

**5. Attendance and wish to be heard at hearing**

A formal hearing may be held for notified applications if any matters are not resolved at a pre-hearing meeting. It gives the applicant, and all submitters who stated in their submission that they wish to be heard, the opportunity to formally present their views to an independent commissioner.

It is recommended that submitters speak to their submission for all but minor issues. Stating that you wish to be heard at the submission stage does not obligate you to appear at the hearing later if you change your mind.

If you state that you do not wish to be heard, the Council is not obliged to advise you of the hearing or send you the hearing documents. However you will be sent a copy of the decision and retain your right to appeal the decision.

5a. If a hearing is held, do you wish to be heard in support of your submission?  Yes  No

5b. If others make a similar submission, would you consider presenting a joint case with them at the hearing?  Yes  No

You may choose to contribute toward the cost of engaging a professional e.g. a planner or lawyer to represent your combined interests.

**6. Privacy statement**

The Privacy Act 1993 applies to the personal information provided in this submission. For the purposes of processing the resource consent application the Council may disclose your personal information to another party. If you want to have access to, or request correction of, that personal information, please contact the Council.

**7. Declaration and privacy waiver**

I will/have served a copy of my submission on the applicant, as required by Section 96(6) of the Resource Management Act 1991.

By signing\* this submission or by submitting this submission electronically, I confirm that the information contained in this submission is true and correct. I agree to the disclosure of my personal information in respect of this submission.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.

[Signature] TRUSTEE 11th MAY 2012  
 Signature of submitter (or person authorised to sign on behalf of submitter) Date

\*A signature is not required if this submission is submitted electronically.

**Notes to submitter**

- If you are making a submission to the Environmental Protection Authority, you should use form 16B.
- Please note that your submission (or part of your submission) may be struck out if the authority is satisfied that at least one of the following applies to the submission (or part of the submission):
  - It is frivolous or vexatious.
  - It discloses no reasonable or relevant case.
  - It would be an abuse of the hearing process to allow the submission (or the part) to be taken further.
  - It contains offensive language.
  - It is supported only by material that purports to be independent expert evidence, but has been prepared by a person who is not independent or who does not have sufficient specialised knowledge or skill to give expert advice on the matter.
- You may wish to obtain your own professional advice, such as from a lawyer, surveyor or planner, before finalising your submission. 'An Everyday Guide to the RMA' found on the Ministry for the Environment website [www.mfe.govt.nz](http://www.mfe.govt.nz) has useful information for submitters. If you have any further questions regarding this process, phone the Council on 06-759 6060 and ask to speak to the planner processing the application.



Te Kaunihera-ā-Rohe o Ngāmotu  
**NEW PLYMOUTH DISTRICT COUNCIL**  
 newplymouthnz.com



**FORM 13**  
**Submission on a resource consent application subject to public or limited notification**

Resource Management Act 1991

**Submissions must be received by the end of the 20th working day following the date the application was notified.**

If the application is subject to limited notification, New Plymouth District Council may adopt an earlier closing date for submissions once the Council receives responses from all affected parties.

Email to: [applications@npdc.govt.nz](mailto:applications@npdc.govt.nz)  
 Or post to: The Planning Lead  
 New Plymouth District Council  
 Private Bag 2025  
 New Plymouth 4342

**1. Submitter details**

1a. Full name M.O. & H. HEY TRUST  
 First name(s) Surname

1b. Contact person's name if different from above e.g. lawyer, planner, surveyor MORRIS HEY  
 First name(s) Surname

TRUSTEE  
 Designation Company

1c. Electronic service address

1d. Telephone                                            
 Mobile Landline

1e. Postal address or alternative method of service under Section 352 of RMA 1991

**Serving of documents**

The Council will serve all formal documents electronically via the email address provided above. Where there is no email address provided the documents will be posted to the above postal address.

**2. Application details**

2a. Resource consent number LUC 21/47890

2b. Applicant REGINA PROPERTIES LTD  
 First name(s) Surname

2c. Site address 3/1 DAWSON STREET

2d. Description of the proposed activity LAND USE CONSENT FOR ALTERATIONS & EXTENSIONS TO AN EXISTING COMMERCIAL BUILDING TO ESTABLISH A NEW RESIDENTIAL ROOF TOP APARTMENT

**3. Trade competition**

- I am **not** a trade competitor for the purposes of section 308B of the RMA. (Proceed to 4.)
- I am a trade competitor for the purposes of section 308B of the RMA.

If you are a trade competitor, your right to make a submission may be limited by the trade competition provisions in Part 11A of the RMA.

Select one of the following:

- I am  I am **not** directly affected by an effect of the subject matter of the submission that:
- Adversely affects the environment, and
  - Does not relate to trade competition or the effects of trade competition.

Please turn over

**OFFICE USE ONLY**

Date received	Property ID	Application #
Time received	Land ID	Document #
Received by		

RECEIVED  
 12 MAY 2012  
 Col  
 2.59pm

Lillardet Street, Private Bag 2025, New Plymouth 4342, New Zealand. Telephone 06-759 6060, Fax 06-759 6072, Email enquiries@npdc.govt.nz, Website www.newplymouthnz.com

4. Submission

Before making a submission, please ensure you have read/seen the full resource consent application, including the assessment of environmental effects (AEE) and all the plans.

- 4a. Radio buttons for: I/we support the application in whole or in part; I/we oppose the application in whole or in part; I am/we are neutral to the application.

- 4b. Please specify below: i. The matters within the application you support or oppose, or wish to comment on. ii. The reasons for making this submission (please give precise details).

Attach additional pages if required.

Large empty lined box for providing details and reasons for submission.

RECEIVED 12 MAY 2018

4. Submission - continued

- 4c. I seek the following decision from the Council: Radio buttons for To grant resource consent, To decline resource consent, Grant resource consent with amendments and/or conditions (as described below).
4d. Please specify details of the decision you seek from the Council, including the parts of the application you wish to have amended and the general nature of conditions sought.

Attach additional pages if required.

Please reduce the height of the building to comply with town planning bylaws. + not grant any extension

Large empty lined box for providing details of the decision sought and conditions.

Please turn over

1A/120 St. Aubyn Street  
NEW PLYMOUTH  
11<sup>TH</sup> May 2021.

The Town Planner  
N. P. D. C.

Dear Sir/Madam,

The main objection of our submission is the daily loss of afternoon sunlight if this proposal goes ahead. Because even on overcast days the natural light is reduced by this proposal.

The view shaft from our balcony is also completely removed. We further submit that the shading diagrams provided by the architect are very conservative seriously under scoring the severity of the true situation.

Signed by the Trustee's

Hendrika Hey (Trustee)



Morris Hey (Trustee)



VIEW SHAFT

THIS DEED made the 20<sup>th</sup> day of July 1992

BETWEEN: MORRIS OWEN HEY of Manaia, Farmer  
(hereinafter called "the settlor") of the one part

A N D: MORRIS OWEN HEY of Manaia, Farmer and  
HENDRIK MANSVELT of Hawera, Accountant and  
SIMON SHERA of Hawera, Solicitor  
(hereinafter called "the trustees") of the other part

WHEREAS the settlor desires to create a trust for the benefit of the persons hereinafter described and has currently herewith transferred and paid to the trustees the sum of TEN DOLLARS (\$10-00) upon and subject to the trusts and with the powers hereinafter mentioned (the receipt of which sum is hereby acknowledged)

NOW THIS DEED WITNESSES that in pursuance of the premises the settlor DOES HEREBY DECLARE AND DIRECT that the trustees do and each of them does hereby agree that they will hold the said sum and all other property which the settlor or any other person shall at any time hereafter transfer or hand over to them to be held upon the said trusts and any other property hereafter acquired by the trustees from any source whatsoever and the proceeds of sale or conversion thereof (all such property proceeds and investments being hereunder referred to as "the trust fund") UPON the trusts and with and subject to the powers, discretions, directions and provisions hereinafter expressed or declared concerning the same

1. IN this Deed the following terms where the context admits shall have the following meanings:-

(a) "The trustees" shall include the trustees or trustee for the time being hereof whether original, additional or substituted

(b) "The date of distribution" shall be eighty (80) years from the date of execution of this Deed or such earlier date as the trustees in their sole and absolute discretion shall determine

(c) "The beneficiaries" shall mean :

- (i) HENDRIKA HEY of Manaia, Farmer
- (ii) OWEN MICHAEL HEY born on the 28th day of January, 1966 and TANIA ANN SMITH born on the 17th day of March, 1968 and STEPHENIE JOHANNA HEY born on the 17th day of January 1972 and BRONWYN EDITH HEY born on the 1st day of June 1973
- (iii) any child born to or adopted by the said MORRIS OWEN HEY
- (v) any child born to or adopted by the said OWEN MICHAEL HEY or TANIA ANN SMITH or STEPHENIE JOHANNA HEY or BRONWYN EDITH HEY
- (vi) any child born to or adopted by any future child born to or adopted by the said MORRIS OWEN HEY
- (vii) any wife of the said MORRIS OWEN HEY
- (viii) any Company in New Zealand or overseas in which any one or more of the above persons shall hold 50% or more of the nominal value of the issued ordinary share capital PROVIDED THAT the settlor does not hold any shares in the Company; and
- (ix) any trust in New Zealand or overseas which in the opinion of the trustees is for the benefit advancement maintenance or education of any or all of the foregoing persons; and
- (x) any legal charity in New Zealand or overseas

(d) "Child, children or issue" shall include children by adoption as well as natural born children

(e) "Grandchild, grandchildren and issue" shall include grandchildren by adoption as well as natural born grandchildren

2. OTHERWISE than in these presents the trust fund shall be known as the MORRIS HEY TRUST

3. THE trustees shall stand possessed of the trust fund upon the following trusts :-

- (a) To pay, apply or appropriate the income arising from the trust fund or so much thereof as the trustees shall in their sole, absolute

and uncontrolled discretion think fit among the beneficiaries or any of them in such proportions as the trustees in their sole absolute an uncontrolled discretion shall think fit and any such payment made to any parent, guardian or other person having custody of an infant beneficiary shall be a good discharge to the trustees

(b) To appropriate accumulate pay and apply such part of the income as the trustees in their absolute discretion may deem necessary for any purpose and whether by way of creating a reserve fund or otherwise and any accumulated income shall be added to the capital of the trust fund

(c) To pay apply or appropriate such part of the capital of the trust fund as the trustees in their sole and absolute discretion determine among the beneficiaries or any of them in such proportions as the trustees in their sole and absolute discretion think fit and such payment made to any parent guardian or other person having custody of any infant beneficiary shall be a good discharge to the trustees PROVIDED HOWEVER that during the period ending one (1) day after the seventh anniversary of the execution of this Deed therefore the said power vested in the trustees to pay apply appropriate appoint or determine the beneficial ownership of any of the capital of the trust fund shall not be exercisable if and so long as the settlor or any relative (as that term is defined for the purposes of the Land and Income Tax Act 1954) of the settlor or any company in which the settlor or any such relative or shareholder or any combination of these constitutes a controlling majority of the trustees

4. ON and from the date of distribution the trustees will hold whatever then remains of the trust fund on trust to transfer it absolutely to such of the beneficiaries or any of them who then are alive in such shares as the trustees in their sole and absolute discretion exercised in writing on or before the date of distribution determine and in default of such determination on trust to transfer it to any child of the said MORRIS OWEN HEY if they are alive at the date of distribution as tenants in common in equal shares PROVIDED THAT if any of them should die before the date of

distribution leaving a child or children alive at the date of distribution then such issue shall take and if more than one equally between them as tenants in common in equal shares the share or interest that his her or their deceased parent would have taken had he or she or they been alive at the date of distribution

5. (a) That the statutory power of appointment of new trustees hereof shall be vested in MORRIS OWEN HEY during his lifetime and after his death in his executors and administrators and if at any time after his death there shall be no such person able and willing to act then in the person or persons in whom the said statutory power is vested by the Trustee Act 1956 or any statutory modification thereof for the time being in force

(b) That the person or persons in whom the said power of appointment is vested shall have power :-

(i) at any time or times to revoke the appointment of a new trustee or trustees hereunder and to appoint a new or an additional trustee or trustees of all or any of the trusts hereof whether or not occasion shall have arisen for appointment of a new trustee or trustees

(ii) to appoint himself or a retiring or retired trustee or any person at any time or times as advisory trustee of the trusts hereof

(iii) to appoint a new trustee or trustees outside the jurisdiction of the New Zealand Courts

6. (a) No power vested in the trustees to pay apply appropriate appoint advance or determine the beneficial ownership of any of the capital is ever exercisable if and so long as the settlor any relative (as that term is defined in the Income Tax Act 1976) of the settlor, any company in which the settlor or any such relative is a shareholder or any combination of these constitutes or constitute a majority of the trustees

(b) Any discretion vested in the trustees which is exercised in favour of any beneficiary who is a trustee also is not exercisable



for the benefit of that person during any period when he or she or if more than one they have become the only trustee or trustees or where if more than one they constitute a majority of the trustees to the intent that :-

- (i) during the period notwithstanding any other provision of the Trust Deed any such person is deemed not to be a beneficiary capable of taking any discretionary benefit;
- (ii) so long as that person is a trustee any discretion pursuant to which he or she may take a benefit is exercisable only while there is at least one other trustee who is not a beneficiary
- (iii) so long as any more such persons than one are trustees any discretion pursuant to which they may benefit is exercisable only while they do not constitute a majority of the trustees

7. ALL benefits (other than the provision applying in default of determination in Clause 4 hereof) hereby conferred are at the discretion of the trustees and no person has any right title or interest to such discretionary benefits otherwise than pursuant to exercise of such discretion provided except that :-

(a) Any beneficiary to whom any moneys are appropriated pursuant to the foregoing provisions has from the time of such appropriation an absolute and indefeasibly vested interest in the moneys

(b) A resolution in writing signed by the trustees appropriating any moneys absolutely and irrevocably vests these moneys in whatever beneficiaries and in whatever shares and proportions are determined by the resolution

8. Notwithstanding any other provisions of this Deed including the schedule of trustees powers the settlor may take absolutely no benefit as payment whatsoever of any sort hereunder including any benefit in the way of resulting trust

9. Without in any way fettering the unrestricted discretions given to the

trustees elsewhere hereunder the settlor desires to express the wish that the trustees hereof might in exercising their discretions hereunder have due regard to any other interests which the beneficiaries or any of them might have under any other trust or trusts

10. In addition to and not unless otherwise expressed in substitution for any statutory or other power the trustees are hereby vested with all the powers set forth in the annexed schedule of powers

11. The perpetuity period governing the limitations of this Deed is the period terminating on the day following the date of distribution

12. The attached "Schedule of Trustees Powers" shall be deemed to be incorporated in this Deed

13. The trustees may exercise the power of application of the trust fund for the benefit of any beneficiaries by resettling all or any portion of the trust fund on any trust which in the opinion of the trustees is for the benefit, advancement, maintenance or education of all or any of the beneficiaries

14. Save as provided in this clause and subject to the provisions of the Trustee Act 1956 and any amendments thereto this Deed shall not be capable of being revoked added to or varied. The trustees with the consent in writing of the settlor may at any time and from time to time by deed amend the provisions of this Deed or of any deed executed pursuant to this clause by altering any of such provisions or by adding additional provisions thereto or by deleting provisions therefrom provided always that :-

(a) No such amendment shall result in the infringement of the Rule against perpetuities

(b) No such alteration shall result in any benefit to the settlor

(c) Every such alteration shall be for the benefit of all or any one or more of the discretionary beneficiaries or relate to the

management or control of the trust fund or other property or funds in the hands of the trustees pursuant to this Deed or relate to the powers or discretions conferred by this Deed

(d) No such alteration shall affect the beneficial entitlement to any amount allocated for or otherwise absolutely and irrevocably vested in any beneficiary prior to the date of the amendment

Notwithstanding the above sub-clauses an alteration may be to the detriment of any beneficiary if that beneficiary is sui juris and has consented in writing to the alteration

15. The trustees in their absolute discretion may allow any beneficiary to occupy have custody of or use any real or personal property for the time being forming part of the trust fund on such terms and conditions as to inventories, repair, replacement, insurance, outgoings or otherwise and whether gratuitously or otherwise as the trustees shall determine and so that no trustees shall be liable for any loss or damage which may occur to any such property during or by reason of such occupation, custody or use except insofar as such loss or damage shall be occasioned by the conscious and wilful default or neglect of the trustees

#### SCHEDULE OF TRUSTEES POWERS

1. At any time prior to the date of distribution and upon such grounds as the trustees in their absolute and uncontrolled discretion shall think fit the trustees may by instrument in writing under their hands elect to vest indefeasibly in any beneficiary who has attained twenty (20) years of age and is at full capacity and who is at that time a person potentially interested under the discretionary power contained within the Trust Deed or who is at the time a person contingently interested under the provisions of the Trust Deed the whole or such portion of the capital of the Trust Fund as the trustees may in their sole and uncontrolled discretion think fit and in every case the said capital or portion thereof shall upon the execution of such instrument vest absolutely and indefeasibly in such beneficiary

2. While any monies are or remain owing by the trustees in respect of the Trust Fund whether or not charged or secured upon the Trust Fund or upon any real or personal property forming part of the Trust Fund the trustees may pay or apply the whole or such portion or portions of the Trust Fund (the capital as well as the income thereof) in or towards repayment of any such monies owing and any interest owing or accruing thereon and the powers of this clause vested in the trustees may be exercised by them notwithstanding that the Trust Fund (the capital as well as the income thereof) or portion or portions thereof so paid or applied or to be paid or applied become vested in any beneficiary by virtue of having been applied appropriated or credited in account or otherwise as if no such application appropriation or crediting an account or otherwise had taken place PROVIDED HOWEVER that nothing in this clause shall be construed or deemed to deprive any such beneficiary of his or her vested interest in the Trust Fund or portion or portions thereof so paid or applied

3. The Trustees may set aside such portion or portions of the income of the Trust Fund as they shall from time to time think fit as a reserve for the replacement repair maintenance upkeep or renovation of any real or personal property forming the Trust Fund or part thereof or for or towards the acquisition by purchase or otherwise of any property either real or personal which the trustees intend to add to the capital of the Trust Fund or for provision against losses or for the equalisation of income AND IT IS HEREBY DECLARED that the whole or any part of any such reserve shall notwithstanding the setting aside thereof be capable of distribution at any time by the trustees pursuant to the powers conferred upon them under paragraph 1 hereof AND IT IS FURTHER DECLARED that upon the date of distribution the whole or any such portion of any such reserve as may then remain shall be distributed in accordance with paragraph 1 hereof AND IT IS FURTHER DECLARED that any income derived by any asset forming any such reserve or part thereof shall be and form part of the income of the Trust Fund and follow the destination thereof

4. It being the intention of these presents that the trustees shall have and may at their absolute discretion exercise the fullest possible powers to do in relation to the Trust Fund and the persons who are or may be interested therein all such things as they may from time to time deem

necessary desirable or expedient whether or not such things be one which the trustees normally would have no power to do in the absence of an express power or an order of Court IT IS DECLARED that the trustees shall have absolute and uncontrolled power and discretion in the management of the Trust Fund to say do or cause to be done all such acts matters and things of whatsoever kind or nature pertaining to the Trust Fund and sign all such instruments and documents as they may think proper or expedient as full unreservedly and unconditionally as if they were the absolute owners of the Trust Fund or as if the settlor were personally acting in the premises AND without limiting the generality of the foregoing and merely by way of illustration IT IS DECLARED that the trustees shall have power to do all or any of the following things either alone or in common with any other person persons corporation or corporations namely :-

(a) To invest any monies in the purchase or acquisition or upon the security of or to purchase acquire or accept as a gift any form of property real or personal whatsoever or wheresoever situated whether situate in New Zealand or elsewhere including shares or debentures in any company or corporation whatsoever

(b) To sell or join in selling all or any part of the real and personal property forming part of the Trust Fund either by public auction or private contract or in such other manner and subject to such terms and conditions as the trustees shall think fit with power to give time for payment of the purchase money with or without security AND without being liable for loss to allow such portion to remain owing on mortgage although the margin of security may not be sufficient for the purpose of the Trustee Act and with power also to buy in property offered for sale and to rescind any contract for sale and to sell again without being responsible for any diminution in price and generally to deal with the same in all respects as if the trustees were the absolute owners of the property so sold

(c) To postpone the sale calling in and conversion of any real and personal property comprising the Trust Fund or any part thereof for so long as they think fit notwithstanding that it may be of a wasting speculative or reversionary nature AND IT IS DIRECTED that pending

such sale calling in and conversion the whole of the net income of property actually producing income shall be applied as from the date hereof as income and on the other hand on such sale calling in and conversion or falling in of any reversionary property no part of the proceeds of such sale calling in conversion or falling in shall be paid or applied as past income PROVIDED ALWAYS that the trustees shall have power to write off against income in accordance with usual accountancy practice depreciation upon buildings and other assets forming part of the Trust Fund

(d) To let lease or bail or join in so doing any freehold or leasehold property and/or any plant and chattels which or any interest in which for the time being forms part of the Trust Fund either from year to year or for any term of years or otherwise at such rent and subject to such terms and conditions as the trustees think fit including at the discretion of the trustees an optional or compulsory purchasing clause and also to accept surrenders of leases tenancies and bailments and generally to manage the same as the trustees shall think fit AND to take on lease or under bailment any freehold or leasehold property and/or plant and chattels or an undivided interest therein from any person or persons (including any trustee) either from year to year or for any term of years or otherwise at such rent and subject to such terms and conditions as the trustees think fit including at the discretion of the trustees an optional or compulsory purchasing clause and also to surrender leases tenancies and bailments and generally to deal with the same as the trustees shall think fit

(e) From time to time to obtain the renewals of any lease grant tenancy or occupation of any lands which or an interest in which for the time being forms part of the Trust Fund and of any easement right or privilege annexed in enjoyment thereto for such terms at such rent and upon and subject to such terms and conditions as the trustees think fit

(f) To consent to and join in the partition of any assets an interest in which forms part of the Trust Fund and/or to take a transfer of or a transfer of an undivided share or interest in any

such assets and for the purposes aforesaid to settle and agree upon the valuation of any such assets and to receive or pay or agree to pay such monies as the trustees shall think proper by way of equality on division of such assets and any such partition valuation and payment shall be final and binding on all persons beneficially interested under these presents

(g) To enter into exchange of land stock and/or plant with or without payment or receipt for equality upon such terms and at such values as the trustees think fit

(h) Generally to maintain repair manage improve and develop any real or personal property which or any interest in which for the time being forms part of the Trust Fund in all respects as if the trustees were the absolute owners thereof

(i) To allow any property or investment coming into the hands of the trustees to remain in its existing form for such period or periods as the trustees think fit and during such postponement or conversion to make out of the Trust Fund any outlay the trustees may think proper for payment of calls on shares or otherwise in respect thereto for the benefit of the Trust Fund AND in respect of any shares in companies to exercise the same powers as the trustees might do if absolute owners thereof

(j) In addition to the powers otherwise conferred by these presents or by law to promote form or concur in any steps or proceedings which may be taken to form a company for any purpose whatsoever including the purpose of purchasing or acquiring any undertaking business and/or assets which or an interest in which forms part of the Trust Fund or the undertaking business and/or assets of the company in which the trustees may hold shares AND to sell and transfer such undertaking business and/or assets to any company or the trustee for any company proposed to be formed and to carry out and complete any scheme of arrangement for the amalgamation of the said undertaking business and/or company or companies on such terms of the price or consideration being received in cash or in shares (ordinary preferred

or deferred) or in debentures or debenture stock of the purchasing company or partly in one way and partly in another and generally upon such terms and conditions as the trustees shall think fit with power to allow time for payment of the whole or part of any cash consideration whether with or without security therefore AND the trustees may take shares in or debentures of any company representing the consideration or part of the consideration of any such transfer, sale or amalgamation having such rights, privileges and subject to such obligations as the trustees may think fit AND the trustees shall have the widest authority and discretion to effect any such sale or amalgamation on such terms and conditions in every respect as they could do if they were the absolute beneficial owners of the Trust Fund

(k) To provide out of the Trust Fund further capital for any company in which the trustees may hold shares or which they may have acquired or proposed to acquire or any business undertaking and/or assets which or an interest in which forms part of the Trust Fund and to do so either by way of advances loans guarantee or taking up shares or further shares in such company or in such manner and upon such terms and conditions and in the cases of advances, loans and guarantees either with or without taking security as the trustees may think proper

(l) To act as directors of any company in which the trustees hold shares either alone or in conjunction with others and to receive and retain without being liable to account for the same and directors fees or other remuneration payable to them as such directors

(m) To concur on such terms as the trustees think fit in the winding up reconstruction or amalgamation of any company in which the trustees hold shares or in the modification of the regulations thereof and to concur in the modification of or to surrender any of the rights attaching to all or any of its shares; and to exercise in such manner as the trustees think fit any powers which by the regulations of such company are vested in the trustees as directors or members thereof or otherwise; and on any winding up reconstruction or



amalgamation to accept fully paid or partly paid shares or debentures or other interests in or securities of any company as the consideration of or part of the consideration for such winding up reconstruction or amalgamation; and generally to act in relation to such company in such manner as they think fit best calculated to benefit the Trust Fund

(n) To carry on any business (whether partnership or otherwise) in which the Trust Fund may at any time hereafter be concerned or interested or for which the assets or any of the assets of the Trust Fund may be adapted including the business of farming for such time or times as the trustees shall think fit with power in the case of any partnership business to become a partner therein and with the further power to use and apply any part of the Trust Fund as capital in such business and to employ or join in employing in such business all such managers agents servants clerks workmen and others as the trustees shall from time to time think fit and to arrange for and agree to the introduction of another partner or partners and to sell or concur in selling any of the partnership assets and to cause or concur in the winding up of the partnership and to ascertain and agree to the value of the trustees interest in the partnership and to agree to any partition of partnership assets AND IT IS HEREBY DIRECTED that the trustees shall be absolutely indemnified by and out of the Trust Fund for and in respect of any loss or liability which they may sustain or incur by reason of their so carrying on any such business or businesses as aforesaid AND IT IS DIRECTED that if in any year any losses shall be sustained by the trustees in carrying on any such business then and in every year such losses shall if the trustees so direct (but subject always however in the case of a partnership business to the terms and conditions contained in any agreement or articles affecting the same) be borne by the capital of the Trust Fund and such losses shall not if the trustees so direct (subject always as aforesaid) be recouped to such capital out of profits made by the trustees in any subsequent year or years in carrying on such business

(o) To effect insurances of whatsoever nature or kind relating to

property of whatsoever nature or kind relating to any person or persons whomsoever and to keep up and keep valid and subsisting any policy of insurance of whatsoever nature or kind relating to property of whatsoever nature or kind or relating to any person or persons whomsoever and to pay out of capital or income at the trustees discretion the premiums thereon and to transfer assign surrender and/or mortgage any legal or beneficial interest in any policy of insurance and to accept with or without consideration any interest in any policy of insurance and to hold accept and deal with any interest whatsoever in any policy of insurance or the proceeds thereof in all respects as if they were the absolute owners thereof

(p) For the purpose of repaying or rearranging mortgages or subdividing and/or improving any real or leasehold property or for commencing or carrying on or assisting any partnership or other business or assisting any company in which the Trust Fund has an interest or for the purpose of making any purchase or investment or acquiring any asset authorised by these presents and for any other purpose whatsoever deemed by the trustees to be in the interest of the Trust Fund or of any beneficiary therein to borrow or raise either alone or jointly or in common with others or otherwise any monies on mortgage or overdraft or otherwise (including power to purchase on terms) with or without security by way of mortgages charges instruments by way of security liens or securities over real and personal property of every kind and description from any person firm company bank or other corporation at such rate of interest and for such term and generally on such conditions as the trustees shall think fit and to sign and execute any mortgage deed agreement or other document in connection therewith AND any person firm company bank or corporation lending money to the trustees shall be in no manner concerned to enquire as to the application of such monies or as to the purpose for which such monies may be borrowed

(q) To enter into or join in entering into any guarantees by the trustees alone or together with any other person or persons or company the giving of which the trustees shall consider to be in the interests of the Trust Fund or of any beneficiary therein and to

authorise any company in which the trustees shall hold shares to enter into such guarantees or enter upon any other arrangements whatsoever which the trustees shall deem to be in the interests of the Trust Fund or of any beneficiary therein

(r) From time to time to renew or rearrange upon such terms as the trustees think fit any mortgages charges debts or overdrafts payable out of the Trust Fund and guarantees given by the trustees and also to renew vary or rearrange upon such terms as the trustees think fit any mortgages charges or debts forming part of the Trust Fund whether or not the same shall theretofore or thereafter constitute a trustee security or an investment authorised by the Trustee Act or by these presents

(s) To start and subscribe to depreciation funds or other reserve funds for any purpose the trustees may deem advisable

(t) To agree and settle accounts with all persons firms or companies liable to account to the trustees and to compromise all questions relating to the Trust Fund and to grant effectual receipts discharges and releases

(u) To employ and discharge any managers servants agents overseers employees valuers stock and station agents and other agents surveyors engineers solicitors accountants and other persons as the trustees may think fit and to pay such fees salary wages or other remuneration in every case as the trustees may deem expedient AND generally at their uncontrolled discretion instead of acting personally to employ and pay any person firm company or corporation to do any act whatsoever nature relating to the trusts hereof including the receipt and payment of money without being liable for loss incurred thereby

(v) To determine all questions arising with reference to these presents and the Trust Fund and the administration thereof in case of any dispute or difference between the persons beneficially interested under the trusts hereof AND the decision of the trustees thereon shall be final and binding on all such persons

(w) At any time or times and for any period the trustees may appoint another person or company to act as attorney for such trustees in New Zealand or elsewhere for all or any of the purposes of these presents

(x) To transfer to any new trustees or trustee of all or any of the trusts hereof appointed outside the jurisdiction of New Zealand courts all or any of the property subject to such trusts in respect whereof such appointment is made

(y) To lend or invest or apply all monies coming into the hands of the trustees and available for investment in such manner and/or in such assets security or securities and whether in New Zealand or elsewhere (notwithstanding that the mode or modes of assets security or securities may not be such as are for the time being authorised by law for the investment of trust funds) as in the opinion of the trustees may be beneficial to the Trust Fund or to any of the purposes of this trust or to any beneficiary hereunder and the trustees shall not be responsible or accountable for any loss resulting or accruing to or sustained by the Trust Fund by reason of the trustees lending investing or applying as aforesaid any such monies

(z) At any time to appropriate and allot any real or personal property forming part of the Trust Fund or any undivided interest in such property in or towards satisfaction of the share of any person whether sui juris or not under the trusts hereof and to charge any such property interest or share with such sums by way of equality of partition as the trustees may think fit and for such purpose to fix the value of any real and personal property or interest therein in such manner as the trustees shall think fit AND every such valuation appropriation and allotment shall be final and binding on all persons beneficially interested under these presents AND to transfer to any beneficiary the property or interest therein so appropriated and allotted subject to such mortgage or charges and on such conditions as the trustees may consider necessary

(aa) To raise and apply the whole or any part of the income of the share of any beneficiary who is not of full age or capacity under these presents (other than a beneficiary who is or may be for the time being beneficially interested only under the discretionary power contained in paragraph 1 hereof) for or towards the personal support benefit maintenance education or advancement in life of such beneficiary with liberty to pay the same to the guardian or parent or person having custody or control of such beneficiary for the purposes aforesaid without being liable to see to the application thereof AND WITH POWER to accumulate the residue (if any) of the said income by investing the same and the resulting income thereof in the manner hereby authorised to the intent that each and every such accumulation shall be added to the principal share from which the same has arisen and shall follow the destination thereof but the trustees may at any time or times resort to the accumulation of any preceding year or years and apply the same for or towards the personal support benefit maintenance education or advancement in life of the person entitled thereto

(bb) TO PAY or apply or appropriate the whole or any part of the capital (with power in any year to pay and apply capital without first paying or applying the whole or any portion of the income for that year) of the expectant contingent or vested share of any beneficiary taking under the foregoing trusts in or towards the personal support benefit maintenance education or advancement in life of such beneficiary is liable to be defeated in any manner whatsoever or is liable to be diminished by the increase of the class to which he belongs AND FOR SUCH PURPOSE to pay the same to the guardian or parent or person having custody or control of any beneficiary who is of full age or capacity without seeing to the application thereof

5. ANY discretion or power by this Deed conferred upon the trustees to pay apply or appropriate the whole or any part of the capital or the income of the Trust Fund for or towards the personal support benefit maintenance education or advancement in life of any person who is or may be beneficially interested under the foregoing trusts shall be deemed to include power :-

(a) To pay apply or appropriate the same for any purpose whatsoever which in the opinion of the trustees is for or towards the personal support benefit maintenance education or advancement in life of such beneficiary notwithstanding that such payment application or appropriation may not strictly in law or equity be considered to be for or towards the personal support benefit maintenance education or advancement in life of such beneficiary and no payment application or appropriation hereunder so made by the trustees shall be called in question by any person AND IT IS HEREBY DECLARED that a receipt of the guardian or parent or person having the custody or control of any beneficiary who is not of full age or capacity shall be a good and sufficient discharge to the trustees for any such payment application or appropriation without the trustees being bound to see to the application thereof

(b) To keep valid and subsisting and to pay out of capital or income at the trustees discretion the premiums and other payments necessary to keep valid and subsisting any lawful policy of insurance effected upon the life of or insuring against the death of or accident to such beneficiary or the parent of such beneficiary or any person or persons in whom such beneficiary has a lawful insurable interest or any lawful policy of insurance in the proceeds of which the beneficiary has for the time being a pecuniary interest whatsoever nature or kind

6. WHEN the Trust Fund or any real or personal property or interest therein forming part of the Trust Fund (whether capital or income) has become vested in any beneficiary by virtue of having been appropriated allocated or credited in account or otherwise to any beneficiary hereunder it shall continue to remain subject (so far as the nature and circumstances will permit) to all of the powers by these presents conferred upon the trustees as if no such appropriation allotment crediting in account or otherwise had taken place until the same has been absolutely transferred to or by the direction of such beneficiary capable of giving a valid discharge therefor and the trustees may deal with the same accordingly PROVIDED HOWEVER that nothing in this clause shall be construed or deemed to deprive any such beneficiary of his vested interest therein

7. NO trustee of these presents shall be liable for any loss not attributable to his own dishonesty or to the wilful commission by him of any act known to be a breach of trust and in particular no trustee shall be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by such co-trustee

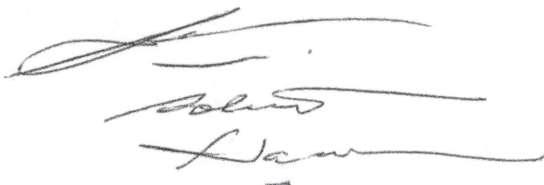
8. THE trustees shall be entitled to act hereunder and exercise all of the powers hereby conferred upon them notwithstanding that the trustees are or may be or become associated as directors or otherwise in their private capacity or as trustees of any other Trust with any Company to which the trustees sell or lease any property forming part of the Trust Fund or in which the trustees hold or propose to acquire shares or other investments as part of the Trust Fund or with which the trustees otherwise deal as trustees of these presents and notwithstanding that the trustees may be trustees of any other Trust to or from which the trustees purpose to sell or purchase shares or other property and notwithstanding that their interest or duty in any particular matter or matters may conflict with their duty to the Trust Fund or the beneficiary therein

IN WITNESS WHEREOF these presents were executed the day and year first hereinbefore written

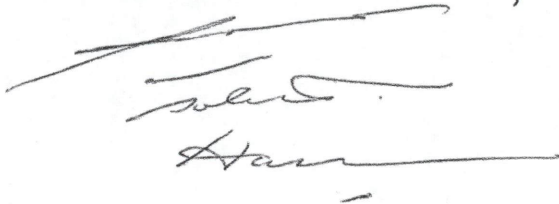
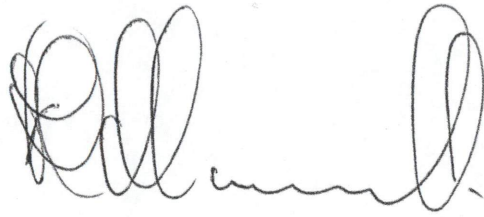
SIGNED by the said )  
MORRIS OWEN HEY )  
as Settlor in the )  
presence of :- )



SIGNED by the said )  
MORRIS OWEN HEY )  
as Trustee in the )  
presence of :- )



SIGNED by the said )  
HENDRIK MANSVELT )  
as Trustee in the )  
presence of :- )



SIGNED by the said )  
SIMON SHERA )  
as Trustee in the )  
presence of :- )



Rajan  
Ran Ushik  
Hamed.



DATED: 20th July 1992

---

S. B. S.	
4780	6

D E E D

of

T R U S T

for

MORRIS HEY TRUST

---

SMART & BAYLEY & SHERA  
Solicitors  
HAWERA

113 Princes Street  
P O Box 443  
DX 14603  
Phone/Fax: (062) 84-055

---