

**ORDER VARYING THE TERMS OF TRUST**  
Te Ture Whenua Māori Act 1993 - Section 244

In the Māori Land Court  
of New Zealand  
Aotea District

**IN THE MATTER** of the lands  
known as Aorangī (Awarua) and  
Awarua 1DB2

**AT A SITTING** of the Court held at Whanganui on the 2<sup>nd</sup> day of December 2003  
before Layne Ross Harvey, Esquire, Judge

**WHEREAS** by an order of the Court dated the 12<sup>th</sup> day of October 1992 at 27 Aotea  
Minute Book 3-4 the lands known as Aorangī (Awarua) and Awarua 1DB2 were  
vested in seven (7) trustees pursuant to Section 438(3)(a) of the Māori Affairs Act  
1953

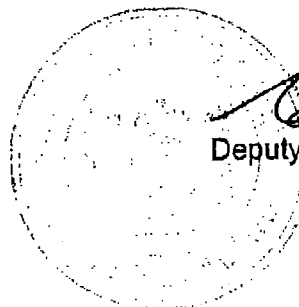
**AND WHEREAS** by a separate order of the Court dated the 12<sup>th</sup> day of October 1992  
at 27 Aotea Minute Book 3-4 the terms of trust were varied pursuant to Section  
438(3)(b) of the Māori Affairs Act 1953

**AND WHEREAS** by an order of the Court dated the 5<sup>th</sup> day of November 1998 at 86  
Aotea Minute Book 228-229 the terms of trust were varied pursuant to Section 244 of  
Te Ture Whenua Māori Act 1993

**AND WHEREAS** application has been made to the Court to further vary the terms of  
the trusts

**NOW THEREFORE** the Court, pursuant to Section 244 of Te Ture Whenua Māori  
Act 1993 **DOETH HEREBY FURTHER VARY** the terms of the trust made on the 5<sup>th</sup>  
day of November 1998 at 86 Aotea Minute Book 228-229 by making a new trust  
order in substitution for the existing trust order such trusts being set out in the  
Schedule hereto

**AS WITNESS** the hand of the Deputy Registrar and the Seal of the Court

  
*[Handwritten Signature]*  
Deputy Registrar

**SCHEDULE**

1 This Trust shall be known as the Aorangi Awarua Trust and shall apply to the Maori Freehold lands known as Aorangi (Awarua) and Awarua 1D2B Blocks.

2 **Objects**

Except as hereinafter may be limited the objects of the Trust shall be to provide for the use management and alienation of the land to the best advantage of the beneficial owners or the better habitation or use by beneficial owners, to ensure the retention of the land for the present Maori beneficial owners and their successors, to make provision for any special needs of the owners as a family group or groups, and to represent the beneficial owners on all matters relating to the land and to the use and enjoyment of the facilities associated therewith.

3 **Powers**

The Trustees are empowered:

a **General**

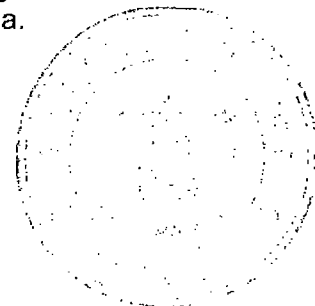
In furtherance of the objects of the Trust and except as hereinafter may be limited to do all or any of the things which they would be entitled to do if they were the absolute owners of the land **PROVIDED HOWEVER** that the Trustees shall not alienate the whole or any part of the fee simple by gift 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 to the Public Works Act or similar statutory authority.

b **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:

i **To buy**

To acquire any land or interest in land whether by way of lease, licence, purchase, exchange or otherwise **PROVIDED HOWEVER** that no purchase or exchange shall be effected except through the agency of the Maori Trustee or by such other means as shall ensure that the land so acquired can be vested in the appropriate beneficiaries as Maori freehold land and be made subject to the trusts hereof. AND to acquire any interest in any other business, enterprise by way of lease, licence, purchase or exchange such interest to be secured in the name of the Trust Aorangi Awarua.



ii To subdivide

To subdivide the land in any manner permitted by law into such subdivisions or parts as many 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.

iii To improve

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

iv To employ

To engage employ and dismiss managers, secretaries, servants, agents, workmen, solicitors, accountants, consultants, surveyors, engineers, valuers and other professional advisers required to carry out the powers of the Trustees and to fix their remuneration.

v To borrow

Subject to the prior consent of a General Meeting of Owners. To borrow money for the purpose of the furtherance of any of the trusts or powers herein contained whether or not with security over all or any real or personal property of the Trust.

vi 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 or in giving effect to any proposal as referred to in the immediately preceding subclause and so to retain in an accumulated profit account any portion of the profits which the Trustees think it prudent not to distribute to the beneficial owners.

vii To lend

To lend all or any of the money coming into their hands upon any securities in which Trust funds may be invested by Trustees in accordance with the Trustee Act 1956 or in accordance with any other statutory authority upon first or second mortgage or contributory mortgage approved by a resolution of the beneficial owners at a properly constituted meeting.

viii To pay own costs

From the revenues derived from the operation of the Trust to pay 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 or in the furtherance of any of the objects of the Trust, including also the reasonable fees costs and travelling expenses of the Trustees in attending the meetings of the Trust or in respect of any Trust business and it is hereby agreed that the meeting fees shall be fixed a maximum of \$300.00 gross per Trustee per meeting plus travelling expenses as found from time to time for public service rates.

ix To promote title improvement projects

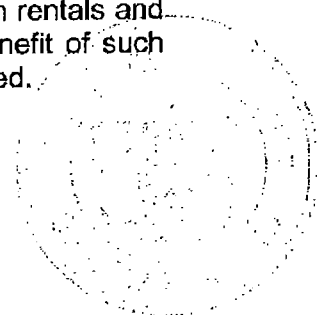
At their discretion and subject to the prior consent of a general meeting of the owners to bring and prosecute in the Maori Land Court on behalf of the beneficial owners any applications for amalgamation of titles, aggregation of owners, the inclusion of any further lands in this Trust order, the exclusion of any lands from this Trust order, the variation of the 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 the Land Transfer Office.

x To distribute

Subject to the prior consent of a General Meeting of Owners and subject further to the Trustees being satisfied that proper provision has been made for reserves as referred to in Clause 3(b)(vi) hereof to distribute to the beneficial owners in accordance with their shares the whole or such part of the net proceeds as the Trustees shall from time to time determine PROVIDED THAT no distribution of capital funds shall be effected without the prior approval of the Court.

xi To permit occupation and enjoyment by the owners

At their discretion to reserve in any lease or licence or otherwise provide for any one or more of the beneficial owners to personally occupy use or otherwise enjoy such defined part or parts of the land as the Trustees shall determine having regard to the comparative share holdings and if any such right is reserved license or otherwise provided for but to one or some only of the beneficial owners there the Trustees will determine the extent to which participation in rentals and profits are to abate for the purposes or receiving the benefit of such reservations licences or provisions or otherwise be adjusted.



xii To make other special provisions for beneficiaries

At the 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 resolution of a meeting of beneficial owners called by the Trustees.

xiii To lease/licence

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 to any person, corporate body and/or Her Majesty the Queen and to accept surrenders of and vary the leases thereof PROVIDED THAT any lease beyond year to year shall require the prior consent of a General Meeting of Owners.

xiv 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 judgement decision or ruling or to effect any settlement or compromise with regard thereto.

xv To farm

To farm and develop the land themselves with power to appoint farm managers and other persons for that purpose, subject to a majority consent of Trustees.

xvi 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 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 on any negotiation or questions of compensation for lands taken under the Public Works Act or other statutory authority with the government or any local authority.



xvii      To grant a covenant

Subject to the prior consent of a General Meeting of owners to grant a covenant (kawenata) to DoC or any other Crown agency for a term not exceeding 25 years and to review and renegotiate any additional renewal periods of up to 25 years. Provided that any renewal periods shall also be subject the prior consents of General Meetings of owners.

4            Personal Interest of Trustees

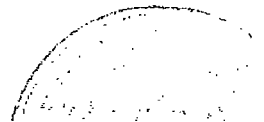
Notwithstanding any general rule of law to the contrary no person shall be disqualified from being appointed or from holding office as a Trustee or as a representative of the Trust by reason of his employment as a servant or officer of the Trust or by his being interested or concerned in any contract made by the Trustees PROVIDED THAT he shall not vote or take part in the discussion on any matter that directly or indirectly affects his remuneration or the terms of his employment as a servant or officer of the Trust or that directly or indirectly affects any contract in which he may be interested or concerned PROVIDED FURTHER THAT if a Trustee is paid any fee, costs, remunerations or other emoluments whatsoever until same has been approved by the Court.

5            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 Maori Land Court 1993 and of the Trustee Act 1956 he may apply to the Court for directions in the matter PROVIDED HOWEVER that nothing herein shall make it necessary for him to apply to the Court for any such

6            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 may:



i Give to the Trustees notice of his intention to have the matter complained of referred to the beneficial owners and then PROVIDED THAT within 14 days thereafter he is able to file a requisition supporting that notice executed by not fewer than 15 beneficial owners then the Trustees shall fix a time and place and convene a general meeting accordingly in manner hereinafter provided; PROVIDED FURTHER that if the Trustees fail to convene a general meeting within a reasonable time or he is dissatisfied with the resolution of this matter by the general meeting he may:

ii give to the Trustees notice of intention to have the matter complained of referred to the Maori Land Court PROVIDED THAT he shall within 14 days thereafter file an application pursuant to Section 238 of the Maori Land Act 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 the Maori Land Act 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 aforesaid and for as long as the matter remains unresolved, but then PROVIDED the further particulars are filed within 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.

7 Obligations

a General Meetings

i The trustees shall call a general meeting of the beneficial owners from time to time and at least once every 3 years and a general meeting shall be called by the Trustees upon service of a notice of a requisition in writing signed by not less than 15 beneficial owners stating the purpose for which the meeting is required.

ii At general meetings of the beneficial owners and where a vote has become necessary or desirable the matter shall be determined by a show of hands.

iii No general meeting shall be deemed to be constituted unless at least 15 beneficial owners are present in person throughout the meeting.

iv Notice of general meetings shall be by direct panui to beneficial owners for whom addresses are known PROVIDED that the Trustees at their discretion may also use advertising media.



b 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 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 duties as a Trustee.

c Reports and Accounts

i If in any one year the income of the Trust is in excess of \$10,000 and the capital funds exceed \$30,000.00 the Trustees shall cause to be prepared Annual Reports and audited proper accounts of the assets and liabilities and of the income and expenditure for each year ending on the 31<sup>st</sup> day of March or such annual balance date as the Trustees may from time to time fix upon and shall file a copy of such report and accounts with the Registrar of the Court within 6 months of the said balance date PROVIDED HOWEVER if the accounts are prepared by a Chartered Accountant the audit requirement herein before mentioned need not be adhered to

ii 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.

iii Each general meeting shall provide for election/re-election/replacement of Trustees if required.

d Review of the Trust

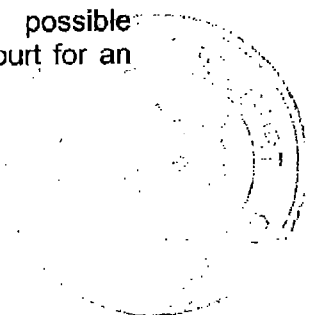
i The Trustee shall by every tenth year after the constitution or subsequent review of this Trust apply to the Court for a review of the Trust.

ii 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.

e Replacement of Trustee

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

i where the number of Trustees is less than 9 ensure that the next general meeting of beneficial owners considers a possible replacement, AND if necessary make application to the Court for an order replacing such Trustee;





f Water Rights and Lake Beds

To investigate and report back to General Meeting of the owners on the issues involving water rights and ownership of the natural springs, bogs and tarns.

8 Removal of Trustees

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

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

i a Trustees has not complied with the provisions of Clause 7(b) and 7(c) (i) herein before;

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

iii a Trustee has absented him/herself from three consecutive, properly convened meetings of the Trust without reasonable excuse;

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

v a Trustee has become a bankrupt

vi a Trustee is convicted of any offence whereby he is sentenced to prison and is still serving such sentence.

9 Maori Community Purposes

The Trustees may from time to time, if and when approved by a general meeting of the owners, apply money towards all or any of the following purposes subject to Clause 2, Objects of the Trust

a The promotion of health:

i By installing or making grants or loans towards the cost of installing water supplies, sanitation works and drainage in Maori settlements; or

ii By promoting, carrying out, or subsidising housing schemes; or by making grants or loans for any such schemes; or

iii By providing, subsidising, or making grants for medical, nursing or dental services:

b The promotion of social, cultural and economic welfare:-

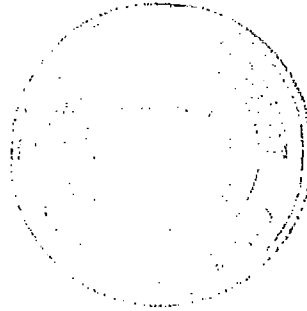
i By making grants or loans for the relief of poverty or distress; or



- ii By developing, subsidising, or making grants or loans for farming or other industries; or
- iii By making grants or loans towards the cost of the construction, establishment, management, maintenance, repair or improvement of Maori meeting houses, halls, churches and church halls, kohanga reo, villages, marae or cemeteries; or
- iv By establishing, maintaining and equipping hostels for the purpose of providing either permanent or temporary accommodation; or
- v By making grants or loans towards the establishment of recreational centres for the common use of any Maori Community and for such other uses as the trustees think fit; or
- vi By promoting, carrying out or subsidising roading schemes, power schemes or such other schemes as the trustee think fit or by making grants or loans for any such schemes; or
- vii By purchasing, acquiring, holding, selling, disposing of or otherwise turning to account shares in any body corporate that has as one of its principal objects the economic or social advancement of Maori, or the development of land; or
- c The promotion of education and vocational training:-
  - i By assisting in the establishment, equipping, managing, and conducting of schools and other educational or training institutions including kohanga reo by making grants of money, equipment or material to schools and other educational or training institutions including kohanga reo or by making grants to the Maori Education Foundation established or bodies formed for the promotion of the education of Maori or for assisting Maori to obtain training or practical experience necessary or desirable for any trade or occupation; or
  - ii By providing scholarships, exhibitions, bursaries or other methods of enabling individuals to secure the benefits of education or training, or by making grants to Education Boards or other educational bodies for scholarships, exhibitions or bursaries; or
  - iii By providing books, clothing or other equipment for the holders of scholarships or other individuals or by making grants generally for the purpose of assisting the parents or guardians or children to provide for their education or training for any employment or occupation; or
  - iv By providing, maintaining or contributing towards the cost of residential accommodation for children in relation to their education or training;
- d Such other or additional purposes as the trustees with the approval of the Court from time to time determine.

10

Nothing in this section shall prevent the Trustees from applying money for the general benefit of a group or class of persons, notwithstanding that the group or class or loan shall be made to any individual for that individual's exclusive benefit unless that individual is a beneficiary or a descendant of a beneficiary.



**NEW TRUST ORDER**

The Te Ture Whenua Maori Act 1993, Section 244

In the Maori Land Court  
of New Zealand  
Takitimu District

**IN THE MATTER**

of the Maori freehold land  
known as Awarua O  
Hinemanu

AT a sitting of the Court held at on the 11<sup>th</sup> day of July 2006 before Caren Leslie Fox,  
Judge.

WHEREAS the Court did vest the Maori freehold land known as Awarua O Hinemanu  
Block in trustees pursuant to Section 239 of Te Ture Whenua Maori Act 1993 AND did  
declare the trust order upon which the said trustees shall hold the said land:

AND WHEREAS an application has been filed to vary the said Trust Order

NOW THEREFORE upon hearing and being satisfied on all things upon which it is  
required to be so satisfied

THE COURT DOETH HEREBY VARY the terms of the said trust by making a new Trust  
Order under Section 244 of the Te Ture Whenua Maori Act 1993 in substitution for the  
existing Trust Order to the effect that the trustees shall now and henceforth until further or  
other Order of the Court hold the said land upon the trusts subscribed hereto:

AS witness the hand of the Deputy Registrar and the Seal of the Court.



  
  
Deputy Registrar

**SCHEDULE**

1 Title

This Trust shall be known as the Awarua o Hinemanu Ahuwhenua Trust and shall  
apply to the Māori Freehold land known as Awarua o Hinemanu.

2 Objects

Except as hereinafter may be limited the objects of the Trust shall be to provide for  
the use management and alienation of the land to best advantage of the beneficial

owners or the better habitation or use by beneficial owners, to ensure the retention of the land for the present Māori beneficial owners and their successors, to make provision for any special needs of the owners as a family group or groups, and to represent the beneficial owners on all matters relating to the land and to the use and enjoyment of the facilities associated therewith.

### 3 Powers

The Trustees are empowered:

#### a 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 fee simple 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 to the Public Works Act or similar statutory authority.

#### b 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:

##### i To buy

To acquire any land or interest in land whether by way of lease purchase exchange or otherwise PROVIDED HOWEVER that no purchase or exchange shall be effected except through the agency of the Māori Trustee or by such other means as shall ensure that the land so acquired can be vested in the appropriate beneficiaries as Māori freehold land and be made subject to the trusts hereof.

##### ii 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.

##### iii To improve

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

##### iv To employ

To engage employ and dismiss managers secretaries servants agents workmen solicitors accountants consultants surveyors engineers valuers and other professional advisers required to carry out the powers of the Trustees and to fix their remuneration.



v To borrow

To borrow money for the purpose of the furtherance of any of the trusts or powers herein contained whether or not with security over all or any real or personal property of the Trust.

vi 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 or in giving effect to any proposal as referred to in the immediately preceding subclause and so to retain in an accumulated profit account any portion of the profits which the Trustees think it prudent not to distribute to the beneficial owners.

vii To lend

To lend all or any of the money coming into their hands upon any securities in which Trust funds may be invested by Trustees in accordance with the Trustee Act 1956 or in accordance with any other statutory authority upon first or second mortgage or contributory mortgage approved by a resolution of the beneficial owners at a properly constituted meeting.

viii To pay own costs

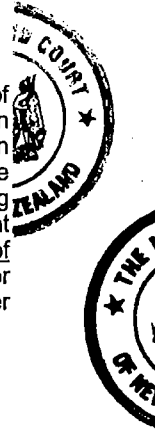
From the revenues derived from the operation of the Trust to pay all costs expenses and disbursements incurred by them including the costs of any person employed by them in the administration of the Trust and of any Advisory Trustees or in the furtherance of any of the objects of the Trust and, if approved by the Court, including also the reasonable fees cost and travelling expenses of the Trustees in attending the meetings of the Trust or in respect of any Trust business and it is hereby agreed that the meeting fees shall be fixed (so long as annual Trust meetings are held) at \$100 gross per Trustee per meeting plus travelling expenses as found from time to time for public service rates.

ix To promote title improvement projects

At their discretion to bring and prosecute in the Māori Land Court on behalf of the beneficial owners any applications for amalgamation of titles, aggregation of 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 as a matter of priority arrange all necessary surveys and effect registration of the Partition or other orders constituting title to the lands under the Trust in the Land Transfer Office.

x To distribute

Subject to their being satisfied that proper provision has been made for reserves as referred to in clause 3 (b) (vi) hereof to distribute to the beneficial owners in accordance with their shares the whole or such part of the net proceeds as the Trustees shall at their sole discretion from time to time determine with power to pay moneys to the Māori Trustee for the purpose of effecting a distribution to the beneficial owners.



xi To permit occupation and enjoyment by the owners

At their discretion to reserve in any lease or licence or otherwise provide for any one or more of the beneficial owners to personally occupy use or otherwise enjoy such defined part or parts of the land as the Trustees shall determine having regard to the comparative shareholdings and if any such right is reserved licensed or otherwise provided for but to one or some only of the beneficial owners then the Trustees will determine the extent to which participation in rentals and profits are to abate for the purposes of receiving the benefit of such reservations licences or provisions or otherwise be adjusted.

xii 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 resolution of a meeting of beneficial owners called by the Trustees.

xiii 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.

xiv Ngā whenua rahui

To negotiate or enter into an agreement for a Ngā Whenua Rahui Covenant subject to final perusal by legal counsel so that notification of exemption from land tax can be forwarded to local and district authorities.

xv 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 judgement decision or ruling or to effect any settlement or compromise with regard thereto.

xvi To farm

To farm and develop the land themselves with power to appoint farm managers and other persons for that purpose, subject to a majority consent of Trustees.

xvii 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 on any negotiations or questions of compensation for lands taken under the Public Works Act or other statutory authority with the Government or any local authority.

4 Personal Interest of Trustees

Notwithstanding any general rule of law to the contrary no person shall be disqualified from being appointed or from holding office as a Trustee or as a representative of the Trust by reason of his employment as a servant or officer of the Trust or by his being interested or concerned in any contract made by the Trustees PROVIDED THAT he shall not vote or take part in the discussion on any matter that directly or indirectly affects his remuneration or the terms of his employment as a servant or officer of the Trust or that directly or indirectly affects any contract in which he may be interested or concerned PROVIDED FURTHER THAT if a Trustee is employed by the Trust in any capacity whatsoever he shall not be paid any fees, costs, remunerations or other emolument whatsoever until same has been approved by the Court.

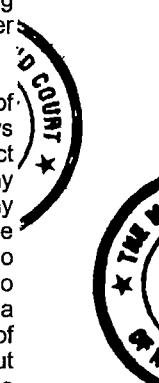
5 Protection of Trustees

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 Māori Land Act 1993 and of the Trustee Act 1956 he may apply to the Court for directions in the matter PROVIDED HOWEVER that nothing herein shall make it necessary for him to apply to the Court for any such directions.

6 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 they may:

- i give to the Trustees notice of their intention to have the matter complained of referred to the beneficial owners and then PROVIDED THAT within 14 days thereafter he is able to file a requisition supporting that notice executed by not fewer than beneficial owners then the Trustees shall fix a time and place and convene a general meeting accordingly in manner hereinafter provided; PROVIDED FURTHER that if the Trustees fail to convene a general meeting within a reasonable time or he is dissatisfied with the resolution of this matter by the general meeting he may:
- ii give to the Trustees notice of intention to have the matter complained of referred to the Māori Land Court PROVIDED THAT he shall within 14 days thereafter file an application pursuant to section 238 of the Maori Land Act 1993 and section 6B 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 the Māori Land Act 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 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.

7 Obligations

a General meetings

- i The Trustees shall call a general meeting of the beneficial owners from time to time and at least once every 2 years and a general meeting shall be called by the Trustees upon service of a notice of a requisition in writing signed by not less than 12 beneficial owners stating the purpose for which the meeting is required.
- ii At general meetings of the beneficial owners and where a vote has become necessary or desirable the matter shall be determined by a show of hands.
- iii No general meeting shall be deemed to be constituted unless at least 12 beneficial owners are present in person throughout the meeting.

b 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 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 duties as a Trustee.

c Reports and Accounts

- i If in any one year the income of the trust is in excess of \$30,000 the Trustees shall cause to be prepared Annual Reports and audited proper accounts of the assets and liabilities and of the income and expenditure for each year ending on the 31st day of March or such annual Balance date as the Trustees may from time to time fix upon and shall file a copy of such report and accounts with the Registrar of the Court within 6 months of the said Balance date PROVIDED HOWEVER if the accounts are prepared by a Chartered Accountant the audit requirement herein before mentioned need not be adhered to
  - ii 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.
- d Review of the Trust
- i The Trustee shall in the third year after the constitution of this Trust apply to the Court for a review of the Trust.
  - ii 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.

e Replacement of Trustee

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



- i where the number of Trustees is less than 6 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;

8 Removal of Trustees

- a The Court, for sufficient cause, may at any time remove a Trustee from office.
- b In addition to the grounds upon which a Trustee might be removed by the Court, it shall be sufficient cause for removal that:
  - i a Trustee has not complied with the provisions of clause 7 (b) and 7 (c)(i) hereinbefore;
  - ii a Trustee has failed to carry out the duties of his office satisfactorily;
  - iii a Trustee has absented himself from three consecutive, properly convened meetings of the Trust without reasonable excuse;
  - iv because of physical or mental infirmity or prolonged absence a Trustee is or will be incapable of carrying out his duties satisfactorily;
  - v a Trustee has become a bankrupt;
  - vi a Trustee is convicted of any offence whereby he is sentenced to prison and is still serving such sentence.

