

SUPPLEMENTARY DEED OF AGREEMENT

St Patrick's College, SILVERSTREAM

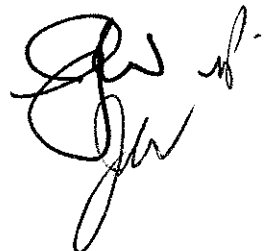
THIS DEED OF AGREEMENT is made on the *21st* day of *June*
One thousand nine hundred and ninety *five* (1995) BETWEEN THE
SILVERSTREAM COLLEGE TRUST BOARD a body corporate registered
under the Charitable Trusts Act 1957 (hereinafter with his
successors referred to as "the Proprietor") of the first part 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 31 day of March, One thousand nine hundred and eighty-three (1983) 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, SILVERSTREAM** 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.
- (3) To delete the Third Schedule.

A handwritten signature in black ink, appearing to be 'J. W. M.', located in the bottom right corner of the page.

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 from Clause 8 the words "seven hundred and fifty (750) pupils of whom no more than three hundred and eighty (380) shall be day pupils" and substituting therefor the words "six hundred and eighty pupils".

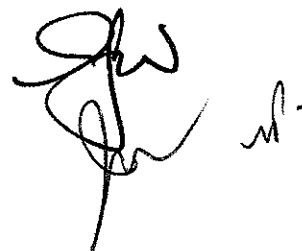
3.4. By deleting subclauses (b) and (d) of Clause 10 and substituting the following therefor

"(b) In accordance with section 7(6)(h) of the Private Schools Conditional Integration Act 1975, unless the

A handwritten signature in black ink, consisting of a stylized 'J' followed by a flourish and a small 'M' to the right.

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."

- 3.5. By deleting from Clause 16 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.
- 3.6. By adding after the words "Deputy Principal" in the first line of Clause 19 the words ", however described,".
- 3.7. By deleting the word "sealed" from the sixth line of Clause 26.
- 3.8. By deleting Clauses 27 and 28 from the Deed of Agreement.
- 3.9. By deleting from Clause 35 the words "clause 3(d) and (e), clause 28" and substituting the words "clause 3(e) and clause 32" therefor.
- 3.10. By deleting the Second Schedule and the Plan annexed to the Second Schedule of the Deed of Agreement and substituting therefor the Second Schedule and the Plan (comprising two sheets labelled 94.1F and 94.2F) annexed hereto.
- 3.8. By deleting Third Schedules to the Deed of Agreement.

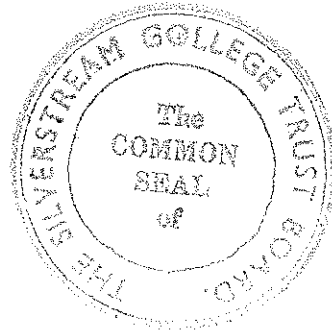
A handwritten signature in black ink, appearing to be 'J. W. M.', is located in the bottom right corner of the page.


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.

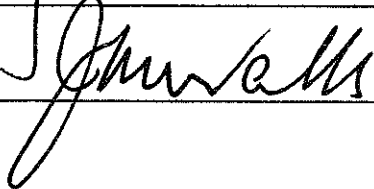
THE COMMON SEAL OF THE
SILVERSTREAM COLLEGE TRUST BOARD

was hereunto affixed by and in the presence of :-





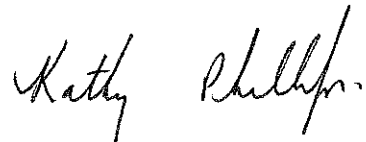
Trustee



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:



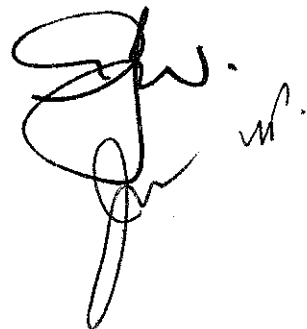
Judith Manchester
53 Creswick Terrace
Wellington 5

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** Blocks 1,2,2a,13,14,20,21,22,25,32 and 39 more particularly delineated in blue on the annexed Plan hereto **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 those excepted portions over the accessways shaded yellow on the annexed Plan from and to State Highway No. 2, Upper Hutt **RESERVING NEVERTHELESS** to the Proprietor full rights of access to and from and use of those shared sealed areas shaded yellow on the annexed Plan hereto.

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a smaller signature and the letters 'M.' to the right.