

“the Directors”

“the Applicant”

DEED OF INDEMNITY

MAORI INVESTMENTS LIMITED
WATERHOUSE EXTN
PO BOX 229
KAWERAU
Tel 07 323 8146
Fax 07 323 7036

DEED OF INDEMNITY dated this _____ day of _____ 20____

PARTIES:

1. Each of the person or persons appointed and continuing in office for the time being as a Director of Maori Investments Limited (“the Directors”).
2. Mr/s , of
..... (“the Applicant”).
(Address of Applicant)

BACKGROUND:

- A. The Directors are currently all the Directors of Maori Investments Limited in respect of which *(Name of Deceased shareholder)* is entered in the Share Register as a holder of *(Number of shares)* fully paid standard shares.
- B. The Applicant wishes the shares to be transmitted as more particularly set out in the Schedule (“the Share Transfers”) upon the grounds set out in the Statutory Declaration made by the Applicant and attached to this deed.
- C. The Directors have been requested by the Applicant to give approval to the Transmission and transfer subject to the Applicant entering into this deed.

INTERPRETATION

In this deed unless the context otherwise requires:-

- a. A reference to a person includes any other entity or association recognized by law and the reverse;
- b. Words referring to the singular number include the plural number and the reverse;
- c. Words referring to one gender include every other gender;
- d. Any reference to any of the parties by their defined terms includes that party’s executors, administrators or permitted assigns or both;

- e. Every agreement or undertaking expressed or implied by which more persons than one agree or undertake any obligation under this deed binds such persons jointly and each of them severally.

BY THIS DEED:

1. The Applicant applies to the Directors for their approval to the Share Transfer Form and if the Directors agree to approve the Share Transfer it will be in reliance on the statements appearing in the said Statutory Declaration of the Applicant.
2. In consideration of the Directors approving the Share Transfer the Applicant agrees with the Directors to at all times indemnify and keep indemnified the Directors from all actions, proceedings, claims, demands, expenses and other liabilities of any nature which the Directors may incur as a result of the Directors acting in accordance with the provisions of this deed and in reliance on the said Statutory Declaration of the Applicant.
3. The Applicant covenants and agrees that, if it transpires that the transferees of the Shares (or any of them) are not entitled to be registered as holders of the Shares, then the Applicant will do or procure to be done all things necessary to re-transfer the Shares to the name of the transferor and for this purpose the Applicant irrevocably appoints each of the Directors to be his or her attorney and in their name and at their expense in all things to do and execute all things which the Applicant agrees to do or execute or which any of the Directors may think required or desirable to give effect to the provisions of this clause.

EXECUTION

Signed by)
)
)

As Applicant in the)
 Presence of:-)
)

Unless witnessed by a Solicitor or Justice of the Peace it is essential that the witness (in addition to signing his/her name) print their full name and full address legibly.

STATUTORY DECLARATION

I,
(Name of Applicant)

Of
(Address of Applicant) do solemnly and sincerely declare that:

My full name is :

I was born at :

On the day of 19

I have written my usual signature below.

And I make this solemn declaration conscientiously believing the same to be true by the virtue of Oaths and Declarations Act 1957.

Declared at on this)
 Day of 20) _____

Before me:)
A Solicitor of the High Court of New Zealand or a Justice of the Peace.

This declaration has been taken according to the requirements of the Oaths and Declarations Act 1957. This does not imply that any independent identification has been sighted.