

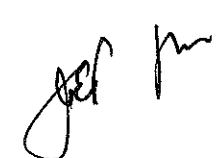
DATED the 3rd day of March 1992

BETWEEN INTERNATIONAL SOCIETY FOR
KRISHNA CONSCIOUSNESS
INCORPORATED

AND HER MAJESTY THE QUEEN

DEED OF AGREEMENT UNDER PRIVATE
SCHOOLS CONDITIONAL INTEGRATION
ACT 1975

WRIGHT WISEMAN & CO
SOLICITORS
AUCKLAND



THIS DEED made the 3rd day of March 1992

BETWEEN INTERNATIONAL SOCIETY FOR KRISHNA CONSCIOUSNESS
INCORPORATED at Auckland an Incorporated Society registered
under the Incorporated Societies Act 1908 ("the
Proprietor")

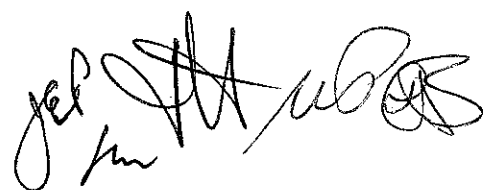
AND HER MAJESTY THE QUEEN acting by and through the Minister Of
Education ("the Minister")

WHEREAS

- A. THE Proprietor is the owner of THE HARE KRISHNA SCHOOL ("the
School") at Main Road, Kumeu
- B. THE School is a residential primary school for boys and girls
from new entrants to Form 2 offering education with a Special
Character.
- C. THE Minister and the Proprietor have pursuant to Section 7(2) of
the Private Schools Conditional Integration Act 1975 ("the Act")
agreed to enter into this Deed of Agreement whereby the School is
to be established as an integrated school.

NOW THIS DEED WITNESSETH

1. THAT the Minister and the Proprietor hereby agree that the school
is to become an integrated New Entrant to Form Two school
pursuant to the Act.
2. THE School's Special Character as is hereafter described, shall
incorporate the education with a Special Character as provided in



the school AND IT IS HEREBY AGREED AND DECLARED that the school shall at all times in the future be conducted and operated so as to maintain and preserve the school's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the school the essential elements of which are:

- (a) Inculcation of a high moral code with a strong religious base following the Vedic culture of ancient India and stressing the philosophy of Krishna Consciousness as central to personal fulfillment through service to God.
- (b) Insistence upon high standards of behaviour and development of personal character through nurture of saintly qualities in each individual.
- (c) Encouragement of parental support through exemplary behaviour and observance of Krishna principles in the home.

3. SUBJECT to the provisions of this Deed of Agreement the Proprietor:-

- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the education with a Special Character provided by the School
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the education provided by the School as defined in clause 2 of this Agreement.
- (c) May, if the Proprietor determines that the Special

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Character of the School as defined in clause 2 of this Deed of Agreement has been or is likely to be jeopardised or the education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded, invoke the powers conferred by the Act.

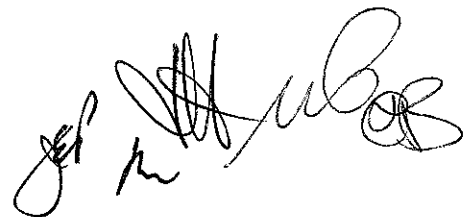
4. ON behalf of the Proprietor it is hereby agreed that:

(a) The Proprietor owns the land and improvements in the First Schedule ("the Proprietor's land") a copy of the relevant certificate of title of which is hereunto annexed.

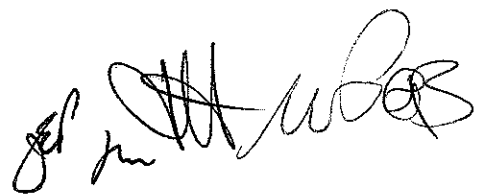
(b) The school premises comprise that part of the Proprietor's land together with the improvements described in the Second Schedule ("the School Premises").

(c) The Proprietor shall set apart and appropriate as owner all the School Premises and all chattels and other assets of the Proprietor associated with the school exclusively for the purposes of the school as an integrated school so that the controlling authority of the school shall have the exclusive right to the possession and use of the school premises, chattels (being the chattels described in the Schedule of Chattels) and other assets PROVIDED THAT

(i) The School Premises and all chattels and other assets associated with the school premises shall be available for use by the Proprietor or by staff employed by the Board of Trustees at any time when the school premises and chattels are not required for school purposes.

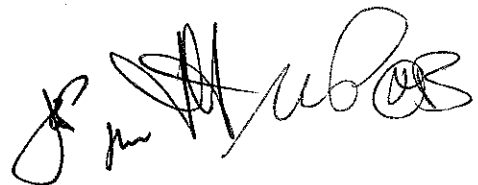
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- (ii) With the consent or at the request of the Proprietor, the Board of Trustees may grant the use of the School Premises and chattels to other persons at any time when the school premises and chattels are not required for school purposes. The Board of Trustees shall not unreasonably or arbitrarily withhold its consent to such use at any time when the School Premises and chattels are not required for school purposes.
- (iii) The Board of Trustees may make payment of a reasonable fee by the Proprietor or other persons a condition of the use of such facilities.
- (d) The Proprietor shall accept and meet the liability for all mortgages liens and other charges upon the land and buildings comprising the School Premises.
- (e) The Proprietor shall plan, pay for and execute the improvements to the School Premises and associated facilities described in the Third Schedule to the minimum standard for comparable State schools prevailing at the effective date of this Deed of Agreement such works to be carried out by the various dates specified in the Third Schedule.
- (f) The Proprietor shall upon completion of any improvements to the electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School Premises in terms of Regulation 45 of the Electrical Supply Regulations 1976 or such regulations

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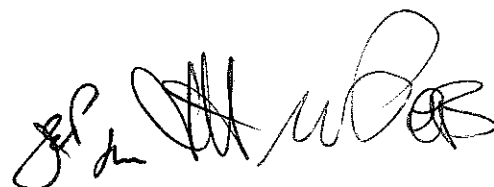
as shall be in force in substitution for the same.

- (g) The proprietor shall plan execute and pay for such capital works and associated facilities at the school as may be approved or required from time to time by the Minister pursuant to Section 40 (2) (d) of the Private Schools Conditional Integration Act 1975.
- (h) The Proprietor may own or hold upon trust and control and maintain any land, buildings and associated facilities, that although not part of the integrated school premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the special character of the school.
- (i) The Proprietor shall insure all the buildings chattels and other assets owned or held upon trust by the Proprietor for the purposes of the school against risks normally insured against in some responsible insurance office in New Zealand and further acknowledges the obligation on it created by Section 40 (2) (h) of the Private Schools Conditional Integration Act 1975.
- (j) No person employed at the school and paid for his/her services in whole or in part out of money appropriated by Parliament shall be paid by the Proprietor or its servants or agents any remuneration additional to that provided for by the Act or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a similar position in a State school PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Act apply shall continue to

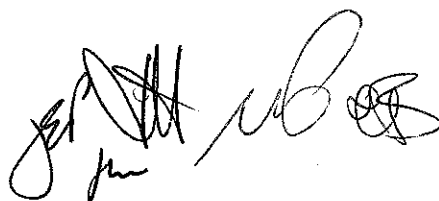
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be paid no less than the same salary and be accorded the same status as he/she received or was accorded on the day before the effective date of integration.

5. THE land and buildings constituting the School Premises are subject to the debts, mortgages, encumbrances, easements, licenses, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First and Second Schedules hereto.
6. SUBJECT to the provisions of Clause 4(e) and 4(g) of this Deed of Agreement the Minister, after the effective date of this agreement, shall maintain the land, buildings and associated facilities comprising the School Premises as shown on the plan (Fourth Schedule) attached hereto as though the school were a State school, EXCEPT that the parties hereto agree that the building delineated green situated on the integrated site and currently being used as classrooms shall remain the exclusive responsibility of the Proprietor who shall be responsible for maintenance of the building thereby relieving the Minister of any obligation with respect to the maintenance of the building but not relieving the Proprietor of any obligation in respect of the building as may be determined by law or stipulated in this agreement. The Proprietor shall maintain this area in a condition that provides for the health and safety of staff and students for as long as they are in use.
7. THE Proprietor agrees that pursuant to paragraphs (e) and (g) of clause 4 of this Deed of Agreement it will bring the school up to the minimum standard of accommodation laid down from time to time by the Secretary of Education for a comparable state school.

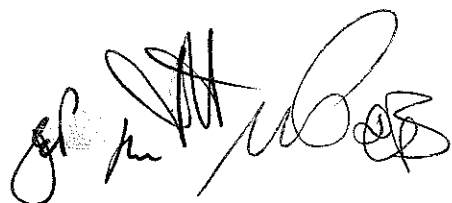
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8. THE Proprietor with the consent of the Minister, which consent shall not be unreasonably withheld, shall have the right to raise funds against the security of the School Premises for the purpose of carrying out additions and/or improvements to the School Premises or to the residential premises and facilities associated therewith.
9. THE controlling authority of the school shall be the Board of Trustees as constituted pursuant to the provisions of the Education Act 1989. The Board of Trustees shall be elected in accordance with the provisions of the School Trustees Act 1989.
10. THE Hare Krishna School had a roll of 22 pupils as at the 30th June 1990. The predicted roll for the 1991 school year is 22. It is agreed by the parties hereto that the maximum school roll shall be 50 pupils in New Entrant to Form 2.
11. PREFERENCE of enrolment at the school under Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.
12. THE Proprietor together with its servants agents and licensees shall, subject to the proviso of Section 40 (2) (i) of the Act, have at all reasonable times access to the school sufficient to ensure that the special character of the school is being maintained and also to enable it to exercise the powers and carry

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out the responsibilities vested in it and imposed on it by the Act and by this Deed of Agreement.

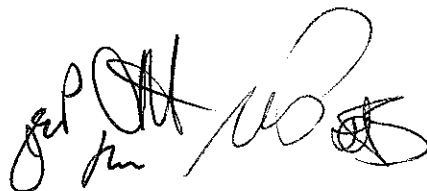
13. AN advertisement for the position of Principal of the school shall state that a willingness and ability to take part in religious instruction appropriate to the school shall be a condition of appointment.
14. WHERE any of the costs associated with the use of any other part of the Proprietor's land that is not part of the School Premises for the purposes of this Deed of Agreement cannot be separated from the costs associated with the operation of the school premises, the Proprietor and the Board of Trustees shall contribute to such costs according to their respective use of the facilities in respect of which the costs have been incurred.
15. THE Proprietor may enter into an agreement with the parent(s) or other person(s) accepting responsibility for the education of a child whereby as a condition of the enrolment and attendance of that child at the school, the parent(s) or other person(s) shall pay attendance dues at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the Gazette. Any such agreements shall be subject to the other provisions of S.36 of the Act and in particular to the provisions of S.36 (3) which require that such monies are to be used solely for the purpose of paying for such improvements to the school buildings and associated facilities as may be required by any integration agreements pursuant to S.40 (c) of the Act, or for such capital works as may be required by the Minister pursuant to S.40 (2) (d) of the Act or for meeting debts, mortgages, liens or other charges associated with the land and the buildings that constitute the School Premises and the

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Proprietor shall establish and keep accounts and provide true copies thereof in compliance with S.36(8) of the Act.

16. THE Proprietor will at all times ensure that the following services are available to the school at the points indicated in the attached plan:
- (a) Water supply
 - (b) Sewerage drainage
 - (c) Stormwater drainage
 - (d) Electric power
 - (e) Firefighting water supply - to be maintained as a constant static reservoir of not less than 8,000 gallons.
17. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the proprietor to the Secretary of Education without first obtaining the consent of the Secretary.
18. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of school holiday pay due and paid by the Minister in respect of any time up to the date of the deed of agreement to any person employed at the school up to the effective date of integration.
19. THE following variation from standard patterns of organisation is approved in respect of the School.

A mid-term break may be taken provided the School is open for the number of teaching half days required in each year in terms with the Education Act 1964, of the Education Act 1989 and without

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contravening the provisions of any regulations made thereunder.
The School being a boarding School may open on Waitangi Day,
Anzac Day, Queens Birthday and Anniversary Day when they fall
within the School term subject to the approval of the Secretary
of Education.

20. THE effective date of this Deed of Agreement shall be the *6th*
day of *March* 1992.
21. ON and after the effective date specified in this Deed of
Agreement, the Hare Krishna School shall be an integrated school
in terms of the Private Schools Conditional Integration Act 1975.
22. THE Proprietor enters into and executes this Deed of Agreement
pursuant to the powers contained in Section 7 (3) of the Private
Schools Conditional Integration Act 1975.

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

EXECUTED by the said)
INTERNATIONAL SOCIETY FOR)
KRISHNA CONSCIOUSNESS)
INCORPORATED by affixing its)
Common Seal hereto in the)
presence of:)

.....*ASail*.....
.....*W. B. B. B.*.....
.....*John Haines*.....



SIGNED by the Senior Manager)
National Operations Wellington)
pursuant to authority delegated)
by the Minister of Education)
acting on behalf of Her Majesty)
The Queen in the presence of:)

J. Edrassen

.. *Judith Manchester* WITNESS
.. *Liaison Officer* ADDRESS
.. *53 Creswick Terrace*
.. *Wellington 5*

EXECUTED by INTERNATIONAL SOCIETY
FOR KRISHNA CONSCIOUSNESS INCORPORATED
by affixing the Common Seal in the
presence of:

..... *[Signature]* COUNCILLOR
..... *[Signature]* COUNCILLOR
..... *[Signature]* COUNCILLOR/SECRETARY



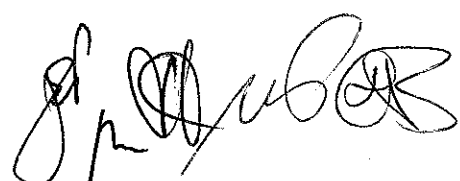
FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

An estate in fee simple in all that parcel of land containing 36.1629 hectares more or less being Lot 1 Deposited Plan 75058, part Lot 1 Deposited Plan 29311 and Allotment 655 Parish of Paremoremo being all the land comprised in Certificate of Title Volume 30D Folio 571 (North Auckland Registry) a copy whereof is hereunto annexed

SUBJECT TO Provisions of Section 36(4)
Counties Amendment Act 1961
applicable to Lot 1 Plan 75058 and
part Lot 1 Plan 29311
Fencing Covenant in Transfer 060440.1
affecting Allotment 655
376 177.1 Gazette Notice
Mortgage C040153.1

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Transfer No. 092348.5
N/C. Order No.

REGISTER

30 D / 571

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 8th day of August one thousand nine hundred and Seventy-five under the seal of the District Land Registrar of the Land Registration District of North Auckland

WITNESSETH that RALPH CATES & SON LIMITED at Auckland

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 36.1629 hectares more or less being Lot 1 Deposited Plan 75058, part Lot 1 Deposited Plan 29311 and Allotment 655 Parish of Paremoremo

wahro
Assistant Land Registrar

The provisions of Section 36 (4) Counties Amendment Act 1961 are applicable to Lot 1 Plan 75058 and part Lot 1 Plan 29311

wahro
A.L.R.

Fencing covenant in Transfer 060440.1 (affects Allot 655)

wahro
A.L.R.

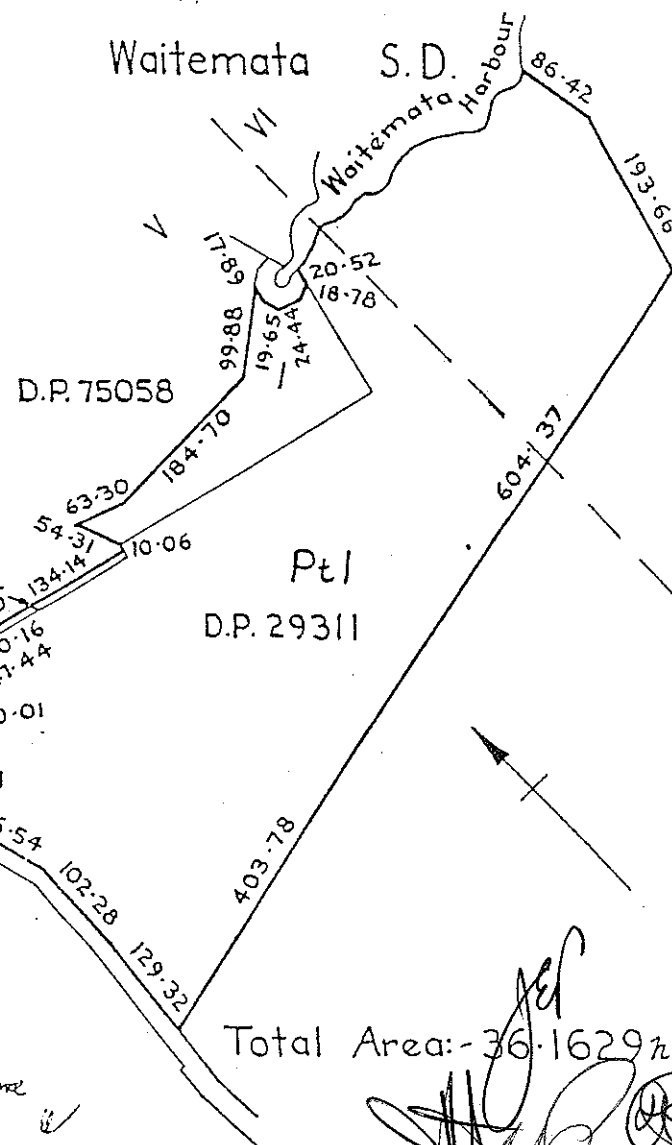
501896.1 Mortgage of Hammond Jackson Securities Limited 19.1.1976 at 2.05 p.c.

for A.L.R.

376177.1 Gazette Notice (N.Z. Gazette 15 December 1977 p. 3269 declaring part of State Highway 18 (Brighams Creek to Albany) from its junction with State Highway 16 to the Rangitopuni River Bridge to be a limited access road - 1.2.1978 at 2.13 p.c.

for A.L.R.

Measurements are Metric



Total Area: 36.1629 ha

MH

No. 30 D / 571

A.L.R.

A.L.R.

A.L.R.

A. L. R.

A. L. R.

A.L.R.

A. L. R.

A.L.R.

A.L.R.

A.L.R.

A.I.

A. B. R.

SECOND SCHEDULE

Description of land buildings and other
improvements comprising the school premises

THE SCHOOL PREMISES

All that part of the Proprietor's 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 the School buildings
thereon (described as follows*) SAVE AND EXCEPT
that portion more particularly delineated in
green on the annexed plan hereto RESERVING to
both portions full rights of ingress and egress

- * Classrooms 1 and 2
- Office and staff room
- Library and toilets block
- Recreational area and
- Playing fields marked "A"

JEP h
[Signature]

HARE KRISHNA SCHOOL, RIVERHEAD

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

These works are to planned, executed and paid for by the Proprietor subject to the provisions of this schedule in relation to the buildings and associates facilities to bring them up to the minimum standard for a comparable state school.

Agreed Phasing of work to be completed by

1992 1993 1994

Building Requirements
Classroom Block

Replace to code, or strengthen to comply with NZS 3604

LIBRARY/TOILET BLOCK EXTERIOR

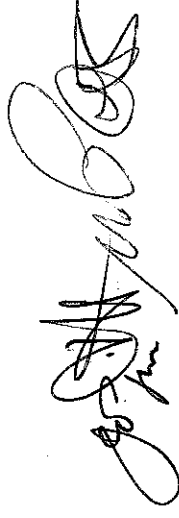
Roof:

- Complete flashing over library porch
- Provide ventilated skydome over shower area
- Eliminate ponding to roof
- Repair back vent pipe

x
x
x
x

x

THIRD SCHEDULE



Agreed Phasing of work to be completed by

1992 1993 1994

WALLS

Repaint walls and joinery
Replace hollow core doors with exterior
quality solid core

x

x

INTERIOR
LIBRARY

Provide cover battens and cornice beads
to ceiling linings
Repaint ceiling
Replace entrance doors

x

x

x

STORE

Complete wall linings and decorate
Provide cover battens and cornice beads
to ceiling linings repaint
Provide vinyl floor covering

x

x

x

FEMALE TOILET

Reline with "Wet Area" lining
Repaint all trim and doors
Provide cover battens and cornice
beads to ceiling and repaint
Replace floor tiles with sheet vinyl
cores and welded

x

x

x

x

[Handwritten signature]

Agreed Phasing of work to be completed by

| <u>1992</u> | <u>1993</u> | <u>1994</u> |
|-------------|-------------|-------------|
|-------------|-------------|-------------|

SHOWER

Redirect cistern overflows to exterior of the building
 Change capping bead to shower tray to stainless steel
 Provide "Hardflex" compressed sheet to floor
 with floor drain
 Redecorate

| | | |
|---|--|--|
| x | | |
| x | | |

| | | |
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| | | x |
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ELECTRICAL

Upgrade fire alarm system to state school standards
 Provide cover battens to all exposes cables below
 1.8m from floor

| | | |
|---|--|--|
| x | | |
| x | | |

ARCILLARY PAVING

Consolidate and resurface road access

| | | |
|---|--|--|
| x | | |
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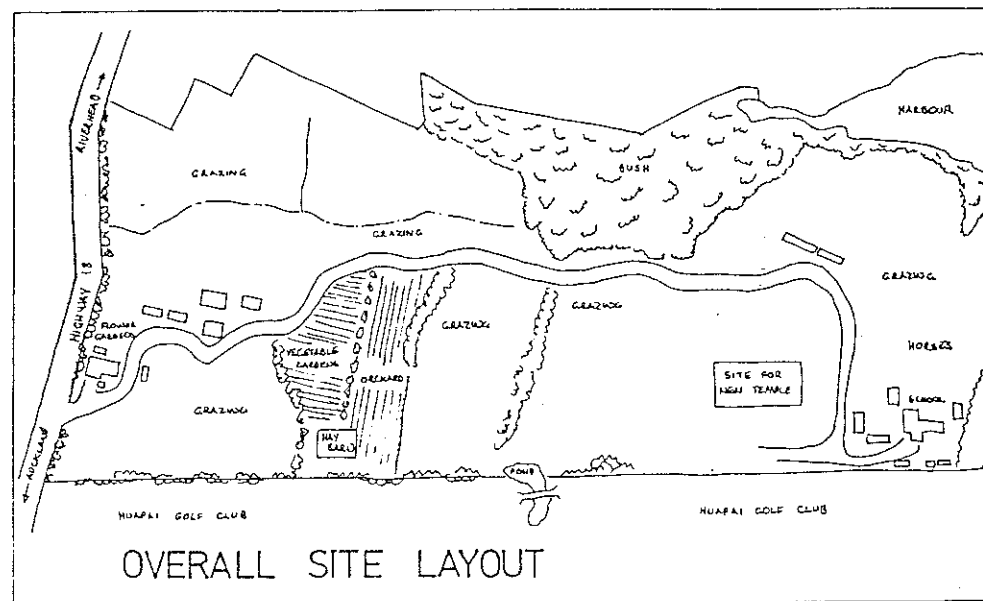
FOUL SEWER SYSTEM

Complete inspection requires by a registered
 drainlayer to confirm suitable operating condition
 prior to acceptance for integration.

| | | |
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| x | | |
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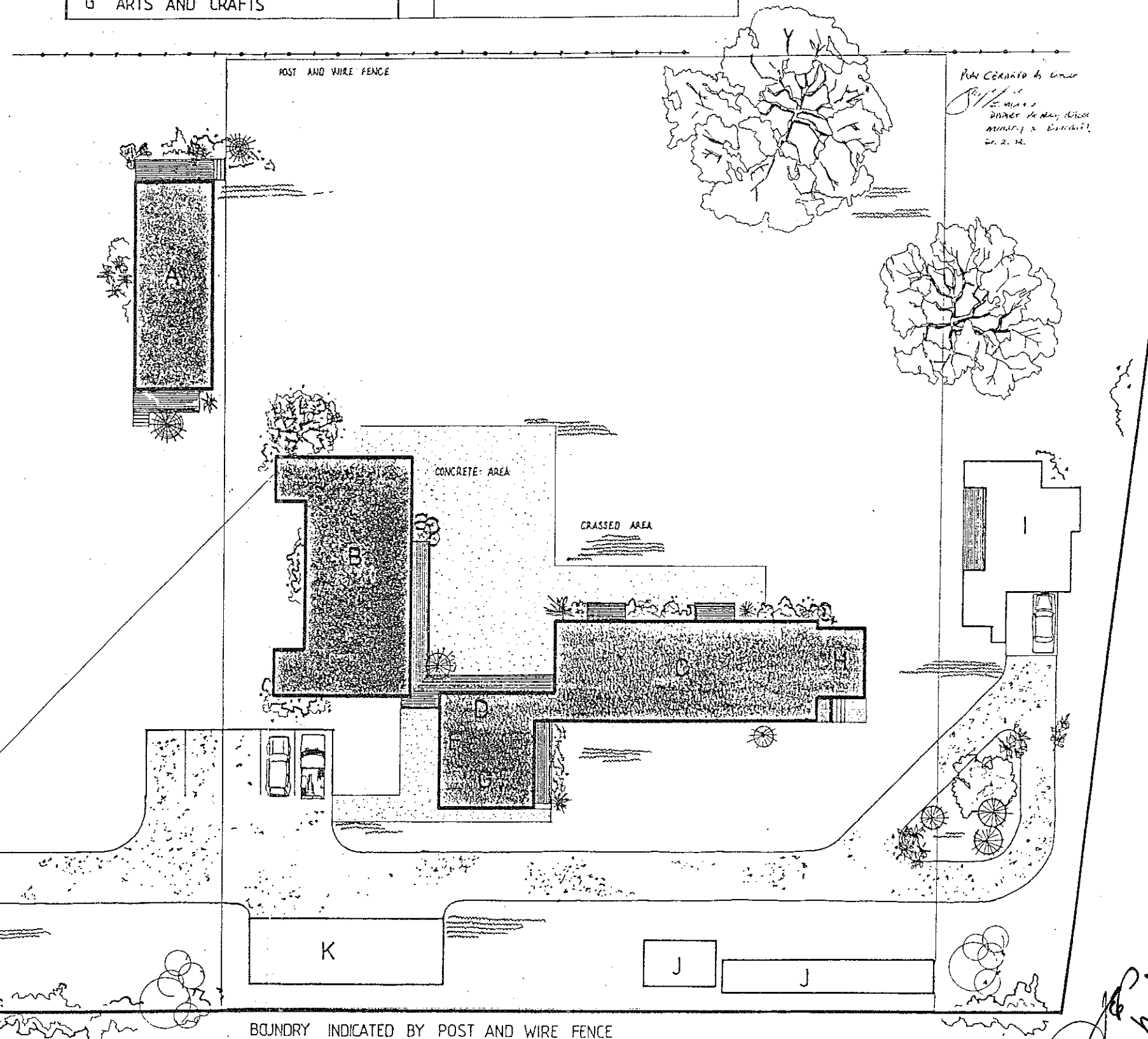
FOURTH SCHEDULE



| SCHEDULE OF BUILDINGS : | | | |
|-------------------------|-------------------|---|--------------|
| A | HALL | | |
| B | JUNIOR CLASSROOMS | H | WORKSHOP |
| C | SENIOR CLASSROOMS | I | DWELLING |
| D | LIBRARY | J | STORAGE |
| E | MALE WC | K | GARAGES |
| F | FEMALE WC | L | ACCOMODATION |
| G | ARTS AND CRAFTS | | |

DRAWN S. COLLINS
DATE FEB 92
SCALE 1:200

PH S. COLLINS 416-8983 / 83 TOTARA RD, WHENUAPAI



BOUNDRY INDICATED BY POST AND WIRE FENCE

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