
**SUPPLEMENTARY AGREEMENT TRANSFER OF
PROPRIETORSHIP**
Baradene College Auckland

Shanahan Law
Barristers & Solicitors
Wellington, New Zealand

DEED dated 4 ^{March} ~~January~~ 2008

PARTIES

THE RSCJ TRUST BOARD FORMERLY KNOWN AS "THE BARADENE COLLEGE TRUST BOARD" ("Original Proprietor")

BARADENE COLLEGE LIMITED ("New Proprietor")

HER MAJESTY THE QUEEN ACTING BY AND THROUGH THE MINISTER OF EDUCATION ("Minister of Education")

INTRODUCTION

- A. The Original Proprietor formerly known as "The Baradene College Trust Board" and the Minister of Education pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 by deed of agreement dated 26 March 1983 as varied by supplementary agreements ("**Integration Agreement**") established Baradene College Auckland ("**School**") as an integrated school.
- B. The Original Proprietor established a company under the Companies Act 1993 known as "Baradene College Limited" to be the New Proprietor of the School subject to the Integration Agreement and the written approval of the Minister of Education.
- C. The Minister of Education is satisfied that the New Proprietor is a suitable candidate to fulfil the role of Proprietor of the School, and is capable of discharging such proprietor responsibilities under the Integration Agreement and Private Schools Conditional Integration Act 1975 ("**Integration Act**"), including responsibility for supervising, maintaining and preserving the education with a special character provided by the School, as defined in the Integration Agreement. On that basis, the Minister of Education agreed to the Original Proprietor transferring the School subject to the Integration Agreement to the New Proprietor on the condition that the parties record their intention to transfer in writing.
- D. The Original Proprietor and the Minister of Education signed a supplementary agreement dated 15 January 2002 to record the parties' mutual intention to transfer of the Integration Agreement for the School to the New Proprietor. The New Proprietor was not a party to that supplementary agreement.
- E. The Original Proprietor, the New Proprietor and the Minister of Education, following legal advice, agree that it is necessary for each party to sign this deed in support of the supplementary agreement evidencing the intention of the Minister of Education and the Original Proprietor to transfer of the proprietorship of the School to the New Proprietor, in order to record their agreement and give legal effect to the transfer of proprietorship.

OPERATIVE PROVISIONS

1. TRANSFER OF PROPRIETOR OF SCHOOL

- 1.1 The Original Proprietor hereby transfers all its right title and interest as proprietor of the School under the Integration Agreement to the New Proprietor as from the Effective Date.
- 1.2 The New Proprietor hereby accepts the transfer of the interest of the Original Proprietor as proprietor of the School under the Integration Agreement as from the Effective Date and agrees to be bound by all the terms of the Integration Agreement and accepts all applicable obligations, duties and responsibilities of proprietor of the School as prescribed under the Integration Act.
- 1.3 The Minister of Education hereby releases the Original Proprietor from all obligations, duties and responsibilities held by it under the Integration Agreement and under the Integration Act, and consents to the transfer of the interest of the Original Proprietor of the School under the Integration Agreement to the New Proprietor as from the Effective Date.

2. EFFECTIVE DATE

- 2.1 The effective date of this supplementary agreement is the date it is signed by all parties as evidenced by the date of this deed ("**Effective Date**").

3. CONFIRMATION OF INTEGRATION AGREEMENT

- 3.1 The New Proprietor and the Minister of Education hereby confirm that in all other respects the Integration Agreement for the School as amended by this supplementary agreement is confirmed.

SIGNED AS A DEED

THE COMMON SEAL OF THE RSJC TRUST BOARD as the Original Proprietor was affixed in the presence of:

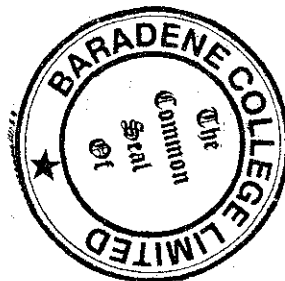


[Handwritten Signature]

 Signature of Trustee

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 Signature of Trustee



THE COMMON SEAL OF BARADENE COLLEGE LIMITED as the New Proprietor was affixed in the presence of:

[Handwritten signature]

Signature of Director

[Handwritten signature]

Signature of Director

SIGNED for and on behalf of HER MAJESTY THE QUEEN by the HON CHRIS CARTER Minister of Education in the presence of:

[Handwritten signature]

Hon Chris Carter

Witness to signature:

[Handwritten signature]

Signature of witness

[Handwritten name]

Name of witness

[Handwritten occupation]

Occupation

[Handwritten city/town]

City/town of residence