

SUPPLEMENTARY DEED OF AGREEMENT

ST ORAN'S COLLEGE

THIS DEED OF AGREEMENT is made on the day of
17th November

One thousand nine hundred and ninety-seven (1997) between

The HUTT VALLEY PRESBYTERIAN COLLEGE FOR GIRLS INC. ("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 day of
 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. Oran's College, Lower Hutt**, as an integrated school (hereinafter referred to as "the school").

B The Proprietors have erected an additional building.

C The Proprietors and the Minister are now agreed on the need to amend Clause 2 of the Deed of Agreement pursuant to Section 7 (9) of the Private Schools Conditional Integration Act 1975.

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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** the First and Second Schedules of the Deed of Agreement are hereby replaced by the First and Second Schedules of this Supplementary Deed of Agreement.
- 2. **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 THEREOF these presents have been executed the day and the year first hereinbefore written.

THE COMMON SEAL of

HUTT VALLEY PRESBYTERIAN COLLEGE FOR GIRLS INCORPORATED

was hereunto affixed in the presence of:

PAM THOMSON Chairman, *P.A. Thomson*



SIGNED by **KATHY PHILLIPS** Senior Manager, *Kathy Phillips*
 National Operations, Ministry of Education

pursuant to authority delegated by the Ministry of Education acting on behalf of **HER MAJESTY**

THE QUEEN in the presence of:
[Signature]
 Adviser
 Wellington

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 Hutt Valley Presbyterian College for Girls Incorporated more or less situate in High Street, Lower Hutt and being particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that parcel of land containing 1,3797 hectares more or less situate in the City of Lower Hutt being part Section 35 Hutt District and Lot 1 on Deposited Plan 31188 (CT46.B/361).

SUBJECT TO

Mortgage to the National Bank of New Zealand.

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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 SAVE AND EXCEPT those buildings more particularly delineated in blue on the annexed Plan hereto.2