EAGLECREST GOLF COURSE
RESTAURANT LEASE

THIS AGREEMENT dated for reference ~~March~~ April 2, 2026, is

BETWEEN:

TOWN OF QUALICUM BEACH
201 – 660 Primrose Street
Qualicum Beach, B.C.
V9K 1S7

(the "Landlord")

AND:

EXTREME EATZ RESTAURANTS INC. (Inc. No. BC1083161)
176 Crescent Road East
Qualicum Beach, B.C.
V9K 1L6

(the "Tenant")

GIVEN THAT:

A. The Landlord is the registered owner in fee simple of those lands and premises located at 444 Country Club Drive, Qualicum Beach, British Columbia, legally described as Parcel Identifier: 018-843-034; Lot A, District Lot 112, Nanoose District, Plan VIP59040 Except Parts in Plans VIP59041, VIP59042 and VIP59486 (the "Lands") on which is constructed a building (the "Building") containing a Restaurant facility, associated seating area, and a Banquet Hall, with an adjacent outdoor Patio, as shown on the sketch attached hereto as Schedule A;

B. The Landlord hereby wishes to lease the Restaurant, associated seating area, Banquet Hall and adjacent outdoor Patio (together, the "Premises") to the Tenant and the Tenant wishes to lease the Premises from the Landlord on the terms and conditions herein;

C. The Premises, consisting of approximately 5,700 square feet not including the Patio, is part of the 9-hole golf course known as Eaglecrest Golf Course (the "Golf Course") owned by the Landlord; and

D. In accordance with section 26 of the *Community Charter* (British Columbia), the Landlord posted and published notice of its intention to lease the Premises to the Tenant.

NOW THEREFORE this Agreement is evidence that in consideration of the mutual promises contained in this Agreement, the payment of rent by the Tenant to the Landlord, and other good and valuable consideration (the receipt and sufficiency of which the Landlord and Tenant hereby acknowledge), the parties covenant and agree as follows:

1. Lease of Premises – The Landlord leases the Premises to the Tenant and the Tenant leases the Premises from the Landlord (the "Lease"), on the terms and conditions of this Lease and for the purposes set out in this Lease.

2. Term – The term of this Lease commences on the date that this Lease is fully executed and expires on December 31, 2030, subject to renewal and earlier termination pursuant to the terms of this Lease (the "Term").

3. Renewal – If the Tenant is not in default under this Lease, the Tenant may, not earlier than six (6) months and not later than two (2) months before the expiry of the Term, give notice to the Landlord of the Tenant's desire to renew this Lease. The Landlord may, in the Landlord's sole discretion, grant the Tenant an additional five-year term expiring on December 31, 2035.

(a) The Landlord will look favourably upon a request for renewal if, throughout the Term, the Tenant has consistently operated the Restaurant to a high standard, maintained the Premises and Leasehold Improvements in good condition, complied with all operational requirements of this Lease, and demonstrated positive relations with the Landlord, patrons and the surrounding community.

(b) The initial Base Rent for the renewal term, if approved, shall be established through a site-specific third-party market rental assessment commissioned by the Landlord. If the market assessment indicates that an increase in Base Rent is warranted, any increase shall be phased such that the maximum annual increase during the renewal term does not exceed seven percent (7%) annually, provided that such phased increases shall continue until the Landlord receives the total amount that the market assessment indicates would be due over the renewal term.

(c) If, and only if, the extension term is granted, then commencing in the third (3rd) year of the extension term (2033), the Tenant may request to enter into non-binding discussions with the Landlord regarding the potential grant of a new lease. Any such discussions shall be exploratory only and shall not obligate the Landlord to grant a further lease, renewal, or extension, nor create any right or expectation of continued occupancy unless and until a new lease agreement is formally executed by both parties.

4. Automatic Termination – The parties agree that the Restaurant and Golf Course are best operated when they are operated by the same person and that it is the parties' shared intent for the Tenant to operate the Restaurant and the Golf Course. The parties are working diligently to negotiate and finalize a lease under which the Tenant shall operate the Golf Course. However, the terms of such lease were not settled when this Lease was executed. Accordingly, the parties agree:

(a) that this Lease shall automatically terminate if the parties do not enter into a lease for the Golf Course on or before July 1, 2026, and in such circumstances the Town will reimburse the Tenant for all Leasehold Improvements, up to a maximum of $120,000, made by the Tenant pursuant to section 21 of this Lease upon delivery of receipts and other records satisfactory to the Landlord evidencing such investments; and

(b) this Lease shall automatically terminate in the event that the parties enter into a lease of the Golf Course and the term of the lease of the Golf Course expires or the Golf Course lease is terminated in accordance with its terms. In either case the Landlord shall not be liable to pay compensation to the Tenant of any kind whatsoever.

5. Base Rent – The Tenant must pay the Landlord monthly rent payable in advance on the first day of each month as follows:

(a) commencement to December 31, 2027, in the amount of $4,500 plus GST

(b) January 1, 2028, to December 31, 2028, in the amount of $5,000 plus GST

(c) January 1, 2029, to December 31, 2029, in the amount of $5,500 plus GST

(d) January 1, 2030, to December 31, 2030, in the amount of $5,665 plus GST

Payments due for a portion of a calendar month shall be prorated based on the number of days in that month. If the first day of the Term is not the first day of a month, then the first installment of Base Rent shall be payable on the first day the Restaurant opens for regular business.

6. Base Rent Abatement – Notwithstanding the Tenant's obligation to pay the Base Rent under section 5, in recognition of the Tenant's improvements in the Premises and interruptions due to renovations to the Restaurant, Building and Golf Course, the Tenant shall not be required to pay the Base Rent until the earlier of: (1) the date the Restaurant opens for regular business with all required approvals in place including a valid Liquor License, and (2) July 1, 2026.

7. Additional Rent – The Tenant shall also pay to Landlord from time to time upon demand as additional rent all other sums payable to the Landlord pursuant to this Lease ("Additional Rent"). All references in this Lease to the Rent include Base Rent and Additional Rent.

8. Property Taxes & Utilities – The Tenant shall promptly pay all utilities, property taxes, levies, charges and assessments attributable to the Premises. The Tenant will transfer utilities associated to the Building at the commencement of this Lease. The Tenant acknowledges that the fact that the Building is owned by the Town of Qualicum Beach does not mean that the Building is property tax exempt while leased by the Tenant.

9. GST – The Rent does not include GST, and the Tenant shall pay to the Landlord GST (or other equivalent tax as may be imposed from time to time) in addition to the Rent.

10. Net Lease – Without limiting any other provisions in this Lease but except to the extent that this Lease may expressly provide otherwise, the Tenant agrees that this Lease is absolutely net to the Landlord and the Tenant must promptly pay when due on its own account and without any variation, set-off, or deduction all amounts, charges, costs, duties, expenses, fees, levies, rates, sums, taxes and increases in any way relating to the Premises, and that to the extent any such amounts remain unpaid after they come due, such amounts shall be deemed Additional Rent.

11. Permitted Uses – The Tenant must use and occupy the Premises only for the purposes of operating a restaurant open to the public. Notwithstanding the form of liquor license that may now or in the future apply to the Premises, the Tenant shall not operate the Premises or any part of it at any times of the day or week as a nightclub or cabaret, unless the Tenant has obtained the prior written consent of the Landlord and, if such consent is given, the Tenant shall only do so in strict compliance with all provincial laws and any conditions imposed by the Landlord.

12. Common Areas – For the duration of the Lease, the Tenant has the license and right to travel across and use, for necessary access, parking, and garbage disposal, those areas of the Lands outside of the boundaries of the Premises (all of which areas are together defined as the "Common Areas").

13. Washrooms – For the duration of the Lease, the Tenant has the licence and right to use and invite patrons of the Restaurant to use:

(a) the washrooms identified as "Shared"

shown on the sketch attached to this Lease as Schedule A. Notwithstanding that they do not comprise part of the Premises leased to the Tenant under this Lease, the Tenant shall regularly clean and maintain the washrooms to the standard noted in section 24(m).

14. Hours – Once the Golf Course is open to the public, the Tenant must have the Restaurant open for business at least during the following minimum hours of operation:

(a) During the peak golf season (May to September):

  (i) Monday through Thursday, from 10am to 8pm;

  (ii) Fridays and Saturdays, from 10am to 9pm;

  (iii) Sundays, from 10am to 8pm; and

  (iv) Statutory holidays, from 10am to 8pm.

(b) During all other times the Tenant may adjust hours of operation with prior written consent of the Landlord, such consent will not be unreasonably withheld.

15. Special Events – Notwithstanding section 14, above, the Tenant must have the Restaurant open for business during all special events and tournaments (the "Special Events") being held at the Golf Course, notice of which has been given to the Tenant at least ten (10) days in advance. The Tenant acknowledges that such Special Events may fall outside of the minimum hours of operation set out in section 14 above, and the Tenant will extend its business hours as necessary to accommodate all Special Events of which it has been properly notified as set out herein.

16. Leasehold Improvements – All fixtures, improvements, installations, alterations, and additions now or from time to time hereafter made, erected, or installed, whether by the Tenant, the Landlord or anyone else, in the Premises (the "Leasehold Improvements") will immediately upon affixation be and become the Landlord's property without compensation to the Tenant. The Leasehold Improvements in the Premises are listed on the inventory attached to this Lease as Schedule B which list shall be updated from time to time by the Tenant and Landlord, and evidenced by initialling by the parties' authorized signatories, to reflect new Leasehold

Improvements as they are added to the Premises. Except to the extent otherwise expressly agreed by the Landlord in writing, no Leasehold Improvements, trade fixtures, furniture, or equipment will be removed by the Tenant from the Premises during or at the expiration or sooner termination of the Term, except that the Tenant shall remove such Leasehold Improvements installed by the Tenant that the Landlord directs.

17. Maintenance of Leasehold Improvements – The Tenant must ensure that the Premises and Leasehold Improvements (including grease traps) are maintained in proper, clean, and safe working order and condition, and if any item should be lost, damaged or no longer in that condition, the Tenant shall be responsible for replacing or repairing the item, at the Tenant's sole cost. The Tenant shall not remove any Leasehold Improvement from the Premises except for the purpose of replacing it with items of equal or better quality. The Tenant shall keep proper records of all repairs, maintenance and replacements to the Leasehold Improvements, and shall provide copies of such records to the Landlord upon request.

18. Maintenance of Premises – The Tenant must maintain the Premises in good and safe condition, including, without limitation, floor coverings, light fixtures, painting and decoration, plumbing fixtures, and cabinetry, but the Tenant is not responsible for maintenance or replacements of the structure of the Building, or its exterior condition, installation of a grease trap or the plumbing, electrical, and HVAC systems of the Building.

19. Maintenance Standards – The Tenant shall ensure that any repairs or maintenance done with respect to the Premises and the Leasehold Improvements, by or on behalf of the Tenant:

(a) do not affect any structural or foundation elements of the Building; and

(b) meet or exceed the current industry standards of materials and construction.

20. Tenant Alterations – The Tenant must not make any improvements, extensions, alterations, additions or renovations to the Premises without the consent of the Landlord.

21. Tenant Investment – The Tenant shall invest a minimum of one hundred twenty thousand dollars ($120,000.00) in equipment, fixtures, improvements, installations, alterations, and additions to the Premises and the Shared Washrooms and shall provide the Landlord appropriate receipts evidencing such investments. All such items purchased as part of this investment will be listed in Schedule B as installed and shall become part of the Leasehold Improvements for the purposes of this Lease.

22. Landlord Investment – The Landlord shall invest one hundred eighty thousand dollars ($180,000.00) in equipment, fixtures, improvements, installations, building systems, alterations, and additions and repairs to the Building and shall provide the Tenant appropriate receipts evidencing such investments. All items purchased as part of this investment will be listed in Schedule B as installed and shall become part of the Leasehold Improvements for the purposes of this Lease.

23. Landlord Alterations – The Landlord reserves the right from time to time to:

(a) make any deletions, changes, and additions to the Leasehold Improvements, pipes, plumbing, wiring conduits, ducts, shafts, structures, and facilities of every kind throughout the Premises;

(b) alter the location and nature of common areas of the Building is located, make reductions to it, erect additions to it, and extend any part of it; and

(c) make alterations and additions to the Building;

and in exercising any such rights, the Landlord will take reasonable steps to minimize any interference caused to the Tenant's operations in the Premises, but by exercising any such rights, the Landlord will not be deemed to have constructively evicted the Tenant or otherwise to be in breach of this Lease, nor will the Tenant be entitled to any abatement of Rent or other compensation from the Landlord.

24. Tenant's Covenants – The Tenant covenants and agrees with the Landlord:

(a) Rent – to promptly pay the Rent when due;

(b) Supplies – except as otherwise expressly providing in this Lease, to provide all appliances, furnishings, linens, cookware, dishes, cutlery, decorations, food, beverages, menus and other supplies that may be required to use the Restaurant for the purposes of this Lease (the "Supplies"), and the Tenant shall not remove any Supplies from the Premises except for the purpose of replacing them with items of equal or better quality, and the Tenant shall not grant any security interest in the Supplies, such that the Supplies are liable to be seized in the event of financial difficulties of the Tenant;

For clarity, if the Tenant purchases items that are not part of the Leasehold Improvements listed in Schedule B and are not typical restaurant supplies—such as unique service items including, without limitation, a high-tea set—those items shall remain the property of the Tenant and may be removed by the Tenant at any time.

(c) No Nuisance – not to do, suffer or permit any thing that may be or become a nuisance or annoyance in, on or from the Premises to the users of the Golf Course or to the owners, occupiers or users of adjoining lands or to the public, including by the accumulation of rubbish or unused personal property of any kind;

(d) No Injury – not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Premises or to the Lands;

(e) Permits – to obtain and strictly comply with all required permits and licenses, including any liquor license, and pay all permit and license fees, and the Tenant acknowledges that the fact that the Premises is owned by the Town of Qualicum Beach does not relieve the Tenant from full compliance with municipal bylaws and other requirements;

(f) Safety – to take all reasonable precautions to ensure the safety of all persons using the Premises;

(g) Security – to install and maintain a monitored security system on the Building at the

Tenant's sole expense;

(h) Restaurant Amenities - to maintain and repair the fire suppression equipment, flooring and millwork, washer and dryer, hood vents, and commercial kitchen equipment including, but not limited to: refrigeration units, stoves/ovens, deep fryers, freezers, and other food service equipment in a clean tidy and good condition at the Tenant's sole expense;

Notwithstanding the Tenant's maintenance responsibilities under this Lease, for the Restaurant Amenities listed in this section 24(h), the Tenant shall contribute toward repair or replacement costs on a declining per-incident basis, with the remainder payable by the Landlord. The Tenant's per-incident contribution shall be as follows:

- Year 1: 90% tenant obligation
- Year 2: 75% tenant obligation
- Year 3: 60% tenant obligation
- Year 4: 45% tenant obligation
- Year 5: 35% tenant obligation

Extension Term (if granted as per section 3)

- Year 6: 30% tenant obligation
- Year 7: 25% tenant obligation
- Year 8: 20% tenant obligation
- Year 9: 15% tenant obligation
- Year 10: 10% tenant obligation

The Landlord shall pay all costs exceeding the Tenant's per-incident contribution. For clarity, all items listed in this section 24(h)—including fire suppression equipment, flooring and millwork, washer and dryer, hood vents, and commercial kitchen equipment—remain Leasehold Improvements and property of the Landlord.

The Tenant remains responsible for damage caused by negligence or misuse, in which case the declining contributions schedule does not apply.

(i) Garbage/Recycling/Food Waste – to keep the Premises free of any litter, rubbish, recycling and debris, and promptly dispose of such material in the appropriate bins located in the exterior Common Area, and to be responsible for all costs associated with emptying the bins;

(j) Pest Control – the Tenant shall be responsible for the prevention and control of pests within the premises and shall at the Tenant's sole cost take all necessary measures to maintain the Premises in a sanitary and pest free condition;

(k) Compliance with Laws and No Illegal Activities – to comply with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder, and not to do or permit or omit to do anything in, on or from the Premises in contravention thereof and in particular, the Tenant shall not undertake or permit any gambling, drug sales or other illegal activities from or within the Premises;

(l) Showing – to permit the Landlord and its authorized agents and employees to show the Premises to prospective tenants during the last nine months of the Term;

(m) Standard – to operate the Restaurant in a manner:

(i) appropriate for a public restaurant associated with a golf course, and

(ii) that reflects positively upon the Town of Qualicum Beach, with the Tenant acknowledging that the Tenant will be perceived as a public representative of the Town of Qualicum Beach.

(n) No Abandonment – not to vacate or abandon the Premises, or cease to use the Premises for the purposes permitted by this Lease, for more than five (5) consecutive days;

(o) Builders Liens – to promptly discharge any builders' lien which may be filed against the title to the Lands relating to any improvements, work or construction that the Tenant undertakes on the Premises and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, work or construction undertaken on the Premises; and

(p) Asphalt & Snow Clearing – the Tenant will be responsible for snow clearing, debris removal and regular clean-up of the asphalt surfaces including but not limited to the parking lot, and paved walkways leading to the Building. For greater clarity this does not include line-painting and repair of the asphalt surfaces.

25. Charges on Title – The Tenant shall abide by and comply with all legal notations filed and all charges registered on title to the Lands as of the execution date of this Lease, and such further charges as the Landlord may grant from time to time in the future, provided that such future charges do not materially interfere with the Tenant's use and occupation of the Restaurant and Common Areas as permitted under this Lease.

26. Tenant's Representations and Warranties – The Tenant represents and warrants that the Tenant has the power and capacity to enter into and carry out its obligations under this Lease and has completed all necessary steps and preconditions to the validity of this Lease.

27. Acknowledgments and Agreements of the Tenant – The Tenant acknowledges and agrees that:

(a) No Representations – the Landlord has given no representations or warranties with respect to the Premises including, without limitation, with respect to the suitability of the Premises for the Tenant's intended use, the size of the Premises, the feasibility of the Tenant's operations, the structural stability of the Building, or with respect to expected or projected income or profits that the Tenant could expect from the Restaurant;

(b) As-Is Basis – except as expressly provided in this Lease, the Tenant leases the Premises on an "as-is where-is" basis and by taking occupation of the Premises, the Tenant confirms that the Premises is suitable for its purposes;

(c) Ownership – the Lands, the Building, the Premises, and all structures, fixtures, and improvements belong at all times to the Landlord; and

(d) Other Food Sales – notwithstanding the lease of the Premises to the Tenant, the Landlord may authorize other entities to sell food on the Golf Course operated on the Lands.

28. Insurance Requirements – The Tenant must, at its sole expense, obtain and maintain during the Term:

(a) commercial general liability insurance, covering third party liability claims, providing coverage for death, bodily injury, property loss and damage, arising out of or in connection with the operations, use and occupation of the Premises and Common Areas in an amount of not less than Five Million Dollars ($5,000,000) per occurrence, or such greater amount as the Landlord may reasonably require from time to time throughout the Term;

(b) "all risks" property insurance, including but not limited to loss or damage caused by or resulting from fire, lightning, theft, collapse, water damage, wind storm, sewer back ups - an "all risks" policy including the Supplies, and property of every description and kind owned by the Tenant, or for which the Tenant is legally liable and which is located in, at or on the Building or Common Areas; and

(c) other forms of insurance coverage required by the Landlord from time to time as would be reasonably required of a tenant.

29. Insurance Policies – The policies of insurance required to be taken out by the Tenant must be with companies satisfactory to the Landlord and must:

(a) name the Landlord as an additional insured and shall include a severability of interests clause and cross-liability clause;

(b) the policy in section 28(a) shall contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord or those for whom the Land is in law responsible;

(c) include that the Landlord is protected notwithstanding any act, neglect or misrepresentation by the Tenant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;

(d) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;

(e) be primary and non-contributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord is excess coverage;

(f) stay in force and not be amended, cancelled or allowed to lapse and shall contain an endorsement to provide the Landlord with thirty (30) days prior written notice to the Chief Administrative Officer of the Town of Qualicum Beach; and

(g) be on other terms acceptable to the Landlord, acting reasonably.

30. Insurance Certificates – The Tenant must obtain all required insurance at its sole expense and must, at least five (5) days before the commencement of the Term and promptly upon the

Landlord's request at such other times during the Term, provide the Landlord with certificates of insurance confirming the placement and maintenance of the required insurance. Failure to provide proof of insurance may result in immediate termination of this Lease.

31. Landlord May Insure – If the Tenant fails to insure as required, the Landlord may, but is not required to, with no notice to the Tenant, effect the insurance in the name and at the sole expense of the Tenant and the Landlord may collect all costs of such insurance as Additional Rent.

32. Damage or Destruction – The partial destruction or complete destruction by fire or other casualty of the Restaurant or the Building shall not terminate this Lease or entitle the Tenant to surrender possession of the Restaurant or to demand any abatement or reduction of the Rent or other charges payable under this Lease, notwithstanding any law or statute now or in the future to the contrary.

33. Tenant's Obligations When Damage or Destruction – In the event of damage to or destruction of the Restaurant, the Landlord shall have sixty (60) days to decide whether to repair or reconstruct, or to terminate this Lease, with no compensation to the Tenant. If the Landlord chooses to repair or reconstruct, the Base Rent shall abate during the time of repair or reconstruction only. If the Landlord chooses to terminate the Lease, Rent shall no longer be payable from the date of the Landlord's notice of termination.

34. Quiet Possession – The Landlord covenants and agrees with the Tenant to permit the Tenant, so long as the Tenant is not in default of the Tenant's obligations under this Lease, to peaceably possess and enjoy the Premises for the Term, without interference or disturbance from the Landlord or those claiming by, from or under the Landlord except for the Landlord's express rights under this Lease to enter within the Premises.

35. Interruptions – The Tenant acknowledges and agrees that renovations and repairs to the Premises and the Building from time to time may result in interruptions to the Tenant's quiet enjoyment of the Premises and that the Landlord shall not be liable to compensate the Tenant for such interruptions in any circumstances.

36. Release – The Tenant hereby releases the Landlord and its elected and appointed officials, officers, employees, agents, successors and assigns (the "Landlord's Representatives") from any and all liabilities, actions, damages, claims, demands, losses, costs, expenses, remediation costs, and harm whatsoever that the Tenant may in any way have, directly or indirectly, in relation to this Lease, the Premises, the Common Areas, or the occupation, activities or actions of the Tenant on or from the Premises and/or the Common Areas.

37. Indemnity – The Tenant shall indemnify, defend and save harmless the Landlord and the Landlord's Representatives from any and all liabilities, actions, damages, claims, demands, losses, costs, expenses, remediation costs, and harm whatsoever (including without limitation, the full amount of all consultant fees, costs, charges and expenses whatsoever) suffered by the Landlord or any of the Landlord's Representatives, whether related to death, bodily injury, property loss, property damage or consequential loss or damage, which may in any way, directly or indirectly, arise from or relate to:

(a) this Lease;

(b) any incident or occurrence in, on or from the Premises and/or Common Areas;

(c) any incident or occurrence related to the actions or activities of the Tenant;

(d) any breach or default of the Tenant under this Lease;

(e) any wrongful act, omission or negligence of the Tenant or any member, director, officer, employee, agent, volunteer, invitee, or licensee of the Tenant or any other person for whom the Tenant is responsible in law.

38. Survival – The obligations of the Tenant under sections 36 and 37 survive the expiry or earlier termination of this Lease.

39. Permission to Enter – The Landlord or its authorized representative may enter the Premises at all reasonable times, without prior notice, for the purposes of inspection of the Premises and to determine whether the Tenant is compliance with the terms of this Lease.

40. Ownership of Improvements at Termination – At the expiration of the Term, or earlier termination of this Lease, any improvements, extensions, installations, alterations, renovations or additions to the Premises, whether done by or on behalf of the Tenant, are forfeited to and become the permanent property of the Landlord, without compensation to the Tenant.

41. State of Premises at Termination – At the expiration of the Term or earlier termination of this Lease the Tenant must leave the Premises and the Common Areas, as well as the Leasehold Improvements, in a safe, clean, proper, and well-maintained condition, excepting only reasonable wear and tear, and if the Tenant fails to do so, the Landlord may take such steps as necessary to do so on behalf of the Tenant and the Tenant must, on demand, compensate the Landlord for all costs incurred by the Landlord or the Landlord may use the Security Deposit for this purpose.

42. No Assignment or Sublease – The Tenant shall not assign the Tenant's interest in this Lease, or sublet the Premises or any part of the Premises nor may the Tenant charge, mortgage or encumber or purport to charge, mortgage or encumber the Tenant's interest in the Premises or this Lease, without the Landlord's written consent. If by operation of law or by the sale, bequest, or other disposition of shares or securities in the Tenant the control or the beneficial ownership of the Tenant corporation is changed at any time during the Term of this Lease, such change will be deemed to be an assignment of this Lease within the meaning of this section.

43. Landlord's Rights and Remedies – These sections are contained in Schedule C.

44. Holding Over – If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration of the Term or earlier termination of this Lease, then, without any further written agreement, the Tenant shall be a monthly lessee paying monthly Base Rent in an amount of ten thousand dollars ($10,000) and subject always to the other provisions in this Lease insofar as the same are applicable to a month to month tenancy, and a tenancy from year to year shall not be created by implication of law, and nothing shall preclude the Landlord from taking action for recovery of possession of the Premises.

45. Remedies Cumulative – No reference to or exercise of any specific right or remedy by the Landlord prejudices or precludes the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for in this Lease. No such remedy is exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

46. Environmental Provisions –

(a) In this Lease:

(i) "Environmental Contaminants" means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable, explosive or radioactive materials, noxious substances, mould, and any other substances or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release of which into the environment is prohibited, regulated, controlled or licensed under Environmental Laws; and

(ii) "Environmental Laws" means any laws, statutes, regulations, orders, bylaws, permits, or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing or prohibiting Environmental Contaminants.

(b) It is the sole responsibility of the Tenant to satisfy itself with respect to the environmental conditions of the Premises and the Tenant covenants and agrees with the Landlord to:

(i) use the Premises and Common Areas in strict compliance with all Environmental Laws;

(ii) not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the Premises, the Common Areas, or the Lands;

(iii) promptly remove any Environmental Contaminants for which it is responsible from the Premises, the Common Areas, and the Lands in a manner that conforms to Environmental Laws governing their removal.

47. No Joint Venture – This Lease is intended to create only the relationship of landlord and tenant, and nothing in this Lease creates the relationship of principal and agent, or of partnership, joint venture or business enterprise or gives the Tenant any power or authority to bind the Landlord in any way.

48. Interpretation – In this Lease:

(a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;

(b) an "enactment" is a reference to an enactment as that term is defined in the *Interpretation Act* (British Columbia) on the day this Lease is made;

(c) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;

(d) section headings are inserted for ease of reference and are not to be used in interpreting this Lease;

(e) time is of the essence; and

(f) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".

49. Notices – Where any notice, request, direction or other communication (any of which is a "Notice") must be given or made by a party under the Lease, it must be in writing and is effective if delivered by hand to the Building or the Landlord's Municipal Hall, if sent by registered mail addressed to the party for whom it is intended at the address set forth above in the Lease, or may be sent by email to the Tenant oura@extremeeatz.com and to the Landlord corporateservices@qualicumbeach.com provided that any Notice to the Landlord must be to the attention of the Chief Administrative Officer. Any Notice is deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; and, if by hand, when received by a representative of the party; and if by email, when transmitted, except that any email transmitted after 4:00 p.m. or on a day that is not a business day shall be considered given on the next business day.

50. No Effect on Laws or Powers – Nothing contained or implied herein prejudices or affects the Landlord's rights and powers in the exercise of its functions pursuant to the *Local Government Act* (British Columbia) or the *Community Charter* (British Columbia), or their successor enactments, or its rights and powers under any enactment to the extent the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Restaurant as if this Lease had not been fully executed and delivered.

51. Landlord Discretion – Wherever in this Lease the approval or consent of the Landlord is required, some act or thing is to be done to the Landlord's satisfaction, the Landlord is entitled to form an opinion, or the Landlord is given discretion:

(a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the Landlord or its authorized representative;

(b) the approval, consent, opinion or satisfaction is in the sole discretion of the Landlord;

(c) any discretion of the Landlord is not subject to public law duties and the principles of procedural fairness and the rules of natural justice have no application; and

(d) the discretion of the Landlord is deemed to be the sole, absolute and unfettered discretion of the Landlord.

52. Severance – If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of the Lease.

53. Binding on Successors – This Lease enures to the benefit of and is binding upon the parties and their respective corporate successors, notwithstanding any rule of law or equity to the contrary.

54. Laws of British Columbia – This Lease must be construed according to the laws of the Province of British Columbia.

55. Whole Agreement – The provisions in this Lease constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Lease.

56. Registration of Lease – The Tenant shall not attempt to register this Lease in the Land Title Office.

57. Waiver or Non-Action – Waiver by the Landlord of any breach of this Lease by the Tenant must not be deemed to be a waiver of any subsequent breach by the Tenant. Failure by the Landlord to take any action in respect of any breach of this Lease by the Tenant must not be deemed to be a waiver of such breach. All waivers must be in writing.

58. Joint and Several – Where the Tenant consists of more than one person, the term "Tenant" shall mean all such persons jointly and severally.

59. Sale of Corporation, Business, or Goodwill - For certainty, any sale, transfer, assignment, or disposition of: the Tenant's shares or beneficial ownership, the business operated from the Premises, including any sale of goodwill that is attributable to or dependent upon the operation of the Restaurant, Banquet Hall, or Patio, shall be deemed to be an assignment of this Lease and is subject to section 42. No such sale or transfer is permitted without the prior written consent of the Landlord, which may be withheld in the Landlord's sole discretion. If the Lease is extended, the Tenant may, during the second term of the Lease (commencing 2031 if granted), propose a succession plan for the Landlord's consideration. A succession plan may include the proposed transfer of the business to a third party and is intended to demonstrate continuity of operations, financial capacity, and compatibility with the objectives of the facility. Approval of any succession plan shall be at the Landlord's discretion, acting reasonably and in good faith.

60. Schedules – List of Schedules is as follows:

Schedule A – Sketch Plan showing Restaurant
Schedule B – Inventory of Equipment (updated from time to time)
Schedule C – Landlord's Rights and Remedies

As evidence of their agreement to be bound contractually by the terms and conditions contained in this Lease, the parties have executed and delivered this Lease on the dates set out below:

TOWN OF QUALICUM BEACH
by its authorized signatory(ies):

[redacted] Sec. 22

[redacted] Sec. 22

Name:

April 2, 2026
Date

EXTREME EATZ RESTAURANTS INC.
by its authorized signatory(ies):

[redacted] Sec. 22

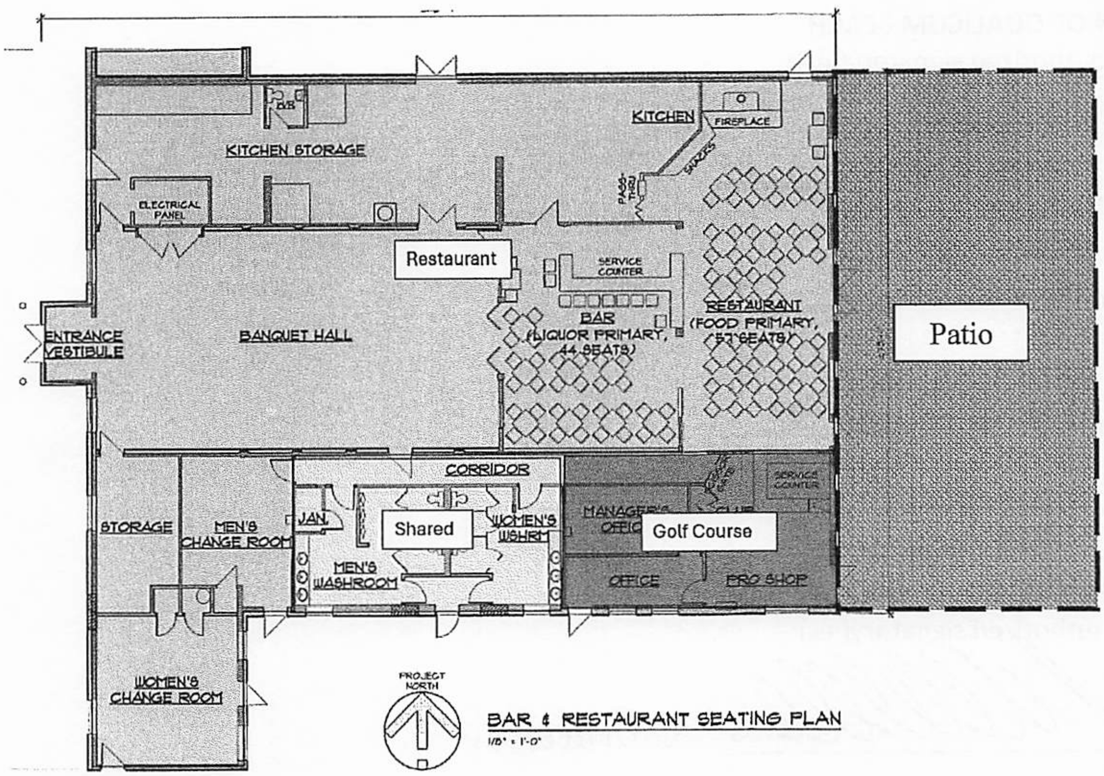
Name: N. Bidewell

[redacted] Sec. 22

Name: K. Giakoumakis

March 13th, 2026
Date

SCHEDULE A



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SCHEDULE B

Inventory of Leasehold Improvements by Tenant (to be updated from time to time)

Item	Brand	Model/Serial #	Quantity	Unit $$	Total

Total: $______

Inventory of Leasehold Improvements by the Landlord (to be updated from time to time)

Item	Brand	Model/Serial #	Quantity	Unit $$	Total

Total: $______

SCHEDULE C

LANDLORD'S RIGHTS AND REMEDIES

1. Re-Entry on Default –

If and whenever:

(a) the Rent hereby reserved, or any part thereof, is not paid on the day appointed for payment thereof, whether demanded or not, or

(b) the Tenant is in default of any of its other covenants, agreements, provisos, conditions, or rules and regulations to be kept, observed, or performed

then if the Landlord considers the default is curable by the Tenant, the Landlord may give to the Tenant notice of such default and, if at the expiration of 15 days after the giving of such notice in respect of a failure to pay Rent, and 30 days after the giving of such notice in the case of any other default, the default continues to exist, or if the Landlord considers the default to be non-curable, then in every such case, it will be lawful for the Landlord at any time thereafter to enter into and upon the Restaurant or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease contained to the contrary notwithstanding.

2. Termination

If and whenever the Landlord becomes entitled to re-enter upon the Restaurant under any provision of this Lease, the Landlord, in addition to all other rights and remedies, will have the right to terminate this Lease by giving to the Tenant or by leaving upon the Restaurant notice in writing of such termination. Thereupon, this Lease and the Term will terminate, and the Tenant will immediately deliver up possession of the Restaurant to the Landlord in accordance with this Lease.

3. Certain Consequences of Termination and Re-entry

If the Landlord re-enters the Restaurant or if this Lease is terminated by reason of any event set out in section 1 of this Schedule C, then without prejudice to the Landlord's other rights and remedies:

(a) the provisions of this Lease that relate to the consequences of termination, and the provisions of this Lease as they apply with respect to acts, events, and omissions that occurred prior to the termination, will all survive such termination;

(b) in addition to the payment by the Tenant of Rent and other payments for which the Tenant is liable under this Lease, Base Rent for the current month and the next ensuing three months will immediately become due and be paid by the Tenant or the person then controlling the Tenant's affairs; and

(c) the Tenant or person then controlling the affairs of the Tenant will pay to the Landlord on demand such reasonable expenses as the Landlord has incurred, and a reasonable estimate of the Landlord of expenses the Landlord expects to incur, in connection with the re-entering, terminating, reletting, collecting sums due or payable by the Tenant, and storing and realizing upon assets seized, including without limitation brokerage fees, legal fees (on a full indemnity basis) and disbursements, the expenses of cleaning and making and keeping the Restaurant in good order, and the expenses of repairing the Restaurant and preparing them for reletting.

4. Right of Landlord to Relet

If the Restaurant is abandoned or the Landlord becomes entitled to re-enter the Restaurant under this Lease, the Landlord will have the right, if it thinks fit, to enter the same as the agent of the Tenant either by force or otherwise, without being liable to any prosecution therefor and without terminating this Lease, to make such alterations and repairs as in the Landlord's opinion are necessary to facilitate a reletting of the Restaurant, and to relet the Restaurant as the agent of and at the risk of the Tenant and to receive the Rent therefor.

Upon each such re-letting, all Rent received by the Landlord from such reletting will be applied: first, to the payment of any indebtedness from the Tenant to the Landlord; second, to the payment of any costs and expenses of such re-letting, including brokerage and solicitor's fees, and of costs of any alterations and repairs; and third, to the payment of Rent due and unpaid hereunder. The residue, if any, will be held by the Landlord and applied in payment of future Rent as the same becomes due and payable hereunder. If such Rent received from such reletting during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant will pay any such deficiency, which will be calculated and paid monthly in advance on or before the first day of each and every month.

No such re-entry or taking possession of the Restaurant by the Landlord pursuant to this clause will be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to the Tenant.

5. Bankruptcy

If, during the Term:

(a) any of the goods or chattels of the Tenant are at any time seized or threatened to be seized in execution or attachment by any creditor of the Tenant, or

(b) the Term should be taken in execution or attachment for any cause whatever, or any steps or proceedings commenced in that respect, or

(c) if a receiver or receiver-manager should be appointed in respect of any property of the Tenant, or any steps or proceedings commenced in that respect, or

(d) the Tenant should make any assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent or take the benefit of any applicable law now or hereafter in force for bankrupt or insolvent debtors, or any steps or proceedings commenced in any of those respects, or

(e) if the Tenant receives from any of its secured creditors a notice under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, advising the Tenant that the secured creditor intends to realize upon security located at the Restaurant and/or Common Areas, or

(d) if the Tenant is a corporation and any order should be made for the winding-up of the Tenant or other termination of the corporate existence of the Tenant, or any steps or proceedings commenced in those respects,

then in any such case at the option of the Landlord this Lease will cease and determine and the Term will immediately become forfeited and void and the then-current month's Rent and the next ensuing three months' Rent will immediately become due and be paid and the Landlord may immediately claim the same together with any arrears then unpaid and any other amounts owing to the Landlord by the Tenant, and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Restaurant and become the owner of and remove the Tenant's effects therefrom, any statute or law to the contrary notwithstanding, the whole without prejudice to and under reserve of all other rights, remedies, and recourses of the Landlord.

6. Reorganization of Debts

If, during the Term, the Tenant takes any action or commences any proceeding, or any action or proceeding is being taken or commenced by another person or persons against the Tenant relating to the reorganization, readjustments, compromise or settlement of the debts owed by the Tenant to its creditors, including, without limitation, the filing of a notice of intention to make a proposal or the filing of a proposal pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the making of an order under the *Companies' Creditors Arrangement Act* (Canada) or the commencement of any similar action or proceeding by the Tenant or such person or persons, then, in any such case, at the option of the Landlord, this Lease will cease and determine and the Term will immediately become forfeited and void and the then-current month's Rent and the next ensuing three months' Rent will immediately become due and payable and the Landlord may immediately claim the same, together with any arrears then unpaid and any other amounts owing to the Landlord by the Tenant, and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Restaurant and become the owner of and remove the Tenant's effects therefrom, any statute or law to the contrary notwithstanding, the whole without prejudice to and under reserve of all other rights, remedies, and recourses of the Landlord.

7. Winding Up

If, during the Term, the Tenant takes any action or commences any proceeding, or any action or proceeding is being taken or commenced by another person or persons against the Tenant in respect of the liquidation, dissolution or winding up of the Tenant, including without limitation, any action or proceeding under the *Winding-Up and Restructuring Act*, the *Business Corporations Act*, the *Canada Business Corporations Act* or other similar legislation, then, in any such case, at the option of the Landlord, this Lease will cease and determine and the Term will immediately become forfeited and void and the then-current month's Rent and the next ensuing three months' Rent will immediately become due and be paid and the Landlord may immediately claim the same, together with any arrears then unpaid and any other amounts owing to the Landlord by the Tenant, and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Restaurant and become the owner of and remove the Tenant's effects there from, any statute or law to the contrary notwithstanding, the whole without prejudice to and under reserve of all other rights, remedies, and recourses of the Landlord.

8. Right of Landlord to Seize

The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant and, notwithstanding any such law, the Landlord may seize and sell (either by public or private sale) all of the Tenant's goods and property which at any time have been located within the Restaurant and Common Areas, and apply the proceeds of such sale upon Rent outstanding and upon the costs of the seizure and sale, in the same manner as might have been done if such law had not been passed. The Tenant further agrees that if it leaves the Restaurant, leaving any Rent unpaid, the Landlord, in addition to any remedy otherwise provided by law, may follow, seize, and sell such goods and property of the Tenant at any place to which the Tenant or any other person may have removed them, in the same manner as if such goods and property had remained upon the Restaurant and Common Areas.

9. Fraudulent or Clandestine Removal of Goods

Removal by the Tenant of its goods outside the ordinary course of its operations either during or after public hours will be deemed to be a fraudulent or clandestine act, thereby enabling the Landlord to avail itself of all remedies at law including, but not limited to, the Landlord's rights to follow the Tenant's goods and to recover more than the value of the goods so removed.

10. Right of Landlord to Perform Tenant's Covenants

If at any time the Tenant defaults in the observance or performance of any obligation herein contained on its part to be observed or performed and so often as the default happens, then the Landlord may, but will not be obligated so to do, without waiving or releasing the Tenant from its obligations under this Lease, itself observe and perform the covenant or covenants in respect of which the Tenant has made default or make payment of the amounts the Tenant has failed to pay, and all costs and expenses incurred by the Landlord in the observance or performance of such covenant or covenants, including, without limitation, legal costs on a solicitor-client basis, and any amounts so paid by the Landlord will bear interest at 6% per annum from the date such amounts are paid until repaid by the Tenant to the Landlord, and will be a charge on the Restaurant in favour of the Landlord in priority to the interest of the Tenant hereunder and of any person claiming through or under the Tenant, and all such costs, expenses, and amounts and interest thereon will be payable forthwith by the Tenant to the Landlord, and the Tenant covenants to pay the same forthwith on demand by the Landlord, and the same will be treated as Additional Rent due and payable to the Landlord hereunder, and the Landlord will have the same rights and remedies and may take the same steps for recovery thereof as for the recovery of Additional Rent in arrears.

11. Payment of Landlord's Expenses

If at any time an action is brought or the Landlord is otherwise required to employ the services of a bailiff, an agent, or its solicitors for recovery of possession of the Restaurant, recovery of Rent or any part thereof, or because of a breach by act or omission of any covenant herein contained on the part of the Tenant, the Tenant will pay to the Landlord all expenses incurred by the Landlord in the enforcement of its rights and remedies hereunder (including the Landlord's administrative costs in connection therewith) together with interest thereon at 6% per annum. from the date such expenses are incurred until paid, whether or not any formal proceedings in or before any court, arbitrator, or other tribunal will have been initiated.

12. Interest

The Tenant will pay to the Landlord interest at the rate equal to 6.0% per annum on all payments of Rent which have become overdue so long as such payments remain unpaid.

13. Non-acceptance of Surrender

No acceptance of keys for the Restaurant by the Landlord and no other act of the Landlord will be considered as an acceptance by the Landlord (implied or otherwise) of a surrender of this Lease by the Tenant. Only a written acknowledgment of surrender agreement executed by two (2) authorized representatives of the Landlord will be effective as an acceptance by the Landlord of a surrender of this Lease.

END OF DOCUMENT

AMENDMENT LEASE AGREEMENT

THIS AGREEMENT made the 14th day of April, 2026.

BETWEEN:

TOWN OF QUALICUM BEACH
201 – 660 Primrose Street
Qualicum Beach, B.C.
V9K 1S7

(the "Landlord")

AND:

EXTREME EATZ RESTAURANTS INC. (Inc. No. BC1083161)
176 Crescent Road East
Qualicum Beach, B.C.
V9K 1L6

(the "Tenant")

WHEREAS:

A. By an Agreement dated April 2, 2026, (the "**Lease**"), the Landlord leased to the Tenant those lands and premises located at 444 Country Club Drive and known as Eaglecrest Golf Course; and

B. The Landlord and the Tenant wish to amend such lease to address matters relating to the Tenant's holding of, and operation under a liquor licence in respect of the Leased Premises, on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements below, and in consideration of the payment of $1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. The Lease is hereby amended by inserting the following section:

   22.1. Liquor Licence – The Landlord and the Tenant acknowledge that Liquor Licence numbers 082571 and 037313 (the "Liquor Licence") issued under the *Liquor Control and Licencing Act* (British Columbia) for the sale and service of alcoholic beverages, are permanently associated with the Premises and shall remain the property of and tied to the Premises at all times.

   The Tenant, at its sole expense, shall provide all information and documentation required by the Liquor and Cannabis Regulation Branch in connection therewith to permit the sale and service of alcoholic beverages at the Premises. Following transfer of the Liquor Licence to the Tenant, the Tenant shall, at its sole expense, and at all times comply with and maintain the Liquor Licence during the Term and shall pay all licence fees levied or imposed in connection with the Liquor Licence.

Upon the expiry or earlier termination of this Agreement, the Tenant shall, at its sole expense, initiate the transfer of the Liquor Licence to the Landlord, or the Landlord's designate and the Tenant shall execute all such documents and do such things as may be required in order to complete such transfer to the Landlord. The Tenant shall not apply for, effect, or permit any transfer, relocation or amendment of the Liquor Licence, nor submit any application that would result in a change of licensee, without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion. In addition, the Tenant shall not cause the Liquor Licence to be suspended, lapse, expire or be cancelled or cause any act or omission that jeopardizes the transfer of the liquor licences back to the Landlord.

This Agreement may be executed by the parties in any number of counterparts, and such counterparts may be transmitted by facsimile or other electronic means, and if so executed and transmitted, such counterparts shall together constitute one and the same document and shall be for all purposes as effective as if the parties had delivered an executed original.

As evidence of their Agreement to be bound by the above terms, the Landlord and the Tenant have each executed this Amendment Lease below on the respective date written above.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

TOWN OF QUALICUM BEACH
by its authorized signatory(ies):

[redacted]

Name: [redacted]

Name: Heather Svensen

Date April 14, 2026

EXTREME EATZ RESTAURANTS INC.
by its authorized signatory(ies):

[redacted]

Name: [redacted]

Name:

April 14/26

Date