Rule 3.19A.2

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/9/2001.

Name of entity	**HITECH GROUP AUSTRALIA LIMITED**
ABN	**41 062 067 878**

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	RAYMOND HAZOURI
Date of last notice	2/5/2004

Part 1 - Change of director's relevant interests in securities
In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Direct or indirect interest	Direct and Indirect
Nature of indirect interest (including registered holder) Note: Provide details of the circumstances giving rise to the relevant interest.	15,450,000 shares are registered in the name of RayHazouri Nominees Pty Limited A.C.N. 091 525 496 of which Raymond Hazouri is a director. 3,010,000 shares are registered directly in the name of Raymond Hazouri
Date of change	
No. of securities held prior to change	18,460,000
Class	Ordinary
Number acquired	N/A
Number disposed	N/A
Value/Consideration Note: If consideration is non-cash, provide details and estimated valuation	Consideration provided pursuant to option deeds attached as Annexures A, B and C
No. of securities held after change	18,460,000
Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back	Grant of options on part of shares (shares owned by RayHazouri Nominees Pty Ltd are the subject of options).

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	
Nature of interest	
Name of registered holder (if issued securities)	
Date of change	
No. and class of securities to which interest related prior to change Note: Details are only required for a contract in relation to which the interest has changed	
Interest acquired	
Interest disposed	
Value/Consideration Note: If consideration is non-cash, provide details and an estimated valuation	
Interest after change	

Annexure A to Appendix 3Y

This is Annexure A of 10 pages referred to in Appendix 3Y signed by me and dated 28 June 2007.

____
Raymond Hazouri
Director

RAYHAZOURI NOMINEES PTY LIMITED

A.C.N. 091 525 496

AND

NAJIBE IBRAHIM

DEED OF CALL OPTION

BROWN WRIGHT STEIN

BROWN WRIGHT STEIN

Lawyers

Level 6, 179 Elizabeth Street Sydney NSW 2000 Australia
Tel (02) 9394 1010 Fax (02) 9394 1011
www.bwslawyers.com.au

Ref: KSW/GDS/024230

THIS CALL OPTION DEED is made the 28th day of June 2007

BETWEEN:	**RAYHAZOURI NOMINEES PTY LIMITED A.C.N. 091 525 496** c/- Unit 401, 61 Macquarie Street, Sydney in the State of New South Wales
AND:	**NAJIBE IBRAHIM** c/- Hall Chadwick, Level 29, 31 Market Street, Sydney in New South Wales

RECITALS:

A. The Vendor is the registered owner of the Shares.

B. The Vendor is currently indebted to the Grantee for the Loan Amount.

C. The Vendor has agreed to grant the Call Option to the Grantee on the terms and conditions contained in this deed.

NOW THIS DEED WITNESSES:

1. Definitions and Interpretation

(a) In this deed including the recitals the following expressions shall have the following meanings unless inconsistent with the context:

"Call Option" means the call option granted by the Vendor pursuant to clause 2 of this deed;

"Call Option Fee" means the sum of ten dollars ($10.00);

"Call Option Notice" means a notice given by the Grantee to the Vendor in the form annexed hereto and marked "A";

"Call Option Period" means the period:

(i) commencing on the date of this deed; and

(ii) expiring on the date which is twelve (12) months from the date of this deed;

"Commencement Date" means the date of this deed;

"Company" means HiTech Group Australia Limited A.C.N. 062 067 878;

"Exercise Date" means the date the Call Option is exercised pursuant to clause 2;

"Grantee" means Najibe Ibrahim;

"Loan Amount" means one hundred and ninety four thousand three hundred and eighty four dollars ($194,384.00);

"Nominee" has the meaning set out in clause 6 of this deed;

"Price" means one hundred and ninety four thousand three hundred and eighty four dollars ($194,384.00);

"Shares" means 6,000,000 ordinary shares issued in the capital of the Company;

"Vendor" means RayHazouri Nominees Pty Limited A.C.N. 091 525 496.

(b) In this deed unless the context otherwise indicates:

(1) references to any party to this deed shall include the executors administrators and successors of that party;

(2) references to a clause or schedule or other annexure shall be construed as references to a clause of or schedule or annexure to this deed and references to this deed shall include its schedules and any annexures;

(3) references to (or to any specified provision of) this deed or another deed or document shall be construed as references to (that provision of) this deed or that other deed or document as amended or substituted with the deed of the relevant parties and in force at any relevant time;

(4) references to any statute, ordinance or other law shall include all regulations and other instruments there under and all consolidations, amendments, re-enactments or replacements thereof;

(5) words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders and references to a person shall be construed as references to an individual, firm, body corporate, association (whether incorporated or not), governmental and local authority or agency.

(6) where any word or phrase is given a defined meaning in this deed, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning.

(7) headings included in this deed are for convenience only and shall be disregarded in the construction of this deed.

2. The Call Option

(1) In consideration of the Call Option Fee paid by the Grantee to the Vendor (the receipt of which is acknowledged) the Vendor hereby grants to the Grantee the right to purchase the Shares for the Price subject to the terms and conditions specified in this deed.

(2) Subject to clause 2(3) of this deed, the Grantee may exercise the Call Option within the Call Option Period by delivery to the Vendor or the Vendor's Solicitor of:

(a) a written notice of exercise of the Call Option substantially in the form of the Call Option Notice and signed by the Grantee;

(b) if the benefit of the Call Option shall have been assigned, the notice of exercise of the Call Option and notice of assignment of the Call Option shall also be delivered at the time of exercise of the Call Option, unless these documents have been given to the Vendor beforehand.

(3) The exercise of the Call Option shall create a binding agreement between the Vendor and the Grantee for the transfer of the Shares subject to the terms and conditions set out

{KSW/KSW0138:1}

in this deed and shall be deemed to have been entered into on the date of exercise of the Call Option.

(4) If the Option is exercised, within the Call Option Period:

(a) the Vendor must deliver to the Grantee:

(i) a transfer of the Shares in registrable form (save for the payment of applicable stamp duty);

(ii) any share certificate or evidence of title to the Shares;

(iii) any waiver, consent, discharge of mortgage or other encumbrance, or other document which the Grantee may reasonably require to obtain a good title to the Shares, including any power of attorney which any document required to be delivered under this deed has been signed or executed, and to enable the Grantee to procure the registration of the Shares in the name of the Grantee.

(5) If the Call Option is not exercised, the Call Option Fee belongs to the Vendor, absolutely.

3. Set Off

(1) Upon the Call Option being exercised by the Grantee, the obligation of the Grantee to pay the Price for the Shares shall be set off against the Vendor's obligation to pay the Loan Amount.

(2) Subject to the set off described in clause 3(1), the parties unconditionally release each other from all claims, whether known or unknown, which either party now has or would, could or might at any time in the future have upon or against the other party arising out of or in any way connected with the Price or the Loan Amount, any legal proceedings, duty, obligation, contract, arrangement or understanding instituted, existing, made or entered into between the Grantee and the Vendor, up to and including the Exercise Date.

4. Assurance

Each party to this deed will upon request by any other party to this deed, execute, sign and deliver all documents and do all things necessary or appropriate for giving effect to the transactions contemplated by this deed.

5. Assignment

(1) The Grantee shall be entitled to assign the benefit of the Call Option to any person (the "Assignee").

(2) The Grantee must give notice to the Vendor of any assignment of the Call Option, after the assignment has been made.

(3) The Assignee shall be entitled to exercise the Call Option in place of the Grantee.

(4) If the Assignee exercises the Call Option:

(a) the Assignee must perform the obligations on the part of the Grantee contained in this deed in place of the Grantee;

(b) the Assignee must perform the obligations of the purchaser under the Agreement which came into existence upon exercise of the Call Option, in place of the Grantee.

(c) The Grantee does not have any obligation to the Vendor under this deed or pursuant to the Agreement which came into existence upon the exercise of the Call Option.

6. Nomination

(1) The Grantee shall be entitled to nominate another party ("the Nominee") as the person entitled to exercise the Call Option in place of the Grantee, provided always that the proposed Nominee is approved by the Company prior to any nomination.

(2) The Grantee must give notice to the Company of any nomination of a Nominee as the party entitled to exercise the Call Option in place of the Grantee.

(3) The Nominee shall be entitled to exercise the Call Option in place of the Grantee.

(4) If the Nominee exercises the Call Option the Nominee must perform the obligations on the part of the Grantee contained in this deed in place of the Grantee.

7. Stamp Duty

The Grantee:

(1) must pay any stamp, transaction or registration duty imposed by any governmental agency in respect of this Deed, the Agreement or any agreement or document entered into or signed under this Deed; and

(2) indemnifies the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to any duty imposed by any governmental agency.

8. Non Merger

The provisions of this Call Option deed shall not merge upon the exercise of the Call Option.

{KSW/KSW0138:1}

9. General

(1) This deed is governed by the law in force in New South Wales.

(2) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

(3) Without preventing any other mode of service, any document in an action including, without limitation, any writ of summons or other originating process or any third or other party notice may be served on a party by being delivered to or left for that party at its address for service of notices under clause 9(4).

(4) A notice, approval, consent or other communication in connection with this deed:

(a) must be in writing unless expressly specified otherwise; and

(b) must be left at or sent by prepaid ordinary post to the address of the addressee which is specified on page 1 of this deed in the case of the parties to this deed.

(5) Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

(6) A letter is taken to be received on the third day after posting.

(7) Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this deed is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

(8) A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise. In considering requests for its approval or consent a party must act with reasonable expedition.

(9) A party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, body or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

(10) A provision of or a right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

(11) This deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

{KSW/KSW0138:1}

+ See chapter 19 for defined terms.

EXECUTED by the parties as a deed.

EXECUTED by **RAYHAZOURI NOMINEES PTY LIMITED** **A.C.N. 091 525 496** pursuant to Section 127 of the Corporations Act, 2001 in the presence of:	))))))	.... Director
.... Secretary		
SIGNED SEALED AND DELIVERED by **NAJIBE IBRAHIM** in the presence of:	))))	.... Najibe Ibrahim
.... Witness		

"A"

CALL OPTION NOTICE

TO: RayHazouri Nominees Pty Limited
("the Vendor")

FROM: Najibe Ibrahim
("the Grantee")

RE: SHARES IN HITECH GROUP AUSTRALIA LIMITED A.C.N. 062 067 878

Pursuant to the Call Option Deed dated between the Vendor and the Grantee ("the Deed"), the Grantee has a Call Option (as defined in the Deed) in respect of the Shares (as defined in the Deed).

The Grantee hereby gives notice pursuant to the Deed that the Grantee exercises the Call Option in respect of the Specified Proportion of the Shares and requires the Vendor to sell the Specified Proportion of the Shares to the Grantee in accordance with the Deed.

For the purposes of this document "Specified Proportion" means shares.

DATED this day of

SIGNED SEALED AND DELIVERED by)
)
NAJIBE IBRAHIM)

....
Najibe Ibrahim

{KSW/KSW0138:1}

Annexure B to Appendix 3Y

This is Annexure B of 10 pages referred to in Appendix 3Y signed by me and dated 28 June 2007.

____
Raymond Hazouri
Director

RAYHAZOURI NOMINEES PTY LIMITED

A.C.N. 091 525 496

AND

MAURICE SALEM

DEED OF CALL OPTION

BROWN WRIGHT STEIN

BROWN WRIGHT STEIN

Lawyers

Level 6, 179 Elizabeth Street Sydney NSW 2000 Australia
Tel (02) 9394 1010 Fax (02) 9394 1011
www.bwslawyers.com.au

Ref: KSW/GDS/024230

THIS CALL OPTION DEED is made the 28th day of June 2007

BETWEEN:	**RAYHAZOURI NOMINEES PTY LIMITED A.C.N. 091 525 496** c/- Unit 401, 61 Macquarie Street, Sydney in the State of New South Wales
AND:	**MAURICE SALEM** c/- 63 Parkes Street, West Ryde in New South Wales

RECITALS:

A. The Vendor is the registered owner of the Shares.

B. The Vendor is currently indebted to the Grantee for the Loan Amount.

C. The Vendor has agreed to grant the Call Option to the Grantee on the terms and conditions contained in this deed.

NOW THIS DEED WITNESSES:

1. Definitions and Interpretation

1.1 In this deed including the recitals the following expressions shall have the following meanings unless inconsistent with the context:

"Call Option" means the call option granted by the Vendor to the Grantee pursuant to clause 2 of this deed;

"Call Option Fee" means the sum of ten dollars ($10.00);

"Call Option Notice" means a notice given by the Grantee to the Vendor in the form annexed hereto and marked "A";

"Call Option Period" means the period:

(i) commencing on the date of this deed; and

(ii) expiring on the date which is twelve (12) months from the date of this deed;

"Commencement Date" means the date of this deed;

"Company" means Hitech Group Australia Limited A.C.N. 062 067 878;

"Exercise Date" means the date the Call Option is exercised pursuant to clause 2;

"Grantee" means Maurice Salem;

"Loan Amount" means two hundred and seventy five thousand dollars ($275,000.00);

"Nominee" has the meaning set out in clause 6 of this deed;

"Price" means two hundred thousand dollars ($200,000.00);

"Shares" means 6,000,000 ordinary shares issued in the capital of the Company;

"Vendor" means RayHazouri Nominees Pty Limited A.C.N. 091 525 496.

1.2 In this deed unless the context otherwise indicates:

(1) references to any party to this deed shall include the executors administrators and successors of that party;

(2) references to a clause or schedule or other annexure shall be construed as references to a clause of or schedule or annexure to this deed and references to this deed shall include its schedules and any annexures;

(3) references to (or to any specified provision of) this deed or another deed or document shall be construed as references to (that provision of) this deed or that other deed or document as amended or substituted with the deed of the relevant parties and in force at any relevant time;

(4) references to any statute, ordinance or other law shall include all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;

(5) words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders and references to a person shall be construed as references to an individual, firm, body corporate, association (whether incorporated or not), governmental and local authority or agency.

(6) where any word or phrase is given a defined meaning in this deed, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning.

(7) headings included in this deed are for convenience only and shall be disregarded in the construction of this deed.

2. The Call Option

(1) In consideration of the Call Option Fee paid by the Grantee to the Vendor (the receipt of which is acknowledged) the Vendor hereby grants to the Grantee the right to acquire the Shares for the Consideration and subject to the terms and conditions specified in this deed.

(2) Subject to clause 2(3) of this deed, the Grantee may exercise the Call Option within the Call Option Period by delivery to the Vendor of:

(a) a written notice of exercise of the Call Option substantially in the form of the Call Option Notice and signed by the Grantee;

(b) if the benefit of the Call Option shall have been assigned, the notice of exercise of the Call Option and notice of assignment of the Call Option shall also be delivered at the time of exercise of the Call Option, unless these documents have been given to the Vendor beforehand.

(3) The exercise of the Call Option shall create a binding agreement between the Vendor and the Grantee for the sale of the Shares subject to the terms and conditions set out in

this deed and shall be deemed to have been entered into on the date of exercise of the Call Option.

(4) If the Option is exercised, within the Call Option Period:

(a) the Vendor must deliver to the Grantee:

(i) a transfer of the Shares in registrable form (save for the payment of applicable stamp duty);

(ii) any share certificate or evidence of title to the Shares;

(iii) any waiver, consent, discharge of mortgage or other encumbrance, or other document which the Grantee may reasonably require to obtain a good title to the Shares, including any power of attorney which any document required to be delivered under this deed has been signed or executed, and to enable the Grantee to procure the registration of the Shares in the name of the Grantee.

(5) If the Call Option is not exercised, the Call Option Fee belongs to the Vendor, absolutely.

3. Set Off

(1) Upon the Call Option being exercised by the Grantee, the obligation of the Grantee to pay the Price for the Shares shall be set off against the Vendor's obligation to pay the Loan Amount.

(2) Subject to the set off described in clause 3(1), the parties unconditionally release each other from all claims, whether known or unknown, which either party now has or would, could or might at any time in the future have upon or against the other party arising out of or in any way connected with the Price or the Loan Amount, any legal proceedings, duty, obligation, contract, arrangement or understanding instituted, existing, made or entered into between the Grantee and the Vendor, up to and including the Exercise Date.

4. Assurance

Each party to this deed will upon request by any other party to this deed, execute, sign and deliver all documents and do all things necessary or appropriate for giving effect to the transactions contemplated by this deed.

5. Assignment

(1) The Grantee shall be entitled to assign the benefit of the Call Option to any person (the "Assignee").

(2) The Grantee must give notice to the Vendor of any assignment of the Call Option, after the assignment has been made.

(3) The Assignee shall be entitled to exercise the Call Option in place of the Grantee.

(4) If the Assignee exercises the Call Option:

(a) the Assignee must perform the obligations on the part of the Grantee contained in this deed in place of the Grantee;

(b) the Assignee must perform the obligations of the purchaser under the Agreement which came into existence upon exercise of the Call Option, in place of the Grantee.

(c) The Grantee does not have any obligation to the Vendor under this deed or pursuant to the Agreement which came into existence upon the exercise of the Call Option.

6. Nomination

(1) The Grantee shall be entitled to nominate another party ("the Nominee") as the person entitled to exercise the Call Option in place of the Grantee, provided always that the proposed Nominee is approved by the Company prior to any nomination.

(2) The Grantee must give notice to the Company of any nomination of a Nominee as the party entitled to exercise the Call Option in place of the Grantee.

(3) The Nominee shall be entitled to exercise the Call Option in place of the Grantee.

(4) If the Nominee exercises the Call Option the Nominee must perform the obligations on the part of the Grantee contained in this deed in place of the Grantee.

7. Stamp Duty

The Grantee:

(1) must pay any stamp, transaction or registration duty imposed by any governmental agency in respect of this Deed, the Agreement or any agreement or document entered into or signed under this Deed; and

(2) indemnifies the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to any duty imposed by any governmental agency.

8. Non Merger

The provisions of this Call Option deed shall not merge upon the exercise of the Call Option.

9. General

(1) This deed is governed by the law in force in New South Wales.

(2) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

(3) Without preventing any other mode of service, any document in an action including, without limitation, any writ of summons or other originating process or any third or other party notice may be served on a party by being delivered to or left for that party at its address for service of notices under clause 9(4).

(4) A notice, approval, consent or other communication in connection with this deed:

(a) must be in writing unless expressly specified otherwise; and

(b) must be left at or sent by prepaid ordinary post to the address of the addressee which is specified on page 1 of this deed in the case of the parties to this deed.

(5) Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

(6) A letter is taken to be received on the third day after posting.

(7) Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this deed is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

(8) A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise. In considering requests for its approval or consent a party must act with reasonable expedition.

(9) A party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, body or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

(10) A provision of or a right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

(11) This deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

EXECUTED by the parties as a deed.

EXECUTED by)
RAYHAZOURI NOMINEES PTY LIMITED)
A.C.N. 091 525 496)
pursuant to Section 127 of the)
Corporations Act, 2001)
in the presence of:)

Director

Secretary

SIGNED SEALED AND DELIVERED by)
)
MAURICE SALEM)
in the presence of:)

Maurice Salem

Witness

"A"

CALL OPTION NOTICE

TO: RayHazouri Nominees Pty Limited
("the Vendor")

FROM: Maurice Salem
("the Grantee")

RE: SHARES IN HITECH GROUP AUSTRALIA LIMITED A.C.N. 062 067 878

Pursuant to the Call Option Deed dated between the Vendor and the Grantee ("the Deed"), the Grantee has a Call Option (as defined in the Deed) in respect of the Shares (as defined in the Deed).

The Grantee hereby gives notice pursuant to the Deed that the Grantee exercises the Call Option in respect of the Specified Proportion of the Shares and requires the Vendor to sell the Specified Proportion of the Shares to the Grantee in accordance with the Deed.

For the purposes of this document "Specified Proportion" means shares.

DATED this day of

SIGNED SEALED AND DELIVERED by)
)
MAURICE SALEM)

Maurice Salem

Annexure C to Appendix 3Y

This is Annexure C of 10 pages referred to in Appendix 3Y signed by me and dated 28 June 2007.

____
Raymond Hazouri
Director

RAYHAZOURI NOMINEES PTY LIMITED

A.C.N. 091 525 496

AND

SALEM HAZOURI

DEED OF CALL OPTION

BROWN
WRIGHT
STEIN

BROWN WRIGHT STEIN

Lawyers

Level 6, 179 Elizabeth Street Sydney NSW 2000 Australia
Tel (02) 9394 1010 Fax (02) 9394 1011
www.bwslawyers.com.au

Ref: KSW/GDS/024230

THIS CALL OPTION DEED is made the 28th day of June 2007

BETWEEN:	**RAYHAZOURI NOMINEES PTY LIMITED A.C.N. 091 525 496** c/- Unit 401, 61 Macquarie Street, Sydney in the State of New South Wales
AND:	**SALEM HAZOURI** c/- PO Box R182 Royal Exchange in the State of New South Wales

RECITALS:

A. The Vendor is the registered owner of the Shares.

B. The Vendor is currently indebted to the Grantee for the Loan Amount.

C. The Vendor has agreed to grant the Call Option to the Grantee on the terms and conditions contained in this deed.

NOW THIS DEED WITNESSES:

1. Definitions and Interpretation

1.1 In this deed including the recitals the following expressions shall have the following meanings unless inconsistent with the context:

"Call Option" means the call option granted by the Vendor pursuant to clause 2 of this deed;

"Call Option Fee" means the sum of ten dollars ($10.00);

"Call Option Notice" means a notice given by the Grantee to the Vendor in the form annexed hereto and marked "A";

"Call Option Period" means the period:

(i) commencing on the date of this deed; and

(ii) expiring on the date which is twelve (12) months from the date of this deed;

"Commencement Date" means the date of this deed;

"Company" means Hitech Group Australia Limited A.C.N. 062 067 878;

"Exercise Date" means the date the Call Option is exercised pursuant to clause 2;

"Grantee" means Salem Hazouri;

"Loan Amount" means five hundred thousand dollars ($500,000.00);

"Nominee" has the meaning set out in clause 6 of this deed;

"Price" means one hundred and twenty five thousand dollars ($125,000.00);

"Set Off Amount" means one hundred and twenty five thousand dollars ($125,000.00);

"Shares" means 3,450,000 ordinary shares issued in the capital of the Company;

"Vendor" means RayHazouri Nominees Pty Limited A.C.N. 091 525 496.

1.2 In this deed unless the context otherwise indicates:

(1) references to any party to this deed shall include the executors administrators and successors of that party;

(2) references to a clause or schedule or other annexure shall be construed as references to a clause of or schedule or annexure to this deed and references to this deed shall include its schedules and any annexures;

(3) references to (or to any specified provision of) this deed or another deed or document shall be construed as references to (that provision of) this deed or that other deed or document as amended or substituted with the deed of the relevant parties and in force at any relevant time;

(4) references to any statute, ordinance or other law shall include all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;

(5) words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders and references to a person shall be construed as references to an individual, firm, body corporate, association (whether incorporated or not), governmental and local authority or agency.

(6) where any word or phrase is given a defined meaning in this deed, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning.

(7) headings included in this deed are for convenience only and shall be disregarded in the construction of this deed.

2. The Call Option

(1) In consideration of the Call Option Fee paid by the Grantee to the Vendor (the receipt of which is acknowledged) the Vendor hereby grants to the Grantee the right to purchase the Shares for the Price subject to the terms and conditions specified in this deed.

(2) Subject to clause 2(3) of this deed, the Grantee may exercise the Call Option within the Call Option Period by delivery to the Vendor or the Vendor's Solicitor of:

(a) a written notice of exercise of the Call Option substantially in the form of the Call Option Notice and signed by the Grantee;

(b) if the benefit of the Call Option shall have been assigned, the notice of exercise of the Call Option and notice of assignment of the Call Option shall also be delivered at the time of exercise of the Call Option, unless these documents have been given to the Vendor beforehand.

(3) The exercise of the Call Option shall create a binding agreement between the Vendor and the Grantee for the transfer of the Shares subject to the terms and conditions set out in this deed and shall be deemed to have been entered into on the date of exercise of the Call Option.

(4) If the Option is exercised, within the Call Option Period:

(a) the Vendor must deliver to the Grantee:

(i) a transfer of the Shares in registrable form (save for the payment of applicable stamp duty);

(ii) any share certificate or evidence of title to the Shares;

(iii) any waiver, consent, discharge of mortgage or other encumbrance, or other document which the Grantee may reasonably require to obtain a good title to the Shares, including any power of attorney which any document required to be delivered under this deed has been signed or executed, and to enable the Grantee to procure the registration of the Shares in the name of the Grantee.

(5) If the Call Option is not exercised, the Call Option Fee belongs to the Vendor, absolutely.

3. Set Off

(1) Upon the Call Option being exercised by the Grantee, the obligation of the Grantee to pay the Price for the Shares shall be set off against the Vendor's obligation to pay the Loan Amount to the extent of the Set Off Amount.

(2) Subject to the set off described in clause 3(1), the parties unconditionally release each other from all claims, whether known or unknown, which either party now has or would, could or might at any time in the future have upon or against the other party arising out of or in any way connected with the Price or the Set Off Amount, any legal proceedings, duty, obligation, contract, arrangement or understanding instituted, existing, made or entered into between the Grantee and the Vendor, up to and including the Exercise Date.

4. Assurance

Each party to this deed will upon request by any other party to this deed, execute, sign and deliver all documents and do all things necessary or appropriate for giving effect to the transactions contemplated by this deed.

5. Assignment

(1) The Grantee shall be entitled to assign the benefit of the Call Option to any person (the "Assignee").

(2) The Grantee must give notice to the Vendor of any assignment of the Call Option, after the assignment has been made.

(3) The Assignee shall be entitled to exercise the Call Option in place of the Grantee.

(4) If the Assignee exercises the Call Option:

(a) the Assignee must perform the obligations on the part of the Grantee contained in this deed in place of the Grantee;

(b) the Assignee must perform the obligations of the purchaser under the Agreement which came into existence upon exercise of the Call Option, in place of the Grantee.

(c) The Grantee does not have any obligation to the Vendor under this deed or pursuant to the Agreement which came into existence upon the exercise of the Call Option.

6. Nomination

(1) The Grantee shall be entitled to nominate another party ("the Nominee") as the person entitled to exercise the Call Option in place of the Grantee, provided always that the proposed Nominee is approved by the Company prior to any nomination.

(2) The Grantee must give notice to the Company of any nomination of a Nominee as the party entitled to exercise the Call Option in place of the Grantee.

(3) The Nominee shall be entitled to exercise the Call Option in place of the Grantee.

(4) If the Nominee exercises the Call Option the Nominee must perform the obligations on the part of the Grantee contained in this deed in place of the Grantee.

7. Stamp Duty

The Grantee:

(1) must pay any stamp, transaction or registration duty imposed by any governmental agency in respect of this Deed, the Agreement or any agreement or document entered into or signed under this Deed; and

(2) indemnifies the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to any duty imposed by any governmental agency.

8. Non Merger

The provisions of this Call Option deed shall not merge upon the exercise of the Call Option.

9. General

(1) This deed is governed by the law in force in New South Wales.

(2) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts, to claim that the action

has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

(3) Without preventing any other mode of service, any document in an action including, without limitation, any writ of summons or other originating process or any third or other party notice may be served on a party by being delivered to or left for that party at its address for service of notices under clause 9(4).

(4) A notice, approval, consent or other communication in connection with this deed:

(a) must be in writing unless expressly specified otherwise; and

(b) must be left at or sent by prepaid ordinary post to the address of the addressee which is specified on page 1 of this deed in the case of the parties to this deed.

(5) Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

(6) A letter is taken to be received on the third day after posting.

(7) Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this deed is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

(8) A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise. In considering requests for its approval or consent a party must act with reasonable expedition.

(9) A party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, body or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

(10) A provision of or a right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

(11) This deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

EXECUTED by the parties as a deed.

EXECUTED by)
RAYHAZOURI NOMINEES PTY LIMITED)
A.C.N. 091 525 496)
pursuant to Section 127 of the)
Corporations Act, 2001)
in the presence of:)

Director

Secretary

SIGNED SEALED AND DELIVERED by)
)
SALEM HAZOURI)
in the presence of:

Salem Hazouri

Witness

"A"

CALL OPTION NOTICE

TO: RayHazouri Nominees Pty Limited

FROM: Salem Hazouri
("the Grantee")

RE: SHARES IN HITECH GROUP AUSTRALIA LIMITED A.C.N. 062 067 878

Pursuant to the Call Option Deed dated between the Vendor and the Grantee ("the Deed"), the Grantee has a Call Option (as defined in the Deed) in respect of the Shares (as defined in the Deed).

The Grantee hereby gives notice pursuant to the Deed that the Grantee exercises the Call Option in respect of the Specified Proportion of the Shares and requires the Vendor to sell the Specified Proportion of the Shares to the Grantee in accordance with the Deed.

For the purposes of this document "Specified Proportion" means shares.

DATED this day of

SIGNED SEALED AND DELIVERED by)
)
SALEM HAZOURI) ....

Salem Hazouri