

**DEED OF RESIGNATION AND
APPOINTMENT OF TRUSTEE**

GRANTHAM WALLER COBBIN

and

JENNIFER CAROLYNE COBBIN

("the New Trustees")

and

MATOLA PTY LTD ACN 010 032 318

("the Retiring Trustee")

**MATOLA PTY LTD
SUPERANNUATION FUND**

MORROWS LEGAL PTY LTD

ABN 44 114 947 063

Lawyers

Level 13, Freshwater Place

2 Southbank Boulevard

SOUTHBANK VIC 3006

Tel: 03 9690 5700

Fax: 03 9690 6509

MATOLA PTY LTD SUPERANNUATION FUND

DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEE

THIS DEED is made on 26TH DAY OF OCTOBER 2010

BY:

GRANTHAM WALLER COBBIN and
JENNIFER CAROLYNE COBBIN
("the New Trustees")

and

MATOLA PTY LTD ACN 010 032 318
("the Retiring Trustee")

WHEREAS:

- A. The MATOLA PTY LTD SUPERANNUATION FUND (the "Fund") was established by Deed dated 12 April 1979 as amended by Deeds of Variation dated 25 September 1990, 28 June 2002 and 29 June 2007 (the "Deed").
- B. Clause 6 of the Deed provides for the appointment of the Trustee.
- C. The Retiring Trustee desires to retire from being a Trustee.
- D. The New Trustees satisfy the standards set out in the *Superannuation Industry (Supervision) Act 1993* to become Trustee and have agreed to accept the appointment as Trustees of the Fund.

NOW THIS DEED WITNESSES AS FOLLOWS:

- 1 Pursuant to Clause 6 of the Deed, the New Trustees are appointed to be Trustee of the Fund to undertake as from the date of this Deed the powers, duties and obligations conferred by the Deed upon the Trustee.
- 2 The Retiring Trustee confirms its retirement as Trustee of the Fund is to take effect as from the date of this Deed.
- 3 The New Trustees agree that as from the date of this Deed they shall be bound by and observe and administer all the powers, discretions and obligations conferred upon the Trustee by the Deed.
- 4 The Retiring Trustee agrees that it will do everything necessary to transfer legal title to assets of the Fund to the New Trustees and to sign all documents and do all things required to enable the New Trustees to assume and carry out their duties as Trustee of the Fund.
- 5 Except as provided in Clause 4 of this Deed, the Retiring Trustee is discharged from the date of this Deed from further performance of its obligations and duties as Trustee of the Fund.

- 6 The New Trustees indemnify the Retiring Trustee against all debts that may have been incurred by the Retiring Trustee up to the date of this Deed while performing its duties as Trustee of the Fund and agree to pay and discharge all such debts out of the assets of the Fund.
- 7 The New Trustees agree to maintain the Fund that was established by the Deed.
- 8 The New Trustees confirm that they hold the assets of the Fund on the trusts specified in the Deed as amended by this Deed.

EXECUTED AS A DEED

New Trustees

SIGNED SEALED AND DELIVERED by the)
said GRANTHAM WALLER COBBIN in the)
presence of:)


) **SIGN**.....
) GRANTHAM WALLER COBBIN

SIGN ..... Witness

SIGNED SEALED AND DELIVERED by the)
said JENNIFER CAROLYNE COBBIN in the)
presence of:)


) **SIGN**.....
) JENNIFER CAROLYNE COBBIN

SIGN ..... Witness

Retiring Trustee

EXECUTED by MATOLA PTY LTD ACN 010)
032 318 in accordance with section 127 of the)
Corporations Act 2001:)


) **SIGN**.....
Director
SIGN.....

Director/Secretary