

DEED OF LEASE

between

**THE BOARD OF ADMINISTRATION OF THE METHODIST CHURCH
OF NEW ZEALAND**

and

GLENFIELD COMMUNITY CENTRE INCORPORATED

and

NORTH SHORE CITY COUNCIL



SIMPSON GRIERSON
LAW

THIS DEED dated the

day of

2004

LANDLORD THE BOARD OF ADMINISTRATION OF THE METHODIST CHURCH OF NEW ZEALAND ("Landlord")

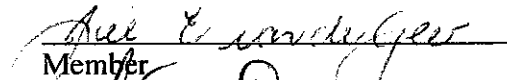

TENANT GLENFIELD COMMUNITY CENTRE INCORPORATED ("Tenant")

COUNCIL NORTH SHORE CITY COUNCIL ("Council")

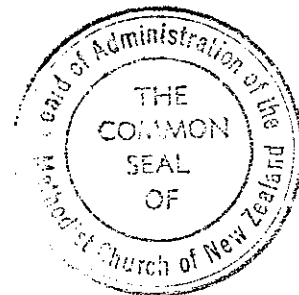
THE LANDLORD leases to the Tenant and the Tenant takes on a lease of the premises described in the First Schedule **FOR** the term from the commencement date and at the annual rent as set out in the First Schedule.

THE LANDLORD AND THE TENANT AND THE COUNCIL covenant as set out in the Second Schedule as amended by the Additional Covenants attached to and forming part of this lease.




SIGNED by the Landlord by affixing its common seal in the presence of:


Member

Member

Member



SIGNED by the Tenant in the presence of:

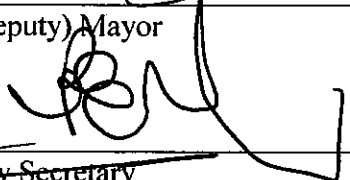

Member

Member

Member



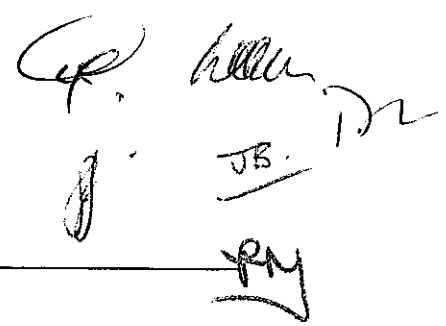
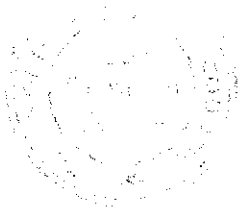
THE Common Seal of NORTH SHORE CITY COUNCIL was affixed in the presence of:



(Deputy) Mayor



City Secretary



FIRST SCHEDULE

PREMISES: All that part of the Landlord's premises on the corner of Glenfield Road and Bentley Avenue, Glenfield comprising 2222m² being Lot 1 on Deposited Plan 165663 more particularly shown on the plan attached hereto outlined in red reserving the rights contained in clause 46 to the landlord.

TERM: 33 years

COMMENCEMENT DATE: 31 August 1994

FURTHER TERMS: One further term of 33 years

RENEWAL DATES: 31 August 2027

FINAL EXPIRY DATE: 30 August 2060

ANNUAL RENT: \$1.00 (if demanded)

RENT PAYMENT DATES: The 31st day of August 1994 and thereafter annually on the 1st day of August in each and every year

PROPORTION OF OUTGOINGS: 80%
(Clause 3.1)

DEFAULT INTEREST RATE: The rate of interest which would be charged by the Landlord's banker in the event that it had an overdraft with its Bank

PERMITTED USE: A community centre in accordance with Clause 18

INSURANCE: Full replacement and reinstatement

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Approvals
 for the Board of Administration,
 Methodist Church of New Zealand.
 Registered Owners

Approved pursuant to Section 223 of
 the Resource Management Act 1991
 on the 31 day of August 1994.
 The Commission of the
 The North Shore City
 Council is affixed
 hereto in the presence
 of
 Deputy Mayor
 City Secretary

[Handwritten signature]

NEW CT ALLOCATED

Total Area 2222 m²

Comprised in 8al CT 118/228
 All CT 1935/47

(Gavin John Matterson of Auckland
 Registered Surveyor and holder of an annual practicing certificate in the
 1982 hereby certify that this plan has been made from surveys conducted
 by me or under my direction. That both plans and surveys are correct and
 have been made in accordance with the Survey Regulations 1972 in city
 regulations made in substitution thereof.
 Dated at Auckland this 8 day
 of August 1994. Signature *[Handwritten signature]*

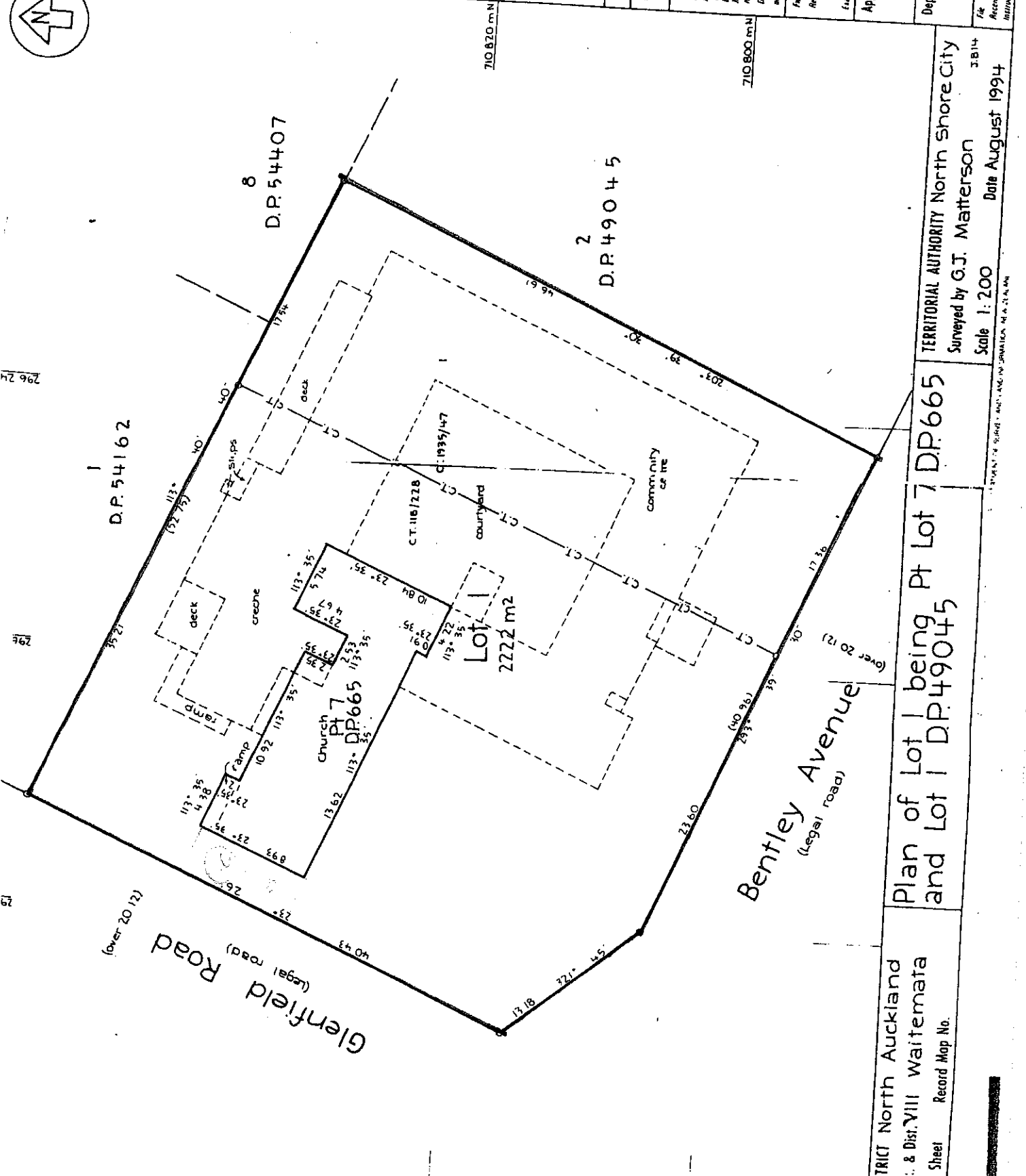
Field Book
 Reference Plan
 Examined
 Approved (for lease purposes only)

1 / 1
 Deposited this day of 19
 Chief Surveyor

District Land Registrar

File
 Received
 Instructions

C-5166



DISTRICT North Auckland
 City 8th & Dist VIII Waitemata
 15 261 Street Record Map No.

Plan of Lot 1 being Pt Lot 7 D.P. 665
 and Lot 1 D.P. 49045

TERRITORIAL AUTHORITY North Shore City
 Surveyed by G.J. Matterson
 Scale 1:200 Date August 1994

3.814

ADDITIONAL COVENANTS**10.1(a) Maintain the premises**

MAINTAIN the interior and exterior of any improvements including fixtures and fittings (except the Worship Centre) when the same may reasonably require maintenance. The parties acknowledge that the provisions of Clause 44 may need to be invoked in cases of uncertainty or doubt.

18.3 **THE** permitted use of the premises is to be non-commercial. The premises shall not be used for any purpose which in the Landlord's reasonable opinion might embarrass it or bring it into any form of disrepute. The Tenant shall at all times in cases of potential concern or doubt regarding questions of use fully consult with the Landlord with a view to resolving any such question at an early stage, prior to problems arising. In the event of irreconcilable differences the provisions of Clause 44 shall apply (and shall be invoked with all reasonable expedition) provided that until such dispute is resolved whatever use is not approved by the Landlord will not be carried on pending the outcome of the arbitration.

33.1 **THE** Tenant not being in breach may at any time before and will if required by the Landlord at the end or earlier termination of the term remove all the Tenant's fixtures, fittings and buildings and make good at the Tenant's own expense all resulting damage and restore the premises to the condition reasonably acceptable to the Landlord and if not removed within one calendar month of the Landlord's request ownership of the Tenant's fixtures, fittings and buildings passes to the Landlord if the Landlord so elects. The parties acknowledge that provisions of Clause 44 shall apply in the event of disputes and differences arising.

33.2 **FOR** the purposes of Clause 33.1 the term "the premises" refers to the land and Methodist Worship Centre only and not to any other improvements on the land. *

36.2 **THE** parties agree that in the event of:

- (a) the Tenant being wound up;
- (b) the Tenant discontinuing its activities;
- (c) the Tenant not exercising any right to renew this lease; or
- (d) the Landlord exercising its rights under Clause 29 against the Tenant;

notwithstanding that as between the Landlord and the Tenant this lease may be terminated, it shall remain in full force and effect as between the Landlord and the Council. All the covenants and restrictions contained or implied in this lease shall thereafter accordingly apply as if the Council were the Tenant hereunder.

36.3 **THE** parties agree that the Tenant may permit other persons and organisations to use the premises provided the terms and conditions of this lease are complied with.

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Handwritten signatures and initials, including "RJ" and "JB", are present in the bottom right corner of the page.

RESERVATION OF RIGHTS TO LANDLORD

46. **THE** Landlord reserves from this lease:
- 46.1 the exclusive and unrestricted right to maintain and use the Methodist Worship Centre ("The Worship Centre");
 - 46.2 access across the premises to and from The Worship Centre;
 - 46.3 the Church Offices and Centre's cupboards marked in yellow shown on the attached plan;
 - 46.4 the right to maintain a notice board on the premises;
 - 46.5 access to and the non-exclusive right in common with the Tenant to use the existing car parking on the premises;

for itself and its agents, guests, worshippers and persons to whom it may authorise. The Landlord will be responsible for maintaining and caring for The Worship Centre, Church Offices and Centre's cupboards at its own expense.

47. **THE** Landlord shall have the right to enter upon the premises and to make reasonable alterations and additions to The Worship Centre in consultation with the Tenant.

CO-OPERATION AND RESPECT OF PARTIES

48. **THE** parties acknowledge and declare that in the administration, operation and dealings with each other and persons or organisations having resort to, use of and connection with the premises, the statements of philosophy purpose and goals of the Tenant and the principles of the Landlord will be used as a basis and guide for conduct.
49. **DURING** the term of this lease the Tenant shall permit two members of its management committee to be the persons appointed or nominated by the Landlord to represent the interest of the Glenfield Co-operating Parish and the Landlord.

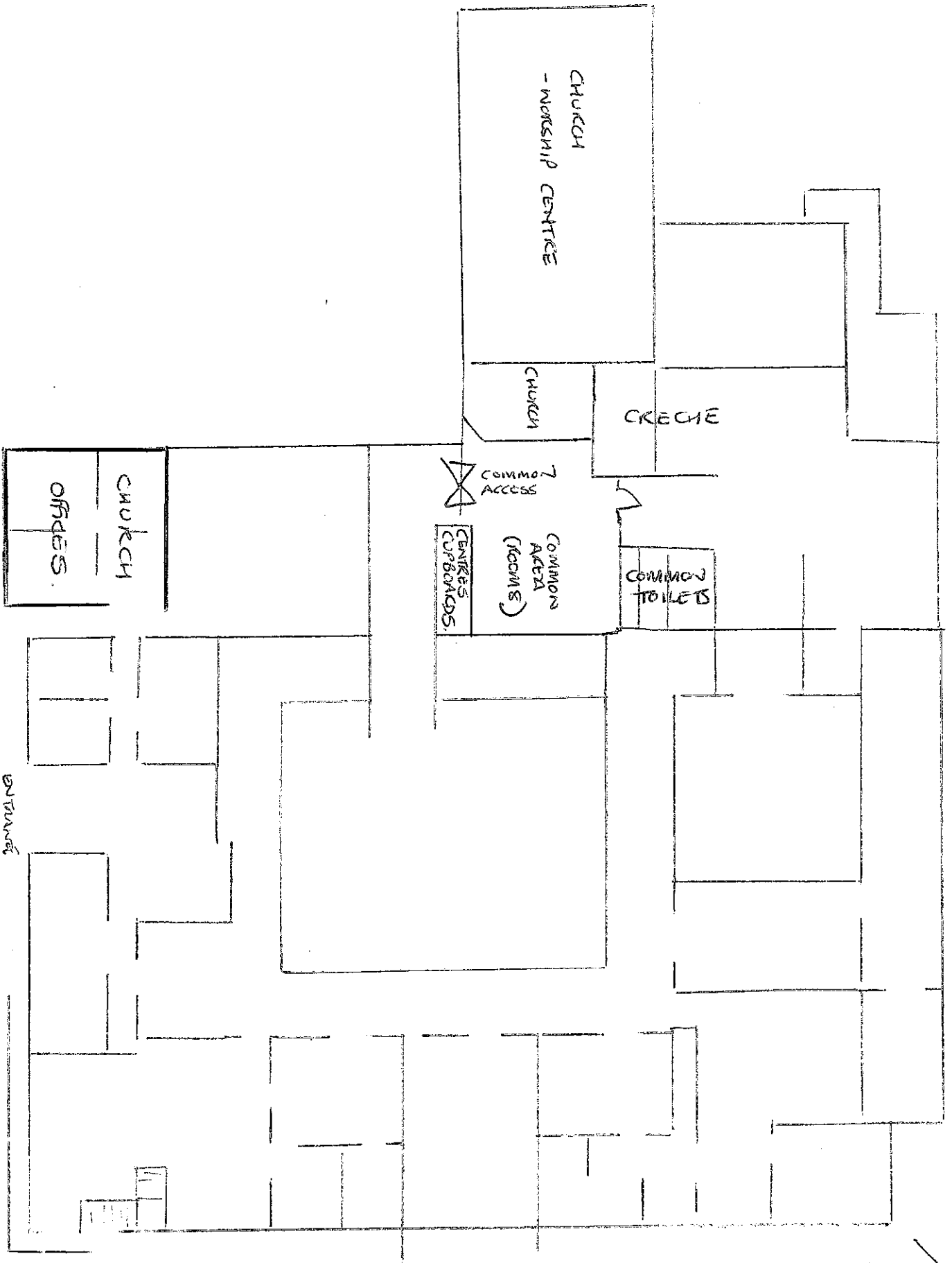
RESERVED USAGE

50. **THE** Tenant, in setting charges (if any) to be paid by the ~~Co-operating Parish of~~ ^{local Ecumenical Project} Glenfield Greenhithe and Albany (or such ~~Parish~~ ^{body} nominated by the Methodist Church of New Zealand as succeeding the present Parish) for the use of the premises, shall take cognisance of the rent-free use of the premises provided by the Landlord. In the event of unresolvable dispute or difference the issue shall be referred to arbitration in terms of clause 44.

ACCESS TO TENANT

51. **THE** Landlord shall permit the Tenant and the Tenant's agents, guests and other authorised persons to enter into The Worship Centre building for the purpose of

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 Middle right: "J.B."
 Bottom right: A signature, possibly "A. J. ..."
 Far right: A small mark or signature.



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using the kitchen, bathroom and storage facilities in The Worship Centre building and for the purpose of gaining access to the adjoining creche area.

Handwritten signatures and initials:
Top right: *hcm*
Middle right: *CP JS/DN*
Bottom right: *RM* and *J*

OUTGOINGS
(Clause 3)

1. Rates or levies payable to any local or territorial authority.
- ~~2. Charges for water gas electricity telephones and other utilities or services.~~
3. Rubbish collection charges.
- ~~4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.~~
5. Such portion of the Landlord's land tax as the value of the land forming part of the property bears to the total value of all land included in the Landlord's assessment for land tax.
- ~~6. Insurance premiums and related valuation fees. (Clause 9).~~
- ~~7. Service contract charges for air conditioning, lifts and other building services.~~
- ~~8. Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair).~~
- ~~9. The provisioning of toilets and other shared facilities.~~
- ~~10. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement.~~
- ~~11. Yard and carparking area maintenance and repair charges but excluding charges for structural repairs to the building.~~
- ~~12. Body Corporate charges for insurance premiums and related valuation fees and reasonable management administration expenses.~~
- ~~13. The costs incurred and payable by the landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by Section 4 of the Building Act 1991.~~

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 THE Tenant shall pay the annual rent by equal ^{annual} ~~monthly~~ payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first ~~monthly~~ payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions by direct payment to the Landlord or as the Landlord may direct.

Rent Review

- ~~2.1 THE annual rent may be reviewed by the Landlord as follows:~~
- ~~(a) The Landlord shall commence a review by not earlier than three (3) months prior to a review date or at any time up to the next following review date giving written notice to the Tenant specifying the annual rent considered by the Landlord to be the current market rent as at that review date.~~
 - ~~(b) If, by written notice to the Landlord within twenty-eight (28) days after receipt of the Landlord's notice, the Tenant disputes that the proposed new annual rent is the current market rent then the new rent shall be determined in accordance with clause 2.2. BUT the new rent shall not be less than the annual rent payable during the period of twelve (12) months immediately preceding the relevant review date.~~
 - ~~(c) If the Tenant fails to give such notice (time being of the essence) the Tenant shall be deemed to have accepted the annual rent specified in the Landlord's notice.~~
 - ~~(d) The annual rent so determined or accepted shall be the annual rent from the review date or the date of the Landlord's notice if such notice is given later than three (3) months after the review date.~~
 - ~~(e) Pending the determination of the new rent, the Tenant shall pay the rent specified in the Landlord's notice provided that the rent is substantiated by a registered valuer's report. Upon determination of the new rent an appropriate adjustment shall be made.~~
 - ~~(f) The rent review at the option of either party may be recorded in a Deed, the cost of which and the stamp duty thereon shall be payable by the Tenant.~~

Handwritten signatures and initials:
W. J. B.
J. B.
D. M.

~~2.2 IMMEDIATELY following receipt by the Landlord of the Tenant's notice the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within fourteen (14) days then the new rent may be determined either:-~~

- ~~(a) By one party giving written notice to the other requiring the new rent to be determined by arbitration, or~~
- ~~(b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - ~~(1) Each party shall appoint a valuer and give written notice of the appointment to the other party within fourteen (14) days of the parties agreeing to so determine the new rent.~~
 - ~~(2) If the party receiving a notice fails to appoint a valuer within the fourteen (14) day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.~~
 - ~~(3) The valuers appointed before commencing their determination shall appoint an umpire who need not be a registered valuer.~~
 - ~~(4) The valuers shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the umpire.~~
 - ~~(5) Each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound thereby.~~~~

~~When the new rent has been determined the arbitrators or the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.~~

3.0 THE Landlord shall pay all outgoings associated with the land and buildings comprising the Worship Centre, Church Offices and Centre's cupboards reserved exclusively to itself. The Tenant shall pay all outgoings on the balance of the land including that area marked Room 8 shown on the attached plan outlined in green.

Outgoings

- 3.1 THE Tenant shall pay the outgoings in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.**
- ~~3.2 THE Landlord may vary the proportion of any outgoing payable to ensure that the tenant pays a fair proportion of the outgoing.~~
- 3.3 IF any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then such outgoing shall not be payable by the Tenant.**
- 3.4 THE outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.**
- 3.5 THE outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of such reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.**
- 3.6 AFTER the 31st March in each year of the term or such other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.**
- 3.7 THE Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.**
- 3.8 NOTWITHSTANDING any other provision in this lease, but with the exception of clause 18.2, the Tenant shall only be liable to pay the outgoings specified in the first schedule.**

Handwritten signatures and initials:
Top right: "Col" and "J.B."
Bottom left: "Ray"
Bottom right: "D.J."

Goods and Services Tax

- 4.1 THE Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 IF the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax.

Interest on Unpaid Money

- 5. IF the Tenant defaults in payment of the rent or other moneys payable hereunder for fourteen (14) days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment down to the date of payment.

Costs

- 6. THE Tenant shall pay the Landlord's ^{reasonable} solicitors costs of and incidental to the preparation ^{and negotiation} of this lease and any variation or renewal or any Deed recording a rent review and the stamp duty payable, and the Landlord's ^{reasonable} legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Landlord's rights remedies and powers under this lease.

Indemnity

- 7. THE Tenant shall indemnify the Landlord against all damage or loss resulting from any act or omission on the part of the Tenant or the Tenant's employees contractors or invitees. The Tenant shall recompense the Landlord for all expenses incurred by the Landlord in making good any damage to the property resulting from any such act or omission. The Tenant shall be liable to indemnify only to the extent that the Landlord is not fully indemnified under any policy of insurance.

LANDLORD'S PAYMENTS

Outgoings

- 8. SUBJECT to the Tenant's compliance with the provisions of Clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

Insurance

- 9. THE Landlord shall at all times during the term keep and maintain any buildings on the property ^{except the} ^{Worship} ^{Centre} ^{and Tenant's} ^{fixtures fittings and} ^{chattels, and} ^{adequate public risk cover.} insured under a policy of the type shown in the First Schedule against loss damage or destruction by fire and such other risks as the Landlord may reasonably determine and such cover may extend to —
 - ~~(a) a twelve (12) month indemnity in respect of consequential loss of rent,~~
 - (b) loss damage or destruction of windows and other glass and all the Landlord's fixtures fittings and chattels, and
 - (c) adequate public risk cover.

Tenant's Obligations

10.1 THE Tenant shall (subject to ~~any maintenance covenant by the landlord~~) in a proper and workmanlike manner and to the reasonable requirements of the Landlord:

(a) **Maintain the premises**

~~Keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use or damage by fire earthquake flood storm act of God inevitable accident or any risk against which the Landlord is insured unless the insurance moneys are rendered irrecoverable in consequence of any act or default of the Tenant or the Tenant's agents employees contractors or invitees. See attached covenants.~~

(b) **Repair minor breakages**

Repair all glass breakages and breakage or damage to all doors windows light fittings and power points of the premises and shall keep that portion of the electrical system of the premises from the switchboard to all power outlets in good operating condition. This provision shall apply notwithstanding any other provision in this lease.

(c) **Painting**

Paint and decorate those parts of the interior ^{and exterior} of the premises which have previously been painted and decorated when the same reasonably require repainting and redecoration. **reasonably require painting and decorating.**

~~(d) **Floor coverings**~~

~~Keep all floor coverings in the premises clean and replace all worn or damaged floor coverings with floor coverings of a similar quality when reasonably required by the Landlord.~~

(e) **Make good defects**

Make good any damage to the property caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible.

THE Tenant shall:

10.2 ~~WHERE~~ the Tenant is leasing all of the property the Tenant shall:

(a) **Maintain yards**

Keep and maintain any car parks ^{parkings} and other sealed ^{or surfaced} areas in good order and repair.

(b) **Care of grounds**

Keep any grounds yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.

(c) **Water and drainage**

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

(d) **Other works**

Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

~~10.3 THE Tenant shall not be liable for the maintenance or repair of any building service the subject of a service maintenance contract but this clause shall not release the Tenant from any obligation to pay for the cost of any such contract or charges in respect of any such maintenance or repair.~~

10.4 WHERE the Tenant is obligated to make good damage to the property of the Landlord then the Landlord shall reimburse the Tenant for the cost of making good the damage to the extent of any insurance moneys receivable by the Landlord in respect of such damage.

Toilets

11. THE toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

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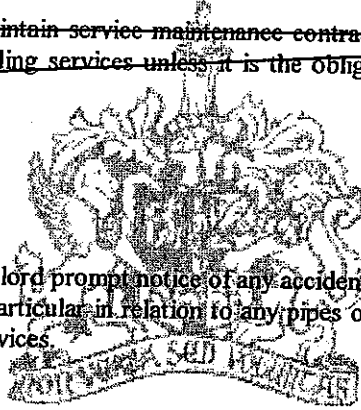
Rubbish Removal

- 12. **THE** Tenant shall regularly cause all rubbish and garbage to be removed from the premises and will keep any rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

~~Landlord's Maintenance~~

- ~~13.1 THE Landlord shall keep and maintain the building and all building services in good order and repair but the Landlord shall not be liable for any:

 - ~~(a) Repair or maintenance which the Tenant is responsible to undertake, or~~
 - ~~(b) Want of repair or defect in respect of building services so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or~~
 - ~~(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises.~~
 - ~~(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.~~~~
- ~~13.2 THE Landlord shall keep and maintain service maintenance contracts for lifts, airconditioning and at the Landlord's option any other building services unless it is the obligation of the Tenant to maintain such contracts.~~



Notification of Defects

- 14. **THE** Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

- 15. **THE** Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the premises to view their condition. If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of Clause 10 the Tenant shall with all reasonable speed so comply.

Landlord may Repair

- 16. **IF** default shall be made by the Tenant in the due and punctual compliance with any repair notice given pursuant to the previous clause or in the event that any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.

Access for Repairs

- 17. **THE** Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

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 JB

Handwritten signature/initials

Handwritten signature/initials

Handwritten signature/initials

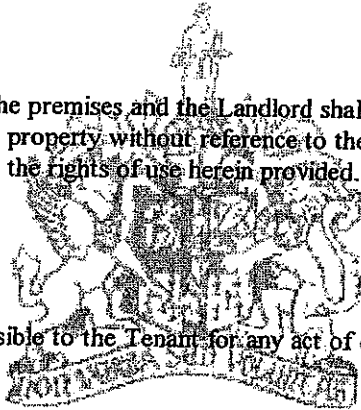
USE OF PREMISES

Permitted Business Use

- 18.1 THE Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the ^{permitted} business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld in respect of any proposed use
- ~~(a) not in substantial competition with the business of any other occupant of the property which might be affected by the use,~~
 - ~~(b) reasonably suitable for the premises and~~
 - ~~(c) conforming with all town planning ordinances, provisions and consents.~~
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 18.2 IF any change in use requires compliance with Section 46 of the Building Act 1991 the Landlord, as a condition of granting consent, may require the Tenant to comply with Section 46 of the Act and to pay all compliance costs.
- ~~18.3 IF the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.~~

Lease of Premises Only

19. THE tenancy shall relate only to the premises and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation thereto other than the rights of use herein provided.



Neglect of Other Tenant

20. THE Landlord shall not be responsible to the Tenant for any act of default or neglect of any other tenant of the property.

Signage

21. THE Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

Additions and Alterations

- 22.1 THE Tenant shall neither make nor allow to be made any ^{new buildings} alterations or additions to any part of the premises without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld) for that purpose. ~~If the Landlord shall authorize any alterations or additions the Tenant will at the Tenant's own expense if required by the Landlord at the end of the term reinstate the premises. The Tenant will promptly discharge and procure the withdrawal of any liens or charges of which notice may be given to the Tenant or the Landlord in respect of any work carried out by the Tenant.~~
- 22.2 THE Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 1991), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

Handwritten signatures and initials:
 C.F.
 J.B.
 J.M.
 J.C.
 J.P.

23.1 **THE** Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant **PROVIDED THAT:**

- ~~(a) The Tenant shall not be required to make any structural repairs or alterations other than those required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.~~
- ~~(b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 1991 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.~~

~~23.2 If the Landlord is obliged by any such legislation or requirement to expend moneys on any improvement addition or alteration to the premises then the Landlord shall be entitled to charge in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Landlord and the monthly payments of rent shall increase accordingly from the first day of the month in which such improvement addition or alteration is completed. If the Landlord would be obliged to expend an unreasonable amount then the Landlord may determine this lease and any dispute as to whether or not the amount is unreasonable shall be determined by arbitration.~~

In particular the Tenant shall ensure that any building structure, addition and alteration which the Tenant may effect on the premises complies with the Resource Management Act and the Building Act during the term of this lease.

No Noxious Use

24. **THE** Tenant shall not

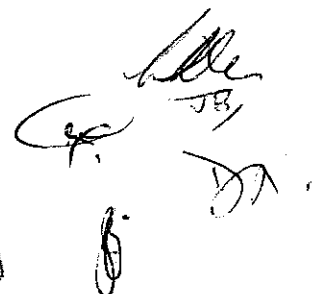
- (a) bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the building or any surfaced area,
- (b) use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business, or
- (c) allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

Tenant not to Void Insurances

25. **THE** Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which

- (a) shall make void or voidable any policy of insurance on the property or
- (b) may render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.



DAMAGE TO OR DESTRUCTION OF PREMISES
and partial
Total Destruction

- ~~26. IF the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged~~
- ~~(a) as to render the premises untenable then the term shall at once terminate or~~
- ~~(b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within three (3) months of the date of damage or destruction give the Tenant one (1) months written notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable according to the nature and extent of the damage.~~
- ~~Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.~~

Partial Destruction

- 27.1 IF the premises or any portion of the building of which the premises may form part shall be ^{either destroyed or so} damaged but ^{not so as to render the premises untenable and} ~~either wholly or partially~~ ^{Tenant's}
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant and
- (b) all the necessary permits and consents shall be obtainable,
- THEN** ^{Tenant} the Landlord shall with all reasonable speed expend all the insurance moneys received by the ^{Tenant} Landlord in respect of such damage towards repairing such damage or reinstating the premises and/or the building but the ^{Tenant} Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises. ^{Tenant} as are reasonable in the opinion of a registered engineer acceptable to both parties.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable according to the nature and extent of the damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the ^{Tenant} Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

DEFAULT

Distress

28. THE Landlord may distrain for rent or other moneys payable under this lease remaining unpaid fourteen (14) days after due date.



Re-entry

subject to clause 36.2

29. **THE Landlord** may re-enter the premises at the time or at any time thereafter
- (a) if the rent shall be in arrear fourteen (14) days after any of the rent payment dates,
 - (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied,
 - (c) if the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors,
 - (d) in the event of the insolvency bankruptcy or liquidation of the Tenant,
 - (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5000.00)

and the term shall terminate on such re-entry but without prejudice to the rights of either party against the other.

Loss on Re-entry

30. UPON re-entry the Landlord may remove from the premises any chattels in the apparent possession of the Tenant and place them outside the premises and the Landlord shall not be answerable for any loss resulting from the exercise of the power of re-entry.

Essentiality of Payments

- ~~31.1 FAILURE to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.~~
- ~~31.2 THE acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.~~

Repudiation

32. THE Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

REMOVAL OF TENANT'S FIXTURES

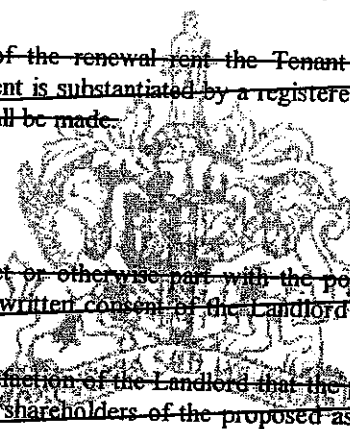
- ~~33. THE Tenant not being in breach may at any time before and will if required by the Landlord at the end or earlier termination of the term remove all the Tenant's fixtures and fittings and make good at the Tenant's own expense all resulting damage and if not removed within seven (7) days of the Landlord's request ownership of the Tenant's fixtures and fittings passes to the Landlord.~~

34. THE Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

35. RENEWAL OF TERM: If the Tenant has not been in breach of this lease and has given to the Landlord written notice to renew the lease at least three calendar months before the end of the term then the Landlord will at the cost of the Tenant renew the lease for the next further term from the renewal date upon the terms and conditions of this lease (but excluding this clause for renewal) such rental to be \$1.00 per annum (if demanded) during the further term.

~~RENEWAL OF TERM~~

- ~~35. IF the Tenant has not been in breach of this lease and has given to the Landlord written notice to renew the lease at least three (3) calendar months before the end of the term then the Landlord will at the cost of the Tenant renew the lease for the next further term from the renewal date as follows:-~~
 - ~~(a) The annual rent shall be agreed upon or failing agreement shall be determined in accordance with clause 2.2 but such annual rent shall not be less than the rent payable during the period of twelve (12) months immediately preceding the renewal date.~~
 - ~~(b) Such annual rent shall be subject to review during the further term on the review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.~~
 - ~~(c) The renewed lease shall otherwise be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date.~~
 - ~~(d) Pending the determination of the renewal rent the Tenant shall pay the rent proposed by the Landlord provided that the rent is substantiated by a registered valuer's report. Upon determination an appropriate adjustment shall be made.~~



~~ASSIGNMENT OR SUBLETTING~~

- ~~36.1 THE Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:-~~
 - ~~(a) The Tenant proves to the satisfaction of the Landlord that the proposed assignee or subtenant is (or in the case of a company the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease.~~
 - ~~(b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.~~
 - ~~(c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.~~
 - ~~(d) In the case of an assignment to a company (other than a listed public company) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and (if required by the Landlord) by the Directors and delivered to the Landlord.~~
 - ~~(e) The Tenant pays the Landlord's proper costs and disbursements in respect of the approval or preparation and stamping of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor.~~
- ~~36.2 WHERE the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.~~
- ~~36.3 ANY assignment or subletting of the type or in the manner referred to in Section 109 (2) of the Property Law Act 1952 shall be a breach of the provisions of this lease.~~
- ~~36.4 WHERE any Tenant is an unlisted company then any change in the legal or beneficial ownership of any of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.~~

[Handwritten signatures and initials]
 JS
 PM

~~UNIT TITLE COVENANTS~~

~~Body Corporate~~

~~37.1 THE expression "Body Corporate" means the Body Corporate incorporated under the Unit Titles Act 1972 ("the Act") in respect of the property.~~

~~Act and Rules Paramount~~

~~37.2 THIS lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.~~

~~Insurance~~

~~37.3 THE Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance covers in accordance with the Act.~~

~~Indemnity~~

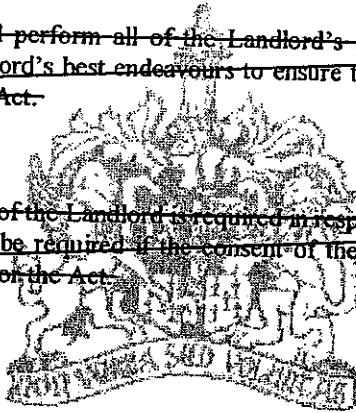
~~37.4 THE Tenant's obligation to indemnify the Landlord as herein expressed is extended to include the Body Corporate but only to the extent that the Body Corporate is not fully indemnified under any policy of insurance.~~

~~Lessor's Obligations~~

~~37.5 THE Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.~~

~~Consents~~

~~37.6 WHERE in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to any such matter would be necessary under its rules of the Act.~~



GENERAL

Holding Over

38. IF the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a monthly tenancy only terminable by one month's written notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as herein expressed or implied.

Access for Re-Letting

39. THE Tenant will at all reasonable times during the period of three months immediately preceding expiration of the term permit intending tenants and others with written authority from the Landlord or the Landlord's agents at all reasonable times to view the premises.

Suitability

40. NO warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

[Handwritten signatures and initials]
JB
J.M.

41. NO waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.

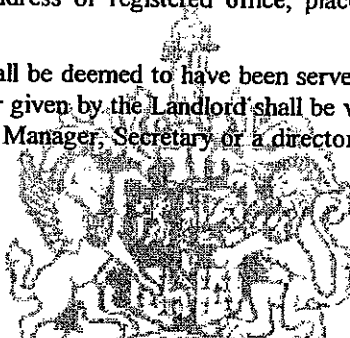
Land Transfer Title or Mortgagee's consent

42. THE Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the premises to this lease and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.

Notice

43. SUBJECT to the provisions of the Property Law Act 1952 any notice to be given to the Landlord or the Tenant hereunder shall be deemed sufficiently served if
- (a) sent by registered post to the addressee's last known address in New Zealand, or
 - (b) in the case of a body corporate sent to its registered office, or
 - (c) if there is no last known address or registered office, placed conspicuously on any part of the premises.

Any notice so posted or placed shall be deemed to have been served on the day following the posting or placing thereof. Anything served or given by the Landlord shall be valid if served or given under the hand of the Managing Director, General Manager, Secretary or a director or other authorised representative of the Landlord.



Arbitration

- 44.1 UNLESS any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- 44.2 IF the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- 44.3 THE procedures prescribed in this clause shall not prevent the landlord from taking proceedings for the recovery of any rent or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clauses 28 and 29 hereof.
- 44.4 In determining any dispute or difference the arbitrator or arbitrators and umpire will have regard to the statement of Philosophy Purpose and Goals of the Tenant and the statement of Principles of the Landlord attached and initialled by the parties.

Interpretation

45. IN this lease
- (a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
 - (b) "the property" and "the building" mean the land and building(s) of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
 - (c) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
 - (d) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
 - (e) Where the context requires or admits, words importing the singular shall import the plural and vice versa.

Handwritten signatures and initials, including 'JB' and 'DM', and a large flourish.

THIRD SCHEDULE

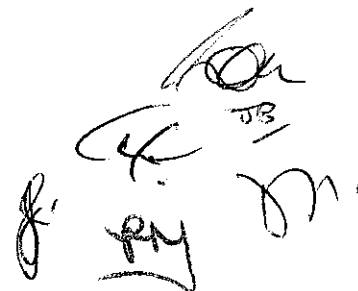
GUARANTEE

IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- (a) guarantees payment of the rent and the performance by the Tenant of the covenants in the lease, and
- (b) indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Landlord that:

1. NO release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
2. AS between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.
3. THE guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
4. AN assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.
5. SHOULD there be more than one Guarantor their liability under this guarantee shall be joint and several.



Between

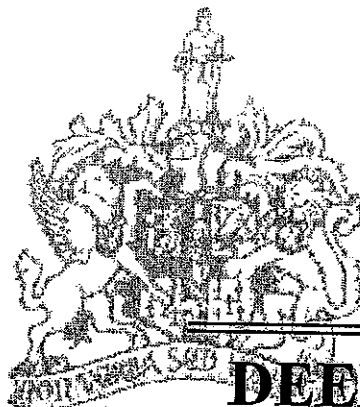
THE BOARD OF ADMINISTRATION OF THE
METHODIST CHURCH OF NEW ZEALAND
(included in the term the "Landlord")

Landlord

and

GLENFIELD COMMUNITY CENTRE
INCORPORATED (included in the term the
"Tenant")

Tenant



DEED OF LEASE

Landlord's solicitor:

[Handwritten signatures and initials]

GLENFIELD COMMUNITY CENTRE

PHILOSOPHY

The Centre's Philosophy is one of family support and enhancement of community life. Through a commitment and active involvement in working at the grass-root level alongside individuals and groups to help them find appropriate support and resources.

PURPOSE

The purpose of the Community Centre is to recognise and respond to the social, cultural, recreational and educational needs in the community and find ways to meet these needs, with specific recognition for those who have the least opportunity to participate in decision making in the community.

GOALS

- 1). To provide services to families in Glenfield and its wider community with particular attention being paid to the needs of women and children.
- 2). To be a source of information and referral for Glenfield people.
- 3). Respond where appropriate to expressed community needs.
- 4). Liaise with other organisations, institutes and individuals to raise community awareness on issues which affect the community.
- 5). Administer and maintain buildings, facilities and equipment for community needs.
- 6). Be a centre for community activity.
- 7). For the Centre Management to be accountable to the community.

Handwritten signatures and initials:
A large signature, possibly "John", is written above several initials including "JB", "RM", and "DM".

PRINCIPLES

The Parish has set down some principles to help determine how its property should be used. These principles grow out of the Parish's historic and continuing concern for the development of community.

- * We regard ourselves as trustees rather than owners, concerned more with being of service in the community rather than with a commercial enterprise.
- * We see our role as working with the community in the interests of the community - enabling, nurturing and reconciling.
- * We feel constrained by Christian conviction to use what resources we have - including property - for those in need, and especially for those in greatest need.
- * Similarly we feel constrained to share real decision - making opportunities with those in the community who are without power or authority.
- * The general terms and conditions should apply equally to all users of the site.
- * It is expected that all those involved on the total site will achieve a constructive working relationship with one another.

Handwritten signatures and initials:
J.B.
J.B.
J.B.