

ORDER AMALGAMATING TRUSTS AND VARIATION OF TRUST

Te Ture Whenua Māori Act 1993, Sections 221 and 244

In the Māori Land Court
of New Zealand
Tākitimu District

IN THE MATTER

of the Ngatarawa 1A3A Ahu
Whenua Trust, Ngatarawa
1A3B Ahu Whenua Trust,
Ngatarawa 1A3C Ahu
Whenua Trust and
Ngatarawa 2A3B1B2 Ahu
Whenua Trust

AND

IN THE MATTER

of Ngatarawa 1A No 3A,
CFR HBA3/283, Lot 2
Deposited Plan 22138, CFR
HBP1964, Lot 1 Deposited
Plan 22138, CFR
HBP1/963, Ngatarawa
2A3B1B2 and Section 1
Survey Office Plan 387653,
CFR670594

AT a sitting of the Court held at Hastings on the 3rd day of November 2015 before Layne Ross Harvey, Judge

WHEREAS application was filed by Sandra Donna Matenga on behalf of the trustees of the above Ahu Whenua Trusts

NOW THEREFORE the Court upon reading and hearing all evidence adduced in support thereof and being satisfied on all matter upon which it is required to be satisfied

HEREBY AMALGAMATES THE NGATARAWA 1A3A AHU WHENUA TRUST, NGATARAWA 1A3B AHU WHENUA TRUST, NGATARAWA 1A3C AHU WHENUA TRUST, and NGATARAWA 2A3B1B2 AHU WHENUA TRUST, to be known as the Ngatarawa Lands Trust pursuant to section 221 of Te Ture Whenua Māori Act 1993

AND THE COURT DOTH HEREBY FURTHER ORDERS pursuant to section 244 of the said Act that the trusts upon which the trustees shall now and henceforth hold the said blocks until further or other order of the Court are as set out in the terms of trust attached hereto

AND IT IS HEREBY ORDERED pursuant to rule 7.5(2)(b) of the Māori Land Court Rules 2011 that this order is completed without delay

AS WITNESS the hand of a Registrar and the Seal of the Court



AHU WHENUA TRUST ORDER

1. Title

This Trust shall be known as the Ngatarawa Lands Trust and shall apply to the following Maori Freehold land and any other assets owned by or acquired by the trust:

- a. Ngatarawa 1A No 3A Block;
- b. Lot 2 Deposited Plan 22138 (alternative name) Ngatarawa 1A3B Block
- c. Lot 1 Deposited Plan 22138 (alternative name) Ngatarawa 1A3C Block; and
- d. Ngatarawa 2A3B1B2 and Section 1 Survey Office Plan 387653 Block.

2. Objects

Subject to any express restrictions set out in this order, the objects of the trust shall be to promote and facilitate the use and administration of the land to best advantage of the beneficial owners, to ensure retention of the land by the beneficial owners, to make provisions for any special needs of a beneficial owner, to represent the beneficial owners in all matters relating to the land and enjoyment of the facilities therewith.

Powers

The Trustees are empowered:

General

In furtherance of the objects of the Trust and except as hereinafter may be limited to do all or any of the things which they would be entitled to do if they were the absolute owners of the land PROVIDED HOWEVER that the Trustees shall not alienate the whole or any part of the land by gift or sale other than by way of exchange on the basis of land for land value for value and then effected by Court Order or in settlement of a proposed acquisition pursuant of the Public Works Act or similar statutory authority.

Specific

Without limiting the generality of the foregoing but by way of emphasis and clarification as well to extend the powers of the Trustees it is declared that the Trustees are empowered:

To buy

To acquire any land or interest in land or any other assets, machinery, plant, chattels or equipment whether by way of lease purchase exchange or otherwise PROVIDED HOWEVER that any proposal to acquire land must be considered by a duly called meeting of beneficial owners and further PROVIDED ALWAYS HOWEVER that the Trustees shall retain the discretion to acquire land pursuant to the provisions of this clause. No Purchase or exchange of land shall be effected except through such means as shall



ensure that the land so acquired can be vested in the appropriate beneficial owners as Maori freehold land and be made subject to the trusts hereof.

To subdivide

To subdivide the land in any manner permitted by law into such subdivisions or parts as may seem expedient to them, and to bring applications before the Court for partition orders to allocate such allotments amongst the owners in accordance with their entitlement PROVIDED HOWEVER that any proposal to subdivide land must be considered by a duly called meeting of beneficial owners and further PROVIDED ALWAYS HOWEVER that the Trustees shall retain the discretion to subdivide the land pursuant to the provisions of this clause but subject to any legislative restrictions.

To improve

To develop and improve the Trust lands and to erect thereon such building fences yards and other constructions or erections of whatsoever nature as may seem necessary or desirable.

To engage and employ

To engage, employ and dismiss employees, contractors, agents, professional advisors and any other supplier of products or services required for the Trustees to carry out the objects of the trust. The trustees may engage or employ a trustee PROVIDED THAT:

the procedure in clause 5 for dealing with conflicts of interest has been followed,
the remuneration does not exceed market rates and
the amount paid is separately identified in the financial statements of the trust in accordance with clause 8.b.ii.

To set aside cash reserves

To accumulate income and to set aside such reserves as the Trustees in their discretion shall think fit for contingencies or for capital expenditure or to meet the cost of any investigation and so to retain in an accumulated profit account any portion of the funds which the Trustees think it prudent not to distribute to the beneficial owners.

To pay own costs

From the revenues derived from the operation of the Trust to meet all costs expenses and disbursements incurred by them including the costs of any person employed by them in the administration of the Trust (and of any Advisory Trustees should such be appointed) or in the furtherance of any of the objects of the Trust. The Trustees shall be entitled to receive a payment equivalent to one hundred dollars (\$100.00) net per meeting for expenses including travel as a reimbursement of expenses. Trustees shall be entitled to Trustees' reimbursement of expenses to a maximum of twelve (12) meetings per annum.

To promote title improvement projects

At their discretion to bring and prosecute in the Maori Land Court on behalf of the beneficial owners any applications for amalgamation of titles, aggregation of beneficial owners, the inclusion of any further lands in this Trust order, the exclusion of any lands from this Trust order, the variation of this Trust order to increase reduce or otherwise vary the powers hereby given to the Trustees or to bring any other application for orders within the jurisdiction of the Court that might facilitate the operation of the Trust AND where appropriate arrange all necessary surveys and effect registration of the Partition or other orders constituting title to the lands under the Trust in Land Information New Zealand.

To distribute

Subject to their being satisfied that proper provision has been made for reserves as referred to in clause 3(b)(v) hereof to distribute to the beneficial owners in accordance with their respective shares the whole or such part of the net proceeds as the Trustees shall at their sole discretion from time to time determine.

To make other special provisions for beneficiaries

At their discretion to alienate by way of lease or licence to any beneficial owner or to any blood relative of a beneficial owner at a reduced rent or otherwise upon terms more favourable to the lessee than those obtainable on the open market for so long as that person or his executor or administrator remains in possession of the land PROVIDED THAT such proposal has first been approved by the majority of beneficial owners and confirmed by the resolution of a meeting of beneficial owners called by the Trustees in accordance with this Deed.

To lease

To lease the whole or any part or parts of the said lands from year to year and for any term of years at such rent and upon such covenants and conditions as the Trustees shall think reasonable and to any person, corporate body and/or Her Majesty the Queen and to accept surrenders of and vary the leases thereof.

To take over existing leases

To assume all the rights duties powers and obligations heretofore held by the lessors under any lease having force or effect of any of the lands or of any part or parts thereof and to assume and to have all the rights duties powers and obligations that may have accrued to the former Trustees of any of the lands the trusts in respect of which have been cancelled on the making of this Trust order with power to enter into variations of any such lease and/or to negotiate and accept a surrender of any such lease whether in whole or in part and to obtain and enforce any judgment decision or ruling or to effect any settlement or compromise with regard thereto.



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To use, occupy and manage the land

To use, occupy and manage the land or any part thereof for agricultural, viticultural, pastoral, forestry or horticultural purposes including the use of the land or any part thereof for the growing of permanent horticultural crops by the Trustees themselves or in conjunction with any other person or persons upon such terms for the growing utilisation or sale of the crop as the Trustees may consider appropriate.

Purchase of interest in Trust

At the discretion of the Trustees to purchase all or some of the shares of any beneficial owner wishing to sell the same to the intent that any shares so purchased will be held in trust for all the beneficial owners.

To operate with others

To enter into arrangements or agreements or contracts in the name of the Trustees or jointly or in partnership with any other person or organisation.

To represent owners

To prosecute from time to time in the appropriate tribunal such objection to zoning or proposed zoning such application for re-zoning of the said land, such application for specified departure from such zoning and such application for conditional use in any current zoning or otherwise howsoever the Trustees in their absolute discretion may determine, AND to represent the beneficial owners in any issues that arise with any Local Authority and to represent the beneficial owners on any negotiations or questions of compensation.

Proceedings

To issue and prosecute and to defend and to counterclaim in the Maori Land Court and in any other Court of New Zealand all or any class of proceedings with which the Trustees may determine or in which they are named as a party.

Limited liability company

To form a limited liability company in terms of the Companies Act 1993 and to form a Charitable Trust pursuant to the Charitable Trusts Act 1957 PROVIDED ALWAYS THAT that any proposal to form a limited liability company must be considered by a duly called meeting of beneficial owners and further PROVIDED ALWAYS HOWEVER that the Trustees shall retain the discretion to form a limited liability company pursuant to the provisions of this clause .

To subscribe for and take up shares in any limited liability company formed for the purposes of developing or carrying on any enterprise on the Trust land.

To protect Wahi Tapu

The Trustees shall safeguard to the best of their ability any grave or other Wahi Tapu in or upon the land for the time vested in them.

Election of Trustees

Nominations for election of or replacement of trustees shall be made at general meetings or special general meetings called for that purpose.

The Trustees in whom the said land is vested by a vesting order shall retire as follows:

at the general meeting held in the third calendar year after the year in which this trust order was confirmed and ordered by the Court, one-half of the trustees shall retire.

at the following general meeting in the sixth calendar year, a further one-half of those trustees shall retire and to be those Trustees who did not retire in terms of clause 4.2(a).

as to the trustees who shall retire as provided in (a) and (b) above where necessary, to be determined by agreement or lot.

No trustee shall remain without being re-elected for a period exceeding six calendar years.

A trustee who retires due to clause 4.2(a) and (b) may be available for re-election at a general meeting.

Conflicts of interest

- 5.1 Notwithstanding any rule of law to the contrary and subject to clauses (a), (b) and (c) herein no Trustee shall be disqualified from being appointed or holding office as a Trustee by reason only of a conflict of interest. Where a Trustee has a conflict of interest:

That Trustee shall disclose the nature and extent of the conflict of interest to the other Trustees;

That Trustee shall not take part in any of the discussions or decisions relating to the conflict of interest and must absent himself or herself from any such meeting of Trustees and shall be disregarded for the purpose of forming the quorum of any such meeting;

The other Trustees may apply to the Court for directions where they consider that the conflict of interest may compromise the operation of the trust and the Court may make any such directions or orders that it thinks fit including the removal of the Trustee.

- 5.2 A Trustee is deemed to have a conflict of interest in respect of a matter or a transaction where the Trustee:

(a) Or the Trustee's spouse or partner is employed or engaged as an employee or contractor of the Trust;

(b) Is a party to, or will derive a financial benefit from, the matter or the transaction; or



- (c) Has a financial interest in any other party to the matter or the transaction; or
- (d) Is a director, shareholder, member, official, partner or trustee of another party to, or person who will or may derive a financial benefit from, the matter or transaction (not being a party that is wholly owned by the Trust or by any subsidiary of the Trust); or
- (e) Is the parent, child, spouse or partner of another party to, or person who will or may derive a financial benefit from, the matter or transaction; or
- (f) Is otherwise directly or indirectly interested in the matter or transaction.

PROVIDED ALWAYS however that a Trustee shall not be deemed to have a conflict of interest simply by being a beneficial owner in the Trust (or a parent, child, spouse or partner of another party who may be a beneficial owner in the Trust) and by being a person entitled to receive financial benefit from the Trust by way of dividends customarily paid by or on behalf of the Trust.

Register

The Trustees shall keep and maintain a register of interests which shall be updated at each Trustees' meeting.

5.4 Trustees Acting in Professional Capacity

- (a) PROVIDED THAT any such Trustee declares their interest in acting in his or her professional capacity and provides such evidence of their qualification and experience, any Trustee shall be entitled to act in his or her professional capacity for the Trust and may be remunerated for their services and reimbursed for reasonable expenditure; such Trustee or Trustees however shall not be involved in any way in the determination of the amount of the remuneration or reimbursement of reasonable expenses and shall abstain from any decision to appoint that Trustee to act in his or her professional capacity. The Trustees shall only appoint experienced and suitably qualified people to act on behalf of the Trust.

Protection of Trustees

In any case where any Trustee is of the opinion that any direction determination or resolution of a meeting of the Trustees or general meeting of beneficial owners conflicts or is likely to cause conflict with the terms of this Trust or with any rule of law or otherwise to expose it to any personal liability or is otherwise objectionable then, and in reliance upon Section 238 of the Te Ture Whenua Maori 1993 and of the Trustee Act 1956 he or she may apply to the Court for directions in the matter PROVIDED HOWEVER that nothing herein shall make it necessary for him or her to apply to the Court for any such directions.

Protection of Minorities

In any case where any Trustee or beneficial owner feels aggrieved by any direction determination or resolution of a meeting of the Trustees or of any act or omission of the Trustees he or she may:

give to the Trustees notice of his or her intention to have the matter complained of referred to the beneficial owners and then PROVIDED THAT within 14 days thereafter he or she files with the Trustees a written requisition supporting that notice executed by not fewer than fifteen (15) beneficial owners then the Trustees shall fix a time and place and convene a general meeting accordingly in such manner hereinafter provided with such meeting to be called within four (4) months of the receipt of the notice; PROVIDED FURTHER that if the Trustees fail to convene a general meeting within a reasonable time or he or she is dissatisfied with the resolution of this matter by the general meeting he or she may:

give to the Trustees notice of intention to have the matter complained of referred to the Maori Land Court PROVIDED THAT he or she shall within fourteen (14) days thereafter file an application pursuant to section 238 of Te Ture Whenua Maori 1993 and section 68 of the Trustee Act 1956 requesting the Court review any such act or omission of the Trustees and / or give directions as to any contemplated act or omission of the Trustees arising from the resolution of the general meeting of beneficial owners or any other reason; OR pursuant to section 244 of Te Ture Whenua Maori 1993 for the variation of this Trust order to make particular provision for the matter in dispute and in either case serve a copy thereof upon the Trustees AND upon and following receipt of a notice of intention as aforesaid and for as long as the matter remains unresolved, but then PROVIDED the further particulars are filed within fourteen (14) days, and except as may be necessary for the avoidance of an action by any third party affected or as may be directed by a Court on application for injunction, directions or the like, the Trustees shall take no steps or no further steps as the case may be to implement or otherwise give effect to or enable the continuance of the matter complained of PROVIDED THAT if the steps above are not pursued by the beneficial owner and the particulars are not filed in the Court as aforesaid then nothing in this clause shall act as a bar on the actions of the Trustees from continuing to implement their decision.

Obligations

To Report to the Court

Any Trustee at any time, upon being required to by the Court, shall file in the Court a written report and make himself or herself available to the Court for questioning on the report or any matter relating to the administration of the Trust or to the performance of his or her duties as a Trustee.

Reports and Accounts

At each general meeting the Trustees shall produce reports and accounts for each year in respect of which they have not earlier presented reports and accounts to a general meeting.

The Trustees shall keep a proper written record of all resolutions passed and business transacted at every meeting and shall present the annual accounts and a report which shall include particulars of the number of meetings held by Trustees and



resolutions passed to the annual general meeting of beneficiaries and any special meeting of beneficiaries and show the amounts paid to each trustee during the financial year by way of trustee expenses and other payments (each shown separately).

The Trustees shall in each year within six (6) months after the date of the end of the financial year of the Trust, furnish to the Court an audited statement of the financial transactions of the Trust for the financial year ending on the 31st day of March or such other financial year date as determined by the Trustees, together with a statement of the assets and liabilities of the Trust; PROVIDED THAT if the accounts are prepared by a Chartered Accountant the audit requirements hereinbefore mentioned need not be adhered to.

Review of the Trust

The Trustees shall in the tenth year after the confirmation and ordering of this trust order by the Court apply to the Court for a review of the Trust.

On any such review the Court may by order give such directions to the Trustees as it thinks fit, confirm the Trust order without variation, vary the terms of the Trust order in such manner as it thinks fit or make an order determining the Trust.

Replacement of Trustee

Upon the death, resignation or removal by the Court of a Trustee the surviving Trustees shall:

Where the number of Trustees is less than five (5) ensure that the next general meeting of beneficial owners considers a possible replacement, AND then make application to the Court for an order replacing such Trustee.

If no such replacement is forthcoming then make an application to the Court for an order to reduce the number of trustees.

Removal of Trustees

The Court, for sufficient cause, may at any time remove a Trustee from office.

In addition to the grounds upon which a Trustee might be removed by the Court, it shall be sufficient cause for removal that:

a Trustee has not complied with the provisions of clause 8(b) and 8(c)(i) hereinbefore;

a Trustee has failed to carry out the duties of his office satisfactorily;

a Trustee has absented himself or herself from three (3) consecutive, properly convened meetings of the Trust without reasonable excuse;

because of physical or mental infirmity or prolonged absence a Trustee is or will be incapable of carrying out his or her duties satisfactorily;

a Trustee has become a bankrupt;



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a Trustee is convicted of any offence whereby he or she is sentenced to a term of imprisonment and is still serving such sentence;

Where there are grounds for removal of a Trustee the Trustees shall ensure that at the next general meeting of beneficial owners a replacement trustee is elected and the Trustees shall forthwith apply to the Court to replace the Trustee.

Meetings

a. General Meeting of Beneficiaries

General meetings of beneficial owners shall from time to time be held as hereinafter provided:

General Meeting

A general meeting of the beneficial owners shall be held at least once in every calendar year, within six (6) months after the termination of the financial year of the trust, at a time and place fixed by the Trustees having regard to the convenience of the beneficial owners.

Notice of General Meeting

A general meeting of the beneficial owners (whether a general meeting or a special general meeting) shall be convened by posting, at least fourteen (14) days before the date of the meeting, to every beneficial owner whose postal address is recorded in the share register, notice in writing of the time and place of the meeting and of the business proposed to be transacted thereat.

Special Resolutions to be considered at next General Meeting

Any beneficial owner may give notice in writing to the Trustees of any special resolution that he intends to move at a special general meeting or at the next available general meeting of the beneficial owners, and in any such case the written notice of the meeting shall include notice of the intended special resolution.

Resolutions Generally

No resolution shall be moved at any general meeting unless notice thereof has been included in the written notice of the meeting.

Chairman

At every general meeting of the beneficial owners the chairman of the Trustees shall preside if he is present, and if he is absent the meeting shall appoint some other person present to be chairman of the meeting.

Postponement

At any time before the time fixed for the holding of any general meeting of the beneficial owners the chairman of the Trustees may postpone the meeting to some other time or may appoint some other place of meeting, as he may deem expedient, and notice of any such altered time or place shall be duly given.

Quorum

No meeting of the beneficiaries of the Trust shall be constituted or be deemed to be constituted unless there is present throughout the quorum prescribed by this Trust order;

Subject to clause 9(viii)(2), a quorum shall consist of not less than fifteen (15) qualifying beneficial owners personally present throughout the meeting.

Lack of quorum

- (1) If at the time and place appointed for any such meeting or within one hour after such time, there is not a quorum present, or if for any other reason the meeting cannot be held, the Trustees shall forthwith fix another time within twenty one (21) days thereafter and a place for the holding of the meeting and shall give not less than fourteen (14) days notice of the meeting by advertisement published twice in one or more daily newspapers circulating in the district in which the trust land is situated.
- (2) There shall be no minimum number of beneficial owners for a quorum where a second meeting is held in accordance with the above subclause (1) due to a lack of a quorum for that first meeting.
- (3) Where any general meeting lapses as aforesaid, the certified balance sheet, the profit and loss account and the other reports and statements hereinbefore referred to shall forthwith be transmitted by the chairman to the Registrar of the Court at Takitimu.

Adjournment

The chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place.

Voting

- (1) Every beneficial owner present in person or by proxy shall be entitled to vote on any resolution considered by the beneficial owners.
- (2) A person acting as proxy for any other beneficial owner(s) shall be entitled to vote separately for each person for whom he so acts.
- (3) Any person who is the duly appointed trustee for a beneficial owner in respect of his shares may attend vote and act at any meeting of the beneficial owners either personally or by proxy in the same manner and on the same conditions as if he were the beneficial owner.



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Method of Voting

The method of voting at all meetings of the Trust (whether general or special general meeting) shall be by a show of hands or by poll if demanded by five (5) or more beneficial owners present at the meeting. Prior to any general or special meeting the Trustees will prepare and send to all beneficial owners whose addresses are known to the Trust:

- (1) notice of resolutions to be put to the general meeting.
- (2) other than for routine motions, an explanation of why the resolution is being considered; and
- (3) postal voting shall be carried out as follows:

if the beneficial owners, by special resolution, have so determined at an earlier meeting, a beneficial owner may exercise the right to vote at a meeting by casting a postal vote in accordance with the provisions of this rule.

A postal vote shall be in Form 2 in Schedule 2 to the Maori Assembled Owners regulations or to like effect, signed by the beneficial owner and witnessed.

The notice of a meeting must state the name of the person authorised by the Trustees to receive and count postal votes at that meeting.

If no person has been authorised the secretary of the Trust is deemed to be so authorised to receive and count postal votes at a meeting.

Beneficial owners may cast a postal vote on all or any of the matters to be voted on at a meeting by sending a notice of the manner in which his or her shares are to be voted to a person authorised to receive and count postal votes at that meeting. The notice must reach that person not less than forty eight (48) hours before the start of the meeting.

Beneficial owners who casts a postal vote shall not be counted for the purposes of determining whether a quorum is present at the meeting.

- (4) It is the duty of the person authorised to receive and count postal votes at a meeting:

to collect together all postal votes received by him or her or by the Trust; and

in relation to each resolution to be voted on at the meeting, to count:

the number of beneficial owners voting in favour of the resolution and the number of votes cast by each owner in favour of the resolution; and

the number of beneficial owners voting against the resolution, and the number of votes cast by each beneficial owner against the resolution; and

to sign a certificate that he or she has carried out the duties set out in paragraphs (a) and (b) of this subclause (which certificate shall set out the results of the counts required by paragraph (ii) of this subclause); and

to ensure that the certificate is required by paragraph (c) of this subclause is presented to the chairperson of the meeting.

- (5) If a vote is taken at a meeting on a resolution on which postal votes have been cast, the chairperson of the meeting must:

on a vote by show of hands, count each beneficial owner who has submitted a postal vote for or against the resolution.

on a vote on shareholding, count the votes cast by each beneficial owner who has submitted a postal vote for or against the resolution.

Where the chairperson of a meeting believes that the postal votes cast in relation to a resolution are such that if a vote on shareholding were to be taken the result might differ from the result that would be obtained on a show of hands, he or she must call for a vote on shareholding on that resolution.

The chairperson of a meeting must ensure that the certificate of postal votes held by him or her is annexed to the minutes of the meeting.

Proxy

A proxy for a beneficial owner is entitled to attend and vote at a general meeting PROVIDED THAT:

- a. A proxy must be a person of full age (twenty (20) years or older) and capacity;
- b. A proxy must be appointed by a notice in writing to the same effect as Form 1 in the Second Schedule to the Maori Assembled Owners Regulations 1995;
- c. The notice has been received by the chairperson or secretary at least forty-eight (48) hours before the commencement of the general meeting;
- d. The notice must be signed by the beneficial owner and witnessed;
- e. The notice must state the particular meeting for which the proxy is appointed
- f. The notice shall lapse upon the death of the beneficial owner or upon the beneficial owner giving written notice of cancellation prior to the meeting or upon the beneficial owner being present at the general meeting and giving notice of the cancellation to the chairperson of the Trust;
- g. The chairperson of the Trust shall determine whether any notice is valid and shall certify the reasons for any notice being ruled invalid;
- h. Upon request the chairperson of the Trust shall allow any person entitled to vote at a general meeting the opportunity to inspect any notice.

The persons following are qualified to act as witness:



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Solicitor of the High Court
 Justice of the Peace
 Licensed Interpreter of the Maori Language
 Registered Medical Practitioner
 Officiating Minister
 Registered Nurse
 School Teacher
 Officer of the Department of Justice
 Chartered or Registered Accountant

Instrument of Appointment

- (1) No person shall be entitled to vote as proxy at a meeting unless the Chairman of the meeting is satisfied that the instrument containing his appointment is prima facie in order.
- (2) If any instrument of appointment is ruled by the Chairman to be out of order, the reason for the ruling shall be certified on the instrument.
- (3) The Chairman of the meeting shall, on request, give to any person entitled to vote at the meeting an opportunity to inspect any instrument of appointment which has been lodged and to raise any objection to the instrument.

Cancellation and Lapse of Appointment

- (1) An appointment as proxy may be cancelled by the person who has given the proxy by writing signed by him and either lodged at the notified office of the trust one (1) hour before the start of the meeting or lodged with the Chairman of the meeting.
- (2) An appointment as proxy shall lapse on the death of the person giving the proxy or on the cancellation of the appointment as provided in subclause (a) of this paragraph.
- (3) If a person who has appointed a proxy attends the meeting personally and notifies the Chairman that he is present and the Chairman notifies the meeting accordingly the proxy shall not vote for him after the Chairman's notification; but the validity of voting which has already been completed prior to that notification to the meeting shall not be affected thereby.

Minutes

The proceedings of every general meeting of the beneficial owners shall be recorded in a minute book. The minutes of every meeting shall be signed by the chairman of that meeting as soon as possible and shall be read and after any necessary amendment, confirmed at the next succeeding meeting. Upon signature by the chairman such minutes shall be receivable as prima facie evidence of the matters stated in the minutes. Upon confirmation and signature by the chairman of that succeeding meeting, such minutes shall be receivable as conclusive evidence of the matters stated in the minutes.

Power of Attorney

Any beneficial owner shall be entitled to be represented at any general or special meeting by their duly authorised attorney PROVIDED ALWAYS HOWEVER that the attorney shall be required to produce the original power of attorney document or a certified copy, along with a validly executed certificate or declaration of non-revocation of power of attorney.



ORDER REPLACING TRUSTEES IN AN AHU WHENUA TRUST

Te Ture Whenua Māori Act 1993, Section 239

In the Māori Land Court
of New Zealand
Tākitimu District

IN THE MATTER of the Ngatarawa Lands
Trust

AND

IN THE MATTER of Ngatarawa 1A No 3A,
CFR HBA3/283, Lot 2
Deposited Plan 22138, CFR
HBP1964, Lot 1 Deposited
Plan 22138, CFR
HBP1/963, Ngatarawa
2A3B1B2 and Section 1
Survey Office Plan 387653,
CFR670594

AT a sitting of the Court held at Hastings on the 3rd day of November 2015 before Layne Ross Harvey, Judge

WHEREAS application was filed by Sandra Donna Matenga on behalf of the trustees of the above Ahu Whenua Trust

AND WHEREAS the Court upon reading and hearing all evidence adduced in support thereof and being satisfied on all matters upon which it is required to be satisfied

NOW THEREFORE the Court, pursuant to Section 239 of Te Ture Whenua Māori Act 1993 DOTH HEREBY ORDER that Christine Teariki who has resigned and Waru Allen and Maurice Kemp (deceased) be replaced as a responsible trustees of the Ngatarawa Lands Trust with Sandra Donna Matenga as a responsible trustee

AND the said land is HEREBY VESTED IN AND RECONFIRMED in:

| <u>Name</u> | <u>Address</u> |
|--------------------------|--|
| Boy Kemp | 107 Meander Drive, Welcome Bay, Tauranga |
| Olivia Lamae Thompson | 113 Dundee Drive, Flaxmere, Hastings |
| Kathleen Ngaire Kireka | 1232 Cunningham Crescent, Hastings |
| Timoti Wepiha Karaitiana | P O Box 378, Hastings |
| Sandra Donna Matenga | 59 Cottrell Crescent, Napier |

as responsible trustees, jointly, no survivorship

AND THE COURT DOTD FURTHER ORDER that this order to be completed without delay pursuant to Rule 7.5(2)(b) of the Māori Land Court Rules 2011

AS WITNESS the hand of the Registrar and the Seal of the Court.

