

SUPPLEMENTARY DEED OF AGREEMENT

ST MARY'S SCHOOL, WANGANUI

THIS DEED OF AGREEMENT is made on the 20th day of *September*
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 1st day of
March 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 Mary's School,
Wanganui 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 25, 26, 27 of the Deed of
Agreement pursuant to Section 7(9) of the Private
Schools Conditional Integration Act 1975.
- D The Proprietor and the Minister are now agreed on the
need to amend the "Works to be carried out by the
Proprietor" as defined in the Third Schedule to the
Deed of Agreement pursuant to Section 7(9) of the
Private Schools Conditional Integration Act 1975.

JY.0/3
[Signature]

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 March 1983 is hereby amended by deleting and cancelling the First and Second Schedules and annexed Plan.
2. THAT the Schedules and Plan attached to this supplementary Deed of Agreement are hereby substituted as the First and Second Schedules defining the Proprietor's Land and the School Premises in the Deed of Agreement.
3. THAT the Deed of Agreement bearing date the 1st day of March 1983 is hereby amended by deleting and cancelling Clauses 25, 26 and 27.
4. THAT Clause 28 is hereby renumbered 25 and subsequent clauses are renumbered accordingly.
5. THAT the Deed of Agreement bearing date the 1st day of March 1983 is hereby amended by deleting and cancelling the Third Schedule.
6. 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.

4/0/13
AB

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:
by his Attorney JOHN FINBARR O'BRIEN
an Episcopal Vicar for the said
Diocese, and sealed with the
former's Seal of Office in the
presence of:



SIGNED by DONALD BURNEY

District Manager, Ministry of Education
Central West Region, Wanganui pursuant to
authority delegated by the Minister of
Education acting on behalf of

HER MAJESTY THE QUEEN in the presence of:

John Finbarr O'Brien
91 Govett Avenue
New Plymouth

Certificate of Non-Revocation of Power of Attorney

Form I

I, JOHN FINBARR O'BRIEN
of Feilding in New Zealand, Roman Catholic Priest
hereby certify:

1. That by deed dated 25th July 1990

PETER JAMES CULLINANE

of Palmerston North in New Zealand,
Roman Catholic Bishop
appointed me ~~his/her~~ attorney on the terms and subject to the conditions set out in
the said deed, ~~which was deposited in the Land Registry Office at~~
~~as Number~~

2. That at the date hereof I have not received any notice or information of the
revocation of that appointment by the death of the said Peter James Cullinane
or otherwise.

Signed at Palmerston North this 20th day of September 1990

J. F. O'Brien
J. O.

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 Tay Street, Wanganui, being known as St. Mary's School, Wanganui, 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 408 square metres more or less situate in the City of Wanganui being Lot 2 on Deposited Plan 62598 and being all the land in Certificate of Title Volume 31A Folio 776 (Wellington Registry)

SECONDLY, All that freehold parcel of land containing 3403 square metres more or less situate in the City of Wanganui being Lot 1 on Deposited Plan 62598 and being all the land in Certificate of Title Volume 31A Folio 775 (Wellington Registry)

THIRDLY, All that freehold parcel of land containing 433 square metres more or less and being part of Suburban Section 111 Town of Wanganui and being all the land in Certificate of Title Volume 135 Folio 112 (Wellington Registry)

FOURTHLY, All that freehold parcel of land containing 1875 square metres more or less situate in the City of Wanganui being Part of Suburban Section 14 Town of Wanganui and being also Lots 14, 15, 16 and 18 on plan deposited in the Deeds Register Office at Wellington as No 49, and being also Lots 14, 15, 16 and 18 on Deposited Plan No. 8646 and being all the land in Certificate of Title Volume 335 Folio 23 (Wellington Registry)



FIFTHLY, All that freehold parcel of land containing 373 square metres more or less situate in the City of Wanganui being part of Suburban Section 14 Town of Wanganui and being also Lot 17 on Deposited Plan No.8646 and being all the land in Certificate of Title Volume 476 Folio 188 (Wellington 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.
3. The Housing Corporation of New Zealand.

J.F.O'B
B

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 Block D.

J.F. & B.
B