

DEED OF TRUST OF TE RUNANGA O NGATI TAMA CHARITABLE TRUST

BETWEEN

TRUSTEES OF TE RUNANGA O NGATI TAMA
THE SETTLOR

AND

NGATI TAMA CUSTODIAN TRUSTEE LIMITED (1235683)
THE TRUSTEE

DATE:

Govett Quilliam
THE LAWYERS

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DATE

PARTIES

BETWEEN TRUSTEES OF TE RUNANGA O NGATI TAMA ("The Settlor")

AND NGATI TAMA CUSTODIAN TRUSTEE LIMITED a duly incorporated company having its registered office in New Plymouth ("The Trustee")

BACKGROUND

- A. The Settlor has recognised the need for the creation of a subsidiary trust with charitable status for the purpose of receiving assets on behalf of Te Runanga o Ngati Tama, as required by the Taranaki Iwi Māori Trust Board as a condition of its disestablishment, in addition to other purposes described in clause 4 of this Deed.
- B. The Settlor considers it desirable to establish a principal subsidiary trust under clause 12.1.1 of the Original Declaration of Trust for the purposes set out in this Deed.
- C. The beneficiaries of this Charitable Trust will precisely mirror those entitled to receive a distribution from Te Runanga o Ngati Tama, as required under clause 12.1.5 of the Original Declaration of Trust.
- D. The Trustee shall be wholly owned, operated and managed by Te Runanga o Ngati Tama and is prepared to act as trustee of the Trust Fund. For the avoidance of doubt, the rules relating to subsidiaries set out in clause 12 of the Original Declaration of Trust shall apply to this Trust.
- E. By way of initial gift to the Trustees to establish the Trust, the Settlor has paid the sum of \$10 to the Trustees on the date of execution of this Deed ("Nominal Settlement").

OPERATIVE CLAUSES

1. INTERPRETATION

In this deed unless the context indicates otherwise:

1.1 Definitions

"Balance Date" means 31 March or any other date adopted from time to time by the Trustees as the end of the Trust's Financial Year;

"Concessionary Provisions" means sections CW 41 (Charities: non-business income), CW 42 (Charities: business income), CX 25 (Benefits provided by charitable organisations), DB 41 (Charitable or other public benefit gifts by company) and DV 12 (Maori authorities: donations) and subpart LD (Tax credits for gifts and donations) of the Income Tax Act 2007; and, if the Trustees are registered under the Goods and Services Tax Act 1985, the provisions of that Act relating to non-profit bodies, as defined in section 2(1) of that Act;

"Deed of Settlement" means the Deed of Settlement between Ngati Tama and the Crown dated 20 December 2001;

"Financial Year" means any year or other accounting period ending on the Balance Date;

“Ngati Tama Ancestor(s)” means an individual or individuals who, at any time after 1 January 1800 exercised customary rights within the Ngati Tama Iwi Rohe by virtue of his or her being descended from Whata, Rakaeiora or Tamaariki (who were on board the waka that arrived in Aotearoa);

“Ngati Tama Iwi” means and includes:

- (a) The iwi or collective group composed of individuals descended from a Ngati Tama Ancestor or Ancestors; and
 - (i) Every individual who is descended from a Ngati Tama Ancestor or Ancestors; and
 - (ii) Every individual who is recognised as Ngati Tama by customary adoption in accordance with Ngati Tama tikanga; and
- (b) Includes any family, whanau or group of individuals, composed of individuals referred to in (a)(i) and (a)(ii).

“Ngati Tama Iwi Rohe” means the Area of Interest as that term is defined in the Deed of Settlement between Ngati Tama and the Crown dated 20 December 2001;

“Objects” means the objects defined in clause 4.1.1 to 4.1.4 in this Deed;

“Original Declaration of Trust” means the deed establishing Te Runanga o Ngati Tama dated 20 January 2003 and includes any variations made to such deed;

“Property” means real or personal property of any kind and includes any right or interest in such property and any thing in action;

“Secretary” means any person appointed by the trustees of Te Runanga o Ngati Tama to perform general secretarial and administrative functions as defined in the Original Declaration of Trust;

“Te Runanga o Ngati Tama” means the trust created by the original Declaration of Trust dated 20 January 2003;

“Trust” means **Te Runanga o Ngati Tama Charitable Trust** being the trust created by this deed;

“Trust Fund” means any Property, which may be paid to or held under the control of or vested in or acquired by the Trustees for the Trust from any source on or after the date of this deed and whether by way of gift, bequest, devise, purchase, exchange or otherwise; and

“Trustee or Trustees” means the trustee or trustees for the time being of the Trust and, where the trustees of the Trust have incorporated as a board under the Charitable Trusts Act 1957, either the trustees acting as a board or the trustee or trustees for the time being constituting the board, as the context requires;

1.2 **Clauses:** references to clauses are references to this deed’s clauses;

1.3 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning in the whole of this deed including the background;

1.4 **Gender:** references to one gender include the other gender;

- 1.5 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect this deed's interpretation;
- 1.6 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.7 **No Limitation:** references to anything of a particular nature either before or after a general statement do not limit the general statement unless the context requires;
- 1.8 **Parties:** references to parties are references to parties to this deed;
- 1.9 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.10 **Plural and Singular:** singular words include the plural and vice versa; and
- 1.11 **Statutes and Regulations:** references to any statutory provision include any statutory provision, which amends or replaces it, and any subordinate legislation made under it.

2. SETTLEMENT OF NOMINAL SETTLEMENT AND DIRECTION AND ACKNOWLEDGEMENT OF TRUST

- 2.1 The Settlor will pay the Nominal Settlement to the Trustee (the receipt of which is hereby acknowledged) immediately following the date of this Deed.
- 2.2 The Settlor directs the Trustee to, and the Trustee acknowledges that the Trustee has been directed to and will, hold the Nominal Settlement and other Property in the Trust Fund upon the trusts and with the powers set out in this Deed.
- 2.3 The Trustee will seek further funding from appropriate sources in order to advance the Objects including the distribution contemplated upon the disestablishment of the Taranaki Iwi Maori Trust Board.

3. NAME OF TRUST

- 3.1 **Name of the Trust:** the name of the trust is **Te Runanga o Ngati Tama Charitable Trust.**

4. PURPOSES OF TRUST

- 4.1 **Exclusively Charitable Purposes:** The Settlor declares that the Trust is a trust exclusively for charitable purposes and directs that the Trust Fund must be applied and used exclusively by the Trustees for such objects as the Trustees think fit exclusively for or towards any one or more of the following exclusively charitable purposes, which are declared to be the purposes of the Trust, namely:
- 4.1.1 **First Object:** the relief of poverty within Ngati Tama Iwi;
- 4.1.2 **Second Object:** advancement of education within Ngati Tama Iwi;
- 4.1.3 **Third Object:** the advancement of any other purposes beneficial to Ngati Tama Iwi communities; and the advancement of any other purposes that are charitable under the law of New Zealand; and

- 4.1.4 **Incidental Matters:** all things incidental to the charitable purposes described in this clause 4.1.
- 4.2 **Change in Law:** If, because of any change in the law brought about by the enactment of new legislation and/or the amendment or repeal of existing legislation, or by any change in the official interpretation or official application of any such legislation, it is at any time necessary to amend the terms of this deed in order to achieve and/or preserve the availability of any concession in relation to the Trust under any of the Concessionary Provisions, which would otherwise be available were it not for the change in the law, then, despite clause 14, the terms of this deed will at that time be deemed to be amended to the extent necessary.
- 4.3 **No Limitation:** None of the purposes of the Trust will be:
- 4.3.1 **Limited or Restricted:** in any way limited or restricted by reference to or inference from the terms of any other clause or the name of the Trust, except where the context specifically or expressly requires it; and
- 4.3.2 **Subsidiary or Ancillary:** treated as subsidiary or ancillary to any other purpose of the Trust.
- 4.4 **Purposes Independent:** The Trustee is empowered to carry out any one or more of the purposes of the Trust independently of any other purpose of the Trust.
- 4.5 **New Zealand Purposes Only:** All of the purposes of the Trust must be pursued exclusively within New Zealand.

5. REGISTRATION

- 5.1 The Trustee will apply to register this Deed with Charities Services in accordance with the Charities Act 2005 and having regard to application of the Income Tax Act 2007.
- 5.2 The Trustee will take all steps reasonably available to it to ensure that the Trust is registered, remains registered and complies with all requirements of the Charities Act 2005 necessary to ensure continued charitable status under that Act and the Income Tax Act 2007 unless there is an amendment to that Act or other relevant legislation that means that the charitable tax status of the Trust does not depend on compliance with the Charities Act 2005.

6. POWERS OF TRUSTEES

- 6.1 **Promotion of Purposes:** The Trustee, in connection with the Trust, will only promote the exclusively charitable purposes of the Trust described in clause 4.
- 6.2 **Extent of Trustee's Powers:** In particular and in addition to all other powers conferred by law, but subject to the restrictions contained in this deed:
- 6.2.1 **Powers:** the Trustee will have the same powers as if it were the beneficial owner of the Trust Fund; and
- 6.2.2 **Powers Not Limited:** the Trustee's powers will not be limited or restricted by any principle of construction or rule of law or statutory power or provision except to the extent that it is obligatory.

6.2.3 **Status of Powers:** None of the powers or authorities conferred on the Trustee by this clause or otherwise will be deemed subsidiary or ancillary to any other power or authority. The Trustee may exercise any of those powers and authorities independently of any other power or authority. If there is any ambiguity, this provision will be construed so as to widen and not restrict the Trustee's powers provided that at no time shall this provision be construed so as to prevent the availability of any concession in relation to the Trust under any of the Concessionary Provisions, which would otherwise be available.

7. APPOINTMENT AND REMOVAL OF TRUSTEES

7.1 **Power of Appointment:** The power of appointment of replacement Trustees (or directors of any trustee company as the case may be) is vested in the trustees of Te Runanga o Ngati Tama in accordance with clause 12.2 of the Declaration of Trust who also has the following powers:

7.1.1 **Additional Trustees:** to appoint at any time or times an additional Trustee or additional Trustees;

7.1.2 **Reappoint:** to reappoint any retiring or retired Trustee as Trustee; or

7.1.3 **Self-Appoint:** to appoint that person, or any of them, to be a Trustee.

7.2 **Power of Removal:** The person having the powers of appointment under clause 7.1 also has the power to remove any Trustee.

7.3 **Eligibility of Trustees:** The following persons may not hold office as a Trustee:

7.3.1 **Youth:** an individual who is under the age of 18 years;

7.3.2 **Bankruptcy:** an individual who is an undischarged bankrupt or who is a discharged bankrupt but is prohibited by the Court from engaging in any form of business activity;

7.3.3 **Liquidation, Receivership or Statutory Management:** a company, incorporated society or any other body corporate:

(a) **Winding Up or Liquidation:** which is being wound up or has gone into liquidation;

(b) **Resolution to Appoint Liquidator:** in respect of which a resolution has been passed appointing a liquidator;

(c) **Order to Appoint Liquidator:** in respect of which an order has been applied for or made by the court appointing a liquidator;

(d) **Meeting to Appoint Liquidator:** in respect of which a meeting of shareholders or members has been called at which the appointment of a liquidator will be considered;

(e) **Receiver or Statutory Manager Appointed:** for which a receiver or statutory manager has been appointed in respect of all or any part of its assets; or

- (f) **Arrangement in Respect of Creditors:** which has made or entered into, or attempted to make or enter into, any compromise, assignment or other arrangement with or for the benefit of all or any class of its creditors;

7.3.4 Criminal Conviction or Sentence: a person who has been:

- (a) Crime **Involving Dishonesty:** convicted of any crime involving dishonesty, within the meaning of section 2(1) of the Crimes Act 1961, and sentenced for that crime within the last seven years; or
- (b) **Other Offences:** convicted of any offence punishable by a term of imprisonment of two or more years, or sentenced to imprisonment for any offence, unless that person has:
 - (i) **Pardon:** obtained a pardon; or
 - (ii) **Service of Sentence:** served, or otherwise suffered, the sentence imposed on that person;

provided that that person will not be disqualified from appointment as a Trustee, or may continue to hold office as a Trustee, but will be deemed to have taken leave of absence, until the expiry of the time for appealing against the conviction or sentence of imprisonment, and if there is an appeal against conviction or sentence, until the appeal has been determined;

7.3.5 **Disqualification from Company Positions:** a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, a company under the Companies Act 1993, the Financial Markets Conduct Act 2013 or the Takeovers Act 1993;

7.3.6 **Incapacity:** a person who is subject to a property order made under the Protection of Personal and Property Rights Act 1988 or whose Property is managed by a trustee corporation under section 32 of that Act; or

7.3.7 **Charities Act Order:** a person who is subject to an order made under section 31 of the Charities Act 2005 disqualifying the person from being an officer of a charitable entity.

7.4 **Ineligibility of Person Having Powers of Appointment:** If any person having the powers of appointment under clause 7.1 and removal under clause 7.2:

7.4.1 **Death or Dissolution:** dies or, in the case of a body corporate, is liquidated or otherwise dissolved; or

7.4.2 **Eligibility to be a Trustee:** is precluded from holding office as a Trustee under clause 7.3;

then the trustees of Te Runanga o Ngati Tama but excluding that precluded person if that person is also a trustee, will have the power to:

7.4.1 **Remove Power:** remove those powers of appointment and removal from that person; and

7.4.2 **Revest Power:** revest those powers of appointment and removal in another person who may or may not be a Trustee.

From the date of any such revesting, this clause 7.4 will apply to the person in whom the powers of appointment and removal are revested as if that person were originally named in clause 7.1.

- 7.5 **Term of Office:** A Trustee will cease to hold office if that Trustee:
- 7.5.1 **Resignation:** resigns in accordance with clause 8.2 of the Declaration of Trust by giving notice at any time in writing to the Secretary;
 - 7.5.2 **Ineligibility:** is precluded from holding office as a Trustee under clause 7.3;
 - 7.5.3 **Failure to Attend:** fails to attend a meeting of the Trustees for a period of 12 months;
 - 7.5.4 **Death:** dies while holding office as a Trustee; or
 - 7.5.5 **Removal:** is removed by the person having the power of removal of Trustees.
- 7.6 **Recording:** On every appointment, reappointment, removal or cessation of office of any Trustee, the Trustees must cause an entry to that effect to be recorded in the Trust's minute book.

8. ADMINISTRATION OF THE TRUST

- 8.1 The Trustee in its sole discretion will regulate the administration of the Trust, after taking into account the processes set out in the Original Declaration of Trust.
- 8.1.1 **Accounts and Audits:** The Trustee must ensure that:
 - 8.1.2 **Keep Records and Accounts:** full and correct records and accounts are kept of all their receipts, credits, payments, assets, liabilities, transactions and all other matters necessary for showing the true state and condition of the Trust Fund; and
 - 8.1.3 **Financial Statements:** financial statements are prepared as soon as practicable after the end of each Financial Year, those statements must include:
 - (a) **Financial Position:** a statement of financial position;
 - (b) **Financial Performance:** a statement of financial performance; and
 - (c) **Notes:** notes to those statements;giving a true and fair view of the financial position of the Trust Fund for that Financial Year and, if the Trustees so resolve, a chartered accountant appointed for the purpose by the Trustees will audit those financial statements; and
 - 8.1.4 **Change of Balance Date:** any change to the Balance Date for the Trust has been approved, if required, pursuant to section 41 of the Charities Act 2005 or otherwise.
- 8.2 **Execution of Documents:** All documents required to be executed by the Trustees will be deemed to be validly executed and binding if those documents have been signed in accordance with the Original Declaration of Trust.
- 8.3 **Preparation and Filing of Documents and Other Information:** The Trustee must cause to be prepared, and retained and/or filed with any relevant authority all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations, applications,

forms and other information required to be prepared or filed, pursuant to any revenue legislation, the Charities Act 2005 or otherwise, so as to achieve or preserve the availability of any concession in relation to the Trust under any of the Concessionary Provisions.

9. LIABILITY OF TRUSTEES

9.1 **Liability for Loss:** No Trustee will be liable for any loss to the Trust Fund arising from any act or omission of the Trustee unless it is attributable to that Trustee's own dishonesty or to the wilful commission or omission of any act known by that Trustee to be a breach of trust.

9.2 **Trusts Act 2019:** Subject to clause 9.1, despite:

9.2.1 **Section 30:** the provisions of section 30 of the Trusts Act 2019; and

9.2.2 **Professional Trustees:** the likelihood that the Trustees will from time to time include persons whose profession, employment or business is or includes acting as a trustee or investing money on behalf of others;

the care, diligence and skill to be exercised by those persons will not be that required by section 30 of the Trusts Act 2019 but will at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

9.3 **Proceedings:** No Trustee will be bound to take, or be liable for failure to take, any proceedings against any other Trustee or former Trustee for any breach or alleged breach of trust committed by that other Trustee or former Trustee.

9.4 **Receipt of Money:** Subject to clauses 9.1 and 9.2, a Trustee will be chargeable only for any money, which that Trustee has received. For the purposes of this clause, a Trustee is deemed to have received money even if not actually paid to that Trustee if that money has been credited in account, reinvested, accumulated, capitalised, carried to any reserve, sinking or insurance fund, or otherwise dealt with on that Trustee's behalf.

10. INDEMNIFICATION OF TRUSTEES

10.1 Each Trustee or former Trustee is entitled to be indemnified out of the Trust Fund against all actions, proceedings, claims, damages, losses, demands, calls, liabilities, costs (including legal costs) and expenses (together called "liabilities") suffered or incurred by that Trustee or former Trustee in connection with the Trust, except to the extent that those liabilities are due to:

10.1.1 **Dishonesty:** that Trustee's or former Trustee's own dishonesty or lack of good faith; or

10.1.2 **Wilful Breach of Trust:** that Trustee's or former Trustee's wilful commission or omission of an act known by that Trustee or former Trustee to be a breach of trust.

11. TRUSTEE REMUNERATION AND EXPENSES

11.1 **Professional Remuneration:** Subject to clause 11.3, any Trustee, or any director of the Trustee company, being a lawyer, accountant or other person engaged in any profession, business or trade is entitled to be paid all usual professional, business and trade charges for services provided by that person or that person's employee or partner in connection

with the Trust including acts, which a Trustee, not being in any profession, business or trade, could have done personally.

- 11.2 **General Remuneration:** Subject to clause 11.3, each Trustee is entitled to such remuneration for services provided as may be reasonable having regard to that Trustee's duties and responsibilities and to any remuneration paid to that Trustee in accordance with clause 11.1 for those services.
- 11.3 **Proviso:** Any payment to a Trustee referred to in clauses 11.1 and 11.2 is limited by clauses 12.2 and 12.3.
- 11.4 **Expenses:** Each Trustee is entitled to be indemnified against, and reimbursed for, all travelling, hotel and other expenses properly incurred in connection with the Trust.

12. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- 12.1 Any income, benefit or advantage will be applied to the charitable purposes of the Trust.
- 12.2 No trustee (or any of the directors of the Trustee, being a company in connection with the Trust), shall participate in or materially influence any decision made by the trustees in respect of any payments to, or on behalf of, that trustee of any income, benefit or advantage.
- 12.3 Any payments made must be for goods and services that advance the charitable purposes of the Trust and shall be reasonable and relative to payments which would be paid in an arm's length transaction (being the open market value).

13. RESTRICTIONS RELATING TO BUSINESS INCOME

- 13.1 **General Restrictions:** In any tax year, for the purposes of the Income Tax Act 2007, where any business, within the ambit and scope of that Act and in particular section CW 42 of that Act, is carried on by or for the benefit of the Trust:
- 13.1.1 **Tax Exempt Business Income:** the Trustee must not derive directly or indirectly from any such business any amount of income that is not exempt from income tax under section CW 42 of the Income Tax Act 2007; and
- 13.1.2 **Benefits/Advantages to Certain Persons:** within the ambit and scope of clauses 13.2 to 13.4, no person with some control over the business may direct or divert, to their own benefit or advantage, any amount derived from that business.
- 13.2 **Persons who may have Control:** For the purposes of clause 13.1.2, a person who may have some control over the business is a person who is, within the ambit and scope of section CW 42(5)–(7) of the Income Tax Act 2007:
- 13.2.1 **Settlor or Trustee:** a settlor or trustee of a trust carrying on the business or of a trust that is a shareholder in a company carrying on the business; or
- 13.2.2 **Director or Shareholder:** a director or shareholder of a company carrying on the business; or
- 13.2.3 **Associated Person:** a person associated with any person described in clauses 13.2.1 and 13.2.2.

13.3 **Relevant Benefits/Advantages:** For the purpose of clause 13.1.2, an amount is directed or diverted to the benefit or advantage of a person described in clause 13.2 if that person is given or receives from the business any benefit or advantage, whether or not convertible into money, within the ambit and scope of section CW 42(6)–(8) of the Income Tax Act 2007, or any income of a kind specified in and not excluded by those sub-sections.

13.4 **Control over the Business and Ability to Direct or Divert Amounts:** For the purpose of clause 13.1.2, a person described in clause 13.2 has some control over the business and is able to direct or divert amounts from the business to their own benefit or advantage if, by virtue of their position described in clause 13.2 and within the ambit and scope of section CW 42(5)–(8) of the Income Tax Act 2007, that person is, in any way, whether directly or indirectly, able to determine or materially influence in any way the determination of:

13.4.1 **Nature/Extent of Benefit/Advantage:** the nature or extent of any benefit, advantage or income described in clause 13.3; or

13.4.2 **Circumstances of Receipt:** the circumstances in which any benefit, advantage or income described in clause 13.3 is, or is to be, given or received.

14. MODIFICATION OF TRUST TERMS

14.1 The Trustee may from time to time by resolution modify or amend any term of this deed, but no modification may at any time be made that would:

14.2 **Charitable Purposes:** allow the Trust to operate other than for exclusively charitable purposes in New Zealand or to operate for private profit; or

14.3 **Concessionary Provisions:** affect the eligibility of the Trust for the benefit of any of the Concessionary Provisions, unless in relation to any such provision the Trustees have unanimously determined that eligibility for the benefit of that provision is not required in the best interests of pursuing the purposes of the Trust.

15. WINDING UP THE TRUST

15.1 **Resolution:** The Trustee, may wind up the Trust by a resolution of the board of directors with the unanimous approval of the trustees of Te Runanga o Ngati Tama (in accordance with clause 12.1.4 of the Original Declaration of Trust) by stating that the Trust need no longer continue.

15.2 **Surplus Property:** If, on the winding up of the Trust, any portion of the Trust Fund remains after satisfaction of all the debts and liabilities of the Trustees in connection with the Trust, none of that portion may be paid out or distributed other than for charitable purposes carried out exclusively within New Zealand. Alternatively, any surplus Property remaining after the winding up or dissolution of the Trust may be disposed of at the direction of a Judge of the High Court of New Zealand.

16. GOVERNING LAW

16.1 This deed is governed by New Zealand law. The Trustee submits to the non-exclusive jurisdiction of all courts having jurisdiction in New Zealand.

17. EXECUTION

17.1 This deed may be executed in any number of counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A party may enter this deed by signing any counterpart.

EXECUTED as a Deed

SIGNED by the said **AMOS WHITE**)
as a Trustee of Te Runanga)
o Ngati Tama)
as Settlor in the presence of:)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by the said **CONRAD TAHANA**)
O'CARROLL as a Trustee of Te)
Runanga o Ngati Tama)
as Settlor in the presence of:)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by the said **FRANCES KAY**)
WHITE as a Trustee of Te Runanga)
o Ngati Tama)
as Settlor in the presence of:)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by the said)
as a Trustee of Te Runanga)
o Ngati Tama)
as Settlor in the presence of:)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by the said **LARRY WARREN**)
CROW as a Trustee of Te Runanga)
o Ngati Tama)
as Settlor in the presence of:)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by the said **PATRICIA O'CARROLL as a Trustee of Te Runanga o Ngati Tama** as Settlor in the presence of:

)
)
)
)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED by the said **PAUL DOUGLAS SILICH as a Trustee of Te Runanga o Ngati Tama** as Settlor in the presence of:

)
)
)
)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED for and on behalf of **Ngati Tama Custodian Trustee Limited** as a Trustee in the presence of:

)
)
)
)

Director

Director

AMT-288251-42-42-1