

Appointment of new Trustee

Aravali Pty. Ltd.
ACN117 649 117

Dr Nikunj Parikh

Dr Shabnam Parikh

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Dated 30TH June 2010

Parties

Aravali Pty Ltd ACN 117 649 117
Address: Address: 4 Inverallan Avenue West Pymble in the State of New South Wales
(Existing Trustee)

Dr Nikunj Parikh
(New Trustee)

Dr Shabnam Parikh
(New Trustee)

(Dr Nikunj and D Shabnam are together, the **Appointers**)

Background

- A The Existing Trustee is the trustee of Shabnam & Nikunj Superannuation Fund (**Trust**) established on 29th June 2006..
- B The Existing Trustee was appointed trustee of the Trust by the Trust Deed.
- C Pursuant to clause 19 of the Trust Deed, the Appointers may appoint a new trustee to replace the existing trustee.
- D The Appointers have not surrendered the power provided under clause 19 of the Trust Deed or done anything to prevent the Appointers from exercising their power.
- E The Appointers wish to appoint the New Trustee as trustee of the Trust.
- F The New Trustee is not by virtue of the provisions of the Trust Deed or by law precluded from assuming office as trustee of the Trust.
- G The New Trustee wishes to accept appointment as the new trustee of the Trust

1. Interpretation

1.1 Definitions

In this deed, unless the contrary intention appears the following words have the following meanings:

Term:	Definition:
Business Day	a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales, Australia.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of or schedule to this deed and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument, includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to New South Wales time;
- (g) a reference to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it;
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (m) headings are for ease of reference only and do not affect interpretation.

2. Release of Existing Trustee

It is agreed that the Existing Trustee is as and from the execution hereof, discharged from further performance of its obligations and duties as trustee of the Trust.

3. Appointment of New Trustee

- (a) The Appointors appoint the New Trustee as trustee of the Trust to take effect immediately on execution of this deed.
- (b) The New Trustee agrees that it accepts appointment as the trustee of the Trust and that it will be bound by the terms and conditions of the Trust Deed as amended on and from the date of this deed.

4. Covenants

4.1 Covenants by New Trustee

- (a) The New Trustee covenants that it has not received a benefit of any kind whatsoever out of or in connection with the Trust
- (b) The New Trustee indemnifies the Existing Trustee against all debts which the Existing Trustee has incurred and which are unpaid at the time of execution of this deed by all parties, whilst acting under and in terms of the trust deed and undertakes and agrees that the New Trustee will pay and discharge all such debts out of the assets of the Trust in accordance with the terms of credit or otherwise under which such debts were incurred

4.2 Covenants by Existing Trust

The Existing Trustee covenants that it will do all things necessary to transfer legal title to the assets of the Trust to the new Trustee and to sign all documents and do all things reasonably required to enable the new Trustee to assume and carry out its duties as Trustee of the Trust

5. Entire Agreement

- (a) This deed is the entire agreement of the parties on the subject matter.
- (b) The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of this deed.
- (c) All representations, communications and prior deeds in relation to the subject matter are merged in and superseded by this deed.

6. Counterparts

This deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

7. Failure to Sign

Any failure by a nominated party to this deed to sign it will not invalidate its operation as against the parties who have signed it.

8. Further Assurances

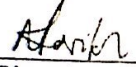
Each party will do, sign, execute and deliver and will procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it by notice from another party to effectively carry out and give full effect to this deed and the rights and obligations of the parties under it

EXECUTED as a deed

EXECUTED by Aravali PTY. LTD. ACN)
116 649 117)
)
)
)
)


x 
Signature
of Director

SHABNAM
PARIKH
Name of
Director

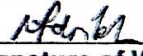

Signature of
Director

NIKUNJ PARIKH
Name of
Director

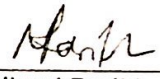
in the presence of:

x 
Signature of Witness

Name of Witness

in the presence of

Signature of Witness

Name of Witness


Dr Nikunj Parikh


Dr Shabnam Parikh