

SUPPLEMENTARY DEED OF AGREEMENT

BELMONT ACADEMY

This deed is made on the 13th day of November 1998

between **The Trustees of the Belmont Christian Society** being the proprietor of **Belmont Academy** the said proprietor being a body duly incorporated under the Charitable Trusts Act 1957 (hereinafter together with its successors and assigns called "the Proprietor") of the first part.

and **Her Majesty the Queen** acting by and through the Minister of Education (hereinafter called "Minister") of the second part

whereas A. The Proprietor and the Minister pursuant to Section 7(2) of the Private Schools Conditional Integration Act 1975 signed an integration agreement on 23 May 1997 for Belmont Academy (hereinafter referred to as "the original deed of agreement").

B. The Proprietors and the Minister are now agreed on the need to amend the Third Schedule to the original deed of agreement pursuant to Section 7 (a) of the Private Schools Conditional Integration Act 1975.

and
to [Signature]

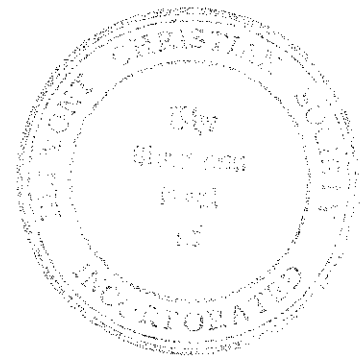
Now this deed of agreement witnesseth that it is hereby covenanted agreed and declared by and between the parties hereto as follows:

1. That the attached Third Schedule to this supplementary Deed of Agreement be substituted for the third schedule attached to the original deed of agreement.
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 therefore these presents have been executed the day and year first hereinfoe written

The common seal of the Belmont Christian Society

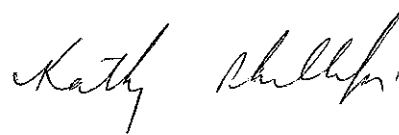
was here affixed in the presence of



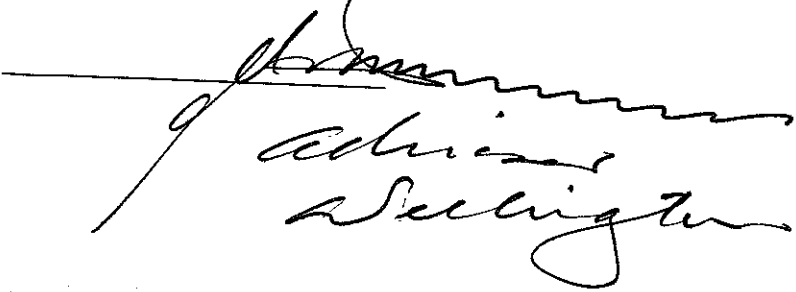
Signed by



Kathy Phillips
Senior Manger
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


Minister
Wellington

ELMONT ACADEMY

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

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the minimum standard or a comparable state school. All work is to be carried out by competent tradesmen or in a workmanlike manner to the Ministry of Education standards.

MAIN BUILDING (areas numbered as per attached plan)		Agreed Phasing of Work to be completed by:				
AREA		1997	1998	1999	2000	2001
-	Upgrade subfloor bracing & building foundations	X				
-	Upgrade wall bracing in classroom area		X			
-	Remove all paper from ceiling areas	X				
-	Upgrade roof framing in central area	X				
1	Interior redecorate and repairs			X		
2	Interior repairs - fold down desk tops		X			
2	Upgrade lighting	X				
3	Interior redecorate & repairs					
5	Interior redecorate				X	
8	Interior redecorate and recarpeting				X	
9	Interior redecorate			X		
9	Remove "exposed" wiring	X				
9	Upgrade lighting	X				
9	Upgrade / remove heating			X		
10	Interior redecorate			X		
10	New vinyl			X		
10	Upgrade lighting	X				
10	Toilet - reline walls				X	
10	Alcove - reline walls				X	
11	Interior redecoration				X	
11	Upgrade lighting				X	
-	Complete exterior repaint (incl. roof)	X				
ITE		X				
	Provide substantial fence to block off rubbish dump area from school site		X			
	Provide substantial and secure gate to close off rubbish dump area.		X			
	Upgrade fencing to southern and western boundaries			X		
	Replace incinerator	X				
	Seal entrance driveway(s)					X
	Provide recreational hard seal area.					X
	Provide/seal car parking area					X
	Upgrade courtyard area		X			
	Repair bench seating courtyard area	X				
	Repair/replace boards front porch (main entrance area.)	X				
	Provide drinking fountain	X				

Handwritten initials and signature