

SUPPLEMENTARY DEED OF AGREEMENT

VILLA MARIA COLLEGE, CHRISTCHURCH

THIS DEED OF AGREEMENT is made on the *5th* day of *November* One thousand nine hundred and ninety-one (1991) BETWEEN THE SISTERS OF MERCY (DIOCESE OF CHRISTCHURCH) TRUST BOARD a "Body Corporate" (hereinafter with its 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 9th day of October 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 Villa Maria College, Christchurch 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.
- C The Proprietor and the Minister are now agreed on the need to amend the Capital Work Requirements as defined in the Third Schedule to the Deed of Agreement pursuant to Section 7(9) of the Private Schools Conditional Integration Act 1975.

J.F.
M.S.C.
A.L.

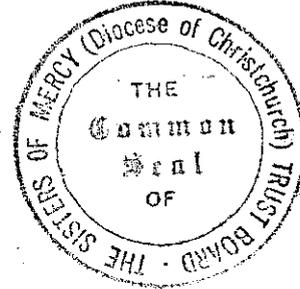
NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. THAT the Deed of Agreement bearing date the 9th day of October 1981 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 and annexed Plan defining the School Premises in the Deed of Agreement.
3. THAT the Third Schedule of the original Deed of Agreement be amended by adding under the heading "Building Requirements" the words "Bursar's Office, Home Economics Suite, Gymnasium and Auditorium". This accommodation is to be provided by a date to be agreed from time to time between the Minister and the Proprietor.
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.

J.P.
M.F.B
A.L.

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

THE COMMON SEAL OF THE SISTERS OF MERCY (CHRISTCHURCH DIOCESE) TRUST BOARD was hereunto affixed by and in the presence of:



.....*Anna Delarku*..... (Trustee)

.....*Mary F. Latherwood*..... (Trustee)

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:

Judith Manchester
Liaison Officer
53 Creswick Tce
Wellington 5

Jed. M.F.L.
to be

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 school buildings residence offices convent and other improvements owned by the Sisters of Mercy (Diocese of Christchurch) Trust Board situate at Peer Street, Christchurch, New Zealand, delineated in green on the annexed plan and being known as Villa Maria College, Christchurch and being more particularly described as follows:

FIRSTLY all that piece of land situated in the Christchurch Survey District containing 3.8716 hectares being lot 53 and part Lots 51, 52 and 54 on Deposited Plan 201 being all the land contained and described in Certificate of Title Volume 24A Folio 404 Canterbury Land Registry.

SECONDLY all that piece of land situated in the Christchurch Survey District containing 2.0184 hectares being lot 55 on Deposited Plan 201 and being all the land contained and described in Certificate of Title Volume 24A folio 405 Canterbury Land Registry.

BOTH SUBJECT TO a debt to the Housing Corporation of New Zealand secured by Mortgage No. 817896.

Jed
M.F.L.
Re. L.

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 Plan forms part of this Schedule TOGETHER WITH all the School buildings and other improvements now standing or erected thereon and as shown on the said Plan RESERVING NEVERTHELESS to the Proprietor the full and free right and liberty to go pass and repass as a means of ingress and egress along the driveway from Peer Street shaded yellow on the said Plan AND FURTHER RESERVING to the Proprietor the right to enter upon so much of the School premises as may be necessary to effect the installation laying relaying maintenance or repair of any or all high pressure water, stormwater, sewerage, electric power or telephone pipes conduits lines or cables serving those parts of the Proprietor's lands excluded from this Deed of Agreement.

AD
M.F.B.
A.L.

AMENDMENTS TO CAPITAL WORK REQUIREMENTS

(to be read with the Schedule to the Integration Agreement)

VILLA MARIA COLLEGE, CHRISTCHURCH

AGREED PHASING OF WORK TO BE COMPLETED BY:

Description of Work	31.3.91	31.3.92	31.3.93	31.3.94	31.3.95	31.3.96
Provide Bursar's Office by remodelling existing space.	*					
Provide Home Economics Suite by remodelling Room 16.	*					
Gymnasium by Code-sized new complex.			*			
Remodelling of existing G.P. Hall to Auditorium.			*			

*Peri M.F.B.
A.L.*