

SUPPLEMENTARY DEED OF AGREEMENT

WEST AUCKLAND SEVENTH-DAY ADVENTIST SCHOOL

This deed is made on the 31st day of October 2000

between **The New Zealand Seventh-day Adventist Schools Association Limited** being the proprietor of the **West Auckland Seventh-day Adventist School** the said proprietor being a body duly incorporated under the Companies Act 1955 (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 24 May 1993 for the West Auckland Seventh-day Adventist School (hereinafter referred to as "the original Deed of Agreement")
 - B. The Proprietor and the Minister pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975 subsequently varied the original Deed of Agreement by a Supplementary Agreement bearing the date 20th December 1996 which varied Clause 23 of the original Deed of Agreement.
 - C. The Proprietor and the Minister pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975 subsequently varied the original Deed of Agreement by a Supplementary Agreement bearing the date 7 April 1999 which provided for major maintenance funding.
 - D. The Proprietor and the Minister are now agreed on the need to amend the original Deed of Agreement to record the change of name of the school, an increase in the maximum roll and to replace the First, Second and Third Schedules of the original 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 covenanted agreed and declared by and between the parties hereto as follows:


1. That wherever the name of the school appears in the original Deed of Agreement as "West Auckland Seventh-day Adventist School" this be replaced by the name "Waitakare Seventh-day Adventist School."
2. That the last line of clause 20 of the original Deed of Agreement be amended to read "the maximum roll of the school shall be 56."

[Handwritten signatures]

3. That the First, Second and Third Schedules of the original Deed of Agreement be replaced by the First, Second and Third Schedules attached to this agreement.
4. That the covenants conditions and restrictions contained and implied in the original Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the original Deed of Agreement is confirmed.

In witness therefore these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL OF THE NEW ZEALAND)
SEVENTH-DAY ADVENTIST SCHOOLS ASSOCIATION)
LIMITED was here affixed in the presence of)

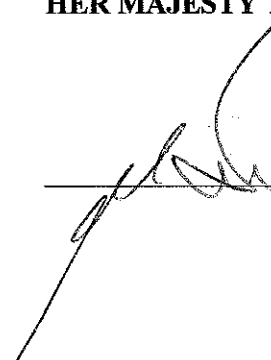


 R. W. Townsend.

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:



 Warren Jensen
 Public Servant
 13a Feist Street
 Naenae

Accommodation Schedule

Waitakere SDA Primary School

Number of Pupils Years 1-8 Property Entitlement (Gross Square Metres)

Present	Total	Difference for 28	Total	Difference for 56
322	28 222	100	56 394	-72
128	84	44	168	-40
11	51	-40	72	-61
28	6	22	11	16
82	17	65	24	58
0	14	-14	28	-28
248	171	77	303	-55
55	51	4	91	-36
322	222	100	394	-72

Notes

Includes 2.5 m2 classrooms, 0.3 m2 practical space and 0.2 m2 withdrawal space
Includes staffroom, offices, medical areas, general storage and caretaker storage
Includes storage of curriculum resources and teacher workspace

Includes toilets, circulation areas, stairs and lifts

Up to 2.5 ha

Grounds & Maintenance Facilities

Services

Staff Toilets in accordance with the Building Act
Students Toilets in accordance with the Building Act
Drinking Fountains in accordance with the Building Act

Ancillary Facilities

Cycle Stands to be sufficient for all cycles ridden to school
Outside Seating to be adequate for school roll

FIRST SCHEDULE

THE PROPRIEORS LAND

Description of land, buildings and other improvements owned by the Seventh-Day Adventist Church, being know as the Waitakere Seventh-day Adventist School, and which are delineated in green on the plan forming part of the Second Schedule hereto:

All that land situated at Corban Ave, Waitakere, Auckland comprising:

2.5358 hectares, Lot 2 on DPS.177715, Certificate of Title 1090/592 (North Auckland Registry).

SECOND SCHEDULE

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

THE SCHOOL PREMISES

That land as described in the First Schedule hereto delineated in red on the annexed plan which forms part of this schedule, TOGETHER WITH, all the School buildings and other improvements thereon SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.

WAITAKERE SEVENTH-DAY PRIMARY SCHOOL

THIRD SCHEDULE

OVERVIEW STATEMENT

This overview statement identifies property requirements agreed between the Proprietor and the Ministry of Education.

It is agreed that the total accommodation entitlement space for a roll of up to 56 will be 394 square metres

The accommodation code has been calculated in accordance with the new primary code for Years 0 to 8.

Health and safety issues will be addressed immediately. Any identified hazards will be addressed as a priority.

The following sections of the third schedule set out the details of the work the Proprietor shall execute in relation to the integrated school.

WORK TO BE CARRIED OUT

The Proprietor shall plan and execute the following work in a tradesmanlike and professional manner in order to bring the buildings and associated facilities of the integrated school up to the minimum standard for a comparable state school. Any variations to the timetable or modifications to individual items must be negotiated between the Proprietor and the local Property Office of the Ministry of Education and confirmed in writing.

AGREED PHASING OF WORK TO BE COMPLETED BY:

31.08.2000 31.08.2001 31.08.2002 31.08.2003 31.08.2004 31.08.2005

SITE

Remove all extraneous material from the site
 Provide a minimum of 325 sq metres of hard court area
 Provide a minimum of 3500 sq metres of grassed area

x
 x
 x

Block A

Office

Provide additional lighting as required
 Provide fixed heating

x
 x

Staff Toilets

Ensure toilet for handicapped meets specifications

x

Library

Terminate loose cables
 Provide adequate fixed heating
 Install Panelweave or similar material for display purposes on walls
 Provide EXIT signs to all doors

x
 x
 x
 x

Classroom 1

Terminate loose cables
 Provide suitable fixed heating
 Provide EXIT signs to all doors

x
 x
 x

Classroom 2

Terminate loose cables
 Provide suitable fixed heating
 Provide EXIT signs to all doors

x
 x
 x

31.08.2000 31.08.2001 31.08.2002 31.08.2003 31.08.2004 31.08.2005

Corridor

Redecorate x

Provide EXIT signs to all doors x

Pupil's Toilets

Repair coving and holes in corners in both toilets x

GENERAL

Provide fire hose reels that are capable of reaching all areas x

Provide an approved evacuation plan and display x

Display Building Warrant of Fitness x

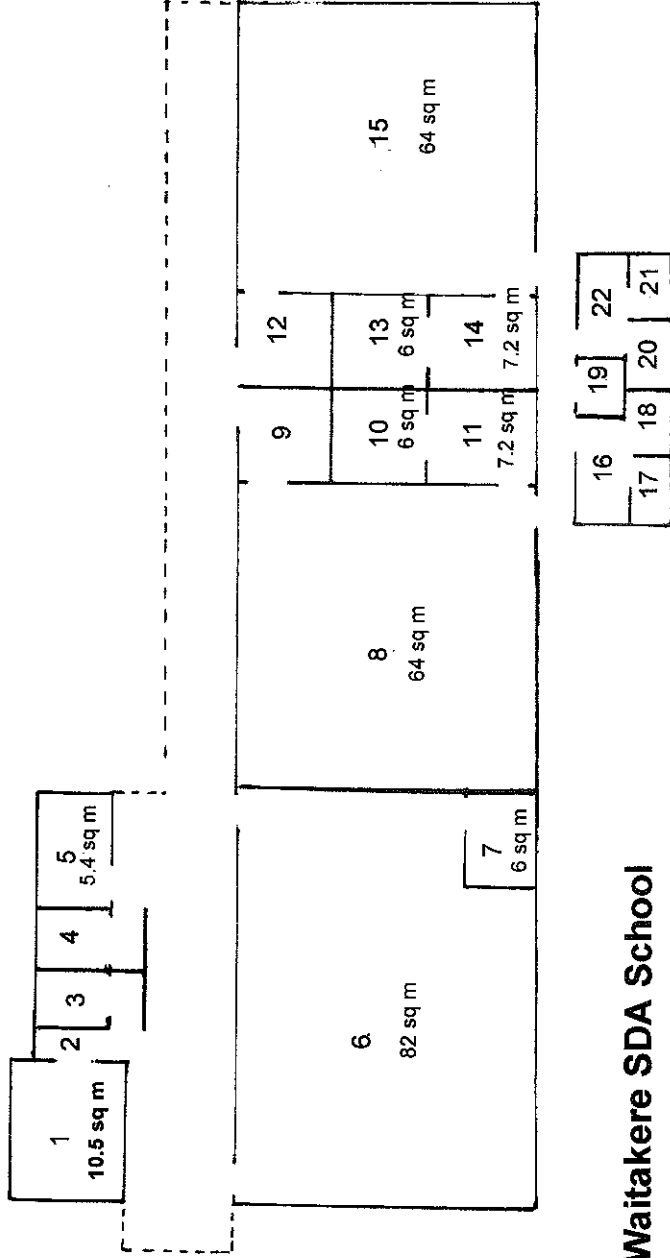
BUILDING

Provide by new construction and remodelling for a roll of 56 the following additional accommodation:

40 sq. m classroom space

61 sq. m Administration space

28 sq. m Multipurpose space



Waitakere SDA School

(Not to scale)