

Parties

WIREMU TE WHATAPAPA AND ROOHA PETERA WHANAU TRUST

HER MAJESTY THE QUEEN

DEED OF COVENANT

RELATING TO DEED OF SETTLEMENT BETWEEN
THE PUKAAHU CLAIMANTS AND THE CROWN

W *CP* *D*

Date: 15 November 2004

PARTIES

- (1) **WIREMU TE WHATAPAPA AND ROOHA PETERA WHANAU TRUST**
(*Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand (*the Crown*)

BACKGROUND

- A Under a Deed of Settlement dated 15 September 2004 between the Pukaahu Claimants and the Crown, the Crown agreed to provide certain redress to the Governance Entity, which was to be established by the Pukaahu Claimants, subject to certain terms and conditions specified in the Deed of Settlement.
- B The Governance Entity was constituted by the Māori Land Court on 4 March 2004 and is the entity to which the Pukaahu Claimants wish the redress to be provided by the Crown under the Deed of Settlement.
- C As required by *clause 2.1.1(b)* of the Deed of Settlement, the Governance Entity covenants with the Crown as set out in this Deed.

NOW THE GOVERNANCE ENTITY AGREES with the Crown as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires *Deed of Settlement* means the deed referred to in paragraph A of the Background.
- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.
- 1.3 The rules of interpretation set out in *clause 8.2* of the Deed of Settlement apply in the interpretation of this Deed.

2 THE GOVERNANCE ENTITY'S COVENANT

- 2.1 The Governance Entity confirms that it has been ratified by the Pukaahu Claimants as an appropriate body to which the Crown will provide the redress under the Deed of Settlement.



2.2 The Governance Entity covenants with the Crown that from the date of this Deed the Governance Entity will:

- (a) Become a Party to the Deed of Settlement as if it had been named as a Party to the Deed of Settlement and had executed it; and
- (b) Observe and perform all the obligations under the Deed of Settlement which are expressed to be performed by the Governance Entity and will be bound by the terms of the Deed of Settlement.

2.3 The Governance Entity hereby ratifies and confirms all acknowledgments and agreements made in the Deed of Settlement and all elections made by, waivers given by, and all other actions taken in relation to, the Deed of Settlement by the Pukaahu Claimants, and by the agent appointed on behalf of the Pukaahu Claimants under *clause 2.3* of the Deed of Settlement, and agrees to be bound by them.

3 NOTICES

Any notice to the Governance Entity may be given in the same manner as is specified in the Deed of Settlement. The Governance Entity's address for notices is:

Wiremu Te Whatapapa and Rooha Petera Whanau Trust
c/- Simpson Grierson
92-96 Albert Street
(Private Bag 92518
DX CX10092
Wellesley Street)
AUCKLAND

Facsimile: 09 307 0331

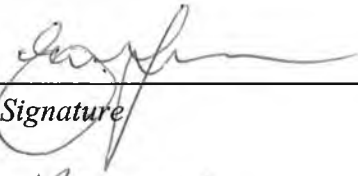
Handwritten signatures in the bottom right corner of the page.

EXECUTED as a deed on the date first written above.

SIGNED for and on behalf of
**WIREMU TE WHATAPAPA AND ROOHA
PETERA WHANAU TRUST** by its trustees:

SIGNED by **ENID LEIGHTON** as trustee *in the presence of:*

Witness:



Signature

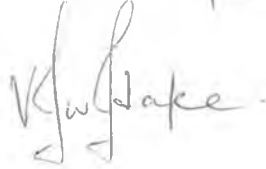
Manager

Occupation

1279 RD2 Whakatane

Address

Violet Hape.




Executive Assistant

34 Golf Links Rd
Whakatane

(Witness)

SIGNED by **PAREHUIA ARATEMA** as trustee *in the presence of:*

Witness: Catherine Himama Whata.



Signature

Clerk.

Occupation

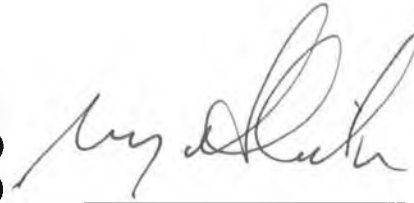
*59 Mountain Road
Rotorua.*

Address



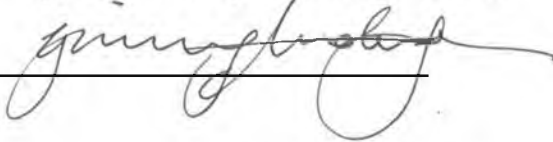


SIGNED for and on behalf of
HER MAJESTY THE QUEEN in right
of New Zealand by the Minister in Charge
of Treaty of Waitangi Negotiations
in the presence of:

)
) 
) _____
) Honourable Margaret Wilson
)

Witness: VIRGINIA ANDERSEN

Signature



PRIVATE SECRETARY

Occupation

Address

WELLINGTON

