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**DEED OF COVENANT**

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**THIS DEED** is made 9 December 2004

**BETWEEN**

**TE KAAHUI O RAURU** (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 27 November 2003 between Ngaa Rauru Kiihahi 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 Ngaa Rauru Kiihahi under clause 3.4 of the Deed of Settlement.
- B. The Governance Entity was established on 9 December 2004 as the Entity to:
- be established by Ngaa Rauru Kiihahi 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 Ngaa Rauru Kiihahi 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 Ngaa Rauru Kiiitahi 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 Nga Rauru Iwi Authority as the agent for Ngaa Rauru Kiiitahi under clause 3.7 of the Deed of Settlement and agrees to be bound by them.

4. **NOTICES**

4.1 Notices to the Crown and the Governance Entity may be given in the same manner as provided in clause 17.10 of the Deed of Settlement.

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

Suite 17  
Wicksteed Terrace  
P O Box 4322  
Whanganui

4.3 The Crown's address where notices may be given is as provided in clause 17.10 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 18.7 of the Deed of Settlement apply in the interpretation of this Deed of Covenant.

**SIGNED** as a Deed on 9 December 2004.

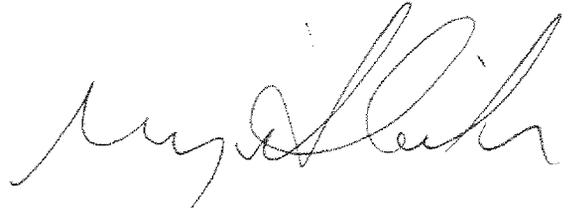
**SIGNED** by **MICHAEL JOHN NEHO** as the Establishment Tumu Whakarae of Te Kaahui o Rauru pursuant to sub-clause 13.2 of Te Kawa o Te Kaahui o Rauru in the presence of:



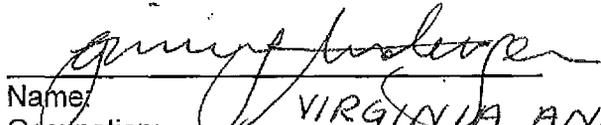
**WITNESS**

  
Name: Jeanette Tamarapa  
Occupation: Administrator  
Address: 99 Peat Avenue, Wanganui

**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:



**WITNESS**

  
Name: VIRGINIA ANDERSEN  
Occupation: PRIVATE SECRETARY  
Address: WELLINGTON