EXECUTED AS A DEED

Signed Sealed & Delivered by	
Peter Szymanski	
in the presence of	
signature of witness	
ADAMOANS	
name of witness	Peter Szymanski
Signed Sealed & Delivered by Robert Bernard Davis in the presence of signature of witness name of witness	Robert Dernard Davis
Signed Sealed & Delivered by Zofia Esme Szymanski in the presence of	/)))
signature of witness	,))
signature of witness	1/3zmandi
name of witness	Zofia Esme Szymanski

- 5. The parties acknowledge and agree that the appointment of the New Trustee and the resignation of the Outgoing Trustee is to occur contemporaneously and simultaneously.
- 6. The Parties hereby covenant and agree to do forthwith all such acts, matters and things and sign, execute and deliver all such documents as may be necessary or desirable to vest the legal estate of the Fund in the New Trustee and the Continuing Trustee as trustees of the Fund..
- 7. The New Trustee and the Continuing Trustee, as trustees of the Fund, hereby undertakes to perform and observe all the obligations of the Outgoing Trustee incurred by the Outgoing Trustee in the proper administration of the Fund and to the extent of the Fund indemnify and keep indemnified the Outgoing Trustee from and against all proper liabilities whether present or contingent in respect of the same.
- 8. Nothing herein expressed or implied shall prejudice the right of the Outgoing Trustee to indemnity from the Fund for costs and expenses incurred by the Outgoing Trustee in the proper administration of the Fund on or before the execution of this Deed
- 9. The Governing Provisions of the Fund are, without termination of the Fund, now governed by the provisions of this Deed and the Rules attached which incorporate the Original Deed.
- 10. The assets of the Fund will continue to be vested in the trustees of the Fund upon trust to apply the same in the manner set out in the Rules.
- 11. The Fund shall be managed and administered in all respects according to the Rules.
- 12. The provisions of this Deed may be amended in the manner set out in the Rules.
- 13. The primary purpose of the fund is to provide old age pensions to the members.
- 14. Operations of The Fund, conflicts and issues of law or practice between the Original Deed and this Deed that may arise with this deed are to be settled by reference to the Rules.
- 15. The Parties hereby declare that the amendment of the provisions of the Governing Provisions and the Rules effected by virtue of this Deed do not prejudicially vary or affect the benefits already accrued to any member of The Fund. All of the members of the fund have executed this deed and this deed shall be taken as notice given to the members as may be required by The Governing Provisions.
- 16. This Deed and the Rules shall be governed by the laws of New South Wales.