

SUPPLEMENTARY DEED OF AGREEMENT

KAVANAGH COLLEGE, DUNEDIN

THIS DEED OF AGREEMENT is made on the 31st day of March
Two thousand (2000) BETWEEN THE ROMAN CATHOLIC BISHOP OF THE
DIOCESE OF DUNEDIN 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 June One thousand
nine hundred and eighty eight (1988) 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
Kavanagh College, Dunedin as an integrated school (hereinafter referred
to as "the School").

B The Proprietor and the Minister wish to vary the Deed of Agreement:

- (1) To take account of the changes introduced to the education
system consequent on the passing of the Education Act 1989 and
its subsequent amendments, and
- (2) To replace the Plans annexed to the Second Schedule with new
Plans, and
- (3) To replace the First and Second Schedules with new Schedules, and
- (4) To delete the Third Schedule entirely.

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

- 1 THAT any reference to the Board of Governors shall be deemed to be a reference to the Board of Trustees.

- 2 THAT any reference to the Director General or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.

- 3 THAT the Integration Agreement be amended as follows:
 - 3.1. By deleting **Clause 3 (d)**

 - 3.2. By deleting the existing **Clause 7** and replacing it with the following:
 - "7. (a) **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.

 - (b) **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."

 - 3.3. By deleting subclauses (b) and (c) of **Clause 10** and substituting the following therefor
 - " (b) In accordance with Section 7 (6) (h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and

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the Secretary of Education otherwise agree, and subject to places being available, the number of pupils whose parents do not have preference of enrolment at the School in accordance with the provisions of Section 29 (1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to five (5) per cent of the maximum roll as determined by Clause 8 hereof and the Board of Trustees shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School."

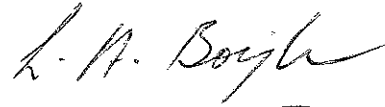
- 3.4. By deleting from **Clause 15** the words "as established by Regulations made under the Education Act 1964" and substituting the words "as established pursuant to the Education Act 1989" therefor.
- 3.5. By adding after the words "Deputy Principal" in the first line of **Clause 18** the words, "however described".
- 3.6 By deleting **Clauses 24,25,26 and 35**
- 3.7 By deleting from **Clause 32** the words "(d) and "
- 3.8 By deleting the **Plans** annexed to the **Second Schedule** and substituting therefor the Plans attached hereto.
- 3.8.1. By deleting the **First, Second and Third Schedules** to the Deed of Agreement and substituting therefor the **First and Second Schedules** attached hereto.

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4 **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.

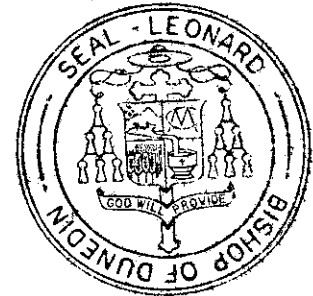
IN WITNESS WHEREOF these presents have been executed the day and the year first hereinbefore written.

SIGNED by LEONARD ANTHONY BOYLE
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF DUNEDIN
and sealed with his seal of office

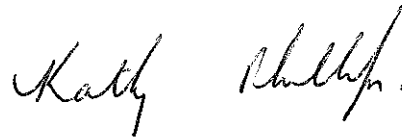


in the presence of:

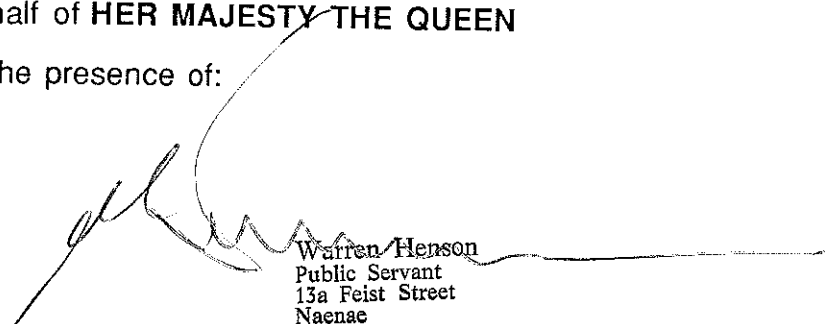
P. M. Lee
Secretary
38 Tweed ST
Roslyn
Dunedin



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 Henson
Public Servant
13a Feist Street
Naenae

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 Dunedin, situated in Rattray Street, Dunedin, New Zealand, being known as Kavanagh College, Dunedin, and being more particularly described as follows, and delineated in green on the plan forming part of the Second Schedule hereto.

FIRSTLY All that freehold parcel of land containing 1.3168 hectares more or less situated in the City of Dunedin being Lot 1, Deposited Plan 26196 and being all that land in Certificate of Title Volume 18B Folio 65 (Otago Registry)

SECONDLY All the freehold parcel of land containing 5547 square metres more or less being Lot 1, Deposited Plan 25330 and being all that land in Certificate of title Volume 17B Folio 764 (Otago Registry)

THIRDLY All that freehold parcel of land containing 524 square metres more or less situated in the City of Dunedin being part Section 38 Block XII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 503 (Otago Registry)

Limited as to parcels.

FOURTHLY All that freehold parcel of land containing 524 square metres more or less situated in the City of Dunedin being part sections 37 and 38 Block XII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 504 (Otago Registry)

Limited as to parcels

FIFTHLY All that freehold parcel of land containing 195 square metres more or less situated in the City of Dunedin being part section 49 Block XII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 820 (Otago Registry)

Limited as to parcels.

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SIXTHLY All that freehold parcel of land containing 835 square metres more or less situated in the City of Dunedin being part Section 49 Block XII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 821 (Otago Registry)

Limited as to parcels.

SEVENTHLY All that freehold parcel of land containing 240 square metres more or less situated in the City of Dunedin being part section 48 Block XII TOWN OF DUNEDIN and being all that land in the Certificate of Title Volume 8D Folio 819 (Otago Registry)

Limited as to parcels.

EIGHTHLY All that freehold parcel of land containing 153 square metres more or less, situated in the City of Dunedin, being part section 48 Block XII TOWN OF DUNEDIN, the said parcel being more particularly shown on Deposited plan 1573 and being all that land in Certificate of Title Volume 7D Folio 247 (Otago Registry).

NINTHLY All that freehold parcel of land containing 442 square metres more or less situated in the City of Dunedin being Allotment Two (2) on deposited Plan number 2532 and being parts Sections 39, 40 and 47 Block XII TOWN OF DUNEDIN. Together with a right of way of passage for the owners lessees and occupiers for the time being of that part of the said parcel of land being parts of the said Section 39 and 40 at all times and for all purposes in through and over those parts of said Sections 39 and 40 coloured red and marked "Right of Way: on Deposited Plan number 1252 and partly shown by yellow colour on the said plan and being all that land in the Certificate of Title Volume 190 Folio 167 (Otago Registry).

TENTHLY All that freehold parcel of land containing 636 square metres more or less situated in the City of Dunedin being Allotment Four A (4A) and part of Allotment Four (4) on Deposited Plan number 1401 and being also parts Sections 40, 41, 46 and 47 Block XII TOWN OF DUNEDIN. Together with a right of way over that part of sections 39 and 40 shown coloured yellow on plan hereon appurtenant to the Part Section 40 herein and being all that land in the Certificate of Title Volume 194 Folio 260 (Otago Registry).

ELEVENTHLY All that freehold parcel of land containing 11 square metres more or less situated in the city of Dunedin being part of Allotment Four (4) on Deposited Plan Number 1401 and also part Section 47 Block XII TOWN OF DUNEDIN and being all that land in the Certificate of Title Volume 218 Folio 26 (Otago Registry).

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TWELFTHLY All that freehold parcel of land containing 326.28 square metres more or less, situated in the City of Dunedin, being part Section 48 Block XII TOWN OF DUNEDIN and being all that land in certificate of Title volume 275 folio 182 (Otago Registry).

Limited to Parcels.

There is a debt owing by the Proprietor to the Dunedin Diocesan Development Fund.

There is a debt owing by the Proprietor to the Dunedin Catholic Education Trust Board (Inc.)

There is a mortgage in favour of the Housing Corporation on some of the land as described in the above schedule. The Buildings are also used for security.

There is a debt owing by the Proprietor to Her Majesty the Queen acting by and through the Secretary of Education.

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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 which is Delineated in red on the annexed site plans of the Proprietor's land, which forms part of this Schedule,

TOGETHER WITH all the School Buildings and other improvements thereon.

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