

Deed of Trust establishing Te Ara Tipuna Charitable Trust

PARTIES

The Honourable Patricia Hekia Parata
Settlor

The Honourable Patricia Hekia Parata
Sir Selwyn Tanetoa Parata
Ingrid Nea Collins
Rei Mokena Kohere
Kylee Frances Potae
Trustees

" I HEREBY CERTIFY THAT THIS IS A CORRECT
COPY OF THE TRUST DEED AND RULES
OF THE TE ARA TIPUNA CHARITABLE
TRUST "



KYLEE FRANCES POTAE
15/03/24

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DEED dated 6 October

2023

PARTIES

The Honourable Patricia Hekia Parata
("Settlor")

The Honourable Patricia Hekia Parata
Sir Selwyn Tanetoa Parata
Ingrid Nea Collins
Rei Mokena Kohere
Kylee Frances Potae
("Trustees")

INTRODUCTION

- A. The Settlor wishes to establish a trust for the charitable purposes set out in this deed.
- B. The Trustees have consented to become the trustees of such a Trust upon the terms, and with and subject to the powers and discretions, set out in this deed.
- C. The Settlor has paid to the Trustees the sum of fifty dollars to be held by the Trustees upon the terms, and with and subject to the powers and discretions, set out in this deed.
- D. It is anticipated that further property may from time to time be acquired by the Trustees for the purposes of the Trust.

COVENANTS

1. NAME OF TRUST

- 1.1 The trust created by this deed shall be known as "Te Ara Tipuna Charitable Trust".

2. DEFINITIONS AND INTERPRETATION

- 2.1 **Definitions:** In this deed, unless the context otherwise requires:

"**Advisory Board**" means the board to be appointed in accordance with clause 7.11 of this deed.

"**Appointor**" means The Honourable Patricia Hekia Parata or any successor appointed in accordance with this deed.

"**charitable purposes**" means every purpose which in accordance with the law of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose beneficial to

the community, and shall include any trust established solely and exclusively for charitable purposes.

"**clause**" is, unless otherwise qualified, a reference to a clause of this deed.

"**company**" includes a corporation or other body corporate and a body of persons (whether incorporated or not).

"**Iwi**" means Ngāti Porou, Te Whānau-ā-Apanui, Ngāi Tai ki Tōrere, Te Whakatōhea.

"**person**" and words importing a person or persons include a company, firm, organisation or trust and any state, government or governmental agency.

"**property**" means any real or personal property of any kind or nature and includes any right or interest therein.

"**Tangata whenua**" means the kinship groupings, the whanau and hapu of the Iwi.

"**Te Ara Tipuna (the concept)**" means the ways of our ancestors, evoking the legacy and expectation of continued cultural connection, cultural practice, and working for a better future.

"**Te Ara Tipuna (the approach)**" means a comprehensive programme of investment into the restoration, regeneration, revitalisation of purpose, place and people from Te Toka-a-Taiau to Tarakeha.

"**Te Ara Tipuna (the infrastructure)**" means the approximately 500km continuous trail to be developed and built from Te Toka-a-Taiau to Tarakeha.

"**Trust**" means the trust established by this deed.

"**Trustees**" means the trustees for the time being of the Trust, whether original, additional or substituted.

"**Trust Fund**" means the sum of fifty dollars referred to in the introduction to this deed, the property from time to time representing that sum, any further property which may in the future be acquired by the Trustees from any source whatever for the purposes of the Trust, the moneys and investments from time to time representing such property, and, unless inconsistent with the context, the income received from such property.

2.2 **Interpretation:** In this deed:

- (a) except as otherwise expressly provided by this deed, the powers or discretions as to the administration of the Trust or as to the distribution of the income and the capital of the Trust Fund vested in the Trustees by any clause shall not in any way be limited or restricted by the interpretation of any other clause;
- (b) unless the context otherwise requires:
 - (i) words importing the singular include the plural and vice versa;
 - (ii) words importing one gender include the other genders;
 - (iii) words denoting natural persons include companies;

- (iv) references to a statute shall be deemed to be references to that statute as from time to time amended or re-enacted or substituted;
- (c) headings have been inserted for guidance only and shall not be deemed to form part of the context of this deed.

3. DECLARATION OF TRUST

- 3.1 The Settlor directs and declares, and the Trustees declare and acknowledge, that the Trustees shall hold the Trust Fund upon the terms, and with and subject to the powers and discretions, contained or implied in this deed.

4. POWERS AND DISCRETIONS OF TRUSTEES

- 4.1 **Powers:** To achieve the objects of the Trust the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person, and, subject always to the terms imposed by this deed, may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund, and accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees.
- 4.2 **Discretions:** Except as otherwise expressly provided by this deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide.

5. CHARITABLE PURPOSES

- 5.1 **Purposes:** The Trustees shall hold the Trust Fund upon trust to pay or apply the income and the capital of the Trust Fund to, or for, such charitable purposes in such amounts, at such times, and subject to such terms and conditions as the Trustees may decide.
- 5.2 **Charitable purpose:** Without limiting clause 5.1, the Trustees shall hold the Trust Fund upon trust for promoting Te Ara Tipuna (the concept), developing Te Ara Tipuna (the approach), and delivering Te Ara Tipuna (the infrastructure) for use by Iwi, Hapu, and whanau, together with members of the public, and in doing so, furthering, all or any of the following purposes, provided that they constitute charitable purposes:
 - (a) To create the conditions in which the Iwi and people of the rohe - bounded in the south by Te Toka-a-Taiau and Tarakeha in the north - can practice and strengthen their everyday rangatiratanga to live good lives and restore a sustainable environment in which they and future generations can thrive and flourish.
 - (b) To rebuild and renew the cultural wealth and infrastructure of a lively, healthy society of connected communities; culturally fluent and capable, enterprising and economically active; environmentally restorative and protective, in revitalised whanau, hapu, and iwi relationships.

- (c) To contribute to and support the recovery, adaptation and transformation of the rohe to ensure sustainable and enduring occupation by the tangata whenua in the face of climate change.

5.3 **Means of achieving purposes:** The Trustees may, in order to achieve the purposes of the Trust, in addition to all other powers vested in the Trustees:

- (a) seek, raise, accept and receive donations, subscriptions, subsidies, grants, endowments, endorsements, sponsorships, gifts, legacies and bequests whether in money or in kind or partly in both for the purposes of carrying out the charitable purposes of the Trust;
- (b) provide grants, support and assistance to any person, project or programme where it is consistent with the charitable purposes of the Trust;
- (c) make known, advertise and otherwise promote the activities and objects of the Trust by such use of any media as the Trustees may decide;
- (d) seek out and enter into strategic relationships with other parties in the pursuit of common goals consistent with the purposes of the Trust;
- (e) host educational and other public events that facilitate the charitable purposes of the Trust; and
- (f) undertake such other activities and enterprises to further the charitable purposes of the Trust as the Trustees may decide.

6. APPLICATION OF TRUST FUND

6.1 The Trustees may in any year:

- (a) use or apply, or decide not to use or apply, all or any of the income of the Trust Fund for all or any of the purposes of the Trust;
- (b) use or apply any capital of the Trust Fund for all or any of the purposes of the Trust without first using or applying the whole or any portion of the income of the Trust Fund for that year;
- (c) set aside reserves or accumulations for future use or application.

7. TRUSTEES

7.1 **Signatories to be first Trustees:** The persons named in this deed as Trustees shall be the first Trustees of the Trust.

7.2 **Number of Trustees:** The number of Trustees shall not be more than five.

7.3 **Cessation of office of Trustee:** Any person shall cease to be a Trustee if he or she:

- (a) resigns as a Trustee by giving notice in writing to the Trust;

- (b) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance;
- (c) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee;
- (d) becomes insolvent or commits an act of bankruptcy;
- (e) is removed from the register of companies or enters into receivership or liquidation;
- (f) ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005;
- (g) dies; or
- (h) is removed from office in accordance with the terms of this deed.

The Trustee concerned shall cease to hold office in a case where sub-paragraph (b) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave, and in cases where sub-paragraphs (c), (d), and (e) apply from the date of the event mentioned.

- 7.4 **Resignation of Trustee:** A Trustee may resign by giving notice in writing to the other Trustees. Upon the receipt of such notice the Trustee so resigning shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Fund in the continuing or new Trustees, which acts and deeds shall be done and executed at the expense of the Trust Fund.
- 7.5 **Appointment of Trustee:** The power of appointment of a new or additional Trustee shall be vested in the Appointor.
- 7.6 **Removal of Trustee:** Notwithstanding anything contained or implied in this deed, a Trustee may at any time be removed as a Trustee of the Trust by the Appointor.
- 7.7 **Terms of appointment and removal:** Each appointment or removal of a Trustee shall take effect as provided in the instrument of appointment or of removal, may take effect on a future date or upon the occurrence of a future event, and may, if so specified, be revocable until effective.
- 7.8 **Effect of removal of Trustee:** Upon the removal of a Trustee from office, that person so removed shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the proper vesting of the Trust Fund in the remaining Trustees which acts and deeds shall be done and executed at the expense of the Trust Fund.
- 7.9 **Transfer of powers of appointment and removal:** The Appointor may transfer the powers of appointment and removal of Trustees to such person or persons as the Appointor may nominate by deed or will.

7.10 **Appointment of sole Trustee:** Notwithstanding anything contained or implied in this deed, the holder or holders of the power of appointment may (jointly, if more than one) appoint a corporation to be the sole Trustee of the Trust and may at any time remove such Trustee.

7.11 **Advisory Board:** The Trust shall have an Advisory Board. Members of the Advisory Board shall be appointed and removed in the same manner as the Trustees. The purpose of the Advisory Board is to provide specialist advice to the Trustees. The Advisory Board will act on rules and terms as determined by the Trustee.

8. MANAGEMENT OF THE TRUST

8.1 General:

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust.
- (c) Any individual, whether or not a Trustee, may be appointed as an officer or employee of the Trust.

8.2 Meetings:

- (a) The Trustees shall meet to conduct business annually or more frequently at the Chairperson's discretion. The Trustees may invite to such meeting whatever other person or persons as the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this deed any matter requiring decision at a meeting of the Trustees shall be decided unanimously by the Trustees personally present and voting on the matter.
- (c) In the event of an equality of votes the Chairperson shall have a second or casting vote.
- (d) Except as expressly provided otherwise by this deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by email shall be deemed to have been duly signed by that Trustee.
- (e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to, or emailed to an email address of, each Trustee within New Zealand at least fourteen days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.
- (f) The quorum for a meeting of Trustees shall be all of the Trustees then holding office.
- (g) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication ("**telephone**") shall constitute a meeting of the

Trustees and the provisions of this clause as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:

- (i) Each Trustee shall be entitled to notice of such a meeting by telephone and to be linked by telephone for the purposes of the meeting;
 - (ii) Each of the Trustees taking part in the meeting by telephone must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) At the commencement and conclusion of such meeting each Trustee must acknowledge the presence of that Trustee for the purpose of a meeting of the Trustees being held;
 - (iv) A Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so; and
 - (v) A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting by telephone unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (h) A minute of the proceedings of any such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairperson of the meeting.

8.3 Chairperson and Deputy Chairperson:

- (a) The Trustees shall, where there is more than one Trustee, elect one Trustee to act as Chairperson, either from year to year, or for such period as the Trustees may decide.
- (b) The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

8.4 Minutes: Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded.

8.5 Delegation of powers:

- (a) The Trustees may delegate to any person or committee, whether or not a Trustee or Trustees, such of the powers of the Trustees as the Trustees may decide;
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;

- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time;
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide;
- (e) The Trustees may, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised.

8.6 **Bank account:** The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed, endorsed, or electronically authorised as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.

8.7 **Accounts and audit:** The Trustees shall cause true accounts for each year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust.

9. LIABILITY AND INDEMNITY OF TRUSTEES

9.1 **No liability of Trustees, with exceptions:** No Trustee shall be liable for any loss to the Trust Fund not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

9.2 **Indemnity of Trustees:** Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising from or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

9.3 **Prudent investment duty excluded (contrary intention):** This clause expresses a contrary intention for the purposes of section 30 of the Trusts Act 2019 (and any successor provisions). The Trustees are not required to exercise the care, diligence, and skill that a prudent person of business would exercise in managing the affairs of others when exercising a power of investment. Nor are professional Trustees required to meet the higher standard of prudence found in section 29 of the Trusts Act 2019. The Trustees may give preference to investments that align with the charitable purposes set out in clause 5 of this deed.

10. INTERESTED TRUSTEE

10.1 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take any part whatever in any deliberations of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust.

11. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS

11.1 **No private pecuniary profit:** No private pecuniary profit may be made by any person from the Trust, except that:

- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

11.2 **Trustees to comply with restrictions:** The Trustees, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

12. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS

12.1 **Recipient not to influence benefits:** Notwithstanding anything contained or implied in this deed, any person who is:

- (a) a settlor or Trustee of the Trust; or
- (b) a shareholder or director of any company carrying on any business of the Trust; or
- (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
- (d) an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, shareholder or director;

shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by any person other than the Trust except for a purpose of the Trust.

12.2 **Professional account and influence:** A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause.

13. ALLOCATION OF RECEIPTS

- 13.1 **Allocation of payments between capital and income:** If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause.
- 13.2 **No apportionment in respect of date of payment:** There shall be no apportionment as between capital and income of the Trust Fund of rents, interest, dividends, or other periodic payments for the period current to the date of commencement of the Trust or for any other period current at the date upon which any interest created under the terms of this deed commences or determines.

14. APPOINTMENT AND REMOVAL OF CUSTODIAN TRUSTEE

- 14.1 The Trustees may at any time by deed appoint any appropriate corporation under section 67(1)(c) of the Trusts Act 2019 to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon such terms as the Trustees may decide, or otherwise to act pursuant to the provisions of section 67 of the Trusts Act 2019, and the Trustees may at any time by deed revoke any such appointment.

15. OFFICE OF THE TRUST

- 15.1 The office of the Trust shall be at such place as the Trustees from time to time may decide.

16. WINDING UP OF TRUST

- 16.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust then the Trustees may, by a unanimous resolution decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in New Zealand for their charitable purposes in such manner, upon such terms, and in such proportions as the Trustees may decide.

17. ALTERATION OF TERMS OF DEED

- 17.1 The Trustees may, by a unanimous resolution revoke, vary, or add to any of the provisions of this deed, provided such revocation, variation, or addition is consistent with the charitable purposes of the Trust.

18. NOTICE

- 18.1 Any notice to be given to the Trust may be given in writing by:

- (a) delivering or posting a copy to the registered office of the Trust; or
- (b) delivering or emailing a copy to the Chairperson of the Trust.

19. GOVERNING LAW

- 19.1 This deed shall be governed and construed in accordance with the laws of New Zealand.

20. EXECUTION

- 20.1 This deed may be signed in any number of counterparts, and all signed counterparts will be deemed to constitute a valid and binding deed.

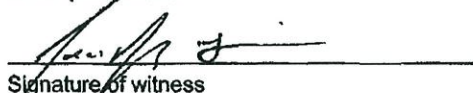
SIGNED AS A DEED

**SIGNED by THE HONOURABLE PATRICIA
HEKIA PARATA**
as Settlor:



The Honourable Patricia Hekia Parata

In the presence of:


Signature of witness

CHRISTOPHER DOUGLAS-HAWAII
Name of witness

PUBLIC SERVANT
Occupation

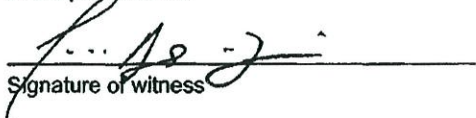
GLASGOW
City/town of residence

**SIGNED by THE HONOURABLE PATRICIA
HEKIA PARATA**
as Trustee:



The Honourable Patricia Hekia Parata

In the presence of:


Signature of witness

CHRISTOPHER DOUGLAS-HAWAII
Name of witness

PUBLIC SERVANT
Occupation

GLASGOW
City/town of residence

**SIGNED by SIR SELWYN TANETOA
PARATA**

as Trustee:

TA S. T. Parata K N Z M
Sir Selwyn Tanetoa Parata

In the presence of:

[Signature]
Signature of witness

CHRISTOPHER DOUGLAS-MUHAMMAD
Name of witness

PUBLIC SERVANT.
Occupation

GISBORNE.
City/town of residence

SIGNED by INGRID NEA COLLINS
as Trustee:

[Signature]
Ingrid Nea Collins

In the presence of:

[Signature]
Signature of witness

Peter Kana
Name of witness

Teacher.
Occupation

Whangarei.
City/town of residence

SIGNED by REI MOKENA KOHERE
as Trustee:



Rei Mokena Kohere

In the presence of:



Signature of witness



Name of witness



Occupation



City/town of residence

SIGNED by KYLIE FRANCES POTAE
as Trustee:

Kylie Frances Potae

In the presence of:

Signature of witness

Name of witness

Occupation

City/town of residence

SIGNED by REI MOKENA KOHERE
as Trustee:

Rei Mokena Kohere

In the presence of:

Signature of witness

Name of witness

Occupation

City/town of residence

SIGNED by KYLEE FRANCES POTAE
as Trustee:



Kylee Frances Potae

In the presence of:



Signature of witness

Leonie Reedy

Name of witness

Accounting Admin

Occupation

Gisborne

City/town of residence

