

DEED OF VARIATION OF LEASE

GENERAL address of the premises: Offices 4 and 5, 20 Baxter Street, Warkworth

DATE:

10th March 2026 .

LANDLORD:

Ursula Ann Gilchrist and Whitlock Williams Trustee Limited as trustees of The Hurstmere Holdings Trust

TENANT:

Lions Clubs International Multiple District 202 New Zealand and Island of the South Pacific Incorporated (317419)

~~GUARANTOR:~~

THE LANDLORD AND TENANT vary the Lease by the terms and conditions of this deed.

THE LANDLORD, TENANT AND ~~GUARANTOR~~ covenant as set out in the First, Second and Third Schedules.

SIGNED by the Landlord
in the presence of:


Signature of Landlord


Witness Signature

Jenny Kitson.
Witness Name

Office Manager.
Witness Occupation

44B Seaview Rd Castor Bay
Witness Address

Ursula Ann Gilchrist

Print Full Name

~~Director / Trustee / Authorised Signatory / Attorney*~~

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.


Signature of Landlord

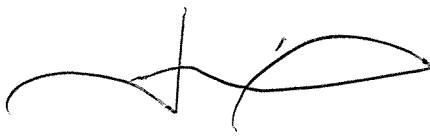
Whitlock Williams Trustee Limited - G Williams

Print Full Name

~~Director / Trustee / Authorised Signatory / Attorney*~~

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.


Signature of Tenant

Jacob GH Kim
Solicitor
Auckland

SIGNED by the Tenant
in the presence of:


Witness Signature

Peter Henderson
Witness Name

Customs Broker
Witness Occupation

45ohy Andrew Dr. Wentworth
Witness Address
0910

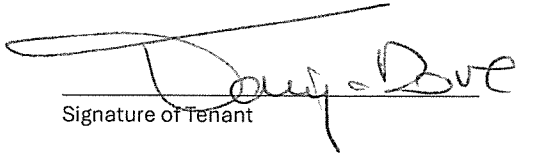
February 2025

Tanja Christina Dove
Print Full Name

~~Director / Trustee / Authorised Signatory / Attorney*~~

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.


Signature of Tenant

Tanja Christina Dove
Print Full Name

~~Director / Trustee / Authorised Signatory / Attorney*~~

Delete the options that do not apply.

If no option is deleted, the signatory is signing in their personal capacity.

SIGNED by the Guarantor
in the presence of:

Signature of Guarantor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

~~Delete the options that do not apply.~~

~~If no option is deleted, the signatory is signing in their personal capacity.~~

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name

Director / Trustee / Authorised Signatory / Attorney*

~~Delete the options that do not apply.~~

~~If no option is deleted, the signatory is signing in their personal capacity.~~



* If this document is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (The Law Association of New Zealand Incorporated form code: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (The Law Association of New Zealand Incorporated form code: 4997WFP).

Also, insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

Note: Signing by a company – Companies must sign this document in accordance with section 180 of the Companies Act 1993 to ensure it is binding as a deed. In general, this means:

- (a) if there are two or more directors of the company, two directors must sign and no witnessing is necessary;
 - (b) if there is only one director of the company, that director signs and the signature must be witnessed.
- Other methods of signing may be permitted by the company's constitution or if an attorney has been appointed.

FIRST SCHEDULE

1. **PREMISES:** Exclusive use of that part of the Landlord's Premises identified as offices 4 and 5 on the plan attached, together with the shared use of the share space entrance, kitchen and toilet facilities shown on the attached plan and reasonable access.
2. **ORIGINAL LEASE DATE:** 5 November 2021
3. **VARIATION DATE:** 5 November 2025

Note: Items 4 to 10 are options to be completed as required.

4. **EXTENSION OF CURRENT TERM**

Term: 2 years

Expiry date of extended term:

Renewal dates:

Final expiry date if all rights of renewal exercised:

5. **FURTHER RIGHTS OF RENEWAL**

Number of rights and term: 2 rights of renewal of 2 years each

Renewal dates: 5 November 2027, 5 November 2029

Final expiry date if all rights of renewal exercised: 4 November 2031

6. **REDUCTION OF LEASE TERM**

Reduced term:

Renewal dates:

Final expiry date if all rights of renewal exercised:

7. VARIED ANNUAL RENT:	Premises	\$ 26,013.00	plus GST
(Subject to review or adjustment if applicable)	Car Parks	\$	plus GST
	TOTAL	\$ 26,013.00	plus GST

8. **VARIED MONTHLY RENT:** \$ 2,167.75 plus GST

9. **VARIED RENT PAYMENT DATES:** The day of each month commencing on the day of

10. **VARIED RENT REVIEW OR ADJUSTMENT DATES:**

(Specify review or adjustment type and insert dates for relevant term, renewal dates and renewal terms. Unless dates are specified, there will be no varied review or adjustment dates. Where there is a conflict in dates, the market rent review date will apply.)

1. Market rent review dates:
5 November 2027 and 5 November 2029
2. CPI rent adjustment dates:
3. Fixed rent adjustment dates:

SECOND SCHEDULE

1. Interpretation

1.1 In this deed unless the context otherwise requires a different interpretation:

- (a) "Landlord" and "Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (b) "lease" means the deed of lease of the premises dated as specified in the First Schedule and includes any variation, renewal, or extension of the lease.
- (c) "premises" means the premises as specified in the First Schedule (including car parks (if any)) leased pursuant to the lease.
- (d) "variation date" is the date specified in the First Schedule on which the terms and conditions of this deed will commence to have effect on the lease.

1.2 This deed is supplemental to the lease and expressions and definitions used in this deed have the same meaning given to them in the lease. In the event of conflict between the provisions of this deed and the provisions of the lease, the provision of the lease shall prevail.

1.3 Where obligations bind more than one person, those obligations shall bind those persons jointly and severally.

2. Variation Date

2.1 The lease is varied as set out in this deed as from the variation date.

~~3. Extension of Current Lease Term~~

~~3.1 The term of the lease is extended with consequential changes to other dates as specified in Item 4 of the First Schedule.~~

4. Further Rights of Renewal

4.1 Further rights of renewal are granted with consequential changes to other dates as specified in Item 5 of the First Schedule.

~~5. Reduction of Lease Term~~

~~5.1 The term of the lease is reduced with consequential changes to other dates as specified in Item 6 of the First Schedule.~~

6. Rent and Payments

6.1 The rent and rent payment dates in the lease are varied as specified in Items 7, 8 and 9 of the First Schedule.

7. Change in Rent Review and Adjustment Dates and Type

7.1 The rent review and adjustment dates and review and adjustment types are varied as specified in Item 10 of the First Schedule.

8. Other Variations

8.1 The lease is further varied as set out in the Third Schedule.

9. Confirmation of Other Lease Covenants

9.1 The Tenant acknowledges to the Landlord that the Tenant shall continue to hold the premises on the terms and provisions expressed or implied in the lease subject to the variations set out in this deed. The Tenant covenants with the Landlord that the Tenant shall observe the provisions of the lease as varied by this deed.

10. Costs

10.1 If the lease provides for the Tenant to pay the Landlord's solicitors costs on any variation of the lease, then the Tenant shall pay the costs of this deed. Otherwise, each party shall pay their own costs incurred in relation to this deed.

11. ~~Guarantor's Covenant~~

~~11.1 The Guarantor consents to this deed and confirms to the Landlord that the guarantee remains in effect on the terms set out in the lease as varied by this deed.~~

12. Counterparts

- 12.1 This deed may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same deed. A party may enter into this deed by signing a counterpart copy and sending it to the other party, including by email.
- 12.2 This deed may be executed by an electronic method and a party doing so represents and warrants to the other party that the means of creating the electronic signature complies with section 228 of the Contract and Commercial Law Act 2017.



THIRD SCHEDULE

FURTHER TERMS (if any)

9.0 Demolition and Redevelopment

9.1 The Landlord may at any time terminate this Lease if the Landlord genuinely intends to demolish, substantially renovate or redevelop the Building or the Land on which the Premises are situated.

9.2 The Landlord must give the Tenant not less than 3 months' written notice of termination specifying the intended demolition, renovation or redevelopment.

9.3 The Tenant shall not be entitled to any compensation, damages or relocation costs arising from termination under this clause, except for a refund of any Rent or Outgoings paid in advance for the period after termination.

10.0 Assignment or Subletting

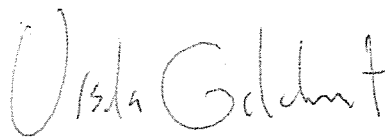
10.1 If the Landlord does not occupy 20 Baxter Street and use the shared spaces itself, the deleted words in clause 33.1 of the Deed of Lease shall be reinstated for the purposes of Assignment or Subletting.



Dated _____

Between

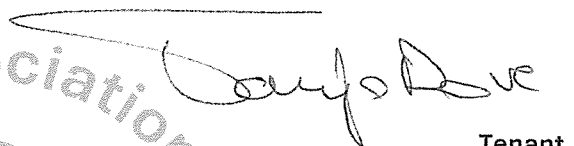
Ursula Ann Gilchrist and Whitlock Williams Trustee Limited as trustees
of The Hurstmere Holdings Trust



Landlord

and

Lions Clubs International Multiple District 202 New Zealand and Island
of the South Pacific Incorporated (317419)



Tenant

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February 2025

Guarantor

DEED OF VARIATION OF LEASE

General address of the premises:

Offices 4 and 5, 20 Baxter Street, Warkworth

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11 February 2025