

DEED OF RENEWAL AND RENT REVIEW

PROJECT ROCKER LIMITED

CONSTRUCTIVE CONSULTANTS LIMITED

PAUL DAVID RAE



DATE 19 September

2024

PARTIES

PROJECT ROCKER LIMITED (**Landlord**)

CONSTRUCTIVE CONSULTANTS LIMITED (**Tenant**)

PAUL DAVID RAE (**Guarantor**)

BACKGROUND

- A. Pursuant to the Lease, the Premises is leased by the Landlord to the Tenant at the rental and on the terms and conditions contained in the Lease.
- B. The Landlord and Tenant are currently the respective Landlord and the Tenant under the Lease.
- C. The Tenant has two (2) rights to renew the Lease, of four (4) years.
- D. The Lease makes provision for the rental to be reviewed and the Landlord and the Tenant have agreed upon the rental to be paid.
- E. The Guarantor acknowledges the Guarantor's guarantee of the terms of the Lease during the Renewed Term.

THIS DEED WITNESSES

1. INTERPRETATION

- 1.1. In this Deed unless the context otherwise requires the following definitions apply:

Guarantor includes the successors, executors and administrators of the guarantor.

Lease means the Deed of Lease dated 7 September 2020 between the Landlord and Constructive Consultants Limited as Tenant and includes any variation (specifically the Deed of Variation of Lease dated 28 July 2023), renewal or extension of the Lease.

Landlord and **Tenant** include their respective successors, executors, administrators and permitted assigns.

Premises means the Premises leased pursuant to the Lease.

Renewed Term means the renewed term of the Lease evidenced by this renewal.

- 1.2. This deed is supplemental to the Lease and expressions and definitions used in this deed bear the same meaning given to them in the Lease.
- 1.3. Where obligations bind more than one person those obligations shall bind those persons jointly and severally.

2. RENEWAL OF THE LEASE

- 2.1. In exercise of the right to a Renewed Term contained in the Lease, the term of the Lease is renewed for a period of four (4) years from 8 June 2024.

3. RENTAL RATES AND OTHER OUTGOINGS

- 3.1. In exercise of the right to conduct a review of the rental provided for in the Lease, it is agreed between the Landlord and the Tenant that the rental payable from 8 June 2024 is \$34,973.00 per annum plus GST payable in advance by equal monthly payments of \$2,914.42 plus GST.
- 3.2. In addition to the rental provided in clauses 3.1 of this deed, the Tenant must continue to pay the outgoings and other amounts as provided in the Lease.

4. CONFIRMATION OF OTHER LEASE COVENANTS

- 4.1. The Tenant acknowledges and covenants with the Landlord that the Tenant shall:
- (a) hold the Premises on the same terms and provisions expressed or implied in the Lease subject to the variations set out in this deed; and
 - (b) duly and punctually perform and observe the covenants and provisions of the Lease as set out in the Lease but as varied by this deed.

5. GUARANTORS COVENANT

- 5.1. The Guarantor consents to this deed and to the Renewed Term and covenants with the Landlord during the Renewed Term:
- (a) To pay the rental, outgoings, and other amounts payable under the Lease, and to punctually perform and observe the covenants and provisions of the Lease as set out in the Lease but as varied by this deed; and
 - (b) That the Guarantor's guarantee and covenant remains in full force and effect on the terms set out in the Lease as varied by this deed.

6. COUNTERPARTS

- 6.1. This deed may be signed and exchanged 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.
- 6.2. The parties agree that either party may sign this deed by electronic means. If a party signs this deed by electronic means, that party represents and warrants to the other party that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

EXECUTION

SIGNED for and on behalf of
PROJECT ROCKER LIMITED



Director



Director

SIGNED for and on behalf of
CONSTRUCTIVE CONSULTANTS LIMITED
in the presence of:



Director



Signature of Witness

Andrea Whiston

Full name of Witness

Project Administrator

Occupation

36 Ruru Lane, Waraka.

Address

SIGNED by the Guarantor
PAUL DAVID RAE
in the presence of:


P D Rae



Signature of Witness

Andrea Whiston

Full name of Witness

Project Administrator

Occupation

36 Rura Lane, Wanaka

Address