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**FORM OF DEED OF COVENANT - LAKE KARAPIRO**

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T. B. [Signature]  
[Signature]

## FORM OF DEED OF COVENANT RELATING TO EASEMENT OVER LAKE KARAPIRO

Date:

### PARTIES

**Mighty River Power Limited** (*Mighty River Power*)

**Taumatawiwi Trust**

### BACKGROUND

- A. Her Majesty the Queen is the owner pursuant to the Land Act 1948 (the Act) of all the Easement Land.
- B. Her Majesty the Queen granted Mighty River Power the right to store water and the right to install and operate hydro electricity works pursuant to section 60 of the Act, on the terms and conditions set out in the Easement.
- C. Pursuant to a treaty settlement, Her Majesty the Queen has agreed to transfer that part of the Easement Land marked yellow on the plan attached as Schedule 1 ("Transferred Land") to the trustees of the Taumatawiwi Trust subject to the trustees of the Taumatawiwi Trust entering into this deed with Mighty River Power.
- D. In satisfaction of Her Majesty the Queen's obligations under clause 20 of the Easement, the trustees of the Taumatawiwi Trust has agreed to enter into a direct deed of covenant with Mighty River Power, on the terms and conditions set out in this deed.

**BY THIS DEED** the parties agree as follows:

1. **The trustees of the Taumatawiwi Trust Covenant with Mighty River Power**

The trustees of the Taumatawiwi Trust covenants with Mighty River Power as follows:

- 1.1 it will observe and perform those covenants, terms and conditions expressed or implied in the Easement which are to be observed and performed by the Grantor under the Easement (including, without limitation, clause 20) and will not do, permit or omit to do any act which may frustrate, hinder or interfere with Mighty River Power's rights under the Easement;
- 1.2 it will not:
  - (a) make or lodge;
  - (b) be a party to or otherwise support in any way; and/or
  - (c) finance or contribute to the cost of,

any objection, submission, application, proceeding, claim or appeal which has the effect of limiting or prohibiting the exercise, renewal, replacement or continuation of Mighty River Power's rights under the Easement in any way or which requires the payment of compensation or damages by Mighty River Power;



- 1.3 if requested to do so by Mighty River Power, it will promptly approve in writing any applications which in any way relate to the exercise, renewal, replacement or continuation of Mighty River Power's rights under the Easement;
- 1.4 It will not do, permit or omit, any act, matter or thing which has the effect of restricting or prohibiting the exercise, renewal, replacement or continuation of Mighty River Power's rights under the Easement;
- 1.5 it will procure that every lease, residential tenancy agreement and any other unregistered document granting rights in relation to the Transferred Land is granted subject to compliance with the obligations in clauses 1.2 to 1.4 (inclusive) by the relevant tenant/occupier/rights holder;
- 1.6 it will indemnify Mighty River Power against any liability or expense incurred by Mighty River Power as a result of the trustees of the Taumatawiwi Trust failing to comply with their obligations under the Easement or this deed; and
- 1.7 it will release (and will procure that its successors, tenants, grantees and invitees release) Mighty River Power to the fullest extent permitted by law, for all loss, damage, cost, expense incurred by the trustees of the Taumatawiwi Trust as a result of the exercise of Mighty River Power's rights under the Easement, including any loss or damage Mighty River Power causes to any structures or other improvements on the Transferred Land, provided such operations are not in breach of any relevant consents, statutes and regulations and will not bring any legal proceedings against Mighty River Power (or fund or encourage any other person to do so) for any loss or damage arising out of Mighty River Power's exercise of its rights under the Easement.

## 2. **Subsequent owners' covenant**

The trustees of the Taumatawiwi Trust will not sell or otherwise dispose of any estate or interest in the Transferred Land without first procuring that the purchaser/dispose enters into a direct deed of covenant with Mighty River Power in the same form as this deed (including this clause 2).

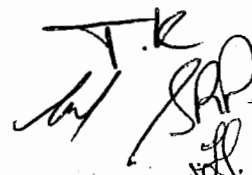
## 3. **Costs**

Each party shall bear their own costs of and incidental to the negotiation, preparation and execution of this deed.

## 4. **Interpretation**

In this deed:

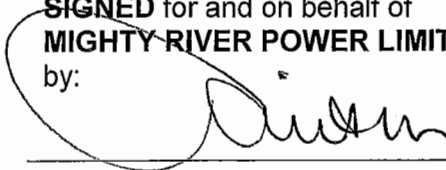
- 4.1 *Easement* means the deed of grant of easement: over Lake Karapiro between Her Majesty The Queen and Mighty River Power dated 15 December 2010 and registered as instrument 8672093.1; and
- 4.2 *Easement Land* means part of the land described in the First Schedule of the Easement;
- 4.3 references to the trustees of the Taumatawiwi Trust include the successors of the trustees of the Taumatawiwi Trust; and
- 4.4 references to *Mighty River Power* include the successors and permitted assigns of Mighty River Power as Grantee under the Easement.



**EXECUTION**

**SIGNED** for and on behalf of  
**MIGHTY RIVER POWER LIMITED**  
by:

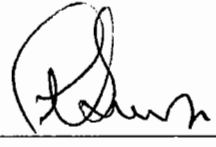
)  
)  
)



\_\_\_\_\_  
Name of Director

JOAN WITHERS

\_\_\_\_\_  
Name of Director/~~Authorised Person~~  
in the presence of:



\_\_\_\_\_  
Signature of Director

KEITH SMITH

\_\_\_\_\_  
Signature of Director/Authorised Person

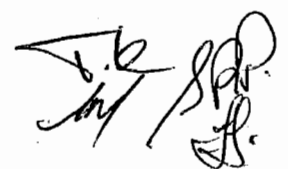
\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

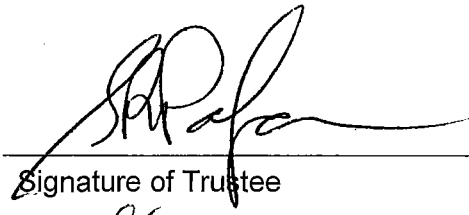
Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed.  
If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.



SIGNED for and on behalf of  
the TAUMATAWIWI TRUST  
by:

STANLEY RAHUI PAPA

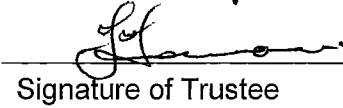
Name of Trustee



Signature of Trustee

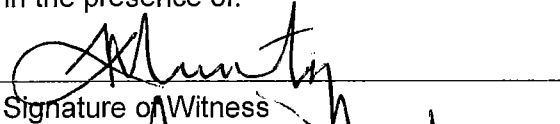
TED TAITAO TAUROA

Name of Trustee



Signature of Trustee

in the presence of:



Signature of Witness

Lee Ann Murtz

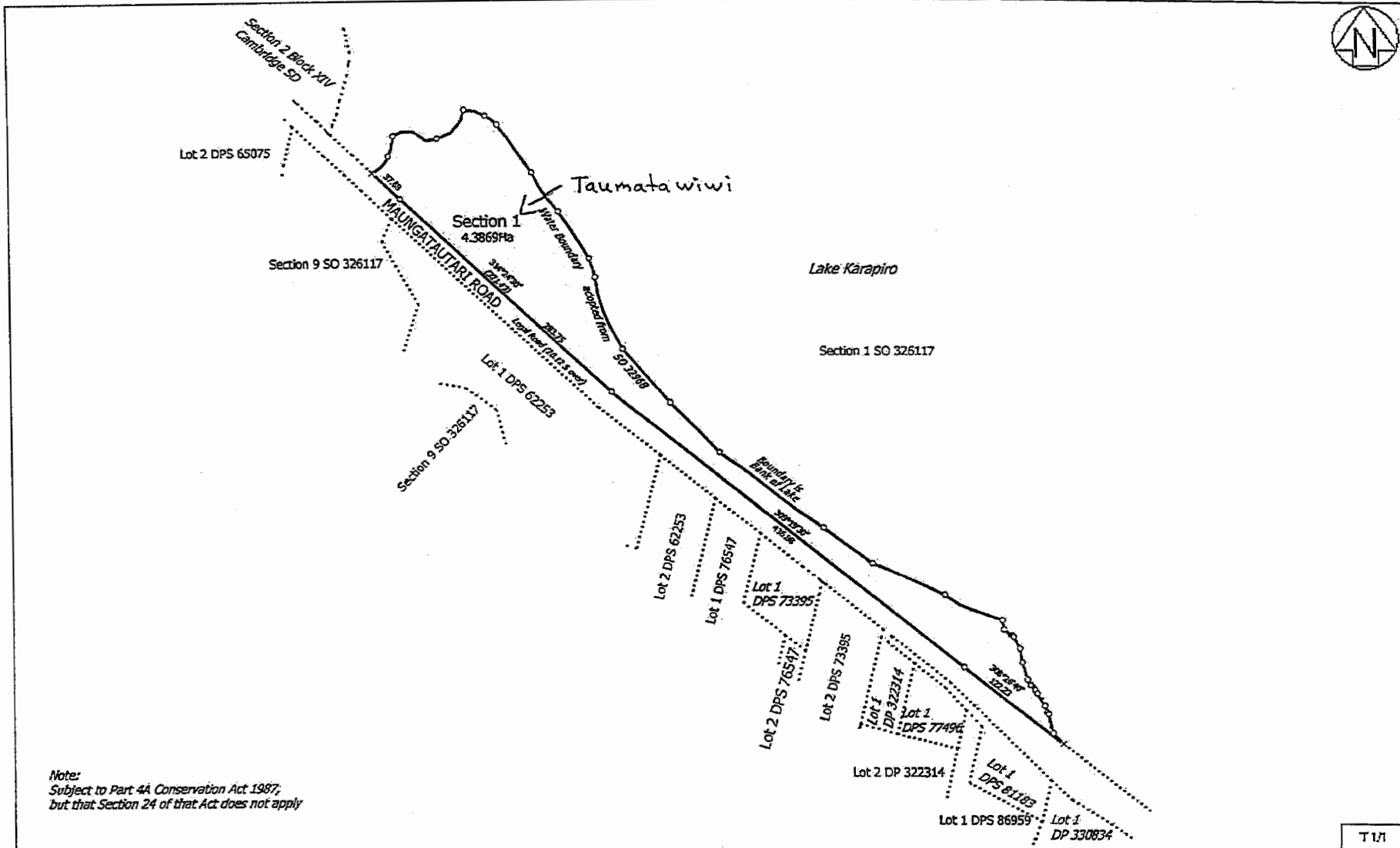
Witness Name

Director

Occupation

35 Fairview St  
Fairview Downs  
Hamilton

Address

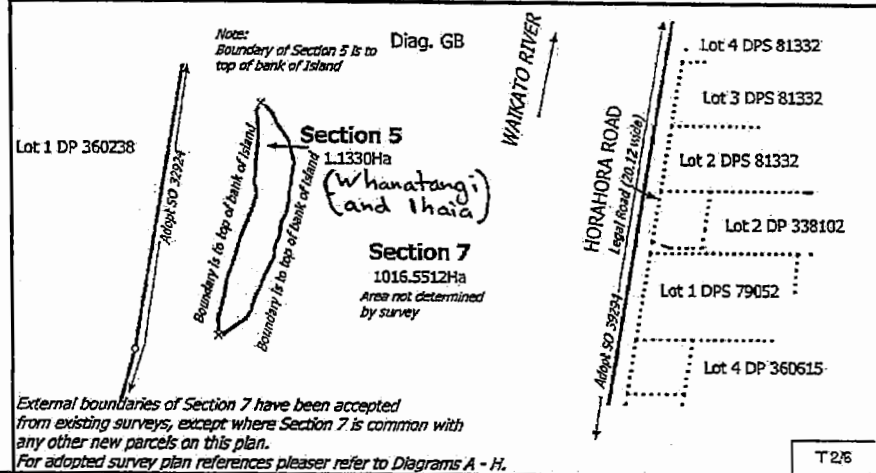
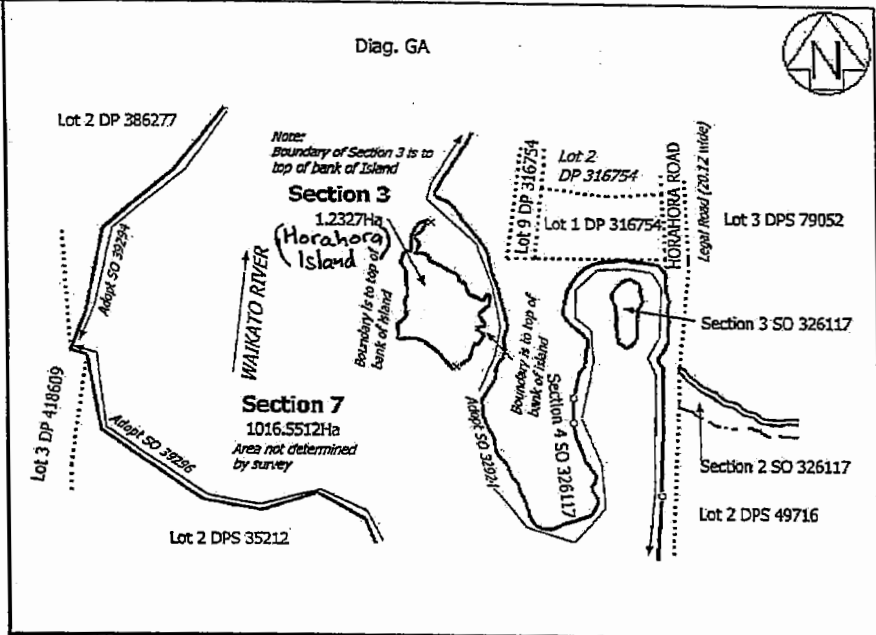
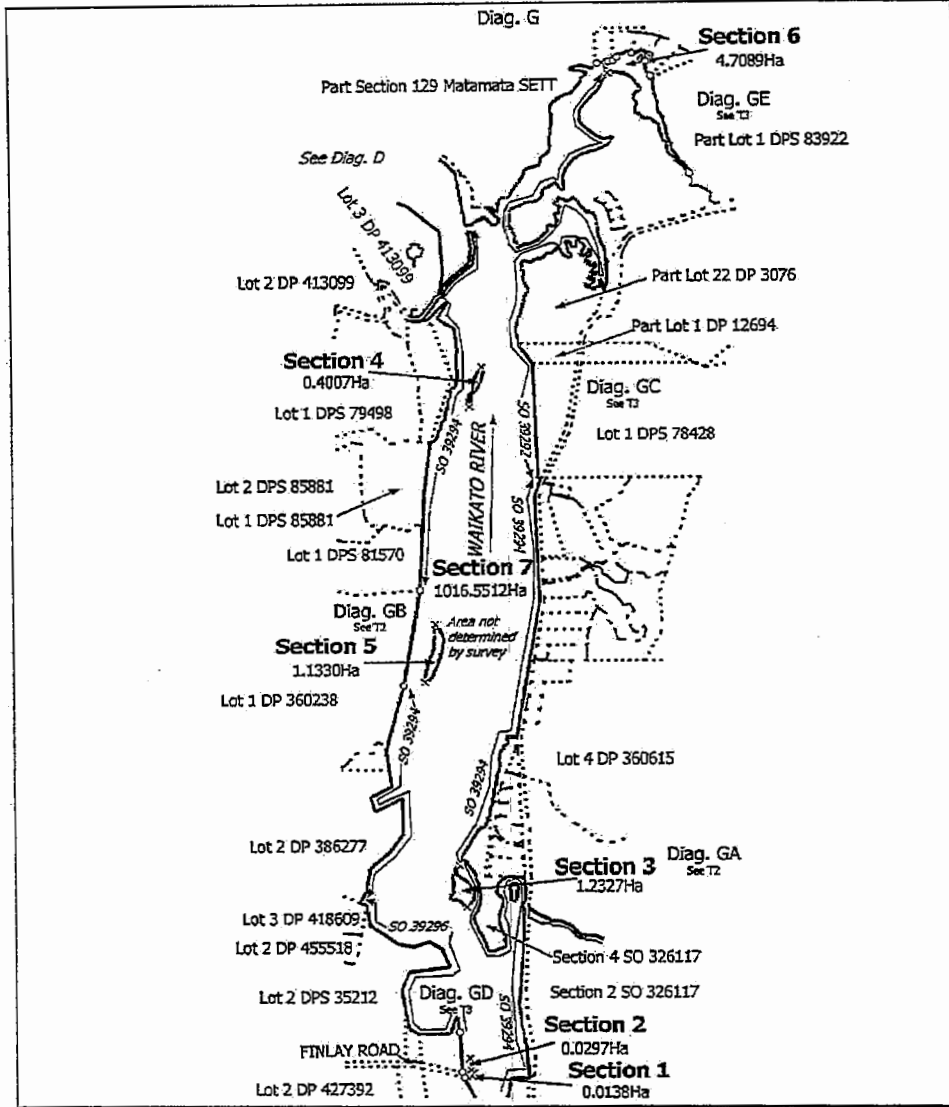


Note:  
 Subject to Part 4A Conservation Act 1987,  
 but that Section 24 of that Act does not apply

T 1/1

Land District South Auckland  Digitally Generated Plan Generated on: 20/01/2014 08:11am Page 3 of 3	<b>SECTION 1</b>	Surveyor: Simon John Reid Firm: CKL	<b>Title Plan</b> <b>SO 462033</b> Approved on: 20/01/2014
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*Handwritten signatures and initials:*  
 S. J. Reid  
 S. J. Reid



Land District: South Auckland  
 Digitally Generated Plan  
 Generated on: 17/04/2014 07:41am Page 4 of 8

SECTIONS 1 - 7

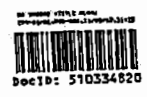
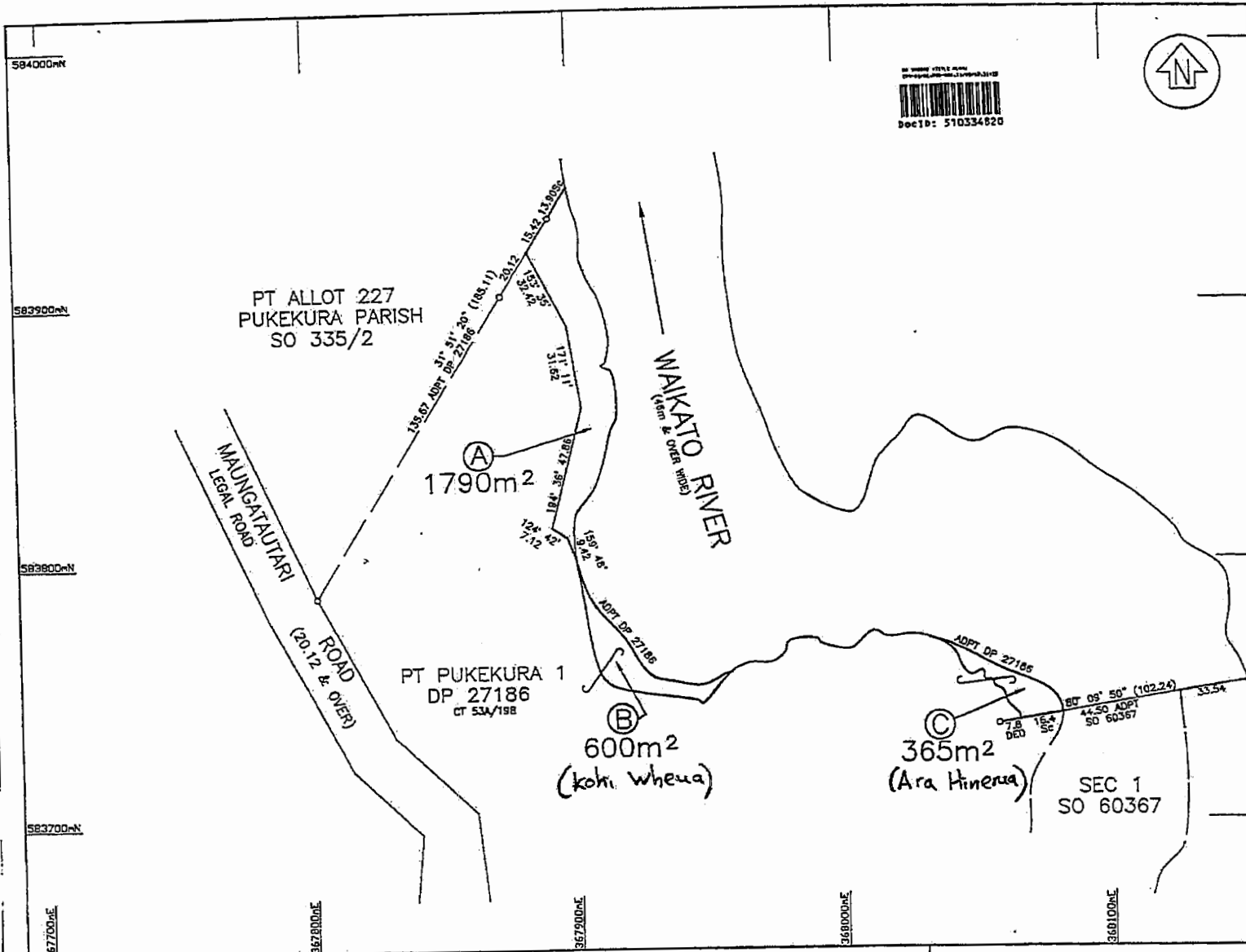
Surveyor: Simon John Reid  
 Firm: CKL

Title Plan  
 SO 461172  
 Approved on: 17/04/2014

T 2/6

*Handwritten signature*





Approvals		
LAND TO BE SET APART		
SHOWN	DESCRIPTION	AREA
A	PT RIVER BED (SEC 261 COAL MINES ACT 1979)	1790m <sup>2</sup>
LAND TO BE DECLARED CROWN LAND		
SHOWN	DESCRIPTION	AREA
B	PT PUKEKURA 1	600m <sup>2</sup>
C	DP 27186 (CT 53A/198)	365m <sup>2</sup>

NEW APPELLATIONS ALLOCATED			
DESCRIPTION	SHOWN	AREA	DATE
SECTION 1	A	1790m <sup>2</sup>	
SECTION 2	B	600m <sup>2</sup>	
SECTION 3	C	365m <sup>2</sup>	

Total Area 2755m<sup>2</sup>  
 Comprised in CT 53A/198, Pt River Bed (Crown Land Sec 261 Coal Mines Act, 1979)

I, Noel Leslie John Armstrong of Fitzroy, Registered Surveyor and holder of an annual practicing certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act, 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Signed at Cambridge, *[Signature]* Date 7/10/02  
 Field Book...p... Traverse Book...p...  
 Reference Plans...  
 Examined... Correct...

Approved as to Survey *[Signature]*  
 L. E. 102 Chief Surveyor  
 Deposited this...day of...20...

for Registrar-General of Land  
 File: 2620 F05  
 Received: 11-3-2002  
 Instructions  
 SO 306282

LAND DISTRICT SOUTH AUCKLAND  
 SURVEY BLK. & DIST.  
 NZMS 261 Sht RECORD MAP No

LAND TO BE SET APART AND  
 LAND TO BE DECLARED CROWN LAND

TERRITORIAL AUTHORITY WAIPA DISTRICT  
 Surveyed by NICKLIN Surveying & Resource Mgmt  
 Scale: 1:1000 Date: NOV1995 - NOV2001

*[Handwritten signature]*