

This Indenture made this 19th day of December 2017,
Pursuant to the Land Transfer Form Act, Part 2

BETWEEN:

CANADIAN MR. SWEEPER INC.
#402, 17665-66A Avenue,
Surrey, B.C. V3S 2A7

(hereinafter referred to as the "Landlord")
OF THE FIRST PART

AND:

Qingyong "John" Hu & Jinkun "Quinn" Yu
Or company to be incorporated,
#108a - 5530 Wharf Ave., Sechelt, BC V0N 3A3



(hereinafter referred to as the "Tenant")
OF THE SECOND PART

AND:

Qingyong Hu
6563 Reid Rd.,
Chilliwack, BC VR2 2Z8

Jinkun Yu
3 Killdeer Pl.,
Osoyoos BC, V0H 1V5

(hereinafter referred to as the "Guarantor(s)")
OF THE THIRD PART

WITNESS that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord does hereby lease and demise unto the Tenant, those certain premises situate at 5530 Wharf Avenue, in the District of Sechelt, in the Province of British Columbia, and which are more particularly known and described as that part of:

Parcel Identifier 023-665-157 Lot A, Block 8,
District Lot 303 Group 1, New Westminster
District Plan 8572

(hereinafter referred to as "Wharf Plaza" complex)

outlined in yellow on the drawing attached hereto as Schedule "A" Unit #108A & 109A of the Wharf Plaza complex comprising approximately 2,022 square feet measured from the centre line of the outside walls and demising walls. The premises will include use of the designated outdoor seasonal seating area in front of the premises.

(hereinafter referred to as the "demised premises")

TO HAVE AND TO HOLD the demised premises unto the Tenant for and during the term of five (5) years commencing the first day of April, 2018 and ending on the 31st of March, 2023 and YIELDING THEREFOR for the term the sum as follows:

Year 1 to Year 3: \$ 18.00 per square foot per annum base rent

Year 4: \$ Base Rent Year 3 plus Consumer Price Index (BC) Annual Percent Change

Year 5: \$ Base Rent Year 4 plus Consumer Price Index (BC) Annual Percent Change

Payable in equal consecutive monthly installments each in advance on the first day of each and every month commencing on the first day of April, 2018 and continuing until the first day of March, 2023;

In addition to the rent and other sums owing by the Tenant to the Landlord hereunder the Tenant covenants and agrees to pay to the Landlord the Goods and Services Tax/Harmonized Sales Tax pursuant to the Excise Tax Act of Canada as well as any other tax as may from time to time be imposed upon the rent payable hereunder.

In addition to the rent hereby reserved, the Tenant shall pay to the Landlord by way of additional rent, in each year of the term hereby created upon demand:

- a) Its proportionate share of the provincial, municipal or local improvement taxes upon and levied with respect to the Wharf Plaza complex;
- b) All taxes levied by any municipal government or school authority or any other competent authority upon the said Wharf Plaza complex as shall be attributable to the assessment for any purpose in respect of all things erected or placed in, upon, or under or affixed to the

demised premises by and with the consent or permission of the Tenant during the said term, including all fixtures, machines, equipment and other things of any nature and description not the property of the Landlord or which may be lawfully removed by the Tenant.

NET LEASE

The Tenant acknowledges and agrees that it is the intention of all parties that the rent and additional rent hereunder shall be absolutely net to the Landlord and that the Landlord shall not be put to any further expense whatever with reference to the demised premises or the Tenant's occupation thereof during the said term save and except as is specifically set out in this Lease. Any cost, expense or financial obligation with respect to the demised premises which is not specifically assigned to the Landlord in this Lease shall be the responsibility of the Tenant.

TENANT'S COVENANTS

The Tenant hereby covenants and agrees with the Landlord:

- 1.1 To pay the rent as aforesaid, including the additional rent;
- 1.2 To be responsible for its own garbage removal;
- 1.3 To pay all rates and expenses for telephone, electricity, natural gas, sewer, water, garbage, janitorial services and supplies, as well as any other utility whatsoever with respect to the demised premises unless the same are being supplied by the Landlord to the building containing the demised premises in which case the Tenant shall pay its proportionate share of the Landlord's cost to supply such utility to the building containing the demised premises;
- 1.4 To pay its proportionate share of the Landlord's cost to maintain insurance on the building containing the demised premises which insurance shall be in all respects acceptable to the Landlord;
- 1.5 To pay its proportionate share of the Landlord's cost to maintain, repair or operate the parking lot, sidewalk, outdoor lighting, shrubs, trees and flowers located on or about the Wharf Plaza complex;

- 1.6 To pay its proportionate share of any other of the Landlord's costs to maintain and operate the Wharf Plaza complex;
- 1.7 In payment of its share of the taxes levied against the Wharf Plaza complex and its share of the utilities being supplied by the Landlord under paragraph 1.3 above, its share of insurance in accordance with paragraph 1.4 its share of the costs in accordance with paragraph 1.5, and its share of the costs in accordance with paragraph 1.6, the Tenant covenants and agrees to pay to the Landlord on the first day of each and every month of the term of this Lease the sum of one thousand twenty-one dollars and eleven cents (\$1,021.11). Provided that if the said sum of \$1,021.11 is not sufficient to fully pay for the Tenant's pro rata share of the said taxes, utilities and costs as set out herein, the Tenant covenants and agrees forthwith upon demand by the Landlord to pay to the Landlord such further sum as may be necessary to fully cover the Tenant's share of such expenses. The said sum will be adjusted annually to reflect actual costs incurred in the previous year;
- 1.8 To carry public liability insurance at its sole cost to cover claims for personal injury, death or property damage occurring upon, in or about the demised premises, such insurance to afford protection to the limit of not less than \$2,000,000.00 in respect of any one accident and to the limit of not less than \$200,000.00 in respect of property damage;
- 1.9 To pay all business and other taxes, charges, rates, duties, licence fees and assessments levied in respect of the Tenant's business or the Tenant's occupancy of the demised premises when the same become due and whether or not the said taxes, charges, rates, duties, licence fees and assessments are levied against the Landlord or the Tenant;
- 1.10 Not to carry on, do, nor allow to be carried on or done on the demised premises any work, business, occupation or act or thing whatsoever which may be or become a nuisance or annoyance to the Landlord, the public or any other tenant in the building containing the demised premises or which may increase the hazard of fire or liability of any kind or which may increase the premium rate of any insurance with respect to the demised premises or the building containing the demised premises or invalidate any policy of insurance of any kind, upon or in respect to the demised premises or the building containing the demised premises;

- 1.11 To utilize the demised premises only for use as a French restaurant;
- 1.12 To comply promptly and at its own expense, with all laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, municipal, civic and/or other authorities and associations and not to use or occupy, nor allow to be used or occupied, the demised premises in such a manner as to violate the law, ordinance, order, rule, regulation or requirement of any federal, provincial or municipal government or any department, commission, board, or officer thereof. The Tenant covenants to indemnify and save the Landlord harmless from any liability, loss, damage, cost, expense, action or cause of action which might result from the Tenant's failure to comply with this paragraph;
- 1.13 To keep and maintain the demised premises, including all fixtures and equipment thereof, in the same good and tenantable repair and condition as they are in as at the date hereof, excepting only for reasonable wear and tear. Any obligation to repair not specifically assigned to the Landlord by this lease shall be the responsibility of the Tenant;
- 1.14 To permit the Landlord or its agents, with or without workmen or others, at all reasonable times, to enter upon all parts of the demised premises and to view the condition thereof and upon notice being given by the Landlord to repair in accordance therewith subject to the exceptions to the Tenant's covenant to repair as above set forth. If the Tenant shall fail to comply with such notice to repair, the Landlord shall be at liberty to effect such repairs and the costs, charges and expenses of doing so shall forthwith be paid by the Tenant to the Landlord. The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned by the Landlord's exercising of its right to view the premises and make repairs as contained in this paragraph. The giving of notice and the undertaking of repairs by the Landlord pursuant to this paragraph shall not be deemed an acknowledgment or an admission of any liability or responsibility to repair on the part of the Landlord;
- 1.15 To forthwith upon demand pay all expenses or costs incurred to effect any necessary repairs, replacements or alterations to the demised premises or to the building containing the demised premises required as a result of the negligence

carelessness or misuse by the Tenant, its servants, agents, employees or by anyone permitted by the Tenant to be in or around the demised premises;

- 1.16 Not to drill any holes in the floor or walls of the demised premises and generally, not to do or suffer any waste, damage, disfiguration or injury to the demised premises or to the building containing the demised premises or to the fixtures and equipment therein and not to bring into or upon the demised premises any safe, machinery or other heavy or large articles without the consent of the Landlord first had and obtained, such consent not to be unreasonably withheld. The Tenant covenants to immediately make good any damage done to any part of the demised premises or to the building containing the demised premises caused by the bringing in or the taking away of the same;
- 1.17 To keep the demised premises in a clean and wholesome condition at no cost to the Landlord, and to such standards as the Landlord may from time to time reasonably require;
- 1.18 Not to make or erect in or to the premises any installation, alteration, addition or partition without first submitting the plans and specifications to the Landlord and obtaining the Landlord's written consent. The Tenant further covenants and agrees that the Landlord shall have the option of selecting and designating the contractor and/or workman to perform the said installation, alteration, addition or partition; provided that in the event that the Landlord shall decline to exercise the option to select the contractor or workman, the Tenant may, with the written consent of the Landlord, select and designate a contractor and/or workman to perform the said work. The Tenant further covenants and agrees that any installation, alteration, addition or partition to be carried out or performed by a contractor or workman selected by the Tenant shall be pursuant to a written contract approved in writing by the Landlord and shall be subject to all conditions imposed by the Landlord and the Landlord shall at all times have the right to supervise the said work. Notwithstanding the fact that it may be performed by a contractor or workman selected by the Landlord, the Tenant further covenants to promptly pay to the Landlord or to the contractor or workman performing the said work the cost of all installations, alterations, additions, or partitions, with respect to the demised premises;

- 1.19 Not to paint, display, inscribe or affix any sign, fixture, advertisement, notice or lettering on any part of the demised premises or the building containing the demised premises;
- 1.20 Not to permit, do or cause anything to be done to the demised premises at any time which would allow any lien, lis pendens, judgment or certificate of any court or any mortgage, charge, or encumbrance of any nature whatsoever to be imposed or to remain upon the demised premises or the building containing the demised premises. In the event of the registration of any lien or other encumbrance by a contractor or subcontractor of the Tenant, the Tenant covenants at its own expense to immediately cause the same to be discharged, and to indemnify and save the Landlord harmless from any such lien or encumbrance;
- 1.21 To indemnify and save the Landlord harmless from and against any and all claims, including, without limiting the generality of the foregoing, all claims for personal injury or property damage arising from any act or omission of the Tenant, its servants, employees, agents, invitees or licensees, and from and against all costs, counsel's fees, expenses and liabilities incurred in or with respect to any such claim or any action or proceeding. In the event that the Landlord shall suffer any damage, cost, expense or liability with respect to the foregoing, it shall have the right to add the amount of such cost, damage, loss, expense or liability to the rent hereby reserved and any such amount shall thereupon be immediately due and payable as additional rent and shall be recoverable in the manner provided by law for the recovery of rent in arrears;
- 1.22 To allow notices "for sale" or "to let" or any similar notice to be put and remain on the demised premises in a conspicuous position for at least three (3) months prior to the expiration of this lease or any renewal thereof and to allow the Landlord or its agents to exhibit the demised premises to prospective purchasers or tenants during normal business hours throughout this period;
- 1.23 Not to assign or sub-let the demised premises, or any portion thereof, without the leave of the Landlord, which leave shall not be unreasonably withheld or delayed. The Tenant acknowledges and agrees that it shall be reasonable for the Landlord to refuse to consent to an assignment or sub-lease if the assignee or sub-tenant refuses to enter into an agreement with the Landlord whereby the said assignee or subtenant agrees

to adopt and be bound by all of the covenants to be performed by the Tenant herein. The Tenant further covenants and agrees that no assignment or sub-lease shall relieve the Tenant of its contractual obligations as established herein. A change of control of the Tenant shall be deemed to be an assignment of this Lease;

- 1.24 To peaceably surrender and give up possession of the demised premises to the Landlord, without notice from the Landlord, at the expiration or sooner determination of this Lease. The Tenant waives any right or notice to quit or vacate notwithstanding any law, usage, or custom to the contrary.

LANDLORD'S COVENANTS

- 2.1 Upon the Tenant paying the rent and performing and observing the terms, covenants and conditions herein contained, it shall and may peacefully and quietly enjoy the demised premises for the term hereby granted, without any interruptions, hindrance or disturbance by the Landlord or any person or persons claiming under it;
- 2.2 To make all necessary major structural repairs unless the same are required as a result of the negligence of the Tenant, its employees, servants, invitees or licensees.

PROVIDED ALWAYS it is hereby agreed as follows:

- 3.1 The Landlord and Tenant agree that the Tenant's proportionate share of taxes and expenses as set out in paragraphs 1.3, 1.4, 1.5, and 1.6 shall be allocated based on the percentage which the square footage of the demised premises bears to the square footage of the total rentable area of the Wharf Plaza complex;
- 3.2 The Landlord and Tenant agree that in the event the Landlord adds on to the Wharf Plaza complex of which the demised premises form a part, the Tenant's proportionate share of taxes and expenses as set out in paragraphs 1.3, 1.4, 1.5, and 1.6 shall be amended accordingly so that the Tenant's share of the said taxes and expenses shall be equal to the percentage which the square footage of the demised premises bears to the square footage of the total rentable area on:

Parcel Identifier 023-665-157
Lot A, Block 8 District Lot 303
Group 1, New Westminster
District Plan 8572

- 3.3 That the Tenant may install in and upon the demised premises its usual trade fixtures and any machinery or apparatus in connection with its business and all such fixtures, equipment, machinery or apparatus so installed, whether before or after the commencement of the term hereof and whether by the Landlord or the Tenant, shall, if supplied at the expense of the Tenant, be and remain the property of the Tenant. The Tenant may remove its said trade fixtures, equipment, machinery or apparatus but all other installations, alterations, additions, partitions and fixtures upon the demised premises, whether placed there by the Landlord or Tenant, shall be the Landlord's property without compensation to the Tenant and shall not be removed from the demised premises at any time. The Tenant shall make good any damage caused by the installation or removal from the demised premises of any of its trade fixtures, machinery or apparatus;
- 3.4 That if the Landlord shall suffer any expense or be obliged to make any payment for which the Tenant is liable hereunder by reason of any failure of the Tenant to observe and comply with any of the covenants of the Tenant herein, then the Landlord shall have the right to add the expense or payment to the rent and the amount shall thereupon immediately be due and payable as rent and be recoverable in the manner by law provided for recovery of rent in arrears;
- 3.5 That the Landlord shall not be liable for any damage to any property of the Tenant, its servants, agents, invitees or licensees at any time in or about the demised premises, nor liable for any claim or damages for any loss of business or otherwise whatsoever arising from the escape or leaking of any steam, gas, electricity, water, rain or snow, or arising from the failure of any equipment, apparatus or installation concerning or using steam, gas, electricity or water, unless any such damage is due to the wilful act or gross neglect of the Landlord or its servants or agents and the Tenant will indemnify and save the Landlord harmless from and against any claim or liability arising as aforesaid;

- 3.6 The Tenant acknowledges that the Landlord may be demolishing a portion of the Wharf Plaza Complex adjoining the Tenant's premises, and may also add on to the Wharf Plaza Complex which could temporarily create a disturbance;
- 3.7 The Tenant acknowledges that the Landlord may build on or otherwise utilize the Landlord's properties adjacent to the Wharf Plaza Complex at some future date;
- 3.8 That whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any covenant hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such covenant or by reason of any statute, law, order-in-council or any regulation or order passed or made pursuant thereto by reason of the order or direction of any administrator, controller or board, or any government department or officer or any other authority or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such covenant and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, discomfort, costs or damage thereby occasioned;
- 3.9 That in the event that:
 - a) The Tenant shall fail to pay the Landlord the rent hereby reserved or any portion thereof, or any other sums which the Tenant is obligated to pay under the terms of this Lease within ten days after the same becomes due and payable; or
 - b) The Tenant shall fail to observe, perform or keep any covenant or condition which it is obligated to observe, perform or keep hereunder within twenty days of receipt of a written demand from the Landlord, or its agent, to do so; or
 - c) The Tenant shall become insolvent or bankrupt or commit an act of bankruptcy, or make an assignment for the benefit of creditors, or make a proposal under the Bankruptcy Act, or take the benefit of any Act from time to time in force for bankrupt or insolvent debtors; or
 - d) The Tenant shall be subject to a voluntary or

involuntary winding up; or

- e) The demised premises shall be vacated or become vacant or unoccupied for a continuous period of fifteen days; or
- f) The demised premises shall be used or utilized by someone other than the Tenant or its servants or employees; or
- g) The Tenant's interest in the demised premises or any chattel or fixture on the demised premises shall be seized or attached in execution proceedings by a creditor of the Tenant; or
- h) The Tenant shall make a bulk sale of its goods, chattels or equipment or attempt to remove its goods, chattels, fixtures or equipment from the demised premises other than in the normal course of business

this Lease shall, at the option of the Landlord, cease and be void and the term hereby created shall expire and be at an end, anything hereinbefore to the contrary notwithstanding. In the event that the Landlord shall exercise its option as aforesaid and terminate this Lease, the then current months rent plus three months additional rent shall thereupon immediately become due and payable and the Landlord may, without notice or any form of legal process, re-enter and take possession of the demised premises using whatever force is necessary to do so, and the Landlord may remove all persons and property from the demised premises and may use force and assistance in making such removal. Any election to terminate the lease and re-enter by the Landlord hereunder shall not operate as a waiver or satisfaction in whole or in part of any claim, right or demand arising out of or in connection with any breach or violation by the Tenant of any covenant or agreement on its part to perform;

In the event that the Landlord shall decline to exercise its option to terminate the Lease as aforesaid and in the event that rent or any other financial obligation to be paid by the Tenant remains unpaid for more than thirty days, the Tenant shall pay interest to the Landlord on the overdue amount at the prime rate of the Royal Bank of Canada plus two per cent (2%) per month from the time that the rent or other financial obligation was due and payable until the time when it is paid;

In the event that the Landlord becomes entitled to re-enter the demised premises as aforesaid or under any other provision of this Lease, the Landlord may do so as agent of the Tenant and may re-let the demised premises as agent of the Tenant and may take possession of any furniture or other property on the demised premises and sell the same at public or private sale without notice and apply the proceeds of such sale and any rent derived from the reletting of the demised premises upon account of the rent under this Lease and the Tenant shall be liable to the Landlord for any deficiency;

3.10 In the event that during the term of this Lease the demised premises shall be destroyed or partially destroyed or damaged and the Landlord or Tenant is entitled to insurance compensation for such destruction or damage, then and in every such event the following provisions shall have effect:

- a) If the demised premises shall be so badly damaged as to be unfit for occupancy and use by the Tenant for its business and incapable of being repaired and rendered fit for occupation and use by the Tenant for its business within ninety days then the term hereby granted shall, at the option of the Landlord or the Tenant, cease and be at an end from the date of such damage or destruction. In the event that either the Landlord or Tenant elects to terminate the tenancy pursuant to this paragraph, the Tenant shall immediately surrender and yield up possession of the demised premises to the Landlord. In the event that neither the Landlord nor the Tenant elects to terminate the Lease pursuant to this paragraph, the rent hereby reserved shall not run or accrue after such damage and during the process of repair and shall not recommence until the repairs have been completed and the demised premises are again rendered fit for occupation by the Tenant. The Landlord shall repair the demised premises with all reasonable speed. Notice of the exercise of the option to terminate as provided in this paragraph must be given by the Landlord or Tenant to the other of them within fifteen days following the destruction of or damage to the demised premises;
- b) In the event that the demised premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupation and use by the Tenant for its business within ninety days from the happening of the damage, then the Landlord shall repair the same with all reasonable

speed and the rent hereby reserved shall not run or accrue from the date of the damage until the repairs are completed and the demised premises are again rendered fit for occupation and use by the Tenant;

- c) In the event that the demised premises shall be capable of being repaired within ninety days from the date of the damage and in the event that the damage is such that the said demised premises are capable of being partially used by the Tenant for its business then the rent shall abate in an amount which bears the same ratio to the total monthly rent as the floor area of that part of the demised premises which is rendered unfit for occupancy bears to the total floor area of the demised premises. This abatement of rent shall run from the time of the damage to the time when the damage is repaired and the whole of the demised premises are rendered fit for occupation and use by the Tenant for it's business;
- d) In the event that the demised premises are capable of being repaired and rendered fit for occupation by the Tenant within ninety days but that the unexpired portion of the term of this Lease or any renewal thereof is less than twelve months at the time when the damage or destruction occurs, and the Tenant does not exercise any remaining right to renew, then the Landlord shall have the option of declaring this Lease null and void and the Lease and the term created thereby shall be terminated and be at an end as at the date of such damage or destruction. The Landlord shall exercise its option under this paragraph within fifteen days of the date of such damage or destruction; and
- e) The opinion of the Landlord's Engineer shall be conclusive as to the question concerning the extent of any destruction, the suitability of the premises for the Tenant's use or the time required to repair.

3.11 If at any time during the term of this Lease title to the demised premises or any part thereof is taken by the right or exercise of condemnation or expropriation the Landlord may,

at its option, give notice to the Tenant terminating this Lease on the date stated in the notice or this Lease shall be deemed terminated by operation of law, as the case may be. Upon either such termination, the Tenant shall immediately surrender the demised premises and all its interest therein to the Landlord, or to the expropriating authority as the law and circumstances may require, and the rent shall abate and be apportioned to the date of termination and the Tenant shall forthwith pay to the Landlord the apportioned rent and all other amounts which may be due to the Landlord up to the date of termination. The Tenant shall have no claim upon the Landlord for the value of the unexpired term of this Lease, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the demised premises and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefor to the Tenant;

- 3.12 Any condoning, excusing or over-looking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's right hereunder in respect of any subsequent default, breach or non-observance and shall not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent default or breach;
- 3.13 In the event the Tenant remains in possession of the demised premises after the expiration of this Lease and without the execution and delivery of a new Lease, it shall be deemed to be occupying the demised premises as a tenant from month to month at a monthly rent payable in advance on the first day of each month equal to:
- a) one and one-half times the monthly rental payable during the month immediately preceding the expiration of the lease or any renewal thereof; and
 - b) the Tenant's proportionate share of all other sums which by the terms hereof are deemed to be rent or arise to be payable by the Tenant;

and SUBJECT ALWAYS to all of the covenants, agreements, conditions, provisions and obligations of this Lease insofar as the same are acceptable to a month-to-month tenancy; and a tenancy from year to year shall not be created by implication of law. Provided that nothing in this paragraph contained shall be construed as in any way limiting paragraph 1.24 hereof or actions or remedies by law provided for expulsion of the Tenant or for damages occasioned by the Tenant's holding over;

- 3.14 In the event the Tenant or any servant, agent, invitee or licensee of the Tenant suffers injury or damage while on the demised premises, the Landlord shall not be liable therefor and the Tenant will indemnify and save the Landlord harmless from any claim or liability which may result to it therefrom;
- 3.15 The Tenant shall, if requested by the Landlord, consent in writing to any mortgage or assignment of mortgage or any other financial encumbrance which the Landlord may wish to register against the demised premises and the Tenant covenants to execute any agreement which may be necessary to effect such mortgage or financial encumbrance including, without limiting the generality of the foregoing, any priority agreement or other instrument sufficient to subrogate its rights hereunder to the rights of such mortgage or encumbrance holder;
- 3.16 In the event of any mortgagee or trustee under any trust deed going into possession of the building containing the demised premises, the Tenant shall attorn to and become the Tenant of such mortgagee or trustee;
- 3.17 The Tenant shall pay to the Landlord interest at the prime rate of the Royal Bank of Canada plus two per cent (2%) upon all rentals and other payments required to be made hereunder from the due date for payment thereof until the same are fully paid and satisfied and the Tenant shall pay and indemnify the Landlord against all legal costs and charges including Counsel fees, lawfully and reasonably incurred in enforcing payment thereof and in obtaining possession of the demised premises after default by the Tenant, or upon expiration or earlier termination of the term of this Lease, or in enforcing any covenant, proviso or agreement of the Tenant herein contained;
- 3.18 Each and every sum of money arising to be paid by the Tenant to the Landlord pursuant to any provision hereof, whether by way of indemnity or otherwise howsoever, shall, from and after the past due date for payment thereof, be deemed to be and

construed as rent with all rights and remedies available to the Landlord for the collection thereof with interest and costs as herein provided.

- 3.19 If the Tenant duly and regularly pays the rent reserved by this Lease and observes and performs all and every of the covenants, provisos and agreements in this lease on the part of the Tenant to be observed and performed, the Landlord shall, subject to the provisions of this paragraph, at the expiration of this Lease, at the cost of the Tenant and at his written request delivered to the Landlord in the manner provided herein, not later than 120 days before the expiration of the said term, grant to the Tenant a renewal lease of the demised premises for a further term of five years from the expiration of the term hereby granted, in the same form, and subject to the same covenants, provisos and agreements contained in this Lease except this covenant for renewal and except for the rent payable. Provided that the rental payment under the said renewal Lease shall be the then prevailing fair market rent as mutually agreed by the parties hereto and in the event that the said parties cannot agree on a rental within one (1) month after the making of such written request, then the rental in each case shall be fixed by arbitration by a single arbitrator, if the parties can agree on one, and three arbitrators otherwise, and subject to the provisions of the Arbitration Act, R.S.B.C. 1979, Chapter 18. Provided that the rent shall not be less than the rental paid during the last month of the initial term of the Lease.
- 3.20 The Guarantor(s) for good and valuable consideration (the receipt whereof is hereby acknowledged) unconditionally guarantee the due performance and observance by the Tenant of all of its covenants and the provisos herein and the due repayment of the monies payable hereunder and upon default by the Tenant, will perform, observe and pay the same according to the tenor thereof notwithstanding any indulgences or extensions of time which might have been granted by the Landlord to the Tenant, whether made with or without notice to the Guarantors and the Landlord is not required to exhaust its recourse against the Tenant or other parties before requiring payment from the Guarantors, and for greater clarity it is hereby declared that it is the intention of the parties that the agreement shall be construed so as to impose the like obligation upon the Guarantors as if they had covenanted as principals, jointly and severally with the Tenant with respect to the liabilities and obligations of the Tenant guaranteed hereunder.

- 3.21 All notices and demands required to be given by any party to the other herein shall be in writing and delivered or sent by prepaid registered mail to the parties at their respective addresses. Unless a notice of change of address shall be given in writing by either party to the other, their respective addresses shall be:

LANDLORD

#402, 17665-66A Avenue,
Surrey, B.C. V3S 2A7

TENANT

Qingyong "John" Hu & Jinkun "Quinn" Yu
#108a - 5530 Wharf Ave., Sechelt, BC V0N 3A3

GUARANTOR(S)

Qingyong Hu, 6563 Reid Rd., Chilliwack, BC
VR2 2Z8
Jinkun Yu, 3 Killdeer Pl., Osoyoos BC, V0H 1V5

If any such notice is sent by prepaid registered mail it shall be deemed to have been received on the second day following the mailing day thereof. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Landlord to the Tenant or by the Tenant to the Landlord;

- 3.22 The whole contract and agreement between the parties hereto is set forth herein and the Tenant has leased the demised premises after examining the same, and there are no representations, warranties or conditions which have been made by the Landlord other than those expressed or implied herein and that no agreement collateral hereto shall be binding upon the parties unless it is made in writing and signed by the Landlord and the Tenant;
- 3.23 Time shall be of the essence of this Agreement;
- 3.24 Whenever the singular number or the masculine gender is used in this instrument, the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this Lease is executed by more than one party, all covenants and

agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this Lease shall be jointly and severally bound by the covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute;

3.25 These presents and everything herein contained shall, except where otherwise provided, be binding upon and enure to the benefit of the parties hereto and the successors and assigns of the Landlord and the heirs, executors, administrators, successors and approved assigns of the Tenant and shall be interpreted according to the laws of the Province in which the demised premises are located.

3.26 Estimated Monthly Rent Calculation

Base Rent	+	Additional Rent	+	GST	=	Monthly Rent Payment
\$3,033.00	+	\$1,021.11	+	\$202.71	=	\$4,256.8

The Additional Rent is currently estimated at \$6.06 per square foot per year and is subject to change.

The Tenant will provide the Landlord with post-dated cheques for the term of the Lease. All cheques are to be made payable to Canadian Mr. Sweeper Inc. at the following address:

6174 Poise Island Drive, Sechelt, British Columbia, V0N 3A5

3.27 Damage Deposit

A damage deposit in the amount of \$4,054.11 plus GST provided by the Tenant on commencement of the Lease will be retained in trust and, at termination of this Lease, applied in whole or in part to the cost of repairs for any damages incurred by the Tenant or returned in full if all conditions of the lease have been met. The deposit and first month's rent shall be payable to "Holywell Properties in Trust", the Agent for the Landlord, by the Tenant on or before December 20th, 2017. The next monthly rent payment will be due May 1st, 2018.

Deposit	+	1st month's rent	+	GST	=	1st Payment
\$4,054.11	+	\$4,054.11	+	\$405.41	=	\$8,513.63

3.28 Fixturing Period

The Landlord agrees to grant the tenant a rent free fixturing period of 3 months beginning January 1st, 2018 and ending March 31st, 2018. The tenant will be responsible for all utility charges relating to the Rentable Area from the possession date of January 1, 2018. The Tenant will provide Tenant insurance from the possession date of January 1, 2018.

3.29 Tenant Improvements

All leasehold improvements will be in writing for approval by the Landlord prior to commencement of the work. All improvements will be done in a workmanlike manner. The Tenant will provide their own qualified contractors and trades people.

The Tenant will provide written approval of a qualified structural engineer before removal or alteration of any wall, pillar, post or beam. The Tenant will be responsible for any permits and or inspections which may be required by any governing authority prior to commencement, during, and upon completion of the work.

3.30 Landlord Improvements

The Tenant acknowledges that the premises comes "as is".

3.31 Equipment

The Tenant acknowledges that the Ecolab dishwasher system is the property of Ecolab and will be removed by Ecolab if the Tenant chooses not to enter into a lease with them. The pop machine and related equipment is the property of the company that provided it.

3.32 Signage

The Tenant will approve with the Landlord any intended signage related to the Premises. All signage will be at Tenant's cost

3.33 Maintenance

The Tenant will be responsible for cleaning the Premises. All light and plumbing fixtures will be the responsibility of the Tenant to maintain. The designated outdoor seating area will be the responsibility of the Tenant to maintain. All equipment in place upon possession date will be the responsibility of the Tenant to maintain, including the walk-in cooler, stainless steel hood and


venting for grill, air conditioning system, and fire safety and suppression equipment. The Tenant will supply their own garbage dumpster to be placed in the area designated by the Landlord.

Agency Disclosure

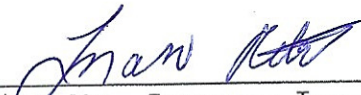
Holywell Properties have an Agency relationship with the Landlord and customer relationship with the Tenant(s). We strongly advise each party seek independent legal advice for answers to questions regarding the terms of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Indenture of Lease by placing their hands and seals or affixing their corporate seals by their authorized officers in that behalf, as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

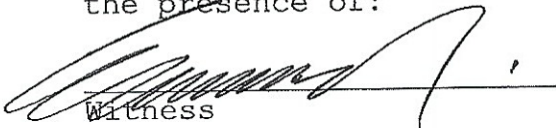

Witness Lynne Fohl

402-17665-66A Ave
Address Surrey, BC V3S 2A7


Canadian Mr. Sweeper Inc.

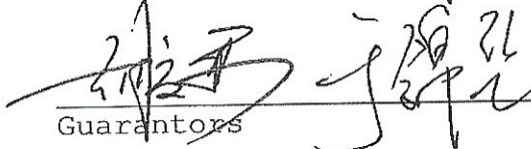
Administrator
Occupation

SIGNED, SEALED AND DELIVERED in the presence of:


Witness

Adam Najer 201-5760
Address J Teredo St.


Tenants

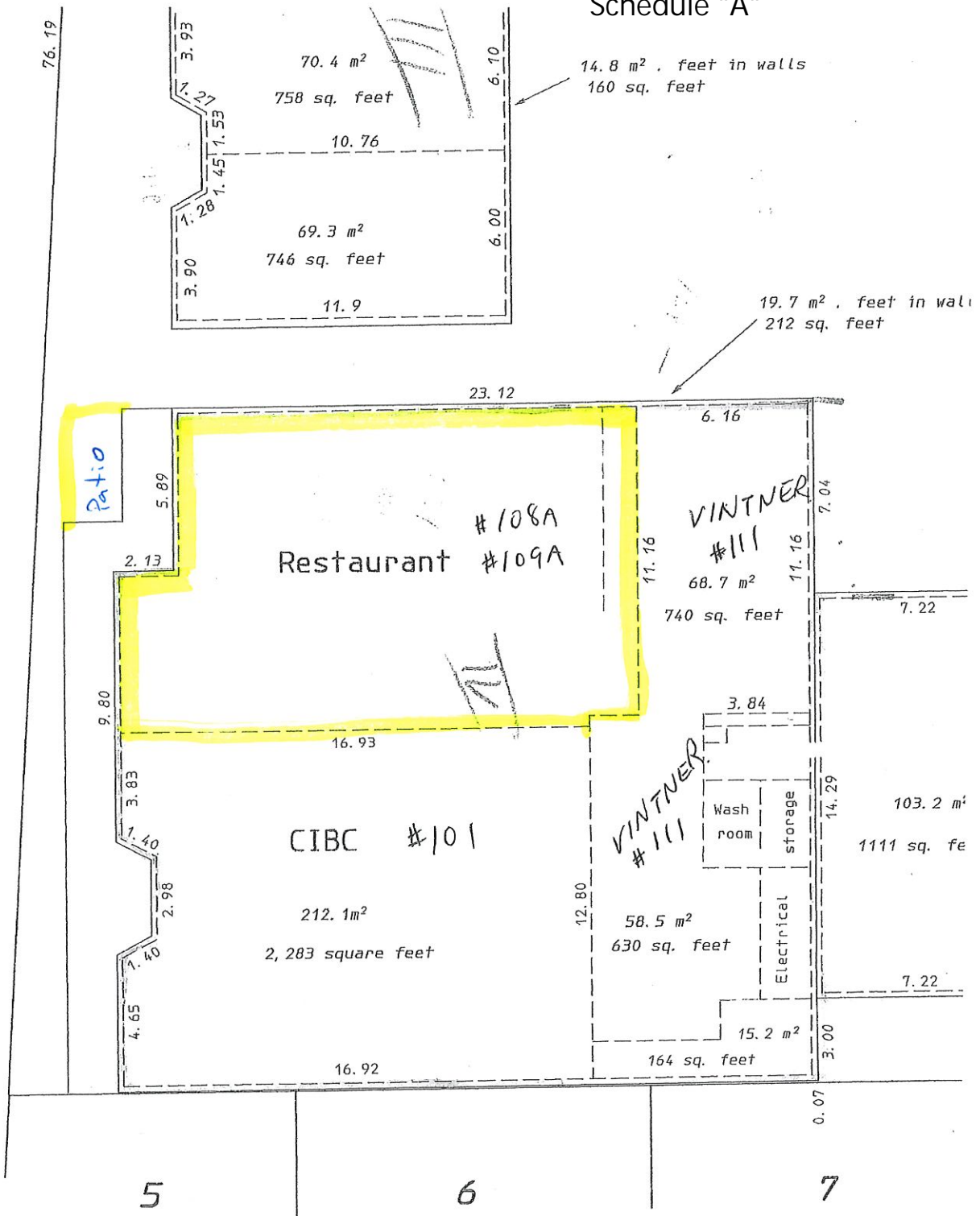

Guarantors

Property Manager
Occupation

Schedule "A"

WHARF ROAD

76.19



Larry W. Penanzek
 B. C. Land Surveyor
 Box 505 Gibsons, B. C.
 VON 1V0 Fx. 886-2553
 Phone 886-2531

Restaurant Schedule "A"
 108a & 109a 5530 Wharf Ave., Sechelt, BC