

# DEED OF ASSIGNMENT OF LEASE

**GENERAL** address of the premises:  
Part Ground Floor, 123 Victoria Street, Christchurch

**DATE:** 31/10/2018

**ASSIGNOR:** Hoop Group Limited (Company No. 5065901) (formerly named Pot Sticker Limited)

**ASSIGNEE:** Hoop Victoria Limited (Company No. 6895353)

**SHAREHOLDER(S) and DIRECTOR(S):**  
(of Assignor)

**GUARANTOR:** Sam Nicholas Hooper and Sally Marianne Hooper  
(of Assignee)

**LANDLORD:** Victoria 123 Limited (Company No. 3869616)

**THE ASSIGNOR** assigns to the Assignee all the Assignor's estate and interest in the Premises and the Lease as set out in the First Schedule.

**THE ASSIGNOR**, the Assignee and the Landlord agree and acknowledge as set out in the Second Schedule.

**THE GUARANTOR** guarantees as set out in the Third Schedule.

**THE ASSIGNOR** and the Shareholder(s) and Director(s) (if any) and the Assignee agree as set out in the Fourth Schedule.

**THE ASSIGNOR**, the Assignee, the Landlord and the Guarantor all acknowledge that the Lease expires on the Expiry Date of Current Term set out in the First Schedule and the rent is the Annual Rent set out in the First Schedule.

**THE LANDLORD** consents to the assignment but without prejudice to the Landlord's rights powers and remedies under the Lease. If any Lease Variations are specified in the First Schedule the Landlord, the Assignor, the Assignee and the Guarantor agree that as from the Date of Assignment the Lease is varied as set out in the Lease Variations.

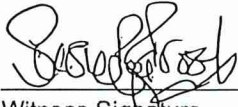
**THE LANDLORD** acknowledges that as at the Date of Assignment the Landlord is not aware of any existing breach of the Lease by the Assignor and has no interest in any of the Assignor's Assets.

**WHENEVER** words or phrases appear in this Deed and in the Second, Third and Fourth Schedules that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

**IN this Deed:**

- (a) The expressions "the Assignor", "the Assignee", "the Guarantor", "the Shareholder", "Director" and "the Landlord" include their respective executors administrators successors and permitted assigns.
- (b) The expression "Business Use" in the First Schedule means the permitted use of the Premises as at the Date of Assignment or as varied by any Lease Variation.
- (c) The expression "Assignor's Assets" shall mean all the chattels, fixtures and fittings in the Premises which are owned by the Assignor.
- (d) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (e) Where any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

**SIGNED** by the Assignor  
in the presence of:



Witness Signature

Susan Borrius-Broek


Witness Name

Self employed

Witness Occupation

Christchurch

Witness Address



Signature of Assignor

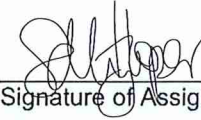
Sam Nicholas Hooper

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 Assignor

Sally Willis

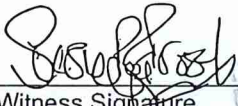
Print Full Name

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 Assignee  
in the presence of:



Witness Signature

Susan Borrius-Broek

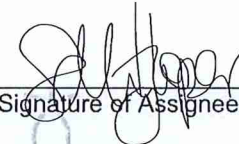
Witness Name

Self employed

Witness Occupation

Christchurch

Witness Address



Signature of Assignee

Sally Marianne Hooper

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 Assignee

Sam Nicholas Hooper

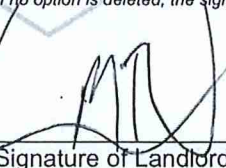
Print Full Name

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 Landlord  
in the presence of:



Signature of Landlord

Richard John Diver

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

Solomon Alexander Shepherd Buchan

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

ADELE CHILDS

Witness Name

PORTFOLIO MANAGER

Witness Occupation

181 VICTORIA ST, CHCH

Witness Address

Note: If signing by a company or as an Attorney – please refer to the notes on page 3

SIGNED by the Guarantor  
in the presence of:

  
Signature of Guarantor

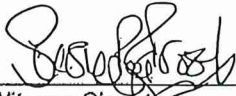
Sam Nicholas Hooper

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

Susan Borrius-Broek

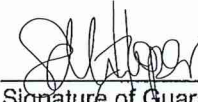
Witness Name

Self Employed

Witness Occupation

Christchurch

Witness Address

  
Signature of Guarantor

Sally Marianne Hooper

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 Shareholder(s) and Director(s)  
in the presence of:~~

~~Signature of Shareholder/Director~~

~~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 Shareholder/Director~~

~~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 agreement is signed under:

- (i) a Power of Attorney – please attach a Certificate of non-revocation (ADLS 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 (ADLS 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:** Part Ground Floor, 123 Victoria Street, Christchurch being a total of 107.8 square metres as shown on the attached plan as Tenancy 1
2. **CAR PARKS:** Zero (0)
3. **DATE OF LEASE:** 14 June 2017
4. **RIGHTS OF RENEWAL:** One (1) right of renewal of eight (8) years
5. **FINAL EXPIRY DATE:** 5 April 2033
6. **ANNUAL RENT:**

Premises	\$55,112.75	plus GST per annum
(Subject to review if applicable)	<del>Car Parks</del> \$	<del>plus GST per annum</del>
	<b>TOTAL</b> \$55,112.75	<b>plus GST per annum</b>
7. **EXPIRY DATE OF CURRENT TERM:** 5 April 2025
8. **BUSINESS USE:** Any use as authorised by the Christchurch City Council District Plan

9. **DATE OF ASSIGNMENT:** 31 August 2018

10. **RESTRAINT OF TRADE PERIOD:**

11. **RESTRAINT OF TRADE RADIUS:**

12. **LEASE VARIATIONS:**

13. **LIMITED LIABILITY TRUSTEE:**

\*This Deed may be executed in two (2) or more counterparts, all of which altogether will be deemed to constitute one (1) in the same Deed. A party may enter into this Deed by signing a counterpart copy and sending it to the other party, including by facsimile or email.

**SECOND SCHEDULE**

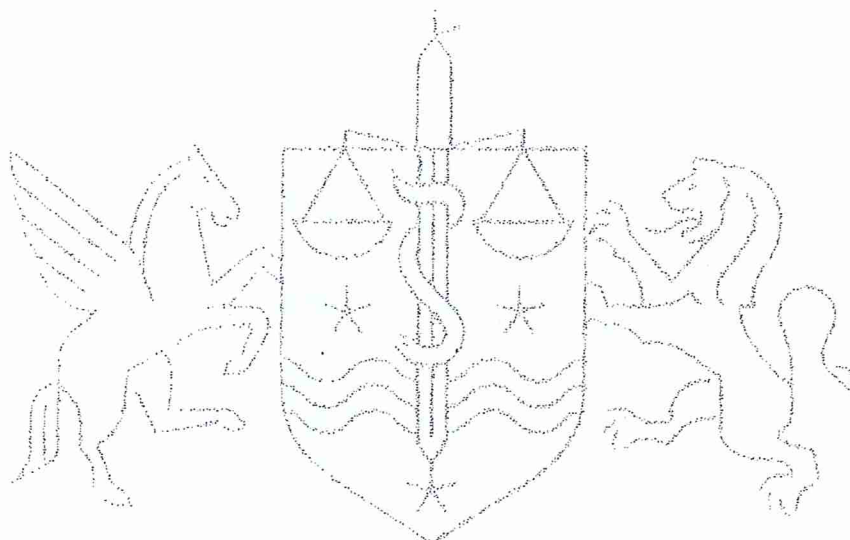
1. **THE** Assignee agrees with the Assignor to perform all the provisions in the Lease from the Date of Assignment.
2. **THE** Assignee indemnifies the Assignor and any guarantor of the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Lease as from the Date of Assignment.
3. **THE** Assignor warrants that all the provisions of the Lease have been performed up to the Date of Assignment.
4. **THE** Assignee agrees with the Landlord that the Assignee will perform all the provisions of the Lease from the Date of Assignment.
5. **THE** Assignor acknowledges to the Landlord that the covenants of the Assignee are not in substitution for and do not alter the liability of the Assignor under the Lease.
6. **IF** any person enters into this Deed as trustee of a trust, then:
  - (1) That person warrants that:
    - (a) that person has power to enter into this Deed under the terms of the trust; and
    - (b) that person has properly signed this Deed in accordance with the terms of the trust; and
    - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Deed; and
    - (d) all of the persons who are trustees of the trust have approved entry into this Deed.
  - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this Deed will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
7. Notwithstanding clause 6, a party to this Deed that is named in item 13 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with clause 6.
8. **Counterparts**
- 8.1 **\*See above.**

### THIRD SCHEDULE

1. FROM the Date of Assignment the Guarantor:
  - (1) Guarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
  - (2) Indemnifies the Assignor, any guarantor of the Assignor and the Landlord against any liability or losses suffered by the Landlord as a result of the Lease being lawfully disclaimed by any liquidator or receiver or arising through default by the Assignee in the performance of the provisions in the Lease.
2. THE Guarantor agrees that neither an assignment of the Lease nor any rent review in accordance with the Lease nor any indulgence granting of time waiver or forbearance to sue or any other thing whereby the Guarantor would be released as a surety in any way releases the Guarantor from liability under the Lease.

### FOURTH SCHEDULE

THE Assignor and the Shareholder(s) and Director(s) (if any) agree with the Assignee that the Assignor and the Shareholder(s) and Director(s) (if any) will not during the Assignor's Restraint of Trade Period either directly or indirectly carry on or be interested either alone or in partnership with or as manager, agent, director, shareholder or employee of any other person in any business similar to that carried on by the Assignee within the Restraint of Trade Radius from the Premises stated in the First Schedule.



Dated \_\_\_\_\_

Between

Hoop Group Limited (Company No. 5065901)

Assignor

and

Hoop Victoria Limited (Company No. 6895353)

Assignee

and \_\_\_\_\_

Shareholder(s)

and \_\_\_\_\_

Director(s)

and

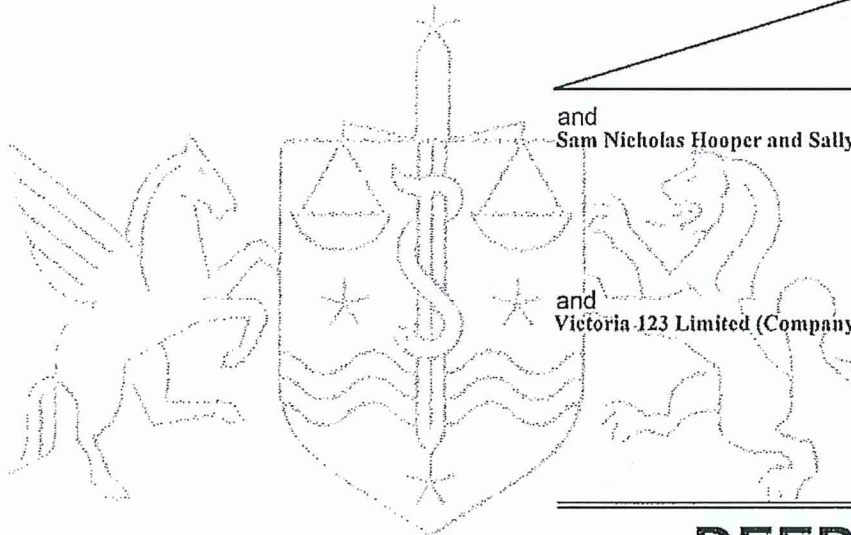
Sam Nicholas Hooper and Sally Marianne Hooper

Guarantor

and

Victoria 123 Limited (Company No. 3869616)

Landlord



## DEED OF ASSIGNMENT OF LEASE

General address of the premises:

Part Ground Floor, 123 Victoria Street, Christchurch

\_\_\_\_\_

155195-3