DATED 1st September 2008

BETWEEN

LINWOOD DOWNS LIMITED
("as Lessor")

AND

RD1 LIMITED
("as Lessee")

DEED OF RENT REVIEW

RICHARD BLACKWOOD
SOLICITOR
PUKEKOHE

Deed of Rent Review

PARTIES

1. **LINWOOD DOWNS LIMITED** a duly incorporated company having its registered offices at Thames ("lessor")

2. **RD1 LIMITED** a duly incorporated company having its registered offices at Hamilton ("lessee")

BACKGROUND

A. By the lease referred to in clause 1.1 the premises referred to in clause 1.1 were leased at the rental and on the terms and provisions contained in the lease.

B. The lessor and the lessee are currently the respective the lessor and lessee under the lease.

C. The lease makes provision for the rental to be reviewed and the lessor and the lessee have agreed upon the rental to be paid for the rental period.

THIS DEED WITNESSES

1. Interpretation

1.1 In this deed:

"Lease" means the Deed of Lease dated 1 December 2004 made between Pahiatua One Limited as landlord and RD1 Limited as Tenant and includes any variation or renewal or extension of the lease;

"Lessor" and "lessee" includes their respective successors, executors, administrators and permitted assigns;

"Premises" means the premises leased pursuant to the lease.

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

LwE

S.M.M.

2. New Rental

In pursuance of the provision for rent review contained in the lease, it is agreed between the lessor and the lessee that the rental payable from 29 July 2008 until the next rent review under the lease is $76,800 per annum plus goods and services tax payable by equal calendar monthly payments of $6,400 plus goods and services tax in advance in the manner fixed in the lease.

3. Confirmation of other lease covenants

The lessee acknowledges, the lessee shall continue to hold the premises on the same terms and provisions expressed or implied in the lease subject to the variations set out in this deed, and the lessee covenants with the lessor that the lessee shall duly and punctually perform and observe the covenants and provisions of the lease as varied by this deed.

4. Costs

Each party will pay their own costs associated with the preparation and execution of this deed.

EXECUTION

This deed was executed the 1st day of September 2008

EXECUTED by **LINWOOD DOWNS LIMITED** as lessor in the presence of))

Director

S.M. Madgwick.

EXECUTED by **RD1 LIMITED** as lessee in the presence of))

Colin Taylor
Director

CHRISTINE GRANT
ACCOUNTANT
AUCKLAND

Barry Harris
Director

DISCLOSURE STATEMENT

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.