

JUST KITCHEN HOLDINGS CORP.

(the “Company”)

TRANSLATION CERTIFICATE

The undersigned, Jason Chen, Chief Executive Officer of the Company, hereby certifies, for and on behalf of the Company and not in his personal capacity, that the attached translation in the English language of the lease agreement dated July 31, 2019 between JustKitchen Co. Ltd. and Henghui Construction Ltd. (the “**Lease Agreement**”) which was originally drafted and executed in the Mandarin language, constitutes a reasonably accurate translation of the Lease Agreement within the meaning of Section 2.2 of National Instrument 41-101 – *General Prospectus Requirements*. A copy of the original Mandarin version of the Lease Agreement is available upon request.

DATED as of this 24th day of December, 2020

JUST KITCHEN HOLDINGS CORP.

"Jason Chen"

Name: Jason Chen

Title: Chief Executive Officer

**Starting from August 1, 2019
to April 30, 2024**

Lease Agreement

Lessor: Henghui Construction Co., Ltd.

Lessee: JustKitchen Co. Ltd.

Premises Location: 1F., No.39, Lane 365, Yangguang St., Neihu Dist.,
Taipei City

July 31, 2019

Lease Agreement

Contracting Parties:

Lessor: Henghui Construction Co., Ltd. (Party A)

Lessee: JustKitchen Co. Ltd. (Party B)

This Lease Agreement is entered into between Party A and Party B in connection with the lease on the premises, with the terms and conditions set out as follows:

Article 1: Location and Area of Use of the Premises

1. Location: 1F., No.39, Lane 365, Yangguang St., Neihu Dist., Taipei City
B3 parking space nos.: 3, 4, 5 and 6.
2. Areas of use: ☒All; ☐Part.
3. Leased area: approx. 384.75 ping (about 1270 square meters) (based on the register of the land authorities).

Article 2: Lease Term

[Redacted - commercially sensitive information]

Article 3: Rent and Renting Guarantee Money

1. Rent:
 - a. [Redacted - commercially sensitive information]
 - b. [Redacted - commercially sensitive information]
2. Guarantee money: [Redacted - commercially sensitive information]
 - a. [Redacted - commercially sensitive information]
 - b. [Redacted - commercially sensitive information]

3. [Redacted - commercially sensitive information]

Article 4: Restrictions on the Use of Leased Property

1. The premises are used for the food and beverage business.
2. Without the consent of Party A, Party B shall not sublet or assign or otherwise have a third party use the premises in whole or in part in other disguised ways.
3. Party B shall move out and return the premises at the end of the lease term and shall not ask Party A for relocation fees or any expenses.
4. The premises shall not be used for illegal purposes or for the storage of dangerous goods to the detriment of public safety, but if the above-mentioned violations occur during the time Party B are renting the premises, any problems and costs arising therefrom shall be the sole responsibility of Party B.
5. If there is a need for alterations to the premises, Party B may, after obtaining the written consent of Party A, install the same on its own, provided that the original construction is not damaged and that Party B shall be responsible for restoring the premises to its original condition upon return.

Article 5: Assumption of risk: Party B shall use the premises by exercising due care of a good manager and shall be liable for damages if the premises are damaged due to Party B's fault, except in force majeure circumstances such as natural disasters.

Article 6: Penalty for Breach of Contract

1. If Party B uses the premises in violation of the agreed ways hereunder or defaults on rent for two (2) months or more and does not pay after Party A has reminded it to pay by the deadline, Party A may terminate the lease. The interior decorations, seats and all equipment, semi-finished items and finished articles will be disposed of as waste with the consent of the Lessee and without any objection.
2. Upon termination by Party A or expiry of the lease, Party B shall return the leased premises to Party A on the said end date without excuse or any claim, and shall in good faith surrender the premises to Party A in the same condition as before. In case of any delay, Party B shall be liable to pay punitive penalties calculated at three (3) times the original rent for the period of delay and Party B shall have no objection.
3. Where Party A's premises are made available to Party B for company registration, Party B shall take the initiative to deliver the documents for cancellation or the registration of the relocation of the company, and cooperate with the process before the expiry of the lease. In the event of delay, Party B and the guarantor shall be liable to compensate Party A at double the monthly rent as punitive penalties.

Article 7: Miscellaneous

1. Apart from the land value tax and the house tax payable by Party A, Party B

shall shoulder all utility bills, management fees, and taxes that must be paid for the business. The lease payment deductions shall be declared and paid by Party B.

2. If Party B leaves its furniture and sundries behind when moving out, they will be treated as waste and will be disposed of by Party A. The costs incurred in disposing of the abandoned items will be deducted directly from the security deposit by Party A. Party B shall not object to this.
3. If the Parties has a guarantor, he/she shall bear joint and several guarantee liabilities with the guaranteed.
4. Party B shall give Party A six months' notice of its intention to move to another premises during the term of the Agreement and shall compensate Party A with an amount equivalent to three months' rent as a default penalty, which Party B shall not object to.

Party A shall return to Party B any prepaid cheques for rent that have not yet expired. Party B shall return the premises to Party A unconditionally in its original state on the date of termination without claiming movement expenses or any royalties from Party A.

5. The security deposit cannot be offset against rent. If Party B contravenes any of the terms and conditions of this Agreement, Party B shall compensate Party A for all losses suffered as a result, in addition to forfeiting the security deposit as a punitive penalty.
6. Except for natural damage to the structure of the house, all other repair costs shall be borne by Party B.
7. Party B or the joint and several guarantor shall notify Party A within seven (7) days in case of reorganization, change or deletion, otherwise it shall be deemed to be in breach of contract.
8. After the food and beverage business run by Party B has legally applied for operation, it shall consult with the management committee on matters related to gas, water, electricity, smoke extraction, drainage, air-conditioning, fire-fighting, insurance and other business-related matters.
9. If Party B does not renew the lease upon expiry or terminates the lease early, the leased property shall be vacated and restored to its original state, and Party B shall remove the furnishings and vacate the property by hand or by hand-held electric drill, and the use of non-electric tools such as excavators or bulldozers for demolition is strictly prohibited. In the event of a breach of this paragraph, Party B shall be deemed to be in default and shall indemnify Party A for all losses suffered as a result thereof, in addition to forfeiture of the deposit as a punitive penalty.
10. Party B shall be responsible for **any changes of business registration or changes of its purpose or application for interior decoration or factory registration**, etc., which has nothing to do with Party A.
11. Party B shall have a right of first refusal at the end of the lease term, and the Parties agree to the monthly rent after the five-year renewal as follows:

- a. [Redacted - commercially sensitive information]
- b. [Redacted - commercially sensitive information]

12. The Parties agree to apply for notarization of the lease and other related formalities, with the notarization fee to be borne by Party A and Party B at 50% each.

Compulsory enforcement: The Lessee shall pay the rent or default penalty and return the premises at the end of the term as set out in the lease, while the Lessor shall return the security deposit, which shall be enforceable against the Parties in the event of non-performance. If the Lessee has a guarantor, the guarantor shall be subject to compulsory enforcement for the payment of rent or default penalties.

13. During the lease period, Party B may increase or decrease the number of car parking spaces, with the rent calculated at [Redacted - commercially sensitive information] (before tax) per space. If Party B wishes to reduce the number of spaces, and if the promissory notes for the rent issued have been redeemed by the Lessor on a monthly basis, a decrease in the number of spaces to be rented can be agreed upon only after all promissory notes issued have been redeemed. The decrease in the number of parking spaces is not subject to the breach provisions of Subparagraph 4, Article 7 of this Agreement.

14. During the lease period, if Party B changes the interior partition or violates the regulations on its own, Party B will be responsible for any corrections or penalties imposed by the competent authorities, and Party A has nothing to do with it.

15. During the term of the lease, Party B may use the property owned by Party A located at 1F., No.39, Lane 365, Yangguang St., Neihu Dist., Taipei City.

16. In the event that the Lessee does not renew the lease upon expiry or terminates the lease prematurely, the Lessee shall agree to the Lessor posting an advertisement for rental or sales on the external wall (in such a place that it does not affect the business of the Lessee) and showing the property to others (by informing the time of the viewing in advance), which the Lessee shall not refuse or delay for any reason.

Article 8: The matters subject to compulsory enforcement are set out in the notarial certificate.

Article 9: Any matters not covered by this Agreement shall be settled in accordance with the provisions of the relevant laws and regulations, the principles of good faith and good customs. In the event of litigation arising from or in connection with this Agreement, the Parties agree that the Taipei District Court shall be the court of first instance. This Agreement is executed in duplicate, with each Party holding one (1) copy for evidence.

Contracting Parties:

Lessor (Party A): “*Seal*”

Company: Henghui Construction Co., Ltd.

Statutory Representative: Lee Chih-tsung

Address: 7F.-1, No.176, Zhongshan 2nd Rd., Luzhou Dist., New Taipei City

Unified Business No.: 16517208

Contact Number: 02-2289-1176

Lessee (Party B): “*Seal*”

Company: JustKitchen Co. Ltd.

Statutory Representative: Tsai Tung-yun

Address: 1F., No.39, Lane 365, Yangguang St., Neihu Dist., Taipei City

Unified Business No.:82899761

Contact Number:

Party B’s Joint and Several Guarantor: John Ward Hardymont: “*Seal*”

Address: 5F., No.108, Sec. 5, Nanjing E. Rd., Songshan Dist., Taipei City

National ID Card No.: AC00318420

July 31, 2019

Agreement

Contracting Parties: Henghui Construction Co., Ltd. (Party A)

JustKitchen Co. Ltd. (Party B)

With the Lease Agreement (hereinafter the Original Agreement) made on August 10, 2019 between the Parties hereto, the Parties agree to the terms set out below for the purpose of modifying the rent thereunder:

1. The amount of each rent payment under Article 3 of the Original Agreement shall be payable in accordance with the following terms:
 - 1) The monthly rent is [Redacted - commercially sensitive information] from the lease commencement date under the Original Agreement until [Redacted - commercially sensitive information].
 - 2) From [Redacted - commercially sensitive information], the monthly rent is [Redacted - commercially sensitive information].
 - 3) The payments agreed upon under the Original Agreement will be reinstated starting from [Redacted - commercially sensitive information].
 - 4) The aforementioned rents are all inclusive of tax.
2. This Agreement is deemed to be part of the Original Agreement and all matters not covered herein shall be governed by the provisions of the Original Agreement.
3. This Agreement is executed in duplicate, with each Party hereto holding one (1) copy.

Contracting Parties

Party A: Henghui Construction Co., Ltd. "Seal"

Statutory representative: Lee Chih-tsung

Address: 7F.-1, No.176, Zhongshan 2nd Rd., Luzhou Dist., New Taipei City

Party B: JustKitchen Co. Ltd. "Seal"

Statutory representative: Chen Hsing-hao

Address: 1F., No.39, Lane 365, Yangguang St., Neihu Dist., Taipei City

August 20 2020