Deed of renewal of lease, 11 Johnsonville Road, Wellington

TES-B Investments Limited

Jville Fish Supply Limited

Jian Di Liu and Zhi Gang Ru

4 **Costs**

The Tenant will pay the costs of and incidental to the preparation and completion of this deed, and any other related disbursements.

5 **Execution - Counterparts and Electronic**

This deed may be executed in two or more counterparts, all of which together will be deemed to constitute one instrument. A party may enter into this deed by signing a counterpart copy and sending it to the other party/parties, including by email. This deed may be executed by an electronic method. 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.

6 **Interpretation**

In this deed:

6.1 references to *the Landlord* include the successors, personal representatives and assigns of the Landlord;

6.2 references to *the Tenant* include the successors, personal representatives and permitted assigns of the Tenant; and

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

EXECUTED AND DELIVERED AS A DEED

TES-8 Investments Limited as Landlord by:

Director

Director

24/3/2026

Jville Fish Supply Limited as Tenant by:

Jian Di LIU

Director

In the presence of:

Jian Di (Janny)

Name: Jian Di LIU

Occupation: Business woman

Address: 15 Ring Lane Paparangi Wellington

DEED OF RENEWAL OF LEASE 11 JOHNSONVILLE ROAD, WELLINGTON

Date:

PARTIES

TES-B Investments Limited (the *Landlord*)

Jville Fish Supply Limited (the *Tenant*)

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

BACKGROUND

A By a deed of lease dated 8 September 2016 (the *Lease*) the Landlord leased the premises being the fish and chip shop premises forming part of the Landlord's building at 11-17 Johnsonville Road, Johnsonville, Wellington, as more particularly described in the Lease, to the Tenant for a term of 5 years from 1 September 2016 at the rent and upon the covenants, terms and conditions expressed and implied in the Lease.

B The Tenant previously exercised their right to renew the Lease for a person of 5 years from 1 September 2021 – 31 August 2026. The Tenant has a second right to renew the term of the Lease and has exercised that right of renewal.

C The Guarantors have agreed to continue to guarantee the Tenant's obligations throughout the renewed term of the Lease.

NOW BY THIS DEED the parties agree as follows:

1 **Renewal of term**

1.1 Pursuant to the right of renewal contained in the Lease the Landlord grants and the Tenant accepts a renewal of the term of the Lease for a further period of 5 years from 1 September 2026 to 31 August 2031 (the *Renewed Term*).

1.2 The Landlord grants two further rights of renewal of five (5) years each exercisable on 1 September 2031 and 1 September 2036.

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 Landlord granting the renewal of the term of 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 Landlord that their guarantee under the Lease will extend to and operate in respect of the Renewed Term.

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

In the presence of:

Jian Di LIU

Name:

Occupation: Boss

Address: 15 Ring Lane
Paparangi
Wellington

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

In the presence of:

Zhi Gang RU (Jimm

Name: Jimmy RU

Occupation: Software Technicia

Address: 15 Ring Lane
Paparangi
Wellington

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.