

DATED 11 JUNE 2013

**COMMONWEALTH BANK GROUP SUPER
ABN 24 248 426 878**

AMENDING DEED POLL

**COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124**

Amendment No. 27 to Trust Deed dated 11 July 1996 as amended by
Deeds Poll dated 25 September 1997, 19 February 1998, 23 July 1999, 23 February 2000,
31 July 2000, 15 May 2001, 15 May 2002, 1 April 2003, 2 October 2003, 10 June 2004,
6 December 2004, 18 February 2005, 18 April 2005, 5 May 2005, 18 August 2005,
3 March 2006, 7 July 2006, 8 November 2006, 29 June 2007, 30 June 2008, 30 December
2008, 21 December 2009, 23 March 2010, 26 May 2011, 30 April 2012 and 14 February 2013

DEED POLL

THIS DEED POLL is made on 11th day of JUNE 2013

By:

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, NSW, Australia 2000 ("Principal Employer")

INTRODUCTION

- A. The superannuation fund presently known as the **Commonwealth Bank Group Super ("Fund")** is governed by a deed between the Principal Employer and Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, 2000 ("**Trustee**") dated 11 July 1996 (the "**Original Deed**") as subsequently amended by Deeds dated 25 September 1997, 19 February 1998, 23 July 1999, 23 February 2000, 31 July 2000, 15 May 2001, 15 May 2002, 1 April 2003, 2 October 2003, 10 June 2004, 6 December 2004, 18 February 2005, 18 April 2005, 5 May 2005, 18 August 2005, 3 March 2006, 7 July 2006, 8 November 2006, 29 June 2007, 30 June 2008, 30 December 2008, 21 December 2009, 23 March 2010, 26 May 2011, 30 April 2012 and 14 February 2013 (the Original Deed, as amended by the said subsequent Deeds being referred to in this deed as the "**Trust Deed**"). The Trust Deed includes the Rules of the Fund ("**Rules**").
- B. The Principal Employer is the "Principal Employer" in the terms of the Trust Deed and the Trustee is the sole "Trustee" of the Fund in terms of the Trust Deed.
- C. Under clause 6 of the Trust Deed, the Principal Employer may by Deed, amend, add to, revoke or replace all or any of the provisions of the Trust Deed as the Principal Employer sees fit, subject to the requirements of that clause.
- D. The Principal Employer will by this Deed Poll:
- i. amend Division D of the Rules to remove the anomaly that a Child is not entitled to a benefit under Rule D8.3(b) if a Spouse does not qualify for a pension due to Rule D8.10(b) not being satisfied;

- ii. amend Division F of the Rules to correct an error made in the amendment of Rule F8.4(d) in Deed Poll 23;
- iii. amend Division F of the Rules to remove an anomaly by confirming that an allocated pensioner is also a Post-Employment Member;
- iv. amend Division CH of the Rules to include the benefit provisions of deferred ex-Scottish members through incorporating the booklet of these members;
- v. amend Division CK of the Rules to remove the specific reference to marriage as the definition of Spouse now recognises arrangements in addition to marriage;
- vi. amend Divisions CO, CH and CK to cap the amount payable to multiple spouses to the aggregate benefit payable to a single spouse at the time of death of that pensioner.

E. The Principal Employer considers that this Deed Poll and the amendments provided for in this Deed Poll satisfy all relevant requirements of clause 6 of the Trust Deed.

The deed poll witnesses as follows:

OPERATIVE PART

1. Interpretation

Except to the extent it is given a special meaning in this Deed Poll, any word or expression which has a particular meaning in the Trust Deed must, when used in this Deed Poll, be given the same meaning as it has in the Trust Deed.

2. Effective date

With the exception of amendments No. 3 and 6 regarding Rule D8.3(b) and Division CH Scottish Scheme Member respectively the Principal Employer amends the Trust Deed with the following amendments with effect from the date of this Deed Poll. Amendment No. 3 is amended with effect from 1 May 2009 and amendment No. 6 is amended with effect from 2 October 2003.

3. Amendments to Rule D8.3(b) to remove the anomaly of a Child not being entitled to a benefit under Rule D8.3(b)(2) if a Spouse does not qualify for a pension due to Rule D8.10(b) and to remove the anomaly of a Child potentially

receiving a benefit under Rule D8.3(b)(1) and Rule D8.3(b)(2) on the death of a Spouse who did not qualify for a pension due to Rule D8.10(b)

In Rule D8.3(b)(1) insert the words "other than a Spouse who is not entitled to a pension under Rule D8.10(b)" after the words "leaves a Spouse".

In Rule D8.3(b)(2) insert the words "or leaves a Spouse who is not entitled to a pension under Rule D8.10(b)" after the words "leaves no Spouse".

4. Amendment to Rule F8.4(d) to correct a previous amendment error

In Rule F8.4(d) delete the words "except where they have made a nomination under Rule A25.1 which has been accepted by an Employer".

5. Amendment to Rule F2A.3 to remove the restriction that an Allocated Pensioner cannot be a Post-Employment Member

In Rule F2A.3(a)(2), delete "other than solely as an Allocated Pensioner,".

6. Amendment to Division CH to include the benefit provisions of deferred ex-Scottish members through incorporating the booklet of these members

Insert the following definition in Rule CH1.2:

"Scottish Scheme Member" means a Member who was a member in the Scottish Australia Financial Management Limited Retirement Benefit and Life Assurance Scheme and who remains in this Division."

Insert after Rule CH1.3 the following:

"CH1.4 Incorporation of provisions of the Scottish Australia Financial Management Limited Retirement Benefit and Life Assurance Scheme Booklet

To the extent required to enable Scottish Scheme Members to receive from the Fund the same level of benefits which they would have been entitled to receive from the Scottish Australia Financial Management Limited Retirement Benefit and Life Assurance Scheme in effect in July 1991, the provisions of the Scottish Australia Financial Management Limited Retirement Benefit and Life Assurance Scheme Booklet dated July 1991 are incorporated into this Deed and will apply to Scottish Scheme Members. The provisions of Division CH will not apply to the Scottish Scheme Members unless otherwise determined by the Trustee with the consent of the Principal Employer."

7. Amendment to Division CK to remove specific reference to marriage

In paragraph 5 of Appendix 6 of Division CK, replace the words

"At the request, made within 3 months after marriage, of a Pensioner who marries after commencement of the pension and desires to provide a contingent reversionary pension for a Spouse"

with

"Where a person becomes the Spouse of a Pensioner after the commencement of the Pension and the Pensioner within 3 months after that person becomes the Pensioner's Spouse requests that a contingent reversionary pension be provided for the Spouse".

8. Amendments to Divisions CO, CH and CK to cap the amount payable to multiple spouses to the current aggregate benefit payable to a single spouse at the time of death of that pensioner

8.1 Amendment to Division CO

Delete Rule CO4.8 and replace with the following:

"CO4.8 Pensions payable to an Eligible Spouse on the Death of a Pensioner

- (a) Upon the death of a Pensioner more than five years after the date of his or her retirement who is survived by an Eligible Spouse, there shall be payable to such Eligible Spouse from the Fund and subject to the provisions of Rule CO4.8(ba) and Rule CO4.8(c) an annual pension of an amount equal to 60% of the annual pension being paid to the Pensioner immediately prior to the date of his or her death.
- (b) If a Pensioner dies within the period of five years after the date of his or her retirement and if at the date five years after the date of his or her retirement the Pensioner is survived by an Eligible Spouse, there shall be payable to such Eligible Spouse from the Fund and subject to the provisions of Rule CO4.8(ba) and Rule CO4.8(c) and commencing from the date five years after the date of the Pensioner's retirement an annual pension of an amount equal to 60% of the annual pension being paid to the said Eligible Spouse pursuant to Rule CO4.5 immediately prior to the said date of expiry of the said period of five years after the Pensioner's death.
- (ba) Where a Pensioner is survived by 2 or more Eligible Spouses:
 - (i) the Trustee shall allocate the pension payable under Rule CO4.8 or Rule CO4.5 between any one or more of the Eligible Spouses in such proportions as the Trustee shall determine, having regard to their respective needs and such other matters as it considers relevant, including without limitation any notice in writing from the Member received by the Trustee before the Member's death as to the manner in which the Member desired such allocation to be made to the Eligible Spouse or any one or more of the Eligible Spouses of the Member;
 - (ii) if the Trustee allocates the annual pension to more than one Eligible Spouse, the aggregate amount payable to all Eligible Spouses shall not exceed the amount that would have been payable had there been only one Eligible Spouse at the time of death of the Pensioner; and
 - (iii) once the Trustee has apportioned the pension between any one or more of the Eligible Spouses, each portion of the benefit shall be treated as a separate benefit in respect of the relevant

Eligible Spouse and shall not be re-apportioned on the death of the Eligible Spouse.

- (c) Any pension payable to an Eligible Spouse pursuant to the foregoing provisions of this Rule together with any increases granted under the provisions of Rule CO4.9 shall be paid by equal monthly instalments until the earlier of that person ceasing to be an Eligible Spouse and the death of the Eligible Spouse."

8.2 Amendment to Division CH

In Rule CH7.1 insert "and Rule CH7.5" immediately after "Subject to Rule CH7.2".

In Rule CH7.3 insert "Subject to Rule CH7.5" immediately before "An additional amount".

Insert Rule CH7.5 immediately after Rule CH7.4 as follows:

"CH7.5 Application of death benefits where there are two or more Surviving Spouses

Where a Pensioner is survived by 2 or more Surviving Spouses:

- (a) the aggregate amount of pension payable under Rule CH7.1 shall be reduced in accordance with Rule CH7.2;
- (b) the Trustee shall allocate the pension payable under Rule CH7.1, as reduced in accordance with Rule CH7.2, between any one or more of the Surviving Spouses in such proportions as the Trustee shall determine, having regard to their respective needs and such other matters as it considers relevant, including without limitation any notice in writing from the Member received by the Trustee before the Member's death as to the manner in which the Member desired such allocation to be made to the Surviving Spouse or any one or more of the Surviving Spouses of the Member;
- (c) the aggregate amount of pension payable under Rule CH7.1 shall not at any time exceed an amount equal to 60% of the pension to which the Pensioner would have been entitled at the time of his or her death if no part of the pension had been commuted;
- (d) once the Trustee has apportioned the pension between any one or more of the Surviving Spouses, each portion of the benefit shall be treated as a separate benefit in respect of the relevant Surviving Spouse and shall not be re-apportioned on the death of one or more of the Surviving Spouses; and
- (e) if the pension payable under Rule CH7.1 was allocated by the Trustee to more than one Surviving Spouse, then the additional amount payable under Rule CH7.3 upon the death of a Surviving Spouse shall be paid in lump sum form in accordance with Rule A24.13 in relation to that deceased Surviving Spouse equal to the excess of:
 - (i) 7.5 times the annual rate of pension payable (after commutation) to the Pensioner on cessation of employment with the Employer times the

portion of benefit expressed as a percentage determined under Rule CH7.5(d) for that deceased Surviving Spouse; over

- (ii) the total amount of pension (ignoring any amount commuted) paid to the Pensioner from the Fund, CGSSS and the Previous Fund (as advised by the trustee of CGSSS to the Trustee) times the portion of benefit expressed as a percentage determined under Rule CH7.5(d) for that deceased Surviving Spouse, and the total amount of pension paid to that deceased Surviving Spouse.

8.3 Amendment to Division CK

In the first paragraph under the heading "Spouse Pension" in Appendix 1 of Division CK insert the following immediately after the words "provided that":

"where a Member is survived by 2 or more Spouses, the aggregate amount of pension payable shall be allocated between any one or more of the Spouses in such proportions as the Trustee shall determine, having regard to their respective needs and such other matters as it considers relevant, including without limitation any notice in writing from the Member received by the Trustee before the Member's death as to the manner in which the Member desired such allocation to be made to the Spouse or any one or more of the Spouses of the Member (provided that the aggregate amount of pension payable under this Appendix 1 shall not at any time exceed an amount of one half of the amount of the Member's pension ascertained in accordance with this Appendix 1) and, once apportioned, each portion of the benefit shall be treated as a separate benefit in respect of the relevant Spouse and shall not be re-apportioned on the death of the Spouse to any other Spouse **provided further that**"

In paragraph 1(b) of Appendix 2 of Division CK, insert the words "Subject to paragraph 1(c) of this Appendix," immediately before the words "In the case of".

In paragraph 1 of Appendix 2 of Division CK insert a new paragraph (c) immediately after paragraph 1(b)(ii):

- (c) In the case of a Member who leaves 2 or more Spouses, the benefit payable under paragraph 1(b) of this Appendix shall be allocated between any one or more of the Spouses in such proportions as the Trustee shall determine having regard to their respective needs and such other matters as it considers relevant, including without limitation any notice in writing from the Member received by the Trustee before the Member's death as to the manner in which the Member desired such allocation to be made to the Spouse or any one or more of the Spouses of the Member provided that:
 - (i) the amount payable under this paragraph 1(c) in respect of a Spouse shall be:
 - (A) an annual amount of 66 2/3% of the Spouse's allocated portion of the annual amount of the pension which would have been payable to the Member if the Member had retired by reason of permanent disability or serious and prolonged ill health on the date of death, on the assumption that the Deed had then permitted the Member to retire on pension; or

- (B) a lump sum equal to the value of the pension payable to a Spouse under paragraph (c)(i)(A) as determined by the Actuary;
- (ii) where the benefit payable to a Spouse under this paragraph (c) is paid as a pension, the amount of the pension:
 - (A) shall not in any case be less than an amount calculated in accordance with the formula:
$$A \times B$$

Where:

 - “A” is one-quarter of the Average Pensionable Earnings of the Member; and
 - “B” is the proportion of the aggregate pension allocated to that Spouse under this paragraph (c); and
 - (B) shall be payable for a period of 5 years certain and, should that Spouse survive that term, for the remainder of the life of that Spouse; and
- (iii) once apportioned, each portion of the benefit shall be treated as a separate benefit in respect of the relevant Spouse and shall not be re-apportioned on the death of that Spouse.

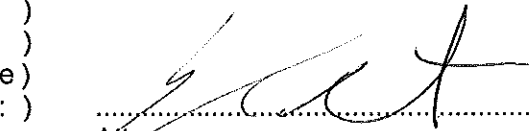
In paragraph 3 of Appendix 2 of Division CK insert the following sentence at the end of the paragraph:

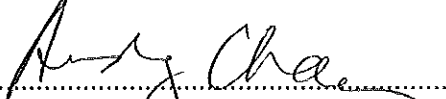
“Where a benefit is payable under paragraph 1(c), the Trustee may allocate the lump sum payable under this paragraph 3 between any one or more of the Spouses in such proportions as the Trustee shall determine.”


Signing page

EXECUTED BY THE PRINCIPAL EMPLOYER AS A DEED POLL:

SIGNED SEALED and DELIVERED)
for and on behalf of COMMONWEALTH)
BANK OF AUSTRALIA ABN 48 123 123 124)
by Janet Linklater, Executive General)
Manager, Performance and Reward, (being)
the Executive General Manager who has)
responsibility for the staff superannuation)
arrangement of Commonwealth Bank of)
Australia) its duly appointed attorney under)
Power of Attorney dated 14 February 2008)
who declares that she has not received notice)
of revocation of the power in the presence of:)


.....
Attorney


.....
Signature of witness


.....
Name of witness

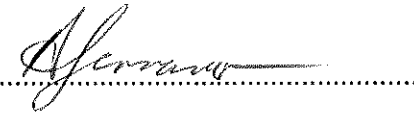
CONSENT

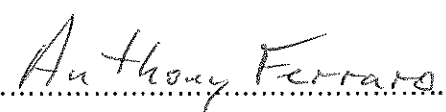
Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798, as trustee of the Fund, hereby consents to the amendments set out in this Deed Poll.


Dated: 11 JUNE 2013

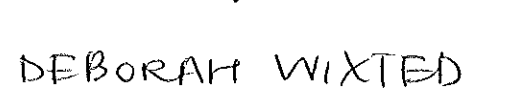
EXECUTED by

COMMONWEALTH BANK OFFICERS)
SUPERANNUATION CORPORATION)
PTY LIMITED ABN 76 074 519 798)
in accordance with Section 127(1) of the)
Corporations Act 2001 (Cth))


.....
Director


.....
Print full name


.....
Director/Secretary


.....
Print full name

DATED 24 October 2013

COMMONWEALTH BANK GROUP SUPER

ABN 24 248 426 878

AMENDING DEED POLL

COMMONWEALTH BANK OF AUSTRALIA

ABN 48 123 123 124

**Amendment No. 28 to Trust Deed dated 11 July 1996 as amended by
Deeds Poll dated 25 September 1997, 19 February 1998, 23 July 1999, 23 February 2000,
31 July 2000, 15 May 2001, 15 May 2002, 1 April 2003, 2 October 2003, 10 June 2004,
6 December 2004, 18 February 2005, 18 April 2005, 5 May 2005, 18 August 2005,
3 March 2006, 7 July 2006, 8 November 2006, 29 June 2007, 30 June 2008, 30 December
2008, 21 December 2009, 23 March 2010, 26 May 2011, 30 April 2012, 14 February 2013 and
11 June 2013**

This deed poll witnesses as follows:

OPERATIVE PART

1. Interpretation

Except to the extent it is given a special meaning in this Deed Poll, any word or expression which has a particular meaning in the Trust Deed must, when used in this Deed Poll, be given the same meaning as it has in the Trust Deed.

2. Effective date

The amendments in this Deed Poll take effect from the date of execution.

3. Amendments

The Trust Deed is amended as follows:

3.1 Rule A2.1 (Definitions)

Rule A2.1 of Division A is amended by inserting the following new definitions in alphabetical order:

“Bankwest Allocated Pensioner” means a person who, immediately before the Bankwest Transfer Date, was participating in the “Retained Benefits (Pension) Section” of the Bankwest Plan under the Bankwest Deed.

“Bankwest Deed” means the trust deed dated 6 December 1990, as amended, governing the Bankwest Plan from time to time up to the Bankwest Transfer Date.

“Bankwest Member” means a person who, immediately before the Bankwest Transfer Date, was a member of the Bankwest Plan under the Bankwest Deed but, to avoid any doubt, excludes a Bankwest Allocated Pensioner.

“Bankwest Plan” means the superannuation fund known as the Bankwest Staff Superannuation Plan ABN 62 795 676 302.

“Bankwest Transfer Date” means the date with effect from which the benefits of members and allocated pensioners of the Bankwest Plan are transferred to the Fund by way of successor fund transfer.

“Bankwest Trustee” means Mercer Superannuation (Australia) Limited ABN 79 004 717 533.”.

3.2 Part A18 (Transfer of Funds)

(a) A new Rule A18.3A of Division A is inserted as follows:

“A18.3A Bankwest Plan: Relevant contingencies and conditions

(a) *Rights and interests contingent: The rights and interests of:*

(1) *a Bankwest Member or a Bankwest Allocated Pensioner; and*

- (2) a person claiming an entitlement in respect of a former member or allocated pensioner of the Bankwest Plan under the Bankwest Deed or on the occurrence of an event or circumstance affecting a former member or allocated pensioner of the Bankwest Plan ("**Continuing Bankwest Claimant**"),

under this Deed are contingent upon all of the moneys and assets of the Bankwest Plan supporting those rights and interests being transferred to the Fund on or as soon as practicable after the Bankwest Transfer Date but not more than 12 months (or any longer period agreed between the Principal Employer, the Trustee and the Bankwest Trustee) after that date.

- (b) **Reduction of benefits:** If, notwithstanding Rule A18.3A(a), a benefit is provided from the Bankwest Plan in respect of a former member or allocated pensioner of the Bankwest Plan or a Continuing Bankwest Claimant after the Bankwest Transfer Date ("**post-transfer benefit**"), the amount of the corresponding benefit under this Deed must be reduced by an amount equal to that post-transfer benefit."

- (b) In Rule A18.4 the words "or Rule A18.3(a)" are replaced with the words ", Rule A18.3(a) or Rule A18.3A(a)" and in Rule A18.5 the words "and Rule A18.3(a)" are replaced with the words ", Rule A18.3(a) and Rule A18.3A(a)".

3.3 Part A26 (Provisions applying to Bankwest Members and Allocated Pensioners)

A new Part A26 of Division A is inserted as follows:

"Part A26 Provisions applying to Bankwest Members and Allocated Pensioners

A26.1 Continuation of existing restrictions limitations and conditions

Except to the extent that the Trustee and the Principal Employer agree otherwise, if and to the extent that any restriction, limitation or condition which applied under the Bankwest Deed immediately before the Bankwest Transfer Date in respect of any right, benefit or entitlement under the Bankwest Deed of any Bankwest Member, Bankwest Allocated Pensioner or beneficiary of either, is not provided for either expressly or by necessary implication in this Deed, that restriction, limitation or condition is continued unaltered under this Deed.

A26.2 Continuation of certain existing entitlements

- (a) If before the Bankwest Transfer Date an event or circumstance giving rise to a benefit under the Bankwest Deed had occurred or arisen in respect of a Bankwest Member or Bankwest Allocated Pensioner but:
- (i) a conclusive decision had not been made under the Bankwest Deed as to whether a benefit was payable from the Bankwest Plan in respect of that event or circumstance;
 - (ii) even though it had been conclusively determined that a benefit was payable from the Bankwest Plan in respect of that event or circumstance, a conclusive decision had not been made under the

Bankwest Deed as to whom that benefit or any part of that benefit was payable; or

- (iii) *a decision of the types referred to in paragraphs (i) or (ii) above is subject to review,*

the Trustee may resolve any relevant issue that remained unresolved under the Bankwest Deed as at the Bankwest Transfer Date and, if the Trustee determines that a person is entitled to a benefit in respect of the relevant event or circumstance, that benefit must be provided from the Fund in respect of the relevant Bankwest Member or Bankwest Allocated Pensioner on the basis determined by the Trustee, subject to this Deed.

- (b) *Where a person, who, immediately before the Bankwest Transfer Date, was entitled to be paid a lump sum benefit (whether immediate, deferred or contingent) under the Bankwest Deed, that person shall, subject to the provisions of this Deed and in lieu of all other benefits, continue to be entitled under Division F, to the benefit to which they were entitled immediately before the Bankwest Transfer Date."*

3.4 Rule F2.1 (Employees etc)

In Rule F2.1 of Division F, the words "*and CGSSS Members*" in the heading are replaced with "*, CGSSS Members and Bankwest Members*" and, in the body of the rule:

- (a) *the words "or Bankwest Member" are inserted immediately after the words "any CGSSS Member" appearing in the first paragraph of the rule; and*
- (b) *a new paragraph is inserted at the end of the rule as follows: "It is confirmed, for the avoidance of doubt, a Bankwest Member will not become a Member under this Division F by operation of this Rule F2.1 or any determination made under it, and he or she may only become a Member of this Division F by operation of Rule F2.3E."*

3.5 Rule F2.3E (Bankwest Members and Allocated Pensioners)

A new Rule F2.3E of Division F is inserted as follows:

"F2.3E Bankwest Members and Allocated Pensioners

- (a) *Bankwest Members are admitted to the Fund and allocated to Division F and become Members under this Division F on the Bankwest Transfer Date.*
- (b) *Bankwest Allocated Pensioners are admitted to the Fund and allocated to Division F and become Allocated Pensioners under this Division F on the Bankwest Transfer Date."*

3.6 Rule F2A.2 (Ordinary Members)

Rule F2A.2 of Division F is amended by inserting a new paragraph (ca) as follows:

- "(ca) has become a Member under this Division in accordance with Rule F2.3E (concerning Bankwest Members and Allocated Pensioners) but to whom*

Rules F2A.3(ca) (concerning Post-Employment Members) and F2A.4(3a) (concerning Spouse Members) do not apply,".

3.7 Rule F2A.3 (Post-Employment Members)

Rule F2A.3 of Division F is amended by inserting a new paragraph (ca) as follows:

"(ca) has become a Member under this Division in accordance with Rule F2.3E (concerning Bankwest Members and Allocated Pensioners) and who, immediately before the Bankwest Transfer Date, was participating in the "Retained Benefits (Lump Sum) Section" of the Bankwest Plan under the Bankwest Deed; or".

3.8 Rule F2A.4 (Spouse Members)

Rule F2A.4 of Division F is amended by inserting a new paragraph (3a) as follows:

"(3a) has become a Member under this Division in accordance with Rule F2.3E (concerning Bankwest Members and Allocated Pensioners) and who, immediately before the Bankwest Transfer Date, was participating in the "Spouse Members (Lump Sum) Section" of the Bankwest Plan under the Bankwest Deed; or".

3.9 Part F5 (Members' and Allocated Pensioners' Accounts)

Rules F5.2(8) and F5.4(2) of Division F are amended by inserting the words "*or in connection with a transfer into the Fund under Rule A4.4*" immediately after the reference to Rule F8.9.


3.10 Rule F9.1 (Allocated pension rules)

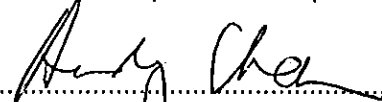
Rule F9.1(a) of Division F is amended by inserting the words "*or a Bankwest Allocated Pensioner*" immediately after the reference to Rule F9.2.

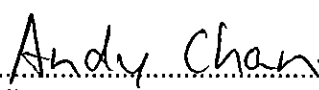
Signing page

Executed as a deed poll

SIGNED SEALED and DELIVERED)
for and on behalf of **COMMONWEALTH**)
BANK OF AUSTRALIA ABN 48 123 123 124)
by Janet Linklater, Executive General)
Manager Performance and Reward, (being)
the Executive General Manager who has)
responsibility for the staff superannuation)
arrangements of Commonwealth Bank of)
Australia) its duly appointed attorney under)
Power of Attorney dated 14 February 2008)
who declares that she has not received notice)
of revocation of the power in the presence of:)


.....
Attorney


.....
Signature of witness

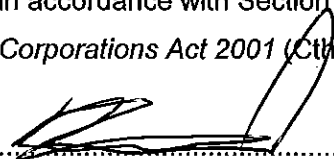

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Name of witness

CONSENT

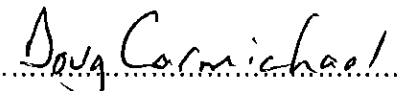
Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798, as trustee of the Fund, hereby consents to the amendments set out in this Deed Poll.

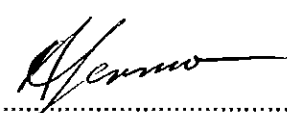
Dated: *24 October* 2013

EXECUTED by
COMMONWEALTH BANK OFFICERS)
SUPERANNUATION CORPORATION)
PTY LIMITED ABN 76 074 519 798)
in accordance with Section 127(1) of the)
Corporations Act 2001 (Cth))

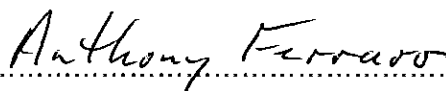

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Secretary Director signature


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Print full name


.....

Director/Secretary signature


.....
Print full name

DATED 1 July

2015

COMMONWEALTH BANK GROUP SUPER

ABN 24 248 426 878

AMENDING DEED POLL

COMMONWEALTH BANK OF AUSTRALIA

ABN 48 123 123 124

**Amendment No. 29 to Trust Deed dated 11 July 1996 as amended by
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3 March 2006, 7 July 2006, 8 November 2006, 29 June 2007, 30 June 2008, 30 December
2008, 21 December 2009, 23 March 2010, 26 May 2011, 30 April 2012, 14 February 2013 and
11 June 2013 and 24 October 2013**

THIS DEED POLL is made on the day of 2015

BY:

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, NSW, Australia 2000 ("**Principal Employer**")

INTRODUCTION

- A. The superannuation fund presently known as the **Commonwealth Bank Group Super ("Fund")** is governed by a deed between the Principal Employer and Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, 2000 ("**Trustee**") dated 11 July 1996 (the "**Original Deed**") as subsequently amended by Deeds dated 25 September 1997, 19 February 1998, 23 July 1999, 23 February 2000, 31 July 2000, 15 May 2001, 15 May 2002, 1 April 2003, 2 October 2003, 10 June 2004, 6 December 2004, 18 February 2005, 18 April 2005, 5 May 2005, 18 August 2005, 3 March 2006, 7 July 2006, 8 November 2006, 29 June 2007, 30 June 2008, 30 December 2008, 21 December 2009, 23 March 2010, 26 May 2011, 30 April 2012, 14 February 2013, 11 June 2013 and 24 October 2013 (the Original Deed, as amended by the said subsequent Deeds being referred to in this deed as the "**Trust Deed**"). The Trust Deed includes the Rules of the Fund ("**Rules**").
- B. The Principal Employer is the "Principal Employer" in the terms of the Trust Deed and the Trustee is the sole "Trustee" of the Fund in terms of the Trust Deed.
- C. Under clause 6 of the Trust Deed, the Principal Employer may, by Deed, amend, add to, revoke or replace all or any of the provisions of the Trust Deed as the Principal Employer sees fit, subject to the requirements of that clause.
- D. The Principal Employer will by this Deed Poll:
- i. insert a new Part A26 into the Trust Deed to provide for the preservation of pension benefits payable to certain DB Members; and
 - ii. replace the definitions of "AWOTE" and "Prescribed Salary" in Division C.
- E. The Principal Employer considers that this Deed Poll and the amendments provided for in this Deed Poll satisfy all relevant requirements of clause 6 of the Trust Deed.

This deed poll witnesses as follows:

OPERATIVE PART

1. Interpretation

Except to the extent it is given a special meaning in this Deed Poll, any word or expression which has a particular meaning in the Trust Deed must, when used in this Deed Poll, be given the same meaning as it has in the Trust Deed.

2. Effective date

The amendments in this Deed Poll take effect from the date of execution.

3. Amendments

The Trust Deed is amended as follows:

3.1 New Part A26

Insert a new Part A26:

"Part A26 Preserved Benefits for DB Members entitled to pensions

A26.1 Preserved Benefits

If a DB Member would otherwise be entitled to receive a pension benefit but the Member is unable to receive the pension at the age set out in the Rules because the Member has yet to meet a Condition of Release, then:

- (a) at the Release Date, a lump sum equal to:
 - (i) the sum of the pension payments that would have been payable under the Rules from the Benefit Payment Date to the Release Date had the Member satisfied a Condition of Release on the Benefit Payment Date; plus
 - (ii) interest at the Declared Rate on these payments calculated from the time each payment would otherwise have been paid up to the date the lump sum payment is made,will be payable; and
- (b) periodic pension payments will commence to be paid from the Release Date, the amount of each payment being determined under the Rules applicable to that pension.
- (c) For the purposes of Rules A26.1(a) and (b):

"Benefit Payment Date" means the date that the Member would have been entitled to receive the benefit under the Rules had the Member satisfied a Condition of Release on that date;

"Condition of Release" means a condition of release under the SIS Act;

"Release Date" means the date that the Member actually satisfies a Condition of Release."

3.2 Replace the definitions of "AWOTE" and "Prescribed Salary" in Division C

Replace the definitions of "AWOTE" and "Prescribed Salary" in Rule C1.2 with the following definitions:

"AWOTE" means:

- (a) for each 12 month period commencing on 1 July in any year up to and including 2012, the full-time adult average weekly ordinary time earnings as published by the Australian Bureau of Statistics for the March quarter immediately preceding that period; and
- (b) for each 12 month period commencing on 1 July in any year from and including 2013:
 - (1) the full-time adult average weekly ordinary time earnings as published by the Australian Bureau of Statistics for the November reference period immediately preceding that period; or
 - (2) if the figure in (1) is not available or is discontinued, such other estimate of full-time adult average weekly ordinary time earnings for persons in Australia as may be agreed between the Trustee and the Principal Employer.

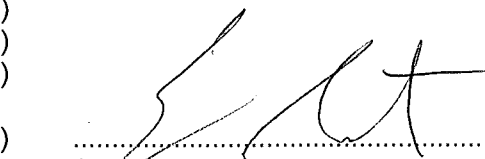
"Prescribed Salary" means:

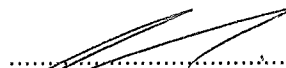
- (a) in each 12 month period commencing on 1 July in any year up to and including 2012, the quotient determined by dividing the product of \$25,000 times AWOTE for that period by AWOTE for the 12 month period commencing on 1 July 1990; and
- (b) in each 12 month period commencing on 1 July in any year from and including 2013, the quotient determined by dividing the product of \$25,000 times AWOTE for that period, by the November 1989 AWOTE published by the Australian Bureau of Statistics."

Signing page

Executed as a deed poll

SIGNED SEALED and DELIVERED)
for and on behalf of **COMMONWEALTH**)
BANK OF AUSTRALIA ABN 48 123 123 124)
by Janet Linklater, Executive General)
Manager Performance and Reward, (being)
the Executive General Manager who has)
responsibility for the staff superannuation)
arrangements of Commonwealth Bank of)
Australia) its duly appointed attorney under)
Power of Attorney dated 14 February 2008)
who declares that she has not received notice)
of revocation of the power in the presence of:)


.....
Attorney


.....
Signature of witness

Scott Abercrombie
.....
Name of witness

CONSENT

Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798, as trustee of the Fund, hereby consents to the amendments set out in this Deed Poll.

Dated: 1 July 2015

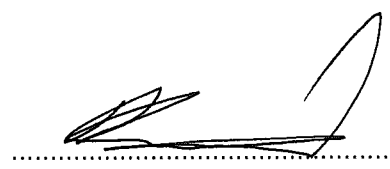
EXECUTED by)
COMMONWEALTH BANK OFFICERS)
SUPERANNUATION CORPORATION)
PTY LIMITED ABN 76 074 519 798)
in accordance with Section 127(1) of the)
Corporations Act 2001 (Cth))


.....

Director signature

Deborah Wixted
.....

Print full name


.....

Director/Secretary signature

Doug Carmichael
.....

Print full name

Dated

31 AUGUST

2016

COMMONWEALTH BANK GROUP SUPER

ABN 24 248 426 878

AMENDING DEED POLL

COMMONWEALTH BANK OF AUSTRALIA

ABN 48 123 123 124

Amendment No. 30 to Trust Deed dated 11 July 1996 as amended by Deeds Poll dated:

25 September 1997	3 March 2006
19 February 1998	7 July 2006
23 July 1999	8 November 2006
23 February 2000	29 June 2007
31 July 2000	30 June 2008
15 May 2001	30 December 2008
15 May 2002	21 December 2009
1 April 2003	23 March 2010
2 October 2003	26 May 2011
10 June 2004	30 April 2012
6 December 2004	14 February 2013
18 February 2005	11 June 2013
18 April 2005	24 October 2013
5 May 2005	1 July 2015
18 August 2005	

THIS DEED POLL is made on the 31st day of August 2016

BY:

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, Australia 2000 ("Principal Employer")

INTRODUCTION

- A** The superannuation fund presently known as **Commonwealth Bank Group Super** ("Fund") is governed by a deed between the Principal Employer and Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, 2000 ("Trustee") dated July 1996 (the "**Original Deed**") as subsequently amended by deeds dated 25 September 1997, 19 February 1998, 23 July 1999, 23 February 2000, 31 July 2000, 15 May 2001, 15 May 2002, 1 April 2003, 2 October 2003, 10 June 2004, 6 December 2004, 18 February 2005, 18 April 2005, 5 May 2005, 18 August 2005, 3 March 2006, 7 July 2006, 8 November 2006, 29 June 2007, 30 June 2008, 30 December 2008, 21 December 2009, 23 March 2010, 26 May 2011, 30 April 2012, 14 February 2013, 11 June 2013, 24 October 2013 and 1 July 2015 (the Original Deed, as amended by the said and subsequent Deeds, being referred to in this deed as the "**Trust Deed**"). The Trust Deed includes the rules of the Fund ("**Rules**").
- B** The Principal Employer is the "Principal Employer" in the terms of the Trust Deed and the Trustee is the sole "Trustee" of the Fund in terms of the Trust Deed.
- C** Under Clause 6 of the Trust Deed, the Principal Employer may by Deed, amend, add to, revoke or replace all or any of the provisions of the Trust Deed as the Principal Employer sees fit, subject to the requirements of that Clause.
- D** The Principal Employer wishes, by this Deed Poll, to amend provisions of Divisions CB1, CC, CD and CE of the Trust Deed that require both the Principal Employer and the Trustee to determine particular matters concerning a Member's qualification for a total and permanent invalidity benefit; and to correct a drafting anomaly that was inadvertently introduced by the drafter of Amendment No. 29.
- E** The Principal Employer wishes to amend the Trust Deed in the manner set out in this Deed Poll and is satisfied that the conditions set out in Clause 6 have been satisfied.

This Deed Poll witnesses as follows:

OPERATIVE PART

1. Interpretation

Except to the extent it is given a special meaning in this Deed Poll, any word or expression which has a particular meaning in the Trust Deed must, when used in this Deed Poll, be given the same meaning as it has in the Trust Deed.

2. Effective date

The amendments in this Deed Poll take effect from the date of execution.

3. Amendments

The Trust Deed is amended as follows:

3.1 Part C1B5 (Benefit on total and permanent invalidity before age 60)

Rule C1B5(a)(3)(ii) of Division CB1 is deleted and replaced as follows:

“(ii) if the Trustee has not effected a policy of insurance against total and permanent invalidity, the Trustee is satisfied, after taking into account any medical or other expert opinion and other factors that it considers to be relevant, that the Member is, and until attaining the age of 60 years will continue to be, physically or mentally incapable of performing the duties of any employment that, in the opinion of the Trustee, it would be reasonable for the Member to undertake having regard to the Member’s education, training and experience.”

3.2 Part C1B9 (Preserved Benefit)

In Rule C1B9(c)(1) of Division CB1, the words “and the Principal Employer” are deleted.

3.3 Part CC5 (Benefit on total and permanent invalidity before age 60)

Rule CC5(a)(3)(ii) of Division CC is deleted and replaced as follows:

“(ii) if the Trustee has not effected a policy of insurance against total and permanent invalidity, the Trustee is satisfied, after taking into account any medical opinion and other factors that it considers to be relevant, that the Member is, and until attaining the age of 60 years will continue to be, physically or mentally incapable of performing the duties of any employment that, in the opinion of the Trustee, it would be reasonable for the Member to undertake having regard to the Member’s education, training and experience.”

3.4 Part CC9 (Preserved benefit)

In Rule CC9(c)(1) of Division CC, the words “and the Principal Employer” are deleted.

3.5 Part CD8 (Invalidity or death)

Rule CD8(b) of Division CD is deleted and replaced as follows:

“(b) invalidity, where:

- (1) the Principal Employer has certified to the Trustee that it no longer employs the Member and that the ceasing to be employed was due, directly or indirectly to the physical or mental incapacity of the Member; and
- (2) the Trustee is satisfied:
 - (i) that the ceasing to be employed was due, directly or indirectly to the permanent physical or mental incapacity of the Member (not caused by any act or default of the Member intended to produce that incapacity); and

- (ii) that the Member is permanently unable, by reason of that incapacity, to be engaged in, or to be employed in, any remunerative occupation in which, in the opinion of the Trustee it would otherwise be reasonable to expect the Member to engage,”

3.6 Part CE5 (Benefit on total and permanent invalidity before age 60)

Rule CE5(a)(3)(ii) of Division CE is deleted and replaced as follows:

- “(ii) if the Trustee has not effected a policy of insurance against Total and Permanent Invalidity, the Trustee is satisfied, after taking into account any medical opinion and other factors that it considers to be relevant, that the Member is, and until attaining the age of 60 years will continue to be, physically or mentally incapable of performing the duties of any employment that, in the opinion of the Trustee, it would be reasonable for the Member to undertake having regard to the Member’s education, training and experience.”

3.7 Part CE9 (Preserved benefit)

In Rule CE9(c)(1) of Division CE, the words “and the Principal Employer” are deleted.

3.8 Part A27

Part A26 of Division A, as inserted by the Amending Deed Poll dated 1 July 2015 (styled 'Amendment No. 29'), is deleted and a new Part A27 is inserted on the following basis:

- (a) the terms of the new Part A27 are the same as the terms of Part A26 as set out in Amendment No. 29, except that all references to 'A26' are replaced with references to 'A27'; and
- (b) the rights of DB Members and any other affected beneficiaries, and the obligations and liabilities of the Trustee, are such as they would be had the new Part A27, but not Part A26 as set out in Amendment No. 29, been inserted with effect from 1 July 2015.

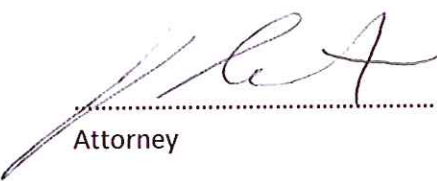
3.9 Part A26

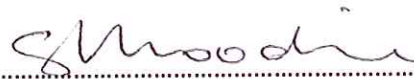
Part A26 of Division A, as inserted by the Amending Deed Poll dated 24 October 2013 (styled 'Amendment No. 28'), is reinserted, but only to the extent necessary to ensure that Part A26 as set out in Amendment No. 28 is confirmed as taking effect from 24 October 2013 as if Amendment No. 29 had not been made.

Signing Page

Executed as a Deed Poll

SIGNED SEALED and DELIVERED)
for and on behalf of COMMONWEALTH)
BANK OF AUSTRALIA ABN 48 123 123 124)
by Janet Linklater, Executive General)
Manager Performance and Reward, (being)
the Executive General Manager who has)
responsibility for the staff superannuation)
arrangements of Commonwealth Bank of)
Australia) its duly appointed attorney under)
Power of Attorney dated 14 February 2008)
who declares that she has not received notice)
of revocation of the power in the presence of:)


.....
Attorney


.....
Signature of witness

Suzanne Moodie
.....
Name of witness

CONSENT


Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798, as trustee of the Fund, hereby consents to the amendments set out in this Deed Poll.

Dated: 31 August 2016

EXECUTED by
COMMONWEALTH BANK OFFICIERS)
SUPERANNUATION CORPORATION)
PTY LIMITED ABN 76 074 519 798)
in accordance with Section 127(1) of the)
Corporations Act 2001 (Cth))


.....
Director signature

DEBORAH LOUISE WIKTED
.....
Print full name


.....
Director/Secretary signature

GERARDUS NICHOLAS PARLENIET
.....
Print full name

Dated 30 January

2019

COMMONWEALTH BANK GROUP SUPER

ABN 24 248 426 878

AMENDING DEED POLL

COMMONWEALTH BANK OF AUSTRALIA

ABN 48 123 123 124

**Amendment No. 31 to Trust Deed dated 11 July 1996 as amended by Deeds
Poll dated:**

25 September 1997	3 March 2006
19 February 1998	7 July 2006
23 July 1999	8 November 2006
23 February 2000	29 June 2007
31 July 2000	30 June 2008
10 May 2001	30 December 2008
15 May 2002	21 December 2009
1 April 2003	23 March 2010
2 October 2003	26 May 2011
10 June 2004	30 April 2012
6 December 2004	14 February 2013
18 February 2005	11 June 2013
18 April 2005	24 October 2013
5 May 2005	1 July 2015
18 August 2005	31 August 2016

THIS DEED POLL is made on the

day of

2019

BY:

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, Australia 2000 ("**Principal Employer**")

INTRODUCTION

- A** The superannuation fund presently known as **Commonwealth Bank Group Super ("Fund")** is governed by a deed between the Principal Employer and Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, 2000 ("**Trustee**") dated July 1996 (the "**Original Deed**") as subsequently amended by deeds dated 25 September 1997, 19 February 1998, 23 July 1999, 23 February 2000, 31 July 2000, 10 May 2001, 15 May 2002, 1 April 2003, 2 October 2003, 10 June 2004, 6 December 2004, 18 February 2005, 18 April 2005, 5 May 2005, 18 August 2005, 3 March 2006, 7 July 2006, 8 November 2006, 29 June 2007, 30 June 2008, 30 December 2008, 21 December 2009, 23 March 2010, 26 May 2011, 30 April 2012, 14 February 2013, 11 June 2013, 24 October 2013, 1 July 2015 and 31 August 2016 (the Original Deed, as amended by the said and subsequent Deeds, being referred to in this deed as the "**Trust Deed**"). The Trust Deed includes the rules of the Fund ("**Rules**").
- B** The Principal Employer is the "**Principal Employer**" in the terms of the Trust Deed and the Trustee is the sole "**Trustee**" of the Fund in terms of the Trust Deed.
- C** Under Clause 6 of the Trust Deed, the Principal Employer may by Deed, amend, add to, revoke or replace all or any of the provisions of the Trust Deed as the Principal Employer sees fit, subject to the requirements of that Clause.
- D** The Principal Employer wishes, by this Deed Poll, to amend the provisions of Division C of the Trust Deed to create a new deferred member benefits category in Division C. The new category is to permit a Division C Member who ceases as an Officer in connection with an Approved Employment Transfer in connection with a Nominated Disposal of Business to defer some or all of their Division C benefits that would otherwise become payable on ceasing as an Officer until they reach age 65 or such earlier date as they may elect in accordance with the deferred benefit category terms.
- E** The Principal Employer wishes to amend the Trust Deed in the manner set out in this Deed Poll and is satisfied that the conditions set out in Clause 6 have been satisfied.

This Deed Poll witnesses as follows:

OPERATIVE PART

1. Interpretation

Except to the extent it is given a special meaning in this Deed Poll, any word or expression which has a particular meaning in the Trust Deed must, when used in this Deed Poll, be given the same meaning as it has in the Trust Deed.

2. **Effective date**

The amendments in this Deed Poll take effect from the date of execution.

3. **Amendments**

The Trust Deed is amended as follows:

3.1 **Part C1 Application and Interpretation**

Rule C1.2 Definitions

- (a) Add the following new definitions in their applicable alphabetical location in Rule C1.2:

“Approved Employment Transfer” means where the Principal Employer determines and notifies the Trustee that an Officer has agreed to the cessation of their service as an Officer and the immediate transfer of their employment to another employer outside the Corporation in connection with a Nominated Disposal of Business.

“DBV Lump Sum Withdrawal Percentage Limit” means the percentage limit, up to a maximum of 50%, of a Member’s DBV that a Deferred Member may elect to receive as a lump sum while making a part pension, part lump sum payment election under Rule C3.5A(d), (e) or (f). A particular Member’s DBV Lump Sum Withdrawal Percentage Limit equals 50% less the Member’s Initial Lump Sum Withdrawal Percentage, if any.

“Deferral Date” means with respect to each Deferred Member the date upon which a member of Division C ceased as an Officer and became eligible to be a Deferred Member in connection with an Approved Employment Transfer, as notified by the Principal Employer to the Trustee.

“Deferred Accrued Benefit Multiple” or **“DABM”** means the multiple determined, as at the Member’s Deferral Date as follows in respect of a Member:

$$\text{Initial DBV} \div \text{DFAS}$$

“Deferred Benefit Value” or **“DBV”** means the product of the Member’s DFAS and DABM as at the benefit determination date.

“Deferred Final Average Salary” or **“DFAS”** means with respect to each Deferred Member, the Member’s Final Average Salary as at the Deferral Date (subject to a minimum of the Prescribed Salary as at that date, if the Member was over age 55 at the Deferral Date) indexed on 1 July each year from that date by AWOTE.

“Deferred Member” means a Member of Division C and Officer, who:

- (a) ceases to be an Officer prior to age 65 upon an Approved Employment Transfer; and
- (b) does not otherwise elect to withdraw their benefits from the Fund by notice in writing to the Trustee, in such form as shall be approved by the Trustee, no later than three (3) months after ceasing service as an Officer.

“Initial Deferred Benefit Value” or “Initial DBV” means:

(a) the Member’s Accrued Benefit as at the Deferral Date, subject to any minimum benefit entitlement determination applicable to the Member’s benefits as at that date;

LESS

(b) the Initial Lump Sum Withdrawal of a Member, if any.

“Initial Lump Sum Withdrawal” means the amount, if any, of a Member’s Accrued Benefit at the Deferral Date, that the Member elects (in such form as the Trustee may determine), not later than three months after their Deferral Date to receive as a lump sum amount.

“Initial Lump Sum Withdrawal Percentage” means the percentage, if any, and of no greater than 50% of a Member’s Accrued Benefit at the Deferral Date, that the Member elects (in such form as the Trustee may determine), not later than three months after their Deferral Date to receive as a lump sum amount.

“Nominated Disposal of Business” means a nominated sale or disposal of a Corporation business as determined by the Principal Employer and notified to the Trustee from time to time for the purpose of this Division C.”

(b) The definition of **“Full Member”** in Rule C1.2 is deleted and replaced as follows:

““Full Member” means a Member who is not a Basic Member or a Deferred Member.”

(c) Amend the definition of **“Base Pension”** in Rule C1.2 by:

(i) deleting paragraph (a) and replacing it with the following:

“(a) in the case of a Pension payable under Rule C3.4(c)(2) or a pension payable under Rule C3.5A(e), but subject to Rule C3.4(d) and Rule C3.5A(e)(2) as applicable, as the amount of the Pension initially payable;”;

(ii) in sub-paragraph (1) of paragraph (c) by:

(A) inserting the words “or Rule C3.5A (d) or (f)” after the words “Rule C3.2”; and

(B) inserting the words “or Rule C3.5A(d) or (f) as applicable” after the words “under Rule C3.2(a)”.

3.2 Part C3 Benefits

(a) Rule C3.2 Retirement Benefits

In Rule C3.2(a)(1) insert the words “other than a Member who becomes a Deferred Member in respect of their deferred benefits” after the words “an Officer”.

(b) Rule C3.5 Benefit on resignation or otherwise ceasing to be an Officer

In Rule C3.5(b) insert the words “, other than a Member who becomes a Deferred Member in respect of their deferred benefits,” after the words “Subject to this Division C, there shall be payable to a Member”.

(c) New Rule C3.5A Deferred Member Benefits

Insert a new Rule C3.5A Deferred Member Benefits after Rule C3.5 as follows:

“C3.5A Deferred Member Benefits

(a) Benefits on becoming a Deferred Member

In the event that a Division C Member becomes a Deferred Member, the Member’s benefit, as at their Deferral Date, their Deferred Benefit Value, will be deferred in accordance with and as determined by this Rule C3.5A.

(b) How and when deferred benefits become payable

A Deferred Member’s Deferred Benefit Value, becomes payable in the form and as at the earliest to occur of the following when:

- (1) the Member elects, prior to age 55, to receive their DBV benefit in accordance with Rule C3.5A(c); or
- (2) the Member elects, on or after age 55 and prior to age 65, to receive their DBV benefit in accordance with rule C3.5A(d); or
- (3) the Member becomes TPI prior to age 60 upon which a DBV benefit becomes immediately payable in accordance with Rule C3.5A(e); or
- (4) the Member reaches age 65, upon which a DBV benefit becomes immediately payable in accordance with Rule C3.5A(f); or
- (5) the Member dies prior to age 65, in which case a DBV benefit becomes immediately payable in accordance with Rule C3.5A(g).

(c) Election prior to age 55

A Deferred Member who makes an election by notice in writing to the Trustee, in such form as shall be approved by the Trustee, prior to the Member’s 55th birthday, shall be entitled to a lump sum of the Member’s Deferred Benefit Value, as at the Member’s benefit determination date.

(d) Election on or after age 55 and prior to age 65

- (1) A Deferred Member who makes an election by notice in writing to the Trustee in such form as shall be approved by the Trustee on or after the Member’s 55th birthday but before attaining the age of 65 years, shall be entitled to a lump sum of the Member’s Deferred Benefit Value as at the Member’s benefit determination date, subject to Rule C3.5A(d)(2).

- (2) A Member entitled to or about to become entitled to a benefit under this Rule C3.5A(d) who did not have an Initial Lump Sum Withdrawal may elect to convert all or not less than 50% of the lump sum amount of such benefit to a Pension. A member with an Initial Lump Sum Withdrawal may elect to convert all or not less than 100% minus the DBV Lump Sum Withdrawal Percentage Limit of the lump sum amount of such benefit to a Pension. If a Member makes such an election, the Pension payable to that Member shall comprise the Base Pension applicable to the amount of the lump sum converted pursuant to such election.
- (3) A Member who does not make the election referred to in Rule C3.5A(d)(2) shall cease to be a Member as from the date on which the lump sum amount under this Rule C3.5A(d) is paid in full.

(e) TPI prior to age 60

The benefit payable to a Deferred Member who becomes TPI prior to age 60 shall be determined as follows:

- (1) subject to Rule C3.5A(e)(3), be a Pension, the initial amount of which shall be the quotient determined by dividing the Member's DBV as at the date the Member is determined to be Totally and Permanently Incapacitated by the Trustee by the conversion factor for age 60 specified in Schedule II; or
- (2) A Member may not later than 3 months after the date of the determination by the Trustee that the Member is TPI, elect by notice in writing to the Trustee in such form as shall be approved by the Trustee to take such benefit as a lump sum determined as the Member's Deferred Benefit Value as at the date the Member is determined to be Totally and Permanently Incapacitated. The Member may elect to receive a partial lump sum not exceeding 50% of the Member's DBV, subject to the member's DBV Lump Sum Withdrawal Percentage Limit.

(f) Benefit on reaching age 65

- (1) A Deferred Member whose deferred benefits became immediately payable upon reaching age 65 shall be entitled to a lump sum of the Member's Deferred Benefit Value as at the Member's 65th birthday subject to Rule 3.5A(f)(2).
- (2) A Member entitled to or about to become entitled to a benefit under this Rule C3.5A(f) who did not have an Initial Lump Sum Withdrawal may elect by notice in writing to the Trustee, in such form as shall be approved by the Trustee, not later than 3 months after the Member's 65th birthday to convert all or not less than 50% of the lump sum amount of such benefit to a Pension. A member with an Initial Lump

Sum Withdrawal may elect to convert all or not less than 100% minus the DBV Lump Sum Withdrawal Percentage Limit of the lump sum amount of such benefit to a Pension. If a Member makes such an election, the Pension payable to that Member shall comprise the Base Pension applicable to the amount of the lump sum converted pursuant to such election.

- (3) A Member who does not make the election referred to in Rule C3.5A(f)(2) shall cease to be a Member as from the date on which the lump sum amount under this Rule C3.5A(f) is paid in full.

(g) Death benefit prior to age 65

(1) Death of Deferred Member

If a Deferred Member dies on or prior to age 65, a lump sum benefit of an amount equal to the Member's Deferred Benefit Value at date of death shall be payable under this Rule 3.5A(g).

(2) Application of death benefits:

A benefit payable under this Rule C3.5A(g) shall be allocated between any one or more of the following in such proportions as the Trustee shall determine, having regard to their respective needs and such other matters as it considers relevant, including without limitation any notice in writing from the Member received by the Trustee before the Member's death as to the manner in which the Member desired such allocation to be made:

- (i) the Spouse or any 1 or more of the Spouses of the Member;
- (ii) any 1 or more Child Benefit Groups applicable to the Member; and
- (iii) the Member's estate,

and, once apportioned, each portion of the benefit shall be treated as a separate benefit in respect of the relevant Spouse, Child Benefit Group or the Member's estate and shall not be re-apportioned.

(3) Spouses: Special conditions:

- (i) Any benefit payable to a Spouse of a deceased Member under this Rule C3.5A(g) shall, subject to Rules C3.5A(g)(3)(ii) and (iii), be a lump sum of the amount of the benefit allocated under this Rule C3.5A(g) to such Spouse.

(ii) A Spouse of a deceased Member to whom a benefit is payable under this Rule C3.5A(g) may elect, by notice in writing to the Trustee in such form as shall be approved by the Trustee, not later than the earlier of:

- (A) 3 months after the date of an allocation in favour of that Spouse under Rule C3.5A(g)(2);
- (B) the date on which the Spouse gives the notice referred to in Rule C3.6 under that Rule with respect to the benefit payable to the Spouse under this Rule C3.5A(g); and
- (C) the date of payment of any part of the benefit allocated to that Spouse under this Rule C3.5A(g),

to convert not less than 50% of the lump sum amount of the benefit to a Pension.

(iii) If a Spouse of a deceased Member makes an election under Rule C3.5A(g)(3)(ii), the Pension payable to that Spouse shall comprise:

- (A) 67% of the Base Pension applicable to the amount of the lump sum converted pursuant to such election; and
- (B) an additional 11% of such Base Pension in respect of each Associated Child of that Spouse in respect of whom no separate benefit is payable under this Rule C3.5A(g),

provided that the total of the amounts payable by way of Pension pursuant to this Rule C3.5A(g) shall not exceed the amount of such Base Pension.

(4) Payments to Child Benefit Groups:

- (i) Any benefit payable under this Rule C3.5A(g) with respect to a Child Benefit Group shall, subject to Rule C3.5A(g)(4)(ii), be determined and paid as an Allowance as provided for under Rule C3.10.
- (ii) Notwithstanding anything else contained in this Division C, in the event that the Trustee proposes to allocate benefits to 1 or more Child Benefit Groups under Rule C3.5A(g)(2), the Trustee shall, in determining the amount of lump sum benefit to be allocated to each such Child Benefit Group, ensure that the sum of the amounts of all Base Allowances applicable to such Child Benefit Groups determined by reference to the sum of the amounts of lump

sum benefit so allocated, does not exceed the Base Pension which would have applied to the deceased Deferred Member, had he or she been entitled to elect and had elected to receive a pension benefit under Rule 3.5A(d)(2) as at the date of death.

(5) Payments to legal personal representatives:

Any benefit payable to the estate of a Member as determined under this Rule C3.5A(g) shall be paid as a lump sum to the Member's legal personal representative.

Signing Page

Executed as a Deed Poll

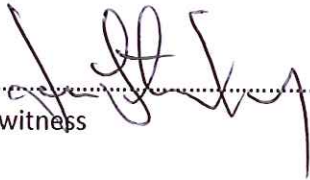
SIGNED SEALED and DELIVERED)
for and on behalf of COMMONWEALTH)
BANK OF AUSTRALIA ABN 48 123 123 124)
by David Abusah, Executive General)
Manager Performance and Reward, (being)
the Executive General Manager who has)
responsibility for the staff superannuation)
arrangements of Commonwealth Bank of)
Australia) its duly appointed attorney under)
Power of Attorney dated 31 October 2016)
who declares that he has not received notice)
of revocation of the power in the presence of:)



.....
Attorney

DAVID ABUSAH

.....
Signature of witness



.....
Name of witness

Jamie Stanley

CONSENT

Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798, as trustee of the Fund, hereby consents to the amendments set out in this Deed Poll.

Dated: 30 January 2019

EXECUTED by)
COMMONWEALTH BANK OFFICERS)
SUPERANNUATION CORPORATION)
PTY LIMITED ABN 76 074 519 798)
in accordance with Section 127(1) of the)
Corporations Act 2001 (Cth))



.....
Director signature

KYLIE MACFARLANE

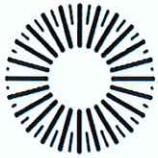
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.....
Director/Secretary signature

Doug Carmichael

Print full name



HERBERT
SMITH
FREEHILLS

Amending Deed Poll

Commonwealth Bank Group Super

Commonwealth Bank of Australia

**Amendment No. 32 to Trust Deed dated 11 July 1996
as amended by Deeds Poll dated:**

25 September 1997	7 July 2006
19 February 1998	8 November 2006
23 July 1999	29 June 2007
23 February 2000	30 June 2008
31 July 2000	30 December 2008
10 May 2001	21 December 2009
15 May 2002	23 March 2010
1 April 2003	26 May 2011
2 October 2003	30 April 2012
10 June 2004	14 February 2013
6 December 2004	11 June 2013
18 February 2005	24 October 2013
18 April 2005	1 July 2015
5 May 2005	31 August 2016
18 August 2005	30 January 2019
3 March 2006	

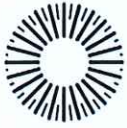


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Deed Poll

Date ► 11 MAY 2023

Made by

Commonwealth Bank of Australia

ABN 48 123 123 124 of Ground Floor, Tower 1, 201 Sussex Street,
Sydney, New South Wales, Australia 2000

(Principal Employer)

Recitals

- 1 The superannuation fund presently known as Commonwealth Bank Group Super ("Fund") is governed by a deed between the Principal Employer and Commonwealth Bank Officers Superannuation Corporation Pty Limited ABN 76 074 519 798 of Ground Floor, Tower 1, 201 Sussex Street, Sydney, New South Wales, 2000 ("Trustee") dated July 1996 (the "Original Deed").
 - 2 The Original Deed has been amended by deeds dated 25 September 1997, 19 February 1998, 23 July 1999, 23 February 2000, 31 July 2000, 10 May 2001, 15 May 2002, 1 April 2003, 2 October 2003, 10 June 2004, 6 December 2004, 18 February 2005, 18 April 2005, 5 May 2005, 18 August 2005, 3 March 2006, 7 July 2006, 8 November 2006, 29 June 2007, 30 June 2008, 30 December 2008, 21 December 2009, 23 March 2010, 26 May 2011, 30 April 2012, 14 February 2013, 11 June 2013, 24 October 2013, 1 July 2015, 31 August 2016 and 30 January 2019 (the Original Deed, as amended is referred to in this Amending Deed Poll as the "Trust Deed").
 - 3 The Trust Deed includes the rules of the Fund ("Rules").
 - 4 The Principal Employer is the "Principal Employer" referred to in the Trust Deed and the Trustee is the sole "Trustee" of the Fund in terms of the Trust Deed.
 - 5 Under Clause 6 of the Trust Deed, the Principal Employer may by Deed, amend, add to, revoke or replace all or any of the provisions of the Trust Deed as the Principal Employer sees fit, subject to the requirements of that clause.
 - 6 The Principal Employer wishes to amend the Trust Deed to provide for the termination and winding up of the Fund in the manner set out in this Amending Deed Poll.
-



HERBERT
SMITH
FREEHILLS

- 7 The Principal Employer is satisfied that the conditions set out in Clause 6 have been satisfied, including that the Trustee's consent to the amendments is not required.

This deed poll witnesses as follows:



1 Interpretation

Except to the extent it is given a special meaning in this Amending Deed Poll, any word or expression which has a particular meaning in the Trust Deed must, when used in this Amending Deed Poll, be given the same meaning as it has in the Trust Deed.

2 Effective date

The amendments in this Amending Deed Poll take effect from the date of execution.

3 Amendments

The Trust Deed is amended as follows:

3.1 Existing Clause 9

Clause 9 (Governing Law) is renumbered as Clause 10.

3.2 New Clause 9

A new Clause 9 is inserted as follows:

9 Termination and Winding Up

9.1 Notice by Principal Employer

The Principal Employer may by written notice notify the Trustee that the Fund is to terminate.

9.2 Powers of Trustee

If the Principal Employer notifies the Trustee that the Fund is to terminate, the Trustee may:

- (a) *transfer the benefits of a beneficiary of the Fund to another superannuation fund (or other superannuation funds) with or without the beneficiary's consent;*
- (b) *transfer the assets of the Fund to another superannuation fund (or other superannuation funds), irrespective of whether such assets have been allocated to the benefits of beneficiaries; and*
- (c) *do anything else it considers necessary or desirable:*
 - (i) *to effect any transfer under paragraph (a) or (b);*
and
 - (ii) *to wind up the Fund.*

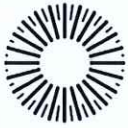


9.3 Cessation of Rights

If the benefits of a beneficiary of the Fund are transferred to another superannuation fund (or other superannuation funds) under Clause 9.2(a):

- (a) *the beneficiary ceases to have rights against the Trustee in respect of the Fund; and*
 - (b) *if:*
 - (i) *immediately before the transfer occurred, another person had a contingent right against the Trustee in respect of the Fund to a death or disability benefit; and*
 - (ii) *the contingent right was derived from a beneficiary's capacity as a beneficiary of the Fund;*
- the other person ceases to have the contingent right against the Trustee in respect of the Fund.*

To avoid doubt, a reference in paragraph (a) to a right against the Trustee in respect of the Fund includes a reference to a contingent right to a death or disability benefit.



Signing page

Executed as a Deed Poll.

Signed, sealed and delivered by
Sian Lewis, Group Executive
Human Resources as authorised
signatory for **Commonwealth
Bank of Australia** in the
presence of:



Signature of witness

Diane Mawson

Name of witness (print)



Signature of authorised signatory

Signed, sealed and delivered by
Carmel Mulhern, Group Executive
Legal and Group Secretariat as
authorised signatory for
**Commonwealth Bank of
Australia** in the presence of:



Signature of witness

JESSICA ANN LOBOW

Name of witness (print)



Signature of authorised signatory