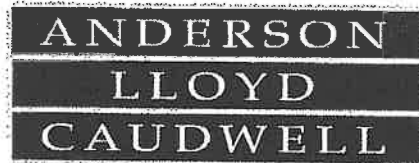


TRUST DEED

between

ARTHUR WILLIAM BAYLIS, RONALD
DOUGLAS ANDERSON, STEWART
ARTHUR BARNETT, KEREYN MAREE
SMITH, MALCOLM SABA FARRY, and
JOHN FRANCIS WARD



BARRISTERS, SOLICITORS & NOTARIES SINCE 1862

DUNEDIN, QUEENSTOWN & CHRISTCHURCH
NEW ZEALAND

Tel: 64 3 477 3973
Fax: 64 3 477 3184
E-mail: lawyers@alclegal.com
Private Bag 1959
Dunedin

LAWLINK

A NETWORK OF INDEPENDENT
LEGAL PRACTICES NATIONWIDE

Trust Deed

Date: 9 August

2006

Parties

1. **ARTHUR WILLIAM BAYLIS** Chartered Accountant of East Taieri, **RONALD DOUGLAS ANDERSON** company director of Dunedin, **STEWART ARTHUR BARNETT** company director of Dunedin, **KEREYN MAREE SMITH** company director of Waitati, **MALCOLM SABA FARRY** company director of Dunedin, **JOHN FRANCIS WARD** Chartered Accountant of Invercargill (together "the Settlers")
2. **ARTHUR WILLIAM BAYLIS** Chartered Accountant of East Taieri, **RONALD DOUGLAS ANDERSON** company director of Dunedin, **STEWART ARTHUR BARNETT** company director of Dunedin, **KEREYN MAREE SMITH** company director of Waitati, **MALCOLM SABA FARRY** company director of Dunedin, **JOHN FRANCIS WARD** Chartered Accountant of Invercargill ("the Trustees")

Background

- A. The Settlers wish to establish and register under the Charitable Trusts Act 1957 a trust, to be known as the Carisbrook Stadium Charitable Trust, to be responsible for the acquisition of, possible construction, development, ownership, operation and maintenance of the Stadium as a multi-purpose sporting, community and cultural venue.
- B. The Trustees have agreed to act as trustees of the Trust.
- C. This Deed is being completed by the Settlers and the Trustees to establish the terms of the Trust.

This deed witnesses that:

1. The Settlers settle the sum of \$10.00 on the Trustees as an initial settlement on the Trust.
2. The Trustees agree to act as trustees of the Trust on the terms set out in this Deed.

PART I

ESTABLISHMENT, OBJECTS AND POWERS OF THE TRUST

1. **Establishment of the Trust**
 - 1.1 The Trust shall comprise all Trust Assets from time to time held by or within the control of the Trustees under this Deed including the income arising from the Trust Assets and any accumulation of such income.
 - 1.2 The Trust Assets shall be held on trust by the Trustees and shall be managed and administered on the terms contained in this Deed.
 - 1.3 The Trust shall commence on the date of this Deed and shall continue until terminated under clause 17.

[Handwritten signature]

2. Name of the Trust

- 2.1 The name of the Trust is "The Carisbrook Stadium Charitable Trust".
- 2.2 Upon the Trust being incorporated under the Charitable Trusts Act 1957 under clause 13 the Trust shall be named "The Carisbrook Stadium Charitable Trust Incorporated".

3. Objects of the Trust

- 3.1 The objects for which the Trust is established and its responsibilities and additional functions are:
- a. to be responsible for the planning, acquisition, development, construction, ownership, operation and maintenance of the Stadium as a high quality, multi purpose sporting, community and cultural venue;
 - b. to provide at the Stadium high quality facilities for use by rugby, cricket and other sports codes, musical, cultural and other users including sponsors, event and fixture organisers and promoters, so as to attract to the Stadium high quality and popular events for the benefit of the public of the Region;
 - c. to administer the Stadium, and the Trust Assets on a prudent commercial basis so that it is a successful, financially autonomous community asset;
 - d. generally to do all acts, matters and things that the Trustees consider necessary or conducive to further or attain the objects of the Trust set out above for the benefit of the public of the Region including the acquisition of any land or interest in land or other assets as an ancillary ground or grounds or additional assets for the Stadium or for other purposes ancillary to the Stadium and to maintain and operate that venue or those assets to a high standard; and
 - e. subject to the fulfilment of the objects and responsibilities set out in sub-clauses 3.1 a to d inclusive, to govern and manage the Stadium and Trust Assets so as to repay all debt of the Trust as soon as is reasonably practicable.
- 3.2 The Trust's objects shall only be carried out in, or to benefit people in, the Region. The Trustees may carry out activities outside the Region to promote the Trust or the Trust Assets, but only if they believe that such activities will be of ultimate benefit to people in the Region.
- ## 4. Powers of the Trustees
- 4.1 In addition to the powers conferred on the Trustees by law the Trustees shall have the widest possible powers and discretions to achieve the objects of the Trust and shall be empowered to exercise all the rights, powers and privileges and may incur all the liabilities and obligations of a natural person of full age and capacity.
- 4.2 Without in any way limiting the wide powers conferred by clause 4.1 the Trustees shall:
- a. have power to invest the Trust Assets and the income from the Trust Assets not immediately required for the objects of the Trust; and
 - b. subject to the objects of the Trust, in making any investment exercise the care, diligence and skill required of a prudent Trustee as set out in the Trustee Act 1956.

5. Income of the Trust

- 5.1 The Trustees may with respect to all or any part of the income arising from the Trust Assets for each Financial year:
- a. pay, apply, or appropriate from income, (to the extent income is available), all expenses and other charges and provisions ordinarily met from income;
 - b. make, retain or charge against income any payments, reserves or provisions necessary or desirable for the proper administration and maintenance of the Trust and the Trust Assets including any appropriate reserves for capital works which the Trustees consider desirable to achieve the objects of the Trust; and
 - c. reduce or repay any loans or liabilities of the Trust.

6. Trusts of Capital

- 6.1 At any time the Trustees may, or may decide to, pay, apply or appropriate as much of the capital of the Trust Assets as they think fit for or towards one or more of the objects of the Trust. If the Trustees provide for more than one such object they need not treat each object equally. Any payment, application or appropriation of capital may be made either in addition to or in place of any payment, application or appropriation of income.

7. Controls on Exercise of Powers

- 7.1 Notwithstanding any provision in this Deed:
- a. the Trustees may not enter into a Major Transaction unless the Major Transaction is authorised by a Special Resolution or contingent upon the passing of a Special Resolution; and
 - b. the Trustees will not enter into any lease of the Stadium, (other than to a wholly owned entity of the Trust or in the ordinary course of business of the Trust) without such lease being authorised by a Special Resolution or contingent upon the passing of a Special Resolution.

8. Transactions with Related Parties

- 8.1 The Trustees shall not, without the consent of a two thirds majority vote of the then Trustees:
- a. sell, purchase or otherwise acquire or dispose of any Trust Asset to or from any Related Party; or
 - b. cause any Trust Assets that comprise cash to be invested or lodged with any Related Party; or
 - c. enter into any contract, agreement or other arrangement with any Related Party to provide management, administration or other services for the Trust; or
 - d. enter into any other transaction with any Related Party in relation to the Trust,
- unless they are doing so either in the normal course of business and on arms length commercial terms, or to receive a benefit from any Related Party which is greater than the benefit received by the Related Party under the transaction.



9. Trustees' Declaration of Interest

- 9.1 It shall be the duty of a Trustee who is in any way directly or indirectly interested in any contract or arrangement or proposed contract or arrangement with the Trust to declare the nature of his or her interest at a meeting of the Trustees, but failure to do so shall not disqualify the Trustee or invalidate the contract, proposed contract or any other matter in which the interest lies. A Trustee who is interested shall not be entitled to vote on any issue related to the contract, proposed contract or other matter in which the interest lies.
- 9.2 If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by the Trustee voluntarily agreeing to abstain from voting, such question shall be referred to the Chairperson of the meeting and his or her ruling in relation to any such Trustee shall be final and conclusive. A Trustee shall be deemed to have an interest in any matter in which he or she would reasonably be regarded as likely to be influenced materially to prefer interests other than those of the Trust, or any other affected party, for reasons of personal advantage or the advantage of business or family associates.

10. Trustees' Responsibilities

- 10.1 The Trustees shall take overall control of and responsibility for the governance of the Trust. The Trustees will perform all of their responsibilities under this Deed in a prudent manner and shall exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.
- 10.2 The Trustees shall devote adequate and sufficient time, attention and resources to carry out their obligations under this Deed and to ensure that the Trust achieves its objectives.

11. Trustees' Indemnity and Liability

- 11.1 The Trustees shall not be liable for:
- a. any losses or liabilities; or
 - b. any act or acts or attempted act done in exercise of or pursuant to any trust, power or discretion vested in them by this Deed; or
 - c. any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustees under this Deed,
- except losses or liabilities arising from their own dishonesty, wilful default or wilful breach of trust or negligence in the carrying out of their legal responsibilities.
- 11.2 The Trustees, and every other person acting on behalf of the Trustees, shall be indemnified out of the Trust Assets against all proper liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payments made to any person whom the Trustees bona fide believe to be entitled though it may be subsequently found that the person was in fact not so entitled. The Trustees shall have a lien or charge on the Trust Assets and may retain and pay out of moneys in the Trust all sums and amounts necessary to give effect to this indemnity.
- 11.3 The liability of the Trustees in connection with this Deed or at law, in equity, or on any other basis shall at all times be limited to the Trust Assets.

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12. Delegation by Trustees

- 12.1 The Trustees shall have, to the extent permitted by law, full power to appoint officers, employees, managers and agents and to delegate to any officers, employees, managers, agents or to any attorney or other person or entity nominated or appointed by the Trustees, all or any of the powers, authorities and discretions exercisable by the Trustees under this Deed but without releasing the Trustees from their obligations under this Deed. Without affecting the generality of the power of delegation the Trustees may in exercising it:
- a. appoint, by power of attorney, any person or entity to be the attorney or agent of the Trustees for such purposes and with such powers, authorities or discretions as the Trustees think fit with power for the attorney or agent to subdelegate any such powers, authorities or discretions; or
 - b. appoint, by writing or otherwise, any person to be an officer, employee, manager agent or sub-agent of the Trustees as the Trustees may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such officer, employee, manager, agent or sub-agent for any reason as the Trustees think sufficient.
- 12.2 For the avoidance of doubt, any committee or delegate to whom the Trustees have delegated powers of duties:
- a. Shall be bound by the Charitable Purposes; and
 - b. Need not be Trustee.

13. Incorporation under the Charitable Trusts Act 1957

- 13.1 The Trustees shall immediately after the execution of this Deed apply for incorporation under the Charitable Trusts Act 1957 and the Trustees are authorised to make such application on behalf of the Trust.
- 13.2 The Trustees shall register the Trust as soon as practicable after 1 February 2007 with the Charities Commission pursuant to the Charities Act 2005 (including obtaining any necessary approval from the Inland Revenue Department) and the Trustees are authorised to make such application on behalf of the Trust.

14. Common Seal

- 14.1 Upon incorporation of this Trust in accordance with clause 13.1 the Trustees shall procure a common seal for the Trust and shall provide for its custody. Any documents required to be signed under the common seal shall be attested by any two Trustees.

15. Accounts and Audit

- 15.1 The Trustees shall ensure that full and correct accounts of all the financial transactions of the Trust and the Trust Assets, liabilities and funds are kept. The Financial year end for the Trust shall be determined by the Trustees from time to time.
- 15.2 At the end of each Financial year the Trustees shall prepare accounts for the Trust which comply with the requirements of the Financial Reporting Act 1993, or any other generally accepted accounting practices which may from time to time replace that Act. The Trustees will have those accounts audited.

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- 15.3 The Trustees shall ensure that within 5 months of the end of each Financial year that the financial statements and the auditor's report are available to all of the Trustees.

16. Alteration to the Deed

- 16.1 The Trustees may, from time to time by amending deed or instrument, alter, rescind or add to any of the provisions of this Deed provided that:
- a. any amendment to this Deed made to correct a manifest error or an error which is of a formal, technical or administrative nature only, may be made by Special Resolution of the Trustees;
 - b. at least 28 days notice of intention to make any amendment to this Deed must be given to all Trustees; and
 - c. no alteration, rescission or addition may be made to this Deed which is prejudicial to the legal charitable status of the Trust.

17. Winding Up of the Trust

- 17.1 The Trust shall terminate and be wound up and dissolved if:
- a. the Trustees resolve by Special Resolution that the Trust shall be wound up; or
 - b. the Trust is wound up by law.
- 17.2 A resolution to wind up the Trust shall specify an effective termination date of the Trust and thereafter the Trustees shall realise or dispose of the Trust Assets as soon as reasonably practicable in accordance with clause 17.
- 17.3 The Trust Assets or the proceeds resulting therefrom shall be applied by the Trustees upon the winding up in the following order of priority and manner:
- a. first in meeting all costs, expenses and liabilities of the Trust including the costs and expenses of winding up the Trust and setting aside any amount that the Trustees consider necessary or desirable (having regard to generally accepted accounting practices) in respect of any contingent liability of the Trust; and
 - b. secondly in the payment or distribution (by instalments if the Trustees consider appropriate) of the remaining assets of the Trust to any Charitable purpose or purposes in the Region approved by the Trustees as being as similar as is practicable to those for which the Trust was established.

18. Remuneration of Trustees

- 18.1 The Trustees may resolve to pay themselves or any of them an annual remuneration for their services as trustees, provided that such remuneration shall not exceed reasonable reimbursement for services actually rendered, or out of pocket expenses incurred by the Trustees in relation to their obligations under this Deed.

19. Tangata Whenua

- 19.1 In attaining its purposes the Trust shall recognise the views and expectations of tangata whenua of the Region. The Trust shall not by virtue of this clause be obliged to consult with tangata whenua or any tribal group.



20. Settlers' Liability

- 20.1 The Settlers shall not in any circumstances be liable for the debts, liabilities or commitments of the Trust.

PART 2**PROCEEDINGS OF TRUSTEES****21. Appointment and Removal of Trustees**

- 21.1 There shall be not less than 5 nor more than 10 Trustees.
- 21.2 The Trustees initially appointed are listed at the front of this Deed.
- 21.3 The power to appoint and remove Trustees shall be decided by a two thirds majority decision of the Trustees at any time, subject to clause 21.1.
- 21.4 The Trustees shall in exercising their power of appointment of Trustees, have regard to the need for the Trust to have trustees with experience, and expertise and the necessary skills to achieve the objects of the Trust including their ability to be impartial in carrying out the objects of the Trust.
- 21.5 A person appointed as a Trustee shall hold office for the term specified in the instrument of appointment which term shall not be more than 3 years, provided however that any Trustee appointed to fill a vacancy occurring prior to expiry of a Trustee's term of appointment shall initially hold office only for the residue of that term of office. A person appointed as a Trustee, who remains eligible to be appointed as a Trustee, may be reappointed as a Trustee for a further period or periods provided that each further term of appointment does not exceed 3 years.
- 21.6 The appointment of a Trustee shall be vacated if a Trustee:
- resigns or the term of appointment of that Trustee expires;
 - dies;
 - is removed from office by the other Trustees;
 - is, under clause 21.7, not capable of holding office as a Trustee;
 - refuses to act; or
 - is absent without leave from three consecutive ordinary meetings of the Trustees.
- 21.7 The following persons shall not be capable of being appointed or reappointed, or of holding office, as a Trustee:
- a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled;
 - a person who has been convicted within the last 3 years of a criminal offence punishable by imprisonment;

A handwritten signature in black ink, appearing to be "G. G. G. G." followed by a flourish.

- c. a person who would be subject to an order under section 189 of the Companies Act 1955 but for the repeal of that section;
 - d. a person to whom an order made under section 199L of the Companies Act 1955 applies (or would apply but for the repeal of that Act) or to whom an order made under section 383 of the Companies Act 1993 applies;
 - e. a mentally disordered person within the meaning of the Mental Health Act 1969;
 - f. any person who is the subject of an order under the Protection of Personal and Property Rights Act 1988.
- 21.8 If the number of Trustees falls below 5 for any reason the Trustees shall appoint one or more replacement Trustees.

22. Appointment of Chairperson of the Trust

- 22.1 The Trustees shall appoint one of the Trustees to be the chairperson of the Trust. The chairperson of the Trust shall hold that office for 3 years, and shall be eligible for re-appointment.
- 22.2 If a chairperson is unable for any reason to perform the chairperson's duties then the Trustees may elect an acting chairperson during the relevant period of inability.
- 22.3 Notwithstanding the provisions of clause 22.1, the Trustees may, by Special Resolution replace the current chairperson with a new chairperson at any time within the current chairperson's 3 year period of office.

23. Proceedings of Trustees

- 23.1 Subject to this Deed, the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings and procedure at those meetings as they think fit.
- 23.2 At any meeting of the Trustees the chairperson of the Trust shall preside or in the absence of the chairperson of the Trust the Trustees may elect one of their members to preside.
- 23.3 In the event of an equality of votes, the chairperson shall have a second or casting vote.
- 23.4 No business shall be transacted at any meeting unless the required quorum is present at the commencement of business.
- 23.5 The quorum for passing a Special Resolution shall be three quarters of the number of Trustees.
- 23.6 The quorum for the transaction of any other business shall be a majority of the Trustees.
- 23.7 A "Special Resolution" means a resolution passed at a meeting of Trustees at which not less than three quarters of the Trustees vote in favour of the Resolution.
- 23.8 An act or decision of the Trustees shall not be valid by reason only of:
- a. a fault, default or irregularity in or in connection with the appointment of a Trustee;
or
 - b. a vacancy in the number of Trustees including a vacancy arising because of the failure to appoint a Trustee.

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- 23.9 The Trustees shall keep a minute book and shall cause minutes to be kept of all meetings, resolutions and decisions made by them. Minutes purporting to be signed by the chairperson of the Trustees of a meeting shall be receivable as prima facie evidence of the matters contained in such minutes.
- 23.10 The Trustees may, by Special Resolution and subject to the provisions of this Deed, adopt, amend, alter or rescind any rules necessary for the proper and efficient management of Trustee meetings and the administration and management of the Trust Assets.

24. Convening of Meetings

- 24.1 The Trustees shall hold at least 4 meetings in each Financial year, including the Annual General Meeting under clause 24.4.
- 24.2 The chairperson shall convene the meetings of the Trustees.
- 24.3 The chairperson shall convene any additional meeting of the Trustees if the chairperson receives a written request from at least 3 Trustees to hold a meeting. At least 2 working days prior notice of meetings of Trustees shall be given to all Trustees.
- 24.4 An Annual General Meeting shall be held in the Region within 6 months of the end of the Financial year. At least 10 working days prior notice of the Annual General Meeting shall be given to the Trustees. At the Annual General Meetings, the annual audited accounts, and the annual report for the Trust in respect of the last Financial year shall be tabled and discussed. At the discretion of the chairperson of the Trust, any other business may be raised at the Annual General Meeting.

25. Appointment of Committees

- 25.1 The Trustees may delegate any of their powers and duties under this Deed to any committee or committees consisting of such Trustees as the Trustees may appoint for such purpose. The Trustees shall appoint an audit committee to monitor the financial affairs of the Trust.
- 25.2 The Committee Chairperson shall convene committee meetings as required.
- 25.3 Committee minutes and records shall be kept in accordance with clause 23.9.
- 25.4 Committee proceedings shall generally conform to the procedures adopted for meetings of the Trustees.

26. Resolution Assented to by Trustees

- 26.1 A resolution in writing signed or assented to by letter, facsimile or other written manner, by all Trustees for the time being entitled to receive notice of meetings of the Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees duly called and constituted. Any such resolution may consist of several documents in like form either signed or purporting to have been despatched by any one or more of the Trustees.

27. Teleconference Meeting of Trustees

- 27.1 The contemporaneous linking together by telephone or other means of communication of a number of Trustees not less than the quorum (whether or not any one or more of the Trustees is out of New Zealand) shall be deemed to constitute a meeting of Trustees and

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all the provisions of this Deed in respect of such meetings shall apply so long as the following conditions are met:

- a. all Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be entitled to notice of the meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting, and shall have first received two working days prior notice of such meeting;
- b. each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees taking part in the meeting; and
- c. at the commencement of the meeting each Trustee must acknowledge the Trustee's presence for the purpose of the meeting to all other Trustees taking part.

28. Service of Notices

28.1 Notices shall be deemed served by one party upon another party:

- a. if posted, 2 working days following posting;
- b. if delivered personally, on the date of service; or
- c. if sent by facsimile or other electronic device, on the date of transmission.

29. Interpretation Definitions

29.1 In this Deed, unless the context otherwise requires:

"Charitable Purposes"	means every purpose which under the law of New Zealand is charitable.
"this Deed"	means this deed including any schedules and any amendments.
"Financial year"	means the period referred to in clause 15.1.
"Major Transaction"	means: <ol style="list-style-type: none"> a. any transaction requiring approval by a Special Resolution under clause 7.1; and b. any transaction, undertaking agreement or arrangement that has or is likely to have the effect of the Trustees acquiring or disposing of assets, rights or interests, or incurring obligations or liabilities the value of which is more than 50% of the gross market value of the Trust Assets at that time.
"Region"	means areas south of the Waitaki River in the South Island.
"Related Party"	means: <ol style="list-style-type: none"> c. any of the Trustees from time to time; d. any company, partnership, trust, or other entity in which the Trustee or any spouse or any common law or de facto partner or child of the Trustee is

financially interested, whether as a shareholder, partner, director, employee, beneficiary or otherwise; or

- e. any spouse or any common law or de facto partner or child of a Trustee.

"Special Resolution"	means a Special Resolution of Trustees passed in the manner provided in clause 23.7.
"Stadium"	means a multi purpose sporting and cultural venue for the benefit of the public of the Region.
"Trust"	means the trust established by this Deed and known as the Carisbrook Stadium Charitable Trust and includes any subsidiary company or other controlled entity of the Trust.
"Trust Assets"	means all money, investments, property and assets, and leases of property and assets, from time to time owned or beneficially held by the Trust.
"the Trustees"	means the trustees of the Trust from time to time.
"working day"	means a day on which the registered trading banks are open for business in the City of Dunedin.


- 29.2 A person includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of state (in each case whether or not having separate legal personality).
- 29.3 This Deed is binding upon the parties and their respective successors and permitted assigns.
- 29.4 Where the context permits words describing the singular include the plural and vice versa and words imputing masculine, feminine or neuter gender include all genders.
- 29.5 In this Deed, unless the context otherwise requires, any reference to any legislation includes a modification and re-enactment of that legislation or legislation enacted in substitution for any regulation, Order in Council and other instrument from time to time issued or made under that legislation.
- 29.6 This Deed shall be deemed to have been executed by a party if that party has executed and delivered to the other parties (or their nominee) a signed facsimile copy of this Deed provided that, the delivery by a party to the other parties of a facsimile copy of this Deed duly executed shall be deemed delivery of the original thereof and the party so delivering such facsimile copy shall deliver to the other parties an original within ten working days after delivery of the facsimile copy. If the original is not so delivered, the parties accepting the facsimile copy pursuant to this clause may in any court of law or other proceeding produce, or exhibit such facsimile copy as if it were the original thereof and no party to this Deed may object to such copy being produced or exhibited as an original shall be deemed to have waived any law of evidence or other requirement that an original executed

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document be produced or exhibited as evidence of its existence or its contents.

EXECUTION

Signed by **MALCOLM SABA FARRY** as
Settlor/Trustee in the presence of:



MS FARRY



Signature of witness

DARREN BURDEN

Name of witness

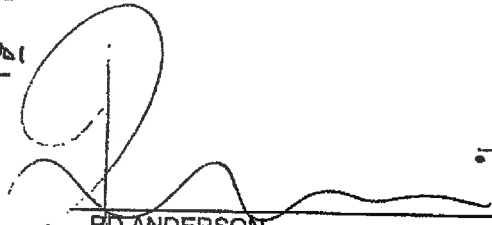
DEVELOPMENT MANAGER

Occupation

31 TRURO CLOSE, MANDEVILLE, KAIAPOI

Address

Signed by **RONALD DOUGLAS
ANDERSON** as Settlor/Trustee in the
presence of:



RD ANDERSON



Signature of witness

DARREN BURDEN

Name of witness

DEVELOPMENT MANAGER

Occupation

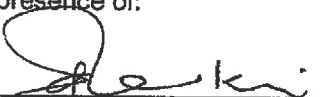
31 TRURO CLOSE, MANDEVILLE, KAIAPOI

Address

Signed by **STEWART ARTHUR
BARNETT** as Settlor/Trustee in the
presence of:



SA BARNETT



Signature of witness

Julie Perkins

Name of witness

Executive Assistant


Occupation

18 Strathmore Crescent, Dunedin

Address

Signed by **KEREYN MAREE SMITH** as
Settlor/Trustee in the presence of:


KM SMITH


Signature of witness

DARREN BURDEN

Name of witness

DEVELOPMENT MANAGER

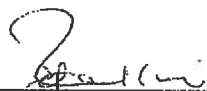
Occupation

31 TRURO CLOSE, MANDEVILLE, KAIAPOI

Address

Signed by **ARTHUR WILLIAM BAYLIS**
as Settlor/Trustee in the presence of:


AW BAYLIS


Signature of witness

Julie Perkins

Name of witness

Executive Asst.

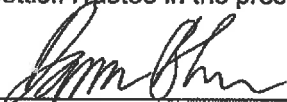
Occupation

Dunedin

Address

Signed by **JOHN FRANCIS WARD** as
Settlor/Trustee in the presence of:


JF WARD


Signature of witness

DARREN BURDEN

Name of witness

DEVELOPMENT MANAGER

Occupation

31 TRURO CLOSE, MANDEVILLE, KAIAPOI

Address