



Brighter Super Deed of Variation

Brighter Super Trustee

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Brighter Super Deed of Variation

Date 7 July 2026

Party

Trustee **Brighter Super Trustee** ABN 94 085 088 484 of Level 20, 333 Ann Street,
Brisbane QLD 4000

Recitals

- A. The Trustee is trustee of Brighter Super.
 - B. Under clause 9.1 of the Trust Deed, the Trustee may amend the Trust Deed for any purpose not inconsistent with Superannuation Law or the LGAct, subject to the restrictions on amendment under clause 9.2 and clause 9.3 of the Trust Deed.
 - C. The Trustee wishes to amend the Trust Deed as set out in this deed, substantially for the following purposes:
 - (1) for consistency with amendments made to the *Local Government Act 2009* (Qld) by the *Local Government (Empowering Councils) and Other Legislation Amendment Act 2026* (Qld), which commenced on 1 July 2026;
 - (2) to clarify the accumulation contributions that can be funded from a surplus in the CS Defined Benefits Fund.
 - D. For the purposes of clauses 9.1, 9.2 and 9.3 of the Trust Deed:
 - (1) The Trustee is of the opinion that the amendments set out in this deed are not inconsistent with Superannuation Law or the LGAct;
 - (2) The Trustee is of the opinion that the amendments set out in this deed will not:
 - (i) reduce the amount of any benefit which has accrued to or in respect of the Member up to the date on which the amendment is made;
 - (ii) contravene mandatory requirements of Superannuation Law;
 - (iii) cause the Scheme to be maintained for purposes which do not comply with the sole purpose test under Superannuation Law; or
 - (iv) cause the trustee to not be a constitutional corporation;
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- (3) The amendments set out in this deed will not impose an increase in liability to contribute to the Scheme upon any Participating Employer or Member.
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It is **declared** as follows.

1. Definitions and interpretation

1.1 Definitions in this document

In this deed (including the Recitals):

“Brighter Super” means the superannuation fund as established under the *Local Government Act 1993* and continued in existence under the *Local Government Act 2009*.

“Trust Deed” means the trust deed of Brighter Super comprising, prior to execution of this deed, the terms of the trust deed adopted on 2 July 2024 (**2024 Replacement Deed**), as amended by Deeds of Variation dated 24 September 2024 and 22 September 2025. Those terms of the 2024 Replacement Deed were an amendment and consolidation of the terms adopted on the merger with Energy Super which took effect on 1 July 2021, as subsequently amended. The terms adopted on the merger with Energy Super were an amendment and consolidation of the trust deed adopted on the merger with City Super which took effect on 1 July 2011, as amended. The terms adopted on the merger with City Super were an amendment and consolidation of the original QLGSS trust deed first made in 1995, as amended.

1.2 Definitions in Trust Deed

Words and phrases defined in the Trust Deed have the same meaning in this deed (including the Recitals).

2. Supplemental deed

This deed is supplemental to and constitutes an amendment of the Trust Deed, and the Trust Deed will be construed and take effect as amended in this deed on and from the date of execution of this deed.

3. Amendment

The Trustee declares that the Trust Deed is amended as set out in Schedule 1.

4. Continuation of Scheme

The Scheme continues under the terms of the Trust Deed as amended in this deed, and this deed does not re-declare or re-settle the terms of the trust in respect of the Scheme.

5. Governing law

This deed is governed by the laws of the State of Queensland.

Signing page

Executed as deed poll

Signed, Sealed and Delivered by
Brighter Super Trustee
(ABN 94 085 088 484)
as trustee of **Brighter Super**
(ABN 23 053 121 564) by its authorised
persons:

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)



Signature of Chief Executive Officer

Katherine Farrar
Chief Executive Officer

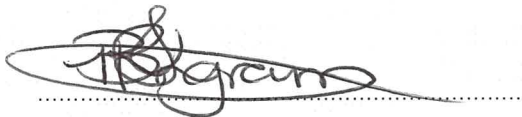
Name of Chief Executive Officer



Signature of Witness

KAY STENZEL

Name of Witness



Signature of Company Secretary

BRYAN INGRAM

Name of Company Secretary



Signature of Witness

Ashleigh Simpson-Wade
General Counsel

Name of Witness

Schedule 1 – Amendments

The Trust Deed is amended as set out in this Schedule 1.

1. Clause 19.8(e) is replaced with the following:
 - (e) The contributions required by the LG Act or this Deed to be paid to the Trustee in respect of each *permanent employee* who is a Defined Benefit Member:-
 - (i) must be calculated by the LG Employer, pro rata for each pay period, based on the Salary applying in that pay period; and
 - (ii) must be remitted to the Trustee, pro rata for each pay period, within 14 days after the end of each pay period for the Employee.
2. Clause 19.8(f) and clause 19.8(g) are deleted.

3. The following new clause 19.9 is inserted after clause 19.8:

19.9 Adjusting contributions if Salary decreased

- (a) This clause 19.9 applies if the Salary of a Defined Benefit Member decreases.
 - (b) The Member may, within 60 days after the decrease in Salary takes effect, give the LG Employer notice that the Member wants to pay contributions as if the Member's Salary had not decreased.
 - (c) If the Member gives a notice under clause 19.9(b) the LG Employer must calculate the yearly contributions payable for the Member based on the Member's Salary before it was decreased.
4. In the definitions of "Salary" in clause 21.1, paragraphs (m), (n) and (o) are replaced with the following:
 - (m) where a Member is otherwise absent and contributions for that Member are suspended:-
 - (i) for a Defined Benefit Member:-
 - (A) the Member's Salary for the purpose of calculating contributions upon the Member resuming work; and
 - (B) the Member's Salary for the purpose of determining any benefit payable if the Member does not return to work,are in both cases the amount of the Member's Salary as at the last day in respect of which contributions were paid in respect of the Member;
 - (ii) for an Accumulation Benefit Member, the Member's Salary for the purpose of determining any benefit payable if the Member does not return to work is the amount of the Member's Salary as at the last day in respect of which contributions were paid in respect of the Member;

- (n) Where a Defined Benefit Member is absent due to illness or injury and is receiving compensation under the WCR Act (but is not receiving a Disability Pension from the Scheme), the Member's Salary for the purpose of calculating contributions is the amount he or she would have been paid if at work during the period of leave;
- (o) Where a Defined Benefit Member has elected, under clause 19.9 and following a Salary decrease, to continue to have the Member's contributions calculated and paid on the basis of the Member's Salary before the decrease, the Member's Salary for the purpose of calculating contributions and Defined Benefits is taken to be the amount upon which contributions are calculated and paid.

5. In clause 23.13(a)(i), the following words are inserted at the end (before “,”) :

“, or for Defined Benefit Members under clause 23.8”

6. In clause 26.1, the definitions of “CS Ordinary Time Earnings” and the definition of “Salary” are deleted, and are replaced by the following new definitions of “Salary”:

“**Salary**” means, in relation to:-

- (1) a Defined Benefit Member; and
- (2) an Accumulation Benefit Member, in respect of a period before the Salary Conversion Date,

the amount payable by the CS Employer to the Member calculated in accordance with the classification rate, and:

- (a) includes the amount of any:-
 - (i) supplementary payment (where relevant);
 - (ii) over award payment;
 - (iii) shift loading;
- (b) does not include the amount of any:-
 - (i) bonus;
 - (ii) commission;
 - (iii) overtime payment;
 - (iv) vehicular hire allowance;
 - (v) weekend or other penalty rate;
 - (vi) other fee or allowance.

“**Salary**” in relation to an Accumulation Benefit Member, in respect of a period on and after the Salary Conversion Date, has the meaning given in the LG Regulation.