

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



CONSENT TO SUBLEASE

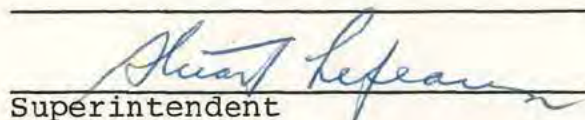
THE BOARD OF PARKS AND RECREATION of the City of Vancouver, having offices as 2099 Beach Avenue, in the City of Vancouver, in the Province of British Columbia, the Lessor of the premises known as Brock House Restaurant, consisting of the main floor of the building known as Brock House, which is situate 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 January, 1977, 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            day of May, 1978.

SIGNED on behalf of the  
BOARD OF PARKS AND  
RECREATION by:

  
Superintendent



## Inter-Office Correspondence

FILE #

1198

LAW DEPARTMENT

March 14, 1979

MEMO TO: Superintendent of Parks  
Mr. Victor Krondrosky

FROM: Ian G. Henley

RE: Lease of Brock House

BOARD OF PARKS  
& RECREATION

REG. NO. 1174

REFER TO

MAR 16 1979

RELEASED FOR

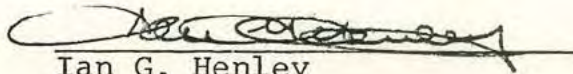
FILING BY

DATE

Enclosed herewith for your records is a copy of the lease between the Park Board and the Brock House Society, together with a copy of the sublease and consent to sublease.

We also enclose cheque in the amount of \$5.00 payable to City of Vancouver with respect to rent for five years.

We trust you will find this satisfactory.

  
Ian G. Henley

IGH:EG  
Enclosure

CENTRAL REGISTRY  
BOARD OF PARKS AND RECREATION

RECEIVED #47  
MARCH 16/79  
AWL

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) )

c/s

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

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

c/s

CONSENT TO SUBLEASE

THE BOARD OF PARKS AND RECREATION of the City of Vancouver, having offices as 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: )

  
Superintendent )

  
Chairman )

DATED

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BETWEEN:

BROCK HOUSE SOCIETY

OF THE FIRST PART

AND:

BROCK HOUSE HOLDINGS LTD.

OF THE SECOND PART

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SUBLEASE

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FREEMAN & COMPANY  
Barristers and Solicitors  
16th Floor  
1030 West Georgia Street  
The Burrard Building  
Vancouver, B. C.  
V6E 3C4

683-4201

TGA/lk

B124