

Associated New Zealand Myalgic Encephalomyelitis Society Incorporated
(Donor)

and

Fiona Louise Charlton

Suzanne Duffy

Xiaojin Ma

Wendy Mary Matthews

Steven Murray

(Trustees)

DEED OF TRUST

establishing

ANZMES Charitable Trust

**I hereby certify that this is a correct copy
of the Trust Deed of ANZMES Charitable
Trust**

**as per section 10(2)(a) of the
Charitable Trusts Act 1957.**

Signed



Name

ANGELA CAYFORD

Date

22 JUNE 2026

Table of Contents

ANZMES Charitable Trust	1
1. Definitions and interpretation	4
2. Creation of the Trust	4
3. Te Ingoa/Name of the Trust	5
4. Whāinga/Purposes.....	5
5. Mātāpono/Principles.....	6
6. Ngā mahi ki aotearoa anake / Area of Operation	7
7. Tari/Registered Office.....	7
8. Te Runanga Whakahaere/Board of Trustees	7
8.4 Appointment of new members of the Board.....	7
8.5 Removal of Trustees	8
8.6 Name of the Board.....	8
8.7. Powers of the Board	8
9. Incorporation.....	9
10. Employment and remuneration of trustees and other persons	9
11. Influence	10
12. Amendments.....	10
13. Trustee Liability and Indemnity	11
14. Proceedings of the Board.....	11
15. Financial Arrangements	12
16. Delegation	12
17. Dispute Resolution	13
18. Membership	13
19. Winding Up.....	13
20. Common Seal.....	14

Trust Deed for ANZMES (Aotearoa New Zealand Myalgic Encephalomyelitis Service) Charitable Trust

This Deed is made the 22... Day of June 20 26

Between parties

1. Associated New Zealand Myalgic Encephalomyelitis Society Incorporated
(the "Donor")

and

2. Fiona Louise Charlton;
Suzanne Duffy;
Amy Ma;
Wendy Mary Matthews;
Steven Murray;
(the "Trustees").

Whereas (context and background information):

- A. The donor to this Deed wishes to establish a charitable trust (in this deed referred to as 'the Trust') for the purposes described in Clause 4 (Whāinga/Purpose), *and*
- B. The donor to this Deed has agreed to contribute the sum of To establish the Trust, *and*
- C. The Trustees have agreed to be the *initial* Trustees of the Trust, and have agreed to enter into this Deed, specifying the purposes of the Trust, and providing for its control and government.
- D. The initial Trustees will establish a formal governance Board of which some Trustees may remain, for the management of the Trust. At this time, the Board will be responsible for the Trust's control and government.
- E. The Donor was formed in 1979 and incorporated in 1980 to provide support and information, raise awareness, and provide a national focus, to improve the lives of people living with and affected by Myalgic Encephalomyelitis throughout New Zealand.

- **Trusts Act 2019** (trustee duties and administration)
 - **Charitable Trusts Act 1957** (incorporation and governance)
 - **Charities Act 2005** (registration and regulation by Charities Services).
- H. This Trust Deed must comply with the **Charitable Trusts Regulations 2019** (procedural and compliance requirements for incorporated charitable trusts). If any content of this Trust Deed is contrary to the Regulations, the Regulations take precedence.

1. Definitions and interpretation

1.1 Unless the context requires otherwise, the following interpretation of definitions used throughout this document, are described below:

- a) **“Associated conditions”** refers to those commonly comorbid (coexisting) illnesses that may coexist alongside Myalgic Encephalomyelitis. These conditions include but are not limited to: Long COVID (LC), dysautonomia, fibromyalgia (FM), mast cell activation syndrome (MCAS), hypermobile Ehlers Danlos syndrome (hEDS).
- b) **“Board”** means the Trustees of the Trust incorporated as a Board under the Charitable Trusts Act 1957 (and before incorporation, means the Trustees collectively).
- c) **“Charitable Purposes”** means the defined activities aimed at improving society and helping those in need and are as laid out in Clause 4 of this Deed.
- d) **“Myalgic Encephalomyelitis”** means a complex chronic biomedical condition, that is also known as chronic fatigue syndrome. The conjoined acronym “ME/CFS” is used to encompass both commonly used terminology.
- e) **“Trust Fund”** means all property and assets owned or held by the Board in respect of this Deed from time to time, including the initial settlement referred to in clause 2.1.
- f) **“Trustees”** means the trustees of the Trust which includes those Trustees who are parties to this Deed and who may remain as trustees, together with any additional or substituted trustees.
- g) **“Trust”** means the Trust created by this Deed.

1.2 Unless the context requires otherwise:

- a) A reference to this Deed includes any future variation of it;
- b) The singular includes the plural and vice versa;
- c) A reference to a person includes a natural person, corporate, or unincorporated body (whether or not having separate legal personality);

2. Creation of the Trust

2.1 The Donor settles the sum of \$100.00 on the Trustees as an initial settlement to create the Trust.

2.2 The Trustees acknowledge receipt of the sum of \$100.00 and agree to act as Trustees of the Trust by the terms set out in this Deed.

2.3 The Trustees declare that they will hold the Trust Fund for the terms set out in the Trust. The Trust Funds will be held by the Trustees jointly until incorporation under the Charitable Trusts Act 1957, from which point it will be held by and in the name of the Charitable Trust Board.

3. Te Ingoa/Name of the Trust

3.1 ANZMES Charitable Trust (referred to in this Deed as the 'Trust') or any such other name approved by the Trustees by unanimous resolution.

4. Whāinga/Purposes

4.1 **Core Charitable Purpose:** The Trust is established and maintained exclusively for charitable purposes, being the advancement of education, the advancement of health, and purposes beneficial to the long-term conditions' community. All activities must be carried out for the public benefit.

4.2 Without limiting clause 4.1, the charitable purposes of the Trust are to:

a) **Advance education** by developing, delivering, and disseminating accurate evidence-based information about ME/CFS and associated conditions to health professionals, government agencies, people with ME/CFS, their whānau, and the wider public.

b) **Advance health** by promoting early recognition, appropriate clinical management, and equitable access to care for people with ME/CFS and associated conditions.

c) **Support, conduct, and promote ethical research** relating to ME/CFS and associated conditions, including facilitating dissemination of research findings for public benefit.

This research maintains the biomedical, physiological underpinnings of all mentioned conditions, and upholds international standards of best practice for diagnosis, therapeutic intervention, and management. The Trust maintains up-to-date information, relating to current research trends, and liaises nationally and internationally with relevant parties, to ensure the promotion of robust, scientific studies.

d) **Relieve the suffering and hardship** experienced by people with ME/CFS and associated conditions by providing information, resources, and education that improve wellbeing and reduce barriers to participation in community life.

e) **Engage in advocacy that is clearly connected to the Trust's charitable purposes**, including advocating for improved health services, public policy, and disability equity where such advocacy advances education, health, or community benefit.

f) **Undertake activities ancillary to the above purposes**, provided they remain exclusively charitable.

4.3 National and International Advisory Role

(a) Provide national leadership on ME/CFS and associated conditions in Aotearoa New Zealand as the recognised National Advisory, including representing the community, informal support groups, and regional organisations as required. The Trust remains an autonomous entity and

draws on established networks of clinicians, researchers, advisors, and consumers to fulfil this role.

(b) Represent Aotearoa New Zealand internationally through alliances, conferences, collaborative partnerships, and other activities that advance the understanding, recognition, and support of ME/CFS and associated conditions.

(c) Maintain the Trust's position as an authoritative advisory body nationally and internationally through whanaungatanga, established networks, expertise, and collective knowledge.

4.4 The Trustees have discretion over how to apportion the use of the Trust Fund to advance the Charitable Purposes set out above.

5. Mātāpono/Principles

5.1 These principles guide how the Trustees carry out the charitable purposes and do not create independent purposes.

5.2 In carrying out the Charitable Purposes, the Trustees are guided by tikanga, values, and culture of the Trust as follows:

a) **Whakaaro tūpono Objectivity:** resources, education, and research are backed by robust scientific study. They accurately and fairly portray the reality of lived experience, and refrain from bias, judgement, and prejudice. They deliver the facts and are backed by evidence.

b) **Manaakitanga Integrity:** interactions are honest and ethical – acting in the best interests of people with ME/CFS (and associated conditions) and their whānau/family/carers, in a reliable, trustworthy, confidential, and compassionate manner.

c) **Kaitiakitanga Stewardship:** the Trustees carefully and responsibly manage the Trust, Trust Fund, and partnerships. They act on behalf of the community, representing their voice to key change makers, and take on the mantle of delivering accurate, evidence-based education to improve outcomes for people with ME/CFS (and associated conditions).

d) **Rangatiratanga Leadership and Representation:** As the National Advisory on ME/CFS (and associated conditions) in Aotearoa New Zealand, the Trust proactively engages with relevant parties for the recognition of ME/CFS (and associated conditions) for the allocation of appropriate and dedicated funding and service provision. Globally, the Trust represents New Zealand in international alliances and through advocacy.

e) **Whakawhānaungatanga and whānaungatanga Community Engagement and Equity:** through a productive evidence-based approach, the Trust provides the community with resources and education to ensure they are empowered, informed, and knowledgeable about ME/CFS, their rights, and the services available. All resources reflect patient-centred approaches, and the Trust ensures that the voice of lived experience is heard and represented. The Trust seeks to resolve health inequities and barriers through constructive engagement, varying modes of communication, and consultation.

f) **Tuakiritanga Whakaute Respect:** The Trust respects cultural identity and diversity and encourage people from all nationalities to utilise the Trust services. The Trust fosters

partnerships and collaboration through whānaungatanga, offering confidentiality, dignity, and mutual trust.

6. Ngā mahi ki aotearoa anake / Area of Operation

6.1 The activities of the Trust are limited to within Aotearoa/New Zealand as the Trust operates as a national, nationwide advisory service for ME/CFS (and associated conditions). The Trust is permitted to represent New Zealand, internationally.

6.2 The Trustees must adhere to this Trust Deed and are not permitted to conduct business outside of the scope of the Charitable Purposes, unless necessary changes are made in accordance with clause 4.1.

6.3 The Trust Fund, including all capital income or other benefit, must be applied to the Charitable Purposes.

7. Tari/Registered Office

7.1 The registered office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine. As of the date of signing, this office is: Community House, 43 Princes Street, Dunedin Central, DUNEDIN, 9016.

8. Te Runanga Whakahaere/Board of Trustees

8.1 The Board will comprise of no less than three (3) Trustees and no more than nine (9) Trustees.

8.2 For continuity of care from the Incorporated Society to a Charitable Trust, the named signatories of this Deed will be the first Board. The Chair will retain Executive Chair responsibility – overseeing the operational duties of the Trust, until such time as the Board decides that resources allow for a clear division of duties. The Chair must operate as the Board Chair when facilitating Board meetings, and operate as Executive when facilitating operational matters, answerable to the Board. The Chair must act in accordance with the Trust's governance policies and is accountable to the full Board.

8.3 The Trustees will elect from among themselves a Chair. A Secretary and Treasurer will also be appointed from among themselves or from non-trust members. An option for a Vice Chair is permitted. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs. The positions of Secretary and Treasurer may be combined.

8.4 Appointment of new members of the Board

8.4.1 The Board will have the power to fill any vacancy that arises in the Board or to appoint any additional trustees subject to clause 8.1.

8.4.2 Trustees are appointed on the basis that they will further the charitable purposes of the Trust and by a two-thirds (2/3rd) majority of votes, based on skills and experience in good nonprofit governance, and relevant to the duties outlined in Appendix A.

8.4.3 Understanding of ME/CFS (and associated conditions) is advantageous but not compulsory as this can be learned.

8.4.4 Trustees are appointed for a term of three (3) years, with the option to be appointed for further terms in accordance with clause 8.1. Trustees are subject to removal as per clause 8.5.

8.4.5 The Board may continue to act notwithstanding any vacancy, but if their number is reduced below minimum number of trustees as stated in this deed, the continuing trustee/s may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.

8.5 Removal of Trustees

8.5.1 The Board may, by a motion decided by a two-thirds (2/3rd) majority of votes, terminate a person's position as a Trustee and member of the Board, if it believes that such action is in the best interests of the Trust.

8.5.2 A person will immediately cease to be a Trustee when they:

- a) resign in writing giving two (2) weeks' notice, or
- b) dies, or
- c) is declared bankrupt or is otherwise found to be unqualified in terms of section 16 of the Charities Act 2005 or subsequent enactment, or
- d) is absent from three (3) consecutive meetings without leave from the Board, or
- e) is removed according to clause 8.5.1.

8.6 Ingoa o te poari Name of the Board

The name of the Board will be ANZMES Charitable Trust Board.

8.7 Powers of the Board

8.7.1 In addition to the powers implied by the general law of New Zealand and or contained in the Trusts Act 2019, the powers which the Board may exercise to carry out its charitable purposes, include all the same powers as a natural person acting as beneficial owner of the Trust Fund.

8.7.2 Additionally, the powers include, as follows:

- a) To use the Trust fund as the Board believes necessary or proper in the payment of costs and expenses of the Trust, including employment of professional advisors, agents, officers, and staff as necessary, *and*
- b) To invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit, *and*

- c) To borrow or raise money from time to time, with or without security, and upon such terms as the Board thinks fit, *and*
- d) To appoint an investment manager or advisor for investment management and decision-making, *and*
- e) To purchase, take on lease or licence, or in exchange or hire or otherwise acquire any land or personal property, and any rights or privileges which the Board thinks necessary or expedient for the purposes of the Trust, and to develop or improve said land or personal property, and to sell, exchange, lease, or dispose of any land or personal property, which the Board thinks necessary for the purposes of the Trust, *and*
- f) To carry on any business, *and*
- g) To accept money, investments, property, or other as a gift, legacy, or loan on any terms acceptable to the Board, *and*
- h) To make payment or contribute to any charitable organisation which has purposes like the Trust, *and*
- i) To indemnify any company, or person against debt or liability incurred or undertaken on behalf of the Trust, and against any costs, losses, or expenses with the affairs of the Trust, *and*
- j) To enter any partnership, contract, or joint venture the Board thinks fit for the purposes of the Trust, *and*
- k) To delegate as per clause 16 of this Deed, *and*
- l) To do all things necessary to enable the Board to give effect to and to attain the charitable purposes of the Trust.

9. Incorporation

The Trustees are empowered to seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957 and register said Board on the Charities Register pursuant to the Charities Act 2005.

10. Employment and remuneration of trustees and other persons

10.1 This clause is to be interpreted in accordance with section 13 of the Charities Act 2005 and with no private pecuniary gain made by a Trustee from the Trust Fund, except as outlined below.

10.2 Members of the Board may also be employed as advisors, agents, officers, and staff persons, in adherence with the following clause.

10.3 The Trustees may in good faith pay reasonable remuneration to any Trustees or other persons for services rendered, provided that such remuneration is:

- a) for services which directly or indirectly benefit the Trust,
- b) reasonable, relative to the services supplied,
- c) not greater than confirmed independent market value for such services supplied.

10.4 The Trustees may receive full reimbursement for all reasonable, pre-approved expenses incurred by that Trustee during the facilitation of Trust affairs.

10.5 The Trustees may pay any person for providing professional services to the Trust, to facilitate the running of the Trust in its operation as a nonprofit organisation, and in fulfilment of the Charitable Purposes.

10.6 Trustees are permitted to recruit employees as part of an operational team to facilitate the running of the Trust in its operations as a nonprofit organisation, and in fulfilment of the Charitable Purposes.

11. Influence

11.1 Should a Trustee have personal or pecuniary interest in any matter related to the operation of the Trust; this Trustee must declare the interest and may not vote on the matter.

11.2 Should a Trustee have a personal, financial, or pecuniary interest in any company or other body of which the Trust is involved, this Trustee must declare the interest and may not vote on any matter relating to that company or other body.

11.3 No Trustee, or any person associated with the Trustee, can take part in or influence any decision made by the Trust in respect to the use of services, or of payments to, or on behalf of, the Trustee or associated person for any income, benefit, or advantage. Any remuneration or reimbursement must be approved in accordance with clause 10 and must not result in private pecuniary gain.

11.4 The interest must be declared to the Board with all relevant detail to ensure full and fair disclosure. All Trustees must act in good faith in all such matters.

12. Amendments

12.1 The Trustees may amend the powers and terms of this Deed as they see fit, by a resolution of a 2/3 majority of the Trustees, subject to the limitation that they do not amend the Deed in any matter that would

- a) Alters the exclusively charitable nature of the Trust
- b) result in the Trust losing its status as a “charitable” entity, under the Charities Act 2005 or any subsequent Act.
- c) Change the meanings of clause 10 and 19 unless approved in writing by Inland Revenue Department.

12.2 The Trustees reserve the right to submit a variation to the Charitable Purposes after ten (10 years) to ensure that the Trust remains relevant and can continue to meet the evolving needs of, first and foremost the ME/CFS community, and secondly the communities affected by associated conditions deemed relevant by the Trustees. This must be carried out in accordance with the Acts listed in this Deed or any subsequent Acts that come into legal effect. Any such amendments must maintain the original purpose to improve outcomes for those affected by long term conditions.

13. Trustee Liability and Indemnity

13.1 Liability for Loss

13.1.1 No Trustees will be liable for any loss to the Trust Fund arising from any act or omission of the member unless it is attributable to that member's own dishonesty or to the wilful commission or omission of any act known by that member to be a breach of trust as per the Charitable Trust Act 1957.

13.2 Proceedings

13.2.1 No Trustees will be bound to take, or be liable for failure to take, any proceedings against another member or former member of the Board for any breach or alleged breach of trust committed by that other member or former member.

13.3 Receipt of money

13.3.1 A Trustee will be chargeable only for any money which that member has received. A member is deemed to have received money even if not actually paid to that member if that money has been credited in account, reinvested, accumulated, capitalised, carried to any reserve, sinking or insurance fund, or otherwise dealt with on that member's behalf.

13.4. Indemnification of Trustees

13.4.1 Each Trustee is entitled to be indemnified out of the Trust Fund against all actions, proceedings, claims, damages, losses, demands, calls, liabilities, costs (including legal costs) and expenses (together called 'liabilities') suffered or incurred by that member or former member in connection with the Trust, except to the extent that those liabilities are due to:

- a) dishonesty: That member or former member of the Board's own dishonesty or lack of good faith; or
- b) Wilful breach of trust: That member or former member of the Board's wilful commission or omission of any act known by that member to be a breach of trust.

13.4.2 Each Trustee is entitled, out of the Trust Fund, to the benefit of reasonable arrangements excluding personal liability arising from the performance of trustee duties, other than liability arising from dishonesty or wilful breach of trust, including (without limitation) trustee liability insurance or directors' and officers' insurance.

14. Proceedings of the Board

14.1 Meetings

14.1.1 The Board shall meet at such times and places as it determines, but no less than once per quarter during a financial year.

14.2 Chairperson

14.2.1 The elected Chair shall preside over all meetings of the Board at which the Chair is present. In the absence of the Chair, from any meeting, the rest of the Board shall appoint one

of their number to preside at the meeting. If a Vice Chair role is filled, this position may preside over meetings.

14.3 Quorum

14.3.1 At any meeting of the Board, quorum shall mean more than half of the Trustees currently in office. No business shall be transacted at any meeting unless a quorum is present. If a quorum is not present within thirty minutes of the time appointed for the meeting, the meeting shall be adjourned to a time and place determined by the trustees present.

14.4 Voting

14.4.1 All questions before the Board shall be decided by consensus. If a consensus decision cannot be reached, it shall be put as a motion to be decided by a majority of votes. If the voting is tied, the Chair shall have the deciding vote.

14.5 Minutes

14.5.1 All proceedings of the Board shall be recorded by the Secretary in the form of meeting minutes and a copy of the minutes sent by the Secretary to all Board members within five (5) working days. Minutes are kept within the management system.

15. Financial Arrangements

15.1 The Board shall keep true and fair accounts of all money received and expended.

15.2 All money received by the Board shall be banked within five (5) business days of receipt by a member of the Board, into the bank account of the Trust.

15.3 No money shall be withdrawn from the bank account of the Trust, except by the authority of the Board and by authorisation by the Treasurer and one other member of the Board (usually the Chair).

15.4 The Board may after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be reviewed or audited by a suitably qualified person appointed for that purpose.

15.5 All budget reports and financial statements must be prepared before the required deadline, for review and approval by the Board, and in accordance with regulations and registers.

16. Delegation

16.1 Power to delegate

16.1.1 The Board has, to the extent permitted by law, full power to delegate all or any of the powers, authorities, and discretions, exercisable by the Board under this Deed to:

- a) any Trustee,
- b) any officers or employees of the Trust,
- c) or any attorney, agent, or other person nominated or appointed by the Board,

but without in any way releasing the Board from its obligations under this Deed.

16.1.2 A Trustee can appoint any other person to exercise or perform, on their behalf, any powers or functions they hold in relation to the Trust, to the extent permitted by law.

16.2 Delegation revocable

16.2.1 Any such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duties of the Board.

16.3 Delegate rules

16.3.1 Any persons or entities to whom the Board has delegated power, shall be bound by the terms of the Trust.

16.3.2 Any persons or entities appointed to be a delegate or member of such a committee, does not have to be a member of the Board.

17. Dispute Resolution

17.1 In the first instance, any such disputes shall be brought to the Chair or Secretary for internal resolution.

17.2 If internal resolution is unable to be achieved, and in accordance with the Trusts Act 2019, the Trustees are entitled to refer disputes between themselves, beneficiaries, or third parties to mediation or arbitration, and follow alternative dispute resolution (ADR) processes.

18. ANZMES Honoured Contributors

18.1 Legacy Recognition The Trust honours individuals who were granted Lifetime or Honorary status by the Donor prior to the establishment of this Trust. These individuals are recognised solely for their long-standing service or contribution to ANZMES. This recognition is honorary in nature and does not confer governance rights, voting rights, or entitlement to private benefit.

18.2 Future Recognition The Trustees may, from time to time, confer honorary recognition on individuals or groups in accordance with an ANZMES policy that sets out the criteria and process for such recognition. Any honorary recognition granted by the Trust does not confer governance rights, voting rights, or entitlement to private benefit.

18.3 No Membership Structure For the avoidance of doubt, the Trust does not operate a membership governance model, and no form of honorary recognition constitutes membership of the Trust.

19. Winding Up

19.1 The Trust may be wound up at any time on the passing of a resolution to wind up is carried by a unanimous resolution of the Trustees at a meeting called for such purposes.

19.2 If at any time the Charitable Purposes of the Trust will fail or if for any reason are incapable of being carried out, the Trust Fund will no longer be used or required for the Charitable

Purposes declared in this Deed (or subsequent variation), and in such case the Trustees must proceed to wind up the Trust.

19.3 No distribution of the Trust Fund or assets shall be made to any member.

19.4 Upon a winding up for any reason, any remaining portion of the Trust Fund, or the net proceeds arising from the sale of the assets of the Trust must be applied, after payment of all liabilities, towards such charitable purposes in New Zealand as defined by the Charities Act 2005 (or subsequent Acts) and as may be determined by the Board, or in default of its determination, as may be decided on application to a judge of the High Court of New Zealand.

20. Common Seal

20.1 The common seal of the Trust shall be kept in the custody of the Secretary (or any other such officer as may be appointed by the Trustees).

20.2 The common seal shall not be affixed to any instrument except by the authority of a resolution of the Trustees.

20.3 The affixing of the common seal shall be attested by the signatures of any two Trustees. No person dealing with the Trustees will be bound or concerned to see or enquire as to the authority under which any document is sealed, and in whose presence, it was sealed.

20.4 The common seal is to be used for deeds, policies, and contracts, and other documentation in accordance with law.

20.5 The Secretary shall maintain a register of all documents to which the common seal is affixed. Each entry should include:

- The date the seal was used
- The document to which the seal was affixed
- The names and signatures of the trustees who witnessed the application of the seal
- A brief description of the purpose for which the seal was used

20.6 A periodic review of the use of the seal shall be undertaken to ensure compliance with the Trust's policies and procedures.

Execution

Signed as a Deed

SIGNED by the affixing of the common seal
of (ANZMES Charitable Trust)

in the presence of the Chairperson and Secretary:



Common Seal.

A handwritten signature in blue ink, appearing to read "Fiona Charlton".

Chair – Fiona Charlton

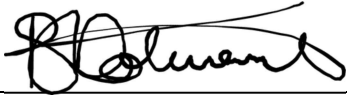
A handwritten signature in black ink, appearing to read "Acel".

Secretary – Angela Cayford

Signed by Fiona Louise Charlton)

as Trustee)

in the presence of:)



Signature of witness

Helen Dowthwaite

Name of witness

Company Director Dowthwaite Farms Ltd

Occupation of Witness

Te Awamutu

City/Town of Residence of Witness

Signed by Suzanne Duffy)

as Trustee)

in the presence of:)

S. C. Duffy

M. A. Henry

Signature of witness

Maria Henry

Name of witness

Retired

Occupation of Witness

Waimate

City/Town of Residence of Witness

Signed by Xiaojin Ma)
as Trustee)
in the presence of:)

Xiaojin Ma

张瑞芳
Signature of witness

YUWEI ZHANG
Name of witness
PRODUCT DEVELOPMENT MANAGER

Occupation of Witness
Auckland

City/Town of Residence of Witness

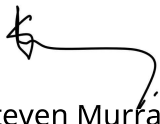
Signed by Wendy Mary Matthews)
as Trustee)
in the presence of:)

W. Matthews

B. Wilkings
Signature of witness

Betty Wilkings
Name of witness
Registered Nurse
Occupation of Witness
Auckland
City/Town of Residence of Witness

Signed by Steven Murray)
as Trustee)
in the presence of:)


Steven Murray



Signature of witness

Ciane Lawrey - Name of witness
Business Owner – Occupation of Witness
Raglan - City of Residence of Witness