

HAMLIN'S HILL (MUTUKAROA) MANAGEMENT TRUST - DEED OF VARIATION

Executed by

**THE BOARD OF TRUSTEES
HAMLIN'S HILL (MUTUKAROA) MANAGEMENT TRUST**

 **Simpson Grierson**

Barristers & Solicitors
Auckland, Wellington & Christchurch
New Zealand
www.simpsongrierson.com

DEED OF VARIATION dated the SEVENTH day of DECEMBER 2015

EXECUTED BY

THE BOARD OF TRUSTEES OF HAMLIN'S HILL (MUTUKAROA) MANAGEMENT TRUST, a board incorporated under the Charitable Trusts Act 1957, registration number 840433, and having its registered office at Auckland

BACKGROUND

- A. The Trust is a charitable trust that was settled by the Minister of Lands on terms set out in its Trust Deed dated 25 September 1996. The trustees of the Trust are incorporated as a board under the Charitable Trusts Act 1957.
- B. Under clause 17.1 of the Trust Deed, the Board has the power to vary any of the provisions of the Trust Deed, provided that any such variation is approved in accordance with that clause and is not inconsistent with the objects of the Trust.
- C. At a meeting convened in accordance with clause 17.1, the Board, including all of the current trustees of the Trust, unanimously resolved to vary the terms of the Trust, as set out in clause 2 of this deed, and none of the variations is inconsistent with the objects of the Trust.
- D. The purpose of this deed is to formally record the variations to the terms of the Trust.

TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this deed, unless the context indicates otherwise:

Board means the board of trustees of the Trust, incorporated under the Charitable Trusts Act 1957, registration number 840433;

Operative Date means the date of execution of this deed;

Trust means the Hamlin's Hill (Mutukaroa) Management Trust; and

Trust Deed means the original trust deed setting out the terms of the Trust, dated 25 September 1996, attached as Schedule One to this deed.

1.2 Interpretation: In this deed, unless the context indicates otherwise:

(a) **Clauses:** references to clauses are references to clauses in this deed;

(b) **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning throughout this deed, including the background;

(c) **Headings:** clause and other headings are for ease of reference only and will not affect this deed's interpretation; and

(d) **Plural and Singular:** singular words include the plural and vice versa.

2. VARIATION OF TRUST TERMS

The Trustees record that, with effect from the Operative Date, the terms of the Trust as set out in the Trust Deed are varied as follows:

2.1 Changes to Definitions: Clause 1(a) of the Trust Deed is amended by:

deleting the "Act" definition and replacing it with:

"Act" means the Local Government Act 2002;

deleting the "ARC" definition and replacing it with:

"Auckland Council" means the Auckland Council, being the unitary authority established under the Local Government (Auckland Council) Act 2009;

deleting the "Charitable purposes" definition and replacing it with:

"Charitable purposes" means charitable purposes under the law of New Zealand, provided that if by reason of any alteration in the law relating to charitable trusts or income tax it is at any time necessary to restrict references to such purposes to preserve the validity of the Trust or exemption of the Trust's income from income tax as a charity or local/regional promotion body under the Income Tax Act 2007, such references shall be deemed to be restricted to the extent necessary;

and amending the "Trust" definition to read:

"Trust" means the trust governed by terms set out in this deed and operating under the name set out in clause 2;

2.2 Substitution of Terms: Except where dealt with by another variation under this deed, all references to "ARC" or "Auckland Regional Council" in the Trust Deed are replaced with "Auckland Council".

2.3 New Name of Trust: Clause 2 of the Trust Deed is revoked and replaced by the following clause 2:

"2 THE NAME of the trust created by this deed shall be the MUTUKAROA (HAMLINS HILL) MANAGEMENT TRUST."

2.4 Area of Trust: Clause 3 of the Trust Deed is amended by deleting "Auckland region" and replacing it with "Auckland Council area".

2.5 Primary Object: Clause 4(a) of the Trust Deed is amended by deleting the words "under section 619 of the Act".

2.6 Further Objects: Clause 5(a) of the Trust Deed is revoked and replaced with:

"(a) To declare support for conservation of historic, scenic, archaeological, biological, educational, community and cultural values;"

2.7 Reserves Act Reference: Clause 6 of the Trust Deed is amended by deleting the word "Act" and replacing it with "Reserves Act 1977".

2.8 Quorum: Clause 11.1(e) of the Trust Deed is amended by deleting the words "*personally present*" and adding the words "*excluding proxies*" at the end of clause 11.1(e).

2.9 Meetings: New clause 11.1(h) is added to the Trust Deed:

"(h) *The trustees may meet by assembling together, and/or by means of audio, audio and visual, or any other form of communication suitable for conducting meetings by which all trustees can participate and simultaneously hear each other throughout the meeting.*"

2.10 Parks Manager Reference: Clause 11.3(a) of the Trust Deed is amended by deleting the words "*General Manager, ARC Parks Service*" and replacing them with "*Auckland Council manager for regional parks (or equivalent Auckland Council representative, as notified by the Auckland Council to the Trust)*".

2.11 Trustees' Term of Office: Clause 13.1 is revoked and replaced with:

"**13.1** *THE TERM* of office of trustees is five years or until the trustee vacates pursuant to clause 13.2, which ever is longer."

2.12 Nomination of Trustees: Clause 13.4 is amended by:

revoking paragraph (a) and replacing it with:

"(a) *two shall be appointed on the nomination of the Auckland Council;*"

revoking paragraph (b) and replacing it with:

"(b) *one shall be appointed on the nomination of the Ngāti Whātua Ōrākei Trust;*

revoking paragraph (c) and replacing it with:

"(d) *one shall be appointed on the nomination of Waikato Tainui Te Kauhanganui Incorporated;*

revoking paragraph (e);

revoking paragraph (f) and replacing it with:

"(e) *one shall be the elected Member of Parliament representing the electorate within the boundaries of which Mutukaroa / Hamlin's Hill is located.*"

2.13 Appointment of Trustees: Clause 13.5 is revoked and replaced with:

"**13.5** *THE STATUTORY* power of appointment of trustees shall vest in an appointments committee comprising a representative of Auckland Council and at least one other trustee and shall be executed in accordance with Clause 13.4 herein."


- 2.14 **Appointment of advisors:** Clause 13.6 is amended by replacing "recommendation of the ARC's Regional Parks Committee" with "recommendation of the relevant committee of the Auckland Council".
- 2.15 **Trustees:** Clause 19.1 is amended by deleting the words "Minister of Lands" and replacing them with "Minister of Lands and Information".

3. CONFIRMATION OF OTHER TRUST TERMS

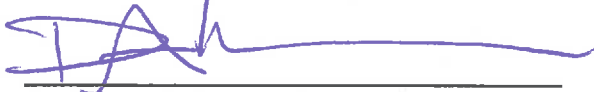
The Board confirms that except as expressly varied by this deed, the terms of the Trust as set out in the Trust Deed remain fully effective and unaltered.

EXECUTED AND DELIVERED AS A DEED

SIGNED on behalf of **THE BOARD OF TRUSTEES OF HAMLIN'S HILL (MUTUKAROA) MANAGEMENT TRUST** by:



Signature of Trustee



Signature of Trustee

George Kahi

Name of Trustee

Denze Kroum

Name of Trustee

SCHEDULE ONE – Trust Deed

THIS DEED made this 25th day of September 1996

BETWEEN THE MINISTER OF LANDS ("the settlor")

AND PHILIP REECE WARREN, of Auckland, Company Director,
representing the Auckland Regional Council,

HUGH KAWHARU, of Auckland, Knight, representing the Ngati
Whatua Trust Board,

HARIATA GORDON, of Auckland, Iwi Consultant, representing
the Ngati Paoa Trust Board, and

ROBERT MAHUTA of Hamilton, Knight, representing the Tainui
Maori Trust Board,

LESLIE ROY MILLS of Auckland, Mayor of the City of
Auckland, representing the Auckland City Council

RICHARD JOHN NORTHEY of Auckland, being the Member of
Parliament for the Onehunga electorate within which
Hamlins Hill is located.

("the trustees")

BACKGROUND

- A. The settlor wishes to establish a trust fund to promote, carry out and assist the charitable purposes set forth in this deed and has paid to the trustees the sum of \$10.00 to be held by the trustees upon the trusts and with the powers contained in this deed.
- B. Further money may from time to time be raised as the trustees may deem appropriate, whether privately or by public appeal or otherwise, for the purpose of furthering the said charitable purpose.
- C. the trustees have consented to become the trustees of the trusts created by this deed with and subject to the powers and provisions in this deed.

THIS DEED WITNESSES as follows :

INTERPRETATION

1. IN THIS DEED unless the context otherwise requires -

(a) "Act" means the Local Government Act 1974;

"ARC" means the Auckland Regional Council established under the Local Government Act 1974;

"Charitable purposes" has the meaning given to that expression by the Income Tax Act 1994, provided however that if by reason of any alteration in the law relating to income tax it is at any time necessary to restrict such purposes to preserve the right to income tax exemption of the kind referred to in section CB4(i)(c) of the said Act, such purposes shall thereupon be deemed to be restricted to the extent necessary;

"Park" means the land known as Hamlin's Hill (Mutukaroa) described in the Schedule to this deed;

"Property" includes real and personal property, and any estate, share, and interest in any property, real or personal, any debt, any thing in action, and any other right or interest, whether in possession or not;

"Trust" means the Hamlin's Hill (Mutukaroa) Management Trust created and evidenced by this deed;

"Trustees" includes the trustee or trustees for the time being of the trusts evidenced by this deed, whether original, additional or substituted, and if the trustees have at any time become incorporated, their body corporate;

"Trust fund" means any property which may from time to time be received by or vested in the trustees for the charitable purposes of the trusts evidenced by this deed and includes all money and investments from time to time representing such property and the income therefrom.

- (b) a reference to any enactment includes any amendment of it and any enactment in substitution for it;
- (c) a reference to a numbered clause is a reference to the clause of that number in this deed.

NAME

2. **THE NAME** of the trust created by this deed shall be the Hamlin's Hill (Mutukaroa) Management Trust.

OBJECTS OF THE TRUST

3. **THE TRUSTEES** acknowledge and declare that the trustees shall stand possessed of the trust fund and shall apply it for charitable purposes as set out in this deed within New Zealand for the benefit of the community of the Auckland region and in accordance with the laws of New Zealand.
4. **THE PRIMARY** object of the trust is to hold an estate or interest in, support, and contribute to the control, management, protection and enhancement of the park as a regional park under the Act, in particular by -
- a) Leasing the park to the ARC for setting apart under Section 619 of the Act as a Regional Park at a peppercorn rental and otherwise on such terms as may be agreed between the Trustees and the ARC.
 - b) Participating in the statutory management planning process under the Act with reference to the park;
 - c) Offering general advice to the ARC on matters to do with the park;
 - d) Raising funds to support selected projects on the park;
- and the trustees shall at all times use all reasonable endeavours and take all practicable, steps to implement the leasing of the park to the ARC in terms of subparagraph (a) of this clause.

5. **FURTHER OBJECTS** of the trust are :

- a) To declare support for conservation of the values referred to in section 619 of the Act through regional parks;
- b) To assist in educating the public concerning the need for the protection of New Zealand's national and regional heritage, the values of the park and of other regional parks and the protective and restorative acts that will best serve these interests;
- c) To keep supporters of the trust informed about the park and relevant activities;
- d) To liaise and co-ordinate activities with the ARC;
- e) To support and promote policies which are commensurate with the park's status as a regional park and to promote the eventual permanent reservation of the land as a regional park;
- f) to assist and co-operate with persons and organisations sharing similar views or objects;

and all other charitable purposes that are of benefit to the park as a regional park

6. **IN ACCEPTING** the objects of the trust, the trustees wish to make it clear that, while they wish to contribute to the management of the park in the area of general policy advice, they do not wish to be involved in the determination of detailed policy matters or in management decisions with regard to the park, otherwise than through the opportunities available to them to provide input to the park management plan which the ARC is required by the Act to establish and maintain for the park. This statement does not inhibit the trustees from making suggestions or comments, but does emphasise the apolitical perspective of the trust.

7. POWERS OF TRUSTEES

7.1 **THE TRUSTEES** shall have power to do all or any of the following things either alone or in common with any other persons provided all actions of the trustees are in accordance with the charitable purposes set out in this deed:

Investments

- (a) To invest the trust fund in any lawful manner, whether at the time in a state of investment or not. Any such investments may be varied in any lawful manner from time to time;

Donations

- (b) To solicit donations, legacies, devises, bequests, gifts and grants of all kinds from the public or any institution;

Subsidies and Grants

- (c) To apply for and accept any subsidy, grant, donation or suspensory loan from any source calculated directly or indirectly to benefit the charitable purposes of the trust;

Expenses

- (g) To pay all costs, expenses and outgoings in any way related to the trust fund and the charitable purposes;

Employment

- (h) To employ, pay, remove or suspend such secretary, treasurer and other officers and such specialists, employees, agents, contractors or other persons for any services in relation to the objects of the trust as the trustees may from time to time deem necessary and to determine the duties and powers of such persons and fix their salaries and remuneration;

Support of Other Charities

- (i) To establish and support or aid in the establishment and support of any associations, societies, trusts, institutions and other organisations so as to further the charitable purposes contained in this deed **PROVIDED THAT** such associations, societies, trusts, institutions and other organisations are established exclusively for charitable purposes within New Zealand;

statutory provisions governing or relating to the manner in which trust funds shall be invested or managed;

- (c) Develop and formulate an investment strategy.

8. CONSULTATION

- 8.1 **THE TRUSTEES** shall use all reasonable endeavours to co-ordinate their activities with the Auckland Regional Council and shall ensure that the trustees undertake no activities which are inconsistent with or do not comply with the provisions of any management plan prepared under the Act.

9. APPLICATION OF TRUST FUND

- 9.1 **THE INCOME** and property of the trust fund shall be applied solely towards the promotion of the objects of the trust and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any person **PROVIDED THAT** nothing in this deed shall prevent the payment in good faith of any reasonable and proper salaries and remuneration to or for any officers, specialists, employees, agents, contractors or other persons in return for any services actually rendered in relation to the trust.

11. MEETINGS

- 11.1 (a) A meeting of the trustees ("annual meeting") shall be held within three months of the end of each financial year;
- (b) The trustees may also hold such other meetings as they may from time to time think fit for the transaction of such business as the trustees may consider desirable at times and places to be fixed by the trustees ("ordinary meeting");
- (c) On the written requisition of the chairperson of the trust, or of at least two trustees, specifying the business to be transacted at the meeting, the principal administrative officer of the trust shall call a meeting of the trustees ("special meeting").
- (d) At least fourteen days' notice of each annual meeting and seven days' notice of each special meeting shall be given to each trustee and such notice shall specify the general nature of the business to be discussed at such meeting;
- (e) At all meetings of the trustees 4 trustees personally present shall form a quorum;
- (f) At every meeting of the trustees each trustee present shall have one vote and all questions arising at meetings of the trustees shall be decided by a

majority vote. In the event of an equality of votes the chairperson of such meeting shall have a second or casting vote;

- (g) Every trustee shall be entitled to appoint a proxy to represent him or her at any meeting of the trustees. The instrument appointing a proxy shall be in writing under the hand of the appointer and must be received by the person acting as the chairperson prior to the time of the relevant meeting. Any proxy must be another trustee;

11.2 (a) The trustees shall at their first ordinary meeting (to be held within one month of the date of this deed) and at each annual meeting thereafter and at the first ordinary meeting after the office of chairperson of the trust becomes vacant elect a chairperson of the trust who shall preside at every meeting of the trust at which he or she is present and shall hold office until the next annual meeting. In the event of the chairperson not being present at any meeting of the trustees present shall elect a chairperson for such meeting;

- (b) The chairperson shall submit to the annual meeting a report on the year's work (and for this purpose, the financial year of the trust shall terminate on 30 June in each year) together with financial statements including a balance sheet.

11.3 (a) **THE TRUSTEES** shall invite the General Manager, ARC Parks Service or his/her nominee to attend and participate in the meetings of the trust but such attendee shall have no right to vote on any matter.

- b) THE TRUSTEES may invite the Auckland Regional Conservator and/or the Commissioner of Crown Lands or their respective nominees to attend the meetings but such attendees shall be present merely to observe, and shall have no right to vote on any matter.

12. ACCOUNTS

12.1 THE TRUSTEES shall cause true and fair books of account to be kept in respect of the trust and the trust fund including all sums of money received and expended by the trustees, the matters to which such receipts and expenditure relate and the assets and liabilities of the trust. The books of account of the trust shall be kept at the office of the secretary or such other place or places as the trustees shall think fit

12.2 THE TRUSTEES may resolve to have the financial statements including the balance sheet and books of account and other records audited. The trustees shall appoint one or more chartered accountants to be auditor or auditors and the financial statements, balance sheet, books of account and other records shall be open to inspection by the auditor or auditors at all times and the auditor or auditors shall within 30 days before the annual meeting of trustees audit and report to the trustees upon the financial affairs of the trust and the trust fund.

13. TRUSTEES

13.1 THE TERM of office of trustees shall be *five*, years.

13.2 THE OFFICE of trustee shall be vacated if a trustee:

- (a) Becomes bankrupt or makes any arrangement or composition with creditors generally; or
- (b) Is convicted of any offence against the laws of New Zealand for which the trustee may be liable on conviction to imprisonment; or
- (c) Becomes of unsound mind or becomes a protected person; or
- (d) Resigns office by notice in writing to the secretary or chairperson for the time being; or
- (e) Fails to attend three consecutive meetings of the trustees without having first obtained the leave of the chairperson for the time being; or
- (f) Is required to resign by a resolution carried by the votes of a two-thirds majority of votes of the other trustees.
- (g) Having been appointed a trustee by reason of his or her holding a particular office, ceases to hold that office.

13.3 UPON CEASING to be a trustee pursuant to clause 13.1 or 13.2 the vacating trustee shall if and when required by the remaining trustees execute and do all such deeds, acts, matters and things as may be necessary for the purpose of vesting any property held by the trustees in the trustees for the time being or as they shall direct.

13.4 THERE shall be six trustees, who shall be appointed as follows:

- a) one shall be appointed on the nomination of the Auckland Regional Council;
- b) one shall be appointed on the nomination of the Ngati Whatua Trust Board;
- c) one shall be appointed on the nomination of the Ngati Paoa Trust Board;
- d) one shall be appointed on the nomination of the Tainui Maori Trust Board
- e) one shall be appointed on the nomination of the Auckland City Council.
- f) one shall be the elected Member of Parliament representing the electorate within the boundaries of which Hamlin's Hill is located.

13.5 THE STATUTORY power of appointment of trustees shall vest in an appointments committee comprising the representative of the Auckland Regional Council and at least one other trustee appointed by the trustees to the committee and shall be exercised in accordance with Clause 13.4 herein.

13.6 THE TRUSTEES shall have the power to appoint such other person or persons as advisors to the trustees as the trustees shall from time to time think fit including a person appointed on the recommendation of the ARC's Regional Parks Committee, it being recognised that this power of the trustees is exercised in their absolute and unfettered discretion, and such persons shall not be or act as trustees

13.7 **THE TRUSTEES** may from time to time establish and disband working committees and support groups consisting of such persons as the trustees see fit to advance the objects of the trust and shall decide on the appointment and removal of such persons as members of such committees or groups.

14. **LIABILITY OF TRUSTEES**

14.1. **NO TRUSTEE** shall be liable for any loss not attributable to their own dishonesty or to the wilful commission by them of any act known to them to be in breach of trust and in particular 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.

15. **INTERESTED TRUSTEES**

15.1 **SUBJECT TO** this clause 15, any trustee will be entitled to act under this deed and to exercise all of the powers hereby conferred upon the trustee notwithstanding that the trustee is or may be or becomes associated (whether as director or otherwise in a private capacity or as trustee of any other trust) with any company, partnership, organisation or group to which the trustees sell or lease any property forming part of the trust fund or in which the trustees hold or propose to acquire shares or other investments as part of the trust fund or with which the trustees otherwise deal as trustees of this deed and notwithstanding that any trustee may be the trustee of any other trust to or from which the trustees propose to sell or purchase shares or other property or with which the trustees otherwise deal as trustees of this deed and notwithstanding that the interests or duty of such trustee in any particular matter or matters may conflict with the trustee's duty to the trust fund or the beneficiaries herein and notwithstanding that such trustee is selling or leasing any property forming part of the trust fund to the trustee or purchasing any property to form part of the trust fund from the trustee or otherwise deals as trustee of this deed with the trustee in another capacity.

15.2 **WHERE ANY** such interest of a trustee exists and there is at the time more than one trustee:

- (a) such trustee will declare the nature of the trustee's interest at any meeting of the trustees;
- (b) such trustee will not take part in any deliberations or proceedings, including voting, relating to such transaction;
- (c) if such trustee does contravene paragraph (b) of this clause 15.2, the trustee's vote will not be counted, nor will the trustee be counted in the quorum present at the meeting; and
- (d) for the purpose of proceedings, including voting, relating to such transaction, any questions arising will be declared by the votes of a majority of those trustees present and eligible to vote.

16. **INCORPORATION AND COMMON SEAL**

16.1 **THE TRUSTEES** may at any time resolve to apply for the incorporation of the trustees as a Board under Part II of the Charitable Trusts Act 1957

16.2 **IF THE** trustees become incorporated they shall provide a common seal for the Board which shall always be deposited with the chairperson or secretary for the trustees for the time being.

16.3 THE COMMON seal shall only be affixed to any document requiring execution by the trustees by the authority of the trustees previously given at a meeting of the trustees. Every such affixing of the common seal shall be performed in the presence of and accompanied by the signatures of two trustees which shall be sufficient evidence of the authority to affix the common seal. No person dealing with the trustees or the Board shall be bound or concerned to see or inquire as to the authority under which any document is sealed and in whose presence

17. VARIATION

17.1 THE TRUSTEES may by the affirmative vote of all the trustees and by resolution passed at a duly convened meeting of the trustees of which not less than 14 days' notice has been given to all the trustees revoke, vary or add to any of the provisions of this deed so long as such revocation, variation or addition is not inconsistent with the objects of the trust

18. DISSOLUTION

18.1 IF:

- (a) In the event of it becoming impossible, impractical or inexpedient to carry out the objects of the trust; or

- (b) In the opinion of the trustees the objects of the trust become sufficiently effected or accomplished by any other associations, societies, trusts, institutions, organisations, persons or agents (whether governmental or otherwise) other than by the trust; or

(c) For any other reason;

the trustees wish to dissolve and wind up the trust, it shall be lawful for the trustees to dissolve and wind up the trust in which case the net assets of the trust fund, being the surplus of assets remaining after payment of all liabilities and expenses, shall be disposed of in the discretion of the trustees to or among such charitable objects and charitable purposes within New Zealand which most nearly resemble the objects of the trust PROVIDED THAT the trustees shall use their best endeavours to vest in the ARC any interest they hold in the park.

19. DIFFERENCES

19.1 IF ANY DIFFERENCE or dispute arises between the trustees and the ARC on any matter touching the park or the leasing of it or any other matter affecting the relationship between those parties, they shall endeavour to settle the same by consultation and, if necessary, mediation and in the event a settlement cannot be agreed upon within two months of the commencement of the dispute, then the parties shall refer the matter and all submissions they wish to make thereon to the Minister of Lands whose decision shall be final and binding on the parties.

SCHEDULE

All that parcel of land containing 24.7254 hectares more or less being part Lot 5 D.P. 20687 and being part of the land contained in Certificate of Title 58D/183 (North Auckland Registry)

IN WITNESS of which this deed has been executed

SIGNED by The Minister of Lands

DENIS WILLIAM ANSON MARSHALL)

as settlor, for and on behalf of)

HER MAJESTY THE QUEEN.)

in the presence of)

Denis Anson Marshall

C. Pearce

Name of Witness: Catherine Jane Pearce

Address: 11/4 Derby St., Mt Victoria
Wellington

Occupation: Private Secretary

SIGNED by the said)

PHILIP REECE WARREN

[Handwritten signature]

in the presence of:)

Name of Witness:

Wam Busih

Address:

31 Tiffany Close Monrovia City

Occupation:

Farmer

SIGNED by the said)

SIR HUGH KAWHARU

[Handwritten signature]

in the presence of:)

Name of Witness:

Wam Busih

Address:

Occupation:

SIGNED by the said

)

HARIAIA GORDON

)



in the presence of:

)

Name of Witness:

W a m Bussill

Address:

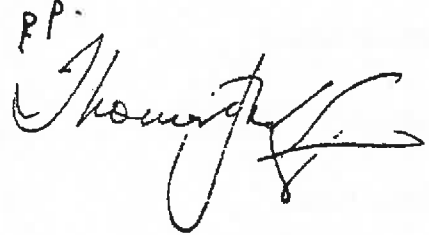
Occupation:

SIGNED by the said

)

SIR ROBERT MAHUTA

)

PP.


in the presence of:

)

Name of Witness:

W a m Bussill.

Address:

Occupation:

SIGNED by the said)

LESLIE ROY MILLS)

in the presence of:)

)
) PP
) 

Name of Witness:

Wam Bussill

Address:

Occupation:

SIGNED by the said)

RICHARD JOHN NORIHEY)

as ex officio trustee)

in the presence of:)

) 

Name of Witness:

Wam Bussill

Address:

Occupation: