

Dated

22 JUNE

2009

WAITAHA RAUPATU TRUST

and

HER MAJESTY THE QUEEN
in right of New Zealand

**DEED OF ENDOWMENT ON
SEPARATE SPECIFIC TRUST**

Date: June 2009

PARTIES

Waitaha Raupatu Trust (the "**Trust**")

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

BACKGROUND

- A. The Trust and the Crown have signed an Agreement in Principle for the Settlement of the Historical Claims of Waitaha dated 16 October 2008 (the "**Agreement**"). Clause 28 of the Agreement provides, inter alia, that the Crown will pay \$300,000.00 to the Governance Entity on the Settlement Date to commission a history to document fully the story of Waitaha and Hakaraia.
- B. The Trust and the Crown have now agreed that the funding in clause 28 of the Agreement will be released to the Trust, prior to the Settlement Date. The Crown therefore agrees to settle upon the Trust the sum of \$300,000.00 for the Trust to commission a history to document fully the story of Waitaha and Hakaraia (the "**History Endowment**").
- C. The particular terms of the History Endowment is as set out in this Deed.
- D. The History Endowment is to be settled on the Trust and 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 trust on which the History Endowment is made.

TERMS OF THIS DEED

- 1. The Trustees agree to accept the History Endowment and to hold the same once received on separate specific trust on the terms set out in this Deed.
- 2. The Trustees agree to receive and hold the History Endowment, together with the income thereon, on separate specific trust (but otherwise in accordance with the terms of the trust deed) for the following purpose:

to commission a history to document fully the story of Waitaha and of Hakaraia.
- 3. The Trustees in accepting the History Endowment must keep it and any income derived from it separate from the general assets of the Trust Fund, and administer it as a separate specific trust.
- 4. The Trustees shall not use the assets of the History Endowment to make good any deficit, loss, damage or breach of trust relating to the general assets of the Trust Fund 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 History Endowment.

5. The History Endowment shall each bear its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the general purposes of the Trust.
6. On the winding up of the Trust, any funds which comprise History Endowment funds and any income derived from the History Endowment (after the payments of all costs, debts and liabilities properly attributable to the History Endowment) shall be paid, applied or appropriated to some other charitable organisation or organisations that further the interests of Waitaha for such similar charitable purposes as the separate specific trusts on which the History Endowment is held under this Deed.

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

C. F. Finlayson
Signature

Hon Christopher Finlayson, Minister of Treaty of Waitangi Negotiations

in the presence of

Manalyn Sheer
Witness signature

KANWAL JIT SINGH
Full name

Parliament Bldg Wellington
Address

Member of Parliament
Occupation

EXECUTED as a DEED under the name and seal of the WAITAHA RAUPATU TRUST)

I. Koro
Signature

in the presence of

J. Mahell
Witness signature

L. Whare
Signature

MARU HAREPO Joseph Tapsell
Full name

465 Matahihi Rd, Tauranga
Address

RETIRED
Occupation



WAITAHA RAUPATU TRUST

COPY FOR YOUR
INFORMATION

(the "Trust")

Written resolution of the trustees of the Trust (the "Trust Board")

Date: 22 JUNE 2009

Introduction

1. Under an Agreement in Principle for the Settlement of the Historical Claims of Waitaha dated 16 October 2008 (the "Agreement") the Crown agreed to settle upon the Trust:
 - (a) the sum of \$300,000 for the purpose of commissioning a history to document fully the story of Waitaha and Hakaraia (the "History Endowment").
2. The Trust Board wishes to enter into a deed with the Crown, the Deed of Endowment on Separate Specific Trust (the "Deed of Endowment"), to give effect to the settlement of the Endowment.
3. The Trust Board wishes to authorise two of its members to affix the seal of the Trust Board to the Deed of Endowment.

Resolution

4. The Trust Board resolves:
 - 4.1 in accordance with clause 9.2(b) and (c) of the Trust Deed to accept the Endowment on separate specific trust on the terms set out in the Agreement and reflected in the Deed of Endowment, but otherwise in accordance with the terms of the Trust;
 - 4.2 in accordance with clause 9.2(l) of the Trust Deed to enter into the Deed of Endowment with the Crown in the form annexed to these resolutions;
 - 4.3 in accordance with clause 12 of the Trust Deed to authorise any two of the members of the Trust Board to affix the seal of the Trust to the Deed of Endowment and to witness the affixing of the seal.

Signed by and for the Trust Board

J. [Signature]
[Signature]
[Signature]
[Signature]

T. T. TE AMO.
CAROL WARRER
RETIMANA TE MONI
Kevin TAMIHANA
SHAUN PCTAKA