

DEED OF RENEWAL OF LEASE

GENERAL address of the premises: The Cafe and Cafe Preparation Area situated at 6 Kingsford Smith Drive, Southbrook

DEED dated: 6 June 2025

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

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 2025
- (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 of the premises for a period of three (3) 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 must 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 or adjusted on the rent review or adjustment 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 must 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 will 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 must pay the costs of this deed.

8.0 Counterparts

- 8.1 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 email.
- 8.2 This deed may be executed by an electronic method and 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.

EXECUTED as a deed

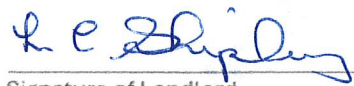
SIGNED by the Landlord See attached
in the presence of:


Witness Signature

Lainie Smith-Mortlock
Witness Name

Manager
Witness Occupation

79 Wai-Ihi Te, Chch 8052
Witness Address


Signature of Landlord

Lesley Catherine Shipley
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

Norman Douglas Shipley
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.

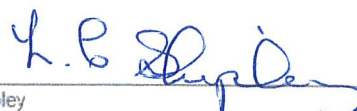
Landlord's Attestation

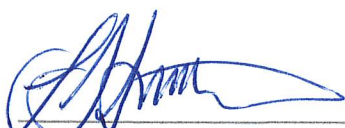
Signed by the Landlord
MELISSA JAYNE SHIPLEY as Trustee
of the **TEMPLAR TRUST**
in the presence of


M J Shipley

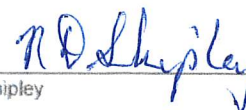

Witness signature
Laine Smith-Mortlock
Full name
Manager
Occupation
79 Wai-Iti Tce, Chch 8052
Address

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


L C Shipley


Witness signature
Laine Smith-Mortlock
Full name
Manager
Occupation
79 Wai-Iti Tce; Chch 8052
Address

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


N D Shipley


Witness signature
Laine Smith-Mortlock
Full name
Manager
Occupation
79 Wai-Iti Tce, Chch 8052
Address

lane neave.

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



T E McCarron



Witness signature

Lainie Smith-Mortlock

Full name

Manager

Occupation

79 Wai-Iti Te, Chch 8052

Address

lane neave.

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

Jane Greene
Witness Name

Operator
Witness Occupation

92 Karam Drive, Pigeon Bay
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:

Andrew Raymond Mitchell

Signature of Guarantor

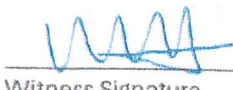
ANDREW RAYMOND MITCHELL

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

Susan Collette Foley
Witness Name

Solicitor
Witness Occupation

Christchurch
Witness Address



Caroline Phoebe Mitchell

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** (available from The Law Association of New Zealand Incorporated: 4098WFP); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from The Law Association of New Zealand Incorporated: 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

Tenant

and

Andrew Raymond Mitchell and Caroline Phoebe Mitchell

Guarantor

DEED OF RENEWAL OF LEASE

Landlord's Solicitor:

Sarah Duncraft
Lane Neave
PO Box 2331
Christchurch

Email: sarah.duncraft@laneneave.co.nz

Tenant's Solicitor:

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