

THE CORPORATION OF THE DISTRICT OF BURNABY


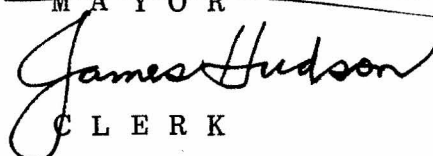
BY-LAW NO. 6649

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to S.G.A. Restaurants Mountain Ltd.

The Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This By-Law may be cited as "BURNABY LEASE AUTHORIZATION BY-LAW NO. 2, 1975".
2. The Council is hereby authorized and empowered to demise and lease unto S.G.A. Restaurants Mountain Ltd. that municipally-owned land more particularly known and described as all that portion of Block 1, District Lot 214, Group 1, Plan 3081, New Westminster District, which may be described more particularly as follows:  
Commencing at a point in the said Block 1 perpendicularly distant on a bearing of N 0° 06' 00" W a distance of 71.90 feet from a point in the southerly boundary of the said Lot 1, which latter point lies 404.99 feet on a bearing of N 89° 54' 00" E from the Southwest corner of the said Lot 1; thence N 35° 04' 25" W a distance of 138.42 feet; thence N 54° 55' 35" E a distance of 157.00 feet; thence S 35° 04' 25" E a distance of 138.42 feet; thence S 54° 55' 35" W a distance of 157.00 feet, more or less, to the point of commencement, shown outlined in red on sketch attached hereto and marked Schedule "B", upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked as Schedule "A" .
3. The Mayor and Clerk are hereby authorized and empowered to execute the said lease, signing the same and affixing the corporate seal thereto.

Read a first time this 14th day of April, 1975.  
Read a second time this 14th day of April, 1975.  
Read a third time this 14th day of April, 1975.  
Reconsidered and adopted this 21st day of April, 1975.

  
MAYOR  
  
CLERK



THIS AGREEMENT made and entered into this 31st day of  
December, 1974.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

S.G.A. RESTAURANTS MOUNTAIN LTD.  
7375 Kingsway, Burnaby, British Columbia

(hereinafter called the "Lessee")

OF THE SECOND PART

AND:

GREGORY YOUNG  
SHARALI AHAMED  
AZIZ AHAMED

(hereinafter called the "Guarantors")

OF THE THIRD PART

WHEREAS the Corporation is the owner in fee simple,  
subject however, to such encumbrances, liens and interests as are  
notified by memorandum underwritten, of ALL AND SINGULAR that  
certain parcel or tract of land and premises situate, lying and  
being in the Municipality of Burnaby in the Province of British  
Columbia, and more particularly known and described as Block One,  
District Lot 214, Group 1, Plan 3081, New Westminster District.

AND WHEREAS the Corporation has agreed to lease to the  
Lessee ALL AND SINGULAR that certain parcel or tract of land and  
premises, including the Burnaby Centennial Pavilion Restaurant  
and Refreshment Booth (hereinafter called "the said Concession")  
situate, lying and being in the Municipality of Burnaby, Province  
of British Columbia, composed of all that portion of Block 1,  
District Lot 214, Group 1, Plan 3081, New Westminster District,  
which may be described more particularly as follows:

Commencing at a point in the said Block 1 perpendicularly distant on a bearing of N 0° 06' 00" W a distance of 71.90 feet from a point in the southerly boundary of the said Lot 1, which latter point lies 404.99 feet on a bearing of N 89° 54' 00" E from the Southwest corner of the said Lot 1; thence N 35° 04' 25" W a distance of 138.42 feet; thence N 54° 55' 35" E a distance of 157.00 feet; thence S 35° 04' 25" E a distance of 138.42 feet; thence S 54° 55' 35" W a distance of 157.00 feet, more or less, to the point of commencement.

The herein-described parcel contains 0.499 acres more or less, and is shown outlined in red on plan prepared by B.S. Berting, B.C.L.S., and dated the 27th day of February, 1975, a copy of which said plan is attached hereto and marked "A" (hereinafter called "the said demised premises").

AND WHEREAS the Corporation requested proposals for the operation of the said Concession of the said demised premises.

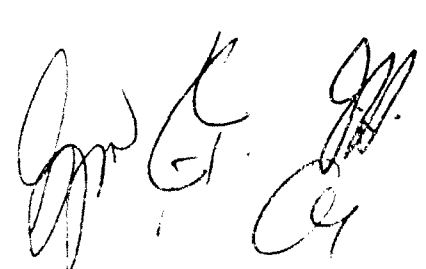
AND WHEREAS the Lessee has submitted a proposal for the operation of the said Concession.

AND WHEREAS the Corporation has accepted the said proposal, a copy of which is attached hereto and marked Schedule "A", in principle, subject to the terms and conditions hereinafter set out.

AND WHEREAS the Lessee proposes to alter the said Concession at a cost of approximately \$150,000.00.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT:

1. In consideration of the terms, covenants and conditions hereinafter contained on the part of the Lessee to be paid, observed and performed the Corporation doth hereby lease unto the Lessee the said demised premises.
2. TO HAVE AND TO HOLD the said demised premises unto the



Lessee for a period of five years commencing on the 1st day of January, 1975.

3. YIELDING AND PAYING THEREFORE a rent per month payable in advance on the first day of each calendar month during the term, the first payment to be made on the first day of January, 1975, at the office of the Corporation without any deductions, defalcations or abatements on any account whatsoever, and whether demanded or not as follows:

- (a) the sum of Nineteen (\$19.00) Dollars on the first day of each month from the 1st day of January, 1975 to the 1st day of April, 1975, inclusive.
- (b) the sum of Two Hundred and Twenty-Five (\$225.00) Dollars on the first day of each month from the 1st day of May, 1975 to the 1st day of April, 1976 inclusive.
- (c) the sum of Three Hundred (\$300.00) Dollars on the first day of each month from the 1st day of May, 1976 to the 1st day of April, 1977.
- (d) the sum of Three Hundred and Seventy-Five (\$375.00) Dollars on the first day of each month from the 1st day of May, 1977 to the 1st day of April, 1978 inclusive.
- (e) the sum of Four Hundred and Eighty-Seven Dollars and fifty cents (\$487.50) on the first day of each month from the 1st day of May, 1978 to the 1st day of December, 1979.
- (f) on the first day of January, 1975, and on the first day of each month thereafter in 1975 an amount equal to one-twelfth (1/12) of the annual taxes which would be levied upon the said demised premises if the same





were privately owned, without any deduction of any kind whatsoever.

4. The Lessee covenants and agrees with the Corporation

(a) To well and truly abide by, observe, fulfill, and perform all and singular the terms, covenants, conditions, provisions and stipulations herein set out.

(b) To operate the said Concession for a period of five years commencing on the 1st day of January, 1975.

(c) To pay rent.

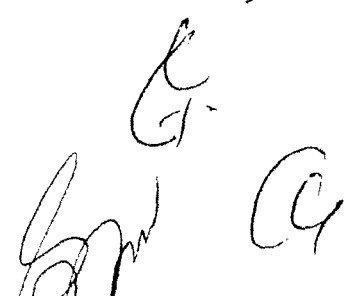
(d) To bear all charges and expenses in connection with the use and operation of the said demised premises and without limiting the generality of the foregoing, to pay for all propane gas, gas, electricity, water, telephone, and other services and materials supplied to and garbage collection from the said demised premises.

(e) To purchase all foodstuffs and liquor remaining on the said demised premises at a price to be fixed by the Corporation within fifteen days of the commencement of this lease, said cost to be as close as reasonably possible to the cost of the Corporation of the said foodstuffs and liquor.

(f) Not to commence the construction of structural alterations to any building on the said demised premises until the Lessee has provided the Corporation with the drawings and specifications of said structural alterations and obtained the written approval of same from the Corporation.

(g) To obtain all permits, including building permits, required by the Corporation or any By-Law of the Corporation.

(h) After approval has been obtained under Clause 4(f) hereof and the permits under Clause 4(g) hereof at its own cost

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and expense to forthwith commence any construction and alterations to the building on the said demised premises.

(i) It is understood, covenanted and agreed that any building, structure or other like improvements, now on said demised premises or hereafter constructed or placed thereon or attached thereto during the currency hereof are the property of the Corporation and no compensation shall be payable by the Corporation to the Lessee for any buildings, structures or other like improvement constructed, placed or attached to the said demised premises by the Lessee.

(j) To replace any furniture, equipment, articles or utensils of the Corporation on the said demised premises which said furniture, equipment, articles and utensils are set out in the Inventory attached hereto and marked Schedule "B", lost, destroyed or damaged, reasonable wear and tear excepted.

(k) To keep the building on the said demised premises and all furniture, equipment, articles and utensils therein or thereon which said furniture, equipment, articles and utensils are set out in the said Inventory in good and sufficient repair, reasonable wear and tear excepted, and in a clean and sanitary condition, and to repair according to notice.

(l) To keep all verandahs, patios, stairs and steps of the building on the said demised premises clear of ice, snow and debris.

(m) To allow the Corporation, its servants, employees, agents, contractors and all others the Licensees of the Corporation at all reasonable times to enter, pass and repass in and upon the said demised premises and any building located thereon.

(n) To acquire at its own expense all permits and licenses necessary for carrying on the business of the said Consession, and to pay business tax.

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(o) To provide at its own expense a sufficient and competent staff of respectable persons as may reasonably be required for the operation of the said demised premises and the said Concession and who shall be cleanly and neatly dressed and polite in speech and conduct at all times.

(p) To observe and abide by all laws, by-laws and regulations of the Corporation or other competent authority which in any manner relates to or affects the operation of the said Concessions or the leasing of the said demised premises.

(q) To assume all risk of injury (including death) to any person and damage to any property whatsoever in any way arising out of or in connection with the operation of the said demised premises or anything done or omitted to be done by the Lessee, its servants, employees, agents or licensees.

(r) To be responsible for an indemnify and save harmless the Corporation from and against all claims and demands, loss, costs, damages, actions, lien claims, suits, or other proceedings by whomsoever caused, in any manner based upon, occasioned by or attributable to the execution or performance of these presents, or any action taken or thing done or maintained by virtue or in consequence hereof or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder.

(s) To operate, throughout the term of this Agreement, the said Concession as a public facility and in a good and business-like manner and in accordance with best practices appropriate to this type of operation. Whenever in the opinion of the Corporation the interests of the public are not being served in that the hours of operation, sanitation, quality of food or services are in the Corporation's opinion unsatisfactory, the Corporation may give notice in writing to the Lessee setting forth the said unsatisfactory practices, and the Lessee shall within thirty (30) days after receipt

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of the said notice remedy or cause to be remedied the said unsatisfactory practices to the satisfaction of the Corporation.

(t) To provide all cleaning and janitorial service for the said demised premises.

(u) To obtain and maintain in force, at the Lessee's cost and expense, during the currency of this Agreement, in an Insurance Company authorized and licensed to carry on business and having an office in British Columbia and in a policy of insurance acceptable to and approved in writing by the Corporation, the following insurance:

(i) Motor-Vehicle Liability Insurance

Motor Vehicle Liability Insurance for bodily injury and death to persons and for property damage with the minimum limits as set forth below in respect of all motor vehicles owned by the Lessee in connection with the operation of the said Concessions. The minimum limits referred to above are:

Bodily injury to, or death	)	
of one or more persons,	)	
arising out of any one	)	
occurrence.	)	
	)	\$500,000.00
Property damage (including	)	inclusive.
loss of use thereof) arising	)	
out of any one occurrence.	)	
	)	
	)	

(ii) Third Party Liability Insurance

Comprehensive general liability insurance, including non-owned automobile liability insurance, against claims arising out of bodily injury and/or death to persons and from loss or damage to, or destruction of the property of others (including the property of the Corporation) and for loss of use thereof, for the minimum limits set forth below. The said comprehensive general liability

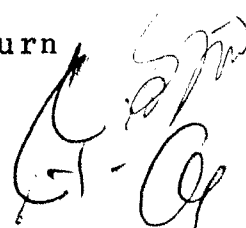
insurance shall apply to all operations of the contract of every kind and description pertaining in any way to the operation described in the contract, and without limiting the foregoing, shall agree to pay on behalf of the Lessee all sums which it may become liable to pay, by reason of liability imposed by law or assumed under any agreement relating to the said operation for bodily injury or death to persons and property damage (including property of the Corporation), including loss of use thereof, arising out of the use and/or occupancy of the said Concessions, all operations of every kind and description, including those of subcontractors, non-owned automobiles, use and/or consumption of products.

The minimum limits referred to above are:

- (1) Bodily injury to or death of any one person in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00), and
- (2) Bodily injury to or death of two or more persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00), and
- (3) Loss or damage to property, including loss of use thereof in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00).

The said liability policy shall bear an endorsement to the effect that the Corporation is added as a named Insured on the policy and that a cross-liability clause is in effect protecting the rights and interests of the named Insureds as if a separate policy had been issued in respect of each.

Each such policy shall provide that no cancellation, expiration or material change in the policy shall become effective until after thirty (30) days notice of such cancellation, expiration or change shall have been given to the Corporation by return

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registered mail, and the Lessee will at the time of execution of this Agreement file with the Corporation all such policy or policies of insurance and the receipts for payment of premiums thereon, and should the Lessee neglect so to obtain and/or maintain in force any such insurance as aforesaid or deliver such policy or policies and receipts to the Corporation then it shall be lawful for the Corporation to obtain and/or maintain such insurance and the Lessee hereby appoints the Corporation his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Corporation for insurance premiums under the provisions of this clause shall be charged to the Lessee.

(v) To forthwith furnish to the Corporation satisfactory proof that the Lessee has been determined and is then admitted by the Workers' Compensation Board to be an employer within the scope of Part I of the Workers' Compensation Act, R.S.B.C. 1960 Chapter 413, as from time to time amended, and that in the event of the Lessee's failure to furnish such proof, the Corporation shall have the right to terminate this Agreement forthwith.

(w) To use the said demised premises for the purpose of operating a food and drink outlet only.

(x) To clean, maintain and repair and keep in repair in a good and substantial manner the interior of the building on the said demised premises when, where and so often as need may be in the opinion of the Corporation and the Lessee will repair any and all damage caused by the failure of the Lessee or its successors, and assigns and its or their employees, servants, agents, licensees or contractors to use the said building and all additions and alterations thereto and all chattels and fixtures hereby demised or now or hereafter erected, placed or attached in, on or to the said building in a good, businesslike manner and in accordance with the covenants, terms and conditions of this Agreement.

(y) At the expiration or other determination of the term



hereby granted to peaceably surrender and yield up unto the Corporation the said demised premises and appurtenances, together with all buildings, structures and fixtures now or hereafter erected or placed thereon or attached thereto in good and substantial repair and condition in all respects except only for damage which the Lessee is not liable to repair by virtue of this Agreement. Provided, however, that the trade fixtures and equipment which may be installed on the said demised premises prior to, or during the term hereof, at the cost of the Lessee, shall remain personal property and shall not be deemed to become part of the said demised premises. The Lessee shall within a period of sixty (60) days after the termination of this Agreement or any extension thereof remove from the said demised premises any trade fixtures or equipment of the Lessee and shall return the said demised premises, so far as it is practicable so to do, to the state and condition in which it was prior to installation of said trade fixtures and equipment.

(z) The Lessee will comply with all laws, ordinances, regulations and requirements of any and all Federal, Provincial, Municipal or other authorities and will indemnify and save harmless the Corporation from and against any and all manner of actions, causes of action, mechanics' liens, damages, loss, costs or expenses which the Corporation may sustain, incur or be put to by reason of any neglect of same or non-compliance therewith provided that the Lessee shall not be liable for the negligence of the Corporation, its servants, agents, or workmen. In particular, but without restricting the generality of the foregoing, the Lessee shall comply strictly with all of the provisions of the Government Liquor Act, R.S.B.C. 1960, Chapter 166 and amendments thereto, so far as the same relate to the business of the Lessee.


(aa) The Lessee will at all times during the term hereby granted and any extension or renewal thereof keep accounting



records of the financial aspects of the operation of the said Concession, acceptable to the Treasurer of the Corporation and the Lessee will, throughout the term hereby granted and any extension or renewal thereof and for a period of six months thereafter permit the Treasurer of the Corporation or his nominee to inspect such records and all other books of account, receipts and invoices concerning the financial aspects of the operation of the said Concession on the said demised premises, and that it will deliver to the Treasurer of the Corporation a financial statement, prepared by an accountant who is a member in good standing for the time being of an institute or association of accountants incorporated by or under the Legislation of the Province, acceptable to the Corporation in respect of the operation of the said Concession for each year during the currency of the Agreement, and shall submit same within two months after the final business day of each operating year. Each such statement will give a concise, complete and accurate account of the financial aspects of the operation of the said Concession for the operating year immediately preceding the date upon which such statement is required hereby to be delivered, and said financial statements for any period or periods shall be audited upon the request of the Treasurer of the Corporation.

(ab) To provide a performance bond in the amount of Two Thousand (\$2,000.00) Dollars to ensure that the Lessee shall carry out all conditions herein set out relating to the operation of the said Concession on the said demised premises.

(ac) To complete all construction and alterations in and to the building on the said demised premises on or before the 15th day of March, 1975 and before commencing any construction or alterations to provide a bond guaranteeing completion of the said construction and alterations in an amount equal to the cost of the said construction and alterations, it being agreed that the time

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for completion shall be extended upon the written request of the Lessee in the event of strikes or lockouts affecting the construction or alterations.

(ad) To carry on operation of the said Concession as far as practicable during any alteration or construction of the building on the said demised premises.

(ae) Not to carry on on the said demised premises any trade or business other than the trade or business authorized by this Agreement.

(af) To do all necessary cleaning of the septic tank and grease trap at the building, except as provided in 5(f) hereof, and to be responsible for the necessary extension of the septic tank and grease trap system to the specifications of the Corporation.

(ag) To pay all taxes, including taxes for local improvements and works.

5. The Corporation covenants:

(a) That the Lessee shall have the exclusive right to sell foods and beverages in the said Concession for the term of this Agreement.

(b) To do major repairs to the building on the said demised premises including exterior walls, furnace, roof, hot water tank and septic tank which are deemed necessary by the Corporation and other government agencies except those repairs caused by any improper, unreasonable or negligent use of the said building by the Lessee, its servants, employees, agents or licensees.

(c) To maintain the roads and parking lots around the building on the said demised premises which maintenance shall include snow and ice removal to be done as soon as it is practicable so to do.

(d) To provide the necessary fire insurance for the



building on the said demised premises with the exception of glass coverage and general insurance, which shall be the sole responsibility of the Lessee.

(e) To provide vacant possession of the basement of the building on the said demised premises as soon as possible.

(f) To clean out the septic tank and grease trap for the building on the said demised premises once a year on a day to be appointed by the Corporation.

6. It is mutually understood and agreed:

(a) That the Lessee is in no sense a servant, employee or agent of the Corporation and the Corporation shall in no manner be responsible for the debts and liabilities of the Lessee.

(b) That this Lease may not be assigned without the approval of the Corporation nor sublet without the approval of the Corporation and in the event of any permitted assignment the Lessee shall remain bound by the terms of this Agreement as guarantor.

(c) That this Agreement is not to be construed as conferring on the Lessee or on any other person on behalf of the Lessee any legal or equitable estate or interest or tenancy in lands, premises, furniture, equipment, articles, utensils, matter, or thing of the Corporation and in particular in the building or any land of the Corporation, except as herein provided.

(d) That the Corporation may in January, 1975 and in December, 1979 take an inventory of the furniture, equipment, articles and utensils in the building on the said demised premises.

(e) Whenever in this Agreement it is stipulated that anything shall be done or performed by either of the parties hereto it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party

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to do or perform the same.

(f) That in the event of the Lessee at any time not complying with the provisions of this Agreement or carrying on the operation of the building on the said demised premises or the cleaning to the satisfaction of the Corporation, or in case the Lessee shall not well and truly perform and observe all the stipulations, covenants and agreements on its part in these presents contained or in the case of the bankruptcy or insolvency of the Lessee or in the case of its entering into any arrangement or composition with its creditors or in case it shall endeavour to or shall assign, underlet or part with the possession of the said demised premises or any part thereof or the lease hereby granted without the consent in writing of the Corporation, then in all, either or any of such cases the Corporation may thereupon cancel and terminate this Agreement by giving the Lessee thirty (30) days written notice, but without prejudice to the remedies of either party in respect of any previous breach thereof, and the Lessee shall vacate the said demised premises on the date mentioned in such notice. No termination as aforesaid shall give rise to any claim whatsoever on account of or arising out of such termination. In addition to any right contained herein, the Corporation shall have right of re-entry for non-payment of rent or non-observance or non-performance of the covenants herein contained.

(g) If there shall be no breach of the obligations of the Lessee imposed by or by virtue of this Agreement and if the Lessee before the first day of June, 1978 gives notice to the Corporation that the Lessee wants a renewal lease of the said demised premises for a further period of five calendar years beginning on and including the first day of January, 1980, the Corporation will grant to the Lessee a new lease of the said demised premises for the five year term, such agreement to contain the same covenants, promises and agreements as the present agreement.

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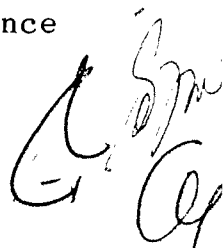
except that:

- (i) such agreement shall not contain paragraph 6(g) of this Agreement, and
- (ii) the payment under such agreement will be the market rental value of the said demised premises as agreed between the Lessee and the Corporation by written agreement signed by both before the first day of September, 1979, or failing such written agreement the market rental value of the building for the renewal term will be determined by the use of the provisions of the Arbitration Act, R.S.B.C., 1960 Chapter 14.

Provided that the Corporation gives no warranty or undertaking, express or implied as to its power to grant or confer this said option of renewal.

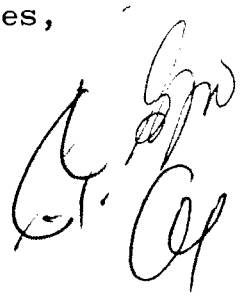
(h) If during the term or any extension or renewal thereof the building on the said demised premises or any part thereof are totally or substantially destroyed or damaged so as to be totally or partially unfit for the purpose described in this Agreement, the following provisions shall apply:

- (i) For such time as the said building is rendered partially unfit for the purpose described in this Agreement, as a result of such damage, the payment hereby reserved, but not including taxes, will abate in proportion that the part of the said building rendered unfit for the purpose described in this Agreement, is of the whole of the area of the said building. If the said building is rendered wholly unfit for occupancy by the Lessee, the rent hereby reserved will be suspended until the said building has been rebuilt and repaired or restored.
- (ii) If the said building is incapable of being rebuilt, repaired or restored with reasonable diligence



within sixty (60) days of the commencement of the work of rebuilding, repairing or restoring then the Corporation may terminate this Agreement by notice in writing to the Lessee given within thirty (30) days of the date it receives notice of the damage and on the giving of such notice this Agreement will terminate. The Lessee will, forthwith after receipt of such notice surrender the said building and all interest therein to the Corporation, the rent will be apportioned and will be payable by the Lessee only to the date of the damage and the Corporation may re-enter and repossess the said building discharged of this Agreement. If within the said period of thirty (30) days the Corporation does not give notice terminating this Agreement or if within that period it agrees not to give such notice, then upon the expiration of the thirty (30) days or upon a date agreed between the Lessee and the Corporation, whichever is the earlier, the Corporation will with reasonable promptness proceed to repair or restore the said building and the rent hereby reserved will be suspended until the said building has been rebuilt and repaired, or restored.

- (iii) If the said building is capable with reasonable diligence of being rebuilt, repaired or restored within sixty (60) days of the commencement of the work of rebuilding, repairing or restoring, then the Corporation will forthwith upon receipt of notice of such damage, proceed to rebuild, repair or restore the said building with reasonable promptness within the aforesaid sixty (60) days plus any periods of delay caused by strikes,



lock-outs, slow-downs, shortages of material, acts of God, acts of war, inclement weather or other occurrences which are beyond the reasonable control of the Corporation, and the rent will abate in the manner provided for in sub-paragraph (i) of paragraph 6(h) of this Agreement until the building has been rebuilt, repaired or restored.

Provided, however, that nothing in this paragraph contained will in any way be deemed to affect the obligation of the Lessee to repair, maintain, replace or rebuild the said building, as provided by the terms of this Agreement.

(i) That the Lessee may, if the Corporation fails to carry out any of its covenants contained herein, give written notice of such failure to the Corporation which shall have thirty (30) days to rectify such failure, and failing such rectification the Lessee shall have the right to terminate this Agreement. Provided, however, that such failure must be of such a nature that the Lessee is rendered incapable of carrying on its business under this Agreement.

(j) That in the event of a strike or lock-out of Corporation employees which results in the closing of the road to the building on the said demised premises for a period in excess of fourteen days, the payment herein, not including taxes, shall abate for the duration of the strike or lock-out in excess of fourteen days.

(k) That in the event of the Corporation failing to carry out the covenants contained in 5(b) and 5(c) the Lessee may give written notice of such failure to the Corporation and in the event such failure is not rectified within fourteen days of the giving of such notice the payment herein, not including taxes, shall abate, until the said covenant is complied with.

(l) The Guarantor, in consideration of the Corporation



leasing the said demised premises to the Lessee and entering into this Agreement with the Lessee, doth hereby for themselves, their heirs, executors, administrators, successors and assigns, covenant with the Corporation that they will observe and perform or cause to be observed and performed, all the covenants, terms, provisos, stipulations and conditions herein contained on the part of the Lessee to be observed and performed and they will be responsible for and indemnify and save harmless the Corporation from and against all claims and demands, loss, costs, damages, actions, lien claims, suits, or other proceedings by whomsoever caused, in any manner based upon, occasioned by or attributable to the execution or performance of these presents, or any action taken or thing done or maintained by virtue or in consequence hereof or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder. -

(m) 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 Corporation shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month. -

(n) That any notice required or desired to be given under or in respect of any of the terms of this Agreement may be given by mailing the same in a prepaid registered envelope addressed to the party to whom the same is to be given as follows:

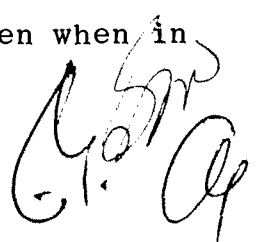
If given to the Corporation:

The Clerk,  
The Corporation of the District of Burnaby,  
4949 Canada Way,  
Burnaby, B.C.  
V5G 1M2.

If given to the Lessee

Gregory Young,  
839 Chestnut Street,  
New Westminster, B.C. -

and any notice so given shall be deemed to have been given when in



the ordinary course of post it should have been delivered.

Such addresses may be changed from time to time by either party serving notices as above provided.

Notice may also be given to the Lessee by delivering it to some adult person on the said demised premises, if occupied, or, if not occupied, by posting up a copy of the said notice on the said demised premises or any improvements thereon.

(o) That the expressions the "Corporation" and the "Lessee" herein contained shall be deemed to include: the successors and permitted assigns of such parties wherever the context so admits.

(p) That whenever the singular or masculine are used in this Agreement they will be construed as meaning the plural or feminine or the body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused their presents to be executed as of the day and year first above written.

The Corporate Seal of THE CORPORATION OF THE DISTRICT OF BURNABY was hereunto affixed in the presence of:

[Signature]  
MAYOR

James Hudson  
CLERK

The Corporate Seal of S.G.A. RESTAURANTS MOUNTAIN LTD. was hereunto affixed in the presence of:

[Signature]  
PRESIDENT.

[Signature]

Signed, Sealed and Delivered in the presence of:

[Signature]  
Name

2407 Golding for Mr  
Suraadev S. C  
Address

Salvator  
Occupation

as to all 3 signatures

[Signature]  
Gregory Young

[Signature]  
Sharali Ahamed

[Signature]  
Aziz Ahamed



February 27, 1975

585

The Administrator,  
Parks and Recreation,  
Corporation of Burnaby,  
3379, Norland,  
Burnaby, B.C.

Attention: Mr. D. Gaunt

Dear Sir:

In reference to your letter of February 10, regarding the food services at Burnaby Mountain Park; should the snack bar at Centennial Pavilion not be open by June 1st, 1975, we shall provide quick food service from the restaurant. I hope this meets with your requirements.

Yours truly,

*Gregory Young*  
Gregory Young  
President

S.G.A. Restaurants Mtn. Ltd.

RECEIVED IN  
PARKS  
AND RECREATION    
MAR - 6 1975

To	Initial	Date
D.G.		7/3/75
G.S.		12/2/75
K.B.		10/13/75
TS		

*Gregory Young*

January 31, 1975

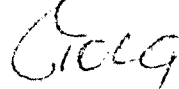
S&S

The Administrator,  
Parks and Recreation,  
Corporation of Burnaby,  
3379, Norland  
Burnaby, British Columbia.

Dear Mr. Gaunt:

Regarding the plans for the renovations at Centennial Pavilion, currently submitted to the Building Department; it is regrettable that the snack bar plans were not shown on these plans. It is our intention to have a concession stand facility built at the north end of the Centennial Pavilion to be operable by June, 1975. This facility is intended to supplement our restaurant, offering service to those who want simple refreshment, quickly.

Yours Truly,



G. Young  
S.G.A. RESTAURANTS MTN. LTD.

RECEIVED IN  
PARKS

AND  
RECREATION

REFER  FILE

FEB -3 1975

To	Initial	Date

K11  
SCHEDULE "A"

GREGYOUNG ENTERPRISES LTD.

Telephone (604) 253-7626

January 8, 1974

Vancouver, B. C.

The Purchasing Agent,  
1949 Canada Way,  
Burnaby 2, British Columbia

Dear Sir:

It is our intention to apply to the Corporation of Burnaby for the right to lease and operate the food services at the Burnaby Mountain Centennial Pavilion (B.M.C.P.) and the Burnaby Mountain Golf Course (B.M.G.C.).

Our group (S.G.A. Restaurants) includes Gregory Young, Trygve Wenn and Sharali and Aziz Ahamed (brothers). Mr. Young has ten years experience as a golf professional (five at B.M.G.C.) and is thoroughly familiar with all types of food services offered at golf courses everywhere. Mr. Wenn, with twenty years golf professional experience, naturally is well versed in the needs of golfers and how best to satisfy those needs. The Ahamed brothers, between them, have twenty years experience operating profitable restaurants in Vancouver and Kenya.

We plan to operate at B.M.C.P. a medium price steak and lobster house, managed by a gentleman with a wealth of experience in one of the most successful restaurants of this type in North America. He, as well, will provide key trained personnel. We have an interesting proven concept that we feel fits the Burnaby, Coquitlam, New Westminster Market perfectly. The B.M.G.C. will have a chef, or first rank cook (no short order cooks), who will supervise menu and food preparation and co-ordinate special offerings. Here we will specialize in breakfasts, lunches, snacks and fast food. The chef or cook will prepare all food on the premises (i.e. bread, buns, pies, etc.). In addition we will be doing other things that will be of special benefit to golfers. The chef and the manager will be shareholders in the company.

We could handle the food and drink dispensation at Kensington Park Pitch and Putt. The extension of this service to include other concessions would not be a problem.

It will take \$60,000.00 to establish these operations which we have arranged for through the Industrial Development Bank. We have access to additional funds if they become necessary.

We have had discussions with the Burnaby Parks and Recreation Dept. and they have encouraged us in every way to continue with this development. We believe our operation will be very successful for us and especially for our customers as well as a credit to Burnaby.

Yours truly

G. Young  
per S.G.A. Restaurants  
1822 Franklin St., Vancouver

RECEIVED

FEB 19 1974

PURCHASING AGENT'S  
OFFICE

*K. H. ...  
The name*

SCHEDULE "A"

PROPOSAL SUBMITTED BY

S. G. A. RESTAURANTS

REGARDING LEASE OF FOOD  
SERVICES AT THE  
CENTENNIAL PAVILION and  
BURNABY MOUNTAIN GOLF COURSE

IT IS HEREBY PROPOSED THAT  
S. G. A. RESTAURANTS OPERATE  
THESE FACILITIES.

*[Handwritten signature]*  
411

PRINCIPALS:

1. GREGORY J. YOUNG - 839 Chestnut Street, New Westminster -  
Businessman and Professional Golfer for ten years.  
Owner of advertising business, Gregyoung Enterprises Ltd.
2. ~~TRYGVE N. WENN - 7351 Coronado Drive, Burnaby.  
Businessman and Professional Golfer for twenty years.  
Head Golf Professional at Burnaby Mountain Golf Course.~~
3. AZIA J. AHAMED - 7321 Coronado Drive, Burnaby.  
Restauranteur and Businessman for sixteen years.  
Owner Lavrines French Restaurant (\$320,000.00  
annual gross), Wimpy Coffee Shop (\$200,000.00  
annual gross), and Omar Kahyam Restaurant (\$80,000.00  
annual gross), all operated concurrently and all in  
Nairobi. Owner House of Simba Boutique in Vancouver  
and former partner in Maharja Restaurant.
4. ~~PETER STURSBURG - Employee at Keg'n'Cleaver for three  
years, currently with them in management. As Mr.  
Stursberg is employed in a responsible position with  
that company, this should be kept confidential.  
Mr. Stursberg has indicated that he will be able to  
provide all the trained staff necessary.~~

*[Handwritten signatures and initials]*

It is our intention to provide a medium price, high quality steak and lobster house with an emphasis on friendliness and relaxation, and pleasant and courteous service, at the Centennial Pavilion (C.P.). We shall create a total environment in which our customers can become involved, and can actively escape the workday world.

Our menu will specialize in steaks and lobster, and will feature 10 - 12 oz. New Yorks and Sirloins, 28 days aged from the finest Alberta beef, at between ~~\$3.95~~ and ~~\$4.95~~. A bargain. Compare. We will also serve fresh frozen lobster at \$5.95 (without the shell). We will offer an assortment of soups, vegetables, beverages and desserts, as well as complimenting our meals with drinks at 70¢ each, but we are interested mainly in dinner, not in creating a bar trade. Our downstairs bar will serve as a before and after dinner facility. By specializing (providing about 8 entrees) we are able to offer highest quality at low prices without spreading ourselves thin. The larger the variety on the menu, the higher the per serving cost and the more tendency there is to compromise on the quality and preparation of the product. Steak and/or lobster has an appeal for almost everyone, and at these prices Burnaby residents can dine out often on any night of the week, not just Friday or Saturday.

Our lunchtime facility will offer a smooth quick efficient operation rather than casual relaxation, but we will not lose our friendliness. We will have meat products in the ~~\$1.50~~ to ~~\$2.95~~ range from ground sirloin to steak sandwiches. Various assorted side dishes will be offered (soups, sandwiches, etc.), the salad bar will

*[Handwritten signature]*

remain and the drink prices will not change. Again, the emphasis will be on good quality, good atmosphere and good prices. We will employ attractive waitresses for lunch; young women who are interested in their jobs.

At the Burnaby Mountain Golf Course we will place a chef in charge of menu, food preparations and special offerings (such as luncheons). Here we will specialize in breakfasts, lunches, fast food and snacks. The menu will be flexible and all the food will be prepared on the premises by the chef. The staff will be friendly, courteous and golfers, if at all possible. We shall attempt to obtain a beer and wine licence at the Burnaby Mountain Golf Course, and also shall provide outside umbrella tables and chairs for outdoor eating on warm days. As we expect to do a good business at Burnaby Mountain Golf Course this will help at busy times to take the pressure off inside seating. We hope to provide a booth between the 9th green and 10th tee so that golfers do not have a long walk in for something to eat or drink, and a balancing act out to the 10th tee with drinks and snacks. This will also speed up play on the course. Extra garbage pails will be provided on the 10th and 11th holes. Both Tryg Wenn and Greg Young have spent five years at Burnaby Mountain Golf Course, are familiar with the clientele, and will serve the people with as much effort and conscience as they have in the Pro Shop. As well, Mr. Wenn and Mr. Young are thoroughly familiar with all possibilities in serving the golfing public and will draw on their experience to satisfy this demand. Aziz Ahamed is well experienced in the mechanics of selling food in this type of operation.

*[Handwritten signatures and initials]*

HOW:

To help create the pleasing atmosphere we seek at the Centennial Pavilion, we intend to construct a semi turn-of-the-century atmosphere. We will utilize wood, brick and upholstery in the decor; decorating the walls with pictures or blow-ups of Burnaby's past. Rich soft upholstered seating, thick smooth wooden table tops and carpeted floors will contrast the old time decor to give a feeling of warmth and coziness. A fireplace in the bar and in the dining room will help give a very west coast flavour to the interior of the restaurant.

The restaurant upper will seat between 120 and 140 patrons on two or three different levels (about 9 to 18 inch elevations). The bar and sandwich bar (downstairs) will seat about 50 or 60, being reduced in functional size at night to serve as a waiting facility if the restaurant is full.

Our staff, for the most part, will be neat, clean college students with active outgoing personalities who will talk to their customers, making them feel at home, and who will provide their customers with very professional, informal service.

With this blend of quality, service and atmosphere, we are confident our restaurant will be a very pleasing and unanimous success.



CAPITAL INVESTMENT - MACHINERY  
AND LEASEHOLD IMPROVEMENTS

Kitchen equipment - Centennial Pavilion

- |  |   |
|--|---|
| 1. Ice machine                           | 27. Spatula                                   |
| 2. Walk-in cooler                        | 28. 2 pour pots for butter                    |
| 3. Dishwasher                            | 29. Bill holder                               |
| 4. Hotwater booster                      | 30. 10 bus trays                              |
| 5. Wine cooler                           | 31. 5 garbage pails                           |
| 6. Freezer                               | 32. 1 set measuring spoons                    |
| 7. Coffee maker                          | 33. 5 mixing spoons                           |
| 8. Eggbeater                             | 34. 5 pie plates                              |
| 9. Can opener                            | 35. Buckets for rags                          |
| 10. Vacuum cleaner                       | 36. Buckets to transport ice                  |
| 11. Oven for potatoes                    | 37. Salad bar                                 |
| 12. Warming ovens                        | 38. Trays for glasses and dishes<br>(storage) |
| 13. 30 inch broiler - steaks             | 39. Trays for potatoes                        |
| 14. 24 inch broiler - lobster            | 40. Bell                                      |
| 15. Canopy                               | 41. 2 sprinkle bottles                        |
| 16. Hotplate for butter                  | 42. Oven mitts                                |
| 17. Fire extinguishers                   | 43. Clock Timers                              |
| 18. Area for placing steaks<br>on plates | 44. Ice cream scoop                           |
| 19. Storage room                         | 45. Extra lights for cleaning                 |
| 20. 3 sinks large size                   | 46. Flashlight                                |
| 21. 1 small sink                         | 47. Small double sink (waiter<br>station)     |
| 22. Cutting table                        | 48. 15 coffee pots                            |
| 23. Extra shelving                       | 49. 5 funnels                                 |
| 24. Stands for broilers<br>and ovens     | 50. Cutlery keepers                           |
| 25. Kitchen knives                       | 51. Drawers for storing steaks                |
| 26. 6 pair tongs                         | 52. Coat racks                                |

Suitable substitutions will be made from  
machinery already at Centennial Pavilion

TOTAL: \$13,500.00

- |   |     |                                  |
|---|-----|----------------------------------|
| Triple sink                             | 1.  | 5 champagne buckets              |
| Post mix dispenser                      | 2.  | 200 wine glasses                 |
| 3. 8 drink mixer containers             | 3.  | 225-250 steak knives             |
| 4. 1 doz. jiggers                       | 4.  | 450 forks                        |
| 5. Hot plate                            | 5.  | 250 spoons                       |
| 6. Shelving behind bar                  | 6.  | 500 hi-ball glasses              |
| 7. Storage area near bar                | 7.  | 300 dinner plates                |
| 8. Storage trays for glasses            | 8.  | 300 water glasses                |
| 9. Refrigeration for beer<br>and juices | 9.  | 300 salad plates                 |
| 10. 12 pigeon holes for<br>bottles      | 10. | 100 table lights                 |
| 11. Circular rack                       | 11. | 60 sugar bowls                   |
| 12. Cash register                       | 12. | 70 s-p shakers                   |
| 13. Lighting behind bar                 | 13. | 150 butter bowls                 |
| 14. Cash holders for<br>cocktail trays  | 14. | 50 crocks                        |
| 15. Garbage can                         | 15. | 50 cream jugs                    |
| 16. Rubber mats for glasses             | 16. | 200 coffee mugs                  |
| 17. 2 measuring cups                    | 17. | Serving utensils at<br>salad bar |
| 18. Containers for matches              | 18. | 10 small wine flagons            |
| 19. 5 doz. pourer nozzles               | 19. | 10 large wine flagons            |
| 20. 20 cocktail waitress-<br>trays      | 20. | 10 wine bottle openers           |
| 21. Bill holder                         | 21. | 25 dessert plates                |
|   | 22. | 100 ash trays                    |
|   | 23. | 6 water jugs                     |
|   | 24. | Large salad bowl                 |

Total: \$7,600.00

LEASEHOLD IMPROVEMENTS TO INCLUDE:

Tables, chairs, carpeting, lighting, design, decor and alterations. Refer to enclosed sketches and floor plans. Total: \$35,000.00.

FOOD STOCK:

Since the bulk of the food stock will be shipped fresh daily - we need only to allot a small portion of our food stock turnover to capital investment. Refer to back for list of stock required at night-time facility.

Total: \$1,500.00.

BAR STOCK:

Liquor:

Rye	7 various brand,	6-10 bar,	\$50 + \$48 = \$98.00
Scotch	10 " "	4 bar,	\$22 + \$70 = 92.00
Bourbon	1 " "		\$ 6.50 = 6.50
Brandy	3 " "		\$27.00 = 27.00
Gin	3 " "	20-30 bar,	\$150 + \$17.80 = 167.80
Vodka	5 " "	20-30 bar,	\$150 + \$17 = 167.00
Rum	3 " "	10-15 bar,	\$ 75 + \$15.50 = 90.50
Liquers	7-10 " "	5 brand,	\$ 60 + \$50 = 110.00
Vermouth	20-30 " "		\$60 = 60.00
Dubonnet	1 " "		\$ 3 = 3.00
Tequila	1 " "		\$6.85 = 6.85

828.65

+ 5% 41.43

TOTAL: \$ 870.08

*[Handwritten signatures and initials]*

WINE STOCK:

House red	500 oz.	160 oz/6.90	=	21.00
House White	160 oz.	160 oz/6.90	=	6.90
Dao	30 bottles	1.95 ea.	=	58.50
Yalumba	30 bottles	2.10 ea.	=	63.00
Pinot Noir	25 full, 15 half	3.05 ea.	=	103.25
St. Julien	15 full, 10 half	5.00 ea.	=	102.50
Beaune	5 full, 5 half	7.15 ea.	=	54.50
Liebframilch	12 full	2.90 ea.	=	34.00
Nierstiener	12 full	2.90 ea.	=	34.00
Meursault	8 full	4.95 ea.	=	39.60
Faisca	25 full	2.00 ea.	=	50.00
Mateus	25 full	2.15 ea.	=	54.00
Mumms	5 full, 10 half	8.85 ea.	=	92.75
Heidsacks	5 full, 10 half	9.50 ea.	=	100.50
Bouchard Aine	15 full, 10 half	5.70 ea.	=	118.50
TOTAL:				<u>\$ 923.00</u>

Selection subject to substitution

BEER:

Local	20 doz. @ 3.00 doz.	=	60.00
Imported	6 doz. @ 6.00 doz.	=	36.00
TOTAL:			<u>\$96.00</u>

LIQUERS:

Anisette	Light creme de cacao	Kahlua
Apricot Brandy	Creme de menthe	Pernod
	Green - white	
B & B	Drambuie	Sloe Gin
Benedictine	Galiano	Southern Comfort
Dark creme de cacao	Grand Marnier	Tia Maria
Triple Sec		
TOTAL:		<u>\$113.95</u>

*Handwritten signatures and initials:*  
 [Signature]  
 [Signature]  
 [Initials]

CAPITAL INVESTMENT TOTALS

1. Kitchen equipment	\$ 13,500.00
2. Bar equipment - kitchen utensils	7,600.00
3. Leasehold improvements	35,000.00
4. Food stock	1,500.00
5. Bar stock	2,003.25
	<hr/>
Sub-total:	\$ 59,603.25
Cost over-run contingency	5,000.00
Operating loss contingency first 3 months	10,000.00
	<hr/>
Total capital allotment:	\$ 74,603.25
	<hr/>

TOTAL NUMBER OF STAFF REQUIRED:

1. Manager - about \$800.00 a month plus percentage of net (about 10% if we reach a particular quota) 1 - 2 days off per week
2. Assistant Manager - about \$700.00 a month.  
Promotion possibilities with expansion.
3. Two Cooks - about \$4.00 an hr. plus about 2¢ per dinner out of tips.
4. Two Bartenders - about \$3.50 an hr. plus 10% of bar tips.
5. Ten Waiters - \$ 2.50 an hr. plus tips.
6. Four-Five Cocktail Waitresses - \$ 2.50 an hr. plus tips.
7. Eight-Ten Busboys - \$ 2.50 an hr. plus about 1-2¢ per dinner.
8. Food Preparation - two men at about \$ 3.50 an hr.
9. Three Hostesses - about \$ 2.50 an hr. and approximately 2¢ per dinner out of tips
10. Four-Five Dishwashers - \$ 2.50 an hr. plus small portion of tips - move to busboys and then to waiters

*subject to change*

*Sp G.*  
*Al*  
*JA*

Staff requirements - minimum - anticipating bigger things:

1. Manager	\$800 month	=	\$26.00
2. Assistant Manager	\$700 "	=	23.00
3. Bartender	\$3.50/8 hrs	=	28.00
4. Cook	\$3.50/8hrs	=	28.00
5. Waiter	\$2.50/ "	=	20.00
6. Waitress	\$2.50/ "	=	20.00
7. Busboy	\$2.50/ "	=	20.00
8. Dishwasher	\$2.50/ "	=	20.00
9. Hostess	\$3.00/6 hrs	=	18.00
10. Prepman	\$3.50/8 hrs	=	<u>28.00</u>
			\$231.00

*subject to change*

Daily requirements

100 dinners		\$231.00
250 dinners - additional staff		
6 waiters - 3 full, 3 part @ 28 extra hrs. (i.e. 3 @ 8 3 @ 4) @ \$2.50	=	\$70.00
1 additional cocktail waitress (4 hrs) @ \$2.50		10.00
1 busboy @ 8 hrs @ \$2.50	=	20.00
1 <del>xxx</del> dishwasher @ 6 hrs @ \$2.50	=	15.00
1 hostess @ 4 hrs @ \$3.00	=	12.00
Cost of Head Waiter difference	=	<u>20.00</u>
Total for 250 dinners:		<u>\$378.00</u>
300-400 dinners		\$378.00
6 waiters full, 1 waiter part = 16 hrs @ \$2.50		40.00
2 waitresses @ 6 hrs 3 each @ \$2.50		15.00
1 dishwasher @ 2 hrs @ \$2.50		5.00
2 busboys @ 8hrs (4 each) @ \$2.50		20.00
2 hostesses @ 2 hrs @ \$3.00		<u>6.00</u>
		\$464.00
450 dinners		
10-15 additional overtime hrs @ \$3.75		<u>48.00</u>
		\$512.00

*Spencer*  
*Ad*

Schedule "A".

Per serving costs - restaurant

Accessories (included with all dinners)

1. Salad - mixed mostly lettuce	.10
2. 6 oz - beans kidney or spiced green	.20
3. 3 oz. - salad dressing @ 3¢/oz	.09
4. ½ loaf of bread @ 12¢/loaf	.06
5. 1 oz. of butter for bread @ 4.5¢/oz	.045
6. 1/10 oz. of steak sauce @ 10¢/oz	.01
7. ½ oz. vermouth @ 11¢/oz	.055
8. Parsley	.01
9. Salt and pepper	<u>.01</u>

This represents a very large portion

.58

Sample of entrees:

New York steak @ 11 oz. @ \$3/lb portioncut	= 2.06
Sirloin steak @ 10 oz. @ \$3/lb	= 3.81
Lobster @ 12 oz @ \$1.50/tail	= 3.00
Steak & Lobster 7 oz sirloin @ \$3/lb	= 1.32
Lobster tail @ \$1.50/tail	= 1.50
extra butter for lobster	= <u>.10</u>
	2.92
Teriaki steak 10 oz sirloin @ \$3.00/lb	= 1.81
Teriaki sauce	= <u>.10</u>
	\$ <u>1.91</u>

There will be more entrees

*All costs subject to change*  
G.

*G.*

*Spw*  
*CA*

*All items subject to change*

per drink cost - Bar

1. Bar liquor - Scotch, Rye, Vodka, Gin, Rum, etc.

(i) Cost of liquor - about \$5.50/bottle or .22 oz.	=	.22
(ii) Cost of mix 4 oz @ 1.5¢/oz	=	.06
(iii) Cost of cherries, olives, swizzles, etc.	=	.02
(iv) Cost of napkins	=	.02
TOTAL:		<u>\$ .32</u>

2. Brand liquor - Scotch, Rye, Vodka, Gin, Rum, etc.

(i) Cost of liquor - about \$7.50/bottle	=	.29
(ii) Cost of mix, 4 oz. @ 1.5¢/oz	=	.06
(iii) Cost of cherries, olives, swizzles, etc.	=	.02
(iv) Cost of napkins	=	.02
TOTAL:		<u>\$ .39</u>

3. Beer - domestic

(i) Cost of beer \$3.00/12 . . . 25 ea.=	=	.25
(ii) Cost of napkins	=	.02
TOTAL:		<u>\$ .27</u>

4. Beer - imported

(i) Cost of beer \$6.00/12	=	.50
(ii) Cost of napkins	=	.02
TOTAL:		<u>\$ .52</u>

5. Liquer - domestic

(i) Cost of bar liquer \$5.00/26 oz.	=	.20
(ii) Cost of napkins	=	.02
TOTAL:		<u>\$ .22</u>

6. Liquer - imported

(i) Cost of liquer @ ave. \$8.00 bottle	=	.32
(ii) Cost of napkins	=	.02
TOTAL:		<u>\$ .34</u>

*[Handwritten signatures and initials]*



*S.F.C.*  
*d.*

7. Specials

(A) Harvey Wallbanger

(1) Cost of 1 oz. Vodka	=	.22
(2) Cost of 1/2 oz. Galiano \$9.50/26 oz.	=	.20
(3) Cost of 4 oz. orange juice @ 1.5¢/oz.	=	.06
(4) Cost of cherries	=	.02
(5) Cost of 1 swizzle	=	.01
(6) Cost of napkin	=	.02

TOTAL: \$ .53

(B) Martini @ 2 1/2 oz.

(1) Cost of gin @ \$5.50/bottle	=	.44
(2) Cost of Vermouth @ \$3.00/bottle	=	.06
(3) Cost of olive	=	.02
(4) Cost of swizzle	=	.01
(5) Cost of napkin	=	.02

TOTAL: \$ .53

(C) Spanish Coffee

(1) Cost of creme de cacao @ \$5.00/bottle	=	.20
(2) Cost of brandy @ \$6.00/bottle	=	.24
(3) Cost of 5 oz. coffee/.01 oz.	=	.05
(4) Cost of whipped cream @ about .04	=	.04
(5) Cost of napkin	=	.02

TOTAL: \$ .55

*G.I.*  
*d.*  
*Spw*  
*d.*  
*d.*

J.C.  
G

PROJECTIONS

Profit margin - restaurant

1. New York sells at (most restaurants charge \$8.95)	\$4.95
costs \$2.06 = .58	<u>2.69</u>
margin	2.26
2. Sirloin sells at (most restaurants charge \$6.95)	4.50
costs	<u>2.39</u>
margin	2.11
3. Lobster sells at (most restaurants charge \$9.95)	5.95
costs	<u>3.58</u>
margin	2.37
4. Steak and lobster sells at (most restaurants charge \$8.95 or \$9.95)	5.95
costs	<u>3.50</u>
margin	2.45
5. Teriaki steak sells at (most restaurants charge about \$7.00)	4.50
costs	<u>2.44</u>
margin	2.01
6. Potatoes sell at	.35
costs .06 .15 sour cream and butter	<u>.21</u>
margin	.14
7. Mushrooms sell at	.95
cost .40 butter and sauce .10	<u>.50</u>
margin	.45

We have been careful to allow extra costs in case of cost fluctuations

Profit margin - bar

1. Bar liquor sells @	.70
costs	<u>.32</u>
margin	.38
2. Brand liquor sells @	.70
costs	<u>.39</u>
margin	.31
3. Beer domestic sells @	.70
costs	<u>.27</u>
margin	.43

J.C.  
G  
M

4. Beer imported sells @		.70
costs		<u>.52</u>
	margin	.18
5. Liquer domestic sells @		.70
costs		<u>.22</u>
	margin	.48
6. Liquer imported sells @		.70
costs		<u>.35</u>
	margin	.35
<b>SPECIALS</b>		
1. Harvey Wallbanger sells @		1.00
costs		<u>.53</u>
	margin	.47
2. 2½ oz. Martini sells @		1.00
costs		<u>.53</u>
	margin	.47
3. Spanish coffee sells @		1.00
costs		<u>.55</u>
	margin	<u>.45</u>

We can assume our margin of profit is 40% in the bar, which is comfortably below the above rate. Most restaurants have a profit margin in excess of 80% on their bar operations.

The following projections are based on a similar restaurant, in a start-up situation, in relatively unattractive locations, with very little advertising. We will assume a \$2.00 a meal profit and a 40% profit on liquor sales

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*SPC*  
*SPC*  
*SPC*

SCHEDULE "A"

labour expenses first 4 weeks - \$208.00 x 7 x 4 =	\$ 6,468.00
operating expenses \$135 per day x 7 days x 4 weeks =	3,788.00

Total net operating expenses =	\$10,256.00
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Net Revenue 1st week ave. 100 meals/day = 700 meals @2.00	1,400.00
2nd week ave. 150 meals/day = 1050 meals @2.00	2,100.00
3rd week ave. 150 meals/day = 1050 meals @2.00	2,100.00
4th week ave. 150 meals/day = 1050 meals @2.00	2,100.00
Total meals income 1st month =	\$ 9,700.00

Net Revenue Bar

1st week ave. 150 dks/day = 1050 dks @ .30 dk.=	\$ 315.00
2nd week ave. 150 dks/day = 1050 dks @ .30 dk.=	315.00
3rd week ave. 150 dks/day = 1050 dks @ .30 dk.=	315.00
4th week ave. 250 dks/day = 1750 dks @ .30 dk.=	525.00

	\$ 1,470.00
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Total Revenue:	\$ 11,170.00
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Net Revenue does not include coffee etc., desserts, potatoes or wine.

Total costs	\$ 10,256.00
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First month Net	\$ 914.00
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2nd month labour expenses 850 meals/day @ \$378/day x 7 days x 4 weeks	\$ 10,584.00
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Operating expenses of \$135/day x 7 days x 4 weeks	3,788.00
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Total Net Operating Expenses:	\$ 14,372.00
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Stc.  
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C.T.  
  
G.M.  
C.T.  
G.M.

Net Revenue:

1st week ave. 150 mls/day x 7 days = 1050 mls @ 2.00/ml = \$2,100.00  
 2nd week ave. 200 mls/day x 7 days = 1400 mls @ 2.00/ml = 2,800.00  
 3rd week ave. 250 mls/day x 7 days = 1750 mls @ 2.00/ml = 3,500.00  
 4th week ave. 250 mls/day x 7 days = 1750 mls @ 2.00/ml = 3,500.00  
\$11,900.00

Net Revenue Bar:

1st week ave. 300 drks/day x 7 days = 2100 drks @ .30/drk = \$630.00  
 2nd week ave. 350 drks/day x 7 days = 2450 drks @ .30/drk = 730.00  
 3rd week ave. 500 drks/day x 7 days = 3500 drks @ .30/drk = 1,050.00  
 4th week ave. 500 drks/day x 7 days = 3500 drks @ .30/drk = 1,050.00  
\$3,460.00

Total Revenue: \$ 15,360.00

Total Revenue does not include sale of coffee, ect.,  
 desserts, potatoes, or wine, as well as being short  
 150 meals as a precaution.

Total Expenditures: \$ 14,372.00

Net 2nd Month: \$ 988.00

3rd month to 12th month:

Expenditures:

Labour 24 weekdays x \$ 483.75/day = \$11,136.00  
 Labour 4 Saturdays x \$512.00/day = 2,048.00  
 Operating Expenses \$135.00/day x 28 days = 3,780.00  
\$16,964.00

Revenue:

24 weekdays @ 300mls/day x \$2.00/ml = \$16,200.00  
 4 Saturdays @ 450mls/day x 2.00/ml = 3,600.00  
\$19,800.00

Revenue Bar:

24 weekdays x 700 drks/day @ .30/drk = \$ 5,040.00  
 4 Saturdays x 900 drks/day @ .30/drk = 1,080.00  
Bar Total: \$ 6,120.00

Total Revenue : \$25,920.00

Net 3rd month- 12th month : \$ 8,956.00

Revenue does not include coffee etc., desserts,  
 potatoes, or wine.

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Schedule "A"

ANTICIPATED PROFIT

Anticipated Total Revenue for 12 month period:

Centennial Pavilion night-time dining	\$ 107,472.00
Burnaby Mountain Golf Course Coffee Shop	14,774.00
Lunch at Centennial Pavilion (estimated)	15,000.00
	<hr/>
	137,246.00
Allowance for unforeseen expenditure	(10,000.00)
	<hr/>
Total Anticipated Net Revenue:	\$ 127,246.00

Anticipated Total Capital Expenditure:

Original Capital Investment	74,603.25
Anticipated additional capital expenditure	70,000.00
	<hr/>
Anticipated Total Capital Investment	144,603.25
Interest @ 10% over 5 years =	36,150.75
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Anticipated Total Capital Expenditure:	\$ 180,754.00

Anticipated Total Expenses for 12 month period:

Depreciation 20% per year =	36,150.80
Management Salaries	50,000.00
Management bonus (10% of night-time facility)	9,747.20
	<hr/>
	\$ 95,898.00

Total Revenue	127,246.00
Less Expenditures	95,898.00
	<hr/>
GROSS PROFIT:	\$ 31,348.00

If the Corporation includes property taxes in their assessment, they are welcome to take whatever they feel is fair as annual lease in terms of the gross profit figure, on a flat rate basis.

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 G. G.  
 G. G.  
 G. G.

1. In lieu of the right to conduct food services businesses on these premises, the Company agrees to pay to the Corporation a fair annual return. If any property taxes are incurred at these sites, that total will be subtracted from the annual guarantee and the new figure will represent the amount payable.
2. The Company will take over premises as is, and agree that in the event a contract is not renewed the Company will replace fixtures and machinery in as good condition, or replace original dollar value, or a combination thereof, as at the time of the original takeover. This amount will be a mutually agreed upon sum.
3. The Company will maintain on a continuous basis, a nighttime dining facility at C.P.; a snack bar at C.P.; and a coffee shop at B.M.G.C.; as well as be responsible for all food and beverage served in these grounds (Burnaby Mountain Park and Burnaby Mountain Golf Course). For the convenience of the Corporation, the Company could manage food dispensation at Kensington Park Pitch and Putt.
4. Administrative level Parks and Recreation Staff will be able to inspect every facet of the operations at any reasonable time.

In return for annual guarantee the Corporation will:

- (1) Maintain all roads and parking lots on the above mentioned grounds (B.M.P. and B.M.G.C.) in usable order (i.e., make necessary repairs, keep free of snow, etc.)
- (2) Maintain the grounds at these premises at least as well as in the past.
- (3) Grant to the Company the exclusive right for food and drink sale, and dispensation for a period of five years with a five year option, on these premises and at these grounds.
- (4) Allow the Company to sell the business to any mutually acceptable buyer.

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## TERMS: (Continued)

(5) In the event the Corporation does not renew a contract or initiates termination proceedings grant the Company fair compensation for the business.

(6) Allow the Company to make alterations to decor as it sees fit. Any structural changes must be approved by Parks and Recreation Administration.

(7) Allow the Company the first four months of occupancy rent free, so as to make it easier to establish a mutually beneficial endeavour. We will assume the cost of utilities during this period.

(8) Agree on a reasonable lease escalation formula.

Other points will come up and will be included in any agreement.

A note of caution: The Centennial Pavilion is not a service location. It needs an operation that will by its nature attract business. The restaurant so located must offer something extra, something exceptional.


E. G.

John C. G.

M.



Our objective is to provide outstanding  
quality at equally outstanding prices  
in a relaxed and friendly atmosphere.  
By the above proposal we hope to achieve  
that end.



G. YOUNG, PER

S.G.A. RESTAURANTS



BURNABY PARKS & RECREATION DEPARTMENT - INVENTORY

PARK: \_\_\_\_\_

BUILDING: CENTENNIAL PAVILION

ROOM OR AREA: COFFEE SHOP AREA

DESCRIPTION	NUMBER				
	1974	1975	1976	1977	1978
EQUIPMENT OR FURNISHING					
T.E.C. CASH REGISTER MOD. BRL492	1				
ARNET MILK DISPENSER TWO COMPARTMENTS MOD. A2455 SER. 3011588	1				
MULTIMIXER MILKSHAKE MACHINE MOD. 9B Ser. 88679 58463 19 METAL MIXING CONTAINERS	2				
COVEY HOT PLATE TWO ELEMENTS	1				
CAMPBELL SOUP HOT CUP MACHINE 3 HEATING CUPS TWO PLUG WARMER TABLE MODEL C2	1				
NAPKIN DISPENSERS TABLE USE	23				
UNIVERSAL ICE CREAM COOLER 2 COMPARTMENTS MOD. B6376	1				
STAINLESS STEEL SUNDA RACK 5 COMPARTMENTS	1				
NORTHERN ELECTRIC P.A. AMPLIFIER MOD. PA35A	1				
AUTOMATIC RECORD PLAYER	1				
MCMASTER AMPLIFIER	1				
TABLE MODEL MICROPHONE	1				
DUTCH MILL CHOCOLATE MACHINE MOD. DD Ser. 160	1				
KWAY SYRUP POP DISPENSER TWO HEAD TABLE MODEL	1				
C2 CARBINATOR COMPRESSOR	1				
DANBY INGLIS PORTABLE REFRIGERATOR	3				
STAINLESS STEEL PIE CONTAINER 3 SHELF 16"X17" 12" DEEP	1				
BUNAMATIC COFFEE MAKER FIVE POT HEATER	1				
ARBRITE TOP COUNTER THREE COMPARTMENTS TWO SHELF 31"X11" 34" HIGH AND STAINLESS STEEL SINK	1				
ARBRITE TOP COUNTER 55"X31" 34" HIGH	1				
ARBRITE TOP COUNTER 135"X31" 34" HIGH	1				
PLASTIC SERVING TRAYS	21				
PLASTIC ROUND BOLTA SERVING TRAYS	12				
COFFEE SHOP TYPE TABLES	24				
YELLOW LEATHER CHAIRS STEEL FRAMES	100				
STEEL POLE TYPE COAT RACKS	6				
32"X32" ARBRITE TOP STEEL FRAME TABLE	1				
STACKING STEEL CHAIRS	2				

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BURNABY PARKS & RECREATION DEPARTMENT - INVENTORY

Schedule B

PARK: \_\_\_\_\_

BUILDING: CENTENNIAL PAVILION

ROOM OR AREA: KITCHEN AREA

DESCRIPTION	NUMBER				
	1974	1975	1976	1977	1978
EQUIPMENT OR FURNISHING					
ZENITH 23 CUBIC FOOT FREEZER MOD. 44 3103-2 SER. F228565-7	1				
ZENITH 23 CUBIC FOOT FREEZER MOD. 44 3103-2 SER. B185709-6	1				
GENERAL ELECTRIC CAN OPENER MOD. E.C. 81A 0703	1				
MEAT SLICER HAND OPERATED SER. 629738	1				
DESK FOUR DRAWER WOODEN 2'x4'x3'	1				
CLOTHES RACK METAL EIGHT PRONG HOLDER	1				
TAN LEATHER CHAIR STEEL FRAME	1				
CHROME NAPKIN DISPENSERS	7				
STAR COOLER	1				
SYRUP TANK POP DISPENSER COOLER MOD. SCUL03-2 SER. 117004	1				
MCCANS TOUCHMATIC SYRUP DISPENSER HEADS TABLE MODEL 3 HEADS	1				
WOODEN STACKING CHAIRS	4				
32" X 32" METAL FRAME ARBRITE TOP TABLE	1				
W.C.R. CASH REGISTER SER. 4648263	1				
54" X 75" LINEN TABLE CLOTHES (GOLD)	200				
BALLENTINE CHICKEN PRESSURE COOKER MOD. #cess SER. 2913	1				
EXFOYAL FIVE LBS. FIRE EXTINGUISHER SER. 610015C	1				
ARMYTO DUMP FRIGERS MOD. F.G.514-3 SER. 80687-58 81123-58	2				
MOFFATT PROPANE RANGE FOUR BURNERS 2 OVENS 1 GRIDDLE MOD. 60XL SER. 32541 9'X10'X41" STAINLESS STEEL HOOD	1				
SAFE T MASTER DRY CHEMICAL EXTINGUISHER MOD. ARS30A	1				
ALEX GARR REFRIDGERATOR UNIT REACH IN MOD. 5 DOOR STYLE 34" DEEP 71" WIDE	1				
G.E. FRIDGE TWO DOOR (FROST GUARD)	1				
STAINLESS STEEL STEAM TABLE 48" X 65" 34" HIGH	1				
G.E. FOUR SLICE TOASTER C124A	1				
SALAD BAR REFRIGERATED UNIT 30" X 60" 5 DOOR COMPARTMENTS AND CUTTING BOARD	1				
BAKERS PRIDE PIZZA OVEN 18"X18" 2 SHELVES	1				
CHROMIUM BUS BOY DOLLIES THREE SHELVES	2				
STAINLESS STEEL SINK UNIT TWO BASIN 36" X 48"	1				

*[Handwritten initials and signatures]*

BURNABY PARKS & RECREATION DEPARTMENT - INVENTORY

PARK: \_\_\_\_\_  
 BUILDING: CENTENNIAL PAVILION  
 ROOM OR AREA: KITCHEN AREA

DESCRIPTION	NUMBER				
	1974	1975	1976	1977	1978
EQUIPMENT OR FURNISHING					
HOBART DISH WASHER SIX LARGE RACKS 19" X 19" & SMALL RACKS 10" X 20" MOD. AMAT SER. 129657	1				
ELECTRIC WATER BOOSTER (SUPERHOT)	1				
BADGER FIRE EXTINGUISHER MOD. SEC20 SER. V862492	1				
MONARCH AIR FAN MOD. ML20P	1				
WOODEN CUPBOARDS THREE SHELVES 24" X 30" 40" HIGH	1				
C.O.2 PREMIX SYRUP COMPRESSOR SER. 2948	1				

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BURNABY PARKS & RECREATION DEPARTMENT INVENTORY

PARK: \_\_\_\_\_

BUILDING: CENTENNIAL PAVILION

ROOM OR AREA: BASEMENT STOREROOM ONE

DESCRIPTION	NUMBER				
	1974	1975	1976	1977	1978
EQUIPMENT OR FURNISHING					
PLASTIC TRAYS (DISH) 13" X 18" 5" DEEP	10				
PLASTIC SERVING TRAYS	102				
STAINLESS STEEL REVOLVING SALAD DRESSING DISPENSERS	11				
PORTABLE WARMING TRAYS	3				
DICKSONS WEST RAY COFFEE MAKER TWO POT 2 HEATING ELEMENTS	2				
DICKSON TWO ELEMENT HEATING ELEMENTS SER. 8261	1				
DICKSONS FOUR ELEMENT COFFEE MAKER SER. 4100	1				
WOODS SANITARY NAPKINS MACHINE	1				
WOODS SANITARY NAPKIN DISPOSAL BOX	1				
ELECTRIC MEAT SLICER SER. 032825	1				
STAINLESS STEEL CARRYING TRAYS 17" X 12" X 6" DEEP	4				
STAINLESS STEEL CARRYING TRAYS 21" X 20" 3" DEEP	2				
DEEP FRY TRAY 4" X 6" 5" DEEP	1				
ALUMINUM COFFEE URN STRAINERS	3				
STAINLESS STEEL POT & LID 16" X 16"	1				
STAINLESS STEEL WATER PITCHERS	38				
COMPLETE TABLE MODEL THREE HEAD POP DISPENSER	1				
COMPLETE TABLE MODEL THREE HEAD POP DISPENSER	1				
DELOUZE TWO LB. CAPACITY TABLE MODEL SCALE MOD. Y32	1				
KEATING KEEP KRISP HEATER, TWO HEAT LAMPS ONE STAINLESS TRAY AND ONE STAINLESS BASIN MOD. 2LOR	1				
GLEN RAY HOTDOG WARMERS SER. 21139 SER. 21752	2				
TOASTWELL FOUR SLICE ELECTRIC TOASTER SER. B7399	1				
DUTCH MILL HOT CHOCOLAT MACHINE SER. 70DD1320	1				
POP CORN DISPENSER	1				
DICKSONS TWO TAP CAPACITY COFFEE URN SER. 9268	1				
LICKWIDURN LIQUID HAND SOAP DISPENSER	6				
STAINLESS STEEL HAND STRAINERS	3				

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BURNABY PARKS & RECREATION DEPARTMENT - INVENTORY

Schedule "C"

PARK: \_\_\_\_\_  
 BUILDING: CENTENNIAL PAVILION  
 ROOM OR AREA: BASEMENT

DESCRIPTION	NUMBER				
	1974	1975	1976	1977	1978
EQUIPMENT OR FURNISHING					
METAL STACKING CHAIRS	6				
32" X 32" METAL FRAME ARBRITE TOP TABLE	1				
60" X 32" METAL FRAME ARBRITE TOP TABLE	1				
ZENITH 23 CUBIC FEET FREEZER MOD. 44-3103-2 SER. F2285-66-7	1				
QUICK AID FIRE EXTINGUISHER MOD. 15AKR SER. 11953A	1				
METAL GARBAGE CANS	7				

C

*[Handwritten signature]*



DATED: December 31, 1974.

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BETWEEN:

THE CORPORATION OF THE DISTRICT  
OF BURNABY

AND:

S.G.A. RESTAURANTS MOUNTAIN LTD.

AND:

GREGORY YOUNG  
SHARALI AHAMED  
AZIZ AHAMED

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L E A S E

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Legal Dept.,  
The Corporation of  
the District of Burnaby,  
4949 Canada Way,  
BURNABY, B.C.  
V5G 1M2.