

**Promina Group Limited Senior
Management Performance
Share Plan
Trust Deed**

MERCER

Human Resource Consulting

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THIS DEED is made on the day of 2003

BETWEEN

PARTIES

SUNCORP INSURANCE SERVICES LIMITED ABN 79 000 746 092 of Level 18, 36 Wickham Terrace, Brisbane, Queensland 4000. **AND**

CPU SHARE PLANS PTY LIMITED ACN 081 600 875 of Level 4, 60 Carrington Street, SYDNEY NSW 2000 ("**Initial Trustee**")

AND

GEOFF PRICE c/o Level 3, 60 Carrington Street, SYDNEY NSW 2000 ("**Settlor**")

RECITALS

- A. Suncorp Insurance Services Limited established an executive share plan known as the **Promina Group Limited Senior Management Performance Share Plan** to reward executives (including directors) for the achievement of the Company's objectives. On 13 October 2003 Suncorp Insurance Services Limited established this trust for the purpose of subscribing for, purchasing, or otherwise acquiring and holding shares for the benefit of executives and directors under the Plan.
- B. The Trustee agreed to act as the trustee of the trust and agreed to hold shares in relation to the Plan on the terms and conditions set out in this deed.
- C. On or about 7 January 2011, Suncorp Group Limited ("**Company**") became the parent entity of the Group. This deed was amended from the time when the Company became the parent entity of the Group pursuant to a deed of amendment executed between the Company, Suncorp Insurance Services Limited and the Trustee, so that the Company assumed the rights and obligations of Suncorp Insurance Services Limited in respect of this deed.

This deed witnesses

that in consideration of, amongst other things, the mutual promises contained in this deed, the parties agree:

OPERATIVE PART

1. Definitions and Interpretation

1.1 Definitions

The following words have these meanings in this deed unless the contrary intention appears:

- "Beneficiary"** means an Australian resident Participant Beneficiary, an Australian resident Participant or any other person determined by the Board or the Trustee to be a beneficiary of the Trust.
- "Participant Forfeited Shares"** Shares in which the rights or interests have lapsed under clause 10.
- "Net Income"** means, in respect of a financial year of the Trust, an amount which the Trustee determines to be the "Net Income" (as defined in section 95 of the *Income Tax Assessment Act 1936*) of the Trust for the Year of Income.
- "Rules"** means the rules of the Plan as amended from time to time by the Board.
- "Tax"** means every kind of tax, duty, impost, deduction, charge, rate, levy and withholding imposed by any fiscal, national, State or local authority or entity and whether presently imposed or not, together with interest and penalties and without limiting the above, "Tax" includes income and other taxes including withholding taxes imposed under the laws of Australia and New Zealand.
- "Trust"** means the trust constituted under this deed.
- "Trust Fund"** means, at any time, the assets of the Trust less the liabilities of the Trust.
- "Trustee"** means the Initial Trustee or any subsequent trustee of the Trust, from time to time.
- "Year of Income"** Means, in the case of an Australian resident for tax purposes, a period of 12 months ending on 30 June in any year and includes the period commencing on the date of this deed and terminating on the next 30 June and the period ending on the date of termination of the Trust and commencing on the preceding 1 July and in the case of a New Zealand resident for tax purposes, a period of 12 months ending on 31 March in any year and includes the period commencing on the date of this deed and terminating on the next 31 March and the period ending on the date of termination of the Trust and commencing on the preceding 1

April.

1.2 Other Definitions

Unless expressly defined in clause 1.1 of this deed, words and expressions used in this deed but which are not defined in this deed have the same meaning as in the Rules.

1.3 Interpretation

In this deed unless the context otherwise requires:

- 1.3.1 a reference to this deed or document means this deed and includes any variation or replacement of it;
 - 1.3.2 a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
 - 1.3.3 the singular includes the plural number and vice versa;
 - 1.3.4 a reference to a gender includes a reference to each gender;
 - 1.3.5 "includes" means includes but without limitation;
 - 1.3.6 where a word or phrase is given a defined meaning in this Deed, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
 - 1.3.7 nothing in this deed is intended to create an agency relationship between the Trustee and the Company;
 - 1.3.8 a reference to an act includes an omission and a reference to doing an act includes executing a document;
 - 1.3.9 a reference to a person includes the legal personal representative of that person and also corporations and other entities recognised by law;
 - 1.3.10 a reference to a clause or paragraph is a reference to a clause or paragraph of this deed, as amended from time to time; and
 - 1.3.11 any schedule or annexure to this deed forms part of it.
- 1.4 A heading is for reference only and it does not affect the meaning or interpretation of this deed.

2. Trust

2.1 Declaration of Trust

The Trustee declares that it will subscribe for, purchase or otherwise acquire and hold Shares on trust for the Beneficiaries and will otherwise hold the Trust Fund on the terms of this deed and in accordance with the Rules.

2.2 Commencement of the Trust

The Trust commences on the date that the Settlor pays to the Trustee \$10 to establish the Trust Fund.

2.3 Name of the Trust

The Trust constituted under this deed is called the "**Promina Group Limited Senior Management Performance Share Plan Trust.**"

2.4 Trust Fund

The Trust Fund is held on trust for the Beneficiaries.

2.5 Purpose of Trust

The purpose of the Trust is to subscribe for, purchase or otherwise acquire and hold shares in the Company for the benefit of Eligible Senior Managers.

3. Acquisition of Shares

3.1 Company may instruct Trustee to acquire Shares

The Company may from time to time (in its absolute discretion) by notice in writing direct the Trustee to purchase Shares on the ASX or the NZX, or subscribe for Shares to be held by the Trustee for named Beneficiaries in accordance with the terms of this deed and the Rules. The notice may specify the period during which the Trustee is to acquire the Shares.

3.2 Trustee to acquire Shares

The Trustee must, subject to receipt of sufficient funds, purchase or subscribe for Shares in accordance with any direction received from the Company under clause 3.1. The Trustee is not obliged to acquire Shares under this clause if that acquisition would result in the Trustee being in breach of any law or the Listing Rules.

3.3 Allocation of Shares

If the Company instructs the Trustee to acquire Shares under clause 3.1, or the Trustee has received an issue of shares from the Company, or an Eligible Senior Manager has forfeited shares under clause 10 or additional shares are available by virtue of the operation of clauses 6 and 7, the Company must by notice in writing direct the Trustee to hold the Shares for the benefit of a named Beneficiary. The notice:

3.3.1 must state the name and address of the Beneficiary;

3.3.2 must specify the number of or the value of the Shares to be held for the Beneficiary.

The Trustee must, subject to any restrictions imposed by any law or the Listing Rules, comply with any direction given in accordance with this clause.

3.4 Trustee to hold Shares

Where the Trustee holds Shares in accordance with clause 3.3, the Trustee must hold those Shares on behalf of the Beneficiary named in the relevant clause 3.3 notice, in accordance with the terms of this deed and the Rules.

On the Trustee receiving notification from the Company that a Participant has become a Participant Beneficiary the Participant will become beneficially entitled to the Shares held on their behalf.

3.5 Funds received by the Trustee

Subject to the operation of this Deed, all funds received by the Trustee for the purposes of the Plan will constitute accretions to the corpus of the Trust and, subject to clause 3.6, will not be repaid to the Company and no Beneficiary will be entitled to receive such funds. The funds will only be used to acquire Shares under clause 3.1.

3.6 Refund to the Company

Where an amount paid by the Company to the Trustee in respect of the subscription for or purchase of Shares is in excess of the amount required by the Trustee to subscribe for or purchase those Shares, the Company may require the Trustee to (and the Trustee must) repay that excess to the Company.

3.7 Rights of Company in Shares

Nothing in this deed confers or is intended to confer on the Company, any charge, lien or any other proprietary right or interest in the Shares acquired by the Trustee under clause 3.1.

4. Powers of the Trustee

4.1 General Powers

Subject to the provisions of this deed, the Trustee has, for the sole purpose of exercising its powers and discharging its obligations under this deed and the Rules (and for no other purpose), all the powers in respect of the Trust that it is legally possible for a trustee to have and, for the avoidance of doubt, these powers include and are in addition to all the powers, authorities and discretions that are conferred on trustees under the Trustee Act 1925 (NSW), as amended from time to time.

4.2 Specific powers

Without limiting clause 4.1, the Trustee has power to do all acts and things which the Trustee is required to do or may do under the Rules and under this deed, including power:

- 4.2.1 to enter into and execute all contracts, deeds and documents, and do all acts and things, which it considers expedient for the purpose of giving effect to the Rules or this deed;
- 4.2.2 to subscribe for, purchase or otherwise acquire, and to sell or otherwise dispose of, Shares or other property, rights or privileges which the Trustee is authorised to acquire or dispose of under the Rules or this deed;
- 4.2.3 to appoint, remunerate and, at its discretion, remove or suspend, custodians, trustees, managers, servants and other agents and to determine the powers and duties to be delegated to them;
- 4.2.4 to institute, conduct, defend, compound or abandon any legal proceeding concerning the Trust, the Rules or this deed and also to settle or compromise or allow time for payment or satisfaction of any debts due and any claims or demands by or against the Trustee in respect of the Trust, the Rules or this deed;
- 4.2.5 to make and give receipts, releases and other discharges for money payable to the Trustee;
- 4.2.6 to open bank accounts and to retain on current or deposit account at any bank any money which it considers proper and to make regulations for the operation of those bank accounts including the signing and endorsing of cheques;
- 4.2.7 to take and act upon the advice or opinion of any legal practitioner (whether in relation to the interpretation of this deed, the Rules, any other document or legislation, or as to the administration of the Trust) or any

other professional person, and whether obtained by the Trustee or not, without being liable in respect of any act done or omitted to be done by it in accordance with such advice or opinion; and

4.2.8 to determine who may sign on the Trustee's behalf receipts, acceptances, endorsements, releases, contracts and documents.

4.3 Shares not to be used as security

Despite anything else in this clause 4, the Trustee must not, and does not have power to, mortgage, charge, pledge or otherwise encumber Plan Shares or any other asset of the Trust.

4.4 Exercise of Trustee discretion generally not subject to Participant Beneficiaries' direction

Subject to any specific provisions of the Rules and this deed, the Trustee may determine whether to exercise, and the manner, mode and time of exercise of, its powers and its discretion and is not obliged to seek the views or directions of any Participant Beneficiary before exercising its powers.

5. Participant Beneficiary Rights

A Participant Beneficiary has all of the rights and entitlements set out in the Rules in respect of Plan Shares held by the Trustee on the Participant Beneficiary's behalf.

6. Dividends

6.1 Shares held for Beneficiaries

Subject to clause 14.2, where a dividend is received in respect of Shares held for Beneficiaries (not including those held for Participant Beneficiaries), the Trustee shall reinvest the dividends (after payment by the Trustee of any tax and other charges) in shares of the Company as an accretion to the corpus of the Trust. These additional shares may be applied in accordance with clause 3.3 to satisfy entitlements of Beneficiaries, or may be held in a separate account to be applied in accordance with further instructions under clause 3.3. Any dividends paid on shares held in this account will be reinvested (after payment by the Trustee of tax and other charges) in shares of the Company and added to the account.

7. Bonus Shares and Rights

7.1 To the extent the Trustee is in receipt of bonus shares issued in respect of Shares held on behalf of Beneficiaries (not including those held for Participant Beneficiaries), the bonus shares may be applied in accordance with clause 3.3 to

meet the entitlements of Beneficiaries or, in the absence of such notice, be credited to the separate account referred to in clause 6.1.

- 7.2 The Trustee may participate in rights issues in respect of Plan Shares held by the Trustee on behalf of Beneficiaries (not including those held for Participant Beneficiaries), in which case the shares or securities acquired under the rights issues will be treated as if they were bonus shares for the purposes of clause 7.1.
- 7.3 If rights arise on a rights issue in respect of Shares held by the Trustee on behalf of a Participant Beneficiary, the Trustee must act in accordance with the Rules in dealing with the rights.

8. Income and Capital

8.1 Distributions

A Participant Beneficiary is presently and absolutely entitled to so much of the Net Income of the Trust for a Year of Income which is attributable to:

- 8.1.1 the proceeds arising from the sale of Shares held by the Trustee on behalf of the Participant Beneficiary;
- 8.1.2 transactions or events related to Shares or property related to or arising from Plan Shares held by the Trustee on behalf of the Participant Beneficiary; and
- 8.1.3 dividends distributed to the Participant Beneficiary in accordance with the Rules.

8.2 Payment of Net Income to Participant Beneficiaries

- 8.2.1 Notwithstanding that the Participant Beneficiaries as at the end of the Year of Income may be presently and absolutely entitled to all of the Net Income, the Trustee may determine that a cash amount greater or lesser than the Net Income is to be paid to the Participant Beneficiaries. If the cash amount paid to a Participant Beneficiary is less than their proportionate share of the Net Income, any deficit will be carried to a reserve and capitalised for the benefit of the Participant Beneficiary.
- 8.2.2 Any amount paid to Participant Beneficiaries in accordance with clauses 8.1 and 8.2 is distributed in accordance with each Participant Beneficiary's entitlement to the Net Income.

9 Payments and Tax

- 9.1 The Trustee's obligations in respect of any money payable to a Participant Beneficiary may be fully discharged by:
- 9.1.1 deposit into an account with a bank or other financial institution nominated by the Participant Beneficiary and approved by the Trustee;
 - 9.1.2 at the discretion of the Trustee, complying with written directions from the Participant Beneficiary;
 - 9.1.3 payment by cheque posted to the Participant Beneficiary; or
 - 9.1.4 any other mode of payment agreed by the Trustee and the Participant Beneficiary.
- 9.2 The Trustee may deduct from any amount payable to a Participant Beneficiary any amount of Tax (or an estimate or installment of it) or charges which, in the Trustee's opinion the Trustee is required or authorised to deduct in respect of that payment by law or by this deed.
- 9.3 The Trustee may make a payment in respect of any amount of Tax that the Trustee believes is payable or anticipated to become payable by the Trustee, including by the Trustee on behalf of the Participant Beneficiary, directly or indirectly in relation to a Share held on behalf of the Participant Beneficiary or otherwise relating to the Participant Beneficiary.
- 9.4 The Trustee must advise the Participant Beneficiary of any deduction or payment made under clauses 9.2 or 9.3 (as the case may be).
- 9.5 The Trustee may apply a deduction made under clause 9.2 towards:
- 9.5.1 reimbursement of the Trust for any corresponding amount paid or reimbursed out of the Trust;
 - 9.5.2 reimbursement of the Trustee for payment of the amount; or
 - 9.5.3 the payment of the Tax to the person or authority entitled to it.
- 9.6 Cheques issued by the Trustee that are not presented within 6 months may be cancelled. Where a cheque is so cancelled the money is to be held by the Trustee for the Participant Beneficiary or held by the Trustee as an accretion to the corpus of the Trust.

10. Participant Forfeited Shares

- 10.1 If some or all of a Participant's interests in Offered Shares lapse pursuant to the Rules, the Participant will be treated as having never had any entitlements to the Shares under this Deed.
- 10.2 The Company may by notice in writing require the Trustee to:
- 10.2.1 apply the Participant Forfeited Shares to meeting the entitlements of named Beneficiaries pursuant to clause 3.3; or
 - 10.2.2 hold the Participant Forfeited Shares in the separate account referred to in clause 6.1;
 - 10.2.3 sell the Participant Forfeited Shares and distribute an amount in accordance with clause 11.
- 10.3 The Trustee must hold the Participant Forfeited Shares in a separate account until it receives a notice from the Company under clause 10.2.
- 10.4 On receipt of a notice from the Company under clause 10.2, the Trustee will hold the Participant Forfeited Shares in accordance with that notice. If the shares are held for a Beneficiary, that Beneficiary will be treated as though the shares were always held on his or her behalf.

11. Allocation of Balance of Net Income and Forfeited Shares

- 11.1 Except for dividend income, the balance of the Net Income of the Trust for a Year of Income to which no Participant Beneficiary is presently and absolutely entitled in accordance with clause 8.1 and the proceeds of sale of any Participant Forfeited Shares may first be used by the Trustee to repay any loans from the Company and any member of the Group or to defray the costs and expenses of administering the deed, and the balance may, subject to compliance with any restrictions imposed by law or the Listing Rules, be allocated and applied in whole or in part, for the benefit of:
- 11.1.1 subject to clause 3.7, the Company;
 - 11.1.2 a provident, benefit, superannuation or retirement fund established and maintained by the Company; or
 - 11.1.3 as a beneficiary of last resort, the Australian Red Cross.
- 11.2 Notwithstanding clause 6.1 and subject to clauses 3.7 and 14.2 and to compliance with any restrictions imposed by law or the Listing Rules, the Trustee may, in its absolute discretion, distribute so much of the dividend referred to in clause 6.1 as it determines to the Company. If it does so, the Company will be presently and

absolutely entitled to that part of such dividend income as from the date of notification of the Trustee's determination.

12. Disposal of Shares

The Trustee must only:

12.1 dispose of a Share on behalf of a Participant Beneficiary; or

12.2 transfer a Share to a Participant Beneficiary,

in accordance with the Rules.

13. Records and Accounts

13.1 Records

The Trustee must keep all records, minutes, documents and other material required for the proper administration of the Trust and in accordance with the Rules.

13.2 Accounts

The Trustee must:

13.2.1 establish and maintain proper books of account that accurately record all:

- (a) income and capital of the Trust;
- (b) costs and disbursements and other outgoings paid or payable out of the Trust Fund and chargeable against income;
- (c) capital expenditure and liabilities charged to the Trust Fund;
- (d) investments and money comprised in the Trust Fund;
- (e) Shares and any cash amounts held on behalf of each Beneficiary by the Trustee in accordance with the Rules (such Shares to be specifically identified in the books of account as being held for each such Beneficiary);
- (f) any accretions (including any credit or debit of Shares) or costs and disbursements and other outgoings made to each Beneficiary's account for the purposes of or in accordance with, the Rules;

- (g) payments of dividends or other income (if any) made to a Participant Beneficiary in respect of Shares held by the Trustee on the Participant Beneficiary's behalf;
- (h) any bonus shares, interest or other earnings or other monies credited to the Participant Beneficiary's account;
- (i) Shares and any cash amounts distributed by the Trustee to each Participant Beneficiary in accordance with the Rules;
- (j) such other amounts as may be required or appropriate to credit or debit to the Beneficiary's account; and
- (k) all other activities of the Trust;

13.2.2 provide to the Company from time to time at the Company's request a copy of such books of account, financial statements, information and explanations as the Company may require; and

13.2.3 subject to the law, make available such books of account for inspection by the Participant Beneficiaries at the office of the Trustee or a place of business of the Company during normal business hours or such other time as agreed with a Participant Beneficiary.

13.3 Provision of statement to Participant Beneficiaries

At such times as the Trustee considers appropriate but not less than once in each Year of Income, the Trustee must notify each Participant Beneficiary of:

13.3.1 the number of Shares standing to the credit of his or her account; and

13.3.2 such other information as the Trustee considers relevant and appropriate.

13.4 Audit

The Trustee must, not less than once in each Year of Income, procure that all records and the books of account of the Trust be audited by an auditor nominated by the Company. The Company must pay the costs of such audit.

14. Expenses of the Trustee

- 14.1 The Trustee is not entitled to receive from and must not levy on Participant Beneficiaries any fees or charges in respect of its office or in respect of operating and administering the Trust.
- 14.2 In respect of Shares not held for specified Participant Beneficiaries, if dividends are paid in respect of those Shares, the Trustee must first apply any such dividends in defraying the costs and expenses of administering this deed and the balance must be held in accordance with clause 6.1.
- 14.3 The Company and the Trustee may agree that the Company will from its own resources pay such charges, fees, commissions or other remuneration as the Trustee and the Company may agree from time to time to the Trustee and reimburse the Trustee for expenses incurred relating to the management and administration of the Trust. The Trustee is entitled to retain any such fees or reimbursements for its own benefit. The Company may, either directly or through the Trustee, recover from the Participant Beneficiary the costs associated with distributing Shares to a Participant Beneficiary or otherwise disposing of them on his or her behalf and distributing the sale proceeds to the Participant Beneficiary, including by withholding the amount of the costs from any sale proceeds distributed to the Participant Beneficiary.
- 14.4 Subject to any payment received under clauses 14.2 or 14.3, the Trustee is entitled to reimbursement out of the Trust Fund all costs, charges and expenses incurred in connection with:
- 14.4.1 the establishment of the Plan;
 - 14.4.2 the acquisition, registration, disposal of or other dealings with Shares; and
 - 14.4.3 any other act, matter or thing done in carrying out its duties or functions under this deed (including any legal fees incurred in settling the terms of this deed).

15. Indemnity from the Company

15.1 Indemnity

15.1.1 The Company must indemnify the Trustee and keep the Trustee indemnified from and against:

- (a) all liabilities, costs and expenses incurred by the Trustee (including any amount of Tax paid (whether or not the amount was due and payable)) ("**Liabilities**"); and

- (b) all actions, proceedings, claims and demands in respect of anything done or omitted to be done by the Trustee ("**Claims**"),

in connection with the performance by the Trustee of its obligations and the exercise of its authorities, powers and discretions under this deed and the Rules.

- 15.1.2 The Trustee is not bound to act if the Trustee would not be entitled to be indemnified under clause 15.1 in relation to that act.

15.2 Limitation of Indemnity

The indemnity in clause 15 does not apply in relation to any liability or claim arising out of the Trustee's fraud, negligence or breach of trust.

15.3 No recourse to Beneficiary or Participant Beneficiary

Notwithstanding any other provision of this deed the Trustee has no right of indemnity and may not seek an indemnity:

- 15.3.1 from any Beneficiary (including any person who has ceased to be an employee of the Company);
- 15.3.2 out of the Shares or other property held by it from time to time on behalf of Beneficiaries or Participant Beneficiaries; or
- 15.3.3 out of the proceeds of sale from Shares held by the Trustee on behalf of Beneficiaries.

16. Limitation of Trustee's Liability

- 16.1 The Trustee is not liable beyond the amount the Trustee:

- (a) is entitled to recover; and

- (b) actually receives,

out of the Trust Fund or from the Company in accordance with clause 14, for any loss, cost, expense, damage, claim or liability arising in connection with the Trust or the Plan other than in the case of the Trustee's fraud, negligence or breach of trust.

17. Trustee and Company Bound

- 17.1 This deed is legally enforceable between the Company and the Trustee.

18. Amendment of the Trust Deed

18.1 Amendments

Subject to clause 18.2, the Company and the Trustee may, by supplemental deed, amend all or any of the provisions of this deed other than clause 18.2. Without limiting the generality of the foregoing, an amendment may be made for the purpose of (or for purposes that include):

18.1.1 ensuring that this deed complies with applicable laws including the *Corporations Act 2001* and the Listing Rules and any relevant policy or conditions of relief required by a regulator;

18.1.2 ensuring that this deed is consistent with the Rules; and

18.1.3 correcting an error or mistake.

18.2 Restriction on amendment power

No amendment may be made under clause 18.1:

18.2.1 except in accordance with and in the manner (if any) required by the Listing Rules;

18.2.2 that would result in an infringement of the law against perpetuities;

18.2.3 that would result in this deed being inconsistent with the Rules; or

18.2.4 that would prejudicially affect the existing rights of Participant Beneficiaries under this deed.

19. Changing the Trustee

19.1 Appointment and removal

The Trustee ceases to be the Trustee if and when:

19.1.1 either:

- (a) the Trustee gives notice in writing to the Company that it wishes to retire as Trustee; or
- (b) the Company gives notice in writing to the Trustee to the effect that it is removed as Trustee of the Trust; and

19.1.2 a new Trustee is appointed by the Company by deed.

The Company may appoint such person as it thinks fit as the new Trustee.

19.2 Transfer of Assets

Upon a change of Trustee, the retiring Trustee must transfer and assign, and must execute all transfers, deeds or other documents necessary to transfer and assign, all Shares and other assets of the Trust held by it into the name of the new Trustee.

19.3 Release

When it retires or is removed the Trustee is released from all obligations and liabilities in relation to or in connection with the Trust arising after the time it retires or is removed.

19.4 New Trustee

Any replacement Trustee must execute a deed in which it covenants to be bound by this deed as if it had originally been a party to it.

20. Termination of Trust

20.1 Date of termination

The Trust terminates and will be wound up on the date on which any of the following events or dates first occurs:

20.1.1 an order is made by a court of competent jurisdiction to wind up the Company (other than for the purpose of amalgamation or reconstruction);

20.1.2 a resolution is passed by the members of the Company to wind up the Company (other than for the purpose of amalgamation or reconstruction);

20.1.3 the Board resolves that the Trust is to be wound up;

20.1.4 no Shares are held subject to the Rules following the Board having resolved to terminate the Plan; or

20.1.5 the date that is one day before the 80th anniversary of the date of this deed.

20.2 Transfer of Shares

If the Trust is terminated, the Trustee must transfer to each Participant Beneficiary the Shares then held by the Trustee on behalf of that Participant Beneficiary to which the Participant Beneficiary is beneficially entitled. The Trustee must sell

all of the shares held on behalf of Beneficiaries and distribute the sale proceeds in accordance with clause 10.

20.3 Residual amount

If, following the termination of the Trust under clause 20, there are any Shares to which no Beneficiary or Participant Beneficiary is entitled under clause 20.2 or any money or other property to which no Participant Beneficiary is otherwise entitled, those Shares, that money or that other property (as the case may be) will be applied first in meeting any expenses and the costs and liabilities of winding up the Trust and thereafter applied by the Trustee, after providing for any Tax payable by the Trustee, in whole or in part for the benefit of one or more of the following beneficiaries as the Trustee thinks fit:

20.3.1 a provident, benefit, superannuation or retirement fund established and maintained by the Company; or if none

20.3.2 the Australian Red Cross.

20.4 Costs and Expenses to be met by Company

20.4.1 To the extent that Shares or any money or other property remaining after application of clause 20.3 are not sufficient to meet any expenses and the costs and liabilities of winding up the Trust, those costs and expenses are to be met by the Company.

21. Inconsistency with Rules

21.1 If this deed is inconsistent with the Rules, the Rules prevail to the extent of the inconsistency.

22. Notices

22.1 Any notice required to be given to a Participant Beneficiary under this deed will be deemed to have been duly given if it is delivered or sent by post in a postage paid envelope addressed to the Participant Beneficiary's address notified to the Trustee by the Company and will be deemed to be served on the day after the notice is posted.

22.2 Any notice required to be given to the Trustee from the Company by notice in writing, should be signed by two directors or a director and a secretary of the Company.

22.3 The Company must, as soon as practicable, notify the Trustee of the change of address of a Participant Beneficiary.

- 22.4 The Board may, by notice to the Trustee and the Participant Beneficiaries, determine methods including electronic methods of giving notices to Participant Beneficiaries under this deed and may also determine corresponding rules relating to deemed service and proof of service.

23. Governing Law

- 23.1 This document is governed by the laws of New South Wales.
- 23.2 The parties submit to the exclusive jurisdiction of its courts.

EXECUTED as a deed.

SIGNED by **Geoff Price** in the presence of:)

)

_____)

Signature of Witness

Geoff Price

Name of Witness

EXECUTED for and on behalf of **CPU Share**)

Plans Pty Limited ACN 081 600 875 by its)
duly authorised officers)

)

Signature of Secretary/Director

Signature of Director

Print Name

Print Name

EXECUTED for and on behalf of **Suncorp**)
Insurance Services Limited ABN 79 000 746)
092 by its duly authorised officers)

_____) _____
Signature of Director

Signature of Secretary/Director

_____) _____
Print Name

Print Name

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