

**Deed of trust
establishing**

**Dementia New Zealand
Charitable Trust**

Jocelyn Grace Weatherall

Patrick John Cleaver

Paul Jonathan Tunley

Broughton Beauchamp Thomas

Trustees

Date *3 November 2016*

TGT
LEGAL



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Deed dated

3 November

2016

Parties

Jocelyn Grace Weatherall of Auckland, Patrick John Cleaver of Auckland, Paul Jonathan Tunley of Auckland and Broughton Beauchamp Thomas of Hamilton ("Trustees")

Introduction

- (A) The Trustees wish to establish a trust for the charitable purposes more particularly set out in this deed, to be known as Dementia New Zealand Charitable Trust.
- (B) The Trustees hold the sum of ten dollars (\$10.00) upon the trusts, and with and subject to the powers and discretions set out in this deed.
- (C) It is anticipated that further property may from time to time be acquired by the Trustees for the purposes of the Trust.

This Deed witnesses

1. Name of Trust

- 1.1 The trust created by this deed shall be known as **Dementia New Zealand Charitable Trust**.

2. Definitions and Interpretation

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

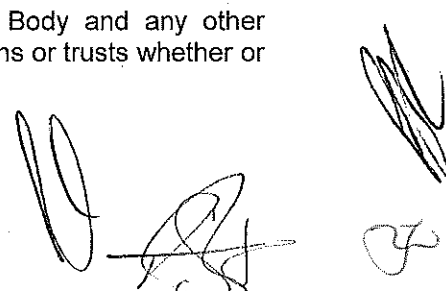
"**Appointing Committee**" means a committee established under clause 7.11 and the persons for the time being and from time to time comprising the Appointing Committee governed by procedure set out in a separate document that shall hold the power to appoint and remove some Trustees.

"**charitable purposes**" means every purpose within New Zealand 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).

"**Dementia Service Providers**" means any Regional Dementia Body and any other corporations, associations, clubs, institutions, societies, organisations or trusts whether or



not carried on for the private profit of any person whose funds are applied wholly or principally to any civic, community, charitable, philanthropic, religious, benevolent or cultural purpose but which provide or are actively involved with the provision of dementia care or support services in New Zealand to those affected by dementia.

"**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.

"**Regional Council Area**" means the geographic and administrative area covered by a regional council governing a defined region of New Zealand, as may change from time to time. At the date of this deed the regions are Auckland, Canterbury and Waikato and the Trustees may add or remove such regions as they determine from time to time. The Trustees may define the boundaries of such regions in such manner as they decide.

"**Regional Dementia Body**" means a regional body comprised of residents of a specific Regional Council Area in New Zealand that is recognised by Dementia New Zealand Charitable Trust as representing that Regional Council Area.

"**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 ten (10) 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 Trustees declare and acknowledge that the Trustees shall hold the Trust Fund upon the trusts, and with and subject to the powers and discretions, contained or implied in this deed.

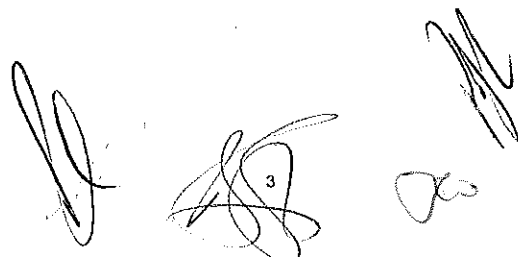
4. Charitable purposes

- 4.1 **Purposes:** The Trustees shall hold the Trust Fund upon trust to pay or apply the income and the capital of the Trust Fund in such amounts, at such times, and subject to such terms and conditions, as the Trustees may decide for all or any of the following purposes:

- (a) to be a forum for collaboration of Dementia Service Providers in the community;
- (b) to be a vehicle for service improvement amongst Dementia Service Providers (including shared projects);
- (c) to further the development of the models of care for people affected by dementia in an evidenced manner;
- (d) to facilitate advocacy and awareness of dementia and promote the voice of those affected by dementia;
- (e) to facilitate, and assist corporations, associations, clubs, institutions, societies, organisations, trusts or individuals as determined by the Trustees from time to time, to contribute financially to Regional Dementia Bodies and any associations, clubs, institutions, societies, organisations or trusts that provide or are actively involved with the provision of dementia care, support services, or research in New Zealand related to those affected by dementia to better understand the needs of persons affected by dementia;
- (f) to work effectively with those making policy to further serve these objects;
- (g) to accept and honour the Treaty of Waitangi as the basis of the relationship between Maori and Pakeha and to recognise the differing needs of all cultures; and
- (h) to promote such other charitable purposes as the Trustees may decide.

- 4.2 **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 undertake such activities and enterprises as may be necessary or desirable including:

- (a) provide administrative, practical and other assistance to Dementia Service Providers, eligible persons or entities for exclusively charitable purposes;
- (b) establish programmes for the assistance of eligible persons or entities for exclusively charitable purposes; and
- (c) such other activities and enterprises to further the charitable purposes of the Trust as the Trustees may decide.

Handwritten signatures and initials at the bottom right of the page. There are three distinct signatures: a large, stylized signature on the left, a signature with the number '3' in the middle, and a smaller signature on the right.

5. Powers and discretions of Trustees

- 5.1 **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 trusts 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 mortgages, other securities and guarantees.
- 5.2 **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.
- 5.3 **Investment Discretion:** In exercising their powers of investment the Trustees may acquire any property, or retain or deal with any property which from time to time comprises the whole or part of the Trust Fund notwithstanding that any act or omission by the Trustees in the exercise of those powers and discretions would be, or could be, contrary to the principles governing the investment of trust funds set out in the Trustee Act 1956. This clause expresses a "contrary intention" for the purposes of section 13D of that Act.

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 **Number of Trustees:** The number of Trustees shall be not less than four (4) and no more than eight (8). Any vacancy which occurs in the number of Trustees shall be filled as soon as practicable in accordance with the terms of this deed.
- 7.2 **Appointment of Trustee:** The Trustees shall be appointed as follows:
- (a) the Regional Dementia Body for Auckland shall have the powers, exercisable from time to time, to appoint two (2) Trustees;
 - (b) the Regional Dementia Body for Canterbury shall have the powers, exercisable from time to time, to appoint one (1) Trustee;

- (c) the Regional Dementia Body for Waikato shall each have the powers, exercisable from time to time, to appoint one (1) Trustee;
- (d) the Trustees appointed under sub-clauses (a), (b) and (c) of this clause shall collectively by majority have the powers, exercisable from time to time, to appoint no more than two (2) Trustees; and
- (e) the Appointing Committee shall collectively by majority have the powers, exercisable from time to time, to appoint no more than two (2) Trustees.

7.3 **Signatories to be first Trustees:** The persons named in this deed as Trustees shall be the first Trustees of the Trust. For the purposes of clause 7.2:

- (a) the Regional Dementia Body for Auckland shall be deemed to have appointed Jocelyn Grace Weatherall and Patrick John Cleaver;
- (b) the Regional Dementia Body for Canterbury shall be deemed to have appointed Paul Jonathan Tunley; and
- (c) the Regional Dementia Body for Waikato shall be deemed to have appointed Broughton Beauchamp Thomas.

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

- (a) resigns as a Trustee in accordance with clause 7.5; or
- (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; or
- (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; or
- (d) becomes insolvent or commits an act of bankruptcy; or
- (e) dies; or
- (f) is removed from office in accordance with the terms of this deed; or
- (g) is or becomes ineligible to hold office under the Charities Act 2005.

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) and (f) apply from the date of the event mentioned.

7.5 **Resignation of Trustee:** A Trustee may resign by giving not less than thirty days' notice (or such shorter period of notice as the person or persons to whom notice must be given under this clause may accept) in writing to the other Trustees or to the Secretary of the Trust. Such notice must be signed and delivered either in person, by post, facsimile or Email. Any such notice sent by a Trustee for this purpose in person, by post, facsimile or Email shall be deemed to have been duly signed by that Trustee. Upon the expiry 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.

- 7.6 **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:
- (a) a resolution passed by all of the Trustees then holding office except the Trustee whose removal is proposed, if in the opinion of the other Trustees the continuation in office of the Trustee so removed shall not be in the best interests of the Trust; or
 - (b) the Regional Dementia Body that appointed that Trustee; or
 - (c) the Appointing Committee that appointed that Trustee.
- 7.7 **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.
- 7.8 **Means of appointing trustees:** New, additional and advisory trustees shall always be appointed by deed executed by the person or persons having the power of appointment of new, additional and advisory trustees and the person being appointed.
- 7.9 **Power of attorney:** To facilitate the vesting, transfer or assignment of the assets comprising the Trust Fund to the Trustees for the time being, following the exercise of the power of removal, every person, at any time being a Trustee, irrevocably appoints the person or persons having the power of removal to be their attorney to do all things necessary to vest, transfer and assign all property forming the Trust Fund and no person shall be concerned to inquire of or question the propriety or otherwise of such vesting, transfer or assignment.
- 7.10 **Vacancy in office:** Where a vacancy occurs in the number of Trustees, and the number of Trustees then holding office is less than four (4), the Trustees then holding office shall have the right to exercise all rights, powers and discretions under this deed for a period of up to one (1) month from when the vacancy occurred until a Trustee or Trustees are appointed under clause 7.2 to restore the number of Trustees to at least four (4).
- 7.11 **Appointing Committee:** The Trustees then in office may decide by a unanimous resolution and in consultation with the Regional Dementia Bodies, to nominate an Appointing Committee.

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.

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8.2 Meetings:

- (a) Except as expressly provided otherwise by this deed any matter requiring decision at a meeting of the Trustees shall be decided by a seventy five percent (75%) majority of the Trustees then holding office personally present and voting on the matter.
- (b) 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. Such a resolution may be delivered in person, by post, facsimile or Email. Any such resolution delivered by a Trustee in person, by post, facsimile or Email shall be deemed to have been duly signed by that Trustee.
- (c) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee then within New Zealand at least three working 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.
- (d) The quorum for a meeting of Trustees shall be half plus one of the Trustees then holding office.
- (e) 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 then in New Zealand 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;
 - (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.

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 other positions:

- (a) The Trustees shall 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.
- (c) The Trustees may appoint a Secretary who may be honorary, or may be a full-time or part-time employee of the Trust, or may also be a Trustee.

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 by the Secretary 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 or endorsed, as the case may be, by such person or persons 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. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees.

8.8 Annual general meeting: An Annual General Meeting shall be held on not less than one (1) calendar month's written notice to all Regional Dementia Bodies, in or about the month of November each year, with the purposes of providing an update on the Trust's activities, providing the Trust's annual financial statements and annual report, consulting with the Regional Dementia Bodies on any issues the Trustees decide, and any other business the Trustees see fit. The meeting shall be held in person or by electronic means such as telephone conferencing, video conferencing, Email, or by some other agreed electronic system.

9. Liability and indemnity of Trustees

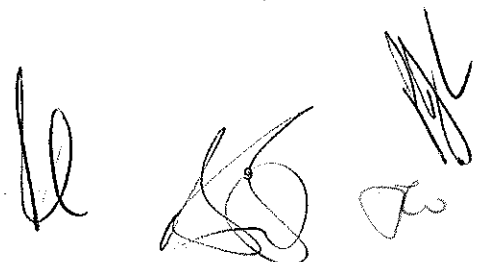
- 9.1 **No liability of Trustees, with exceptions:** No Trustee shall be liable for any loss to the Trust Fund not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust. No Trustee shall be bound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

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 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 that person.

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 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 50 of

the Trustee Act 1956, and the Trustees may at any time by deed revoke any such appointment.

15. Incorporation

- 15.1 The Trustees may at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under the name "Dementia New Zealand Charitable Trust" or such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this deed shall be conferred upon the Trustees as a trust board.

16. Office of the trust

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

17. Seal

- 17.1 Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two trustees and shall be sufficient evidence of authority to affix the seal.
- 17.2 No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to fix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

18. Winding up of trust

- 18.1 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 of the Trustees then holding office 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.

19. Alteration of terms of deed

- 19.1 The Trustees may, by a unanimous resolution of the Trustees then holding office 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.

20. Notice and electronic communications

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

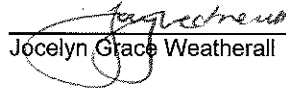


- (a) delivering in person, by post, facsimile or Email a copy to the registered office of the Trust; or
- (b) delivering in person, by post, facsimile or Email a copy to the Chairperson or Secretary of the Trust.


20.2 "Email" where expressly referred to in this deed is an authorised electronic means of delivery and service of notice provided that a Trustee proposing to use such means of delivery or notice must first give notice in writing to the other Trustees or to the Secretary of the Trust of the email address to be used by that Trustee as a means of delivery and notice, and the Trustee must confirm that the email account to be used is both password protected and accessible only by the Trustee using it to the best of that Trustee's knowledge, information and belief. Such notice in writing may be delivered to the other Trustees or to the Secretary of the Trust in person, by post or facsimile. Any document sent or notice served from an email address of which the Trustees have received such notice shall be deemed to have been duly sent, served and signed by the Trustee to whom the email address relates. Should a Trustee become aware that the security of their email account has been compromised, the Trustee must give notice in writing to the other Trustees or the Secretary of the Trust immediately and, until that time, any document sent or notice served from that email account shall be deemed to have been duly sent, served and signed by that Trustee. Such notice may be delivered to the other Trustees or to the Secretary of the Trust in person, by post or facsimile.

SIGNED AS A DEED

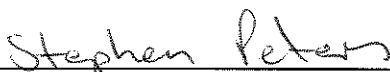
SIGNED by Jocelyn Grace Weatherall as
Trustee in the presence of:




Jocelyn Grace Weatherall




Signature of witness



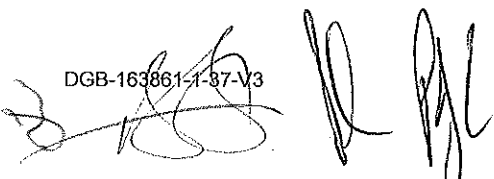
Name of witness



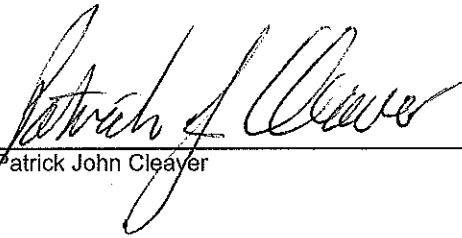
Occupation




City/town of residence

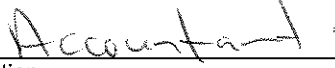
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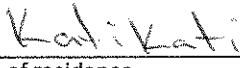
**SIGNED by Patrick John Cleaver as
Trustee in the presence of:**


Patrick John Cleaver

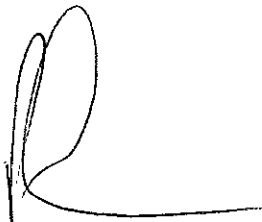

Signature of witness

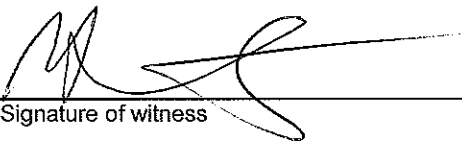

Name of witness

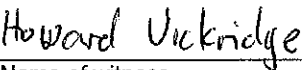

Occupation

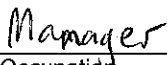

City/town of residence

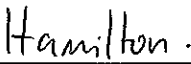
**SIGNED by Paul Jonathan Tunley as
Trustee in the presence of:**

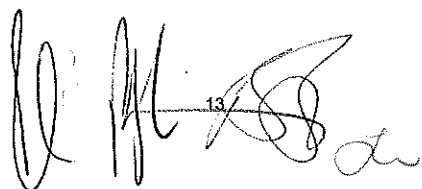

Paul Jonathan Tunley


Signature of witness


Name of witness


Occupation



City/town of residence



**SIGNED by Broughton Beauchamp
Thomas as Trustee in the presence of:**



Broughton Beauchamp Thomas



Signature of witness

Howard Vickridge.

Name of witness

Manager

Occupation

Hamilton

City/town of residence

