



Te Tii (Waitangi) B3 Trust
TRUST ORDER 2015



WAITANGI
OUR WHAKAPAPA

ORDER REPLACING A TRUST ORDER

Te Ture Whenua Māori Act 1993, Sections 86 and 244

In the Māori Land Court
of New Zealand
Taitokerau District

IN THE MATTER of the land interests listed
in the schedule attached
hereto

AT a sitting of the Court held at Whangarei in Chambers on the 6th day of April 2016
before David John Ambler, Judge

WHEREAS an application filed by a Deputy Registrar sought to amend a court order
granted by way of a Reserved Judgment on 1 October 2015 at 113 Taitokerau MB 31-89
as the order contained several errors and omissions

AND WHEREAS during the course of proceedings the Court concluded that this order
shall replace the order which issued from the office of the Court

NOW THEREFORE 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 so satisfied
HEREBY ORDERS pursuant to sections 86 and 244 of Te Ture Whenua Māori Act 1993
that this Order shall replace the said Trust Order made on the 1st day of October 2015 at
113 Taitokerau MB 31-89 and that the further terms of this Order shall be those set out in
the First Schedule hereto

AND THE COURT DOTH HEREBY FURTHER DECLARE pursuant to rule 7.5(2)(b) of
the Māori Land Court Rules 2011 that this order do issue IMMEDIATELY from the office
of the Court

AS WITNESS the hand of the Judge and the Seal of the Court



FIRST SCHEDULETERMS OF TRUSTA. TITLE

The Trust shall be known as the TE TII (WAITANGI) B3 TRUST and shall apply to the Trust Assets set out in the Third and Fourth Schedules and to any other Trust Assets vested in or acquired by the Trustees as from the date of this Order.

B. DEFINITIONS

- (1) "1891 Order" means the Order of the Māori Appellate Court made on 27 July 1891 at 11 Northern MB 45-48 determining the owners of the then Te Tii Block as being the 251 persons recorded under the heading "Schedule of Owners", on the minute of such determination a copy of which minute is annexed to this Order as the Second Schedule.
- (2) "Act" means Te Ture Whenua Māori Act 1993 and its amendments.
- (3) "Beneficiaries" means nga uri o Nga Tupuna being the lineal descendants of Nga Tupuna.
- (4) "Court" means the Māori Land Court.
- (5) "Custodian Trustee" means such company as is incorporated by the Trustees pursuant to clause 3.2.5 for the purposes of clause 5.8 and in which company the Trust Assets are vested by Order of the Court or otherwise.
- (6) "General Meeting" means either an Annual General Meeting or a Special General Meeting of the Beneficiaries.
- (7) "Interests Register" means a register to be maintained by the Trustees to record the interests of or disclosures by Trustees as required by clauses 3.2.12(d), 5.7.3 and 5.7.4(b)(i).
- (8) "Investment Assets" means the land, interests in land and other assets specified in the Fourth Schedule and any other land, interests in land and other assets acquired by the Trustees from time to time in respect of which s. 243(1)(a) of the Act applies.
- (9) "Nga Tupuna" means the 251 persons determined as owners of Te Tii (Waitangi) block by way of the 1891 Order.
- (10) "Trust Assets" means the Tupuna Whenua and the Investment Assets.
- (11) "Trustees" means the Trustees of the Trust appointed by the Court from time to time under the Act as the persons responsible for carrying out the functions of the Trustees under the Act and this Order pursuant to s 223 of the Act.

- (12) "Tupuna Whānau" means the group of Beneficiaries comprising the Whānau of each of Nga Tupuna as defined in (9) above.
- (13) "Tupuna Whānau Representative" means the person appointed from time to time by a Tupuna Whānau as provided for in clause 8.
- (14) "Tupuna Whenua" means the whenua tuku iho being land and interests in land specified in the Third Schedule and any other land or interests in land to which s 243(1)(b) of the Act applies.
- (15) "TWR Register" means the register of Tupuna Whānau Representatives to be maintained by the Trustees as provided for in clause 8.

C. OBJECTS

1. The objects of the Trust shall be:

- 1.1. To promote and facilitate the use and management of the Trust Assets to the best advantage of the Beneficiaries.
- 1.2. To permit and facilitate the occupation of Trust Assets by the Beneficiaries.
- 1.3. To secure the retention of the Tupuna Whenua for the Beneficiaries.
- 1.4. To expand either the Tupuna Whenua or the Investment Assets by the acquisition of, or investment in, additional land, interests in land or other assets, (including, without limitation, commercial undertakings, ventures and housing projects); in each case, whether to be used in conjunction with the Tupuna Whenua or independently of the Tupuna Whenua.
- 1.5. To represent the Beneficiaries on all matters relating to the Trust Assets and to the use and enjoyment of the facilities associated therewith.
- 1.6. To provide for the benefit or enhancement of any specified Beneficiary, any class or classes of Beneficiaries or the interests of any hapū associated with the Tupuna Whenua, by applying money and/or other resources towards the promotion of any of the following purposes set out in s 218 of the Act:
- (a) health;
 - (b) social, cultural and economic welfare;
 - (c) education and vocational training; and
 - (d) such other or additional purposes as the Trustees may from time to time determine.

2. None of the objects of the Trust shall be a predominant object and each object shall be independent of the other objects.

D. POWERS

3. In order to further the objects of the Trust the Trustees are empowered:

3.1. General

To do all or any of the things which they would be entitled to do if they were the absolute owners of the Trust Assets PROVIDED THAT that the Trustees shall not alienate by gift, sale or other transfer or mortgage or charge the whole or any part of the fee simple of the Tupuna Whenua.

3.2. Specific

To exercise the following specific powers which shall not be interpreted to limit the foregoing general powers:

3.2.1. To permit occupation and enjoyment by the Beneficiaries

In any arrangement made for the use of the Trust Assets to reserve or otherwise provide for any one or more of the Beneficiaries to personally occupy use or otherwise enjoy such defined part or parts of land comprising Trust Assets as the Trustees shall determine and upon such terms and conditions as the Trustees consider appropriate.

3.2.2. To consent to the erection of dwellings

To consent to the erection of dwellings on parts of land comprising Trust Assets by Beneficiaries.

3.2.3. To lease or licence etc

To lease or grant licenses or forestry rights in respect of the whole or any part or parts of the land comprising Trust Assets for such terms and upon such covenants and conditions as the Trustees consider appropriate and to renew, vary, transfer, assign and accept the surrender of any such lease, license or forestry right PROVIDED THAT no lease, license or forestry right shall provide for payment of compensation for improvements to a lessee, licensee or grantee or grant to the lessee, licensee or grantee a right to purchase the land.

3.2.4. To exercise powers under existing leases and duties of former Trustees

To exercise the rights, duties, powers and obligations residing in the Trustees under any lease, licence; or any other contract, agreement or arrangement existing at the date of the appointment of Trustees from time to time including the power to vary or surrender, cancel or otherwise terminate any such lease, licence or other contract, agreement or arrangement.

3.2.5. To form a company to act as Custodian Trustee

To form a company under the Companies Act 1993 for the sole purpose of being appointed and acting as Custodian Trustee of the Trust Assets in accordance with s 225 of the Act for the purposes of clause 5.8 of this Order PROVIDED THAT all of the Trustees of the Trust appointed by the Court from time to time shall at all times be

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directors of that company and provided further that all of the shares in that company shall remain vested in the Trustees appointed by the Court from time to time.

3.2.6. To carry on business

To carry on businesses, undertakings or enterprises whether upon land comprising Trust Assets or otherwise for the economic advantage of the Trust.

3.2.7. To develop

To develop land comprising Trust Assets.

3.2.8. To acquire

To acquire any land or interest in land whether by way of purchase, lease or otherwise and to acquire, hire, or otherwise deal in any livestock, vehicle, plant, chattels and equipment.

3.2.9. To sell and assign

To sell or assign any products of or produce deriving from Trust Assets and to sell any land, interest in land, livestock, vehicle, plant, chattels and equipment comprising Investment Assets, on such terms as the Trustees consider appropriate PROVIDED THAT the Trustees shall not alienate by gift, sale or other transfer or mortgage or change the whole or any part of the fee simple of the Tupuna Whenua.

3.2.10. To subdivide

To subdivide land comprising Trust Assets into such subdivisions or parts as the Trustees consider appropriate.

3.2.11. To improve

To develop and improve land (or any improvements thereon) comprising Trust Assets including by the erection of buildings and other structures.

3.2.12. To employ

To engage or employ the services of such persons or entities as the Trustees consider appropriate and necessary for any purpose associated with the Trust, to fix the remuneration of such persons or entities and to dismiss any such person or entity. The Trustees shall give preference to employing Beneficiaries PROVIDED THAT the Trustees retain the absolute discretion to decide who to employ. The trustees may employ or engage any one of their number for such purposes PROVIDED THAT:

- (a) the procedure in clause 5.7.4 for dealing with conflicts of interest has been followed; and

- (b) the Trustees are satisfied that the Trustee proposed to be employed or engaged has the appropriate skills and acumen to perform the duties of the position to be taken by that Trustee or to provide the services of such engagement; and
- (c) the amount of the remuneration paid to the Trustee and the name of the Trustee shall be separately identified in the annual accounts for the Trust; and
- (d) the employment or engagement of that Trustee is entered in the Interests Register.

3.2.13. To borrow

To borrow money for the purpose of the furtherance of any of the objects or powers contained in this Order and upon such terms as the Trustees think fit whether or not with any security over any Investment Asset or any assignment or charge over any present or future revenue of any nature whatsoever PROVIDED THAT the Trustees shall not mortgage or charge the whole or any part of the fee simple of the Tupuna Whenua.

3.2.14. To provide guarantees

To give guarantees where the Trustees consider that to be prudent and in the interests of the Trust.

3.2.15. To set aside cash reserves

To accumulate profit and to set aside such reserves as the Trustees in their discretion consider appropriate for contingencies or for capital expenditure and to retain in an accumulated profit account any portion of the profits which the Trustees think it prudent not to expend in accordance with the provisions of this Order.

3.2.16. To lend

To lend or invest any of the money coming into the hands of the Trustees upon any securities in which trust funds may be invested by the Trustees in accordance with the Trustee Act 1956.

3.2.17. To acquire shares in companies

To form companies and to subscribe for and acquire shares in companies under the Companies Act 1993 and to adopt and change the constitutions of companies to further the interests of the Trust.

3.2.18. To make payments

From the revenue derived from the operation of the Trust to pay:

- (a) all loan repayments and other debts, rates, insurance premiums and other costs and accounts payable by the Trust normally payable out of revenue;

- (b) all costs, expenses and disbursements levies and taxes incurred by the Trustees in respect of the Trust together with the reasonable travel expenses of each Trustee;
- (c) an honorarium of \$10,000.00 (gross) per annum to the Chairperson of the Trust;
- (d) to each Trustee (including the Chairperson, but only where the Chairperson declines to accept payment of the honorarium referred to in clause 3.2.18(c)), an honorarium by way of Trustees fees of \$200.00 gross per meeting or, where authorised by the Trustees, in otherwise attending to the business of the Trust;
- (e) grants, loans or other payments for Māori community purposes in accordance with the provisions of s 218 of the Act;
- (f) such other sums as may be permitted by this Order.

3.2.19. To establish a Charitable Trust

To establish a Charitable Trust pursuant to the Charitable Trusts Act 1957 PROVIDED THAT:

- (a) the constitution of such Trust and any alterations or additions thereto are approved by resolution of the Tupuna Whānau Representatives at a properly constituted General Meeting of the Beneficiaries; and
- (b) any appropriations to the Charitable Trust out of the income of the Trust from time to time are approved by:
 - (i) the Tupuna Whānau Representatives at a properly constituted General Meeting of the Beneficiaries; and
 - (ii) the Court pursuant to s 245 of the Act.

3.2.20. To receive grants

To solicit, receive and disburse grants from other organisations including governmental agencies upon such terms and conditions as the Trustees consider appropriate.

3.2.21. To represent the Beneficiaries

At the Trustees' discretion:

- (a) to bring, prosecute or defend in the Court, any proceedings on behalf of the Beneficiaries or in respect of the Trust PROVIDED THAT that any application to vary the Trusts reposed in the Trustees by this Order are first approved by resolution of the Beneficiaries at a properly constituted General Meeting of the Beneficiaries called for the purpose;

(b) to bring, prosecute or defend from time to time in an appropriate Court, Council or Tribunal:

- (i) any objection to zoning, or proposed zoning, or any application for rezoning, of land comprising Trust Assets;
- (ii) any Regional or District Plan promulgation or change;
- (iii) any application for resource consent or permit;
- (iv) or such other matter as the Trustees consider appropriate, and

(c) to represent the Beneficiaries:

- (i) on any negotiations, or questions of compensation, for Trust Assets taken under the Public Works Act 1981 or any other statutory authority; or
- (ii) in any historical or contemporary claim under the Treaty of Waitangi Act 1975, the Marine and Coastal Area (Takutai Moana) Act 2011 or any other legislation in respect of which the Trust may have an interest in relation to the Trust Assets;
- (iii) on any other matter with the Government or any local authority.

3.2.22. To promote title improvement

Except as is limited by this Order, to grant or acquire any right or interest in land or to subdivide land comprising Trust Assets or to bring any application to the Court that might facilitate the operation of the Trust and the improvement of title to land comprising Trust Assets including any applications under Part 14 of the Act PROVIDED THAT where required the Trustees shall cause any instruments, titles, plans or documents to be forwarded to the Registrar of the Court to maintain the record of title and ownership of the land.

E. OBLIGATIONS

4. Notwithstanding anything to the contrary hereinbefore or hereinafter contained or implied:

4.1. To exercise diligence and prudence

The Trustees shall exercise diligence and prudence in exercising their powers and shall seek professional advice where appropriate.

4.2. To clear charges

The Trustees shall use their best endeavors to clear any outstanding title charges upon land comprising Trust Assets and to settle any outstanding and legally recoverable rates, taxes and other assessments.

4.3. To protect wāhi tapu

The Trustees shall safeguard to the best of their ability any graves of Māori people and all historic or sacred places in or upon land comprising Trust Assets.

4.4. General Meetings

The Trustees shall call General Meetings of the Beneficiaries from time to time and at least once every year, with one of such meetings to be designated as the Annual General Meeting.

4.5. Records, reports and accounts

The Trustees shall:

4.5.1. keep proper records of the Trust by way of Minute Books and other documents; and

4.5.2. keep proper accounts and prepare financial statements (including consolidated accounts and statements) in respect of the Trust and its related businesses whether such businesses are conducted through the Trust or through companies or other entities owned by the Trust which:

(a) are to be audited:

(i) where the Trust's gross annual income or gross annual expenditure (excluding depreciation) is more than \$25,000.00 but less than \$100,000.00, unless the accounts and financial statements have been prepared by an accountant who is a current member of the New Zealand Institute of Chartered Accountants; or

(ii) where the Trust's gross annual income or gross annual expenditure (excluding depreciation) is \$100,000.00 or more;

(b) are to include the number of Trustee meetings held in that financial year;

(c) are to detail each individual payment made by the Trust or a Trust associated entity to trustees in that financial year, including any travel expenses, fees or any other payments;

(d) are, or a summary of which are, to be made available to the Beneficiaries by way of the notice referred to in clause 7.2(a)

and shall be produced to the Annual General Meeting immediately following the end of the financial year;

- (e) are to be filed with the Tai Tokerau Registry of the Court within one (1) month of the Annual General Meeting together with the minutes of that Annual General Meeting.

4.6. Court appointment of Trustees

The Trustees shall within one (1) month of a General Meeting at which an election of Trustees was held transmit to the Registrar of the Court the results of the election and shall apply to the Court for such Order as may be appropriate according to the tenor of the election.

4.7. Tupuna Whānau Representatives

The Trustees shall properly discharge their duties with respect to the TWR Register and Tupuna Whānau Representatives as provided for in clause 8.

F. CONDUCT OF BUSINESS BY TRUSTEES

5. The Trustees shall conduct the business of the Trust in the following manner:

5.1. Election of officers

The Trustees shall at the first meeting of the Trustees following the appointment of trustees by the Court appoint from amongst themselves a chairperson and a treasurer.

5.2. Meeting procedures

Subject to the provisions of this Order, the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their procedures as they think fit.

5.3. Quorum

The quorum for a valid meeting of the Trustees shall be a majority of the Trustees present throughout the meeting.

5.4. Attendance by absent Trustee

Notwithstanding clause 5.3 where the Trustees agree a Trustee who is not able to attend a meeting of Trustees in person he or she may do so by teleconference or other electronic or digital communication system PROVIDED THAT he or she remains in communication throughout the meeting.

5.5. Removal of Trustees

5.5.1. The Court may remove a Trustee where:

- (a) The Trustee dies;

- (b) The Trustee resigns;
- (c) The Trustee is an undischarged bankrupt;
- (d) The Trustee is or will become incapable of carrying out his or her duties satisfactorily because of physical or mental illness or incapacity or prolonged absence or where he or she is subject to a property order under the Protection of Personal Property Rights Act 1998;
- (e) The Trustee has been absent for three (3) consecutive meetings of the Trust without reasonable excuse;
- (f) The Trustee has failed to attend 75% of the monthly Trustee meetings without reasonable excuse;
- (g) The Trustee is convicted of any offence whereby he or she is sentenced to prison and is still serving such sentence.

5.5.2. Where there are grounds for removal of a Trustee, the Trustees shall ensure that at the next General Meeting of Beneficiaries a replacement Trustee is elected and the Trustees shall forthwith apply to the Court to replace the Trustee.

5.6. Notice of Trustee meetings

Except in the case of an emergency at least three (3) clear days' written notice of any meeting of Trustees shall be given to each Trustee.

5.7. Trustees' decisions

5.7.1. Majority decisions

The powers of the Trustees may be exercised at a meeting of Trustees by a majority of Trustees and all such acts and proceedings arising shall be as valid and effectual as if all Trustees had concurred PROVIDED THAT where a Trustee dissents in writing from the majority decision of the Trustees before the decision is implemented that Trustee shall be absolved from any personal liability arising out of the decision in accordance with s 227(6) of the Act.

5.7.2. Dissent by a Trustee

Any Trustee who shall dissent from the exercise of any powers reposed in the Trustees by this Order shall have his/her dissension recorded but shall nevertheless execute any documents or do any act necessary to give effect to the exercise of any such powers or authorities by the majority of the Trustees.

5.7.3. Powers of attorney

Any Trustee who, by reason of illness, infirmity or temporary absence overseas, may be unable to take an active part in decision making may, to facilitate the carrying out of the business of the

Trust, by power of attorney, appoint in writing any of the other Trustees to represent that Trustee and to execute documents on behalf of that Trustee. The appointment of an attorney by a Trustee shall be noted in the Interests Register.

5.7.4. Conflicts of interest

- (a) Notwithstanding any rule of law to the contrary and subject to clauses 5.7.4(b) and 5.7.4(c), no person shall be disqualified from being appointed or holding office as a Trustee by reason only of a conflict of interest.
- (b) Where a Trustee has a conflict of interest:
 - (i) that Trustee shall disclose the nature and extent of the conflict of interest to the other Trustees and that conflict of interest shall be noted in the Interests Register;
 - (ii) that Trustee shall not take part in any of the discussions or decisions relating to the matter concerning the conflict of interest and must not participate in any discussions on or decisions made in respect of that matter under consideration by the Trustees;
 - (iii) 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 as a Trustee.
- (c) A Trustee is deemed to have a conflict of interest in respect of a matter or a transaction ("matter") where the Trustee:
 - (i) or the Trustee's spouse or partner is employed or engaged as an employee, contractor or agent of the Trust; or
 - (ii) is a party to, or will derive a financial benefit from, the matter; or
 - (iii) has a financial interest in any other party to the matter; or
 - (iv) 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 (not being a party that is wholly owned by the Trust or by any subsidiary of the Trust); or
 - (v) 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

- (vi) is otherwise directly or indirectly interested in the matter.

5.8. Custodian Trustee

Where a company is formed to act as Custodian Trustee as permitted by clause 3.2.5 the following provisions shall apply:

5.8.1. Custodian Trustee to hold assets

The functions of the Custodian Trustee shall be to get in, hold and deal with the Trust Assets, invest Trust funds, dispose of the Trust Assets as permitted by this Order and effect payments as the Trustees in writing direct and for which purposes the Custodian Trustee shall execute all such documents and perform all such acts as the Trustees may in writing direct in accordance with the provisions of clause 5.8.4.

5.8.2. Restraint on dealings

The Custodian Trustee shall not own or hold assets of its own or of any person or entity other than the Trust Assets and shall not take on or incur any liability other than in respect of the Trust.

5.8.3. Powers etc remain with Trustees

The management of the Trust Assets and the exercise of all powers and discretions exercisable by the Trustees under the Trust shall remain vested in the Trustees as fully and effectively as if there were no Custodian Trustee.

5.8.4. Trustees directions to Custodian Trustee

A direction given to the Custodian Trustee by way of a copy of a resolution of the Trustees authenticated in writing by the Chairperson or another Trustee, shall be deemed to be given by all of the Trustees and shall be proper authority for the Custodian Trustee to act in accordance with that direction. The Custodian Trustee shall retain all such authenticated documents in its Minute Book.

5.8.5. Actions to be in name of Custodian Trustee

All actions and proceedings touching or concerning the Trust Assets shall be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees given in accordance with the provisions of clause 5.8.4.

5.8.6. Reliance on authority of Custodian Trustee

No person dealing with the Custodian Trustee shall be concerned to inquire as to the concurrence or otherwise of the Trustees in respect of that dealing, or be affected by notice of the fact that the Trustees

have not concurred or given a proper direction to the Custodian Trustee in compliance with clause 5.8.4.

G. MATTERS APPLYING TO APPOINTMENTS ETC OF TRUSTEES

6. The following provisions shall apply to the nomination, election, appointment and retirement of Trustees.

6.1. Number of Trustees

As from the 2016 Annual General Meeting there shall be seven (7) Trustees.

6.2. Restriction on appointment of Trustees

Only a Tupuna Whānau Representative who is recorded in the TWR Register as at the Nomination Closing Date may be appointed as a Trustee.

6.3. Further proviso to appointment of Trustees

Notwithstanding clause 6.2, a Tupuna Whānau Representative is not eligible to be appointed as a Trustee if he or she is a son, daughter, brother, sister or spouse of an existing Trustee (other than a retiring Trustee) or any other Tupuna Whānau Representative elected for appointment as a Trustee.

6.4. Nomination of Trustees

Only Tupuna Whānau Representatives may nominate a Tupuna Whānau Representative for appointment as a Trustee and must use the Trustee Nomination Notice set out in the Fifth Schedule (Parts 1 and 2).

6.5. Trustee nomination notice

A Trustee Nomination Notice must be lodged with the Trust at its address not less than fourteen (14) days prior to a General Meeting ("the Nomination Closing Date").

6.6. Retirement of Trustees

One-quarter of the Trustees shall retire annually. The Trustees to so retire shall be those having longest held office (the term of office shall for this purpose be calculated from the date such person was last elected for appointment to the position of Trustee).

6.7. Determination of number of Trustees to retire

Where the number of Trustees is not four or a multiple of four, one-quarter of the Trustees shall be deemed to be one-quarter of the next highest number that is a multiple of four.

6.8. Retirement by ballot

If the Trustees acting within the framework set out in this clause 6 are unable to determine who of their number should retire then the same may be determined by ballot conducted by the Trustees.

6.9. Reappointment of retiring Trustee

Retiring Trustees may offer themselves for reappointment.

6.10. Election of Trustees

For such of the Trustee positions as may require to be filled (and as often as a vacancy in their number arises) an election shall forthwith be held at the next General Meeting.

H. CONDUCT OF GENERAL MEETINGS OF BENEFICIARIES

7. The following provisions shall apply to General Meetings which shall be called by the Trustees from time to time and as required by this Order:

7.1. Requisition for General Meeting

A General Meeting shall be called by the Trustees upon service on the Trustees of a notice of a requisition in writing signed by not less than 10 Tupuna Whānau Representatives stating the purpose for which the meeting is required.

7.2. Notice of General Meeting

Notice of a General Meeting shall be given by the Trustees, to the Beneficiaries and the Tupuna Whānau Representative at least 28 days prior to the meeting in the following manner:

- (a) by written notice sent either by post or electronically to those for whom a postal or electronic address is held by the Trustees; and
- (b) by notice published in the Northern Advocate on at least one occasion; and
- (c) by such other means as the Trustees consider appropriate including social media and websites.

7.3. Trust contact details to be provided

The Trustees shall in the communications referred to in clauses 7.2(a) and (b) specify the Trust's contact details, including its postal address, to which

communications in respect of the forthcoming General Meeting may be sent to the Trustees.

7.4. Quorum

The quorum for a General Meeting shall be at least 20 Tupuna Whānau Representatives present personally at the meeting PROVIDED THAT where the matters to be discussed at a General Meeting include proposals to vary this Order then the quorum for that meeting shall be at least 20 Tupuna Whānau Representatives and 15 other Beneficiaries who are not Tupuna Whānau Representatives all of whom are to be present personally at the meeting.

7.5. Proxies

Proxies are prohibited from being used at General Meetings.

7.6. Voting

The following provisions shall apply to voting at General Meetings:

- (a) only Tupuna Whānau Representatives may move, second and vote on resolutions or elections of Trustees at General Meetings PROVIDED THAT Beneficiaries (which include Tupuna Whānau Representatives) may move, second and vote on resolutions to vary this order.
- (b) a Tupuna Whānau Representative or Beneficiary (in the case of a vote on variations to this order) shall each have one vote only. Voting shall be by show of hands. A resolution shall be carried if a majority of the votes is in favour of the resolution
- (c) notwithstanding the restrictions on moving, seconding and voting on resolutions or appointments at General Meetings, Beneficiaries are entitled to speak at General Meetings.

I. TUPUNA WHĀNAU REPRESENTATIVES

8. The following provisions of this Section I shall apply to the appointment of Tupuna Whānau Representatives and associated matters:

8.1. This order to apply to appointments

Tupuna Whānau Representatives may only be appointed in accordance with the provisions of this order.

8.2. Only one appointment for each Tupuna

A Tupuna Whānau may appoint only one Tupuna Whānau Representative to represent each Tupuna.

8.3. Manner of appointment

A Tupuna Whānau may appoint its Tupuna Whānau Representative in such manner and at such times as the Tupuna Whānau may in its sole discretion decide.

8.4. Notice of appointment

The Tupuna Whānau shall give notice of the appointment or replacement of a Tupuna Whānau Representative by written notice to the Trust using the form in the Sixth Schedule. The notice shall include a whakapapa statement showing the Tupuna Whānau Representative's relationship to the Tupuna.

8.5. Acceptance of notice by Trustee

A notice that complies with the provisions of clause 8.4 and the whakapapa statement shall be accepted by the Trustees as evidence of all things relating to the appointment of that Tupuna Whānau Representatives by the Tupuna Whānau without further enquiry by the Trustees.

8.6. Disputes as to appointment of representative

Where a dispute arises concerning the appointment or replacement of a Tupuna Whānau Representative the Trustees shall not amend the TWR Register until the dispute has been resolved by the Tupuna Whānau to the Trustees' satisfaction, or by the Court, and pending that resolution the unamended TWR Register shall be operative.

8.7. TWR Register

The Trustees shall:

- (a) maintain the TWR Register;
- (b) amend the TWR Register as and when the Trustees receive notice in accordance with clause 8.4 but subject to clause 8.6 PROVIDED THAT where notice under clause 8.4 is received within 28 days of a General Meeting the Trustees must not amend the TWR Register until after the General Meeting (and any resumed meeting where that General Meeting is adjourned) has been held;
- (c) display an extract of the current TWR Register showing the details of the Tupuna Whānau Representative:
 - (i) in a prominent place at the Trust's office; and
 - (ii) on the Trust's website; and
 - (iii) in a prominent place at all General Meetings;

8.8. Details of TWR Register

The TWR Register shall show in respect of each Tupuna Whānau Representative:

- (a) the full name, address and other contact details of the Tupuna Whānau Representative; and
- (b) the date of registration of the Tupuna Whānau Representative in the TWR Register; and
- (c) the name of the Tupuna (and the number of that tupuna as recorded on the 1891 Order) represented by the Tupuna Whānau Representative.

8.9. Functions of Tupuna Whānau Representative

The functions of a Tupuna Whānau Representative shall be to:

- (a) provide a voice for the Tupuna Whānau represented by the Tupuna Whānau Representative in respect of the Trust;
- (b) report to the Tupuna Whānau in respect of the affairs of the Trust in such manner and at such times as the Tupuna Whānau may decide;
- (c) make (and where appropriate accept) nominations for the appointment to the position of a Trustee of the Trust (where the Tupuna Whānau Representative consents to such nomination);
- (d) vote on behalf of the Tupuna Whānau in respect of the business of the Trust as provided for in this Order. For the avoidance of doubt, a Tupuna Whānau Representative may vote on business of the Trust that is referred to the Tupuna Whānau Representatives for consideration notwithstanding that a Tupuna Whānau Representative may also be a Trustee;
- (e) express their view to the Trustees on any matter relating to the Trust that the Trustees have raised for discussion with the Tupuna Whānau Representatives.

8.10. Meetings of Tupuna Whānau Representatives

The Trustees shall hold at least four (4) meetings of Tupuna Whānau Representatives in each calendar year, one of which may include the Annual General Meeting, but otherwise as and when the Trustees may deem it appropriate to meet with the Tupuna Whānau Representatives. Each Tupuna Whānau Representative must attend a minimum of one (1) quarterly meeting per annum in addition to the Annual General Meeting. The purpose of such meetings shall be for the Trustees to apprise the Tupuna Whānau Representatives of the affairs of the Trust and its business and where the Trustees consider it desirable to seek the views of the Tupuna Whānau Representatives in respect of business or other issues arising PROVIDED THAT the Trustees shall not be obliged to seek or accept such opinion.

8.11. Restriction as to resolutions

Only Tupuna Whānau Representatives may move, second and vote on matters discussed at a Tupuna Whānau Representatives meeting.

8.12. Notice of meetings

Notice of a meeting of Tupuna Whānau Representatives shall be given by the Trustees at least twenty one (21) days prior to the meeting by written notice sent either by post or electronically to each Tupuna Whānau Representative.

8.13. Records of meetings

In respect of each meeting of the Tupuna Whānau Representatives the Trustees shall maintain a record of:

- (a) The names of the Tupuna Whānau Representatives who attended the meeting; and
- (b) A summary of the matters discussed at the meeting; and
- (c) Details of any opinion expressed by the Tupuna Whānau Representatives to the Trustees.

SECOND SCHEDULE

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17/1/91. carries of the descendants of _____ and any person
so descended is entitled to demand admission.

Mr Reed on behalf of A. Rahiri handed in a list of names (282).

Best read and Objectors challenged - None.

No applicants for names to be added.

Mr Reed in reply to Mr Blomfield agreed for his Clients that no objections shall
be made to Cross occupying the land.

Henare Poi says we will not object to Cross occupying the land. We have
won the case. We never made any trouble in the time of the
Kororua's & we don't want to make it now & nothing shall
be disturbed.

Henare Poi says I am not agreeable to stay on the land. I have lost the case
and had better go from the land. I am glad to have permission
to take away my goods from the land.

Land We have taken note that Henare Poi's children by Te Kaimahi
daughters have a full right admitted by the A. Rahiri to stay
on the land and take away their improvements just as
they please.

Sists were finally passed.

Te Ti Block

Schedule of Owners

1. Tane Haratua	9. Karaka Peia	17. Kiriwangu Maruhera
2. Tokai Teke	10. Hara Heta	8. Te Tere te Kiri
3. Hokepa Kiri Kiri	11. Kiri Heta	9. Hokepa Titika
4. Tei Hokepa	2. Hoone Tenua	20. Hara Poi
5. Tei Tenua	3. M. Hokoara	1. Merata Poi
6. Tei Hokepa	4. Hahikai Maruhera	2. Heta Titika
7. Tei Hokepa	5. Hahikai Maruhera	3. Hara Maruhera
8. Hoone Tenua	16. Ene Tenua	24. Hahikai Maruhera

Te Tii Block
Schedule of Owners continued

Kemaria Kiri Kiri. m	56	Humia Otai. m	87	Kemata Ngahuru. m
Ma Kawatupia. f	7	Hoori Kengano. m	8	Tanaka Koorohai. m
Karua Heemi. f	8	Wakati Hohepa. f	9	Eniati Atira. m
Mihaka Hotoraka. m	9	Enana Kiri. f	90	Kalapu Enoka. f
Manaea Mihaka. f	60	Mahi Heemi. m	1	Titore Tango. m
Emura Poho. m	1	Kemari Whiorao. f	2	Kirigi Kira. m
Enana Emura. f	2	Kahu Keremia. f	3	Mate Kira. f
Kingi Emura. m	3	Kihi Ahipi. f	4	Moore Tuiati. m
Hoori Taki. m	4	Hotoraka Manihora. m	5	Whioeta Hapi. m
Kaa Hoori. f	5	Kou Manihora. m	6	Wieruu Moko. m
Taituha Hemia. m	6	Heta Tawara. m	7	Mamula Aputa. m
Eni Taituha. f	7	Karua Hemaera. f	8	Shimaera Aputa. m
Aputa Poho. m	8	Hieruu Tame. m	9	Ea Nehua. m
Makere Aputa. f	9	Korienne Paora. m	100	Hira te Taka. m
Mitanga Taituha. m	10	Kemata Komene. m	1	Paratira te Taka. m
Pa Tuhirangi. m	1	Kai Paora. f	2	Pera te Taka. m
Enani Mahi. m	2	Teshiru Mihaka. m	3	Heta Weteke. m
Ketana Mahi. m	3	Hera Wilamo. f	4	Keroi Tokika. m
Koro Heemi. f	4	Enika Kauruwhata. m	5	Matere Maatanga. f
Karua Hoori. f	5	Kaaka Hakea. m	6	Miti te Tui. m
Kiata Pera. m	6	Kaatene Tawara. m	7	Kiritapu te Tui. f
Moore Heke. m	7	Kaani Perepe. m	8	Ema Kaurere. f
Matutara Komene. m	8	Perepe Komene. m	9	Moore Kaurere. f
Manaea Matutara. f	9	Pane Kere. f	10	Ea Kaurere. f
Kipia Tango. m	80	Pakietia Kere. f	1	Enita Kaurere. f
Matere Taki. m	1	Hooriona Tuiatu. m	2	Pane W. Kemara. f
Moore Makoaue. m	2	Kinipeti Tuiatu. f	3	Pirini te Rangi. m
Tararua Kera. m	3	Hemare Maniw. m	4	Monihau Haki. m
Taura Kira. m	4	Tamato Pou. m	5	Wieruu Haki. m
Mite Ngere. f	5	Aripeta Honaia. m	6	Aheriata Haki. f
Kira Otai. m	6	Kiraga Ngahuru. m	11	Enana Maahi. f

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Te Te Block cont^d
Schedule of Owners

1. Hemi Maatenga	101. Poho Moko	179. Hana Te
2. Hemi Maatenga	102. Tutanekai Poho	180. Hana Maatenga te Tui
3. Hemi Maatenga	103. Hori Poho	1. Hemi Maatenga
4. Hemi Maatenga	104. Hori Poho	2. Hemi Maatenga
5. Hemi Maatenga	105. Hori Poho	3. Hemi Maatenga
6. Hemi Maatenga	106. Hori Poho	4. Hemi Maatenga
7. Hemi Maatenga	107. Hori Poho	5. Hemi Maatenga
8. Hemi Maatenga	108. Hori Poho	6. Hemi Maatenga
9. Hemi Maatenga	109. Hori Poho	7. Hemi Maatenga
10. Hemi Maatenga	110. Hori Poho	8. Hemi Maatenga
11. Hemi Maatenga	111. Hori Poho	9. Hemi Maatenga
12. Hemi Maatenga	112. Hori Poho	10. Hemi Maatenga
13. Hemi Maatenga	113. Hori Poho	11. Hemi Maatenga
14. Hemi Maatenga	114. Hori Poho	12. Hemi Maatenga
15. Hemi Maatenga	115. Hori Poho	13. Hemi Maatenga
16. Hemi Maatenga	116. Hori Poho	14. Hemi Maatenga
17. Hemi Maatenga	117. Hori Poho	15. Hemi Maatenga
18. Hemi Maatenga	118. Hori Poho	16. Hemi Maatenga
19. Hemi Maatenga	119. Hori Poho	17. Hemi Maatenga
20. Hemi Maatenga	120. Hori Poho	18. Hemi Maatenga
21. Hemi Maatenga	121. Hori Poho	19. Hemi Maatenga
22. Hemi Maatenga	122. Hori Poho	20. Hemi Maatenga
23. Hemi Maatenga	123. Hori Poho	21. Hemi Maatenga
24. Hemi Maatenga	124. Hori Poho	22. Hemi Maatenga
25. Hemi Maatenga	125. Hori Poho	23. Hemi Maatenga
26. Hemi Maatenga	126. Hori Poho	24. Hemi Maatenga
27. Hemi Maatenga	127. Hori Poho	25. Hemi Maatenga
28. Hemi Maatenga	128. Hori Poho	26. Hemi Maatenga
29. Hemi Maatenga	129. Hori Poho	27. Hemi Maatenga
30. Hemi Maatenga	130. Hori Poho	28. Hemi Maatenga
31. Hemi Maatenga	131. Hori Poho	29. Hemi Maatenga
32. Hemi Maatenga	132. Hori Poho	30. Hemi Maatenga
33. Hemi Maatenga	133. Hori Poho	31. Hemi Maatenga
34. Hemi Maatenga	134. Hori Poho	32. Hemi Maatenga
35. Hemi Maatenga	135. Hori Poho	33. Hemi Maatenga
36. Hemi Maatenga	136. Hori Poho	34. Hemi Maatenga
37. Hemi Maatenga	137. Hori Poho	35. Hemi Maatenga
38. Hemi Maatenga	138. Hori Poho	36. Hemi Maatenga
39. Hemi Maatenga	139. Hori Poho	37. Hemi Maatenga
40. Hemi Maatenga	140. Hori Poho	38. Hemi Maatenga
41. Hemi Maatenga	141. Hori Poho	39. Hemi Maatenga
42. Hemi Maatenga	142. Hori Poho	40. Hemi Maatenga
43. Hemi Maatenga	143. Hori Poho	41. Hemi Maatenga
44. Hemi Maatenga	144. Hori Poho	42. Hemi Maatenga
45. Hemi Maatenga	145. Hori Poho	43. Hemi Maatenga
46. Hemi Maatenga	146. Hori Poho	44. Hemi Maatenga
47. Hemi Maatenga	147. Hori Poho	45. Hemi Maatenga
48. Hemi Maatenga	148. Hori Poho	46. Hemi Maatenga
49. Hemi Maatenga	149. Hori Poho	47. Hemi Maatenga
50. Hemi Maatenga	150. Hori Poho	48. Hemi Maatenga
51. Hemi Maatenga	151. Hori Poho	49. Hemi Maatenga
52. Hemi Maatenga	152. Hori Poho	50. Hemi Maatenga
53. Hemi Maatenga	153. Hori Poho	51. Hemi Maatenga
54. Hemi Maatenga	154. Hori Poho	52. Hemi Maatenga
55. Hemi Maatenga	155. Hori Poho	53. Hemi Maatenga
56. Hemi Maatenga	156. Hori Poho	54. Hemi Maatenga
57. Hemi Maatenga	157. Hori Poho	55. Hemi Maatenga
58. Hemi Maatenga	158. Hori Poho	56. Hemi Maatenga
59. Hemi Maatenga	159. Hori Poho	57. Hemi Maatenga
60. Hemi Maatenga	160. Hori Poho	58. Hemi Maatenga
61. Hemi Maatenga	161. Hori Poho	59. Hemi Maatenga
62. Hemi Maatenga	162. Hori Poho	60. Hemi Maatenga
63. Hemi Maatenga	163. Hori Poho	61. Hemi Maatenga
64. Hemi Maatenga	164. Hori Poho	62. Hemi Maatenga
65. Hemi Maatenga	165. Hori Poho	63. Hemi Maatenga
66. Hemi Maatenga	166. Hori Poho	64. Hemi Maatenga
67. Hemi Maatenga	167. Hori Poho	65. Hemi Maatenga
68. Hemi Maatenga	168. Hori Poho	66. Hemi Maatenga
69. Hemi Maatenga	169. Hori Poho	67. Hemi Maatenga
70. Hemi Maatenga	170. Hori Poho	68. Hemi Maatenga
71. Hemi Maatenga	171. Hori Poho	69. Hemi Maatenga
72. Hemi Maatenga	172. Hori Poho	70. Hemi Maatenga
73. Hemi Maatenga	173. Hori Poho	71. Hemi Maatenga
74. Hemi Maatenga	174. Hori Poho	72. Hemi Maatenga
75. Hemi Maatenga	175. Hori Poho	73. Hemi Maatenga
76. Hemi Maatenga	176. Hori Poho	74. Hemi Maatenga
77. Hemi Maatenga	177. Hori Poho	75. Hemi Maatenga
78. Hemi Maatenga	178. Hori Poho	76. Hemi Maatenga
79. Hemi Maatenga	179. Hori Poho	77. Hemi Maatenga
80. Hemi Maatenga	180. Hori Poho	78. Hemi Maatenga
81. Hemi Maatenga	181. Hori Poho	79. Hemi Maatenga
82. Hemi Maatenga	182. Hori Poho	80. Hemi Maatenga
83. Hemi Maatenga	183. Hori Poho	81. Hemi Maatenga
84. Hemi Maatenga	184. Hori Poho	82. Hemi Maatenga
85. Hemi Maatenga	185. Hori Poho	83. Hemi Maatenga
86. Hemi Maatenga	186. Hori Poho	84. Hemi Maatenga
87. Hemi Maatenga	187. Hori Poho	85. Hemi Maatenga
88. Hemi Maatenga	188. Hori Poho	86. Hemi Maatenga
89. Hemi Maatenga	189. Hori Poho	87. Hemi Maatenga
90. Hemi Maatenga	190. Hori Poho	88. Hemi Maatenga
91. Hemi Maatenga	191. Hori Poho	89. Hemi Maatenga
92. Hemi Maatenga	192. Hori Poho	90. Hemi Maatenga
93. Hemi Maatenga	193. Hori Poho	91. Hemi Maatenga
94. Hemi Maatenga	194. Hori Poho	92. Hemi Maatenga
95. Hemi Maatenga	195. Hori Poho	93. Hemi Maatenga
96. Hemi Maatenga	196. Hori Poho	94. Hemi Maatenga
97. Hemi Maatenga	197. Hori Poho	95. Hemi Maatenga
98. Hemi Maatenga	198. Hori Poho	96. Hemi Maatenga
99. Hemi Maatenga	199. Hori Poho	97. Hemi Maatenga
100. Hemi Maatenga	200. Hori Poho	98. Hemi Maatenga

To To Black contd
Schedule of Menors contd

10. <i>Ngai. Hia</i> m. 7.	24. <i>Pali. Hia</i> f. 5.	235. <i>Titi. Melua</i> f. 6.
11. <i>Ngawaka. Apiata</i> m. 5.	25. <i>Pawia. Hia</i> m. 35.	9. <i>Tama. Nhipi</i> m. 1.
12. <i>Podiputi. Apiata</i> f. 7.	6. <i>Kera. Hia</i> f. 12.	240. <i>Tukoma. Perepe</i> f. 7.
13. <i>Pawa. Hia</i> m. 7.	7. <i>Kikimahi. Apiata</i> f. 9.	1. <i>Tuhua. to. Mhi</i> m. 3.
14. <i>Pene. Mhi. Ka</i> m. 8.	8. <i>Kai. Taiti. Ka</i> m. 5.	2. <i>Tira. Mhi. to. Tai</i> f. 1.
15. <i>Pare. to. Tai</i> f. 15.	9. <i>Ko. Hia. Hia</i> m. 16.	3. <i>Wi. Parata</i> m. 18.
16. <i>Pawana. Perepe</i> m. 9.	20. <i>Kahua. Lepi</i> m. 15.	4. <i>Wicimu. Parata</i> m. 19.
17. <i>Pua. Lepi</i> f. 18.	1. <i>Koti. Nhipi</i> f. 2.	5. <i>Wainukirukhi. Kerei</i> f. 10.
18. <i>Punapa. Lepi</i> m. 11.	2. <i>Ramahi. Ramaka</i> m. 2.	6. <i>Wini. Matutara</i> f. 4.
19. <i>Punga. Lepi</i> f. 7.	3. <i>Riapo. Hia</i> m. 5.	7. <i>Wakata. Taiti. Hia</i> f. 13.
20. <i>Potahi. Ereira</i> f. 18.	4. <i>Tarri. Paichana</i> m. 14.	8. <i>Wairua. Mhi. Ka</i> m. 12.
21. <i>Pera. Hia</i> f. 9.	5. <i>Turanga. Apiata</i> f. 13.	9. <i>Wiri. Nhipi</i> m. 6.
22. <i>Pipi. Kerei</i> f. 7.	6. <i>Turua. Wairua. Temara</i> m. 14.	250. <i>Wata. Nhipi</i> m. 5.
23. <i>Pookai. Mhi. Ka</i> m. 14.	27. <i>Tangirua. Hia</i> m. 19.	251. <i>Whakohiwa. Peta</i> m. 6.

Court closed
Sine die

THIRD SCHEDULETUPUNA WHENUA

<u>Blocks</u>	<u>CT Ref</u>	<u>Area</u>
Te Ti B Part Being Lot 1 DP 43842	NA61D/656	0.0809 ha
Te Ti B Part Being Lot 2 DP 43842	NA61D/657	0.0809 ha
Te Ti B Part Being Lot 3 DP 43842	NA61D/658	0.0809 ha
Te Ti B Part Being Lot 4 DP 43842	NA61D/659	0.0809 ha
Te Ti B Part Being Lot 5 DP 43842	NA61D/660	0.0809 ha
Te Ti B Part Being Lot 6 DP 43842	NA61D/661	0.0809 ha
Te Ti B Part Being Lot 7 DP 43842	NA61D/662	0.0809 ha
Te Ti B Part Being Lot 8 DP 43842	NA61D/663	0.0812ha
Te Ti B Part Being Lot 9 DP 43842	NA61D/664	0.0822 ha
Te Ti B Part Being Lot 10 DP 43842	NA61D/665	0.1143 ha
Te Ti B Part Being Lot 11 DP 43842	NA13A/720	0.0809 ha
Te Ti B Part Being Lot 12 DP 43842	NA13A/721	0.0809 ha
Te Ti B Part Being Lot 13 DP 43842	NA13A/722	0.0809 ha
Te Ti B Part Being Lot 14 DP 43842	NA13A/723	0.0809 ha
Te Ti B Part Being Lot 15 DP 43842	NA13A/724	0.0809 ha
Te Ti B Part Being Lot 16 DP 43842	NA13A/725	0.0809 ha
Te Ti B Part Being Lot 17 DP 43842	NA13A/726	0.0809 ha
Te Ti B Part Being Lot 18 DP 43842	NA13A/727	0.0809 ha
Te Ti B Part Being Lot 19 DP 43842	NA13A/728	0.0809 ha
Te Ti B Part Being Lot 20 DP 43842	NA13A/729	0.0812 ha
Te Ti B Part Being Lot 21 DP 43842	NA13A/730	0.0989 ha
Te Ti B Part Being Lot 22 DP 43842	NA64D/699	0.0809 ha
Te Ti B Part Being Lot 23 DP 43842	NA64D/700	0.0809 ha
Te Ti B Part Being Lot 24 DP 43842	NA64D/701	0.0809 ha
Te Ti B Part Being Lot 25 DP 43842	NA64D/702	0.0809 ha
Te Ti B Part Being Lot 26 DP 43842	NA64D/703	0.0809 ha
Te Ti B Part Being Lot 27 DP 43842	NA64D/704	0.0809 ha
Te Ti B Part Being Lot 28 DP 43842	NA64D/705	0.0809 ha
Te Ti B Part Being Lot 29 DP 43842	NA64D/706	0.0809 ha
Te Ti B Part Being Lot 30 DP 43842	NA58C/879	0.0809 ha
Te Ti B Part Being Lot 31 DP 43842	NA58C/880	0.0809 ha
Te Ti B Part Being Lot 32 DP 43842	NA58C/881	0.0812 ha
Te Ti B Part Being Lot 33 DP 43842	NA58C/882	0.0809 ha
Te Ti B Part Being Lot 34 DP 43842	NA58C/883	0.0809 ha
Te Ti B Part Being Lot 35 DP 43842	NA58C/884	0.0809 ha
Te Ti B Part Being Lot 36 DP 43842	NA58C/885	0.0809 ha

TUPUNA WHENUA continued:

Blocks	CT Ref	Area
Te Ti B Part Being Lot 1 DP 49984	NA69A/209	0.0809 ha
Te Ti B Part Being Lot 2 DP 49984	NA69A/210	0.0809 ha
Te Ti B Part Being Lot 3 DP 49984	NA69A/211	0.0809 ha
Te Ti B Part Being Lot 4 DP 49984	NA69A/212	0.0809 ha
Te Ti B Part Being Lot 5 DP 49984	NA69A/213	0.0809 ha
Te Ti B Part Being Lot 6 DP 49984	NA69A/214	0.0809 ha
Te Ti B Part Being Lot 7 DP 49984	NA69A/215	0.0895 ha
Te Ti B Part Being Lot 8 DP 49984	NA69A/216	0.0842 ha
Te Ti B Part Being Lot 9 DP 49984	NA69A/217	0.0850 ha
Te Ti B Part Being Lot 10 DP 49984	NA69A/218	0.0812 ha
Te Ti B Part Being Lot 1 DP 61631	NA18A/601	0.0809 ha
Te Ti B Part Being Lot 2 DP 61631	NA18A/602	0.1044 ha
Te Ti B Part Being Lot 3 DP 61631	NA18A/603	0.0809 ha
Te Ti B Part Being Lot 4 DP 61631	NA18A/604	0.0809 ha
Te Ti B Part Being Lot 5 DP 61631	NA18A/605	0.0809 ha
Te Ti B Part Being Lot 6 DP 61631	NA18A/606	0.0809 ha
Te Ti B Part Being Lot 7 DP 61631	NA18A/607	0.0809 ha
Te Ti B Part Being Lot 8 DP 61631	NA18A/608	0.0809 ha
Te Ti B Part Being Lot 9 DP 61631	NA18A/609	0.0809 ha
Te Ti B Part Being Lot 10 DP 61631	NA18A/610	0.0812 ha
Te Ti B Part Being Lot 11 DP 61631	NA18A/611	0.0943 ha
Te Ti B Part Being Lot 12 DP 61631	NA18A/612	0.0918 ha
Te Ti B Part Being Lot 13 DP 61631	NA18A/613	0.0809 ha
Te Ti B Part Being Lot 14 DP 61631	NA18A/614	0.0809 ha
Te Ti B Part Being Lot 15 DP 61631	NA18A/615	0.0925 ha
Te Ti B Part Being Lot 16 DP 61631	NA18A/616	0.0933 ha
Te Ti B Part Being Lot 17 DP 61631	NA18A/617	0.0809 ha
Te Ti B Part Being Lot 18 DP 61631	NA18A/618	0.0809 ha
Te Ti B Part Being Lot 19 DP 61631	NA18A/619	0.0809 ha
Te Ti B Part Being Lot 20 DP 61631	NA18A/620	0.0809 ha

Blocks	CT Ref	Area
Te Ti B1 Block	NA46C/493	0.1740 ha
Te Ti B3 Part Being Lot 1 DP 62005	NA58C/933	0.8094 ha
Te Ti B3 Part Being Lot 1 DP 72021	NA28B/884	0.8892 ha
Te Tii B3 (Waitangi) Part	NA58C/934	8.1223 ha

Description General LandTitleAreaShares in Māori Freehold Land Owned by the Trust

FOURTH SCHEDULE

INVESTMENT ASSETS



FIFTH SCHEDULE
(PART 1)

Te Tii (Waitangi) B3 Trust

Trustee Nomination Notice

(Refer clause _____)

We,

.....

and

.....

being Tupuna Whanau Representatives of Te Tii (Waitangi) B3 Trust hereby nominate:

..... (insert full name of
nominee)

of.....

as a candidate for appointment as a Trustee of the Trust at the Annual General Meeting to
be held on
(insert date).

The nominee is a Tupuna Whanau Representative as recorded on the current Register of
Tupuna Whanau Representatives maintained by the Trustees.

SIGNED thisday of201.....

.....

(Signature of Tupuna Whanau Representative)

.....

(Signature of Tupuna Whanau Representative)

Summary of responsible Trustee characteristics (for guidance of Beneficiaries)

- Committed to the Trust;
- Have the available time and energy;
- Have the confidence of Beneficiaries;
- No insurmountable conflict of interest with the Trust;
- No vested interest in the activities of the Trust;
- Have experience in business activities;
- Be able to act with complete integrity and to retain confidentiality where required of all of the Trust's business and the business of those with whom the Trust deals;
- Have some knowledge of the Trust Order and knowledge of the business of the Trust.

FIFTH SCHEDULE
(PART 2)

Te Tii (Waitangi) B3 Trust

Notice of Acceptance of Nomination as a Trustee

(Refer clause _____)

I,
state that I:

1. accept nomination for election to the position of Trustee of the Trust;
2. consent to being appointed by the Māori Land Court as a Trustee of the Trust if I am elected to that office;
3. undertake to familiarise myself with the Trust Order and to properly carry out my duties as a Trustee;
4. confirm that I have the ability, experience and knowledge to be effective as a Trustee, as evidenced below;
5. have been a trustee on other trusts or a committee/board member of other organizations, namely:
.....
6. have the following relevant work/other experience:
.....
7. have the following qualifications:
.....
8. offer the following skills to the Trust:
.....
9. have not been held by a Court to have misconducted myself in the administration of a Trust or any other organization;
10. have not been convicted of a crime involving dishonesty;
11. am not under an Order for any mental health condition;
12. am not a bankrupt.

.....
(Signature of nominee)

.....
(Date)

Checklist for nominees of documents to be filed with this form of acceptance

Photocopy of Driver's Licence and/or Passport;

Curriculum Vitae.

SIXTH SCHEDULETe Tii (Waitangi) B3 TrustNotice of Appointment of a Tupuna Whānau Representative

(Refer clause 8.4)

We, the undersigned persons as descendents of
 (insert name of Nga Tupuna), such person being one of the 251 persons determined as being
 owners of Te Tii (Waitangi) by Order of the Māori Appellate Court made on
 hereby give notice of the appointment of the following person (he/she being a Beneficiary of the
 Trust) as the Tupuna Whānau Representative of Nga Tupuna as named above:

Full name of Tupuna Whānau Representative:
 Signature
 Date of appointment:
 Postal address:

 Telephone number: (hm) (wk)
 Cellphone number:
 Email address:

We confirm that the appointee has agreed to accept appointment as Tupuna Whānau Representative.
 A statement showing the appointee's whakapapa to Nga Tupuna is attached to this notice.

Full name	Signature
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*Note: this notice can be signed by persons who are Tupuna Whānau in respect of Nga Tupuna named in this notice
 and can be supported by minutes of Whānau hui.*



Te Tii (Waitangi) B3 Trust
PO Box 273, Paihia
P: 09 402 5146
E: info@tetiiwaitangi.co.nz
W: www.tetiiwaitangi.co.nz