

**DEED OF APPOINTMENT &
RESIGNATION OF TRUSTEE**

**The Haywill Holdings
Superannuation Fund**

Our Ref:977:1944

DBA **Butler**
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DEED OF APPOINTMENT & RESIGNATION OF TRUSTEE

THIS DEED is made on the date in item A of the Schedule.

BETWEEN

The party named in item B of the Schedule as the Retiring Trustee (“the Retiring Trustee”) of the first part;

AND

The party named in item C of the Schedule as the New Trustee (“the New Trustee”) of the second part;

AND

The Consenting Party, if any named in item D of the Schedule, whose consent is required for the appointment of a new trustee under the Trust Deed (“the Consenting Party”) of the third part.

RECITALS:-

- A. The Retiring Trustee is the trustee of the Superannuation Fund (“the Fund”) named in item E of the Schedule. The Fund was established by deed (“the Original Deed”) on the date in item F of the Schedule. The Original Deed was subsequently varied by the deeds listed, if any, in item G of the Schedule. These deeds are cumulatively referred to as the Trust Deed.
- B. The Trust Deed contemplates the appointment of a new trustee by the relevant provision in the Trust Deed referred to in item H of the Schedule. The New Trustee will be appointed in accordance with this provision subject to any special conditions that must be satisfied under that provision as referred to in item I.
- C. The Retiring Trustee wishes to resign as trustee of the Fund.
- D. The Retiring Trustee, with the consent of the Consenting Party, if any in item D of the Schedule, appoints the New Trustee as the trustee of the Fund.
- E. The New Trustee wishes to signify its consent to its appointment as trustee of the Fund by execution of this Deed.

PROVISIONS:-

1. The Retiring Trustee resigns as trustee of the Fund.
2. The Retiring Trustee, with the consent of the Consenting Party, if any in item D of the Schedule, appoints the New Trustee as the trustee of the Fund.
3. The New Trustee consents to its appointment as trustee of the Fund.
4. The Parties confirm that any special provisions in item I have been satisfied.
5. The Retiring Trustee covenants with the New Trustee that it shall use its best endeavours to transfer all of the property of the Fund to the New Trustee.

6. The New Trustee releases the Retiring Trustee from its obligations as trustee of the Fund under the Trust Deed, and from any claims or liabilities which may arise accordingly after the date of this Deed.
7. The New Trustee warrants:
 - (a) that the New Trustee has no prior convictions involving dishonest conduct;
 - (b) that the New Trustee is not insolvent, bankrupt, or has not entered into arrangements, assignments or compositions with creditors under Part X of the *Bankruptcy Act 1966* or a similar foreign law; and
 - (c) that the New Trustee has not been the subject of a civil penalty order that has been made under the *Superannuation Industry (Supervision) Act 1993* (the “SIS Act”);
 - (d) that where the New Trustee is an individual trustee, the New Trustee is eligible to be a member of the Fund under the SIS Act; and
 - (e) where the New Trustee is a company, references in paragraphs (a) to (c) include a reference to each director of that company with relevant modification thereto.
8. The provisions of this Deed are and shall be construed as severable from the Trust Deed or any other deed and so if any provision or any part of the provision shall, at any time, be found or declared void, voidable by any party, invalid, unenforceable or illegal then the remaining part of the provision, if any, and all other provisions of this deed and the Trust Deed shall remain valid, binding and enforceable.
9. In this Deed, unless the context otherwise requires:
 - (a) a reference to any person or body shall include references to its respective authorised officers, agents, delegates, successors, assigns, executors and administrators;
 - (b) a reference to the word Parties includes a reference to each of the parties in this Deed;
 - (c) references to any provision of the Deed or law are references to that provision of the Deed or law as amended, replaced or superseded from time to time; and
 - (d) words importing any one gender include all genders and words importing the singular number include the plural and vice versa.
10. This Deed shall be construed in accordance with the governing law of the Trust Deed.

SCHEDULE
to
**DEED OF APPOINTMENT &
RESIGNATION OF TRUSTEE**

A. Date of this Deed:

B. Retiring Trustee:

Full Name: Selfan Pty. Ltd.

A.C.N.: 003 919 364

Address: 5th Floor, 5 Northcliff Street, Milsons Point New South Wales 2061

C. New Trustee:

Name: Delfino Daros

Address: 4 Mayfield Avenue, Pymble New South Wales 2073

Name: Morel Jennifer Daros

Address: 4 Mayfield Avenue, Pymble New South Wales 2073

D. Consenting Party, if any:

Name: Delfino Daros

Address: 4 Mayfield Avenue, Pymble New South Wales 2073

Name: Morel Jennifer Daros

Address: 4 Mayfield Avenue, Pymble New South Wales 2073

Capacity: "the Members"

E. Full name of the Fund: The Haywill Holdings Superannuation Fund

F. Date of Original Deed: 30 November 1992

G. Date(s) of any Amendments to the Original Deed, if any: 28 June 1994

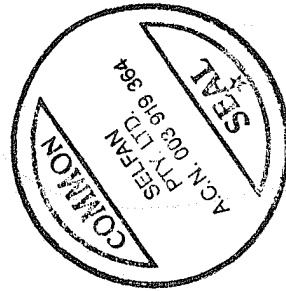


H. Relevant provision in the Trust Deed to appoint a New Trustee: Clause 6-4(a)

EXECUTED as a deed on the date in item A of the Schedule.

RETIRING TRUSTEE

EXECUTED by SELFAN PTY. LTD. (A.C.N. 003 919 364) by being signed by those persons authorised to sign for the company:



[Signature] Director

[Signature] Director or Secretary

NEW TRUSTEE

SIGNED SEALED AND DELIVERED by DELFINO DAROS in the presence of the following witness:

Yvonne Wilson

[Signature]
[Signature]

SIGNED SEALED AND DELIVERED by MOREL JENNIFER DAROS in the presence of the following witness: MARGARET ANNE SPARKE

[Signature]
[Signature]

CONSENTING PARTY

SIGNED SEALED AND DELIVERED by DELFINO DAROS in the presence of the following witness:

Yvonne Wilson

[Signature]
[Signature]

SIGNED SEALED AND DELIVERED by MOREL JENNIFER DAROS in the presence of the following witness: MARGARET ANNE SPARKE

[Signature]
[Signature]

- I. Any special conditions to the appointment: Subject to the Applicable Standards and this clause, an absolute majority of 75% of the Electors who are Members or where there are no such Electors, a majority of the Contributing Employers; may, by written resolution, appoint a Qualified Person as Trustee so long as the Qualified Person has consented to that appointment in writing.