

DEED OF ASSIGNMENT OF LEASE

DATE: 22nd April 2013

ASSIGNOR: YOUNGSOOK YANG & JINKYOUNG LEE

ASSIGNEE: AVO SUSHI LIMITED

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

GUARANTOR: JINKYOUNG LEE & GYOIN RO
(of Assignee)

LANDLORD: PAIHIA CENTRE LIMITED

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.

DA (14) [Signature]
lee

SIGNED by the Assignor*
in the presence of:

[Signature]
Witness Signature
Namlee Kan
Witness Name
Solicitor
Witness Occupation
Auckland
Witness Address

[Signature]
Signature of Assignor

YOUNGSOOK YANG
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

[Signature]
Signature of Assignor

JINKYOUNG LEE
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Assignee*
in the presence of:

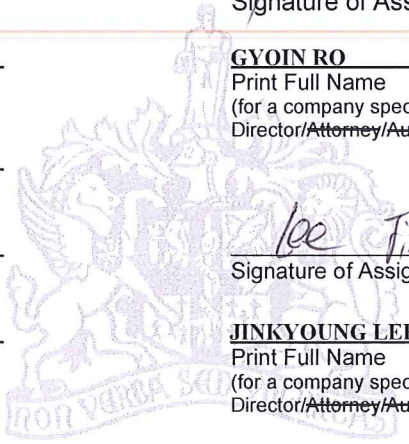
[Signature]
Witness Signature
Namlee Kan
Witness Name
Solicitor
Witness Occupation
Auckland
Witness Address

[Signature]
Signature of Assignee

GYOIN RO
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

[Signature]
Signature of Assignee

JINKYOUNG LEE
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)



SIGNED by the Landlord*
in the presence of:

[Signature]
Witness Signature
Witness Name GRAEME CLARK
SOLICITOR
Witness Occupation AUCKLAND
Witness Address

[Signature]
Signature of Landlord

Darryl Roger HENRY
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

[Signature]
Signature of Landlord

Haydn Charles STAPLES
Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – please refer to the note on page 3

[Handwritten initials]
[Handwritten initials]
[Handwritten initials]

SIGNED by the Guarantor*
in the presence of:

[Signature]
Witness Signature

Namlee Kan
Witness Name

Secretary
Witness Occupation

Backland
Witness Address

Lee Jim Kyung
Signature of Guarantor

JINKYOUNG LEE
Print Full Name
(for a company specify position:
Director/~~Attorney/Authorised Signatory~~)

[Signature]
Signature of Guarantor

GYOIN RO
Print Full Name
(for a company specify position:
Director/~~Attorney/Authorised Signatory~~)

SIGNED by the Shareholder(s) and Director(s)
in the presence of:

Signature of Shareholder/Director

Witness Signature

Print Full Name

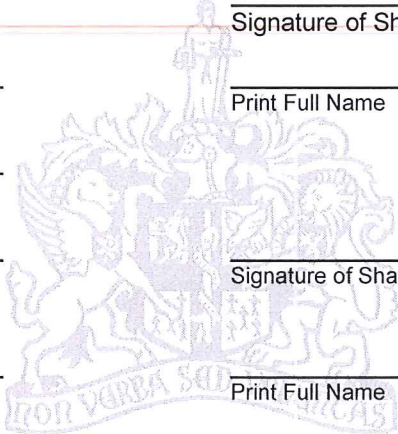
Witness Name

Signature of Shareholder/Director

Witness Occupation

Witness Address

Print Full Name



* If appropriate, add:
"by its director(s)" OR "by duly appointed attorney"

Note: **Signing by a company** – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

[Signature] [Signature]
Lee

FIRST SCHEDULE

- 1. **PREMISES:** The part of the Centre comprising Shop 2 on the land being Lots 2 and 3 DP 158605 more particularly described as an estate in fee simple in NA95A/734 and NA95A/735
- 2. **CAR PARKS:**
- 3. **DATE OF LEASE:** 1 Oct 2012
- 4. **RIGHTS OF RENEWAL:** Six(6) years
- 5. **FINAL EXPIRY DATE:** 30 September 2018
- 6. **ANNUAL RENT:**

	Premises	\$ 22,750.00	plus GST per annum
(Subject to review if applicable)	Car Parks	\$ 0.0	plus GST per annum
	TOTAL	\$ 22,750.00	plus GST per annum
- 7. **EXPIRY DATE OF CURRENT TERM:** 30 September 2018
- 8. **BUSINESS USE:** ~~Sushi Takeaway~~ *Sushi Takeaway* Lee (U)
The premises shall be used solely for the retail sale of sushi and associated products and no other use is permitted. Lee (U)
- 9. **DATE OF ASSIGNMENT:** ~~19 March 2013~~ *19 March 2013* Lee (U)
- 10. **RESTRAINT OF TRADE PERIOD:** ~~Two(2) kilometres~~ *Two(2) kilometres*
- 11. **RESTRAINT OF TRADE RADIUS:**
- 12. **LEASE VARIATIONS:**

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.

THIRD SCHEDULE

- 1. **FROM** the Date of Assignment the Guarantor:
 - 1.1 Guarantees to the Assignor and the Landlord the performance by the Assignee of all the tenant's obligations under the Lease.
 - 1.2 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.

DA Lee (U) Lee (U)

Dated 22nd April 2013

Between
YOUNGSOOK YANG & JINKYOUNG LEE

Assignor

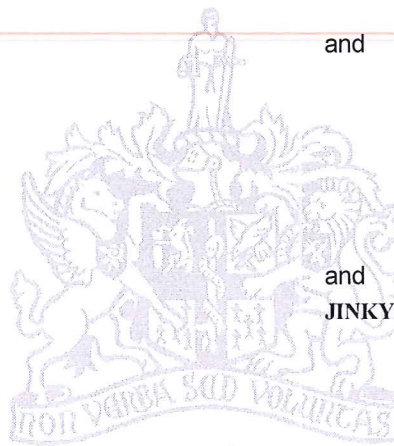
and
AVO SUSHI LIMITED

Assignee

and

Shareholder(s)

and



Director(s)

and
JINKYOUNG LEE & GYOIN RO

Guarantor

and
PAIHIA CENTRE LIMITED

Landlord

DEED OF ASSIGNMENT OF LEASE

DM

CS
CS
[Signature]