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Sunsuper Pty Ltd

Goodman Fielder Limited

Superannuation Plan Agreement

Ref: JMD/KM SUNS4318-9029874 3949931/14A

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Date 26 JUNE 2006

Parties

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

Goodman Fielder Limited ACN 116 399 430 of 75 Talavera Road, North
Ryde, New South Wales (Principal 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 This document includes:
- (a) a Defined Benefit Agreement in respect of Defined Benefits to be provided by the Fund for certain of the Employer's Employees; and
 - (b) an agreement by which the Employer agrees to contribute to the Fund an amount specified in this document in respect of those of the Employer's Employees who are to become Defined Benefit Members, for the purposes of **clause 10.1(b)(ii)** of the Trust Deed; and
 - (c) a notification by the Employer to the Trustee that those of the Employer's Employees who are to become Defined Benefit Members are to be obliged to contribute to the Fund on the basis prescribed in this document for the purposes of **clause 10.2(d)** of the Trust Deed.
- D The parties agree that an Employer's participation in the Fund is governed by the terms of this document.
-

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Actuary means a qualified actuary appointed by the Trustee from time to time to provide actuarial advice in respect of the Fund or Sub-Plan.

Associated Employer means:

- (a) an associated employer named in the **schedule**; and
- (b) a company which becomes an Associated Employer under **clause 2.1(c)**.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Brisbane.

Commencement Date means the commencement date specified in the **schedule**.

Employer means the Principal Employer and each Associated Employer (if any).

Former Fund means the Goodman Fielder Superannuation Fund.

SG Legislation means:

- (a) the *Superannuation Guarantee Charge Act 1992* and Regulations; and
- (b) the *Superannuation Guarantee (Administration) Act 1992* and Regulations.

Sub-Plan means that part of the Fund which is attributable to the Principal Employer's participation (including Associated Employers, if any).

Trust Deed means 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 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; and
- (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; and
 - (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.

1.5 Headings

Headings do not affect the interpretation of this document.

1.6 Name of Sub-Plan

- (a) The name of the Sub-Plan is the Goodman Fielder Superannuation Plan.
- (b) The Principal Employer may change the name of the Sub-Plan as it determines with the agreement of the Trustee.

1.7 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 in respect of an Employee to another Superannuation Entity chosen by the Employee pursuant to SG Legislation, 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,and **clause 11.2(b)** applies to calculation of the Member's benefit.

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 for any Employee to another Superannuation Entity chosen by the Employee pursuant to the SG Legislation.

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. The Trustee agrees to consult with the Principal Employer when considering replacement of the insurance policy.
- (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 Assignment of policy

The Trustee agrees to execute such transfers and other documents in relation to the policy noted in the **schedule** as are reasonably required to assign the policy to the Trustee effective from the Commencement Date.

4.3 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.

4.4 Cessation of insurance cover

Insurance cover ceases on the day a person ceases to be a Member of the Sub-Plan, unless a continuation option applies in which case insurance cover ceases on the date of expiry of the period for exercising the option.

4.5 Professional indemnity insurance

During the operation of the Sub-Plan, the Trustee shall effect and maintain with a reputable insurer all such insurance as is necessary or appropriate for the Trustee's business, of such amount as would be maintained in accordance with prudent business practice having regard to its trustee and other business activities.

5 Fees

5.1 Fees at Commencement Date

The parties agree that:

- (a) the fees and charges which the Trustee will deduct from the Sub-Plan; and
 - (b) the manner in which fees and charges will be deducted,
- as at the Commencement Date are as set out in the **schedule**.

5.2 Changes to fees

- (a) The Trustee may change the investment fee, investment switch fee or withdrawal fee applicable to the Sub-Plan at any time, as and when the Trustee changes that fee in respect of the Fund generally.
- (b) The Trustee agrees not to increase the other fees for the minimum period set out in the **schedule**, other than by the increase in Average Weekly Ordinary Time Earnings, subject to **clause 5.2(c)**. After the minimum period, the Trustee may change any fee or charge by notice to the Principal Employer.
- (c) The Trustee reserves the right to vary the other fees before the end of any minimum period, where:
 - (i) the Principal Employer alters its requirements in respect of administration of the Sub-Plan; or
 - (ii) changes in the legislative environment necessitate an increase in fees for all equivalent clients due to administration cost increases.
- (d) Where the Trustee varies a fee under **clause 5.2(c)**, the Trustee must give the Principal Employer sufficient details to enable the Principal Employer to understand the reason and basis for the variation in the Trustee's fees.

5.3 GST

The fees and expenses referred to in this agreement are, unless expressly stated otherwise, inclusive of any amount arising or chargeable in respect of GST.

6 Services

6.1 Employer and Member services

- (a) The Trustee will provide to the Principal Employer the information services set out in the **schedule**.
- (b) The Trustee will provide to Members the information services set out in the **schedule**.
- (c) The Trustee may provide additional information services from time to time as agreed with the Principal Employer.

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 policy

committee, 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**.
- (c) The Trustee:
 - (i) must notify the Principal Employer of any changes in the Client Relationship Manager from time to time;
 - (ii) agrees to consult the Principal Employer in relation to any proposed replacement Client Relationship Manager;
 - (iii) agrees to consult the Principal Employer in relation to the removal and replacement of any Client Relationship Manager at the request of the Principal Employer.

6.3 Policy Committee services

- (a) The Trustee must arrange the establishment of a Policy Committee for the Sub-Plan (**Super Committee**).
- (b) The Trustee must arrange and manage Super Committee meetings, which will be held quarterly or at other such intervals as agreed between the Trustee and the Super Committee.
- (c) The Client Relationship Manager will liaise with members of the Super Committee, attend meetings, and coordinate and present reports to the Super Committee.
- (d) As part of their obligations under **clause 6.3(c)**, the Relationship Manager must:
 - (i) assist with the establishment of the Super Committee, including advice on the make-up of the Super Committee and assistance throughout the nomination/election process (however the Trustee will not conduct the election);
 - (ii) manage quarterly Super Committee meetings including:
 - (A) attending all meetings or if the Relationship Manager is unable to attend the meeting for valid reasons, ensuring that an appropriately qualified nominee (agreed with the Super Committee) will attend;
 - (B) arranging meetings including liaising with all Super Committee representatives as necessary;
 - (C) preparing meeting agendas and other meeting papers and reports;
 - (D) attending to actioning and managing any follow-up items arising from the Super Committee meetings; and
 - (E) preparing and distributing meeting minutes within one week of the meeting;
 - (iii) act as an information reference point for the Super Committee representatives;
 - (iv) assist with and implement any decisions of the Super Committee; and

- (v) notify the Super Committee of changes the Trustee proposes to the investment options available in the Fund.

6.4 Additional services

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

6.5 Subcontracting of services

The Trustee may delegate or subcontract any of its duties, responsibilities and functions under this agreement to any persons provided that the Trustee remains responsible for the acts or omissions of its delegates, agents and contractors.

6.6 Liability of the Trustee must

An Employer acknowledges that:

- (a) the Trustee will not advise the Employer on the Employer's legal obligations in relation to:
 - (i) the provision of superannuation benefits for Employees; or
 - (ii) the provision of information or advice to Employees about superannuation; and
- (b) 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 such obligations.

6.7 Actuarial work commissioned by the Principal Employer

- (a) The Principal Employer may, from time to time, engage its own actuary to advise it in relation to the Sub-Plan.
- (b) Where the Principal Employer engages its own actuary to provide advice, and the Trustee is satisfied that the work done by the Principal Employer's actuary can be relied on by the Actuary, the Trustee agrees to:
 - (i) take into account the work done by the Principal Employer's actuary; and
 - (ii) reduce the actuarial service fees charged to the Principal Employer (as set out in the **schedule**) to reflect the reduction in actuarial work that needs to be done by the Actuary as a result of the work done by the Principal Employer's actuary.

7 Investment options

7.1 Accumulation benefits

Members entitled to accumulation benefits will be offered the investment options set out in the Product Disclosure Statement of the Fund. The default investment option is Sunsuper Balanced. The Trustee may vary the available investment options from time to time.

7.2 Defined benefits

The Principal Employer acknowledges that under the Trust Deed the Trustee may consider, but is not bound by, any recommendation of the Principal Employer as to the investment option for:

- (a) the Principal Employer's Unallocated Account; and
- (b) the Company Account and Member Account of Defined Benefit Members.

At the Commencement Date, these accounts will be invested in Sunsuper Balanced.

8 Termination

8.1 Acknowledgement of rights to terminate

- (a) The Employer and the Trustee acknowledge that under the Trust Deed:
 - (i) 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;
 - (ii) 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.
- (b) The Trustee agrees that notice given under **clause 8.1(a)(ii)** to an Employer of termination of the Employer's participation in the Fund, must be sufficient to give the parties reasonable time to make alternative arrangements for provision of superannuation benefits for Members employed by that Employer.
- (c) To avoid doubt, despite anything in this document an Employer may act solely in the Employer's own interests in exercising the Employer's right to terminate participation.

8.2 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, or as set out in the **schedule** (if applicable).

8.3 Successor Fund transfer

The Trustee agrees that where the Principal Employer proposes a successor fund transfer on termination of the Sub-Plan the Trustee will co-operate with the Principal Employer and the trustee of the proposed transferring fund to:

- (a) implement a transfer on a successor fund basis; and
- (b) transfer to the proposed transferring fund any "notional earnings base" applicable to the Employer under SG Legislation,

where the Trustee is able to do so in accordance with its obligations at law.

8.4 Termination of agreement

- (a) The agreement contained in this document terminates in respect of an Employer on completion of the process in respect of the termination of

that Employer's participation in the Fund (other than provisions expressed to survive termination of the agreement).

- (b) Termination of the agreement does not prejudice the rights of any party accrued at the time of termination.

9 General

9.1 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 9.1(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.

9.2 Confidentiality

- (a) The Trustee agrees to ensure that the Trustee's employees, and require that the Trustee's delegates and any agents or subcontractors it deals with in connection with the performance of its duties under this agreement, do not disclose any Confidential Information relating to an Employer except where that disclosure:
 - (i) is necessary for the proper administration and management of the Sub-Plan;
 - (ii) is required to be disclosed by law;
 - (iii) is required by any statutory or regulatory body and which the Trustee has a statutory obligation to provide; or
 - (iv) is approved by the Employer;
- (b) **Confidential Information** means in relation to an Employer:
 - (i) information relating to that Employer that can reasonably be regarded as confidential, being information not in the public domain or known to competitors of the Employer or any related body corporate, including (but not limited to):
 - (A) business records;
 - (B) planning or marketing procedures, techniques or information;
 - (C) accounting procedures and financial information;
 - (D) names and details of clients, investors, suppliers and agents; and
 - (E) technical information about the Employer's business; and
 - (ii) any other information or data designated by that Employer and agreed by the Trustee as confidential.

9.3 Privacy

The Trustee must comply with all applicable privacy laws concerning the collection, maintenance, disclosure, use and storage of personal information.

9.4 Severability

- (a) Subject to **clause 9.4(b)** if a provision of this document is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this document.
- (b) **Clause 9.4(a)** does not apply if severing the provision:
 - (i) materially alters:
 - (A) the scope and nature of this document; or
 - (B) the relative commercial or financial positions of the parties;
or
 - (ii) would be contrary to public policy.

9.5 Governing law and jurisdiction

This document is governed by and is to be construed in accordance with the laws applicable in Queensland.

9.6 Relationship of parties

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

9.7 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one document. A party may execute this document or any counterpart and exchange it by fax and the fax will be accepted as an original.

9.8 Notices

- (a) A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.
- (b) In addition to any other lawful means, a communication may be given by being:
 - (i) personally delivered;
 - (ii) left at the party's current address for notices;
 - (iii) sent to the party's current address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail;
 - (iv) sent by fax to the party's current fax number for notices; or
 - (v) emailed to the email address last notified by the addressee.
- (c) Subject to **clause 9.8(f)**, a communication is given if posted:
 - (i) within Australia to an Australian address, three Business Days after posting; or
 - (ii) in any other case, ten Business Days after posting.

- (d) Subject to **clause 9.8(f)**, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.
- (e) Subject to **clause 9.8(f)**, if a communication is emailed, a delivery confirmation report received by the sender, which records the time that the email was delivered to the addressee's last notified email address is prima facie evidence of its receipt by the addressee, unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.
- (f) If a communication is given:
 - (i) after 5.00 pm in the place of receipt; or
 - (ii) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.
- (g) Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 9.8** or in accordance with any applicable law.

9.9 Warranties by the Principal Employer

The Principal Employer represents and warrants to the Trustee that the Principal Employer has the power and authority to enter into and perform the Principal Employer's obligations under this document.

9.10 Warranties by Trustee

The Trustee represents and warrants to the Principal Employer that the Trustee:

- (a) is empowered by the Trust Deed to enter into and perform the Trustee's obligations under this document and Superannuation Law in its capacity as trustee of the Fund, and there is no restriction or condition imposed by the Trust Deed which would prevent the Trustee from performing the Trustee's obligations under this document;
- (b) the Fund has not been terminated and the Trustee is not aware of any intention to terminate the Fund in the foreseeable future;
- (c) has done or procured to be done, and will do or procure to be done, what is required to ensure that the Fund is, and will continue to be, a complying superannuation fund;
- (d) the Trustee has adequate financial resources available to it to ensure its ongoing solvency and adequate liquidity to support its business operations as required to properly perform its obligations as trustee of the Fund, including its obligations under this agreement;
- (e) the Trustee has adequate levels of personnel available to it, with the necessary knowledge, skills and expertise to enable it to effectively carry out its obligations as trustee of the Fund, including its obligations under this agreement;

- (f) the Trustee has adequate technical resources available to it to effectively carry out its obligations as trustee of the Fund (including its obligations under this agreement) including adequate hardware, software and other technical systems, adequate systems and resources to ensure protection, security and privacy of confidential, personal and sensitive material, adequate technical resources to handle transaction processing and other processes, adequate disaster recovery and business continuity plans and adequate records maintenance systems; and
- (g) the Trustee has in place appropriate fraud prevention systems and procedures and will, in any case, ensure that the benefits of the Members of the Sub-Plan and the assets of the Sub-Plan are protected from fraud; and
- (h) in accordance with **clause 4.5** of this agreement, as at the Commencement Date, is covered by a policy of trustee indemnity insurance.

10 Additional provisions in relation to contributions

10.1 Employer's obligation to contribute

- (a) Each Employer shall contribute to the Fund in respect of Members in that Employer's employment the amounts or rates of contribution as notified in the last report by the Actuary, or such other amounts or rates of contributions as the Trustee determines on the advice of the Actuary.
- (b) In addition, the Employer shall contribute to the Fund such amounts as may be necessary in the opinion of the Principal Employer to assist in the proper and efficient administration of the Sub-Plan as well as to pay some portion of the premiums under any Policy of insurance effected or acquired for the purpose of providing benefits. These contributions are credited to the Unallocated Account of the Sub-Plan. An Employer's obligation, at the Commencement Date, to make contributions to pay administration expenses and insurance premiums is set out in the **schedule**.

10.2 Member's obligation to contribute

- (a) Each Defined Benefit Member shall either:
 - (i) contribute to the Fund the amount set out in **Column 1 of appendix A**; or
 - (ii) if the Member has entered into an arrangement with the Employer pursuant to which the Employer contributes to the Fund in lieu of remuneration to the Member, arrange for the Employer to contribute the amount set out in **Column 2 of appendix A**.
- (b) The Principal Employer may, with the consent of the Trustee, reduce for such period as the Principal Employer thinks fit the contributions which would otherwise be payable by a Member, and the Employer may in respect of a Member contribute an amount equal to the amount by which the Member's contributions have been reduced.
- (c) Any contributions to be made by a Member shall be deducted for the Member from the Member's salary by the Employer when each payment

of salary is made and shall be paid on the Member's behalf as and when directed by the Trustee.

- (d) Should a Member cease to contribute to the Fund or fail to contribute the amount prescribed or otherwise agreed without the consent of the Principal Employer and the Trustee, the Member shall be personally liable to pay the amount required to meet the Member's obligation in respect of the Member's contributions. In addition, the Member ceases to be entitled to the benefit applicable to the Member in accordance with the **schedule**, and the Member's benefit when the Member leaves employment with the Employer or at the request of the Member is transferred to another Superannuation Entity shall be the Member's Retirement Credit. Such Member may only resume contributions with the agreement of the Principal Employer and the Trustee and, upon resumption, the Trustee shall make such adjustments to the benefits payable to the Member as the Trustee may determine.

11 Additional provisions in relation to benefits

11.1 Allocation to accounts

The Trustee and the Principal Employer acknowledge that the Trustee is to receive payments from the Former Fund which must be allocated in the Fund in the following manner:

- (a) The balance of a Defined Benefit Member's accounts in the Former Fund as at the termination date of the Former Fund, as notified to the Trustee by the trustee of the Former Fund, will be allocated to the following accounts for that Member in the Fund:
 - (i) Company Account (comprising the company account and transfer account in the Former Fund);
 - (ii) Member Account;
 - (iii) Rollover Account;
 - (iv) Voluntary Account.
- (b) The balance of all accounts of an accumulation Member in the Former Fund as at the termination date of the Former Fund, as notified to the Trustee by the trustee of the Former Fund, will be allocated to a Retirement Credit of the Member.
- (c) The Trustee will from time to time (at the times determined by the Trustee) allocate net changes in value applicable to the accounts of the Members, in respect of the balances in the accounts from time to time.

11.2 Calculation and payment of benefits

- (a) A benefit is payable in respect of a Member:
 - (i) calculated in accordance with **appendix C**, where the Member:
 - (A) Retires;
 - (B) attains age 65 and asks the Trustee to pay the benefit;
 - (C) attains an age at which the Superannuation Law requires the benefit to be paid to the Member; or

- (D) otherwise leaves employment with an Employer (other than as a result of death or Total and Permanent Disablement);
 - (ii) calculated in accordance with **appendix D**, where the Member's dies or suffers Total and Permanent Disablement.
- (b) Where an Employer commences making superannuation guarantee contributions in respect of a Member to another Superannuation Entity chosen by the Member pursuant to SG Legislation:
 - (i) the Trustee must:
 - (A) calculate an amount in respect of the Member in accordance with **appendix C**; and
 - (B) allocate the amount to a Retirement Credit for the Member; and
 - (ii) on the Member ceasing to be a member of the Sub-Plan (as provided in **clause 2.3(c)**), the Member's entitlement in the Fund is the Member's Retirement Credit.
- (c) If a Defined Benefit Member is retained in the employment of an Employer after the Member's Normal Retirement Date:
 - (i) the Member ceases to be a Defined Benefit Member; and
 - (ii) if the Member's Accumulated Credit determined by the Trustee on the Member's Normal Retirement Date is less than the guarantee amount calculated as if the Member was leaving employment on the Member's Normal Retirement Date, then the amount of the difference is credited to the Member's Company Account.
- (d) A Member who remains in the employment of an Employer after the Member's Normal Retirement Date may not receive a benefit unless a benefit becomes payable under **clause 11.2(a)(i)(B) or (C)**, provided that the Trustee may agree with the Member to pay a portion of the Member's accrued benefit as permitted under Superannuation Law.
- (e) Where a Member receives the full amount of the Member's benefit during employment then no further benefit is payable in respect of that Member and the Member ceases to be a Member of the Fund, unless further contributions are made to the Fund by or in respect of the Member in which case the Trustee must allocate those contributions to a Retirement Credit for the Member.
- (f) The Trustee may at the request of the Principal Employer increase the benefit otherwise payable by such amount as the Principal Employer may decide, provided that the total benefit payable shall not in any case exceed the amount certified by the Actuary to be the Member's actuarial reserve.
- (g) If part of the Member's benefit is transferred to another Superannuation Entity, where the Member remains in employment prior to the Normal Retirement Date and **clause 11.2(b)** does not apply:
 - (i) the Trustee must:
 - (A) calculate an amount in respect of the Member in accordance with **appendix C**; and

- (B) allocate the amount to a Retirement Credit for the Member;
and
- (ii) from the date of the transfer, the Member's entitlement in the Sub-Plan is the Member's Retirement Credit.

11.3 Variation of benefits

An Employer with the agreement of the Trustee and the Principal Employer may otherwise vary the benefits and other provisions under this document in respect of a particular Member (which variation shall be agreed with the Member) and the contributions otherwise payable shall with the advice of the Actuary be appropriately adjusted.

11.4 Maximum benefits

Notwithstanding anything contained in this document to the contrary, any benefit payable to or in respect of a Member pursuant to this document shall not exceed the amounts allowed by law (including the limitations prescribed by the *Corporations Act 2001*) provided however that the Trustee, the Member and the Principal Employer may agree that any benefit in excess of the reasonable benefit limits (as calculated in accordance with Superannuation Law in respect of the Member) will not be paid to the Member from the Sub-Plan. Any amount deducted from a benefit under this **clause 11.4** is retained in the Unallocated Account.

11.5 Additional guarantee for BDC Members

If a Member listed in **appendix F** attains age 60 while in employment, the Trustee must calculate as at the date the Member attains age 60:

- (a) the Member's Accumulated Credit; and
- (b) an amount in respect of the Member in accordance with **appendix F**,
and where (b) exceeds (a) the difference is allocated to the Member's Company Account.¹

11.6 Definitions in schedule

In this **clause 11**, the following terms have the meaning given to them in the schedule:

Accumulated Credit

Company Account

Normal Retirement Date

12 Additional provisions in relation to termination, suspension or reduction of Employer contributions

12.1 Termination, suspension or reduction by notice

- (a) An Employer may, by giving notice to the Trustee, either:
 - (i) terminate the Employer's contributions to the Fund in respect of all or any Members employed by the Employer; or

¹ Clause 11.5 adopts a guarantee from the Bunge DB Fund to accommodate late retirements.

- (ii) reduce or suspend all or any part of the Employer's contributions to the Fund in respect of all or any Members employed by the Employer,

and upon the expiration of the period specified in the notice, the liability of the Employer to contribute in respect of those Members shall cease or be reduced or suspended to the extent and for the period specified in that notice (except in respect of payments due on or before the date of the expiration of such notice).

- (b) Upon an Employer giving notice in writing to the Trustee that the Employer intends to terminate or to reduce or suspend the Employer's contributions, the Trustee shall forthwith notify the Members affected and shall with the advice of the Actuary make such adjustments to the benefits of the Members affected as the Trustee considers appropriate and those adjusted benefits shall from the date such notice takes effect be substituted for the benefits provided pursuant to this document and the provisions of this document shall apply mutatis mutandis to those benefits.

12.2 Member's options

- (a) Any Member who is notified:
 - (i) that the Employer's contributions in respect of the Member will be terminated, may elect, from the date such notice takes effect or from such later date (being not less than one calendar month from the date such notice is given) as the Trustee shall determine, to terminate the Member's own contributions to the Fund; or
 - (ii) that all or any part of the Employer's contributions in respect of the Member will be reduced or suspended, may elect, from the date such notice takes effect or from such later date (being not less than one calendar month from the date such notice is given) as the Trustee shall determine, to reduce or suspend the Member's own contributions to the Fund in such manner and to such extent as in the opinion of the Actuary is consistent with the manner in which and the extent to which the Employer's contributions in respect of the Member are being reduced or suspended (which opinion shall be advised by the Trustee to the Member prior to the Member making an election).
- (b) Any election made by a Member must be advised to the Trustee in writing before the date the notice by the Employer takes effect or such later date as the Trustee shall determine. Any such election by a Member shall be taken into account by the Trustee and the Actuary in making the adjustments to the benefits of the Member.

13 Additional provisions in relation to employment status

13.1 Temporary cessation of active employment

Where a Member ceases active employment but remains an Employee or in the Employer's opinion the cessation of active employment is likely to be

temporary, the Member's membership of the Fund shall continue and the Member's contributions and benefits shall be modified as follows:

- (a) Contributions will not be credited or will not be required, as the case may be, during the period of absence from active employment;
- (b) Fund Salary will continue on a notional basis during the period of absence from active employment, and shall be equal to the Member's Fund Salary on the last day of active employment, and any calculation of Final Average Salary during that period will include such Fund Salary;
- (c) If the insurer agrees, the Member may elect to continue insurance during the period of absence from active employment, or part of that period, of such amount and on such terms as the insurer offers and the Member elects. If the Member dies or becomes Totally and Permanently Disabled during the period of absence from active employment, the Trustee must adjust the Member's benefit to reflect the amount of insurance cover then applicable to the Member (if any).
- (d) Where any benefit becomes payable during the period of absence from active employment, other than on death or Total and Permanent Disablement:
 - (i) for a Member other than a Defined Benefit Member, the benefit is calculated in accordance with the **schedule**;
 - (ii) for a Defined Benefit Member, the benefit is calculated in accordance with the **schedule** on the Member's last day of active employment, adjusted for net changes in value applicable to that amount.
- (e) Where a Defined Benefit Member returns to active employment after a period of absence the Trustee must adjust the benefits payable in respect of the Member to reflect the period of absence, on the basis that the Member's period of Membership does not include the period of absence and the calculation of Final Average Salary only includes periods of Membership and amounts of Fund Salary after the Member's return to active employment.
- (f) Where a Defined Benefit Member returns to active employment after a period of absence the Trustee must calculate as at the date of returning to active employment:
 - (i) the amount calculated in accordance with **appendix C** on the last day of active employment, adjusted for net changes in value applicable to that amount to the date of return; and
 - (ii) the amount calculated in accordance with **appendix C** on the date of return to active employment, adjusting the guarantee amount to reflect the period of absence on the basis that the Member's period of Membership does not include the period of absence,and where (i) exceeds (ii) the difference is added to the Member's Rollover Account.²

² Clause 13.1(f) may produce a result that that a Member who returns to employment after a period of absence will receive an extra benefit on subsequent retirement or termination.

13.2 Part-time Employees

In the event of a Member becoming, in the opinion of the Employer, a part-time Employee, the Member's contributions and benefits shall be modified as follows:

- (a) Contributions will be based on the Member's reduced ordinary salary.
- (b) Benefits where applicable will be based on the Member's Fund Salary.
- (c) In the case of a Defined Benefits Member, the period of Membership will be reduced by the proportion of time not worked as a full-time Employee.

13.3 Definitions in schedule

In this **clause 13**, the following terms have the meaning given to them in the **schedule**:

Final Average Salary

Fund Salary

Membership

Past Service Benefit Multiple

14 Additional provisions in relation to termination of participation

14.1 Termination of participation

This clause applies to the assets of the Sub-Plan where the Principal Employer's participation in the Fund is to terminate under the Trust Deed.

14.2 Application of assets / arrears of contributions

- (a) The Trustee shall refuse to accept any further contributions to the Fund in respect of Members (unless the contributions are due prior to the termination date) and the Trustee shall refuse to accept any applications for membership of the Fund from any Employee.
- (b) All monies and other assets of the Sub-Plan (after payment of or provision for any Tax which the Trustee may, in good faith and in its absolute discretion, estimate will be payable in respect of the Sub-Plan and after the payment of or provision for any expenses incurred in respect of the Sub-Plan including the costs and expenses of terminating the Sub-Plan) shall be distributed by the Trustee on the advice of the Actuary according to the order set out below to the extent that such assets permit:
 - (i) firstly, to provide the benefits which satisfy the obligations imposed on the Employers under the SG Legislation to which the Members being former Employees and their Dependants are entitled at the termination date;
 - (ii) secondly, to provide any further benefits to which Members being former Employees and their Dependants are entitled at the termination date;
 - (iii) thirdly, to provide the benefits which satisfy the obligations imposed on the Employers under the SG Legislation to which

Members would have been entitled if they had voluntarily left employment on the termination date;

- (iv) fourthly, to provide any further benefits to which Members would have been entitled if they had voluntarily left employment on the termination date;
- (v) fifthly, to provide such further amount in respect of each Member of an Employer, subject to Superannuation Law, as the Principal Employer decides and the Trustee consents, provided that:
 - (A) the benefits shall be in such form and shall be provided by such arrangements as the Trustee shall determine and every Member shall accept the benefits allotted to the Member by the Trustee in full discharge of all claims in respect of the Fund and the Member shall have no further claims whatsoever in respect of any rights or benefits under this document or otherwise in connection with or arising out of the Fund;
 - (B) the payment of any benefit pursuant to this clause shall be subject to Superannuation Law;
 - (C) if the employment of the Member with an Employer is continuing the Trustee may either transfer the Member's entitlement to another Superannuation Entity or retain the Member's entitlement in the Fund at the Trustee's absolute discretion; and
 - (D) no provision shall be made for the payment of a benefit to or in respect of any such Member while the Member remains in the employment of an Employer other than for the support and maintenance of that Member or the Member's Dependents for the purposes of relieving hardship as permitted under Superannuation Law; and
- (vi) sixthly, the payment, subject to Superannuation Law, of any balance of such assets to the Employers in such proportions as the Trustee determines after consultation with the Principal Employer.

15 Additional provisions in relation to benefit offsets

15.1 Insurance offset

- (a) If:
 - (i) insurance is not obtained in respect of some or all Members on the insurer's standard terms; or
 - (ii) the level or scope of insurance obtained is restricted in respect of some or all Members; or
 - (iii) the insurer does not admit or pay all or part of a claim in respect of a Member,

the Trustee must reduce any benefit otherwise payable on the death or disablement (or both death and disablement) of the Member concerned, unless the Trustee and the Principal Employer agree otherwise.

- (b) The Trustee must obtain the advice of the Actuary as to how benefits are to be reduced.

15.2 Reduction for surcharge assessments

Without limiting the amounts that may be deducted from a Member's benefits under the Trust Deed by way of Tax payable in respect of a benefit, the amount of any benefit payable in respect of a Member will be reduced by the amount of any surcharge account maintained by the Trustee to account for surcharge assessments received in respect of the Member.

15.3 Family Law offsets

- (a) Despite any other provision in 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;

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 15.3**:

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

Payment Split has the meaning given to that term in the Family Law Act.

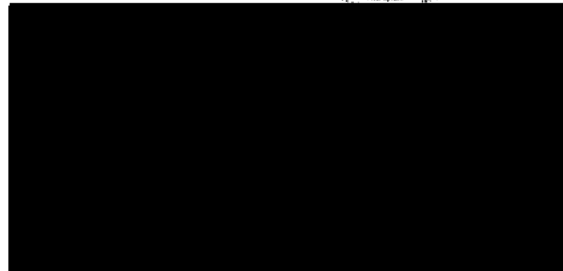
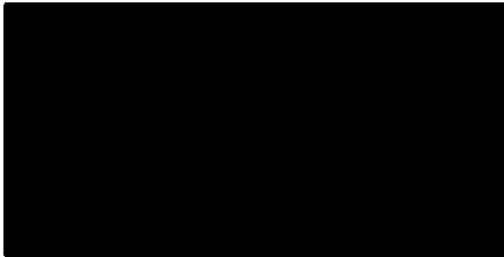
16 Allocation of surplus in Unallocated Account

If the Trustee determines on the advice of the Actuary that the value of the Unallocated Account exceeds the amount necessary to secure the Defined Benefits of the Members accrued to the date of determination, the Trustee:

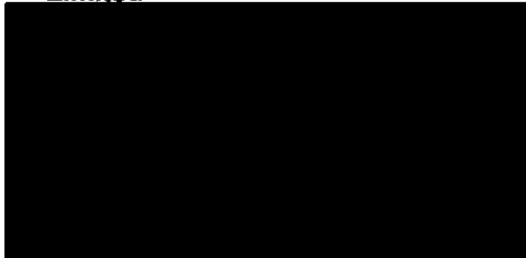
- (a) subject to the requirements of Superannuation Law may, if so requested by the Principal Employer, approve a payment out of the Unallocated Account to the Principal Employer and if decided by the Principal Employer to any Associated Employers, such payments not being greater than such excess; and/or
- (b) may apply such excess as remains or part of the excess in providing additional benefits to Members of such amount as the Trustee and the Principal Employer agree after obtaining the advice of the Actuary; and/or
- (c) may apply such excess as remains or part of the excess for such other purposes, approved by the Principal Employer, as the Trustee believes are in accordance with Superannuation Law.

Executed as a deed.

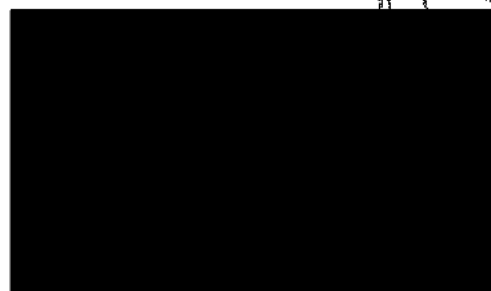
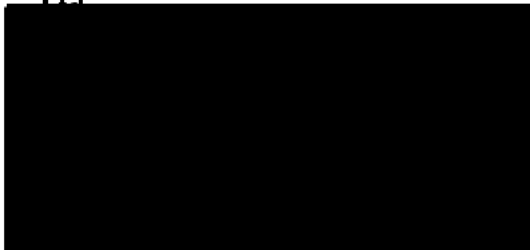
Executed by Sunsuper Pty Ltd)



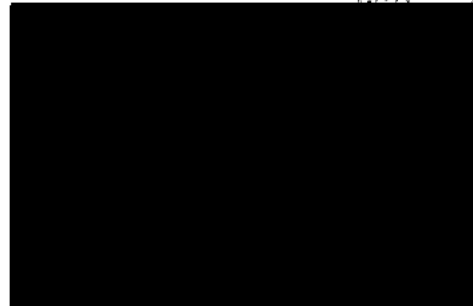
Executed by Goodman Fielder Limited)



Executed by Quality Bakers Aust. Pty Ltd)



Executed by Goodman Fielder Consumer Foods Pty Ltd)



Schedule

Participating employer details:

Principal Employer

Principal Employer's Registered Name: Goodman Fielder Limited

Principal Employer's Trading Name: Goodman Fielder

Postal Address: Locked Bag 2222
NORTH RYDE NSW 2113

Street Address: Macquarie Park
75 Talavera Road
NORTH RYDE NSW 2113

ABN: 51 116 399 430

Employer contact person:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Associated Employers

For each company:

Name: Quality Bakers Aust. Pty Ltd

ABN: 45 004 205 449

Address: Macquarie Park
75 Talavera Road
NORTH RYDE NSW 2113

Name: Goodman Fielder Consumer Foods Pty Ltd

ABN: 35 000 024 546

Address: Macquarie Park
75 Talavera Road
NORTH RYDE NSW 2113

Commencement date: 1 July 2006

Member categories:

Specify for each Category:													
Category identification:	<p>Defined Benefit categories</p> <table border="0"> <tr> <td><i>Former Fund Category</i></td> <td><i>Sunsuper Category</i></td> </tr> <tr> <td>A</td> <td>A</td> </tr> <tr> <td>XA</td> <td>XA</td> </tr> <tr> <td>XB</td> <td>XB</td> </tr> <tr> <td>XC</td> <td>XC</td> </tr> <tr> <td>A(BD) No 1</td> <td>BDC&DMA</td> </tr> </table> <p>Accumulation categories</p> <p>Single category, comprising:</p> <p>(a) all categories of former Amalgamation (Accumulation) Members and Accumulation Members of the Former Fund;</p> <p>(b) from the Commencement Date, new Employees of the Employer.</p>	<i>Former Fund Category</i>	<i>Sunsuper Category</i>	A	A	XA	XA	XB	XB	XC	XC	A(BD) No 1	BDC&DMA
<i>Former Fund Category</i>	<i>Sunsuper Category</i>												
A	A												
XA	XA												
XB	XB												
XC	XC												
A(BD) No 1	BDC&DMA												
Eligibility criteria:	<p>Defined Benefit categories</p> <p>All transferred Members of each Defined Benefit category are eligible for membership of the Sub-Plan in the equivalent category.</p> <p>Accumulation categories</p> <p>All transferred Members of all accumulation categories who are current Employees are eligible for membership of the accumulation category of the Sub-Plan.</p> <p>New Employees are eligible for membership of the accumulation category of the Sub-Plan at the invitation of the Employer.</p> <p>Spouses & Retained Members</p> <p>Spouses and retained members transferred from the Former Fund will become members of Sunsuper Solutions.</p> <p>Allocated Pensioners</p> <p>Members of the Former Fund receiving an allocated pension will become members of Sunsuper Allocated Pension.</p>												
Definition of "Fund Salary"	<p>Fund Salary means in the case of a Member who is a full-time Employee, the ordinary annual rate of salary of the Member for services rendered or work done in the employment of the Employer in normal working hours (excluding bonuses, commissions,</p>												

	<p>allowances and payments for overtime), and in the case of a Member who is a part-time Employee the amount the Principal Employer determines as being the ordinary annual rate of salary which would be paid to such Member if he or she were a full-time Employee provided that in special circumstances "Salary" shall be such amount (including different amounts applying for different purposes) as the Principal Employer with the agreement of the Member determines to be the Salary of the Member for the purposes of this document.</p>
Member contribution rate:	<p>Defined Benefit categories</p> <p>As prescribed in clause 10.2 and appendix A (credit to Member Account).</p> <p>Accumulation categories</p> <p>The Member may elect to contribute (from after tax earnings).</p>
Employer contribution rate:	<p>As prescribed in clause 10.1 and appendix B (credit to Company Account for Defined Benefit Members).</p> <p>Additional "salary sacrifice" contributions permitted by prior arrangement with the Employer (credit to Voluntary Account for Defined Benefit Members).</p> <p>Additional voluntary contributions by the Employer permitted (credit to Voluntary Account for Defined Benefit Members).</p>
Death/TPD insurance:	<p>Members who are permanent Employees and work at least 10 hours per week are entitled to an Insured Benefit on death or Total and Permanent Disablement. Casual Employees and Members who are permanent Employees but work less than 10 hours per week are entitled to an Insured Benefit on death only.</p> <p>Each Member has 2 units of cover automatically. Members may elect additional units of cover, up to 20 units in total (additional units are subject to acceptance by the insurer). Transferred members of the Former Fund on the Commencement Date have the same number of units of cover as they had on the termination date of the Former Fund.</p> <p>The Policy of Insurance sets out 3 scales of units of cover, for the following insurance categories:</p> <ol style="list-style-type: none"> (1) salaried permanent Employees; (2) non-salaried permanent Employees; (3) casual Employees.

	<p>The amount of one unit of cover for a Member is determined on the basis of:</p> <ul style="list-style-type: none"> (a) the scale applicable to the Member's employment status; and (b) the Member's age (on the last 1 July). <p>The Principal Employer must notify the insurance category for each Member, and must notify any change to employment status which changes the Member's insurance category. Where a Member's employment status changes, the scale for the insurance category applicable to the Member's new status will apply to the Member and the number of units applicable to the Member will be maintained. The amount of insurance for that Member is varied accordingly.</p> <p>Death/TPD benefits for some transferred Members are subject to benefit guarantees as set out in appendix D. The benefit guarantees are funded by supplementary insurance cover.</p>
Salary continuance insurance:	Not available from the Fund
Administration fees payable by:	<p>Weekly administration fees are debited from Member accounts.</p> <p>Other administration fees are debited from the Unallocated Account.</p>
Insurance premiums payable by:	<p>Insurance premiums, other than for supplementary insurance, are debited from Member accounts.</p> <p>Insurance premiums for supplementary insurance are debited from the Unallocated Account</p>
Partial withdrawals	<p>Partial withdrawals permitted subject to Trustee requirements as notified from time to time, eg minimum balances. Clause 11.2(g) applies.</p>
Transfer of Service from one Sub-Plan employer to another	<p>If a member of the Fund transfers from employment with one Employer to employment with another Employer participating in the Fund, the Member shall notwithstanding anything contained in this document remain a member of the Fund and that transfer of employment shall not be deemed to be retirement from or leaving employment with an Employer for the purposes of this document.</p>

Insurance:

Insurer name and ABN:	Hannover Life Re of Australasia Limited ABN 37 062 395 484
Policy number:	VGL 4177
Takeover terms (complete where insurance provided under Sunsuper's existing Citicorp policy):	Not applicable
Special terms:	
Minimum period	Until 30 June 2007, or such other date as the Trustee agrees with the insurer.

Employer obligations: administration and contributions

Contribution information:	Provide through Sunsuper Employer Online using direct debit for remittance.
New Member Information:	Provide sufficient information through Sunsuper Employer Online for Trustee to establish member records. Encourage Employees to submit completed application forms.
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]
Alternate client relationship manager:	[REDACTED]
Telephone number:	[REDACTED]
Email:	[REDACTED]
Client services hotline:	13 11 84

Fees:

Fee type and when payable	Fee amount
Entry fee:	Nil
Contribution fee:	Nil
Administration fee Payable weekly per member:	\$1.30
Investment switch fee:	Nil
*Investment fee:	See Product Disclosure Statement for current list of investment options and fees applicable to each option
**Withdrawal fee Payable per benefit payment (including partial withdrawal):	\$40
Trustee fee	Nil
Insurance administration fee:	5% of premium (included in premium rates)
Clearing house facility	<p>Nil, if:</p> <ul style="list-style-type: none"> (a) All contributions by an Employer are made by electronic contribution loads in Sunsuper's preferred format and paid by direct debit; (b) 50% of the Employees on the contribution file are members of Sunsuper; and (c) the Employer specifies Sunsuper as the default fund in the standard choice form for all Employees. <p>If any of (a), (b) or (c) does not apply at the time any clearing house service is provided, the Trustee will charge the Employer a reasonable fee for the service.</p>
Family Law	Fees for family law enquiries or payment splits currently range between \$45 and \$135, depending on the nature of the work.

Other administration fees:	<p>Administration of claims for death benefits which have been made to the Former Fund but are not paid before the Commencement Date (and which are not the subject of any legal proceedings in the Former Fund): \$3,000 per claim</p> <p>Administration of claims for disability benefits which have been made to the Former Fund but are not paid before the Commencement Date (and which are not the subject of any legal proceedings in the Former Fund): \$5,000 per claim</p>
Minimum period	<p>The administration fee is applicable to 30 June 2009. The administration fee will not increase before 1 July 2007. From 1 July 2007 to 30 June 2009, the administration fee may increase in line with movements in Average Weekly Ordinary Time Earnings.</p> <p>The clearing house facility fee is applicable to 30 June 2007.</p>

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

**There is no "benefit payment" where a person ceases to be a member of the Sub-Plan but remains a member of the Fund.

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

Policy Committee (Super Committee):

- Attendance at four meetings per year
- Provision of material for member representative elections (does not include conduct of election)

Other services

Actuarial services

Actuarial service fees are as follows*:

Actuarial review including SIS and AAS 25 Statements (every 3 years)	\$10,000*
Benefit Certificate (approximately every 3 years)	\$1,500*
Funding and Solvency Certificate (approximately every 3 years)	\$1,500*
AASB 119 (IAS 19)	\$5,000*

Any additional actuarial services or analysis not included in these items will be provided as required and will be charged on a time-cost basis at Sunsuper's usual rates for actuarial services. Sunsuper's hourly rate for actuarial and consulting services is \$275* for a qualified Actuary and \$165* for other actuarial staff. We are also able to quote for a specific task at a fixed fee if requested.

*All fees quoted are GST inclusive, and apply as at the Commencement Date. Fees may increase from time to time.

Appendix A

A1: Member Contributions (Defined Benefit categories)

Category	Amount	
	Column 1 Made by Member	Column 2 Made by Employer under a salary sacrifice arrangement
A	5% of Fund Salary	5.88% of Fund Salary
BDC&DMA	5% of Fund Salary	5.88% of Fund Salary
XA	5% of Fund Salary	5.88% of Fund Salary
XB	Nil	Nil
XC	Nil	Nil

Appendix B

B1: Employer contribution rate

Category	Amount
Accumulation Members	
Non-salaried Employees	9% of the Member's ordinary time earnings or such other amount as agreed between the Member and the Employer from time to time
Salaried Staff	10% of the Member's Fund Salary or such other amount as agreed between the Member and the Employer from time to time
Defined Benefit Members	
A	10% of Fund Salary
BDC&DMA	10% of Fund Salary
XA	10% of Fund Salary
XB	17.5% of Fund Salary
XC	20% of Fund Salary

Appendix C

C1: Leaving service benefit

Category	Leaving Service Benefit
Accumulation Members	
All accumulation Members	The Member's Retirement Credit
Defined Benefit Members	
A, XA, XB, XC	<p>The sum of:</p> <p>(a) the greater of:</p> <p style="padding-left: 40px;">(i) the balance of the Member's Accumulated Credit; and</p> <p style="padding-left: 40px;">(ii) the guarantee amount set out in Table C2; and</p> <p>(b) the balance of the Member's Total Additional Accounts.</p>
BDC&DMA	<p>The sum of:</p> <p>(a) the greater of:</p> <p style="padding-left: 40px;">(i) the balance of the Member's Accumulated Credit, and</p> <p style="padding-left: 40px;">(ii) the guarantee amount set out in Table C2; and</p> <p>(b) the balance of the Member's Total Additional Accounts.</p>

C2: Guarantee amounts

Category	Guarantee amount
A, XA, XB & XC	<p>The amount calculated using the formula:</p> <p style="text-align: center;">$[Y\% \times M + PSBM] \times FAS \times D$</p>
BDC&DMA	<p>(a) The amount calculated using the formula:</p> <p style="text-align: center;">$[15\% \times M + PSBM] \times FAS \times D$;</p> <p>(b) For the Members listed in Table C3, if the benefit is payable:</p> <p style="padding-left: 40px;">(ii) at or after age 60; or</p> <p style="padding-left: 40px;">(iii) at or after age 55, where the Member has left Service as a result of ill-health (but a Total and Permanent Disablement Benefit is not payable),</p> <p style="text-align: center;">the greater of the guarantee in paragraph (a) and the sum</p>

	of: (iv) 16% x N1 x FAS; and (v) the Member's Post 25 year Accumulated Credit.
--	--

C3 DMA Defined Benefit Members entitled to additional guarantee at age 60

Name	Start Date for calculation of "N1"
██████████	██████
██████████	██████████
██████████	██████
██████	██████████
██████████	██████████

Appendix D

D1: Death and TPD benefits

Category	Benefit
Accumulation Members	
All accumulation Members	<p>The sum of:</p> <ul style="list-style-type: none"> (a) the Member's Retirement Credit; (b) an Insured Benefit; and (c) for: <ul style="list-style-type: none"> (i) a Member identified in Table D3; and (ii) a Member who is a Defined Benefit Member at the Commencement Date and subsequently ceases to be a Defined Benefit Member (but remains a Member of the Sub-Plan), <p>a lump sum benefit calculated using the formula:</p> $\text{RIM} \times \text{Fund Salary} + [\text{SIM} - \text{RIM}] \times \text{Fund Salary} \times \text{K/N}^2,$ <p>subject to the following minimum benefits:</p> <ul style="list-style-type: none"> (1) For a Member identified in Table D4, the benefit must not be less than the guarantee amount set out in Table D4. (2) For a Member identified in Table D5, the benefit must not be less than the sum of: <ul style="list-style-type: none"> (i) the greater of the Member's Company Account and the guarantee amount set out in Table D5; (ii) the Member's Member Account; and (iii) the Member's Total Additional Accounts.
Defined Benefit Members	
A, XA, XB, XC & BDC&DMA	<p>The sum of:</p> <ul style="list-style-type: none"> (a) the greater of: <ul style="list-style-type: none"> (i) the sum of: <ul style="list-style-type: none"> (A) the Member's Accumulated Credit; and (B) the Transferred Insured Benefit; and (ii) the guarantee amount set out in Table D2; and

	(b) the balance of the Member's Total Additional Accounts; and
	(c) any Additional Insured Benefit.

D2: Defined Benefit Death and TPD benefit guarantees

Category	Guarantee
A, XA, XB, XC	<p>The greater of:</p> <p>(a) the amount calculated using the formula: $[Y\% \times PM + PSBM] \times FAS,$ and for the purposes of calculating the Member's FAS using the assumptions that:</p> <p>(i) the Member had continued Employment until their Normal Retirement Date and the Member's Fund Salary at the date of the Member's death or becoming Totally and Permanently Disabled continued to be their Fund Salary until the Member's Normal Retirement Date; and</p> <p>(ii) if the Member's Fund Salary has decreased in the period that is relevant for determining the Member's FAS that, subject to clause 13, no such decrease in the Member's Fund Salary occurred;</p> <p>(b) the amount calculated using the formula: $4 \times \text{the Member's Fund Salary.}$</p>
BDC&DMA	<p>The amount calculated using the formula: $[15\% \times PM + PSBM] \times FAS,$ and for the purposes of calculating the Member's FAS using the assumptions that:</p> <p>(a) the Member had continued Employment until their Normal Retirement Date and the Member's Fund Salary at the date of the Member's death or becoming Totally and Permanently Disabled continued to be their Fund Salary until the Member's Normal Retirement Date; and</p> <p>(b) if the Member's Fund Salary has decreased in the period that is relevant for determining the Member's FAS that, subject to clause 13, no such decrease in the Member's Fund Salary occurred.</p>

D3: Accumulation Members entitled to additional death/TPD benefit at the Commencement Date

Name	Start Date for calculation of "N2"	SIM	RIM
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

D4: Accumulation Members entitled to minimum death/TPD guarantee

Name	Minimum Death/TPD Benefit
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

D5: Accumulation Members entitled to minimum Company Account on death/TPD

Name	Minimum Company Account
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Appendix E

E1 Definitions for appendices

Defined term	Definition
Accumulated Credit	The total of the balances in the Member's: (a) Company Account; and (b) Member Account.
Additional Insured Benefit	The amount of insurance applicable to the number of units of cover elected by the Member, after the Commencement Date, in addition to the Member's Transferred Insured Benefit.
Combined Membership	The aggregate of: (a) the period of Membership; and (b) the period of membership of the Former Fund and any predecessor funds, as notified to the Trustee by the trustee of the Former Fund.
Company Account	An account kept for a Member recording: (a) the Employer's prescribed contributions for the Member to the Former Fund (and any predecessor fund of the Former Fund); (b) an amount transferred to the Former Fund from a predecessor fund of the Former Fund; and (c) the Employer's contributions for the Member to the Fund prescribed in appendix B .
D	1 less 1% for each year (complete months to count) from the date the Member ceased employment to the date on which the Member would have reached aged 55.
FAS	The Member's Final Average Salary.
Final Average Salary	The average Fund Salary paid to a Member during the last 3 years period of employment while a member of the Fund or the Former Fund, provided that where such period is less than 3 years.
K	The period (in years and complete months) from the date of the Member's death or Total and Permanent Disablement (as the case may be) to the date of the Member's 65 th birthday.
M	The Member's period of Membership.
Member Account	An account kept for a Member recording: (a) the Member's prescribed contributions to the Former Fund (and any predecessor fund of the Former Fund), including by way of salary sacrifice; (b) the Member's contributions prescribed in appendix A .
Membership	The period (in years and complete months) from the Commencement Date to the date of termination of employment or the date of calculation as the case may be.

N1	The period (in years and complete months) from the Member's Start Date set out in Table C3 to the date of calculation, subject to a maximum of 25 years.
N2	The period (in years and complete months) from: (a) for a Member listed in Table D3 , the Member's Start Date set out in Table D3 ; (b) for a Member who is a Defined Benefit Member at the Commencement Date and subsequently ceases to be a Defined Benefit Member (but remains a Member of the Sub-Plan), the date determined by the Trustee as the date the Member ceased to be a Defined Benefit Member, to the date of the Member's 65 th birthday.
Normal Retirement Date	The date on which a Member attains age 62.
PM	The period (in years and complete months) of the Member's potential Membership from the Commencement Date to the Member's Normal Retirement Date.
Post 25 year Accumulated Credit	The total of: (a) the sub-account of the Member's Company Account; and (b) the sub-account of the Member's Member Account, in respect of the period after the Member completed 25 years Combined Membership.
PSBM	The Member's Past Service Benefit Multiple, as notified to the Trustee by the trustee of the Former Fund.
RIM	For a Member listed in Table D3 , the Member's Residual Insurance Multiple set out in Table D3 . For a Member who is a Defined Benefit Member at the Commencement Date and subsequently ceases to be a Defined Benefit Member (but remains a Member of the Sub-Plan), the multiple of Fund Salary determined by the Trustee as the difference between the Member's SIM and the multiple of Final Average Salary that would have applied to calculate the Member's benefit had the Member remained in employment until and retired on the Normal Retirement Date.
Rollover Account	An account recording amounts transferred or rolled over for the credit of the Member to: (a) the Former Fund (and any predecessor fund of the Former Fund); and (b) the Fund.
SIM	For a Member listed in Table D3 , the Member's Supplementary Insurance Multiple set out in Table D3 . For a Member who is a Defined Benefit Member at the Commencement Date and subsequently ceases to be a Defined Benefit Member (but remains a Member of the Sub-Plan), the

	multiple of Fund Salary determined by the Trustee so that the benefit payable on the Member's death or Total and Permanent Disablement is no less than the benefit that would have been payable had the Member died or become Totally and Permanently Disabled on the date the Member ceased to be a Defined Benefit Member.
Total Additional Accounts	The total of the balances in the Member's: (a) Voluntary Account; and (b) Rollover Account.
Transferred Insured Benefit	The amount of insurance applicable to the number of units of cover allocated to the Member at the Commencement Date.
Voluntary Account	An account kept for a Member recording: (a) additional voluntary contributions to the Former Fund (and any predecessor fund of the Former Fund) by the Member, or by the Employer for the credit of the Member; (b) additional voluntary contributions to the Fund by the Member, or by the Employer for the credit of the Member; (c) eligible spouse contributions made to the Fund or the Former Fund (and any predecessor fund of the Former Fund); (d) Government co-contributions made to the Fund or the Former Fund (and any predecessor fund of the Former Fund).
Y%	The percentage applicable to a Defined Benefit Member set out in Table E2 .

E2 Value of Y%

Category	Ages up to age 56	Age 56 to age 62
A	15%	15%
XA	15%	22.5%
XB	17.5%	26.25%
XC	20%	30%

Appendix F

F1 BDC Defined Benefit Members entitled to additional guarantee at age 60

Name	BDC Normal Retirement Multiple (BNRM)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

F2, Formula for additional guarantee at age 60

BNRM x FAS

SYDNEY

Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Tel (02) 9210 6500
Fax (02) 9210 6611

MELBOURNE

Bourke Place
600 Bourke Street
Melbourne VIC 3000
Tel (03) 9672 3000
Fax (03) 9672 3010

BRISBANE

Waterfront Place
1 Eagle Street
Brisbane QLD 4000
Tel (07) 3228 9333
Fax (07) 3228 9444

PERTH

Woodside Plaza
240 St George's Terrace
Perth WA 6000
Tel (08) 9460 1666
Fax (08) 9460 1667

CANBERRA

Canberra House
40 Marcus Clarke Street
Canberra ACT 2601
Tel (02) 6276 5500
Fax (02) 6276 5501

GOLD COAST

Corporate Centre One
2 Corporate Court
Bundall QLD 4217
Tel (07) 5577 7777
Fax (07) 5574 0478