

**WAITAHA**  
**and**  
**THE TRUSTEES OF TE KAPU O WAITAHA**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT:**  
**ATTACHMENTS**

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ATTACHMENTS

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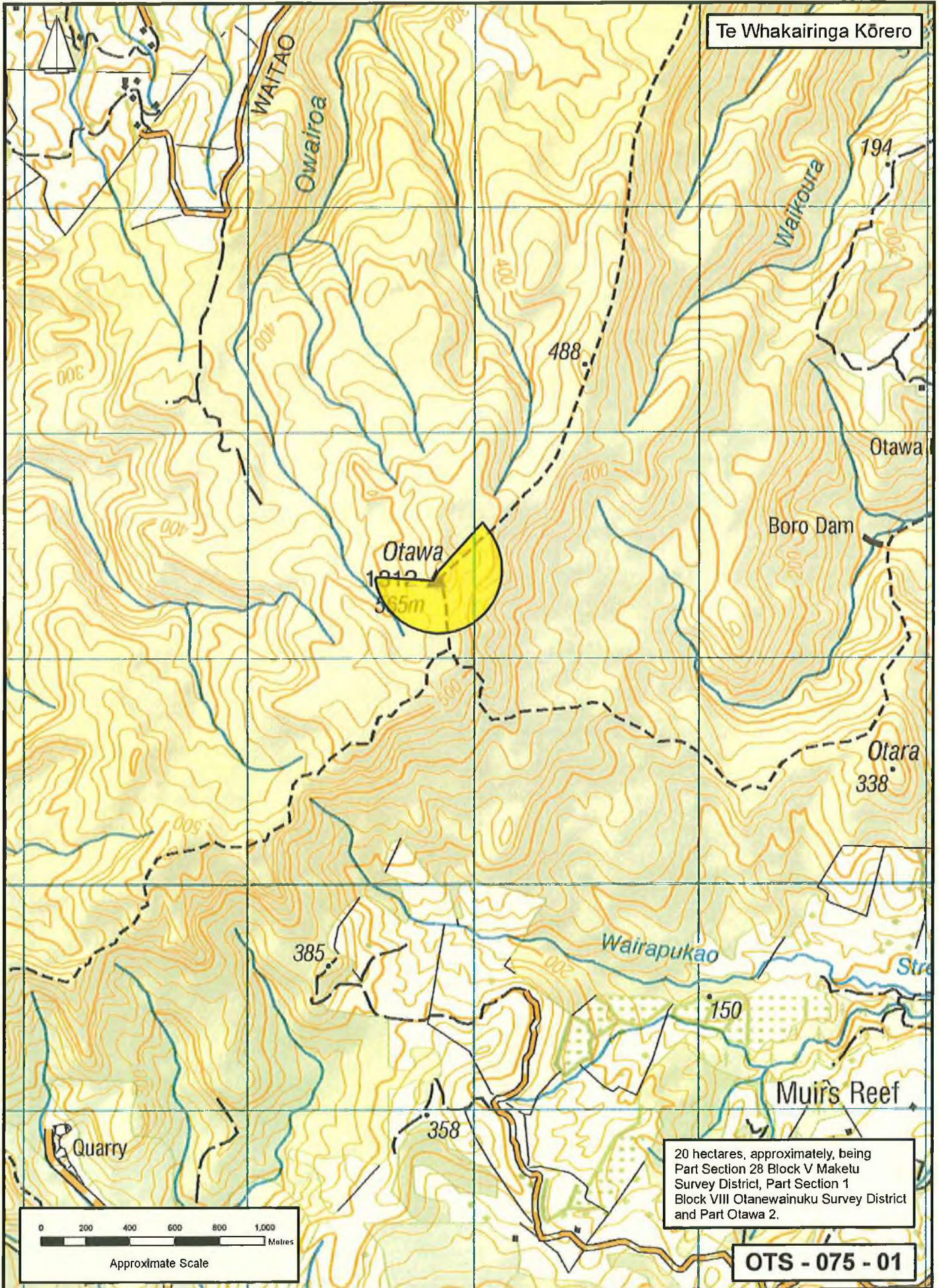
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ATTACHMENTS

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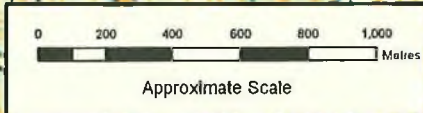
2 DEED PLANS



Te Whakairinga Kōrero

20 hectares, approximately, being  
 Part Section 28 Block V Maketu  
 Survey District, Part Section 1  
 Block VIII Otanewainuku Survey District  
 and Part Otawa 2.

OTS - 075 - 01



South Auckland  
 Land District  
 Territorial Authority:  
 Western Bay of Plenty District  
 Compiled as a graphic  
 representation. Boundaries  
 are indicative only

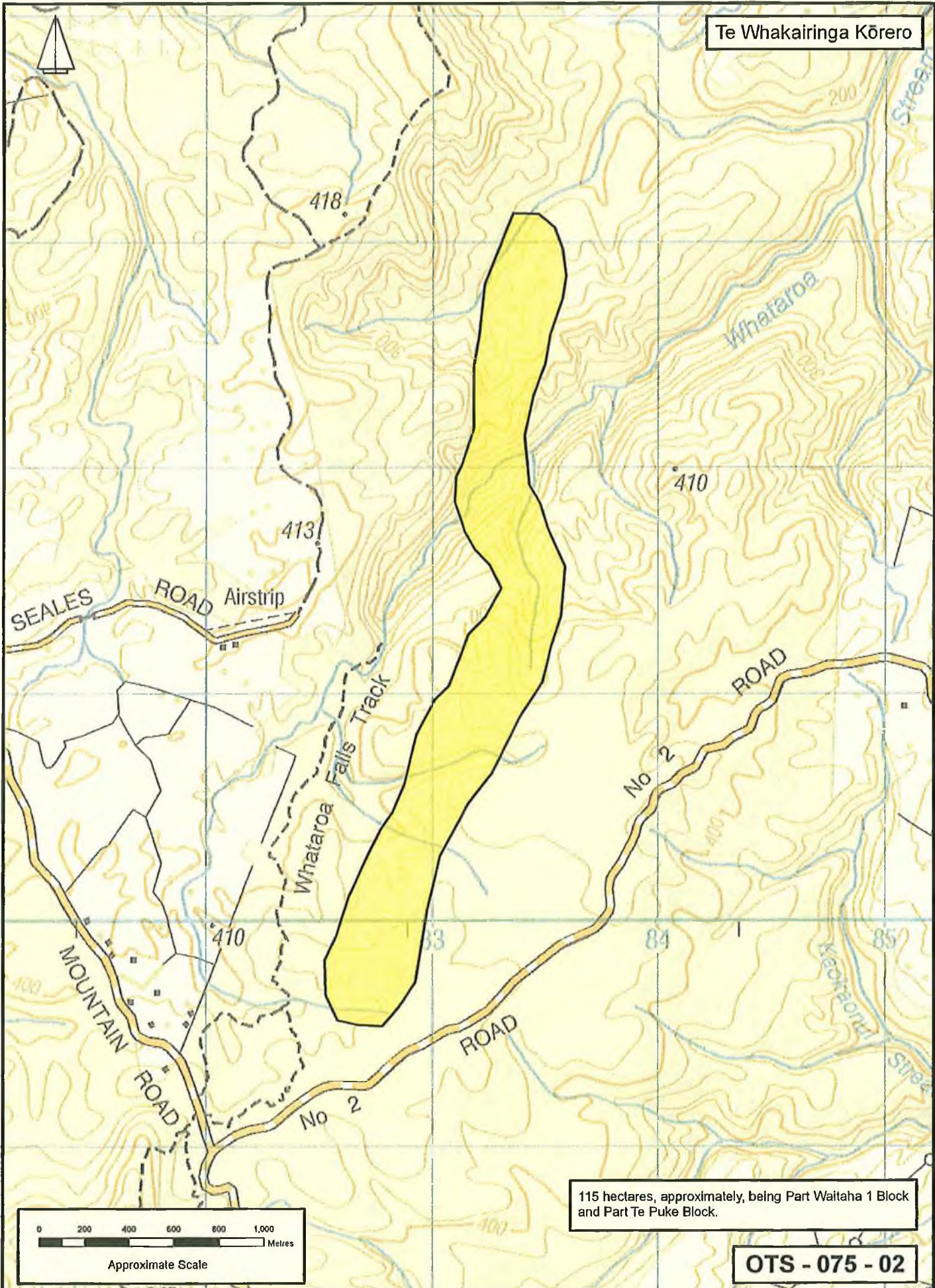
### Ōtawa

Areas referred to in the deed of settlement between  
 Waitaha and the Crown

Approved as to boundaries:  
 for Waitaha  
*G. McKee* 12.9.11  
 for and on behalf of the Crown


UE

Te Whakairinga Kōrero



115 hectares, approximately, being Part Waitaha 1 Block and Part Te Puke Block.

OTS - 075 - 02


 South Auckland  
 Land District  
 Territorial Authority  
 Western Bay of Plenty District  
 Compiled as a graphic  
 representation. Boundaries  
 are indicative only

### Te Ara a Hei

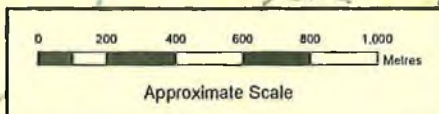
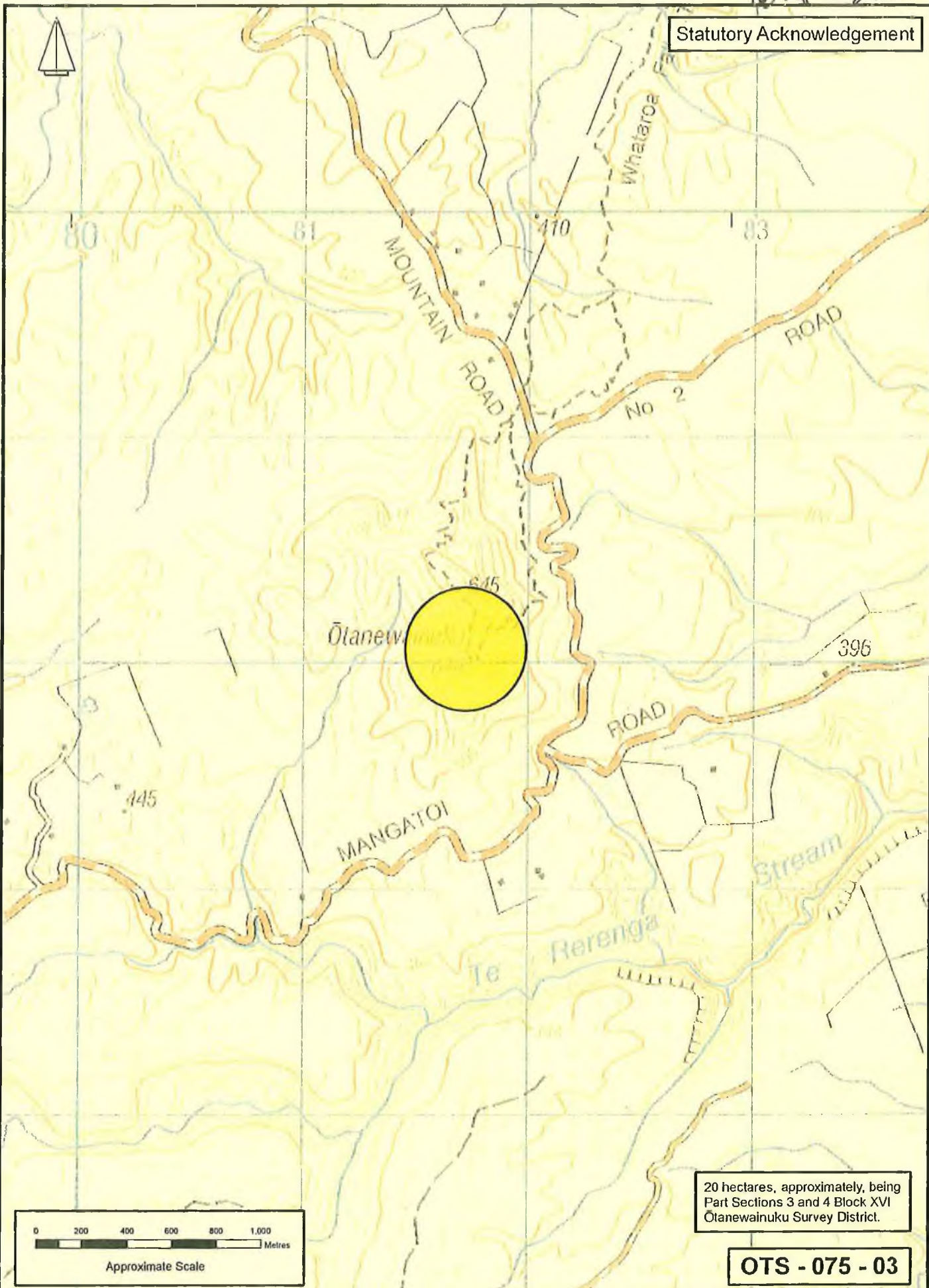
Areas referred to in the deed of settlement between Waitaha and the Crown

Approved as to boundaries:  
 for Waitaha  
 for and on behalf of the Crown

*Handwritten signature*


Wai MA su

Statutory Acknowledgement




20 hectares, approximately, being Part Sections 3 and 4 Block XVI Otanewainuku Survey District.

**OTS - 075 - 03**


 South Auckland  
 Land District  
 Territorial Authority:  
 Western Bay of Plenty District  
 Compiled as a graphic  
 representation. Boundaries  
 are indicative only

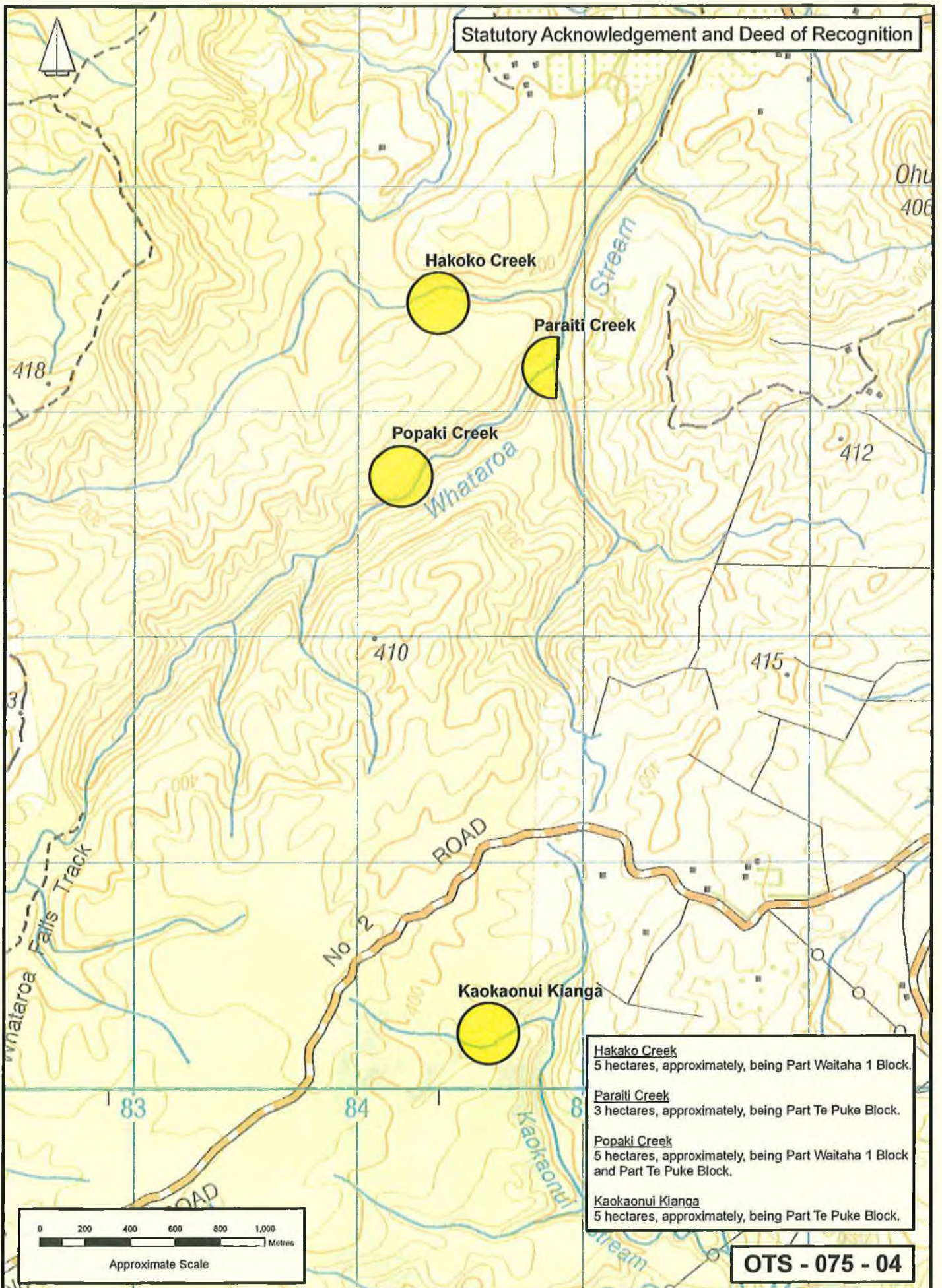
### Otanewainuku

Areas referred to in the deed of settlement between Waitaha and the Crown

Approved as to boundaries:  
 for Waitaha  
  
 for and on behalf of the Crown 13.7.20


Ue

Statutory Acknowledgement and Deed of Recognition



- Hakoko Creek**  
5 hectares, approximately, being Part Waitaha 1 Block.
- Paraiti Creek**  
3 hectares, approximately, being Part Te Puke Block.
- Popaki Creek**  
5 hectares, approximately, being Part Waitaha 1 Block and Part Te Puke Block.
- Kaokaonui Kianga**  
5 hectares, approximately, being Part Te Puke Block.

**OTS - 075 - 04**


 South Auckland  
 Land District  
 Territorial Authority  
 Western Bay of Plenty District  
 Compiled as a graphic  
 representation. Boundaries  
 are indicative only

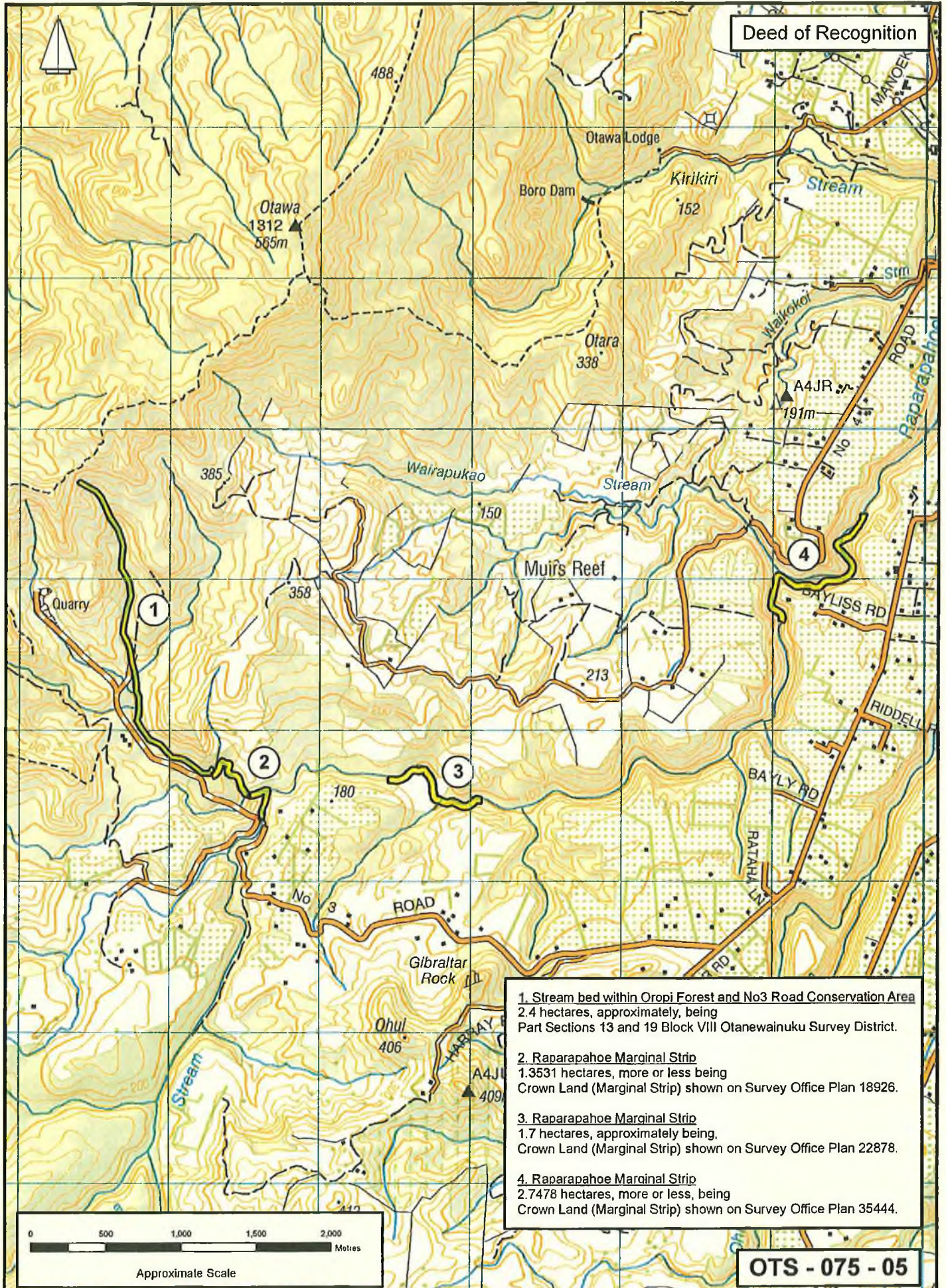
**Ōtanewainuku Forest**  
 Areas referred to in the deed of settlement between  
 Waitaha and the Crown

Approved as to boundaries:  
 for Waitaha  
*G. McKee* 12.9.11  
 for and on behalf of the Crown

*Jan*

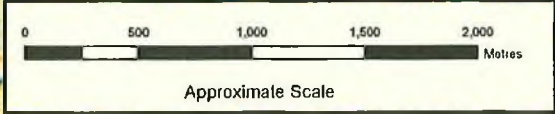


WE




Deed of Recognition

- 1. Stream bed within Oropi Forest and No3 Road Conservation Area 2.4 hectares, approximately, being Part Sections 13 and 19 Block VIII Otanewainuku Survey District.
- 2. Raparapahoe Marginal Strip 1.3531 hectares, more or less being Crown Land (Marginal Strip) shown on Survey Office Plan 18926.
- 3. Raparapahoe Marginal Strip 1.7 hectares, approximately being Crown Land (Marginal Strip) shown on Survey Office Plan 22878.
- 4. Raparapahoe Marginal Strip 2.7478 hectares, more or less, being Crown Land (Marginal Strip) shown on Survey Office Plan 35444.



OTS - 075 - 05


 South Auckland Land District  
 Territorial Authority:  
 Western Bay of Plenty District  
 Compiled as a graphic representation. Boundaries are indicative only

**Te Raparapa-a-Hoe**  
 Areas referred to in the deed of settlement between  
 Waitaha and the Crown

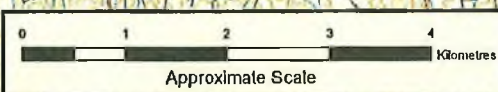
Approved as to boundaries:  
 for Waitaha .....  
*J. McKee* 12.9.11  
 for and on behalf of the Crown

WC

Statutory Acknowledgement

Confluence with Waiorohi Stream

Source of River



OTS - 075 - 06



South Auckland  
Land District  
Territorial Authority:  
Tauranga City &  
Western Bay of Plenty District  
Compiled as a graphic  
representation. Boundaries  
are indicative only

### Waimapu River

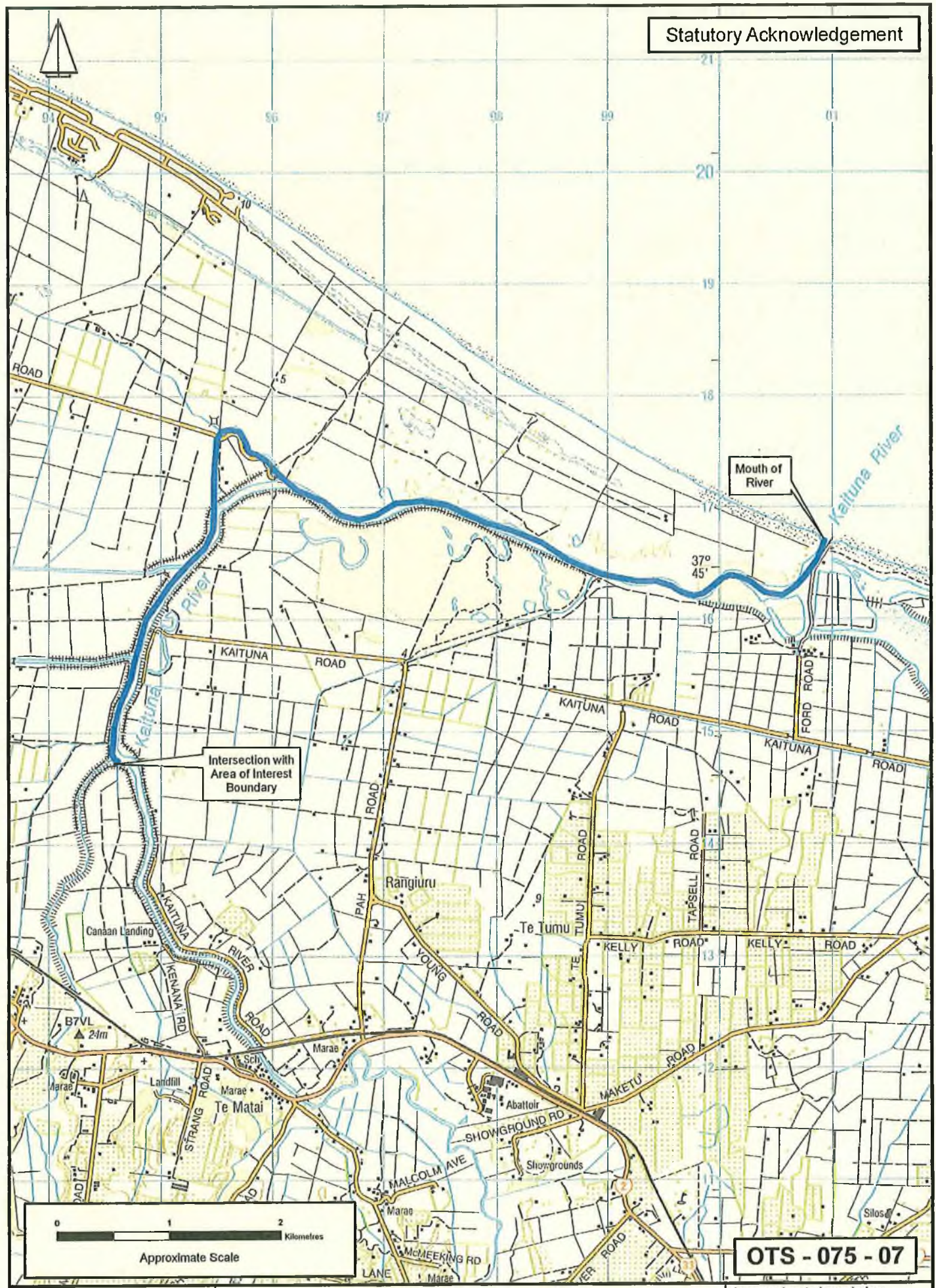
Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:  
for Waitaha  
for and on behalf of the Crown

19/11/11

ut

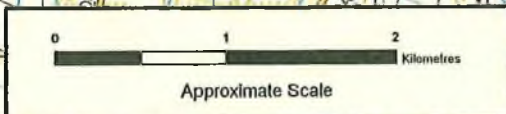
Statutory Acknowledgement




Intersection with Area of Interest Boundary

Mouth of River

OTS - 075 - 07




 South Auckland Land District  
 Territorial Authority: Western Bay of Plenty District  
 Compiled as a graphic representation. Boundaries are indicative only

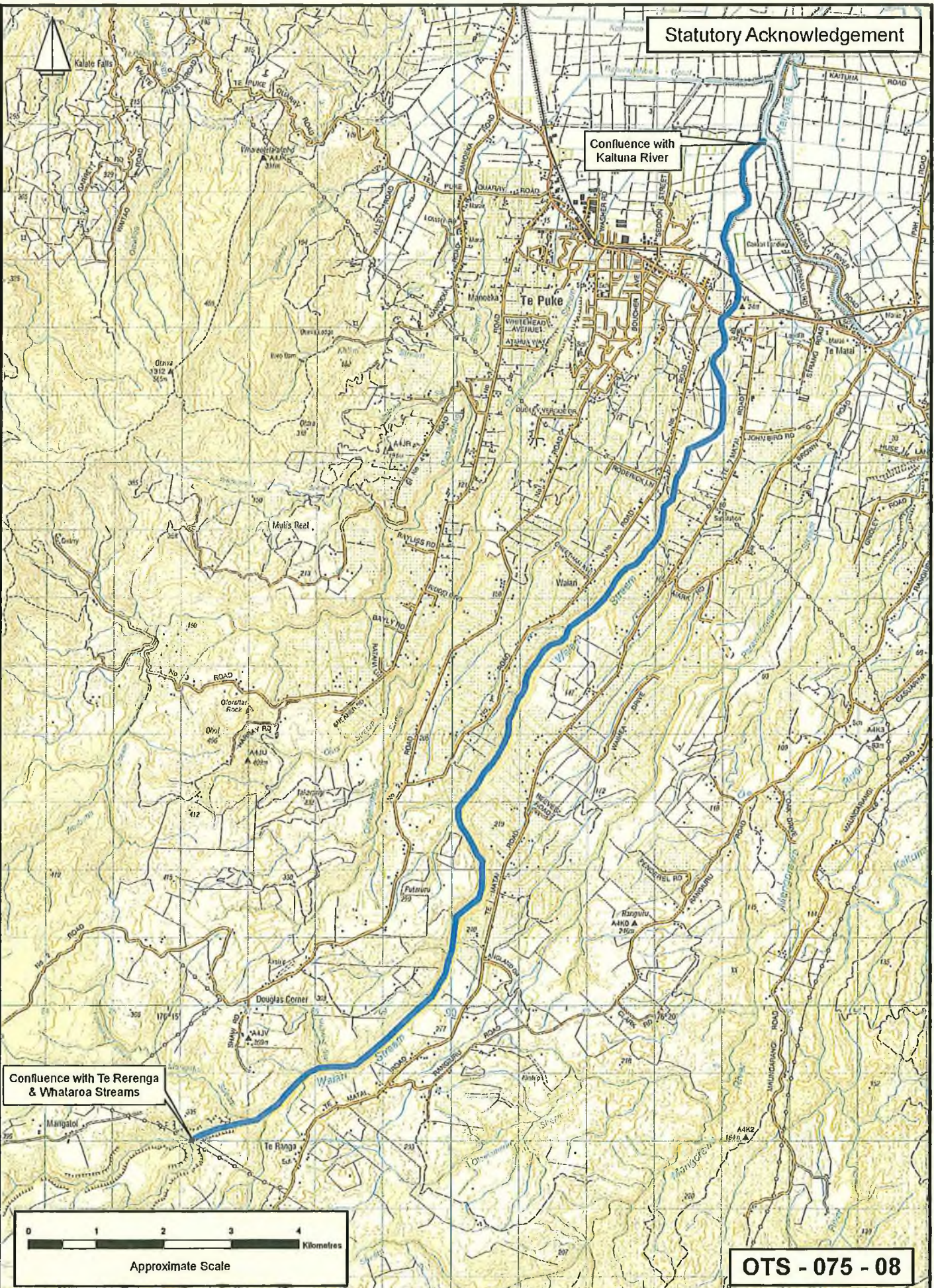
Part of Kaituna River

Areas referred to in the deed of settlement between Waitaha and the Crown

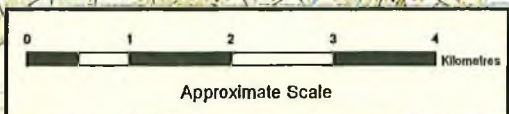
Approved as to boundaries:  
 for Waitaha  
 for and on behalf of the Crown

Statutory Acknowledgement

Confluence with Kaituna River



Confluence with Te Rerenga & Whataroa Streams



OTS - 075 - 08



South Auckland  
Land District  
Territorial Authority  
Western Bay of Plenty District  
Compiled as a graphic  
representation. Boundaries  
are Indicative only

### Waiari Stream

Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:  
for Waitaha  
for and on behalf of the Crown

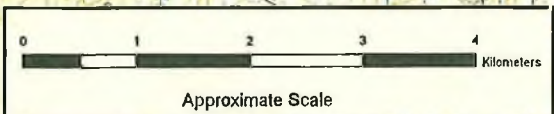
UC

Statutory Acknowledgement

Confluence with Kaituna River

Source of Stream

Te Puke



OTS - 075 - 09



South Auckland  
Land District  
Territorial Authority  
Western Bay of Plenty District  
Compiled as a graphic  
representation. Boundaries  
are Indicative only

### Te Raparapa-ā-Hoe Stream

Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:  
for Waitaha  
for and on behalf of the Crown

we

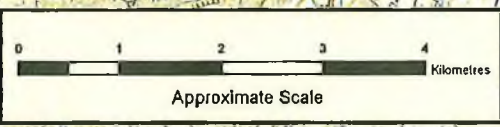
Statutory Acknowledgement

Confluence with  
Kaituna River

Te Puke

Source of Stream

Douglas Corner



OTS - 075 - 10



South Auckland  
Land District  
Territorial Authority:  
Western Bay of Plenty District  
Compiled as a graphic  
representation. Boundaries  
are indicative only

### Ohineangaanga Stream

Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:

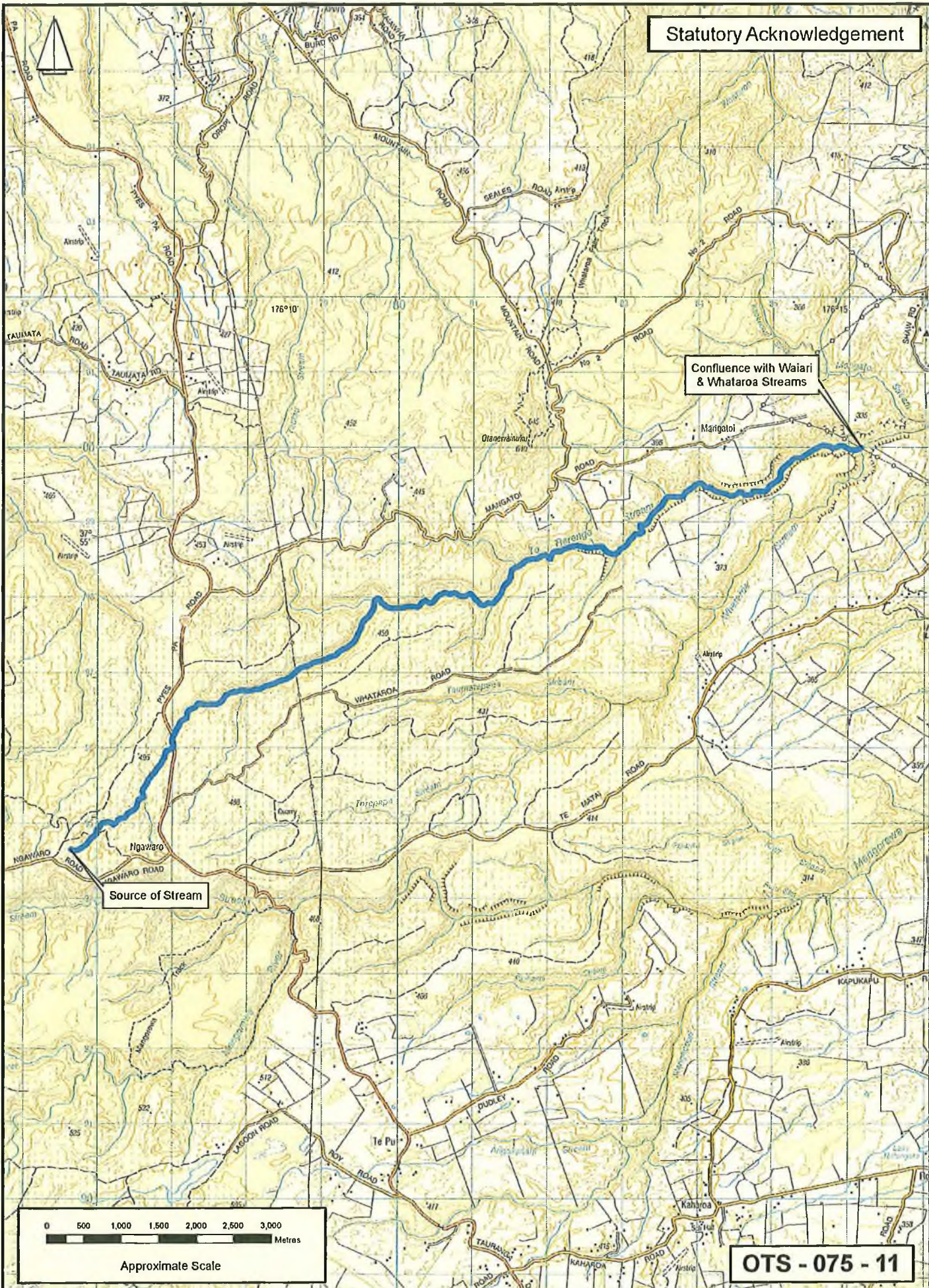
for Waitaha

for and on behalf of the Crown

*[Handwritten signature]*

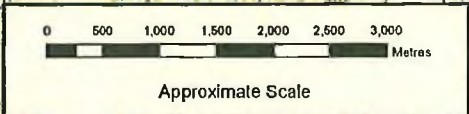
UE

Statutory Acknowledgement



Confluence with Waiari & Whataroa Streams

Source of Stream



OTS - 075 - 11



South Auckland  
Land District  
Territorial Authority:  
Western Bay of Plenty District  
Compiled as a graphic  
representation. Boundaries  
are Indicative only

### Te Rerenga Stream

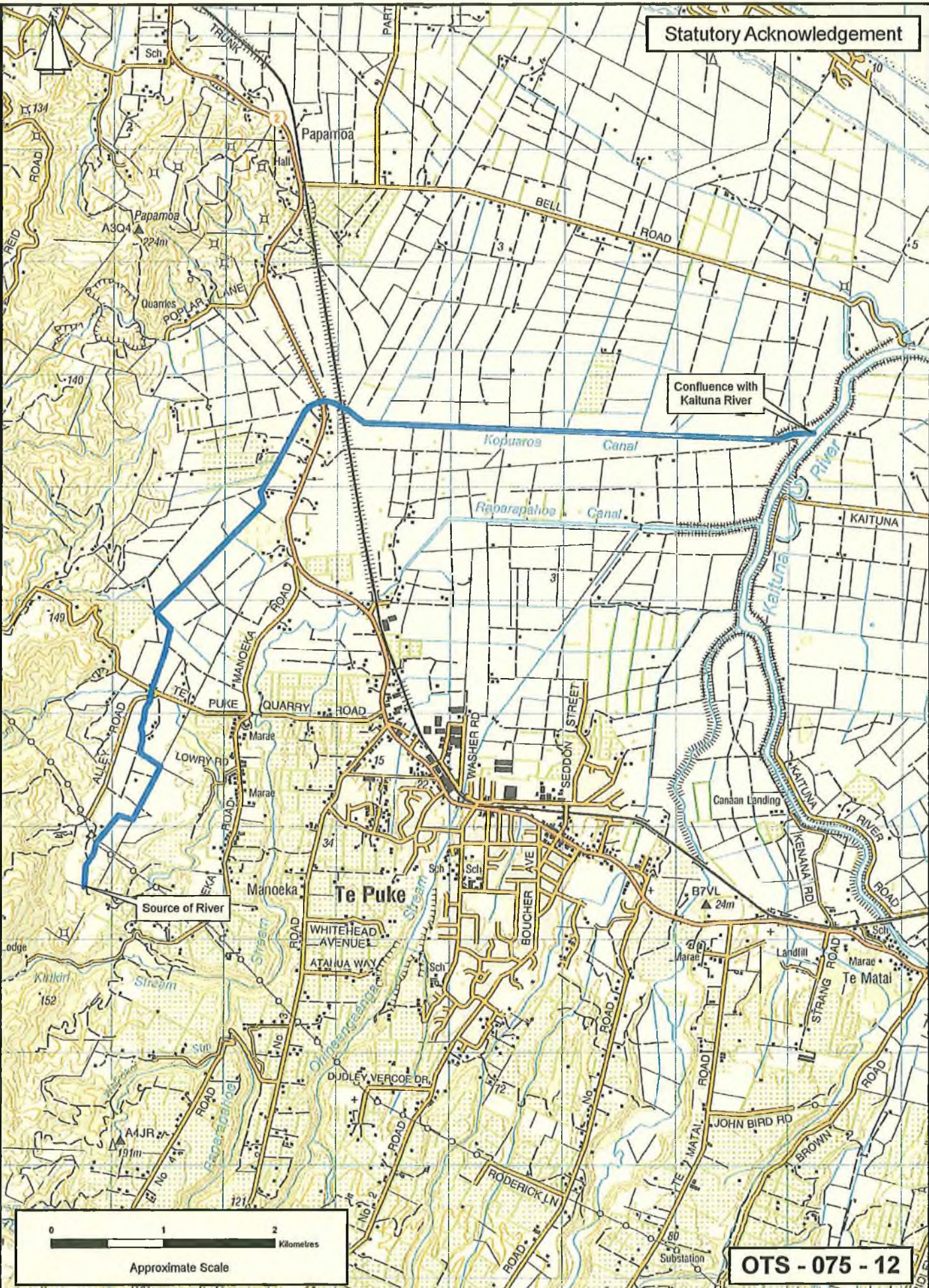
Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:  
for Waitaha  
for and on behalf of the Crown

*[Handwritten signature]*  
14/09/11

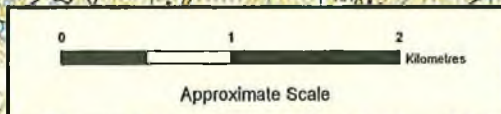
UE

Statutory Acknowledgement



Confluence with Kaituna River

Source of River



OTS - 075 - 12



South Auckland  
Land District  
Territorial Authority:  
Western Bay of Plenty District  
Compiled as a graphic  
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are indicative only

### Te Kopuaroa River

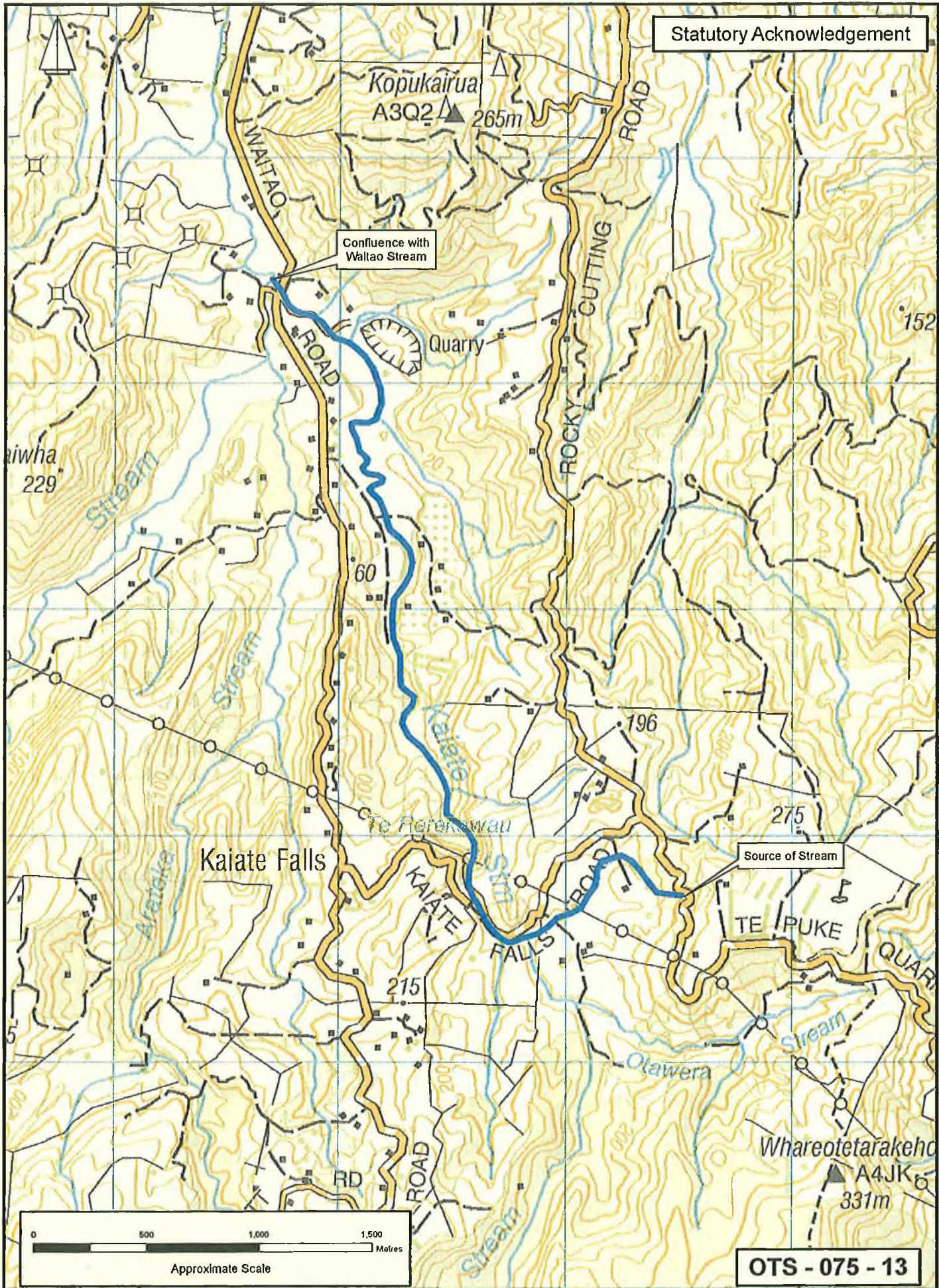
Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:  
for Waitaha  
for and on behalf of the Crown



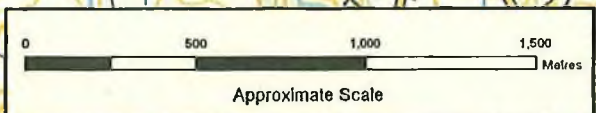
W

Statutory Acknowledgement



Confluence with Waiata Stream

Source of Stream



OTS - 075 - 13



South Auckland  
Land District  
Territorial Authority:  
Western Bay of Plenty District  
Compiled as a graphic  
representation. Boundaries  
are indicative only

### Kaiate Stream

Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:  
for Waitaha  
for and on behalf of the Crown


*[Handwritten signatures]*

we

Statutory Acknowledgement



OTS - 075 - 14


 South Auckland  
 Land District  
 Territorial Authority:  
 Tauranga City  
 Compiled as a graphic  
 representation. Boundaries  
 are Indicative only

### Wairakei Stream

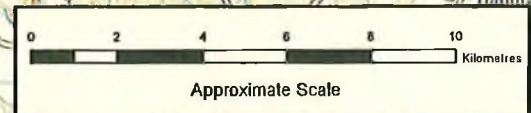
Areas referred to in the deed of settlement between Waitaha and the Crown

Approved as to boundaries:  
 for Waitaha  
 for and on behalf of the Crown


Handwritten initials or signature at the bottom right corner.

we

Statutory Acknowledgement



OTS - 075 - 15

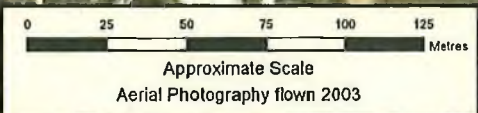
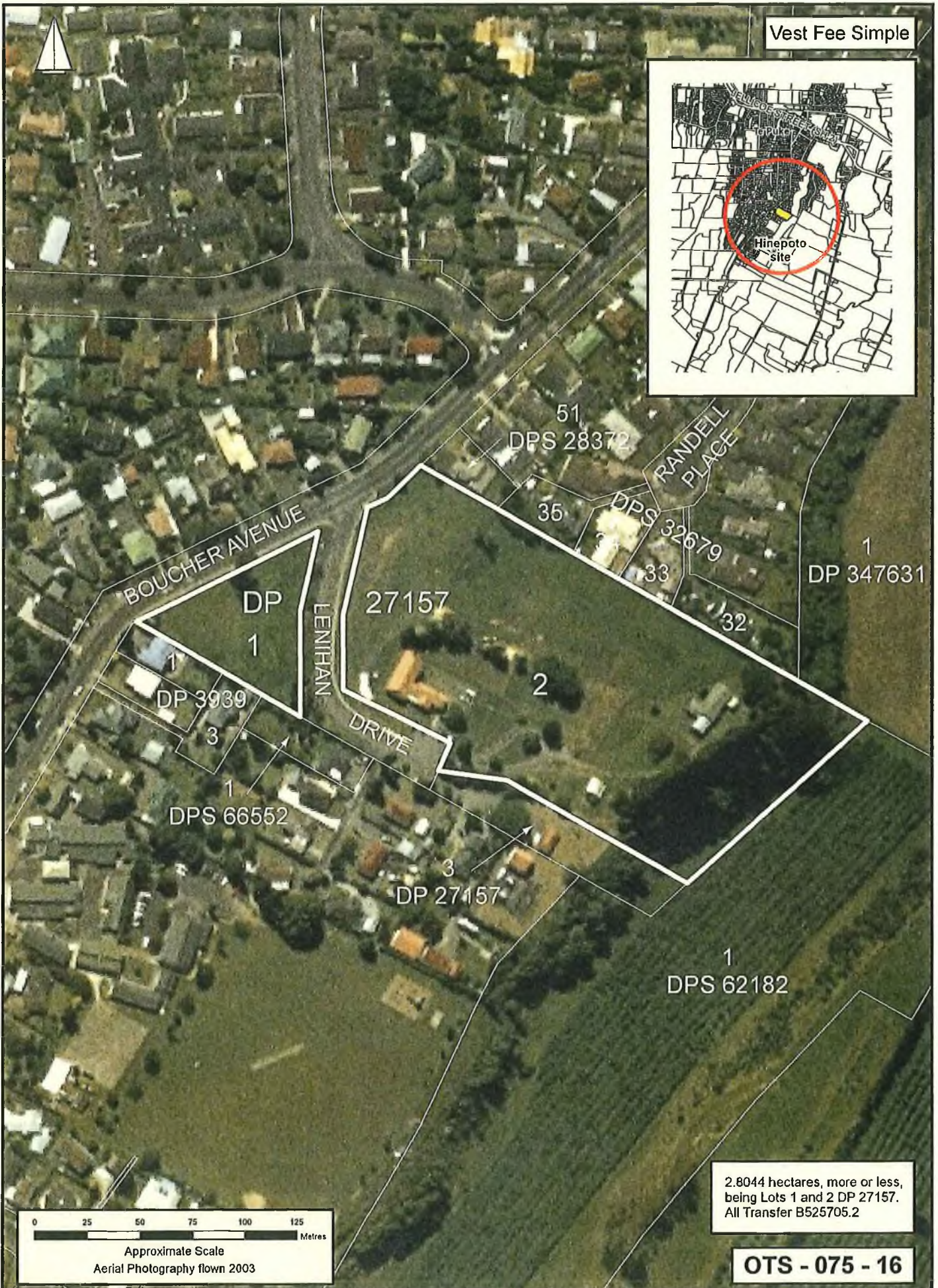

 South Auckland  
 Land District  
 Territorial Authority:  
 Tauranga City and  
 Western Bay of Plenty District  
 Compiled as a graphic  
 representation. Boundaries  
 are indicative only

Coastal Marine Area

Areas referred to in the deed of settlement between Waitaha and the Crown


Approved as to boundaries:  
 for Waitaha  
 for and on behalf of the Crown

Vest Fee Simple



2.8044 hectares, more or less,  
 being Lots 1 and 2 DP 27157.  
 All Transfer B525705.2

**OTS - 075 - 16**



South Auckland  
 Land District  
 Territorial Authority:  
 Western Bay of Plenty District  
 Compiled as a graphic  
 representation. Boundaries  
 are indicative only

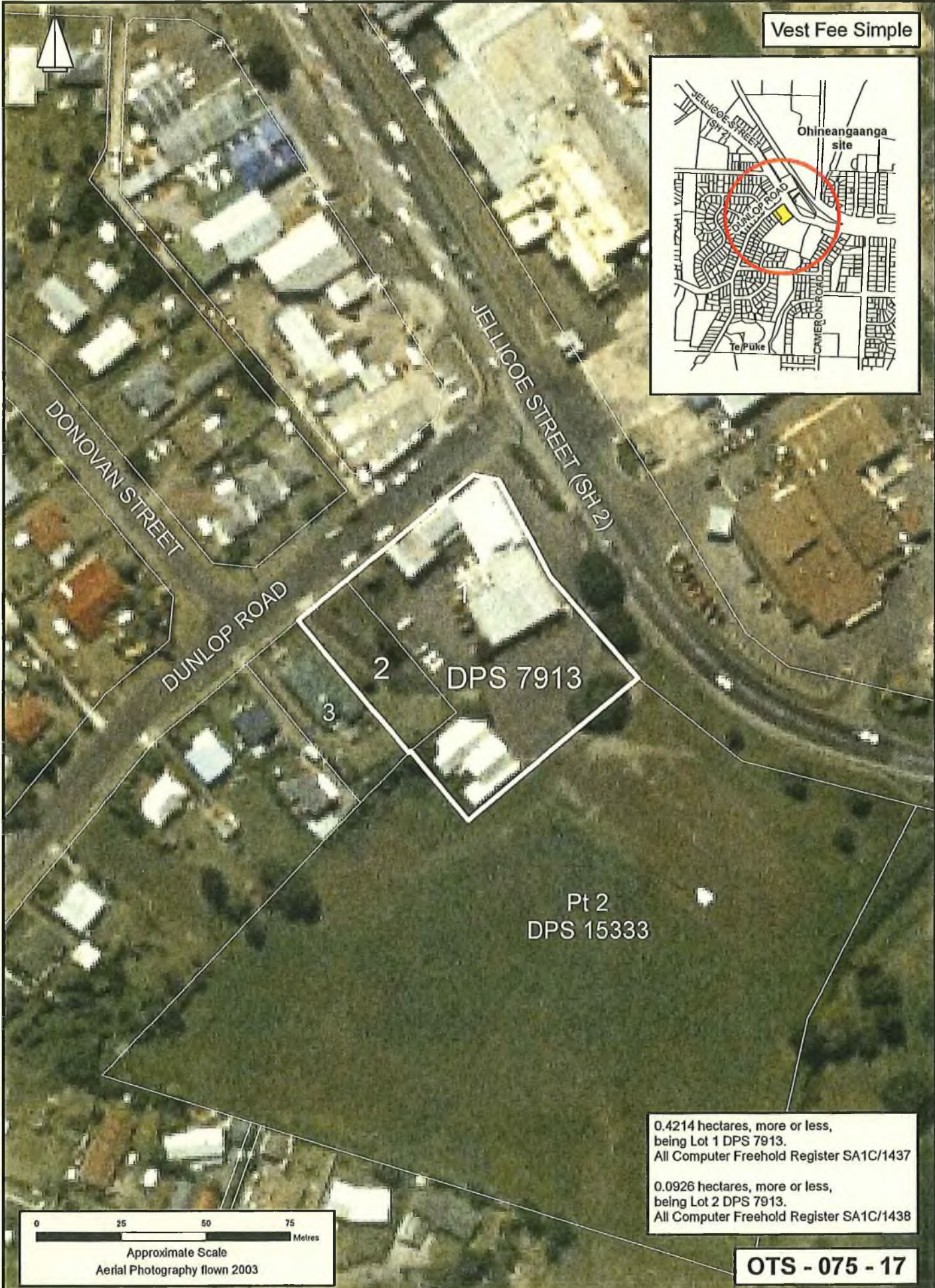
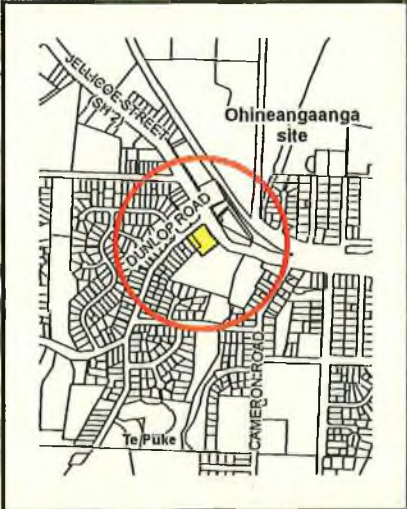
**Hinepoto site**

Areas referred to in the deed of settlement between  
 Waitaha and the Crown

Approved as to boundaries:  
 \_\_\_\_\_  
 for Waitaha  
 \_\_\_\_\_  
 for and on behalf of the Crown

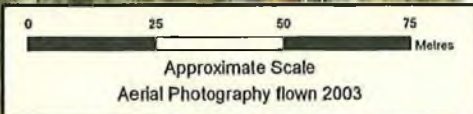
Wt

Vest Fee Simple

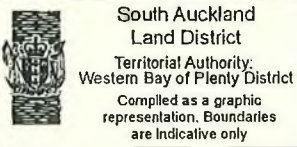


0.4214 hectares, more or less,  
being Lot 1 DPS 7913.  
All Computer Freehold Register SA1C/1437

0.0926 hectares, more or less,  
being Lot 2 DPS 7913.  
All Computer Freehold Register SA1C/1438



OTS - 075 - 17



### Ohineangaanga site

Areas referred to in the deed of settlement between Waitaha and the Crown

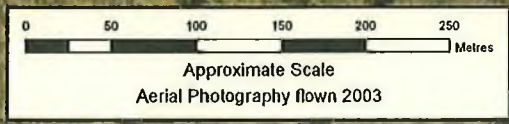
Approved as to boundaries:  
.....  
for Waitaha  
.....  
for and on behalf of the Crown

Vest Fee Simple



**Whitikiore**  
10.5 hectares, approximately, being Part Lot 2 DPS 24826.  
Part Computer Freehold Register SA23A/1366.  
Subject to survey.

**Te Haehae**  
2.25 hectares, approximately, being Part Lot 2 DPS 24826.  
Part Computer Freehold Register SA23A/1366.  
Subject to survey.



**OTS - 075 - 18**



South Auckland  
Land District  
Territorial Authority:  
Tauranga City  
Compiled as a graphic  
representation. Boundaries  
are indicative only

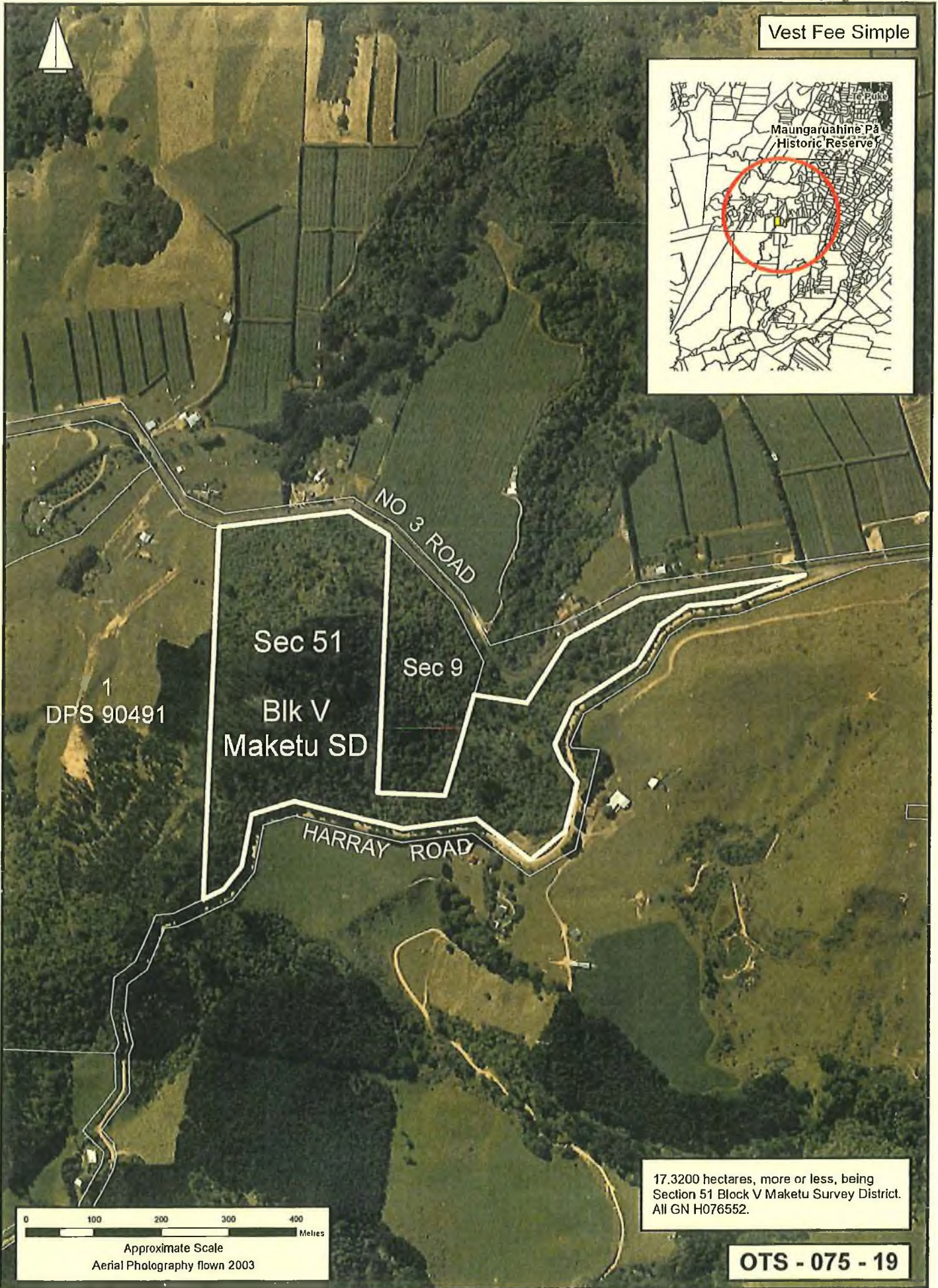
### Te Houhou

Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:  
.....  
for Waitaha  
.....  
for and on behalf of the Crown

AA WE

Vest Fee Simple



South Auckland  
Land District  
Territorial Authority:  
Western Bay of Plenty District  
Compiled as a graphic  
representation. Boundaries  
are Indicative only

### Maungaruahine Pā Historic Reserve

Areas referred to in the deed of settlement between  
Waitaha and the Crown

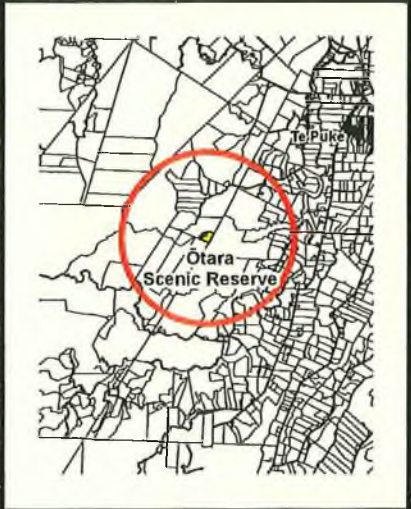
Approved as to boundaries:

for Waitaha  
*[Signature]* 13.7.20  
for and on behalf of the Crown

AA

WE

Vest Fee Simple



MANOEKA ROAD

Sec 14  
Blk I  
Maketu SD

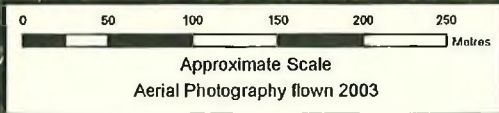
1  
DPS 73935

Pt Waitaha 1B2

Pt Waitaha 1B3

Pt Waitaha 1B3

5,0000 hectares, approximately, being  
Part Section 14 Block I Maketu Survey District.  
Part Proclamation 10017.  
Subject to survey.



OTS - 075 - 20



South Auckland  
Land District  
Territorial Authority:  
Western Bay of Plenty District  
Compiled as a graphic  
representation. Boundaries  
are indicative only

### Ōtara Scenic Reserve

Areas referred to in the deed of settlement between  
Waitaha and the Crown

Approved as to boundaries:  
for Waitaha  
*[Signature]*  
for and on behalf of the Crown



ATTACHMENTS

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**3 LETTER FROM MINISTER FOR TREATY OF WAITANGI  
NEGOTIATIONS TO MINISTER OF MĀORI AFFAIRS**



## Office of Hon Christopher Finlayson

Attorney-General  
Minister for Treaty of Waitangi Negotiations  
Minister for Arts, Culture and Heritage

Hon. Pita Sharples  
Minister of Māori Affairs  
Parliament Buildings  
WELLINGTON

31 AUG 2009

Tēnā Koe Pita

The Office of Treaty Settlements is currently in negotiations with Waitaha Raupatu Trust to settle all Waitaha's historical Treaty of Waitangi claims.

Waitaha has a population of approximately 2000 members, based in and around Te Puke. Waitaha has suffered serious breaches of the Treaty, relating mainly to the New Zealand Wars (and in particular the treatment of their chief, Hakaraia), the Tauranga confiscation, the operation and impact of the native land laws, and the Crown's land purchasing techniques in the nineteenth century.

The Crown is currently working toward a Deed of Settlement with Waitaha which will be another significant step in terms of the Crown settling all Treaty claims by 2014.

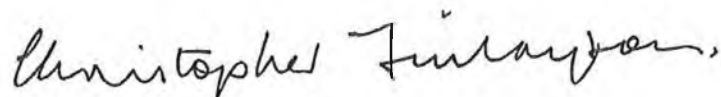
An Agreement in Principle signed with the Waitaha Raupatu Trust in October last year provides that the Crown will explore, outside, but in parallel to the settlement process, how the aspirations of Waitaha for 'Maranga Waitaha' may be met. Maranga Waitaha is a philosophy developed during negotiations which expresses the desire of Waitaha to improve their social, cultural and economic wellbeing. Maranga Waitaha also focuses on the social cohesion and revitalisation needs of Waitaha, especially in the areas of health, education, employment and housing.

Iwi are increasingly using Individual Treaty negotiations to set up post-settlement relationships with Ministers and Crown agencies and to secure mechanisms which address social, economic and cultural issues. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how their relationship with the Crown will be managed post-settlement. This work may establish policy which will assist the Crown to fulfil its obligations to explore the aspirations of Waitaha for Maranga Waitaha, outside, but parallel to the settlement process.

In the interim, I would be grateful if you were able to encourage Te Puni Kokiri to actively assist Waitaha with the development and implementation of Maranga Waitaha.

I thank you in anticipation of your ongoing support in assisting with efforts to build on the Treaty relationship between the Crown and Waitaha.

Nāku noa, nā



Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations



ATTACHMENTS

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**4 LETTER FROM MINISTER FOR TREATY OF WAITANGI  
NEGOTIATIONS TO  
MINISTER OF SOCIAL DEVELOPMENT**

UE



## Office of Hon Christopher Finlayson

Attorney-General  
Minister for Treaty of Waitangi Negotiations  
Minister for Arts, Culture and Heritage

Hon Paula Bennet  
Minister of Social Development  
Parliament Buildings  
WELLINGTON

31 AUG 2009

Tēnā Koe Paula

The Office of Treaty Settlements is currently in negotiations with Waitaha Raupatu Trust to settle all Waitaha's historical Treaty of Waitangi claims.

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An Agreement in Principle signed with the Waitaha Raupatu Trust in October last year provides that the Crown will explore, outside, but in parallel to the settlement process, how the aspirations of Waitaha for 'Maranga Waitaha' may be met. Maranga Waitaha is a philosophy developed during negotiations which expresses the desire of Waitaha to improve their social, cultural and economic wellbeing. Maranga Waitaha also focuses on the social cohesion and revitalisation needs of Waitaha, especially in the areas of health, education, employment and housing.

Iwi are increasingly using individual Treaty negotiations to set up post-settlement relationships with Ministers and Crown agencies and to secure mechanisms which address social, economic and cultural issues. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how their relationship with the Crown will be managed post-settlement. This work may establish policy which will assist the Crown to fulfil its obligations to explore the aspirations of Waitaha for Maranga Waitaha, outside, but parallel to the settlement process.

In the interim, I would be grateful if you were able to encourage the Ministry of Social Development to actively assist Waitaha with the development and implementation of Maranga Waitaha.

I thank you in anticipation of your ongoing support in assisting with efforts to build on the Treaty relationship between the Crown and Waitaha.

Nāku noa, nā

Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations

UÉ

ATTACHMENTS

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**5 DEED OF ENDOWMENT  
(HISTORY ENDOWMENT)**

*Ar*

WAITAHA RAUPATU TRUST

(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. Steane  
G. White  
E. [unclear]  
Jamuna R.  
[unclear]

T. T. TE AMO  
CAROL WHITE  
RETIMANA TE MONI  
Kevin TAMUHANA  
SUAMU ICTAKA

A

WE

WAITAHA RAUPATU TRUST

(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]

Lo. [Signature]

R. [Signature]

[Signature]

[Signature]

T. T. TE AMO.

CAROL WHIRE

RETIMANA TE MONI

Kevin TAMIHANA.

SILVIA PCTAKA

[Signature]



uē

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

Kanwaljit Singh  
Witness signature

KANWALJIT SINGH BAKSHI  
Full name

Parliament Buildings Wellington  
Address

Member of Parliament  
Occupation

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

J. J. Koro  
Signature

in the presence of

J. Tapsell  
Witness signature

C. Whare  
Signature

Waiere Aorepo Joseph Tapsell  
Full name

465 Mastapiti Rd, Tauranga  
Address

RETIRED  
Occupation



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WAITAHA RAUPATU TRUST

(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. Steane  
G. White  
B. J. J. J.  
Jamie R.  
Rae

T. T. T. E. AMO  
CAROL WHITE  
RETIMANA TE MONI  
Kevin TAMUHANA  
SHAWN PCTAKA

AU

UE

Initialled deed of settlement for presentation to Waitaha for ratification purposes

**ATTACHMENTS**

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**6 DEED OF ENDOWMENT  
(MARAE AND SOCIAL ENDOWMENTS)**

AS

WE

Dated *16 December 2008* 2008

**WAITAHA RAUPATU TRUST**

and

**HER MAJESTY THE QUEEN**  
in right of New Zealand

**DEED OF ENDOWMENT ON  
SEPARATE SPECIFIC TRUST**

*[Handwritten mark]*

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Date: December 2008

**PARTIES**

Waitaha Raupatu 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 Waitaha dated 16 October 2008 (the "Agreement") the Crown agreed to settle upon the Trust:
1. the sum of \$500,000 for the purpose of restoring and revitalising Hei Marae (for the benefit of all Waitaha) (the "Marae Endowment"); and
  2. the further sum of \$500,000 for the principal purpose of identifying and remedying the health, education, employment, housing, and socio-economic needs of Waitaha and for the ancillary purpose of advancing the culture of Waitaha through educational endeavours (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 would 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. It was a further condition of the Agreement that the Trust in receiving the Marae Endowment would then hold the Marae Endowment (and would not apply the Marae Endowment to any of the purposes set out in the Agreement and reflected in this deed) until such time as the trustees of the Trust were satisfied that an appropriate person or entity had been identified to oversee the restoration of the Hei Marae.
- E. The Endowments are to be settled on the Trust and held by it on separate specific trusts, but otherwise in accordance with the terms of the trust deed for the Trust.
- F. 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 trusts 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:

*for the purpose of restoring and revitalising Hei Marae (for the benefit of all Waitaha).*

3. The Trustees agree in accepting the Marae Endowment that they will hold the Marae Endowment (and will not apply the Marae Endowment to any of the purposes set out in the Agreement and reflected in this deed) until such time as the trustees of the Trust are satisfied that an appropriate person or entity has been identified to oversee the restoration of the Hei Marae.

### **Social Endowment**

4. 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 purposes:

*for the principal purpose of identifying and remedying the health, education, employment, housing and socio-economic needs of Waitaha, and the ancillary purpose of advancing the culture of Waitaha through educational endeavours.*

5. Without limiting the generality of the foregoing, the Trustees agree that, to achieve the purposes referred to in clause 4 of this deed, the Trust may (without limitation) apply the Social Endowment, together with the income thereon, to employ a Whole of Government Facilitator or Facilitators, to:

5.1 begin implementing Maranga Waitaha;

5.2 co-ordinate Waitaha's participation in any assessment of the priorities and strengths and gaps in the delivery of social services to Waitaha, and any scoping proposal for the development of Maranga Waitaha, and

5.3 facilitate Waitaha's interactions with government agencies generally.

### **General Matters**

6. 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.
7. 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.

- 8. 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.
- 9. 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 Waitaha for 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. F. Finlayson  
Signature

Hon Christopher Finlayson, Minister of  
Treaty of Waitangi Negotiations

in the presence of  
[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 WAITAHI RAUPATU )  
TRUST )

B.A. Whare  
Signature

in the presence of  
S. Potaka  
Witness signature

[Signature]  
Signature

SANDRA POTAKA  
Full name

264 MANOERA RD, TE RIRE  
Address

ADVISOR  
Occupation



[Handwritten mark]