

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

*Retained
Total
Cost*

Determined Costs

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

Architects - Fees & Expenses

38,868

5,586

Engineers - Fees & Expenses

12,232

1,514

\$474,524

\$ 140,600

Estimated Costs

Contingency

25,000

Garage Renovation

12,500

TOTAL BUILDING AND RENOVATION COSTS:

\$512,024

Furniture & Equipment

Tables & Chairs - Conservatory

\$ 20,000

10,000

Stove

3,000

1,500

Dishwasher (Dish table)

9,000

4,500

Walk-in Cooler (installed)

9,000

4,500

Furniture - Lounge

5,000

2,500

Cafeteria Cabinets & Equipment

25,500

72,500

22,500

TOTAL SOCIETY COSTS:

\$584,524

\$ 163,600

Brock House Restaurant Costs

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

Additional - To Be Determined

- Move Kitchen Wall
- Change Layout Basement Storage
to Accommodate Refrigeration.

THIS AGREEMENT made as of the 1st day of January
A.D. 1977, in pursuance of the "SHORT FORM OF LEASES ACT",

BETWEEN:

BOARD OF PARKS AND RECREATION
of the City of Vancouver, having
offices at 2099 Beach Avenue, in
the City of Vancouver, Province
of British Columbia,

(herein called the "Board")

OF THE FIRST PART

AND:

BROCK HOUSE SOCIETY, a society
duly incorporated under the laws
of the Province of British Columbia,
with offices at 3165 Dunbar Street,
in the City of Vancouver, Province
of British Columbia,

(herein called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessee is desirous of preserving a
building located at 3875 Point Grey Road, in the City of
Vancouver, Province of British Columbia, and known as Brock
House (herein called "Brock House" or the "building" which
is situate on lands more particularly known and described
as:

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

(hereinafter called the "premises");

AND WHEREAS the City of Vancouver is the owner of
the lands and has entrusted to the Board the custody of the
lands and delegated the authority to enter into this lease;

AND WHEREAS the Lessee has requested a lease of
the premises and the Board has agreed by resolutions made at
its meeting on October 18, 1976 to lease the premises:

NOW THEREFORE THIS INDENTURE WITNESSETH THAT

the Lessee and the Board in consideration of the rent reserved and the covenants herein, hereby covenant, promise and agree each with the other as follows:

1. The Board, subject to the terms, covenants and conditions hereof, hereby leases the building unto the Lessee TO HAVE AND TO HOLD for a term of three (3) years commencing on the 1st day of January, 1977, and continuing until and including 11:59 p.m. of the 31st day of December, 1979.

2. The Lessee shall during the term yield and pay the Board rent in the sum of One Dollar (\$1.00) per annum, and the entire rent for the term in the sum of Three Dollars (\$3.00) shall be payable in advance upon the execution of these presents.

The Lessee shall pay as additional rent the estimated cost of fire insurance carried by the City in respect of Brock House. The said additional rent to be paid annually in advance upon execution of these presents and on the first day in each successive year of the term of this lease and the said insurance premium shall be paid to the City of Vancouver's Supervisor of Properties.

3. The Lessee shall use the building only for the purposes of restoration and renovation of Brock House and operation of the building and premises for community recreational facilities for the use and benefit of senior citizens, PROVIDED THAT a restaurant may be installed and used but only to the extent and for the purpose of supplying an amenity required to facilitate the aforementioned purpose and not as a commercial venture and all uses provided shall be subject to the approval of the Board's Superintendent (hereinafter called the "Superintendent").

4. The Lessee shall not assign its interest in the building, or any part thereof, without the prior written consent of the Board.

5. The Lessee shall not sublet the building or any part thereof without the prior written consent of the Board.

6. The Lessee is specifically authorized to license other parties provided that the activities of such other parties are in conformity with the purposes allowable hereunder, and provided further, however, that no such licence shall be of a term exceeding twenty-one (21) continuous days without the prior written consent of the Superintendent.

7. The Lessee shall, within six (6) months of the execution of these presents, commence the restoration and renovation of the building, the plans and specifications for which shall have the prior consent of the Superintendent and the restoration and renovation shall be in accordance with the plans and specifications aforesaid. The Lessee shall obtain the necessary permits for such reconstruction and renovation, and shall carry out same in conformity with all of the City of Vancouver's relevant by-laws, and to the satisfaction of the Superintendent. The restoration and renovation and installation of facilities shall be substantially completed to the satisfaction of the Superintendent within twenty-four (24) months of the date of these presents.

8. Upon completion of renovations referred to in paragraph 7, but in no event, later than twenty-four (24) months from the date of these presents, the Society shall:

- (a) remove fencing from the north, south and west boundaries of the premises,
- (b) remove the multiple carport structure and paved parking area from the southwest corner of the premises,
- (c) install and maintain grass and landscaping, including parking facilities, driveways and irrigation, to the satisfaction of the Superintendent.

9. The Lessee further covenants to forthwith at its own expense take out a comprehensive public liability insurance policy and will keep the same in force throughout the term hereby granted and any extension or renewal thereof. The policy will be effected with insurers and upon terms and conditions satisfactory to the Board. The policy will name the City of Vancouver, Board of Parks and Recreation and the Lessee as co-insured thereunder, and will protect the Lessee, the City of Vancouver and the Board against all claims for any loss, damage, injury or death to any person or persons, and for damage to any public or private property, caused by act or omission on the part of the Lessee, its licencees, the City of Vancouver and the Board, their respective employees, officers, agents or independent contractors. The minimum limit of such insurance will not be less than Five Hundred Thousand Dollars (\$500,000) and the maximum deductible limit of such policy shall be no greater than One Thousand Dollars (\$1,000). The Lessee will, on notice from the Board, deliver to the Board the original or a certified copy of the insurance policy for the time being in force and of any extensions or renewals thereof, and the Lessee will also deliver to the Board receipts or other evidence satisfactory to the Board that the premiums and other amounts due in respect of this insurance have been paid.

10. Notwithstanding paragraph 13 hereof, if the building shall be damaged by fire or other insured peril, the damage to the building shall be repaired by the Board and only to the extent that the Board deems desirable and any cost of repairs in excess of the sum received or payable by the building insurers shall be paid by the Lessee.

11. In addition to the provision of paragraph 7, the Lessee shall repair and maintain the building, as would a reasonable and prudent owner of such building, equipment and grounds to the satisfaction of the Superintendent who shall have access to the building for purposes of inspection during normal business hours and the Lessee shall repair according to notice.

12. The Lessee shall pay all expenses and charges on account of telephone, electricity, heating, water, garbage collection, janitorial and all other expenses normally incurred in the operation of the building and equipment.

13. The Lessee covenants with the Board that if the term hereby granted shall be at any time seized or taken in execution or attachment by any creditor, or creditors, of the Lessee or its assigns or if the Lessee or its assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become forfeited, and the said term shall immediately cease and determine and become forfeited and void and these presents thereupon shall ipso facto be null and void and of no further force or effect either at law or in equity save and except and in respect to any monies due or owing by the Lessee to the Board at such time.

14. The Lessee covenants with the Board that it will indemnify and save harmless the Board and the City of Vancouver from all costs, loss, damages, mechanics' liens, compensation and expenses suffered by the Board or the City of Vancouver and sustained or caused by the Lessee's occupation or possession of the building or the granting by the Lessee of a license to any party, and from all claims and demands against the said Board or the City of Vancouver on account of, or in respect of such occupation or possession of the building or on account of or in

respect of any license granted by the Lessee to any party (except such occurrences, matters or things as may result from acts of God or causes beyond the control of the Lessee and/or its licencees).

15. Should the Lessee make default in the payment of rent or any part thereof under this lease and such default continues for fifteen (15) days after notice thereof by the Board or should the Lessee be in default in fulfilling any of the other covenants in this lease and such default continues for a period of thirty (30) days after notice thereof by the Lessor, 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 Board 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, repossess and enjoy as of its former estate.

16. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if the Lessee shall hold over after the expiration of the term hereby granted, and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one month's notice in writing.

17. Upon termination or expiry of the term hereby granted, the Lessee shall leave all fixtures.

Wherever the singular or the masculine is used in this indenture, it shall be deemed to include the plural or the feminine or the body politic or corporate; also the parties hereto shall be deemed to include the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto
set their hands and seals the day and year first above written.

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

Law Bain)
Chairman)

Steve Pearson)
Superintendent)

The Corporate Seal of BROCK)
HOUSE SOCIETY was hereunto)
affixed in the presence of:)

Witness)
DAVID A FREEMAN)
1st FLOOR SUITE 101 BUILDING)
1039 WEST BROADWAY STREET)
VANCOUVER, B.C. V6E 3C4)
Barrister & Solicitor)

and both signatures)

SIGNED on behalf of BROCK HOUSE SOCIETY
by:

Joe Vice President

John W. Beck Secretary

271

BOARD OF PARKS AND RECREATION

AND

BROCK HOUSE SOCIETY

SIGNED on behalf of the
BOARD OF PARKS AND RECREATION

set their hands and seals the day and year first above written.
IN WITNESS WHEREOF the parties hereto have hereunto

SIGNED on behalf of BROCK HOUSE SOCIETY

DIRECTOR OF LEGAL SERVICES

CHARLES S. FLEMING

ASSISTANT DIRECTORS

JOHN A. COWLEY
JOHN L. MULLIGAN
TERRANCE R. BLAND

SOLICITORS

ROBERT G. JACKSON IAN G. HENLEY
P. W. GILBERT JOE STUBBS
ROBERT L. F. WALKER



FILE # 1198
OUR FILE NO. 3234C25
CROSS REFERENCE FILE #

P.B. LEASE #271

CITY HALL

453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4

TELEPHONE 873-7507

March 7, 1977

BOARD OF PARKS & RECREATION
REC. NO. 743
REF. TO Mike H
DATE 3-8-77
RELEASED BY
FILED BY
DATE

(to handle) - J. Miller
copy with J. Miller
for fast reference
also put copy in
correspondence file
Mike H. use this copy

Board of Parks
and Recreation
2099 Beach Ave.
Vancouver, B.C.

Attention: Stuart Lefeaux, P. Eng.

Dear Sirs:

Re: Brock House Society

As you requested in your letter of February 24th, I am enclosing photocopy of the lease to Brock House Society. I am also enclosing cheque in the amount of \$3.00 covering the first year's rent. *attached*

I am informed by Terry Gannon of the Properties Department that the estimated fire insurance premium for the premises for the year 1977 will be \$232.56 based on a rate of \$.08 and a valuation of \$326,000.

Mike H. || I would suggest that you arrange to have the Society billed for that amount.

Yours truly,

Ian G. Henley

IGH:sk
Enc.

CENTRAL REGISTRY
BOARD OF PARKS AND RECREATION

DATED: May , 1978

BETWEEN:

BROCK HOUSE SOCIETY

AND:

BROCK HOUSE HOLDINGS LTD.

S U B L E A S E

FREEMAN & COMPANY
Barristers & Solicitors
16th Floor
1030 West Georgia Street
Vancouver, B.C.
V6E 3C4 (683-4201)
TGA:dr

THIS AGREEMENT made as of the / ² day of
February, 1978, in pursuance of the "SHORT FORM OF
LEASES ACT",

BETWEEN:

BOARD OF PARKS AND RECREATION
of the City of Vancouver, having
offices at 2099 Beach Avenue, in
the City of Vancouver, Province
of British Columbia,

(herein called the "Board")

OF THE FIRST PART

AND:

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

(herein called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessee is desirous of preserving a
building located at 3875 Point Grey Road, in the City of
Vancouver, Province of British Columbia, and known as Brock
House (herein called "Brock House" or the "building") which
is situate on lands more particularly known and described
as:

Lots 12, 13 and 14
East part of District Lot 448
Plan 1153
(hereinafter called the "premises");

AND WHEREAS the City of Vancouver is the owner of
the lands and has entrusted to the Board the custody of the
lands and delegated the authority to enter into this lease;

AND WHEREAS the Board by lease dated the 1st day
of January, 1977 leased the premises for a term of three (3)
years terminating on the 31st day of December, 1979 (such
lease hereinafter called the "1977 lease");

AND WHEREAS the Lessee has requested that the 1977 lease be surrendered and a new lease for a term of five (5) years be entered into and the Board by resolution adopted at its meeting held on January 23, 1978 approved the surrender of the 1977 lease and the granting of this lease;

NOW THEREFORE THIS INDENTURE WITNESSETH THAT the Lessee and the Board in consideration of the rent reserved and the covenants herein, hereby covenant, promise and agree each with the other as follows:

1. The Board, subject to the terms, covenants and conditions hereof, hereby leases the building unto the Lessee TO HAVE AND TO HOLD for a term of five (5) years commencing on the 1st day of February, 1978 and continuing until and including 11:59 p.m. of the 31st day of January, 1983.
2. The Lessee shall during the term yield and pay the Board rent in the sum of One Dollar (\$1.00) per annum, and the entire rent for the term in the sum of Five Dollars (\$5.00) shall be payable in advance upon the execution of these presents.

The Lessee shall pay as additional rent the estimated cost of fire insurance carried by the City in respect of Brock House. The said additional rent is to be paid annually in advance upon execution of these presents and on the first day in each successive year of the term of this lease and the said insurance premium shall be paid to the City of Vancouver's Supervisor of Properties.
3. The Lessee shall use the building only for the purposes of restoration and renovation of Brock House and

operation of the building and premises as an activity centre for the use and benefit of senior citizens

PROVIDED THAT a restaurant may be installed and used but only to the extent permitted by the by-laws of the City of Vancouver AND the Lessee will not permit any business or activity on the premises deemed by the Lessor to be a nuisance AND will comply with all by-laws and regulations of the City of Vancouver and the Board and all uses provided shall be subject to the approval of the Board's Superintendent (hereinafter called the "Superintendent").

4. The Lessee shall not assign its interest in the premises, the building, or any part thereof, without the Prior written consent of the Board.

5. The Lessee shall not sublet the premises, the building or any part thereof without the prior written consent of the Board.

6. The Lessee is specifically authorized to license other parties provided that the activities of such other parties are in conformity with the purposes allowable hereunder, and provided further, however, that no such license shall be of a term exceeding twenty-one (21) continuous days without the prior written consent of the Superintendent.

7. The Lessee shall install curbing, paving and landscaping on the premises as directed and to the satisfaction of the Superintendent.

8. The Lessee further covenants forthwith at its own expense to take out a comprehensive public liability insurance policy and will keep the same in force throughout the term hereby granted and any extension or renewal thereof. The policy will be effected with insurers and upon terms and conditions satisfactory to the Board. The policy will name the City of Vancouver, Board of Parks and Recreation and the

Lessee as co-insured thereunder, and will protect the Lessee, the City of Vancouver and the Board against all claims for any loss, damage, injury or death to any person or persons, and for damage to any public or private property, caused by act or omission on the part of the Lessee, its licencees, the City of Vancouver and the Board, their respective employees, officers, agents or independent contractors. The minimum limit of such insurance will not be less than Five Hundred Thousand Dollars (\$500,000.00) and the maximum deductible limit of such policy shall be no greater than One Thousand Dollars (\$1,000.00). The Lessee will, on notice from the Board, deliver to the Board the original or a certified copy of the insurance policy for the time being in force and of any extensions or renewals thereof, and the Lessee will also deliver to the Board receipts or other evidence satisfactory to the Board that the premiums and other amounts due in respect of this insurance have been paid.

9. Notwithstanding Paragraph 10 hereof, if the building shall be damaged by fire or other insured peril, the damage to the building shall be repaired by the Board, and only to the extent that the Board deems desirable and any cost of repairs in excess of the sum received or payable by the building insurers shall be paid by the Lessee.

10. In addition to the provisions of Paragraph 7, the Lessee shall repair and maintain the building, as would a reasonable and prudent owner of such building, equipment and grounds to the satisfaction of the Superintendent who shall have access to the building for purposes of inspection during normal business hours and the Lessee shall repair according to notice.

11. The Lessee shall not make any changes or renova-

tions to the building, including decorations, without first obtaining written consent of the Superintendent.

12. The Lessee shall pay all expenses and charges on account of telephone, electricity, heating, water, garbage collection, janitorial and all other expenses normally incurred in the operation of the building and equipment.

13. The Lessee covenants with the Board that if the term hereby granted shall be at any time seized or taken in execution or attachment by any creditor, or creditors, of the Lessee or its assigns or if the Lessee or its assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become forfeited, and the said term shall immediately cease and determine and become forfeited and void and these presents thereupon shall ipso facto be null and void and of no further force or effect, either at law or in equity, save and except and in respect to any monies due or owing by the Lessee to the Board at such time.

14. The Lessee covenants with the Board that it will indemnify and save harmless the Board and the City of Vancouver from all costs, damages, losses, mechanics' liens, compensation and expenses suffered by the Board or the City of Vancouver and sustained or caused by the Lessee's occupation or possession of the building or the granting by the Lessee of a licence to any party, and from all claims and demands against the said Board or the City of Vancouver on account of, or in respect of such occupation or possession of the building or on account of or in respect of any licence granted by the Lessee to any party (except such occurrences, matters or things as may result from acts of God or causes beyond the control of the Lessee and/or its licensees).

15. Should the Lessee make default in the payment of rent or any part thereof under this lease and such default continues for fifteen (15) days after notice thereof by the Board, or should the Lessee be in default in fulfilling any of the other covenants in this lease and such default continues for a period of thirty (30) days after notice thereof by the Lessor, 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 Board 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, repossess and enjoy as of its former estate.

16. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto, that if the Lessee shall hold over after the expiration of the term hereby granted, and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not from year to year, and shall be subject to the covenants and conditions herein contained so far as may be applicable to a tenancy from month to month, and shall be determined by one (1) month's notice in writing.

17. Upon termination or expiry of the term hereby granted, the Lessee shall leave all fixtures subject to the right of the Lessee or its sub tenant to remove equipment not incorporated into the structure on the demised premises.

18. In consideration of the granting of this lease and other valuable consideration, the Lessee hereby surrenders to the Lessor the unexpired residue of the 1977 lease effective the 1st day of February, 1978; PROVIDED THAT the Lessee shall be bound by the covenants of the 1977 lease up to the date of surrender.

19. The Lessor hereby accepts this surrender of the premises and the 1977 lease.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

SIGNED on behalf of the Board of)
Parks and Recreation of the City)
of Vancouver by:)

Jan Bain)
Chairman)

Shirley Lefman)
Superintendent)

SEALED with the SEAL OF BROCK)
HOUSE SOCIETY and signed by:)

Maurice Holand)
President)

E. Beatrice Caplan)
Secretary)



, 1978.

271

BOARD OF PARKS AND RECREATION

AND

of the Second Part

L E A S E

V5Y 1V4

IGH:EG

*Attch to main lease
dated Jan 1/77 of Brock
House to Brock House Society*

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

- 2 -

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:

- 3 -

- (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 as a commercial venture;
- (e) To keep the premises clean and in good and tenantable repair;
- (f) To permit the superior Landlord and the 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

- 4 -

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

- 5 -

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.

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:

C/S

F. Beatrice Caple
~~Mrs. H. H. H. H. H.~~

The Common Seal of BROCK
HOUSE HOLDINGS LTD. was
hereby affixed in the
presence of:

C/S

NOT Trueman
Secretary

CONSENT TO SUBLEASE

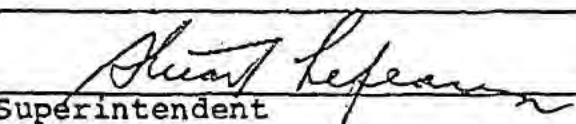
THE BOARD OF PARKS AND RECREATION of the City of Vancouver, having offices as 2099 Beach Avenue, in the City of Vancouver, in the Province of British Columbia, the Lessor of the premises known as Brock House Restaurant, consisting of the main floor of the building known as Brock House, which is situate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

DATED: May , 1978

BETWEEN:

BROCK HOUSE SOCIETY

AND:

BROCK HOUSE HOLDINGS LTD.

S U B L E A S E

FREEMAN & COMPANY
Barristers & Solicitors
16th Floor
1030 West Georgia Street
Vancouver, B.C.
V6E 3C4 (683-4201)
TGA:dr

THIS LEASE made as of the 1st day of February, 1983, in pursuance of the "Land Transfer Form Act, Part 2".

BETWEEN:

CITY OF VANCOUVER, c/o Board of Parks and Recreation, 2099 Beach Avenue, Vancouver, British Columbia, V6G 1Z4.

(hereinafter sometimes called the "City")

OF THE FIRST PART

AND:

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

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS:

A. The City is the registered owner of those lands and premises situate, lying and being in the City of Vancouver, Province of British Columbia more particularly known described as:

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

(hereinafter called the "Lands");

B. Situate on the Lands is a building commonly known as the Brock House (hereinafter called the "Building");

C. The Lands and Building are hereinafter collectively called the "Demised Premises";

D. The Lessee has requested the City to grant a lease of the Demised Premises to the Lessee.

NOW THEREFORE THIS LEASE WITNESSES THAT in consideration of the rents and covenants and mutual agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

DEMISE

1. The City, subject to the terms, covenants and conditions hereof, hereby leases and demises the Demised Premises to the Lessee.

TERM

2. To have and to hold the Demised Premises for and during the term commencing on the 1st day of February, 1983 and continuing until and including 11:59 p.m. on the 31st day of January, 1988.

3. The Lessee shall pay during the term rent in the sum of One Dollar (\$1.00) per annum, and the entire rent for term in the sum of Five Dollars (\$5.00) shall be paid in advance upon the execution of this lease.

The Lessee shall pay as additional rent the estimated cost of fire insurance carried by the City in respect of the Demised Premises. The said additional rent is to be paid annually in advance upon execution of this lease and on the 1st day of February in each and every calendar year of the term of this lease. The said insurance premium shall be prepaid to the City's Supervisor of Properties, whose calculation of such estimated cost of fire insurance shall be final and binding on the Lessee.

USE

4. The Lessee shall use the Demised Premises only for the purposes of operation of the Demised Premises as an activity centre for the use and benefit of senior citizens, provided that a restaurant may be operated but only to the extent permitted by the by-laws of the City and provided further that the Lessee will not suffer or permit any business or activity on the Demised Premises deemed by the Lessor to be a nuisance and will comply with all by-laws and regulations of the City and of the City's Board of Parks and Recreation (hereinafter called the "Board") and all uses permitted above shall at all times be subject to the approval of the Board's Superintendent (hereinafter called the "Superintendent").

REPAIRS

5. The Lessee will throughout the term and any extensions thereof clean, maintain and repair and keep in repair in a good and substantial manner the Demised Premises when, where and so often as