

DEED OF RENEWAL OF LEASE

GENERAL address of the premises:

Cafe and Cafe Preparation Area situated at 6 Kingsford Smith Drive, Southbrook

DEED dated:

LANDLORD: Melissa Jayne Shipley, Lesley Catherine Shipley, Norman Douglas Shipley and Tracey Emma McCarron as Trustees of the Templar Trust

TENANT: The FitLife Company Limited (Company Number 8409341)

GUARANTOR: Andrew Raymond Mitchell and Caroline Phoebe Mitchell

BACKGROUND:

- A. The landlord and the tenant are the current landlord and tenant under the lease.
- B. The tenant has exercised the tenant's right to take a new lease from the expiry of the current term.
- C. The guarantor acknowledges the guarantor's guarantee of the terms of the lease during the renewed term.

OPERATIVE PART

1.0 Interpretation

1.1 In this deed unless the context otherwise requires:

- (1) "final expiry date" means the date on which the lease expires after all rights of renewal have been exercised as provided in the lease;
- (2) "guarantor" includes the successors, executors and administrators of the guarantor;
- (3) "landlord" includes the landlord's successors, executors, administrators and assigns;
- (4) "lease" means the deed of lease of the premises dated the 26th day of June 2020 and includes any variation, renewal, or extension of the lease;
- (5) "premises" means the premises (including car parks (if any)) leased pursuant to the lease;
- (6) "renewal date" means the 14th day of October 2023
- (7) "renewed term" means the term of the new lease evidenced by this deed of renewal;
- (8) "tenant" includes the tenant's successors, executors, administrators and permitted assigns.

1.2 This deed is supplemental to the lease and expressions and definitions used in this deed have 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.

2.0 Renewed term

- 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 two (2) years commencing on the renewal date.
- 2.2 This deed is the grant of a new lease pursuant to a right of renewal contained in the lease but does not extend the term of the lease beyond the final expiry date.

3.0 Rent and payments

- 3.1 From the renewal date the tenant shall pay an annual rent to the Landlord at the rate of **\$53,545.00** per annum plus GST payable in advance by equal monthly payments of **\$4,462.08** plus GST commencing with a first payment on the renewal date.
- 3.2 During the renewed term the annual rent may be reviewed on the rent review dates (if any) provided in the lease and in the manner specified in the lease.
- 3.3 In addition to the annual rent, the Tenant shall continue to make all the payments provided for in the lease.

4.0 GST

The tenant shall pay all GST payable under the lease.

5.0 Confirmation of other lease covenants

The tenant acknowledges to the landlord that during the renewed term the tenant shall continue to hold the premises on the terms and provisions expressed or implied in the lease subject to the variations set out in this deed, and the tenant covenants with the landlord that the tenant shall observe the provisions of the lease as varied by this deed.

6.0 Guarantor's covenant

The guarantor consents to this deed and confirms to the landlord that the guarantee remains in effect on the terms set out in the lease as varied by this deed.

7.0 Costs

If the lease provides for the tenant to pay the landlord's solicitors costs on any renewal of the lease then the Tenant shall pay the costs of this deed.

8.0 Counterparts

This deed may be executed 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 facsimile or email.

EXECUTED as a deed

SIGNED by the Landlord ** See attached
in the presence of:


Witness Signature

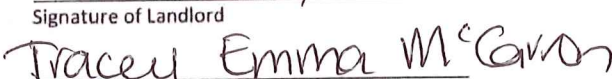

Witness Name


Witness Occupation

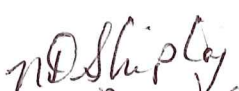

Witness Address


Signature of Landlord

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

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

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


Lesley Catherine Shipley
(Trustee) 239406.0044

Norman Douglas Shipley
(Trustee)

SIGNED by the Tenant
in the presence of:

Signature of Tenant

Andrew Raymond Mitchell

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

Jasmine Greene

Witness Name

Operator

Witness Occupation

92 Kawan Drive, Pegasus

Witness Address

Signature of Tenant

Caroline Phoebe Mitchell

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 Guarantor
in the presence of:

Signature of Guarantor

Andrew Raymond Mitchell

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

Jasmine Greene

Witness Name

Operator

Witness Occupation

92 Kawan Drive, Pegasus

Witness Address

Signature of Guarantor

Caroline Phoebe Mitchell

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

Dated _____

Between
**Melissa Jayne Shipley, Lesley Catherine
Shipley, Norman Douglas Shipley and Tracey
Emma McCarron as Trustees of the Templar
Trust**

Landlord

and
**The FitLife Company Limited (Company
Number 8409341)**

Tenant

and
**Andrew Raymond Mitchell and Caroline
Phoebe Mitchell**

Guarantor



DEED OF RENEWAL OF LEASE

Landlord's Solicitor:

**Sarah Duncraft
Lane Neave
141 Cambridge Terrace
Christchurch 8013**

Tenant's Solicitor:

**Kelsi Mosley
Anderson Lloyd
Level 3, 70 Gloucester Street
Christchurch 8013**

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Landlord's Attestation

Signed by the Landlord
MELISSA JAYNE SHIPLEY as Trustee
of the **TEMPLAR TRUST**
in the presence of

M. J. Shipley

M. J. Shipley

Witness signature

Full name

Occupation

Address

Signed by the Landlord
LESLEY CATHERINE SHIPLEY as Trustee
of the **TEMPLAR TRUST**
in the presence of

L. C. Shipley

L. C. Shipley

Witness signature

Full name

Occupation

Address

Signed by the Landlord
NORMAN DOUGLAS SHIPLEY as Trustee
of the **TEMPLAR TRUST**
in the presence of

N. D. Shipley

N. D. Shipley

Witness signature

Full name

Occupation

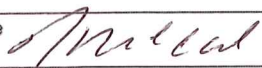
Address

Signed by the Landlord
TRACEY EMMA MCCARRON as Trustee
of the **TEMPLAR TRUST**
in the presence of



T. E. McCarron

Witness signature



Full name



Occupation



Address



lane neave.