

INTRODUCTION

1. This agreement records arrangements between the Rose Centre Incorporated ("**Society**") and the North Shore Company Theatre and Dramatic Society Incorporated ("**Company Theatre**") regulating their relationship and future dealings in connection with the Rose Centre ("**Centre**"). That relationship stems from the Society's constitution, though this agreement is not part of the constitution. This agreement commences upon all parties signing this document.

2. COMPANY THEATRE A FOUNDING MEMBER

Company Theatre is a Founding Member of the Society under clause 7.7 of the Constitution. Company Theatre has special rights because it is one of the originating parties that founded the Rose Centre, contributed resources, mahi and mana to the establishment and subsequent development and operation of the Centre, including the creation of Company Theatre's Home Room located above the backstage Green Room ("**Home Room**"). Since 1991 Company Theatre has been the Resident Theatre Company ("**RTC**") with its base of operations in the Rose Centre.

ROLE AS THE RESIDENT THEATRE COMPANY

3. Company Theatre is the RTC of the Centre. This is an honorary status that recognises by virtue of its long connection and Kaupapa, Company Theatre's status as the permanent theatre company that has its home and base of operations at the Centre and that presents productions during specific seasons at the Centre. For so long as Company Theatre is willing and able to operate as a producer and presenter of the performing arts at the Centre and abides by the obligations set out in the Constitution and Schedule A and to fulfil the terms of this Agreement, it shall be recognised as the RTC.
4. As RTC, Company Theatre recognises that its arrangements with the Society are governed by the Society's Constitution and this Agreement. Through these it is entitled to special rights and is subject to the obligations of membership of the Society.
5. (1) From time to time the Centre will set venue hire terms and conditions, and policies and procedures of general application. Subject to clause 5(3), Company Theatre must abide by all such Terms and Conditions, policies and procedures ("**T&C/Policies**"), including but not limited to:
 - (a) The Venue Hirer and Patron Behaviour Policy; and
 - (b) The Health and Safety Policy.(2) The Centre may review and change the T&C/ Policies at any time and from time to time. Subject to clause 26, any such change will take effect from the date on which the Centre notifies Company Theatre of the change. Company Theatre consents to such future changes being notified via email and that clause 5(1) shall apply in respect of any notified change.

(3) Notwithstanding clauses 5(1) and 5(2), the parties acknowledge that changes to T&C/Policies will not be used as a substitute for the review and amendment of this agreement under clauses 34 to 37 and must not materially diminish the rights of Company Theatre under this agreement.

MAINTENANCE OF A WORKING COMMUNITY THEATRE

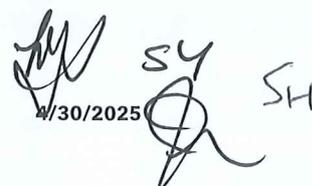
6. The parties acknowledge that the auditorium and related backstage areas of the Centre are fundamental to the operation of the creative and performing arts component of the Centre's

purpose as a community-based theatrical venue and to the Centre being an effective home and base of operations for Company Theatre. Because of that:

- (a) The Society will, to the extent reasonably commensurate with its financial resources and the needs of the Centre as a whole, maintain the auditorium, the backstage and reception areas of the Centre, and the theatre equipment available for use in the auditorium, to a standard that ensures, as much as practicable, that those parts of the Centre function as a quality community-based theatrical performance venue; and
- (b) Company Theatre will actively support the Society in any endeavours it undertakes to achieve that outcome. As examples only, Company Theatre will:
 - (i) Continue to promote the Centre to key stakeholders as a theatrical performance venue, by inviting stakeholders to gala performances of its productions;
 - (ii) If requested, consider participating in joint productions with the Centre;
 - (iii) If requested, participate in joint applications for funding;
 - (iv) Participate in projects agreed by it with the Centre's management as being practicable and desirable to enhance the maintenance and good repair of the auditorium, Green Room and areas used for storage under clauses 15 and 16;
 - (v) If requested, apply the expertise that is available to it from amongst its members to such endeavours; and
 - (vi) Provide advice and guidance to the Society's committee and the Centre's management on matters to do with the functioning of the Centre as a quality community-based theatrical performance venue.

COMPANY HOME ROOM AND CONTRIBUTION TO CENTRE COSTS

7. Subject to clauses 8 to 10 inclusive, Company Theatre shall have the exclusive use and occupation of the Home Room and shall be responsible, at its cost, for its routine maintenance and good repair and for the safety and insurance (if any) of all its assets held in the Home Room.
8. The parties recognise that the Home Room is Company Theatre's base of operations which is consistently in use for its productions, rehearsals, set building and other activities and where some of its assets are kept. The starting understanding between the parties is that no other user of the Centre has access to the Home Room.
9. Nevertheless, Company Theatre recognises that there may be rare occasions from time to time where it would assist the Centre's management if other users of the Centre could have limited or temporary access to the Home Room. Company Theatre will promptly consider any rare request from the Centre's management for such limited or temporary access to the Home Room by another user.
10. Company Theatre is not obliged to agree to access to the Home Room by another user but should advise the Centre's Management of its reasons for declining a request for access. If it is possible for a rare request for access to be accommodated without undue risk to, damage to, or intrusion upon, Company Theatre's activities, assets and interests (including security), Company Theatre should agree to access. Company Theatre may agree to access upon reasonable conditions that address issues of undue risk, damage, intrusion or cost.
11. For its use and enjoyment of the Home Room Company Theatre shall make a contribution ("**Contribution**") towards the costs of maintaining the Centre in good order, including insurance, maintenance, provision of utilities, agreed storage facilities and security.
12. The **Contribution** will be determined applying the underlying principles set out in Schedule A to the Society's constitution. At the commencement of this Agreement the contribution by Company Theatre is calculated on the basis of \$100+gst per month. On or about each anniversary of this Agreement, the parties will meet to consider whether any change to the Contribution is needed

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and if a greater future Contribution is sought will negotiate that the Contribution from time to time on an open book basis. That Contribution may be calculated by any method the parties agree as being appropriate. As examples only, the Contribution may be a negotiated fixed annual sum, a variable payment per production, a percentage of Company Theatre's annual revenues (noting that the current contribution is estimated to be approximately 2.5% of Company Theatre's annual gross revenues), or a combination of methods, but in no case will the Contribution be set at a level that unduly compromises Company Theatre's ability to sustain its activities from its production revenues.

13. If Company Theatre wishes to allow others to use the Home Room, such use and the user must first be agreed to in writing by the Centre's management.
14. Company Theatre must notify the Centre's management as soon as reasonably practicable of any non-routine maintenance or similar issues that must be addressed by the Centre's management in the Home Room. The Centre's management is permitted access to the Home Room for the purpose of inspecting the space periodically and attending to non-routine maintenance and similar issues as they arise. Company Theatre will typically receive reasonable notice; however, this is not a limitation if contact has not been established.
15. The Centre's management must notify Company Theatre as soon as reasonably practicable of anything that may affect Company Theatre's access to or use of the Home Room. The parties will work together to avoid any unreasonable or extended limitation on such access and use.

STORAGE IN THE GREEN ROOM AND UNDER AUDITORIUM RAKED SEATING

16. For storage, Company Theatre will have exclusive access to and use of the area of the Green Room shown in Map 1 that forms an appendix to this Agreement. When accessing its storage area in the Green Room, Company Theatre will respect the rights of other hirers using the Green Room and liaise with Centre management to avoid those hirer's rights being adversely affected. The parties acknowledge that this does not preclude Company Theatre liaising directly with other hirers to arrange minor, occasional and low-key access to the Green Room, for instance to retrieve equipment, tools or props.
17. For storage, the parties will have shared access to and use of the consented space under the auditorium raked seating. They acknowledge that they need to rationalise the use of that space, including by a considered and reasonable reduction or relocation of risers, equipment and costumes, and will complete that work within 6 months of the commencement of this agreement. The parties will cooperate to ensure that any physical building works required to meet fire regulations for the space are also completed within that time. The areas of storage under the auditorium will then be identified in a Map 1 that will be adopted as an appendix to this Agreement.
18. Storage areas shown on Map 1 and their use must comply with all relevant laws including those related to health and safety and allow reasonable access for inspection.
19. The Centre's management must notify Company Theatre as soon as reasonably practicable of anything that may affect Company Theatre's access to or use of the Green Room and backstage rehearsal space. The parties will work together to avoid any unreasonable or extended limitation of such access and use.

COMPANY THEATRE USE OF CENTRE FACILITIES WHILE NOT IN USE BY OTHERS

20. Company Theatre may have reasonable access to and use of the Auditorium and other facilities of the Centre at no charge if they are not otherwise in use. The dates and times of such access and use must first be agreed in writing by the Centre's management.

ARRANGEMENTS FOR COMPANY THEATRE PERFORMANCES & VENUE HIREAGE

21. For every year Company Theatre will have the right to book three periods of up to four weeks and 1 day (each a "Production Period") for their productions. The Production Periods are generally to

be in March to May, July to August, and October to November of each year, although other times may be sought by Company Theatre in consultation with the Centre's management. Unless otherwise agreed with the Centre's management, the end of the October /November Production Period must not be later than the end of the week in which the first day of December falls.

22. The parties acknowledge a general expectation that Company Theatre's production in each Production Period will be of approximately eleven performances not including any gala night.
23. Each Production Period will begin on the first Sunday of the intended Set 'pack-in' for the relevant production and conclude with the last Sunday of Set 'pack-out' for that production. If, six weeks prior to the first Sunday of Set 'pack in' for a Production Period, the auditorium is not booked on the Saturday before the Sunday 'pack-in', the Centre will extend the Production Period to include that Saturday on the terms already applicable to the Production Period.
24. Company Theatre and the Centre's management will consult in good time to settle the Production Periods for each year. Company Theatre will submit to the Centre's Management its preferred Production Period dates no later than the 31st of March in the year prior to the year in which the Production Periods fall or in a timeframe agreed in writing by both parties. The Centre's management will confirm within two weeks Company Theatre's preferred Production Period dates or arrange with Company Theatre alternative dates close to the preferred dates, if the preferred dates cannot be accommodated.
25. Once the Centre's management has determined that Company Theatre's preferred Production Period dates (or alternative dates) can be accommodated, it will issue Company Theatre within 14 days a pro forma invoice confirming dates, spaces hired, payment terms (full payment is due 2 weeks after the conclusion of the production to which a booking relates) and terms & conditions per production ("**Booking**"). Company Theatre has 14 days thereafter to accept the pro forma invoice. The Centre cannot guarantee dates after this timeframe. Subject to clause 27, once the invoice is accepted in writing by Company Theatre, a Booking is firm.
26. Subject to this Agreement, each Booking is subject to the Rose Centre Venue Annual Hire Terms and Conditions applicable at the date the Booking is confirmed and accepted.
27. The parties recognise that a Booking made with a long lead time might possibly be changed without necessarily adversely affecting Company Theatre's planning. Should the Centre's management wish to modify slightly a Booking that has been confirmed, it may raise that with Company Theatre, who must genuinely consider the request, but if the parties cannot agree to the modification, the Booking will stand.

PRICING

28. Company Theatre is entitled to preferential pricing in the form of a discount of not less than thirty-five percent (35%) from the lowest standard fee that would be charged to any other user of the Centre for a production or presentation. The parties acknowledge that this minimum discount is not intended to be calculated from special or one-off concessional rates the Centre may charge for promotional purposes or to support small community-based users of the auditorium.
29. At the commencement of this Agreement the discount to Company Theatre is 50%. That discount will apply until the parties negotiate it to a lower rate. That negotiation shall occur no earlier than the second anniversary of this agreement at which time the parties will confer and agree a rate or rates of discount to apply, subject to clauses 28 and 30, for any one or more future years. In no case will the negotiated discount be set at a level that unduly compromises Company Theatre's ability to sustain its activities from its production revenues.
30. Despite clause 29, Company Theatre may apply for a greater discount than would be provided for under that clause, if Company Theatre considers a production being undertaken by it warrants a greater level of support from the Society. The application must include details of the perceived production's contribution to strategic, community, cultural, or financial objectives the Society has for the Centre. The Centre's management must consider a request under this clause but is under no obligation to grant a greater discount than is available to Company Theatre under

clause 29.

TERM OF AGREEMENT

31. Subject to clause 32, this Agreement applies for 5 years from its commencement.
32. Unless Company Theatre gives three months' notice to the contrary, upon the fifth anniversary of this Agreement, it shall be renewed automatically for a further five years on no less advantageous terms as apply on that anniversary, save for clause 29.
33. The automatic renewal of this Agreement applies twice only, with the intention that this Agreement will terminate, if not renewed by negotiation, after fifteen years or when the Society no longer operates the Centre.

REVIEWS

34. Within six months of an automatic renewal of this Agreement either party may seek a review ("**renewal review**") of all or some of its terms if, on reasonable grounds, it considers that a review is necessary.
35. The parties will negotiate any renewal review in good faith having regard to the underlying principles in Schedule A of the Society's constitution.
36. Unless a modification is agreed as the result of a renewal review, the provisions of the Agreement at renewal stand.
37. Notwithstanding anything in this Agreement, if either party considers that a serious issue has arisen such that the terms of the Agreement are no longer compatible with Schedule A of the Constitution, that party may initiate a review of the Agreement. Clauses 35 and 36 apply to a review under clause 37 as if it is a renewal review.

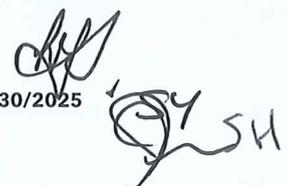
OTHER COMPANY THEATRE CONTRIBUTIONS TO THE CENTRE

38. Company Theatre will:
 - (a) Support joint business development efforts with the Centre by:
 - (i) Inviting mutual stakeholders to its production gala nights;
 - (ii) Liaising with the Centre to set aside for each production some complimentary tickets available for promotion, marketing and business hosting.

Such support shall not require Company Theatre to forego significant revenue. If complimentary tickets set aside for the Centre come to clash with a significant paid booking, they may be withdrawn and, if possible, reallocated by Company Theatre. Wherever practical, complimentary tickets should be used for promotional purposes that recognise the mutual interests of the Centre and Company Theatre. When such tickets are used by the Centre for business hosting, it will suitably acknowledge Company Theatre's contribution to its hosting.

- (b) Within three weeks of the end of each production provide to the Centre:
 - (i) Figures for the hire dates only of the following: cast, crew, patron attendance (split into paying and non-paying)
 - (ii) % of ticket sales by Auckland area code

The parties must abide by any applicable laws regarding the use and application of private information and they acknowledge that the information supplied should be anonymised.



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- (c) Include the Centre's logo on all Company Theatre advertising materials including digital and printed media. The use of the logo must comply with the Society's rules for the use of the logo.
- (d) Appropriately acknowledge the Centre's support for Company Theatre's activities in the published programmes for its productions and in such other ways as may be agreed from time to time with the Centre's management.
- (e) Promptly provide a copy of its annual financial accounts to the Centre's management after those have been completed, audited (if an audit is undertaken) and approved at Company Theatre's Annual General Meeting.
- (f) Provide an annual environmental statement of intent that supports the Centre complying with its environmental responsibilities to the Auckland City Council. The questions for this statement and delivery timeframe will be supplied annually by the Centre.
- (g) Each year support the Centre's community objectives by reflecting in or across one or more of its productions for that year, at least two of the following factors :

That the production:

- (i) is written by an emerging playwright;
- (ii) is written by a New Zealand-based playwright;
- (iii) is directed by an emerging director;
- (iv) exhibits, promotes or incorporates diversity and inclusion in play subject cast and/or crew ;
- (v) has a youth focus by seeking to engage younger people through the themes or story of the production, and/or as cast and/or crew;
- (vi) has a Māori and/or Pasifika focus by including, referring to or clearly reflecting themes or stories of relevance to Māori and/or Pasifika;
- (vii) involves the mentoring or training of Rangitahi (youth) in any of the talents, crafts and disciplines of theatrical performance and production.

For clarity, the forgoing factors may be reflected in combination in a single production or separately in two or more productions. The parties acknowledge that this provision is not intended to dictate Company Theatre's choice of productions and is applicable to productions from 2026 onwards. Neither is the provision intended to require Company Theatre to undertake productions that it considers would either have a limited audience appeal or would otherwise pose greater than usual financial risk for Company Theatre. The parties acknowledge that the risk of having to undertake such productions to meet the requirements of this subclause will be rare and does not obviate Company Theatre's commitment to support the Centre as described. If Company Theatre considers that a production will involve a materially increased financial risk because of the need to meet any one or more of the factors listed in this subclause, a special discount under clause 30 could be relevant but the terms of that clause apply to any application by Company Theatre for a special discount.

- (h) Within two months of the end of each calendar year, provide the Centre a brief report as to the clause 38(g) factors reflected in productions undertaken in that year, the productions concerned, and such other related information as the Centre reasonably requests.

CENTRE ACKNOWLEDGEMENT OF COMPANY THEATRE

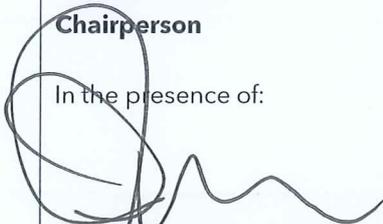
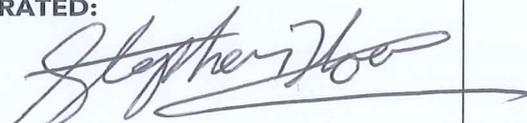
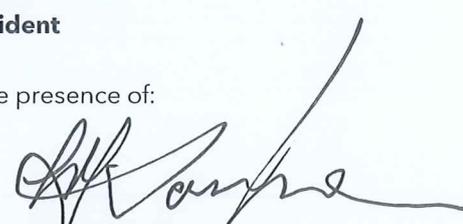
39. When relevant the Society and the Centre's management will acknowledge the role and significance of Company Theatre as RTC in reports they make to funding, governance, regulatory

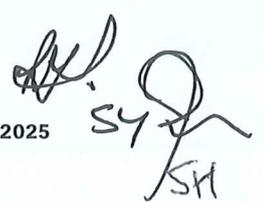
and other stakeholders. The Society and the Centre's management may liaise with Company Theatre before providing any report to stakeholders by the Society or the Centre's management that refers to Company Theatre or information provided by Company Theatre under clause 38, however, they are under no obligation to do so, unless Company Theatre will be publicly identified by the information provided.

MUTUAL INTEREST IN COMPLIANCE AND RESPONSIBILITY

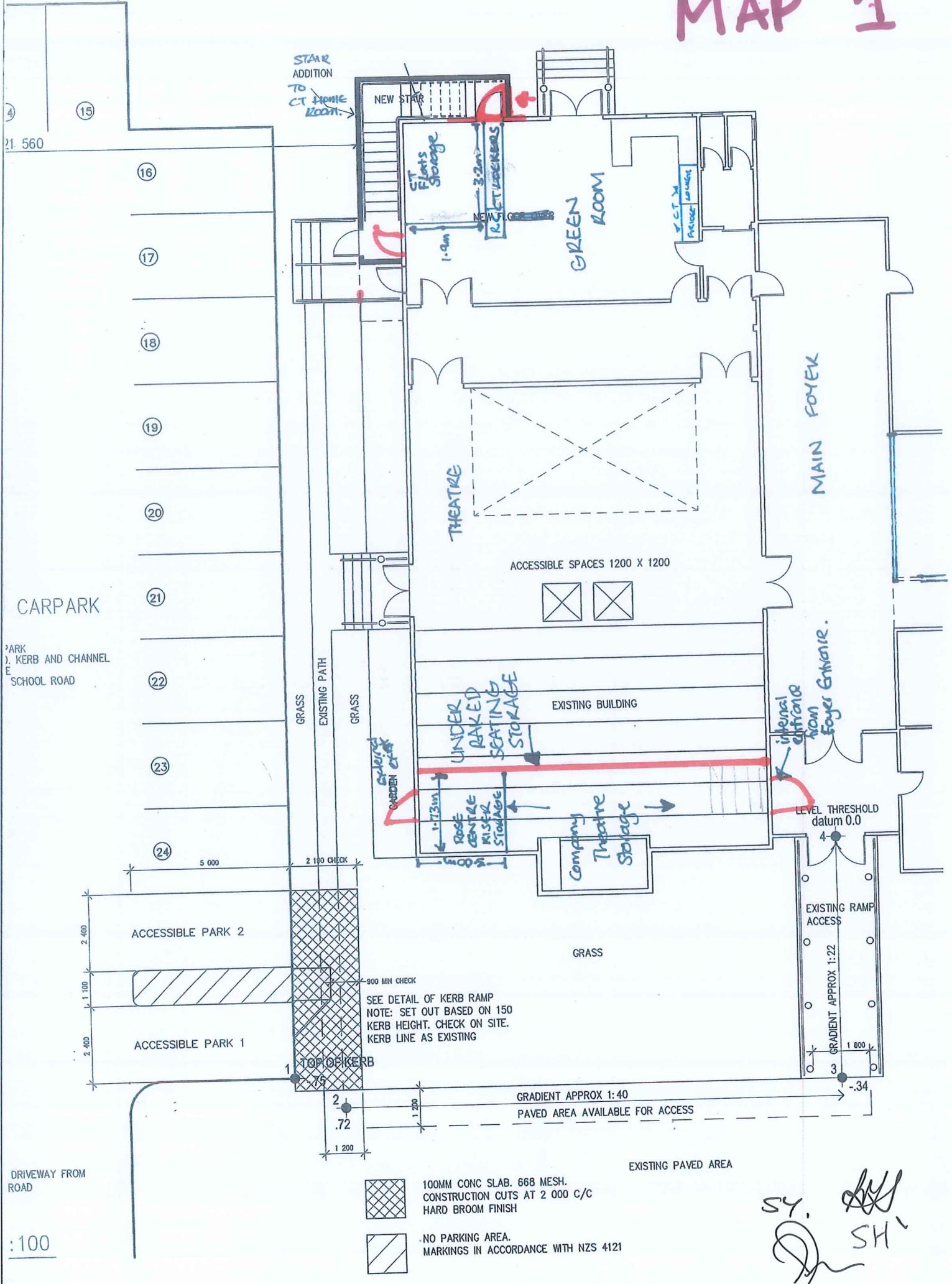
40. The parties acknowledge their mutual interest in each being fully legally compliant and fiscally responsible. If either becomes aware that it has breached any laws, or that it is in an unstable financial position, it must notify the other as soon as possible so that the parties may confer and consider the implications to them or either of them.

This Agreement has been signed this 30th day of April 2025 on behalf of each party by its duly authorised signatory:

<p>For THE ROSE CENTRE INCORPORATED:</p>  <p>Siobhan Yurak Chairperson</p> <p>In the presence of:</p>  <p>Anni Dowden-Jones Witness</p>	<p>For THE NORTH SHORE COMPANY THEATRE AND DRAMATIC SOCIETY INCORPORATED:</p>  <p>Stephen Hood President</p> <p>In the presence of:</p>  <p>Levonne Samspon Witness</p>
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MAP 1



-  100MM CONC SLAB. 668 MESH. CONSTRUCTION CUTS AT 2 000 C/C HARD BROOM FINISH
-  NO PARKING AREA. MARKINGS IN ACCORDANCE WITH NZS 4121

SY. *[Signature]*
SH. *[Signature]*