
DEED OF COVENANT

DEED OF COVENANT

THIS DEED is made

BETWEEN

Te Rūnanga o Ngāti Apa (the “**governance entity**”)

AND

THE SOVEREIGN in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations (the “**Crown**”)

BACKGROUND

- A. Under a deed of settlement dated 8 October 2008 between Ngāti Apa (North Island) and the Crown (the “**deed of settlement**”), the Crown agreed, subject to the terms and conditions specified in the deed of settlement, to provide certain redress to an entity to be established under clause 9.1.1 of the deed of settlement.
- B. The governance entity was established on 20 July 2009 as the entity to:
- be established by Ngāti Apa (North Island) under clause 9.1.1 of the deed of settlement; and
 - receive the redress to be provided to the governance entity under the deed of settlement.
- C. As required by clause 9.1.2 of the deed of settlement, the governance entity enters into this deed with the Crown.

IT IS AGREED as follows:

1 CONFIRMATION OF RATIFICATION

- 1.1 The governance entity confirms that it has been ratified by Ngāti Apa (North Island) (by a ratification process agreed in writing by the Crown and the Mandated Signatories as agent for Ngāti Apa (North Island)) as an appropriate entity to receive the redress that is to be provided to it under the deed of settlement.

2 COVENANT

2.1 The governance entity covenants with the Crown that, from the date of this deed, the governance entity:

2.1.1 is a party to the deed of settlement as if it had been named as a party to the deed of settlement and had signed it;

2.1.2 must comply with all the obligations of the governance entity under the deed of settlement; and

2.1.3 is bound by the terms of the deed of settlement.

3 RATIFICATION AND CONFIRMATION OF ACKNOWLEDGEMENTS AND ACTIONS

3.1 The governance entity ratifies and confirms:

3.1.1 all acknowledgements and agreements made by Ngāti Apa (North Island) in the deed of settlement; and

3.1.2 all rights and powers exercised, all waivers given, all amendments agreed to, and any other actions taken in relation to the deed of settlement, by Te Rūnanga o Ngāti Apa Incorporated Society and agrees to be bound by them.

4 NOTICES

4.1 Notices to the governance entity and to the Crown may be given in the same manner as provided in clause 11.4 of the deed of settlement.

4.2 The governance entity's address where notices may be given is:

*Te Rūnanga o Ngāti Apa
Cnr High and Stewart Streets
Marton*

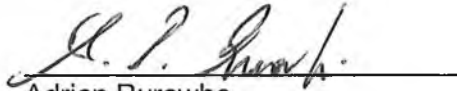
5 INTERPRETATION

5.1 Unless the context requires otherwise:

5.1.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

5.1.2 the rules of interpretation in the deed of Settlement apply (with all appropriate changes) to this deed.

SIGNED as a deed on 22 July 2009


Adrian Rurawhe
Trustee

WITNESS

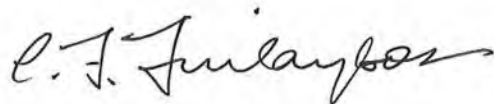


Name: TOKORANGI THOMAS KAPEA

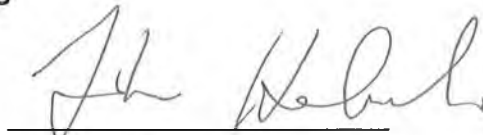
Occupation: SOLICITOR

Address: WELLINGTON

SIGNED for and on behalf of HER
MAJESTY THE QUEEN in right of
New Zealand by the Minister for Treaty of
Waitangi Negotiations in
the presence of:


Honourable Christopher Finlayson

WITNESS



Name: John Harbord

Occupation: Ministerial Adviser

Address: Wellington