

5-4

SUPPLEMENTARY DEED OF AGREEMENT

PARTIES

- (1) **THE RUDOLF STEINER SCHOOLS TRUST** a duly constituted Board pursuant to a certain Deed of Trust dated the 4th day of December 1962 (hereinafter with its successors referred to as “the Proprietor”);
- (2) **HER MAJESTY THE QUEEN** acting by and through the Minister of Education (hereinafter referred to as “the Minister”).

BACKGROUND

- A. Pursuant to the terms of a Deed made between the Proprietor and the Minister dated 29 September 1989 (referred to hereafter together with all amending deeds or agreements as “the Integration Agreement”), Michael Park School (“the School”) has been established as an integrated school pursuant to the provisions of the Private Schools Conditional Integration Act 1975.
- B. Clause 3.1 of the Integration Agreement states that the school premises are the land and improvements described in the First Schedule. The reference should be to the Second Schedule which describes the school premises; the First Schedule provides only a copy of the Proprietor’s land.
- C. The Second Schedule of the Integration Agreement (as amended by Deed dated 26 April 1993) states that all school buildings excluding Blocks I, II, III, X and XI are part of the School premises.
- D. The Proprietor now wishes to exclude Blocks XII and XIII from the school premises and the Minister has agreed to these Blocks being so excluded.

RS H. Kg.
J.M.C. ST

- E. The parties wish to vary the Integration Agreement and have agreed to enter into this deed for that purpose.

TERMS OF AGREEMENT

1. This Agreement shall have effect from the 12th day of December 1997 ("the Effective Date").
2. In Clause 3.1 of the Integration Agreement the word 'First' in line 7 is deleted and replaced with the word 'Second'.
3. From the Effective Date the buildings marked on the Plan as block XII and block XIII shall cease to be part of the school premises and the Second Schedule to the Integration Agreement shall be deemed to be amended accordingly.
4. The Proprietor covenants that from the Effective Date block XII and block XIII shall not form part of the school premises but may be used by the Proprietor as an early childhood and education centre and the Proprietor shall apply for the same to be licensed for the use of children under the age of five years pursuant to the Education (Early Childhood Centres) Regulations 1990.
5. The parties acknowledge and declare that save as amended by this Deed the terms and conditions of the Integration Agreement remain fully binding and in force.

AS SJ
z. z. g. J. MC

EXECUTED AS A DEED

DATED

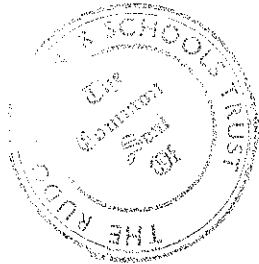
12th December

1997.

**THE COMMON SEAL of
THE RUDOLF STEINER SCHOOLS**

TRUST was hereunto affixed

in the presence of:



) *Kamulore Jennings*
) *Susan Todd*
) *Michael Saragov*
) *Judy McCracken*

SIGNED by

CATHY 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]*

[Signature]
advised
Wellington