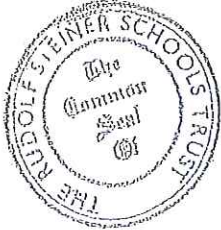


THE COMMON SEAL of
RUDOLF STEINER
SCHOOLS TRUST
was hereunto affixed
in the presence of:-



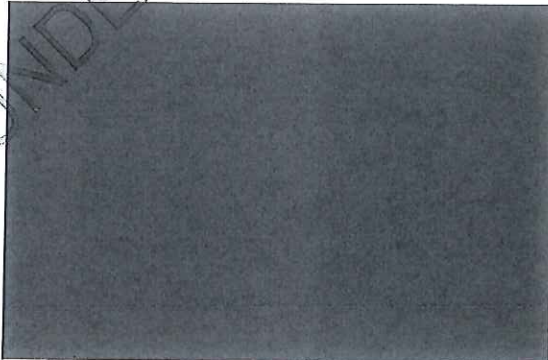
Myr [unclear]
Ma. [unclear]
Roshie Heath
Kamulore Kuning

~~SIGNED by~~
PETER ALLAN ATKINSON
Assistant Secretary
Administration pursuant
to authority delegated
by the Minister of
Education acting on
behalf of Her Majesty
the Queen
~~in the presence of:-~~

SIGNED BY
MAURICE DAVID DELLOW
acting Senior Manager
National Operations
for Minister of
Education acting on
behalf of
Her Majesty the Queen
in the presence of:-

Maurice Dellow

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Michael Park School

PARTIES

RUDOLF STEINER SCHOOLS TRUST

HER MAJESTY THE QUEEN

DEED OF VARIATION

John Holmes

Solicitor

West Plaza Building

3 Albert Street

Auckland

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Ph: (09) 309 2551

RELEASED UNDER THE OFFICIAL INFORMATION ACT

THIS DEED is made on the 15th day of May 1995

PARTIES

1. RUDOLF STEINER SCHOOLS TRUST a charitable trust board incorporated under the Charitable Trusts Act 1955 ("the Proprietor")
2. HER MAJESTY THE QUEEN acting by and through the Minister of Education ("the Minister")

BACKGROUND

- A. By Deed of Agreement bearing date 29 September 1989 as varied by Supplementary Agreement dated 26 April 1993 ("the Deed") the Minister and the Proprietor pursuant to Section 7(2) of the Private Schools Condition Integration Act 1975 established Michael Park School as an integrated school ("the School")
- B. The Proprietor and the Minister wish to vary the Deed of Agreement to take account of the changes introduced to the education system consequent on the passing of the Education Act 1989 and its subsequent amendments

THIS DEED WITNESSES

1. That any reference in the Deed to the Controlling Authority shall henceforth be deemed to be a reference to the Board of Trustees.
2. That any reference in the Deed to the Director General shall henceforth be deemed to be a reference to the Secretary of Education.
3. That in clause 3.2.4 of the Deed after the words "such improvements in the third schedule" shall be added the words "or such other dates as may be agreed upon from time to time between the Minister and the Proprietor".
4. That clause 9 of the Deed is hereby deleted and replaced with the following clause:

Ru G.C.A. J.

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“9.1 The Board of Trustees shall be the Controlling Authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.

9.2 The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.”.

- 5. That clause 17 of the Deed be amended by inserting after the words “Deputy Principal” in the first line of that clause the words “however described”.
- 6. That the words “the Controlling Authority” be deleted from clause 29 of the Deed and the words “the Minister” be substituted for them.
- 7. That the covenants, conditions and restrictions contained and implied in the Deed shall be read and construed subject to the modifications contained in this deed but in all other respects the provisions of the Deed are confirmed.

IN WITNESS of which this deed has been executed.

THE COMMON SEAL of)
 RUDOLF STEINER SCHOOLS)
 TRUST)
 was hereto affixed)
 in the presence of :)



Gulie C Andrews
 Trustee

Rodnie Heath
 Trustee

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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 :)

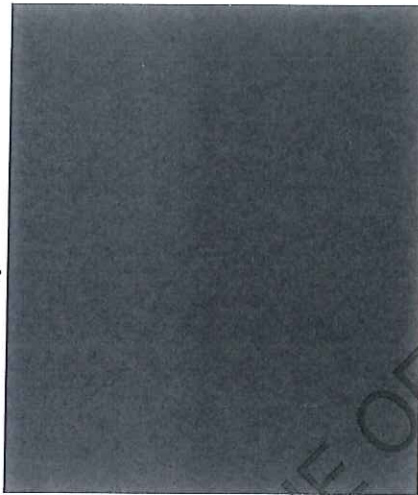
Kathy Phillips

Witness:

Name:

Occupation:

Address:



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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.

- 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 ST
 H. Hg. J. MC


SUPPLEMENTARY DEED OF AGREEMENT

MICHAEL PARK RUDOLF STEINER SCHOOL, ELLERSLIE

THIS DEED OF AGREEMENT is made on the 1st day of July One thousand nine hundred and ninety eight (1998) BETWEEN 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") 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 September 1989 as varied by any subsequent supplementary agreement (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to s 7(2) of the Private Schools Conditional Integration Act 1975 established Michael Park School as an integrated school (hereinafter referred to as "the School").
- B. The Proprietor and the Minister are now agreed on the need to amend Clause 10 of the Deed of Agreement pursuant to s7(9) of the Private Schools Conditional Integration Act 1975.

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

THAT the figure "400" in Clause 10 of the Deed of Agreement be deleted and the figure "430" be substituted therefor.

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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.

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

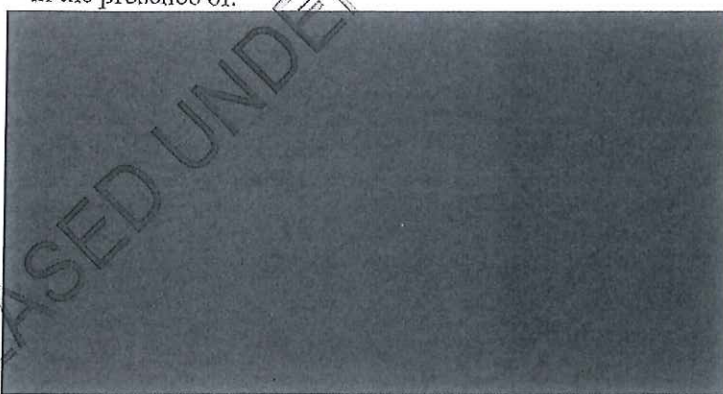
THE COMMON SEAL of)
THE RUDOLF STEINER SCHOOLS TRUST)
was hereunto affixed)
the presence of:)



Mr. Lanning (Trustee)
Mr. Johnson

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:

Kathy Phillips



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RELEASED UNDER THE OFFICIAL INFORMATION ACT

BETWEEN **HER MAJESTY THE QUEEN** in right of New Zealand acting by
and through the Minister of Education (“the Minister”)

AND **RUDOLF STEINER SCHOOL^S TRUST** (“the Proprietor”)

DEED FOR THE SETTLEMENT OF PAST MAINTENANCE DISPUTES

RELEASED UNDER THE OFFICIAL INFORMATION ACT

DEED dated this 7th APR 1999 day of199

BETWEEN HER MAJESTY THE QUEEN in right of New Zealand acting by
and through the Minister of Education ("the Minister")

AND RUDOLF STEINER SCHOOL^S TRUST ("the Proprietor")

Background

1. By an Integration Agreement dated 11 September 1989 between the Minister and the Proprietor ("the Integration Agreement") the School was established as an integrated school, pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975.
2. Under the Integration Agreement the Minister has an obligation to the Proprietor to maintain the School premises as set out therein.
3. The Proprietor considers that in certain respects the Minister has not met his obligation to maintain the School premises under the Integration Agreement.

The Association of Proprietors of Integrated Schools ("APIS") and the Ministry of Education have negotiated a settlement of all such maintenance disputes for members of APIS. The Proprietor is a member of APIS.

5. As a result, the Proprietor and the Minister are now agreed that all claims under the Integration Agreement, whether notified by the Proprietor or not, relating to maintenance of the School premises prior to the date of this Deed shall be settled by the payment of a money sum and wish to record their agreement in a formal Deed.

The parties agree as follows:

1. **Definitions**

- 1.1 In this Deed words and expressions shall have the same meaning as in the Integration Agreement and in the Private Schools Conditional Integration Act 1975, except that if a word or expression is defined in this Deed, that definition shall apply.
- 1.2 "Integration Agreement" – means the Integration Agreement for the School entered into between the Minister and the Proprietor dated **11 September 1989** together with any supplementary agreements thereto.
- 1.3 "Settlement Sum" has the meaning given to it by clause 2.1 of this Deed.
- 1.4 "The Deed" – means this Deed of Settlement.
- 1.5 "School" – means *Michael Park School, Ellerslie*

2 Settlement

2.1 The Minister shall pay the Proprietor **\$16,203.60 GST inclusive** ("the Settlement Sum") in full and final settlement of all claims which the Proprietor may have (or may subsequently identify) whether notified to the Minister or not and whether reasonably discoverable by the Proprietor or not, against the Minister relating to the Minister's obligation under the Integration Agreement to maintain the School premises which related to the period between the date the Integration Agreement came into force and the date of this Deed subject to the following conditions:

2.1.1 That the Proprietor was a member of the Association of Proprietors of Integrated Schools as at 22 October 1998 and remains a member as at the date of this Deed.

2.1.2 That there is no admission of liability by the Minister to the Proprietor in respect of any claim of the kind referred to in clause 2.1 of this Deed.

2.1.3 The terms of this Deed and the settlement will remain confidential to the parties save as required to be disclosed by law in accordance with the Official Information Act 1982 or otherwise according to law.

2.1.4 The Proprietor undertakes not to commence any legal proceedings in the future or make any claim for any alleged breaches of the Minister's obligation to maintain the School premises under the Integration Agreement that occurred prior to the date of this Deed.

IN WITNESS WHEREOF this deed has been executed on the day and year hereinbefore written.

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

Kathy Phillips



s. 9(2)(f)(iii) OIA

The Common Seal of the
RUDOLF STEINER SCHOOL TRUST
was hereunto affixed by
and in the presence of



Genevieve Keuning
(Trustee)

Frederic Leonard
(Trustee)

RELEASED UNDER THE OFFICIAL INFORMATION ACT

BETWEEN

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

AND

RUDOLF STEINER SCHOOL TRUST

SUPPLEMENTARY AGREEMENT TO INTEGRATION AGREEMENT

RELEASED UNDER THE OFFICIAL INFORMATION ACT

DEED dated this day of ~ 7 APR 1999 199

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

AND RUDOLF STEINER SCHOOL TRUST⁵
("the Proprietor")

Background

- A. Following the Integration Agreement dated the 11th day of September 1989 between the Minister and the Proprietor, Michael Park School, Ellerslie was established as an integrated school, pursuant to s 7(2) of the Private Schools Conditional Integration Act 1975.
- B. Under the Integration Agreement the Minister has an obligation to the Proprietor to maintain the school's premises. The Minister and the Proprietor have agreed that this obligation is to be discharged annually in two ways;
- (i) by the Minister funding the Board of Trustees of the school to carry out a certain part of the maintenance of the school premises; and
 - (ii) by the Minister paying a sum of money to the Proprietor for the Proprietor to carry out that part of the maintenance of the school premises not undertaken by the Board of Trustees of the school.
- C. Pursuant to s 7(9) of the Private Schools Conditional Integration Act 1975, the Minister and the Proprietor have agreed to vary the Integration Agreement by this Supplementary Agreement.

The parties agree as follows:

1. Definitions

1.1 In this Supplementary Agreement, words and expressions have the same meaning as in the Integration Agreement and in the Private Schools Conditional Integration Act 1975, except that if a word or expression is defined in this Supplementary Agreement, that definition shall apply.

1.2 In this Supplementary Agreement:

1.2.1 **"Board of Trustees"** means the Board of Trustees of the School

1.2.2 **"Depreciation Rate"** means the rate at which state school buildings are depreciated, as set out in the "statement of accounting policies" in the Ministry of Education's Annual Report;

1.2.3 **"Deemed Sum"** has the meaning given to it by clause 5.2;

1.2.4 **"Force Majeure Event"** has the meaning given to it by clause 8.1;

1.2.5 **"Effective Date"** means - 1 JAN 1999 ;

1.2.6 **"Integration Act"** means the Private Schools Conditional Integration Act 1975 and all amendments or any Act passed in amendment or substitution thereto;

1.2.7 **"Integration Agreement"** means the Integration Agreement for the School entered into between the Minister and the Proprietor dated the 11th day of September 1989 together with any supplementary agreements thereto;

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1.2.8 "Minister" includes the current and all future Ministers of Education, or any Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is responsible for the administration of the Integration Act;

1.2.9 "Ministry of Education Annual Report" means the annual report of the Ministry of Education presented to the House of Representatives under s 39 of the Public Finance Act 1989, or any Act passed in amendment or substitution thereto;

1.2.10 "Revised Sum" has the meaning given to it in clause 5.3;

1.2.11 "School" means Michael Park School, Ellerslie;

1.2.12 "Sum" means the sum calculated in accordance with clause 5;

1.2.13 "Supplementary Agreement" means this supplementary deed of agreement;

1.2.14 "Year" means the calendar year from 1 January to 31 December.

1.3 In this Supplementary Agreement:

1.3.1 headings are for reference only and shall not affect or relate to the construction of this Supplementary Agreement;

1.3.2 words that refer to one gender shall be deemed to encompass both genders;

1.3.3 references to clauses are references to clauses of this Supplementary Agreement;

1.3.4 any reference to state schools in this Supplementary Agreement, shall for the purpose of this Supplementary Agreement, not include integrated schools.

2. Effective Date

2.1 This Supplementary Agreement will come into force on the Effective Date.

3. Discharge of Maintenance Obligations

3.1 The Minister shall after the Effective Date pay to the Proprietor in each year the Sum, in consideration for which the Minister's obligations to the Proprietor under the Integration Agreement to maintain the School premises for that year which are not being discharged by the provision of funding by the Minister to the Board of Trustees or otherwise as the Minister thinks fit shall be discharged in full, subject to the provisions of clause 8. The Minister shall be under no obligation to pay any further amount for maintenance to the Proprietor or to undertake any maintenance otherwise than in accordance with this Supplementary Agreement.

3.2 The Minister may pay the Sum to the Proprietor in instalments on the same dates as the Minister provides operations funding to the Board of Trustees and the obligations referred to in clause 3.1 shall be deemed to be discharged at the time that all the instalments of the Sum are paid in each year.

4. Proprietor's maintenance obligation

4.1 The Proprietor must on receipt of the Sum in each year undertake the maintenance of that part of the School premises not required to be undertaken by the Board of Trustees during the course of that year to the standard to which the Crown maintains comparable state schools.

4.2 The Sum shall be applied to meet the obligation in clause 4.1. After the obligation in clause 4.1 has been met in full and if there is a balance of the sum remaining the Proprietor may apply the balance in the following ways:

4.2.1 to capital works or other purposes directly related to the School;

4.2.2 to maintenance, capital works or other purposes directly related to any other integrated school.

5. Calculation of the Sum

5.1 The Sum will be calculated on or before 1 January of each year in accordance with the following formula:

(a) The depreciated value (or net carrying value) of the buildings comprising state schools as shown in the most recent Ministry of Education Annual Report (V) is multiplied by the Depreciation Rate (r).

(b) The figure thus obtained is divided by the total number of students enrolled in state schools as determined by the most recent actual rolls used for the purposes of operations funding in the year preceding that for which sum is being calculated (S), to give a per student amount.

(c) The per student amount is then multiplied by the number of students enrolled in the School as determined by the most recent actual roll used for the purposes of operations funding in the year preceding that for which the sum is being calculated (R) (which number must not exceed the maximum roll provided for in the Integration Agreement).

(d) Goods and Services Tax is then added to this figure (GST).

(expressed in the following formula:

$$\frac{V \times R \times R}{S} + \text{GST} = \text{the Sum}$$

- 5.2 If it is not possible by 1 January in any year to calculate the Sum in accordance with clause 5.1 by using numbers and/or values from the immediately preceding year, the Sum shall be the sum for that preceding year (hereafter referred to as the "Deemed Sum").
- 5.3 If clause 5.2 applies and if the Deemed Sum has been paid in whole or in part in accordance with clause 3.1 the Minister shall calculate the Sum as soon as numbers and/or values are available for the preceding year in accordance with clause 5.1 (the sum so calculated being referred to hereafter as "the Revised Sum").
- 5.4 Subject to the provisions of clause 5.5, in the event that the Revised Sum is more than the Deemed Sum the Minister shall pay the amount of that difference. If the Deemed Sum is more than the Revised Sum the Proprietor shall pay to the Minister the amount of that difference. In either case the payment will be taken into account in the instalments of the Sum paid in accordance with clause 3.2.
- 5.5 If the Minister has in any year and for any reason paid the Proprietor more than the Proprietor is entitled to be paid under this Supplementary Agreement, the Minister may at his election recover the overpayment by deducting it from any instalments of the Sum payable, in the current or any future year or years.
- 5.6 Where the Effective Date is later than 1 January then in the first year of the operation of this Supplementary Agreement the Sum shall be deemed to be the amount of the remaining instalments of the Sum, calculated in accordance with this clause 5 for the whole year, payable for the period from the Effective Date to the end of that year.

6. Information

- 6.1 The Minister may by notice to the Proprietor, require the Proprietor to supply to the Minister any information including but not limited to accounting or banking records in the possession or control of the Proprietor (whether stored on electronic media or otherwise) relating to the performance of the Proprietor's obligations under the Supplementary Agreement.
 - 6.2 The Minister shall be entitled to make and retain copies of any information supplied to the Minister in accordance with clause 6.1.
7. Right to enter premises
 - 7.1 Any official or authorised agent of the Ministry of Education shall be entitled on reasonable notice to the Proprietor, to enter the premises of the School for the purpose of auditing and assessing the Proprietor's compliance with clause 4.1.
8. No liability for default in certain circumstances
 - 8.1 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Supplementary Agreement, if such act, omission or failure arises from any cause reasonably beyond its control including acts of war, epidemics, earthquakes, or other natural disasters or acts of God. (referred to hereafter as a "Force Majeure Event").
 - 8.2 The party unable to fulfil its obligations due to a Force Majeure Event shall:
 - 8.2.1 immediately notify the other in writing and provide full information concerning the Force Majeure Event including an estimate of the time likely to be required to overcome the event;

8.2.2 use its best endeavours to overcome the event and minimise the loss to the other party; and

8.2.3 continue to perform its obligations as far as practicable.

8.3 Notwithstanding clause 8.1 if in any year Parliament has not appropriated sufficient public money to enable the Minister to meet his obligations to all the proprietors of integrated schools with whom the Minister has entered into a supplementary agreement in the same (or similar) terms to this Supplementary Agreement, the Minister shall not be required to pay the instalments of the Sum from that point onward until an appropriation is made which enables the payment of the Sum to be recommenced. In that event the Minister shall only be required to pay the instalments of the Sum due from the date on which that appropriation is made.

8.4 If the Sum is not paid as a result of clause 8.3, the Minister's obligations under the Integration Agreement to the Proprietor to maintain the School premises, from the point that Parliament decides not to appropriate the monies until an appropriation is made which enables the payment of the Sum to be recommenced, will not be discharged and the Minister will be required to perform those obligations as if this Supplementary Agreement had not been executed.

9. Disputes

9.1 The Minister and the Proprietor shall endeavour to resolve by negotiation any disputes that arise between them concerning this Supplementary Agreement within 30 days of one party advising the other of the existence of the dispute.

9.2 If the Minister and the Proprietor are unable to resolve a dispute by negotiation, they shall refer the matter to mediation, and shall choose jointly a mediator. If the parties are unable to agree on the appointment of a mediator then the

mediator shall be appointed by the then New Zealand President of LEADR (Lawyers Engaged in Dispute Resolution New Zealand Inc) or failing that by the then President of the New Zealand Law Society. The mediation shall thereafter be conducted by the mediator in accordance with the usual practice for LEADR mediation.

- 9.3 The obligations of the Minister and of the Proprietor under this Supplementary Agreement shall not be affected by any dispute, and each party shall continue to perform its obligations as if the dispute had not arisen.

10. Termination

- 10.1 If the Proprietor is in breach of its obligations under this Supplementary Agreement and if in the reasonable opinion of the Minister the breach is able to be remedied the Minister may by notice to the Proprietor require that the breach be remedied within 60 days (or such further or other period as may be specified) of the date of the notice.
- 10.2 If the breach is not remedied within the period specified in the notice or if in the reasonable opinion of the Minister the breach is not capable of being remedied this Supplementary Agreement may be terminated on the giving of 14 days notice to the Proprietor.
- 10.3 If this Supplementary Agreement is terminated in accordance with this clause the Minister shall remain liable to maintain the School premises in accordance with the provisions of the Integration Agreement.
- 10.4 Nothing in this clause shall be construed as limiting or affecting the powers that the Minister has under the Integration Act.

11. No assignment

11.1 The Proprietor shall not assign all or any of its obligations under this Supplementary Agreement unless it has first obtained the prior written consent of the Minister

12. No Agency

12.1 The parties acknowledge and agree that the Proprietor is not an agent of the Minister or of the Ministry of Education and may not represent itself by its servants or agents or otherwise that it is an agent of the Minister or of the Ministry of Education.

13. General

13.1 The Minister and the Proprietor shall act in good faith to each other in respect of any dealings or matters under or in connection with this Supplementary Agreement.

13.2 It is acknowledged and agreed that this Supplementary Agreement only varies the Integration Agreement to the extent set out herein.

14. Notice provisions

14.1 All notices which are required to be sent under this Supplementary Agreement shall be in writing and sent to the address for notifications in accordance with the following clause unless otherwise agreed between the parties.

14.1.1 All notices to the Minister shall be sent to The Senior Manager, National Operations, Ministry of Education, PO Box 1666, Wellington, facsimile (04) 499-1327.

14.1.2 All notices to be sent to the Proprietor shall be sent to The Proprietor, Michael Park School, P.O. Box 11-224, Ellerslie, Auckland.

2.2 Payment of the Settlement Sum will be made to the Proprietor within three months of the date of this Deed.

3. Entire Agreement

3.1 The parties agree that this Deed contains everything that the parties have agreed on in relation to the matters that it deals with. The Proprietor cannot rely on any earlier document or anything said or done by the Minister or by the Minister's officials or by the Government employees, before this Deed was executed.

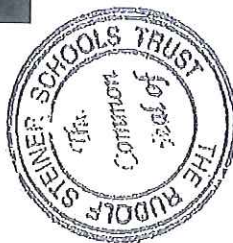
IN WITNESS WHEREOF this Deed has been executed on the day and year hereinbefore written.

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:



s 9(2)(f)(iii) OIA

THE COMMON SEAL OF
RUDOLF STEINER SCHOOL TRUST
was hereunto affixed by and in the presence of:



Katherine Fleming
(Trustee)
Heidi Leonard
(Trustee)

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

AND

RUDOLF STEINER SCHOOLS TRUST BOARD

**SUPPLEMENTARY AGREEMENT TO
INTEGRATION AGREEMENT
MICHAEL PARK RUDOLF STEINER SCHOOL,
AUCKLAND**

DEED dated 19 day of May, 2005

PARTIES

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

RUDOLF STEINER SCHOOLS TRUST BOARD ("the Proprietor")

BACKGROUND

- A. The Minister and the Proprietor signed a deed dated 7 April 1999 as a Supplementary Agreement ("**Supplementary Agreement**") varying the Integration Agreement dated Saturday, September 29, 1989 ("**Integration Agreement**") for Michael Park Rudolf Steiner School, Auckland ("**School**") pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975.
- B. Under the Integration Agreement the Minister has an obligation to the Proprietor to maintain the School's premises. The Minister and the Proprietor agreed in the Supplementary Agreement that this obligation is discharged annually in two ways;
- (i) by the Minister funding the Board of Trustees of the School to carry out a certain part of the maintenance of the School premises; and
- (ii) by the Minister paying a sum of money to the Proprietor for the Proprietor to carry out that part of the maintenance of the School premises not undertaken by the Board of Trustees of the School.
- C. The Minister at the Proprietor's request has agreed to amend the Supplementary Agreement to specify a fixed percentage as the depreciation rate being part of the formula to calculate the sum of money to be paid annually by the Minister to the Proprietor to carry out that part of the maintenance of the School's premises not undertaken by the Board of Trustees of the School.
- D. Pursuant to section 7(9) of the Private Schools Conditional Integration Act 1975 the Minister and the Proprietor have agreed to vary the Supplementary Agreement to the Integration Agreement by this supplementary agreement.

The parties agree as follows:

1. VARIATION OF SUPPLEMENTARY AGREEMENT

- 1.1 The Supplementary Agreement dated 7 April 1999 varying the Integration Agreement for the School shall be varied as follows:

Clause 1.2.2 specifying the definition of "Depreciation Rate" shall be revoked and replaced with the following definition:

Clause 1.2.2 "Depreciation Rate" means four per cent (4%) of the depreciated value of state school buildings as set out in the "Statement of Accounting Policies" in the Ministry of Education's Annual Report";

uf.

2. **EFFECTIVE DATE**

2.1 The Effective Date of this deed amending the Supplementary Agreement is the 1st day of January 2005.

3. **GENERAL**

3.1 The Minister and the Proprietor agree that this supplementary agreement only varies the Supplementary Agreement to the Integration Agreement to the extent set out in this deed.

SIGNATURES:

**THE COMMON SEAL OF
RUDOLF STEINER SCHOOLS TRUST
BOARD** was hereunto affixed in the
presence of:

KARSON

Trustee

[Redacted Signature]

s 9(2)(f)(iii) OIA

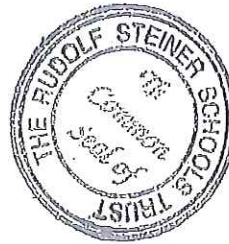
Signature of witness/

Retired

Occupation

Auckland

City/town of residence



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:

Kathy Phillips

[Redacted Signature]

s 9(2)(f)(iii) OIA

Signature of witness

Personal Assistant

Occupation

Wellington

City/town of residence