

TE RUNANGA O NGĀTI AWA

and

HER MAJESTY THE QUEEN

in right of New Zealand

DEED OF COVENANT

RELATING TO DEED OF SETTLEMENT TO
SETTLE NGĀTI AWA HISTORICAL CLAIMS

NGĀTI AWA DEED OF COVENANT

Date:

26 March 2005

PARTIES

- (1) **TE RUNANGA O NGĀTI AWA** (*Ngāti Awa Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand (*the Crown*)

BACKGROUND

- A Under a Deed of Settlement dated 27 March 2003 between Ngāti Awa and the Crown, the Crown agreed to provide certain redress to the Ngāti Awa Governance Entity, which was to be established by Ngāti Awa, subject to certain terms and conditions specified in the Deed of Settlement.
- B The Ngāti Awa Governance Entity was established on 22 March 2005 by the passing of the Te Runanga o Ngāti Awa Act 2005 as the body to receive the redress to be provided by the Crown under the Deed of Settlement.
- C As required by *clause 2.1.2* of the Deed of Settlement, the Ngāti Awa Governance Entity covenants with the Crown as set out in this Deed.

NOW THE NGĀTI AWA 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 Background A, as varied or amended by:
 - (a) Supplementary Deed dated 27 March 2003;
 - (b) Deed to Amend dated 30 July 2004;
 - (c) Second Deed to Amend dated 15 March 2005 and the letter dated 14 March 2005 set out in the Third Schedule of that Second Deed to Amend.
- 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 15.2* of the Deed of Settlement apply in the interpretation of this Deed.

2 THE NGĀTI AWA GOVERNANCE ENTITY'S COVENANT

- 2.1 The Ngāti Awa Governance Entity covenants with the Crown that from the date of this Deed the Ngāti Awa Governance Entity:

- (a) is 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) will observe and perform all the obligations of the Ngāti Awa Governance Entity under the Deed of Settlement; and
- (c) is bound by the terms of the Deed of Settlement.

- 2.2 The Ngāti Awa Governance Entity hereby ratifies and confirms all acknowledgements 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 Ngāti Awa and by the agent appointed on behalf of Ngāti Awa under clause 2.3 of the Deed of Settlement and agrees to be bound by them.

3 NOTICES

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

Te Runanga o Ngāti Awa
PO Box 76
WHAKATANE

Facsimile: 07 307 0762

EXECUTED as a deed on the date first written above.

Signed by **TE RUNANGA O NGĀTI AWA** by the affixing of its common seal:



in the presence of:

S. M. Mead

Sidney Moko Mead (Representative)

Representative's full name:

Hohepa MASEN (Representative)

Representative's full name:

Hawiki Rarapiā (Representative)

Representative's full name:

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:

A. M. Burton

Honourable Richard Mark Burton

in the presence of:

Virginia Andersen

Name: VIRGINIA ANDERSEN

Occupation: PRIVATE SECRETARY

Address: WELLINGTON