

BETWEEN

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

AND

THE GISBORNE CHRISTIAN EDUCATION TRUST
- THE PROPRIETOR

SUPPLEMENTARY AGREEMENT TO INTEGRATION AGREEMENT

DEED dated this

22nd day of January 2003

BETWEEN
Minister

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

AND

THE GISBORNE CHRISTIAN EDUCATION TRUST
("the Proprietor")

Background

- A. Following the Integration Agreement dated the 28th day of September 1999 the Minister and the Proprietor, Sunrise Christian School was established as an integrated school, pursuant to s 7(2) of the Private Schools Conditional Integration Act 1975.
- B. The Proprietor and the Minister wish to vary the Deed of Agreement:
- (i) To take account the relocation of Sunrise Christian School from the temporary site at 71 Atkinson Street, Gisborne to the permanent site at 451 Nelson Road, Gisborne.
 - (ii) To replace the first, second and third schedules of the Deed of Agreement.

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1st of
AMF RMS

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Integration Agreement be amended as follows:

1.1 By deleting clause 3 and replace it with the following:

“3 The Proprietor is the owner of all the land and improvements described in the **First Schedule** hereto (“the Proprietor’s Land”).”

1.2 Be deleting clauses 4.1 and 4.2 and replacing them with the following:

“4 The Integrated School premises for the purposes of this Deed of Agreement are the land and improvements more particularly described as the Proprietor’s Land in the **Second Schedule** hereinafter referred to as “the School premises”.” *b.3, R.*

1.3 By deleting clauses 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 6.1, 6.2, 7, 12 and 14.2.

1.4 By deleting clauses 16.1 and 16.2 and replacing them with the following:

“16 Subject to clause 13 and any requirements placed on the Proprietor to carry 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 School premises as though the School was a State School.”

1.5 By deleting clause 21 and replacing it with the following:

“21 It is agreed, as provided for in Section 7(6)(g) of the Act, that the maximum roll of the School shall be 78 students.

1.6 By deleting the First, Second, Third, Fourth and Fifth Schedules of the Deed of Agreement and substituting therefor for the First, Second and Third Schedules annexed hereto for the new permanent site at 451 Nelson Street, Gisborne.

1.7 By deleting the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefor the Plan annexed hereto.

2. That the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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CLP

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



THE COMMON SEAL OF THE GIBBORNE CHRISTIAN EDUCATION TRUST

was hereunto affixed in the presence of

[Handwritten signatures]
RMStw
19 11 72

Theobald.

Raemyn Gwendolene Theobald.
5 Pine St. Gisborne.
(Early Childhood Teacher).

SIGNED by

Kathy Phillips

Kathy Phillips)
Senior Manager)
National Operations)
Ministry of Education)
pursuant to authority delegated by the)

THE MINISTER OF EDUCATION in the presence of:

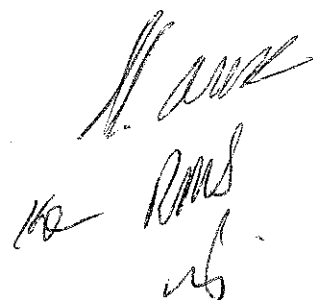
[Handwritten signature]
Wilson McEwen
Public Servant
13a Feist Street
Naenae

FIRST SCHEDULE

THE PROPRIETOR'S LAND

All that land, buildings and other improvements owned by The Gisborne Christian Education Trust more or less situate in 451 Nelson Road, Gisborne, being known as Sunrise Christian School and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing 2.1201 hectares more or less situate in the City of Gisborne being Lot 3 on Deposited Plan 9544 and being all the land in Certificate of Title Volume 4D/507 (Gisborne Registry).



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SECOND SCHEDULE

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

All that part of the Proprietor's land as described in the First Schedule hereto delineated in red 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 SAVE AND EXCEPT those building more particularly delineated in blue on the annexed Plan hereto.

Handwritten signatures and initials:
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me up
S. AK

THIRD SCHEDULE

Sonrise Christian School

The Proprietor to provide an additional 200m² of floorspace as per the Primary School Property Guide to cater for a roll of 78 pupils by 30th December 2006 or when a third teacher is appointed, whichever comes first. Maintenance funding will be adjusted accordingly to relevant entitlement floorspace.

RMS
[Signature]
[Signature]
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