

SUPPLEMENTARY DEED OF AGREEMENT

ST ANNE'S SCHOOL, MANUREWA

THIS DEED OF AGREEMENT is made on the *seventeenth* day of *July* One thousand nine hundred and ninety-one (1991) BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND 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

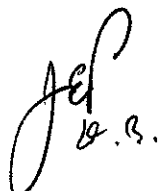
- A By Deed of Agreement bearing date the 10th day of February 1983 as varied by any subsequent supplementary agreements (hereinafter referred to as "the Deed of Agreement"), the Minister and the Proprietor pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 established St Anne's School, Manurewa as an integrated school (hereinafter referred to as "the School").
- B In accordance with Clause 28 of the original Deed of Agreement 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 3(d), 9, 25, 26, 27, 28, 29, 30, 31 and the Third Schedule 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:

JER
12.9.

1. THAT the Deed of Agreement bearing date the 10th day of February 1983 is hereby amended by deleting and cancelling Clauses 3(d), 26, 27, 28, 29, 30, the First, Second and Third Schedules and the Plan annexed to the Second Schedule.
2. THAT the Schedules and Plan attached to this supplementary Deed of Agreement are hereby 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 "paragraphs (d) and (e)" in the first line of Clause 9 of the original Deed of Agreement be deleted from that Agreement and the words "paragraph (e)" be substituted therefor.
4. THAT the words "Weymouth Road" in the sixth line of Clause 25 of the original Deed of Agreement be deleted from that Agreement and the words "Russell Road..." be substituted therefor.
5. THAT the words "clause 3(d) and (e), clause 26 and clause 27" in the first and second lines of Clause 31 of the original Deed of Agreement be deleted from that agreement and the words "clause 3(e)" be substituted therefor.
6. THAT this Supplementary Deed of Agreement becomes effective on the date the school occupies the School Premises herein described.
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.

Handwritten signature and initials, possibly "JEP" and "L.S.", in the bottom right corner.

SIGNED BY DENIS GEORGE BROWNE
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF AUCKLAND

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

Denis Browne

Neil Lawrenson
1135 Almorah Road
Epsom
Auckland
Neil Lawrenson

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:

Eric Pedersen

Judith Manchester
53 Creswick Terrace
Wellington 5

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 Auckland situate in Russell Road, Manurewa, being known as St Anne's School, Manurewa, and being more particularly described as follows:

All that freehold parcel of land delineated in green on the annexed plan containing 3.2290 hectares more or less being Lot 1 Deposited plan 96630 and being part of Clendon's Grant and being all of the land in Certificate of Title 52C/510 (North Auckland Registry).

Subject to:

Drainage easement Certificate B 086382.3

There is a debt owing to the Diocesan Development Fund of the Roman Catholic Diocese of Auckland.

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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.

J. E. B.