

FIRST SCHEDULE

LAND: That part of 6 Ratanui Street, Henderson being part Section 2 on Survey Office Plan 65185 and being more particularly shown outlined in yellow on the attached plan.

TERM: Sixteen years eight months and 25 days

COMMENCEMENT

DATE: 1 March 2006

EXPIRY DATE: 25 November 2022

ANNUAL RENT: \$1 plus GST.

RENT PAYMENT DATE : Payable on the first day of March in each year for the term of this lease if demanded.

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SECOND SCHEDULE

1. RENT

The Tenant will pay the annual rent specified in the First Schedule in advance on the rent payment date if demanded.

2. PAYMENT OF OUTGOINGS

The Tenant will pay the following charges:

- i Water, gas, electricity, telephone and other utilities or services
- ii Rubbish collection charges
- iii Rates or levies payable to any local or territorial authority

3. GST

The Tenant will pay to the Landlord GST on all payments payable to the Landlord.

4. USE AND MAINTENANCE OF THE LAND

4.1 The land leased will be used solely for the purposes of locating two food and beverage kiosks. The Tenant agrees not to permit the sale or use of any products or services from the kiosks which are provided by any telecommunications provider which is in competition with the Landlord.

4.2 The Tenant will as soon as practicable commence to locate two kiosks on the land. The kiosks will be in the style and the form shown on the plan attached to this lease and the Landlord acknowledges that it has seen and approved this design.

4.3 The construction of the kiosks shown on the attached plan will be carried out in a good and workmanlike manner and in accordance with all relevant statutes, ordinances, regulations and by-laws.

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- 4.4 In the installation of the kiosks the Tenant will make all efforts to do this work as expeditiously as possible and to minimise the inconvenience caused to the Landlord and the users of Ratanui Street.
- 4.5 The Landlord acknowledges that the kiosks on the land will include space for advertising but the Tenant agrees not to permit any advertising on the kiosks which advertises a service or product which is in competition with a service or product provided by the Landlord.
- 4.6 The Tenant will at its own cost install any required services to the kiosks. If the installation of such services requires the Tenant to access the rest of the Landlord's land, the Tenant will request such access from the Landlord in writing, setting out the time, duration and nature of access required. The Landlord will not unreasonably withhold consent for the Tenant to access for the purpose of installing any required services. The Landlord will be entitled to impose reasonable conditions upon the Tenant's access to the rest of the Landlord's land.
- 4.7 The Tenant will maintain the interior and the exterior of the kiosks erected on the land and all services connected thereto in good order and repair and in a neat and tidy condition fair wear and tear and damage by fire and inevitable accident excepted.
- 4.8 The Tenant will ensure that any graffiti is promptly removed from the kiosks.
- 4.9 The Landlord acknowledges that it is aware that as part of its contract to supply the kiosks to the Tenant, Adshel New Zealand Limited has also agreed to maintain the kiosks and remove graffiti on a weekly basis.
- 4.10 The Tenant will ensure that the land and the area immediately adjacent to the land are kept in a neat and tidy condition and that all rubbish is kept in containers in a tidy condition and that this rubbish is regularly removed from the leased area.

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4.11 The Tenant will be entitled to sublet or licence the kiosks on the land to suitable Tenants for the purpose of supplying food and beverages to the users of Ratanui Street and such a licence or lease will not be a breach of clause 8 of this lease.

5. TENANTS INDEMNITY

The Tenant will not by any act or omission with respect to the property cause any damage or loss to the Landlord and will indemnify the Landlord for any loss so caused.

6. COMPLIANCE WITH STATUTES

The Tenant will comply and will ensure that all users of the property comply with all statutes, ordinances, regulations and by-laws relating to its use of the property.

7. STRUCTURAL ALTERATIONS

The Tenant will not make any alterations or additions to the kiosks once installed without first obtaining the Landlord's consent in writing.

8. ASSIGNMENT OR SUBLETTING

The Tenant will not without the prior written consent of the Landlord assign transfer sublet part with possession mortgage or charge the property however the Landlord acknowledges that it is aware that the Tenant intends to sublet or licence the kiosks on the land to operators to provide food and/or beverages to the users of Ratanui Street and such a lease or licence to a suitable subTenant will not be a breach of this clause.

9. RE-ENTRY AND TERMINATION

The Landlord may re-enter the property and terminate this lease at any time after the occurrence of any one of the following:

- i The rent is in arrears for thirty days

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- ii The Tenant is in breach of any of its obligations under this lease for thirty days after the Landlord has served written notice on the Tenant to remedy such breach.

10. RIGHT OF INSPECTION AND REPAIR

The Landlord will be entitled at all reasonable times and upon reasonable notice to enter upon the land to view its condition.

11. SERVICE OF NOTICES

Any notice served under this Lease may be served in accordance with Section 152 of the Property Law Act 1952.

12. RESOLUTION OF DISPUTES

12.1 Notice of Dispute

In the event of a dispute between the parties, any party may provide to the others written notice adequately identifying the subject matter of the dispute or difference. The giving of this notice will be a condition precedent to the commencement by any party of litigation in respect of any dispute or difference. This clause does not however limit the right of any party to seek urgent interlocutory relief by way of Court proceedings.

12.2 Good faith negotiation

The parties will use their best endeavours to resolve all disputes by good faith negotiation. Any dispute may be referred to the personal negotiation of the senior management of the Landlord and not less than two or more than four trustees nominated by the Tenant.

12.3 Mediation

If the matter cannot be resolved by negotiation, the matter will be referred to mediation by a mediator agreed between the parties and

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failing agreement by a mediator appointed by a President for the time being of the Auckland District Law Society or the President's nominee.

12.4 Arbitration

If mediation is unsuccessful, any party may refer the matter to the arbitration of a sole arbitrator appointed by a President for the time being of the Auckland District Law Society or the President's nominee. The decision of the arbitrator will be final and binding.

13. REMOVAL OF KIOSKS

The Tenant will be entitled to remove the kiosks from the property on the expiration or the termination of this lease or upon giving the Landlord 3 months notice in writing at any time and upon the removal of the kiosks the Tenant will seal off all services and make good the site.

14. REGISTRATION

The Landlord will not be required to register this Lease under the Land Transfer Act 1952 and the Tenant will not register a caveat in respect of its interest.

15. PUBLIC LIABILITY INSURANCE

The Tenant will at its own expense take out and keep current Public Liability Insurance relating to its activities on the property for an amount of not less than \$1,000,000.00.

16. RIGHTS RESERVED TO LANDLORD

16.1 Notwithstanding any other provision contained in this lease, the Landlord will be entitled at any time to:

- (a) grant any easement or other right or interest in land over the leased land;

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- (b) extend, add to, alter, replace or improve the Landlord's telecommunications network located on or under the land;
- (c) provide public or private access to and egress from the Landlord's property over part of the land;
- (d) provide extended, additional, improved or enhanced building services to the Landlord's property (including the premises).

16.2 In exercising its rights under clause 16.1, the Landlord shall:

- (a) cause as little interruption as possible to the Tenant's business being conducted from the land; and
- (b) not create any right or interest which substantially derogates from the rights and interests granted to the Tenant under this lease.

16.3 The Tenant acknowledges and agrees that the Landlord will have the right to carry on its business of a Network Operator (as that term is defined in the Telecommunications Act 2001) on the Landlord's property by operating a telecommunications network site using any equipment and buildings already installed and erected on that property or which the Landlord may hereafter install or erect on that property. In the course of the carrying on of such business and operating its equipment on that property the Landlord will be entitled to discharge and emit from the property over and upon the premises such electromagnetic radiation and noise as will customarily be discharged by the operation of such equipment without hindrance or objection by the Tenant provided that the level of the radiofrequency fields formed by such radiation will not exceed the level prescribed in the New Zealand Standard for Radiofrequency Fields NZS2722 (1999) or any other Standard established from time to time in substitution therefore. In recognition of these objects the Tenant agrees with the Landlord that the Tenant will not object to any application which the Landlord may make under any Act (including the Resource Management Act 1991 or any substituted enactment), Regulation or bylaw with respect to any proposed use or development of the Landlord's property so long as such use or development is for the purposes of telecommunication or any use related to or touching upon its use for telecommunication.

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17. HEALTH AND SAFETY IN EMPLOYMENT ACT

17.1 The Tenant acknowledges that it is aware of its obligations and duties under the Health and Safety in Employment Act 1992 and that:

- (a) The Tenant has written rules and procedures relating to health and safety which the Tenant will follow to ensure the safety of its employees and persons using the land;
- (b) The Tenant will identify possible hazards for its employees, subtenants or other persons in the vicinity of the land;
- (c) The Tenant will take all practicable steps to eliminate, isolate or minimise the hazards and ensure that people working in the vicinity of the land are not harmed by the hazards;
- (d) The Tenant or sub Tenant will maintain a register of accidents and conform with any code of practice and regulations promulgated in respect of the particular work being done.

18. EARLY TERMINATION FOR SALE OF LAND

18.1 If the Landlord proposes to sell the land or any part of the land, notwithstanding the term hereby created in the provisions of this Lease, the Landlord will have the right at any time during the term of this Lease to terminate the term of this Lease (including any right of renewal contained in this Lease) by giving to the Tenant at least three (3) months' notice in writing to that effect. Upon expiration of that notice the term of this Lease (including any right of renewal contained in this Lease) will be determined but without releasing the Tenant from any liability for all rent, outgoings and other monies payable under this Lease (and any obligations to be performed by the Tenant under this Lease) up to and including the date of such termination. For the avoidance of doubt, it is hereby acknowledged that the Tenant will not be entitled to any form or amount of compensation, damages, costs or expenses whatsoever on account thereof or on account of any inconvenience or loss whatsoever occasioned to the Tenant by the exercise by the Landlord to its rights under this clause.

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19. EARLY TERMINATION

19.1 If any expansion or alteration in the Landlord's operational requirements for its telecommunication services renders it desirable for the Landlord to use all or any part of the land for its own business or that of a related company then, notwithstanding the term hereby created in the provisions of this Lease, the Landlord will have the right at any time during the term of this Lease to terminate the term of this Lease (including any right of renewal contained in this Lease) by giving to the Tenant at least three (3) month's notice in writing to that effect. Upon expiration of that notice the term of this Lease (including any right of renewal contained in this Lease) will be determined but without releasing the Tenant from any liability for all rent, outgoings and other monies payable under this Lease (and any obligations to be performed by the Tenant under this Lease) up to and including the date of such termination. For the avoidance of doubt, it is hereby acknowledged that the Tenant will not be entitled to any form or amount of compensation, damages, costs or expenses whatsoever on account thereof or on account of any inconvenience or loss whatsoever occasioned to the Tenant by the exercise by the Landlord to its rights under this clause.

20. TELECOMMUNICATIONS ACT 2001

Nothing shall be construed in this lease to limit, remove, alter or restrict any rights, powers, remedies or actions which the Landlord may have under the Telecommunications Act 2001 or any statutory amendment or re-enactment thereof.

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

MAYOR/DEPUTY MAYOR

CHIEF EXECUTIVE

SIGNED by the Landlord

Signature of Landlord

Print Full Name and specify role

Signature of Landlord

Print Full Name and specify role

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TELECOM SITE

existing Oak tree to be retained and protected during Works

new 450mm high retaining wall. Refer D2.05

retain servicing access to building existing gates and points to be repainted to specification.

Capped services to be supplied to kiosk site to include:
 Duct and cable for 3 phase power from new separate power meter box.
 25mm water supply including separate water meter box.
 Secondary Sewer Connection.
 Phone Connection.
 Admitt kiosk to be installed by others

new 450mm high retaining wall. Refer D2.05

refurbished lawn area

KIOSKS

block bollards aligned with sawcuts typ 400mm setback from dish channel

type 1 seating element

path section to be retained to allow pedestrian access from parking area

new 3.0-3.3m Pb150 panifer to match existing

new lawn area replaces existing concrete path

telecom subway not to be planted over under any circumstances

new street tree in lawn

vehicle drop kerb (vdw) thickened concrete across full width of footpath. Refer D1.12

10m oclyfe with 3m bracket outreach. Sylvania B3000 lantern

RATANUI

Revision No: 002 Checked: NL

Amendments: Client Review Changes
 Final Tender Revisions

isthmus
GROUP

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Client:



Consultants:

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Date: 09.11.05
 Scale: 1:200 @ A3
 Job No: A1984

Job Name:

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Waitakere City Council

Financial Summary

October 2005

33.33% of Financial Year

	Actual Cost To Date	%age Spent	Budget Provision
<u>Operating Costs</u>			
Executive Suite	581,291	24.92%	2,332,272
Public Affairs	915,643	23.32%	3,926,499
Finance	513,350	32.26%	1,591,328
Corporate & Civic Services	6,114,482	30.95%	19,753,543
Strategy and Development	2,593,700	26.01%	9,972,003
City Services			
Asset Management	16,555,031	34.10%	48,554,431
Regulatory Services	335,637	6.90%	4,865,953
Planning and Community	1,821,959	24.92%	7,312,518
Project Services	839,295	32.44%	2,587,227
Service Management	1,902,755	32.09%	5,929,382
<i>Total City Services</i>	<i>21,454,677</i>	<i>30.98%</i>	<i>69,249,511</i>
Other Expenses	3,235,635	33.27%	9,726,264
Total Operating Costs	35,408,778	30.38%	116,551,420
<u>Capital Expenditure</u>			
Executive Suite	0	0.00%	10,000
Public Affairs	20,855	3.34%	625,045
Corporate & Civic Services	1,241,707	9.08%	13,669,800
Strategic Projects	6,030,587	11.36%	53,103,329
City Services			
Asset Management	6,463,304	9.28%	69,635,277
Regulatory Services	14,672	1.37%	1,071,000
Planning and Community	596,697	13.40%	4,453,684
Project Services	8,627,113	23.89%	36,110,171
<i>Total City Services</i>	<i>15,701,786</i>	<i>14.11%</i>	<i>111,270,132</i>
Total Capital Expenditure	22,994,935	12.87%	178,678,306
Total Council Costs	58,403,713	19.78%	295,229,726

**WAIKERE CITY COUNCIL ESTIMATED DEBT PORTFOLIO AT
31 October 2005**

	TERM DEBT (to fund long term assets) (\$'000's)	
<i>Budget year end term debt position per 2004/2005 Annual Plan</i>	Approved Annual Plan term debt	296,681
	Further term debt approved by Council during 2005/2006	-
	Budget 2005/2006 year end gross term debt	296,681
	Less funds introduced from Development Contributions	12,974
	Less Current and future funding for strategic land acquisitions	50,600
	Forecast year end Sinking Fund Commissioner funds	2,905
	Anticipated 2005/2006 Year End Net Term Debt	230,202

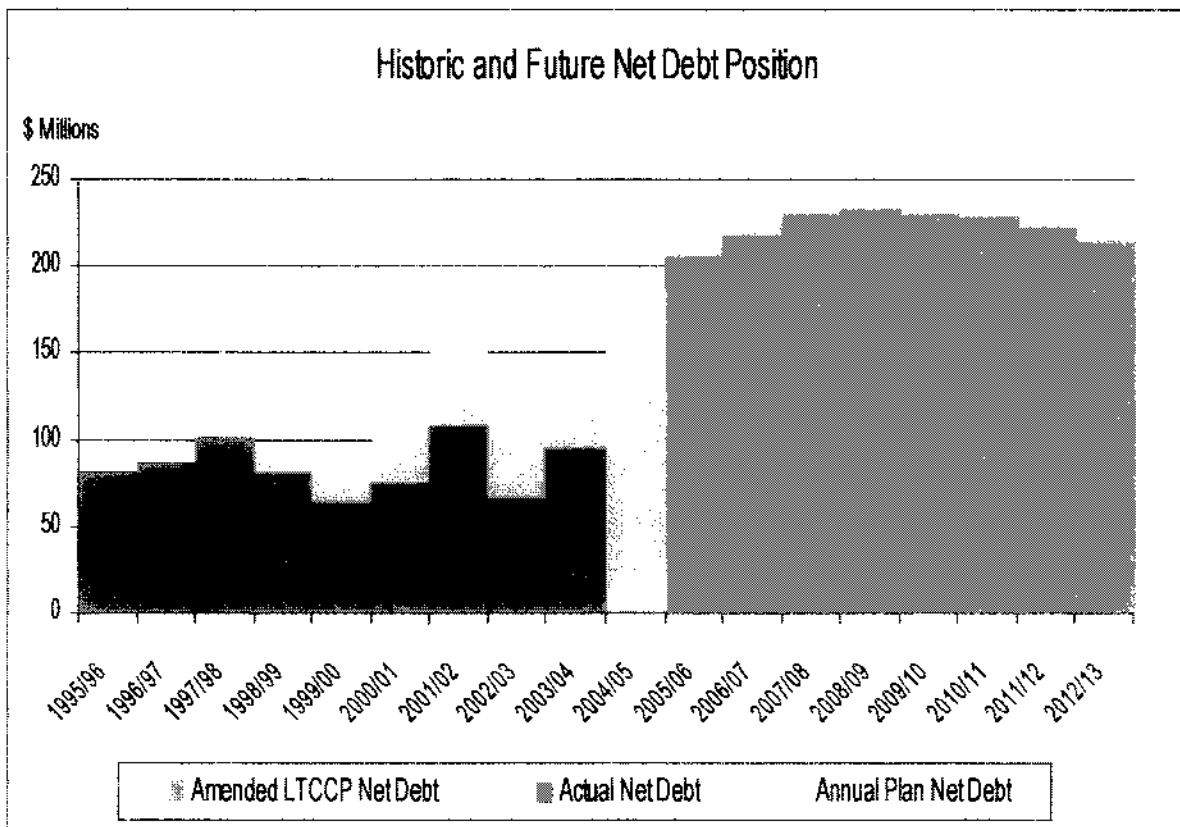
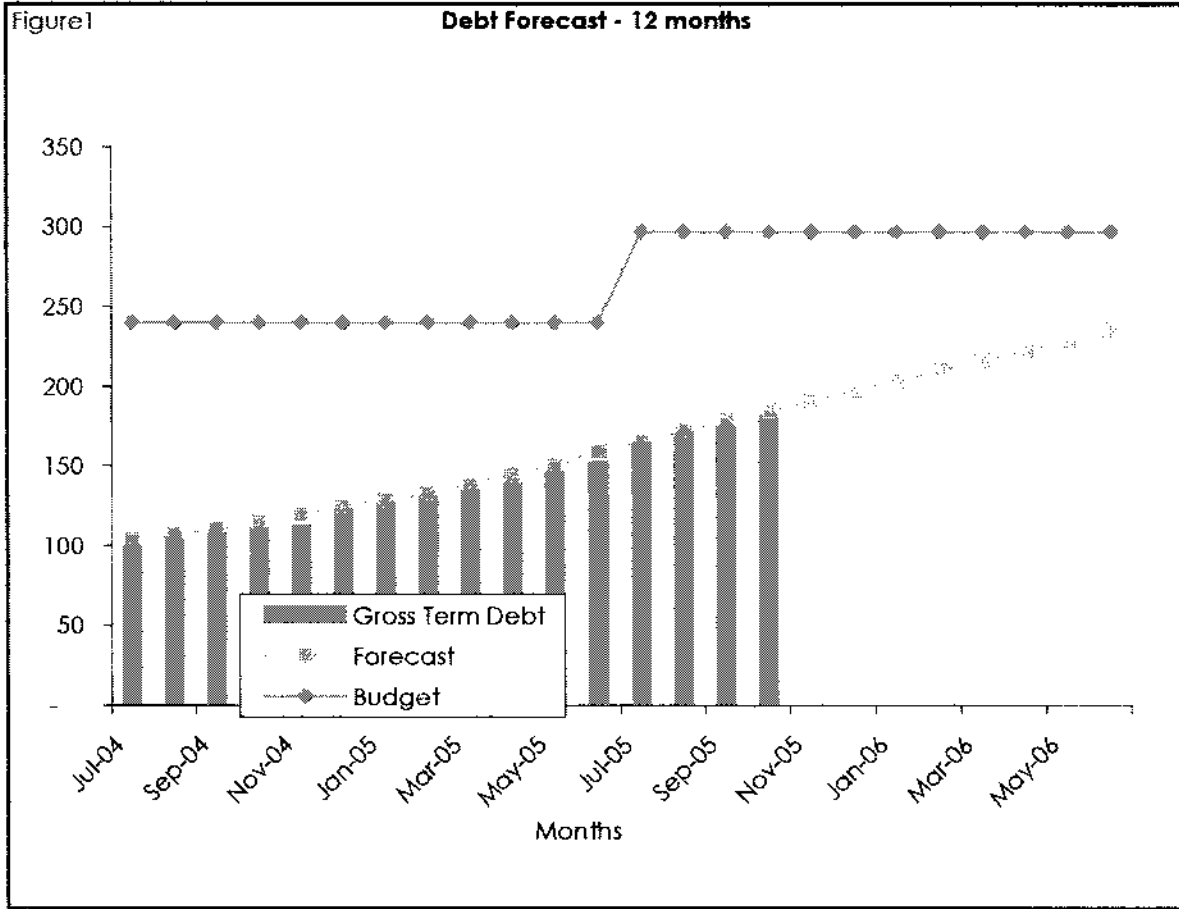
	TERM DEBT PORTFOLIO		
	October 05 Estimated (\$'000's)	September 05 Estimated (\$'000's)	
<i>Term debt position at 31 October 2005</i>	Term debt borrowed externally	182,203	174,954
	Special funds (used to reduce Council's external borrowing)	-	-
	Gross term debt	182,203	174,954
	Total Sinking Fund Commissioner assets	2,806	2,789
	Net term debt	179,397	172,165

<i>Term debt - source of funds at 31 October 2005</i>	Debenture stock - fixed rate (security: Debenture Trust Deed)	81,001	71,001
	Debenture stock - floating rate (security: Debenture Trust Deed)	92,025	92,025
	Secured bank loans (security: Debenture Trust Deed)	15,000	15,000
	Unsecured bank loans / (investments)	(5,823)	(3,200)
	Finance Leases (security: associated asset)	0	128
	External borrowing	182,203	174,954
	Special funds (used to reduce Council's external borrowing)	0	0
	Gross term debt requirement	182,203	174,954

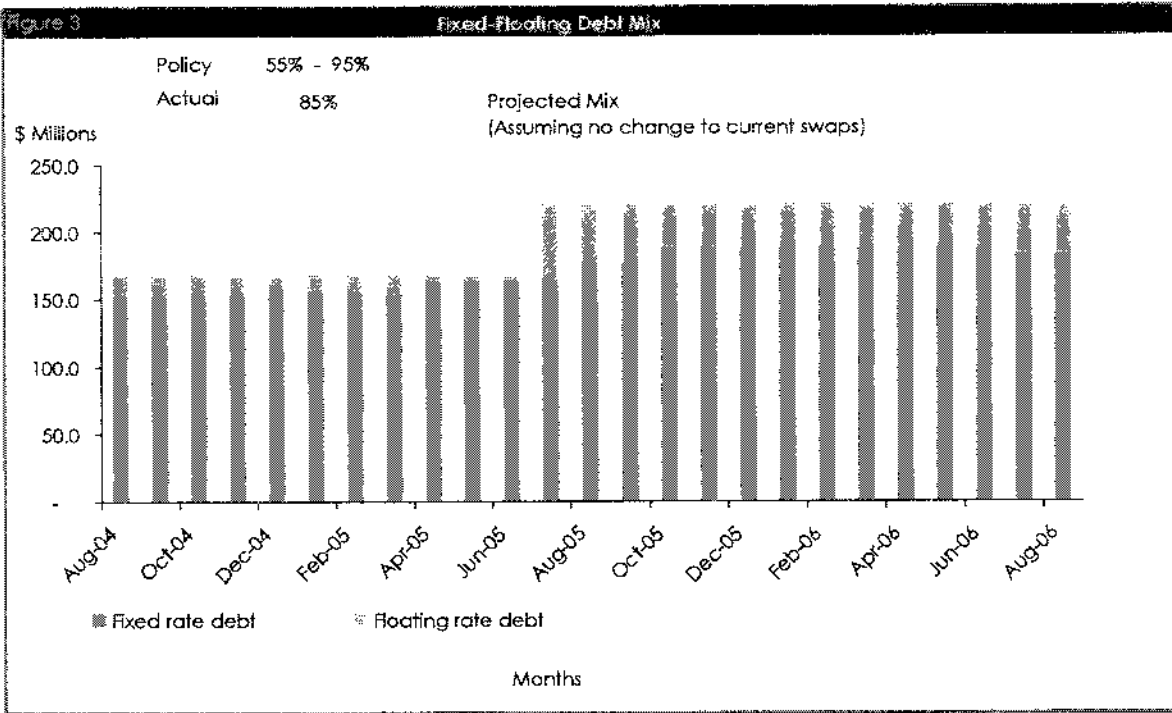
	WORKING CAPITAL		
	(\$'000's)	(\$'000's)	
<i>Working capital borrowing at 31 October 2005</i>	Unsecured bank loans / (investments)	15,623	-
	Special funds (used to reduce Council's external borrowing)	13,084	13,275
	Council working capital borrowing requirement	28,707	13,275

	CASH INVESTMENTS		
	(\$'000's)	(\$'000's)	
<i>Cash investments held 31 October 2005</i>	Other Cash Investments	-	-
	Total cash investments	-	-

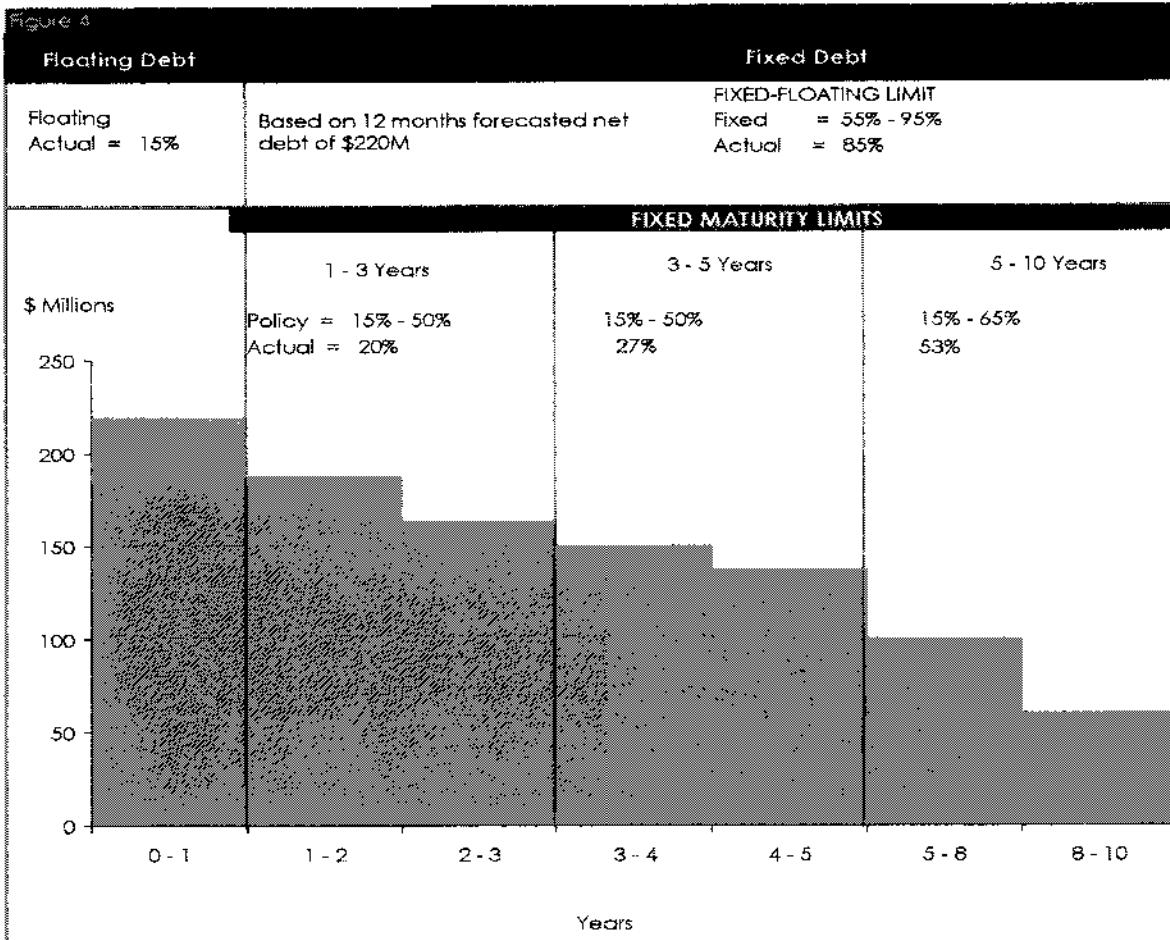
Debt Forecast

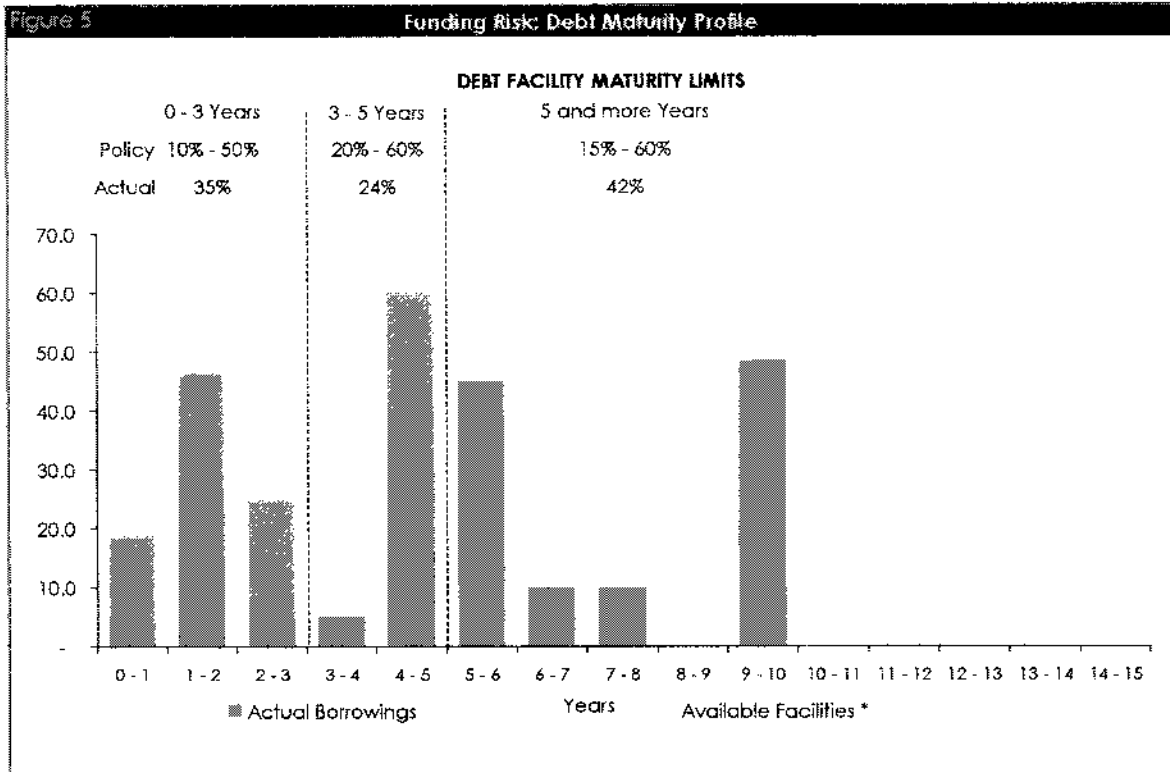


Fixed-Floating Debt Mix



Net Interest Rate Repricing Risk Profile





(1) Council is in the unique position of having \$85 million committed funding facilities. The nature of these facilities may, depending on the utilisation, result in a breach of the funding maturity limits. As this facility is very much in Council's favour this is an acceptable breach of policy.

Summary of Debt Sources

Figure 6 \$ Millions

Council Approved Debt Sources	Total		
	Committed Funding Sources	Usage	Available
Bank Loans			
Short Term (uncommitted)	\$0.0	-\$5.8	\$5.8
Long Term (committed)	\$100.0	\$15.0	\$90.8
Commercial Paper			
Bank Overdraft	\$1.0	\$0.0	\$1.0
Senior Bonds			
Retail	\$8.5	\$8.5	\$0.0
Wholesale	\$164.5	\$164.5	\$0.0
Other	\$0.0	\$0.0	\$0.0
TOTAL	\$274.0	\$182.2	\$97.6

The Liability Management and Investment Policy gives guideline parameters for the mix of fixed/floating interest rate management and maturity profiling. From time to time the actual position may marginally be outside the recommended guideline as a result of volatility of market interest rates or the Councils actual cash position.

Notes:

Working capital borrowing is necessary due to fluctuations in the timing of operating revenue and expenditure. The working capital borrowing requirement also includes internal deficits relating to prior years. External working capital borrowing is reduced by the use of internal special funds with any surplus requirement funded by way of unsecured bank loans.

Gross Term debt is the borrowing relating to long term loan funded capital works projects. External borrowing to fund term debt is reduced by the use of internal special funds with the surplus requirement funded by way of secured or unsecured short term bank loans, fixed or floating medium or long term bonds and finance leases.

The managed debt portfolio refers to the portion of Council's total debt portfolio that is managed to reduce interest rate risk, liquidity/funding risk, counterparty risk and operational and legal risk as defined in the Liability Management and Investment Policy. The portfolio is managed on the external net term debt requirement excluding finance leases, i.e. it is net of the special funds that have been used to reduce the external term debt requirement and the sinking fund balance. Working capital is not included in the managed debt portfolio.

Special Funds are cash funds either collected through rates or vested to Council that have been 'set aside' for specific future spending. The funds are used in the interim to reduce Council's requirement to borrow externally. The fund is managed via accounting entries and a monthly interest allocation is made to the funds based on the Council's weighted average cost of borrowing for that period.

Description of Graphs:

Figure 1

Gross term debt (blue) is the actual gross term debt position of Council as defined in the notes above. The Forecast (orange) is the projected gross term debt level per month in the current financial year, the figures are obtained from capital works timing forecasts (provided by budget managers on a monthly basis) and the current debt maturity profile. The Budget (green) line represents the gross public debt as approved in the 2005/2006 Annual Plan.

Figure 2

The prior year net term debt figures (dark blue section) are obtained directly from the published Annual Reports. The Annual Plan net term debt figures (light blue section) are obtained from that years published Annual Plan. The orange section is the Long Term Council Community Plan (amended) net term debt as published for 2003/2004 - 2012/2013.

Figure 3

The fixed (blue) and floating (orange) interest rate mix, both historic and projected, based on the 12 month rolling forecast net debt requirement. The Liability Management and Investment Policy minimum is 55% fixed and maximum 95% fixed. The positioning of the portfolio between policy minimum and policy maximum is dependent on the current and forecast financial market outlook.

Figure 4

Interest rate risk profile. Figure 4 shows, given the current fixed/floating rate mix and the debt forecast (assuming no changes to current swaps), the percentage of current fixed rate debt that will mature in future years. This enables Council to recognise and reduce significant concentrations of interest rate risk that may arise in future years. As debt forecasts change the amount of fixed cover in place may have to be adjusted to comply with the policy limits.

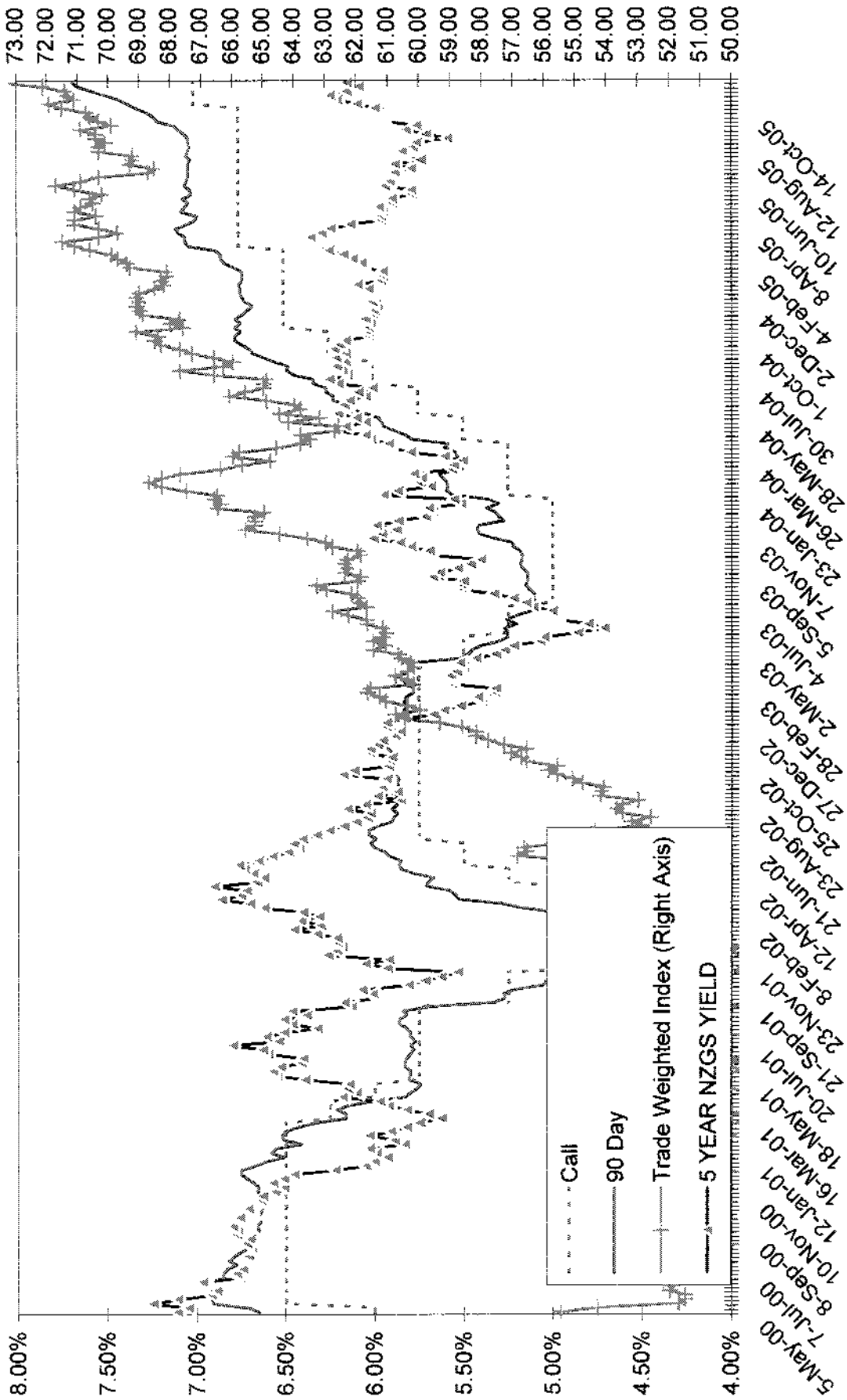
Figure 5

Funding and liquidity risk. Figure 5 varies from figure 4 in that it shows the actual maturity profile of current debt on issue as opposed to the profile of Council's exposure to interest rate risk arising when debt either reprices (in the case of floating rate debt or hedges) or matures. The debt maturity profile enables Council to identify significant concentrations of maturing debt and debt facilities. Where there are significant concentrations of debt maturing Council is at risk of not being able to re-borrow from the market at favourable rates.

Figure 6

In order to ensure Council has the ability to borrow from the market when funding is required committed funding facilities are arranged with approved debt sources. Figure 6 shows Council's committed funding sources and the current usage of these funds. In addition to the committed sources Council also uses uncommitted lines of funding as seen in short term bank loans and bonds, uncommitted funding is at times less expensive than committed funding however its availability is not guaranteed.

Wholesale Market Interest Rates and the Trade Weighted Index



PAYMENTS FOR APPROVAL 7 OCTOBER 2005 TO 10 NOVEMBER 2005

The following payments are reported for the period 7 October 2005 to 10 October 2005

a) Wages and Salaries (net of tax)	2,720,250
b) Payments to ARC	177,334
c) Watercare Services Limited	3,412,919
d) Inland Revenue Department	1,075,243
e) Loan Maturities and Interest	1,628,900
f) Investments	2,281,119

g) Contract payments over \$50,000:

Architectus Auckland	Civic Centre/Library Unitec Contracts	241,217
Aspin Weed Control Ltd	Roadside Vegetation Control	50,854
Asset Construction Ltd	Stormwater Upgrade Contracts	82,724
ATL Systems (NZ) Limited	Computer Systems	81,447
Australian Engineering Solutions	Cremator Contract	303,690
Canam Construction Ltd	Civic Centre Contract	2,462,725
Civil Construction Group Ltd	Various Ecowater Contracts	57,033
Coastline Roadmarkers Limited	Road Marking Contract	115,422
D J Wood Building Contractor Ltd	Sturges West Community House Contract	212,402
Datacom Systems Ltd	Systems Upgrades	55,316
Deloitte	Professional Services	54,843
Destin Consulting Limited	Pathways System Upgrade Contract	188,984
Drake Personnel NZ Limited	Temporary Staff	60,427
Ecomatters Trust	Water Demand Management Contract	60,000
Encore Joint Venture	Contract Slip Repairs Stage 2-152 Forest Hill Road	133,884
Fletcher Construction Co Ltd	Unitec/Library Contract	2,632,410
Fulton Hogan Auckland Ltd	Paremuka Bridge Contract	119,546
Fulton Hogan North Harbour Ltd	Various Transport Asset Contracts	617,620
Genesis Energy	Power Accounts/Street Lighting	211,397
Gibbons Contractors Ltd	Various Parks Contracts	81,636
H & H Contractors	Stormwater Contracts	81,589
Haines Recruitment	Advertising	53,878
Horizontal Earth Drilling Ltd	Mcleod Road Wastewater Renewals Contracts	140,286
Icon Group	Security Contracts	74,032
Liquid Waste Disposal Ltd	Onsite Waste Water Management Contract	58,040
M Keoghnan Contractors Limited	Various Stormwater Contracts	74,050
Murray & Buckley	Various Ecowater Contracts	103,082
ONYX Group Ltd	Waste Collection Contract	213,600
P & M Paving & Construction Ltd	Swanson Stream Work	58,119
Parks & Maintenance Services Ltd	Various Contracts	414,375
Permapave NZ Ltd	Various Stormwater Contracts	55,475
Quotable Value N Z Ltd	Valuation & Database Management Contract	55,912
Smith & Davies Ltd	Waste Removal	108,101
Synergine Operations Ltd	Various Ecowater Contracts	121,402
Te Ngahere Limited	Various Contracts	57,816
Techscape Limited	Various Contracts	1,986,597
Telecom New Zealand Ltd	Calls & Charges	90,350
The Answer Company International Ltd	Various Contracts	68,074
Thomas Civil Consultants Ltd	Project Twin Streams	111,488
Transit New Zealand	Traffic Signal Maintenance Contract	121,459
Treescape Ltd	Citywide Arboriculture Maintenance Contract	118,941
Underground Connections Ltd	Water Main Renewal Contract	146,073
URS New Zealand Ltd	Various Ecowater Contracts	261,116
Waitakere Tag Out Trust	Graffiti Contract	53,995
Walter J Pratt (NZ) Ltd	West Wave Disinfection System Contract	82,471
Waste Management NZ Ltd	Waste Removal	343,074
Watts & Hughes Construction Ltd	New Lynn Library Contract	385,148
		13,262,120

h) Other payments over \$50,000:

Kensington Swan	Legal Fees	120,400
Lopdell House Society Inc	Operating Grant 1st Quarter	68,344
Ministry Of Justice	Share of Infringement Notice	78,690
NZ Police	Share Of Fines	71,730
Simpson Grierson (Auckland)	Legal Fees	81,776