

Excerpt from the Lease Agreement between UBC Properties Investment, Ltd and C.G.L. Investments, Ltd. for Mahony's Pub:

*7.1 The Tenant [UBC Properties Investments Ltd.] covenants that so long as the Subtenant [C.G.L. Investments Ltd.] is in actual possession of the Premises [Mahony's] and is carrying on its business in the Premises in accordance with the terms of this Sublease without being in default of this Sublease, the Head Landlord [UBC] will not, at any time during the initial Term or any renewal thereof, lease premises, other than the Premises, in any building on any lands over which the Tenant has jurisdiction within the boundaries of the University Boulevard Neighbourhood Plan as such boundaries existed at the time of adoption of such Neighbourhood Plan in January 2004, to any tenant whose principal business is for a Liquor Primary Licence or a License Retail Store as defined by the Government of British Columbia Liquor Control and Licensing Branch.*

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Excerpt from the NEW SUB lease agreement between UBC and the AMS:

*It shall not be unreasonable for the Lessor [UBC] to withhold its consent in respect of the activities described in Article 35 of the agreement dated October 27, 2005 [Mahony's Lease] between UBC Properties Investments Ltd. and C.G.L. Investments Ltd. (as may be amended from time to time), namely the use of space principally for a business requiring a Liquor-Primary Licence or a Liquor (Licensee) Retail Store Licence as defined by the Government of British Columbia Liquor Control and Licensing Branch; provided however, it is understood and agreed that the Lessee [AMS] shall be permitted to operate a pub (currently called the Pit Pub) and a lounge (currently to be called the Gallery Lounge) as establishments under a Liquor-Primary License and to obtain Special Occasion Licenses for activities conducted elsewhere in the Building, so long as:*

*(a) neither the pub nor the lounge has:*

- (i) a patio located within the hatched or cross hatched areas shown on the plan attached to this Schedule 4;*
- (ii) signage within the hatched area, or on the exterior of the Building, that is visible from the ground level of University Boulevard;*
- (iii) doors or windows that open on to the hatched area, or that are visible from the ground level of University Boulevard;*

*(b) the pub does not have:*

- (i) signage within the cross-hatched area, or on the exterior of the Building, that is visible from the ground level of University Square, which square comprises the entire cross-hatched area shown on the plan attached to this Schedule 4;*
- (ii) doors or windows that open on to the cross-hatched area, or that are visible from the ground level of University Square;*

*(c) the activities associated with the Special Occasion Licenses are conducted in substantially the same manner in which they were conducted in the Lessee's former building situate north of the Aquatic Centre and identified on the plan attached to this Schedule 4 as the existing Student Union Building; and*

*(d) the Lessee complies with all other provisions of the Lease to which this Schedule 4 is attached, all applicable statutory and regulatory requirements, and all of the Lessor's rules and regulations of general application, including those relating to land use, noise, and nuisance.*