

SUPPLEMENTARY DEED OF AGREEMENT

VIARD COLLEGE, PORIRUA

THIS DEED OF AGREEMENT is made on the 27th day of September -
One thousand nine hundred and ninety-three (1993) BETWEEN
THE ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF
WELLINGTON a Corporation Sole (hereinafter with his
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 21st day of
July 1981 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 Viard College,
Porirua, as an integrated school (hereinafter
referred to as "the School").
- B The Proprietor and the Minister are now agreed to
vary the Deed of Agreement by redefining the
proprietor's land and the School premises.
- C The Minister and the Proprietor are now agreed on the
need for entering into a Supplementary Agreement
pursuant to Section 7(9) of the Private Schools
Conditional Integration Act 1975 to give effect to
their agreement.

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 First Schedule to the Deed of Agreement be
deleted from the Deed of Agreement and the First
Schedule to this Deed of Agreement be substituted
therefor.

2. THAT the Second Schedule and Plan annexed to this Supplementary Deed of Agreement are hereby substituted as the Second Schedule defining the School Premises in the Deed of Agreement.

3. 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 the year first hereinbefore written.

SIGNED by THOMAS STAFFORD

WILLIAMS THE ROMAN CATHOLIC

ARCHBISHOP OF THE ARCHDIOCESE

OF WELLINGTON and sealed with his Seal of Office in the presence of:


John Bernard Eaton
Justice of the Peace
16 Clematis Grove, Maungaraki, Lower Hutt.

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:

+ Thomas S. Williams

Kathy Phillips

Charlotte Hynke Johnson
Adviser
Jo Harauer
Wellington

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND

All that land, School buildings and other improvements owned by the Roman Catholic Archbishop of the Archdiocese of Wellington situate at Kenepuru Drive, Porirua, Wellington, New Zealand and being known as Viard College, Porirua and being more particularly described as follows :

FIRST all that freehold parcel of land containing 68620 hectares more or less situate in Block II Belmont Survey District being Section 333 Porirua District and being all the land comprised and described in Certificate of Title Volume 26A Folio 57 (Wellington Resitry)

SUBJECT TO the following :

- (a) Section 59 of the Land Act 1948
- (b) Mortgage No. 084654.2 to Housing Corporation of New Zealand.

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SECOND SCHEDULE

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

THE SCHOOL PREMISES

All that part of the Proprietor's land as described in the First Schedule hereto and delineated in red on the annexed plan of the Proprietor's land, which Plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT two classrooms more particularly shown as rooms 25 and 28 on drawing No.EIS 010 06 which forms part of the Fourth Schedule attached to the Deed of Agreement, together with a reservation in favour of those exempted portions of full rights of access inter se and of ingress and egress to and from the exempted portions RESERVING NEVERTHELESS to the Proprietor and the occupiers of the Monastery full rights of access to and from and the use of those shared areas shaded yellow on the Plan annexed hereto.

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at
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