

Deed of Renewal

**Unit A
2 Hoffs Place
Kenepuru
Porirua**

**Brenton Laurence Coutts and
RWP Trustee Services Limited** as
trustees of the Clay Point Trust

(Landlord)

Angel Delivery (NZ) Limited

(Tenant)

Rebecca Jane Cass

(Guarantor)

Deed made this

day of

2023

Parties

1. **Brenton Laurence Coutts** and **RWP Trustee Services Limited** as trustees of the Clay Point Trust (“the Landlord”)
2. **Angel Delivery (NZ) Limited** (“the Tenant”)
3. **Rebecca Jane Cass** (“the Guarantor”)

Introduction

- A. Pursuant to an Agreement to Lease, the Landlord granted the Tenant a lease of the premises for three (3) years from 1 February 2021.
- B. The Lease grants one rights of renewal for three (3) more years.
- C. The Tenant wishes to exercise the Tenant’s right to renew the Lease for three (3) years from 1 February 2024 as recorded in this deed.

This Deed Records

1. Definitions and Interpretation

1.1 In this deed:

“**Lease**” means the grant of Lease of the premises to the Tenant pursuant to the Agreement to Lease referred to in the Introduction to this deed;

“**Premises**” means Unit A at 2 Hoffs Place, Kenepuru, Porirua and four (4) carparks all of which are identified on a plan attached to the Agreement to Lease;

“**Renewal Date**” means 1 February 2024; and

“**Renewed Term**” means the term of the new Lease evidenced by this deed.

- 1.2 This deed is supplemental to the Lease and the expressions and definitions used in this deed have the same meaning given to them in the Lease.

2. Renewal

- 2.1 Pursuant to the right of renewal contained in the Lease, the Landlord leases to the Tenant, and the Tenant takes on lease, the Premises for a period of three (3) years commencing on the Renewal Date.

3. Guarantor's Consent

3.1 The Guarantor consents to the renewal of the Lease as recorded in this deed and:

- (a) guarantees the payment of the rent and the performance by the Tenant of the covenants in the Lease and this Deed;
- (b) indemnifies the Landlord against any loss the Landlord might suffer should the Lease and this Deed be lawfully disclaimed or abandoned by any liquidator, receiver or other person; and
- (c) confirms that the terms and conditions of the guarantee and indemnity contained in the Lease continue in full force and effect.

4. Confirmation of other Lease terms

4.1 The Tenant acknowledges that, during the Renewed Term, the Tenant shall continue to hold the Premises on the terms and conditions expressed or implied in the Lease and the Tenant shall observe the provisions of the Lease.

5. Costs

5.1 The parties will pay their own costs of and incidental to the preparation and execution of this deed.

6. Counterparts

6.1 This deed may be signed by each party signing and delivering a counterpart copy to each other party. All counterpart copies will together be deemed to constitute a valid and binding deed.

6.2 This deed may be signed by any party in any manner which complies with the Contract and Commercial Law Act 2017.

**Signed by the Landlord
Brenton Laurence Coutts**
in the presence of:

Signature of Landlord

B L Coutts

Print Name

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signed by the Landlord
RWP Trustee Services Limited
by its director:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

P D Barrett

(Sole Director)

Signed by the Tenant
Angel Delivery (NZ) Limited
by its director:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Landlord

R J Cass

(Sole Director)

Signed by the Guarantor
Rebecca Jane Cass
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

R J Cass

Print Name

