

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

April 27, 1979

Mr. V. Kondrosky, Superintendent
Vancouver Board of Parks and Recreation
2099 Beach Avenue
Vancouver, B.C.
V6G 1Z4

Dear Mr. Kondrosky,

Reference to our meeting with yourself and Mr. Wainborn at Brock House on April 27, 1979.

I would appreciate a list of specific requirements of the Vancouver Board of Parks and Recreation for any agreement which Brock House Society or its Agent, Brock House Holdings Ltd., could enter into with a restaurateur. Because we lease Brock House and property for a token rental of \$1.00 per annum, we have a major responsibility and are accountable to all levels of Government and the public for both our operations and budgeting.

The restaurant committee would like advice on which of the following points must be included in a Restaurant Management Agreement.

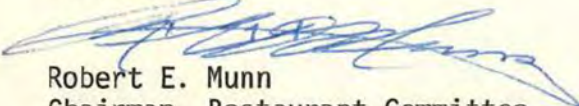
1. Acknowledgment of terms and conditions required of Board of Parks and Recreation under Brock House Society lease dated January 1, 1978.
2. Acknowledgment of the joint venture between Brock House Society and Allan and John Wong.
3. Quality of Restaurant.
4. Indemnification of Allan and John Wong.
5. Non-transferability of W. & W. Catering share without written consent of Brock House Holdings Ltd.
6. Termination agreement detailing disposition of assets.
7. At least quarterly meeting with Brock House Restaurant Committee.
8. Submission of all menus and prices; any changes of these to be approved by Brock House Society.
9. Detailed inventory of furnishings supplied by both parties.
10. Well managed restaurant with competent, qualified staff.

11. Paragraph re abiding by all Federal and Provincial statutes, e.g. labour relations, health, fire, etc.
12. Day to day cleanliness, to abide by health and fire standard, with periodic inspection by Brock House Society.
13. Specific detailing of areas of use and times for both parties.
14. Suitable decoration.
15. Maintenance, repairs and replacement of all furnishings.
16. Things fixed by nail, bolt, etc. become property of Brock House Society.
17. Garbage control.
18. Control of signs by Brock House Society.
19. Income verification; monthly operating statements; annual audited statements.
20. Lock and secure building.
21. Principle of joint reputation, therefore prompt payment of accounts, etc.

Would you delete or add to the above list.

Your direction on this matter is vitally important as the signing of a Management Agreement is long overdue.

Yours truly,



Robert E. Munn
Chairman, Restaurant Committee
Brock House Society

REM/11

224-9375

THIS AGREEMENT made as of the 12th day of June, 1978.

BETWEEN:

BROCK HOUSE HOLDINGS LTD., a company duly incorporated under the laws 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

(hereinafter called the "Company")

OF THE FIRST PART

AND:

W.W. CATERING LTD., a company duly incorporated under the laws of British Columbia with its registered office at 279 East Pender Street, in the City of Vancouver, in the Province of British Columbia

(hereinafter called the "Operator")

OF THE SECOND PART

AND:

ALLAN WONG, of the City of Vancouver, in the Province of British Columbia, and
JOHN WONG, of the City of Vancouver, in the Province of British Columbia

(hereinafter collectively called the
"Indemnifiers")

OF THE THIRD PART

WHEREAS Brock House Society has entered into a Lease, dated the 1st day of January, 1978 with the Board of Parks and Recreation of the City of Vancouver, of a building and grounds located at 3875 Point Grey Road, in the City of Vancouver, in the Province of British Columbia (hereinafter referred to as "Brock House") for a term of five (5) years

commencing on the 1st day of February, 1978, and continuing until the 31st day of December, 1982;

AND WHEREAS Brock House Society has entered into a Sub-Lease dated the 25th day of May, 1978 with the Company on the same terms, conditions and provisos as contained in the Lease except with respect to rent and tenure;

AND WHEREAS the Company has provided space in Brock House for the establishment of restaurant facilities for use by members of Brock House Society and other persons;

AND WHEREAS the Operator is engaged in the business of operating and managing restaurants and is desirous of operating and managing a restaurant and bar under the conditions and arrangements hereinafter set forth and acknowledges that the success of management of the restaurant and bar is an essential element in the purposes of the Brock House Society and that the Operator is obligated hereby to use its best endeavours to preserve the standards and reputation of Brock House Society in the operation of the restaurant and bar;

AND WHEREAS the Operator did represent to the Company and the Company did rely on the representation that the Operator has sufficient working capital at his disposal, experience and expertise to manage and operate a restaurant and bar successfully;

AND WHEREAS the Operator has agreed to provide certain meals and services as hereinafter provided at the prime cost to the Members of the Brock House Society and the Company has agreed to allow the Operator to use the Premises for the restaurant and bar at an occupancy cost less than current market rental value;

AND WHEREAS the Indemnifier is an officer and director of the Operator and has a substantial proprietary and financial interest in the Operator;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained the parties hereto agree as follows:

DEFINITIONS

- (a) "Base fee" shall mean a monthly amount equal to the greater of Five Hundred Dollars (\$500.00) or to ten percent (10%) of the monthly gross revenue received by the Operator each month from the restaurant operations including catering for special functions but excluding liquor sales and excluding also the revenue derived from the sale of lunches and snacks to Members;
- (b) "Brock House" shall mean the buildings and grounds located at 3875 Point Grey Road, in the City of Vancouver, in the Province of British Columbia;
- (c) "Catering services" shall include all the services, facilities and personnel referred to under the term "Operation and Management of the Restaurant" except that such services shall not include those which are provided on a daily basis to Brock House Society;
- (d) "Commencement Date" shall mean the 15th day of June, 1978;
- (e) "Holding Bar" shall mean the Lounge as hereinafter described, where liquor may be served to Members and to Restaurant patrons as stipulated by the Liquor Administration Board;

- (f) "Lease" shall mean that certain lease between the Board of Parks and Recreation of the City of Vancouver, as lessor, and Brock House Society, as lessee, dated the 1st day of January, 1978;
- (g) "Lounge Fee" shall mean a fee payable within five (5) days of the end of each and every month during the term hereof:
 - (i) for the first three (3) months after the Commencement Date, the sum of Two Hundred Dollars (\$200.00) per month; and
 - (ii) for the nine months ending May 31, 1979, Five Hundred Dollars (\$500.00) per month; and
 - (iii) for the year ending May 31, 1980, Five Hundred Dollars (\$500.00) per month; and
 - (iv) for the period from May 31, 1980, until the date of execution of this Agreement, Five Hundred and Dollars (\$500.00) per month; and
 - (v) from the said date of execution until May 31, 1981, Seven Hundred and Fifty Dollars (\$750.00) per month; and
 - (vi) for the year ending May 31, 1982, Seven Hundred and Fifty Dollars (\$750.00) per month; and
 - (vii) for the remainder of the term from June 1, 1982 to December 31, 1982 Eight Hundred and Fifty Dollars (\$850.00) per month.

- (h) "Members" shall mean the members of Brock House Society;
- (i) "Operator's Fair Share" shall be deemed to be the cost which would be incurred by an independent restaurant operation of comparable size and circumstances;
- (j) "Operation and Management of the Restaurant" shall, without limiting the generality thereof and unless there is something in the context inconsistent therewith, include the employment and supervision of all chefs, cooks, waitresses, counter girls, cashiers, dishwashers, cleaning staff and other persons required for the kitchens, serving areas, counter, dining rooms, terrace, serving bar and holding bar; the purchasing of all foods and other materials, which includes liquor, required for the preparation of the meals, food and drinks to be served in the premises; the transportation of all food and materials in the proper locations in Brock House; the preparation and serving of meals and drinks; the serving of food in all serving areas, including the verandah and the serving of liquor in the holding bar; the washing of dishes and all other utensils used in the preparation, serving and consumption of meals; the washing and, where applicable, the cleaning of all counters, kitchen equipment, serving and restaurant tables and chairs and floors and carpets in the Premises; the cleaning and laundering of all clothing, aprons, uniforms, towels and other cloths and clothing required for the efficient operation of the kitchen, restaurant and bar;

- (k) "Premises" shall mean that portion of Brock House not designated for the exclusive use of the Members, and shall be identified on the plan of Brock House attached hereto and marked Schedule "A";
- (l) "Restaurant" shall mean the space and facilities located in Brock House which are used for the Operation and Management of a restaurant and bar as identified on the said schedule A;
- (m) "Restaurant Hours" shall mean 5:30 p.m. to 2:00 a.m. Monday through Friday inclusive, and 9:00 a.m. to 12:00 midnight Saturdays and Sundays;
- (n) "Serving Bar" shall mean the area in the dining area, as hereinafter described, where liquor is stored and liquor beverages prepared for service in the Restaurant;
- (o) "Sub-Lease" shall mean that certain lease between Brock House Society, as Sub-lessor and Brock House Holdings Ltd., as Sub-lessee, dated the 25th day of May, 1978;
- (p) "Creditable Restaurant" shall mean a restaurant operated at a standard which supports a reputation redounding to the credit of both the Operator and of Brock House Society

1. The Company in consideration of the fees, covenants and agreements hereinafter reserved and subject to the terms, covenants and conditions hereof, so far as it legally may and not otherwise, doth hereby grant to the Operator a license to use the Premises for the Operation and Management of the Restaurant and does hereby grant to the Operator for

the duration of this Agreement permission to use as the name of the Restaurant the style "Brock House Restaurant".

2. The Operator agrees to operate and manage the Premises in order to ensure the operation of a creditable restaurant, and to ensure a standard such as to justify the granting to the Company by the Liquor Control Board of the Province of British Columbia a license to serve and sell liquor in the Restaurant and any renewals of said license.

3. This Agreement shall be effective as and from June 12, 1978 to December 31, 1982. Provided that if the Operator shall have duly complied with the terms and conditions of this Agreement the Company will give to the Operator the right of first refusal of the renewal of this Agreement for a further term on such terms and conditions as are set out in the Company's notice to the Operator of an offer of renewal and the Operator shall be entitled to thirty (30) days notice of such offer and the Company shall not enter into a restaurant management agreement with any other person, firm or corporation on terms less onerous than those contained in the said offer without giving the Operator the right within thirty (30) days to accept such terms.

4. Commencing from the 15th day of June, 1978, the Company shall be entitled to receive from the Operator during the currency of the term hereof, the following fees:

- (a) the Base Fee, which shall be paid within five (5) days of the end of each and every month during the term hereof; and
- (b) the Lounge Fee, which shall be paid within five (5) days of the end of each and every month during the term hereof.

5. If during the term of this Agreement the Operator:
- (a) becomes insolvent or bankrupt or makes any assignment for the benefit of creditors;
 - (b) commits a breach of a term, condition, covenant or provision of this Agreement and which he does not remedy within fourteen (14) days' written notice being given of such breach;
 - (c) fails to pay the fees prescribed under this Agreement;
 - (d) commits an unlawful activity;
 - (e) has given cause for the Company's liquor license to be suspended, cancelled or withdrawn;
 - (f) fails to remedy after notice thereof from the Company any breach of statute, regulation or by-law which places in jeopardy the aforesaid lease above defined in Paragraph (f) in the Definition Clause hereof.

The then current fees if not then paid shall immediately become due and payable to the Company and this Agreement shall immediately terminate.

7. The Company and the Operator covenant and agree that each shall have access to and the use of the Premises as hereinafter stated:

- (a) the Operator shall have for its exclusive use, subject to certain rights of inspection as herein provided, the following areas:

Kitchen
Service Bar and Vault
Basement storage area

Staff Lounge
Wine Cellar
Garage storage as designated in Schedule "A"

- (b) the Operator and Company shall have for their joint use the following areas:

Dining Area
Counter (cafeteria)
East Exit
Lounge
Main Foyer
Washrooms (main floor, basement)
Parking
East Exit storage

and the following conditions shall govern the joint use of such areas:

- (i) the Main Foyer shall be available to both parties at all reasonable times to provide access to other parts of the House and Grounds;
- (ii) save as hereinafter provided, the Operator shall have the use of the remainder of these areas during restaurant hours, and the Company shall have their use during hours other than restaurant hours;
- (iii) each party shall leave the areas of joint use in a condition suitable for use by the other party;
- (iv) the Operator shall have the right, subject to obtaining the consent in writing of the Company, which consent shall not be unreasonably

withheld, to provide Catering Services to special parties on the Premises at times other than during restaurant hours;

- (v) the Members shall have the right to use any or all of the areas for Brock House Society meetings or social events of any nature or kind on four (4) Saturdays per year, provided that the use of the space shall continue only until 4:00 p.m. on the day of use, and shall further have the right at such times to bring food and beverages for sale on the Premises; PROVIDED THAT at least two months written notice of such intent to use is given to the Operator.

8. The Operator covenants with the Company:

- (a) to pay the fees referred to in paragraph 4 hereof by cash or cheque payable to Brock House Holdings Ltd. at 3875 Point Grey Road, Vancouver, British Columbia, or at such other location as the Company may designate;
- (b) to supply and install at its expense and in accordance with the terms of this Agreement and with the consent of the Company all requisite equipment and fixtures necessary for the continued efficient operation of the restaurant and bar in addition to the existing equipment and fixtures. The Operator herewith acknowledges that Brock House Society and the Company are released from any claim or entitlement of the Operator for any further payment, contribution or liability in respect of the said existing equipment and fixtures and the Operator does further acknowledge that said Brock House Society

has complied with all its obligation and liability to the Operator in respect of the cost and installation of such equipment and fixtures up to the date of this Agreement:

- (i) the Operator upon the termination of this Agreement or any renewal thereof shall account for and deliver to the Company an inventory of restaurant and kitchenware and cutlery of value of \$3,500.00 supplied by the said Society save for allowance for reasonable wear and tear thereof;
- (ii) the Operator will replace fixtures and equipment which become non-functional or inoperative as a result of the operation of the restaurant during the term of the Agreement with effective alternative equipment.
- (iii) to maintain and where requisite to install suitable decor for the Dining Area and all other areas relating to the successful operation of the Restaurant and Bar including lighting fixtures and ceiling finish, such expense to be shared equally by the Company and the Operator;
- (c) to maintain a current inventory of all moveable property, equipment, furnishings and of fixtures located and installed in the premises by or at the expense of the Operator. The Schedule attached hereto and designated Schedule "B" embodies a list of such property and equipment as of January 1, 1980 and the said property and equipment so designated may be removed from the premises by the Operator upon the termination of this Agreement from any cause.

- (d) to replace tables, chairs, draperies, wall-to-wall carpets, plants, and to repaint walls in original colours in the Premises, if in the reasonable opinion of the Company they are soiled or worn and should be replaced or repainted, the costs thereof to be borne equally by the Company and the Operator;
- (e) that the Operator will leave the premises in good repair;
- (f) that the Operator will not use the Premises for any other purpose than to carry on the business of a Restaurant and Catering Services and in any event for no unlawful purpose;
- (g) to provide at the Operator's own expense during the term and currency of this Agreement adequate restaurant facilities for the conduct of a Creditable Restaurant on the Premises in which the public shall have access to the service of food and beverages during the Restaurant Hours;
- (h) to provide during the term of this Agreement service of food and beverages for Members and their guests at the prime cost of food and labour as follows: lunch from 12:00 noon to 2:00 p.m. and drinks and snacks from 12:00 noon to 4:30 p.m. Monday to Friday inclusive, provided that the Operator will exercise his best efforts to employ the members as volunteers to prepare and serve the aforesaid lunches, drinks and snacks and thus reduce the prime cost of these items;
- (i) that the Operator shall manage and operate the Restaurant in a clean and sanitary manner, in

particular, and without restricting the generality of the foregoing, the Operator will:

- (i) maintain good housekeeping and pest control and clean all tables, chairs, counters, fireplaces, floors, containers, cupboards, canopies, greasetraps, filters and day to day cleaning of kitchen and Restaurant's serving and staff areas, public and staff washrooms and all storage areas;
- (ii) clean windows inside and outside, floors, outside parking, walls and light fixtures in areas used in operation and management of restaurant, to the satisfaction of the Company;
- (i) to comply with all City by-laws, including but not limited to health by-laws, licence or tax provisions. Provincial and Federal enactments or other governmental regulations relating to construction, use of the premises or conduct of the Operator's business, and in particular, but without restricting the generality of the foregoing to comply strictly with all the provisions of the Liquor Administration and Licensing Act and amendments thereto, so far as the same relate to the business of the Operator and to provide the Company with copies of all reports received from municipal Provincial and Federal authorities respecting the operation of the Restaurant;
- (j) to provide his own garbage containers inside the premises and to supply and use plastic bags or other suitable containers for disposal of such garbage into the garbage containers in the area designated on the plan attached hereto and to

arrange at his own expense for as many garbage pickups as are necessary to keep the garbage area in a clean and sanitary condition at all times and to allow Brock House Society to use such containers;

- (k) that the Operator will not make any alterations in the structure, plan or partitioning of the premises nor install plumbing, piping, wiring or heating apparatus without the written permission of the Company;
- (l) that the Operator will not carry on, or permit to be carried on upon the premises, any trade or occupation or allow anything to be done which may cause any increased premium for fire insurance on the Restaurant or may void or render voidable any policy of insurance;
- (m) that the Operator will indemnify and save harmless the Company from any loss, costs or damages which may arise as a consequence, either directly or indirectly, from this Agreement, or any rights or permissions granted to the Operator hereunder or the execution of these presents, or the use by the Operator of Brock House and that the Company shall have a remedy over or against the Operator in the event of any action being brought by any person, persons or corporations in consequence of the making of this Agreement or any other cause whatsoever, and that the Company may recover all charges, damages, costs and expenses to which the Company may be put by reason of such action, and may enforce payment of the same by the Operator. PROVIDED THAT nothing herein contained shall at any time be deemed an agreement or covenant to

indemnify or save harmless the Company against any portion of such loss, costs or damages which shall be attributable to the Company, its servants or agents;

- (n) to refrain from erecting on the outside or inside of the Restaurant any sign, picture, device, photograph, marking, pole, tower or other structure, advertisement or advertising device without having first obtained the consent in writing of the Company with respect thereto, PROVIDED THAT the Operator shall erect a sign to display in a conspicuous place the wording, "This restaurant is operated by W.W. CATERING" or words to that effect, and the type of sign and placement shall be subject to the approval of the Company;
- (o) to permit authorized officers of the Company at all reasonable hours to enter and inspect the Premises provided that where practicable such visits shall be arranged by the Executive Co-ordinator of the Society with the Operator;
- (p) that the Operator will pay all licence fees and business tax and such other fees necessary in order that the Operator may carry out its business as a restaurant and bar on the premises and in accordance with this Agreement and will promptly indemnify the Company for payments made by it in respect of licence fees, taxes and other charges attributable to the Operator;
- (q) that the Operator will insure with the insurer which insures Brock House, during the term hereof, public liability insurance with respect to the use and occupation of the premises referred to herein

in at least the amount of \$1,000,000.00 inclusive for death, bodily injury, property damage and fire and all risks in the amount of \$75,000.00 and the policy of insurance shall be to the satisfaction of the Company and shall be issued in the joint names of the Operator and the Company with a cross-liability clause and PROVIDED THAT it shall not be cancelled, lapsed or substantially modified without thirty (30) days' notice being given to the Company. Two certified copies of the insurance policy shall be delivered to the Company not less than fourteen (14) days before such anniversary of the commencement of the term of this Agreement. This insurance shall in no way limit the liability of the Operator under the terms of this Agreement;

- (r) (i) to provide the Company with current menus and price lists of food, beverages and liquor served to the public;
- (ii) in consultation with the Company to supply menus for lunch or snacks for Members of the Society and to obtain the prior approval of the Company for prices charged thereon for food and beverages of high quality, provided that if the Company withholds approval its decision shall be subject to review by the Restaurant and Food Services Association of British Columbia as above provided;
- (s) To provide an accounting system acceptable to the Company's auditors and shall each month provide the Company with monthly reports and accounts of the restaurant within fourteen (14) days after the final business day of each month. These reports are to be provided in the form set out in Schedule "C";

- (t) To maintain communication with the Society through the Executive Co-ordinator and advise her of any unusual developments of mutual concern. The Company shall give prior notice of at least two (2) weeks of any matter involving the daily operation of the restaurant;
- (u) to submit to the Company an annual financial statement accompanied by the report of an auditor qualified to report on the accounts of reporting companies under the B.C. Company Act, in respect of the Operation and Management of the Restaurant within ninety (90) days after the final business day of each of the Operator's fiscal periods;
- (v) the Operator will during the currency hereof, provide all necessary and properly trained employees which shall include but not be restricted to a competent, qualified and licensed bartender, maitre d'hotel and host or hostess to maintain and operate efficiently the Restaurant;
- (w) to ensure that all personnel employed in the facility shall be neat, clean and attractive in appearance to the satisfaction of the Company;
- (x) to pay monthly forthwith at the request of the Company within five (5) days of the end of each and every month all charges for water, gas, electricity and other utilities used or consumed in and any utility charges levied or assessed on or in respect of the Premises, which charges shall represent the amount used or a reasonable estimation of the amount used in the opinion of the Company but which in any event shall not exceed one third of

the aggregate costs and expenses of the aforementioned utilities used or consumed in Brock House unless the Company submits objective evidence of a greater consideration;

- (y) to lock and secure all entrances to Brock House and grounds each and every night before the Operator or his employees leave the Premises;
- (z) to undertake an adequate advertising program to ensure optimum patronage of the restaurant, such advertising to be subject to the approval of the Company.

9. IT IS UNDERSTOOD, COVENANTED AND AGREED between the Company and the Operator that:

- (a) the Operator shall not permit nor conduct any gambling device or game of chance or gambling whatsoever on the premises. The Operator will offer or permit the sale and consumption of alcoholic beverages on the premises in accordance with the terms of the Company's liquor licence and in compliance with the regulations of the Liquor Administration of British Columbia;
- (b) that the hallways, entrances, stairways and driveway leading to the premises shall not be obstructed by the Operator or used by the Operator or the patrons and guests of the Operator, for any other purpose than ingress or egress from the premises, unless specifically authorized in writing by the Company, and the Operator shall not place on the stairways, hallways, driveways or in the entrances any waste

paper, dust, garbage, refuse or anything whatsoever that shall tend to make them appear untidy or unclean or create a fire hazard;

- (c) the Company shall not be responsible for any damage which may be caused, nor shall the Operator be entitled to claim any diminution of fees or other compensation should it become necessary for any cause to stop the operation of the heating apparatus for the purpose of effecting repairs to such apparatus or to any pipes, machinery, boilers, engines or other apparatus pertaining thereto, but in such case the Company shall cause such repairs to be effected with reasonable diligence, and the Company shall not be liable for any damage which may be caused to the Operator for unavoidable delay in supplying heat or heated water. The Company shall not be liable for any accident, damage or injury to the Operator's property or to any person employed by the Operator which may happen by reason of any breakage or want of repair of any pipes, plumbing work, equipment or machinery in the Restaurant. PROVIDED THAT nothing in this paragraph contained shall exempt the Company from liability for damage caused by negligence of the Company, its servants or agents;
- (d) the Operator shall, at its own cost and expense, cause any and all builders or mechanics' liens and other liens for labour, services or materials alleged to have been furnished with respect to the premises which may be registered against or, otherwise affect the premises or the Restaurant, to be paid, satisfied, released or vacated within

forty-two (42) days after the Company shall send to the Manager written notice by registered mail of any claim for any such lien, PROVIDED HOWEVER, that in the event of a bona fide dispute by the Operator of the validity or correctness of any claim for any such lien, the Operator shall not be bound by the foregoing but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into Court the amount claimed or sufficient security therefore and such costs as the Court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other security in respect of such claim as the Company in writing approve;

- (e) in the event that the Operator shall continue in occupancy of the premises, and the Company shall accept fees therefor after the expiration of the term hereby granted, or renewal as hereinafter provided, whether by effluxion of time or otherwise, such holding over shall be deemed to create and shall create a contractual arrangement which has efficiency and validity and is binding on a month to month basis determinable accordingly upon the giving by the Company to the Operator of thirty (30) days notice in writing and upon the expiration of the time set out in such notice, such contractual arrangement shall absolutely cease and determine; PROVIDED THAT the monthly fee for the use of the premises for one month shall be the amount of the last monthly fee as hereinbefore provided;

- (f) if during the term of this Agreement Brock House or the premises or both are destroyed or partially destroyed by fire so as to render the same or any part thereof unfit for the purposes of the Operator, the fees hereby reserved or a proportionate part thereof, according to the nature and extent of the damage sustained, shall be suspended and abated until Brock House or the premises have been repaired and made fit for the purposes of the Operator, or, if at the option of the Company, the Company does not desire to make any repairs as aforesaid, this Agreement may be terminated by the Company giving the Operator ten (10) days written notice to that effect and at the expiration of that notice the Operator shall immediately surrender the premises and all interest therein to the Company and this Agreement shall be terminated as though by effluxion of time, in which event the Operator shall pay such fees as may be payable by it as aforesaid, only up to the time of such surrender and the Company may re-enter and re-possess the premises and may remove all goods and chattels and other property which the Operator may have left therein;
- (g) in the event of damage to the premises as described in sub-paragraph (g) herein, and if the Company elect to repair such damage then the extent of the liability of the Company shall be limited to the amount of proceeds of insurance available to the Company for the performance of such repairs and if the said insurance proceeds are designated with respect to any specific fixtures or classes thereof, the liability of the Company to effect such repairs shall be correspondingly limited. The Operator

shall be liable to repair damage and indemnify the Company for any loss or expense incurred in respect of damage occasioned by the Operator's fault or negligence;

- (h) the obligation of the Operator to indemnify the Company under the provisions of this Agreement with respect to liability by reason of any matter arising during the term, shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding;
- (i) nothing in this agreement shall restrict the right of the Brock House Society to use any part of the lands and premises occupied by it other than the premises designated herein for the preparation and consumption of food, beverages or other refreshments.

10. THE COMPANY COVENANTS WITH THE OPERATOR:

- (a) to heat the premises to a reasonable temperature for the reasonable use of the Operator;
- (b) to provide parking and loading space for the Restaurant patrons and services related to the operation and management of the Restaurant in accordance with the City of Vancouver By-Laws;
- (c) there shall be no abatement of fees, except as provided in sub-paragraph (g) herein, or unless the Operator is unable to operate the facility by reason of total or partial closure of the Restaurant for a period of more than five (5) consecutive days, in which event the Operator shall be entitled

to a pro-rata reduction on fees payable hereunder, such reduction to include the initial five (5) days. AND PROVIDED FURTHER and subject to paragraph 9(g) that if the Restaurant is closed for a period in excess of thirty-one (31) consecutive days, the Operator may terminate this Agreement by giving the Company fifteen (15) days written notice, which must be given during the period when the Restaurant is closed;

- (d) to furnish all the necessary keys to the Restaurant and the Premises, but any duplicate keys required by the Operator will be furnished by the Company at the expense of the Operator. PROVIDED HOWEVER, that all the said keys shall be numbered and not be duplicated without the consent of the Company and shall be returned to the Company at the termination of this Agreement;
- (e) that the Operator may operate one cigarette vending machine on the Premises during the term hereof;
- (f) that during the term hereof no other contract for the provision of catering services on the Premises will be entered into without the express agreement in writing of the Operator.

11. THE OPERATOR FURTHER COVENANTS WITH THE COMPANY to pay the fee or fees hereby reserved.

12. The Operator acknowledges that by reason of the terms of the sub-lease of the premises held by the Company from the Brock House Society and of the circumstance that the public use of the Restaurant is an exception to the general restriction of the purpose of the head lease of the

premises to be for the benefit of members of the Society and their guests the rights and benefits enjoyed by the Operator are not assignable without the express written consent of the Company and the Operator covenants that it will not sub-contract its operation of the premises during the term of this Agreement or any renewal without the express written consent of the Company.

13. THE COMPANY COVENANTS that it will use its best endeavours at all reasonable times to cause the Brock House Society to promote the Restaurant business of the Operators by communication to its members and to the public in cooperation with the Operators.

14. All notices and elections under any clause, covenant or condition of this Agreement required to be given, may be given to the Operator by delivering the same to the Operator, or by mailing under registration to the Brock House address of the Operator, or to an other address in Vancouver designated by the Operator for receipt of notice. Any such notice to the Company may be given to the Company by sending the same to:

Brock House Holdings Ltd.
3875 Point Grey Road,
Vancouver, British Columbia

and such notices shall be presumed to have been received on the day next following the date of such delivery or mailing.

15. The failure of the Company to insist upon the strict performance of any covenant or provision of this Agreement shall not waive such covenant or agreement, and the waiver by the Company of any breach of any covenant or provision of this Agreement shall not waive such covenant or provision of this Agreement in respect of any other breach. The receipt and acceptance by the Company of fees or other

monies due hereunder with knowledge of any breach of any covenant or agreement by the Operator shall not waive such breach. No waiver by the Company shall be effective unless made in writing.

16. THESE PRESENTS and all the terms, covenants, conditions and provisos, agreements and stipulations herein contained shall enure to the benefit of and be binding upon the Company, its successors and assigns and upon the Operator, its successors, administrators and permitted assigns, the same as if all necessary words were written in all necessary places and the word "Company" shall be deemed at all times to include the successors, administrators and permitted assigns of the Sub-Lessee.

17. There are no representations, warranties or covenants other than herein contained.

18. The Schedules referred to herein are annexed hereto and form part of this Agreement.

19. In consideration for and as an inducement to the Company making this Agreement and other good and valuable consideration, the Indemnifier makes the following indemnity and agreement with and in favour of the Company:

(a) the Indemnifier does hereby covenant and agree with the Company:

(i) to make the due and punctual payment of all fees, monies and charges expressed to be payable under the Agreement during the period of the term contemplated by the Agreement and any renewals thereof;

- (ii) to effect prompt and complete performance of all and singular the terms, covenants, conditions and provisions in the Agreement contained on the part of the Operator to be kept, observed and performed during the period of the term contemplated by the Agreement and any renewals thereof, and
 - (iii) to indemnify and save harmless the Company from any loss, costs or damages arising out of any failure to pay the aforesaid fees, monies and charges and/or the failure to perform any of the terms, covenants, conditions and provisions.
- (b) this indemnity is absolute and unconditional and the obligation of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:
- (i) any extensions of time, indulgences or modifications which the Company may extend or make with the Operator in respect of or the performance of any of the obligations of the Operator under any one or more of the provisions of the Agreement;
 - (ii) any waiver by or failure of the Company to enforce any of the terms, covenants, conditions and provisions of the Agreement;
 - (iii) any assignment of the Agreement by the Operator or by any trustee, receiver or liquidator, or
 - (iv) any consent which the Company may give to any such assignment.

- (c) the Indemnifier hereby expressly waives notice of the acceptance of this indemnity and all notice of non-performance, non-payment or non-observance on the part of the Operator of the terms, covenants, conditions and provisions of the Agreement;
- (d) in the event of a default under the Agreement or hereunder, the Indemnifier waives any right to require the Company to:
 - (i) proceed against the Operator or pursue any rights or remedies with respect to the Agreement;
 - (ii) proceed against or exhaust any security of the Operator held by the Company, or
 - (iii) pursue any other remedy whatsoever in the Company's power. The Company shall have the right to enforce this indemnity regardless of the acceptance of additional security from the Operator and regardless of the release or discharge of the Operator by the Company or by others or by operation of any law;
- (e) without limiting the generality of the foregoing, the liability of the Indemnifier under this indemnity shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Operator in any receivership, bankruptcy, winding-up or other creditors' proceedings or the rejection, disaffirmance or disclaimer of the Agreement in any proceeding, and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the term originally contemplated and expressed in the Agreement. The liability of the Indemnifier

shall not be affected by any repossession of the Premises by the Company, provided however, that the net payments received by the Company after deducting all costs and expenses of repossessing same, shall be credited from time to time by the Company to the account of the Indemnifier, and the Indemnifier shall pay any balance owing to the Company from time to time, immediately upon ascertainment;

- (f) no action or proceeding brought or instituted under this indemnity and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this indemnity by reason of any further default or defaults hereunder and/or in the performance and observance of the terms, covenants, conditions and provisions in the Agreement;
- (g) no modification of this indemnity shall be effective unless the same be in writing and signed by the Indemnifier and the Company;
- (h) the Indemnifier shall, without limiting the generality of the foregoing, be bound by this indemnity in the same manner as though the Indemnifier were the Operator named in the Agreement, but nothing herein shall interfere with the right of the Company to terminate the Agreement when entitled to do so pursuant to the terms thereof;
- (i) all of the terms, agreements and conditions of this indemnity shall extend to and be binding upon the Indemnifier, his heirs, executors, administrators, successors and assigns, and shall enure to the benefit of and may be enforced by the Company, its successors and assigns.

20. The Company hereby reserves the right at any time to come upon those areas generally reserved for the exclusive use of the Operator for the purposes of inspection to determine and ensure that the covenants contained herein are faithfully observed.

DATED as of the day and year first above mentioned.

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

C/S

SIGNED, SEALED AND DELIVERED by
ALLAN WONG and JOHN WONG in the
presence of:

JOHN WONG

ALLAN WONG

(as to both signatures)

THE COMMON SEAL of W.W. CATERING
LTD. was hereunto affixed in the
presence of:

C/S

DATED as of June 12, 1978

BETWEEN:

BROCK HOUSE HOLDINGS LTD.

AND:

W.W. CATERING LTD.

AND:

ALLAN WONG and JOHN WONG

A G R E E M E N T

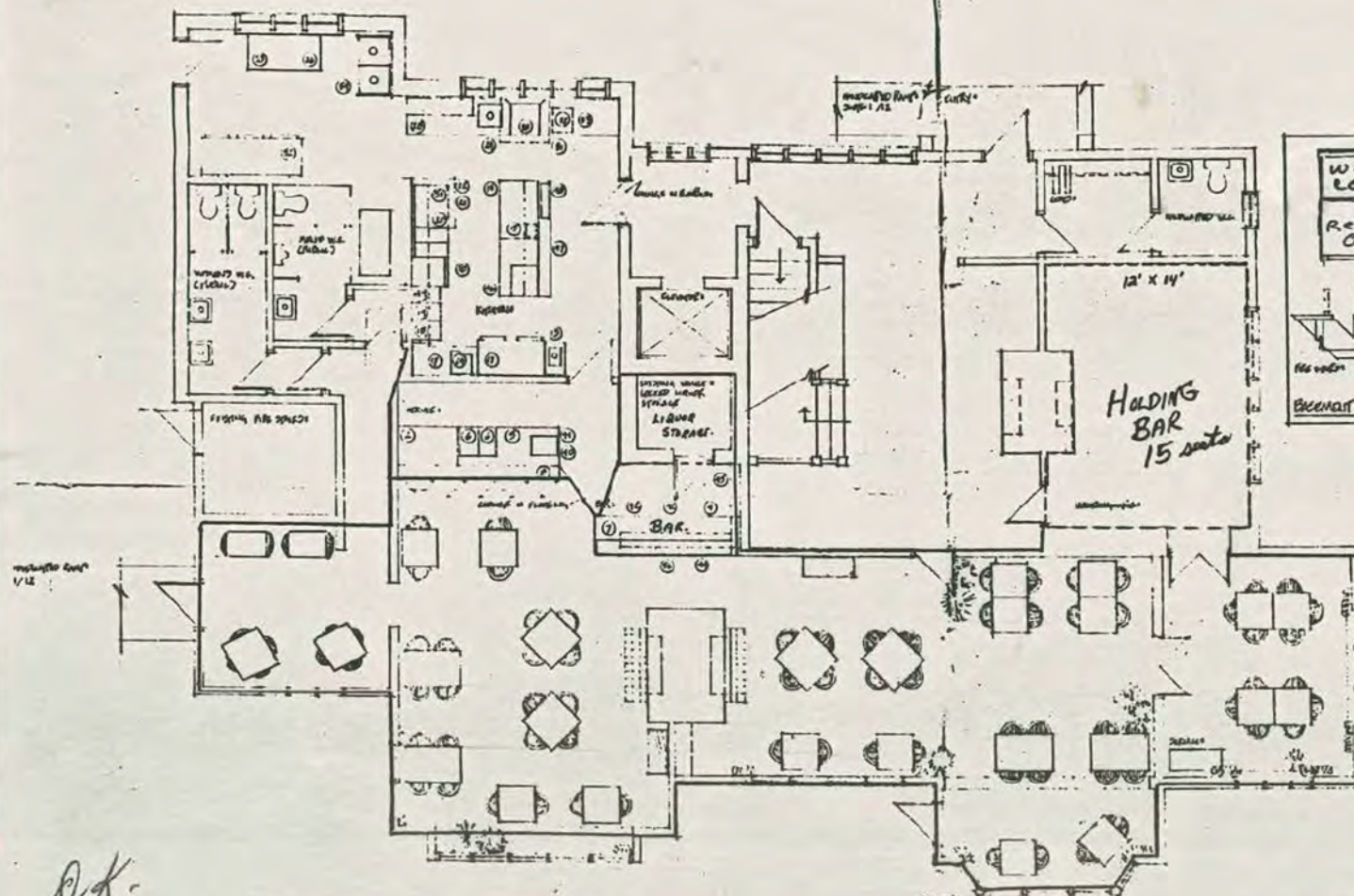
Messrs. Freeman & Company,
Barristers & Solicitors,
16th Floor,
1030 West Georgia Street,
Vancouver, B.C.
V6E 3C4

683-4201

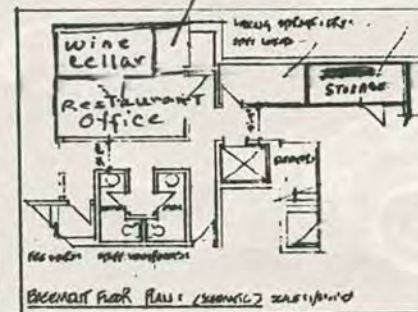
DAF

Plan of Brock House Restaurant (as approved by B.C. Liquor Control Board) - showing areas used jointly by Brock House Restaurant and Brock House Society and areas for the exclusive use of the Brock House Restaurant.

SCHEDULE A



Electric Panel Room



HOLDING BAR
15 seats

Seating
19 DINO RR 15 48
10 DINO RR 25 20
2 DINO RR 6 12
Total 80
+ H. BAR 15
TOTAL SEATING 95

TOTAL SEATS: 95

CITY OF VANCOUVER
HEALTH DEPARTMENT

APPROVED

for use

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

O.K.
July 14, 1980
H. H. H.

MAIN FLOOR PLAN

26 May 78
Proposed Holding Bar
and Service Bar
and entrance to
main dining room
approved

Exclusive use of Restaurant -

vault wine cellar (basement)
restaurant office (")
kitchen storage (")

Joint use - Restaurant and Society -

Service Bar
3 Dining rooms
Holding Bar
East entrance
wash rooms (main fl. and basement)

garage
foyer
parking

BROCK HOUSE RESTAURANT INVENTORY
as at January, 1980

SCHEDULE B

Wicker end tables (3 round with glass tops and rectangular coffee table 1)	<u>ORIGINAL COST</u> 576.70
Ferns and Wicker containers	35.00
Fig trees and containers	125.00
Wicker arm chairs with cushions and seat and back (6), Loveseat with seat cushion only (1)	2,006.20
Service cabinet (terracotta color)	561.75
Servicing Table	588.00
4 Square tables (36 X 36)	777.89
Mobile Flambe tables (2 from the bay)	688.75
High chairs (2)	110.00
Flambe burners and Stands (2 from the bay)	315.00
Lamps (30)	1,500.00
Wine buckets (13)	360.00
Stands (12)	240.00
Cutlery bins (4)	16.00
Collapsible serving stands (12)	312.00
Compartment Bar sink (2 compartments)	125.00
Bar unit (1, 16 holders, jockey box)	494.00
Bar refrigerator (1 silverking)	748.50
Carving board (1 plastic)	15.15
Bar dispenser unit (1 coca cola)	1,070.00
Bar shelves	120.00
Oak and glass storage for bar glasses	121.00
Salt and pepper shakers (2 wooden, large)	240.00
Salt and pepper shakers (4)	120.00
Bar trays (6 large)	24.00
Bar trays (6 small)	24.00
	<u>11,313.94</u>

PJS
ew/Oct. 20, 1980
(js/23/7/80)

BROCK HOUSE RESTAURANT INVENTORY
as of Jan., 1980

<u>SCHEDULE B</u>	<u>ORIGINAL COST</u>
Vinegar and Oil Holder (1)	12.00
Oak Divider (1 Rectangular Panel)	450.00
Cash register (1)	950.00
Shelves with Mirror (3 in Bar)	750.00
Bar Wall Glass	175.00
Wometco - premium bar valve	
Cafeteria Trays (36)	154.00
Ice Machine (1 Scotsman Ser. #36944140)	2,050.00
Separate Units of Deep Fryer (2 Quest)	
Steam Table and Shelves unit (1 Bain Marie)	5,950.00
Kitchen bin (6 plastic)	96.30
Serving trays (6)	127.00
Plastic mat	75.50
Walk in Cooler (1)	2,500.00
Cutting Table (1 Quest)	1,194.12
Slicer (1)	681.50
Aluminum soup pots (6 large)	375.00
Kitchen Utensils, Pots, etc.	4,675.79
Adding machine (1)	175.00
Decor: Scalloped plates, duck, tureen mold, baskets, dried flowers, plastic fruit, knocker, door mat)	450.00
Pictures	1,341.78
Chest type freezer (2 white)	850.00
	<hr/> 23,032.99

REMOVABLE ITEMS CARRIED IN BOOKS OF BROCK HOUSE RESTAURANT AS AT JANUARY 1, 1980
UNDER "LEASEHOLD IMPROVEMENTS"

<u>SCHEDULE B</u>	<u>ORIGINAL COST</u>
Steel shelves - Storage area in Basement	550.00
Movable screens	3,500.00
Fireplace Screens, Grates and Tools East and Center Dining Room	350.00
Mirror and Frame - centre Dining Room	375.00
Broiler (quest)	1,501.50
Salamander	1,500.00
Double pot sink	850.00
Toast Master	270.00
Cake Mixer	1,500.00
2 Deep Fryers (quest)	2,150.00
	<hr/> 12,546.50

PJS/ew
Oct. 20, 1980

SCHEDULE C

RESTAURANT INCOME

Dinner ----- \$ _____
Sunday Brunch ----- \$ _____
Other (Receptions etc.) ----- \$ _____ \$ _____ *

Liquor Sales \$ _____

T O T A L \$ _____

MEMBERS' DISCOUNT

(Dinner - Mon. - Thurs.)

Total \$ _____
Less 30% Disc. \$ _____

ACTUAL \$ _____

Number of Members _____ Average Check \$ _____

Mid-day Meals (Members) \$ _____

RENT

* 10% Restaurant Income \$ _____
Lounge Fee \$ _____

T O T A L \$ _____

PJS/ew
Oct. 17, 1980

THIS AGREEMENT made as of the 1st day of January, 1983.

BETWEEN:

BROCK HOUSE HOLDINGS LTD., a company duly incorporated under the laws 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

(hereinafter called the "Company")

OF THE FIRST PART

AND:

W.W. CATERING LTD., a company duly incorporated under the laws of British Columbia with its registered office at 279 East Pender Street, in the City of Vancouver, in the Province of British Columbia

(hereinafter called the "Operator")

OF THE SECOND PART

AND:

ALLAN WONG, of 5515 Eleanor St., in the City of Burnaby, in the Province of British Columbia, and
JOHN WONG, of 5535 Eleanor St., in the City of Burnaby, in the Province of British Columbia

(hereinafter collectively called the "Indemnifiers")

OF THE THIRD PART

A. The parties hereto are the parties to an Agreement dated June 12, 1978, whereby inter alia, the Company granted to the Operator a license for the operations and management of the Brock House Restaurant on the terms and conditions set out in the said Agreement.

B. The term of the said Agreement expired December 31, 1982 and the parties have agreed upon a renewal thereof for a further term of five (5) years commencing this date and expiring December 31, 1987 on the same terms and conditions as are set forth in the said Agreement save for the variations herein set forth.

Therefore of the respective covenants of the parties hereto, the parties hereto agree as follows:

1. The aforesaid Management Agreement between the parties which expired December 31, 1982 is hereby renewed for a further term of five (5) years from this date expiring December 31, 1987 on the terms and conditions set forth in the said Agreement dated June 12, 1978, a true copy whereof is hereto annexed as Schedule "A", save and except for the variations set out herein.

2. The aforesaid variations shall be deemed to be incorporated in the terms and covenants of the said Agreement of June 12, 1978.

3. The said Agreement of June 12, 1978 shall therefore be renewed between the parties for the above renewal term of five (5) years with the following variations:

(a) Sub-paragraph (g) under the heading of "Definitions" shall be varied by deleting therefrom clauses numbered (i) through (vii) inclusive and substituting therefore the following:

(i) for the year ending December 31, 1983 Nine Hundred and Fifty Dollars (\$950.00) per month;

- (ii) for the year ending December 31, 1984, One Thousand and Fifty Dollars (\$1,050.00) per month;
 - (iii) for the year ending December 31, 1985, One Thousand, One Hundred and Fifty Dollars (\$1,150.00) per month;
 - (iv) for the year ending December 31, 1986, One Thousand, Two Hundred and Fifty Dollars (\$1,250.00) per month;
 - (v) for the year ending December 31, 1987, One Thousand, Three Hundred and Fifty Dollars (\$1,350.00) per month;
- (b) By deleting sub-paragraph (i) under the said heading of "Definitions";
- (c) By adding to sub-paragraph (k) under the heading of "Definitions" after the word Members in the second line thereof, the following:

"including allocated upstairs areas, garden area and terrace"

- by adding to the end of the said sub-paragraph the words "as amended."
- (d) By substituting for sub-paragraph (m) under the heading of "Definitions" the following:

Amend to read "Restaurant Hours" shall mean 5:30pm to 2:00am daily, Monday through Friday, and 9:00am to 2:00am on Saturday and Sunday,

subject to City of Vancouver approval and Provincial Liquor Board regulations.

Add: The Operator shall have the right to close the restaurant to the public for seven (7) consecutive days in January of each year for the purpose of providing a staff holiday, provided however that there will be no interruption in the regular noon service for members of the Society.

- (e) By substituting for the figures \$3,500 in paragraph 8 (b)(1) the figures \$5,000;
- (f) By inserting in sub-paragraph (c) of the said paragraph 8 after the word "this" in the 7th line thereof, the word "renewal";
- (g) By substituting for the figures \$1,000,000 in sub-paragraph (q) of the said paragraph 8 the figure \$1,500,000;
- (h) By adding to paragraph 9 thereof as sub-paragraph (j) the following:

"The Operator undertakes that no independent representations re licenses or other matters will be made to City of Vancouver or Provincial Government authorities without the prior approval and consent of the Company".

In all other respects the terms and provisions of the said Agreement of June 12, 1978 shall continue in full

force and effect as terms of the aforesaid renewal engagement of the Operator.

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

John Scarfe
President
VICE PRESIDENT

C/S

THE COMMON SEAL of W.W. CATERING
LTD. was hereunto affixed in the
presence of:

Allen Wong
John Wong

C/S

SIGNED, SEALED AND DELIVERED by
ALLAN WONG in the presence of:

Allen Wong
John Wong

Allen Wong
ALLAN WONG

SIGNED, SEALED AND DELIVERED by
JOHN WONG in the presence of:

John Wong
Allen Wong

John Wong
JOHN WONG

a.m.b

1986

THIS AGREEMENT made the 10th day of February, 1986.

BETWEEN:

BROCK HOUSE HOLDINGS LTD., a company duly incorporated under the laws 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

(hereinafter called the "Company")

OF THE FIRST PART

AND:

W.W. CATERING LTD., a company duly incorporated under the laws of British Columbia with its registered office at 279 East Pender Street, in the City of Vancouver, in the Province of British Columbia

(hereinafter called the "Operator")

OF THE SECOND PART

AND:

ALLAN WONG, of 5515 Eleanor Street, in the City of Burnaby, in the Province of British Columbia, and
JOHN WONG, of 5535 Eleanor Street, in the City of Burnaby, in the Province of British Columbia

(hereinafter collectively called the "Indemnifiers")

OF THE THIRD PART

A. The parties hereto are the parties to an Agreement dated June 12, 1978, whereby, inter alia, the Company granted to the Operator a license for the operations and management of the Brock House Restaurant on the terms and conditions set out in the said Agreement;

Lot 902

1986

B. By Agreement between the said parties made as of January 1, 1983, the said Agreement was renewed for a term of five years expiring December 31, 1987 on the same terms and conditions as set forth in the said Agreement made June 12, 1978, save for the variations set forth in the said Agreement of January 1, 1983;

C. The Company has contracted for the construction of additional space to be added to the area of the present Brock House building and for renovations and alterations to portions of the existing space. Attached hereto and marked Schedule "B" is a plan of the said additions and extensions;

D. The parties have agreed upon the following variations in the terms of the aforesaid agreements of 1978 and 1983 respectively (hereinafter called the "Agreements") in consideration of the extension of the space and facilities for operations of the restaurant as hereinafter set forth.

The parties hereto each agree with the other as follows:

1. By supplementing paragraph 7 of the 1978 agreement by adding to subsection (a) thereof:

"Staff washroom and added storage area in the basement".

By adding to subsection (b) thereof after the words "East Exit storage" the words:

"including the space added as shown in the aforesaid Schedule "B" hereto".

2. By adding to paragraph 8(a) thereof the following:

"and to pay in addition the monthly sum of \$300.00 as rent for the use of the office facilities presently occupied by the Operator on the third floor of the premises".

3. By deleting subparagraph (x) of the said paragraph 8 and substituting therefor the following:

these are most directly beneficial to the
the operator as the restaurant, bar, etc.
Called for a set 1986

"To pay monthly at the request of the Company within five days of the end of each lease month a pro rata share of all operating and maintenance costs of the Brock House buildings and premises ^{as relate} ~~to the operation of the restaurant or to functions of the Operator's~~ ^{within the premises including utility charges, cleaning, decorating} ~~redecorating~~. Such shares to be determined by mutual agreement between the Company and the Operators and in the event that the parties are unable to agree such disagreement shall in each case be referred for decision to a mutually acceptable arbitrator who shall be deemed technically competent to resolve such disagreement and who shall decide in a summary manner each such disagreement. In the event that the parties are unable to agree upon such an arbitrator then the provisions of the Arbitration Act of British Columbia shall apply for such purpose".

4. Subject to the renewal from time to time of the Company's lease of the Brock House premises from the Vancouver Board of Parks and Recreation, upon the expiration of the term of the Management Agreement on December 31, 1987 the Operator shall have the right to renew the said Management Agreement for a further term of five years expiring December 31, 1992 on the same terms and conditions as are set forth in the said Agreement of June 12, 1978 as varied by the said Agreement of January 1, 1983 and of this Agreement. This right of renewal shall be exercised by written notice to the Company not later than six months before the expiration of the said Agreement and shall subsist only if the Operator is in good standing in respect of the terms hereof. If the said option to renew is duly exercised by the Operator then the Operator shall have a second right of renewal for a further term of five years commencing January 1, 1993 on the same terms and conditions as are provided for the first renewal but not including any further option to renew, but not excluding the Operator's right to renewal in accordance with Clause 3 of the Agreement dated June 12, 1978.

5. The Operator will pay to the Company as its contribution to the Company's cost of the aforesaid construction and renovations, equipment and supplies the sum of One Hundred and Sixty-Three Thousand Six Hundred Dollars (\$163,600.00) payable as ~~follows~~ set forth in the Schedule attached hereto marked as Schedule "B".

Payment thereof will be made by the Operator in such amounts and at such times as are proportionate to the payment by the Company to the contractor, architect and engineers and for furniture and equipment supplies.

6. The definition of base fee being subsection (a) ^{-p. 2} of the definition section of the Agreement of 1978 shall be varied effective forthwith by substituting for the first three lines thereof the following:

" "Base fee" shall mean a monthly amount equal to 10% of the monthly gross revenue up to the point where the gross revenues (without exclusion other than sales to members of lunches and snacks) exceeds One Million Dollars (\$1,000,000.00), in any lease year commencing January 1, 1986, and thereafter at the rate of 7% for such year."


x addition.

7. The definition of "lounge fee" as set out in paragraph (g) as amended by paragraph 3 of the agreement of January, 1983, shall be varied by adding as subsection (vi) thereof the following:

"For each calendar year any renewal period of the Management Agreement commencing January 1, 1988, the lounge fee shall be continued at the rate in effect for the year 1987".

8. In all other respects the terms and provisions of the said Agreements of June 12, 1978 and January 1, 1983 shall continue in full force and effect as terms of the aforesaid renewal engagement of the Operator.

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



THE COMMON SEAL of W.W. CATERING
LTD. was hereunto affixed in the
presence of:

C/S

C/S

SIGNED, SEALED AND DELIVERED by
ALLAN WONG in the presence of:

Doreen Overden

Allan Wong
ALLAN WONG

SIGNED, SEALED AND DELIVERED by
JOHN WONG in the presence of:

Doreen Overden

John Wong
JOHN WONG



BROCK HOUSE SOCIETY,
3875 Point Grey Road,
Vancouver, B. C.
V6R 1B3

SCHEDULE "B"

STATEMENT
SPACE PROGRAMME

Tel: 228-1461

FORECAST - COSTS & FUNDING - FEBRUARY 6TH, 1986

COSTS		TOTAL	CONTRIBUTION- B.H. RESTAURANT	Actual Total Cost
<u>Determined Costs</u>				
Conservatory			\$ 75,000	
Extension			33,000	
Auxiliary Pump Sewer				
Kitchen and Bar			10,000	
Restaurant Staff Shower & Washroom			5,500	
Renovations			10,000	
Bid price by Minion Construction:		\$423,424	\$ 133,500	accepted
Architects - Fees & Expenses		38,868	5,586	
Engineers - Fees & Expenses		12,232	1,514	
		\$474,524	\$ 140,600	Final
<u>Estimated Costs</u>				
Contingency	\$100	25,000		
Garage Renovation	2,405	12,500		
<u>TOTAL BUILDING AND RENOVATION COSTS:</u>		\$512,024		
<u>Furniture & Equipment</u>				
Tables & Chairs - Conservatory	\$ 20,000		10,000	5,724.00
Stove	3,000		1,500	5,769.00
Dishwasher (Drish table)	9,000		4,500	3,344.00
Walk-in Cooler (1 x 4 ft)	9,000		4,500	8,520.00
Furniture - Lounge	5,000		2,500	2,500.00
Cafeteria Cabinets & Equipment	26,500	72,500	28,000.00	11.00
<u>TOTAL SOCIETY COSTS:</u>		\$584,524	\$ 163,600	
<u>Brock House Restaurant Costs</u>				
Bar			\$ 20,000	
Basement Storage			2,000	
Shelving			2,000	
Glassware			10,000	
Glass Washer			3,600	
Cash Register			30,000	
Salamander			1,900	
Food Warmer & Supplies			5,000	
			\$ 74,500	
<u>Additional - To Be Determined</u>				
- Move Kitchen Wall				
- Change Layout Basement Storage to Accommodate Refrigeration.				

238,100