

SUPPLEMENTARY DEED OF AGREEMENT

ST PATRICK'S SCHOOL, KAPONGA

THIS DEED OF AGREEMENT is made on the *2nd* day of *September* One thousand nine hundred and ninety-one (1991) 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 22nd 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 Patrick's School, Kaponga 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 to 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 22nd day of February 1983 is hereby amended by deleting and cancelling the First and Second Schedules and annexed Plan.

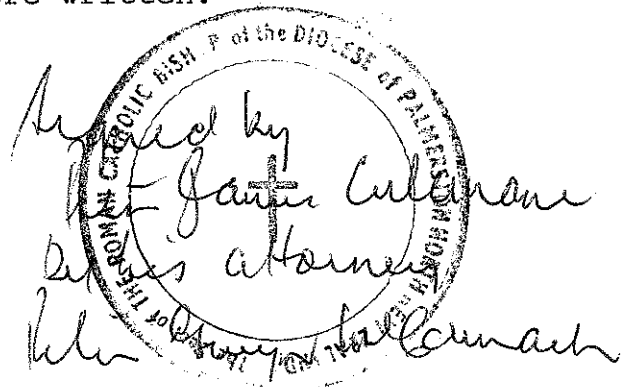


2. THAT the Schedules and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First Schedule defining the Proprietor's Land and the Second Schedule defining the School Premises in the Deed of Agreement.
3. THAT the covenants conditions and restrictions contained and implied 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:

L. P. Broderick



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
Liaison Officer
53 Crewick Tce
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

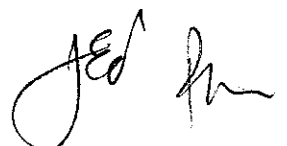
All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate in Victoria Street, Kaponga, New Zealand, being known as St Patrick's Church, Presbytery and School, Kaponga, and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

FIRSTLY All that freehold parcel of land containing 1.7466 hectares more or less being part section 54 Block XI Kaupokonui Survey District and Lot 2 on Deposited Plan 12634 being part Section 54 Block XI Kaupokonui Survey District and being all the land in Certificate of Title Volume E3 Folio 334 (Taranaki Registry)

SECONDLY All that freehold parcel of land containing 2766 square metres more or less being Lot 1 on Deposited Plan 12634 being part Section 54 Block XI Kaupokonui Survey District and being all the land in Certificate of Title Volume E3 Folio 335 (Taranaki Registry)

There are debts owing by the Proprietor to:

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

A handwritten signature in black ink, appearing to be 'Jed' followed by a flourish.

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 more particularly delineated in blue on the annexed plan.

A handwritten signature in black ink, appearing to be 'Jed' followed by a flourish.