

“THE DIRECTORS”

“THE APPLICANT”

DEED OF INDEMNITY



**MAORI INVESTMENTS LIMITED
WATERHOUSE STREET EXTENSION
PO BOX 229
KAWERAU 3169
NEW ZEALAND**

TELEPHONE: 07 323 8146
FACSIMILE: 07 323 7036

DEED OF INDEMNITY dated this _____ day of _____ 200 ____

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. I (*Full Name*) _____ (“*the Applicant*”)
(*Address*) _____
(*Occupation*) _____

BACKGROUND:

- A. The Directors are currently all the Directors of Maori Investments Limited in respect of which
(*Full Name*) _____
(*Address of Shareholder*) _____
is entered in the Share Register as holder of _____ (*Number of Shares*) fully paid standard shares.
- B. The Applicant wishes to be recognised as the person whose name appears in the Share Register as holder of the said shares upon the grounds set out in the statutory declaration of identity made by the applicant and attached to this deed.
- C. The Directors have agreed to recognise the applicant as the holder of the shares subject to the applicant entering into this deed.

INTERPRETATION:

1. In this deed unless the context otherwise requires:-
 - a. A reference to a person includes any other entity or association recognised 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 recognition that the Applicant is the person recorded in the share register as holder of the shares and if the Directors agree to recognise the Applicant as such it will be in reliance on the statements appearing in the said statutory declaration of the Applicant.
2. In consideration of the Directors recognising the Applicant as holder of the said shares 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 (a) The Applicant covenants and agrees that, if it transpires that he/she is not the person named in the share register as holder of the shares, then the Applicant will at their expense do or procure to be done all things necessary to rectify and make good any act, thing, loss, cost or expense done or incurred by the Directors or the Company in reliance on the statements made by the Applicant in the statutory declaration, including (by way of example and not imitation) the repayment of dividends and all other monies paid to the Applicant as a holder of shares in the Company.
- (b) For the purpose of clause 3(a) the Applicant irrevocably appoints each of the Directors to be his or her attorney and in the name of and at the expense of the Applicant 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 J.P. it is essential that the witness (in addition to signing his/her name) print their full name and full address legibly.