

SUPPLEMENTARY DEED OF AGREEMENT

ST JOSEPH'S SCHOOL, HASTINGS

THIS DEED OF AGREEMENT is made on the 26th day of February
One Thousand nine hundred and ninety (1990) BETWEEN
THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON
NORTH 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

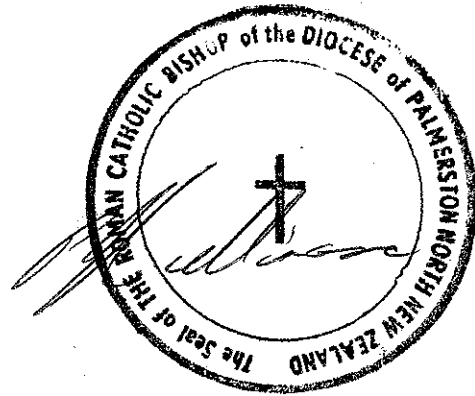
- A By Deed of Agreement bearing date the 7th day of
December 1982 as varied by any subsequent
supplementary agreements (hereinafter referred to as
"the Deed of Agreement"), the Minister and the
Proprietor pursuant to section 7(2) of the Private
Schools Conditional Integration Act 1975 established
St Joseph's School, Hastings 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
of 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 27 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. THE Deed of Agreement bearing date the 7th day of December 1982 is hereby amended by deleting and cancelling the First Schedule and the Plan annexed to the Second Schedule.
2. THAT the Schedule and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First Schedule defining the Proprietor's Land and the Plan annexed to the Second Schedule in the Deed of Agreement.
3. THAT Clauses 27, 28, 29 and 30 and the words "clause 28, clause 29, and clause 30" in Clause 33 of the original Deed of Agreement be deleted from the Agreement.
4. THAT Clauses 31 to 35 of the original Deed of Agreement be renumbered 27 to 31.
5. 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 PETER JAMES CULLINANE
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF PALMERSTON NORTH
and sealed with his Seal of
Office in the presence of:



Carol Myers
82 Slacks Rd
Palmerston North

SIGNED by WILLIAM PETER RICHARDSON
District Manager, Napier
pursuant to authority delegated by
the Minister of Education acting
on behalf of HER MAJESTY THE QUEEN
in the presence of:

W.P. Richardson

Dudley
Public Servant
Napier

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, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate in Eastbourne Street, Hastings, being known as **Sacred Heart of Jesus Church and Presbytery, and St. Joseph's School, Hastings**, 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 1.7920 hectares more or less situate in the City of Hastings being Lot 1 on Deposited Plan 16796 and being all the land in Certificate of Title Volume J3 Folio 593 (Hawkes Bay Registry)

SUBJECT TO: Fencing Covenant contained in Transfer 72457 (affects part only)

SECONDLY, An undivided two-fifths (2/5ths) share of that freehold parcel of land containing 276 square metres more or less situate in the City of Hastings and being Lot 6 Deeds Plan 506 and being all that land in Certificate of Title Volume J3 Folio 594 (Hawkes Bay Registry)

There are debts owing by the Proprietor to:

1. The Diocesan Development Fund of the Diocese of Palmerston North.
2. The Bank of New Zealand.