

SUPPLEMENTARY DEED OF AGREEMENT

St. Patrick's College, KILBIRNIE, WELLINGTON

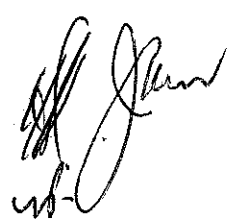
THIS DEED OF AGREEMENT is made on the *6th* day of *September*
One thousand nine hundred and ninety *five* (1995) BETWEEN THE
ST. PATRICK'S COLLEGE WELLINGTON TRUST BOARD a body corporate
registered under the Religious Charitable and Education Trusts
Act 1908 (hereinafter with his successors referred 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 16 day of July One
thousand nine hundred and eighty one (1981) as varied by any
subsequent supplementary agreements (hereinafter referred
to as "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 College,
KILBIRNIE, WELLINGTON** as an integrated school
(hereinafter referred to as "the School").

B The Proprietor and the Minister wish to vary the Deed of
Agreement:

- (1) To take account of the changes introduced to the
education system consequent on the passing of the
Education Act 1989 and its subsequent amendments, and
- (2) To replace the Second Schedule and the Plan annexed to
the Second Schedule to the Deed of Agreement.
- (3) To delete the Fourth Schedule.



NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THAT any reference to the Board of Governors shall be deemed to be a reference to the Board of Trustees.

2. THAT any reference to the Director General or the Regional Superintendent of Education shall be deemed to be a reference to the Secretary of Education.

3. THAT the Integration Agreement be amended as follows:

3.1. By deleting Clause 3(d).

3.2. By deleting the existing Clause 7 and replacing it with the following:

"7 (a) THE Board of Trustees shall be the Controlling Authority of the School and shall be constituted pursuant to Part IX of the Education Act 1989.

(b) THE control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975."

3.3. By deleting subclauses (b) and (c) of Clause 10 and substituting the following therefor

"(b) In accordance with section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the Proprietor and the Secretary of Education otherwise agree, and subject to places being available, the number of pupils whose parents do not have preference of enrolment at the School in accordance with the



provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to five (5) per cent of the maximum roll as determined by **Clause 8** hereof and the Board of Trustees shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School."

3.4. By deleting from **Clause 15** the words "as established by Regulations made under the Education Act 1964" and substituting the words "as established pursuant to the Education Act 1989" therefor.

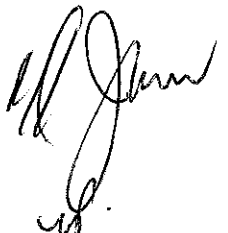
3.5. By adding after the words "Deputy Principal" in the first line of **Clause 18** the words ", however described,".

3.6. By deleting the words "(d) and" from **Clause 29**.

3.7. By deleting the **Second Schedule** to the Deed of Agreement and the Plan annexed to the **Second Schedule** and substituting therefor the Schedule and Plan (comprising the two sheets labelled F97.1 and F97.2 respectively) attached hereto.

3.8. By deleting the **Fourth Schedule** to the Deed of Agreement.

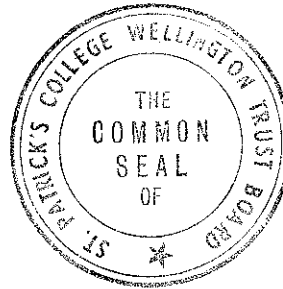
4. **THAT** the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.



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

THE COMMON SEAL OF THE SAINT PATRICK'S COLLEGE WELLINGTON TRUST BOARD

was hereunto affixed by and in the presence of:



[Handwritten signature]

..... Trustees

[Handwritten signature]

..... Trustee

SIGNED by KATHY PHILLIPS

Senior Manager, 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:

[Handwritten signature: Kathy Phillips]

*Judith Manchester
53 Creswick Terrace
Wellington 5*

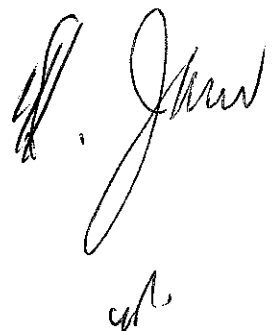
SECOND SCHEDULE

Description of land buildings and other improvements comprising the School premises.

THE SCHOOL PREMISES

All the Proprietor's land as described in the First Schedule hereto TOGETHER WITH all the School buildings and other improvements now standing or erected thereon as shown on the annexed Plan comprising two sheets one labelled F97.1 and one labelled F97.2, which Plan forms part of this Schedule SAVE AND EXCEPT those parts of Blocks A,B,D,E and M shown outlined in blue on sheet F97.2.

TOGETHER WITH a reservation in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from the excepted portions over the access thereto from and to Evans Bay Parade, Wellington.

A handwritten signature, possibly 'D. Jones', is written in the bottom right corner of the page. Below the signature are some initials, possibly 'M'.