

SUPPLEMENTARY DEED OF AGREEMENT

KINGSWAY SCHOOL, AUCKLAND

THIS SUPPLEMENTARY DEED OF AGREEMENT is made on the 27 day of November 2013 between the NEW ZEALAND CHRISTIAN PROPRIETORS TRUST ("the Proprietor") and HER MAJESTY THE QUEEN acting by and through the Minister of Education ("the Minister").

BACKGROUND

- A By Deed of Agreement dated 5 November 1998, the Minister and The KingsWay Trust established KINGSWAY SCHOOL ("the School") as an integrated school, pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 ("the original Deed of Agreement").
- B By Deed of Novation dated 17 December 2009, the Minister, the Proprietor and the KingsWay Trust agreed that the Proprietor would become the new proprietor of KingsWay School.
- C The original Deed of Agreement has been varied by Supplementary Deeds of Agreement dated 26 May 1999, 24 June 1999, 20 January 2000, 15 December 2000, 8 March 2002, 1 January 2003, 3 August 2004, 6 June 2005, 1 September 2005, 20 January 2006, 3 April 2006, 28 January 2010, 12 November 2010, and 8 May 2012, in accordance with section 7(9) of the Private Schools Conditional Integration Act 1975 ("the Supplementary Deeds").
- D The Minister and the Proprietor have agreed to enter into a further Supplementary Deed of Agreement pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975 to vary Clause 19 and the Second Schedule of the original Deed of Agreement as amended by the Supplementary Deeds.

NOW THIS DEED OF AGREEMENT WITNESSES AND IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. THAT the words *"the maximum roll of the school shall be 1250 pupils"* in the 5th line in clause 19 of the Deed of Agreement be deleted from the agreement and the words *"the maximum school roll of the KingsWay School campus shall be 1405 students, with up to 1300 places of this maximum of 1405 allocated for students at the KingsWay campus, including up to 50 places of this 1300 allocated for students at the Tau Te Arohanoa Akoranga campus and with up to 105 places of the 1405 allocated for students at the Jireh campus."* be substituted therefore.

2. THAT the covenants conditions and restrictions contained and implied in the original Deed of Agreement as amended by the Supplementary Deeds shall be read and construed subject to the modifications herein contained but in all other respects the original Deed of Agreement as amended by the Supplementary Deeds is confirmed.

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

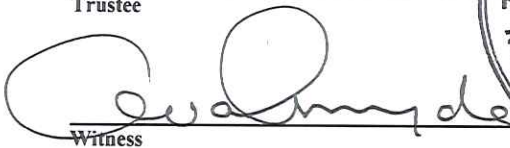
SIGNATURES:

**THE COMMON SEAL OF
NEW ZEALAND CHRISTIAN PROPRIETORS TRUST**

was hereunto affixed
in the presence of:



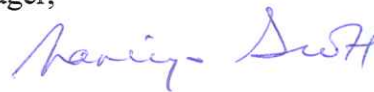
Trustee




Witness



Signed by **MARILYN SCOTT**, Acting Group Manager,
Education, Curriculum and Performance, Regional
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:




Claire Callard
Senior Advisor
Wellington