

Extension of Lease Agreement

THIS AGREEMENT made as of the 8th day of October, 2016

BETWEEN:

Sunnycrest Mall Ltd.
300, 550 Burrard Street
Vancouver, BC V6C 2B5

(the "Landlord")

AND:

Chung & Wong Restaurant Ltd.
Inc. No. BC1093176
Unit 26 - 900 Gibsons Way
Gibsons, BC V0N 1V7

(the "Tenant")

AND:

Stephen Chi Chung
17539, 91 Street NW
Edmonton, AB T5Z 2M1

and

Yiu (Tim) Wong
5947 Shoal Way
Sechelt, BC V0N 3A6

(collectively, the "Indemnifier")

WHEREAS By a lease dated January 9, 2003, a lease assignment & modification dated February 9, 2006, a renewal of lease agreement dated January 3, 2008, a lease renewal and modification agreement dated February 18, 2011, and an assignment of lease dated October 7, 2016 (collectively the "Lease"), the Landlord leased to the Tenant, as successor in interest to Jimmy Chu) the premises, at the Shopping Centre known as Sunnycrest Mall, and at the address civically described as unit no. 26, at 900 Gibsons Way, Gibsons, of British Columbia, comprised of approximately 1,215 square feet of rentable area (the "Premises"), and more particularly described in the Lease for a current term ending on December 31, 2017 (the "Term"), with all rights of renewal or extension as therein may be contained, at the rental and subject to the covenants and provisions contained in the Lease.

AND WHEREAS The Tenant has requested and was granted the right to extend the Term of the Lease for a further period of five (5) years (the "Extension Term"), on the terms and conditions provided in this Agreement.

NOW THEREFORE in consideration of the covenants and consent contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Extension Term:** In consideration of the rents, covenants, conditions, and agreements hereinafter respectively reserved and contained, the Landlord hereby grants the Tenant a lease of the Premises for the Extension Term commencing on January 1, 2018 and ending on December 31, 2022.
2. **Minimum Rent:** During the Extension Term, the Tenant covenants and agrees to pay to the Landlord, or as the Landlord may in writing direct, in lawful money of Canada, without any set-off, compensation, or deduction whatsoever, payable in equal monthly installments in advance on the first (1st) day of each and every month as herein specified, in addition to all Additional Rent and other amounts payable under the Lease, an annual Minimum Rent plus applicable taxes that will be:

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Rent Commencement	Rent per Sq.Ft.	Rent per Month	Rent per Annum
January 1, 2018 - December 31, 2020	\$22.00	\$2,227.50	\$26,730.00
January 1, 2021 - December 31, 2022	\$23.00	\$2,328.75	\$27,945.00

3. **No Inducements:** There will be no inducements of any kind under the Extension Term, including, but not limited to, free rent, tenant improvements or Landlord work, unless specified herein.

4. **Extension Option:** Provided that the Tenant duly and punctually pays the Rent and all other monies payable by it under the Lease and performs and has consistently performed all of its obligations under the Lease duly and punctually and in accordance with the Lease and has otherwise not been in default of any of its obligations to the Landlord under the Lease beyond any applicable cure or grace period, then the Tenant will have the right, exercisable by written notice to the Landlord, not earlier than twelve (12) months and not later than six (6) months prior to the expiration of the Extension Term, to extend the term of the Lease for one (1) further period term of five (5) years (the "Second Extension Term"), commencing on the day immediately succeeding the expiry date of the Extension Term, upon all of the covenants, agreements, conditions, and provisos contained in the Lease, except this option to extend and any provisions for Landlord's work, free rent, bonuses, leasehold improvements, leasehold allowances, fixturing periods, concessions or inducements of any nature and except for the Minimum Rent to be paid during the Second Extension Term. Such Second Extension Term will end at midnight on the day immediately preceding the fifth (5th) anniversary of the first day of the Second Extension Term, unless sooner terminated in accordance with the provisions of the Lease, and at the expiration of the last day of the Second Extension Term there will be no further right of extension. The Minimum Rent payable during the Second Extension Term will be the then current market rental rate for the Premises for space of comparable size, quality and location (provided that the annual Minimum Rent payable during such Second Extension Term will not be less than the annual Minimum Rent payable during the last year of the immediately preceding Extension Term), or failing agreement by the parties on such market rental rate within one hundred twenty (120) days prior to the expiry of the First Extension Term, as determined by arbitration based on the criteria set out above, by arbitrator(s) under the relevant Arbitration Act, and amendments thereto, or any like statute in effect from time to time, and the decision of such arbitrator(s) will be final and binding upon the parties. Such arbitrator(s) will not be restricted to charging the fees provided for in the said Arbitration Act. The costs of such arbitration will be borne equally by the parties. Except as otherwise provided for herein, the provisions of the said Arbitration Act will apply. The exercise of the extension option is solely within the control of the Tenant, and nothing contained in the Lease obligates or requires the Landlord to remind the Tenant to exercise its extension option(s). The Landlord's acceptance of any prepaid Rent for the Second Extension Term will in no way be deemed a waiver of the Tenant's requirement to give notice within the time limit specified herein for extending any extension term. The Tenant will execute a separate extension agreement if required by the Landlord to do so.

5. **Security Deposit:** The parties acknowledge that no Security Deposit is being held by the Landlord as of the date hereof.

6. **Continuing Effect:** This Agreement as and from the date hereof, will be read and construed along with the Lease and treated as a part thereof and the parties agree that all agreements, covenants, conditions, and provisos contained in the Lease, except as amended or altered in this Agreement, will be and remain unaltered and in full force and effect. The Landlord and the Tenant acknowledge and agree to perform and observe, respectively, the obligations of the Landlord and the Tenant under the Lease as amended and modified hereby.

7. **Headings:** The headings to the paragraphs of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. All terms capitalized in this Agreement and not otherwise defined in this Agreement will have the same meaning as in the Lease.

8. **Indemnity:** The Indemnifier covenants and agrees with the Landlord that its indemnification for the benefit of the Landlord contained in the Lease as amended by the assignment of lease dated October 7, 2016 will be extended and continues in full force and that at all times during the Extension

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Term the Indemnifier will be bound to the Landlord as provided in the Lease as amended by the assignment of lease dated October 7, 2016.

- 9. Jurisdiction: This Agreement, and the terms hereof will be governed by and construed in accordance with the laws of the jurisdiction set out in the Lease.
10. Enurement and Authority: This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns. For greater certainty, the parties hereby acknowledge and agree that this Agreement will be conditional upon the completion of the assignment of lease dated October 7, 2016, and if the assignment is not completed, this Agreement will be rendered null and void without notice and the Lease remains unaltered and in full force and effect as if this Agreement did not exist.
11. Acceptance and Counterparts. Transmission of acceptance of this Agreement by all parties may be communicated by way of facsimile transmission and E-mail submission as PDF, without limiting other methods of communicating acceptance available to the parties pursuant to the Lease, and may be signed and executed in any number of counterparts. When so executed and transmitted all executed counterparts taken together will constitute one and the same instrument and will be deemed to be an original and will have the same force and effect as an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written and the parties hereto acknowledge recommendation that they obtain independent legal advice from their legal counsel prior to executing this document.

LANDLORD
SIGNED AND DELIVERED by the Landlord
Sunnycrest Management Ltd.
Per its authorized signatories:
Authorized Signatory
Authorized Signatory

I/we have authority to bind the corporation

TENANT
SIGNED AND DELIVERED by the Tenant
Chung & Wong Restaurant Ltd.
Per its authorized signatories:
I/we have authority to bind the corporation
Authorized Signatory
Authorized Signatory

SIGNATURES CONTINUE ON THE NEXT PAGE

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Per its authorized signatories:)
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Authorized Signatory)
I/we have authority to bind the corporation)

TENANT)
SIGNED AND DELIVERED by the Tenant)
Chung & Wong Restaurant Ltd.)
Per its authorized signatories:)
I/we have authority to bind the corporation)
)
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_____)
Authorized Signatory)
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)
_____)
Authorized Signatory)

SIGNATURES CONTINUE ON THE NEXT PAGE

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INDEMNIFIER

SIGNED AND DELIVERED by the Indemnifier,)
Stephen Chi Chung, in the presence of:)

Wong
Witness Signature)

DON LONG
Print Name)

CHEF
Occupation)

8322 170 AVE
Address)
EDMONTON AB
T5Z 3G8

[Signature]
Stephen Chi Chung

AND BY

SIGNED AND DELIVERED by the Indemnifier,)
Yiu (Tim) Wong, in the presence of:)

Lai Tang
Witness Signature)

Lai Tang
Print Name)

Payroll Admin.
Occupation)

5793 Trail Ave, Sechelt
Address)
BC V0N
3A6.

[Signature]
Yiu (Tim) Wong