

SUPPLEMENTARY DEED OF AGREEMENT

SOLWAY COLLEGE MASTERTON

THIS DEED made this *6th* day of *March* 1990
BETWEEN SOLWAY COLLEGE BOARD OF GOVERNORS (INCORPORATED) a society
duly incorporated under the Incorporated Societies Act 1908, the proprietor of
Solway College, Masterton (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 "the Minister") of 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 the 9th day of May 1978 for Solway
College, Masterton (hereinafter referred to as "the original
Deed of Agreement")
- B** The Proprietor and the Minister are now agreed on the need to
amend Clauses 6 and 19(a) of the original Deed of Agreement
pursuant to Section 7(9) of the Private Schools Conditional
Integration Act 1975.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY
AND BETWEEN THE PARTIES AS FOLLOWS:-**

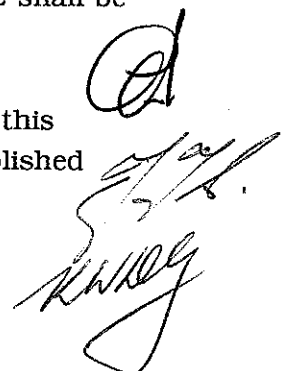
1 **THAT** Clause 6 of the original Deed of Agreement be deleted and the
following clause be substituted therefore:-

"Clause 6 IT is agreed by and between the parties hereto that:-

- a The maximum roll of the school shall be 175 pupils.
- b In the 1990-1992 years of those 175 pupils there shall be no
more than 30 day pupils.
- c After the 1992 year of those 175 pupils there shall be no more
than 25 day pupils.

Thereafter any increase in roll shall be the subject of a Supplementary Agreement.
It is further agreed by the parties hereto that the total roll for Forms 1 and 2 shall be
not more than 25 pupils.

The Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 2 of this
Agreement it will bring the school up to the standard of accomodation established
from time to time by the Director-General for a comparable State school."



2. THAT Clause 19(a) of the original Deed of Agreement be deleted and the following clause be substituted therefore:-

"Clause 19(a) IT is agreed by and between the parties hereto that in the interests of maintaining the special character of the school the Proprietor shall provide hostel accommodation for a number of pupils which shall not be less than 55% of the total roll of the school unless and until otherwise agreed by the Proprietor and the Minister, such hostel accommodation to be provided on the balance of the Proprietor's land.

It is further agreed by and between the parties hereto that this number of 55% shall be the number for the years 1990-1992 only."

3 THAT the covenants conditions and restrictions contained and implied in the said original Deed of Agreement is confirmed.

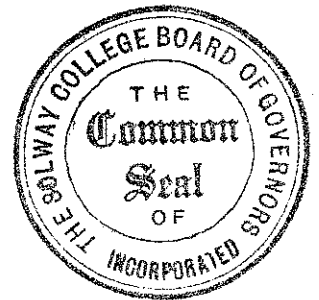
IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL OF THE SOLWAY COLLEGE BOARD OF GOVERNORS INCORPORATED

was hereunto affixed by and in the presence of

Thomas
.....

G THOMAS, CHAIRMAN



Z.T. Saba
.....

Z.T. SABA, DEPUTY CHAIRMAN

SIGNED by KEREHI WAIARIKI DICK GRACE

District Manager Ministry of Education Central South Region

pursuant to authority delegated by

the Minister of Education acting

on behalf of HER MAJESTY THE QUEEN

in the presence of:

K.W. Dick Grace

*Judith Manchester
Liaison officer
53 Creswick Terrace
Wellington 5*