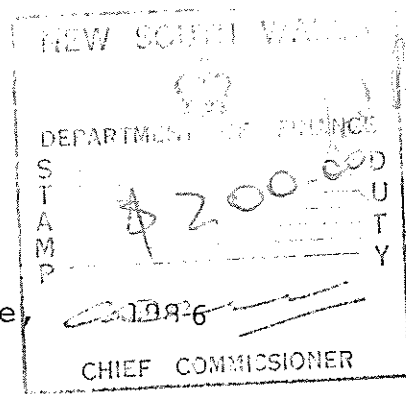


NO DUTY PAYABLE

Wrought
Commissioner of Stamp Duties,
Queensland



THIS DEED made the 25th day of June,

BETWEEN A & C Hickey Pty Limited

a company duly incorporated in the State of New South Wales and
and having its registered office at 2/72 Macquarie Street, Parramatta
(hereinafter called "the Principal Employer") of the one part
AND Andrew James Phillip Hickey and Camille Mary Hickey

of 76 Watkins Street, Merewether

(hereinafter called "the Trustees") which expressions shall
include the Trustee or Trustees for the time being hereof) of the
other part

WHEREAS the Principal Employer has determined to establish a
fund (hereinafter called "the Fund"), to continue, subject to the
provisions of this Deed, until the date of the death of the last
living descendent of King George VI with the object of providing
superannuation benefits for present and future employees of the
Employer or for their dependants in the event of termination of
employment by retirement, death or other circumstances:

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED
as follows:

Part I - Constitution

- 1.1 In this Deed unless the context otherwise required "The
Fund" means the Superannuation Fund as hereby constituted
and shall consist of the moneys from time to time held by
or on account of the Trustee in pursuant of this Deed and
the investments and Policies of Assurance and Insurance
for the time being representing the same.
- (b) "Benefit" means the benefit of a Member as defined in
clause 5.
- (c) "Benefit of a Member", "Members Own Benefit", and "Benefit
from Employer" have the meanings respectively defined in
clause 5.
- (d) "Dependant" means
- (i) the wife, husband, widow, widower, children or
grandchildren or other relative of a Member, and
 - (ii) any other person who in the opinion of the
Trustee is dependent for maintenance or financial
support wholly or in part on a Member or was so
dependent at the time of the Member's death

- (e) "The Principal Employer" means the party of the First part or the person firm or company which shall take its place pursuant to the provisions of this Deed.
- (f) "Associated Employer" means any company person or firm which the Principal Employer has admitted to participation in the Fund as an employer pursuant to the Rules on the ground that the Principal Employer is so closely allied with or has such an interest in it as to make such participation in the opinion of the Principal Employer desirable or convenient.
- (g) "Employer" means the Principal Employer or any Associated Employer and "the Employer" in relation to any member or former member means the Employer in whose service that person is or was at the relevant time.
- (h) "Employee" means every person employed by an Employer and shall include every director of an Employer which is a company.
- (i) "Normal Retiring Age" has the meaning given to it in Clause 7.
- (j) "Trustee" means the Trustee or Trustees for the time being of the Fund.
- (k) "Member" means an Employee who becomes and for the time being is a member of the Fund.
- (l) "Salary" means the ordinary weekly, fortnightly or monthly salary wages or remuneration paid by the Employer to the Member but does not include commission, bonuses, overtime payments, allowances, or other like payments unless otherwise mutually agreed.
- (m) "General Fund" means the Fund but excluding all policies of insurance or assurance effected on the lives of Members pursuant to Clause 19.
- (n) "Market Value" means in relation to any investment the value of such investment as fixed by the Trustee as being the fair market value of such investment at the relevant time.

(o) Words denoting the masculine gender include the feminine gender and vice versa.

(p) Words denoting the singular number include the plural number and vice versa.

1.2. There is hereby constituted

A & C Hickey Pty Limited Superannuation Fund

1.3. The Fund shall be deemed to have come into operation on the 25th day of June, 1986

1.4. All assets of the Fund shall be vested in the Trustee who shall stand possessed of the same upon trust to apply the same in the manner and for the objects and purposes of the Fund as set forth in this Deed and any amendment thereto.

1.5 The Trustee shall manage and administer the Fund in accordance with the provisions of these presents subject to any recission alteration or addition made pursuant thereto and shall in relation thereto have all such powers and discretions and be entitled to such indemnities as by these presents or by law are conferred upon the Trustee.

1.6. The Principal Employer shall have the power of appointing new or additional Trustees of the Fund and may at any time remove the Trustee or any new or additional Trustees.

1.7 Subject to Clause 33 the Principal Employer and such other Employer or Employers as may become party or parties hereto at the times provided shall pay to the Trustee all such sums as shall be payable by the Employer in accordance with these presents.

1.8 This Deed shall in all respects be governed and construed in accordance with the laws of the State of New South Wales.

1.9 The Trustee may at the request of the Employer make such arrangements as it thinks proper with any previous employer of the Employees or any one or more of them or the Trustee of any Superannuation Fund of which the Employees or any one or more of them was a member for the transfer of assets and other rights and benefits of and arising in relation to the membership by the Employees or any one or more of them in such other Superannuation Fund to the Fund and may

make arrangements about any matter in relation to such transfer which in its opinion is necessary to enable such Employees or any one or more of them to be admitted to membership of the Fund.

Part 2 - Eligibility for Membership

2.1. Such employees as the Employer shall from time to time determine shall be eligible for membership of the scheme. Membership of each employee so selected shall commence from the date determined by the Employer.

2.2. Upon the satisfaction or forfeiture of the whole of a Member's rights to benefits under the Scheme, his membership shall cease.

Part 3 - Contributions by Employer and Employee.

3.1 The Employer shall contribute to the Fund in respect of each Member such amount as the Employer from time to time shall allocate to the Trustee and shall pay all contributions to the Trustee. At the time of making such contribution, the Employer shall advise the Trustee of the amount of contribution in respect of each member.

3.2 A Member may contribute to the Fund such amount as the Trustee and the Member may from time to time agree.

3.3. The Trustee in its absolute discretion shall determine the manner in which such contribution will be invested and in particular whether and if so to what extent and in what proportions such contributions by the Employer and the Member will be applied in providing a policy or policies of insurance or assurance for the Member pursuant to Clause-19.

Part 4 - Trustees' Records

4.1 The Trustee shall keep with respect to each Member for each Employer (past or present) of that Member:

- (a) An "Employer Contribution Account" showing :
- (i) Contributions by the Employer to the Fund in respect of that Member pursuant to Clause 3.1.
 - (ii) Sums credited to such account pursuant to an allocation made under Clause 13.
 - (iii) Sums debited, credited to such account pursuant to Clause 6.

- (iv) Sums utilised from such account in paying premiums on any policy or policies of insurance or assurance on the life of that Member, effected by the Trustee pursuant to Clause 19.
- (b) A "Member Contribution Account" showing :
 - (i) Contributions made by the Member pursuant to Clause 3.2.
 - (ii) sums debited or credited to such account pursuant to Clause 6.
 - (iii) Sums utilised from such account in paying premiums or any policy or policies of insurance or assurance on the life of that Member effected by the Trustee pursuant to Clause 19.

Part 5 - Benefits Defined

- 5.1 "Benefits of a Member" at any time will be the aggregate of the net amounts then standing to the credit of his "Employer Contribution Accounts" and "Member Contribution Accounts" in the books of the Fund at the time and the value of that time of the benefits secured by any policy or policies of insurance or assurance on the life of that Member effected by the Trustee pursuant to Clause 19.
- 5.2. "Members Own Benefit" at any time will be the aggregate of the net amount standing to the credit of a Member's Member Contribution Accounts in the books of the Fund at that time and in the case of any policy or policies of insurance or assurance effected by the Trustee pursuant to Clause 19 on the life of that Member, the fraction of the surrender value of such policy secured by premiums paid in whole or in part from the Member Contribution Accounts of that Member.
- 5.3 "Benefit from Employer" at any time in respect of a Member will be the aggregate of the net amount standing to the credit of the Employer Contribution Accounts in the books of the Fund at that time in respect of that Member and in the case of any policy or policies of insurance or assurance effected by the Trustee pursuant to Clause 19

on the life of that Member, the fraction of the surrender value of such policy secured by premiums paid in whole or in part from the Employer Contribution Accounts in respect of that Member.

Part c - Valuation of General Fund and Allocation of Profit & Loss

6.1 The Trustee shall ascertain the value of the General Fund as at the 30th day of June in each year and also whenever in their opinion it is necessary and desirable to do so.

6.2 In ascertaining such value the Trustee shall :

- (i) take the aggregate market value of the investments comprised in the General Fund and all cash whether capital or income in the hands of the Trustee and all moneys recoverable by the Trustee less :
 - (a) any sums owing on any account or any charges or expenses accrued or unpaid, and
 - (b) the estimated costs and expenses (including brokerage and stamp duty) of realising the investments and converting the General Fund into money at that date.
- (ii) make such provision as in its absolute discretion the Trustee deems prudent for taxation of the Fund or its income or against future losses in respect of any investment of which the market value cannot in its opinion be fairly or accurately assessed or for such other purpose as it considers desirable, and
- (iii) the net result shall be the value of the General Fund at the time of valuation.

6.3 Each time that the Trustee ascertains the value of the General Fund it shall also ascertain the total of the net amounts standing to the credit of all Employer Contribution Accounts and Member Contribution Accounts as at the time at which the value of the General Fund is ascertained.

6.4 If the value of the General Fund as determined at any time exceeds the total of the net amounts referred to in paragraph 6.3.

that excess shall forthwith be credited by the Trustee to and amongst the Employer Contribution Accounts and the Member Contribution Accounts in the respective proportions which the net amounts standing to the credit of those Accounts at the time which the value of the General Fund is determined bears to the total at that time of the net amounts referred to in paragraph 6.3 of this clause. Fractions may be disregarded or dealt with as the Trustee sees fit.

6.5 If the value of the General Fund as determined at any time is less than the total of the net amounts referred to in paragraph 6.3 of this clause at that time, then the amount of the difference shall forthwith be debited by the Trustee to and amongst the Employer Contribution Accounts and the Member Contribution Accounts in the respective proportions which the net amounts standing to the credit of those Accounts at the time at which the value of the General Fund is determined bears to the total at that time of the net amounts referred to in paragraph 6.3 of this clause. Fractions may be disregarded or dealt with as the Trustee sees fit.

Part 7 - Normal Retiring Age

The normal retiring age shall be sixty (60) years for females and sixty-five (65) for males.

Part 8 - Benefit on Normal Retirement or Death

8.1 Subject to Clause 11 the Benefit of a Member will be paid in full at the following times and in the following manner :

- (a) to the member if he reaches the normal retiring age while in the employment of the Employer and thereupon retires from the service of the Employer or if he retires from the service of the Employer in consequence of the Employer agreeing to a request by an employee to be allowed to retire from the service of the Employer - upon his retirement.
- (b) to the Member if he reaches the normal retiring age while in the employment of the Employer but does not then retire from the service of the Employer - upon his retirement (and pending retirement, contributions shall be made on

behalf of that member who shall continue to participate pursuant to Part 6 hereof).

- (c) in the absolute discretion of the Trustee to such of the dependants of the Member or to the legal personal representative of the Member and in such share of shares as the Trustee shall determine - if he dies either before reaching the normal retiring age, or after that age and before retirement and before payment has been made under paragraph (b) of this clause - as soon as possible after his death;
- (d) To the Member if he retires from the service of his Employer before reaching the normal retiring age by reason of ill health or mental or physical incapacity established to the satisfaction of the Trustees - upon his retirement;
- (e) to the Member, if his employment is terminated by the Employer by way of retrenchment - upon his leaving the Employer's employ;

PROVIDED that the Trustee may in its absolute discretion with the consent of the Member instead of surrendering any policy of insurance or assurance effected by them pursuant to Clause 19 on the life of that Member because such policy has not yet reached its maturity date either -

- (i) convert such policy into a fully paid policy at that date and transfer such policy to the Member, or
- (ii) transfer such policy to that Member.

Part 9 - Benefit on Dismissal

9.1 If a Member is dismissed from the employment of the Employer by reason of conduct which in the opinion of the Employer constitutes dishonesty or gross and wilful misconduct, then the only benefit payable to such member shall, subject to Clause 11, be the value at the time of dismissal of that Member's Own Benefit

PROVIDED THAT the Trustee may in his absolute discretion with the consent of the Member instead of surrendering any policy of insurance or assurance effected by them pursuant to Clause 19 on the life of that Member because such policy has not yet reached its maturity date, either -

- (a) convert such policy into a fully paid policy at that date and transfer such policy to the Member in consideration of the Member paying to the Trustee a sum equal to the fraction of the paid up value secured by premiums paid in whole or in part from the Employer Contribution Accounts in respect of the Member, or
- (b) transfer such policy to the Member in consideration of the Member paying to the Trustee a sum equal to that fraction of the surrender value of such policy secured by premiums paid in whole or in part from the Employer Contribution Accounts in respect of the Member, or
- (c) if it is possible to do, arrange for the issue to the Member of a fully paid policy in such amount as the premiums paid from the Member Contribution Accounts of the Member shall secure but he shall forfeit all right title and interest which he may have in the Fund.

Part 10 - Benefit on Resignation

10.1 If a Member being an employee

- (a) leaves the employment of the Employer, or
- (b) ceases to be employed by the Employer before the normal retiring age otherwise than in the circumstances mentioned in paragraphs (a), (d), or (e) of Clause 8.1. or in Clause 9, and such member is thereupon employed by another of the Employers, such Member shall continue to be a Member of the Fund and no benefit shall be payable out of the Fund to such Member by reason of his leaving the employment of his former Employer or by reason of the termination of his previous employment unless the new Employer makes no contributions to the Fund in respect of such Member and the Member requests that the benefit to which he is entitled in accordance with Clause 10.2. be paid to him.

10.2. Subject to Clause 10.1., the benefit of a Member will be paid in full if before a Member, being an employee, reaches the normal retiring age -

- (a) he leaves the employment of the Employer, or
- (b) his employment is terminated otherwise than in the circumstances mentioned in paragraphs (a), (d), and (e) of Clause 8.1. or in Clause 9, and (subject to Clause 11.1 shall be paid to him (or his executors or administrators as the case may be) at the date on which he ceases to be employed by the Employer or upon his death during that period or at such later date as the Trustee determines.

PROVIDED ALWAYS that the Trustee in its absolute discretion instead of paying the value of the benefit under this Clause to him or to his executors or administrators may retain it and hold the moneys representing it upon trust to pay or apply the same from time to time for the maintenance and support or otherwise for benefit of the Member or such one or more of his dependants as the Trustee thinks fit PROVIDED FURTHER that the Trustee in its absolute discretion with consent of the Member instead of surrendering any policy of insurance or assurance affected by them pursuant to Clause 19 on the life of that Member because such policy has not yet reached its maturity date may either :

- (i) convert such policy into a fully paid policy at that date and transfer such policy to the Member in consideration of the Member paying to the Trustee a sum equal to the fraction of the paid up values secured by premiums in whole or in part from the Employer Contribution Account in respect of the Member, or
- (ii) transfer such policy to the Member in consideration of the Member paying to the Trustee a sum equal to that fraction of the surrender value of such policy secured by premiums paid in whole or in part from Employer Contribution Account in respect of such Member, or
- (iii) if it is possible to do, arrange for the issue to the Member of a fully paid policy in such amount as the premium paid from the Member Contribution Account of the Member shall secure.

Part 11 - Benefits Charged with Payments Due to Employer

11.1 Notwithstanding anything herein contained to the contrary the benefit of a Member shall be charged with the payment to the Employer of :

- (a) all amounts owing by him to the Employer;
- (b) any loss incurred by the Employer in consequence of his fraud, dishonesty or misconduct;
- (c) the costs of all proceedings civil or criminal incurred by the Employer in recovering any amount owing by him to the Employer or in respect of his fraud, dishonesty or misconduct.

A statement in writing signed by the Employer or by two Directors (if a Company) or by the Employer or by two partners (if a firm) of the Employer stating the amount charged and requesting that the same be paid to the Employer shall be sufficient authority to the Trustee to pay such amount to the Employer.

Part 12 - Application of Benefits on Bankruptcy, Insanity, etc.

- 12.1. If a person being a Member or former Member -
- (a) becomes bankrupt, or
 - (b) is declared an insane or incapable person, or
 - (c) does or attempts to do or suffers any act or thing or if any event happens whereby if any benefit were payable to him absolutely he would be deprived of the right to receive it or any part of it or it would be disposed of or dealt with otherwise than in accordance with this Deed, or
 - (d) if he is suffering from any physical or mental disability which in the opinion of the Trustee renders him unable to manage his own affairs or to continue in his employment for a continuous period exceeding six months he shall cease to be presently or presumptively entitled to his benefit.

12.2 In such event the Trustee shall pay to such one or more of the dependants of the Member as it may in its absolute discretion determine the value of the Member's Own Benefit and in its absolute discretion may apply the benefit of the Member then remaining in the

hands of the Trustee or under its control for the maintenance and support of such person or such one or more of his dependants as the Trustee in its absolute discretion may determine, provided however that such application by the Trustee shall be made only for the purpose of and in such circumstances as warrant the relief of hardship being suffered by such person or his dependant or dependants as aforesaid. The payment or application of any moneys pursuant to this clause shall be a complete discharge to the Trustee therefor.

Part 13 - Allocation of Forfeited Benefits

13.1 The amount of any credit balance in the Fund by reason of the operation of Clause 9 shall be treated as contributions to the Fund by the Employer, and shall be allocated between the Members employed by the Employer for the time being :

- (a) In the case of the amount of any credit balance, pro rata according to the total contribution by the Employer in respect of such member as shown in the Employer Contribution Accounts, and
- (b) If in relation to the Employer there are no members in the Fund, the allocation shall be made amongst all other Members of the Fund and shall be treated as contributions by the Employer of such Members.

Part 14 - Transfer of Benefits to New Fund

14.1 The moneys and assets comprising any benefit payable to a Member of former Member on his leaving the Fund or upon the Fund being dissolved (hereinafter called an "outgoing Member") may with the approval of the outgoing Member concerned be paid or transferred to another superannuation or provident fund or scheme empowered to accept the transfer of such moneys and assets provided that while the outgoing Member remains an employee of an Employer who has contributed to the Fund for the benefit of such outgoing Member, such transfer may be made only to a superannuation or provident fund or scheme which has been accepted by the Commissioner of Taxation for the purpose of Section 23F of Section 79 of the Income Tax Assessment Act 1936. The receipt of the Trustee of that fund or scheme shall be a

complete discharge to the Trustee in respect of all liability to the outgoing Member and persons claiming in respect of his interest.

Part 15 - Administration of Fund

15.1. The Fund shall be administered by the Trustee and by such other person or persons as shall for the time being be appointed as Trustees by the Principal Employer.

15.2. The Trustee (through its Directors being a company) may meet for the despatch of business adjourn and otherwise regulate its meetings as they think fit.

15.3. The Trustee shall keep -

- (a) minutes of its resolutions and proceedings in a book provided for that purpose.
- (b) a register of members showing their full names and addresses and particulars of the benefits to which they are respectively entitled.
- (c) a Contribution Account for each Member as provided by Clause 4.1., and
- (d) such accounts of the moneys received and disbursed by them as may be necessary.

15.4. Once in each year a qualified Accountant appointed by the Principal Employer shall report on the affairs of the Fund and such report shall be produced to the Principal Employer and made available for the inspection of the Members in such manner as the Trustee may determine. Upon completion of such report, the Trustee shall notify each member of

- (a) the net amounts standing to the credit of the Contribution Account in respect of that Member;
- (b) the benefits secured by any policy of insurance or assurance on the life of that Member effected by the Trustees pursuant to Clause 19.

as at the date of such report.

Part 16 - Vacation of Office by Trustees

16.1 The office of a Trustee shall become vacant if he :

- (a) resigns his office by notice in writing to the Principal Employer and to the Co-Trustee (if any).

(b) becomes bankrupt (or being a company is placed in liquidation) or makes an assignment to or composition with his creditors.

(c) is removed from office by the Principal Employer.

16.2. If a Trustee vacates office a new Trustee shall be appointed by the Principal Employer.

16.3 The Number of Trustees at any time shall not be less than two except that a Company may act as sole Trustee.

Part 17 - Trustees' Discretion and Indemnity

17.1. The Trustee in the exercise of the authorities powers and discretions hereby vested in it shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of the powers authorities or discretions from time to time and at any time or may refrain from exercising all or any of such authorities powers or discretions from time to time or at All and its decision as to the final interpretation and effect of this Deed shall be final.

17.2. Wherever provided in this Deed the exercise by a Trustee being a Company of any discretion vested in it shall be deemed to be duly made upon the passing of a resolution by the Board of Directors of that Company approving of the exercise of that discretion and whether made before or after the happening of the event or the performance of the act in respect to which such discretion is exercised.

17.3. Where there is more than one Trustee the Trustees shall act only by a unanimous vote but in the event of disagreement the Trustees shall be bound to take and abide by and act upon the opinion of Counsel of not less than ten (10) years standing.

17.4. A Trustee shall not be liable for -

- (a) any losses except losses arising from its own wilful default.
- (b) the acts or defaults of his co-trustee or co-trustees or of the Employer.
- (c) any act or acts done bona fide in conformity with the decisions of the Trustee hereunder, or
- (d) the neglect or default of any solicitor banker accountant or other agent employed in good faith by the Trustee.

17.5 The Trustee (and each of them if more than one) shall be indemnified against all liabilities incurred by it in the execution of its duties hereunder and shall have a lien on the Fund for such indemnity. The costs, charges and expenses incurred by the Trustee in and incidental to the administration and winding up of the Fund or otherwise in relation thereto to the extent to which it is not paid by the Employer shall be paid out of the Fund.

Part 18 - Investment

18.1 So much of the moneys forming part of the Fund from time to time as shall not be required immediately for the payment of Benefits or other amounts authorised by the Deed, shall be invested as soon as practicable by and under the control and in the names of the Trustees or any two or more of them or in the name of any corporate body appointed pursuant to the Deed in any of the following investments:

- (i) any investment for the time being authorised by the laws of the Commonwealth of Australia or any State or Territory thereof for the investments of trust funds;
- (ii) any mortgage of or charge on freehold or leasehold lands situated in Australia or elsewhere even though the mortgage or charge shall not rank as a first charge on the land;
- (iii) on deposit with the Principal Employer, any associated Employer, any Building Society or any other company or person with or without security and at the rate of interest and upon terms which the Trustees may deem expedient;
- (iv) the purchase or acquisition in any way of shares and stock (of any class or description) and of all or any type of bonds, mortgages or debentures in or of the Principal Employer, associated Employer, any Building Society or any company incorporated in any part of the world and whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up and of any notes, options or other like securities issued by any of those companies or societies and whether secured or unsecured, registered or unregistered;
- (v) any mortgages of or charge on any personal property;

- (vi) any policy or assurance or annuity contract whether by proposal, purchase or otherwise, and any choses in action, interests for life or any lesser terms or in reversion and howsoever arising;
- (vii) on loan to any Member at any effective interest rate or not less than five (5) per centum per annum and on such other terms as the Trustees may determine for the specific purpose secured by a first or second mortgage;
- (viii) the purchase or acquisition of any real or personal property and the improvement or extension thereof;
- (ix) the purchase or acquisition of any interests either jointly or in partnership or in any unit of interest;
- (x) discounting of loans, mortgages, contracts, hire purchase agreements, or leases;
- (xi) any other investments which the Trustees could make if acting personally and not as Trustees.

18.2 The Trustees may underwrite or sub-underwrite the issue of any investments authorised by the Deed.

18.3 The Trustees shall have power as they see fit to sell any investments and to vary and transpose any investments into others authorised by the Deed.

Part 19 - Insurance

19.1 The Trustee shall have power from time to time to effect or take an assignment of one (1) or more term or other policies of insurance or assurance upon the life of any Member to secure payment upon death of that Member or the happening of any other contingency in respect of that Member of such amount or amounts as the Trustee in its absolute discretion thinks fit and to continue or renew all or any of such policies for such periods or period as the Trustee thinks fit.

19.2 Each policy shall be issued in the name of the assigned to the Trustee and shall be held by the Trustee upon and subject to the provisions of these presents and the Trustee may enforce surrender sell or otherwise deal with each such policy and no person or company dealing with the Trustee should be concerned to enquire whether any such dealing is authorised or to see to the application of the proceeds:

Part 20 - Bank Accounts and Cheques:

20.1 The Trustees may open and operate on such bank, accounts as they think desirable and all cheques and other negotiable or transferable instruments and all receipts for moneys paid to the Fund shall be signed drawn accepted endorsed or otherwise executed as the case may be in such manner as the Trustee from time to time by resolution shall determine.

Part 21 - Admission of Associated Employers

21.1. The Trustee, as directed by the Principal Employer, shall admit any associated Employer provided that the associated Employer executes in writing in the form required by the Trustees, Covenants to observe and to act in accordance with the provisions of the Deed.

21.2 The Trustees, after obtaining the advice of the Actuary, by agreement with the associated Employer may take over the assets and assume the liabilities of any existing superannuation arrangement conducted by the associated Employer for the benefit of the employees and their dependants with the intent of preserving the existing rights and interests of any existing Members and beneficiaries of that superannuation arrangement or providing them with benefits which are equal in value to the reserves held therein on their behalf (as determined by the Trustees, after obtaining the advice of the Actuary, and in this regard may:

- (i) exchange the said rights and interests for any Benefits which the Trustee shall determine; or
- (ii) incorporate in the Deed the rules of the said superannuation arrangement transferred, with or without amendments.

21.3 In the event of their taking over the assets and assuming the liabilities of an existing superannuation arrangement the Trustees after obtaining advice of the Actuary, shall determine the value of the said assets and liabilities thereof and the amount or rate of Contributions to be made by the associated Employer and by its Employees.

Part 22 - Withdrawal of Associated Employers

22.1 If in the opinion of the Principal Employer by reason of

liquidation or for any other reason an associated Employer shall cease to be associated with the Principal Employer then unless the provisions of Clause 30.1 apply, the Fund shall operate or be determined in manner following so far as regards Members (hereinafter called "Outgoing Members") then in the service of the Associated Employer (hereinafter called "the Withdrawing Associated Employer") and not transferred to the service of another of the Employers PROVIDED THAT with the consent of the Trustee the Withdrawing Associated Employer may postpone the application of the following provisions for such period not exceeding six (6) months from the date of such cesser as the Trustee and the Withdrawing Associated Employer may agree and in such case the Withdrawing Associated Employer shall be deemed meanwhile to have remained an Employer.

22.2 Before such association of the Withdrawing Associated Employer with the Principal Employer shall have ceased the Withdrawing Associated Employer shall give to the Trustee notice of such cessation of such association as from such date as shall be agreed with the Trustee and in default of agreement with the Withdrawing Associated Employer shall unless the Trustees otherwise agree be deemed to have given a notice effective as from the date upon which such association in the opinion of the Principal Employer ceased.

22.3 The moneys and assets comprising the benefit of each Outgoing Member shall be held and applied at the discretion of the Trustee in one or more of the following ways or partly in one way and partly in another that is to say:

- (a) in accordance with the provisions relating to the dissolution of the Fund as though such assets constituted the Fund; or
- (b) with the approval of the Outgoing Member be transferred to another superannuation or provident fund or scheme empowered to accept the transfer of such assets provided that while the Outgoing Member remains an employee of the Withdrawing Associated Employer such transfer may be only to a superannuation or provident fund or scheme which has been accepted by the Commissioner of Taxation for the purpose of Section 23F or Section 79 of the Income Tax

Assessment Act, 1936, and the receipt of the Trustee thereof shall be a complete discharge to the Trustee in respect of all liability to the Outgoing Member and persons claiming in respect of his interest under the Fund.

- (c) with the approval of the Withdrawing Associated Employer and the Principal Employer be held and applied by the Trustee or other Trustees as hereinafter provided as a Fund closed to new entrants and further contributions and otherwise upon the same trusts as are set forth in these presents provided that in relation to the operation of such closed Fund the Withdrawing Associated Employer shall be the Principal Employer and the Members thereof shall be such of the Outgoing members whose interest for the time being is held under such closed Fund and separate Trustees may from time to time be appointed of the assets held under the closed Fund and on such appointment being made the Trustee hereof shall cease to have obligations in relation to the assets of such closed Fund or to the Outgoing Members or persons claiming under them.

PROVIDED ALWAYS THAT no benefit shall be paid to an Outgoing Member while he continues in the service of the Withdrawing Associated Employer who has contributed to the Fund for the benefit of such Outgoing Member.

Part 23 - Trustees Appointed Member's Attorney

23.1. Each Member hereby irrevocably appoints the Trustee (and each of them if more than one) his attorney and (attorneys) to execute sign and do all such deed instrument and things as the Trustee may consider necessary or desirable in order to carry out and give effect to this deed or the powers vested in the Trustee hereunder.

Part 24 - Employer's Rights Not Restricted:

24.1. Nothing herein contained shall in any way restrict the rights of the Employer to determine the employment of a Member (or

remove from office any Director who is a Member) at any time and the fact that he is a Member is not to be taken as a guarantee of his employment, or continuance in office.

- 24.2. (a) The benefits to which a Member might claim to be entitled hereunder shall not be used as a ground for increasing damages in any action brought by such Member against the Employer in respect of his dismissal.
- (b) Nothing herein shall affect the right of a Member or his legal personal representative or other person to claim damages or compensation at Common Law or under Workers' Compensation Acts or any other Statute in force governing compensation to a Member injured or dying from any accident arising out of his employment with the Employer and the amount payable hereunder shall not be reduced by reason of any payment that may be made in respect of such damages or compensation.

Part 25 - Rights to Benefits and Interest in Fund

- 25.1. Except as provided in these presents a Member shall have no right to or interest in his benefit.
- 25.2. Except as provided by Clause 11.1. in no circumstances shall the Employer be entitled to any money or other assets of the Fund.

Part 26 - Copy of Trust Deed Available for Inspection

- 26.1 A copy of the Trust Deed shall be kept by the Employer at its head office and shall be open to inspection by any Member at all reasonable times.

Part 27 - Alterations to Trust Deed

- 27.1. The Trustee may with the consent of the Principal Employer and after obtaining the advice of the Actuary, amend the Deed where the principal purpose of the amendment is to enable :
- (a) the income of the Fund and/or benefits to Members of Beneficiaries :

- (i) to be exempted from income tax or a greater proportion thereof to be exempted from income tax or other tax or duty, or
- (ii) to be assessable with income tax or other tax or duty, at a lower rate, than could reasonably be expected if the amendment were not made; or
- (b) the Contributions by Employers and/or Members :
 - (i) to be allowable deductions for income tax purposes or other tax or duty, or a greater proportion to be allowable deductions, or
 - (ii) to be assessable with income tax or other tax or duty, at a lower rate, than could be reasonably expected if the amendment were not made, or
- (c) exemption from the liability of the Fund, Members and Beneficiaries to pay stamp duty to be obtained or a greater reduction than could reasonably be expected if the amendment were not made; or
- (d) exemption from the liability of the Fund, Members and Beneficiaries to probate, estate and other duties to be obtained in consequence of the death of a Member or former Member, or a greater reduction than could reasonably be expected if the amendment were not made.

27. The Trustee may from time to time with the consent of the Principal Employer, alter or modify the Deed provided that no amendment pursuant to this Clause shall :

- (a) vary the main purpose of the Deed namely to provide a benefit for a person on his ceasing to be a Member and for his Widow and Children on his death;
- (b) authorise the making of any payment to an Employer out of the Fund except as provided in the Deed;
- (c) take effect without the approval of all Members and Beneficiaries who are affected by the amendment unless :

- (i) the Actuary certified in writing that the amendment does not diminish the value of the interest in the Fund of any Member or Beneficiary accrued to the date of the amendment; or
- (ii) the Actuary certifies in writing that to the extent to which the value of the interest of any Member or Beneficiary in the Fund is diminished a benefit substantially equivalent in value is provided for by statute or otherwise; or
- (iii) the Actuary certified in writing, first, that by the amendment each Employer will become committed to provide increased Contributions or other payments for larger Benefits, second, that to the extent that there is any diminution in the value of the interest of any member, or Beneficiary in the Fund in relation to Benefits payable subject to certain specified circumstances, the larger Benefits that will become payable subject to other specified circumstances at least offset in value any such diminution, and third, that he approves of the amendment.

Part 28 - Restraint against Alienation and Loans to Members

28.1 Except that as otherwise provided a Member shall not be entitled to mortgage or charge his interest, if any, in the Fund, and if a Member shall attempt to mortgage or charge his interest or benefit the Member shall cease to be presently or presumptively entitled to his benefit.

28.2. In any such event the Trustees may in their absolute discretion apply the value of his benefit then remaining in their hands or under their control for the maintenance and support of such person or such one or more of his dependants as the Trustees may in their absolute discretion determine provided however that such application by the Trustee shall be made only for the purposes of

and in such circumstances as warrant the relief of hardship being suffered by such person or his dependant or dependants as aforesaid. The payment of application of any moneys pursuant to this Clause shall be a complete discharge to the Trustee therefor.

28.3. Notwithstanding anything hereinbefore contained, the Trustee may make such loan or advance to any Member on such terms and conditions as the Trustee thinks fit if either

- (a) the Member gives to the Trustee such security for the loan or advance by way of mortgage over real or personal property (other than such Member's interest in the Fund) as the Trustee shall deem adequate, or
- (b) the Trustee is satisfied that the Member is in financial difficulties, has not been able to obtain a loan or advance from any normal lending body and would suffer hardship if the loan or advance were not made,

PROVIDED that the amount of any loan or advance to a Member shall not exceed the value of the Member's Own Benefit of such Member at the date of such loan or advance.

28.4 On receipt of a written request from a Member, the Trustee at its discretion may apply the Member's Own Benefit as collateral additional or further security to assist or enable such Member to obtain a loan, secured by mortgage over real property from a reputable financial institution towards purchasing or erecting a home for himself and his dependants or towards purchasing land and erecting a home. For this purpose the Trustee may give a legal or equitable mortgage or charge which shall contain all usual and proper provisions and shall be free from the trusts hereof over such policies and assets comprising the Member's Own Benefit of the Member so that if the proceeds of realisation of the assets so mortgaged or charged come into the hands of the mortgagee or charges pursuant to any such mortgage or charge such proceeds shall be applied firstly towards satisfaction of all liability of the Member under such Mortgage or charge and the balance, if any, shall be paid by the mortgagee or charges to the Trustee to be held in accordance with this Deed.

Part 29 - Limitation on Entry of New Members

29.1 Notwithstanding anything herein contained to the contrary the Principal Employer may at any time by notice in writing to the Trustee restrict or confine the benefits of the Fund to the Employees who are Members at the date of such notice or any subsequent date.

Part 30 - New Employer

30.1. If -

- (a) the Employer is dissolved or being a Company is wound up and a company person or firm shall agree to undertake the obligation of such Employer in respect of the Fund, or
- (b) another company person or firm acquires all or a substantial part of the undertaking and assets of the employer and becomes bound to perform the obligations of the Employer in respect of the Fund,

then the Employer shall upon the happening of that event be released from all obligations in respect of the Fund and the Trust Deed shall thereafter have effect as if such other company person or firm had been a party to the trust deed instead of the then Employer.

Part 31 - Notices

31.1. Notices may be given to the Trustee to Members and former Members either personally or by sending the same by pre-paid letter posted to their address last known to the Trustee or their address last known to the Employer.

Part 32 - Dissolution

32.1. If the Principal Employer shall cease to carry on business and to employ persons contributing to the Fund, and subject to Clause 30 the Fund shall be dissolved as from the date on which such business ceased.

32.2. On the dissolution of the Fund the Trustees shall pay to each Member as a retiring allowance the value of his benefit and such payment shall be in full settlement of any claims which he has or might have against the Trustee.

32.3. The value of the benefits of a Member for the purpose of this Clause shall be determined in accordance with the provisions of

43.
this Deed as if the such member retired from employment at the date of dissolution.

32.4. On the dissolution of the Fund the Trustee shall be reimbursed its expenses of administering and dissolving the Fund, to the extent to which it is not paid by the Employer out of the assets of the Fund.

32.5. The Trustee may do all things necessary for giving effect to this Clause. Notwithstanding anything else contained in this Part 32., benefits will not be paid to a Member until his actual retirement from the service of his Employer.

Part 33 - Crystallisation of the Fund

33.1 The Principal Employer may at any time decide that no further contributions shall be made by any of the Employers and no new Members shall be admitted and thereupon the Fund shall crystallise and the Trustee shall continue to administer the Fund in accordance with the provisions of this Deed. The Principal Employer may at any time after the Fund has crystallised determine that the Fund be dissolved and the Fund shall thereupon be dissolved as herein provided.

Part 34 - Excess Benefits

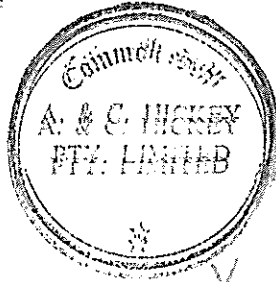
34.1. If at any time the benefits provided from the Fund for the benefit of a Member or his dependants are in the opinion of the Trustee after consultation with the Commissioner of Taxation excessive for the purposes of Section 23F of the Income Tax Assessment Act 1936-70 or any amendments or re-enactments thereof or if at any time such benefits when aggregated with benefits provided in respect of such Member from any other superannuation fund or funds to which Section 23F aforesaid applied are in the opinion of the Trustee after consultation with the Commissioner of Taxation excessive for the purposes of Section 23F aforesaid, the Trustee shall transfer the excess benefit to the credit of the Member in a separate superannuation or trust fund of which the Trustee shall be the Trustee.

Part 35 - Excessive Contributions

35.1. The Trustee shall have power in his discretion, after considering the requirements of Section 23F (2) (h) aforesaid and consulting with the Commissioner of Taxation decline to accept any further contribution for the benefit of any particular Member of

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals on the day and year first hereinbefore written.

THE COMMON SEAL of
A & C Hickey Pty Limited
was hereunto affixed by
Order of the Board of
Directors in the presence of:



Secretary

[Handwritten signature]

Director

[Handwritten signature]

SIGNED by the said
Andrew James Phillip Hickey
in the presence of:

[Handwritten signature]

[Handwritten signature]

SIGNED by the said
Camille Mary Hickey
in the presence of:

[Handwritten signature]

[Handwritten signature]