

**BINDING TERM SHEET
GHOST KITCHEN EXCLUSIVITY AGREEMENT**

Parties:	Phantom Kitchen Co. (" Phantom ") and Aquilini Development Limited Partnership (" ADLP ")
Agreement:	this binding term sheet.
Effective Date:	Effective as of the date executed by the parties hereto.
Term of Agreement:	36 months from the effective date (" Initial Term ") unless terminated earlier pursuant to its terms, followed by an automatic renewal at the end of each year thereafter (" Additional Term ") unless one or both of the parties provides notice of termination of the Agreement at least 3 months prior to the end of the Initial Term or prior to the end of an Additional Term (collectively, the " Term ").
Phantom Kitchen Exclusivity:	Phantom is focused on the development of a ghost kitchen business (the "Business"). Phantom and ADLP intend to work together on the development and expansion of the Business. During the Term of the Agreement, if ADLP constructs, acquires or otherwise becomes the owner of any ghost kitchen sites, to the extent it is able to do so without interfering with any contractual obligations then in place, ADLP shall provide Phantom with the right to purchase or manage and operate all such ghost kitchen sites as part of Phantom's Business on market-related terms that are negotiated between the parties, acting reasonably. Phantom shall have 60 days to finalize terms with ADLP with respect to a specific ghost kitchen site. If the parties are unable to reach agreement on such terms for a specific site, during the 90-day period following the end of negotiations with Phantom, ADLP shall be entitled to lease, sell or outsource the management and/or operation of that specific ghost kitchen site to a third party on terms no more favourable than those offered to Phantom. After such 90-day period if ADLP has not entered into a permitted commercial arrangement with a third party respect to the specific site, then ADLP must recommence negotiations with Phantom for the specific site as described above before negotiating with any third parties.
Confidentiality:	The parties hereto agree to keep the subject matter of this Agreement confidential. However, ADLP acknowledges and agrees that there may be circumstances in which Phantom is obligated to make disclosure of the commercial arrangement described herein in which case ADLP shall be entitled to review any such disclosure in advance of it being disseminated to the public.

Termination:	The obligations of the parties under the Agreement will terminate upon expiry of the Term. Notwithstanding the foregoing: • the parties may mutually agree to terminate this Agreement prior to the end of the Term; and • either party may terminate this Agreement upon one (1) months' notice to the other party in the event of (A) a material breach by such other party of its obligations, duties and/or responsibilities under this Agreement that actually causes material harm to the other party and which notice specifies the alleged breach, and (B) the breaching party fails to cure the applicable material breach prior to the conclusion of the one (1) month notice period. In the event of a termination of this Agreement, the parties agree to settle and pay in good faith any amounts incurred and owing pursuant to this Agreement.
Expenses:	Each party shall be responsible for its own expenses incurred in connection with this Agreement and the negotiation and execution of the Definitive Agreement.
Governing Law:	This Agreement shall be subject to the laws of the Province of British Columbia and the federal laws of Canada applicable thereto.
Binding Nature of Agreement:	The parties agree that this Agreement shall be binding on each of the parties hereto. The parties also agree to use their commercially reasonable efforts to negotiate and execute a definitive ghost kitchen exclusivity agreement (the " Definitive Agreement ") to supersede this Agreement as soon as possible from the date hereof.

IN WITNESS WHEREOF, the parties hereto acknowledge and sign this Agreement effective as of the 28th day of June, 2021.

PHANTOM KITCHEN CO.

Per:

[Redacted]

Name:

[Redacted]

Title:

[Redacted]

**AQUILINI DEVELOPMENT LIMITED
PARTNERSHIP**

Per:

[Redacted]

Name:

[Redacted]

Title:

[Redacted]

[Redacted: Sensitive information related to the personal information of the parties, disclosure of which would be seriously prejudicial to the privacy of the individuals]