

**AUCKLAND REGION CIVIL DEFENCE EMERGENCY
MANAGEMENT GROUP FACILITY MANAGEMENT DEED**

between

AUCKLAND CITY COUNCIL

AUCKLAND REGIONAL COUNCIL

FRANKLIN DISTRICT COUNCIL

MANUKAU CITY COUNCIL

NORTH SHORE CITY COUNCIL

PAPAKURA DISTRICT COUNCIL

RODNEY DISTRICT COUNCIL

and

WAITAKERE CITY COUNCIL

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THIS DEED dated the

day of

2005

PARTIES

- (1) AUCKLAND CITY COUNCIL
- (2) AUCKLAND REGIONAL COUNCIL
- (3) FRANKLIN DISTRICT COUNCIL
- (4) MANUKAU CITY COUNCIL
- (5) NORTH SHORE CITY COUNCIL
- (6) PAKURA DISTRICT COUNCIL
- (7) RODNEY DISTRICT COUNCIL
- (8) WAITAKERE CITY COUNCIL

BACKGROUND

- A The parties to this Deed (the **Parties**) are each a member of the Auckland Region Civil Defence Emergency Management Group (the **Group**) which was established pursuant to the Civil Defence Emergency Management Act 2002.
- B To facilitate the performance by the Group of its functions, Auckland Regional Council (**ARC**) has agreed to enter into a facility agreement with a Registered Bank under which it will be able to draw funds to enable the Group to perform its functions.
- C The Parties wish to enter into this Deed to provide for when drawings will be made under the Facility Agreement, how the Members will contribute to the repayment of any drawings and the payment of any fees or interest under the Facility Agreement and how any liabilities will be shared.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Defined Terms

In this Deed, unless the context requires otherwise:

Authorised Signatories means the Category A Authorised Signatories and the Category B Authorised Signatories;

Authorised Signatory List means the Category A Authorised Signatory List and the Category B Authorised Signatory List;

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Bank means the Registered Bank which ARC enters into the Facility Agreement with in accordance with clause 3.1;

Banking Day means a day (other than a Saturday or Sunday) on which Registered Banks are open for business in Auckland and Wellington;

Category A Authorised Signatory means one of the persons listed on the Category A Authorised Signatory List;

Category A Authorised Signatory List means initially the list set out in Part A of Schedule 3, as amended from time to time in accordance with clause 16;

Category B Authorised Signatory means one of the persons listed on the Category B Authorised Signatory List;

Category B Authorised Signatory List means initially the list set out in Part B of Schedule 3, as amended from time to time in accordance with clause 16;

Certification Date means 31 October in each year during the term of this Deed;

Chief Executive's Certificate means, in relation to a Member, a certificate signed by the chief executive of that Member in substantially the form set out in Schedule 5, or such other form as ARC and that Member may agree;

Drawdown Notice is as defined in clause 4.1;

Group Account means *[insert details of bank account]*;

Facility Agreement is as defined in clause 3.1;

Facility Costs means any costs, sums, fees, duties (including stamp duty), taxes (including GST, and any fines, interest and penalties), legal fees (including as between solicitor and own client), including (without limitation) in respect of:

- (a) the negotiation, preparation and execution of the Facility Agreement and each transaction contemplated thereby;
- (b) each amendment to, or waiver in respect of, the Facility Agreement or another transaction required or contemplated by the Facility Agreement;
- (c) the enforcement or attempted enforcement of the Facility Agreement,

together with any interest (including default interest), premiums, penalties, break costs, levies, payments, rates, rentals, charges,

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outgoings, expenses, liabilities, claims and other financial obligations, in each case whether direct or indirect, incurred by ARC in connection with the Facility Agreement or any related document or agreement;

Member means a member of the Group;

Registered Bank is as defined in the Reserve Bank of New Zealand Act 1989;

Relevant Share means, in respect of each Party, the percentage specified for that Party in Schedule 1; and

1.2 Construction

In the construction of this Deed, unless the context requires otherwise:

Banking Days: Where any date which is specified in, or determined pursuant to the terms of, this Deed would otherwise fall on a day that is not a Banking Day, that date will be adjusted so that it will be the first following day that is a Banking Day;

Clauses and Schedules: a reference to a clause or a schedule is to a clause or schedule of this Deed, and a reference in a schedule to a clause is a reference to a clause in that schedule;

Currency: references to monetary amounts are to New Zealand currency;

Decision of the Group: a reference to a decision of the Group is a reference to a resolution passed at a meeting of the Group or such other decision of the Group made under delegated authority or any statutory provision;

this Deed: a reference to this Deed includes the Recitals and Schedules hereto and includes this Deed as the same may be varied from time to time;

Documents: a reference to any document, including this Deed, includes a reference to that document as amended or replaced from time to time;

Headings: headings appear as a matter of convenience and do not affect the construction of this Deed;

Negative Obligations: a reference to a prohibition against doing any thing includes a reference to not permitting, suffering or causing that thing to be done;

No Contra Proferentem Construction: the rule of construction known as the *contra proferentem* rule does not apply to this Deed;

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Parties: a reference to a Party to this Deed or any other document includes that Party's personal representatives/successors and permitted assigns;

Person: a reference to a person includes a corporation sole and also a body of persons, whether incorporated or unincorporated;

Related Terms: where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

Singular, Plural and Gender: the singular includes the plural and vice versa, and words importing one gender include the other genders;

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

Time: a reference to time is to New Zealand time; and

Writing: a reference to "written" or "in writing" includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and warranties

Each Party represents and warrants to the other that:

- 2.1.1 it has the power to enter into, exercise its rights and perform and comply with its obligations under this Deed;
- 2.1.2 it has taken all necessary action to authorise it to enter into, exercise its rights and perform and comply with its obligations under this Deed;
- 2.1.3 this Deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms; and
- 2.1.4 for the purposes of section 117 of the Local Government Act 2002 (the **Act**), its entry into, and the performance by it of, this Deed:
 - (a) is in compliance with the Act;
 - (b) is not contrary to any provision of the Act;
 - (c) is within its capacity, rights and powers ; and

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- (d) is for a purpose authorised by either the Act or another Act;

2.1.5 neither the entry by it into, nor the performance by it of, this Deed will:

- (a) violate or contravene any law to which it is subject; or
- (b) conflict with, or result in any breach of, any agreement, document, arrangement, obligation or duty to which it is a party or by which it or any of its assets may be bound.

2.2 Repetition

The representations and warranties contained in clause 2.1 will be deemed to be continuously repeated by each Party on each date on which this Deed is continuing by reference to the facts and circumstances then existing.

2.3 Acknowledgement of independence

Each Party acknowledges that it has entered into this Deed solely in reliance on its own judgement.

2.4 No Warranty on behalf of other Party

No Party shall make any warranty or representation to any person purportedly on behalf of the other Party in relation to the obligations to be performed under this Deed.

3. FACILITY AGREEMENT

3.1 ARC will enter into a facility agreement with a Registered Bank for the purposes of the emergency expenditure requirements of the Group (the **Facility Agreement**) on terms acceptable to ARC (in its sole discretion) and approved by the Group.

3.2 The obligation of the ARC to enter into the Facility Agreement is conditional upon the ARC having received, and found to be satisfactory to it (in its reasonable discretion) in form and substance:

3.2.1 a copy of this Deed, executed by each Party;

3.2.2 a certificate by the chief executive of each other Member, substantially in the form set out in Schedule 4; and

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- 3.2.3 such other certificates, information or matters as ARC may, by reasonable notice to each Member, reasonably require
- 3.3 The Parties agree that ARC may exercise all rights and discretions under the Facility Agreement in its sole discretion, except that it shall not:
 - 3.3.1 draw down funds under the Facility Agreement, except in accordance with clause 4;
 - 3.3.2 make any prepayments under the Facility Agreement without the consent of the Group;
 - 3.3.3 cancel all or any part of the Facility without the consent of the Group;
 - 3.3.4 extend the expiry date of the Facility without the consent of the Group,

and it shall, if directed to do so by the Group, cancel and prepay the Facility if it is entitled to do so under the Facility Agreement.

- 3.4 Notwithstanding clause 3.3, but without prejudice to clauses 5 and 6, ARC shall use its best endeavours to consult with the Group about the exercise of its rights and discretions under the Facility Agreement where it is reasonably practicable for it to do so and where the manner in which it exercises such right or discretion may materially affect the interests of other Members.

4. **DRAWDOWNS**

- 4.1 The Group may, at any time, issue a notice substantially in the form set out in Schedule 2 (a **Drawdown Notice**) to ARC requiring it to draw funds under the Facility Agreement (a **Drawing**) and specifying the details of the relevant Drawing, provided that, to be valid, such Drawdown Notice must be signed by one Category A Authorised Signatory and one Category B Authorised Signatory .
- 4.2 If ARC receives a Drawdown Notice under clause 4.1 it shall, subject to clauses 4.3 to 4.5, exercise its rights under the Facility Agreement to make a Drawing on the terms set out in the Drawdown Notice.
- 4.3 ARC shall not be required to make a Drawing in accordance with clause 4.2 if:
 - 4.3.1 it is not entitled to do so under the terms of the Facility Agreement including, for the avoidance of doubt, if it is unable to do so because it is unable at that time to make any required representations or warranties; or

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4.3.2 on or prior to the date the Drawdown Notice is delivered, it has not received from each Member (other than itself) a signed Chief Executive's Certificate in relation to the immediately preceding Certification Date.

4.4 If it is not reasonably practicable for ARC to make a Drawing on the terms set out in a Drawdown Notice, ARC may, in its sole discretion, make the Drawing on substantially similar terms (as determined by ARC in its reasonable discretion), and for this purpose, unless the particular circumstances dictate otherwise, ARC may assume, without limitation, that the following adjustments are acceptable:

4.4.1 an adjustment of up to five days to the date of drawdown of the Drawing; and

4.4.2 a rounding of the amount to be drawn down to fit with any minimum integral amounts which the Facility may be drawn in; and

4.4.3 any amendment which ARC is satisfied is necessary to correct a manifest error or is of a minor, formal or technical nature only.

4.5 Any Drawing made by ARC under the Facility Agreement shall be paid into the Group Account and shall be applied in accordance with any decision of the Group, including without limitation, any procedures agreed in accordance with a decision of the Group in relation to the operation of the Group Account from time to time.

4.6 Any interest which accrues on a Drawing while it is held in the Group Account shall be applied in accordance with the directions of the Group as if it were a part of the principal amount originally drawn down.

5. INTEREST AND REPAYMENT

5.1 Not less than two Banking Days prior to the date on which any payment of interest or repayment of principal is required to be made under the Facility Agreement, ARC shall advise each of the other Parties of the amount of such payment and the date on which it is to be made.

5.2 On or prior to each date on which interest is to be paid by ARC under the Facility Agreement, each Party shall pay an amount to ARC equal to its Relevant Share of such payment, provided that the Group may resolve to use any Drawing drawn down or interest accrued on such Drawing to meet some or all of the relevant interest payment, in which case the Relevant Share of each Party shall be reduced accordingly.

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- 5.3 On or prior to each date on which a Drawing is to be repaid by ARC under the Facility Agreement, each Party shall pay an amount to ARC equal to its Relevant Share of such repayment, provided that if the principal amount of that Drawing or any interest which has accrued on such amount remains unspent as at the relevant repayment date and no commitment has been made to spend it, it shall, unless the Group resolves otherwise, be applied in repayment of that Drawing and the Relevant Share of each Party shall be reduced accordingly.

6. COSTS AND EXPENSES

- 6.1 ARC shall notify the Group of any establishment, line and extension fees payable under the Facility Agreement as soon as is reasonably practicable, advising the date or dates on which payment is to be made. The Group shall pay to ARC an amount equal to such amounts on or prior to the date or dates on which ARC is required to make its payment.
- 6.2 If ARC is required to pay any Facility Costs, other than a payment of principal or interest in respect of a Drawing under the Facility Agreement or any establishment, line or extension fees, it shall advise the other Parties of such requirement as soon as is reasonably practicable, advising the date on which such payment is to be made.
- 6.3 Each Party shall, after being advised under clause 6.2 of an amount of Facility Costs to be paid by ARC shall pay to ARC an amount equal to its Relevant Share of such Facility Costs on or prior to the date on which ARC is required to make its payment or, if payment by such date is not reasonably practicable, as soon as reasonably practicable thereafter.

7. PAYMENTS

All payments to be made by a the Group or a Member to ARC under this Deed shall be made for value in the place of payment on the due date to the account of ARC previously notified by ARC to the Group and each Member.

8. RELATIONSHIP OF MEMBERS TO ARC

- 8.1 In the exercise of any of its rights, powers and discretions under this Deed or the Facility Agreement, ARC shall act in accordance with the instructions (if any) of the Group. ARC shall not be obliged to seek instructions except where expressly required by this Deed. In the absence of any such instructions, ARC may act as it thinks fit in the best interests of the Group as a whole or may refrain from acting until receipt of instructions.
- 8.2 ARC may refrain from doing anything which would or might in its opinion be contrary to any law or lawful direction.

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- 8.3 ARC may rely on any communication or document (including any facsimile transmission or electronic communication) reasonably believed by it to be genuine and correct.
- 8.4 Neither ARC nor any of its officers, employees or agents shall be responsible or liable to any Member for:
- 8.4.1 the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Deed or any communication or document given pursuant to this Deed; or
 - 8.4.2 any failure by any other Member to perform its obligations under this Deed; or
 - 8.4.3 any action taken or omitted to be taken by it under this Deed or the Facility Agreement except in the case of its own gross negligence or fraud; or
 - 8.4.4 any action taken or omitted to be taken by it under this Deed or the Facility Agreement acting on instructions of the Group.

9. COMPLIANCE CERTIFICATE

Each Member undertakes that it will deliver to ARC not later than two Banking Days following each Certification Date, a Chief Executive's Certificate stating the matters referred to therein as at the Certification Date.

10. DEFAULTING PARTIES

If on any date payment is to be made under the Facility Agreement, one or more Parties (each a **Defaulting Party**) has failed to pay to ARC all or part of its Relevant Share of such payment:

- 10.1 ARC shall immediately notify each Party of that failure; and
- 10.2 if there are sufficient funds to the credit of the Group Account to meet the shortfall in payment, ARC is irrevocably authorised to debit the amount of such shortfall from the Group Account; or
- 10.3 if there is insufficient funds to the credit of the Group Account to meet the shortfall, ARC may in its absolute discretion pay such amount from its own funds.

If ARC pays any shortfall from its own funds and a Defaulting Party fails to repay such amount within one Banking Day of the payment by ARC (the **Defaulted Amount**), each Party (other than the Defaulting Party) (each a **Non-Defaulting Party**) shall within one Banking Day of receipt of written demand from ARC pay to ARC an amount equal to the aggregate of:

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10.4 that Non-Defaulting Party's Relevant Share of the Defaulted Amount; and

10.5 that Non-Defaulting Party's Pro Rata Share.

For the purposes of this clause, a **Non-Defaulting Party's Pro Rata Share** means the amount determined by dividing an amount equal to the Defaulting Party's Relevant Share of the Defaulted Amount by the number of Non-Defaulting Parties.

11. **DEFAULT INTEREST**

If any Party fails to pay any amount payable under this Deed when due (including pursuant to clause 12) (an **overdue amount**) that Party shall pay interest (**default interest**) on that overdue amount from its due date until it is paid in full (both before and after any judgment). Default interest shall be calculated and payable by reference to successive periods, each of which (other than the first which shall begin on and include the due date) shall begin on the last day of the previous period. Each such period shall be of a duration of 30 days and the rate of default interest shall be the rate per annum determined by ARC to be equal to the aggregate of [4]% and the cost to ARC and any other Member of funding the overdue amount.

12. **INDEMNITIES**

12.1 Each Defaulting Party indemnifies each other Member (the **Indemnified Party**) against any costs, losses, expenses or liabilities sustained or incurred by the Indemnified Party as a result of any amount payable by that Defaulting Party under this Deed not being paid when due including, but not limited to, any costs, losses, expenses or liabilities on account of funds borrowed, contracted for or utilised by the Indemnified Party to repay any amount payable under this Deed or the Facility Agreement in excess of its Relevant Share.

12.2 The Members indemnify ARC rateably in accordance with their Relevant Share against all costs, losses, expenses or liabilities of any kind which may be sustained or incurred by or asserted against ARC relating to or arising out of this Deed or the Facility Agreement. Each Member shall, upon demand, pay to ARC its Relevant Share of all amounts payable under this indemnity.

12.3 No Member shall be liable under clause 12.2 for any cost, loss, expense or liability sustained or incurred by ARC that directly arises from ARC's gross negligence or fraud.

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13. LITIGATION

If any litigation arises or has potential to arise in respect of the Facility Agreement ARC shall be entitled to manage such litigation or the risk of litigation in its sole discretion, provided that it shall, to the extent that it is reasonably practicable to do so, consult with the other Parties in good faith but on a non-binding basis about the conduct of such litigation or the steps taken in contemplation of possible litigation.

14. GOOD FAITH

14.1 Each Party agrees to exercise its rights and perform its obligations under this Deed at all times in good faith.

14.2 In the event of any circumstances arising that were unforeseen by the Parties at the time of entering into of this Deed the Parties hereby record their intention that they will negotiate in good faith to add to or vary this Deed so as to resolve the impact of those circumstances in the best interests of:

14.2.1 the Members collectively; and

14.2.2 the Auckland Regional community represented by the Members collectively.

15. GROUP DECISION MAKING

Without limiting the interpretation of **Decisions of the Group** set out in clause 1.2, where any right or discretion under this Deed is to be exercised by the Group, it shall be exercised in accordance with procedures agreed separately by the Group.

16. NOTICES

Except as otherwise provided by this Deed, any notice which a Party is required or intends to give to any other Party concerning any matter or thing relating to this Deed shall be in writing. Notices to a Party shall be delivered to that Party at the postal or e-mail address or facsimile number and marked for the attention of the person (if any) from time to time designated by that Party for the purposes of this Deed. Any such notice shall be deemed to have been given:

16.1 at 2.00 p.m. on the day of delivery where the notice is delivered prior to 12 noon on a Banking Day;

16.2 on the following Banking Day where the notice is delivered after 12 noon or on a day that is not a Banking Day;

16.3 at 2.00 p.m. on the day of despatch where a facsimile or e-mail message is despatched prior to 12 noon on a Banking Day;

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16.4 on the following Banking Day where a facsimile or e-mail message is despatched after 12 noon or on a day that is not a Banking Day;

16.5 two (2) clear Banking Days after the day of posting where the notice is sent by mail.

17. INITIAL ADDRESSES

The initial address, facsimile number and person (if any) so designated by each Party for the purpose of this Deed are set out beside the name of that Party in Schedule 1

18. AUTHORISED SIGNATORY LIST

18.1 The Authorised Signatory List may be amended from time to time in accordance with a decision of the Group, provided that such amendment shall not take effect until ARC is notified of it and provided with specimen signatures of any new Authorised Signatories.

18.2 If the Authorised Signatory List is amended by a resolution passed at a meeting which is attended by a representative of ARC, the written notice requirement set out in clause 18.1 shall be deemed to be satisfied (but without prejudice to the requirement to provide ARC with any specimen signatures).

19. AMENDMENTS

Any amendment to this Deed shall be in writing duly executed by each of the Parties.

20. ASSIGNMENT

No Party may transfer or assign its rights or obligations under this Deed without the prior written consent of all other Parties, such consent not to be unreasonably withheld.

21. INITIAL DISPUTE PROCEDURE

If any Party considers that a breach of another Party's obligations has occurred it shall notify the other Party of its concerns and both Parties shall negotiate in good faith for 15 Banking Days (or such different period as is agreed between the Parties) to resolve the issue before commencing legal proceedings or arbitration.

22. ARBITRATION

22.1 Any dispute arising out of the interpretation of this Deed, including any question regarding its existence, validity or termination, shall be referred to arbitration.

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22.2 If the Parties are unable to agree upon the appointment of a single arbitrator within five (5) working days of the receipt by the principal administrative officer of written notification of the desire of a Party to have a dispute arbitrated, or if any arbitrator agreed upon refuses or fails to act within fourteen days of his or her appointment then any Party may request the President for the time of the Auckland District Law Society to appoint an arbitrator and the arbitration shall be carried out in accordance with the Arbitration Act 1996.

22.3 In this clause time shall be of the essence and the Parties agree to be bound by any decision, determination or award given pursuant to the provisions hereof.

23. CERTIFICATE OF ARC

A certificate of any officer of ARC as to any amount owing under the Facility Agreement shall be prima facie evidence of such amount.

24. ENTIRETY OF AGREEMENT

This Deed constitutes the entire agreement between the Parties as at the date of this Deed with respect to the matters dealt with herein and there are no oral or written understandings, representations or commitments of any kind, express or implied, not expressly set forth or referred to herein.

25. COUNTERPARTS

This Deed may be executed in any number of counterparts each of which will be deemed an original and together will constitute a single document. Any Party may enter into this Deed by signing any counterpart.

26. GOVERNING LAW

This Deed shall be governed by and construed in accordance with New Zealand Law.

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SCHEDULE 1

RELEVANT SHARES AND INITIAL ADDRESSES FOR NOTICES

The Relevant Share and initial address for notices of each Party is as set out below:

Party	Relevant Share	Address for Notices
Auckland City Council:	20.3% (being 31.3% of the 65% share payable by the Territorial Authorities)	Address: Facsimile No: Attention:
Auckland Regional Council:	35%	Address: Facsimile No: Attention:
Franklin District Council:	2.9% (being 4.4% of the 65% share payable by the Territorial Authorities)	Address: Facsimile No: Attention:
Manukau City Council:	15.7% (being 24.2% of the 65% share payable by the Territorial Authorities)	Address: Facsimile No: Attention:
North Shore City Council:	10.2% (being 15.7% of the 65% share payable by the Territorial Authorities)	Address: Facsimile No: Attention:
Papakura District Council:	2.3% (being 3.6% of the 65% share payable by the Territorial Authorities)	Address: Facsimile No: Attention:
Rodney District Council:	4.2% (being 6.4% of the 65% share payable by the Territorial Authorities)	Address: Facsimile No: Attention:

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Waitakere City Council:	9.4% (being 14.4% of the 65% share payable by the Territorial Authorities)	Address: Facsimile No: Attention:
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**SCHEDULE 2
FORM OF DRAWDOWN NOTICE**

To: Auckland Regional Council

From: Auckland Region Civil Defence Emergency Management Group

Date:

Committed Standby Cash Advances Revolving Facility Agreement (the "Agreement") for \$10,000,000 dated [] 2005

The Group wishes to borrow a Drawing as follows:

- (a) Drawdown Date:
- (a) Principal Amount: [Minimum and multiples of \$100,000]
- (b) Interest Period: [One, two, three or six] months
- (c) Payment instructions: Please credit proceeds to the Group Account.

By:

**Category A Authorised
Signatory**

**Category B Authorised
Signatory**

Print Name

Print Name

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SCHEDULE 3
INITIAL AUTHORISED SIGNATORY LISTS

Part A – Category A Authorised Signatory List

Name	Specimen Signature
Neil Joseph Morrison	
Derek Quentin Battersby	
Douglas Keith Armstrong	
Winifred Norien Hoadley	
Ivan Winston deGaulle Dunn	
Caroline Anne Conroy	
Susan Margaret Jackson	
David Thomas Steele	

This list can be amended from time to time by written authorisation from the Chairman of the Civil Defence Emergency Management Group.

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