

Date:

# **Cook Islands Disaster Emergency Trust Fund Deed**

**The Crown in right of the Government of the Cook Islands "Settlor"**

and

**Maara Tetava, Charles Carlson, Donye Numa and Richard Neves**

"Trustees"

THIS DEED dated

## **PARTIES**

- (1) **THE CROWN IN RIGHT OF THE GOVERNMENT OF THE COOK ISLANDS** (“Settlor”)
- (2) **MAARA TETAVA, CHARLES CARLSON, DONYE NUMA** and **RICHARD NEVES** all of Rarotonga, Cook Islands (“Trustees”)

## **BACKGROUND**

- A. The Settlor is desirous of setting up a charitable trust to provide for emergency assistance in the case of emergencies and disasters in the Cook Islands.
- B. The Trustees have agreed to act as trustees of the Trust.
- C. This Deed is being completed by the Settlor and the Trustees to establish the terms of the Trust.

## **AGREED TERMS**

1. The Settlor hereby settles the sum of TWO HUNDRED THOUSAND NEW ZEALAND DOLLARS (NZ\$200,000.00) on the Trustees as an initial settlement on the Trust.
2. The Trustees agree to act as trustees of the Trust on the terms set out in this Deed.

## **PART I**

### **ESTABLISHMENT, OBJECTS AND POWERS OF THE TRUST**

#### **1.0 Interpretation Definitions**

1.1 In this Deed, unless the context otherwise requires: -

<b>“Appointor”</b>	means the Attorney General of the Cook Islands from time to time or any other person nominated by the Attorney General in writing to act as the Appointor where that person accepts that nomination or any other person appointed as the Appointor in accordance with the terms of this Deed.
<b>“Cook Islands”</b>	means the Cook Islands as defined in the Constitution of the Cook Islands together with all that area of seabed and ocean covering the Exclusive Economic Zone recognised by international law as belonging to the Cook Islands.
<b>“Deed”</b>	means this deed including any schedules hereto and this deed as amended from time to time in accordance with the powers contained herein.
<b>“Director of EMCI”</b>	means the Director of Emergency Management Cook Islands appointed pursuant to the Disaster Risk Management Act 2007.
<b>“Financial Secretary”</b>	means the Financial Secretary appointed pursuant to the Ministry of Finance and Economic Management Act 1995-96.
<b>“Fund Administrator”</b>	means the person appointed to administer the Trust in accordance with clause 8.1.

- “National Controller”** means the National Controller (being the Police Commissioner) as provided for by the Disaster Risk Management Act 2007.
- “Related Trustee Entity”** means: -
- (a) any company, partnership, trust or other entity in which any Trustee or any spouse or child of a Trustee is financially interested, whether as a shareholder, partner, director, employee, beneficiary or otherwise.
  - (b) any spouse or child of a Trustee.
- “Secretary of MOIP”** means the Secretary of the Ministry of Infrastructure and Planning.
- “State of Disaster”** means a state of disaster declared under section 19 of the Disaster Risk Management Act 2007.
- “State of Emergency”** means a state of emergency declared under section 20 of the Disaster Risk Management Act 2007.
- “Trust”** means the trust established by this deed and known as the **“Cook Islands Disaster Emergency Trust Fund”**.
- “Trust Assets”** means all money, investments, property and assets from time to time owned or held by the Trust (and any income thereon) but without limiting the generality hereof, property of whatsoever nature, type and description and wheresoever situated, which is paid, transferred or delivered to or placed under the control of the Trustees as an increase in, and inclusion within, the trust fund and which is to be held by the Trustees upon the trusts, terms and conditions of this Deed, and which upon receipt by the Trustees is accepted by them as an increase and inclusion to the trust fund.
- “Trustees”** means the trustees of the Trust from time to time being initially the persons named as Trustees as a party to this Deed and any successors appointed in accordance with the terms of this Deed including Part II of this Deed.
- 1.2 A person includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of state (in each case whether or not having separate legal personality).
- 1.3 Headings are included for convenience only and do not affect the interpretation of this Deed.
- 1.4 This Deed is binding upon the parties and their respective successors and permitted assigns.
- 1.5 Where the context permits words describing the singular include the plural and vice versa and words imputing masculine, feminine or neuter gender include all genders.
- 1.6 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it and any former statute or statutory provision which it amends or re-enacts.

2.0 **Establishment of the Trust**

2.1 The Trust shall comprise all Trust Assets from time to time held by the Trustees upon the trusts of this Deed including the income arising therefrom.

2.2 The Trust Assets shall be held on trust by the Trustees and shall be managed and administered on the terms contained in this Deed.

3.0 **Name of the Trust**

3.1 The name of the Trust is the “Cook Islands Disaster Emergency Trust Fund”.

4.0 **Objects of the Trust**

4.1 The objects for which the Trust is established are to provide financial assistance to assist with emergency responses where there is a State of Disaster or State of Emergency in the Cook Islands including: -

- (a) assisting with the initial and immediate assessment of damage in relation to any State of Disaster or State of Emergency;
- (b) the re-establishment of essential services and infrastructure including water supply, power, health and communications;
- (c) the provision of tools, parts, machinery and equipment to assist with clearing and tidy up work, and essential repairs to infrastructure;
- (d) assisting with the provision of temporary shelter and necessities (water, food and clothing) for affected populations;
- (e) assisting with the deployment and co-ordination of Government workers in Rarotonga to assist or relieve Government staff on the Outer Islands as well as the deployment and co-ordination of volunteer workers;
- (f) assisting with transportation, accommodation and provisioning for volunteer and relief workers;
- (g) assisting with the costs involved in the transportation of people and goods (whether by air or sea); or
- (h) any other action or assistance which is necessary or desirable to aid and provide emergency assistance in relation to any State of Disaster or State of Emergency.

5.0 **Powers of the Trust**

5.1 Subject to the provisions of this Deed (including, without limitation, the proviso at the end of this clause) and in addition to the powers set out in the Trustee Act 1956, the Trustees shall have all powers over and in respect of the Trust and the Trust Assets which it could exercise if it were the absolute and beneficial owner of the Trust Assets. In particular without derogating from the foregoing, the Trustees shall have full and absolute power to do the following: -

- (a) Enter into contracts for the purposes of achieving or attaining the objects of the Trust.
- (b) Purchase, sell, lease or otherwise deal with Trust Assets on behalf of the Trust upon such terms as the Trustees think fit.
- (c) Carry out and pay for repairs and improvements relating to Trust Assets.

- (d) Insure any Trust Assets for such amounts and on such conditions as the Trustees determine.
- (e) Instruct agents and consultants to act in relation to Trust Assets or assets intended to be acquired by the Trust.
- (f) Guarantee the performance of any person in relation to any agreement, security, charge, contract, undertaking or promise and secure any such guarantee by mortgage, charge or other encumbrance over the whole or any part of the Trust Assets.
- (g) Create, grant, renew, alter or vary any mortgage, charge, or other encumbrance over the whole or any part of the Trust Assets for the purposes of the Trust and upon such terms and conditions as the Trustee may in their absolute discretion think fit.
- (h) Agree, enter into and perform any contract or other right relating to any part or all of the Trust Assets or proposed Trust Assets.
- (i) Agree to the release, modification or variation of any rights, privileges or liabilities of any Trust Assets from time to time or any securities given in relation thereto.
- (j) Enter into any arrangements with any government, public body or authority to obtain any rights, authorities, concessions or clearances and to give any undertakings binding upon the Trustees either generally or on conditions that the Trustees think fit and to carry out, exercise and comply with any of the same.
- (k) Employ, engage or contract with upon such terms and conditions as to salary, remuneration, payment or other consideration any employee, manager, agent, professional advisor or other person (including any person who is a Trustee) as may be reasonable and appropriate.
- (l) Participate in the rights and obligations, including obligations to contribute in any manner to the liabilities of the parties, under any partnership, joint venture, or other agreement relating to Trust assets or to act as the operator or one of the operators under any such agreement which relates to Trust Assets.
- (m) Perform and enforce agreements.
- (n) Institute, prosecute, compromise and defend legal proceedings.
- (o) Determine whether any money or other Trust Asset is capital or income and what expenses ought to be paid out of income and capital respectively and also apportion blended funds. Every such determination or apportionment shall be final and binding on all persons interested in the Trust provided that such determination is made in good faith and in accordance with the requirements of this Deed.
- (p) Place or permit to be placed any Trust Assets in the name of any agent or nominee for such period or periods as the Trustees in their absolute discretion thinks fit.
- (q) Appoint a custodian trustee for all or any part of the Trust Assets and to terminate any such appointment.
- (r) Invest the whole or any part of the Trust Assets coming into the hands of the Trustees in such manner and/or in such security or securities and whether in the Cook Islands or elsewhere (notwithstanding that the more or modes of security or securities may not be such as are for the time being authorised by law for the investment of trust funds) as in the opinion of the Trustees may be beneficial to the Trust or to any of the purposes and objects of the Trust and the Trustees shall

not be responsible or accountable for any loss resulting or accruing to or sustained by the Trust by reason of the Trustees investing as aforesaid any such Trust Assets.

- (s) Open a bank account or accounts in the name of the Trustees (for and on behalf of the Trust) or the Trust and to resolve how cheques and other banking documents may be signed on behalf of the Trust.
- (t) Incorporate any company and to purchase, establish and carry on any business or other commercial venture for the purposes of benefiting the Trust.
- (u) Receive and make donations, gifts and seek sponsorship.
- (v) Pay all or any of the expenses incurred in connection with the establishment of the Trust and the ongoing administration of the Trust.
- (w) Obtain any statutory or similar order or Act of Parliament enabling the Trust to carry or better carry any of its objects into effect or to effect any modification to the Trust constitution or for any other purposes which the trustees consider expedient.
- (x) If so requested by donors of funds to keep separate accounts for such donor's funds and if requested by the donor return unused funds to that donor.
- (y) Resettle upon trust in any manner as the Trustees see fit in their absolute discretion the whole or any part of the Trust Assets provided that such resettlement shall be consistent with the objects of the Trust as set out in clause 4.0 or as may otherwise be provided for or directed by law.
- (z) To make bylaws as may be necessary or as they consider expedient for the giving of full effect to this Trust Deed and for the due administration and management of this Trust and the Trust Assets of the Trust.

**PROVIDED THAT under no circumstances is the Trust to operate at a deficit and the Trustees must not do any act, omit to do any act, exercise any power or take on any obligation which incurs any liability (whether direct, indirect, actual or contingent) or which results in or could result in the Trust operating at a deficit.**

**AND PROVIDED FURTHER that no use of Trust Assets or expenditure of funds shall be permitted without the prior written approval of the Trustees. Following such approval by the Trustees the Fund Administrator may disburse Trust Assets or funds in accordance with the terms of that approval.**

**AND PROVIDED FURTHER that the Trustees must administer the Trust and Trust Assets in accordance with and in a manner consistent with the principles and guidelines set out in the Ministry of Finance and Economic Management Act 1995-96 including the Cook Islands Government Finance Policies and Procedures issued pursuant to that Act and any other similar or related policy documents issued by the Government of the Cook Islands as notified to the Trustees in writing by the Minister responsible for the Ministry of Finance and Economic Management and/or the Financial Secretary but subject always to the objects of the Trust and the terms of this Deed.**

## 6.0 **Trustees Indemnity and Liability**

### 6.1 The Trustees shall not be liable for:-

- (a) Any losses except losses arising from their own dishonesty, wilful default or wilful breach of trust; or

- (b) Any act or acts or attempted act done in exercise of or pursuant to any trust, power or discretion vested in them by this Deed; or
  - (c) Any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustee under this Deed.
- 6.2 The Trustees and every other person acting on behalf of the Trustees shall be indemnified out of the Trust Assets against all liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payments made to any person whom the Trustees bona fide believe to be entitled. The Trustees shall have a lien or charge on the Trust Assets and may retain and pay out of any moneys in the Trust all sums and amounts necessary to give effect to this indemnity.
- 6.3 The liability of the Trustees in connection with this Deed or at law shall at all times be limited to the Trust Assets.
- 7.0 **Delegation by Trustees**
- 7.1 The Trustees shall have, to the extent permitted by law, full power to delegate to any officers or employees of the Trustees or to any attorney, agent or other person nominated or appointed by the Trustees, all or any of the powers, authorities and discretions exercisable by the Trustees under this Deed but without in any way releasing the Trustees from their obligations under this Deed. Without in any way affecting the generality of the foregoing the Trustees may in exercising this power of delegation: -
- (a) By power of attorney appoint any person to be the attorney or agent of the trustees for such purposes and with such powers, authorities or discretions as the Trustees think fit with power for the attorney or agent to sub-delegate any such powers, authorities or discretions; or
  - (b) Appoint by writing or otherwise any person to be agent or sub-agent of the Trustees as the Trustees may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such agent or sub-agent for any reason as the Trustees think sufficient.
- 7.2 Any appointment made by a Trustee pursuant to clause 7.1 shall be notified to the Fund Administrator in writing to be accompanied by a copy of the instrument of appointment.
- 7.3 For the purposes of executing documents to be signed by the Trustees, the Trustees may delegate to any two Trustees the power to execute documents.
- 8.0 **Accounts, Audit and Fund Administrator**
- 8.1 A Fund Administrator shall be appointed from time to time by the Financial Secretary who shall advise the Trustees of such appointment in writing. The Fund Administrator may be removed and replaced by the Financial Secretary from time to time.
- 8.2 The Trustees shall ensure that records and accounts relating to the Trust including a record of all sums of money received and expended by or on behalf of the Trust are kept provided that the day to day record keeping and accounting shall be the responsibility of the Fund Administrator.

- 8.3 At the end of each financial year (being each year ending on 31 December) the Fund Administrator shall prepare accounts for the Trust and a report on the performance of the Trust with those accounts and report to be audited by an independent qualified accountant who shall be appointed annually by the Trustees or audited as part of the annual audit of the Ministry of Finance and Economic Management.
- 8.4 At the end of each financial year, in addition to the Trust accounts and report to be provided under clause 8.3, the accounts and records of the Trust shall be subject to reconciliation by the Ministry of Finance and Economic Management which shall provide a report to the Trustees to be signed off by the Financial Secretary confirming that any Trust Assets and funds have been used or expended in accordance with the objects of the Trust and the terms of this Deed.
- 8.5 The Trustees shall meet at least annually each year after the preparation and audit of the accounts and provision of the reports pursuant to clauses 8.3 and 8.4 to prepare a Trustees' report on the state of the Trust and such report (together with the audited accounts and reports provided under clauses 8.3 and 8.4) shall be provided to the Chair of the National Disaster Risk Management Council (established pursuant to the Disaster Risk Management Act 2007) as well as to Parliament.

9.0 **Alteration to the Deed**

- 9.1 The Trustees may from time to time by amending deed or instrument alter, rescind or add to any of the provisions of this Deed subject to:-
- (a) At least 14 days notice of intention to move any amendment to this Deed being given to all Trustees; and
  - (b) The alteration decision or addition is not prejudicial to the legal charitable status of the Trust.
- 9.2 Any amendment to clauses 4.0 and 10.0 of this Deed shall require a unanimous resolution of all Trustees together with prior written approval of the Appointor. Any other amendment to this Deed may be made by resolution passed by the Trustees in accordance with Part II of this Deed.

10.0 **Winding Up of the Trust**

- 10.1 The Trust shall terminate and be wound up and dissolved if:
- (a) The Trustees, after first consulting with the Appointor, resolve by resolution in writing carried by not less than two trustees that the Trust shall be wound up; or
  - (b) The Trust is wound up by law.
- 10.2 Every resolution to wind up the Trust shall specify an effective termination date of the Trust and thereafter the Trustees shall realize or dispose of the Trust Assets as soon as reasonably practicable in accordance with this clause.
- 10.3 The Trust Assets or the proceeds resulting therefrom shall be applied by the Trustees upon a winding up in the following order of priority and manner:-
- (a) First in meeting all costs, expenses and liabilities of the Trust including the costs and expenses of winding up the Trust and setting aside any amount that the



Trustees consider necessary or desirable in respect of any contingent liability of the Trust.

- (b) Secondly in the payment or distribution (by instalments if the Trustees consider appropriate) of the remaining assets of the Trust in such manner and to such charitable organisations or entities within the Cook Islands as, in the opinion of the Trustees, are consistent with the objects of the Trust as set out in clause 4.0 herein or as may otherwise be directed or provided for by law.

#### 11.0 **Remuneration of Trustees**

- 11.1 The Trustees may, with the prior approval of the Appointor, resolve to reimburse themselves for any reasonable expenditure for their services as trustees during any of the financial years of the Trust.
- 11.2 No private pecuniary gain shall be made by the Appointor, any Trustee or associated person of the Trust other than that specifically provided for in this Deed.

### **PART II**

#### **PROCEEDINGS OF TRUSTEES**

#### 12.0 **Appointment and Removal of Trustees**

- 12.1 The number of Trustees shall be four consisting of the National Controller, Director of EMCI, Secretary of MOIP and the Financial Secretary from time to time (or persons acting on behalf of such office pending the appointment of such office holder).
- 12.2 The Trustees shall be appointed and removed from office as follows:-
  - (a) On a Trustee leaving his or her office (as National Controller/ Police Commissioner, Director of EMCI, Secretary of MOIP or Financial Secretary, as the case may be) that Trustee shall be deemed to have resigned as a trustee and that person's successor to that office shall be appointed a Trustee under a deed of appointment.
  - (b) Notwithstanding clauses 12.1 and 12.2(a), the Appointor shall have the power from time to time to appoint Trustees and to remove and replace any such Trustees where the Appointor deems this necessary for the due and proper administration of the Trust.
  - (b) In the event there is no Appointor the Trustees (pursuant to the procedure provided for in clauses 14.0, 15.0, 16.0 and 17.0 hereof) hereby have the power from time to time to appoint any Trustee to any vacancy if a vacancy occurs in terms of clause 12.6 hereof.
- 12.3 All persons having the power of appointment provided above shall, in exercising their respective powers of appointment of Trustees, have regard to the need for the Trust to have trustees with experience appropriate to the objectives of the Trust.
- 12.4 A certificate signed by the person having the power of appointment to the effect that a person has been appointed a Trustee or removed from the office of Trustee shall be conclusive evidence of that fact.
- 12.5 A person appointed as a Trustee shall hold office for the term specified in the instrument of appointment. A person appointed as a Trustee, who remains eligible to be appointed as a

Trustee, may be reappointed as a Trustee for a further period or periods specified in the instrument of appointment.

- 12.6 The appointment of a Trustee shall be vacated if a Trustee: -
- (a) No longer holds one of the offices specified in clause 12.1;
  - (b) Resigns;
  - (c) Dies;
  - (d) Has been appointed and the term of appointment has expired without a further reappointment;
  - (e) Becomes bankrupt;
  - (f) Becomes of unsound mind;
  - (g) Is removed from such position by the person having the power to do so;
  - (h) Becomes for any reason unable to perform the duties of Trustee; or
  - (i) Is convicted of an indictable offence.

13.0 **Appointment of Chairperson**

- 13.1 The Trustees shall appoint a chairperson of the Trust. The chairperson shall be elected by the Trustees annually.
- 13.2 If a chairperson is unable for any reason to perform the chairperson's duties then the Trustees may elect an acting chairperson during the relevant period of inability.

14.0 **Proceedings of Trustees**

- 14.1 Subject to this Deed the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings as they think fit.
- 14.2 At any meeting of the Trustees the chairperson shall preside or in the absence of the chairperson the Trustees may elect one of their members to preside.
- 14.3 At all meetings of Trustees: -
- (a) The necessary quorum shall be three Trustees.
  - (b) Questions shall be determined by a majority of the Trustees present and voting on that question. In the event of an equality of votes, the person presiding at the meeting shall have a second or casting vote.
- 14.4 Where any Trustee or any Related Trustee Entity has been or is to be engaged by the Trust to carry out consultancy or other services for the Trust that will result in the Trustee or the Related Trustee Entity receiving a financial benefit for such services additional to any general remuneration payable pursuant to clause 11.0, then the relevant Trustee shall not be entitled to vote on any resolution relating to such engagement and/or the relevant Trustee's or Related Trustee Entity's financial remuneration, benefit or payment.
- 14.5 An act or decision of the Trustees shall not be invalid by reason only of: -

- (a) A fault, default or irregularity in or in connection with the appointment of a Trustee; or
  - (b) A vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee.
- 14.6 The Trustees shall keep a minute book and shall cause minutes to be kept therein of all meetings, resolutions and decisions made by them. Minutes purporting to be signed by the chairperson of the Trustees of a meeting shall be received as prima facie evidence of the matters contained in such minutes.
- 14.7 That each of the Trustees is entitled to invite a person to the meeting of Trustees and that person may be heard or may speak to the Trustees but in no circumstances whatsoever shall such person have voting rights.
- 15.0 **Convening of meetings**
- 15.1 The Trustees shall hold at least one meeting in any calendar year.
- 15.2 The chairperson shall convene the meetings of the Trustees.
- 15.3 The chairperson shall convene any meeting of the Trustees if the chairperson receives a written request from at least two Trustees to hold a meeting.
- 16.0 **Resolution Assented to by all Parties**
- 16.1 A resolution in writing signed or assented to by letter, facsimile, email or other written manner, by all Trustees for the time being entitled to receive notice of meetings of the Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees duly called and constituted. Any such resolution may consist of several documents in like form either signed or purporting to have been dispatched by any one or more of the Trustees.
- 17.0 **Teleconference Meeting of Trustees**
- 17.1 The contemporaneous linking together by telephone or other means of communication of a number of Trustees not less than the quorum (whether or not any one or more of the Trustees is out of the Cook Islands) shall be deemed to constitute a meeting of Trustees and all the provisions of this Deed in respect of such meetings shall apply so long as the following conditions are met:-
- (a) All Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be entitled to notice of the meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting.
  - (b) Each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees taking part in the meeting.
  - (c) At the commencement of the meeting each Trustee must acknowledge the Trustees presence for the purpose of the meeting to all other Trustees taking part.

### **PART III**

#### **18.0 Replacement of Appointor**

19.1 The appointment of the Appointor shall be vacated if any of the circumstances as set out in clause 12.6 arise with regard to the Appointor or the Appointor leaves his or her office as Attorney General. In the event that the appointment of the Appointor is vacated and there is no immediate successor to the position of Attorney General who shall be appointed as Appointor, the powers of the Appointor shall vest in the Minister of Finance until such time as a new Attorney General is appointed who shall then be appointed as the Appointor of the Trust.

19.0 **Governing Law and Jurisdiction**

20.1 This Trust is established under the laws of the Cook Islands and the rights of all parties and the construction and effect of each provision hereof, subject as herein provided, shall be the subject to the exclusive jurisdiction of the Courts of the Cook Islands. This Trust Deed shall be governed by and construed in accordance with the laws of the Cook Islands. The Cook Islands shall be the forum for the administration of this Trust Deed and of the trusts created hereby and the parties hereto irrevocably submit to the jurisdiction of the Courts of the Cook Islands.

**EXECUTED** as a deed the date set out above.

Signed for and on behalf of the )  
**CROWN IN RIGHT OF THE** )  
**GOVERNMENT OF THE** )  
**COOK ISLANDS** (acting by its )  
Minister of Finance) as Settlor )  
in the presence of: ) .....

.....  
*Witness signature*

.....  
*Witness name [print]*

.....  
*Witness occupation [print]*

.....  
*Witness address [print]*

Signed by **MAARA TETAVA** )  
as Trustee in the presence of: ) .....

.....  
*Witness signature*

.....  
*Witness name [print]*

.....  
*Witness occupation [print]*

.....  
*Witness address [print]*

Signed by **CHARLES** )  
**CARLSON** as Trustee in the )  
presence of: ) .....

.....  
*Witness signature*

.....  
*Witness name [print]*

.....  
*Witness occupation [print]*

.....  
*Witness address [print]*

Signed by **DONYE NUMA** )  
as Trustee in the presence of: ) .....

.....  
*Witness signature*

.....  
*Witness name [print]*

.....  
*Witness occupation [print]*

.....  
*Witness address [print]*

Signed by **RICHARD NEVES** )  
as Trustee in the presence of: ) .....

.....  
*Witness signature*

.....  
*Witness name [print]*

.....  
*Witness occupation [print]*

.....  
*Witness address [print]*