

THE BROCK HOUSE SOCIETY

under the patronage of the
Lieutenant-Governor of British Columbia,
The Honourable Henry P. Bell-Irving, DSO, OBE, ED,
and Mrs. Bell-Irving

3875 POINT GREY ROAD, VANCOUVER, B.C. V6R 1B3
TELEPHONE 228-1461

BROCK HOUSE: Activity Centre for Seniors on Jericho Beach

November 2nd, 1983

Mr. Len Ryan,
Manager of Central Recreation Services,
Vancouver Board of Parks & Recreation,
2099 Beach Avenue,
Vancouver, B.C.
V6G 1Z4

BOARD OF PARKS
& RECREATION
REF. NO. _____
REF. TO _____
DATE _____
RELEASED BY _____
DATE _____

Dear Len:

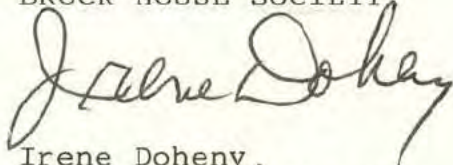
Thank you for the draft of our lease with the City of
Vancouver (Parks & Recreation) sent us on October 26,
1983.

I have sent a copy to our Legal Counsel, David Freeman,
Q.C., and to our Treasurer as well as our President.

We will advise you in writing as soon as the above have
discussed the contents.

Yours sincerely,

BROCK HOUSE SOCIETY



Irene Doheny,
Executive Coordinator.

ID/jf

BROCK HOUSE LEASES

This matter was referred from the December 13, 1982 Standing Committees meeting. Staff report dated December 10, 1982 recommending that the Board approve a renewal of the sublease.

Moved by Commissioner Ashford, seconded by Commissioner Livingstone

THAT the Board approve a renewal of the sublease between Brock House Society and Brock House Holdings Limited for a five year term commencing January 1, 1983.

THAT the lease between the Board and the Brock House Society be renewed for a five year term commencing January 1, 1983 with amendments as outlined in Appendix A.

- Carried.

From: ["Collins, Tim" <Tim.Collins@vancouver.ca>](mailto:Tim.Collins@vancouver.ca)
To: ["Araujo, Sev" <sev.araujo@vancouver.ca>](mailto:sev.araujo@vancouver.ca)
Date: 4/29/2020 10:43:03 AM
Subject: FW: Parks Board Address
Attachments: VBP&REC 03-05-20.docx

See below

From: Carl Jonsson [mailto:jonsson@securitieslaw.bc.ca]
Sent: Wednesday, April 29, 2020 10:23 AM
To: Collins, Tim
Subject: RE: Parks Board Address

Mr. Collins:

I attach a copy of the Brock House letter to you dated March 5, 2020. This is the letter that I referred to in my email to you on April 17th.

I note that we used an incorrect Postal Code in the letter. Did you receive the letter? We have no record of it having been returned undelivered.

Carl Jonsson

Carl R. Jonsson
Tupper Jonsson & Yeadon
Barristers & Solicitors
An Association of Lawyers and Law Corporations
1710 - 1177 West Hastings Street
Vancouver, B.C. V6E 2L3
Tel: (604) 640-6357
Fax: (604) 681-0139

This message may contain confidential or privileged material. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this email in error please immediately reply to the sender and delete the email from your computer. Thank you

From: Collins, Tim [mailto:Tim.Collins@vancouver.ca]
Sent: Friday, July 26, 2019 4:04 PM
To: Carl Jonsson
Subject: Parks Board Address

Hello Mr. Jonsson,

Please address any correspondence to:

The Vancouver Board of Parks and Recreation
2099 Beach Avenue
Vancouver, BC
V6G 1Z4

Sincerely,

Tim Collins (RIBC)
Supervisor of Commercial Operations
Vancouver Parks Board
604-257-8437



BROCK HOUSE SOCIETY
3875 Point Grey Road
Vancouver, BC V6R 1B3

March 5, 2020

Vancouver Board of Parks and Recreation
2099 Beach Avenue
Vancouver, BC
V6G 7Z4

Attention: Mr. Tim Collins
Supervisor of Commercial Operations

Dear Mr. Collins:

Re: Lease of Brock House to Brock House Society

Brock House Society, a community-based, not-for-profit society, delivers the only dedicated seniors programming in the northwest quadrant of the City with no cost to the Park Board or the City. We are writing today to ensure that this can remain the case for the foreseeable future. While the Lease expiry date is over three years away (July 31, 2023), the Society's Board would like to begin a conversation about early renewal of the Lease. We request that the Term of the Lease be extended to 2043.

Brock House was built more than 100 years ago – in 1912. Since 1974 the Society has been responsible for the operation and well-being of this wonderful designated heritage building. The Society has provided uninterrupted educational, social, and health and wellness programming since that date. We have had annually in recent years over 2,000 seniors taking advantage of our programs and services. The Society is funded through membership fees, programs, fundraising events and donations, and a large portion of our funding is derived from the arrangement that we have with our licensed restaurant operator, W.W. Catering Services Ltd.

Early renewal of the Lease will provide the Society with the certainty we need to complete our planning for the House's necessary major repair projects and, importantly, the time to raise sufficient funds to pay for those projects. Identifying the necessary major repairs has brought into question the definition of the Lease's term "all structural elements". Currently the Society must repair and replace at its own cost "all structural elements" in Brock House. Without a definition of "structural elements", it is not clear to the Society what its obligations are.

The time that it will take to review and update the Lease is critical to the success of the repair and maintenance of Brock House and to the services provided at the Brock House. Early renewal of the Lease will provide the Park Board and the City with assurances that Brock House will continue in the long term as a valuable resource and service centre to Vancouver seniors and to the City of Vancouver itself.

Enclosed is a copy of a Report recently prepared for the Societies' Board. Also enclosed is a copy of our 2020 Spring Program – which will give you information about the extensive programs provided at Brock House.

I look forward to your response comments. We suggest the next step in the process should be a meeting to discuss our proposal in further detail.

Yours sincerely,

BROCK HOUSE SOCIETY

Per:

Carl R. Jonsson
Director and 1st V-P
cc: Tricia Barker

From: ["Collins, Tim" <Tim.Collins@vancouver.ca>](mailto:Tim.Collins@vancouver.ca)
To: ["Araujo, Sev" <Sev.Araujo@vancouver.ca>](mailto:Sev.Araujo@vancouver.ca)
Date: 4/17/2020 1:51:54 PM
Subject: Fwd: [EXT] Brock House Lease

This was the document package that was on your desk
Tim

Sent from my iPhone

Begin forwarded message:

From: Carl Jonsson <jonsson@securitieslaw.bc.ca>
Date: April 17, 2020 at 1:32:09 PM PDT
To: "Collins, Tim" <Tim.Collins@vancouver.ca>
Cc: "Barker, Tricia" <Tricia.Barker@vancouver.ca>
Subject: [EXT] Brock House Lease

\u-257 ? **City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Dear Mr. Collins:

On March 5, 2020 I sent you a letter proposing a renewal of the Brock House Lease with some revisions. I have not had a reply. I have a Brock House Executive Meeting next Wednesday, April 22nd and will be expected to report on the status of my contact with your office.

I would much appreciate it if you could let me know what the status is of your review of my letter and the proposals contained in it. It would also be helpful to me if you could comment on the process for the review of my proposals by your office. Does the review have to involve the City?

Sincerely,

Carl Jonsson

—
Carl R. Jonsson
Tupper Jonsson & Yeadon
Barristers & Solicitors

An Association of Lawyers and Law Corporations
1710 - 1177 West Hastings Street
Vancouver, B.C. V6E 2L3
Tel: (604) 640-6357
Fax: (604) 681-0139

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From: ["Collins, Tim" <Tim.Collins@vancouver.ca>](mailto:Tim.Collins@vancouver.ca)
To: ["Araujo, Sev" <sev.araujo@vancouver.ca>](mailto:sev.araujo@vancouver.ca)
Date: 4/22/2020 10:41:14 AM
Subject: RE: Brock House Lease - DRAFT response

Sev,
Please review and comment

Hello Mr. Jonsson,

We did receive your letter proposing a renewal of the Brock House Lease with some revisions, however the receipt of the letter corresponded with the city wide suspension of operations and services in response to the C-19 pandemic.

This has resulted in fewer resources available and those remaining resources being reallocated to evolving priorities within the city.

Any further renewals of the Brock House lease would be subject to the City of Vancouver and Vancouver Board of Parks and Recreation procurement policies.

We will do our best to review and respond to your proposal as quickly as possible and appreciate your continued patience with this matter.

Sincerely,

Tim Collins

From: Carl Jonsson [mailto:jonsson@securitieslaw.bc.ca]
Sent: Friday, April 17, 2020 1:32 PM
To: Collins, Tim
Cc: Barker, Tricia
Subject: [EXT] Brock House Lease

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Dear Mr. Collins:

On March 5, 2020 I sent you a letter proposing a renewal of the Brock House Lease with some revisions. I have not had a reply. I have a Brock House Executive Meeting next Wednesday, April 22nd and will be expected to report on the status of my contact with your office.

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and the proposals contained in it. It would also be helpful to me if you could comment on the process for the review of my proposals by your office. Does the review have to involve the City?

Sincerely,

Carl Jonsson

Carl R. Jonsson
Tupper Jonsson & Yeadon
Barristers & Solicitors
An Association of Lawyers and Law Corporations
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Fax: (604) 681-0139

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From: "Araujo, Sev" <Sev.Araujo@vancouver.ca>
To: "Conrad Guelke" s.22(1)
"Collins, Tim" <Tim.Collins@vancouver.ca>
"Edward \ (Ted\) Robinson" s.22(1)
jim s.22(1)
"Val Lynn" s.22(1)
"Joanne Haramia" s.22(1)
Date: 5/24/2022 5:34:48 PM
Subject: RE: Brockhouse Agreement August 1, 2023

Hello everyone,

Just confirming our meeting tomorrow as my system shows nobody having accepted.

Ways to join meeting outlined below as an additional measure.

Sev Araujo *he/him*

Manager, Commercial Operations

Vancouver Park Board, City of Vancouver

o. 604 257 8436 / f. 604 257 8427

e: Sev.Araujo@vancouver.ca

*We acknowledge that we are on the unceded territories of the Coast Salish Nation, the xʷməθNəṣəm (Musqueam),
ᑭᐱᐱᐱᐱ 7mesh (Squamish) and səliłwətaʔ (Tsleil-Waututh)*

-----Original Appointment-----

From: Araujo, Sev

Sent: Wednesday, May 18, 2022 5:51 PM

To: Araujo, Sev; Conrad Guelke; Tim Collins; Edward (Ted) Robinson; jim s.22(1) Val
Lynn; Joanne Haramia

Subject: Brockhouse Agreement August 1, 2023

When: Wednesday, May 25, 2022 3:00 PM-4:00 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Via WebEx

— Do not delete or change any of the following text. —

When it's time, join your Webex meeting here.

Meeting number (access code): s.15(1)(l)

Meeting password: s.15(1)(l)

Join meeting

Tap to join from a mobile device (attendees only)

+1-604-646-8916 s.15(1)(l) VANCOUVER LOCAL
1-855-699-3239,, CANADA/US TOLL FREE

Join by phone

1-604-646-8916 VANCOUVER LOCAL
1-855-699-3239 CANADA/US TOLL FREE
[Global call-in numbers](#) | [Toll-free calling restrictions](#)

If you are a host, [click here](#) to view host information.

Need help? Go to <https://cov.service-now.com/cov>

IMPORTANT NOTICE: Please note that this WebEx service allows audio and other information sent during the session to be recorded, which is discoverable in a legal matter. By joining this session, you automatically consent to such recordings. If you do not consent to being recorded, discuss your concerns with the host or do not join the session.

Collection Notice and Consent Statement

Personal information collected, whether via WebEx, email or telephone, will be used by the City of Vancouver only for the purpose of managing attendance and collaborating with other individuals involved in the meeting. Such personal information is collected by the City of Vancouver under the authority of s. 26(c) of the Freedom of Information and Protection of Privacy Act. Questions may be directed to the Director, Access to Information at 453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4 or via telephone at 604-873-7000

NOTE THAT ANY INFORMATION SUBMITTED TO WEBEX WILL BE STORED ON SERVERS IN THE UNITED STATES AND ACCESSED IN THE UNITED STATES OR INTERNATIONALLY WHEN REQUESTED BY COV FOR TECHNICAL SUPPORT PURPOSES AND BY CISCO IN ACCORDANCE WITH WEBEX PRIVACY POLICY

CY

From: ["Patrick North" <patrick@gnkinsurance.com>](mailto:patrick@gnkinsurance.com)
To: ["Flewin, Yuna" <yuna.flewin@vancouver.ca>](mailto:yuna.flewin@vancouver.ca)
CC: ["Sophie Djordjevic" <sophied@brockhousesociety.com>](mailto:sophied@brockhousesociety.com)
Date: 4/20/2015 10:19:30 AM
Subject: Certificate of Insurance - Brock House Society
Attachments: COI - City and Parks - 2015.pdf

We are the insurance brokers for the Brock House Society.

Please find attached a current certificate of insurance.

Sincerely,

Patrick North, B.Comm., LL.B., CIP | Vice-President
GNK Insurance Services Inc.
3295 West Broadway, Vancouver, BC V6K 2H5
T: 604 731-4684 | F: 604 731-7107
E: patrick@gnkinsurance.com

From: Sophie Djordjevic [<mailto:sophied@brockhousesociety.com>]
Sent: Monday, April 20, 2015 9:15 AM
To: Patrick North
Subject: FW: Insurance Renewal - Brock House Society

Attached is the form from the City.

Sophie

From: Flewin, Yuna [<mailto:yuna.flewin@vancouver.ca>]
Sent: 17 April, 2015 4:18 PM
To: Sophie Djordjevic
Subject: Insurance Renewal - Brock House Society

Hello Sophie,

I hope this email finds you well!

It's that time of the year again... My records show your insurance expired on April 15.

Please complete the attached form and return to my attention at your earliest convenience.

Best regards,

Yuna Flewin, Research Assistant
Vancouver Board of Parks and Recreation
2099 Beach Avenue, Vancouver, BC V6G 1Z4

T: 604-257-8480 F: 604-257-8501 E: yuna.flewin@vancouver.ca



GENERAL CERTIFICATE OF INSURANCE



Section 8 b) – Staff to select the required # of days Written Notice before sending the certificate out for completion.
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, as represented by its Board of Parks & Recreation
2099 Beach Avenue, Vancouver, BC, V6G 1Z4

and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: [must be the same name as the Permittee/Licensee or Party(ies) to the Contract and is/are either an Individual(s) or a legally incorporated company(ies)]

Brock House Society

MAILING ADDRESS:

3875 Point Grey Road, Vancouver, BC V6R 1H3

LOCATION ADDRESS:

3875 Point Grey Road, Vancouver, BC V6R 1H3

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

Non-Profit Senior Citizen's Activity Centre

3. PROPERTY INSURANCE naming the City of Vancouver and its Board of Parks & Recreation as Named Insureds and/or Loss Payees with respect to their interests and shall contain a waiver clause in favour of the City of Vancouver and its Board of Parks & Recreation

(All Risks Coverage including Earthquake and Flood)

INSURER: Intact Insurance

TYPE OF COVERAGE: Outbuilding & Contents

POLICY NUMBER: 501178248

POLICY PERIOD: From 1-Apr-15 to 1-Apr-16

INSURED VALUES: (Replacement Cost)

Building and Tenants' Improvements \$185,598

Contents and Equipment: \$ 512,402

Deductible Per Loss: \$ 1,000

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

☒ Personal Injury

☒ Products and Completed Operations

☒ Cross Liability or Severability of Interest

☒ Employees as Additional Insureds

☒ Blanket Contractual Liability

☒ Non-Owned Auto Liability

INSURER: Intact

POLICY NUMBER: 501178248

POLICY PERIOD: From 1-Apr-15 to 1-Apr-16

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

Per Occurrence: \$ 5,000,000

Aggregate: \$ 5,000,000

All Risk Tenants' Legal Liability: \$ 2,000,000

Deductible Per Occurrence: \$ 1,000

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER: N/A

POLICY NUMBER: N/A

POLICY PERIOD: From _____ to _____

LIMITS OF LIABILITY:

Combined Single Limit: \$ N/A

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE

INSURER: N/A

POLICY NUMBER: N/A

POLICY PERIOD: From _____ to _____

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

Per Occurrence: \$

Aggregate: \$

Self-Insured Retention: \$

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit.

8. POLICY PROVISIONS:

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) The City of Vancouver and its Board of Parks & Recreation, their officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
- b) SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
- c) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver and its Board of Parks & Recreation shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Fahim North GNK INSURANCE - 3295 W. BROADWAY, VANCOUVER, BC
 PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

TEL: 604-731-4684

Dated: April 20/2015

LEASE RENEWAL AND MODIFICATION AGREEMENT

This Agreement made effective as of February 1, 2013 (the “Effective Date”)

BETWEEN:

**CITY OF VANCOUVER, as represented by its
BOARD OF PARKS AND RECREATION**
2099 Beach Avenue
Vancouver, British Columbia, V6G 1Z4

(the “Landlord”)

AND:

BROCK HOUSE SOCIETY (Incorporation No. S-00111242)
3875 Point Grey Road
Vancouver, British Columbia, V6R 1B3

(the “Tenant”)

BACKGROUND:

- A. The Landlord is the owner of all and singular those lands situate in the City of Vancouver, in the Province of British Columbia, having a civic address of 3875 Point Grey Road, Vancouver, and legally described as:

Parcel Identifier: 016-622-430
Legal Description: Lot E, District Lot 448, Plan 22608

(the “Lands”)

which Lands are part of an area which the City of Vancouver has designated as a permanent public park over which the Vancouver Board of Parks and Recreation has exclusive jurisdiction and control, and on which has been constructed a three-storey wood frame building with full basement and atrium known as “Brock House” (referred to in the Lease and this Renewal Agreement as the “Premises”).

- B. The Tenant has operated a seniors’ activity centre at the Premises since on or about 1977;
- C. By a lease dated January 1, 2003 (the “Lease”), the Landlord did, inter alia, lease to the Tenant the Premises for a term of ten (10) years commencing on February 1, 2003 and expiring at 11:59pm on January 31, 2013.
- D. By this Renewal Agreement, the parties wish to renew the Lease for a further term of six (6) months commencing February 1, 2013 and expiring at 11:59pm on July 31, 2013.
- E. All defined terms in this Renewal Agreement have the meanings ascribed to them in the Lease unless the context otherwise requires or unless otherwise stated in this Renewal Agreement.

THE LANDLORD AND THE TENANT agree to modify the Lease as follows:

1. Section 1.01 of the Sublease is deleted in its entirety and the following substituted therefor:

"Section 1.01 Term

In consideration of the rents, covenants and conditions herein on the part of the Tenant to be performed and observed, the Landlord hereby leases the Premises to the Tenant to have and to hold the same for and during the term of six (6) months commencing on the 1st day of February, 2013 and expiring at 11:59pm on the 31st day of July, 2013 (the "Term").

2. Section 1.02 of the Lease shall remain the same and shall read as follows:

"Section 1.02 Rent

Yielding and paying therefor in advance for the Term, rent (the "Rent") in the sum of One (\$1.00) Dollar.

The Rent together with any additional rent payable by the Tenant is referred to as "rent" in this lease."

3. **Ratification of Lease as Modified**

The Landlord and the Tenant agree that the Lease as modified by this Renewal Agreement is now confirmed and ratified and will continue to remain in full force and effect on the same terms and conditions as set out in the Lease, except as modified by this Renewal Agreement.

4. **Enurement**

This Renewal Agreement will enure to the benefit of and be binding upon the successors and assigns of the Landlord and the Tenant.

IN WITNESS WHEREOF the parties have executed this Renewal Agreement as of the day and year first above written.

CITY OF VANCOUVER, as represented by its
BOARD OF PARKS AND RECREATION

Authorized Signatory

Malcolm Bromley, GM

Print Name and Title

BROCK HOUSE SOCIETY

Authorized Signatory

MARGARETTA SHIRKOFF (Secretary)

Print Name and Title

Authorized Signatory

B.A. DEAN (2ND VP)

Print Name and Title



Vancouver Board of Parks and Recreation

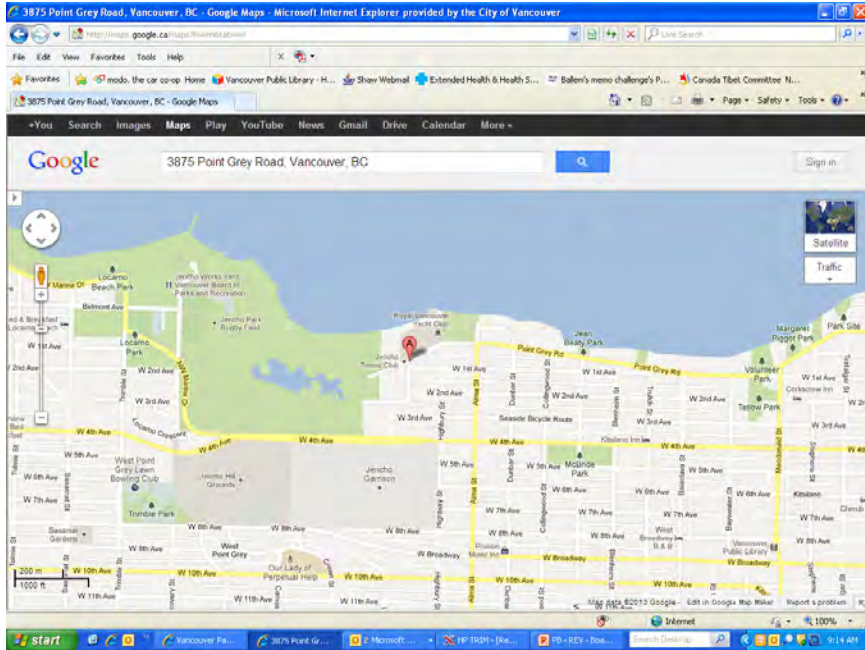
Brock House Society Contract Renewal April 22, 2013

Visit the Park Board web site at vancouverparks.ca

Brock House Contract Renewal

Extend the current lease from August 1, 2013
through July 31, 2023

Brock House Contract Renewal



Brock House Contract Renewal - Background

- Brock House Society provides affordable programs and services to 1,600 seniors.
- The over 75 programs focus on Health and Fitness, Arts and Crafts, Performing Arts, Computers and other areas.
- 300 Volunteers support the programs and operation of Brock House.
- Brock House also has a food service facility that supports seniors programming during the day and is open to the public on evenings and weekends.
- The Brock House Society was granted its first lease in 1977.
- A ten-year lease extension was approved by the Board on November 4, 2002.
- The Society has spent \$413,000 over the past 7 years on upgrades and repairs.

Brock House Contract Renewal – Key Lease Terms

- 10-year term August 1, 2013 – July 31, 2023 at \$1 per year
- Use as a Seniors Activity Centre
- Responsible for all maintenance, repairs and operating costs
- Ability to use the facility as a food service operation

THIS SUBLEASE made the 1st day of February, 1978

BETWEEN:

BROCK HOUSE SOCIETY, a Society
duly incorporated under the laws
of the Province of British
Columbia, with offices at
3875 Point Grey Road, in the
City of Vancouver, in the
Province of British Columbia

(herein called the "Sub-Landlord")

OF THE FIRST PART

AND:

BROCK HOUSE HOLDINGS LTD., a
company duly incorporated under
the laws of the Province of
British Columbia, with its
registered office at 16th Floor,
1030 West Georgia Street, in
the City of Vancouver, in the
Province of British Columbia

(herein called the "Sub-Tenant")

OF THE SECOND PART

W H E R E A S:

A. By Lease made the 1st day of February 1978, (herein called the "Head Lease") the Board of Parks and Recreation, of the City of Vancouver, having offices at 2099 Beach Avenue, in the City of Vancouver, in the Province of British Columbia, leased to the Sub-Landlord the premises known as

3875 Point Grey Road, in the City of Vancouver, in the Province of British Columbia, more particularly known and described as:

Lots 12, 13 and 14
East Part of District Lot 448
Plan 1153

(herein called the "Premises")

for a term of five (5) years commencing the 1st day of February, 1978.

B. The Sub-Tenant has requested the Sub-Landlord to sublease to him that part of the premises known as "Brock House Restaurant", consisting of the main floor of the building known as "Brock House" (herein called the "Sub-Premises) and the Sub-Landlord has agreed to grant a sublease on the terms hereinafter appearing.

NOW THEREFORE, in consideration of the rents, covenants and conditions herein reserved and contained to be respectively paid, observed and performed by the Sub-Tenant, the Sub-Landlord hereby leases the Sub-Premises to the Sub-Tenant for a term consisting of the residue of the term granted by the Head Lease commencing from the date of this Agreement, and continuing until and including 11:59 p.m. of the 30th day of January, 1978 at a per annum rent equal to the greater of One (\$1.00) Dollar or the net income accruing to the Sub-Tenant from the operation of the Brock House Restaurant and the entire rent for the term hereof shall be payable in installments to be agreed upon by the Sub-Landlord and the Sub-Tenant.

1. The Sub-Tenant covenants with the Sub-Landlord as follows:

- (a) To pay the rent as aforesaid;
- (b) To pay and discharge as the Sub-Landlord shall direct all municipal and other taxes including school and local improvement taxes imposed or charged during the term of this Sublease upon or in respect of the premises or upon the owner, tenant or occupier thereof or payable by any of them, the amount of any such payment, if not so paid, to be deemed to be additional rent under this Sublease;
- (c) If during the term hereof, the premises are assessed for the support of separate schools, to pay such assessment;
- (d) To use the premises only for the purpose of a restaurant in connection with the restoration and renovation of Brock House and operations of the building and premises for community and recreational facilities for the use and benefit of senior citizens, and it is hereby acknowledged that the superior Landlord has consented to the use of a restaurant to the extent permitted by the by-laws of the City of Vancouver.
- (e) To keep the premises clean and in good and tenantable repair;
- (f) To permit the superior Landlord and Sub-Landlord and persons authorized by them at all reasonable times to enter and examine the conditions of the premises and upon notice by either of them to repair in accordance with such notice, and to

indemnify the Sub-Landlord against the consequences of any breach of any covenant in this Sublease;

- (g) Not to do or permit or suffer to be done any action whereby the policy of insurance against damage to the premises by fire may become void or voidable or the rate of premium thereon may be increased without giving the Sub-Landlord at least one (1) months notice in writing of such action and if the rate of premium shall be increased by such action, to pay to the Sub-Landlord such increase in premium together with all expenses incurred by the Sub-Landlord in connection with any renewal or replacement of policies occasioned by a breach of this covenant, and all payments to be made by the Sub-Tenant pursuant to this covenant shall be deemed to be additional rent;
- (h) Not to assign, sublet or part with possession of any part of the premises without consent in writing of the Sub-Landlord and of the superior Landlord;
- (i) Not to mortgage, charge or otherwise encumber his interest in this Sublease;
- (j) To yield up the premises with all fixtures and additions upon termination of this Sublease good and tenantable repair;
- (k) To perform and observe all the covenants on the part of the Sub-Landlord under the provisions of the Head Lease other than the covenant to pay rent thereunder and other than covenants relating to the premises other than the Sub-Premises, and will keep the Sub-Landlord indemnified against all

actions, expenses, claims and demands in respect of such covenant except as aforesaid.

2. The Sub-Landlord covenants with the Sub-Tenant as follows:

- (a) For quiet enjoyment;
- (b) To pay the rent reserved by and to perform and observe the covenants on his part contained in the Head Lease with respect to the premises including the Sub-Premises so far as such covenants are not required to be performed and observed by the Sub-Tenant, and at all times to keep the Sub-Tenant indemnified against all actions, expenses, claims and demands on account of the non-performance of the covenants under the Head Lease.

3. Should the Sub-Tenant be in default of fulfilling any of the covenants of this Sublease and such default continue for a period of thirty (30) days after notice thereof by the Sub-Landlord, except in the case of a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Lessee fails to proceed promptly after the service of such notice and with due diligence to cure the same, then, in any of such events, the Sub-Landlord shall have the right to terminate the term hereby granted and may lawfully enter into and upon the premises or any part thereof in the name

of the whole, re-enter and the same to have again, re-possess and enjoy as it was in its former state.

4. In consideration of the granting of this Sublease and other valuable consideration, the Sub-Tenant hereby surrenders to the Sub-Landlord the unexpired residue of the 1978 Sublease effective upon execution of these presents; Provided that the Sub-Tenant shall be bound by the covenants of the 1978 lease up to the date of surrender.

5. The Sub-Landlord hereby accepts the surrender of the premises and of the 1978 Sublease.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

THE COMMON SEAL of BROCK HOUSE)
SOCIETY was hereby affixed in the)
presence of:)

Maureen Holan President)
E. Beatrix Cable (Sec'y))

THE COMMON SEAL of BROCK HOUSE)
HOLDINGS LTD. was hereby affixed)
in the presence of:)

Maureen Holan President)
[Signature])
[Signature])

c/s

c/s

CONSENT TO SUBLEASE

THE BOARD OF PARKS AND RECREATION of the City of Vancouver, having offices at 2099 Beach Avenue, in the City of Vancouver, in the Province of British Columbia, the Lessor of the premises known as BROCK HOUSE RESTAURANT, consisting of the main floor of the building known as BROCK HOUSE, which is situate on lands in the City of Vancouver, in the Province of British Columbia, more particularly known and described as:

Lot 12, 13 and 14
East Part of District Lot 448
Plan 1153

being part of the premises comprised in a Lease dated the 1st day of February, 1978, made between THE BOARD OF PARKS AND RECREATION and BROCK HOUSE SOCIETY, hereby consents to the within Sublease by the said BROCK HOUSE SOCIETY to BROCK HOUSE HOLDINGS LTD. as written, but this consent shall not be deemed to waive or modify in any respect the rights of THE BOARD OF PARKS AND RECREATION under the terms and conditions of the said Lease or to relieve BROCK HOUSE SOCIETY from the observance and performance of any or all of the conditions of the said Lease, and the covenants in the said Lease contained against assignment or under-letting shall remain in full force and effect.

DATED the 1st day of February, 1978.

SIGNED on behalf of THE BOARD)
OF PARKS AND RECREATION by:)

Strat Lefcoun
Superintendent

Ian Bain
Chairman

*Attach to main lease
dated Jan 1/77 of Brock
House to Brock House Society
#271*

THIS SUBLEASE made the 25th day of May, 1978.

BETWEEN:

BROCK HOUSE SOCIETY, a Society
duly incorporated under the laws
of the Province of British
Columbia, with offices at
3875 Point Grey Road, in the
City of Vancouver, in the
Province of British Columbia

(herein called the "Sub-Landlord")

OF THE FIRST PART

AND:

BROCK HOUSE HOLDINGS LTD., a
company duly incorporated under
the laws of the Province of
British Columbia, with its
registered office at 16th Floor,
1030 West Georgia Street, in
the City of Vancouver, in the
Province of British Columbia

(herein called the "Sub-Tenant")

OF THE SECOND PART

W H E R E A S:

A. By Lease made the 1st day of January, 1977, (herein called the "Head Lease") the Board of Parks and Recreation, of the City of Vancouver, having offices at 2099 Beach Avenue, in the City of Vancouver, in the Province of British Columbia, leased to the Sub-Landlord the premises known as

*Attach to main lease
dated Jan 1/77 of Brock
House to Brock House Society
#271*

THIS SUBLEASE made the 25th day of May, 1978.

BETWEEN:

BROCK HOUSE SOCIETY, a Society
duly incorporated under the laws
of the Province of British
Columbia, with offices at
3875 Point Grey Road, in the
City of Vancouver, in the
Province of British Columbia

(herein called the "Sub-Landlord")

OF THE FIRST PART

AND:

BROCK HOUSE HOLDINGS LTD., a
company duly incorporated under
the laws of the Province of
British Columbia, with its
registered office at 16th Floor,
1030 West Georgia Street, in
the City of Vancouver, in the
Province of British Columbia

(herein called the "Sub-Tenant")

OF THE SECOND PART

W H E R E A S:

A. By Lease made the 1st day of January, 1977, (herein called the "Head Lease") the Board of Parks and Recreation, of the City of Vancouver, having offices at 2099 Beach Avenue, in the City of Vancouver, in the Province of British Columbia, leased to the Sub-Landlord the premises known as

3875 Point Grey Road, in the City of Vancouver, in the Province of British Columbia, more particularly known and described as:

Lots 12, 13 and 14
East Part of District Lot 448
Plan 1153

(herein called the "Premises")

for a term of three (3) years commencing the 1st day of January, 1977;

B. The Sub-Tenant has requested the Sub-Landlord to sublease to him that part of the premises known as "Brock House Restaurant", consisting of the main floor of the building known as "Brock House" (herein called the Sub-Premises) and the Sub-Landlord has agreed to grant a sublease on the terms hereinafter appearing.

NOW THEREFORE, in consideration of the rents, covenants and conditions herein reserved and contained to be respectively paid, observed and performed by the Sub-Tenant, the Sub-Landlord hereby leases the Sub-Premises to the Sub-Tenant for a term consisting of the residue of the term granted by the Head Lease commencing from the date of this Agreement, and continuing until and including 11:59 p.m. of the 30th day of December, 1979, at a rent of One Dollar (\$1.00) per annum, and the entire rent for the term hereof shall be payable in advance upon the execution of these presents.

1. The Sub-Tenant covenants with the Sub-Landlord as follows: