

SUPPLEMENTARY DEED OF AGREEMENT

ST PETER'S COLLEGE, GORE

THIS DEED OF AGREEMENT is made on the 2nd day of March
Two thousand (2000) BETWEEN THE ROMAN CATHOLIC BISHOP OF THE
DIOCESE OF DUNEDIN 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 21st day of December One thousand
nine hundred and eighty-one (1981) 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 Peter's College,
Gore 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 Plan annexed to the Second Schedule with a new
Plan, and
 - (3) To replace the First and Second Schedules with new Schedules, and
 - (4) To delete the Third Schedule entirely.

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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 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

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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."

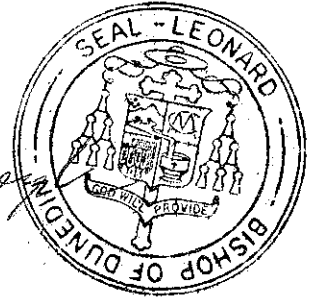
- 3.4.** By deleting from **Clause 16** the words "as established by Regulations made under the Education Act 1964" and substituting the words "as established pursuant to the Education Act 1989" therefor.
- 3.5.** By adding after the words "Deputy Principal" in the first line of **Clause 19** the words, "however described".
- 3.6.** By deleting the **Plan** annexed to the **Second Schedule** and substituting therefor the Plan attached hereto.
- 3.6.1.** By deleting the **First, Second and Third Schedules** to the Deed of Agreement and substituting therefor the **First and Second Schedules** attached hereto.

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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.

SIGNED by LEONARD ANTHONY BOYLE
THE ROMAN CATHOLIC BISHOP
OF THE DIOCESE OF DUNEDIN
and sealed with his seal of office



L. A. Boyle

in the presence of:

P. Lee
Secretary
38 Tweed St
Roslyn
Dunedin

SIGNED by KATHY PHILLIPS
Senior Manager, National Operations
Ministry of Education pursuant
to authority delegated by the
Minister of Education acting on
behalf of HER MAJESTY THE QUEEN

PP Helen Skerwin

in the presence of:

[Signature]
Warren Henson
Public Servant
13a Feist Street
Naenae

FIRST SCHEDULE

THE PROPRIETOR'S LAND

All that land, school buildings owned by the Roman Catholic Bishop of the Diocese of Dunedin situated in Kakapo Street and also bounding on Pukaki and Robertson Streets and Coutts Road, Gore being known as St. Peter's College Gore, and being more particularly described as follows and delineated in green on the plan attached to the Second Schedule of this agreement.

FIRSTLY All that freehold parcel of land containing 2.0234 hectares more or less, situated in the Borough of Gore, being Allotment 5, D.P. 408 and being part Sections 123 and 127 Block LXXI HOKONUI DISTRICT and being all that land in Certificate of Title, Volume 68 Folio 84 (Southland Registry).

Subject to Memoranda of Mortgage Nos
 239991, 273853, 277898,
 047700.1, 047700.2,
 047700.3, 075041.1 and
 075041.3

SECONDLY All that freehold parcel of land containing 3.7551 hectares more or less, situated in the Borough of Gore being Lot 10 and part of Lot 6 D.P. 408 and being part Sections 123 and 137 Block LXXI HOKONUI DISTRICT and being all that land in Certificate of Title Volume 5C Folio 1479 (Southland Registry).

Subject to Memoranda of Mortgage Nos
 239992, 273853, 277898,
 047700.1, 047700.2,
 047700.3, 075041.1 and
 075041.3

THIRDLY All the freehold parcel of land containing 1.5959 hectares more or less situated in the Borough of Gore being part Lot 11 D.P. 408 and being also part section 123 Block LXXI HOKONUI DISTRICT and being all that in Certificate of Title Volume 100 Folio 98 (Southland Registry).

Subject to Memoranda of Mortgage Nos
 23991, 272853, 277898,
 047700.1, 047700.2,
 047700.3, 075041.1 and
 075041.3

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FOURTHLY All that freehold parcel of land containing 1.4864 hectares more or less situated in the Borough of Gore, being Part Lot 11 D.P. 408 and being also part of Section 123 block LXXI HOKONUI DISTRICT and being all that land in Certificate of Title Volume 163 Folio 269 (Southland Registry)

Subject to Memoranda of Mortgage Nos
239991, 273853, 277898,
047700.1, 047700.2,
047700.3, 075041.1 and
075041.3

FIFTHLY All that freehold parcel of land containing 1.0961 hectares more or less, situated in the Borough of Gore, being Part D.P. 1502, being also part Section 123 Block LXXI HOKONUI DISTRICT and all that land in Certificate of Title Volume 2A Folio 301 (Southland Registry)

SIXTHLY All that freehold parcel of land containing 6960 square metres more or less, situated in the Borough of Gore, being Lot 2 D.P.. 8296 and part land on D.P.. 1502 and being part Section 123 HOKONUI DISTRICT and being all that land in Certificate of Title Volume 3A Folio 508 (Southland Registry).

SEVENTHLY all that freehold parcel of land containing 602 square metres more or less, situated in the Borough of Gore, being Lot 5 D.P. 7762 and being also part Section 123 Block LXXI HOKONUI DISTRICT and being all that land in Certificate of Title Volume 2A Folio 299 (Southland Registry).

EIGHTHLY All that freehold parcel of land containing 956 square metres more or less, situated in the Borough of Gore, being part of Lot 22 D.P. 750 and being also part of Section 123 and 313 Block LXXI HOKONUI DISTRICT and being all that land in certificate of Title Volume 6B Folio 112 (Southland Registry).

NINETHLY All the freehold parcel of land containing 1851 square metres more or less, situated in the Borough of Gore, being Lot 20 D.P. 750 and being part sections 123 and 313 HOKONUI DISTRICT and being all that land in Certificate of Title Volume 9B Folio 555 (Southland Registry)

TENTHLY All that freehold parcel of land containing 1851 square metres more or less, situated in the Borough of Gore, being Lot 21 D.P. 750 and being part Sections 123 and 313 HOKONUI DISTRICT and being all that land in Certificate of Title Volume 9B Folio 556 (Southland Registry).

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ELEVENTHLY All that freehold parcel of land containing 895 square metres more or less, situated in the Borough of Gore being Lot 4 on D.P. 4509 and being also part of Section 123 Block LXXI HOKONUI DISTRICT and being all that land in Certificate of Title Volume 179 Folio 93 (Southland Registry).

There is a debt owing by the Proprietor to the Dunedin Diocesan Development Fund.

There is a debt owing by the Proprietor to the Dunedin Catholic Education Trust Board (Inc.)

There is a mortgage in favour of the Housing Corporation on some of the land as described in the above schedule. The Buildings are also used for security.

There is a debt owing by the Proprietor to Her Majesty the Queen acting by and through the Secretary of Education.

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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 which is delineated in red on the annexed plan of the Proprietor's land which forms part of this Schedule,

TOGETHER WITH the school buildings and other improvements thereon,

SAVE AND EXCEPT the Chapel (Block 11) more particularly hatched in blue on the said plan.

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