

INTEGRATION
SUPPLEMENTARY AGREEMENT
BETWEEN
CANTERBURY CHRISTIAN SCHOOLS
ASSOCIATION (The Proprietor)
AND
HER MAJESTY THE QUEEN
(The Minister of Education)

This document remains the property of Proprietors of Emmanuel Christian School

Supplementary agreement

THIS DEED

is made the 21st day of July 2004

BETWEEN

The Canterbury Christian Schools Association (Inc). ("The Proprietor") an incorporated body under the provisions of the Incorporated Societies Act 1908

AND

Her Majesty the Queen acting by and through the Minister of Education ("The Minister")

Background

- A. The Proprietor is the owner of Emmanuel Christian School ("The School")
- B. The Minister and the Proprietor have previously agreed on the 26th day of July 1996 to the integration of the School pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 ("The Act")
- C. The Minister and the Proprietor have previously agreed on the 26th day of April 2000 to relocate the operation of The School to 322 Sawyers Arms Road.
- D. The Minister and the Proprietor have previously agreed on the 31st October 2001 to increase the maximum roll to 120
- E. The Minister and Proprietor have agreed to a further increase of the Proprietors land and improvements into the integrated School premises.

Handwritten signature:
M. P. W.
M. P. W.

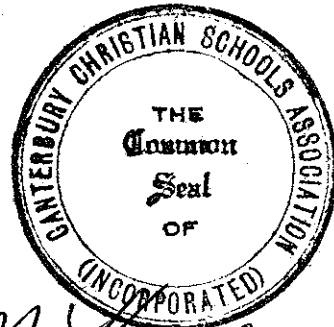
Now this deed witnesses and it is agreed between the parties as follows

- Agreement 1. The first, second and third schedules of the agreement made on the 26th April 2000 will be replaced with the first, second and third schedule contained in this agreement
- Proprietor's Property 2. The Proprietor may continue to lease and otherwise use the land that does not form part of the School premises.
- Integrated School Premises 3. The integrated school premises shall increase to 2.5 hectares

IN WITNESS WHEREOF these presents have been executed the day and year herinbefore written and include:

- First schedule The Land
- Second schedule The School Premises
- Third schedule Improvements

THE COMMON SEAL OF THE CANTERBURY CHRISTIAN SCHOOLS ASSOCIATION was hereunto affixed in the presence of :



P Maharey

Josephine Stone

SIGNED by

Kathy Phillips

pursuant to authority delegated by the Minister of Education acting on behalf of HER MAJESTY THE QUEEEN in the presence of :

J. Davis
Adviser
Ministry of Education
Wellington

Mr PWA
27/04

FIRST SCHEDULE

Description of total land, buildings and other improvements that comprise the Proprietor's land of which the school premises form part

THE PROPRIETOR'S LAND

All the land, buildings and other improvements owned by the Canterbury Christian Schools Association (Incorporated), more or less situate at 322 Sawyers Arms Road, Christchurch, being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing 34 619 square metres or thereabouts being part Rural Section 490 and 529 and being all the land in Certificate of Title Volume 35B/1170 (Canterbury Region).

*W.P.
M. 5/1/99*



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **CB47D/206**
Land Registration District **Canterbury**
Date Issued 14 August 2000

Prior References
CB35B/1170

Estate Fee Simple
Area 3.4813 hectares more or less
Legal Description Lot 1 Deposited Plan 82630

Proprietors
Canterbury Christian Schools Association Incorporated

Interests

978294.8 Easement Certificate specifying the following easements - 14.2.1992 at 2.20 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Drain water	Lot 1 Deposited Plan 50070	C DP 50070	Lot 1 Deposited Plan 82630 - herein	
Drain water	Lot 2 Deposited Plan 50070	D DP 50070	Lot 1 Deposited Plan 82630 - herein	

The esesment specified in Easement Certificate 978294.8 is subject to Section 309(1)(a) Local Government Act 1974 - 14.2.1992 at 2.20 pm

Land Covenant in Transfer A469937.2 - 14.8.2000 at 3.14 pm

A469937.3 Transfer creating the following easements in gross - 14.8.2000 at 3.14 pm

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey electric power	Lot 1 Deposited Plan 82630 - herein	A DP 82630	Orion New Zealand Limited	
Convey electric power	Lot 1 Deposited Plan 82630 - herein	B DP 82630	Orion New Zealand Limited	

Subject to a right to convey electricity over part marked A on DP 82630 created by Transfer 5388243.1 - 31.10.2002 at 9:00 am

5388243.2 Mortgage to The National Bank of New Zealand Limited - 31.10.2002 at 9:00 am

Handwritten signatures and initials

SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School Premises

THE SCHOOL PREMISES

All that part of the Proprietors land as described in the First Schedule hereto delineated in red on the annexed plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the relocated school buildings comprising two classroom blocks with a total size of 352m² split into four classrooms including student toilet facilities, and a hall / library and administration block of total size of 260.4m², the former factory building comprising 377m² converted to school use and other improvements thereon.

W
MWA
MBA/ev

THIRD SCHEDULE

WORK TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL

Convert the former factory building on the site to two classrooms, toilet facilities and teaching rooms for the operation of the school.

This building will be converted and refurbished and services provided to it for the running of the school so that it complies with the New Zealand Building Code. Compliance with the Code will be established by means of a Christchurch City Council Compliance Certificate issued prior to the building being used for the operation of the school.

The appropriate professional consultants will be contracted by the Proprietor to convert and refurbish the former factory for use in the operation of the School on the site referred to in the First Schedule of the agreement. Structural additions and alterations are to be designed and certified by appropriate professional consultants, architects and engineers. The development of the former factory for use in the operation of the School shall meet Ministry of Education minimal standards for State Schools and shall not exceed Ministry of Education maximum standards for State Schools.

The Proprietor will be responsible for all matters pertaining to the resource consents, building consents and compliances to convert and refurbish the former factory on the site indicated in the First Schedule herein.

The Proprietors undertake to uphold the 2001 Agreement between the Proprietor and the Board of Trustees in respect of the Health and Safety Code of Practice – Integrated Code

The Proprietors will determine and uphold a ten year planned maintenance schedule for the school buildings and environment.

WJ

MM
15/09