

**DEED OF RETIREMENT AND OF
APPOINTMENT OF TRUSTEE

OF

THE MANZ SUPERANNUATION FUND**

THIS DEED is made the day of, 20.....

BETWEEN: AUSTRALIAN EXECUTOR TRUSTEES LTD
ACN 007 869 794
(The Retiring Trustee')

AND: GIUSEPPE CICCHINI and MARISA CICCHINI
of 11 HARLOW PLACE, McDOWALL QLD 4051
(The 'New Trustee')

AND: GIUSEPPE CICCHINI and MARISA CICCHINI
of 11 HARLOW PLACE, McDOWALL QLD 4051
(The 'Members')

RECITALS:-

- A. The Retiring Trustee is the duly appointed trustees of THE MANZ SUPERANNUATION FUND (the "Fund").
- B. The Fund is a Small APRA Fund.
- C. The Fund's governing rules are set out in the Deed of Amendment dated 31 March 2006 (the 'Deed').
- D. Pursuant to Clause 28 of the Deed, the Trustee may retire from the position as Trustee of the Fund, by giving three month's notice to the Members or any shorter notice which the Members unanimously accept.
- E. Pursuant to Clause 28 of the Deed, the Trustee may, by deed, appoint a new Trustee.
- D. The Members agree to forego any notice periods set out in the Deed for the purpose of changing the trusteeship, as outlined hereunder.
- E. The Retiring Trustee wishes to retire as Trustee of the Fund.
- F. The Retiring Trustee wishes to appoint the New Trustees as Trustees of the Fund.
- G. The New Trustees have consented to act as Trustees of the Fund.
- H. The parties to this deed wish to record their consents to the retirement and appointment in accordance with the terms of the Deed and have entered into this deed accordingly.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. RESIGNATION

- (a) The Retiring Trustee hereby retires as Trustee of the Fund in accordance with the powers conferred upon it by virtue of Clause 28 with effect as and from the date of this deed.
- (b) The Members hereby unanimously waive any notice period required for their consent to the retirement of the Retiring Trustee.

2. APPOINTMENT

The Retiring Trustee hereby appoints the New Trustees in accordance with Clause 28 of the Deed, and with the consent of the New Trustee and of the parties to this deed, to act as Trustees of the Fund with effect as and from the date of this deed.

3. ACCEPTANCE

The New Trustees hereby accept appointment to act as Trustees of the Fund and agree and declare they will undertake and carry out the trusts and exercises the rights, powers, privileges and discretions and that they will observe and be bound by the restrictions and limitations imposed upon Trustees of the Fund as set out and declared in the Deed.

4. SECRETARIAL

The Retiring Trustee and the New Trustees shall promptly do all acts, matters and things necessary to:

- (a) give effect to the provisions of this deed and to the retirement of the Retiring Trustee and appointment of the New Trustee;
- (b) give notice in writing where required and other confirmations to third parties as necessary to confirm the Retiring Trustee's retirement and the New Trustees' appointment; and
- (c) procure the legal transfer and delivery of all property of the Fund held by the Retiring Trustee to the New Trustees.

5. RELEASE FROM OBLIGATIONS

From the date of this deed, the Retiring Trustee is released from all further obligations under the Deed except:

- (a) in relation to any antecedent neglect by or default of the Retiring Trustee;
- (b) any failure by the Retiring Trustee to transfer the property of the Fund to the New Trustees; or
- (c) any purported acts or undertakings done or entered into on or after the date of this deed in the capacity of Trustee of the Fund, other than those acts or undertakings necessary to effect the transfer of trusteeship to the New Trustees.

6. INDEMNITY

The New Trustees indemnify the Resigning Trustee from the date of the Resigning Trustee's resignation for all claims, costs (including legal costs on a full indemnity basis), damages, expenses and liabilities of the Resigning Trustee for which it would have had a right of indemnity out of the assets of the Fund prior to the date of resignation.

7. UNDERTAKING BY NEW TRUSTEE

The New Trustees undertakes to the Retiring Trustee and the Members to be bound by all the covenants on the part of the Trustee under the Deed on and from the date of this deed.

8. MISCELLANEOUS

The parties to this deed hereby confirm that the Deed, other than to the extent that it has been amended or varied in accordance with the deed remains in full force and effect.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first hereinbefore mentioned.

Executed as a deed by
AUSTRALIAN EXECUTOR TRUSTEES LTD
ACN 007 869 794
As Retiring Trustee by its Attorney who certifies that
he/she has not received notice of any revocation of the
Power of Attorney dated/...../.....

.....
Witness

Signed, Sealed and Delivered by
GIUSEPPE CICCHINI
As New Trustee

MARISA CICCHINI
A New Trustee

.....
Witness

Signed, Sealed and Delivered by
GIUSEPPE CICCHINI
As Member

MARISA CICCHINI
A Member

.....
Witness