

I certify that this is the Trust Deed of
**EDMUND RICE JUSTICE AOTEAROA/
NEW ZEALAND TRUST**

and is the Trust Deed referred

In the declaration of **SAMUEL DRUMM**

Dated herein and is the Trust Deed referred to in

The Application for Incorporation Dated

Signed

Trustee

THIS DEED made the _____ day of July 2007

DAMARIS KINGDON	48 HAROLD STREET AUCKLAND	NATIONAL COORDINATOR
SAMUEL DRUMM	25 KAKARIKI AVE AUCKLAND	STUDENT
FRANK BIRD	26 HAYR RD AUCKLAND	PRIEST
PAUL ROBERTSON	32 QUEEN MARY AVE AUCKLAND	CHRISTIAN BROTHER
KIERAN FOUHY	39 ALBERTON AVE AUCKLAND	SCHOOL PRINCIPAL
DELPHINA SOTI	478 NEW NORTH RD AUCKLAND	SOCIAL WORKER
JENIFER MARTINEZ	23 BANFF AVE AUCKLAND	YOUTH WORKER
MARY KAYES	125 TAYLORS RD AUCKLAND	CAREERS PRACTITIONER

(Herein called “the Trustees”)

BACKGROUND

- A. The Trustees wish to establish a trust fund to promote, carry out and assist the charitable purposes set forth in this deed and have paid the sum of \$1 each to

be held by the Trustees upon the trusts and with the powers contained in this deed.

- B. Further moneys may from time to time be raised whether privately or by public appeal as the Trustees may deem appropriate for the purpose of furthering the charitable purposes contained in this deed.
- C. The Trustees have consented to become the Trustees of the trusts created by this deed with and subject to the powers and provision in this deed.

THIS DEED OF WITNESS

1. INTERPRETATION

1.01 In this deed unless the context otherwise requires:

“Arm’s length transaction” means the open market value paid in a normal commercial transaction;

“Board” means a board of the Trustees incorporated under Part II of the Charitable Trusts Act 1957;

“charitable purposes” shall have the meaning as is given to that phrase by the Income Tax Act 1994 or any amendment thereof or any Act in the substitution thereof PROVIDED HOWEVER that if by any reason of any alteration in the law relating to income tax it is at any time or times necessary to restrict such purposes to preserve the right to exemption from income tax, such purposes shall thereupon be deemed restricted to the extent necessary;

“property” includes real and personal property, and any estate, share, and interest in any property, real or personal, any debt, anything in action, and any other right or interest, whether in possession or not;

“Trustees” includes the trustees or any trustee for the time being of the trusts evidenced by this deed whether original, additional or substituted;

“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 shall include all moneys and investments from time to time representing such property and the income therefrom.

2. NAME

2.01 The name of the trust created by this deed shall be “**EDMUND RICE JUSTICE AOTEAROA/NEW ZEALAND TRUST**” (“the Trust”).

3. DECLARATION OF THE TRUST

3.01 The Trustees acknowledge and declare that the Trustees shall stand possessed of the Trust Fund and shall apply the same for charitable purposes solely within New Zealand for the benefit of the community and in accordance with the law of New Zealand including the following charitable purposes:

- (a) To Provide education and resources regarding social issues that impact on New Zealand and international communities. An example of the types of issues that the Trust will address is the causes and problems relating to poverty and the treatment of refugees in New Zealand and internationally.
- (b) To provide seminars that are open to the community. The purpose of these seminars is to promote greater understanding of the social issues that impact our communities and to assist the community in the identification of ways to address these issues.
- (c) To conduct all the works of the Trust in a manner that is consistent with the teachings of Edmund Rice and Catholic social teaching. Catholic social teaching is a specific teaching of the Church that reflect Gospel values in a modern context.
- (d) To undertake research into social issues and utilise that research to facilitate community education. This research may also be provided to other organisations and government departments that would benefit from the research undertaken by the Trust.
- (e) To facilitate projects that will work with individuals and families in the community who the Trust identify as being on the margins of society, by assisting those individuals and families in a supportive and advocacy role.
- (f) To oversee the direction and support of the Edmund Rice Centre
- (g) To do all other activities that are consistent with the charitable objects of the Trust.

4. POWERS OF TRUSTEES

4.01 The Trustees shall have power to do all or any of the following things either alone or in common with any other person 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 manner, and to vary any such investments in any manner from time to time;

Donations

- (b) To invest donations, legacies, bequests, gifts and grants of all kinds from business sponsors, the public or relevant agencies and institutions;

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;

Fund Raising

- (d) To take such steps to publicise the charitable purposes and activities of the Trust and to secure the assistance, co-operation, support and encouragement of any institutions, organisations and person involved in fund raising and publicity activities;

Property

- (e) To purchase, acquire and obtain and to sell, exchange, partition or otherwise dispose of or deal with any property of any part thereof or any interest therein;

Borrow Money

- (f) To borrow or raise money on the security of any property or without security or otherwise at the usual commercial terms and conditions;

Expenses

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

Employment

- (h) To employ and remove or suspend and pay such officers, specialists, employees, agents, contractors, or other persons for any services rendered 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;

General Power of Competence

- (i) To do all such other lawful acts and things as are incidental or conducive to the attainment of the charitable purposes of the Trust.

5. ADMINISTRATION OF THE TRUST

- 5.01 The Trust shall be administered by a Board of Trustees comprising the Trustees for the time being of the Trust.
- 5.02 No person shall be appointed a Trustee who shall be in full-time salaried employment of the Trust, save and except by unanimous written resolution of the Board.
- 5.03 The number of Trustees of the Board shall not be more than 10 and not less than 3.
- 5.04 All persons appointed as Trustees shall cease to hold office as a Trustee upon receiving notice from the Chairperson (in agreement with all current Trustees) revoking their appointment as a Trustee of the Trust), or if the Trustee shall earlier resign or shall automatically cease to hold office as a Trustee in the event that the Trustee dies, resigns or becomes insolvent, insane or incapable or is charged with a criminal offence punishable by imprisonment.
- 5.05 The first Trustees who have been appointed by the Trust shall be the following:
 - (i) Damarius Kingdon
 - (ii) Samuel Drumm
 - (iii) Frank Bird
 - (iv) Paul Robertson
 - (v) Keiran Fouhy
 - (vi) Delphina Soti
 - (vii) Jenifer Martinez
 - (viii) Mary Kayes
- 5.06 Any Trustee may resign from the Trust by written notice to the remaining Trustees and such notice shall take effect from the date of receipt of such notice by the Board.

6. OFFICERS OF THE BOARD

- 6.01 The Board shall subject as hereinafter provided have the following officers:

- (a) A chairperson who shall be a Trustee and shall be appointed by the Board. The Chairperson shall retire from office at each Annual General Meeting of the Trust and shall be eligible for re-appointment by the Board.
 - (b) A Deputy Chairperson who shall be a Trustee and shall be appointed by the Board. The Deputy Chairperson shall retire from office at each Annual General Meeting of the Trust and shall be eligible for re-appointment by the Board.
 - (c) A Secretary whose duties shall be to give notices of all meetings, to keep minutes and records of all meetings of the Board and of any committees, and to perform such other duties as the Board may direct and as are normally incidental to the office of Secretary. The Secretary may also carry out the duties of Treasurer.
 - (d) A Treasurer who shall have custody of the books of account and financial records and subject to the directors of the Board shall be responsible for the funds of the Trust. It shall be the duty of the Treasurer to see that all statutory and other requirements with reference to the financial affairs of the Trust are complied with and that the provisions of this Deed as to such matters are carried out so far as lies in his or her power, and to perform such other duties as the Board may determine and as are normally incidental to the office of a treasurer.
 - (e) Neither the Secretary or the Treasurer need be a Trustee of the Board.
- 6.02 Subject to a resolution of the majority of Trustees in each year the Board shall appoint an auditor or auditors, who shall not be a Trustee or Trustees of the Board, to audit the financial affairs, books and accounts of the Trust.
- 6.03 A Solicitor or Solicitors for all or any of the purposes of the Board as the Board may from time to time think fit who shall be appointed as may be required by the Board.
- 6.04 This clause shall not be construed to preclude the naming of one and the same person to hold more than one office except that a person holding office as auditor shall not be entitled to hold any other office.
- 6.05 The Board may continue to act notwithstanding any vacancy, but if there number is reduced below the minimum number of Trustees as stated in this Deed, the existing Trustees may act for the purpose of increasing the number of Trustees to that minimum but for no other purpose.
- 6.06 The Board must have one Trustee who is a representative of The Christian Brothers Oceania as appointed by The Christian Brothers Oceanic Leadership team.

7. APPLICATION OF TRUST FUND

- 7.01 The income and property of the Trust Fund shall be applied solely towards the promotion of the charitable purposes of the Trust as set forth in the deed 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 the deed shall prevent the payment in good faith of any reasonable and proper salaries and remuneration to any officers, specialists, employees, agents, contractors or other persons in return for any services actually rendered to the Trust.

8. MANAGEMENT

- 8.01 The management and control of the Trust Fund and the affairs of the Trust shall be vested in the Trustees with full power and authority at their discretion at any time to appoint or make provision for the appointment of any persons (including all or any of the Trustees) as a committee or committees or otherwise and to delegate any of their powers, duties and authorities for the purpose of the administration of the Trust in such manner and subject to such terms, conditions and rules as the Trustees may determine.

- 8.02 The Trustees may:

- (a) Appoint separate Trustees to hold any property, moneys or any funds or other securities or investments of the Trust Fund subject to such charitable purposes and such terms conditions and rules as the Trustees may from time to time think fit; and
- (b) Appoint such specialist advisors as the Trustees think fit and to act on the advice of any such specialist advisers.

9.0 NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUALS, RESTRICTIONS, EXCEPTIONS AND INFLUENCE

- 9.01 All funds and assets of the Trust shall be applied within New Zealand towards furthering the exclusively charitable objects, aims and purposes.

- 9.02 No private pecuniary profit shall be made by any person involved in the Trust except that:

- (a) Any Trustee or Officer may receive full reimbursement for all expenses reasonably and properly incurred by that Trustee in connection with the affairs of the Trust;

- (b) Any Trustee may earn interest on money loaned to the Trust provided that any such loan is at no more than the normal commercial rate that would be used for an arm's length transaction;
- (c) The Trust may pay reasonable and proper remuneration relative to that which would be paid in an arm's length transaction by way of honoraria or fees to any Trustee in return for reasonable services actually rendered to the Trust;
- (d) Any Trustee or Officer may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that person or by any firm or entity of which that person is a member, employee or associate in connection with the affairs of the Trust;
- (e) The Trust may employ a Trustee or Trustees to carry out its objects and to remunerate such employees by way of reasonable wages or salary for reasonable work and/or services performed, provided the Trustee concerned does not participate in or materially affect any decision made in respect of payment to that Trustee; and
- (f) The provisions and effect of this clause shall not be removed from this deed and shall be included and implied into any document replacing this deed.

9.03 The Trustees in determining all reimbursements, remuneration and charges payable in the terms of the foregoing clause or of any of the kinds referred to in section CC1, subpart CD and sections CE 1, CE 3, CF 1 and CH 3 of the Income Tax Act 1994, shall ensure that the restrictions imposed by the following clause are strictly observed:

- (a) PROVIDED ALWAYS and notwithstanding anything contained or implied in this Deed, any person who is
 - (i) a Settlor or Trustee of the Trust
 - (ii) a shareholder or director of any company carrying on any business of the Trust; or
 - (i) a Settlor or Trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
 - (ii) an associated person (as defined by the Incomes Tax Act 1994) of any such settlor, trustee, shareholder or director;

shall not, by virtue of that capacity be able to determine or materially influence in any way (whether directly or indirectly) whatsoever the

- (A) determination of the nature;
- (B) the amount of any benefit or advantage or income;
- (C) the circumstances in which it is or is to be or is able to be afforded to, or received, gained, achieved or derived;

as a result of their employment by or involvement with the Trust and such persons shall not participate in any deliberations and proceedings by which such income, benefit or advantage is being determined.

(b) AND notwithstanding anything expressed or implied in this Deed, no commercial transaction, including the relinquishing of assets, will be entered into with any Trustee, Officer or associated person of any Trustee or Officer unless, having regard to the terms and conditions of the loan or agreement

(i) payment by way of interest or rent shall not exceed current commercial rates;

(ii) receipts by way of interest or rent shall not be less than current commercial rates; and

(iii) sale of Trust property will always be at current market value.

9.04 A person who in the course of and as a 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.

9.05 All Trustees shall be indemnified by the Trust from and against all losses reasonably incurred by them or in the discharge of their respective duties.

10. MEETINGS

10.01 There shall be an Annual General Meeting of the Trust which shall be held each year at a time and place to be fixed by the Board subject to not less than twenty-one (21) days prior written notice being given to each Trustee of the Board and such other persons as the Board shall determine from time to time.

At the Annual General Meeting the following business shall be transacted:

(a) Consideration of a report by the Chairperson of the year's work of the Trust.

(b) Consideration of the statement of the finances of the trust together with a duly completed and audited accounts and balance sheet.

(c) Appointment of Trustees herein provided.

(d) Consideration of any other general business.

The first Annual General Meeting of the Trust shall be held for the year ending 31 December 2008.

10.02 The Trustees shall also hold other meetings as they may from time to time think fit for the transaction of such business as the Trustees may consider desirable at the times and places to be fixed by the Trustees ("ordinary meeting").

- 10.03 Five days' notice of each ordinary meeting shall be given to each Trustee and such notice shall specify the general nature of the business to be discussed at such ordinary meeting;
- 10.04 At every meeting of the Board, the Chairperson or in the Chairperson's absence the Deputy Chairperson shall preside as Chairperson. If at any such meeting the Chairperson or Deputy Chairperson is not present within ten minutes after the time appointed for the holding of such meeting, or is unwilling or unable to act as Chairperson the trustees present shall appoint one of their number to act as chairperson of that meeting.
- 10.05 No business shall be transacted at any meeting unless a quorum of the Trustees is present at the time when the meeting proceeds to business. At all meetings of the Trustees one half of the Trustees currently appointed and personally present shall constitute a quorum;
- 10.06 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 majority vote. In the event of an equality of votes the chairperson of such meeting shall not have a casting vote;
- 10.07 The Trustees shall at their first ordinary meeting (to be held within one month of the date of this deed) elect a chairperson who shall hold office as Chairperson so long as they shall hold office as a Trustee of the Trust or until the Board appoints another Trustee as Chairperson. In the event of the chairperson not being present at any annual meeting or ordinary meeting the Trustees present shall elect a chairperson for such meeting;

11. ACCOUNTS

- 11.01 The Trustees shall cause true and fair books of accounts 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 accounts of the Trust shall be kept at the office of the secretary or such other place of places as the Trustees shall think fit.
- 11.02 Such books shall at times to be appointed by the Board be open to the inspection of every Trustee of the Board, any person authorised by law, or any person appointed by the Board who may take extracts from the same.
- 11.03 The Trustees may resolve to have the financial statements including the balance sheet and books of accounts and other records audited. In such event the Trustees shall appoint one or more chartered accountant(s) to be auditor or auditors and where the Trustees resolve to have the financial statement, balance sheets, book of accounts and other records audited the same shall be open to inspection by the auditor or auditors at all time and the auditor or

auditors shall within 30 days before the annual meeting of the Trustees audit and report to the Trustees upon the financial affairs of the Trust and the Trust Fund.

- 11.04 All moneys collected or raised by the Board or otherwise belonging to the Trust shall immediately, on receipt by the Trust or any officer of the Trust be paid into a current bank account in the name of the Trust at such trading bank, trust account or other financial institution as the Board shall from time to time appoint in writing.
- 11.05 No money may be withdrawn from the account except by the authority of the Board or the Executive Committee and under such terms and conditions as the Board shall determine from time to time in writing.
- 11.06 Immediately after the end of each financial year the Treasurer shall prepare the annual balance sheet of the Trust as at the end of such financial year together with a statement of income and expenditure of the Trust during that financial year and such balance sheet and statement of income and expenditure when duly audited shall be submitted to be approved by the Board and thereafter submitted to the Annual General Meeting.
- 11.07 A copy of such balance sheet and statement of income and expenditure shall be posted to each Trustee of the Trust and such other person as the Board shall determine at least seven (7) days prior to the meeting of the Board at which it is to be considered.
- 11.08 Subject to the discretion of the Board otherwise, at least once in every year the accounts of the Trust shall be examined by independent audit and the correctness of the balance sheet and statement of income and expenditure ascertained by the auditor to the Trust who shall make a report to the Board on the accounts and financial affairs of the Trust.
- 11.09 Any auditor engaged by the Board shall be a member of the New Zealand Society of Accountants in private practice. The audit shall be carried out in accordance with the standards issued from time to time by the New Zealand Society of Accountants.

12. VACANCY OF TRUSTEE

- 12.01 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 law of New Zealand for which the Trust 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 chairperson for the time being; or
 - (e) Fails to attend 3 consecutive meetings of the Trustees without having first obtained the leave of the chairperson for the time being.
- 12.02 Any Trustee may be removed from the Trust by a unanimous decision of all the Trustees for the time being PROVIDED THAT the following procedure must first be adhered to:
- (i) The Trustee concerned shall be given the right to appear before the other Trustees and answer any charges;
 - (ii) That if after the Trustee concerned has exercised the Trustee's right to be heard as in (i) above, matters are still unresolved between the parties, then a mediator may be appointed if both parties consent to it and are able to agree on the choice of a mediator;
 - (iii) If no mediator is appointed and matters still remain unresolved pursuant to (ii) above or if despite mediation matters are still unresolved, then the other Trustees may by a unanimous vote remove the Trustee concerned from the Trust;
 - (iv) The Trustee concerned shall be informed either orally or in writing of the unanimous decision to have the Trustee removed from the Trust in such a way that it shall take effect 14 days from the date it was made;
 - (v) The Trustee concerned shall have the right to be assisted by a support person or support persons when appearing before the other Trustees to answer any charges or during mediation.
- 12.03 Upon ceasing to be a Trustee pursuant to clauses 10.01 and 10.02 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
- 12.04 There shall be a minimum of two Trustees who endorse and actively promote the Trust's goals.
- 12.05 The Trustees shall comprise:
- (a) The original Trustees appointed hereunder; and
 - (b) Such other persons as shall be appointed in writing and elected unanimously by the Trustees then actioned.
- 12.06 If and whenever the number of Trustees shall be reduced to below two the remaining Trustee shall appointed such number of new Trustees as shall be

required to make the total number of Trustees for the time being a minimum of two.

12.07 The Trustees shall have the power to appoint such other person or persons as advisory Trustees in addition to the Trustees as the Trustees shall from time to time think fit.

12.08 The Trustees shall have the power to set up task forces for specific projects from time to time as they think fit provided such task forces shall act within the charitable purposes as set out in this deed at all times.

13. CONFLICT OF INTEREST

13.01 The Trustees shall be entitled to act and exercise all of the powers conferred upon them under this deed notwithstanding that the Trustees or any one of them may be aware of any act known by them to be a 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 a co-Trustee.

13.02 In exercising any powers of investment under this deed the Trustees, or upon incorporation of the Trustees, the Board may in its absolute and uncontrolled discretion take into account whatever matters the Trustees or the Board considers fit and shall be under a duty to:

(a) Exercise the care, diligence and skill that a prudent person of business, or a prudent person engaged in any profession, employment, or business which includes acting as a trustee or investing money on behalf of others, would be required to exercise in managing the affairs of others;

(b) Diversify the investments of the Trust Fund or have regard to any other matters referred to in Section 13E of the Trustee Act 1956 or any other statutory provisions governing or relating to the manner in which trust funds shall be invested or managed; and

(c) Develop and formulate an investment strategy.

13.03 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 may be interested other than as a Trustee of the Trust.

14. INCORPORATION AND COMMON SEAL

- 14.01 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.
- 14.02 If the Trustees become incorporated they shall provide a common seal for the Trust which shall always be deposited with the chairperson or secretary for the Trustees for the time being.
- 14.03 The Trustees shall only affix the common seal to any document requiring execution 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 Trust shall be bound or concerned to see or inquire as to the authority under which any document is sealed and in whose presence.

15 VARIATION

- 15.01 The Trustees may by the affirmative vote of two thirds majority of the Trustees of the Board, personally present at any meeting of the Board 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 will not alter the charitable intention of this deed.

16 DISSOLUTION

- 16.01 No resolutions for dissolving the Trust shall take effect unless it has been consented to by at least three fourths of the number of Trustees for the time being present at any duly constituted meeting of the Trustees.
- 16.02 If:
- (a) In the event of it becoming impossible, impractical or inexpedient to carry out the charitable purposes of the Trust; or
 - (b) In the opinion of the Trustees the charitable purposes become sufficiently effected or accomplished by any other associations, societies, trusts, institutions, organisation, person or agents (whether governmental or otherwise) other than by the Trust, or
 - (c) For any other reason,

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 organisations within New Zealand as in the opinion of the Trustees most closely relate to the charitable objects and charitable purposes of the trusts in this deed.

IN WITNESS whereof this deed has been signed this _____ day of
2007

Signed by _____
as Trustee in the presence of

Witness Signature
Name
Address
Occupation

Signed by _____
as Trustee in the presence of

Witness Signature
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