

May 18, 2020 (Japanese Year Reiwa 2)

Landlord: Victorinox Real Estate K.K.  
President, Yosuke Nishikawa (Victorinox Real Estate K.K. Stamp Sealed)

██████████, Inc.  
President  
██████████

Regarding A Fixed-Term Building Lease Contract Statement

Dear Sir, I hope you are doing well.

On behalf of the Victorinox Real Estate, please find attached a Fixed-Term Building Lease Contract. This is to confirm that the period of November 30, 2017 to November 30, 2020 when ██████████ was responsible to move out, and occupied our building.

Therefore, we have attached our Notice of Fixed-Term Building Lease Contract related statement. Also, separately, we will send you a draft of Fixed-Term Building Lease Contract.

Thank you for your cooperation on this subject.

Regards

Copy) ██████████

# Fixed-Term Building Lease Contract Statement

Landlord: Victorinox Real Estate K.K.  
President, Yosuke Nishikawa (Victorinox Real Estate K.K. Stamp Sealed)

In terminating a fixed-term building lease agreement for the following rented rooms, the explanation will be given as follows based on Article 38, Paragraph 2 of the Land Leasing Law.

The lease agreement for the following rental rooms cannot be renewed, and the lease will be terminated when the period expires. Therefore, please be advised that the following rental rooms must be demolished, emptied, out and returned before the termination of this period.

## Record

- |                    |  |
|--------------------|--|
| 1. Rental Room     | ████████████████████ Tokyo                 |
|                    | VICTORINOX ANNEX BUILDING 324.46m2         |
| 2. Purpose of Use  | Office, Nursery, English Lesson            |
| 3. Contract Period | From December 1, 2017 to November 30, 2020 |

That's All

We hereby received an above explanation statement from the landlord based on the Article 38, Paragraph 2 of the Lease and Land Lease Act.

	Year	Month	Date
Renter	██████████	██████████	██████████ Inc.
President	██████████	██████████	(Sign Seal)
			Or
	██████████	██████████	FOUNDATION
Chairman	██████████	██████████	(Sign Seal)

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## Letter of Agreement

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Wed, May 20, 2020 at 9:27 AM

To: Michael Tschümperlin <Michael.Tschuemperlin@victorinox.com>

Dear Michael,

I hope you and your family are safe and well in Ibach. I wish Switzerland a beautiful country to recover quickly.

I am contacting you regarding an agreement letter from Mr. Nishikawa whom we never met though we are 80 meters away.

Tonight, our President, Mrs. [REDACTED] returned home from work and her husband showed her an agreement letter from Victorinox Japan. The agreement stated that the school and the charitable work must stop, demolished and out before November 30 and sign that we were responsible to move out in November 2017. The content is very negative.

We are very shocked about this sudden notice and confused with our recent communication exchanges. Mr. Aiura has been advising Mrs. [REDACTED] opposite information from what he has been emailing to me, cc: you. This has been causing more confusions on our side.

We cannot operate our school without the current Victorinox building and we believe that Mr. Elsener understood our deep love towards Victorinox. Last week, we reopened safely and we just had a flower arch delivered to welcome back the children with positive energy this morning.

Please find below a recap of recent events.

April 1 - We were very excited to receive your rental agreement offer.

\* Since April 1, we have requested Mr. Aiura to email us the lease agreement, but he has refused for almost 2 months.

April 7 - Japan announced an emergency state lock down until May 6, possibly to May 31.

April 10 - Our school closed for safety. Mrs. [REDACTED] emailed Mr. Aiura apologetically that the May rent will be delayed due to lockdown.

April 24 - I requested for additional space rental due to more students attending from September.

April 27 - Mr. Aiura emailed me, cc: you he would reply after internal discussions.

April 30 - Mr. Aiura informed Mrs. [REDACTED] it was impossible to rent any additional space because everything was occupied and our request was not realistic.

May 1 - Mr. Aiura emailed me, cc: you about considering our request positively. He wrote that we must complete the lease agreement.

\* We were very confused with his information because it was opposite from what he confirmed a day before and he never sent us the lease agreement.

May 11 - Mr. Aiura kept asking about May rent even Mrs. [REDACTED] has explained to him a few times since early April. Mrs. [REDACTED] suggested to me that maybe he was not happy that we asked for additional space to rent, so I mentioned in my email that it was ok not to proceed if he preferred. This might have been misunderstood, but, they only talked about the additional space and I certainly referred to the additional space only.

May 15 - I have confirmed the rent payment, but no response from Mr. Aiura.

May 19 - Mrs. [REDACTED] called Mr. Aiura about an internet connection problem at the Victorinox building. Mr. Aiura didn't mention anything about the agreement letter. On this same day, the agreement letter was express mailed to Mrs. [REDACTED]'s private home without any notice.

May 20 - Mrs. [REDACTED] received an agreement letter at home.

\* Mr. Aiura never explained about the agreement letter and sent it to Mrs. [REDACTED] private home when he was aware she was working at the Victorinox building. Any private homes cannot be contacted unless it is agreed by the owner of the property under the Personal Information Protection Law in Japan.

Please let me know if we can review this matter.

Thank you for your time and support as always.



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Thu, May 21, 2020 at 5:40 AM

To: Michael Tschümperlin <Michael.Tschuemperlin@victorinox.com>

Dear Michael,

Please find attached the agreement letter Mrs. [REDACTED] received at home last night from Mr. Nishikawa of Victorinox Japan.

We are attaching the original copy and the translation in English.

Thank you as always.



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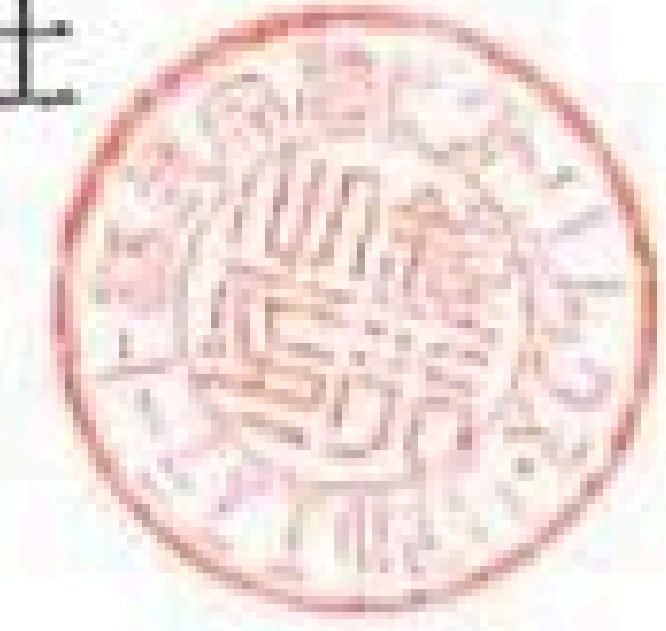
**2 attachments**

 **Victorinox Lease Contract Statement (Original).pdf**  
171K

 **Victorinox Lease Contract Statement (Translation).pdf**  
40K

## 定期建物賃貸借契約についての説明

賃貸人：ビクトリノックス・リアルエステート株式会社  
代表取締役 西川 洋祐



下記貸室について定期建物賃貸借契約を締結するに当たり、借地借家法第38条第2項に基づき、次のとおり説明します。

下記貸室の賃貸借契約は、更新がなく、期間の満了により賃貸借は終了します。したがって、期間の満了の日までに、下記貸室を原状回復のうえ、明け渡して頂くこととなりますので、予めご承知おき願います。

### 記

1. 貸室 東京都港区西麻布三丁目 17 番 3 号  
ビクトリノックスアネックスビル 324.46 m<sup>2</sup>
2. 使用目的 事務所、認可外保育園、英語塾
3. 契約期間 2017 年 12 月 1 日から  
2020 年 11 月 30 日まで

以上

上記につき賃貸人より借地借家法第38条第2項に基づく説明を受けました。

年 月 日  
賃借人 [redacted] 株式会社  
代表取締役 [redacted] 印  
又は  
[redacted] 一般財団法人  
代表理事 [redacted] 印