

SUPPLEMENTARY DEED OF AGREEMENT

Rudolf Steiner School, Dunedin

THIS DEED OF AGREEMENT is made on the ^{3rd} day of ^{February} ~~two thousand and five (2005)~~ ^{two thousand and five (2005)} between the **RUDOLF STEINER SCHOOL TRUST (OTAGO)** (hereinafter referred to as "the Proprietor") of the first part and **HER MAJESTY THE QUEEN** acting by and through the Minister of Education (hereinafter referred to as "The Minister") of the second part.

WHEREAS

- A** By Deed of Agreement bearing date the 29th day of January 1993 as varied by any subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 established Otago Rudolf Steiner School – Kotuku School (hereinafter referred to as "the School") as an integrated school.
- B** The Proprietor and the Minister are now agreed on the need to amend the schedules of the Deed of Agreement pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975.

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

1. **THAT** clause 3.1 of the Deed of Agreement be amended by inserting the words "*or lessee or is in possession of*" after the words "*The Proprietor is the owner...*" so that clause 3.1 shall hereinafter read "*The Proprietor is the owner or lessee or is in possession of all the land...*".
2. **THAT** the First and Third Schedules of the Deed of Agreement be deleted and the First and Third Schedules annexed hereto be substituted therefore.
3. **THAT** the Plan contained in the Second Schedule of the Deed of Agreement be deleted and the Plan contained in the Second Schedule annexed hereto be substituted therefore.
4. **THAT** the Proprietor has entered into an unconditional Agreement with Ultimate Vistas Limited to purchase the land described in the First Schedule hereto (hereinafter referred to as 'the Proprietors land'). The Proprietor has taken possession of the Proprietors land pursuant to Special Condition 5 of the Agreement for Sale and Purchase dated 25 July 2005.
5. **THAT** the Proprietor has a written undertaking from The Prometheus Foundation to loan the Proprietor the monies required to complete settlement of the purchase

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of the Proprietors land from Ultimate Vistas Limited once Title has issued. The Proprietor will give a first registered mortgage over the Proprietors land to Prometheus Foundation as security for the loan.

6. 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.

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

SIGNED by the Trustees of the Rudolf Steiner School Trust (Otago) Incorporated

[Handwritten signature]
Clax McNeill



[Handwritten initials]

and sealed with the Common Seal
in the presence of :

Karyn Jane Vescoe
Facilitator
4 Uxbridge St
Munambay
Dunedin

[Handwritten signature]
Karyn J. Vescoe.

Signed by **KATHY 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 :

[Handwritten signature]
Kathy Phillips.

Theresa Helbb
Adviser
Wellington

FIRST SCHEDULE

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

All that land, buildings and other improvements currently owned by Ultimate Vistas Limited situated at 1 Fern Road, Ravensbourne, Dunedin being approximately 3.22 ha and being part of Part Section 32A, 32B Upper Harbour West Survey District (Certificate of Title 110570) shown as Lot 2 on the plan annexed hereto.

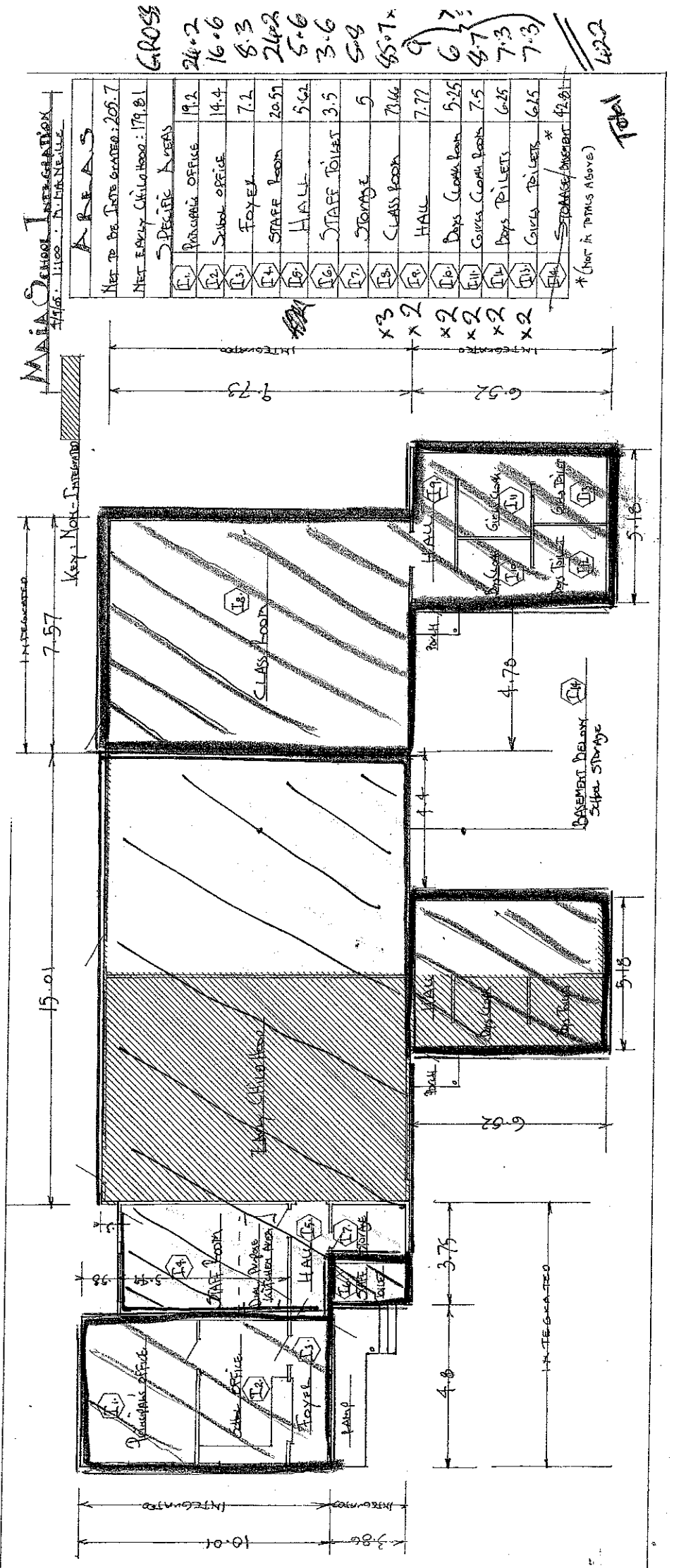
2. Proposed Mortgage debts:

Proposed Mortgage to The Prometheus Foundation in the amount of \$140,000.00.

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Mack
AC 70

Gross To be Integrated 215m²
 Gross ECE 201m²
 422m²

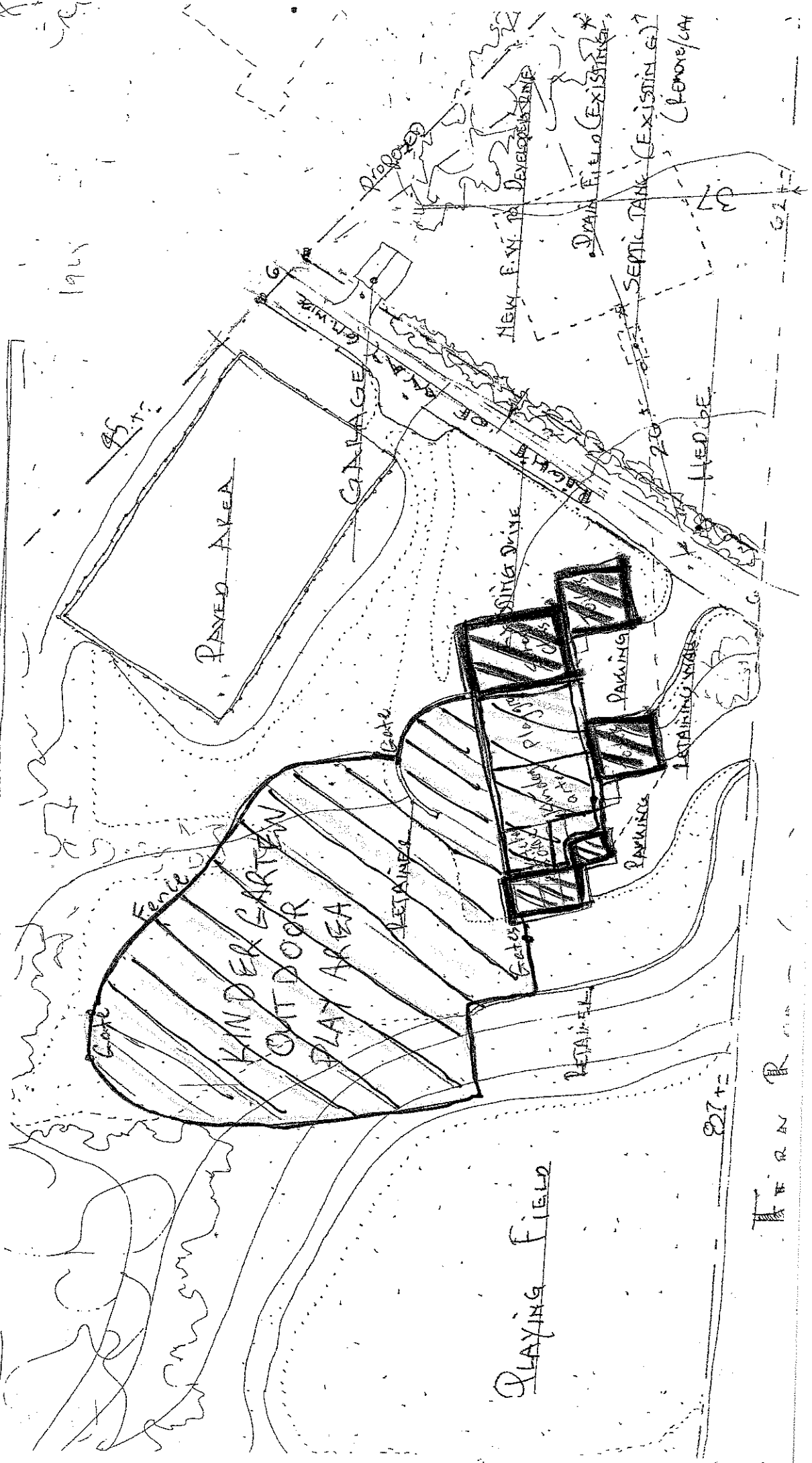
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PROPOSED MAIA SCHOOL REVISION

19/6/09 • Rev 26/08 • FERN ROAD MAIA • 1:500
SOUTH ISLAND DESIGN LIMITED • 1 MacNeille Rd | Port Chalmers 476-7304

CMW
3/2/06



PLAYING FIELD

27+

FERN R