

## SUPPLEMENTARY DEED OF AGREEMENT

### ELIM CHRISTIAN COLLEGE, HOWICK, AUCKLAND

THIS DEED OF AGREEMENT is made on the 16 day of December two thousand and ten (2010) between the **Auckland East City Elim Church Trust** a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part and **HER MAJESTY THE QUEEN** acting by and through the Minister of Education (hereinafter referred to as "The Minister") of the second part

#### WHEREAS

- A** By Deed of Agreement bearing date the 16<sup>th</sup> day of June, one thousand nine hundred and ninety seven (1997) as varied by any subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 established **Elim Christian College, Howick, Auckland** as an integrated school (hereinafter referred to as "the school").
- B** The Proprietor and the Minister wish to vary the deed of Agreement to amend Clause 20 of the Deed Agreement pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975.

#### **NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. (a) **THAT** the words "five hundred (500) students" in the 3<sup>rd</sup> line of clause 20 of the Deed of Agreement be deleted from that Agreement and the words  
    "(i) 560 students from April 2011;  
    (ii) 750 students from April 2012;  
    (iii) 875 students from April 2013; and  
    (iv) 1,000 students from April 2014" be substituted therefor.
- (b) For the purposes of matters noted in clause 20(b) above, the Proprietor will at least three months before January of the years 2011, 2012, 2013, 2014 write to the Ministry's Auckland Office seeking confirmation that the roll increase for the relevant period will proceed as set out in 20(a).

JW

PG AS

2. **THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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

**THE COMMON SEAL OF  
Auckland East City Elim Church Trust**  
was hereunto affixed in the presence of:



*[Handwritten signatures]*

*[Handwritten signature]*

Signed by **JEREMY WOOD**  
Group Manager, Education Curriculum & Performance  
Early Childhood & Regional Education, Ministry of Education  
pursuant to authority delegated by the Minister of Education acting on behalf  
of **HER MAJESTY THE QUEEN** in the presence of:

*Callard*  
Claire Callard  
Assistant Adviser  
Wellington