Deed of variation of lease – 11 Johnsonville Road, Johnsonville, Wellington

TES-B Investments Limited

Jville Fish Supply Limited

Jian Di Liu and Zhi Gang Ru

DEED OF VARIATION OF LEASE – 11 JOHNSONVILLE ROAD, JOHNSONVILLE, WELLINGTON

Date:

PARTIES

TES-B Investments Limited (the *Lessor*)

Jville Fish Supply Limited (the *Lessee*)

Jian Di Liu and Zhi Gang Ru (the *Guarantors*)

BACKGROUND

A By a deed of lease dated 8 September 2016 (*the Lease*) the Lessor leased the premises being 11 Johnsonville Road, Johnsonville, Wellington, as more particularly described in the Lease, to the Lessee for a term of five (5) years with two (2) rights of renewal of five (5) years each from 1 September 2016 at the rent and upon the covenants, terms and conditions expressed and implied in the Lease.

B The Lessor and the Lessee have agreed to vary the terms of the Lease to reflect the fact that the premises now has its own water meter and the Lessee has agreed to pay for 100% of the water which it uses.

C The Guarantors have agreed to continue to guarantee the Lessee's obligations under the Lease, as varied by this deed.

NOW BY THIS DEED it is agreed by the parties that the covenants, terms and conditions expressed and implied in the Lease are varied as follows:

1 **Variation**

1.1 Clause 18(1) of the First Schedule is deleted and replaced with the following:

"(1) 100% of water rates or levies (as recorded on water meter 23m0030387) and 50% of land rates or levies payable to any local or territorial authority."

2 **Confirmation of other lease covenants**

Except to the extent to which they are varied by this deed the covenants, terms and conditions expressed and implied in the Lease will continue in full force.

3 **Guarantee**

In consideration of the Lessor agreeing to vary the Lease at the request of the Guarantors, as the Guarantors admit and acknowledge by executing this deed, the Guarantors jointly and severally agree with the Lessor that their guarantee under the Lease will extend to and operate in respect of the variations to the Lease recorded by this deed.

4 **Costs**
Each party will pay their own costs relating to the preparation and execution of this deed.

5 **Electronic Delivery Allowed**
Without limiting any other mode of delivery, the parties agree to allow delivery of this deed by transmission, in electronic form by any means of electronic communication (including facsimile or email of a scanned copy) of an original of this deed executed by a party, to the other party or its solicitors.

6 **Counterparts**
This deed may be executed in any number of counterparts. Once the parties have executed the counterparts, and each party has received a copy of each signed counterpart which that party did not execute, each counterpart will be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

7 **Interpretation**
In this deed:

7.1 references to *the Lessor* include the successors, personal representatives and assigns of the Lessor;

7.2 references to *the Lessee* include the successors, personal representatives and permitted assigns of the Lessee;

7.3 references to *the Guarantors* include the successors and personal representatives of the Guarantors.

EXECUTED AND DELIVERED AS A DEED

TES-B Investments Limited as Lessor by its Directors:

____
Judith-Ann Doris Best

____
Gregory Keith Best

Jville Fish Supply Limited as Lessee by its sole Director:

____
Jian Di Liu

in the presence of:

____

Name:

Occupation:

Address:

Signed by **Zhi Gang Ru** as Guarantor:

____

in the presence of:

____

Name:

Occupation:

Address:

Signed by **Jian Di Liu** as Guarantor:

____

in the presence of:

____

Name:

Occupation:

Address:

BAYLEYS

DISCLOSURE STATEMENT

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.