

THE SECOND SUPPLEMENTARY DEED OF AGREEMENT

CRAIGHEAD DIOCESAN SCHOOL, TIMARU

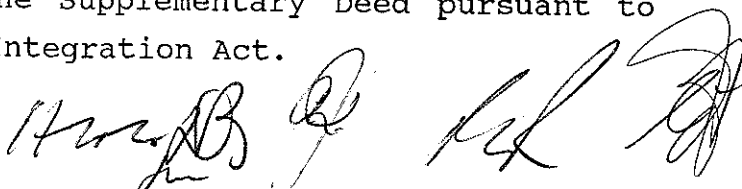
THIS DEED is made this 23rd day of June 1992

BETWEEN CRAIGHEAD DIOCESAN SCHOOL PROPRIETORS being the proprietor of Craighead Diocesan School, Timaru the said proprietor being a body duly incorporated under the Religious Charitable and Education Trust Act 1908 pursuant to a Statute of the Synod of Diocese of Christchurch and having its registered office at George Street, Timaru (hereinafter together with its successors and assigns called "the Proprietor") of the first part

A N D HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter called "the Minister") of the second part

WHEREAS

- A. The Proprietor and the Minister pursuant to Section 7 (2) of the Private Schools Conditional Integration Act 1975 (hereinafter referred to as "Integration Act") signed an integration agreement on the 20th day of November 1980 for Craighead Diocesan School, Timaru (hereinafter referred to as "the Original Deed").
- B. The Proprietor and the Minister pursuant to Section 7 (9) of the Integration Act signed a Supplementary Deed of Agreement amending clause 9 and clause 23 of the Original Deed (hereinafter referred to as the "Supplementary Deed").
- C. The Proprietor and the Minister are now agreed to further amend clause 9 and clause 23 of the original Deed as amended by the Supplementary Deed pursuant to Section 7 (9) of the Integration Act.



D. Pursuant to the Statute of the Synod of the Diocese of Christchurch the name Craighead Diocesan School Trust Board having its registered office at George Street, Timaru has been changed to the Craighead Diocesan School Proprietors having its registered office at George Street, Timaru the said Craighead Diocesan School Proprietors in the original Deed and herein called "the Proprietor" such change having been effected on the 30th day of September 1989 to apply as from the 1st day of February 1990.

NOW THIS DEED of agreement witnesseth that it is HEREBY COVENANTED AGREED AND DECLARED by and between the parties hereto as follows:

NAME OF PROPRIETOR

1. THE name of the Proprietor throughout the Original Deed shall where referred to mean "Craighead Diocesan School Proprietors"

CLAUSE 9 ORIGINAL DEED

2. THAT the number ONE HUNDRED AND SIXTY-FIVE "165" substituted by Clause 1 of the Supplementary Deed in the second line of clause 9 of the Original Deed be deleted from the Original Deed and the number ONE HUNDRED AND NINETY TWO "192" be substituted therefor.

CLAUSE 9 ORIGINAL DEED

3. THAT the number SEVENTY-FIVE "75" substituted by clause 2 of the Supplementary Deed in the third line of clause 9 of the Original Deed be deleted from the Original Deed and the number EIGHTY "80" be substituted therefor.

Handwritten signatures and initials:
Haw
af
Bp
Kd
Jf

CLAUSE 23 ORIGINAL DEED

4. THAT the number NINETY "90" substituted by clause 3 of the the Supplementary Deed in the fourth line of clause 23 of the Original Deed be deleted from the Original Deed and the number ONE HUNDRED AND TWELVE "112" be substituted therefor.

CLAUSE 23 ORIGINAL DEED

5. THAT the number ONE HUNDRED AND SIXTY-FIVE "165" substituted by clause 4 in the Supplementary Deed in the fifth line of clause 23 of the Original Deed be deleted from the Original Deed and the number ONE HUNDRED AND NINETY TWO "192" be substituted therefor.

CLAUSE 28 ORIGINAL DEED

6. THAT clause 28 of the Original Deed be amended by deleting from the Original Deed figures of 40% in line 6 and substituting therefor 20% and by deleting 60% in line 7 and substituting therefor 80%

CLAUSES 27 and 29 ORIGINAL DEED

7. THAT clauses 27 and 29 be deleted from the original Deed.

CLAUSE NUMBERING ALTERATION

8. CLAUSE 28 shall be numbered Clause 27
 Clause 30 shall be numbered Clause 28
 Clause 31 shall be numbered Clause 29
 Clause 32 shall be numbered Clause 30
 Clause 33 shall be numbered Clause 31 and
 Clause 34 shall be numbered Clause 32
 in the original Deed.

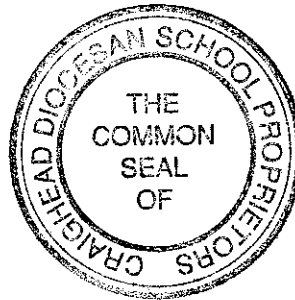
9. THE Proprietor shall plan pay for and execute the improvements set out in the Fifth Schedule attached hereto (to be a Fifth Schedule to the original Deed) to the buildings and associated facilities to the minimum standard for comparable state schools prevailing at the effective date of the agreement such improvements to be carried out by the various dates specified in the Schedule of Works.

10. THE Plan attached hereto prepared by Milward Finlay Lobb & Bell Limited, Consulting Engineers and Registered Surveyors of 6 The Terrace, Timaru, designated Craighead Diocesan School, Timaru, shall be accepted in substitution for the Plan annexed to the Original Deed such Plan defining the following :

- (a) Boundary of the Proprietors land edged green
- (b) Boundary of the integrated area edged red
- (c) Buildings within the integrated area that are not to be integrated are edged blue.

IN WITNESS WHEREOF these presents have been executed the day and year hereinbefore written.

THE COMMON SEAL of CRAIGHEAD)
DIOCESAN PROPRIETORS)
 was hereunto affixed in the)
 presence of :)



[Signature]

 Member

[Signature]

 Member

[Signature]

 Member

[Signature]

 Secretary

SIGNED by ERIC PEDERSEN)
National Operations, Ministry)
of Education pursuant to)
authority delegated to the)
Minister of Education acting)
on behalf of HER MAJESTY THE)
QUEEN in the presence of :)

Don Burney
acting for ERIC PEDERSEN

Judith Manchester
.....

Witness:

Occupation: *Liaison Officer*
Address: *53 Creanich Terrace*
Wellington 5

AMENDMENTS TO CAPITAL WORK REQUIREMENTS

(to be read with the Fifth Schedule to the Integration Agreement)

		AGREED PHASING OF WORK TO BE COMPLETED BY:						
Page No.	Description of Work	31.3.91	31.3.92	31.3.93	31.3.94	31.3.95	31.3.96	31.3.97
10	<u>SITE</u> Erect fence between Block E and Block L (house on corner Craighead St and Wrights Ave)							
	<u>BLOCK E</u> <u>Exterior</u> Repaint	x						
	<u>Interior</u> Area 113 (large classroom) Pack fluorescent light fittings 12 mm off softboard ceiling.	x						
	Fix switchboard surround to wall linings.	x						
	Area 115 (small classroom) Replace light fittings with fluorescent type	x						
	<u>BLOCK J (caretakers house)</u> <u>Interior</u> Area 139 (lounge) Repaper walls below picture rail level Area 140 (office) Redecorate interior	x						

Handwritten signatures and initials at the bottom of the page.

THIS FENCE TO BE ERECTED IF BLOCK H IS USED AS A RESIDENCE FOR OTHER THAN SCHOOL BOARDERS



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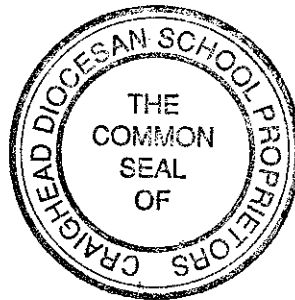
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DIOCESAN PROPRIETORS)
 was hereunto affixed in the)
 presence of :)



Andy Jones

 Member

[Signature]

 Member

Eric Feasey

 Member

Hubbard duval

 Secretary

SIGNED by ERIC PEDERSEN)
National Operations, Ministry)
of Education pursuant to)
authority delegated to the)
Minister of Education acting)
on behalf of HER MAJESTY THE)
QUEEN in the presence of :)

Don Gurney
acting for Eric PEDERSEN

Judith Manchester
.....

Witness:

Occupation: *Liaison Officer*
Address: *53 Grenich Terrace*
Wellington 5

Don Gurney

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		x																				

J. Peter

Paul

B. J.

Handwritten signature or initials.

Handwritten mark or symbol.