

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

May-25-2015 16:42:24.002

CA4416114 CA4416116

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Craig Whitlow
Shirreff
DFEYQAQ

Digitally signed by Craig Whitlow
Shirreff DFEYQAQ
DN: o=CA, cn=Craig Whitlow Shirreff
DFEYQAQ, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=DFEYQAQ
Date: 2015.05.25 10:26:46 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Donna Dulaba, McCarthy Tétrault LLP
1300 - 777 Dunsmuir Street

Phone: (604) 643-5870
Client No. 010452
File 215284/464294 Doc 14473135

Vancouver BC V7Y 1K2
Document Fees: \$234.30

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-173-817 LOT 346 FALSE CREEK PLAN EPP31476

STC? YES

3. NATURE OF INTEREST
SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

CRAIG SHIRREFF

Barrister & Solicitor

McCarthy Tétrault LLP
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
604-643-5955

Execution Date

Y	M	D
15	05	11

Transferor(s) Signature(s)

1010094 B.C. LTD., by its
authorized signatory(ies):

Print Name: SCOTT MENKE

Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

JEFFREY M. GREENBERG

Y	M	D
15	05	22

CITY OF VANCOUVER, by its
authorized signatory(ies):

Barrister & Solicitor

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

Print Name: ANDREW FRANCIS

Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

NICOLE CLEMENT

A Commissioner for Taking Affidavits for British Columbia

Expires May 31, 2015
510 BARRARD STREET
VANCOUVER, B.C. V6C 3B9
(604) 661-9400

Execution Date

Y	M	D
15	05	19

Transferor / Borrower / Party Signature(s)

COMPUTERSHARE TRUST
COMPANY OF CANADA, by its
authorized signatory(ies):

Print Name: JILL DUNN

Print Name: JENNIFER WONG

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 4 OF 17 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Appurtenant to Lease CA4127165
Page 8, Paragraph 2.1

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting the Covenant registered one number prior to the instrument number assigned to this Priority Agreement priority over Mortgage No. CA4142829 and Assignment of Rents No. CA4142830

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting the Covenant registered two numbers prior to the instrument number assigned to this Priority Agreement priority over Mortgage No. CA4142831 and Assignment of Rents No. CA4142832

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

1010094 B.C. LTD. (INC. NO. BC1010094) (as to Covenant)
COMPUTERSHARE TRUST COMPANY OF CANADA (as to Priority Agreements)

TERMS OF INSTRUMENT - PART 2

RESPONSIBLE GAMING AGREEMENT
THE CASINO AT PARQ

THIS AGREEMENT dated for reference the 25th day of May, 2015.

WHEREAS:

- A. It is understood and agreed that this Agreement will be read as follows:
- (a) the Transferor, **1010094 B.C. LTD.**, is called the "**Tenant**",
 - (b) the covenantor, **PARQ HOLDINGS LIMITED PARTNERSHIP**, is called "**PHLP**";
 - (c) the covenantor, **EDGEWATER CASINO ULC**, is called the "**Operator**";
 - (d) the Tenant, PHLP and the Operator are hereinafter collectively called the "**Grantor**"; and
 - (e) the Transferee, **CITY OF VANCOUVER**, is called the "**City**" or the City of Vancouver when referring to the corporate entity and "**Vancouver**" when referring to geographical location;
- B. B.C. Pavilion Corporation ("**PavCo**") has made application to the City to permit the operation of a Casino-Class 2 (the "**Casino**") as part of the development known as "Parq" on the lands located at 39 Smithe Street, Vancouver, British Columbia (legally described as Parcel Identifier 029-173-817, Lot 346 False Creek Plan EPP31476) (the "**Lands**") for a period of not less than twenty (20) years;
- C. By way of a lease made effective as of November 21, 2014 between Pavco, as landlord, and the Tenant, as tenant, PavCo granted to the Tenant a ground lease of the Lands for a term of 70 years from the date the Casino first opens for business (the "**Opening Date**"), which lease was registered in the LTO under number CA4127165 (the "**Ground Lease**");
- D. The Operator is the service provider under the amended and restated casino operational services agreement dated with effect January 31, 2007 (the "**COSA**") between the Operator and British Columbia Lottery Corporation ("**BCLC**") pursuant to which (1) the Operator operates the casino located at 760 Pacific Boulevard South, Vancouver, British Columbia (the "**Existing Casino**"), and (2) once the Casino is completed, will operate the Casino;
- E. Pursuant to an agreement dated for reference the 1st day of November, 2004, the Operator established a fund to be managed by and in the sole control of the City (the "**Social Responsibility Fund**") to assist in the development and implementation of harm reduction strategies and programs in order to mitigate possible negative impacts of the gambling industry on the City of Vancouver, pursuant to which \$200,000 per year has been paid to the City since the date of opening of the Existing Casino and continues to be so paid as of the date of this Agreement;

- F. As specified in section 1.29 of the City's "prior to" letter dated July 28, 2014, it is a condition of issuance of Development Permit No. DE41276 for the Casino that arrangements must be made to the satisfaction of the City Manager for a legal agreement to be entered into to put into effect as contractual obligations PHLP's response to the recommendations contained in the Provincial Health Officer's report entitled "Lowering the Stakes: A Public Health Approach to Gambling in British Columbia"; and
- G. The Grantor has agreed to enter into this Agreement with the City in order to satisfy the foregoing "prior-to" condition to the issuance of Development Permit No. DE41276.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained, and other good and valuable consideration (receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Interpretation

- (a) Any interest in land created hereby, including those noted in the Form C attached to and forming part of this Agreement, as being found in certain Articles, Sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) that define the terms used in this Agreement;
 - (ii) that deal with the interpretation of this Agreement; and
 - (iii) that are otherwise of general application.
- (b) In this Agreement, the words "include" and "including" are to be construed as meaning "including, without limitation".
- (c) The Schedules attached to this Agreement constitute an integral part of this Agreement.

1.2 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Number

Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.

ARTICLE 2 SECTION 219 COVENANT

2.1 Section 219 Covenant

Pursuant to Section 219 of the *Land Title Act* (British Columbia), the Tenant covenants and agrees with the City, as a covenant running with and binding the Tenant's interest in the Lands under the Ground Lease during the term and any renewal or extension of the term of the Ground Lease, and PHLP and the Operator also covenant with the City as a personal covenant and contractual obligation, that the Lands will not be used or occupied for any purpose whatsoever unless and for so long as the Grantor complies with the following obligations:

- (a) **Annual SRF Payment.** On the Opening Date and on every anniversary thereof during the term of this Agreement (or, if any such day is not a business day, on the next following business day), the Grantor will pay into the Social Responsibility Fund Three Hundred Thousand Dollars (\$300,000.00), plus GST (the "**Annual SRF Payment**"). The parties acknowledge and agree as follows regarding the Annual SRF Payment:
 - (i) effective as of the Opening Date, the Annual SRF Payment obligation will supersede and replace the obligation for the Grantor or any other party to pay funds into the Social Responsibility Fund pursuant to the agreement referred to in Recital E (except as may be required by B.C. Pavilion Corporation pursuant to the covenant registered under instrument number BB1356840 in the event that the Grantor does not comply with the requirements under this Agreement);
 - (ii) if the Grantor has already made a \$200,000 contribution to the Social Responsibility Fund in connection with the Existing Casino in the calendar year in which the Opening Date occurs, then a pro-rated portion of such contribution based upon the portion of the year that the \$200,000 contribution overlaps with the Annual SRF Payment will be deducted from the amount required to be paid by the Grantor as the first Annual SRF Payment;

- (iii) no portion of the Annual SRF Payment will be refundable to the Grantor notwithstanding the cessation of Casino operations; and
- (iv) following the first Annual SRF Payment, the amount of each subsequent Annual SRF Payment will be adjusted to reflect the percentage change in the "all items" Consumer Price Index for British Columbia between the month in which the previous Annual SRF Payment was made and the month in which such subsequent Annual SRF Payment is to be made.

The Social Responsibility Fund will be administered by the City in its sole discretion.

- (b) *Annual Payment to St. Paul's Hospital Foundation.* After the Opening Date, on March 31 and September 30 in each calendar year during the term of this Agreement (or, if such day is not a business day, on the next following business day), the Grantor will pay in the name of the City to St. Paul's Hospital Foundation (the "**Foundation**"), or to any successor organization or other non-profit organization with a similar purpose as the Foundation if the Foundation ceases to exist or to perform or cause to be performed the nature of research required under this Agreement, One Hundred Fifty Thousand Dollars (\$150,000.00) for a total annual payment of Three Hundred Thousand Dollars (\$300,000.00), plus GST (the "**Annual Research Payment**"). The parties acknowledge and agree as follows regarding the Annual Research Payment:
 - (i) no portion of the Annual Research Payment will be refundable to the Grantor notwithstanding the cessation of Casino operations;
 - (ii) the first Annual Research Payment will be prorated to reflect the number of calendar days between the Opening Date and the end of the calendar year. One half of the first Annual Research Payment, plus GST, will be paid on the Opening Date, and the balance, plus GST, will be paid on September 30 or, if the Opening Date occurs after September 30, then the full pro-rated portion for the first calendar year of operations will be paid on December 31 (or, if any such day is not a business day, on the next following business day); and
 - (iii) if at any time after five (5) years from the Opening Date the City is not satisfied with the benefits received by the City as a result of such research investment, it may provide written notice to the Grantor to redirect some or all of the Annual Research Payment to the City and upon receipt of such notice the Grantor will thereafter pay some or all of the Annual Research Payment as directed by the City into the Social Responsibility Fund concurrently with the Annual SRF Payment.
- (c) *Failure to Make Payments.* The Grantor shall or shall cause any operator of the Casino to immediately cease operations of the Casino if the Grantor fails to make any payment in accordance with the terms of the Agreement, upon receipt of written notice of default by the City and the failure to cure such default by payment of any amount then due within thirty (30) days of such notice being received.

ARTICLE 3
RESPONSIBLE GAMBLING OPERATIONAL COVENANTS

- 3.1 The Grantor agrees that, to achieve the goal of making the Casino the centre of excellence for responsible gambling in British Columbia through the implementation of responsible gambling policies and procedures, participation in and support of gambling addiction research and advocacy of policy development with BCLC, the Grantor will do the following:
- (a) Enhanced Responsible Gambling Procedures:
 - (i) make identification of and interaction with problem gamblers a formal part of both management and employee performance evaluation, provided that the obligation in respect of employee performance evaluation will be subject to negotiation with the applicable union of satisfactory contract language;
 - (ii) provide to all employees who work on the Casino floor training and workshop sessions on identification of problem gamblers and how best to interact with someone who projects the characteristics of a problem gambler;
 - (iii) use best efforts to achieve an 85% score on the Responsible Gaming Check audit in 2015 at the Existing Casino;
 - (iv) conduct annual Responsible Gaming Check audits commencing in 2017, with a baseline Responsible Gaming Check audit in the Casino in its first full year of operations, and use best efforts to achieve a 90% score;
 - (b) ATM Machines in the Casino:
 - (i) ensure that all ATM machines and Global Cash Access machines (collectively the "**ATM Machines**") in the Casino will not be on the Casino floor and will be located in a dedicated area further sequestered from the Casino floor than at the Existing Casino, thus increasing the "walking off" distance from the Casino floor;
 - (ii) implement additional and enhanced staff training of all employees working in a cash access setting in the Casino to ensure that responsible gaming protocols are followed;
 - (iii) locate the Responsible Gaming Station in the Casino between the Casino floor and the path to the ATM Machines vestibule;
 - (iv) ensure that digital messaging is activated at every ATM Machine which conveys BCLC Responsible Gambling and/or Responsible Gaming Check suggestions designed to prompt a pause (e.g., "Is it time to take a break?");
 - (v) work with BCLC to advocate for the implementation of casino policy which restricts or prevents access to credit for all at-risk problem gamblers;

- (c) Hours of Operation:
- (i) ensure the implementation of more formalized programs which monitor patron gambling activity to identify potentially addictive behavior;
 - (ii) direct management to implement the creation of a database derived from maintaining a daily log of the interventions taken to address situations where gamblers are demonstrating distressed behaviour and the outcome of each logged event, with the accumulated data to be reviewed by Providence Health Care Society ("**Providence**") or another of the Grantor's third party research partners (the "**Research Partner**") for its comments and recommendations;
 - (iii) follow the recommendations of the Research Partner to collaboratively identify operational opportunities to mitigate addictive behavior of problem gamblers by improving techniques to identify problem gamblers and thereby increase the chance of success for staff interventions;
 - (iv) follow the recommendations of the Research Partner to collaboratively identify the relationship between the duration of time on a machine and problem gambling;
 - (v) work with BCLC to advocate for the implementation of casino policy that would notice the player if real time play history exceeded research-based "safe" time on a machine without a break;
- (d) Alcohol Policy:
- (i) will not implement the new BCLC Policy 7 allowing for complimentary alcoholic drinks on the public Casino floor;
 - (ii) work with the Foundation in collaboration with Providence and the Centre for Gambling Research at the University of British Columbia (the "**Centre**") to design a research trial to assess the relationship of the availability of alcoholic beverages for sale on the public Casino floor to problem gambling;
 - (iii) work with BCLC and the British Columbia Gaming Policy and Enforcement Branch ("**GPEB**") to advocate for the creation and implementation of a policy regarding the availability of alcoholic beverages for sale on the public Casino floor which incorporates the findings and conclusions of the foregoing research trial;
- (e) Responsible Gaming Messaging on Electronic Gambling Machines:
- (i) implement responsible gaming messaging on all slot machines and video terminals once the BCLC software is available which the parties anticipate will be in advance of the Opening Date;
 - (ii) in conjunction with Providence and the Centre, undertake research in relation to the potential benefits of implementing and measuring the

effectiveness of risk advisory messaging related to different casino games;

- (iii) examine the capacity of loyalty rewards programs or other data to more effectively identify problem gamblers and determine why the percentage of participation by problem gamblers in the City of Vancouver in the Voluntary Exclusion Program is well below the provincial rate;

3.2 Local Health Care Professionals' Participation in Responsible Gaming Training:

- (a) in conjunction with Providence, the Foundation and the Centre:
 - (i) make data mining the chief research priority to identify and intervene with those practicing disordered gambling;
 - (ii) support the research priority of mitigating harm from gambling and enhancing harm reducing interventions; and
 - (iii) participate in setting the research agenda on a biannual schedule;

3.3 Vancouver Stakeholders' Responsible Gaming Collaboration:

- (a) advocate a comprehensive approach to a research-based harm reduction strategy in collaboration with other stakeholders including the City, BCLC, GPEB, the Centre, Vancouver Health Care Professionals, Providence, the Foundation and the Vancouver Police Department; and
- (b) enter into a memorandum of agreement with the Foundation (the "**Foundation Agreement**") intended to address, among other things:
 - (i) the Foundation's use of the \$300,000 annual research payment by the Grantor to the Foundation (the "**Research Payment**") to develop protocols, policies and treatment regimes designed to mitigate the social and behavioral impacts of gambling addiction;
 - (ii) the Grantor's role in supporting the Foundation's activities;
 - (iii) the Foundation's possible collaboration with the Centre on some or all of the gambling addiction research activities noted in this Article 3; and
 - (iv) the Foundation's production of an annual report to be provided to the Grantor and the City detailing its and the Centre's applicable findings and recommendations for mitigating and treating gambling addiction.

The City acknowledges receipt of the Memorandum of Agreement dated December 3, 2014 between PHLP, the Foundation and Providence, and confirms it will constitute the Foundation Agreement for the purposes of this Agreement.

**ARTICLE 4
TERM**

The term of this Agreement will be for the period from the Opening Date until the earlier of (a) the date the Casino permanently ceases operations as determined by the City, and (b) the expiry of the COSA on December 31, 2026. Notwithstanding the foregoing, if the Operator receives the approval of BCLC to operate the Casino for a further term after the expiry of the COSA on December 31, 2026, then the Grantor and the City shall prior to December 31, 2026 enter into a written extension agreement extending the term of this Agreement so that it expires concurrently with the further term of the Casino operation period, provided that the parties may in such extension agreement amend the covenants and obligations as set forth in this Agreement as may be agreed to by the parties.

**ARTICLE 5
NOTICE**

5.1 Notices

Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and in the case of the Tenant addressed to it at:

1010094 B.C. Ltd.
Suite 220 – 858 Beatty Street
Vancouver, British Columbia
V6B 1C1

Attention: G. Scott Menke

and in the case of PHLP addressed to it at:

Parq Holdings Limited Partnership
Suite 220 – 858 Beatty Street
Vancouver, British Columbia
V6B 1C1

Attention: G. Scott Menke

and in the case of the Operator addressed to it at:

Edgewater Casino ULC
Suite 220 – 858 Beatty Street
Vancouver, British Columbia
V6B 1C1

Attention: G. Scott Menke

and in the case of the City addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Representative

with a copy to the Director of Social Planning,

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

ARTICLE 6 ASSIGNMENT

6.1 Assignment

- (a) No party comprising the Grantor will assign its respective interest in this Agreement without the prior written consent of the City. In the event the City consents to any such assignment, prior to such assignment being effective the proposed assignee will enter into an assumption agreement with the City in a form satisfactory to the City pursuant to which such proposed assignee agrees to assume the obligations of the assignor party, as the case may be, under this Agreement. No purported assignment by any party comprising the Grantor of its respective interest in this Agreement will be effective or of any force or effect unless and until the foregoing assumption agreement has been executed and delivered by the proposed assignee. In the event of any such assignment, the assignee will be fully released from its respective obligations under this Agreement arising on and after the effective date of such assignment.
- (b) The Operator will not transfer its interest in the COSA nor otherwise transfer operational responsibility for the Casino to any third party transferee without first assigning its interest in this Agreement in accordance with subsection (a) including, without limitation, by entering into an assumption agreement with the City as contemplated in that subsection.

6.2 Covenants Severable

All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

6.3 No Derogation

Nothing contained or implied herein will derogate from the obligations of the Grantor under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor and the City.

6.4 Further Assurances

The parties hereto will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.

6.5 Arbitration

In the event of a dispute between the parties regarding the administration or compliance with the terms of this Agreement, the Grantor and the City may, by mutual consent, refer such matter(s) to arbitration, by a single arbitrator pursuant to the *Arbitration Act*, R.S.B.C. 1996, c.55, as amended or replaced. The decision of the arbitrator on all matters submitted to the arbitrator will be conclusive, final and binding on the parties.

6.6 No Waiver

The Grantor acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right.

6.7 Remedies Cumulative

The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

6.8 Time

Time will be of the essence of this Agreement.

6.9 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereinto and their respective successors and assigns.

6.10 Joint and Several

All obligations of the Grantor in this Agreement will be joint and several obligations of each party comprising the Grantor.

6.11 Development Permit Condition

This Agreement is a condition of issuance of Development Permit No. DE417276.

IN WITNESS WHEREOF the City and the Tenant have each executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof and PHLP and the Operator has agreed to be bound by executing where indicated below.

Execution Date

Y	M	D
15		
15		

Solicitor/Notary Public -
(as to both signatures)

Solicitor/Notary Public -
(as to both signatures)

PARQ HOLDINGS LIMITED PARTNERSHIP, by its General Partner,
PARQ HOLDINGS GP INC., by its
authorized signatory(ies):

Print Name:

Print Name:

EDGEWATER CASINO ULC, by its
authorized signatory(ies):

Print Name:

Print Name:

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** mean mortgage numbers CA4142829 and CA4142831 and Assignments of Rents numbers CA4142830 and CA4142832;
- (b) **"Existing Chargeholder"** means Computershare Trust Company of Canada;
- (c) **"New Charge"** means the Section 219 Covenant contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (a) consents to the Owner granting the New Charges to the City; and
- (b) agrees with the City that the New Charge charges the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT