

THIS DEED made the 19th day of September One thousand nine hundred and seventy seven BETWEEN the withinnamed RONALD TAPP PTY. LTD. (hereinafter called the Company) of the one part and the withinnamed RONALD WILLIAM TAPP and VALERIE JOY TAPP (hereinafter called the Trustees) of the other part WHEREAS the Trustees have with the consent of the Company determined to alter repeal and add to certain of the provisions contained in the within Superannuation Deed. NOW THIS DEED WITNESSETH and the Trustees HEREBY DECLARE that the provisions contained in the within Superannuation Deed shall be and the same are hereafter altered as follows:-

1. Clause 4 (b) of the within Deed shall be altered by deleting therefrom the proviso contained in lines 4 to 8 inclusive thereof and by substituting the following therefore:

"PROVIDED HOWEVER that the Trustees may refuse to accept or may refund the whole or part of any payment received pursuant to the provisions of Clause 4(a) & 4(b) which would result in the benefits of the Fund becoming excessive under Section 23F (2) (h) and (i) of the Income Tax Assessment Act 1936 (as amended) AND PROVIDED FURTHER that the Trustees may reduce the benefits payable to a member in order to comply with the provisions of Section 23F (2) (h) of the Income Tax Assessment Act 1936 (as amended)."

2. By deleting clauses 8 and 9 and substituting the following:-

8. VOLUNTARY RESIGNATION, DISMISSAL, ETC.

- (a) In the event of the member either voluntarily resigning or at any time being dismissed from service of the Employers by reason of his fraud dishonesty or serious misconduct or being dismissed from such service or his service being terminated by the Employers for any reasons whatsoever within the first fifteen (15) years of his employment before attainment of the retiring age, he shall cease to be a member and the Trustee may deal with the total amount at credit of the member as it may at its discretion determine and may at its discretion pay the whole or any part thereof to the member but any amount not paid to the member shall be credited to the Fund PROVIDED ALWAYS that should the service with any of the Employers be terminated otherwise than by reason of fraud dishonesty or serious misconduct after the first fifteen (15) years of service, the Trustee shall pay to the member for his own use and benefit absolutely either as a capital sum or in such manner as the Trustee may think fit, the moneys at credit of the account of the member in the Fund.

Notwithstanding anything to the contrary hereinbefore contained in this clause the Trustee shall pay to the member an amount equal to the total of the sum of such member's contribution standing to his account and shown on such account separately as the member's contribution.

(b) CREDITS TO THE FUND

The total of the amounts credited to the Fund in accordance with the preceding clause hereof or any part thereof less any proper deductions, may from time to time at the discretion of the Trustee, be divided amongst the members in proportion to the amount standing to their respective accounts and credited to such accounts.

(c) DEBTS TO THE EMPLOYERS AND DEATH DUTIES & OTHER TAXES

Notwithstanding anything to the contrary in this Deed contained or implied, no benefit shall be payable to any member or to any dependant of a member or to the legal personal representative of a member until all moneys owing by that member or dependant to the Employers (including the cost of any prosecution or civil proceedings in respect of the recovery or attempted recovery thereof, and including any loss or damage suffered by the Employers in respect of any misconduct, misappropriation or fraud alleged to have been committed by that Member) have been paid or secured to the satisfaction of the Trustee.

9.(a) ATTAINMENT OF RETIREMENT AGE

- (i) On retirement from the service of the Employer otherwise than as set forth in Clause 8 hereof, and notwithstanding that at the time of such retirement the member shall not have attained the retiring age as hereinbefore provided, the Trustee shall pay to the member for his own use and benefit absolutely in such manner as the Trustee may think fit, the moneys standing to the credit of the member in the Fund;
- (ii) A member of the Fund may continue payment of contributions to the Fund after he has attained the retirement age;
- (iii) The Employers may at their absolute discretion determine whether or not to continue payment of the their contribution in respect of any member after he has attained the retirement age;
- (iv) In the event of the death of a member occurring after his attainment of the retiring age and before payment to him of the whole of the amount standing to his credit

in the Fund, the balance of all moneys then remaining shall be paid by the Trustee to his dependants or to such one or more of them to the exclusion of the other or others by way of a lump sum or such form of annuity or pension as the Trustee at its discretion may determine and if in the opinion of the Trustee there are no dependants, then to such member's personal representative and if there be no personal representative, then all such moneys shall be paid to the credit of the Fund and dealt with in accordance with Clause 8 hereof.

(b) DEATH OF A MEMBER

If a member dies whilst a member of the Fund, the Trustee on receiving such proof of death and identity as it may require shall pay by way of a lump sum or of such form of annuity or pension as the Trustee in its discretion may determine, all moneys standing to the credit of the deceased member to such member's dependants or to such one or more of them to the exclusion of the other or others as the Trustee may likewise determine, and if in the opinion of the Trustee there are no dependants, then to such member's personal representative and if there be no personal representative then all such moneys shall be paid to the credit of the Fund and dealt with in accordance with Clauses 8 thereof.

(c) BENEFITS INALIENABLE

The benefits of the Fund are not assignable and a members's benefits and his right to participate in the benefits shall be forfeited immediately upon the bankruptcy of the member entitled thereto, or upon the execution of an assignment for the benefit of his creditors, or upon any attempt to assign mortgage charge or otherwise encumber or alienate such benefits or any part thereof PROVIDED THAT any benefits so forfeited may at the discretion of the Trustee be paid or applied for the benefit of such member or of his spouse, child or other dependant or such one or more of them to the exclusion of the other or others, and in such shares and proportions and in such manner as the Trustee at its discretion may determine PROVIDED FURTHER THAT while the member remains in the employment of the Employers no such payment as aforesaid shall be made except to relieve hardship by providing for the maintenance and support of all or any of the aforesaid persons. For the purpose of this clause, a member includes a member who has attained the retiring age but who has not been paid in full his benefits from the Fund.

Forfeited benefits or any part thereof not applied as aforesaid shall be credited to the Fund and shall be applied by the Trustee for such one or more of the following purposes as the Trustee in its absolute discretion may determine:

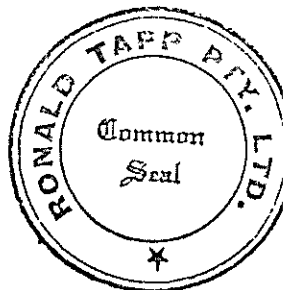
- (a) to provide the benefits which other members of their dependants have rights to receive from the Fund;
- (b) to provide supplementary benefits for retired members on a basis that is reasonable having regard to the circumstances;
- (c) to provide additional benefits for other members or their dependants who have rights to receive benefits from the Fund on a basis that is reasonable having regard to the circumstances;
- (d) to provide welfare benefits to assist other members in cases of financial hardship, sickness, accident or other misfortune;
- (e) for such other purposes as the Trustee may determine, subject to Section 23F(2) (f) of the Act.

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

THE COMMON SEAL OF RONALD TAPP PTY. LTD.

was hereunto affixed pursuant to a resolution of the board of directors in presence of the Secretary and one director who signatures are set opposite hereto

[Handwritten signatures]



SIGNED SEALED AND DELIVERED by the said
RONALD WILLIAM TAPP in the presence

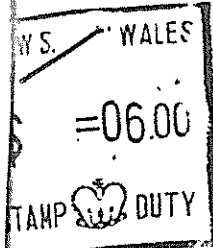
of: *[Signature]*

Trustee *[Signature]*

SIGNED SEALED AND DELIVERED by the said
VALERIE JOY TAPP in the presence

of: *[Signature]*

Trustee *[Signature]*



THIS DEED made the 7th day of JUNE One thousand nine hundred and seventy seven.

BETWEEN

RONALD TAPP PTY. LTD.

of 13 Rachael Avenue, ADAMSTOWN HEIGHTS

(hereinafter referred to as the "Employer") of the one part

AND

RONALD WILLIAM TAPP and VALERIE JOY TAPP of 13 Rachael Avenue, ADAMSTOWN HEIGHTS

(hereinafter referred to as the "Trustees" which expression shall include the Trustee or Trustees for the time being of these presents) of the other part.

WHEREAS

- A. It is intended by the Employer to set up a Superannuation Fund established and maintained solely for the purposes of providing superannuation benefits for the employees of the Employer in the event of their retirement.
- B. The Trustees have been nominated by the Employer and have agreed to act as Trustees of the Fund hereinafter defined.

NOW THIS DEED WITNESSETH:

DEFINITIONS

1. In these presents unless excluded by the subject or context:
 - a. "Employer" means RONALD TAPP PTY. LTD.
 - b. "Trustees" means the present Trustees or other the Trustee or Trustees for the time being hereof.
 - c. "Fund" means the moneys paid to the credit of the Trustees by the Employer or any other person and accepted by the Trustees to be held as part of the Fund pursuant to this Deed and the investments for the time being representing the same.
 - d. "Register" means the Register of Members of the Fund.
 - e. "Members" means such employees of the Employer present and/or future who are resident in the Commonwealth of Australia as for the time being are entered in the Register of Members of the Fund.
 - f. "Dependant" means any person who in the opinion of the Trustees is or has been dependant upon a Member for his maintenance or support either wholly or partially.

g. "Retirement" as applied to a Member shall mean:-

- (i) In the case of a male retirement from the Employer's service at the age of sixty-five years or in the case of a female at the age of sixty years or such other age as the Employer shall from time to time determine.
- (ii) Actual retirement at a later stage if the member continues in the service of the Employer after attaining the age abovementioned.
- (iii) Compulsory retirement due to ill health or accident before attaining the age abovementioned provided evidence shall be furnished to the satisfaction of the Trustees of incapacity to continue in the service of the Employer.
- (iv) Voluntary retirement before attaining the age abovementioned either with or without the approval of the Employer.
- (v) Dismissal from service with the Employer because of retrenchment in staff.
- (vi) This Deed shall be governed by the law of the State of New South Wales.

NAME AND COMMENCEMENT OF FUND

- 2. The Fund shall be vested in the Trustees and shall be named "RONALD TAPP PTY. LTD. EXECUTIVE RETIREMENT PLAN".
- 3. The operations of the Fund shall commence on the day of One thousand nine hundred and

CONTRIBUTIONS TO THE FUND

- 4. a. The Employer may make such contributions to the Fund from time to time as in his discretion he thinks fit and any such contribution shall be allocated by the Trustees to the credit of such Members and be such amount as the Employer in writing directs and to the total or partial exclusion of any one or more Members.
- b. Any Member for the time being of the Fund may make such voluntary contributions thereto as he shall think fit and such contributions shall be placed to his credit in the books of the Fund.

PROVIDED HOWEVER that the Trustees may refuse to accept or may

refund the whole or part of any such payment which would result in the benefits of the Fund becoming excessive under Section 23F (2) (h) and (i) of the Income Tax Assessment Act 1936 as amended.

5. The Employer shall have no beneficial interest in and shall exercise no control over the moneys comprised from time to time in the Fund provided that this clause shall not in any way affect the Employer's right of nominating Trustees as hereinafter provided.

MEMBERSHIP

6. All male employees who have been employed by the Employer for a period exceeding one (1) year and all female employees who have been employed by the Employer for a period exceeding two (2) years who shall be or shall have been recommended by the Employer for membership of the Fund shall be entitled to become members of this Fund and subject to the provisions thereof. Each such employee on applying for membership of the said Fund shall agree and undertake with the Trustees to be bound by all the provisions of this Deed as from time to time amended modified or varied in accordance with the provisions hereinafter contained.

BENEFITS

7. In the event of any Member making any voluntary contribution or contributions to the Fund pursuant to sub-clause (b) of Clause 4 hereof all such contributions by such Member shall be allocated to the credit of such Member but shall form a separate fund within the Fund (in accordance with and as set out in the provisos to Clause 4 (b) hereof) and the following provisions of this Clause shall apply to and have effect with regard to such separate Fund, namely:
 - a. The provisions of Clauses 11, 12, 13, 14 and 15 hereof shall not have any application to such separate fund.
 - b. The Trustees shall pay the amount standing to the credit of such member in such separate fund:
 - (i) If he retires voluntarily from the service of the Employer either with or without the approval of the Employer or if he is no longer an employee of the Employer for any reason whatever - to such Member in a lump sum.

- (ii) If he shall die whilst in the employ of the Employer the Trustees shall pay to or apply for the benefit of the widow children and/or dependants of the deceased Member in such proportions and manner and to the total or partial exclusion of any one or more thereof as the Trustees may in their absolute discretion think fit a sum (either in a lump sum or monthly instalments) equivalent to the amount standing to the credit of such Member in such separate fund.
- c. If such Member shall become bankrupt or insolvent or of unsound mind whilst in the service of the Employer the Trustees may if (acting upon such evidence of the happenings of any such event as it in their absolute discretion thinks fit to accept) it is of the opinion that they should do so out of the amount then standing to the credit of such Member in such separate fund pay to the Member his wife child or dependants of such persons as the Trustees thinks fit and to the total or partial exclusion of any one or more of them such sums for their maintenance and support as the Trustees deem necessary to relieve hardship.
8. Subject to the provisions of this Deed upon retirement of a Member the Trustees shall in their discretion apply the moneys standing to his credit in the Fund by a lump sum payment to the Member of the amount then standing to his credit in the Fund.

CANCELLATION OF MEMBERSHIP

9. In the event of termination of a Member's employment by reason of death then if there shall be a widow or child or dependant of the deceased Member then living the Trustees shall pay to or apply for the benefit of the widow children and/or dependants of the deceased Member in such proportions and manner and to the total or partial exclusion of any one or more thereof as the Trustees may in their absolute discretion think fit such sum either by lump sum or monthly instalments equivalent to the amount which a deceased Member would have been entitled to receive from the Fund had he retired as at the date of his death and thereupon been entitled to benefit from the Fund.

TRUSTEES

10. The Trustees shall be the only Trustees of the Fund and this Deed shall be read and construed accordingly AND it is in particular HEREBY AGREED AND DECLARED

- (i) That while the Trustees are the only Trustees, all duties powers and discretions hereunder to be performed or exercisable by the Trustees shall be capable of being performed and exercised by any Trustee solely.
- (ii) Such Trustees may be appointed or removed or their appointment revoked in such manner as any other Trustees under the provisions of this Deed or the general law.

POWER OF TRUSTEES

11. In addition to all other powers authorities and discretions vested in it by this Deed or by law the Trustees are empowered in their sole and uncontrolled discretion:
- a. To accumulate any income of the Fund not from time to time required for any purpose authorised by this Deed.
- b. To invest the Fund in any one or more of the following modes with liberty from time to time to vary and transpose the same:
- (i) in any form of investment authorised by law for the investment of trust funds;
- (ii) in shares, stocks or debentures of any company quoted on any Stock Exchange in the Commonwealth of Australia;
- (iii) upon first mortgage over freehold in any part of the Commonwealth of Australia;
- (iv) notwithstanding the above such investments of whatsoever nature as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing as an absolute beneficial owner.
- c. To appoint and remove any auditor of the Fund.
- d. For all or any of the purposes of this Deed to borrow such moneys and on such terms and with or without giving security over investments of the Fund as it shall deem fit.
- e. To sell investments of the Fund at such a price and upon such terms either at auction or by private treaty and either for cash or upon credit and with or without security as it shall

deem fit.

- f. To pay out of the Fund all legal costs charges and expenses of its establishment and administration including accountancy and audit fees and other outgoings properly payable in respect of the Fund including out of pocket expenses incurred by any Trustees but not including remuneration for the Trustees' services.
- g. To advance to any Member any sum upon such terms and conditions as they think fit PROVIDED the total of such advance to any Member shall be limited in amount to the sum of the Member's contribution to the Fund and any income and capital accretion standing to the credit of the Member's account and secured to the satisfaction of the Trustees over real or personal property.

DEED IRREVOCABLE

- 12. The provisions of this Deed are binding upon all Members their legal representatives and dependants and save as herein provided no Member his legal representative or dependant shall have any claim upon the Fund. Contributions to the Fund shall be deemed irrevocable and shall remain vested in the Trustees until paid or applied in pursuance of this Deed PROVIDED HOWEVER that nothing herein contained shall prevent the Trustees at the request and with the approval of the Employer amending varying or modifying the within Deed in such manner as the Trustees and the Employer may from time to time in their absolute discretion think fit AND PROVIDED FURTHER that no such amendment shall:
 - a. Affect any payment already accrued to a Member
 - b. Take effect until the expiration of fourteen (14) days of notice in writing to each Member of the Fund of such amendment as aforesaid.
 - c. Operate to deprive any Member of any right to receive upon his retirement moneys credited to him as at the date of such amendment in the books of the Fund which he would have been entitled to receive or to have paid to him other than for such amendment.
- 13. This Fund shall continue until the death of the last surviving Member hereof or of his dependants whichever shall be the later.
- 14. Where any moneys are carried in the books of the Fund to the credit of the account or accounts of one or more Members of the Fund and are represented in part or in whole by cash and/or investments specifically

allocated to such Member or Members in the books of the Fund such cash and/or investments shall be treated as a separate fund within the Fund and such one or more Members shall alone participate in the rise or fall in the value of such cash and/or investments and in the income therefrom.

TRUSTEES' INDEMNITY

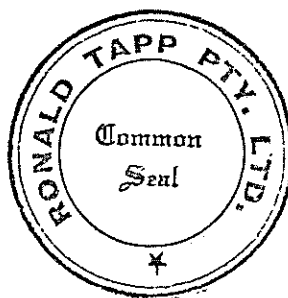
15. No Trustees purporting to act in the execution of the trusts powers and discretions vested in the Trustees by this Deed shall be liable for any loss not attributable to their own dishonesty or wilful neglect or to the wilful commission or omission by it of any act known to it to be a breach of trust and in particular they shall not be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by such co-trustee. The Trustees incurring any liability in respect of the Fund shall be entitled to be indemnified out of the Fund against any pecuniary loss suffered by them.

LIABILITY OF THE EMPLOYER

16. The Employer shall not incur any liability hereunder except as a contributor and shall not under any circumstances be liable for any loss incurred in the conduct of the Fund or in relation thereto or for any act or thing done or omitted to be done by the Trustees.
17. Nothing herein contained shall be deemed to restrict the right of the Employer to dismiss or otherwise determine the employment of any Member of the Fund in his absolute discretion.
18. The Employer may at any time in its absolute discretion give to the Trustees notice in writing that it intends to discontinue further contribution to the Fund in which event the Trustees shall as soon as they are practicable thereafter wind up the Fund and subject to payment of all costs and expenses of such winding up and to the making of provision for accrued benefits the Trustees will then distribute the Fund between the Members entered in the books as at the commencement of the winding up in the proportion of the amount available as credited to them respectively at the date of commencement of such winding up PROVIDED HOWEVER that no Member shall thereby be entitled to payment of any such benefit until such Member shall cease to be employed by the Employer.

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

THE COMMON SEAL OF RONALD TAPP
PTY. LTD. was hereunto
duly affixed in the presence of:-



R. Tapp
M. Tapp

SIGNED SEALED AND DELIVERED by
the said RONALD WILLIAM TAPP
in the presence of:-

R. Tapp

N. M. Booker

SIGNED SEALED AND DELIVERED by
the said VALERIE JOY TAPP
in the presence of:-

M. Tapp

N. M. Booker