

## SUPPLEMENTARY DEED OF AGREEMENT

### HILLVIEW CHRISTIAN SCHOOL

**This deed** is made on the 14<sup>th</sup> day of *December* 2004

**between** **The Trustees of the Evangelistic Church and South City Christian Centre Education Trust Inc** being the proprietor of **Hillview Christian School** (formally St Martins Christian School) the said proprietor being a body duly incorporated under the Charitable Trusts Act 1957 (hereinafter together with its successors and assigns called "the Proprietor") of the first part.

**and** **Her Majesty the Queen** acting by and through the Minister of Education (hereinafter called "Minister") of the second part.

- Whereas**
- A. By Deed of Agreement bearing date the first day of September, one thousand, nine hundred and ninety five (1995) 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 Privates Schools Conditional Integration Act 1975 established St Martins Christian School, Christchurch as an integrated school (hereinafter referred to as "the School)
  - B. The Proprietor and the Minister are now agreed that the maximum number of non preference pupils shall be 24.
  - C. The Proprietors and the Minister are now agreed on the need to amend Clause 22 of the original Deed of Agreement pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975.
  - D. The Proprietor and the Minister are now agreed on the need to amend Clause 1 changing the designation from an Integrated Primary School to an Integrated Composite school.

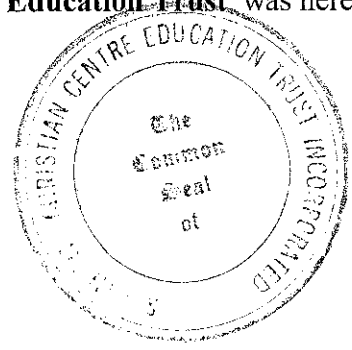
Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

Now this deed of agreement witnesses that it is hereby covenanted agreed and declared by and between the parties hereto as follows:

1. The number "340" in the third line of clause 22 of the original deed of agreement be deleted from that agreement and the number "452" be substituted therefore, and to take effect as of 28<sup>th</sup> January 2005. *Thomas ABO*
2. The reference to the words '10% of the maximum roll of the School' in the 5<sup>th</sup> line of clause 23(b) of the original Deed of Agreement be amended by deleting the words and substituting the expression '24', and to take effect as of 28<sup>th</sup> January 2005. *Thomas ABO*
3. The reference to the words 'Integrated Primary' in the second line of clause 1 shall be deleted from the agreement and the words 'Integrated Composite' shall be substituted therefore, and to take effect as of 28<sup>th</sup> January 2005. *Thomas ABO*
4. The plans attached to the **Second Schedule** of the original deed of agreement identifying all of the School premises forming part of the Integrated School be replaced by the amended plans attached hereto including the plans attached for 1.5 hectares of land and buildings at 125 Wilsons Rd purchased 30 September 1999. It is noted and agreed that the increased land and building area no longer affects Proprietor maintenance funding (now based on pupil numbers) but will affect operations grant calculations for the School.

**The common seal of South City Christian Centre Education Trust** was here affixed in the presence of )

*[Handwritten signature]*  
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**SIGNED by**

*[Handwritten signature]*  
\_\_\_\_\_

Kathy Phillips )  
Senior Manager )  
National Operations )  
Ministry of Education )  
pursuant to authority delegated by the )  
Minister of Education acting on behalf of )

**HER MAJESTY THE QUEEN** in the presence of:

*[Handwritten signature]*  
Adviser  
Ministry of Education  
Wellington