

File No. 04-1000-20-2016-319

October 6, 2016

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of August 30, 2016 for:

The following records, from August 1, 2015 to August 30, 2016:

1. In regards to Lotusland West Point Cannabis Society at 3727 West 10th Avenue:
 - a. Copy of application submitted for medical marijuana business;
 - b. Owners Undertaking Letter, dated October 22, 2015;
 - c. Agents for Owners dated October 23, 2015.

2. In regards to Lotusland Cannabis Society at 1952 West 4th Avenue:
 - a. Copy of application submitted for medical marijuana business;
 - b. Lease;
 - c. Owners Undertaking Letter;
 - d. Agents for Owners.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.22(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Please note that the Planning and Development Services Department confirmed there was no Owners Undertaking letter for 1952 West 4th Avenue, only a lease.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2016-319); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information
City Clerk's Department, City of Vancouver

Encl.

:kt



Planning and Development Services
License and Inspections

Mailing Address: 453 W 12th Avenue
Vancouver, BC, V5Y 1V4

C-2B

**Development Permit
Preliminary Application (Stage 1):
Retail Dealer - Medical Marijuana-related
Use Application Form**

Application location (complete and correct address is important. Complete this section carefully).

Address: 1952 West 4 AVE W Specifics: _____

Floor Level: _____ Suite No: _____

Legal Description:

Lot(s): 8 Block(s): 246 District Lot(s): 526 Plan Number(s): 590
PID 008-416-231

OK

This area must be completed by the person signing the Preliminary Application Form.

Your Name: Gary Davis

Mailing Address: _____
(if different from above)

City: _____ Postal Code: V6J 1M5

E-mail Address: s.22(1)

Phone Number: s.22(1)

Business Name: Lotusland Cannabis Society

You are the
 Tenant
 Agent for Tenant
 Non-profit Association
 Cert. No: 50064495

As owner or owner's agent, I have verified that the information contained within this document and associated applications and plans is correct, and describes a use, a building or a work which complies with all relevant by-laws and statutes. I understand that personal information contained in this form will not be released to the public except as required by law; however, all associated applications and plans will be made publicly available during the development or building application process. I acknowledge that responsibility for by-law compliance rests with the owner and the owner's employees, agents and contractors. I will indemnify and save harmless the City of Vancouver, its officials, employees and agents against all claims, liabilities and expenses of every kind, in respect to anything done or not done pursuant to this application or fact sheet or ensuing permit, including negligence and/or the failure to observe all by-laws, acts or regulations.

SIGNED AT VANCOUVER, BC THIS 21 DAY OF August 2015

Signature of Applicant

Office Use Only

Date of Application: DAY: 21 MONTH: Aug YEAR: 2015

Date of Lease: DAY: 20 MONTH: Aug YEAR: 2015

Application Received By: [Signature]

Application requirements include:
 Fee of \$100.00
 Proof of Lease

October 9, 2015

Mr. Gary Davis
Lotusland Cannabis Society
1952 West 4th Avenue
Vancouver, BC V6J 1M5

Dear Mr. Davis:

RE: Development Application Number DE419575

Your preliminary application for a medical marijuana-related retail use (MMRU) at 1970 West 4th Avenue (specific address: 1952 West 4th Avenue) has been reviewed and is within 300 metres of at least one other preliminary MMRU application.

Section 11.28.2 of the Zoning and Development By-law states, "a Medical Marijuana-related Use is not permitted within 300 metres of the nearest property line of a site containing another Medical Marijuana-related Use." Therefore your application, and all of the other applications in your cluster, will be reviewed and scored using the declustering criteria set out in the License By-law.

In each cluster, the application with the fewest demerits can continue in the permits and licencing process at that location. The other applications in the cluster will have a period of time to close or to reapply with a different location that meets all Zoning and Development By-law requirements, including the 300 metre minimum distance requirement from other MMRUs.

Next Steps for Your Application

The next steps for your application are:

1. Request a Special Inspection of the premises.

Bring this letter and the property owner's written consent to inspection to the Development and Building Services Centre. The Centre is located on the 1st Floor of 515 West 10th Avenue and is open from 8:30 a.m. to 4:30 p.m. Monday/Wednesday/Friday and 8:30 a.m. to 4:00 p.m. Tuesday/Thursday. City staff will log your inspection request and a building inspector will contact you shortly to book the inspection. The Special Inspection fee is \$326 + GST, payable by cash, credit or debit at the time of application.

May 19, 2016

Gary Davis
1952 W. 4th Avenue
Vancouver, BC
V6J 1M5

Dear Mr. Davis:

RE: Development Application Number DE419575

In October 2015, you were advised that your preliminary application for a Medical Marijuana-Related Use at 1952 West 4th Avenue is within 300 metres of at least one other application and must be evaluated using the four declustering criteria defined in the City's Licence Bylaw.

The evaluation for your application was completed and received the same number of demerits as at least one other application in your cluster. Accordingly, your cluster was decided by random draw. Your application was the successful selection at the draw, and now you may proceed in the permits and licensing process at your current location.

The next step for your application is to submit a full development permit application. Please use the attached checklist to prepare application, and submit the application and fee to the Development and Building Services Centre. For more information about the process, and for sample application materials, please visit vancouver.ca/medical-marijuana-business. The time required to complete the development permit process varies, based on the complexity of the application.

You must submit your development permit application by **4:30 pm, Friday, June 17, 2016** for your application to remain active. The time required to complete the development permit process varies, based on the complexity of the application.

You may continue to operate your business provided you meet the application deadlines within this letter. During this time, you must demonstrate exemplary business practices that include at a minimum:

- No smoking, dabbing, vaping, vapourizing or use of e-cigarettes on site.
- No display or sale of edibles other than oils, tinctures or capsules.
- No minors on site, or advertising to minors.
- No neighbourhood disturbance.

DOC/2016/156837

City of Vancouver,
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 3-1-1, Outside Vancouver 604.873.7000 fax: 604.873.7100
website: vancouver.ca



The City will be increasing inspections of medical marijuana-related businesses and any found in violation of the above practices will be subject to enforcement action and possible closure.

If you have any questions, or to book an appointment for application intake, please contact John Freeman at 604.873.6076, john.freeman@vancouver.ca

Yours truly,



Andreea Toma, P.Eng.
Chief Licence Inspector
Director, Licensing, Property Use Inspections
& Animal Services



John Greer
Assistant Director
Development Review Branch

AT/

May 4, 2016

Gary Davis
1952 W. 4th Avenue
Vancouver, BC
V6J 1M5

Dear Mr. Davis:

RE: Development Application Number DE419575 - 1952 W. 4th Avenue

Your preliminary application for a medical marijuana-related retail use (MMRU) at 1952 W. 4th Avenue has been reviewed and is within 300 metres of four other preliminary MMRU applications.

The License By-law states that in such cases, the Chief Licence Inspector will use the four criteria set out in the License By-law to evaluate and assign points to each location in a cluster. Only the application with the fewest points will be eligible to apply for a full development permit and business licence at that location; the others must close. In the event of a tie, the cluster will be decided based on a random draw.

The evaluation for your application is complete and it received the same number of demerits as the applications for #206 -1540 W. 2nd Avenue, 1812 W. 4th Avenue, 1864 W. 4th Avenue and 1712 W. 4th Avenue. Accordingly, your cluster will be decided by random draw. The draw details are as follows:

Date: Wednesday, May 11, 2016

Time: 3:30pm

Location: Development Services and Building Centre, 515 W. 10th Avenue

As the applicant, you are invited to observe the random draw and you may bring one additional attendee. Please bring this letter and photo identification and check in with Security on the ground floor of the building. If you cannot attend in person, you may send one alternate in your place. Your alternate must present this letter in order to attend the draw.

If you have questions regarding the draw or your application, please contact John Freeman at 604.873.6076.

City of Vancouver, Community Services
Licensing, Property Use Inspections and Animal Services
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 3-1-1, Outside Vancouver 604.873.7000 fax: 604.873.7100
website: vancouver.ca

Yours truly,

A handwritten signature in black ink, appearing to read 'Andreea Toma', with a stylized, cursive script.

Andreea Toma, P.Eng.
Chief Licence Inspector

AT/mv

The purpose of the Special Inspection is to determine if the space complies with City by-laws. The inspector will require full access to the space and all areas associated with entrances and exits to your location.

You must request your Special Inspection by **4:30 p.m., Friday, October 23, 2015** for your application to remain active.

2. Submit a Police Information Check - Vulnerable Sector.

A Police Information Check (PIC) - Vulnerable Sector for the applicant(s) will be one of the items used to assess the history of business practices for each application. To obtain a PIC, complete the attached application form and bring the form, this letter, and two pieces of current government-issued ID (one with photo) to the VPD Cambie Public Service Unit at 2120 Cambie Street between 8:00 a.m. and 5:00 p.m. Monday to Sunday. The PIC fee is \$70 + GST, payable by cash, credit or debit at the time of application.

The PIC must be dated after **October 1, 2015**. Once you obtain the PIC, submit it to Reception at the Development and Building Services Centre in an envelope marked Attention: Deputy Chief Licence Inspector. You must submit your PIC by **Friday, November 6, 2015**, for your application to remain active.

Please do not have your staff obtain PICs at this time; you will be notified when staff PICs are required later in the licencing process.

3. Submit Proof of Compassion Club Status (if applicable).

If you would like to be considered as a Compassion Club for the purposes of the declustering evaluation, you must provide:

- Proof of registration under the Society Act.
- Proof of Trade Association membership in the Canadian Association of Medical Cannabis Dispensaries (CAMCD).
- The name, contact information, and governing professional body for each of the professionals that will provide health care services to society members.
- A copy of the society's constitution and by-laws.

You must submit all of the above materials to Reception at the Development and Building Services Centre in an enveloped marked Attention: Deputy Chief Licence Inspector by **Friday, November 6, 2015**, or your application will be considered a Retail Dealer for the purposes of the declustering evaluation.

The Declustering Process

Once your Special Inspection is complete and you have submitted the required information, City staff will evaluate and score your application using four declustering criteria defined in the License By-law (s. 12.2 (30b) and s. 24.5(24b)). The table below shows the declustering criteria and demerits for each.

Declustering Criteria	Scoring
1. Is the applicant a Compassion Club, as defined by the License By-law?	No = +10 demerits
2. Has the City received more than one substantive complaint, from more than one complainant, in the previous 12 months?	Yes = +2 demerits
3. Has work been done on the business premises without a permit?	Yes = +3 demerits
4. Does the applicant have a history of poor business practices (e.g. by-law infractions, VPD enforcement action)?	Yes = +4 demerits

There will be an opportunity for you to review and comment on the declustering evaluation for your site before it is finalized.

In each cluster, the application with the fewest demerits can continue in the permits and licencing process at that location. The other preliminary development permit applications in the cluster will be refused. If your application is refused, you will have three options:

1. Secure an alternate business location that complies with all Zoning and Development By-law requirements and reapply before the deadline set in the refusal letter.
2. Appeal the development permit refusal to the Board of Variance within 30 days of refusal.
3. Close.

Opting Out Of the Declustering Process

If you would prefer not to complete the Special Inspection and declustering steps, you may withdraw your preliminary development permit application. You will have six months from the date of withdrawal to submit a complete development permit application at an alternate location that meets all Zoning and Development By-law requirements. To withdraw, contact the Project Facilitators listed at the bottom of this letter.

Please note that if you fail to meet any of the deadlines in this letter, your application will not proceed to declustering evaluation. In this case, your preliminary development permit application will be refused and you have six months to submit a complete development permit application at an alternate business location that meets all Zoning and Development By-law requirements.

Starting November 2, 2015, you can request a zoning check on potential alternate locations by emailing the property addresses to medical.marijuana@vancouver.ca

Business Operations during Inspections and Evaluation

If you have not opened a retail business at the address of your application by **October 9, 2015**, you may not open before you obtain a business licence. If you were already operating by October 9, 2015, you may continue to do so provided you meet the application deadlines within this letter and demonstrate exemplary business practices that include at a minimum:

- No smoking, dabbing, vaping, vapourizing or use of e-cigarettes on site.
- No display or sale of edibles other than oils, tinctures or capsules.
- No minors on site, or advertising to minors.
- No neighbourhood disturbance.

The City will be increasing inspections of medical marijuana-related businesses and any found *in violation of the above practices* will be subject to enforcement action and possible closure.

If you have any questions, please contact Phoebe Stewart at phoebe.stewart@vancouver.ca, or John Freeman at john.freeman@vancouver.ca

Yours truly,

A handwritten signature in black ink, appearing to be 'J Greer', with a stylized flourish.

John Greer
Assistant Director

Att. (1)

SUBLEASE

THIS SUBLEASE dated with effect August 20, 2015

BETWEEN:

LOTUSLAND MANAGEMENT SERVICES LTD., a company incorporated under the laws of the province of British Columbia and having a registered and records office at #225 – 20316 56 Avenue, Langley, British Columbia, V3A 3Y7

(the "**Sublandlord**")

AND:

LOTUSLAND CANNABIS SOCIETY (society number S-0064495), a society formed under the laws of the province of British Columbia and having a registered office at #225 – 20316 56 Avenue, Langley, British Columbia, V3A 3Y7

(the "**Subtenant**")

WHEREAS:

- A. By an offer to lease dated for reference July 29, 2015 (the "**Head Lease**"), W&W Tam (the "**Head Landlord**") leased to Lotusland Cannabis Dispensary on behalf of a Company to be incorporated as Lotusland Management Services Ltd. (the "**SubLandlord**"), upon and subject to the terms of the Head Lease, certain premises located in the building municipally known as 1952 West 4th Avenue, Vancouver, British Columbia, which premises are more particularly described in the Head Lease; and
- B. The Sublandlord and the Subtenant have agreed to enter into this Sublease in respect of the certain premises located in the building municipally known as 1952 West 4th Avenue, Vancouver, British Columbia, which premises are more particularly described in the Head Lease (the "**Sublet Premises**").

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

- 1. **Capitalized Terms** – Capitalized terms used in this Sublease will have the meanings ascribed therein in the Head Lease unless otherwise defined in this Sublease.
- 2. **Grant of Sublease** – The Sublandlord hereby subleases the Sublet Premises to the Subtenant and the Subtenant subleases the Sublet Premises from the Sublandlord, for a term (the "**Sublease Term**") commencing on August 20, 2015 at 12:01 am (the

"Commencement Date") and terminating on July 28, 2020 (unless the Term under the Head Lease and the Sublease Term under this Sublease shall be renewed or extended), upon and subject to the terms of this Sublease. Upon renewal or extension of this Sublease, the Sublease Term shall terminate on the day before the termination of the renewal or extension term under the Head Lease.

3. **Base Rent** – The Subtenant covenants to pay as base rent for the whole period of the Sublease Term commencing on the Commencement Date the sum described in section 6 of the Head Lease, per month plus applicable taxes on the 1st day of each and every month up to and including the payment due the 1st day of July, 2020 (the "**Base Rent**");
4. **Additional Rent** – The Subtenant agrees with the Sublandlord that this is a NET LEASE, and that the Subtenant shall be responsible for all expenses and costs including, without limitation, property management fees by the Sublandlord, repairs and replacement, telephone, cable, heat, hydro, property taxes, scavenging, business licences, insurance, glass and liability insurance, and water. Without limiting the generality of the foregoing, the Subtenant covenants to pay as "**Additional Rent**" during the Sublease Term, on the first of every month or within five (5) days after receiving notice from the Sublandlord or Head Landlord for the payment thereof, the following:
 - (a) taxes and business taxes, promptly when the same are due;
 - (b) the Sublandlord's proportionate share of estimated real property taxes and rates including local improvement rates assessed against the lands and building in respect of the Sublet Premises;
 - (c) the Sublandlord's proportionate share of common area maintenance and general operating costs;
 - (d) the Sublandlord's proportionate share of all utilities and services provided to the Sublet Premises and billed by the utility suppliers to the Sublet Premises including water, sewer and gas;
 - (e) PST, GST, and Workers' Compensation as required by lawful authority and otherwise within five (5) days after receiving notice thereof from the Sublandlord;
 - (f) all Additional Rent not otherwise provided for above (if any) within five (5) days after receiving notice thereof from the Sublandlord or Head Landlord; and
 - (g) all other costs, damages, or other amounts that are the responsibility of the Sublandlord under the Head Lease as amended from time to time, to the extent such costs relate to the Sublet Premises.

Base Rent and Additional Rent, collectively referred to as "**Rent**". Adjustments may be made at the end of each calendar year by the Sublandlord or Head Landlord for overpayments and underpayments of expenses, as the case may be.

5. **Apportionment of Rent** – Rent will be considered as accruing from day to day under this Sublease. If it is necessary to calculate Rent for a period of less than one year or less than one calendar month, an appropriate apportionment and adjustment on a pro rata daily basis will be made. Where the calculation of Additional Rent cannot be made until after the expiration or earlier termination of this Sublease, the obligation of the Subtenant to pay such Additional Rent will survive the expiration or earlier termination hereof, and such amounts will be paid by the Subtenant to the Sublandlord forthwith upon demand. If the Sublease Term commences on any day other than the first day of the month or expires on any day other than the last day of the month, Rent for such fraction of a month will be adjusted, as specified, and paid by the Subtenant on the Commencement Date of the Sublease Term.
6. **Net Rent** – Rent payable under this Sublease will be net and care free to the Sublandlord, and will be payable without deduction or set-off by the Subtenant throughout the Sublease Term. All costs incurred by the Sublandlord in collecting any amounts payable under this Sublease or enforcing any right or obligation of the Subtenant under this Sublease will be payable by the Subtenant on demand and will be deemed to be Rent for all purposes from the date demand therefor is made. In addition to Rent under this Sublease, the Subtenant will remit to the Sublandlord any goods and services tax or other tax or imposition collectible by the Sublandlord for the use of the Sublet Premises by the Subtenant or goods or services provided to the Subtenant, and the Sublandlord will be entitled to exercise all remedies in respect of any failure by the Subtenant to pay such amounts as if they were Rent in arrears. From the date any Rent or other amounts payable under this Sublease are due until they are actually paid, they will bear interest at the rate of TWENTY PERCENT (20%) per annum.
7. **Delay** – The Sublandlord will not be deemed to be in default in the performance of any of its obligations in this Sublease during any period when the Sublandlord is prevented from performance by reason of being unable, using reasonable efforts (without expenditure of any funds other than reimbursement of the Head Landlord's legal costs) to obtain the consent of the Head Landlord, and neither the Sublandlord nor the Subtenant will be deemed to be in default of their respective obligations during any period when such party is prevented from performance by reason of the default of the other party, or by reason of being unable to obtain the materials, goods, equipment, service, or labour required by reason of any statute, law, bylaw, ordinance, or regulation, or by reason of any strikes, lockouts, slowdowns, or other combined action of workmen or shortages of material or any other cause beyond its control, and the time for the performance of any such obligation will be extended accordingly. The inability to perform an obligation due to lack of financial resources will not be deemed to be beyond a party's control.
8. **Liens** – If any lien or encumbrance is filed or attached against the Sublet Premises or title to the Sublet Premises, the Subtenant will, within five (5) days after notice of the lien or encumbrance, procure its discharge, failing which the Sublandlord may, at its option and in addition to any other remedies it may have under the Sublease arising out of defaults by the Subtenant, make any payments into court required to procure such discharge; and the Subtenant will promptly reimburse the Sublandlord for any payment, cost, or expense

incurred in so doing, whether or not such lien or encumbrance was without merit or excessive.

9. **Subtenant's Covenants** – The Subtenant acknowledges having received and read a copy of the Head Lease and covenants and agrees with the Sublandlord:
- (a) to observe and perform all of the covenants, agreements and obligations of the Tenant under the Head Lease and to be bound by the terms of the Head Lease in each case as they relate to the Sublet Premises;
 - (b) to abide by any rules and regulations governing the use of the Sublet Premises appended to the Head Lease, as the Head Lease may be amended from time to time;
 - (c) to pay Rent and perform all of the obligations of the Subtenant under this Sublease;
 - (d) not to do or omit to do any act in or around the Sublet Premises that would cause a breach of the Sublandlord's obligations as Tenant under the Head Lease;
 - (e) to promptly pay when due to the authorities having jurisdiction all taxes (whether imposed upon the Subtenant or otherwise) attributable to the personal property, trade fixtures, business, income, or occupancy of the Subtenant or any other occupant of the Sublet Premises and to any leasehold improvements or fixtures within the Sublet Premises, and to the use by the Subtenant or its officers, employees, and invitees of any of the common facilities; and
 - (f) to indemnify and save harmless the Sublandlord against and from any and all expenses, costs, damages, suits, actions, or liabilities arising or growing out of the failure of the Subtenant to perform any of its obligations under this Sublease and from all claims and demands of every kind and nature made by any person or persons to or against the Sublandlord for all and every manner of costs, damages, or expenses incurred by or injury or damage to such person or persons or his, her, or their property, to the extent that such claims or demands arise out of the use and occupation of the Sublet Premises by the Subtenant or its officers, employees, or any other person authorized or permitted by the Subtenant to be on the Sublet Premises or in or about the Sublet Premises, and from all costs, counsel fees, expenses, and liabilities incurred by reason of any such claim or any action or proceeding brought on such claim.
10. **Subtenant's Breach** – If the Subtenant fails to perform any of its obligations herein, the Sublandlord will have all of the remedies against the Subtenant that the Head Landlord has under the Head Lease for a breach of it, whether expressly set out in the Head Lease or arising in law or equity.
11. **Sublandlord's Covenants** – Subject to the due performance by the Subtenant of its obligations in this Sublease, the Sublandlord covenants and agrees with the Subtenant:

- (a) for quiet enjoyment of the Sublet Premises;
 - (b) to enforce against the Head Landlord for the benefit of the Subtenant the obligations of the Head Landlord under the Head Lease that materially affect the Sublet Premises;
 - (c) to perform all of the obligations of the Sublandlord under this Sublease; and
 - (d) to perform all of the obligations of the Sublandlord under the Head Lease that materially affect the Sublet Premises, including without limitation the payment of Rent pursuant to the Head Lease.
- 12. Use** – The Sublet Premises will be used by the Subtenant solely for the purpose of a carrying out the business of a marijuana dispensary and for no other purpose.
- 13. Insurance** – The Subtenant will take out and maintain, from the Commencement Date, insurance with respect to the Sublet Premises providing for the coverages and upon the terms required in the Head Lease to be maintained by the Sublandlord. The Sublandlord and the Head Landlord will be shown as named insureds on all liability policies, with a cross-liability and severability of interest endorsement, and each property insurance policy will contain a waiver of subrogation with respect to the Head Landlord and the Sublandlord. The Subtenant releases the Sublandlord from any claim the Subtenant may have that is or would be insured against by the insurance policies that the Subtenant is required to maintain by this Sublease.
- 14. Subtenant's Assigning, Subletting, etc.** – The Subtenant shall not assign, sublet or part with or share possession of the Sublet Premises of any part thereof at any time, without the prior written consent of the Head Landlord and Sublandlord. The Subtenant agrees that with respect to any assigning or subletting by it, the provisions of the Head Lease apply with the following amendments:
- (a) each reference to the Landlord, the Tenant, the Lease and the Leased Premises will become, respectively, the Sublandlord, the Subtenant, the Sublease, and the Sublet Premises;
 - (b) any references to a period of days will be extended by two (2) days; and
 - (c) the Sublandlord will have the additional right to withhold and/or delay its consent to such assignment or sublease if it has not received the prior written consent of the Head Landlord.
- 15. Change of Control of Subtenant** - If at any time during the term of the Sublease or any extension or renewal thereof, there is any change in the board of directors of the Subtenant without the prior written consent of the Sublandlord, which consent may be unreasonably withheld, when and so often as such a change of directors shall occur, the Sublandlord shall have the right to terminate this Sublease at any time after such change of directors by giving the Subtenant SIXTY (60) days' prior written notice of such


termination. The Subtenant shall, upon request by the Sublandlord make available to the Sublandlord from time to time for inspection and copying all books and records of the Subtenant which alone or with other data show the applicability or otherwise of this subclause.

16. **Exercise of Rights** – The determination of any state of facts, the promulgation of any rules or regulations, or the taking of any other action or exercise of any other rights under the Head Lease that is permitted to the Head Landlord will, upon written notice to the Subtenant of such action or exercise, be binding upon the Subtenant and the Sublet Premises.
17. **Paramountcy of Head Lease** – The Subtenant acknowledges and agrees that it has no greater interest in the Sublet Premises than the Sublandlord under the Head Lease. To the extent that any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease.
18. **Notices** – All notices, consents, and approvals permitted or required to be given under this Sublease will be in writing and will be delivered to the Sublandlord or the Subtenant, as the case may be, at the addresses shown on page 1 of this Sublease or such other place as either party may designate by notice given in accordance with this section 18. Any notice so made will be deemed to have been given and received on the date of delivery on a business day to an adult person on the Sublet Premises.
19. **Successors and Assigns** – Except as otherwise provided in this Sublease, all of the rights and obligations of a party enure to the benefit of and are binding upon the successors and assigns of that party.
20. **Further Assurances** – Each party agrees to execute such further assurances as may be reasonably required from time to time by any other party to more fully effect the true intent of this Sublease.
21. **Waiver** – No waiver by the Sublandlord of a condition or the performance of an obligation of the Subtenant under this Sublease binds the Sublandlord unless in writing and executed by it, and no waiver given by the Sublandlord will constitute a waiver of any other condition or performance by the Subtenant of its obligations under this Sublease in any other case.
22. **Sublease Execution and Head Landlord's Consent** – This Sublease and all subsequent amendments to this Sublease are only binding on the Sublandlord and the Subtenant respectively, if in writing and executed by authorized signatories for the Sublandlord and the Subtenant and if executed copies of this Sublease have been delivered to each party. The parties agree to use their commercially reasonable efforts to obtain the consent of the Head Landlord to this Sublease, and to provide all such information and assurances (other than third-party guarantees or covenants or additional security) as the Head Landlord may reasonably require in this regard.

23. **Governing Law** – This Sublease will be governed in accordance with laws applicable in the province of British Columbia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of British Columbia.
24. **Counterparts** – This Sublease may be executed by the parties in counterpart, and the counterparts may be delivered by electronic transmission.


IN WITNESS WHEREOF the parties have duly executed this Sublease as of the date set out above.

LOTUSLAND MANAGEMENT SERVICES LTD.

Per: 

Authorized Signatory

LOTUSLAND CANNABIS SOCIETY

Per: 

Authorized Signatory



PLANNING AND DEVELOPMENT SERVICES
 Mailing Address:
 453 West 12th Avenue, Vancouver BC V5Y 1V4
 tel: 604.873.7611

Development and / or
Building Application Form

20 June DP 160018 620

To help expedite submission of your application, please fill out BOTH sides of this information sheet prior to attending the Application Preview counter located in the Development and Building Services Centre, Ground Floor, 515 West 10th Avenue (West Annex, City Hall).

JOB LOCATION (Correct and complete addressing is important. Complete this section carefully.)

Address: 1952 West 4th Specifics: _____

Floor Level: _____ Suite No: _____

Legal Description:
 Lot(s) 8 Block(s) 246 District Lot(s) 526 Plan Number(s) 590

Are you aware of the presence of any contaminated soils on the subject property? Yes No
 Are you aware of the existence of any contaminated soils studies, reports, soil agreements, or Ministry of Environment orders or letters with respect to the subject property? Yes No
 Is the building being converted to strata-title ownership? Yes No
 Note: If you intend to convert an existing building to strata title ownership, please contact Subdivision and Strata Title staff at 604.871.6627 for information on the strata conversion process in advance of the issuance of any permits.

This area must be completed by the person signing the application form

Your Name: s.22(1) You are the:

Mailing Address: 1952 West 4th 01 Property Owner
 02 Contractor
 03 Certified Professional
 04 Design Professional
 05 Tenant
 06 Agent for Owner
 07 Agent for Tenant
 08 Consultant
 09 Non-profit Association
 10 Civic Department
 98 Other

City: Vancouver Postal Code: V6J 1M5

E-mail Address: s.22(1)

Phone Number: 6047048181 Fax Number: _____

Company Name: Lotusland Cannabis Society

Business License Account Number: S-0064495

Note: Contractors/design professionals/consultants **MUST** have a valid Business License to do work in the City of Vancouver. You may obtain current business license account numbers from the Business License Counter.

Complete the following for **ALL** applications

Property Owner's Name: William Leung Chow

Address: _____ City: _____
 Postal Code: _____ Phone Number: _____

Is the owner aware of this application? Yes No

Contractor's Name:

Address: _____ City: _____
 Postal Code: _____ Phone Number: _____

Business License Account Number: _____

Tenant's Name:

Address: _____ City: _____
 Postal Code: _____ Phone Number: _____

Job Contact:

Address: _____ City: _____
 Postal Code: _____ Phone Number: _____

Qualified Professional Contact Name (required for Salvage & Abatement):

Address: _____ City: _____ Postal Code: _____
 Phone Number: _____ Business License Account Number: _____

<p>This application is to: (Check applicable boxes)</p> <p>001 <input type="checkbox"/> Construct a new building(s)</p> <p>002 <input type="checkbox"/> Add to an existing building</p> <p>003 <input type="checkbox"/> Alter the interior/ exterior</p> <p>004 <input type="checkbox"/> Add to a building and alter the existing portion</p> <p>005 <input type="checkbox"/> Add to a building and change the use</p> <p>006 <input type="checkbox"/> Add to the building, alter existing portion and change use</p> <p>007 <input checked="" type="checkbox"/> Interior/ exterior alterations and change of use <i>int.</i></p> <p>008 <input type="checkbox"/> Enclose an area of an existing building (balcony enclosures)</p> <p>011 <input type="checkbox"/> Project/Site Permit</p> <p>014 <input type="checkbox"/> Change of use</p> <p>015 <input type="checkbox"/> Retain use</p> <p>016 <input type="checkbox"/> Alter grade (raise or lower grade)</p> <p>022 <input type="checkbox"/> Alterations to legalize a suite</p> <p>023 <input type="checkbox"/> Alterations for a new suite</p> <p>026 <input type="checkbox"/> Demolish</p> <p style="margin-left: 20px;"><input type="checkbox"/> Commercial</p> <p style="margin-left: 20px;"><input type="checkbox"/> Fire damaged building</p> <p style="margin-left: 20px;"><input type="checkbox"/> Non-rental one-family dwelling</p> <p style="margin-left: 20px;"><input type="checkbox"/> Heritage building</p> <p style="margin-left: 20px;"><input type="checkbox"/> Residential rental building</p> <p>028 <input type="checkbox"/> Temporary tents</p> <p>030 <input type="checkbox"/> Construct a garage/carport</p> <p>031 <input type="checkbox"/> Add/alter/demo garage/carport</p> <p>038 <input type="checkbox"/> Construct partial - framing, etc.</p> <p>040 <input type="checkbox"/> Excavate - valid for project address et al.</p> <p>041 <input type="checkbox"/> Move building from another site</p> <p>042 <input type="checkbox"/> Move building on the same site</p> <p>043 <input type="checkbox"/> Install a pool, fence, tennis court, boat ramp, sign, or similar</p> <p>044 <input type="checkbox"/> Upgrade seismic and/or sprinkler</p> <p>045 <input type="checkbox"/> Mechanical kitchen exhaust, roof top unit, satellite dish</p> <p>046 <input type="checkbox"/> Prefabricated structure placed on site</p> <p>047 <input type="checkbox"/> Fire damage repair</p> <p>048 <input type="checkbox"/> Flood damage repair</p> <p>050 <input type="checkbox"/> Landscape only</p> <p>053 <input type="checkbox"/> Building envelope repair</p>	<p>Is this a new tenant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What is the existing use? <u>Retail clothing</u></p> <p>What is the proposed use? <u>WWOP</u></p> <p>How many storeys? <u>1</u></p> <p>How many levels of underground parking? _____</p> <p>How many <u>new</u> rooftop units? _____</p> <p>Describe work to be done:</p> <p>(Complete carefully, Your application will be based on your written description.)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p>What is the value of the work proposed? (Include cost of plans, material and labour)</p> <p>\$ _____</p> <p>Will any of the following be altered/repared/installed? Select all that apply:</p> <p><input type="checkbox"/> Electrical <input type="checkbox"/> Gas <input type="checkbox"/> Drain Tile</p> <p><input type="checkbox"/> Plumbing <input type="checkbox"/> Sprinkler <input type="checkbox"/> Fire Alarm</p> <p>Sprinkler Contractor's Name: _____</p> <p>Note: If the sprinkler contractor noted on this application changes, please notify the City of Vancouver in writing within 24 hours.</p> <p>Special Sprinkler Inspection Number SP _____</p>	<p>Office Use Only</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>												
<p>Complete the following for all residential buildings</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Existing</th> <th style="width: 20%; text-align: center;">Proposed</th> </tr> </thead> <tbody> <tr> <td>Total number of dwelling units:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Total number of housekeeping units:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Total number of sleeping units:</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>		Existing	Proposed	Total number of dwelling units:	_____	_____	Total number of housekeeping units:	_____	_____	Total number of sleeping units:	_____	_____	<p>Office Use Only</p> <p>Invoice # _____</p> <p>BU _____</p> <p>DE _____</p>
	Existing	Proposed											
Total number of dwelling units:	_____	_____											
Total number of housekeeping units:	_____	_____											
Total number of sleeping units:	_____	_____											
<p>Complete the following related permit information</p> <p>Development Permit/Application Number DE <u>419575</u></p> <p>Minor Amendment Number DE _____</p> <p>Building Permit/Application Number BU _____</p> <p>Board of Variance Appeal Number Z _____</p> <p>Combined Permit Application Number DB _____</p>	<p>Office Use Only</p> <p>BU (WWOP?) _____</p> <p>DE _____</p> <p>DT _____</p> <p>BG _____ f/m _____</p> <p>ENV. PROT. Site Profile _____</p> <p>SUBTOTAL _____</p> <p>SP _____</p> <p>TOTAL _____</p>												

As owner or owner's agent, I have verified that the information contained within this document and associated applications and plans is correct, and describes a use, a building or a work which complies with all relevant by-laws and statutes. I understand that personal information contained in this form will not be released to the public except as required by law; however, all associated applications and plans will be made publicly available during the development or building application process. I acknowledge that responsibility for by-law compliance rests with the owner and the owner's employees, agents and contractors. I will indemnify and save harmless the City of Vancouver, its officials, employees and agents against all claims, liabilities and expenses of every kind, in respect to anything done or not done pursuant to this application or fact sheet or ensuing permit, including negligence and/or the failure to observe all by-laws, acts or regulations.

SIGNED AT VANCOUVER, B.C. THIS June DAY OF 20 20 16 _____

TITLE SEARCH PRINT

File Reference: 3458-002
Declared Value \$78700 1/5TH

2015-08-21, 09:33:16
Requestor: Alanna Llewellyn

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

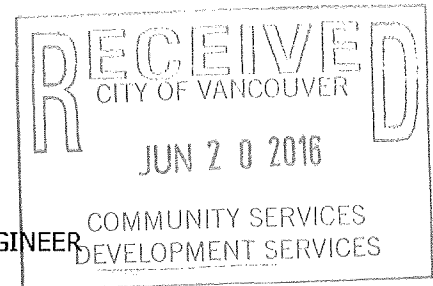
Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number BG441237
From Title Number R93061
R93065

BE 419575

Application Received 1993-12-07

Application Entered 1993-12-17



Registered Owner in Fee Simple
Registered Owner/Mailing Address: WILLIAM LEUNG CHOW TAM, ENGINEER
635 WEST 51ST AVENUE
VANCOUVER, BC
V6P 1B9
AS TO AN UNDIVIDED 2/5 INTEREST

Taxation Authority CITY OF VANCOUVER

Description of Land
Parcel Identifier: 008-416-231
Legal Description:
LOT 8, EXCEPT THE NORTH 7 FEET NOW ROAD, BLOCK 246 DISTRICT LOT 526 PLAN 590

Legal Notations
NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE BN22329
FILED 1999-01-28

Charges, Liens and Interests NONE

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



Property Inquiry

Aug 21, 2015 09:30:05 AM

Vancouver Property Info Report

Ref #: 21-Aug-15

1952 4TH AVE W

Folio: 640-095-46-0000 LTO Number: BG441244

PID: 008-416-231 MHR Number:

Status: Active Property No: 1989185

Legal: LOT 7 TO 10, BLOCK 246, PLAN VAP590,
DISTRICT LOT 526, NEW WESTMINSTER LAND
DISTRICT.

Taxable Assessment Details

Year	Value Set	Assessment Class		Land	Improvements	Total
2015	GENERAL	6-Business/Other	GROSS	6,431,000	19,100	6,450,100
2015	GENERAL	6-Business/Other	EXEMPT	0	10,000	10,000
2015	GENERAL	6-Business/Other	NET	6,431,000	9,100	6,440,100
2015	SCHOOL	6-Business/Other	GROSS	6,431,000	19,100	6,450,100
2015	SCHOOL	6-Business/Other	EXEMPT	0	10,000	10,000
2015	SCHOOL	6-Business/Other	NET	6,431,000	9,100	6,440,100
2015	TRANSIT	6-Business/Other	GROSS	6,431,000	19,100	6,450,100
2015	TRANSIT	6-Business/Other	EXEMPT	0	10,000	10,000
2015	TRANSIT	6-Business/Other	NET	6,431,000	9,100	6,440,100
2015	HOSPITAL	6-Business/Other	GROSS	6,431,000	19,100	6,450,100
2015	HOSPITAL	6-Business/Other	EXEMPT	0	10,000	10,000
2015	HOSPITAL	6-Business/Other	NET	6,431,000	9,100	6,440,100
2014	GENERAL	6-Business/Other	GROSS	5,250,000	19,100	5,269,100
2014	GENERAL	6-Business/Other	EXEMPT	0	10,000	10,000
2014	GENERAL	6-Business/Other	NET	5,250,000	9,100	5,259,100
2014	SCHOOL	6-Business/Other	GROSS	5,250,000	19,100	5,269,100
2014	SCHOOL	6-Business/Other	EXEMPT	0	10,000	10,000
2014	SCHOOL	6-Business/Other	NET	5,250,000	9,100	5,259,100
2014	TRANSIT	6-Business/Other	GROSS	5,250,000	19,100	5,269,100
2014	TRANSIT	6-Business/Other	EXEMPT	0	10,000	10,000
2014	TRANSIT	6-Business/Other	NET	5,250,000	9,100	5,259,100
2014	HOSPITAL	6-Business/Other	GROSS	5,250,000	19,100	5,269,100
2014	HOSPITAL	6-Business/Other	EXEMPT	0	10,000	10,000
2014	HOSPITAL	6-Business/Other	NET	5,250,000	9,100	5,259,100
2013	GENERAL	6-Business/Other	GROSS	5,057,333	19,100	5,076,433
2013	GENERAL	6-Business/Other	EXEMPT	0	10,000	10,000
2013	GENERAL	6-Business/Other	NET	5,057,333	9,100	5,066,433
2013	SCHOOL	6-Business/Other	GROSS	5,057,333	19,100	5,076,433
2013	SCHOOL	6-Business/Other	EXEMPT	0	10,000	10,000
2013	SCHOOL	6-Business/Other	NET	5,057,333	9,100	5,066,433
2013	TRANSIT	6-Business/Other	GROSS	5,057,333	19,100	5,076,433
2013	TRANSIT	6-Business/Other	EXEMPT	0	10,000	10,000
2013	TRANSIT	6-Business/Other	NET	5,057,333	9,100	5,066,433
2013	HOSPITAL	6-Business/Other	GROSS	5,057,333	19,100	5,076,433
2013	HOSPITAL	6-Business/Other	EXEMPT	0	10,000	10,000
2013	HOSPITAL	6-Business/Other	NET	5,057,333	9,100	5,066,433

Lotusland Cannabis Society

Lotusland Cannabis Society is a compassion club serving the Kitsilano area of Vancouver. We are conveniently located at 1952 West 4th. Lotusland is a members only Medical Marijuana dispensary for adult patients who have made a choice to use medical marijuana as a alternative medicine to pharmaceuticals. In order to become a member we require a confirmation of a medical diagnosis which marijuana could be used an an alternative medicine. At Lotusland we provide safe access to marijuana flowers, tinctures, phoenix tears, topical creams and CBD. Our staff are professional, friendly, knowledgeable and strive to help patients make informed choices on which cannabis product would most suite their needs.

In addition to carrying medical marijuana we also have a nutritionist for our members to utilize. At Lotusland we feel that nutrition and fitness are the keys to living a healthy lifestyle and aid in long term pain relief,

The hours of operation which we run are 10 AM to 10 PM 7 days per week. Our location has easy transit access, is walking distance to many of our patients and has 8 free parking spots for customer use.

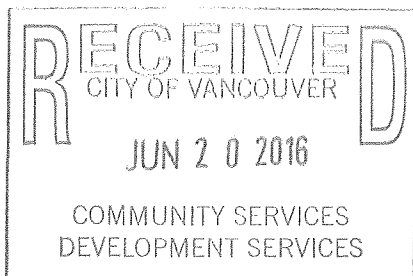
Our projections indicate that we will have approximately 500 members from the Kitsilano area.

Our location is approximately 800 square feet fully staffed and there will be no lineups or excess noise outside of our store. All our members must sign a code of conduct which states that our members must not loiter or consume any marijuana products in public. This policy will be strictly enforced.

We look forward to serving the local community who wish to use medical cannabis to help live a more enjoyable life.

Lotusland Cannabis Club
Phone 604 704 8181

DE 419575





Note: To be submitted with the application for a Building Permit

CITY OF VANCOUVER BUILDING BY-LAW

"OWNER'S UNDERTAKING"

The Chief Building Official
City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

10 22 2015
Date (Month Day Year)

Dear Sir:

RE: Property Address 3735 West 10th
Building Permit Application No. _____

In consideration of the City accepting and processing the above application for a building permit, and as required by the Vancouver Building By-law, the following representations, warranties and indemnities are given to the City.

1. (a) If an individual is the owner:

() That I am the owner of the above property, or

(b) If a corporation is the owner of the property,

(✓) That 1045107 BC LTD is the owner of the above property.
(Name of Corporation)

2. The owner will comply with, and cause those employed for this project to comply with all applicable by-laws of the City of Vancouver and other statutes and regulations in force in the City of Vancouver relating to the development, work, undertaking or permission in respect of which this application is made.
3. The owner fully understands the requirements herein, and acknowledges full responsibility for carrying out the work, or gives assurance that the work will be carried out, in accordance with all by-laws governing the construction of the building. The owner understands and acknowledges that the issuance of any permit, including an Occupancy Permit, or the inspection or approval or passage of work by the City is not a representation or warranty that any by-law has been complied with and the owner remains responsible at all times to assure compliance. The Owner has read and understands Article 1A.1.1.2. and Article 1A.3.4.1. of Division C of the Building By-law which are set out on the reverse side hereof.
4. The owner hereby agrees to indemnify and save harmless the City of Vancouver and its employees from all claims, liability, judgments, costs and expenses of every kind which may result from negligence or from the failure to comply fully with all by-laws, statutes and regulations relating to any work or undertaking in respect of which this application is made.
5. Where used herein the words "work" or "undertaking" in respect of which this application is made, the owner understands this to include all electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated construction.

.../over

Owner's Undertaking (continued)

Property Address 3735 West 10th Vancouver

Building Permit No _____

6. I am authorized to give these representations, warranties, assurances and indemnities to the City of Vancouver.

This Owners' Undertaking is executed by the owner this 22 day of 10, 2015
(Day) (Month) (Year)

1. Where owner is an individual:

Owner's Signature _____
Owner's Name _____
(PRINT)

Signed and delivered in the presence of:

Witness's Signature _____
Witness's Name _____
(PRINT)
Witness's Address _____

2. Where owner is a corporation:

Name of Corporation 1045107 BC LTD
Per:
Authorized Signatory _____
Name Robert Davis
(PRINT)

Signed, sealed and delivered in the presence of:

Witness's Signature _____
Witness's Name Bob Richards
(PRINT)
Witness's Address s.22(1)
vancouver bc.

3. Where owner is a partnership:

Name of Partnership _____
Per
Authorized Signatory _____
Name _____
(PRINT)

Signed, sealed and delivered in the presence of:

Witness's Signature _____
Witness's Name _____
(PRINT)
Witness's Address _____

Vancouver Building By-law Article 1A.1.1.2. This By-law is enacted to set standards in the general public interest. It is enacted and retained on the understanding and specifically expressed condition that it creates no duty whatsoever on the City of Vancouver, the *Chief Building Official* or any employee of the City of Vancouver to enforce its provisions, and on the further condition that a failure to administer or enforce its provisions, or the incomplete or inadequate administration or enforcement of its provisions, shall not give rise to a cause of action in favour of any person whatsoever. The issuance of any *permit*, including an *occupancy permit*, is not a representation, warranty or statement that the By-law has been complied with, and the issuance thereof in error shall not give rise to a cause of action. Accordingly, words defining the responsibilities and authority of the *Chief Building Official* shall be construed to be internal administrative directions and not as creating a duty.

Article 1A.3.4.1. The granting of a *permit*, the approval of the drawings and specifications or the making of inspections by the *Chief Building Official* shall not in any way relieve the owner of a building from the full responsibility for carrying out the work or having the work carried out in accordance with this By-law including ensuring that the *occupancy* of the building, or any part thereof, is in accordance with terms of the *occupancy permit*, and including compliance with any special conditions made under the provision of Article 1A.6.1.4.



PLANNING AND DEVELOPMENT SERVICES
 Mailing Address:
 453 West 12th Avenue, Vancouver BC V5Y 1V4
 tel: 604.873.7611

DE 419587

Development and / or Building Application Form

To help expedite submission of your application, please fill out BOTH sides of this information sheet prior to attending the Application Preview counter located in the Development and Building Services Centre, Ground Floor, 515 West 10th Avenue (West Annex, City Hall).

JOB LOCATION (Correct and complete addressing is important. Complete this section carefully.)

Address: 3727 West 10 Specifics: _____

Floor Level: _____ Suite No: _____

Legal Description:

Lot(s) 415 Block(s) 182 District Lot(s) _____ Plan Number(s) _____

Are you aware of the presence of any contaminated soils on the subject property? Yes No

Are you aware of the existence of any contaminated soils studies, reports, soil agreements, or Ministry of Environment orders or letters with respect to the subject property? Yes No

Is the building being converted to strata-title ownership? Yes No

Note: If you intend to convert an existing building to strata title ownership, please contact Subdivision and Strata Title staff at 604.871.6627 for information on the strata conversion process in advance of the issuance of any permits.

This area must be completed by the person signing the application form

Your Name: Bob Richards

Mailing Address: 1952 West 4th

City: Vancouver Postal Code: V6R 2G5

E-mail Address: s.22(1)

Phone Number: s.22(1) Fax Number: _____

Company Name: Lotusland Cannabis Society SR

Business License Account Number: Lotusland West Point Cannabis Society

You are the:

- 01 Property Owner
- 02 Contractor
- 03 Certified Professional
- 04 Design Professional
- 05 Tenant
- 06 Agent for Owner
- 07 Agent for Tenant
- 08 Consultant
- 09 Non-profit Association
Cert. No: 50064497
- 10 Civic Department
- 98 Other

Note: Contractors/design professionals/consultants **MUST** have a valid Business License to do work in the City of Vancouver. You may obtain current business license account numbers from the Business License Counter.

Complete the following for ALL applications

Property Owner's Name: Robert Davis

Address: 101-1001 West Broadway City: Vancouver

Postal Code: V6H 4E4 Phone Number: s.22(1)

Is the owner aware of this application? Yes No

Contractor's Name: _____

Address: _____ City: _____

Postal Code: _____ Phone Number: _____

Business License Account Number: _____

Tenant's Name: _____

This application is to: (Check applicable boxes)

001 Construct a new building(s)
 002 Add to an existing building
 003 Alter the interior/exterior
 004 Add to a building and alter the existing portion
 005 Add to a building and change the use
 006 Add to the building, alter existing portion and change use
 007 Interior/exterior alterations and change of use
 008 Enclose an area of an existing building (balcony enclosures)

011 Project/Site Permit
 014 Change of use
 015 Retain use
 016 Alter grade (raise or lower grade)
 022 Alterations to legalize a suite
 023 Alterations for a new suite
 026 Demolish
 Commercial
 Fire damaged building
 Non-rental one-family dwelling
 Heritage building
 Residential rental building

028 Temporary tents
 030 Construct a garage/carport
 031 Add/alter/demo garage/carport
 038 Construct partial - framing, etc.
 040 Excavate - valid for project address et al.
 041 Move building from another site
 042 Move building on the same site
 043 Install a pool, fence, tennis court, boat ramp, sign, or similar
 044 Upgrade seismic and/or sprinkler
 045 Mechanical kitchen exhaust, roof top unit, satellite dish
 046 Prefabricated structure placed on site
 047 Fire damage repair
 048 Flood damage repair
 050 Landscape only
 053 Building envelope repair

Is this a new tenant? Yes No

What is the existing use? Flower shop

What is the proposed use? DMR

How many storeys? 1

How many levels of underground parking? _____

How many new rooftop units? _____

Describe work to be done:

(Complete carefully, Your application will be based on your written description.)

What is the value of the work proposed? (Include cost of plans, material and labour)
 \$ _____

Will any of the following be altered/repaired/installed?
 Select all that apply:

Electrical Gas Drain Tile
 Plumbing Sprinkler Fire Alarm

Sprinkler Contractor's Name: _____

Note: If the sprinkler contractor noted on this application changes, please notify the City of Vancouver in writing within 24 hours.

Special Sprinkler Inspection Number SP _____

Complete the following for all residential buildings

	Existing	Proposed
Total number of dwelling units:	_____	_____
Total number of housekeeping units:	_____	_____
Total number of sleeping units:	_____	_____

Complete the following related permit information

Development Permit / Application Number DE 419 591

Office Use Only

Office Use Only	Invoice #
BU _____	
DE _____	

Office Use Only

BU (WWOP?) _____

DE _____

DT _____

BG _____ f/m _____

Date: 15/08/18 TITLE SEARCH PRINT Time: 10:41:51
Requestor: (PeggyC)
TITLE - BX6771

VANCOUVER LAND TITLE OFFICE TITLE NO: BX6771
FROM TITLE NO: BN219562

APPLICATION FOR REGISTRATION RECEIVED ON: 29 JUNE, 2005
ENTERED: 12 JULY, 2005

REGISTERED OWNER IN FEE SIMPLE:

MERIDIAN INTERNATIONAL TRADING CO. LTD., INC.NO. 204995
103 - 1545 WEST 8TH AVENUE
VANCOUVER, BC
V6J 1T5

DE 419587

TAXATION AUTHORITY:
CITY OF VANCOUVER

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 024-578-851
STRATA LOT 45 DISTRICT LOT 176 GROUP 1 NEW WESTMINSTER DISTRICT
STRATA PLAN LMS3973
TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1

LEGAL NOTATIONS:

HERETO IS ANNEXED EASEMENT BM140288 OVER LOT 9 EXCEPT THE EAST 7 FEET
NOW LANE, BLOCK 182 PLAN 4581

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE
CHARGE NUMBER DATE TIME

EASEMENT

BM140287 1998-05-20 13:38
REMARKS: INTER ALIA
APPURTENANT TO LOT 9 EXCEPT THE EAST 7 FEET
NOW LANE, BLOCK 182 PLAN 4581

STATUTORY RIGHT OF WAY

BM217472 1998-07-31 14:54
REGISTERED OWNER OF CHARGE:
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
BM217472
REMARKS: INTER ALIA

STATUTORY RIGHT OF WAY

BN151770 1999-06-15 11:40
REGISTERED OWNER OF CHARGE:
SHAW CABLESYSTEMS COMPANY
INCORPORATION NO. 50762A
BR60777
REMARKS: INTER ALIA

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

ADDRESS: 3735 W10th Ave
 VANCOUVER
 LEGAL DESCRIPTION:
 - LOT 45
 - BLOCK 182
 - DISTRICT LOT 176
 - PLAN LMS3973
 - P.I.D. 024-578-851

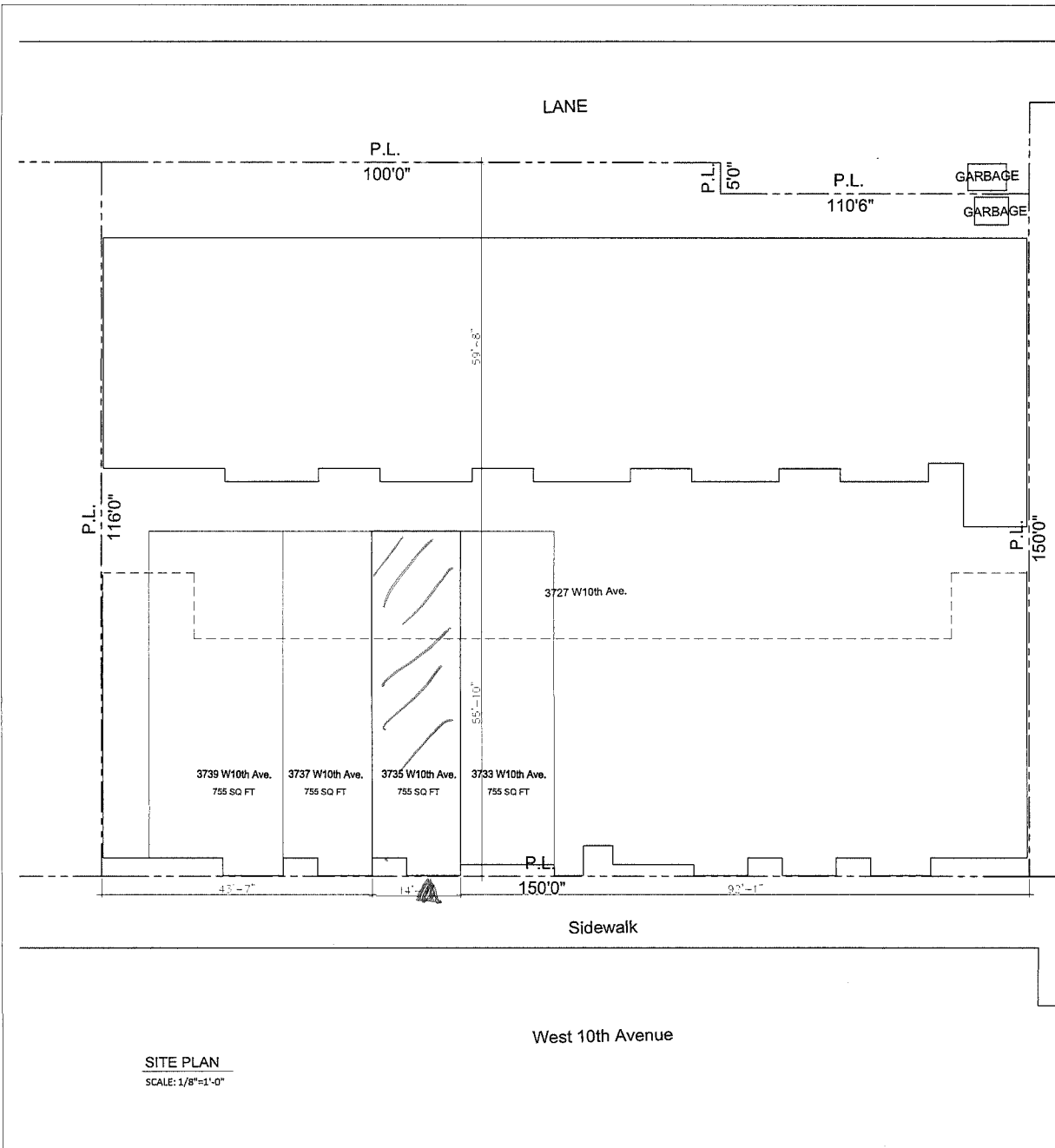


The contractor shall check and verify all dimensions and data noted on site and is responsible for reporting any discrepancies to Owner prior to commencement of work. All drawings are the property of Designer and shall not be reproduced without written consent of the Designer. Drawings shall not be scaled.

NO	ISSUED /REVISED	DATE
1	ISSUED FOR DP	JUNE 17, 2016



FRONT IMAGE
 SCALE: NOT TO SCALE



SITE PLAN
 SCALE: 1/8"=1'-0"

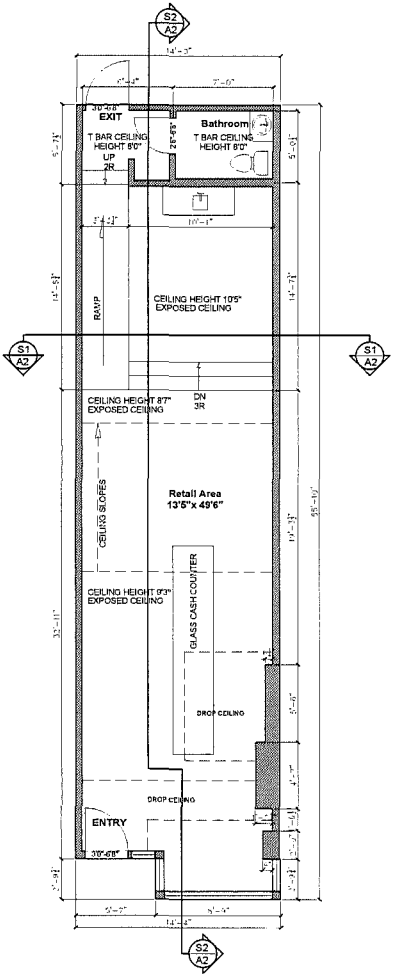
DE 419587

Constance Nikiforova
 211-619 Moberly Rd.,
 Vancouver, BC
 V5Z 4B1
 ph: 604-600-5325
 ni.constance@hotmail.com

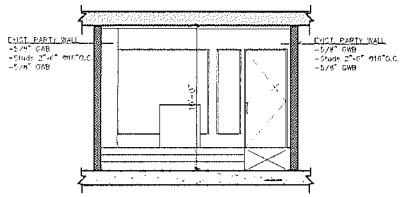
CLIENT:
 3735 W10th Ave.,
 Vancouver, BC
 V5R 2G5

DRAWING TITLE:
 SITE PLAN

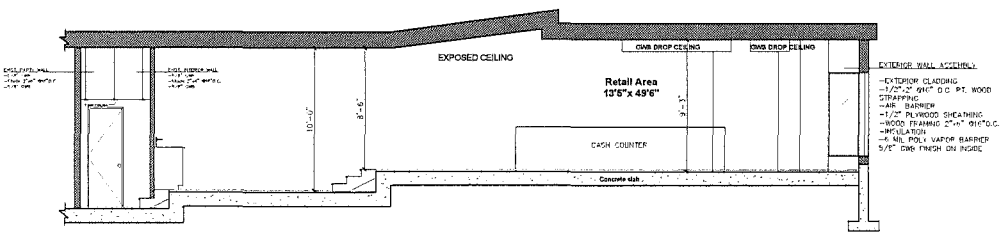
DRAWN BY: CN
 SCALE: 1/8"
 DATE: June 17, 2016
 DRAWING NUMBER:
 A 1 OF 2



EXISTING FLOOR PLAN
SCALE: 1/4"=1'-0"



S1 SECTION
A2 SCALE: 1/4"=1'-0"



S2 SECTION
A2 SCALE: 1/4"=1'-0"



The contractor shall check and verify all dimensions and data noted on site and is responsible for reporting any discrepancies to Owner prior to commencement of work. All drawings are the property of Designer and shall not be reproduced without written consent of the Designer. Drawings shall not be sealed.

NO.	ISSUED /REVISED	DATE
1	ISSUED FOR DP	JUNE 17, 2016

Client:
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 211-619 Moberly Rd.,
 Vancouver, BC
 V5Z 4B1
 ph: 604-600-5325
 ni.constance@hotmail.com

Client:
 3735 W10th Ave.,
 Vancouver, BC
 V5R 2G5

DRAWING TITLE:
EXIST. FLOOR PLAN
EXIST. SECTIONS
 DRAWN BY: CN
 SCALE: 1/4"
 DATE: June 17, 2016
 DRAWING NUMBER:
A 2 OF 3

155

May 19, 2016

Robert D. Richards
s.22(1)

Vancouver, BC
V6R 3V2

Dear Mr. Richards:

RE: Development Application Number DE419587

In October 2015, you were advised that your preliminary application for a Medical Marijuana-Related Use at 3735 West 10th Avenue is within 300 metres of at least one other application and must be evaluated using the four declustering criteria defined in the City's Licence Bylaw.

The evaluation for your application was completed and received the same number of demerits as at least one other application in your cluster. Accordingly, your cluster was decided by random draw. Your application was the successful selection at the draw, and now you may proceed in the permits and licensing process at your current location.

The next step for your application is to submit a full development permit application. Please use the attached checklist to prepare application, and submit the application and fee to the Development and Building Services Centre. For more information about the process, and for sample application materials, please visit vancouver.ca/medical-marijuana-business. The time required to complete the development permit process varies, based on the complexity of the application.

You must submit your development permit application by **4:30 pm, Friday, June 17, 2016** for your application to remain active. The time required to complete the development permit process varies, based on the complexity of the application.

Please note that you are not permitted to begin operating a medical marijuana-related retail business at your proposed location until you obtain a development permit and a business licence. Businesses that operate without the required permits and licences will be subject to enforcement and closure.

If you have any questions, or to book an appointment for application intake, please contact John Freeman at 604.873.6076, john.freeman@vancouver.ca

DOC/2016/156600

1) you have not applied
2) inactive application - start accepting apps in cluster immediately.

Yours truly,

A handwritten signature in black ink, appearing to be 'Andreea Toma', with a large, stylized initial 'A'.

Andreea Toma, P.Eng.
Chief Licence Inspector
Director, Licensing, Property Use Inspections
& Animal Services

A handwritten signature in black ink, appearing to be 'John Greer', with a large, stylized initial 'J'.

John Greer
Assistant Director
Development Review Branch

AT/



Planning and Development Services
License and Inspections

Mailing Address: 453 W 12th Avenue
Vancouver, BC, V5Y 1V4

**Development Permit
Preliminary Application (Stage 1):
Retail Dealer - Medical Marijuana-related
Use Application Form**

DE419587

C-2

Application location (complete and correct address is important. Complete this section carefully).

Address: 3735 West 10 Specifics: 3727 W. 10th AVE

Floor Level: _____ Suite No: _____

Legal Description:

Lot(s): 45 Block(s): _____ District Lot(s): 176 Plan Number(s): _____

PID 024-578-851

OK
*

This area must be completed by the person signing the Preliminary Application Form.

Your Name: Robert D. Richards

Mailing Address: s.22(1)
(If different from above)

City: Van BC Postal Code: V6R 3V2

E-mail Address: s.22(1)

Phone Number: s.22(1)

Business Name: Lotusland West Point Cannabis Society

You are the
 Tenant
 Agent for Tenant
 Non-profit Association
 Cert. No: 5066497

As owner or owner's agent, I have verified that the information contained within this document and associated applications and plans is correct, and describes a use, a building or a work which complies with all relevant by-laws and statutes. I understand that personal information contained in this form will not be released to the public except as required by law; however, all associated applications and plans will be made publicly available during the development or building application process. I acknowledge that responsibility for by-law compliance rests with the owner and the owner's employees, agents and contractors. I will indemnify and save harmless the City of Vancouver, its officials, employees and agents against all claims, liabilities and expenses of every kind, in respect to anything done or not done pursuant to this application or fact sheet or ensuing permit, including negligence and/or the failure to observe all by-laws, acts or regulations.

SIGNED AT VANCOUVER, BC THIS 21 DAY OF August 2015

Signature of Applicant

Office Use Only

Date of Application: DAY: 21 MONTH: Aug YEAR: 2015

Date of Lease: DAY: 20 MONTH: Aug YEAR: 2015

Application Received By:

Application requirements include:

- Fee of \$100.00
- Proof of Lease

SUBLEASE

THIS SUBLEASE dated with effect August 20, 2015

BETWEEN:

LOTUSLAND MANAGEMENT SERVICES LTD., a company incorporated under the laws of the province of British Columbia and having a registered and records office at #225 – 20316 56 Avenue, Langley, British Columbia, V3A 3Y7

(the "**Sublandlord**")

AND:

LOTUSLAND WEST POINT CANNABIS SOCIETY (society number S-0064497), a society formed under the laws of the province of British Columbia and having a registered office at #225 – 20316 56 Avenue, Langley, British Columbia, V3A 3Y7

(the "**Subtenant**")

WHEREAS:

- A.** By a lease dated for reference August 5, 2015 (the "**Head Lease**"), 1045107 B.C. Ltd. (the "**Head Landlord**") leased to the Sublandlord, upon and subject to the terms of the Head Lease, certain premises located in the building municipally known as 3735 West 10th Avenue, Vancouver, British Columbia, which premises are more particularly described in the Head Lease; and
- B.** The Sublandlord and the Subtenant have agreed to enter into this Sublease in respect of the certain premises located in the building municipally known as 3735 West 10th Avenue, Vancouver, British Columbia, which premises are more particularly described in the Head Lease (the "**Sublet Premises**").

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

- 1. Capitalized Terms** – Capitalized terms used in this Sublease will have the meanings ascribed therein in the Head Lease unless otherwise defined in this Sublease.
- 2. Grant of Sublease** – The Sublandlord hereby subleases the Sublet Premises to the Subtenant and the Subtenant subleases the Sublet Premises from the Sublandlord, for a term (the "**Sublease Term**") commencing on August 20, 2015 at 12:01 am (the "**Commencement Date**") and terminating on August 19, 2025 (unless the Term under the

Head Lease and the Sublease Term under this Sublease shall be renewed or extended), upon and subject to the terms of this Sublease. Upon renewal or extension of this Sublease, the Sublease Term shall terminate on the day before the termination of the renewal or extension term under the Head Lease.

3. **Base Rent** – The Subtenant covenants to pay as base rent for the whole period of the Sublease Term commencing on the Commencement Date the sum described in section 1.15 of the Head Lease, per month plus applicable taxes on the 1st day of each and every month up to and including the payment due the 1st day of August, 2025 (the "**Base Rent**");
4. **Additional Rent** – The Subtenant agrees with the Sublandlord that this is a NET LEASE, and that the Subtenant shall be responsible for all expenses and costs including, without limitation, property management fees by the Sublandlord, repairs and replacement, telephone, cable, heat, hydro, property taxes, scavenging, business licences, insurance, glass and liability insurance, and water. Without limiting the generality of the foregoing, the Subtenant covenants to pay as "**Additional Rent**" during the Sublease Term, on the first of every month or within five (5) days after receiving notice from the Sublandlord or Head Landlord for the payment thereof, the following:
 - (a) taxes and business taxes, promptly when the same are due;
 - (b) the Sublandlord's proportionate share of estimated real property taxes and rates including local improvement rates assessed against the lands and building in respect of the Sublet Premises;
 - (c) the Sublandlord's proportionate share of common area maintenance and general operating costs;
 - (d) the Sublandlord's proportionate share of all utilities and services provided to the Sublet Premises and billed by the utility suppliers to the Sublet Premises including water, sewer and gas;
 - (e) PST, GST, and Workers' Compensation as required by lawful authority and otherwise within five (5) days after receiving notice thereof from the Sublandlord;
 - (f) all Additional Rent not otherwise provided for above (if any) within five (5) days after receiving notice thereof from the Sublandlord or Head Landlord; and
 - (g) all other costs, damages, or other amounts that are the responsibility of the Sublandlord under the Head Lease as amended from time to time, to the extent such costs relate to the Sublet Premises.

Base Rent and Additional Rent, collectively referred to as "**Rent**". Adjustments may be made at the end of each calendar year by the Sublandlord or Head Landlord for overpayments and underpayments of expenses, as the case may be.

5. **Apportionment of Rent** – Rent will be considered as accruing from day to day under this Sublease. If it is necessary to calculate Rent for a period of less than one year or less than one calendar month, an appropriate apportionment and adjustment on a pro rata daily basis will be made. Where the calculation of Additional Rent cannot be made until after the expiration or earlier termination of this Sublease, the obligation of the Subtenant to pay such Additional Rent will survive the expiration or earlier termination hereof, and such amounts will be paid by the Subtenant to the Sublandlord forthwith upon demand. If the Sublease Term commences on any day other than the first day of the month or expires on any day other than the last day of the month, Rent for such fraction of a month will be adjusted, as specified, and paid by the Subtenant on the Commencement Date of the Sublease Term.
6. **Net Rent** – Rent payable under this Sublease will be net and care free to the Sublandlord, and will be payable without deduction or set-off by the Subtenant throughout the Sublease Term. All costs incurred by the Sublandlord in collecting any amounts payable under this Sublease or enforcing any right or obligation of the Subtenant under this Sublease will be payable by the Subtenant on demand and will be deemed to be Rent for all purposes from the date demand therefor is made. In addition to Rent under this Sublease, the Subtenant will remit to the Sublandlord any goods and services tax or other tax or imposition collectible by the Sublandlord for the use of the Sublet Premises by the Subtenant or goods or services provided to the Subtenant, and the Sublandlord will be entitled to exercise all remedies in respect of any failure by the Subtenant to pay such amounts as if they were Rent in arrears. From the date any Rent or other amounts payable under this Sublease are due until they are actually paid, they will bear interest at the rate of TWENTY PERCENT (20%) per annum.
7. **Delay** – The Sublandlord will not be deemed to be in default in the performance of any of its obligations in this Sublease during any period when the Sublandlord is prevented from performance by reason of being unable, using reasonable efforts (without expenditure of any funds other than reimbursement of the Head Landlord's legal costs) to obtain the consent of the Head Landlord, and neither the Sublandlord nor the Subtenant will be deemed to be in default of their respective obligations during any period when such party is prevented from performance by reason of the default of the other party, or by reason of being unable to obtain the materials, goods, equipment, service, or labour required by reason of any statute, law, bylaw, ordinance, or regulation, or by reason of any strikes, lockouts, slowdowns, or other combined action of workmen or shortages of material or any other cause beyond its control, and the time for the performance of any such obligation will be extended accordingly. The inability to perform an obligation due to lack of financial resources will not be deemed to be beyond a party's control.
8. **Liens** – If any lien or encumbrance is filed or attached against the Sublet Premises or title to the Sublet Premises, the Subtenant will, within five (5) days after notice of the lien or encumbrance, procure its discharge, failing which the Sublandlord may, at its option and in addition to any other remedies it may have under the Sublease arising out of defaults by the Subtenant, make any payments into court required to procure such discharge; and the Subtenant will promptly reimburse the Sublandlord for any payment, cost, or expense

incurred in so doing, whether or not such lien or encumbrance was without merit or excessive.

9. Subtenant's Covenants – The Subtenant acknowledges having received and read a copy of the Head Lease and covenants and agrees with the Sublandlord:

- (a) to observe and perform all of the covenants, agreements and obligations of the Tenant under the Head Lease and to be bound by the terms of the Head Lease in each case as they relate to the Sublet Premises;
- (b) to abide by any rules and regulations governing the use of the Sublet Premises appended to the Head Lease, as the Head Lease may be amended from time to time;
- (c) to pay Rent and perform all of the obligations of the Subtenant under this Sublease;
- (d) not to do or omit to do any act in or around the Sublet Premises that would cause a breach of the Sublandlord's obligations as Tenant under the Head Lease;
- (e) to promptly pay when due to the authorities having jurisdiction all taxes (whether imposed upon the Subtenant or otherwise) attributable to the personal property, trade fixtures, business, income, or occupancy of the Subtenant or any other occupant of the Sublet Premises and to any leasehold improvements or fixtures within the Sublet Premises, and to the use by the Subtenant or its officers, employees, and invitees of any of the common facilities; and
- (f) to indemnify and save harmless the Sublandlord against and from any and all expenses, costs, damages, suits, actions, or liabilities arising or growing out of the failure of the Subtenant to perform any of its obligations under this Sublease and from all claims and demands of every kind and nature made by any person or persons to or against the Sublandlord for all and every manner of costs, damages, or expenses incurred by or injury or damage to such person or persons or his, her, or their property, to the extent that such claims or demands arise out of the use and occupation of the Sublet Premises by the Subtenant or its officers, employees, or any other person authorized or permitted by the Subtenant to be on the Sublet Premises or in or about the Sublet Premises, and from all costs, counsel fees, expenses, and liabilities incurred by reason of any such claim or any action or proceeding brought on such claim.

10. Subtenant's Breach – If the Subtenant fails to perform any of its obligations herein, the Sublandlord will have all of the remedies against the Subtenant that the Head Landlord has under the Head Lease for a breach of it, whether expressly set out in the Head Lease or arising in law or equity.

11. Sublandlord's Covenants – Subject to the due performance by the Subtenant of its obligations in this Sublease, the Sublandlord covenants and agrees with the Subtenant:


- (a) for quiet enjoyment of the Sublet Premises;
 - (b) to enforce against the Head Landlord for the benefit of the Subtenant the obligations of the Head Landlord under the Head Lease that materially affect the Sublet Premises;
 - (c) to perform all of the obligations of the Sublandlord under this Sublease; and
 - (d) to perform all of the obligations of the Sublandlord under the Head Lease that materially affect the Sublet Premises, including without limitation the payment of Rent pursuant to the Head Lease.
12. **Use** – The Sublet Premises will be used by the Subtenant solely for the purpose of a carrying out the business of a marijuana dispensary and for no other purpose.
13. **Insurance** – The Subtenant will take out and maintain, from the Commencement Date, insurance with respect to the Sublet Premises providing for the coverages and upon the terms required in the Head Lease to be maintained by the Sublandlord. The Sublandlord and the Head Landlord will be shown as named insureds on all liability policies, with a cross-liability and severability of interest endorsement, and each property insurance policy will contain a waiver of subrogation with respect to the Head Landlord and the Sublandlord. The Subtenant releases the Sublandlord from any claim the Subtenant may have that is or would be insured against by the insurance policies that the Subtenant is required to maintain by this Sublease.
14. **Subtenant's Assigning, Subletting, etc.** – The Subtenant shall not assign, sublet or part with or share possession of the Sublet Premises of any part thereof at any time, without the prior written consent of the Head Landlord and Sublandlord. The Subtenant agrees that with respect to any assigning or subletting by it, the provisions of the Head Lease apply with the following amendments:
- (a) each reference to the Landlord, the Tenant, the Lease and the Leased Premises will become, respectively, the Sublandlord, the Subtenant, the Sublease, and the Sublet Premises;
 - (b) any references to a period of days will be extended by two (2) days; and
 - (c) the Sublandlord will have the additional right to withhold and/or delay its consent to such assignment or sublease if it has not received the prior written consent of the Head Landlord.
15. **Change of Control of Subtenant** - If at any time during the term of the Sublease or any extension or renewal thereof, there is any change in the board of directors of the Subtenant without the prior written consent of the Sublandlord, which consent may be unreasonably withheld, when and so often as such a change of directors shall occur, the Sublandlord shall have the right to terminate this Sublease at any time after such change of directors by giving the Subtenant SIXTY (60) days' prior written notice of such

23. Governing Law – This Sublease will be governed in accordance with laws applicable in the province of British Columbia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of British Columbia.

24. Counterparts – This Sublease may be executed by the parties in counterpart, and the counterparts may be delivered by electronic transmission.

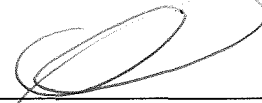
IN WITNESS WHEREOF the parties have duly executed this Sublease as of the date set out above.

LOTUSLAND MANAGEMENT SERVICES LTD.

Per: 

Authorized Signatory

LOTUSLAND WEST POINT CANNABIS SOCIETY

Per: 

Authorized Signatory

strata letter. maybe move next door.

Lotusland West Point Cannabis Society

01E 419587

Lotusland West Point Cannabis Society is a compassion club serving the Point Grey and Kitsilano area of Vancouver. We are conveniently located on Alma and West 10th. Lotusland is a members only Medical Marijuana dispensary for adult patients who have made a choice to use medical marijuana as an alternative medicine to pharmaceuticals. In order to become a member we require a confirmation of a medical diagnosis which marijuana could be used as an alternative medicine. At Lotusland we provide safe access to marijuana flowers, tinctures, phoenix tears, topical creams and CBD. Our staff are professional, friendly, knowledgeable and strive to help patients make informed choices on which cannabis product would most suite their needs.

In addition to carrying medical marijuana we also have a nutritionist for our members to utilize. At Lotusland we feel that nutrition and fitness are the keys to living a healthy lifestyle and aid in long term pain relief,

The hours of operation which we run are 10 AM to 10 PM 7 days per week. Our location has easy transit access, is walking distance to most of our patients and has plenty of meter parking along west 10th.

Our projections indicate that we will have approximately 500 members from the Point Grey, Kits area.

Our location is approximately 800 square feet fully staffed and there will be no lineups or excess noise outside of our store. All our members must sign a code of conduct which states that our members must not loiter or consume any marijuana products in public. This policy will be strictly enforced.

We look forward to serving the local community who wish to use medical cannabis to help live a more enjoyable life.

Lotusland West Point Cannabis Club
Phone 604 704 8181