

SUPPLEMENTARY DEED OF AGREEMENT

HATO PAORA COLLEGE, FEILDING

THIS DEED OF AGREEMENT is made on the 29th day of September
One thousand nine hundred and ninety seven (1997) **BETWEEN THE HATO PAORA
COLLEGE TRUST BOARD** a Trust Board incorporated under the provisions of the
Charitable Trusts Act 1955 (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 16th day of March, One thousand nine hundred and eighty three (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 Hato Paora College, Feilding 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.
- (2) To replace the First Schedule.
- (3) To replace the Plan annexed to the Second Schedule to the Deed of Agreement.
- (4) To replace the Third Schedule.

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

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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 further amended as follows:
 - 3.1 By amending **Clause 3(d)** by adding after the word "hereto" the second time it occurs, the words "or such other dates as may be agreed from time to time between the Minister and the Proprietor".
 - 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 subclause (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 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

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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 20** the words "however described".
- 3.6 By deleting Clauses 30 and 31 from the Deed of Agreement.
- 3.7 By deleting the words "and clause 31" from Clause 35.
- 3.8 By deleting the First Schedule to the Deed of Agreement and substituting the First Schedule attached hereto.
- 3.9 By deleting the Plan annexed to the Second Schedule and substituting therefor the Plan attached hereto.
- 3.10 By deleting the Third Schedule to the Deed of Agreement and substituting the Third Schedule attached hereto.
- 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


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Agreement is confirmed.

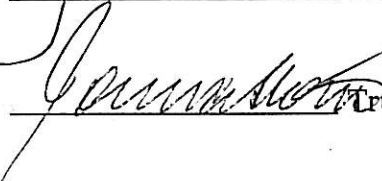
IN WITNESS WHEREOF these presents have been executed the day and the year first hereinbefore written.

The Common Seal of **THE HATO PAORA**
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

Minister of Education acting on

behalf of **HER MAJESTY THE QUEEN**

in the presence of




64 A Ellise St
Mt Victoria
Wellington

New First Schedule**"FIRST SCHEDULE"****HATO PAORA COLLEGE, FEILDING**

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 Kimbolton Road, Cheltenham, Feilding, being known as **Hato Paora College** and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

All that freehold parcel of land containing 303.3827 hectares more or less situate in Block XI of the Oroua Survey District being part of Subdivision "D" Manchester Block and being also Lots 15 and 16 and part of Lot 17 on Deposited Plan No. 73 and being all the land in Certificate of Title Volume 300 Folio 110 (Wellington Registry).

SUBJECT TO:

1. Drainage and incidental rights granted and varied by Transfers Nos. 59305 and 76405 respectively.
2. Mortgage 526024 to the Maori Trustee.
3. Mortgage 182843.1 to Rural Banking and Finance Corporation of New Zealand.

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There are debts owing by the Proprietor to:

- (1) The Central Diocesan Development Fund of the Diocese of Palmerston North;
- (2) The Bank of New Zealand."

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New Third Schedule**"THIRD SCHEDULE"**

Works to be carried out by the Proprietor in relation to the integrated School:

Provide the following facilities by July 1998:

Art & Craft Room	105m ²
Art and Craft Store	21m ²
Project Store	19m ²
Kiln Shed	10m ²
Library including workroom	175m ²
PE Store	12.5m ²
Equipment Bay	28m ²
PE Changing Rooms	40m ² x 2
Outside PE Store	19m ²
Gymnasium	305m ²
Weight Training	27m ²
Teachers Room	12m ²
Foyer	40m ² "

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