INTEGRATION DEED OF AGREEMENT

THIS DEED 1999 **BETWEEN** The Dunedin Christian Schools Association, a duly incorporated society under the Incorporated Societies Act 1908 ("the Proprietor") AND HER MAJESTY THE QUEEN acting by and through the Minister of Education ("the Minister") BACKGROUND A The Proprietor is owner of Liberton Christian School ("the School") В The Minister and the Proprietor have agreed to the integration of the School pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 ("the Act"). C The School was established in 1982 as a Primary School. It now operates as a Year 1 to Year 8 Primary School for girls and boys offering education with a Special Character.

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

| Agreement | . 1 | The minister and the Proprietor agree that the School is to become an Integrated Primary school pursuant to the Act. |
|--|-----|--|
| Board of Trustees | 2 | There shall be a Board of Trustees which shall be the controlling authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989 ("the Board"). |
| Proprietor's Land & Premises | 3 | The Proprietor is the owner of all land described in the First Schedule hereto and the improvements thereon ("the Proprietor's land"). |
| Integrated School Premises | 4 | The Integrated School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described in the Second Schedule and are hereinafter referred to as "the School premises". |
| Use of School Premises | 5 | The Proprietor agrees to set apart and appropriate as owner, all of the School premises identified on the plan attached in the Second Schedule, and all chattels and assets associated with the School premises, exclusively for the purposes of the School as an integrated School and further agrees that the Board shall have the exclusive right of possession and use of the School premises and all chattels and other assets associated with the School. |
| School Premises Proprietor Trustee's Use | 6 | At the request of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith to the Proprietor or other person or persons at any time when the School premises and chattels are not required for school purposes and the Board shall not unreasonably or arbitrarily withhold its consent where the use is one which is not in conflict with the maintenance of the special character of the school. The Board may require the Proprietor or other person or persons to pay a reasonable fee to the Board as a condition of such use. |
| School Premises External Use | 7 | With the consent of the Proprietor, the Board may grant the use of the School premises and all chattels and other assets associated therewith to any other person or persons at any time when the School premises are not required for school purposes and the Proprietor shall not unreasonably or arbitrarily withhold consent where the use is one which is not in conflict with the maintenance of the special character of the school. The Board may require any such persons or persons to pay a reasonable fee to the Board as a condition of use. |

| Proprietor's Debt | 8 | The Proprietor shall be responsible for all mortgages, liens and other charges upon the School premises. |
|----------------------------|----|--|
| | | |
| Upgrading Buildings | 9 | The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule, so as to |
| | | bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the |
| | | effective date of the Deed of Agreement. Such improvements shall be carried out in accordance with the dates specified in the Schedule. The Proprietor shall upon completion of any improvements to electrical services described in the Third Schedule arrange for the inspection of the School premises in terms of the |
| | | Regulations currently in force at the time. |
| | 10 | The Proprietor shall plan, execute and pay for such capital works and associated facilities as may be approved or required from time to time by the Minister pursuant to Section 40 (2) (d) of the Act. |
| Proprietors Other Land | 11 | The Proprietor may own, control and maintain any lands, |
| Other Land | | buildings, chattels and assets that, although not part of the |
| | | integrated premises, are regarded by the Proprietor as appropriate to maintain the Special Character of the School. |
| Insurance | 12 | The Proprietor shall insure the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor (if any) for |
| | | the purposes of the School against risks normally insured |
| | | against, in some reputable insurance office in New Zealand, and further acknowledges the obligation on it created by Section 40(2)(h) of the Act. |
| Future Maintenance | 13 | Subject to Clause 9 and 10 and any requirements placed on the proprietor to carry out deferred maintenance set out in the Third Schedule , the Minister after the effective date of this Agreement, shall maintain the land, buildings, chattels and associated facilities comprising the (Integrated) School premises as though the School was a State School. |
| Proprietor's Borrowings | 14 | The Proprietor, with the consent of the Minister, which consent shall not be unreasonably withheld, shall have the right to raise funds against the security of the School premises for the purposes of carrying out any additions and/or improvements to the School premises associated |

therewith and for such purposes may charge, mortgage or encumber the School premises or any part thereof.

Staff Remuneration and Terms of

15

Contracts of employment for persons employed at the School who are paid in whole or in part out of money appropriated by Parliament shall be negotiated in accordance with Part VII of the State Sector Act. 1988.

Employment

16

A teacher to whom the proviso to Section 71 (6) applies shall continue to be paid no less than the same salary and be accorded the same status as he or she received or was accorded on the day before the effective date of integration provided that in the case of such teacher who is paid more than a teacher with comparable service and qualifications in a state school the Proprietor shall, after the effective date of integration, ensure that the Crown (acting through the Minister) shall not be liable for payment of the difference in the salary.

Special Character Agreement

17

The School's Special Character shall incorporate education with a Special Character as provided in the School. IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character.

Special Character Statement

18 (a)

Liberton Christian School is a non-denominational Full Primary School (Year 1 - Year 8) operated by the Dunedin Christian Schools Association Inc. for the purpose of offering a comprehensive Christian primary education to families in the Christian and wider community in Dunedin.

(b) The Special Character of the school is determined by the Christian world and life view of the Dunedin Christian Schools Association Inc., as outlined in Articles III and IV of the Constitution of Dunedin Christian Schools Association Inc., which as the Proprietor continues to have the right to determine from time to time what is necessary to preserve and safeguard that Special Character.

(c) The school reflects this by:

- affirming that a personal knowledge of Jesus Christ, together with an acceptance of the authority of the Bible forms the basis for a Christian view of life.
- fostering in students the development of concepts, abilities, and creativity that seek to proclaim the marvel and potential of God's wonderful creation.

- nurturing in students a desire to faithfully develop their God-given gifts in the service of God and their neighbour.
- encouraging and developing in students the ability to make personal and communal decisions from a Christian perspective.
- accepting that the Special Character of the School is a visible expression of the Christian community and fostering this sense of community amongst families, teachers, and supporters of the school.

Proprietor's Rights & Responsibilities

19 The Proprietor shall:

- continue to have the responsibility to supervise the maintenance and preservation of education with a Special Character provided by the School:
- ii continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the School as defined herein:
- iii invoke the powers conferred upon it by the Act and this agreement should the Proprietor so determine if in the opinion of the Proprietor the Special Character of the school has been or is likely to be jeopardised or the education with such Special Character so provided is no longer preserved and safeguarded.

School Roll

The School had a roll of 36 pupils at the 1st day of April 1999 being the year in which the roll figures were compiled. It is agreed, subject to any amendments as provided for by Supplementary Agreements, that the maximum roll of the School shall be 62.

Enrolment Preferences

21 (a)

A preference of enrolment at the School under Section 29 (1) of the PSCI Act shall be given to those pupils whose parents/guardian(s) are members of the Dunedin Christian Schools Association Inc. or have a religious or philosophical connection with the objectives of the Dunedin Christian Schools Association Inc.. The Board shall not give preference of enrolment to any student unless the Proprietor

concurs that those parents have met these requirements.

| In accordance with Section 7(6)(h) of the Act, unless the Proprietor and the Minister otherwise agree and subject to places being available the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Act shall be limited to 10% of the maximum roll of the school. |
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| |

Access to School

22

The Proprietor together with its servants, agents and licensees shall subject to the proviso of Section (40)(2)(i) of the Act have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained and shall also have similar access to enable it to exercise the powers and carry out the responsibilities vested in it and imposed on it by the Act and by this Agreement.

Staffing, Principal's Appointment

23

An advertisement for the position of Principal of the school shall, in accordance with Section 65 (1)(a) of the Act state that a willingness and ability to take part in the religious instruction appropriate to the school shall be a condition of appointment. The principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

Tagged Positions

24

For the Purposes of Section 65 (1) (c) all permanent teaching positions in the school shall be designated by the Board as positions of importance carrying responsibility for religious instruction. A willingness and ability to take part in such religious instruction appropriate to the school shall be a condition of appointment, and this shall be included in all advertisements for teachers. Before appointing any person to the staff of the school, the Board shall consult with and obtain the agreement of the Proprietor in accordance with section 68 of the Act.

Staffing Restrictions

25

The Proprietor shall not engage any teachers between the date of execution of the Deed of Agreement and the effective date of Integration other than those whose names have already been notified by the Proprietor to the Secretary of education without first obtaining the consent of the Secretary.

Staffing Limits

26 (a)

The staffing entitlement of the School shall be the same as that for a comparable state school at the effective date of integration of the School.



- (b) In the event that the School Board employs more staff than that to which it is entitled to under clause 26(a), then the Proprietor shall ensure that there shall be no residual liability (which shall include payment for staffing over entitlement after integration, and any redeployment pertinent to this overstaffing) on the Crown acting through the Minister.
- (c) For the avoidance of doubt the Proprietor shall indemnify the Minister to the fullest extent permitted by law from any financial loss whatsoever the Minister may suffer from any breach or non observance of this clause by the Proprietor.

Attendance Dues

The proprietor may enter into agreements with the parents or other persons accepting responsibility for the education of pupils at the School providing that as a condition of the enrolment and attendance of each pupil at the School that the parents or other persons shall pay attendance dues pursuant to the provisions of Section 36 of the Act.

Definitions

Unless expressly provided for in this Agreement words and expressions shall have the meaning given those words and expressions in the Act.

Dated

- The effective date of this Deed of agreement shall be the fourth day of October 1999.
- On and after the effective date specified in this Deed of Agreement the School shall be an Integrated Primary School in term of the Private Schools Conditional Integration Act 1975.

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

SIGNED by

[John Hannah]

CHAIRMAN, DUNEDIN CHRISTIAN SCHOOLS ASSOCIATION

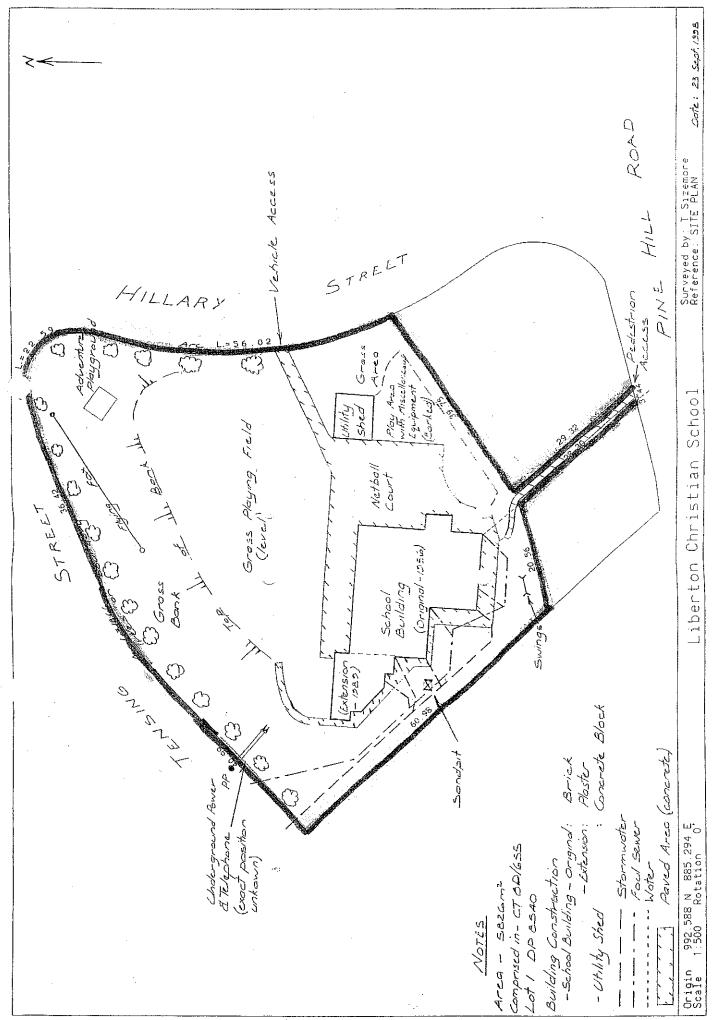
(John van Dyk)

in the presence of:

SIGNED by KATHY PHILIPS, 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:

Anne Devonshire

Public Servant 13a Feist Street Naenae



IN Note: All land and buildings to be integrated

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the school premises form part.

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by the Dunedin Christian Schools Association Incorporated more or less situated in the city of Dunedin being, Lot 1, DP 8540 and being Part Section 6 Block X, North Harbour and Blueskin Survey District, being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

Item 1 Certificate of Title, 8D/655

Notes

- 1 Item 1 is subject to Bank of New Zealand, mortgage number 59314307-1005
- 2 Subject as to part within land formerly comprised in C.T. 385/22 to the reservations and conditions imposed by Section 59 of the Land Act 1948.
- 3 X17217 Notice imposing a building line restriction affecting Tensing and Hillary Street frontages.

Prior C/T 3D/612

Transfer No. 561827/1 N/C. Order No.



REGISTER

8D/6

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 17th day of under the seal of the District Land Registrar

September one thousand nine hundred and eightyone the Land Registration District of OTAGO

WITNESSETH that DUNEDIN CHRISTIAN SCHOOLS association (INCORPORATED) being a duly incorporated Society having its registered office at Dunedin

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, deligented with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to sak: All that parcel of land containing 5826 Square Metres more or less situated in the City of Dunedin boths Lot 1 Deposited Plan 8540 and being part Section 6 Block X NORTH HARBOUR AND BLUDSKIN DETRICT.

Interests at date of Issue:

Subject as to part within land formerly comprised in C.T. 385/22 to the reservations As and conditions imposed by Section 59 of the Land Act 1948

X17217 Notice imposing a building line restriction affecting Tensing and Hillary Street frontages - 1.12.1955 at 10.01 am

561827/2 Mortgage to The Roman Satholic Bishop of the Diocese of Dunedin - 17.9.1981

MINN

A.L.R.

A.L.R.

Mortgage to Bank of New and - 11.10.1995 at 10.34 am

Δ T. P

Measurements are Metric

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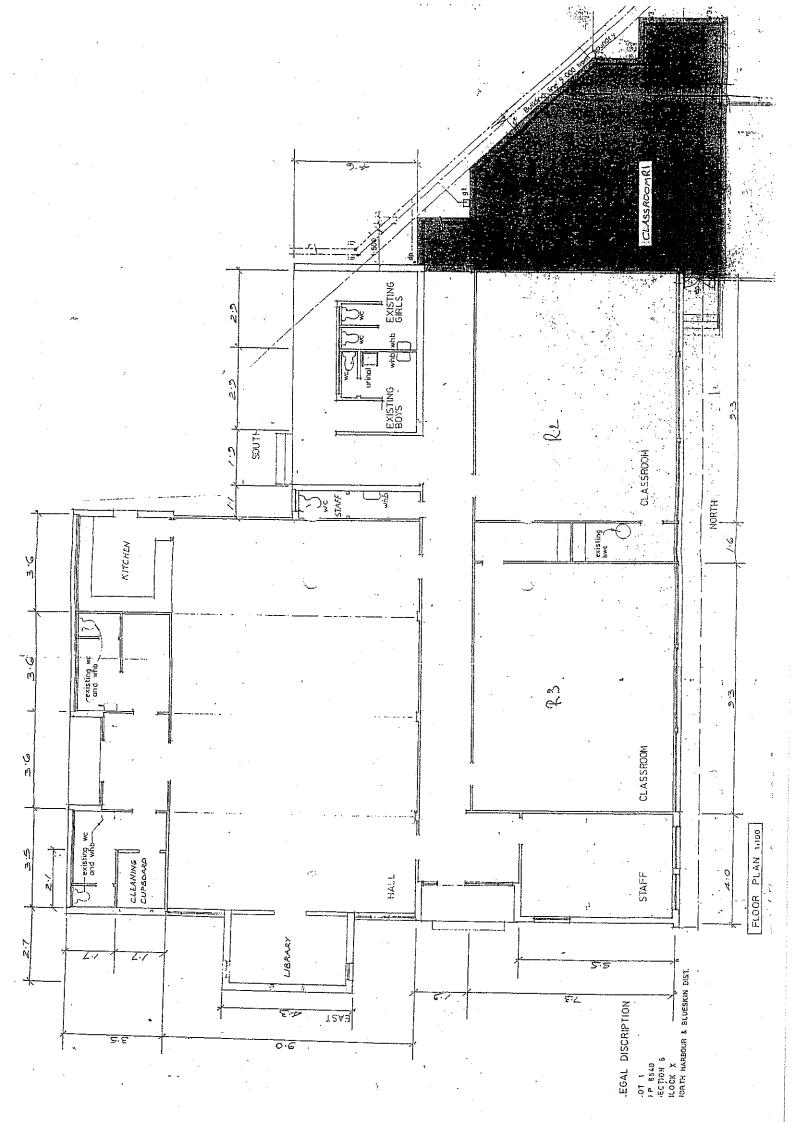
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SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises.

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto delineated in green on the annexed plan of the Proprietor's land, which forms part of this schedule, TOGETHER WITH, all the School buildings and other improvements thereon.



LIBERTON CHRISTIAN SCHOOL

THIRD SCHEDULE

WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL

THIS SCHEDULE IN RELATION TO THE BUILDINGS AND ASSOCIATED FACILITIES, TO BRING THEM UP TO THE MINIMUM THESE WORKS ARE TO BE PLANNED, EXECUTED AND PAID FOR BY THE PROPRIETOR, SUBJECT TO THE PROVISIONS OF STANDARD FOR A COMPARABLE STATE SCHOOL.

ALL WORK IS TO BE CARRIED OUT BY COMPETENT TRADESPERSONS OR IN A PROFICIENT MANNER TO MINISTRY OF EDUCATION STANDARDS.

Agreed Phasing of Work to be Completed

| | Intermediate | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 |
|---|--|----------|--|---|--|----------|----------|
| | 30.06.00 | 30.06.01 | 30.06.02 | 30.06.03 | 30.06.04 | 30.06.05 | 30.06.06 |
| Block Site 1 | | | | - | | | |
| Fence roadway boundaries | * | | | | | | |
| Upgrade Playground equipment so as to comply with AS/NZ 4422:1996 | * | | | | | | |
| Fit metal cover to trap outside basement door | | * | | - | | | |
| Overlay or replace all concrete paved areas | | | | | | * | |
| Install field drainage and take all necessary steps to prevent water entering basement area | ANTENNA CONTRACTOR CON | | The state of the s | S CAMPATIAC — Michigly PROPERTY CONNECS | HALF THE RESERVE AND A STATE OF THE PERSON NAMED IN THE PERSON NAM | * | |
| Investigate and carry out all necessary repairs to sunken area outside pupil toilets | | | | | | * | |
| Erect barrier to top of wall north west end of main building | , marine programme of the state | * | | ÷n | | | |
| Erect handrails to all stairs so as to comply with all the relevant acts and regulations | | | * | | | | |

| | 2005 2006 | • | 30.00.05 50.06.06 | |
|--------------|-----------|----------|---|--|
| | 20 | | | |
| | 2004 | 30.08 | - 1 | |
| 0000 | 2003 | 30.06.03 | | |
| 2000 | 7007 | 30.06.02 | | |
| 2004 | 7007 | 30.06.01 | *************************************** | |
| Intermadiate | | 30.06.00 | | |
| | | | | |

Block Site 2

As required or before agreed phasing date construction access ramps are to comply with NZS 4121 "Code of Practice for Design for Access and Use of Buildings and Facilities by Disabled Persons" or its equivalent

As required or before agreed phasing date remove all asbestos products and lead based paints

| MARKATA PARAMETER MARKATAN PARAMETER | най при | 30.06.00 | 2001 30.06.01 | 2002 30.06.02 | 2003 30.06.03 | 2004 30.06.04 | 30.06.01 30.06.02 30.06.03 30.06.04 30.06.05 30.06.06 | 2006 |
|--|---|--------------------------------|------------------|------------------|------------------|------------------|---|-------|
| Block Grounds Shed | | | | | | | | 00.00 |
| Exterior | | | | | | | | |
| Carry out repairs to roof at ridge | ARMANIANTANA ARMANIANTANA KATANA K | Personal Section of the Person | * | | | | | |
| Treat rusting to roof and repaint | | | * | | | | | |
| Repaint block work | nendabenninasia karandabenninasia. Josephinasia karandabenninasia karandabenninasia karandabenninasia kabandab | Annophore Copperation | * | | | | | |

2006 30.06.06

2005 30.06.05

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2003 30.06.03

2002 30.06.02

2001 30.06.01

Intermediate 30.06.00

| | | 1 of 17 |
|--|--|---------|
| | | Page 4 |

| Shed | |
|----------------|--|
| 3rounds | |
| lock (| |

Interior

Insulate and line ceilings •

Paint complete interior ...

| | broto march off and | 1000 | | | | | |
|---|---------------------|------------------|------------------|------------------|------------------|------------------|-------|
| | 30.06.00 | 2001 30.06.01 | 2002 30.06.02 | 2003 30,06.03 | 2004 30.06.04 | 2005 30 06 05 | 2006 |
| Block Main | | | | | | | 00.00 |
| Interior 5 | | | | | | | |
| Hall Toilets and Cloaks | • | | | | | | |
| Male Resurface existing wooden floor Redecorate | | | * | | | | |
| Provide hot water to handbasins | | | * * | | | | |
| Eemale Resurface existing wooden floor Redecorate | | | * | | | | · |
| Provide hot water to handbasins *********************************** | | | * * | | | · | |
| School Main Entrance Foyer Redecorate | | | | 100 | | | |
| Resurface Wooden Floor | | | * * | | | | |
| School Office/Staff Room Redecorate | | | | ~ · | · | | |
| Replace floor coverings | | | | | * | | |

| 2001 2002 2003 2004 2005 30.06.01 30.06.02 30.06.03 30.06.04 30.06.05 | 00.00 | 20.00.00 | 100000 | | | | 445 brit 444 Sharament |
|--|----------|----------|----------|----------|----------|----------|------------------------|
| 2001 2002 2003 2004 2005 | 30 08 08 | 30.06.05 | 30.06.04 | 30.06.03 | 30.06.02 | 30,06.01 | 30.06.00 |
| 1 1 1 1 | 2006 | 2002 | 2004 | 2003 | 2002 | 2001 | Intermediate |

Block Main

General

As required or before agreed phasing date install safety glass to all existing glass panels in doors and to all low level glazing in window in classrooms etc.

Supply and install one drinking fountain

Supply and install backflow preventor to water supply as required by local authority

Agreed Phasing of Work to be Completed

| | Intermediate 30.06.00 | 2001 30.06.01 | 2002 30.06.02 | 30.06.01 30.06.02 30.06.03 30.06.04 30.06.05 30.06.06 | 2004 | 2005 | 2006 |
|--|--|------------------|--|---|------|------|------|
| Block Main | France date at the contraction of the contraction o | | oginal delicence delicence della | | | | |
| Electrical 1 | | | | .* | | | |
| $Room \ 1$ Upgrade lighting and associated wiring to state school standard | | * | | | | | |
| Upgrade existing socket outlets to doubles and to the shuttered type | Martin Colonia | * | | | | | |
| Upgrade heating to state school standard all heaters to be controlled by wall mounted thermostat | | * | | | | | |
| Disconnect and blank off socket outlet under sink bench unit | * | | | | | | |

Agreed Phasing of Work to be Completed

| | Intermediate 2001 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 |
|--|-------------------|----------|----------|----------|---|----------|----------|
| | 30,06.00 | 30.06.01 | 30.06.02 | 30.06.03 | 30.06.01 30.06.02 30.06.03 30.06.04 30.06.05 30.06.06 | 30.06.05 | 30.06.06 |
| Block Main | | | | | | | |
| Flectrical 2 | | | | | | | ÷ |
| | | | | | | | |
| Room 2. Unarade lighting and accordated wiring to otate colour standard | | ÷ | | | | | |
| opgrade igning and associated withig to state scitoti standard | | e | | | | | |
| Upgrade existing socket outlets to doubles and to the shuttered type | | * | | | | | |
| Upgrade heating to state school standard all heaters to be controlled by wall mounted thermostat | | * | | | | | |

regulations 1997 and were necessary. NZS 3000 1997 and NZECP

and Amendments and Ministry of Education briefing documents.

| ония при | Intermediate 30.06.00 | 2001 30.06.01 | 2001 2002 2003 30.06.01 30.06.02 30.06.03 | 2003 | 2004 | 2004 2005 30.06.04 30.06.05 | 2006 |
|---|--------------------------|--|--|------|------|--------------------------------|----------|
| Block Main | | | | | | 2000 | 20.00.00 |
| Gas Installation | | | | | · | | |
| Refix existing metal cage at bottle storage area securely to the wall | * | | | | | | |
| Replace hand operated control valves with a key operated system. | * | | | | | | |
| Affix light gauge sheet metal to top 400m of bottle storage area gate. | * . | | | | | | |
| Affix approved signage to bottle storage area. Affix approved signage to pipework as required NZS 5807. | | ÷ | | | | | |
| Install protection to exposed pipework as required NZS 5261; 1996 part 206.3.1. | * , | | | | | | |
| Upgrade heating to state school standard in hall. | | River to the second sec | * | •• | | | |