

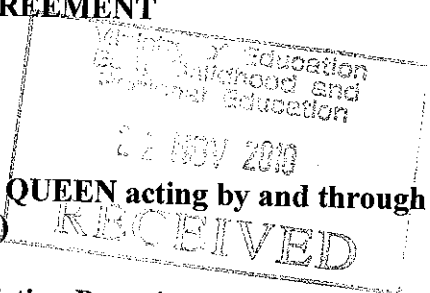
# SUPPLEMENTARY DEED OF AGREEMENT

Dated 12th day of November 2010

## PARTIES

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

The New Zealand Christian Proprietor Trust (the "Proprietor")



## WHEREAS

- A. The Proprietor is the lessor 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/Jireh-Kumeu campuses (**School Roll Clause 19**) and the Helensville campus to integrate the land and buildings of the Helensville 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 7<sup>th</sup> February 2006 varying the Integration Deed of Agreement shall be revoked and replaced with the following clause (**Clause 19**):

I. **Clause 19** It is agreed that subject to any amendments as provided for by Supplementary Agreements, the maximum roll of KingsWay School shall increase to a maximum of twelve hundred and fifty (1250) pupils for the KingsWay/Jireh-Kumeu/Helensville campuses.

- 1.2 The **First Schedule** as varied by the Supplementary Deed dated on 7th February 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 New Zealand Christian Proprietor Trust more or less situated at; 162 Awaroa Road, Helensville being the Southern Upper Floor of Clubrooms,

including foyer and stairway, and being specifically described as follows and delineated in red on the plan submitted in this supplementary agreement forming part of the second schedule hereto.

- 1.3 The **Second Schedule** shall be varied by attaching the submitted site plan titled "Helensville Campus".
- 1.4 The **Third Schedule** shall be varied by including the following items:
1. Ensure all glass windows comply with safety regulations by 1/2/2011
  2. Ensure smoke alarms are installed by 1/2/2011
  3. Ensure the fuse box is fully checked by a registered electrician by 1/2/2011
  4. Relocate the Helensville Campus to a new complying site within three years of the effective date of this agreement.

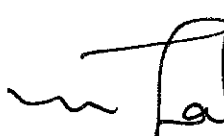
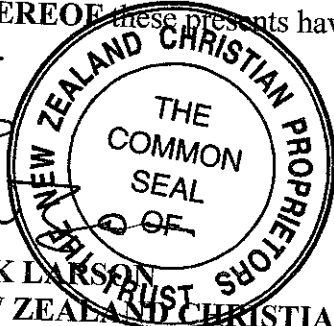
**2. EFFECTIVE DATE**

- 2.1 The Effective Date of the deed amending the Supplementary Agreement is the day of 12 November 2010.

**3. GENERAL**

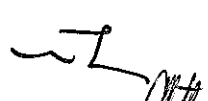
- 3.1 The Minister and the Proprietor agree that this supplementary agreement only varies the Integration Agreement to the extent set out in this deed and previous supplementary agreements.

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

  
  
SIGNED BY MARK LARSON  
CHAIRMAN, NEW ZEALAND CHRISTIAN PROPRIETORS TRUST  
And sealed with his seal of Office

In the presence of:



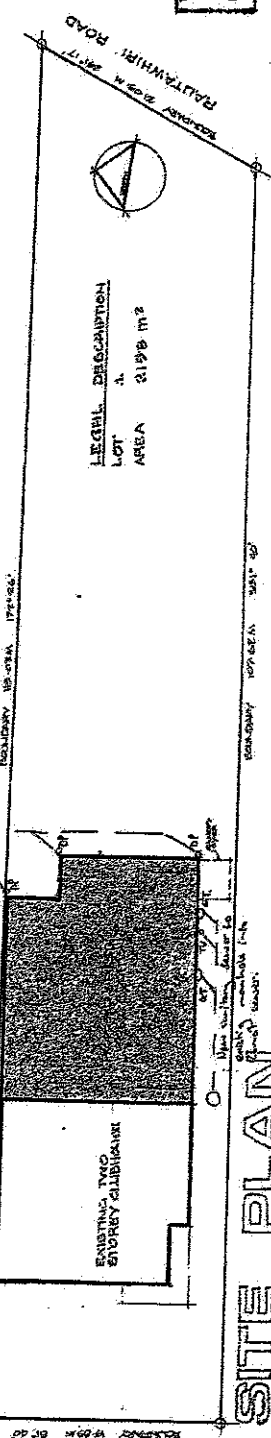


*Harwood*

Signed by Chris Harwood, Acting Group Manager,  
Education, Curriculum & Performance, Ministry of Education  
Pursuant to Authority delegated by the  
Minister of Education acting on behalf of  
**HER MAJESTY THE QUEEN** in the presence of:

*Daniel Reid*  
*Adviser*  
*MoE*

*DL*



**PLANS AND SPECIFICATIONS APPROVED**

SUBJECT TO BE SET ON THE CONDITIONS OF CONTRACT AND ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCALITY AND CLASSIFICATION WORKS COMMENCED

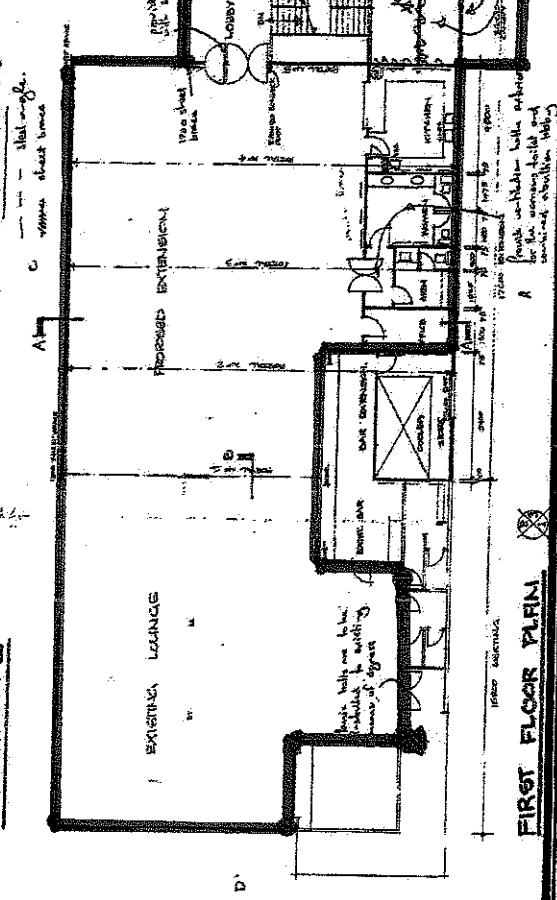
**15/10/24**

**IMPORTANT**

THE BUILDER IS RESPONSIBLE THAT ALL WORKMANSHIP SHALL BE DONE TO THE SATISFACTION OF THE INSPECTOR OF BUILDINGS.

**ELEVATION 1**

**ELEVATION 2**



**Notes**

- All change areas as with one to be worked with the existing building to be completed before the building is started.
- All walls are to be finished with a plastered finish.
- The existing external down system is to be replaced with a new one.
- Additional work with one to be completed.
- The existing external down system is to be replaced with a new one.
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- The existing external down system is to be replaced with a new one.

**FIRST FLOOR PLAN**

**ELEVATION 3**

**CARTER HOIT**

TECHNICAL SERVICES ENGINEER

REGISTERED ENGINEER

NO. 1000112800

15/10/24

**PROPOSED EXTENSIONS TO CLUBROOMS FOR HELENVILLE DISTRICT FOOTBALL CLUB**

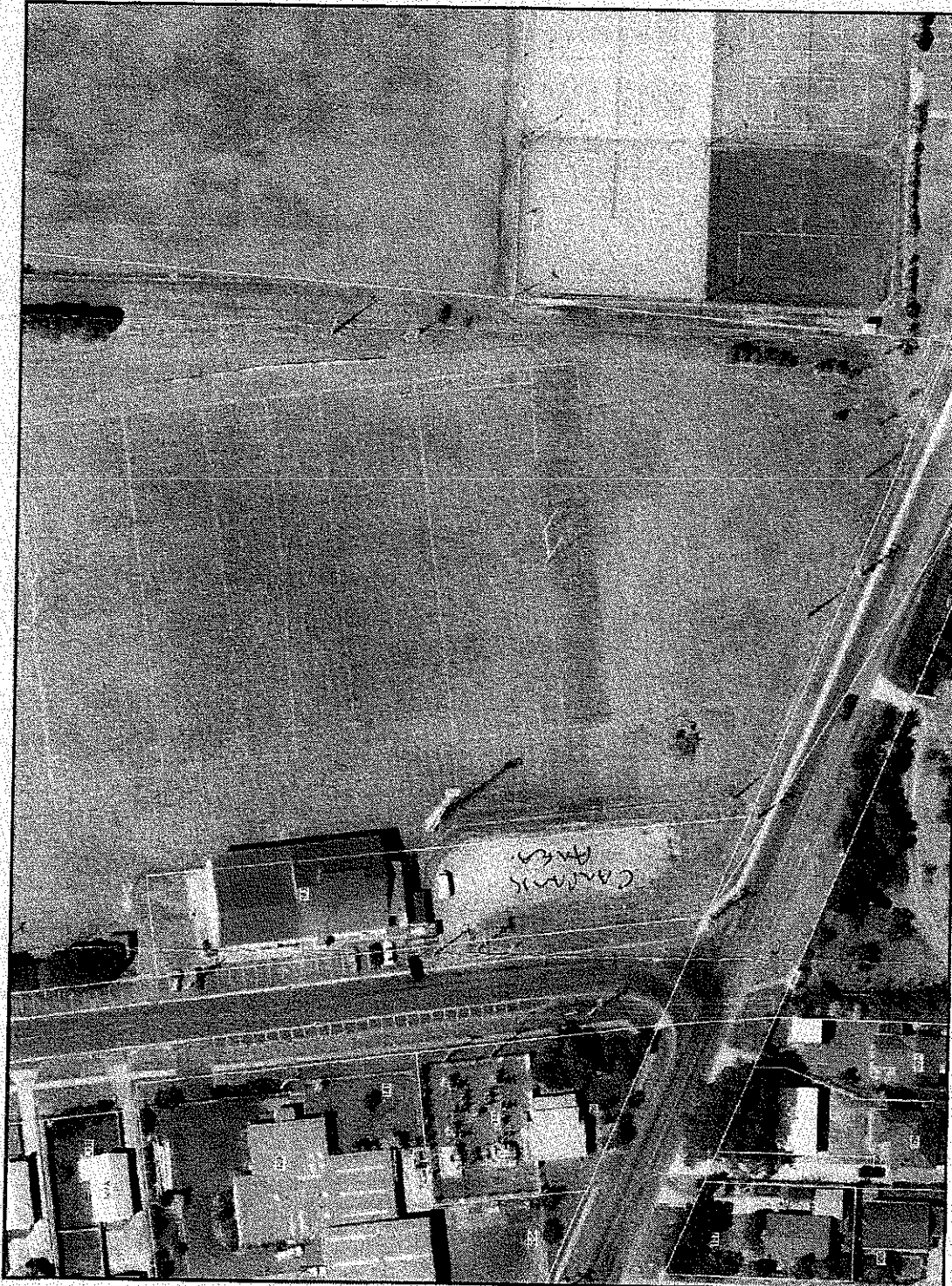
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15/10/24

**FLOOR PLAN - ELEVATIONS**

1000112800

15/10/24



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**Property Information**  
Search Result: 302176200  
Date of Imagery: null  
Date Report Created: 08/03/2010

**Data Statement**  
Accuracy of property boundaries 1-3m in urban areas, up to 30m in rural areas. Property boundaries and legal descriptions sourced from LINZ.

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