

BETWEEN

NW RABONE HOLDINGS LIMITED

Landlord

AND

SOUL MATES NORTHLAND LIMITED

Tenant

AND

JENNIFER LEE LLOYD

Guarantor

**DEED OF RENEWAL AND VARIATION OF LEASE OF PREMISES AT
UNIT 6, 33 FLORENCE AVENUE, OREWA**

DEED OF RENEWAL AND VARIATION OF LEASE is made this 16th day of June 2020

PARTIES

1. **NW RABONE HOLDINGS LIMITED** ("Landlord")
2. **SOUL MATES NORTHLAND LIMITED** ("Tenant")
2. **JENNIFER LEE LLOYD** ("Guarantor")

BACKGROUND

- A. By a lease dated 16th June 2011 ("the Lease") TUSCANY 23 LIMITED leased to MICROMODE LIMITED the premises described as Unit G on Deposited Plan 328629 – CT 116865 being Unit G, 33 Florence Avenue, Orewa ("the Premises"). On 11th March 2014, NW Rabone Holdings Limited became the registered proprietor and Landlord of the Premises. On 12th May 2015, Soul Mates Northland Limited became the Tenant of the Premises.
- B. The Lease provides for a term of three (3) years commencing on 16 June 2011 with four (4) rights of renewal of three (3) years each and a final expiry date (if all rights of renewal are exercised) of 15 June 2026.
- C. The parties now wish to exercise the Tenant's right to renew the Lease for a further term of three (3) years commencing on 16 June 2020 and to vary the terms of the Lease in the manner set out in this deed.

THIS DEED RECORDS

1. DEFINITIONS

- 1.1 In this deed, unless inconsistent with the context:
 - (a) any words or phrases defined in the Lease shall have the meaning set out in the Lease; and
 - (b) any rules of interpretation set out in the Lease shall similarly apply.
- 1.2 Any party to this deed shall include that party's executors, administrators, successors and where permitted assigns and where not repugnant to the context, includes the employees, agents, licensees, invitees, contractors, subtenants and any other person under the control of that party.

2. VARIATION

- 2.1 The parties agree that as from the 16th day of June 2020 the Lease is varied as follows:

2.1.1. The Landlord hereby grants and the Tenant hereby accepts a renewal of the Lease of the premises for a term of three (3) years commencing on 16th June 2020 and expiring on 15th June 2023.

2.1.2. The Landlord additionally grants a further four (4) rights of renewal of the Lease of the premises for a term of three (3) years commencing on 16th June 2023 and expiring on 15th June 2035, being the final expiring date.

2.1.3. The next rent review will be on market basis on the next review date of the 16th June 2021. Rent reviews will be carried out every two years from 16th June 2021 being 16th June 2023, 16th June 2025, 16th June 2027, 16th June 2029, 16th June 2031 and 16th June 2033.

3. GUARANTEE

3.1 The parties acknowledge and covenant that, notwithstanding the terms of this deed, the obligations imposed by the Lease on the Tenant and the Landlord shall remain in full force (as varied by this deed). In particular, the Tenant covenants:

- (a) that the Tenant continues to hold the Premises on the terms expressed and implied in the Lease (as varied by this deed); and
- (b) to duly and punctually perform its obligations as set out in the Lease (as varied by this deed).

4. COSTS

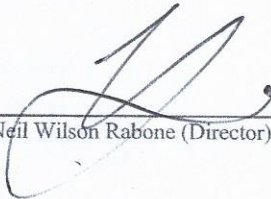
4.1 Pursuant to clause 6.1 of the Lease, the Tenant shall meet the Landlord's reasonable legal costs in relation to the consideration, negotiation and preparation of this deed.

5. COUNTERPARTS


5.1 This deed may be signed in counterparts, whether by facsimile or email and together shall be construed as if an original.

EXECUTION

SIGNED by NW RABONE HOLDINGS LIMITED as Landlord in the presence of:


Neil Wilson Rabone (Director)

Witness to signature:


Signature of witness

Janeen Rabone
Name of witness


Rabone
Occupation

Whangarei
City/town of residence

SIGNED by SOUL MATES NORTHLAND LIMITED by its director as Tenant in the presence of:


Jennifer Lee Lloyd Director

Witness to signature:



Signature of witness

Sami Bellamy
Name of witness

Reception
Occupation

Whangarei
City/town of residence

SIGNED by **JENNIFER LEE LLOYD** as guarantor in the presence of:

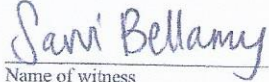


Jennifer Lee Lloyd

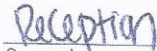
Witness to signature:



Signature of witness



Name of witness



Occupation



City/town of residence