

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 6801

A BY-LAW to authorize the granting of a lease of certain municipally-owned lands to S.G.A. Restaurants Course 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, 1976".

2. The Council is hereby authorized and empowered to demise and lease unto S.G.A. Restaurants Course Ltd., upon the terms, covenants and conditions more particularly set forth in the form of lease hereunto attached and marked Schedule "A", those municipally-owned lands and premises more particularly known and described as ALL AND SINGULAR those lands and premises situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as that portion of District Lot 137, Group 1, lying North of the North Boundary of the Johnston Road in the District of New Westminster, and which may be described more particularly as follows:

Commencing at a point in the said District Lot 137 perpendicularly distant on a bearing of S 0° 08' W, a distance of 1071.13 feet from a point in the North boundary of the said District Lot 137, as shown on deposited plan 3073, which latter point lies 1243.55 feet on a bearing of S 89° 52' E from the Northwest corner thereof; thence N 66° 13' E a distance of 21.3 feet; thence N 23° 47' W a distance of 11.3 feet; thence N 66° 13' E a distance of 13.2 feet; thence S 23° 47' E a distance of 5.0 feet; thence N 66° 13' E a distance of 3.9 feet; thence S 23° 47' E a distance of 6.3 feet; thence N 66° 13' E a distance of 3.6 feet; thence S 23° 47' E a distance of 19.7 feet; thence S 66° 13' W a distance of 42.0 feet; thence N 23° 47' W a distance of 19.7 feet, more or less, to the point of commencement.

The herein-described parcel contains by calculation 1001 square feet, more or less, and is shown outlined in red on sketch prepared by B. S. Berting, B.C.L.S., dated the 3rd day of March, 1975.

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 7th day of June, 1976.

Read a second time this 7th day of June, 1976.

Read a third time this 7th day of June, 1976.

Reconsidered and adopted this 14th day of June, 1976.



J. H. McLean

ACTING M A Y O R

[Signature]

DEPUTY C L E R K

Schedule "A"

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 COURSE 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 the hereinafter described
lands and premises.

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 Golf Course Coffee Shop (herein-
after called "the said Concession") situate, lying and being in
the Municipality of Burnaby, in the Province of British Columbia,
and being that portion of District Lot 137, Group 1, lying North
of the North boundary of the Johnston Road in the District of New
Westminster, and which may be described more particularly as follows:

Commencing at a point in the said District Lot 137
perpendicularly distant on a bearing of S 0° 08' W, a distance of
1071.13 feet from a point in the North boundary of the said District

Lot 137, as shown on deposited plan 3073, which latter point lies 1243.55 feet on a bearing of S 89° 52' E from the Northwest corner thereof; thence N 66° 13' E a distance of 21.3 feet; thence N 23° 47' W a distance of 11.3 feet; thence N 66° 13' E a distance of 13.2 feet; thence S 23° 47' E a distance of 5.0 feet; thence N 66° 13' E a distance of 3.9 feet; thence S 23° 47' E a distance of 6.3 feet; thence N 66° 13' E a distance of 3.6 feet; thence S 23° 47' E a distance of 19.7 feet; thence S 66° 13' W a distance of 42.0 feet; thence N 23° 47' W a distance of 19.7 feet, more or less, to the point of commencement.

The herein-described parcel contains by calculation 1001 square feet, more or less, and is shown outlined in red on sketch prepared by B. S. Berting, B.C.L.S., dated the 3rd day of March, 1975, a copy of which said sketch is attached hereto and marked "A" (hereinafter called "the said demised premises").

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 One (\$1.00) Dollar 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 Seventy-Five (\$75.00) 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 One Hundred (\$100.00) Dollars on the first day of each month from the 1st day of May, 1976 to the 1st day of April, 1977 inclusive.
- (d) the sum of One Hundred and Twenty-Five (\$125.00) 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 One Hundred and Sixty-Two Dollars and Fifty Cents (\$162.50) on the first day of each month from the 1st day of May, 1978 to the 1st day of December, 1979 inclusive.
- (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 and to pay all taxes.

(e) Not to commence the construction of or alterations to any building or construct any new buildings on the said demised premises until the Lessee has provided the Corporation with the drawings and specifications of said construction or alterations and obtained the written approval of same from the Corporation. ✓

(f) It is understood, covenanted and agreed that any building, structure or other like improvements, now on the 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.

(g) 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.

(h) 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.

(i) To keep the said demised premises clear of ice, snow and debris.

(j) 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.

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

(l) 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.

(m) 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.

(n) 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.

(o) To 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.

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

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

(r) 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 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.

(s) 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.

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

(u) 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.

(v) 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 terms 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.

(w) 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. ✓

(x) 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.

(y) 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.

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

5. The Corporation covenants:

(a) That the Lessee shall have the exclusive right to

sell foods and beverages in the said Concession on the said demised premises 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.

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 any 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 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 said Concession 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 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.

(1) 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 these

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

S E A L

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

[Signature]
SECRETARY

S E A L

Signed, Sealed and Delivered in the presence of:

R.A. Russell
Name

565 Southborough Dr W.V.
Address

Manager "Owl & Donut"
Occupation

As to the signature of Greg Young.

Gregory Young
Sharali Ahamed
Aziz Ahamed

Signed, Sealed and Delivered in the presence of:

R.A. Russell
Name

565 Southborough Dr
Address

West Vancouver
Address

Manager "Owl & Donut"
Occupation

As to the signature of Aziz Ahamed. AND SHARALI AHAMED.

[Signature]
S. Mahamed

[Signature]

BURNABY PARKS & RECREATION DEPARTMENT - INVENTORY

PARK: _____

BUILDING: BURNABY MTN. GOLF COURSE

ROOM OR AREA: COFFEE SHOP

DESCRIPTION	NUMBER				
	1974	1975	1976	1977	1978
EQUIPMENT OR FURNISHING					
PYRENE CHEMICAL FIRE EXTINGUISHERS SER. 598746, 598810, 591263	3				
CAFE TYPE TABLES ARBRITE TOP 2'6"X4'	4				
YELLOW LEATHER CAFE CHAIRS METAL FRAME	16				
ARNET MILK COOLER SINGLE COMPARTMENTS	1				
DUTCH MILK HOT CHOC. MACHINE	1				
GLENRAY HOT DOG WARMER MACHINE	1				
BLOOMFIELD PIE CABINET, GLASS FRONT 3 SHELVES	1				
SWIVEL STOOLS AROUND COUNTER	19				
4 SPIGOT DISPENSER AND COMPRESSOR. MOD. T0400 SER. G2871	1				
WOOD POLE COAT HANGERS*	2				
TROPHY CASES 2'x1'x8'	2				
SET OF WINDOW DRAPES	8				
METAL FILING CABINETS 18"X25"	2				
UNIVERSAL ICE CREAM COOLER AND 5 STAINLESS STEEL SUNDAE CONTAINERS MOD. 4HDL SER. M525547	1				
BUNO-MATIC COFFEE MACHINE 4 HOT PLATES MOD. R.T. SER. CA5396	1				
KIDDIE AUTOMATIC FIRE EXTINGUISHER 5 HEADS MOD. KHD20A	1				
MOFFAT GRIDDLE 2 HOT PLATES AND 24" OVEN	1				
N.C.R. CASH REGISTER SER. F.R. 943168YX	1				
MULTIMIX MILKSHAKE MACHINE MOD. 95 SER. 51975	1				
HOBART DISH WASHER MOD. U.M.4D SER. 295119	1				
HATCO WATER HEATER*	1				
HOBART ELECTRIC MEAT SLICER MOD. 410	1				
G.E. KETTLE K43C	1				
STAINLESS STEEL STORAGE SHELVES 8'x1'	4				
STAINLESS STEEL STORAGE SHELVES 5'6"X1'	3				
STAINLESS STEEL STORAGE SHELVES 5'6"X1'	4				
FOSTER FREEZ UNIT 4 REACH IN COMP.	1				
COLDSPOT DEEP FREEZE UNIT 21"X30"X15"	1				
URN TYPE ASH TRAYS STAND UP TYPE	3				
SWING TOP WASTE PAPER CONTAINER	4				

Handwritten initials or mark

GOLF COURSE COFFEE SHOP INVENTORY

Juice glasses, 5 oz.	28
Water-milk glasses, 8 oz.	67
Sundae Dishes	20
Sugar bowls	14
Ash trays	30
Soda glasses	20
Plates 10"	25
Egg rings	5
Coffee Stands	2
Filter stands for grease	1
Buggo lites	2
Garbage cans	5
Cutlery box	3
Vinegar jugs	12
Napkin dispensers	10
Lazy susans	6
Juice jugs	6
Teapots	21
Fry pan 13 $\frac{1}{2}$ "	1
Fry pan 10 $\frac{1}{2}$ "	1
Roaster	1
Egg poacher	2
5 qt. pot	1
Silex	5
Soup pots	3
Knives	121
Forks	69
Teaspoons	123
Soup Spoons	63
Soda spoons	31
Plastic spoons	6
Hamburger turner	2
Pot fork	1
Slotted turner	1
Can opener - bottle opener	3
Ice cream scoop	2
Pom tongs	6
Cook's knife	1
Sandwich spreader	3
Egg slicer	1
Ham slicer	1
Cups	99
Saucers	137
Soup Bowls	49
Plates 9"	58
Plates 7"	22
Plates 6 $\frac{1}{2}$ "	29
Salad bowls	23
Fruit bowls	24
Salad bowls natueral	16
Plates 5 $\frac{1}{2}$ "	70
Soup pots, electric	3
Wooden spoons	3
Soup ladle	3

DATED: December 31, 1974

THE CORPORATION OF THE DISTRICT
OF BURNABY

AND

S.G.A. RESTAURANTS COURSE LTD.

AND

GREGORY YOUNG
SHAPALI AHAMED
AZIZ AHAMED

L E A S E

Legal Department,
The Corporation of the
District of Burnaby,
4649 Canada Way,
Burnaby, B. C.
V5G 1M2