

**Dated**

*16 December 2008*

2008

**NGĀTI MĀKINO HERITAGE TRUST**

and

**HER MAJESTY THE QUEEN**

in right of New Zealand

**DEED OF ENDOWMENT ON  
SEPARATE SPECIFIC TRUST**

Date: December 2008

## **PARTIES**

Ngāti Mākino Heritage Trust (the "**Trust**")

Her Majesty the Queen in right of New Zealand (the "**Crown**")

## **BACKGROUND**

- A. Under an Agreement in Principle for the Settlement of the Historical Claims of Ngāti Mākino dated 16 October 2008 (the "**Agreement**") the Crown agreed to settle upon the Trust:
1. the sum of \$1,000,000 for the purpose of restoring and revitalising six marae in the Ngāti Mākino rohe (for the benefit of all Ngāti Mākino) (the "**Marae Endowment**"); and
  2. the sum of \$500,000 for the purpose of identifying and remedying the social service needs of Ngāti Mākino (the "**Social Endowment**");
- (together the "**Endowments**").
- B. The particular terms of each Endowment are as set out in the Agreement and reflected in this deed.
- C. It was a condition of the Agreement, before the Crown settle the Endowments, that the Trust register with the Charities Commission as a charitable entity. The Trust is now registered with the Charities Commission.
- D. Each Endowment is to be settled on the Trust and is to be held by it on separate specific trust, but otherwise in accordance with the terms of the trust deed for the Trust.
- E. The parties have agreed to enter into this deed to confirm the separate specific trusts on which the Endowments are made.

## **TERMS OF THIS DEED**

1. The Trustees agree to accept the Endowments in accordance with the Agreement and to hold the Endowments once received on separate specific trust on the terms set out in the Agreement and reflected in this deed.

### **Marae Endowment**

2. The Trustees agree to receive and hold the Marae Endowment, together with the income thereon, on separate specific trust (but otherwise in accordance with the terms of the Trust) for the following purposes:

*To restore and revitalise six marae in the Ngāti Mākino rohe (for the benefit of Ngāti Mākino), they being:*

- a) *Otamarakau;*
- b) *Tapuaeharuru;*

- c) *Pukehina;*
- d) *Houmaitawhiti;*
- e) *Hinekura; and*
- f) *Te Awhe.*

### **Social Endowment**

3. The Trustees agree to receive and hold the Social Endowment, together with the income thereon, on separate specific trust (but otherwise in accordance with the terms of the Trust) for the following purpose:

*To identify and remedy the social services needs of Ngāti Mākino.*

4. Without limiting the generality of the foregoing, the Trustees agree that, to achieve the purpose referred to in clause 3 of this deed, the Trust may (without limitation) apply the Social Endowment, together with the income thereon, to employ a Whole of Government Facilitator, to:
  - 4.1 co-ordinate Ngāti Mākino's participation in any assessment of the priorities and strengths and gaps in the delivery of social services to Ngāti Mākino;
  - 4.2 facilitate Ngāti Mākino's interactions with government agencies generally; and
  - 4.3 seek targeted funding assistance for priority social service needs on behalf of Ngāti Mākino.

### **General Matters**

5. The Trustees in accepting the Endowments must keep each Endowment and any income derived from that particular Endowment separate from the general assets of the Trust Fund (and separate from each other), and administer each Endowment as a separate specific trust.
6. The Trustees shall not use the assets of either Endowment to make good any deficit, loss, damage or breach of trust relating to the general assets of the Trust Fund (or to each other) or any other separate specific trust. Similarly, the Trustees shall not use the general assets of the Trust Fund to make good any deficit, loss, damage or breach of trust relating to the particular Endowment.
7. The Endowments shall each bear their own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the general purposes of the Trust.
8. On the winding up of the Trust, any funds which comprise Endowment funds and any income derived from the Endowments (after the payments of all costs, debts and liabilities properly attributable to each Endowment) shall be paid, applied or appropriated to some other charitable organisation or organisations that further the interests of Ngāti Mākino such similar charitable purposes as the separate specific trusts on which the Endowments are held under this deed.

EXECUTED as a DEED for and on behalf )  
of the CROWN )  
)

C. J. Finlayson  
Signature

Hon Christopher Finlayson, Minister of  
Treaty of Waitangi Negotiations

in the presence of

[Handwritten Signature]  
Witness signature

JOHN HARBORD  
Full name

129 Glenmore St, Wellington  
Address

Ministerial Advisor  
Occupation

EXECUTED as a DEED under the name )  
and seal of the NGATI MĀKINO )  
HERITAGE TRUST )



[Handwritten Signature]  
Signature

in the presence of

[Handwritten Signature]  
Witness signature

[Handwritten Signature]  
Signature

Jimi McLEAD  
Full name

12 TIKITA STR ROTORUA  
Address

PROJECT MANAGER.  
Occupation