



LGIAsuper Deed of Variation

LGIAsuper Trustee

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AUI-933020545v1

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Deed of Variation

Date 31 May 2023

Party

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

Recitals

- A. The Trustee is trustee of LGIASuper.
- 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) provide equivalent rights in respect of benefits to transferring members of SPSL Master Trust;
 - (2) facilitate the mechanics of admission of SPSL Master Trust members and employers, as members and employers of LGIASuper.
- 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;
 - (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.

It is declared as follows.

1. Definitions and interpretation

1.1 Definitions in this document

In this deed (including the Recitals):

“**Trust Deed**” means the trust deed of LGIA^{super} comprising, prior to execution of this deed, the terms of the trust deed adopted on the merger with Energy Super, by deed of variation dated 30 June 2021 which took effect on 1 July 2021, as amended by deed of variation dated 6 December 2022 which took effect on 31 December 2022. The terms of the trust deed adopted on the merger with Energy Super were an amendment and consolidation of the terms of the trust deed adopted on the merger with City Super that took effect on 1 July 2011, as amended, which were an amendment and consolidation of the original QLGS trust deed first made in 1995, as amended.

“**LGIA^{super}**” means the superannuation fund as established under the *Local Government Act 1993* and continued in existence under the *Local Government Act 2009*.

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

(a) 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 effective date.

(b) The effective date of the amendments is **1 June 2023**.

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.

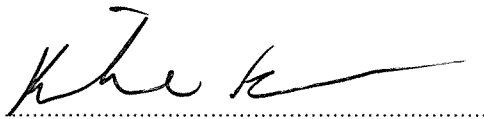
5. Governing law

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

Signing page

Executed as deed poll

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



Signature of Chief Executive Officer

Katherine Farrar
Chief Executive Officer

Name of Chief Executive Officer



Signature of Company Secretary

HAMISH CAMPBELL MCKELLAR

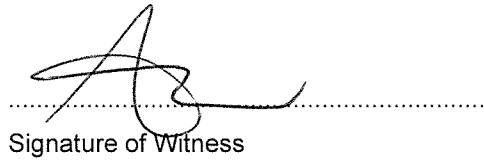
Name of Company Secretary



Signature of Witness

Ashleigh Simpson-Wade
Solicitor

Name of Witness



Signature of Witness

Ashleigh Simpson-Wade
Solicitor

Name of Witness

Schedule 1 – Amendments to Trust Deed

The Trust Deed is amended as set out in this Schedule 1, on and from the effective date.

1. Clause 3.1 is replaced with:

3.1 Application of appointment rules

This clause 3.1 applies to the appointment and removal of directors on and from the ES Merger Date.

2. The introductory words in clause 3.3(a) are replaced with:

On the Transition End Date and up to 31 May 2023, the board of directors of the Trustee must consist of:-

3. Clause 3.5 is replaced with:

3.5 Trustee board from SMT Merger Date

- (a) From the SMT Merger Date to 31 December 2024, the board of directors of the Trustee must consist of:-

- (i) 2 independent directors;
- (ii) 4 Employer representative directors, comprising:-
 - (A) 2 directors nominated by LGAQ;
 - (B) 1 director nominated by Energy Queensland; and
 - (C) 1 Director notified by the SMT Trustee who was a director of the SMT Trustee and qualifies as an Employer representative; and
- (iii) 4 Member representative directors, comprising:-
 - (A) 1 director nominated by QSU;
 - (B) 1 Director notified by the SMT Trustee who was a director of the SMT Trustee and qualifies as a Member representative; and
 - (C) 2 Member elected directors appointed under clause 3.4.

- (b) From 1 January 2025 to 31 May 2026, the board of directors of the Trustee must consist of:-

- (i) 2 independent directors;
- (ii) 4 Employer representative directors, comprising:-
 - (A) 2 directors nominated by LGAQ;
 - (B) 1 director nominated by Energy Queensland; and

- (C) 1 Director notified by the SMT Trustee who was a director of the SMT Trustee and qualifies as an employer representative; and
- (iii) 4 Member representative directors, comprising:-
 - (A) 1 director nominated by QSU;
 - (B) 1 Director notified by the SMT Trustee who was a director of the SMT Trustee and qualifies as a member representative; and
 - (C) 2 Member elected directors appointed under clause 3.9;
- (c) From 1 June 2026, the board of directors of the Trustee must consist of:-
 - (i) 2 independent directors;
 - (ii) 4 Employer representative directors, comprising:-
 - (A) 2 directors nominated by LGAQ;
 - (B) 1 director nominated by Energy Queensland; and
 - (C) 1 Director nominated by Suncorp; and
 - (iii) 4 Member representative directors, comprising:-
 - (A) 1 director nominated by QSU; and
 - (B) 3 Member elected directors appointed under clause 3.9.
- (d) The term of office of the 2 Member elected directors who take office from 1 January 2025 under clause 3.5(c)(iii)(B) is 4 years (expiring 31 December 2028).
- (e) The term of office of the additional Member elected director who takes office from 1 June 2026 is 2 years and 7 months (expiring 31 December 2028).

4. Clauses 3.7 and 3.8 are replaced with:

3.7 Term of office for Employer representatives

- (a) The term of appointment for a director nominated by LGAQ is 4 years ending on 31 October in the year of a quadrennial Local Government election:-
 - (i) except for directors holding office on the ES Merger Date, who will continue to hold office for the period to the Transition End Date;
 - (ii) except for directors that clause 3.3(b)(i)(A) applies to; and
 - (iii) except for directors nominated under clause 3.5(b)(ii)(A) , who will continue in office under clause 3.5(c)(ii)(A) and will hold office for a period of 3 years and 9 months (from 1 January 2025 to 31 October 2028).
- (b) The term of appointment for a director nominated by:-
 - (i) Energy Queensland;
 - (ii) Suncorp,

is 4 years from the date of appointment.

- (c) The term of appointment for an Employer representative director nominated under clause 3.5(a)(ii)(C) is 3 years from the date of appointment (expiring 31 May 2026).
- (d) Subject to clause 3.7(e), an Employer representative whose term has ended may be reappointed.
- (e) A person is not eligible to be appointed or reappointed as an Employer representative if the sum of the term of appointment and the terms of all previous service by that person as a director (appointed or nominated in any capacity), whether continuous or broken, exceeds 12 years. For a director who was:-
 - (i) a director of the Energy Super Trustee immediately before the ES Merger Date, the director's terms of previous service as a director of the Energy Super Trustee are counted;
 - (ii) a director of the SMT Trustee immediately before the SMT Merger Date, the director's terms of previous service as a director of the SMT Trustee are counted.

3.8 Term of office for Member representatives nominated by organisations

- (a) The term of appointment for a director nominated by QSU is 4 years from the date of appointment, except for a director that clause 3.3(a)(iii)(A) applies to.
- (b) Subject to clause 3.8(c) a Member representative nominated by QSU whose term has ended may be reappointed.
- (c) A person is not eligible to be appointed or reappointed as an a Member representative if the sum of the term of appointment and the terms of all previous service by that person as a director (appointed or nominated in any capacity), whether continuous or broken, exceeds 12 years. For a director who was:-
 - (i) a director of the Energy Super Trustee immediately before the ES Merger Date, the director's terms of previous service as a director of the Energy Super Trustee are counted;
 - (ii) a director of the SMT Trustee immediately before the SMT Merger Date, the director's terms of previous service as a director of the SMT Trustee are counted.
- (d) The term of appointment for a Member representative director nominated under clause 3.5(b)(iii)(B) (notified by the SMT Trustee) is 3 years from the date of appointment (expiring 31 May 2026).

5. Clause 3.9(g) is replaced with:

- (g) The term of appointment for a Member elected director is 4 years except for directors that clause 3.3(b)(ii)(B) or clause 3.5(e) applies to.

6. The following new paragraph (v) is inserted in clause 3.12(a) after paragraph (iv):

- (v) nominated by Suncorp may be removed by Suncorp;

7. Clause 3.15 is replaced with:

3.15 Filling of other vacancies

- (a) Where there is a vacancy in a position of Employer representative:
 - (i) who is nominated by an organisation, that organisation must nominate a replacement;
 - (ii) who is nominated under clause 3.5(b)(ii)(C) (notified by the SMT Trustee) the Board must determine a procedure for appointing a replacement.
- (b) A vacancy in a position of Employer representative must be filled within 90 days after the vacancy occurs.
- (c) Where there is a vacancy in a position of a Member representative:
 - (i) who is nominated by an organisation, that organisation must nominate a replacement;
 - (ii) who is nominated under clause 3.5(b)(iii)(B) (notified by the SMT Trustee), the Board must determine a procedure for appointing a replacement.
- (d) A vacancy in the position of independent director must be filled in the manner set out in clause 3.10.
- (e) The term of appointment of a person appointed to fill a vacancy is the balance of the term of the original appointee.

8. The following new clause 5.10A is inserted after clause 5.10:

5.10A Continuation of terms of participation for SMT Employers

- (a) A SMT Employer is admitted as a Participating Employer on the SMT Merger Date.
- (b) Any terms of participation agreed between the SMT Employer and the SMT Trustee, and notified to the Trustee by the SMT Trustee, continue to apply as the SMT Employer's terms of participation in the Scheme.

9. The following new clause 10.4 is inserted after clause 10.3:

10.4 Repayment of contributions

The Trustee may repay contributions to an Employer, or where the contributions have been made by the Member to the Member, or where contributions have been made on behalf of the Member to the person who has made the contribution, if:

- (a) the contributions have been received contrary to Superannuation Law;
- (b) the contributions were paid by mistake; or
- (c) the contributions are to be applied as premiums under a policy of insurance and the insurer refuses such premiums,

in which case:

- (d) an adjustment shall be made to the Member's accumulation account to the extent permitted under Superannuation Law for tax, net investment earnings or net investment loss, and Scheme Expenses; and
- (e) the person shall be deemed not to have become a Member in the case of contributions first made in respect of that person.

10. Clause 12.5 is replaced with the following:

12.5 Time limit for Total and Permanent Disablement claims¹

- (a) A benefit is not payable in respect of:
 - (i) Total and Permanent Disablement of a Member other than:
 - (A) an ES Member; or
 - (B) a SMT Member; or
 - (ii) Failure of Health of a Chapter 3 Member,

unless a claim for payment of the benefit is received by the Trustee within 6 years of the date on which the Member permanently ceases employment with the Participating Employer by reason of the Total and Permanent Disablement or Failure of Health.
- (b) The Trustee must not consider or assess a claim received by the Trustee, in respect of a Member other than an ES Member or a SMT Member, outside the time stated in clause 12.5(a).

¹ Clause 12.5 was inserted in the Trust Deed by Deed of Variation dated 5 June 2012 (as clause 154 and clause 259 of the Pre ES Merger Provisions).

12.6 SMT Wealthstar Policies

Where the Trustee holds a SMT Wealthstar Policy for a Member, the Member is entitled to the benefit on death, disability or terminal illness under the SMT Wealthstar Policy, that the Trustee receives from the relevant Life Insurer.

11. In clause 15.10 the following typographical correction is made:

"To avoid doubt. payment" is replaced with "To avoid doubt, payment".

12. The following sentence is inserted at the end of clause 17.3(b):

A pension of a Transferred SMT Member continues in the Scheme on the SMT Merger Date, on the same terms as applied in SMT immediately before the SMT Merger Date.

13. The following new clause 17A is inserted after clause 17:

17A APPENDICES B, C AND D APPLY INSTEAD OF CHAPTER 2

17A.1 Application of Appendices B, C and D

Appendix B, Appendix C or Appendix D apply instead of the provisions in this Chapter 2 (clauses 10 to 17 inclusive), in respect of benefits payable to or in respect of a Member under:-

- (a) a Benefit Policy;
- (b) the Group Annuity Policy; or
- (c) the Establishment Phase Policy and / or the Income Phase Policy.

17A.2 Pensions payable under Appendices B, C and D

Where an income stream is payable under Appendix B, Appendix C or Appendix D on the basis that the pension qualifies as a pension (or a particular type of pension) under Superannuation Law, any condition, standard or requirement of Superannuation Law which is required to be satisfied in order for the income stream to qualify as a pension (or as a particular type of pension) under Superannuation Law is deemed to be included in this Deed for so long as that condition, standard or requirement is so required.

14. Clause 29.8 is deleted.

15. After the heading:

“32. Defined terms in this Deed”

the following sub-heading is inserted:

32.1 Defined terms and definitions

16. The following new definitions are inserted in clause 32.1 in alphabetical order:

“Asteron LSL” means Asteron Life & Superannuation Limited ACN 073 979 530.

“Asteron Life” means Asteron Life Limited ACN 001 698 228 (prior to that company’s de-registration).

“Asteron Policies” means policies of life insurance:-

- (a) that were:-
 - (i) issued by Asteron Life to the trustee of Asteron Superannuation Fund;
 - (ii) on a successor fund transfer of Asteron Superannuation Fund to SMT, assigned from the trustee of Asteron Superannuation Fund to the SMT Trustee, as policy owner; and

- (iii) assigned from Asteron Life to Asteron LSL, and subsequently assigned from Asteron LSL to TAL, as issuer;
- (b) as transferred to the Scheme, by assignment from the SMT Trustee to the Trustee, as agreed with TAL, on the SMT Merger Date.

“Benefit Policy” means an Asteron Policy:-

- (a) that is an individual superannuation policy of life insurance for the benefit of Member who is a former member of SMT; and
- (b) that provides benefits which include an investment component,

as that policy is varied or replaced from time to time, including where a replacement policy is issued by a different Life Insurer.

“Establishment Phase Policy” means the SMT Policy *“Endowment Policy for the Establishment Phase of the ALIS”* dated 30 August 2006, as that policy is varied or replaced from time to time, including where a replacement policy is issued by a different Life Insurer.

“Group Annuity Policy” means:-

- (a) the “Group Annuity Policy – policy endorsement” dated 1 April 2020, that was:
 - (i) issued by Asteron LSL to the SMT Trustee, and restated and varied the terms of annuity policies that had been issued by Asteron LSL to the SMT Trustee (which replaced annuity policies that had been issued for predecessor funds prior to their successor fund transfer to SMT); and
 - (ii) assigned from Asteron LSL to TAL, as issuer;
- (b) as transferred to the Scheme, by assignment from the SMT Trustee to the Trustee, as agreed with TAL, on the SMT Merger Date,

as that policy is varied or replaced from time to time, including where a replacement policy is issued by another Life Insurer.

“Income Phase Policy” means the SMT Policy *“Annuity Policy for the Income Phase of the ALIS”* dated 30 August 2006, as that policy is varied or replaced from time to time, including where a replacement policy is issued by a different Life Insurer.

“Life Insurer” means an insurer regulated by the *Life Insurance Act (1975)* (Cth).

“Overriding Compliance Provisions” means clause 4.13, clauses 4.14 to 4.21 inclusive, and clause 17A.2.

“SFT Member” means a Member who transferred to the Scheme from another Superannuation Entity pursuant to an arrangement between the Trustee and the Transferor Trustee which includes an agreement that the Scheme is a successor fund of that Superannuation Entity in respect of the Member (and includes a Transferred ES Member and a Transferred SMT Member, as applicable).

“SMT” means the regulated superannuation fund known as “SPSL Master Trust” (formerly named “Suncorp Master Trust” and formerly otherwise named).

“SMT Employer” means a Participating Employer that, immediately before the SMT Merger Date, made contributions to SMT for the benefit of any Employees, under an arrangement with the SMT Trustee.

“SMT Longevity Benefit” means the interest that a Transferred SMT Member holds, or a pension benefit that a Transferred SMT Member or the Spouse of a deceased former member of SMT is receiving, under the Establishment Phase Policy or the Income Phase Policy immediately before the SMT Merger Date, as a member or beneficiary of:-

- (a) Asteron Superannuation Division Sub-Division 2: “Asteron Longevity Income Stream (Establishment Phase) Sub-Division” in the SMT; or
- (b) Asteron Superannuation Division Sub-Division 3: “Asteron Income Stream (Income Phase) Sub-Division” in the SMT.

“SMT Member” means a Member who:-

- (a) is a Transferred SMT Member;
- (b) is an Employee of a SMT Employer;
- (c) joined the Scheme by application under a product disclosure statement labelled “Brighter Super Optimiser”; or
- (d) is an Employee of a Participating Employer that was admitted to the Scheme under a product disclosure statement labelled “Brighter Super Optimiser”,

while that person remains a SMT Member.

“SMT Merger Date” means 1 June 2023.

“SMT Personal Super Benefit” means the interest that a Transferred SMT Member holds, or a pension benefit that a Transferred SMT Member or the Spouse of a deceased former member of SMT is receiving, under a Benefit Policy immediately before the SMT Merger Date, as a member or beneficiary of “Suncorp Personal Superannuation Division” in the SMT.

“SMT Trustee” means the trustee of SMT at the SMT Merger Date.

“SMT Wealthstar Policy” means an Asteron Policy:-

- (a) that is an individual superannuation policy of life insurance for the benefit of Member who is a former member of SMT;
- (b) that provides benefits on death and / or disability (and does not include an investment component),

as that policy is varied or replaced from time to time, including where a replacement policy is issued by a different Life Insurer.

“Suncorp” means Suncorp Staff Pty Ltd ACN 010 869 726.

“TAL” means TAL Life Limited ACN 050 109 450.

“Transferor Trustee” means the trustee of a Superannuation Entity, where members of the Superannuation Entity transfer to the Scheme pursuant to an arrangement between the Trustee and that trustee which includes an agreement that the Scheme is a successor fund of the Superannuation Entity in respect of the Member (and includes the Energy Super Trustee and SMT Trustee, as applicable).

“Transferred Fund” means a Superannuation Entity, where members of the Superannuation Entity transfer to the Scheme pursuant to an arrangement between the Trustee and the trustee of that Superannuation Entity which includes an agreement that the Scheme is a successor fund of that

Superannuation Entity in respect of the Member (and includes Energy Super and SMT, as applicable).

"Transferred SMT Member" means a Member who transferred to the Scheme from SMT on the SMT Merger Date.

17. The following definitions in clause 32.1 are amended:

16.1 In the definition of **"Binding Nomination"**, paragraph (b) is replaced with:

- (b) in respect of a SFT Member, a notice given to the Transferor Trustee that the Transferor Trustee requests and the Trustee agrees is accepted as a Binding Nomination for the Scheme.

16.2 In the definition of **"Death Benefit Instruction"**, paragraph (b) is replaced with:

- (b) in respect of a SFT Member, a notice given to the Transferor Trustee that the Transferor Trustee requests and the Trustee agrees is accepted as a Death Benefit Instruction for the Scheme.

16.3 In the definition of **"Insurance Benefit"**, paragraph (c) is replaced with:

- (c) any other benefit provided as a consequence of the Trustee arranging external insurance in respect of the death or disability of any Members.

16.4 The definition of **"LG Member"** is replaced with:

"LG Member" means a Member who:-

- (a) was a member immediately before the ES Merger Date;
- (b) is an Employee of a LG Employer;
- (c) joined the Scheme by application under a product disclosure statement labelled "LGIAsuper" or, before the SMT Merger Date, "Brighter Super"; or
- (d) is an Employee of a Participating Employer that was admitted to the Scheme under a product disclosure statement labelled "LGIAsuper" or, before the SMT Merger Date, "Brighter Super",

while that person remains a LG Member.

16.5 In the definition of **"Participating Employer"**, paragraph (c) is replaced with:

- (c) pursuant to an arrangement between the Employer and:-
 - (i) the trustee of City Super; or
 - (ii) the Energy Super Trustee; or
 - (iii) the SMT Trustee,

in each case before the respective mergers with the Scheme.

16.6 In the definition of “**Reversionary Beneficiary**”, paragraph (b) is replaced with:

(b) in respect of a SFT Member, a person:-

(i) who:-

(A) the Transferor Trustee notifies the Trustee was nominated by the SFT Member, while a member of the Transferred Fund (or a predecessor fund), as the person entitled to receive the Member’s pension benefit on the Member’s death; or

(B) the Member nominated at such other time during the term of the pension as the Trustee permits, in a form acceptable to the Trustee, as the person entitled to receive the Member’s pension benefit on the Member’s death; and

(ii) who is eligible under Superannuation Law to be a Reversionary Beneficiary of the pension (at the time the Member becomes a Member or at the time of nomination (if later) and at the time of the Member’s death).

18. Clause 32.2(c)(iv) is replaced with:

(iv) Reference to “clause” is to a provision of this Deed (including the Appendices).

19. Schedule 2 is replaced with:

Schedule 2 - TRANSITIONAL PROVISIONS FOR SMT MERGER

1. Preservation of rights under Former SMT Deed

If a provision in Chapter 1 or Chapter 2 has, or could be interpreted as having, the effect that a Transferred SMT Member does not have benefit entitlements after the SMT Merger Date which are at least equivalent to those held under the Former SMT Deed:-

- (a) that outcome is unintended;
- (b) the relevant provision must be read down, if possible, to avoid that outcome;
- (c) if the relevant provision cannot be so read down, it does not operate to the extent that it produces that outcome; and
- (d) a provision contained in the Former SMT Deed may be taken to be incorporated by reference into this Deed, and applied accordingly, to the extent necessary to avoid that outcome.

2. Entitlements under Former SMT Deed not affected

Neither this Deed nor any amendment to this Deed affects the:-

- (a) amount;
- (b) calculation of interest on; or
- (c) nature,

of a Member's rights and entitlements with respect to benefits under the Former SMT Deed.

3. Pre merger benefits not affected

To avoid doubt, a benefit which is or becomes payable in respect of a Transferred SMT Member by virtue of an event or occurrence before the SMT Merger Date must be calculated and paid under the Former SMT Deed.

4. Definitions in this Schedule 2

In this Schedule 2:

"Former SMT Deed" means the trust deed dated 22 June 1979 establishing SPSL Master Trust (under a former name) as amended.

20. The following new Appendices B, C and D are inserted after Appendix A:

Chapter 2 Appendix B – SMT Personal Super

B.

B.1. APPLICATION OF APPENDIX B

- (a) This Appendix B applies to:-
- (i) Transferred SMT Members who hold or are in receipt of a SMT Personal Super Benefit; and
 - (ii) other Beneficiaries who are in receipt of a SMT Personal Super Benefit, as a spouse of a former member of SMT.
- (b) Contributions and benefits in respect of Members and Beneficiaries who hold or are in receipt of a SMT Personal Super Benefit are calculated and payable in accordance with this Appendix B instead of Chapter 2 (clauses 10 to 17 inclusive).

B.2. BASIS FOR PROVISION OF BENEFITS UNDER APPENDIX B

- (a) In order to provide SMT Personal Super Benefits, the Trustee shall in respect of each Member effect with a Benefit Insurer a Benefit Policy on such terms and conditions as the Trustee and the Benefit Insurer agree.
- (b) If the Member has contributed amounts to the Advance Premium Account the Trustee shall maintain a Member's Credit Account for that Member which shall consist of:-
- (i) the balance of the Member's Credit Account immediately before the SMT Merger Date, as notified to the Trustee by the SMT Trustee;
 - (ii) **plus** contributions paid into the Advance Premium Account in respect of the Member, and any other amount received by the Trustee for the credit of the Member;
 - (iii) **less** any taxes, premiums pursuant to the Benefit Policy, administration costs and any other costs prescribed by this Appendix B or by law;
 - (iv) **less** any amounts withdrawn from the Member's Credit Account in order to be applied towards the payment of any outstanding premiums;
 - (v) **plus** subject to the discretion of the Trustee, compound interest allocated to the Member's Credit Account at the rate determined by the Benefit Insurer from time to time having regard to the net earning rate of the a capital guaranteed superannuation fund of the Benefit Insurer.

B.3. CONTRIBUTIONS TO BENEFIT POLICIES

B.3.1 Contribution rate for Benefit Policies

Contributions shall be made by or in respect of a Member, at least at the rate required under the Benefit Policy.

B.3.2 Arrangements for payment of premiums

The Trustee may make any arrangements with the Member for the payment of any premiums under the Benefit Policy.

B.4. BENEFITS UNDER BENEFIT POLICIES

B.4.1 Benefit entitlement under Benefit Policies

A Member's benefit under this Appendix B shall be equal to the Member's Policy Benefit, and shall be payable in whole or in part, in the circumstances set out in the Benefit Policy, or if none, as permitted by Superannuation Law and approved by the Trustee.

B.4.2 Restrictions on partial payments of Members' Policy Benefits

Despite any other provision of this Appendix B but subject to Superannuation Law, the Trustee may impose conditions and restrictions on partial payment of benefits under this Appendix B, including (for example):-

- (a) limits on how often partial payments are made;
- (b) a minimum amount for partial payment; and
- (c) a minimum balance that must remain in the Member's Credit Account after a partial payment.

B.5. CESSATION AS ELIGIBLE PERSON

A Member shall as soon as possible after ceasing to be an Eligible Person, notify the Trustee and the Trustee shall then:-

- (a) accept no further contributions from or on behalf of the Member;
- (b) within sixty days after becoming aware that the Member has ceased to be an Eligible Person, arrange with a Benefit Insurer for the Member's Benefit Policy to be converted into a paid up assurance for such sum as may be secured in respect of the contributions paid by or on behalf of such Member provided that where the Member's benefit is secured through a Benefit Policy which provides for an investment account and the Member so requests, the Benefit Policy subject to the approval of the Trustee may be continued without being converted into a paid up policy and in such an event a Benefit Insurer will continue to deduct administrative charges and to add investment earnings on the remaining investment account balance pursuant to the terms of the Benefit Policy subject to the investment account balance being sufficient to meet the administration charges as they fall due; and
- (c) should the Member be eligible for membership of a Superannuation Entity which is required to preserve any benefits so transferred in accordance with Superannuation Law, at the request of such Member (unless the benefit is to be transferred by way of successor fund transfer) and with the approval of the trustee of the Superannuation Entity, assign to that trustee any Benefit Policy effected or acquired together with the balance of the Member's Credit Account.

B.6. TRUSTEE INVESTMENT POWERS FOR BENEFIT POLICIES

B.6.1 Authorised investment of Benefit Policies

The Trustee shall invest all contributions by effecting Benefit Policies with a Benefit Insurer to secure the benefits of individual Members.

B.6.2 Method of investment of Benefit Policies

The Trustee shall invest contributions made in respect of a Member in accordance with the investment choice of that Member under the Benefit Policy.

B.7. DEFINITIONS AND GENERAL PROVISIONS FOR APPENDIX B

B.7.1 Definitions for Appendix B

“Advance Premium Account” means the investment account maintained by a Benefit Insurer for the purpose of investing certain contributions made by Members under this Appendix B as advance premium payments towards their benefit entitlement under the Benefit Policy.

“Benefit Insurer” means one or more of:

- (a) TAL;-
- (b) any other Life Insurer,

as the Trustee determines.

“Eligible Person” means any Gainfully Employed person or other person permitted by Superannuation Law to be a member of the Scheme.

“Gainfully Employed” means engagement in any business, trade, profession, vocation, calling, occupation of employment for gain to the extent required by Superannuation Law and ‘Gainful Employment’ shall have a similar meaning.

“Member’s Credit Account” means a Member’s credit account established for the Member by the Trustee in the Advance Premium Account.

“Member’s Policy Benefit” means the value of the Benefit Policy or the amount payable in respect of the Member under the Benefit Policy.

B.7.2 Cessation of membership under Appendix B

A person shall cease to be a Member that this Appendix B applies to, upon the payment of part of the Member’s benefit to or in respect of a Member and:-

- (a) the transfer or rollover of the balance of the Member’s benefit to another Superannuation Entity; or
- (b) the allocation of the balance of the Member’s benefit to an accumulation account, in which case the Member becomes a Retained Member.

B.7.3 Restrictions on partial transfers from Appendix B

Despite any other provision of this Appendix B but subject to Superannuation Law, the Trustee may impose conditions and restrictions on partial transfer of benefits under this Appendix B, including (for example):-

- (a) limits on how often partial transfers are made;
- (b) a minimum amount for a partial transfer; and
- (c) a minimum balance that must remain in the Member’s Credit Account after a partial transfer.

Chapter 2 Appendix C – SMT Longevity Benefits

C.

C.1. APPLICATION OF APPENDIX C

- (a) This Appendix C applies to:-
 - (i) Transferred SMT Members who hold or are in receipt of a SMT Longevity Benefit; and
 - (ii) other Beneficiaries who are in receipt of a SMT Longevity Benefit, as a spouse of a former member of SMT.
- (b) Contributions and benefits in respect of Members and Beneficiaries who hold or are in receipt of a SMT Longevity Benefit are calculated and payable in accordance with this Appendix C instead of Chapter 2 (clauses 10 to 17 inclusive).

C.2. ESTABLISHMENT PHASE AND INCOME PHASE POLICIES

C.2.1 Establishment Phase Policy

- (a) The Trustee must maintain the Establishment Phase Policy.
- (b) The Trustee must request two or more Longevity Investment Portfolios to be offered to the Trustee by the Longevity Insurer under the Establishment Phase Policy.
- (c) The Trustee is only obliged to exercise, and to consider exercising, any right of surrender of the Establishment Phase Policy where:-
 - (i) the Trustee is required to do so by Superannuation Law; or
 - (ii) the Establishment Phase Policy is being terminated.
- (d) For clarity, no Member or Beneficiary has any entitlement or right:-
 - (i) in or to any assets or proceeds of the Longevity EP Pool; or
 - (ii) to interfere in relation to the exercise of any discretion, decision, determination or power by the Trustee or the Longevity Insurer under the Establishment Phase Policy, including to require the Trustee to exercise, or consider exercising, any right of surrender of the Establishment Phase Policy.

C.2.2 Authorised investments – Establishment Phase

- (a) Subject to the payment of any charge, expense or taxation liability attributable to a Member, the Trustee must maintain the investment of a Member's Member Contribution Account in the Establishment Phase Policy.
- (b) The Trustee must make available a choice of Longevity Investment Portfolios to a Member on such terms and conditions as the Trustee considers appropriate.
- (c) A Member may direct the Trustee into which Longevity Investment Portfolio the Member wishes their Member Contribution Account to be invested in the Establishment Phase Policy.

- (d) Subject to clauses C.3.1 and C.3.2, the account balance in a Member Contribution Account is zero, each Member Contribution Account having been applied before the SMT Merger Date as an investment of SMT in the Establishment Phase Policy.

C.2.3 Income Phase Policy

- (a) The Trustee must maintain the Income Phase Policy.
- (b) The Trustee is only obliged to exercise, and to consider exercising, any right of surrender of the Income Phase Policy where:-
 - (i) the Trustee is required to do so by Superannuation Law; or
 - (ii) the Income Phase Policy is being terminated.
- (c) For clarity, no Member or Beneficiary has any entitlement or right in or to any assets or proceeds of the Longevity IP Pool.

C.3. BENEFITS – ESTABLISHMENT PHASE

C.3.1 Withdrawal Benefit

- (a) Subject to clause C.3.4, a Member may request the Trustee to pay a benefit equal to the Member's Withdrawal Benefit.
- (b) From the date a Withdrawal Benefit is paid to a Member, the Longevity Boost will no longer be payable to the Member.
- (c) The Withdrawal Benefit can only be requested by, and paid once to, the Member.
- (d) Where a Member becomes a lost member, the Trustee may pay this benefit by transfer or rollover for the benefit of the Member in accordance with Superannuation Law.

C.3.2 Death Benefit – death during Establishment Phase

If a Member dies during the Establishment Phase and:-

- (a) the Member has nominated an Eligible Reversionary Beneficiary and the Eligible Reversionary Beneficiary is alive at the Member's Conversion Age, the Trustee must establish a Life Pension at the Member's Conversion Age for the benefit of the Eligible Reversionary Beneficiary as a Longevity IP Benefit based on an amount equal to the Member's Conversion Age Benefit;
- (b) there is a Valid Death Benefit Instruction for the Member under clause 14.13, the Trustee must pay a benefit equal to the Member's Death Benefit in accordance with clause 14.13;
- (c) either:-
 - (i) there is no Valid Death Benefit Instruction for the Member; or
 - (ii) the Member's Eligible Reversionary Beneficiary dies before the Member's Conversion Age,

the Trustee must pay a benefit equal to the Member's Death Benefit to or for the benefit of:-

- (iii) the Member's Dependants and / or Legal Personal Representative; or

- (iv) any other person in the circumstances permitted by Superannuation Law, in such manner and in such proportions (if paying to more than one) as the Trustee thinks fit which is consistent with any mode of application disclosed in the Longevity Disclosure Document.

C.3.3 Conversion Age Benefit

On a Member attaining the Conversion Age, the Trustee must:-

- (a) provide to the Member a Longevity IP Benefit; and
- (b) as the Longevity IP Benefit, cause the Longevity Insurer to establish a pension for the benefit of the Member under the Income Phase Policy, based on the Member's Conversion Age Benefit, in accordance with clause C.4.1.

C.3.4 Early Income Age Benefit

On a Member attaining the Early Income Age, the Trustee must:-

- (a) provide to the Member a Longevity IP Benefit; and
- (b) as the Longevity IP Benefit, cause the Longevity Insurer to establish a pension for the benefit of the Member under the Income Phase Policy, based on an amount equal to the Member's Early Income Age Benefit, as provided in clause C.4.2.

C.3.5 Limit on benefits under Establishment Phase Policy

- (a) The benefits payable by the Trustee under this clause C.3 are limited to and dependent on the proceeds received by the Trustee under the Establishment Phase Policy.
- (b) No other benefits are payable under this clause C.3 other than the benefits set out in this clause C.3.

C.4. BENEFITS – INCOME PHASE

C.4.1 Standard Pension

- (a) On a Member attaining their Conversion Age and becoming entitled to a Longevity IP Benefit, the Trustee must pay the Member a pension for the lifetime of the Member comprising:-
 - (i) a Guaranteed Income Stream; and
 - (ii) a Variable Income Stream,calculated by the Longevity Insurer as follows:-
 - (iii) for the first year of the Life Pension, calculated on the Member's Conversion Age for the period from the Member's Conversion Age to the next 30 June; and
 - (iv) thereafter, calculated at the start of each financial year for that financial year.
- (b) If a Member dies and is survived by an Eligible Reversionary Beneficiary, the Trustee must pay the Eligible Reversionary Beneficiary, for the lifetime of the Eligible Reversionary Beneficiary, a pension equal to the Life Pension of the Member multiplied by the Nominated Reversionary Rate.

C.4.2 Early Income Pension

- (a) On a Member attaining the Early Income Age and becoming entitled to a Longevity IP Benefit, the Trustee must pay the Member a pension for the lifetime of the Member calculated using the Member's Early Income Benefit rather than their Conversion Age Benefit.
- (b) If a Member who is the recipient of an Early Income Pension dies and is survived by an Eligible Reversionary Beneficiary, the Trustee must pay the Eligible Reversionary Beneficiary for the lifetime of the Eligible Reversionary Beneficiary a pension equal to the Early Income Pension of the Member multiplied by the Nominated Reversionary Rate.

C.4.3 Frequency of pension payments

The amounts referred to in clauses C.4.1 and C.4.2 are payable annually, half-yearly, quarterly or monthly as requested by the Member or the Eligible Reversionary Beneficiary, in each case if agreed to by the Trustee and the Longevity Insurer.

C.4.4 Death Benefit – death during Income Phase

If a Member dies during the Income Phase, the Trustee must, in accordance with the Member's selection when they became entitled to a Longevity IP Benefit:-

- (a) if the Member has nominated an Eligible Reversionary Beneficiary and the Eligible Reversionary Beneficiary is alive at the Member's death, establish a Life Pension for the benefit of the Eligible Reversionary Beneficiary in accordance with clause C.4.1(b) or C.4.2(b) (as applicable);
- (b) if there is a Valid Death Benefit Instruction for the Member under clause 14.13, pay a benefit equal to the Member's Death Benefit in accordance with clause 14.13;
- (c) if there is no Valid Death Benefit Instruction for the Member, pay a benefit equal to the Member's Death Benefit to or for the benefit of:-
 - (i) the Member's Dependants and / or Legal Personal Representative; or
 - (ii) any other person in the circumstances permitted by Superannuation Law,in such manner and in such proportions (if paying to more than one) as the Trustee thinks fit which is consistent with any mode of application disclosed in the Longevity Disclosure Document.

C.4.5 No commutation of Life Pension

Except as required by Superannuation Law, the Member will not be permitted to commute the Life Pension.

C.4.6 Continuation of Life Pensions

A Life Pension of a Member or Eligible Reversionary Beneficiary, who is receiving a SMT Longevity Benefit immediately before the SMT Merger Date, continues in the Scheme on the SMT Merger Date on the same terms as applied in SMT immediately before the SMT Merger Date.

C.5. DEFINITIONS AND GENERAL PROVISIONS FOR APPENDIX C

C.5.1 Definitions for Appendix C

“Conversion Age” means in relation to a Member, the age which is notified to the Trustee, by the SMT Trustee, as the Member’s Conversion Age as at the SMT Merger Date.

“Conversion Age Benefit” means in relation to a Member:-

- (a) subject to paragraph (b) of this definition, the amount equal to the Notional Account Balance of the Member determined by the Longevity Insurer at the Member’s Conversion Age; or
- (b) if the Member dies before their Conversion Age and has an Eligible Reversionary Beneficiary, the amount equal to the Notional Account Balance of the Member as determined by the Longevity Insurer.

“Death Benefit” means in relation to a Member:-

- (a) if the Member dies in the Establishment Phase, the amount equal to:-
 - (i) the value of the Uncommitted Premiums of the Member, being a proportionate refund of the Initial Contribution paid by the Member as determined by the Longevity Insurer;
 - (ii) subject to a minimum of 25% (or such other amount as set out in the Longevity Disclosure Document) of such Initial Contribution net of contribution fees;
- (b) if the Member dies within the First Year Term, an amount equal to the value, determined on a basis that the Longevity Insurer (in its absolute discretion) deems reasonable, of the remaining Pension Entitlement payable between the date of this Member’s death and the end of the First Year Term;
- (c) if the Member dies after the First Year Term, nil.

“Early Income Age” means in relation to a Member, the age determined by the Trustee where the Trustee is satisfied that the Member:-

- (a) is within three years of the Member’s Conversion Age;
- (b) is in Good Health; and
- (c) is experiencing financial hardship based on a statutory declaration and other relevant supporting evidence as required by the Trustee.

“Early Income Age Benefit” means in relation to a Member, the amount equal to the Notional Account Balance of the Member determined by the Longevity Insurer at the Member’s Early Income Age.

“Early Income Pension” means a Life Pension calculated under clause C.4.2.

“Eligible Reversionary Beneficiary” means in relation to a Member, the Spouse of the Member nominated by the Member to be paid an income stream following the death of the Member where:-

- (a) the nomination of the Spouse has been accepted by the Trustee, or was accepted by the SMT Trustee and notified to the Trustee;

- (b) the Spouse is no more than ten years younger than the Member; and
- (c) the Spouse satisfies any requirements of Superannuation Law.

“First Year Term” means in relation to a Member, the twelve months from the date the Member becomes entitled to a Longevity IP Benefit.

“Good Health” means in relation to a Member, at any time, that the Trustee is satisfied that the Member at that time is healthy having regard to (amongst other things) a health certificate for the Member completed by a medical practitioner approved by the Trustee.

“Guaranteed Income Stream” means, in relation to a Longevity IP Member, a stream of payments determined by the Longevity Insurer under the Income Phase Policy comprising:-

- (a) in the First Year Term, after receipt of the Member's Conversion Age Benefit or Early Income Age Benefit (as applicable), an amount dependent on the Pension Rates and the value of the Member's Conversion Age Benefit or Early Income Age Benefit (as applicable); and
- (b) in each subsequent period of 12 months, or part of a year, a subsequent stream of payments which will not fall below 80% (or pro rata for part of year) of the total of the Life Pension paid to the Member in the First Year Term.

As at the SMT Merger Date, the Guaranteed Income Stream of a Member or Eligible Reversionary Beneficiary in receipt of a Life Pension is the monthly pension benefit amount specified as the guaranteed income stream for that Member or Eligible Reversionary Beneficiary, as notified to the Trustee by the SMT Trustee.

“Initial Contribution” means in relation to a Member, the amount made up of eligible termination payments and/ or any undeducted contribution that was provided by the Member as a member of SMT at the time they invested in the Establishment Phase Policy, as notified to the Trustee by the SMT Trustee.

“Investment Earnings” means the amount of earnings, whether positive or negative, as determined by the Longevity Insurer.

“Life Pension” means in relation to a Member, the sum of the Guaranteed Income Stream and the Variable Income Stream for the Member.

“Longevity Boost” means in relation to a Member, an amount determined by the Longevity Insurer in respect of the Member under the Establishment Phase Policy.

“Longevity Disclosure Document” means the document provided to a Beneficiary on an annual basis regarding information about the SMT Longevity Benefits, that:

- (a) is issued by the Trustee on or after the SMT Merger Date; or
- (b) was issued by the SMT Trustee, or by a former trustee of SMT, before the SMT Merger Date.

“Longevity EP Pool” means the pool of assets under the Establishment Phase Policy that supports the benefits which may be paid under the Establishment Phase Policy.

“Longevity Insurer” means one or more of:-

- (a) TAL;
- (b) any other Life Insurer,

as the Trustee determines.

“Longevity Investment Portfolio” means a separate investment portfolio arrangement or strategy established by the Trustee for Members under clause C.2.2(b).

“Longevity IP Benefit” means a pension payable to a Member under the Income Phase Policy, on establishment of a pension for the Member from the applicable proceeds allocated from the Establishment Phase Policy under clause C.3.3 or C.3.4.

“Longevity IP Pool” means the pool of assets under the Income Phase Policy supporting the Pension Entitlements.

“Member Contribution Account” means an account established in SMT for a Member's investment in the Establishment Phase Policy, and maintained by the Trustee under clause C.2.1(a).

“Nominated Reversionary Rate” means in relation to a Member, 100%, 75% or such other percentage nominated by the Member and approved by the Trustee and the Longevity Insurer.

“Notional Account Balance” means in relation to a Member at any time, the notional amount determined by the Longevity Insurer in respect of the Member at that time which is equal to:-

- (a) the Member's Notional Account Balance immediately before the SMT Merger Date, as notified to the Trustee by the SMT Trustee;
- (b) **plus** Investment Earnings on the Initial Contribution of the Member;
- (c) **less** the establishment and administration fees (including stamp duty charges unless the Longevity Insurer otherwise determines) applicable to the Member;
- (d) where a Withdrawal Benefit has been paid to a Member, **less** the amount of that Withdrawal Benefit;
- (e) **plus** any Longevity Boost in respect of the Member and Investment Earnings on the Longevity Boost; and
- (f) **less:-**
 - (i) where the Member dies and the Member has an Eligible Reversionary Beneficiary, an amount which reduces the Member's Conversion Age Benefit to be that amount which is sufficient to fund a Life Pension equal to the amount of the Life Pension that the Member would have received if the Life Pension had been calculated immediately before the death of the Member adjusted by the Nominated Reversionary Rate; or
 - (ii) where the Member has an Eligible Reversionary Beneficiary and where that Eligible Reversionary Beneficiary dies, an amount which reduces the Member's Conversion Age Benefit to be that amount which is sufficient to fund a Life Pension equal to the amount of the Life Pension that the Member would have received if the Life Pension had been calculated immediately before the death of the Eligible Reversionary Beneficiary.

“Pension Entitlement” means the entitlement of a Member or Eligible Reversionary Beneficiary to a Life Pension.

Pension Rate” means a rate determined by the Longevity Insurer under the Income Phase Policy as a best estimate of future investment rates and the investment returns at a Longevity IP Member’s Conversion Age or Early Income Age (as applicable).

“Uncommitted Premiums” means at any time, in relation to a Member, the portion of the Initial Contribution by the Member determined by the Longevity Insurer which is equal to:

$IC \times t/n$

where:

IC = the Initial Contribution paid by the Member (net of the applicable contribution fee paid under the Establishment Phase Policy);

n = the term from the date a Member invested in the Establishment Phase Policy while a member of SMT (as notified to the Trustee by the SMT Trustee) to their Conversion Age in days;

t = the unexpired duration at that time until their Conversion Age in days.

“Withdrawal Benefit” means the amount which is the lesser of:-

- (a) all or part of the Uncommitted Premiums as requested by a Member and approved by the Trustee and the Longevity Insurer; or
- (b) the Notional Account Balance.

“Variable Income Stream” means in relation to a Longevity IP Member at any time, a stream of payments calculated by the Longevity Insurer under the Income Phase Policy having regard to:-

- (a) the amount of the Guaranteed Income Stream of the Longevity IP Member at that time;
- (b) the Longevity IP Pool Value at that time;
- (c) the Longevity Insurer’s best estimate of the life expectancy of the Longevity IP Member at that time; and
- (d) the Longevity Insurer’s best estimate in respect of the investment returns and of inflation over the remaining life expectancy of the Longevity IP Member at that time.

As at the SMT Merger Date, the Variable Income Stream of a Member or Eligible Reversionary Beneficiary in receipt of a Life Pension is the monthly pension benefit amount specified as the variable income stream for that Member or Eligible Reversionary Beneficiary, as notified to the Trustee by the SMT Trustee.

C.5.2 Cessation of membership under Appendix C

- (a) A person ceases to be a Member that this Appendix C applies to when:-
 - (i) all benefits to, or in respect of which, the Member is entitled under the Establishment Phase Policy or the Income Phase Policy (as applicable) have been paid;
 - (ii) the Member dies; or

- (iii) in relation to a Withdrawal Benefit, the amount of the Withdrawal Benefit at the date the Member requests that the Withdrawal Benefit is paid is less than or equal to the Uncommitted Premiums referable to the Member.
- (b) For clarity, an Eligible Reversionary Beneficiary does not become a Member but the Trustee must pay the Eligible Reversionary Beneficiary their entitlements under this Appendix C.

C.5.3 Fees under Appendix C

- (a) The Trustee may determine fees from time to time, in relation to the Member's membership of the Scheme in respect of the benefit entitlement under this Appendix C.
- (b) Subject to clause C.5.3(c) on determination of a fee under clause C.5.3(a), the Trustee must disclose those fees in the Longevity Disclosure Document.
- (c) The Trustee may reserve the right in a Longevity Disclosure Document to impose a fee on a Member for a particular event.
- (d) The Member must pay the fees determined under this clause C.5.3.

Chapter 2 Appendix D – Classic Pension Benefits

D.

D.1. APPLICATION OF APPENDIX D

- (a) This Appendix D applies to:-
- (i) Transferred SMT Members who were in receipt of a benefit under Division 13 Pension Sub-Division of SMT Trust Deed; and
 - (ii) other Beneficiaries who were in receipt of a benefit under Division 13 Pension Sub-Division of SMT Trust Deed, as a spouse of a former member of SMT,
- where that benefit is paid under the Group Annuity Policy.
- (b) Benefits in respect of Members and Beneficiaries who are in receipt of a Classic Pension are calculated and payable in accordance with this Appendix D instead of Chapter 2 (clauses 10 to 17 inclusive).
- (c) To avoid doubt, any benefit of a Transferred SMT Member or other former beneficiary of SMT, that was payable under Division 13 Pension Sub-Division of SMT Trust Deed as an account based pension, allocated pension or market linked pension, is governed by Chapter 2 and not by this Appendix D.

D.2. OVERRIDING PROVISIONS FOR APPENDIX D

D.2.1 Paramount provision

For avoidance of doubt, the Overriding Compliance Provisions are paramount provisions and will overrule this clause D.2.

D.2.2 Terms and conditions of Classic Pensions

- (a) Notwithstanding any other provision of this Deed including this Appendix D, the Trustee shall pay a pension payable under this Appendix D on the basis of the terms and conditions as the Trustee considers necessary or desirable in order to comply with the requirements of Superannuation Law.
- (b) In order to comply with clause D.2.2(a), the Trustee has the power to adjust in any way the operation of the provisions of this Deed including this Appendix D as the Trustee determines necessary or desirable.

D.2.3 Commutations of Classic Pensions

Notwithstanding any other provision of this Deed including this Appendix D, the Trustee shall not commute or agree to arrange for the commutation of any Classic Pension in any way which would contravene Superannuation Law or lose the beneficial tax status of the Scheme.

D.2.4 Terms of Classic Pensions

- (a) The Classic Pension Benefit for each Member or Beneficiary continues in the Scheme on the SMT Merger Date, on the same terms as applied in SMT immediately before the SMT Merger Date.

- (b) The terms applicable as at the SMT Merger Date include:-
 - (i) for a Classic Pension designated as "Lifetime option", the benefit is a pension payable monthly for the life of the Member, and after the death of the Member for the life of the Classic Pension Reversionary Beneficiary if any;
 - (ii) for a Classic Pension designated as "CPI option", the benefit:-
 - (A) is a pension payable monthly for a term of up to 25 years as selected by the Member on commencement of the pension in SMT; and
 - (B) may provide for lump sum withdrawals, if selected by the Member on commencement of the pension in SMT.
- (c) The terms referred to in clause D.2.4(b) are subject to any future adjustments under clause D.3.

D.3. CLASSIC PENSION BENEFIT ENTITLEMENT

D.3.1 Form of payment

Subject to Superannuation Law and the Group Annuity Policy, the Trustee may pay a benefit to a Classic Pensioner:-

- (a) in the form of a pension;
- (b) in the form of a lump sum on commutation;
- (c) by transferring the assets to or for the benefit of the Classic Pensioner to another Superannuation Entity;
- (d) by allocating the assets to an accumulation account or pension account under Chapter 2; or
- (e) in any other manner permitted under the Group Annuity Policy for the type of pension being paid to the Classic Pensioner.

D.3.2 Timing of payment

- (a) Subject to Superannuation Law and the Group Annuity Policy, the Trustee must make pension payments to the relevant Classic Pensioner with such frequency and at such intervals and times as are agreed between the Trustee and the Classic Pensioner.
- (b) Subject to any limits set out in clause D.3.2(c), the Trustee may allow a Classic Pensioner to nominate the value of the pension payments to be paid under the Classic Pension during a financial year.
- (c) Where a Classic Pensioner does not nominate the value of a pension payment, the Trustee must make pension payments:-
 - (i) calculated according to any previous agreement relating to pension payments between the Trustee or the SMT Trustee (as applicable) and the Classic Pensioner; or
 - (ii) in the absence of such agreement, at the minimum level prescribed under the Group Annuity Policy or required under Superannuation Law.

- (d) Where there are minimum and maximum limits on the sum of pension payments the Trustee may make to a Classic Pensioner within a calendar year, the Trustee must disclose these limits to that Classic Pensioner.
- (e) Subject to Superannuation Law and the Group Annuity Policy:-
 - (i) the Trustee may alter the frequency with which pension payments are to be made:-
 - (A) at any time the Trustee considers appropriate; or
 - (B) at any time agreed between the Classic Pensioner and the Trustee; and
 - (ii) subject to clause D.3.2(d) the Trustee may, on the request of the Classic Pensioner, make ad hoc lump sum payments from the Classic Pensioner's benefit.
- (f) The Trustee may at any time and without prior notice to the Classic Pensioner adjust the value of pension payments paid to a Classic Pensioner to such a level that complies with Superannuation Law.

D.3.3 Commutation of Classic Pension

The Trustee may permit a Classic Pensioner to commute all or any part of that Classic Pension in the manner and form permitted under the Group Annuity Policy provided that the commutation complies with Superannuation Law.

D.3.4 Death of Classic Pensioner

A benefit is payable on the death of a Classic Pensioner in accordance with the Group Annuity Policy and the terms of the Classic Pension.

D.4. DEFINITIONS AND GENERAL PROVISIONS FOR APPENDIX D

D.4.1 Definitions for Appendix D

"Classic Pension" means a pension governed by Division 13 Pension Sub-Division of SMT Trust Deed immediately before the SMT Merger Date, and paid under the Group Annuity Policy.

"Classic Pension Disclosure Document" means at any time the document which at that time was most recently provided to Members and Beneficiaries describing Classic Pension Benefits, that:-

- (a) is issued by the Trustee on or after the SMT Merger Date; or
- (b) was issued by the SMT Trustee, or by a former trustee of SMT, before the SMT Merger Date.

"Classic Pension Reversionary Beneficiary" means a Reversionary Beneficiary who was nominated by the Member as a reversionary beneficiary at the time the Member's Classic Pension commenced in SMT while that person continues to qualify as a Reversionary Beneficiary.

"Classic Pensioner" means a person in receipt of a Classic Pension (as a Member or a Classic Pension Reversionary Beneficiary).

D.4.2 Cessation of membership under Appendix D

A person ceases to be a Beneficiary under this Appendix D:-

- (a) in the circumstances set out in the Group Annuity Policy;
- (b) on their death; or
- (c) when all of the Beneficiary's benefits are:-
 - (i) paid to the Beneficiary;
 - (ii) paid for the benefit of the Beneficiary (including by being transferred or rolled over to another Superannuation Entity or allocated to an accumulation account or pension account under Chapter 2); or
 - (iii) otherwise satisfied or dealt with in accordance with Superannuation Law or this Deed,

whichever is the earlier.

D.4.3 Fees for Appendix D

- (a) The Trustee shall be entitled to deduct from a Classic Pension:-
 - (i) any fees, costs or charges as set out in a Classic Pension Disclosure Document; and
 - (ii) any reimbursement or amount required to satisfy a right of indemnity of the Trustee in relation to any Scheme Expenses in the manner set out in a Classic Pension Disclosure Document.
- (b) Where a Classic Pension Disclosure Document does not expressly state the matters set out in clause D.4.3(a), then the Trustee is entitled to:-
 - (i) be remunerated in accordance with this Deed;
 - (ii) pay Scheme Expenses in accordance with this Deed; and
 - (iii) exercise the Trustee's right of indemnity in accordance with this Deed.