

THIS TRUST DEED is made the 13th day of JUNE 1984
BETWEEN M^c PEAKE CONSTRUCTIONS PTY LTD.

(hereinafter called "the Principal Employer") of the one part AND
M^{rs} ARA ANDRAN M^c PEAKE
BEVERLEY GEOVIA M^c PEAKE
hereinafter called "the Trustees" which expression shall include the present Trustees or other Trustees appointed under this Deed) of the other part WHEREAS the Principal Employer has decided to establish a superannuation plan to be known as:-

M^c PEAKE CONSTRUCTIONS PTY LTD Superannuation Plan
(hereinafter called "the Plan") in order to provide benefits for certain of its employees and of the employees of its subsidiary and associated companies or firms NOW THIS DEED WITNESSES that the parties hereto agree and declare as follows:-

1. COMMENCEMENT AND INTERPRETATION

(1) Commencement

The Plan shall be deemed to have commenced on the 1st day of JULY 1984.

(2) Interpretation

In this Deed and the Rules—

- (a) the words and expressions defined in the Rules shall unless the context otherwise requires have the meanings given to them there.
- (b) the headings are for convenience of reference only and shall not affect the interpretation thereof.
- (c) words importing the singular number include the plural number and vice versa and words importing any gender include all other genders as the case may require.
- (d) the words and expressions defined are indicated by capital letters for convenience of reference only and the absence of a capital letter shall not imply that the word or expression is used with a meaning different from that given by its definition unless the context indicates otherwise.

2. APPOINTMENT AND REMOVAL OF TRUSTEES

(1) Appointment

The Trustees shall be nominated and appointed by the Principal Employer. The Principal Employer may at any time by notice in writing to the Trustees remove any of them from office. Whenever a vacancy occurs amongst the Trustees, the Principal Employer shall by notice in writing to the remaining Trustees fill the vacancy.

(2) Number of Trustees

Except during any period when a corporation shall hold office as the sole Trustee, the number of Trustees shall (unless the Principal Employer otherwise decides) be at least two, each of whom shall be nominated and appointed by the Principal Employer which shall also appoint the chairman of the Trustees.

(3) When Office Vacated

- (i) The office of a Trustee shall become vacant if:
 - (i) he resigns his office by notice in writing to the Trustees; or
 - (ii) becomes bankrupt or makes an assignment to or composition with his creditors; or
 - (iii) is removed from office by the Principal Employer; or
 - (iv) dies; or
 - (v) in the case of a corporation, if an Order is made or an effective resolution is passed for its winding up, or if it is placed in liquidation or receivership.

3. MEETINGS OF TRUSTEES

(1) Persons

Except during any period when a corporation shall hold office as the sole Trustee—

(i) Quorum, etc.

The Trustees may regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business.

(ii) Discretions — Votes (Casting Vote)

Any question or discretion (including the powers authorities and discretions by this Deed and the Rules vested in the Trustees generally) may be decided or exercised by a majority of the Trustees or in accordance with a resolution of the Trustees passed by a majority of votes at a meeting of the Trustees at which a quorum is present, each Trustee present being entitled to one vote. In the case of an equality of votes the chairman shall have a second or casting vote.

(iii) **Signed Resolution**

A resolution in writing signed by all the Trustees shall have the same effect and validity as a resolution of the Trustees passed at a duly convened meeting.

(2) **Corporation**

A Corporation as sole Trustee may act by minute authenticated by an officer designated for that purpose.

4. TRUSTEES — LIABILITY AND INDEMNITY

(1) **No Personal Liability**

No Trustee or director or officer of a corporation holding office as a Trustee shall be under any personal liability in respect of any loss or breach of trust relating to the Plan unless the same shall have been due to his own dishonesty or wilful default.

(2) **Indemnity**

Each of the Trustees shall be indemnified by the Plan against all liabilities incurred by him in the execution or attempted execution or in respect of the non-execution of the trusts authorities powers and discretions contained in this Deed and shall have a lien on and may use any moneys for the time being in the hands of the Trustees for the indemnity and generally for the payment of all proper legal and other costs charges and expenses of administering or winding up the Plan and otherwise of performing their duties under this Deed. Without limiting the generality of the foregoing the indemnity hereby provided shall apply to any payment made in respect of a Member to any person whom the Trustees bona fide believe to be entitled thereto.

5. EXERCISE OF POWERS ETC. — INTERPRETATION OF DEED

(1) **Powers and Discretions**

The Trustees in the exercise of the powers authorities and discretions vested in them by this Deed and the Rules shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of those powers authorities or discretions from time to time and at any time or may refrain from exercising all or any of those powers authorities or discretions from time to time or at all.

(2) **Disputes as to Interpretation**

In the case of any dispute as to the interpretation or effect of this Deed or the Rules, the decision of the Trustees shall be final.

6. AUTHORITY TO SIGN FORMS AND DOCUMENTS

Where there are two or more Trustees any Trustee may execute proposals documents memoranda and other forms in respect of new Members and the effecting of new insurance cover under the Plan and any two Trustees may sign or endorse cheques and sign all documents memoranda and other forms whatsoever including (but without limiting the foregoing) those in connection with the transfer surrender alteration or endorsement of any policy or with the settlement of any claims arising under any policy.

7. INVESTMENTS

Subject to the other provisions of this Deed and the Rules, all moneys forming part of the Plan in the hands of the Trustees may be invested in any one or more of the following forms of investment with power for the Trustees to sell vary or transpose any of the investments so made—

- (a) in policies of life insurance issued by the Insurer and without limiting the generality of the foregoing the Trustees are expressly authorised to cause this Plan to become a Participating Plan under the AMP Security Linked Superannuation Plan.
- (b) in any investment authorised by law for the investment of trust funds;
- (c) in the purchase of or subscription for fully paid preference or ordinary shares or stock which are quoted in the official list of any stock exchange in Australia;
- (d) in the purchase of or subscription for debentures or notes (secured or unsecured) in any company any of the shares of which are quoted in the official list of any stock exchange in Australia;
- (e) on deposit with the Employer or any bank.

The Trustees may whenever they think fit for the purposes of the Plan borrow money to enable funds to be invested in other investments of the types specified in this Clause. The Trustees may secure the repayment of any money so borrowed in such manner and upon such terms and conditions in all respects as they think fit and for such purpose shall have power to charge or mortgage any assets whatsoever (including policies of life insurance) of the Plan.

8. FORGONE BENEFITS

(1) **Payments In**

When in accordance with this Deed and the Rules a Member and persons claiming through or under him cease to have the right to receive the benefits defined in the Rules or any part thereof, any amount in the Plan relating to such benefits or part thereof shall be retained in the Plan as "Forgone Benefits".

(2) Application of Forgone Benefits

Forgone Benefits may in the discretion of the Trustees be utilised for all or any of the following objects—

- (a) in providing assistance to any Member in case of need sickness or hardship;
- (b) in providing assistance to the dependants of any Member or former Member;
- (c) in augmenting the benefits payable in terms of the Rules to any Member;
- (d) in or towards payment of any contributions whatsoever under the Plan;
- (e) in paying any expenses in connection with the establishment or administration of the Plan.

(3) Augmenting Benefit

If the Trustees allocate an amount from Forgone Benefits to augment the benefits of any Member they will notify the Member that an amount has been so allocated.

9. CONTRIBUTIONS

(1) Payment

Each Employer separately covenants to pay to the Trustees or as directed by them—

- (a) the contributions (if any) which each Member has or is deemed to have requested the Employer to deduct from his salary and which the Employer has so deducted or which the Member has otherwise agreed to pay and has paid; and
- (b) (subject as otherwise provided) the Employer's contributions in accordance with the Rules.

(2) Termination etc.

Subject to sub-clause 13(3), any Employer may on giving one month's notice to the Trustees of its intention so to do, terminate reduce or suspend the payment of all or any of its contributions. Upon the expiration of that notice the liability of that Employer to make those payments shall cease either wholly or to the extent or for the period or in the circumstances mentioned in the notice, **except** however in respect of payments due on or before the date of expiration of the period of one month.

(3) Additional Contributions

The Employer may pay to the Trustees such additional sums (if any) as it may from time to time determine and those sums shall be applied by the Trustees as the Employer shall in writing direct.

(4) By Whom Payable

The contributions payable by the Employer in respect of any Member shall be paid only by the Employer by which the Member is for the time being employed **PROVIDED HOWEVER** that if that Employer is one of a group of companies which consists of a holding company and its subsidiaries the contributions in respect of a Member employed by that Employer may be paid by any of the companies in the group which are participating in the Plan.

10. APPLICATION OF CONTRIBUTIONS

(1) To Provide Benefits

All amounts forming part of the Plan shall be held in trust by the Trustees and shall be applied in accordance with this Deed and Rules and the contributions by and in respect of the Member shall be applied to provide the benefits referred to in this Deed and Rules for or in respect of the Member.

(2) Payments Direct to the Insurer

Payments made by the Employer to the Insurer or to the Custodian Trustee in connection with the Plan shall be deemed to be both payments to the Trustees and payments by the Trustees to the Insurer or to the Custodian Trustee (as the case may be).

11. BENEFITS

(1) Amount

The benefits payable to Members shall be as set out in the Rules (as amended from time to time).

(2) Limitation

Notwithstanding any other provisions of this Deed and the Rules, the Trustees shall limit the benefits and contributions under the Plan in respect of each Member to such extent as will ensure that:—

- (a) the benefits being provided under the Plan in respect of the Member; plus
- (b) those benefits together with the benefits which have been or are being provided in respect of the Member under any other superannuation or similar plan or fund and which are for the purposes of this Clause to be taken into account, are not in the opinion of the Trustees greater than the benefits which are approved from time to time or in any particular case for the purposes of the provisions of the Act from time to time relating to the Plan.

12. RULES — INCONSISTENCY

The Rules forming part of this Deed shall be the Rules for the management of the Plan. To the extent (if any) that the Rules are inconsistent with the provisions of this Deed or any alterations or amendments thereof the said provisions shall prevail.

13. DISCONTINUANCE

(1) Total Discontinuance

In addition to the powers contained in this Deed for Employers to terminate contributions, the Principal Employer may for any reason discontinue the Plan as from the expiration of one month's written notice to the Trustees of its intention to do so. Upon any such discontinuance or if all Employers terminate their contributions then: —

- (a) the Trustees will either convert any individual policy on the life of a Member to an individual paid-up policy or obtain the proceeds payable on the termination of such policy.
- (b) in the case of a policy covering more than one Member, all money not already allocated shall be allocated by the Trustees to the Members in such shares and proportions as the Trustees consider equitable.
- (c) the policy or proceeds held or received by the Trustees in respect of a particular Member shall be held in trust by the Trustees and shall subject to the provisions of this Deed and Rules be transferred or paid to the Member on his ceasing to be in the service of the Employer or to the dependants or legal personal representatives of the member in the event of his death.

(2) Partial Termination

If an Employer terminates its contributions to the Plan in respect of some or all of the Members for whom it has been contributing, the Trustees shall unless another Employer agrees to continue the contributions in respect of those Members within the provisions of this Deed and the Rules, deal with the policies or the proceeds thereof relating to those Members in the manner specified in sub-clause (1) of this Clause.

(3) Statutes of Limitations

The Trustees will not later than the specified date (as defined below) discontinue the Plan and transfer or pay to the Members or their dependants or legal personal representatives the policies or the proceeds thereof and the amounts referred to in sub-clause (3) of Clause 8 as the Trustees may subject to the Rules determine, notwithstanding that the members are then in the service of the Employer. For the purpose of this sub-clause the "specified date" is the expiration of the period of twenty-one years or such further period as may be lawful after the death of the survivor of all the lineal descendants of His Late Majesty King George V who are living at the date of the execution of this Deed **Provided However** that this sub-clause shall not apply if under the law by which this Deed and the Rules would be interpreted this Deed would be fully valid in its absence notwithstanding the Statute of Limitations or other law relating to the limitation of actions.

14. REDUCTION OR SUSPENSION — MEMBERS' CONTRIBUTIONS

If the Employer reduces or suspends its contributions to the Plan in respect of some or all of the Members for whom it has been contributing, those Members may arrange with the Trustees for their own contributions to the Plan to be reduced or suspended and the Trustees shall make such adjustments to the benefits being provided for those Members as they consider appropriate taking into account the contributions (if any) likely to be paid in the future.

15. TRANSFER TO AND FROM OTHER PLANS

(1) Amount

For the purposes of this Clause, "Amount" includes a policy of life insurance.

(2) Transfer Out

In any case where a Member may participate in another superannuation or similar fund or plan, the Trustees with the consent of the Employer may in lieu of dealing in accordance with this Deed with the benefits under the Plan relating to the Member or with such part thereof as the Trustees determine, transfer the whole or part of the Amount in the Plan relating to those benefits or the part thereof to the trustees of that other fund or plan **PROVIDED HOWEVER** that a transfer may be made in accordance with this Clause only if the Trustees are satisfied that —

- (a) the rights of the member or his dependants or legal personal representatives to receive the benefits arising from the amount transferred are fully secured; and
- (b) benefits will not be paid from that fund or plan to or in respect of the Member except when he retires or in the circumstances of his incapacity for work attributable to illness or accident or on his death or in such other circumstances as in the opinion of the Trustees are approved for the purposes of the provisions of the Act from time to time relating to the Plan.

(3) Transfer In

The Trustees may accept into the Plan an Amount in respect of a Member (or of an employee who thereupon becomes a Member) which is transferred from another superannuation or other similar fund or plan in which he has participated. Any relevant policy shall be surrendered and the proceeds and any other Amount credited to the member's Retirement Account. In such case the benefits being provided for or in respect of the Member under the Plan shall be adjusted in such manner as is agreed upon by the Trustees and the Member.

16. AMENDMENTS TO THE DEED OR RULES

The Deed and Rules may by resolution or by deed be added to or altered in any respect which would in the opinion of the Trustees and the Principal Employer be for the benefit of the past present or future employees of the Employer or their dependants generally, but no addition or alteration shall impose any further liability on any employee entitled to participate in the Plan without that employee's consent.

17. MONEY OWING, DEFALCATION, ETC.

If the Member owes any money to his Employer on any account whatsoever or is party or privy to any defalcation or misappropriation of any of the funds or property of the Employer or of the Plan or if the Member is dismissed because of misconduct or negligence or resigns to avoid dismissal on those grounds, any benefit to which the Member would otherwise have been entitled to under the Plan shall be applied so far as it will extend to repay the sum owing or to make good the defalcation or misappropriation and to meet any costs and losses incurred by the Employer or the Trustees as a result of the defalcation misconduct or negligence. The amount so applied shall be paid by the Trustees to the Employer or retained in the Plan (as the case may require). The balance of the said benefit shall be dealt with in accordance with the other provisions of this Deed and Rules.

18. BANKRUPTCY OR MENTAL ILLNESS

(1) Bankruptcy, etc.

The benefits being provided under the Plan in respect of a Member shall be absolutely forfeited if he shall become bankrupt or insolvent or if he shall do or suffer anything whereby his benefit under the Plan or any part thereof shall become vested in or payable to some other person PROVIDED HOWEVER that a transaction to which sub-clause 19(2) applies shall not cause a forfeiture of the benefits in respect of the Member.

(2) Mental Illness

The benefits of a Member shall be suspended and (subject only to the ensuing provisions of this Clause 18) shall cease to be payable, if he is found by any competent Court or is shown to the satisfaction of the Trustees to be mentally ill or of unsound mind or incapable of managing his own affairs.

(3) Application of Benefits

The Trustees may in their absolute discretion pay or apply the whole or any part of the benefits which have in accordance with this Clause been forfeited or suspended to or for the benefit of the Member or any one or more of his dependants in such shares and proportions and in such manner as the Trustees shall in their absolute discretion determine PROVIDED HOWEVER that while the Member is still in the service of the Employer the Trustees shall not make any payment in accordance with this Clause except for the maintenance or support of the Member or his dependants and for the purpose of relieving hardship.

(4) Becoming Capable or Dying

If in regard to a Member whose benefits have been suspended in accordance with sub-clause (2) of this Clause, a competent Court declares or the Trustees are satisfied that the Member is no longer of unsound mind and is capable of managing his own affairs, any benefit which would but for the suspension have become payable in respect of the Member and which has not been applied in accordance with sub-clause (3) of this Clause, shall be applied as if the suspension had never occurred.

19. MEMBER NOT TO ASSIGN OR CHARGE BENEFITS

(1) Prohibition

A Member while he is in the service of the Employer shall not charge mortgage transfer assign or otherwise deal with his benefit under the Plan or with a policy on his life or any bonus addition thereto or his benefit under the Plan or attempt so to do. If the Member shall contravene this provision, sub-clause 18(1) shall apply.

(2) Advances by Employer — Charge

If the Employer shall pay to the Trustees or the Insurer any sum representing the contribution of a Member before that contribution has been received by the Employer or deducted from the Member's salary the Employer shall have a charge on the benefits being provided for or in respect of the member under the Plan for those sums and the Trustees if so required by the Employer shall out of the moneys received by the Trustees in respect of the Member refund to the Employer without interest any sums so paid or owing.

20. POWER TO DISMISS

Nothing in this Deed or in the Rules shall restrict the right of the Employer to dismiss an Employee or be used to increase damages in any action brought against the Employer in respect of an Employee's dismissal.

21. DAMAGES AND COMPENSATION

Nothing in this Deed or in the Rules shall in any way affect the right of a Member or his legal personal representatives or other person to claim damages or compensation by common law or under a Worker's Compensation Act or any other statute in force governing compensation to a Member injured or dying from an accident arising out of or in the course of his employment with the Employer and except as provided in the Rules the amount payable in terms of this Deed and the Rules shall not be reduced by reason of any payment of damages or compensation as aforesaid.

RULES FOR THE MANAGEMENT OF THE SUPERANNUATION PLAN

The Rules contained in the following pages (as amended from time to time) are the Rules of the Plan referred to in the Deed of which these Rules form part.

A. DEFINITIONS

In the said Deed and these Rules the following words and expressions shall unless the context otherwise requires have the following meanings —

“**Act**” means the Income Tax Assessment Act 1936 as subsequently amended and any amendment or re-enactment for the time being in force.

“**Child**” includes a step-child, a legally adopted child, an ex-nuptial child and a person recognised by the Trustees as an adopted child.

“**Custodian Trustee**” means A.M.P. Superannuation Limited, being Custodian Trustee of the A.M.P. Security Linked Superannuation Plan.

“**this Deed**” means the Trust Deed to which these Rules are attached and of which these Rules form part.

“**Dependant**” in relation to a Member means the wife, husband, widow, widower and any child of the Member and any person who in the opinion of the Trustees is at the relevant date wholly or partially dependent on the Member.

“**Employee**” means a person who is in the service of the Employer.

“**Employer**” means each or any one (as the context requires) of the Principal Employer and any of its subsidiary or associated companies or firms which with the approval of the Principal Employer has applied to the Trustees and has been accepted as an Employer in the Plan and where the word “Employer” is used in relation to a member it means the company or firm by which the member is for the time being employed.

“**Group Plan**” means the A.M.P. Security Linked Superannuation Plan or other group plan selected by the Trustees and under which a group superannuation policy is effected with the Insurer.

“**Insurance Cover**” means the insurance cover effected or arranged by the Trustees on the Member's life under the Group Plan.

“**Insurer**” means the Australian Mutual Provident Society or any other corporate insurer carrying on the business of life insurance in Australia and approved by the Principal Employer.

“**Member**” means an Employee who has been admitted as a Member of the Plan or (as the context requires) a person in respect of whom a benefit is payable in terms of this Deed and the Rules.

“**Member's Account**” means the sum of:

- (1) the amount accrued in the Member's Retirement Account,
- (2) the amount (if any) paid from the Member's Insurance Cover in the relevant event, and
- (3) the amount (if any) payable in the relevant event under any individual policy relating to that Member in terms of Rule D (3).

“**Normal Retirement Date**” means the date specified in Section 1 of the Schedule or such other date as the Trustees and the Member may agree upon in any particular case.

“**The Plan**” and “**Principal Employer**” mean the same as stated on the first page of this Deed.

“**Retirement Account**” means the Account maintained under the Group Plan's group superannuation policy in respect of a Member and to which are credited:

- (1) contributions and other sums paid or allocated by and in respect of the Member (after deduction of any expense charges and premiums for insurance cover), and
- (2) interest earnings allocated under the said policy.

AND from which are deducted any sums withdrawn from that Account under Rule D (3).

“**Rules**” means these Rules as amended from time to time.

“**Schedule**” means the Schedule attached to and forming part of these Rules.

“**Service**” means continuous service and for the purposes of this definition an Employee's service shall not cease to be continuous by reason only of a transfer from the service of one Employer (as herein defined) to the service of another of those Employers.

“**Trustees**” means the Trustees for the time being of the Plan.

B. ELIGIBILITY FOR PLAN MEMBERSHIP

An Employee shall unless the Principal Employer otherwise determines become eligible to join the Plan when he has qualified for membership on the basis defined in Section 2 of the Schedule. Every Employee who is invited or entitled to participate in the Plan shall on making written application in a form approved by the Trustees become a Member and be deemed to have approved of and shall be bound by all the provisions of this Deed and the Rules.

C. CONTRIBUTIONS

- (1) **Employer**
The Employer shall unless it determines otherwise contribute periodical payments to the Plan in respect of each Member of the amount specified in Section 3 of the Schedule.
- (2) **Member**
The Member shall contribute to the Plan the amounts (if any) specified in Section 3 of the Schedule and the Employer shall deduct the Member's contributions from his salary.
- (3) **Additional Contributions**
Notwithstanding sub-rules C (1) and (2) the Employer and/or the Member may in special circumstances with the approval of the Custodian Trustee (if applicable) and the Insurer contribute other sums in addition to or wholly or partly in substitution for the contributions set out in Section 3 of the Schedule.

D. APPLICATION OF CONTRIBUTIONS

- (1) **Group Life Insurance Policy**
For the purpose of providing the benefits of each Member the Trustees shall arrange for each Member to be included in the group superannuation policy effected under the Group Plan and all contributions shall be paid as premiums under that policy.
- (2) **Insurance Cover**
 - (a) The Trustees shall propose for Insurance Cover in relation to the death of each member for the amount (if any) specified in Section 4 of the Schedule. The Member shall complete and sign any documents required in connection with the Insurance Cover.
 - (b) If the application for any Insurance Cover on the life of a Member or of any increase in the amount thereof is not accepted by the Insurer on its standard terms or if the amount of Insurance Cover is limited by the Insurer at any time the amount of the benefit payable on the Member's death or total and permanent disablement shall (unless the Trustees otherwise determine) be altered in such manner and to such extent as the Trustees shall in their absolute discretion consider reasonable in the circumstances.
 - (c) Notwithstanding anything contained in this Deed if consequent upon the death or total and permanent disablement of a Member the Insurer does not pay the Insurance Cover in respect of the Member or reduces the amount thereof, the Trustees may reduce the benefit payable under this Deed by the amount of the Insurance Cover or such part thereof as the Insurer has not paid.
- (3) **Withdrawal of Money**
If the Trustees shall with the approval of the Custodian Trustee (or other relevant party) and the Insurer withdraw money from a Member's Retirement Account (which they are hereby empowered to do) the money withdrawn shall be applied in taking out an individual life insurance policy in their names on that Member's life. The Member's Account of that Member shall include the gross amount payable under the individual policy without making any deduction for outstanding loan or other debts on the policy.
- (4) **Total and Permanent Disablement Benefit**
The Trustees may arrange for the Insurance Cover to include the event of total and permanent disablement (as defined in the said group life insurance policy) of each or any Member for whom the Insurer is prepared to grant such cover.
- (5) **Benefits — Obtaining Funds**
On the occurrence of an event as the result of which a benefit becomes payable to the Member or his dependants or legal personal representatives in terms of these Rules the Trustees will obtain the moneys payable in respect of that Member from the Group Plan and from any individual policy effected under sub-rule (3) of this Rule. The moneys so received will be dealt with in terms of these Rules as part of the Member's Account.
- (6) **Forgone Benefits**
Any forgone benefits allocated to a Member under sub-clause 8(3) of this Deed shall be credited to the Retirement Account of that Member.

BENEFITS

E. RETIREMENT OR LEAVING FOR SICKNESS ACCIDENT OR RETRENCHMENT

If the Member —

(a) retires on or after his Normal Retirement Date or within the period prior to his Normal Retirement Date as specified in Section 5 of the Schedule; or

(b) ceases to be in the service of the Employer —

(i) on account of sickness or accident (proof of which is furnished to the satisfaction of the Trustees); or

(ii) on account (in the opinion of the Trustees) of retrenchment of staff, then (subject to the other provisions of this Deed) the full amount of the Member's Account shall be paid to the Member.

F. DEATH

If the Member dies the Trustees shall (subject to the other provisions of this Deed) pay the full amount of the Member's Account to or for the benefit of such one or more of the dependants of the deceased Member or the legal personal representatives of the deceased Member and in such shares and proportions and in such manner as the Trustees in their absolute discretion determine.

G. TOTAL AND PERMANENT DISABLEMENT

If a Member for whom benefits on disablement are provided under the Plan becomes totally and permanently disabled (within the meaning of the definition specified by the Insurer in the policy providing the relevant cover), the Trustees shall (subject to the other provisions of this Deed) pay or apply the full amount of the Member's Account to or for the benefit of the member or to or for the benefit of any one or more of his dependants in such shares and proportions and in such manner as the Trustees shall in their absolute discretion determine. PROVIDED HOWEVER THAT while the Member is still in the service of the Employer payment shall not be made in terms of this Rule except for the maintenance or support of the Member or his dependants and for the purpose of relieving hardship PROVIDED FURTHER THAT if the Member dies before the whole of the amount payable in respect of the Member has been paid or applied in accordance with this Rule that amount or the balance thereof (as the case may be) shall be paid to the persons and in the manner referred to in Rule F.

H. CESSATION OF SERVICE

If for any reason other than the circumstances referred to in Rule E, Rule F and Rule G the Member ceases to be in the service of the Employer prior to his Normal Retirement Date, the Trustees shall pay to the Member out of the amount of the Member's Account a benefit being the entitlement specified in Section 6 of the Schedule but not in any event exceeding the amount of the Member's Account PROVIDED HOWEVER that the Trustees may in their discretion pay to the Member the whole or any part of the balance of the Member's Account. Any balance of the Member's Account not paid to the Member in accordance with this Rule shall be retained in the Plan as a forgone benefit and if not already held under the Group Plan's group life insurance policy such balance shall be paid into that policy as a forgone benefit.

SCHEDULE REFERRED TO IN THE RULES

In this Schedule the following terms have the meanings shown below -

"Annual Contribution" means the annual rate of contribution by and in respect of the Member concerned, determined under Section 3 below at each Review Date.

"Annual Salary" means the Member's annual rate of salary at the relevant Review Date as advised to the Trustees by the Employer for the purposes of the Plan.

"Maximum Lump Sum Benefit" means the lump sum maximum benefit approved for the Member in the relevant event under the Act (or balance thereof after taking benefits under other superannuation plans into account).

"Member's Nomination Form" means the Nomination For Membership Form completed by the Trustees in respect of the particular Member.

"Review Date" means -

- (1) the date in each year from which the benefits and contributions relating to a Member are adjusted for variations in the Member's Annual Salary (and any other relevant alterations) since the previous Review Date, or
- (2) in relation to a new Member - the date he joins the Plan.

IN THIS SCHEDULE, THE STATEMENTS WHICH DO NOT APPLY ARE CROSSED OUT IN INK (unless otherwise indicated).

Section 1. NORMAL RETIREMENT DATE (Refer Rule A)

As stated on the Member's Nomination Form.

(make no deletions here)
Such date shall be the Member's 65th birthday, except that for female Members for whom the Employer contributes at Contribution Code 3 level in Section 3 below, the Normal Retirement Date may be the Member's 60th birthday.

Section 2. ELIGIBILITY FOR MEMBERSHIP (Refer Rule B)

- (complete and/or delete)
- a) On the completion of months' service ~~with the Employer.~~
 - b) When invited by the Employer to join the Plan.
 - c) ~~(Specify)~~

1
1
1
1

Section 3. CONTRIBUTIONS (Refer Rule C)

Contribution Codes are stated below only to identify the bases of contributions available; the actual contributions relating to a Member are stated on the Member's Nomination Form. The same Contribution Code should apply for both the Member's and his Employer's contributions.

a) Contributions by the Employer

Contribution Code 1: per cent of the Member's Annual Salary.

(make no deletions here)

~~Contribution Code 2: The percentage (being other than that for Contribution Code 1) of the Member's Annual Salary or the amount appearing on the Member's Nomination Form.~~

Contribution Code 3: The contribution recommended by the Insurer, after allowing for the Member's contributions, estimated to fund -

i) the percentage specified in the Member's Nomination Form (or other percentage advised by the Trustees from time to time) of the Maximum Lump Sum Benefit at the Normal Retirement Date; and

ii) the Insurance Cover stated in Section 4 below.

b) Contributions by the Member

Contribution Code 1: per cent of the Member's Annual Salary.

(make no deletions here)

~~Contribution Code 2: The percentage (being other than that for Contribution Code 1) of the Member's Annual Salary or the amount appearing on the Member's Nomination Form.~~

~~Contribution Code 3: The percentage of the Member's Annual Salary or the amount appearing on the Member's Nomination Form.~~

PROVIDED THAT the contributions by the Member and by the Employer in respect of a particular Member may be at such other level advised by the Trustees from time to time.

Section 4. INSURANCE COVER (Refer Rule D)

(A) Except where (B) below applies, the Insurance Cover for a Member is the Plan Formula Basis or nil, where Plan Formula Basis is defined as -

(a) times the ~~Annual~~ Contribution multiplied by the number of years (including fractions of a year) of future service of the Member from the relevant Review Date to his 60th birthday.

(delete two)

(b) The amount provided by an annual premium of per cent of the Annual Contribution.

(c) Nil.



The Member may elect a "Nil" cover even if the Plan Formula Basis is not nil.

(B) The Insurance Cover for a Member for whom the Employer contributes at Contribution Code 3 level is:-

i) the Plan Formula Basis; or

(make no deletions here)

~~ii) nil; or~~

iii) the amount by which the percentage (as specified for Employer's Contribution Code 3 in Section 3 above) of the Maximum Lump Sum Benefit payable on death or total and permanent disablement exceeds the Member's Retirement Account (together with the amount payable under any policy taken out on the Member's life under Rule D(3)).

Where the Insurance Cover for a Member is other than the Plan Formula Basis, the amount is that stated on the Member's Nomination Form, or advised by the Trustees from time to time.

Section 5. EARLY RETIREMENT OPTION PERIOD (Refer Rule E)

(complete)

The period of .15 years for a male Member and .19 years for a female Member immediately prior to the Member's Normal Retirement Date.

Section 6. CESSATION OF SERVICE (Refer Rule H)

(a) The sum of the Member's contributions to the Plan accumulated at a compound interest rate of per cent a year (but with no interest being added after the immediately preceding ~~Review Date~~).

(b) The sum of -

(complete and/or delete)

i) the amount in (a) above, and
ii) per cent of the difference between the Member's Account and the amount in (a) above for each complete year since joining the Plan in excess of years, with a maximum benefit equal to the full amount of the ~~Member's Account.~~

(c) The full amount of the Member's Account.

~~(d) (specify)
.....
.....~~

The Trustees may, under Rule H, increase the Member's benefit under (a), (b) or (d) above to an amount not exceeding the Member's Account.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

IN WITNESS WHEREOF this Deed has been duly executed the day and year first hereinbefore written.

BY THE PRINCIPAL EMPLOYER

THE COMMON SEAL of

M^c PEARLE CONSTRUCTIONS PTY LTD.

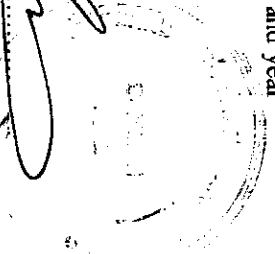
Where the Principal Employer is a company or other incorporated body or trustee of a trading trust

was herunto duly affixed by

authority of a resolution of

its Board of Directors and in

the presence of



Director

Secretary

[Handwritten signature]
[Handwritten signature]

SIGNED SEALED AND DELIVERED
by the said

in the presence of

SIGNED SEALED AND DELIVERED
by the said

in the presence of

SIGNED SEALED AND DELIVERED
by the said

in the presence of

Where the Principal Employer is a partnership, sole trader or non-corporate trustee of a trading trust

THE TRUSTEES OF THE PLAN
SIGNED SEALED AND DELIVERED
by the said

in the presence of

SIGNED SEALED AND DELIVERED
by the said

in the presence of

SIGNED SEALED AND DELIVERED
by the said

in the presence of

Where the trustees are individuals

[Handwritten signature]
Wilfrina 22/04/15

[Handwritten signature]
Wilfrina 22/04/15

THE COMMON SEAL of

was herunto duly affixed by

authority of a resolution of

its Board of Directors and in

the presence of

Where there is a corporate trustee

Director

Secretary

