Participation Schedule

1 Commencement Date

The Commencement Date is 1 November 2008.

2 Sub-Division Employers

The Sub-Division Employer at the Commencement Date is Symbion Pharmacy Services Pty Ltd.

3 Definitions

A word or expression which is defined in the Rules or the Participation Agreement has, when used in this Participation Schedule, the meaning given to it under the Rules or the Participation Agreement, except as follows:

"**Annual Salary**" means:

(a) in respect of a Category MAYA Member, the annual rate of the Member's Salary at the date of the Member's death, the Date of Disablement or any other relevant date (as appropriate); and

(b) in respect of a Category MAYF Member:

(1) for the purposes of calculating a benefit under Clauses 7.2, 7.3 or 7.4, the annual rate of Salary of the Member as at the date of the Member's death or the Date of Disablement (as the case may be); and

(2) in any other case, the annual rate of Salary of the Member, relating to the relevant Review Date,

PROVIDED THAT the annual rate of Salary shall be as advised to the Trustee by the Employer for the purposes of the Fund, which advice shall be conclusive evidence of the amount of Annual Salary.

"**Category MAYA Member**" means a Member whom the Trustee has placed in Category MAYA, is entitled to Benefits under this Participation Schedule and the Employer's Sub-Division of Division F of the Rules, and who has not ceased to be a Category MAYA Member.

"**Category MAYF Member**" means a Member whom the Trustee has placed in Category MAYF, is entitled to Benefits under this Participation Schedule and the Employer's Sub-Division of Division F of the Rules, and who has not ceased to be a Category MAYF Member.

"**Clause**" means a Clause of this Participation Schedule, unless stated otherwise. For the avoidance of doubt, a Clause does not mean a clause of the Participation Agreement that is not a Clause in the Participation Schedule. "**Clauses**" has a corresponding meaning.

"**Faulding Fund**" means the F H Faulding & Co Limited Superannuation Fund established by trust deed dated 3 December 1981 (as amended).

"**Faulding Fund Transfer Date**" means 1 July 2002.

"**Future Service**" means in respect of any particular Member, the period calculated in complete years and fractions of a year expressed in complete months (in the case of a Category MAYA Member) or complete days (in the case of a Category MAYF Member) between the date of death or date of total and permanent disablement (as applicable) of the Member and the Member's Normal Retirement Date.

"**Insurance Contract**" means the relevant policy or policies issued from time to time to the Trustee by the Insurer in respect of the Members.

"**Insured Benefit**" means (subject to Rule F6.5(a)):

(a) in respect of a Category MAYA Member, either:

(1) where there is no Insurance Contract in respect of the Member, the Benefit payable on the death or Total and Permanent Disablement of a Member of an amount determined by the Principal Employer and advised to the Trustee; or

(2) if the Trustee has taken out an Insurance Contract in respect of the Member, an insured amount determined according to the following formula:

[X% x Future Service x Annual Salary]

where

X = at the Member's election, 5, 10, 15, 20 or 25,

PROVIDED THAT such election must be made in writing to the Trustee and be the election of the Member in force on or immediately prior to the date of death of the Member **PROVIDED FURTHER THAT** the election made or deemed to be made may be altered by the Member on 1 July in any year upon notifying the Trustee in writing within such time as the Trustee shall determine and subject to acceptance of the alteration by the Insurer **PROVIDED FURTHER THAT** where the Member fails to make any such election the default value of X shall be 10;

(b) in respect of a Category MAYF Member, an insured amount determined according to the following formula:

[X% x Future Service x Annual Salary] + Y

where

X = at the Member's election, 5, 10, 15, 20 or 25,

Y = where a Member who was a member of the Previous Plan had elected before the Symbion Commencement Date to maintain an additional insured amount in excess of the amount that would be provided if X = 20, that additional insured amount,

PROVIDED THAT such election(s) must be made in writing to the Trustee and be the election(s) of the Member in force on or immediately prior to the date of death of the Member **PROVIDED FURTHER THAT**

the election(s) made or deemed to be made may be altered by the Member on 1 July in any year upon notifying the Trustee in writing within such time as the Trustee shall determine and subject to acceptance of the alteration by the Insurer **PROVIDED FURTHER THAT** where the Member fails to make any such election the default value of X shall be:

(1) in respect of a Category MAYF Member who was a member of the Faulding Fund on 30 June 1998, the value of X which provides an insured amount not less than the dollar value of the insured amount payable under the Faulding Fund deed as in force as at 30 June 1998 in respect of that Member; or

(2) for any other Member, 10.

"**MAYF8 Member**" means a Category MAYF Member who, immediately before the Symbion Commencement Date, was a member of the Previous Plan and whose benefits were provided under part 8 of the Previous Rules, and who has not ceased to be a MAYF8 Member.

"**MAYF9 Member**" means a Category MAYF Member who, immediately before the Symbion Commencement Date, was a member of the Previous Plan and whose benefits were provided under part 9 of the Previous Rules, and who has not ceased to be a MAYF9 Member.

"**Normal Retirement Date**" means the Member's 65th birthday or any other date agreed between the Trustee, the Principal Employer and the Member.

"**Ordinary Time Earnings**" means ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992.

"**Previous Rules**" means the governing rules of the Previous Plan which was in force immediately before the Commencement Date.

"**Review Date**" means 1 July in each year. For a Member who is not a Member on the previous Review Date, the first Review Date is the date of admission to membership of the Fund.

"**Salary**" means:

(a) in respect of a Category MAYA Member, either:

(1) the base remuneration of the Member and unless otherwise determined by the Principal Employer excludes any bonus, commission, overtime, shift allowance or other form of remuneration, loading, allowance or emolument; or

(2) the amount calculated on any other basis agreed between the Principal Employer and the Trustee (and the Member if a lesser amount than the amount calculated under paragraph (1));

(b) in respect of a MAYF8 Member, either:

(1) the remuneration for services rendered by the Member to the Employer or at which the Member is employed by the Employer but excludes any overtime or special ex-gratia grant or allowance for residence, travelling or otherwise; or

(2) in any special case such amount as is for the purposes of the Fund agreed upon between the Member and the Employer; and

(c) in respect of a MAYF9 Member, either:

(1) Ordinary Time Earnings; or

(2) in any special case such amount as is for the purposes of the Fund agreed upon between the Member and the Employer.

"**Service**" in respect of a Member means continuously being an Employee and, for the purpose of determining the length of a Member's Service, Service means the most recent uninterrupted period during which the Member has been an Employee and a Member, and "Service of the Employer" has a corresponding meaning.

"**Temporary Total Disablement**" means in relation to:

(a) a Category MAYA Member, Temporary Total Disablement (or such other similar term) as defined in any Insurance Contract effected by the Trustee and in force for the time being in respect of the Member or agreed upon from time to time by the Trustee and the Insurer for the purposes of the Insurance Contract, and Temporarily Totally Disabled has the same meaning; and

(b) a Category MAYF Member:

(1) Temporary Total Disablement as defined in any Insurance Contract effected by the Trustee and in force for the time being in respect of the Member or agreed upon from time to time by the Trustee and the Insurer for the purposes of the Insurance Contract; or

(2) if at any time there is no Insurance Contract in force, disablement (other than Total and Permanent Disablement) resulting from an illness or injury to the Member which is proved to the satisfaction of the Trustee, after considering any medical or other evidence or advice as it may require from time to time, while the Member is in Service of the Employer and as a result of which:

(A) the Member has been absent from Service for a period of three consecutive months;

(B) the Member is wholly and continuously unable to perform each and every normal duty as an Employee; and

(C) the Member remains under the regular care and attention of a legally qualified medical practitioner,

provided that the Trustee is satisfied that the illness or injury was not inflicted for the purpose of obtaining a benefit under the Fund, and "Temporary Totally Disabled" shall have a corresponding meaning.

"**Total and Permanent Disablement**" of a Member:

(a) if there is a relevant Insurance Contract in force, means disablement which the Insurer determines qualifies as total and permanent disablement under that Insurance Contract; or

(b) if there is no relevant Insurance Contract in force, means:

(1) the Member having lost:

(A) the use of two limbs;

(B) the sight of both eyes; or

(C) the use of one limb and the sight of one eye,

(where limb includes a whole hand or a whole foot); or

(2) disablement due to an illness or injury as a result of which:

(A) the Member has been continuously absent from active employment for six months (or any lesser period agreed between the Principal Employer and the Trustee); and

(B) the Trustee determines (after considering any medical or other evidence the Trustee requires) the Member is sufficiently incapacitated to be unlikely ever to engage in any regular gainful work for which the Member is reasonably qualified by education, training or experience.

"**W4% Member**" means a Member who is an Employee who is employed by the Employer in terms of the industrial award or agreement of the Shop Distributive and Allied Employees' Association.

"**W8% Member**" means a Member who is a Faulding Pental employee employed at Shepparton, Victoria, who is subject to the relevant enterprise bargaining agreement.

4 Status of Participation Schedule

4.1 Overriding effect of Participation Schedule

This Participation Schedule overrides the provisions of Division A and Division F of the Rules to the extent of any conflict.

4.2 Previous Rules

(a) The Participation Agreement and the Rules are intended to set out the Benefits of Members on the Commencement Date.

(b) If the Employer and the Trustee agree that the operation of any provision of the Participation Agreement or the Rules (including the omission in the Participation Agreement or the Rules of a provision from the Previous Rules or relevant benefit summaries (if any)) would have the effect that a Member's Benefits are not set out as intended, the Trustee may, with the consent of each Employer, adjust the operation of the Participation Agreement or the Rules in such manner or take such other action as the Trustee and each Employer agree is necessary to achieve the stated intention.

5 Other matters that override or supplement the Rules in Division A or Division F for this Sub-Division

5.1 Termination of the Sub-Division

On termination of the Sub-Division, the Trustee must value the Sub-Division's assets and apply those assets in the following order of priority:

(a) all costs, expenses and liabilities which have been incurred or are likely to be incurred in respect of the Sub-Division (including the termination of the Sub-Division);

(b) any Minimum SG Benefits;

(c) the amount which the Trustee determines to be fair and equitable in respect of the Member (less the amount mentioned in paragraph (b)),

to the extent that the Sub-Division's assets are sufficient. The Trustee's determination under paragraph (c) must be made after obtaining the Actuary's advice.

5.2 Reduction in Benefits

Rule A12.2(c)(ii) does not apply in respect of a Category MAYF Member.

5.3 Offset and forfeiture of Benefits

Rules A10.1 and A10.2 do not apply in respect of a Member.

5.4 Uninterrupted status as Employee

For purposes of this Sub-Division, a reference in Rule A14 to "Employer" refers only to Employers of this Sub-Division.

5.5 Amendments

Subject to Clause 5.2, the Rules and this Participation Schedule may be amended at any time by written agreement between the Employers and the Trustee, provided that:

(a) the amendment is made in accordance with Rule A12 (where references in that Rule A12 to "Rules" is interpreted to include this Participation Schedule and where that Rule A12 is taken to require the Employers' consent);

(b) the amendment does not increase the liability of an Employer or a Member to contribute to the Fund, unless that person consents;

(c) the Trustee and the Principal Employer consider that the amendment is for the general benefit of present and future Employees or their Dependants; and

(d) in respect of a Category MAYA Member whose benefits in the Previous Plan were provided under part 10 of the Previous Rules, the Trustee and the Principal Employer consider that the amendment (other than for an amendment under Rule A12.1) does not reduce or prejudice the Benefits secured to the Member under the Rules in respect of Contributions paid in respect of the Member to the date of the amendment unless all Members, whose Benefits are reduced or prejudiced, give their consent in writing.

5.6 Termination, reduction or suspension of Employer Contributions

In respect of any notice given by the Employer under Rule F3.4(a), Rule F3.4(b) will not apply but, rather, the notice will take effect one month from the date of receipt of the notice or any later date specified in the notice. The notice does not relieve the Employer of liability to make any payments before the effective date.

6 Contributions

6.1 By Employer

For the purposes of Rule F3.1(a)(2):

(a) in respect of a Category MAYA Member, the Employer will contribute an amount determined by the Trustee from time to time having regard to the SG Legislation and, in respect of a Category MAYA Member whose benefits in the Previous Plan were provided under part 10 of the Previous Rules, the cost of providing insurance where X equals 5 in the definition of Insured Benefit;

(b) in respect of a MAYF8 Member, the Employer will contribute an amount on terms and conditions agreed from time to time between the Employer and the Member having regard to the SG Legislation; and

(c) in respect of a MAYF9 Member, the Employer will contribute an amount (to the Member's Member's Account) equivalent to:

(1) in respect of a W8% Member:

(A) 9% of the Member's Salary; plus

(B) an amount equal to the Member's Contribution (if any) made to the Fund at 1%, 2%, 3% or 4% of the Member's Salary; or

(2) in respect of a W4% Member who either:

(A) joined the Faulding Fund on or after 1 July 1990 but prior to the Faulding Fund Transfer Date; or

(B) otherwise elected that Contributions be made in respect of that Member to another superannuation fund,

an amount equal to the Member's Contribution (if any) made to the Fund at 1%, 2%, 3% or 4% of the Member's Salary; or

(3) in respect of any other MAYF9 Member:

(A) an amount determined by the Trustee from time to time having regard to the SG Legislation; plus

(B) an amount equal to the Member's Contribution made to the Fund at 1%, 2%, 3% or 4% of the Member's Salary, less such amount (if any) allocated from a Reserve Account (if any) in respect of the Member,

provided in all cases that, to the extent that the Employer makes contributions to the Fund for the purpose of reducing its liability for the superannuation guarantee charge to zero in respect of a Member, the Employer must make contributions to the Fund in respect of that Member at no less than the amount and/or rate necessary to achieve this purpose.

7 Benefits

Except as specified in Clause 7.6, this Clause 7 applies only in respect of Category MAYA Members and Category MAYF Members.

7.1 Leaving employment

For the purposes of Rule F5.1, if a Member ceases to be an Employee when no benefit is payable under Clause 7.2 or Clause 7.3, a Benefit equal to the Member's Member's Account Balance is payable.

7.2 Total and Permanent Disablement

For the purposes of Rule F5.2, if a Member, before the reaching age 65, ceases to be an Employee because of Total and Permanent Disablement, a Benefit equal to the sum of:

(a) the Member's Member's Account Balance; and

(b) the Insured Benefit (if any),

is payable.

7.3 Death

(a) Except as provided in Clause 7.3(b), for the purposes of Rule F5.3, on the death of a Member while an Employee, a Benefit equal to the sum of:

  (1) the Member's Member's Account Balance; and

  (2) the Insured Benefit (if any),

  is payable.

(b) For the purposes of Rule F5.3 and in respect of a Category MAYF Member, if such a Member dies while the Member is in the Service of the Employer on or after the Normal Retirement Date, then the Benefit payable shall, subject to Clause 7.5, be equal to the sum of the Member's Member's Account Balance.

7.4 Temporary Total Disablement

(a) Subject to Rule F6.5(a) and for the purposes of Rule F5.4:

  (1) in respect of a Category MAYA Member, if the Trustee has taken out an Insurance Contract covering Temporary Total Disablement in respect of a Member while still an Employee, then the Trustee must pay to the Member who becomes Temporarily Totally

Disabled in terms of the Insurance Contract, the amount or amounts received by the Trustee under such Insurance Contract in respect of the Member; and

(2) in respect of a Category MAYF Member, if a Member becomes Temporarily Totally Disabled while an Employee before attaining the age of sixty-five years, then the Trustee shall pay to that Member a Benefit (in this Clause 7.4 called the "income benefit"), the monthly amount of which (subject to Clause 7.5 and except as provided below) is equal to one-twelfth of seventy-five per cent of the Member's Annual Salary, provided that:

(A) the income benefit payable to the Member shall be the amount remaining after reducing the amount determined under this Clause 7.4(a)(2) by the aggregate of:

(i) the monthly equivalent of any sum paid or payable to or in respect of the Member for workers' compensation, sick leave and by the Transport Accident Commission of the State of Victoria; and

(ii) the amount calculated in terms of the Insurance Contract in relation to the amount (if any) earned by the Member from gainful occupation in terms of Clause 7.4(g); and

for this purpose any sum paid or payable which:

(iii) is not a periodical payment - shall be deemed to have been paid in such monthly amounts and at such times during the period of the Member's Temporary Total Disablement as the Insurer or (if the benefit is not covered by an Insurance Contract in force for the time being) the Trustee shall from time to time determine; or

(iv) is paid at other than monthly intervals - shall for the purposes of this Clause 7.4 be calculated and expressed as a rate of payment per month; and

(B) the income benefit (before reduction under Clause 7.4(a)(2)(A)) shall not in any case exceed the lesser of:

(i) one-twelfth of seventy-five per cent of the Member's Annual Salary; and

(ii) any other amount as is agreed between the Trustee and the Insurer from time to time.

(b) In respect of a Category MAYF Member, unless another cessation date is agreed between the Trustee and the Employer, a Member shall cease to be Temporarily Totally Disabled and any income benefit in respect of that Temporary Total Disablement shall cease on the earliest to occur of the following:

(1) the Member no longer satisfies the definition of Temporary Total Disablement;

(2) subject to Clause 7.4(g), the Member engages in or performs any occupation or work for reward;

(3) the Member becomes Totally and Permanently Disabled under Clause 7.2;

(4) the Member attains the age of sixty-five years or the Normal Retirement Date (whichever is earlier);

(5) the Member dies; or

(6) two years after the income benefit commenced.

(c) In respect of a Category MAYF Member, if the Member ceases to be Temporarily Totally Disabled in the circumstances set out in Clauses 7.4(b)(1), 7.4(b)(2) or 7.4(b)(6) and:

(1) then rejoins or continues in the Service of the Employer, Contributions by and in respect of the Member shall become payable as specified in the Rules and this Participation Schedule. If the Member subsequently ceases for any reason to be in the Service of the Employer, becomes Totally and Permanently Disabled or dies, then the provisions of the Rules and this Participation Schedule relating to the Benefit payable in those circumstances shall apply and the Benefit shall be calculated as if the Member had continued to be in the Service of the Employer during the period of Temporary Total Disablement; or

(2) if the Member does not rejoin or continue in the Service of the Employer, then a Benefit of an amount equal to the Benefit payable under Clause 7.1 shall be paid to the Member, calculated as if the Member had ceased to be in the Service of the Employer on the date on which the Member ceased to be Temporarily Totally Disabled.

(d) In respect of a Category MAYF Member, if the Member becomes Totally and Permanently Disabled then the Benefit referred to in Clause 7.2 shall become payable.

(e) In respect of a Category MAYF Member, if the Member attains the age of sixty-five years or the Normal Retirement Date (whichever is earlier) and retires, then the Benefit referred to in Clause 7.1 shall become payable.

(f) In respect of a Category MAYF Member, if the Member dies, then the Benefit referred to in Clause 7.3 shall become payable.

(g) In respect of a Category MAYF Member, upon the written request of the Trustee while the Member is receiving an income benefit under this Clause 7.4, the Insurer may agree that the Member can engage in gainful occupation for the purposes of rehabilitation but, except for the purposes of this Clause 7.4, the Member shall be deemed not to have been so engaged. A period for which an income benefit is payable under this Clause 7.4(g) continues to be a period of Temporary Total Disablement.

(h) In respect of a MAYF9 Member, while the income benefit is payable, a Member who contributed to the Fund immediately prior to commencement of the income benefit may elect to contribute to the Fund pursuant to Rule F3.2.

(i) In respect of a Category MAYF Member, a Member and the Employer may agree (and shall promptly notify the Trustee of any agreement) as to any special terms and conditions that will apply regarding Contributions or Benefits with respect to that Member's absence due to Temporary Total Disablement.

7.5 Adjusted Benefits where absent without full remuneration

In respect of a Category MAYF Member and subject to Clause 7.5(c), if the Member is absent for a period from the Service of the Employer without remuneration or full remuneration then the following provisions shall apply:

(a) the period of the Member's absence shall not be counted in determining a Benefit payable to the Member at any time in terms of the Rules and this Participation Schedule;

(b) during the period of the Member's absence:

(1) the Contributions to the Fund by and in respect of the Member shall cease;

(2) if the Member dies or is Totally and Permanently Disabled (as referred to in Clause 7.2), then the Benefit payable shall be an amount equal to a Benefit determined under Clause 7.1. The Benefit shall be calculated as if the Member had ceased to be in the Service of the Employer or had retired on the date of the Member's death or Total and Permanent Disablement and shall become payable as specified in Rule A10.12;

(3) if the Member ceases to be in the Service of the Employer (other than in the circumstances set out in Clause 7.5(b)(2)), then the Benefit payable shall be determined in accordance with Clause 7.1.

(c) If, with the consent of the Trustee, the Member pays a special Contribution to the Fund in relation to and prior to the commencement of the Member's period of absence (the amount of which shall be advised by the relevant Insurer), then:

(1) if the Member dies during the period of absence, the Benefit shall be determined in accordance with Clause 7.3, as if the Member had died immediately prior to the date of commencement of the period of absence and shall become payable as specified in Rule A10.12; or

(2) if the Member becomes Totally and Permanently Disabled within a period of twelve months from the date of commencement of the period of absence (or within such additional period as may be agreed between the Trustee and the Insurer), then the Benefit shall be determined in accordance with and become payable as specified in Clause 7.2 as if the Member had become Totally and Permanently Disabled immediately prior to the date of commencement of the period of absence.

(d) The Member and the Employer may agree as to the provisions which shall apply during the Member's absence. In such a case the terms of any agreement (which shall be promptly advised by the Employer to the

Trustee) will apply. If these terms are inconsistent with the other provisions of the Rules or this Participation Schedule, then those terms shall prevail.

7.6 Division S Member Withdrawal Benefit

If, in respect of a Division S Member who was immediately before the Symbion Commencement Date a member of the Previous Plan:

(a) unless the Trustee determines otherwise, the Member's Spouse who has contributed in respect of the Member ceases to be a Member of the Fund;

(b) the Member attains age 65,

(c) the Member suffers permanent incapacity (as that term is defined in the Relevant Law);

(d) before reaching age 65, becomes Totally and Permanently Disabled; or

(e) there are any other circumstances where:

    (1) the Member requests payment where such payment or transfer is permitted under the Relevant Law; or

    (2) payment is required or permitted under the Relevant Law,

a Benefit equal to the Member's Member's Account Balance will be payable.