
DEED OF COVENANT

THIS DEED is made

BETWEEN

Te Rūnanga o Ngāti Mutunga (the "**Governance Entity**")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations (the "**Crown**")

BACKGROUND

- A. Under a deed of settlement dated 31 July 2005 between Ngāti Mutunga 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 3.4 of the Deed of Settlement.
- B. The Governance Entity was established on 21 December 2005 as the Entity to:
- be established by Ngāti Mutunga under clause 3.4 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 3.5 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 Mutunga (by a ratification process agreed in writing by the Crown and the Mandated Signatories as agent for Ngāti Mutunga) 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 Mutunga 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 the Ngāti Mutunga Iwi Authority as the agent for Ngāti Mutunga under clause 3.7 of the Deed of Settlement 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 17.5 of the Deed of Settlement.

4.2 The Governance Entity's address where notices may be given is:

Te Rūnanga o Ngāti Mutunga
4 Ngakoti Street
PDC Box 32
Urenui

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 3rd February 2006

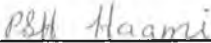
SIGNED by the Trustees of **TE RŪNANGA O NGĀTI MUTUNGA** in the presence of:

WITNESS Karen Marie Papani

Name: Karen Marie Papani
Occupation: Iwi Office Administrator
Address: 3 Elliot Street,
Whitara



Jamie Tuuta



Hurimoana (Paddy) Haami

Miriama Evans

Miriama Evans

Ewai H Tuuta

Ewai Tuuta

Lewis Callaghan

Lewis Callaghan

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:

Mahi Tuuta

WITNESS

Virginia Andersen

Name:

VIRGINIA ANDERSEN

Occupation:

PRIVATE SECRETARY

Address:

WELLINGTON.