
DEED OF COVENANT

THIS DEED is made on the 29 August 2005

BETWEEN

Te Arawa Lakes Trust (the **Governance Entity**)

AND

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

BACKGROUND

- A. Under a deed of settlement dated 18 December 2004 between Te Arawa 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 by Te Arawa under clause 3.4 of the Deed of Settlement.
- B. The Governance Entity was established on 22 August 2005 as the Entity to:
- be established by Te Arawa 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.


NOW THE GOVERNANCE ENTITY AGREES with the Crown as follows:

1. CONFIRMATION OF RATIFICATION

- 1.1 The Governance Entity confirms that it has been ratified by Te Arawa 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 Te Arawa in the Deed of Settlement;

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 Arawa Māori Trust Board as the agent for Te Arawa under clause 3.7 of the Deed of Settlement and agrees to be bound by them; and

3.1.3 the agreement between the Rotorua District Council, the Bay of Plenty Regional Council and the Arawa Māori Trust Board (on behalf of Te Arawa) referred to in clause 9.2.10 of the Deed of Settlement, and agrees to be bound by that agreement.

4. NOTICES

4.1 Notices to the Crown and the Governance Entity may be given in the same manner as provided in clause 15.6 of the Deed of Settlement.

4.2 The Governance Entity's address where notices may be given is 1194 Haupapa St Rotorua, PO Box 128 Rotorua.

4.3 The Crown's address where notices may be given is as provided in clause 15.6.3 of the Deed of Settlement.

5. INTERPRETATION

5.1 In this Deed of Covenant, unless the context otherwise requires:

5.1.1 **Deed of Settlement** means the deed referred to in clause A of the Background; and

5.1.2 terms defined in the Deed of Settlement have the same meanings.

5.2 The rules of interpretation in clause 16.6 of the Deed of Settlement apply in the interpretation of this Deed of Covenant.



7.7
B. W. W.

EXECUTED as a deed on 29 August 2005

SIGNED by TIAKIWA TAHURIORANGI
as an Initial Trustee of the
TE ARAWA LAKES TRUST

Tiakiwa Tahuriorangi

WITNESS

Paul H. Hamon

Name: Paul H. Hamon.

Address: 74 Hawaka Point Road
ROTORUA

Occupation: Property Manager.

SIGNED by WILLIAM EMERY
as an Initial Trustee of the
TE ARAWA LAKES TRUST

William Emery

WITNESS

Paul H. Hamon

Name: Paul H. Hamon.

Address: 74 Hawaka Point Road
ROTORUA.

Occupation: Property Manager

SIGNED by ANARU RANGIHEUEA
as an Initial Trustee of the
TE ARAWA LAKES TRUST

Anaru Rangiheuea

WITNESS

Paul St. Hamon

Name: *Paul St. Hamon*
Address: *74 Hawaka Point Road*
ROTORUA
Occupation: *PROPERTY MANAGER*

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

[Signature]

WITNESS

Virginia Andersen

Name: *VIRGINIA ANDERSEN*
Address: *WELLINGTON*
Occupation: *PRIVATE SECRETARY*