



Suncorp Portfolio Services Limited

Amending Deed Poll

Suncorp Master Trust

Amending Deed Poll

Date: June 2015

Trustee **Suncorp Portfolio Services Limited**
ABN 61 063 427 958 of Level 28, 266 George Street, Brisbane, Queensland

Background

1. By deed dated 22 June 1979 (as amended from time to time) (**Principal Deed**) the fund now known as the Suncorp Master Trust (**Fund**) was established.
2. The Trustee is empowered by clause 2.3 of the Principal Deed to amend the Principal Deed, provided that an amendment made to Division 12 of the Principal Deed (**Suncorp Staff Division**), or to a clause stated in clause 4.2(c) of the Principal Deed, must also comply with Rule 11.1 of the Suncorp Staff Division.
3. The Trustee is the trustee of the Fund.
4. The Trustee wishes to amend the Principal Deed in the manner set out in this deed.
5. For avoidance of doubt, in executing this deed, the Trustee does not wish to amend the Suncorp Staff Division.
6. The Trustee is of the opinion that the amendments to be made to the Principal Deed by this deed may be made in accordance with clause 2.3 of the Principal Deed.
7. In executing this deed the Trustee is not re-declaring the trusts of the Fund nor is the Trustee causing the transfer, vesting or accrual of any property which is the subject of the trusts.

1 Definitions and Interpretation

1.1 Definitions

Effective Date: the date on which this deed is executed.

Principal Deed: has the same meaning as in the Background to this deed.

1.2 Principal Deed definitions

Unless otherwise specified in this deed, the definitions contained in the Principal Deed apply to this deed.

1.3 Relevant Law definitions

Unless otherwise specified in this deed, a word or phrase has the same meaning as it is defined in the Relevant Law when used in this deed.

1.4 Interpretation

Clause 1.3 of the Principal Deed applies to this deed.

2 Operation of this deed

This deed takes effect on and from the Effective Date.

3 Amendment to the Principal Deed

3.1 Amendments

The Principal Deed is amended in the following manner and with effect from the Effective Date:

- a) A new clause 8.9 is inserted after clause 8.8 as follows:

“8.9 Payment Administration

(a) If:

- (i) an event arises in respect of a Division, Sub-Division or Plan;
- (ii) the Trustee forms the view that an amount of compensation may be payable to a Beneficiary as a result of the event referred to in clause 8.9(a)(i);
- (iii) the Trustee calculates the total dollar value of the amount of compensation to the Beneficiary in respect of the event referred to in clause 8.9(a)(i) to be less than \$20; and
- (iv) at the time the Trustee determines to pay the compensation referred to in clause 8.9(a)(iii) to the Beneficiary, the Beneficiary has ceased to be a Member of the Division, Sub-Division or Plan referred to in 8.9(a)(i), including where the Beneficiary is deceased,

then no compensation is to be paid to, or in respect of, the Beneficiary and the Trustee may determine how to deal with the compensation amount at its discretion.

(b) If a Beneficiary, in respect of whom clause 8.9(a) applies, was a Member of more than one Division, Sub-Division or Plan in relation to which the event referred to in clause 8.9(a)(i) arose, then clause 8.9(a) is to apply severally to each Division, Sub-Division or Plan, so that:

- (i) there is to be a separate compensation amount calculated for each affected Division, Sub-Division or Plan; and
- (ii) each separate compensation amount is to be paid or not paid (as the case may be) by reference to clause 8.9(a)."

3.2 Amendments do not affect validity or enforceability of the Principal Deed or accrued benefits

The amendments to the Principal Deed do not affect:

- b) the validity or enforceability of the Principal Deed; or
- c) a Beneficiary's right or claim to his or her accrued benefits or the amount of those accrued benefits.

4 Counterparts

This deed may be executed in any number of counterparts.

Executed as a deed poll

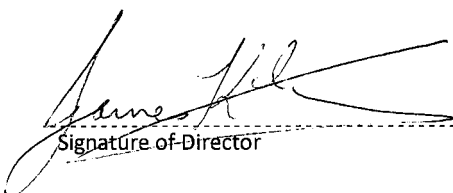
Signed under the common seal of
Suncorp Portfolio Services Limited
by:



Signature of Company Secretary / Director

Kate Spargo

Name of Company Secretary / Director



Signature of Director

James Evans

Name of Director