

## SUPPLEMENTARY DEED OF AGREEMENT

Dated 3 day of April 2006

### PARTIES

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

The KingsWay Trust (the "Proprietor")

### WHEREAS

- A. The Proprietor is the owner of KingsWay School ("School"). By Deed of Agreement bearing the date 5th November 1998 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 Orewa and Jireh-Kumeu campuses (**School Roll Clause 19**) and to integrate the land and buildings of the Jireh-Kumeu campus as part of the Integrated School Premises (**First and Second Schedules**).

The parties agree as follows:

### 1. VARIATION OF SUPPLEMENTARY AGREEMENT

- 1.1 The Supplementary Agreement dated 1<sup>st</sup> September 2005 varying the Integration Deed of Agreement shall be revoked and replaced with the following clause (**Clause 19**):

**Clause 19:** It is agreed that subject to any amendments as provided for by Supplementary Agreements, the maximum roll of KingsWay School shall include a maximum of sixty (60) pupils for the Jireh-Kumeu campus. The staged maximum rolls include the following:

- I. 1,000 pupils for the 2006 and 2007 calendar years;
- II. 1,100 pupils for the 2008 and 2009 calendar years; and
- III. 1,200 pupils to apply from the commencement of the 2010 calendar year.

The increase in the maximum rolls is further subject to:

- IV. Kingsway School implementing an enrolment scheme, and
- V. Kingsway School not starting any additional classes at year 7 and above until such time the Ministry of Education is satisfied that the Orewa and Whangaparaoa colleges are viable year 7 to 13 schools.

- 1.2 The **First Schedule** as varied by the Supplementary Deed dated on 20<sup>th</sup> January 2006 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.**"

All that land, buildings and other improvements leased by The KingsWay Trust more or less situated at; 21 Access Road, Kumeu, 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 .1722 ha more or less situated in the North Auckland General District and being Lot 1 on the Deposited Plan 62479 SD, Certificate Title NA19D/188

- 1.3 The **Second Schedule** shall be varied by attaching the submitted site plan titled "Jireh-Kumeu 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**):

#### **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 Proprietors 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**

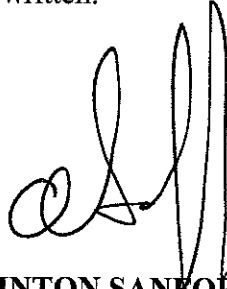
- 2.1 The Effective Date of the deed amending the Supplementary Agreement is the 7<sup>th</sup> day of **February** 2006.

## **3. GENERAL**

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



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



**SIGNED BY CLINTON SANFORD  
CHAIRMAN, KINGSWAY TRUST**

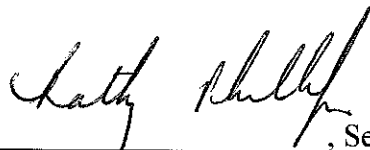
And sealed with his seal of Office

In the presence of:

*Kathleen Archibald*



**Kathleen Archibald  
Accountant's Assistant  
37 Alec Craig Way  
Gulf Harbour**



Signed by \_\_\_\_\_, 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:

*Mark Deen*  
*Adrian*  
*Wright*

NORTH

LOT 1  
DP 62479  
AREA 1722 m<sup>2</sup>

49626

5146  
4540

CARPARKING

36 648

CLASSROOM

TOILETS

UP

FIRE EXIT

CLASSROOM

KITCHEN

HALL

FIRE EXIT

YOU ARE HERE

FIRE EXIT

FIRE EXIT

FIRE EXIT

CLASSROOM

OFFICES

OFFICE

FIRE EXIT

FIRE EXIT

CARPARKING

70 479

ACCESS ROAD

JIREH SCHOOL — SITE PLAN

1:1200

29521