

SUPPLEMENTARY DEED OF AGREEMENT

ST PATRICK'S SCHOOL, KILBIRNIE

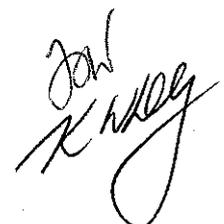
THIS DEED OF AGREEMENT is made on the 4th day of April One Thousand nine hundred and ninety (1990) BETWEEN THE ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF WELLINGTON a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part and HER MAJESTY THE QUEEN acting 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 Patrick's School, Kilbirnie 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.

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 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 of the School Premises in the Deed of Agreement.
3. THAT Clauses 27 and 28 be deleted from the Agreement.
4. THAT the words "clause 28" in the 1st line of Clause 32 of the original Deed of Agreement be deleted from that Agreement.
5. THAT Clauses 29, 30, 31, 32, 33 and 34 be renumbered 27, 28, 29, 30, 31 and 32 respectively.
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.

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

SIGNED by THOMAS STAFFORD WILLIAMS
THE ROMAN CATHOLIC ARCHBISHOP OF
THE ARCHDIOCESE OF WELLINGTON

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

P. Gallagher
Catholic Education Office
22-28 Hill Street
Wellington

+ *Thomas S. Williams*

KWJ

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.D. Grace

M. W. L. L. L.
26 Kentucky St
Upper Hill

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 Archbishop of the Archdiocese of Wellington situate in Childers Terrace, Kilbirnie, Wellington, being known as St. Patrick's School, Kilbirnie, 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 548 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being also Lot 3 on Deposited Plan 7588 and being all the land in Certificate of Title Volume 359 Folio 175 (Wellington Registry)

SUBJECT TO:

1. No. 900058 Consent by the Wellington City Corporation to the Construction of a Cellar on the within land.
2. Mortgage 962365 to the State Advances Corporation.
3. No. 482435.1 Variation of the terms of Mortgage 962365.

SECONDLY, All that freehold parcel of land containing 314 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being also Lot 1 on Deposited Plan No. 7588 and being all the land in Certificate of Title Volume 370 Folio 168 (Wellington Registry)

*JWS
KENNEDY*

SUBJECT TO:

1. No. 900058 Consent by the Wellington City Corporation to the Construction of a Cellar on the within land
2. Mortgage 962365 to the State Advances Corporation
3. No. 482435.1 Variation of the terms of Mortgage 962365.

THIRDLY, All that freehold parcel of land containing 1017 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being also part of Lot 32 on Deposited Plan No. 145 and being all the land in Certificate of Title Volume 320 Folio 135 (Wellington Registry)

SUBJECT TO:

1. Mortgage 962365 to the State Advances Corporation.
2. No. 482435.1 Variation of the terms of Mortgage 962365.

FOURTHLY, All that freehold parcel of land containing 1876 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being also parts of Lots 31 and 32 on Deposited Plan No. 145 and being all the land in Certificate of Title Volume 320 Folio 134 (Wellington Registry)

SUBJECT TO:

1. Mortgage 962365 to the State Advances Corporation.
2. No. 482435.1 Variation of the terms of Mortgage 962365.

FIFTHLY, All that freehold parcel of land containing 2251 square metres more or less situate in the City of Wellington being part of Section 5 Evans Bay District and being also Lots 27 and 30 on Deposited Plan No. 145 and being all the land in Certificate of Title Volume 389 Folio 22 (Wellington Registry).

*DW
Kawley*

There are debts owing by the Proprietor to:-

1. The Archdiocesan Development Fund of the Archdiocese of Wellington
2. The Bank of New Zealand.

*JW
Kwong*