



TRUST DEED
ESTABLISHING
THE TCA
SHARE PLAN
TRUST

Date

Trust Company Limited
ACN 004 027 749

TCA Share Plans Pty Limited
ACN 093 694 136

S/144425.09

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Parties

Trust Company of Australia Limited

ACN 004 027 749

(Company)

TCA Share Plans Pty Limited

ACN 093 694 136

(TCA Share Plans)

Background

- A. The Company wishes to establish the Trust to acquire, hold and deliver Shares.
- B. TCA Share Plans has agreed to act as the Trustee and to administer the Trust in accordance with the terms and conditions of this deed.
- C. The Company has paid to the Trustee an amount of \$10 to establish the Fund.

Provisions

The interpretation provisions of this document (including definitions) are in schedule 1. The schedules and any annexures form part of this document.

1 Trust

1.1 Name of Trust

The Trust is called the TCA Share Plan Trust.

1.2 Appointment of Trustee

The Company appoints TCA Share Plans as the Trustee and TCA Share Plans agrees to be the Trustee.

1.3 Settlement of Trust

The Company has paid to the Trustee the Initial Sum to establish the Fund.

1.4 Declaration of Trust

The Trustee declares that the Fund is held by the Trustee for and on behalf of the Beneficiaries on the terms and conditions of this deed.

Subject to clause 8.4, the Company and each entity the Company controls is prohibited from benefiting under this deed and this prohibition is not capable of amendment under any power of amendment contained in this deed or otherwise. For this purpose, control of an entity will be determined in accordance with section 259E of the Corporations Act 2001.

1.5 Duration of Trust

The Trust commences on the Commencement Date and terminates on expiration of the Fund Period unless determined earlier in accordance with clause 8.

1.6 Anticipated activities

Without limiting any other provision of this deed, it is intended that the activities of the Trustee will include:

- a) receiving funds and holding those funds on trust on the terms and conditions of this deed;
- b) allocating Shares and Options to Participants on behalf of the Board in accordance with the Rules;
- c) acquiring Shares on the terms and conditions of this deed;
- d) holding Shares on the terms and conditions of this deed;
- e) delivering Shares (together with any rights accruing in respect of the Shares) in accordance with the terms and conditions of this deed;
- f) administering any Plan in a manner agreed with the Company; and
- g) any ancillary activities related to a) to f).

2 Acquisition

2.1 Notification

The Company may from time to time notify the Trustee of the number of Shares that must be:

- a) acquired by the Trustee under clause 2.2;
- b) acquired by the Trustee under clause 2.2 and allocated by the Trustee to a Participant under clause 2.3; or
- c) if the Trustee already holds Shares that are not allocated to a Participant under clause 2.3, allocated by the Trustee to a Participant under clause 2.3,

in order to satisfy certain obligations of the Company in respect of Shares or Options that have been or are to be allocated to Participants under a Plan.

2.2 Acquisition

As soon as reasonably practicable after:

- a) notification by the Company under clause 2.1(a) or clause 2.1(b); and
- b) if necessary, the provision of sufficient additional funds in accordance with clause 5, the Trustee must apply the Fund to acquire (by purchase or subscription) the number of Shares specified in the notice that must be acquired.

2.3 Allocation

Subject to clause 2.2, as soon as reasonably practicable after notification by the Company under clause 2.1(b) or clause 2.1(c), the Trustee must allocate to each Participant specified in the notice the number of Shares held by the Trustee that must be allocated to the Participant (as specified in the notice).

2.4 Identification

The Trustee must ensure that:

- a) where a Share is allocated to a Participant under clause 2.3, the Share is identified in the books of account of the Trust as being held by the Trustee for the Participant; and
- b) where a Share is not allocated to a Participant under clause 2.3, the Share is identified in the books of account of the Trust as being held by the Trustee for the general purposes of the Trust.

The Trustee must not exercise any voting rights attaching to any Shares that are not allocated to a Participant under clause 2.3.

3 Delivery

3.1 Notification

The Company may from time to time notify the Trustee of the number of Shares allocated to a Participant under clause 2.3 that must be either:

- a) delivered to the Participant; or
- b) disposed of and the proceeds of the disposal distributed to the Participant, after deduction of associated costs,

in order to satisfy certain obligations of the Company in respect of Shares or Options that have been allocated to the Participant under a Plan.

3.2 Delivery

Subject to clause 4.5, as soon as reasonably practicable after:

- a) notification by the Company under clause 3.1; and
 - b) payment by the Company of any associated costs not deducted under clause 3.2(d),
- the Trustee must either:
- c) deliver to the Participant specified in the notice the number of Shares specified in the notice (together with all rights accruing in respect of the Shares, if any); or
 - d) dispose of the number of Shares specified in the notice (together with all rights in respect of the Shares, if any) and distribute the proceeds of the disposal to the Participant specified in the notice, after deduction of associated costs.

4 Rights and entitlements

4.1 Restrictions on disposal

The Trustee may only Dispose of Shares in accordance with the terms and conditions of this deed and any restrictions under the Rules applying to the Shares. The Company has no right to direct the Trustee to Dispose of Shares (or any rights in respect of Shares) to the Company or to any Associated Body Corporate of the Company.

4.2 Rights generally

Subject to the terms and conditions of this deed, a Participant is absolutely entitled to all Shares allocated to the Participant under clause 2.3. Subject to the terms and conditions of this deed, each Participant to whom Shares have been allocated under clause 2.3 is entitled to the same rights in respect of the Shares (apart from any right to Dispose of the Shares that is limited by applicable Disposal Restrictions) as if he or she were the legal owner of the Shares, including the right to:

- a) direct the Trustee how the voting rights attaching to the Shares will be exercised, either generally or in any particular case; and
- b) receive the Income deriving from the Shares, including dividends declared by the Company in respect of the Shares.

A Participant has no entitlement to any Shares, or any Income deriving from any Shares, held by the Trustee, unless the Shares have been allocated to the Participant under clause 2.3.

4.3 Dividend reinvestment plans

The Trustee may make any arrangements it considers appropriate to facilitate the participation of any Shares held by the Trustee in any dividend reinvestment plan (or similar plan) operated by the Company.

4.4 Rights issues

The Trustee must send notice to a Participant of any Rights Issue in respect of Shares allocated to the Participant under clause 2.3. On receipt of a notice from the Participant in the form (if any) prescribed by the Company the Trustee must:

- a) where the rights under the Rights Issue are renounceable, sell some or all of the rights; or
- b) where the request is accompanied by payment of an amount equal to the cost of taking up the rights under the Rights Issue, subscribe for some or all of the Shares to which the Participant is entitled.

If the Trustee does not receive a notice from the Participant, together with the appropriate payment, within 14 days after dispatch of the notice by the Trustee, the Trustee may sell the rights under the Rights Issue (if the rights are renounceable). If the Trustee sells the rights, the Trustee must promptly distribute to the Participant the proceeds of sale, after deduction of associated costs. If the Trustee subscribes, on behalf of a Participant, for a specified number of Shares, the Trustee must do all things required by it promptly to transfer legal title in those Shares to the Participant.

4.5 Voting

A copy of the notice of each general meeting of shareholders of the Company received by the Trustee must be forwarded to each Participant to whom Shares have been allocated under clause 2.3 if, before the relevant record date, the Participant has requested the Trustee to forward copies of all notices for the succeeding year. If a Participant gives the Trustee written instructions on how to vote in respect of Shares allocated to the Participant under clause 2.3 not less than 5 days prior to the relevant meeting, the Trustee must exercise the voting rights attaching to the Shares in accordance with the written instructions. If the Trustee does not receive written instructions in respect of Shares allocated to a Participant under clause 2.3 by the deadline, the Trustee must not exercise the voting rights attaching to the Shares.

4.6 Forfeiture

A Participant forfeits each Share allocated to the Participant under clause 2.3 (and all rights in respect of the Share) if a Forfeiture Condition relating to the Share is satisfied. On forfeiture, the Forfeited Share ceases to be allocated to the Participant under clause 2.3. The Trustee must hold the Forfeited Share, any rights in respect of the Forfeited Share and the proceeds of sale of the Forfeited Share on trust for the general purposes of the Trust.

4.7 Income

Where the Trustee receives any Income, including dividends declared by the Company, deriving from Shares held by the Trustee and those Shares are not allocated to a Participant under clause 2.2, the Trustee must hold that Income on trust for the general purposes of the Trust.

4.8 Unallocated Shares and rights

Subject to clause 4.9, where the Trustee holds Shares, or rights issued under any Rights Issue in respect of Shares, that are not allocated to a Participant under clause 2.3, the Trustee may:

- a) sell any of the Shares or rights on the ASX;
- b) sell any of the Shares or rights by private treaty;
- c) take up any of the rights by subscribing for Shares to which the Trustee is entitled;
or
- d) if the Company offers to buy-back any of the Shares, accept the offer,
at the price and otherwise on the terms determined by the Trustee.

4.9 Control event

On the occurrence of a Control Event, in the case of Shares held by the Trustee that are not allocated to a Participant under clause 2.3, the Trustee must accept any offer to acquire the Shares in connection with the Control Event.

4.10 Security over Shares

The Trustee must not use any Share as security, other than to secure the repayment of a loan taken out by or on behalf of a Participant.

5 Funding

The Company must provide the Trustee with or procure the provision to the Trustee of all funds that are required by the Trustee to:

- a) acquire the Shares that the Trustee is directed by the Company to acquire under clause 2;
- b) deliver the Shares that the Trustee is directed by the Company to deliver under clause 3;
- c) pay any stamp duty or other transfer taxes and any brokerage fees associated with the acquisition or delivery of Shares; and
- d) pay all costs associated with the acquisition or delivery of Shares, and with the administration of the Fund.

6 Duties and powers of Trustee

6.1 Accounts

The Trustee must:

- a) keep full and proper books and records of the Fund;
- b) cause such books and records to be audited by an Auditor appointed by the Company within 2 months after the end of the Financial Year;
- c) send to the Company a copy of the Auditor's report within 3 months after the end of the Financial Year; and
- d) cause such books and records to be made available for inspection by Participants at the registered office of the Company during normal business hours or such other times as the Board determines.

6.2 Powers of a natural person

Subject to this deed, the Trustee has all the powers in relation to the Fund it would have if it were a natural person who owned the Fund absolutely and beneficially.

6.3 Other powers

In addition to the powers outlined elsewhere in this deed, the Trustee has the following powers:

- a) any power in relation to the Fund conferred by the laws of Victoria (and may exercise that power in or outside Victoria), or by the laws of any jurisdiction in which any asset of the Fund is located, but to the extent that any provision of any law restricts the scope of any power conferred by this deed, the provision is (so far as the law permits) expressly excluded and does not apply to the Fund;
- b) to enter into and execute all contracts and deeds and documents and do all acts, matters and things necessary for the purpose of carrying out the powers and discretions conferred on the Trustee by this deed;

- c) to purchase and otherwise acquire and to sell or otherwise dispose of property, rights or privileges which the Trustee is authorised by this deed to acquire or dispose of on such terms and conditions as it thinks fit;
- d) to determine who is entitled to sign on the Trustee's behalf receipts, acceptances, endorsements, releases, contracts and documents;
- e) to open and operate bank accounts and to retain and to retain on current or deposit account at any bank such moneys as it considers proper;
- f) to open and operate brokerage accounts to enable the acquisition and delivery of Shares; and
- g) to transfer or pay to persons entitled thereto the benefits of this deed.

6.4 Extent of powers

The powers, authorities and discretions conferred on the Trustee by this deed may be exercised:

- a) in respect of any Income; and
- b) at the Trustee's discretion and, if exercised, may be exercised:
 - i) by the Trustee solely if it is the sole trustee of this Trust; or
 - ii) if there is more than one trustee of this Trust, by the majority of the trustees without the concurrence of the minority,

and, in any event, may be exercised by the trustee without the consent of any other person.

6.5 Powers to be construed broadly

In the event of any ambiguity or if any of the provisions of this clause 6 are inconsistent with any of the powers, authorities and discretions conferred on trustees by law, the powers, authorities and discretions conferred on the Trustee by this clause 6 are to prevail to the extent permitted by law.

6.6 Relief of powers

The Trustee may by instrument in writing revocably or irrevocably release or revoke any power conferred upon it by this deed, and any such revocation or release must be without prejudice to any previous payment or application of capital or Income under this deed.

6.7 No interference with powers of Trustee

No Participant is entitled to interfere with, question or challenge the exercise or non-exercise by the Trustee of any of its powers, authorities or discretions and is bound by every exercise by the Trustee of a power, authority or discretion.

6.8 Discretions

Every discretion given to the Trustee, expressly or by implication, is absolute and to the full extent permitted by law is unfettered and not subject to control or review and the Trustee is not required to provide reasons in respect of the exercise of any power, authority or discretion.

7 Removal and resignation of Trustee

7.1 Appointment and removal

The Company may:

- a) remove a trustee of the Trust by giving it written notice;
- b) subject to clause 7.4, appoint a new trustee as an additional trustee of the Trust; and
- c) subject to clause 7.4, appoint a new trustee of the trust to take the place of a trustee of the trust upon that trustee ceasing to be trustee of the trust under clause 7.3.

7.2 Retirement

A Trustee may resign or retire as trustee of this deed if and only if:

- a) at the time of resignation or retirement, there is at least one other trustee of this deed; and
- b) it gives the Company at least 14 days written notice of its intention to do so.

7.3 Cessation

A Trustee automatically ceases to be trustee of the Trust if the Trustee:

- a) receives written notice of its removal under clause 7.1(a);
- b) resigns or retires in accordance with clause 7.2;
- c) becomes subject to any form of insolvency administration;
- d) is not permitted by law to act as a trustee;
- e) ceases to be a trustee by operation of law; or
- f) being a natural person, becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health.

7.4 Restriction on appointment

The power of appointing a new trustee must not be exercised in favour of:

- a) any person who is or may at any time have been a Participant; or
- b) the Company, or an entity the Company controls.

For the purposes of clause 7.4(b), control of an entity will be determined in accordance with section 259E of the Corporations Act 2001.

7.5 Transfer to new trustee

On its cessation as a trustee of the Trust, the trustee must hand to the new and/or continuing trustee(s) all books, records, documents and other matters pertaining to the Trust and, at the expense of the Trust, do all things necessary to transfer the legal title in the assets of the Fund to the new and/or continuing trustee(s).

8 Termination of Trust

8.1 Termination by Trustee

The Company may at any time terminate the Trust.

8.2 Termination by Participants

The Participants may not terminate the Trust.

8.3 Automatic termination

The Trust will terminate on the expiration of the Fund Period.

8.4 Events on termination

On the Termination Date, the Trustee must:

- a) transfer any Shares to Participants that the Company notifies the Trustee must be transferred to those Participants;
- b) as soon as practicable, sell, call in and convert into money the investments and property constituting the Fund;
- c) pay out the debts and liabilities in relation to the Trust; and
- d) pay the proceeds of that sale, calling in and conversion, less all proper costs and all proper provisions for liability, at its discretion, to:
 - i) the Company, so long as it is lawful to do so; or
 - ii) any organisation for which tax deductible gifts or contributions may be made under division 30 of the Income Tax Assessment Act 1997 (including The Centenary Foundation),

or, in the absence of an exercise of that discretion, to The Centenary Foundation (or, if The Centenary Foundation does not exist, to any organisation for which tax deductible gifts or contributions may be made under division 30 of the Income Tax Assessment Act 1997).

8.5 No power after Termination Date

From the Termination Date onwards:

- a) no interest under this deed may vest; and
- b) no power, authority or discretion conferred by this deed is exercisable.

9 Liability and remuneration of Trustee

9.1 No remuneration

Except as agreed in writing by the Company and the Trustee, the Trustee may not levy the Fund any fees or charges for operating or administering the Trust.

9.2 Indemnity

The Trustee is indemnified out of the Fund against all loss and liability of any kind in respect of or arising out of the Trustee acting as trustee of the Trust, except for any loss or liability arising from the fraud, negligence or wilful default of, or breach of trust by, the Trustee.

9.3 Trustee not to benefit from Trust

Unless this document expressly states otherwise:

- a) the Fund must not in any circumstances be paid or transferred beneficially to, or applied for the benefit of, the Trustee or any person who at any time has been a trustee of the Trust; and
- b) no power, authority or discretion conferred by this deed must be exercised or capable of being exercised, and no provision of this deed must operate, so as to confer or be capable of conferring any direct or indirect benefit in or out of the Trust on the Trustee or any person who at any time has been a trustee of the Trust.

9.4 Relationship with Participant will not disqualify Trustee

All powers, authorities and discretions conferred upon the Trustee by this deed or by law may be exercised notwithstanding that any person being a director or shareholder of a corporate trustee:

- a) is, may have been or may become a Participant;
- b) has or may have a direct, indirect or personal interest (whether as shareholder, director member or partner of any company or partnership or otherwise) in the manner or result of exercising such power, authority or discretion; or
- c) may benefit directly or indirectly as a result of the exercise of any such power, authority or discretion and notwithstanding that the Trustee is the sole trustee of the Trust.

10 Rights and covenants of Trustee

10.1 Corporate Trustee

The Trustee, being a company, may:

- a) exercise or concur in exercising any discretion or power conferred by this deed by a resolution of its members in general meeting or by a resolution of its board of directors or governing body;
- b) delegate the right and power to one or more members of its board of directors or governing body appointed from time to time by the board of directors or governing body for that purpose; and
- c) terminate any such delegated authority by majority resolution of its directors or governing body.

10.2 Power to act despite personal interest

The Trustee may exercise or concur in exercising all powers, authorities and discretions given under this deed or by law notwithstanding that it or any person being a director or shareholder of the Trustee has or may have a direct or indirect interest in the manner or result of exercising such powers, authorities or discretions or may benefit either directly or indirectly as a result of the exercise of any such power, authority or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.

10.3 Power to act as director

A Trustee who is a natural person may become a director of any company in which any monies forming part of the Fund are from time to time invested and may receive the remuneration attached to such office without being liable to account for it.

10.4 Entry into transactions

The Trustee may enter into any transactions with any person notwithstanding that:

- a) a director of the Trustee, where the Trustee is a company; or
- b) a spouse or child of the Trustee, where the Trustee is a natural person,

may be personally interested in the transaction.

10.5 Manager

The Trustee need not act personally and may employ a manager or other person to transact any or all business required to be done or performed by the Trustee including, without limitation, the receipt and payment of money.

10.6 Trustee must not be a beneficiary

Despite other provision of this deed, the Trustee and/or any person who has been a trustee of the Fund is prohibited from being or becoming a Participant or otherwise benefiting under this deed and this clause 10.6 is not capable of amendment pursuant to any power of amendment contained in this deed or otherwise.

10.7 Trustee's covenants

The Trustee covenants that it will:

- a) act continuously as trustee under the trusts of this deed until such trusts are determined or until it has retired or been removed as trustee under this deed; and
- b) exercise all due diligence and care in carrying out its functions and duties and in safeguarding the rights and interests of the Company and the Participants.

11 Notices

The provisions of Schedule 2 (Notices) apply.

12 Timing of obligations

12.1 Business Day

If a thing falls to be done under this deed on a day which is not a Business Day, then, unless this deed expressly states otherwise, that thing:

- a) must be done by 3:00pm on the preceding Business Day if it involves a payment; and
- b) in all other cases, must be done by 5:00pm on the next Business Day.

12.2 Time of day

If a party must do something on a given day, they must do it by 5:00pm (unless this deed expressly states otherwise). If they do the thing after 5:00pm on a day, they are treated as not having done it until the next day.

13 Amendment

The Company and the Trustee may at any time by written instrument amend all or any of the provisions of this deed. Any amendment may be given such retrospective effect as is specified in the written instrument or resolution by which the amendment is made.

14 Governing law

This deed is governed by the law in force in Victoria. Each party submits to the non-exclusive jurisdiction of the courts of that place.

15 General

15.1 No right to transfer of Fund

No Participant, either alone or together with other Participants, is entitled to call for a transfer of all or part of the Fund and, unless and until any Shares are allocated to a Participant under clause 2.3, no Participant has an interest in any part of the Fund.

15.2 No agency or partnership

This deed does not create any, and there is no:

- a) relationship of principal and agent between the Trustee and the Company or the Participants; or
- b) relationship of partners between the Participants,

and any Income received by the Trustee is received by it solely as trustee and not as agent for the Company or any of the Participants.

15.3 Entire agreement

This document sets out the entire agreement between the parties in relation to its subject matter. Accordingly, any thing (such as correspondence, negotiations or representations before this document is executed or an arrangement or understanding) not reflected in this document does not bind the parties and may not be relied on by them.

15.4 Counterparts

This document may be made up of counterparts (that is, more than one copy of the document, each signed by one or more of the parties – when taken together, the copies which, between them, are signed by every party are treated as being the one document).

15.5 Waivers

A provision of this deed may only be waived in writing signed by the person who has the benefit of the provision and who is therefore to be bound by the waiver.

15.6 Exercising rights in part

If a party does not exercise a right or power or enforce a remedy fully or at a particular time, this does not prevent them from completing the exercise or enforcement later or starting to exercise or enforce it later, unless this agreement expressly states otherwise. To avoid doubt, if a party exercises a particular right or power or enforces a particular remedy, this does not prevent them from also exercising or enforcing a different one whether separately or at the same time.

15.7 Discretion in exercising rights

A party may exercise a right or power (including giving or withholding their consent), or enforce a remedy, entirely at their discretion (including by imposing conditions), unless this document expressly states otherwise. The party is not liable for loss caused by their exercising, enforcing, delaying in exercising or enforcing, attempting to exercise or enforce or not exercising or enforcing, a right, power or remedy.

15.8 Additional rights

The rights, powers and remedies of each party under this deed are additional to other rights, powers and remedies independently given by law.

15.9 Contractual obligations and rights are not affected

The obligations and rights of each party under this deed are not affected by any law that, but for this clause, would affect those obligations and rights.

15.10 Further steps

Each party must do everything reasonably necessary (including executing or producing documents, getting documents executed or produced by others and obtaining consents) to give effect to this deed (including the transactions contemplated by it).

15.11 Indemnities

Each indemnity is a continuing obligation, separate from the other obligations of the parties, and continues after this deed ends.

A party may enforce a right of indemnity at any time (including before it has incurred loss)

Schedule 1 – Interpretation

16 Definitions and interpretation

16.1 Definitions

In this document, unless the context requires otherwise:

Accounting Standard	has the same meaning as in the Corporations Act 2001, but where a matter is not covered by an accounting standard it means generally accepted accounting principles in Australia.
Associated Body Corporate	of the Company means each: <ul style="list-style-type: none"> a) related body corporate of the Company, within the meaning of section 50 of the Corporations Act 2001; b) body corporate that has voting power in the Company of not less than 20%; or c) body corporate in which the Company has voting power of not less than 20%, where “voting power” has the meaning in section 610 of the Corporations Act 2001.
Auditor	means the auditor of the Fund.
Beneficiary	means any Participant.
Board	means the board of directors of the Company or a committee appointed by the board of directors of the Company.
Business Day	means a day on which banks are open for general banking business in Melbourne, Australia, except Saturdays, Sundays and public holidays;
Commencement Date	means the date of execution of this deed.
Company	means Trust Company of Australia Limited (ACN 004 027 749).

Control	<p>of an entity means having the right:</p> <ul style="list-style-type: none"> a) to vote 50% (or more) of the votes that can be cast on the election or removal of the entity’s directors; b) to appoint or remove directors who possess 50% (or more) of the votes exercisable by all directors of the entity; or c) to 50% (or more) of the profits or distributions of the entity or of its net liquidation proceeds. <p>For this definition, if the entity does not have a board of directors, ‘director’ means a member of the entity’s governing body with a role similar to a board of directors.</p>
Control Event	<p>means any of the following:</p> <ul style="list-style-type: none"> a) an offer is made by a person for the whole of the issued ordinary share capital of the Company (or any part as is not at the time owned by the offeror or any person acting in concert with the offeror) and after announcement of the offer the offeror (being a person who did not Control the Company prior to the offer) acquires Control of the Company; b) any other event occurs which causes a change in Control of the Company; or c) any other event which the Board reasonably considers should be regarded as a Control Event.
Dispose	<p>means, in relation to a Share, sell, transfer, grant an option over, create a Third Party Right in, deal with or otherwise dispose of the Share or any interest in the Share.</p>
Disposal Restrictions	<p>means, in relation to a Share, the restrictions (if any) imposed under the Rules that must be satisfied before the Share can be Disposed of by a Participant.</p>
Eligible Employee	<p>means each permanent employee (either full time or part time) and each director of any member of the Group who is determined by the Board to be an Eligible Employee for the purposes of a Plan, or any other person who is determined by the Board to be an Eligible Employee for the purposes of a Plan.</p>
Financial Year	<p>means a financial year of the Company, or any other period determined by the Board.</p>
Forfeiture Condition	<p>means, in relation to a Share, the conditions (if any) imposed under the Rules that will result in forfeiture of the Share.</p>
Forfeited Share	<p>means a Share forfeited under clause 4.6.</p>

Fund	<p>means:</p> <ul style="list-style-type: none"> a) the Initial Sum; b) the Shares acquired by the Trustee at the direction of the Company; and c) all other money, property and investments acquired or accepted by the Trustee which becomes subject to the rights and obligations of this deed (including any accretions on the Shares acquired by the Trustee); d) all Income, and includes any part of the Fund.
Fund Period	<p>means the period beginning on the Commencement Date and ending on the first to happen of:</p> <ul style="list-style-type: none"> a) the expiry of 80 years; b) the date of an order for the winding up of the Company or of a resolution passed for the voluntary winding up of the Company (otherwise than for the purposes of, and followed by, an amalgamation or reconstruction in such circumstances that substantially the whole of the undertaking, assets and liabilities of the Company pass to a successor company which becomes the Company for the purposes of this deed); and c) such date as the Trustee declares with the Company's prior written consent to be the end of this deed (not being earlier than the date of this deed).
Group	<p>means the Company and each Associated Body Corporate of the Company.</p>
Income	<p>means income produced from the investment of the Fund and includes any accretion, gain (whether or not realised), payment or receipt determined by the Trustee to be Income.</p>
Initial Sum	<p>means the amount of \$10 referred to in recital C.</p>
Option	<p>means a right to subscribe for or acquire a Share.</p>
Participant	<p>means an Eligible Employee who has been invited to participate in a Plan for a specified period and whose offer to participate in the Plan for the specified period (constituted by completing and returning the Application Form given to the Eligible Employee by the Board) has been accepted by the Board.</p>
Plan	<p>means any equity incentive plan (including share plan or option plan) that is operated by the Company for the benefit of any of the Group's employees, officers (including directors) or contractors (including consultants).</p>

Rights Issue	means an issue of rights (not by way of pro rata bonus issue of fully paid or other securities) to acquire Shares or other securities made by the Company.
Rules	means the rules of a Plan.
Share	means a fully paid ordinary share in the capital of the Company.
Termination Date	means the date on which the Trust terminates.
The Centenary Foundation	means the charitable trust known as “The Centenary Foundation” established by a deed made 26 February 1985 and administered by Trust Company of Australia Limited for the benefit of public charitable purposes within the Commonwealth of Australia and its territories and dependencies.
Third Party Right	means: <ul style="list-style-type: none"> a) any third party interest, including a mortgage, charge, assignment by way of security, lien, pledge, hypothecation, title retention arrangement, preferential right or trust arrangement; b) any arrangement having a commercial effect equivalent to anything in a); and c) any agreement to create an interest described in a) or an arrangement described in b).
Trust	means the trust constituted by this deed.
Trustee	means the trustee of the Trust.

17 General terms

In this deed, unless the context requires otherwise:

- a) a reference to any thing (including an amount or a provision of this deed) is a reference to the whole and each part of it;
- b) the singular includes the plural, and vice versa;
- c) the word ‘person’ includes an individual, a body corporate, a firm, an unincorporated body, a society, an association and an authority;
- d) a reference to a particular person includes their legal personal representatives, administrators, successors, substitutes and permitted assigns;
- e) the word ‘costs’ includes charges, expenses and legal costs;
- f) a reference to a group of persons is a reference to any 2 or more of them taken together and to each of them individually;
- g) an agreement, representation or warranty by 2 or more persons binds both or all of them jointly and each of them individually;
- h) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of both or all of them jointly and each of them individually;

- i) a reference to a document or an agreement is to that document or agreement as amended or replaced;
- j) a reference to 'law' means statute law, common law and equitable principles;
- k) a reference to a particular law includes that law and any subordinate legislation (such as regulations) under it, in each case as amended, replaced, re-enacted or consolidated;
- l) a reference to an accounting term is to that term as it is used in Accounting Standards;
- m) a reference to 'dollars', '\$' or 'A\$' is to the lawful currency of Australia;
- n) a time means that time in Melbourne, Australia;
- o) a reference to a day or a month means a calendar day or calendar month;
- p) if a period of time starts from a given day (or event), it is calculated exclusive of that day (or the day the event occurs);
- q) the masculine includes the feminine, and vice versa; and
- r) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) are not words of limitation.

18 Headings

Headings in this document are for convenience only and do not affect its meaning.

19 Certain provisions may be excluded

If (but for this clause) a provision of this document would be illegal, void or unenforceable or contravene the law, this document is to be interpreted as if the provision was omitted.

Schedule 2 – Notices

1 Notices and serving documents

1.1 Form and delivery

Unless this deed states otherwise, each communication in connection with this deed (including a notice, consent, request, waiver or demand):

- a) must be in writing, directed for attention as shown in clause 1.3 (Address details), or as last notified by the recipient; and
- b) must be:
 - i) delivered;
 - ii) sent by prepaid mail (airmail, if posted to or from overseas);
 - iii) faxed; or
 - iv) sent by email,

to the recipient's postal or email address or fax number shown in clause 1.3 (Address details), or to the address or fax number last notified by the recipient for this purpose.

1.2 Receipt and effect

A communication given in accordance with clause 1.1 (Form and delivery):

- a) is treated as having been received:
 - i) if delivered before 5:00pm (in the place it was delivered to) on a Business Day, on that day – otherwise on the next Business Day;
 - ii) if sent by mail, on the third Business Day (in the place it was sent from) after posting (or seventh if posted to or from overseas);
 - iii) if sent by fax, on the date and time which the sending machine's transmission report indicates as the date and time the whole fax was sent. (However, if the report indicates the transmission was made on a day that is not a Business Day in the place it was sent to, or was not completed before 5:00pm in that place, then the communication is treated as having been received at 9:00am on the next Business Day in that place.);
 - iv) if sent by email, on the date and time at which it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system). (However, if the report indicates the email was received on a day that is not a Business Day in the place of the recipient's postal address, or was not received before 5:00pm in that place, then the communication is treated as having been received at 9:00am on the next Business Day in that place.); and
- b) takes effect from the time it is received (or treated as received) unless a later time is specified in it.

1.3 Address details

Company

Address: 151 Rathdowne Street
Carlton South VIC 3053

Fax no: (03) 9639 0286

Email: jdinan@trustco.com.au

Attention: Mr John Dinan

Trustee

Address: Level 3, 60 Carrington Street
Sydney NSW 2000

Fax no: (02) 8235 8208

Email: geoff.price@computershare.com.au

Attention: Mr Geoff Price

1.4 Serving documents for proceedings

Any document in connection with legal proceedings (including administrative law proceedings) may be served on a party by being delivered to that party's address last notified for service of notices under clause 1.1 (Form and delivery). This does not prevent any other method of service permitted by law.