

THIS LEASE is made on the date set out below

BETWEEN PAIHIA CENTRE LIMITED (the "Lessor")

AND YOUNGSOOK YANG and JINKYOUNG LEE (the "Lessee")

The Lessor leases to the Lessee and the Lessee takes on lease the Premises described in Item 5 of the First Schedule together with the non-exclusive right for the Lessee to use in common with the Lessor and others the Common Areas described in clause 1.1.6 of the Second Schedule (subject to the reservations contained in clause 11.4 of the Second Schedule) for the term and at the rental and subject to the terms and conditions set out in the Schedules to this Lease. This Lease comprises this provision and the Schedules specified in Item 21 of the First Schedule and attachments.

DATED the 15th day of August 2012

EXECUTED by PAIHIA CENTRE LIMITED as Lessor by its directors/
in the presence of:

HAYDEN CHARLES SIMPES [Signature]
Full name of director Signature of director

Full name of director Signature of director

[Signature]
Signature of witness

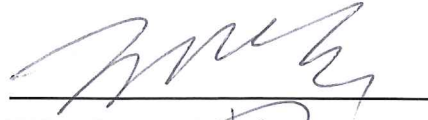
GRAEME CLARK
Full name of witness
SOLICITOR
AUCKLAND

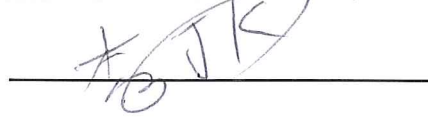
Occupation of witness

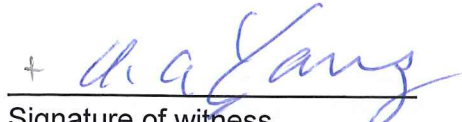
Address of witness

lee [Signature]

EXECUTED by **YOUNGSOOK YANG** and **JINKYOUNG LEE**
as Lessee in the presence of:







+ 

Signature of witness

x Ray Ung Cheol Yang
Full name of witness

x Business man (V/p of WTCE Group)
Occupation of witness

x 3/13, Threemile bush Rd. Kama Whangarei
Address of witness

 
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FIRST SCHEDULE
(REFERENCE SCHEDULE)

ITEM 1: Name and address of Lessor

Paihia Centre Limited
Level 1, 3 Owens Road, Newmarket (P O Box 99887, Newmarket
1149, Auckland)
Attention: Darryl Henry
Telephone: (09) 623 6843
Facsimile: (09) 623 6840

ITEM 2: Name and address of Lessee

Youngsook Yang and Jinkyong Lee
3-13 Three Mile Bush Road
Kamo
Whangerei

ITEM 3: Name and address of Guarantor

N/A

ITEM 4: Description of Centre and Land

The Shopping Centre owned or operated by the Lessor situated on the land being Lots 2 and 3 DP 158605 more particularly described as an estate in fee simple in:

- (i) Certificate of Title NA95A/734 and
- (ii) Certificate of Title NA95A/735

both North Auckland Land Registry and being situated on the corner of Marsden Road and Williams Road, Paihia


SUBJECT to such encumbrances, easements and interests as are noted on the Certificates of Title at any time during the term

ITEM 5: Description of Premises

- (i) That part of the Centre comprising Shop 2 as shown edged in red on the plan annexed hereto having an area of 23.89 square metres approximately; and
- (ii) The use in common with the other tenants and users of the Centre of the common areas of the Centre and reasonable access over the Centre to the Premises.

Lee 

- ITEM 6: Term of Lease**
Six (6) years commencing 1st October 2012
- ITEM 7: Commencement Date**
1st October 2012
- ITEM 8: Expiry date**
30th September 2018
- ITEM 9: (Initial) Basic Annual Rent**
\$22,750.00 plus GST per annum
- ITEM 10: Percentage Rent**
Six (6%) per cent of the Lessee's Gross Sales, plus GST.
- ITEM 11: Lessee's share of Operating Expenses**
- (i) 100% of the outgoings solely attributable to the Premises (not including any outgoings expressly excluded in the Lease); and
 - (ii) a fair and reasonable proportion of the outgoings not solely attributable to the Premises including those related to the common areas of the Centre (not including any outgoings expressly excluded in the Lease) equal to the ratio that the Premises bears to the Centre, the percentage of outgoings at the Commencement Date is 2.113%.
- ITEM 12: Basic Annual Rent Review Dates**
- (i) 1 October 2014;
 - (ii) 1 October 2016.
- ITEM 13: Lessor's Fixtures and Fittings**
Nil
- ITEM 14: Initial amount of Lessee's public risk insurance**
\$2,000,000.00

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ITEM 15: Permitted Use of Premises

The premises shall be used solely for the retail sale of sushi and associated products and no other use is permitted.

ITEM 16: Non-Trading Radius

Two (2) kilometres

ITEM 17: Marketing Fund Contribution

Six (6%) per cent

ITEM 18: Specified Rate of Interest

14 per cent

ITEM 19: Redecoration Dates

Nil

ITEM 20: Remodelling Cost

N/A

ITEM 21: SCHEDULES FORMING PART OF THIS LEASE

First Schedule	Reference Schedule (including plan(s) and Special Provisions, if any)
Second Schedule	General Terms and Conditions
Third Schedule	Rules of the Centre
Fourth Schedule	Operating Expenses
Fifth Schedule	Additional Retail/Percentage Rent provisions
Sixth Schedule	Guarantee and Indemnity

ITEM 22: Accounting Period Dates

Commencement Date of each Accounting Period: 1st July
Final day of each Accounting Period: 30th June

ITEM 23: Fitout value for purposes of Section 12

N/A

ITEM 24: Renewal of Term

If the Lessee has not been in breach of this Lease and has given to the Lessor written notice to renew this Lease at least twelve (12) calendar months before the end of the term then the Lessor will at the cost of the Lessee grant a new lease for a further term from the expiry date shown in Item 8 of this Reference Schedule for the period noted below in this special condition, as follows:

- (a) The Basic Annual Rent shall be agreed upon or failing agreement shall be determined in accordance with clause 3.6 of this Lease but such Basic Annual Rent shall not be less than the Basic Annual Rent payable during the period of twelve (12) months immediately preceding the renewal date.
- (b) The Basic Annual Rent shall be subject to review during the further term on the further term review date(s) (if any) specified in Item 12 of this Reference Schedule, and in any event at the same intervals as apply during the initial term of this Lease.
- (c) The renewal of lease shall be upon and subject to the covenants and agreements expressed and implied in this Lease in relation to the initial term except that:
 - (i) the term of this Lease including the renewals shall expire on or before the final expiry date shown below; and
 - (ii) clause 12.5 shall be deleted after the words "loss of profits arising therefrom".
- (d) Pending the determination of the Basic Annual Rent the Lessee shall pay Rent in the manner provided in clause 3.6.2(h) of this Lease, subject to subsequent adjustment.
- (e) The Lessor, as a condition of granting the renewed lease, shall be entitled to have the renewed lease guaranteed by any guarantor who has guaranteed this Lease on behalf of the Lessee who has given notice.

Number of renewals of lease: Nil

Final expiry date (if renewals exercised): N/A

ITEM 25: LIQUIDATED DAMAGES

The sum which is 0.2% of the Basic Annual Rent for the Premises.

ITEM 26: Special Conditions (if any)

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SECOND SCHEDULE

1. Clause 1.1.5 is amended by the deletion of the words "as a shopping centre" which shall be replaced by the words "as a retail, tourism and hospitality precinct."
2. Clause 1.1.16 is amended by the deletion of the last sentence and replacing it with the following:

"The area of the Premises shall include:

- (i) all the floor space measured from the centre of all inter-tenancy walls and between external surfaces of non inter-tenancy walls (where there are windows in the external walls between the external surfaces of the glass line) without deductions for columns (free standing or protruding) or any other projections within the floor space all measurements to be taken at a height of 1.5 metres above the floor;
- (ii) all areas that are not enclosed but which are for the exclusive use of the Lessee and its invitees; and
- (iii) a share of any areas which are for the use of the Lessee and one or more other lessees and their invitees."

3. Add new clause 1.1.29:

"Working Day" has the meaning ascribed to that expression in the Property Law Act 2007.

4. Delete clause 1.2 and replace with:

"The implied covenants contained in the 3rd Schedule to the Property Law Act 2007, as referred to in sections 218 and 219 of the said Act, are agreed by the parties not to apply to the tenancy created by this Lease and therefore not to form part of this Lease."

5. Delete clause 2.2 and that part of its heading reading "Monthly tenancy/" and replace with:

"If the Lessor permits the Lessee to remain in occupation of the Premises after the expiration or sooner cancellation of the term, such occupation shall be a periodic tenancy only terminable by 20 Working Days' written notice at the Rent then payable and otherwise on the same covenants and agreements (so far as applicable to such a tenancy) as herein expressed or implied. For clarity, the Rent payable on the day following the Expiry Date shall be equal to the total monthly payment payable to the Lessor in the year immediately preceding the Expiry Date".

6. A new clause 1.5 is added as follows:

"Statutes

All references herein to the Property Law Act 1952 and the Building Act 1991 shall be construed and interpreted in accordance with the corresponding provisions in the Property Law Act 2007 and the Building Act 2004."

7. Clause 3.3.2 is amended by the addition of the following:

"The Lessee shall, if required by the Lessor, provide the Lessor with a completed Direct Debit Authority to facilitate the payment of the monies referred to herein".

Lee 

8. A new clause 3.5.8 is added as follows:

"The Lessor shall be entitled to amend the percentage of operating expenses (Item 11 First Schedule) which are solely attributable to the Premises to reflect any subsequent changes to services provided to the Premises or to the Rentable Area of other premises within the building of which the Premises form a part."

9. Clause 3.6.2 (f) is amended by the deletion of the words "are a part of the shopping centre" which words shall be replaced by "as part of a retail, tourism and hospitality precinct".

10. Clause 3.6.3 is deleted and replaced with the following:

"In no event shall the Basic Annual Rent following the Review Date be less than the greater of;

- a. The Basic Annual Rent payable immediately prior to the Review Date; or
- b. the Basic Annual Rent payable immediately prior to the Review Date increased by the increase in the Consumer Price Index (All Groups) for the period from the quarter preceding the Commencement Date or the previous Rent Review Date to the quarter preceding the Rent Review Date being actioned."

11. A new clause 3.9 is added as follows:

"The Lessee acknowledges that late payment of rent or any other sums payable by the Lessee to the Lessor will cause increased accounting and processing costs to be incurred by the Lessor in addition to increased charges which the Lessor may face due to the inability to meet ongoing commitments promptly. If the sum or sums payable are not received by the Lessor on or within fourteen (14) days of the due date for payment or, in case of sums payable pursuant to clause 3.8.1 and 3.8.2 on or before the due date for the instalment advised by the Lessor or, if there is not a date for payment on the date of demand by the Lessor, the Lessee agrees to pay the Lessor a late charge equal to ten per cent (10%) of the sum or sums unpaid together with all reasonable legal fees and disbursements incurred by reason of the Lessee's default. The Lessee acknowledges that the late charge is a fair and reasonable estimate of the additional costs incurred by the Lessor. The late charge shall be in addition to and not in substitution for any other right or remedy available to the Lessor and acceptance of the late charge by the Lessor shall not constitute a waiver of any breach of any of the covenants expressed or implied in this Lease."

12. Clause 4.1 is amended by deleting the words:

"and nor shall the Lessee mortgage or charge the Premises or this Lease PROVIDED that the Lessee shall be entitled to grant a debenture in customary form to a trading bank in the ordinary course of business. In such case the Lessee shall promptly notify the Lessor of such debenture being given but in no event will the Lessor be obliged to acknowledge or specifically consent to any such debenture."

and by adding in the same place the words:

"The Lessor shall not unreasonably withhold its consent to the Lessee giving security over this Lease where the Lessee demonstrates that the security is a genuine security to finance the Lessee's property or the Lessee's business carried on from the Premises and also demonstrates that the relevant security documentation properly protects the Lessor's position in relation to the Premises and the Centre."

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13. Clause 4.1 is further amended by the insertion of the words "or the date that the Lease was last assigned" at the end of the second sentence of the second paragraph of that clause.

14. Clause 4.3 and its heading are deleted.

15. A new clause 5.3.4 is added as follows:

"The Lessee shall immediately redecorate any part of the Premises affected by graffiti or deterioration."

16. Clause 5.4.3 is amended by the deletion of the words "broken glass" which shall be replaced by the words "damaged glass".

17. New clause 5.7.4 is added as follows:

"Notwithstanding the provisions of clause 5.7.1 the Lessor shall have the option on expiry or earlier determination of the Lease to purchase the Lessee's fit-out and chattels in the Premises at the valuation established by an independent valuer appointed by the Lessee at the cost of the Lessor."

18. A new clause 5.8.7 is added as follows:

"The Lessee shall obtain the Lessor's prior written consent before making any application under the Resource Management Act 1991. The Lessor may withhold consent to any application which would or could have the effect of limiting in any way the available uses or development potential of any part of the Land or the Centre."

19. A new clause 5.8.8 is added as follows:

"If the Permitted Use is the subject of existing use rights protected under Section 10 of the Resource Management Act 1991 or any other act, the Lessee shall ensure that the Premises are used and occupied to such extent, and in such manner, as to preserve such existing use rights except to the extent that such use and occupation is not within the Permitted Use."

20. The following words are added to the end of clause 6.5:

"and except as otherwise provided in the Property Law Act 2007."

21. Clause 8.2.2 shall be deleted and replaced with the following:

"The Lessor and the Lessee acknowledge and agree (a) that it is important to the success of the Centre as a whole that the trading hours covenant in clause 8.2.1 is strictly observed at all times; (b) that a breach of clause 8.2.1 will cause loss to the Lessor and the Centre as a whole; (c) that such loss is likely to be difficult to calculate and is difficult to estimate in advance; and (d) that the parties wish to avoid the time, cost and uncertainty that may be involved in determining damages consequent upon a breach of the clause.

The parties therefore agree that the Lessee shall pay to the Lessor liquidated damages, by way of an estimate of loss likely to result from a breach of clause 8.2.1, calculated at the rate specified in Item 25 in the First Schedule herein for every hour during which the Lessee fails to open the Premises and conduct the

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Lessee's business between the hours of 10 AM and 5 PM daily except for public holidays.

The Lessee acknowledges that this figure is a genuine pre-estimate based on the circumstances existing as at the date of this Deed of the likely losses that would be incurred as a breach of this covenant.

The Lessor acknowledges that this charge will not apply where the premises are closed for refurbishment or changes to the fitout or some other genuine purpose previously agreed to in writing by the Lessor."

22. A new clause 8.2.5 is added as follows:

"If the Permitted Use of the Premises as per Item 15 of the First Schedule specifies that the Premises are to be used as a restaurant or café, then the Lessee shall ensure that all items on the menu at the Premises strictly comply with the terms of that Permitted Use and the Lessee shall upon request provide a copy of the current menu in use at the Premises."

23. Clause 8.9 is amended by the addition of the following words at the end of that clause:

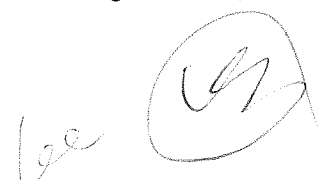
"Where there is no separate meter for the supply of the abovementioned utilities and the Lessee receives the benefit of the same then the Lessee will discharge the reasonably apportioned cost of those utilities either as an added item within the Operating Expenses for the Premises or by direct invoice from the Lessor. In circumstances where the Lessee provides the benefit of the abovementioned utilities to the lessee of adjacent premises, the Lessor will arrange for a reasonably apportioned cost of the same to be reimbursed to the Lessee in the manner set out above."

24. Clause 8.16 is amended by the addition of the following words at the end of that clause:

"The Lessor's rights contained in this clause shall permit the Lessor to allow the installation of aerials, signage and billboards on the exterior of buildings forming part of the Centre provided however that such installations shall not interfere with the Lessee's use and enjoyment of the Premises."

25. A new clause 8.17 is added as follows:

"The Lessee agrees that it will make no objection and will if called upon to do so by the Lessor sign a consent in a form satisfactory to the Lessor's solicitors and otherwise do all such things as the Lessor may reasonably require to support the Lessor in any application to any relevant authority for such consent as may be required under the Resource Management Act 1991 or any other enactment imposing the need to obtain consent for any development proposal by the Lessor or the owner of any of the Land relating to the use of the Centre or any part of the Centre as a retail, dining and entertainment precinct or the use of such adjacent land to the Centre, in respect of which the Lessor or the owner of any of the Land holds an interest, for such purpose or purposes as may in the Lessor's opinion complement the Centre. For the purposes of this provision the term "development proposal" shall include without imposing any limitation any proposal by the Lessor or the owner of any of the Land involving the expansion, alteration, re-organisation, redevelopment or re-structuring of the Centre."



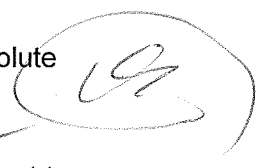
26. Clauses 9.1 to 9.4 inclusive are deleted.
27. Clause 9.5 is deleted and replaced with:
 "The Lessor has the right at any time to establish a Marketing Fund ("Fund"). The Fund will be controlled and operated by the Lessor."
28. Clause 10.1.1 is deleted and replaced with:
 "the Basic Annual Rent and/or the Percentage Rent shall be in arrears for 10 Working Days after any of the rent payment dates and the Lessee has failed to remedy that breach within 10 Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007; or"
29. Clause 10.1.2 is deleted and replaced with:
 "there shall be a breach by the Lessee of any other covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay Basic Annual Rent and/or the Percentage Rent but including, by way of example only, the Lessee's obligation to pay Operating Expenses or Marketing Fund levies or any other payments due under this lease) and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007; or"
30. Clause 10.1.4 and clause 10.1.5 [(a) to (d) inclusive] are deleted.
31. Clause 10.3 is deleted.
32. Section 12 of the Second Schedule shall be deleted and replaced with the following:

Right to carry out work to Centre or require Lessee to surrender of lease

12.1 Notwithstanding anything herein contained and the demise contained within this Lease from the Lessor to the Lessee of the Premises it is hereby acknowledged and agreed by the Lessee that in order to allow overall management and development of the Centre which may include without limitation expansion, alteration, demolition, development, management and tenancy rearrangement which the Lessor in its sole discretion elects to carry out, the Lessor is to have the right to:

12.1.1 carry out work to the Centre and the Premises upon the following terms and conditions:

- (a) The Lessor must not commence to carry out any alteration or refurbishment of the Centre which is likely to adversely affect the Lessee's business unless:
 - (i) the Lessor has notified the Lessee in writing of the proposed alteration or refurbishment at least two (2) months before it is commenced; or
 - (ii) the alteration or refurbishment is necessitated by an emergency and the Lessor has given the Lessee the maximum period of notice that is reasonably practicable in the circumstances.
- (b) The Lessor has the right at any time and in its absolute

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discretion:

- (i) subject to clause 12.5.1 (a) to add to, alter, renovate or rebuild the Centre both externally and internally.
 - (ii) to carry out, install, maintain, use, repair, alter and replace through, along, in, or into the Premises all works necessary to achieve its purpose including but not limited to any strengthening work necessary, equipment, fire sprinkler systems, electrical wiring, water and sewerage connections, drains, sewers, pipes, conduits, wires, cables, vents and flues;
 - (iii) to add to, alter, renovate, repair, upgrade or replace the Lessor's fixtures and fittings;
 - (iv) to enter the Premises for such purposes; and
 - (v) to do anything not specifically contrary to the terms of this Lease that the Lessor reasonably believes is in the best interests of the Centre.
- (c) During such time as the Lessee is unable to trade from the Premises while any such work is being carried out the Lessor will compensate the Lessee for the net profit which it loses while it is unable to trade and for all fixed costs for that period. Fixed costs shall include all wages, equipment rental/hire charges and other such costs which are unable to be avoided because of the period during which the Lessee will be unable to trade. If the parties are unable to agree any matter connected with compensation the dispute shall be determined by an expert appointed by the President of the Institute of Chartered Accountants of New Zealand (Auckland Branch). The Lessor shall also restore the Premises following completion of the work which such modifications as are necessary to accommodate the work. For the avoidance of doubt no compensation is payable where any work is being carried out under any other provision of this lease which permits the Lessor to carry out such work.
- (d) Where the extent of the work does not prevent the Lessee from trading the Lessor must use all reasonable endeavours to minimise the disruption to the Lessee's use and occupation of the Premises

and

12.1.2 require the Lessee to surrender its lease of the Premises upon the following terms and conditions:

- (a) At any time or times during the continuance of the Term of this Lease the Lessor shall be entitled to give written notice ("the Lessor's Notice") to the Lessee that the Lessor requires this Lease to be surrendered on a date ("the date of surrender") to be specified in the Lessor's Notice being a date which is not less than 4 months from the service of the Lessor's Notice.
- (b) On the surrender of this Lease pursuant to sub-clause (a)

hereof:

- (i) the Lessee shall on the date of surrender yield up vacant possession of the Premises as if this Lease had expired by effluxion of time;
- (ii) the Lessee shall deliver to the Lessor its copy of this Lease and do all such acts and things and sign all such documents as are reasonably required of it by the Lessor to effect the surrender; and
- (iii) each party shall pay that party's own costs of and incidental to the preparation and execution of such surrender and the Lessee shall pay any stamp duties thereon.

- (c) Compensation shall be paid by the Lessor to the Lessee on the date of surrender calculated in accordance with the following formula:

$$A \times B / C = D \text{ (plus GST)}$$

where A = the total capital cost expended by the Lessee in fitting out the Premises at the commencement of the Term. Where the total capital cost has been certified by the Lessee's accountant and provided to the Lessor within four months of the commencement of the Term that certified figure shall be used. If it has not been so certified the figure to be used as "A" shall be 80 percent of the total capital cost determined by the Lessor's quantity surveyor acting as an expert. The figure is to exclude any cost expended by the Lessee in fitting out the Premises for any previous lease term. The Lessor may at its sole discretion allow "A" to be increased by the cost of any refurbishment work completed during the Term.

B = the unexpired term of the Lease in months or the number of months to the sixth anniversary of the Commencement Date whichever is smaller.

C = the term of the Lease in months or 72 whichever is smaller.

D = the compensation for fitout payable by the Lessor to the Lessee.

All amounts are to be recorded exclusive of GST and are determined at the date of surrender.

- 33. Clause 13.6.1 is amended by removing the words "Section 152 of the Property Law Act 1952" and substituting the words "the Property Law Act 2007."
- 34. Add new clause 13.6.3:

"Notwithstanding clauses 13.6.1 and 13.6.2 any notice purporting to cancel this Lease must comply with the provisions of section 353 of the Property Law Act 2007."
- 35. Clause 13.9.1 is amended by redefining "LEADR" as "Leading Edge Alternative Dispute Resolvers".
- 36. A new clause 13.13 is added as follows:

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"In addition to the installation of customer counters referred to in clause 13.12 above the Lessee shall fully cooperate with the Lessor in relation to all research projects and measures adopted by the Lessor to ascertain the volume of pedestrian traffic at the Centre. The Lessee shall permit invitees and customers within the Premises to be surveyed in connection with such projects and measures."

37. A new clause 13.15 is added as follows:

"Marketing Initiatives

In addition to the Lessee's obligations in Section 9 hereof the Lessee shall fully participate in and cooperate with the Lessor in all marketing initiatives implemented by the Lessor. This obligation requires the Lessee to prominently display marketing materials in the Premises including without limitation posters, table-talkers, competition entry boxes and to permit the installation of decorative lighting at the Premises in accordance with the Lessor's reasonable requests and requirements."

38. A new clause 13.16 is added as follows:

"Grant Head Lease

The Lessor may grant a head lease of the Centre or any part thereof and/or the Lessor may sell the Centre or any part of the Centre or its estate or interest therein and accept a head lease of the Centre."

39. A new clause 13.17 is added as follows:


"Mortgagee's Consent

The Lessor shall not be obliged to seek the consent of any mortgagee of the Land to this Lease."

40. A new clause 13.19 is added as follows:

"Notwithstanding any financial disclosure obligations on the part of the Lessor contained herein, if formally requested by the Lessee, the Lessor shall at the Lessee's expense engage and appoint an auditor to carry out an audit of the Marketing Fund or the Operating Expenses accounts. If such audit reveals a discrepancy of more than three (3%) per cent in those accounts then the Lessor shall bear the costs relating to the audit."

Lee



THIRD SCHEDULE
(RULES OF THE CENTRE)

41. Clause 8 shall be deleted and replaced with the following:

“8.1 The Lessee shall remove waste in the manner directed by the Lessor and in no circumstances shall waste of any nature be placed outside the front of the Premises.”

8.2 The Lessee shall fully utilise any recycling services or facilities provided or arranged by the Lessor in the manner specified by the Lessor.”

42. The following is added to rule 12 in the Third Schedule:

“The Lessee shall cooperate with any adjacent lessee regarding the frequency and use of any shared air conditioning system. The Lessee will abide by the Lessor’s directions as to the times when such air conditioning system is to be operated.”

43. A new clause 31(d) shall be added as follows:

“The Lessee shall enforce a smoke-free policy which prohibits any employee of the Lessee from smoking in the carparks, service areas and footpaths adjacent to the Premises.”

44. A new clause 34 shall be added as follows:

“Lessor’s Trademark

The Lessee shall not use the Lessor’s Trademark (which may vary from time to time) without the express prior written consent of the Lessor and any such use of the Lessor’s Trademark shall be as controlled and directed by the Lessor.”

45. A new clause 35 shall be added as follows:

“Conduct and Noise

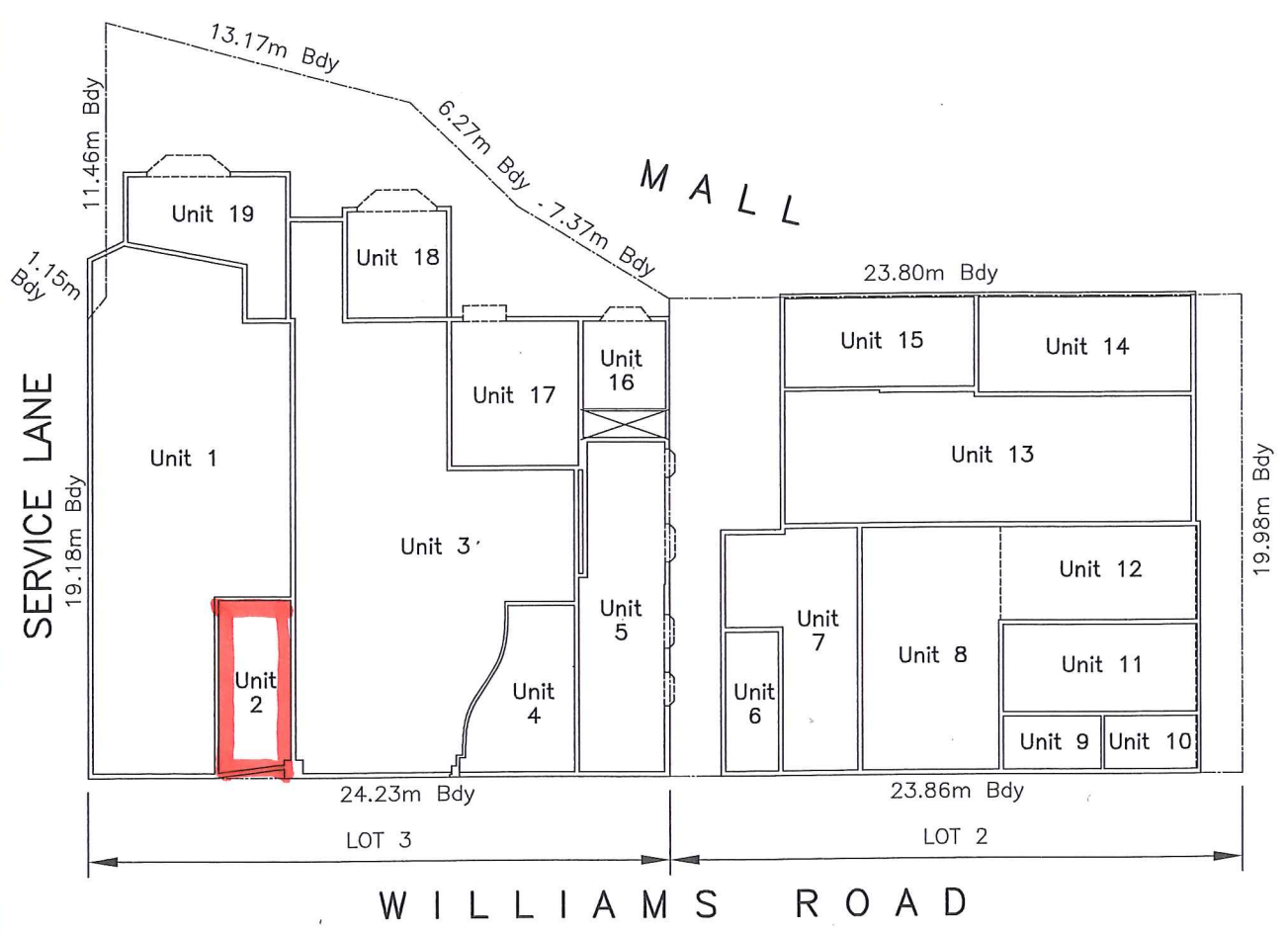
The Lessee and the clerks, servants, employees, agents, workmen, clients, customers and visitors of the Lessee shall:

- a) not make or permit any improper or unseemly noises in the Centre or which can be heard outside the Centre and which are a nuisance to the occupiers of residences adjacent to the Centre;
- b) not empty any bottles and cans into receptacles outside the Premises after 8.00pm on any night or before 8.00am on any morning;
- c) comply with the noise levels for the Premises prescribed by the Resource Management Act and/ or the Authority; and
- d) not interfere in any way with other lessees or persons in the Centre or mark or otherwise deface the Centre.”

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SERVICE LANE



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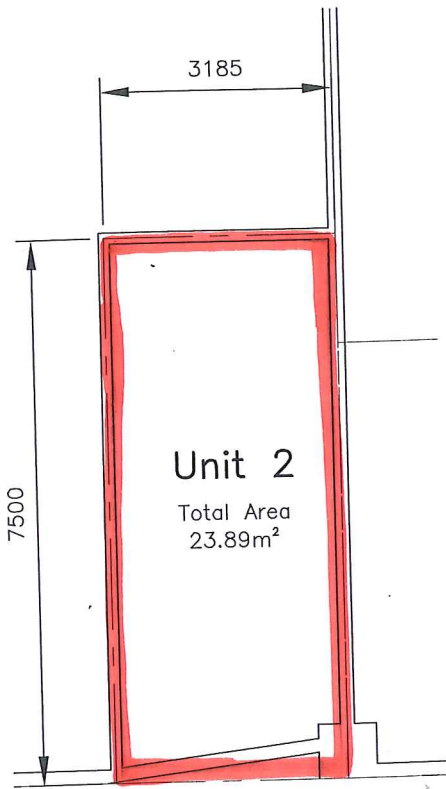
MARSDEN ROAD

WILLIAMS ROAD




Fraser Thomas
 ENGINEERS AND SURVEYORS
 P.O. Box 154, Paihia

UNIT LAYOUT PLAN
 RETAIL HOLDINGS LTD
 cnr WILLIAMS AND MARSDEN RDS, PAIHIA

DRAWING NUMBER
 37928/1
 SCALE: 1:300 (A4)



W I L L I A M S R O A D

	Ground floor walls
	Mezzanine walls
	Unit Lease Lines

Fraser Thomas
ENGINEERS AND SURVEYORS
P.O. Box 154, Paihia

UNIT 2 PLAN
RETAIL HOLDINGS LTD
cnr WILLIAMS AND MARSDEN RDS, PAIHIA

DRAWING NUMBER
37928/5

SCALE: 1:100 (A4)

A