

SUPPLEMENTARY DEED OF AGREEMENT

JOHN PAUL COLLEGE, ROTORUA

THIS DEED OF AGREEMENT is made on the *5th* day of *November*
One thousand nine hundred and ninety-one (1991) BETWEEN
THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF HAMILTON 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 1st day of
October 1986 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
John Paul College, Rotorua as an integrated school
(hereinafter referred to as "the School").
- B The Proprietor and the Minister are now agreed on the
need to redefine the Proprietor's Land and the School
Premises as defined in the First and Second Schedules
to the Deed of Agreement pursuant to Section 7(9) of
the Private Schools Conditional Integration Act 1975.
- C The Proprietor and the Minister are now agreed on the
need to amend Clauses 24 to 35 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
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. THAT the Deed of Agreement bearing date the 1st day of October 1986 is hereby amended by deleting and cancelling the First and Second Schedules and annexed Plan.
2. THAT the First and Second Schedules and Plan attached to this supplementary Deed of Agreement are substituted as the First Schedule defining the Proprietor's Land and the Second Schedule defining the School Premises in the Deed of Agreement.
3. THAT the words "the access from Corlett Street and Whitworth Road to the Brothers' residence," be deleted from Clause 24 of the original Deed of Agreement.
4. THAT Clauses 26, 33, 34, and 35 be deleted from the original Deed of Agreement.
5. THAT the words "Clauses 26 and 27" in the second line of Clause 28 of the original Deed of Agreement be deleted from that agreement and the words "Clause 26" be substituted therefor.
6. THAT Clause 27 in the original Deed of Agreement be renumbered Clause 26 and the following clauses be renumbered accordingly.
7. 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.

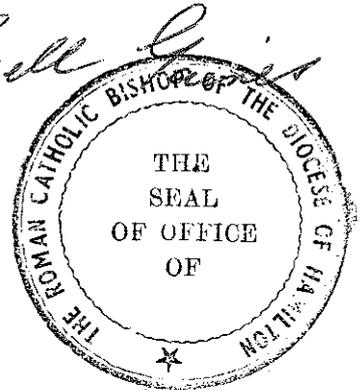
IN WITNESS WHEREOF these presents have been executed the day and the year first hereinbefore written.

SIGNED by EDWARD RUSSELL GAINES

THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF HAMILTON

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

David Beattie
8. Herbert Rd.
Hamilton.



SIGNED by ERIC PEDERSEN

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:

Judith Manchester
Liaison Officer
53 Cronick Tce
Wellington 5

Eric Pedersen

FIRST SCHEDULE

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

THE PROPRIETOR'S LAND All that Land, School buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Hamilton, situate at Rotorua, New Zealand, delineated in green on the plan forming part of the Second Schedule hereto, being known as John Paul College, Rotorua, and being more particularly described as follows :

FIRSTLY all that Freehold parcel of land containing 2.1137 hectares more or less being Lot 17 Deposited Plan S.6874 and being part Section 69 Suburbs of Rotorua and being all the land in Certificate of Title Volume 1794 Folio 1 (South Auckland Registry)

SUBJECT TO: Section 15 Rotorua Town Lands Act 1920.

SUBJECT TO: Agreement as to fencing contained in Transfer S.213988.

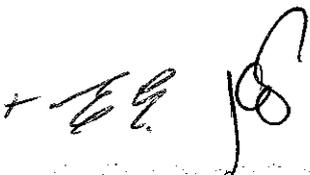
SUBJECT TO: Memorandum of Mortgage number H.633793 to the Housing Corporation of New Zealand.

SECONDLY, an estate in fee simple in all that parcel of land containing 1.6819 hectares more or less being Lot 1 on Deposited Plan S.1754 and being part 66 Suburbs of Rotorua and being all the land contained in Certificate of Title Volume 1438 Folio 33 (South Auckland Registry)

SUBJECT TO: Section 15 Rotorua Town Lands Act 1920

SUBJECT TO: Agreement as to fencing contained in Transfer S.141592

SUBJECT TO: Memorandum of Mortgage number S.530099 to the Housing Corporation of New Zealand.



THIRDLY, an estate in fee simple containing 4.2492 hectares more or less being Section 42 Suburbs of Rotorua and being all the land contained in Certificate of Title Volume 1708 Folio 66 (South Auckland Registry)

SUBJECT TO: Section 15 Rotorua Town Lands Act 1920.

SUBJECT TO: Reservations imposed by Section 8 of Coal Mines Amendment Act 1950.

FOURTHLY, an estate in fee simple containing one rood more or less being Lot 1 on Deposited Plan No. S783 and being all the land in Certificate of Title Volume 1076 Folio 80 (Auckland Registry)

SUBJECT TO: Section 15 Rotorua Town Lands Act 1920.

SUBJECT TO: Agreement as to fencing contained in Transfer No. S 51661.

FIFTHLY, an estate in fee simple containing 1 rood 67 perches more or less being Lot 14 Deposited Plan S6874 and being part Section 69 suburbs of Rotorua and being all the land contained in Certificate of Title Volume 6C Folio 1467 (South Auckland Registry)

SUBJECT TO: Section 15 Rotorua Town Lands Act 1920.

SUBJECT TO: Agreement as to fencing contained in Transfer S359220.

There is a debt owing to the Hamilton Advances Account (Diocesan Development Fund) of the Roman Catholic Diocese of Hamilton.

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SECOND SCHEDULE

Description of 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, delineated in red on the annexed plan of the Proprietor's land, which forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT that part of Block E delineated in blue on the annexed plan together with a reservation in favour of that excepted portion of full rights of access inter se and of ingress and egress to and from that excepted portion over the access thereto from and to Kahu Street.

