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SUPPLEMENTARY DEED OF AGREEMENT

Kaikohe Christian School, Northland

THIS DEED OF AGREEMENT is made on the 5th day of March two thousand and nine (2009) between **Kaikohe Christian Fellowship Trust (the "Proprietor")** hereinafter 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 18th July 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 Kaikohe Christian School (hereinafter referred to as "the School") was established as an integrated school.
- B** The Proprietor and the Minister are now agreed to vary the Deed of Agreement pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975.

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

1. The Principal Agreement is amended by omitting the expression "**Kaikohe Christian Fellowship Trust**" whenever it occurs and substituting the expression "**Celebration Trust**".
2. **THAT** the words "*the maximum roll of the Kaikohe Campus shall be one hundred (100)*" in clause 20 of the Deed of Agreement be deleted from the agreement and the words "*the maximum roll of the Kaikohe Campus shall be on hundred and fifty six (156)*" be substituted therefore.
3. **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.

S
Date

DEED dated 24th day of August 2005

PARTIES

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

Kaikohe Christian Fellowship Trust (the "Proprietor")

WHEREAS

- A. The Proprietor is the owner of the Kaikohe Christian School ("School") By Deed of Agreement bearing the date 18th July 1997, as varied by subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor agreed to the integration of the School pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975.
- B. Pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975 the Minister and the Proprietor have agreed to vary the Deed of Agreement by this supplementary agreement in order to have two separate maximum roll provisions for the Kaikohe and Kerikeri campuses (**School Roll Clause 20**) and to integrate the land and buildings of the Kerikeri campus as part of the Integrated School Premises (**First and Second Schedule**).

The parties agree as follows:

1. **VARIATION OF SUPPLEMENTARY AGREEMENT**

- 1.1 The Supplementary Agreement 18th November 2002 varying the Deed of Agreement for the School shall be varied as follows:

Clause 20 specifying that the maximum roll be set at one hundred and five (105) shall be revoked and replaced with the following clause:

Clause 20 It is agreed that subject to any amendments as provided for by Supplementary Agreements, the maximum roll of the Kaikohe Campus shall be one hundred (100) and the maximum roll on the Kerikeri Campus will be seventy five (75).

- 1.2 The **First Schedule** as varied by the Supplementary Deed of Agreement dated on the 18th day of November two thousand and two shall be varied as follows:

The following two paragraphs shall be inserted into the **FIRST SCHEDULE** after the legal description of "**THE PROPRIETOR'S LAND**" and before the words "**SUBJECT TO.**"


M. P.

All that land, buildings and other improvements leased by the Kaikohe Christian Fellowship Trust more or less situated in Hone Heke Road, Kerikeri and being specifically described as follows and delineated in green on the plan submitted in this supplementary agreement forming part of the Second Schedule hereto.

All that parcel of land containing 1.1712 ha more or less situated in the Kerikeri General District and being Lot 1 on the Deposited Plan 207304 XI Kerikeri SD, Certificate Title 135D/50.

- 1.3 The **Second Schedule** shall be varied by attaching the submitted plan titled "Kerikeri Campus".
- 1.4 That clause 5 of the Principal Agreement be amended to refer to both owned land and "leased land" by the addition of a new clause:

Clause 5A - Leased Premises

The Proprietor hereby expressly agrees, that all land, buildings and improvements, as specified and described in the Second Schedule, which for the time being is held on lease by the Proprietor ("the Leased Premises") for the purpose of an integrated school site and for integration of the Leased Premises, shall cease to be integrated for the purposes of the Private Schools Conditional Integration Act 1975 upon the expiry of that lease or sooner termination, or upon the assignment or transfer of the Proprietor's interest in that land for whatever reason, and all references in this Integration Agreement to the integration of the Leased Premises or its use for integrated school purposes, shall no longer have any effect, including reference to the maximum roll specified in this Integration Agreement as far as it applies to the Leased Premises.

2. **EFFECTIVE DATE**

- 2.1 The Effective Date of this deed amending the Supplementary Agreement is the ~~1st day of January 2005.~~

24th day of August 2005. *[Handwritten initials]*

3. **GENERAL**

- 3.1 The Minister and the Proprietor agree that this supplementary agreement only varies the Supplementary Agreement to the Integration Agreement to the extent set out in this deed.

[Handwritten initials and signature]

SIGNATURES:

**THE COMMON SEAL OF KAIKOHE
CHRISTIAN FELLOWSHIP TRUST** was
hereunto affixed in the present of:



Trustee *[Signature]* Chairperson *[Signature]*

Signature of witness *[Signature]*

Occupation *SOULTOR*

City/town of residence *NAIKOHE*

SIGNED by **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:

[Signature: Kathy Phillips]

Signature of witness *[Signature]*

Occupation *Adviser*

City/town of residence *Ministry of Education, Wellington*

[Handwritten initials]