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NEW SOUTH WALES
\$784.00

This Deed made the 29th day of June 1982 Between Mangrove Mountain Fruits Pty. Ltd. of the one part (herein called the Employer) and Brittens Distributors Pty. Ltd. of the other part (herein called the Trustee) Whereas:-

1. The Employer commenced trading on 1st July 1980.
2. The Employer desires to establish a superannuation fund to provide individual personal benefits and retiring allowances for such of its employees as become members and their dependants in the event of their deaths.
3. Certain employees of the Employer have been invited to become initial members of the Fund.
4. Those employees who have agreed to become members of the Fund have signed the Schedule hereto.
5. It is intended that from time to time other employees of the Employer will be invited to become members hereof and may agree to do so by signing the Schedule, or a Deed supplementary to this Deed.
6. Prior to 30th June 1981 the Employer made initial payments to the Trustee for the purpose of providing superannuation benefits in respect of Timothy Jordan Britten, Winifred Ellen Harrison, Allan David Harrison, Peter Clements Holdsworth, and Lynette Gertrude Holdsworth (herein called the initial members).
7. Such payments constituted a new superannuation trust fund held by the Trustee by implication on the terms mutatis mutandis contained in a superannuation trust deed dated 10th June 1977 as amended by a supplemental deed dated 24th November 1977 made between Mangrove Mountain Fruit Juices Pty. Ltd. (the original employer of the initial members) and Brittens Distributors Pty. Ltd.
8. The Employer and the Trustee wish to document the terms on which the payments made to the Trustee prior

to 30th June 1981 and any future payments are and will be held.

Now this Deed witnesses

1. In this Deed words importing the singular shall include the plural and vice versa; words importing the masculine shall include all genders and the following words shall have the following meanings:-

"Year" shall mean that portion of the year from the date hereof until the 30th day of June next thereafter and otherwise each year from the 1st day of July to the 30th day of June the following year and on the termination of the Superannuation Scheme the broken period from the 1st day of July to the date of such termination.

The "Act" means the Income Tax Assessment Act 1936 (as amended) and any amendments thereof and any Act replacing the same.

"Person" includes a Company.

"Trustee" means the person or persons for the time being and from time to time the Trustee hereof.

"Dependant" means the Wife, Husband, Widow, Widower or Children of a member and any other person who at the relevant date is wholly or partially dependent on the member.

"Normal Retirement Date" means the Member's sixtieth (60th) birthday or such later date as the Member and the Trustee may agree upon in any particular case.

"Benefit" in relation to any member means the amount for the time standing to the credit of such Member in his Benefit Account.

"Fund" means and includes all monies and investments from time to time held by or on account of the Trustee pursuant to this Deed.

2. There shall be a Superannuation Fund the assets of which shall be vested in and administered by the Trustee and it is hereby declared that:-

- (a) The Fund shall continue indefinitely so long as there are Members who are employed by the Employer;
- (b) The Fund shall only provide benefits for Members on their retirement or in such other circumstances as may be approved by the Commissioner of Taxation;
- (c) The Fund shall only provide benefits for dependants of Members in the event of the death of a Member;
- (d) The Trustee shall not accept contributions as an addition to the Fund from anyone other than the employer;
- (e) The rights of Members and their dependants to receive benefits from the Fund are secured and such rights are defined in the manner set out in this Deed.

3. Each year the Employer may contribute to the Fund such monies as it thinks fit in respect of each Member of the Fund, but in any one year such contributions to the Fund when added to any contributions made in that year by the Employer to any other Superannuation Fund in respect of such member shall not exceed the maximum Employers annual contribution for the time being allowed by the Commissioner of Taxation in respect of that Member.

4. Any contributions made by the Employer within the limits prescribed by the previous clause shall be accepted by the Trustee as part of the Fund and shall be appropriated by the Trustee in accordance with this Deed.

5. The Trustee shall open a benefit account in its books in respect of each Member. All contributions paid by the Employer to the Fund in respect of a member up to the limits hereinbefore defined shall be credited by the Trustee to that Member's benefit account. Any contributions made by the Employer to the Fund without direction as to the application thereof shall be divided between the benefit accounts of the Members in proportion to the amounts standing to the credit of their benefit accounts at the beginning of the year in which the contribution was made.
6. The net income of the Fund each year, after payment of all proper costs, charges and expenses payable out of income, shall be credited to the benefit accounts of the Members who are Members at the end of that year in proportion to the amounts standing to the credit of their benefit accounts at the beginning of that year.
7. All monies forming part of the Fund which are available for investment shall be invested by the Trustee as soon as practicable pursuant to this Deed. The Trustee may invest such monies in any one or more of the following modes of investment:-
 - (a) In any investment for the time being authorised by the Laws of the Commonwealth or any State thereof for the investment of Trust Funds.
 - (b) In any mortgage or charge on freehold land situated anywhere in the Commonwealth notwithstanding that the amount of the loan may exceed 80% of the value of such land and that no report is obtained upon the value thereof and that such mortgage or charge shall not rank as a first charge.

- (c) On deposit with or loan to any company, corporation or society including a Building Society incorporated in the State of New South Wales at such rate of interest and upon such terms as the Trustee may deem expedient and notwithstanding that such deposit may not be in any way secured.
 - (d) On the purchase or acquisition of or subscription for the shares, stock, debentures or debenture stock of any public or private company incorporated in the Commonwealth or in any Territory of the Commonwealth notwithstanding that any shares acquired or subscribed for may be under disabilities as to voting dividends or otherwise, and notwithstanding that any Trustee or any Member or officer of the Trustee may be a Member or officer of such company or otherwise interested therein.
 - (e) In any syndicate or partnership arrangement or trust arrangement for the investment of funds.
 - (f) In the purchase of real estate in any State or Territory of the Commonwealth of Australia.
8. Nothing in the preceding clause, or in this Deed shall authorise the Trustee to lend money to any Member.
 9. The Trustee may alone or jointly with another or others build, reconstruct, alter, enlarge or demolish any improvements on land forming part of the Trust Fund.
 10. The Trustee may manage and deal with the property forming the Trust Fund as if the Trustee was the beneficial owner thereof.
 11. The Trustee in its discretion may borrow for the proper purposes of the Trust Fund, and either without security or upon the security of the whole or any part of the Trust Fund and otherwise at such rate of interest and on such terms as the Trustee thinks fit and no lender to the Trustee shall be concerned to know or to enquire

as to the purposes of the borrowing or the necessity therefor. The Trustee may renew alter or vary any mortgage which may exist on any part of the Trust Fund upon such terms and conditions as the Trustee may think fit.

12. The Trustee may act as Director, Manager or Secretary or hold any other office in relation to any company without being liable to account for any remuneration received by him.
13. The receipt in writing of the Trustee or duly appointed Banker or Agent of the Trustee for all monies or securities paid or transferred to him shall effectively discharge any person, company or other authority, Statutory or otherwise paying or transferring the same and no such person, company or authority shall be concerned to see to the application thereof or be in any way accountable for the non application thereof.
14. The Trustee may compromise, compound submit to arbitration or otherwise settle any debt, account, claim or thing whatsoever relating to the Fund or the trusts hereby created including releasing the payment in whole or in part of any interest monies or principal monies remaining unpaid to the Trustee.
15. The Trustee shall not be liable for or answerable or accountable for any loss not attributable to his own personal dishonesty or to the wilful commission by him of any act known by him to be in breach of trust.
16. The Employer may at any time and from time to time by Deed remove any Trustee and by Deed may appoint a new Trustee, or an additional Trustee to act jointly with any continuing Trustee.
17. The Trustee, or any one of two or more joint Trustees may at any time resign such Trusteeship by giving not

less than 6 months prior written notice to the Employer to that effect, and the Trustee giving such notice shall be deemed to have vacated his office at the expiration of the period of such notice. The employer shall appoint a new Trustee to succeed any retiring Trustee so that the Trusteeship hereof shall never be vacant.

18. The Trustee shall be entitled to pay or reimburse itself out of the capital and income of the Fund for all costs, charges and expenses properly payable in respect of the administration of the Fund, and in addition the Trustee with the consent of the Employer shall be entitled to pay or retain for its own benefit as remuneration for its services a commission not exceeding 5% per annum out of the investment income of the Fund.
19. Notwithstanding any other provisions of this Deed the Trustee shall have the power to limit the benefits and contributions in respect of each Member to such extent as will ensure that:-
 - (a) The benefits being provided under the Fund in respect of the Member and
 - (b) Those benefits together with any other benefits being provided in respect of the Member under any other Superannuation or similar plan or fund are not in the opinion of the Trustee greater than the benefits which are approved from time to time by the Commissioner of Taxation under Section 23F of the Act.
20. Nothing in this Deed shall restrict the right of the Employer to dismiss any employee or be used to increase damages in any action brought against the employer in respect of the employee's dismissal.

21. Invitation to employees to become Members of the Fund shall be made only by the Employer.
22. Should the Fund suffer any losses of income or capital such losses shall be borne and distributed among the Members' benefit accounts in the manner in which income is distributed among such accounts. Accretions to capital or capital gain shall be credited by the Trustee to the Members' benefit accounts as if the same were income.
23. The Employer may from time to time alter, vary or add to the trusts and provisions of this Deed and any such alteration, variation or addition shall be embodied in a supplementary Deed executed by the Employer and the Trustee Provided however that no such alteration, variation or addition shall reduce or otherwise prejudice any right of a member or his dependants which shall have accrued prior to such alteration, variation or addition, nor shall any such alteration, variation or addition reduce the amount then standing to the credit of any Member's benefit account.
24. A Member shall cease to be a Member upon his death or upon his retirement, resignation or dismissal from employment with the Employer. In the event of the Employer reinstating any dismissed Member in its employment, the Trustee may with the approval of the Employer restore that employee to membership of the Fund, and in such event that Member's benefit account shall be credited with the sum standing to the credit of that account prior to the Member's dismissal less any part thereof properly paid or applied in the meantime by the Trustee pursuant to this Deed.

25. On the death of a Member while employed by the Employer the Trustee with the consent of the Employer shall pay or apply the benefit of such deceased Member to or among such one or more of the dependants of that Member to the exclusion of the other or others of them or to his legal personal representatives and in such shares and proportions as the Trustee shall think fit. Should there be no surviving dependants the whole of such benefit shall be paid or transferred to the deceased Member's legal personal representatives.
26. Subject to this Deed, a Member shall be paid his benefit in the Fund upon retiring from the employment of the company on or after reaching the normal retiring age, or upon being compelled to retire before reaching that age because of mental or physical incapacity, or permanent ill health or upon his dismissal by the Employer otherwise than for misconduct warranting such dismissal.
27. In the event of a member becoming bankrupt or insolvent, or taking advantage of the provisions of the Bankruptcy Act for the relief of debtors, or being declared by a competent Court to be an insane or incapable person or doing or suffering any other act or thing whereby his benefit under the Fund or any part thereof may become vested in or payable to some other person the members benefit shall be forfeited, and the Trustee in its discretion and with the consent of the Employer in order to relieve hardship may pay or apply the whole or such part of the benefit as it thinks fit to or for the maintenance and support of the member and any one or more of his dependants to the exclusion of the other or others of them and any unapplied portion of the benefit, or in its discretion and with the like consent

the whole of such benefit may be treated as income of the Fund and subject to the Act and the approval of the Commissioner if that is required the same shall be applied by the Trustee accordingly.

28. In the event of a member voluntarily leaving the service of the Employer before reaching the normal retiring age (except in the case of retirement because of mental or physical incapacity or permanent ill health) or in the event of a member being dismissed by the Employer for misconduct warranting such dismissal, the member's benefit shall be forfeited and the Trustee in its discretion and with the consent of the Employer may pay or apply the whole or such part of the benefit as it thinks fit in reimbursing the Employer for any loss or damage caused by such member to the Employer or in paying any debt owed by the member to the Employer, and subject thereto the Trustee may with the like consent apply the benefit or such part thereof as the Trustee thinks fit to or for the benefit of the member or in the event of his subsequent death for the benefit of any one or more of his dependants to the exclusion of the other or others of them and any unapplied portion of the benefit or in its discretion and with the like consent the whole of such benefit may be treated as income of the Fund and subject to the Act and the approval of the Commissioner if that is required the same shall be applied by the Trustee accordingly.
29. If it becomes necessary to determine the amount of a Member's benefit otherwise than at the beginning or end of a year the Trustee shall only be bound to include in such benefit such income (if any) as shall have actually been received by or credited to the Trustee since the beginning of that year.

30. And by way of variation to the terms which by implication governed the superannuation fund established by the initial payments made by the Employer to the Trustee in June 1981 and in exercise of the power of variation originally imported by implication but now embodied in clause 25 hereof it is hereby agreed and declared that the powers of investment conferred upon the Trustee by clause 7 are extended by adding the following additional paragraph as paragraph (g) to such clause:-

"(g) In the acquisition and maintenance in force of any policy of life assurance upon the life of any member whether such policy be a whole of life, endowment or term policy with or without additional benefits payable in the event of the accidental permanent disablement of such member; provided always that the premiums payable by the Trustee for the acquisition and maintenance in force of any such policy upon the life of any member shall be debited to the benefit account of that member, and any such policy and in the event of death or total disablement as defined in the policy all monies received thereunder shall be credited to that member's benefit account."

THE SCHEDULE

Timothy Jordan Britten

T. Britten

Winifred Ellen Harrison

Allan David Harrison

A. D. Harrison

Peter Clements Holdsworth

Lynette Gertrude Holdsworth

In witness whereof this Deed has been executed on the date hereof.

The Common Seal of Mangrove Mountain Fruits Pty. Ltd. was hereunto affixed by the authority of a resolution of the Directors in the presence of



P. Holdsworth

Director

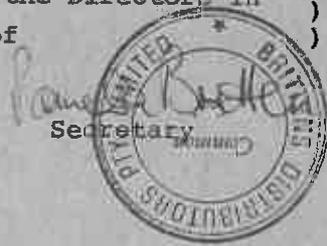
A. D. Harrison

Director

P. Holdsworth

Secretary

The Common Seal of Brittens Distributors Pty. Ltd. was hereunto affixed by the authority of a resolution of the Directors in the presence of



P. Holdsworth

Director

T. Britten

Director

Pamela Britten

Secretary