

AGREEMENT MADE this 14th day of February 2022

BETWEEN Build Rich Limited of Auckland, New Zealand ("BRL")
AND Coast Christian City Church Trust of Auckland, New Zealand ("CCCCT")

1. BACKGROUND

- A. BRL owns the property at 1 Silverwater Drive Silverdale, Auckland contained in the Record of Title 925507 in the North Auckland Registry being 10.29 hectares more or less ("the BRL Land").
- B. CCCCT owns the property at 39 Small Road, Silverdale, Auckland contained in the Record of Title 962822 in the North Auckland Registry being 2.2832 hectares (more or less) ("the CCCCT Land").
- C. BRL and CCCCT agree for BRL to build a road over the BRL Land and the CCCCT Land.

THE PARTIES AGREE:

2. ROAD WORKS AND ACCESS

2.1 BRL and CCCCT agree for BRL to:

- a. obtain all necessary Auckland Council ("the Council") consents for the construction of a road ("the Road");
- b. construct the Road, which Road shall later be vested to the Council; and
- c. attend to all associated works over the BRL Land and the CCCCT Land necessary for the Road, in each case as per the attached drawings on "Schedule A" ("the Works").

2.2 CCCCT shall provide BRL, BRL's contractors, employees, representatives, and/or authorised agents access to the CCCCT Land as necessary to enable the Works on any day other than a Sunday.

2.3 BRL shall ensure the Works are carried out strictly in accordance with the required Council consents, to a standard acceptable to the Council, without damage to the balance of the CCCCT Land and improvements and in a manner that as far as practical minimises inconvenience or disruption to CCCCT.

2.4 CCCCT shall not be required to contribute to the costs of the Works, the cost of obtaining required consents for the Works or any costs related to vesting of the Road in the Council. In consideration of the Works and related matters being fully paid by BRL, CCCCT shall:

- a. Hereby provide all necessary consents and approvals to Council (or otherwise) to enable the Works;
- b. Not object to any consents or approvals required by Council (or otherwise) to enable the Works; and
- c. Provide all necessary agreements and consent to vest the Road to Council.

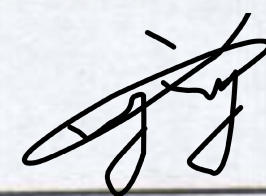
3. TRANSFER OF LANDS

3.1 The Parties acknowledge and agree the rights and obligations of each party under this Agreement shall run with their respective land. Each party must assign its rights and obligations under the Agreement when transferring any part of its interest in any part of its property to a successor in title prior to vesting of the Road in the Council by obtaining a deed of novation from its successor, so that the successor in title is bound by the terms of this Agreement.

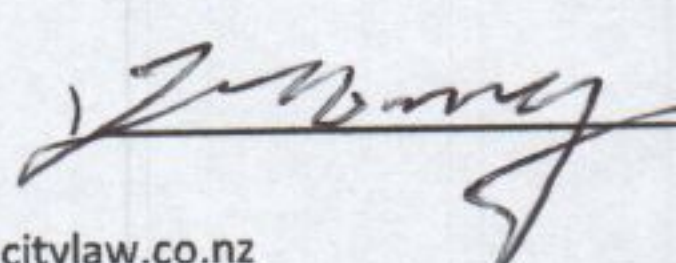
4. COSTS

4.1 BRL and CCCCT shall bear its own legal costs of and incidental to this agreement.

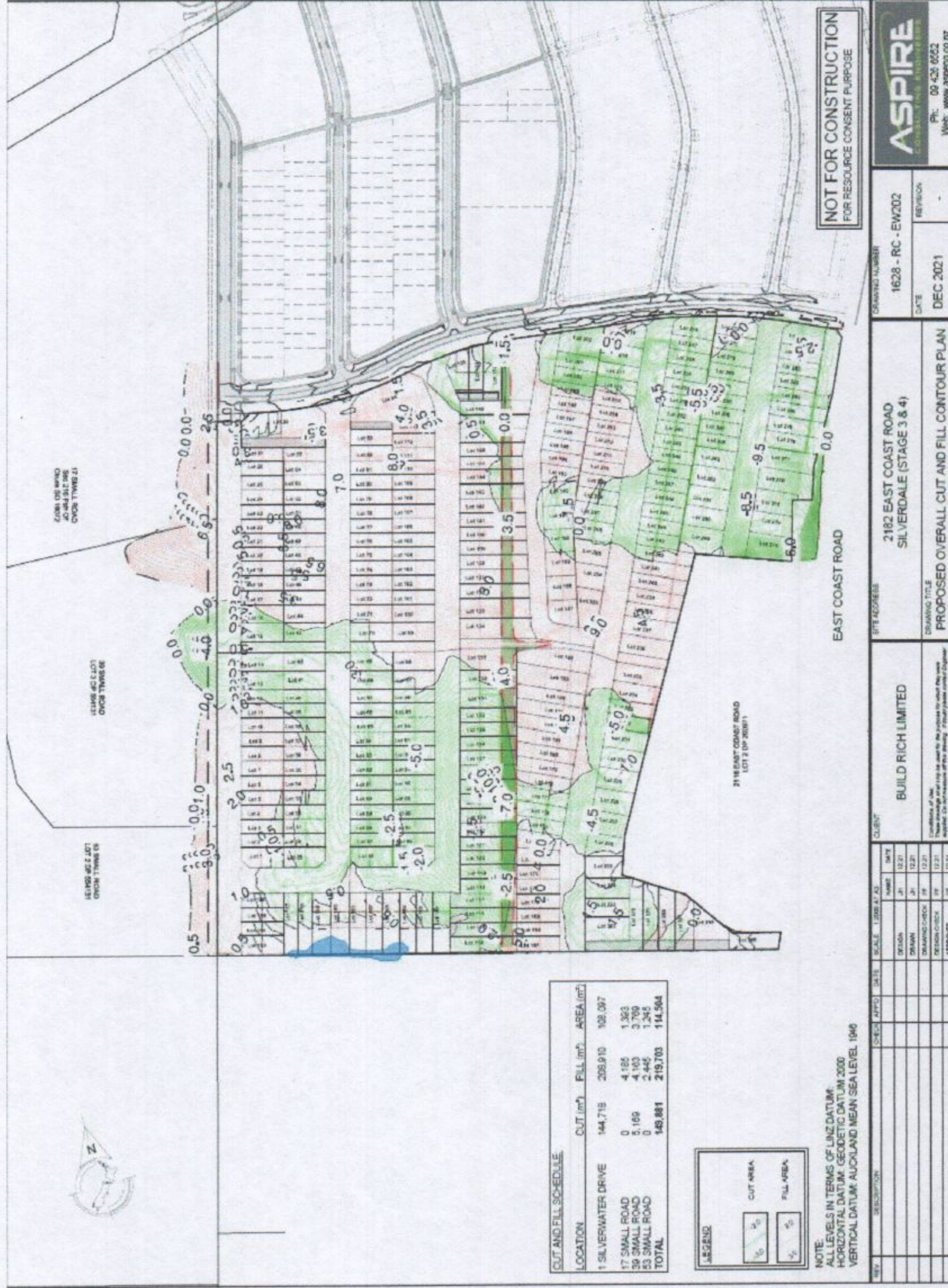
SIGNED by BUILD RICH LIMITED
by the director(s)


16/2/2022

SIGNED by COAST CHRISTIAN CITY CHURCH TRUST
by the duly authorised representative


16/2/2022

Schedule A

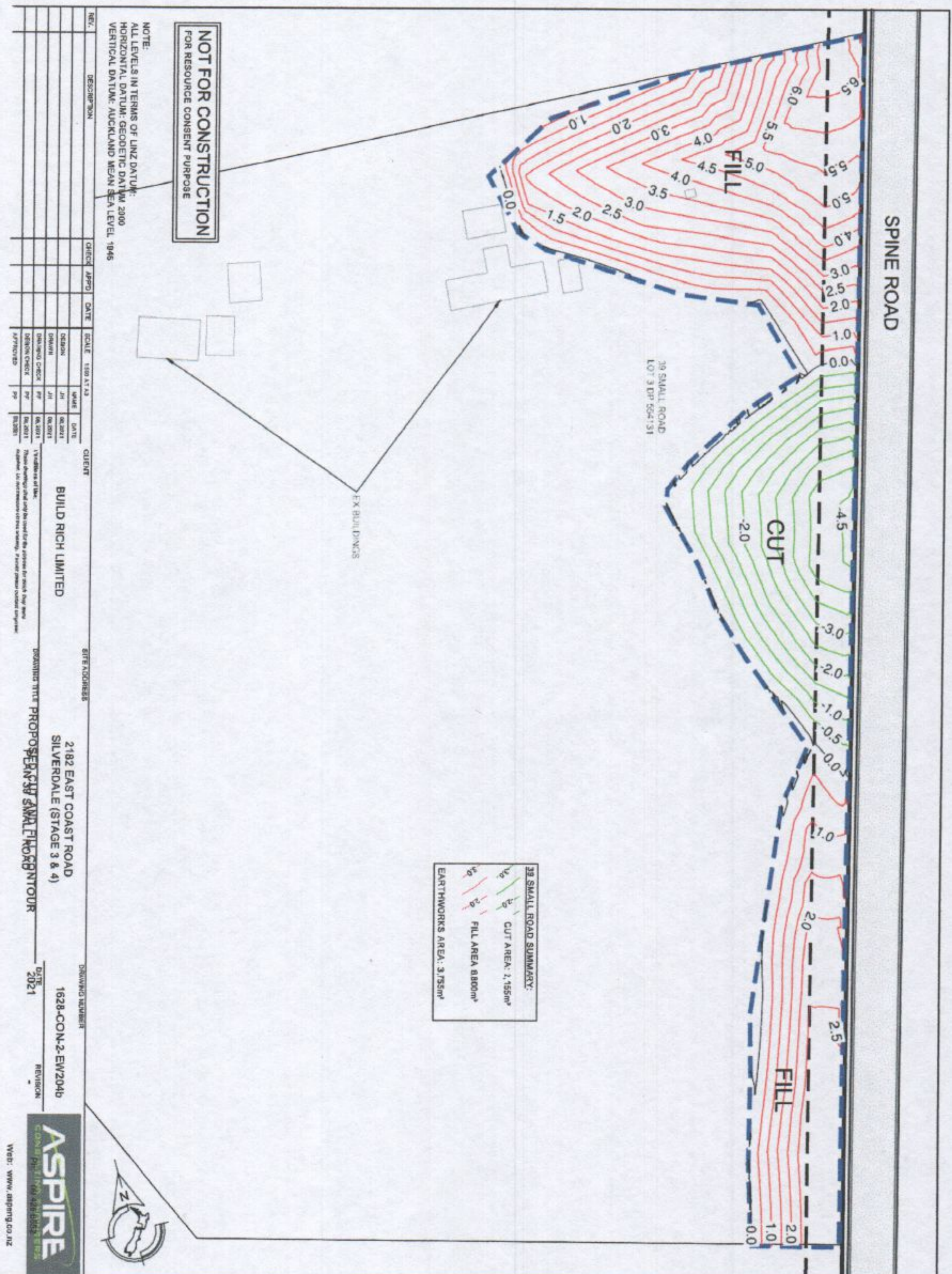


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Schedule A



14/2/2022

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