

Dated this 27th day of January 1989.

Signed by the Attorney for Marac Finance Ltd. and Marac Corporation Ltd.

co2311

### Notice of Appointment of Receiver

In the matter of section 346 (1) of the Companies Act 1955, and in the matter of **Abbey's Garage Ltd.**:

Marac Finance Ltd. and Marac Corporation Ltd., with reference to Abbey's Garage Ltd., hereby gives notice that on the 27th day of January 1989, the bank appointed Richard Glen Sumpter and Victor Lawrence Baughen, chartered accountants, Sumpter and Baughen, 4 Vinery Lane, Whangarei, jointly and severally as receivers and managers of the property of this company under the powers contained in an instrument dated the 29th day of October 1984. The receivers and managers have been appointed in respect of all the company's undertaking and all its real and personal property and all its assets and effects, whatsoever and wheresoever, both present and future, including its uncalled and unpaid capital.

Dated this 27th day of January 1989.

Signed by the Attorney for Marac Finance Ltd. and Marac Corporation Ltd.

co2312

### Notice of Appointment of Receiver

In the matter of section 346 (1) of the Companies Act 1955, and in the matter of **Smith and Suckling Ltd.**:

Marac Finance Ltd. and Marac Corporation Ltd., with reference to Smith and Suckling Ltd., hereby gives notice that on the 27th day of January 1989, the bank appointed Richard Glen Sumpter and Victor Lawrence Baughen, chartered accountants, Sumpter and Baughen, 4 Vinery Lane, Whangarei, jointly and severally as receivers and managers of the property of this company under the powers contained in an instrument dated the 29th day of October 1984. The receivers and managers have been appointed in respect of all the company's undertaking and all its real and personal property and all its assets and effects, whatsoever and wheresoever, both present and future, including its uncalled and unpaid capital.

Dated this 27th day of January 1989.

Signed by the Attorney for Marac Finance Ltd. and Marac Corporation Ltd.

co2314

### Fletcher Challenge Ltd.

#### Notice of Meeting of Stockholders

This advertisement comprises a notice of meeting of stockholders which is given by Fletcher Challenge Ltd. to holders of bearer stock constituted by a debenture trust deed of Fletcher Challenge Ltd., dated 11 December 1981 (as amended). In the event that the extraordinary resolution to be proposed at the meeting is passed, all bearer stock constituted by the debenture trust deed will be subject to redemption on 27 February 1989.

Notice is hereby given that a meeting of the holders of stock of Fletcher Challenge Ltd. constituted by a certain debenture trust deed dated 11 December 1981 made between Fletcher Challenge Ltd., certain of its subsidiaries (therein referred to as the initial charging subsidiaries) and AMP Perpetual Trustee Company N.Z. Ltd. (the "trustee") (as amended) will be held at the Plaza International Hotel, Wellington, New Zealand on 24 February 1989 at 11 a.m. for the purpose of considering and (if thought fit) passing, as an extraordinary resolution, the resolution set out below, namely:

#### Form of Extraordinary Resolution

That this meeting of stockholders holding stock of Fletcher Challenge Ltd. (the "company") constituted by a certain debenture trust deed dated 11 December 1981 made between the company, certain of its subsidiaries (therein referred to as the initial charging subsidiaries) and AMP Perpetual Trustee Company N.Z. Ltd. (formerly called The Perpetual Trustee Estate and Agency Company of New Zealand Ltd.) as amended by deeds supplemental thereto dated 2 December 1982 and 18 August 1986 and including all deeds supplemental thereto under which certain subsidiaries of the company have been joined as charging subsidiaries and guaranteeing subsidiaries respectively (the "trust deed") hereby resolves, as an extraordinary resolution, as follows:

That:

1. With effect on and from the effective date (as defined in paragraph 5 of this resolution below) and notwithstanding the terms of issue of any stock or any provision of the trust deed, but subject to the conditions of paragraph 4 of this resolution:

(a) The company and each charging subsidiary and each guaranteeing subsidiary be released and discharged from their respective covenants, guarantees and other obligations in, under or arising out of the trust deed and in respect of the stock and other moneys or pursuant to any conditions of waivers or consents given by the trustee in relation to the trust deed;

(b) The charged assets of the company and the charging subsidiaries be released and discharged from the charges in favour of the trustee created by or pursuant to the trust deed as security for the payment of the stock and other moneys and any charge or other security interest collateral thereto;

(c) As evidence of, and in order to give effect to subparagraphs (a) and (b) of this paragraph 1, the trustee is hereby directed to:

(i) Execute and deliver to the company on the effective date a deed of release of the trust deed in (or to the effect of) the form tabled at the meeting and signed for the purposes of identification by the chairman of the meeting and comply with its obligations under such deed of release; and

(ii) Take, or procure the taking of, all necessary action to cancel all stock, including:

(1) The making of such entries in the Register of Registered Stockholders and the record of Bearer Stock as are necessary to remove therefrom the names of all holders of stock entered therein;

(2) The enfacing of each stock certificate surrendered by the holder to the trustee for cancellation as "cancelled" and delivery of each such stock certificate, as so enfaced, to the company; and

(iii) Execute and deliver to the company all such releases, transfers, assignments and other documents, and do all such acts and things in respect of the deed of release and the transactions evidenced or contemplated by the deed of release, as may be necessary to secure to the company, for itself and in respect of the charging subsidiaries and guaranteeing subsidiaries, the full benefit of its and their respective rights under the deed of release; and

(d) Following the execution and delivery of the deed of release, the trustee shall be released and discharged from its obligations in, under or arising out of the trust deed and the stock:

2. With immediate effect, the terms and conditions of issue of all stock, other than security stock ("ordinary stock") which is unmatured at the date of this resolution be amended by the addition to such terms and conditions of the following condition:

"That, notwithstanding the conditions of issue of this or any