

File No. 04-1000-20-2016-438

January 17, 2017

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")

Further to our email dated November 24, 2016, regarding your request for information with respect to:

1. A detailed description of the demerit process used in evaluating cannabis dispensary applications, including all written policies, an explanation of how points are calculated and who, generally, within the City is responsible for calculating points;
2. A detailed report on the specific demerits of all other dispensary applicants in the same cluster as North Shore Better Living Society;
3. All building permit applications and building reports generated by the City with respect to the other applicants in that cluster;
4. All information from CAMCD related to each of the other applicants in the cluster.

All responsive records are attached for parts two and three of your request. Some information in the records has been severed, (blacked out) under s.15(1)(l) and 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

For part one of your request, the City does not have a written policy or process regarding the determination of demerit points. The Deputy Chief Licence Inspector assigns the points as set out in the appropriate Bylaw.

For part four of your request, the City does not receive information from CAMCD with regards to applicants. If an applicant was a Compassion Club, and therefore required to have a Trade Membership with CAMCD, the City would require that they show proof of their CAMCD membership.

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 (#04-1000-20-2016-438); 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
Email: Barbara.vanfraassen@vancouver.ca
Telephone: 604.873.7999

Encl.

:cf

MMRU De-Cluster Evaluations

Cluster # 16

DE: DE419557

Date: 9-Mar-16

Applicant: Matt Fraser - Apollo Medical

Location: 1712 W 4th

Reviewed By: Sarah Hicks

By-law Criteria	Evidence Used	Possible Demerits	Demerit Awarded
Non-Compassion Club	-Society Act Registration -Trade Association membership in CAMCD -Constitution and By-Laws for Society -Health Services, providers, qualifications and contact info	10	0
History of Complaints	>1 Complaint by >1 complainant in previous 12 months	2	0
Existing Work Without Permit	Special Inspection Report	3	0
History of poor business practice	-Location considered a problem premise By the VPD -Continued By-law infractions	4	0
Total		19	0
Notes:	<p>Location is a society and submitted all required information. At the time of inspection, the location was not yet occupied by MMRU applicant and they did not appear to be operational. There was work without permit however it is unclear if the work was completed by a previous tenant. There are no complaints on file. The VPD do not have any current concerns with the location or the applicant.</p> <p>Upon review of information provided by the applicant, we have confirmed that they were open prior to our letter dated October 9th, 2015.</p>		

MEMORANDUM - DE DISTRIBUTION

26 Sept 2016

TO: K. Cavell, Engineering
T. Mistry, Social Infrastructure (Memo)
J. Keller, Police Review (Memo)

FROM: John Freeman, Project Facilitator

SUBJECT: **DE419557 - 1712 W 4th Ave. - MMRU change of use**

Details: Change of use to this existing C-2B retail unit to Medical Marijuana-related Use.
Interior changes may require a BU or IA

Project Schedule:

Please send your comments and conditions to me on or before:
Sept 30, 2016.

Copies of pertinent materials will be sent with your Distribution. Other materials will be posted on PRISM.

Please let me know if you have any questions or comments.
Thanks, John Freeman, Project Facilitator 604 871 6076

Cavell ✓
Wels ✓
Sept 16 ✓
Sign ✓



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

Development and / or
Building Application Form

419557

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: 1712 W 4th Ave, V6J 1M7 Specifics: MMRU / DE#419557 1710

Floor Level: Main Suite No: _____

Legal Description: _____

Lot(s) _____ Block(s) _____ 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.

C-2B

Sign ✓
 Note —
 wels —
 dist —

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

Your Name: Matthew Fraser

Mailing Address: 1712 W 4th Ave

City: Vancouver Postal Code: V6J 1M7

E-mail Address: info@Apollomed.ca

Phone Number: 778-963-6469 Fax Number: _____

Company Name: Apollo Medical Society

Business License Account Number: _____

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: _____
 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: 450617 BC LTD

Address: 1955 West 4th Ave City: Vancouver

Postal Code: V6J 1M7 Phone Number: 604-816-0169

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: _____



Please continue application on reverse

September 7, 2016

Dear Mr. Freeman,

This letter is in response to the notice of the Development Application (DE419557) by Apollo Medical Society (AMS) located at 1712 West 4th Avenue Vancouver BC . We object to the request to change the use of this existing commercial unit from Retail to Medical Marijuana-Related Use.

We are concerned neighbours whose condominium is located a mere [REDACTED] from the AMS establishment. Our condo development in this neighbourhood is home to [REDACTED] inhabited by responsible and caring Vancouver citizens. Safety is a major concern for us and our children. Having a Medical-Marijuana Unit steps away from our home, is worrisome especially if inappropriate use of this drug occurs or if criminal behaviour ensues.

The location of this Medical-Marijuana dispensary is very close to businesses and centres frequented by minors. This is concerning to us as we understand that it is in a community's best interest to minimize a minors' access or exposure to marijuana.

AMS is located 240 metres from the Acquaventures Swim Centre (1630 W 5th Ave, Vancouver, BC V6J 1N8). This community recreational facility provides an aquatic development centre for children of all ages.

The No-Frills grocery store, located only 82m from this establishment is frequented by countless children and youth on a daily basis. There are also numerous sports stores (ie. bicycle and skate board shops) in the near proximity which attract and cater to the youth of Vancouver. The following retailers are located next to the proposed Medical-Marijuana-Related Use unit (ie. WestCoast Sports (66m), Giant Bicycle Vancouver (10m), Pacific Boarder (95m), Skis & Bikes Vancouver (140m)).

We are worried about the possibility of theft at this establishment and its surrounding buildings due to the availability of marijuana on the premises.

The increased traffic and parking challenges that this establishment would bring to our neighbourhood would be significant. Apollo Medical Society has projected their number of clients to be between 500-1000 patients/ clients. Unfortunately, there are rarely any available public parking spots in and around this address and the proposed four private parking stalls would be less than adequate for this volume of clientele.

As of Sept 6th, 2016, the City of Vancouver's website indicated that there was one similar development application already approved on West 4th Ave (ie. Buddha Barn Medicinal Society - Development Permit Issued: DE419276). Buddha Barn, located at 2179 W 4th Ave, is only 650meters away from the Apollo Medical Society unit. There were also two additional applications (DE419575, DE419340) in progress for a Medical Marijuana-Related use commercial unit, both on West 4th Avenue, and one located only 400 meters away from this application. The possibility of having 4 dispensaries clustered within such a small distance is not conducive to a safe and family friendly neighbourhood.

We carefully selected our home based on the appropriate and highly desirable mix of commercial and residential units in the area. Allowing such a concentration of medical marijuana units would significantly impact the desirability and culture of the neighborhood – just a few hundred metres from the entrance of one of Vancouver’s most popular tourist destinations – Granville Island.

It is our hope that you will carefully consider our comments when making your decision regarding the AMS Development Application (DE419557).

Sincerely,

3/22/11

A large rectangular area of the document is redacted with a solid grey fill, obscuring the signature and any text that might have been present below the name.

835
side 493
OL 100
PL 54

NOTICE OF DEVELOPMENT APPLICATION

1712 West 4th Avenue
DE419557



August 30, 2016

Apollo Medical Society has applied to the City of Vancouver for permission to change the use of this existing commercial unit from Retail to Medical Marijuana-Related Use. The proposal includes the following:

- change of use from Retail to Medical Marijuana-Related use;
- proposed floor area of approximately 981 square feet; and
- proposed operating hours Saturday to Thursday 11am – 7pm, Friday 10am – 10pm.

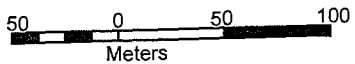
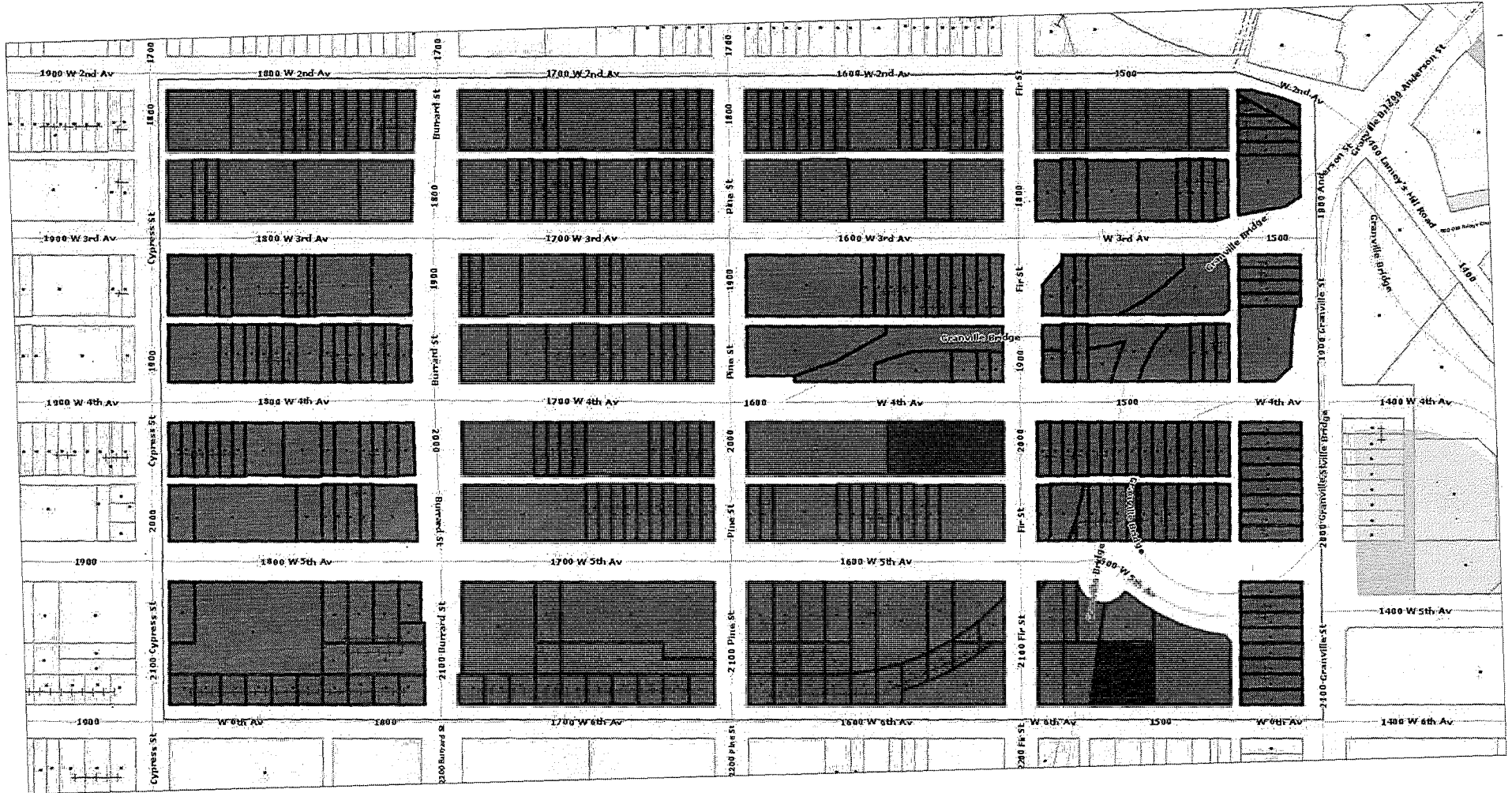
Under the site's C-2B zoning, the application is "conditional" so it may be permitted; however, it requires the decision of the Director of Planning.

We welcome your written comments on this application by **September 16, 2016**. For more information and updates, visit: vancouver.ca/devapps

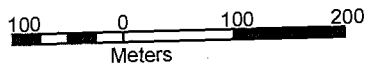
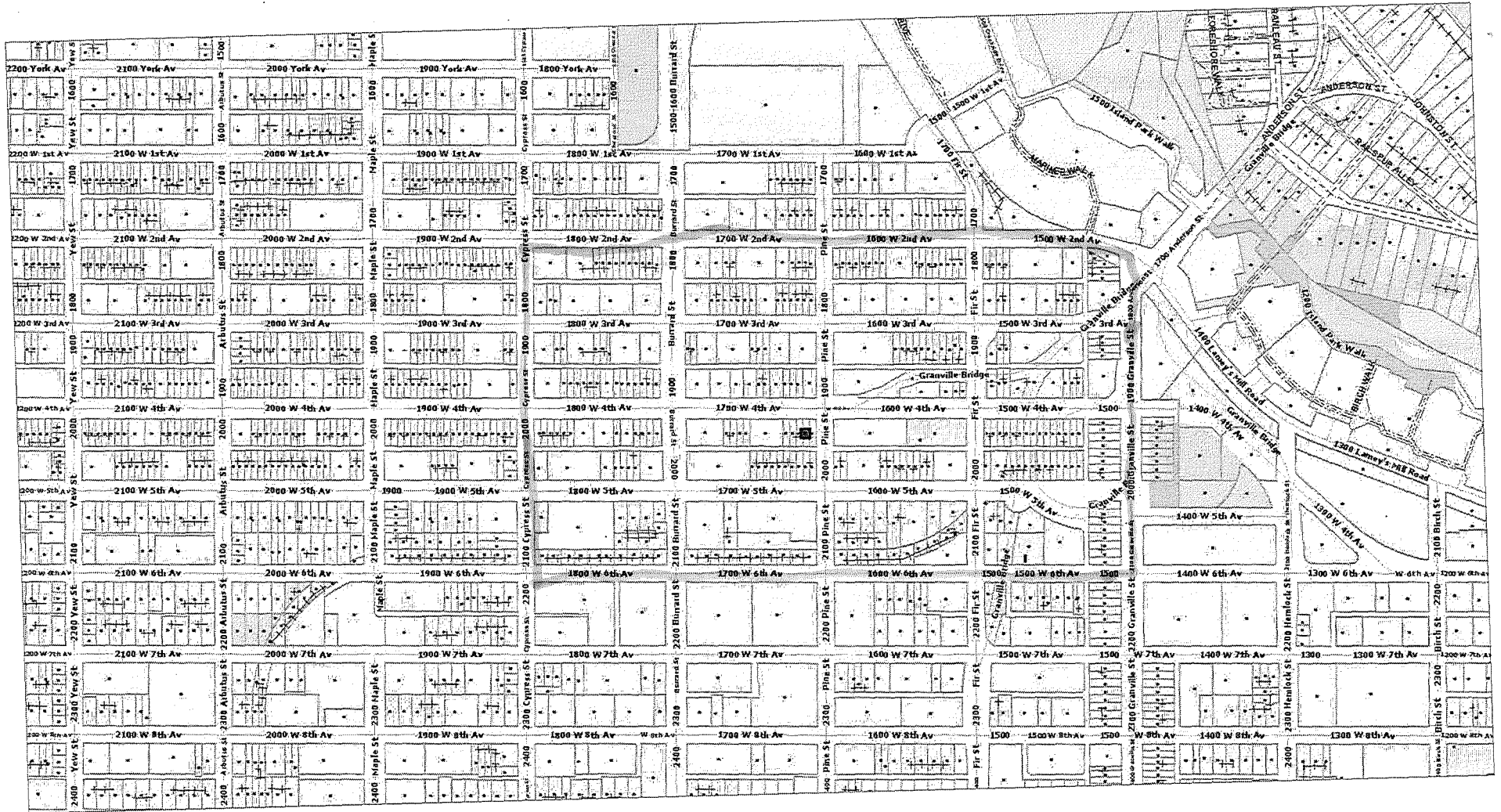
Or contact John Freeman, Project Facilitator at **604-871-6076** or john.freeman@vancouver.ca

8.5X11

DE419557 - 1712 W 4th - Notification Area



Scale 1: 3408



Scale 1: 6534

Freeman, John

From: [REDACTED]
Sent: Friday, September 16, 2016 10:00 PM
To: Freeman, John
Subject: Development Application: DE419557

Good evening John,

Hope you have had a great week.

I was just hoping to send you an email to voice my concerns about a development application my sister and I, [REDACTED], recently received notice of. My apologies for the delay in emailing you.

This relates to Development Application: 1712 West 4th Avenue DE419557. Our concern is the proximity of this Medical Marijuana Related Use property to a neighbouring park, neighbourhood houses, and to existing medical marijuana shops.

It is my understanding there are existing dispensaries located at the following addresses:

- The Village Dispensary - 1540 West 2nd Ave
- Granville Island Cannabis Dispensary - 1833 Anderson Street
- Canna Clinic 'Better Living Society' - 1812 West 4th Ave

Notably, the 'Canna Clinic' is approximately 170 meters away from the proposed site, in what I believe to be a violation of the regulations for marijuana-related businesses.

In addition, the 6th and Fir Park, with development plans to expand through the block to 5th and Pine already draws neighbours and children to enjoy the area. The park and the plans for expansion are within 300 meters of the proposed site.

Thank you for taking the time to hear my concerns. I hope this email finds you well.

All the best,

[REDACTED]

[REDACTED]

This e-mail is intended only for the person to whom it is addressed (the "addressee") and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use that a person other than the addressee makes of this communication is prohibited and any reliance or decisions made based on it, are the responsibility of such person. We accept no responsibility for any loss or damages suffered by any person other than the addressee as a result of decisions made or actions taken based on this communication or otherwise. If you received this in error, please contact the sender and destroy all copies of this e-mail.

Ce courriel est strictement réservé à l'usage de la personne à qui il est adressé (le destinataire). Il peut contenir de l'information privilégiée et confidentielle. L'examen, la réexpédition et la diffusion de ce message par une personne autre que son destinataire sont interdits. Nous déclinons toute responsabilité à l'égard des pertes ou des dommages subis par une personne autre que le destinataire par suite de décisions ou de mesures fondées sur le contenu de cette communication ou autrement. Si vous avez reçu ce courriel par erreur, veuillez communiquer avec son expéditeur et en détruire toutes les copies.

Freeman, John

From: (221)
Sent: Friday, September 16, 2016 5:55 PM
To: Freeman, John
Subject: 1712 West 4th Avenue - DE419557 and 1952 West 4th Avenue - DE419575

Dear Mr. Freeman,

I have received Notice of Development applications for the above stores to change from retail to medical marijuana use. I live in the area and have noticed more and more of these medical marijuana providers popping up at such close proximity to each other. These two in question are only two blocks away from each other. Has any research been done to prove there is a need for so many of the same services, ie. medical marijuana providers, in one locale? My concern is that the demographic that require these services is a small percentage of the people that live in the area (bearing in mind that strictly speaking this is for medical use) and **that by having so many medical marijuana use premises in the same area denies the community of having some other retail or other space that can be used by a wider demographic.** I would rather the sites remain as commercial units so there is more general appeal, and also should the businesses in question fail or move, by changing the usage, the type of business that can take that place would be henceforth limited . This would be a detriment to the diversity of the retail and community services in the area.



Freeman, John

From: [REDACTED]
Sent: Thursday, September 15, 2016 12:17 PM
To: Freeman, John
Subject: Comments on the Development Application 1712 West 4th Ave. DE419557

Hi John,

My name is [REDACTED] and I am the owner of one of the units at [REDACTED] West 4th Ave. I received the notice of development application in the mail and would like to present my "NO" to this application to the City.

1. I am new to this community and the biggest reason that I was attracted to the area was for the projection this area has been giving people: healthy, positive, clean, upbeat, family-oriented, tasteful with many art studios and independent boutique stores. Adding another medical marijuana store to the street will not contribute but to affect this image of the community in an absolute negative way!
2. The block west of Burrard has at least two marijuana shops. What volume of consumption is there to support a third MEDICAL marijuana store in two blocks!?
3. The block where the shop is proposed to be built on is adjacent to the block where three residential buildings are located at. Currently most of the commercial stores close the latest at 9pm which creates the quieter environment where residents need when they spend their evening time with their families. The shop will be opening to 10pm almost everyday which will bring more traffic and hence noises to the neighbourhood.

If the store is permitted to build, it could affect the desirability of the area and can negatively impact the property prices of at least the three residential buildings; and in turn reduce the revenue income from property taxes.

I have discussed with the other owners in the unit and have been echoed for the above opinions. Thank you for your consideration.

Regards,

[REDACTED]

Freeman, John

From: § 22(1)
Sent: Tuesday, September 13, 2016 11:04 PM
To: Freeman, John
Subject: 1712 west 4th Avenue DE419557

Hi John,

In response to the application of change of use from retail to medical marijuana-related use, as there are too many medical marijuana-related use clinic around the neighbourhood, therefore, I'd like to disagree to this application.

Thank you,

§ 22(1)

Sent from my iPad

Freeman, John

From: [REDACTED]
Sent: Tuesday, September 13, 2016 9:06 PM
To: Freeman, John
Subject: 1712 West 4th Avenue - DE419557

Dear Mr. Freeman,

I am writing to provide comments on the above-referenced development application.

Please, please, please do not allow any more MMRU applications to proceed in the Kitsilano area. There are already too many of these facilities in my neighbourhood and it needs to stop! Every time I walk through my neighbourhood, I pass many different MMRUs and the odor of marijuana is always strong. Kitsilano is comprised of many residents and businesspeople, including families with babies and young children, and elderly people, who are subject to the impacts of these facilities. Should we be subjecting everyone, especially young children and babies, to marijuana inhalation every time they walk down the street? I am starting to think we should be calling it "Weedsville!" (excuse the pun but it really is getting that bad). I know there are many, many people who abuse these facilities, by purchasing their so-called "medical marijuana" for "recreational purposes" and are told by the staff of these facilities that all they require to purchase medical marijuana is a copy of a medical prescription (for any drug!). This is an unacceptable business practice and should not be permitted under any circumstance. I believe that those who legitimately require medical marijuana for their illness or disability should be able to purchase it, however there needs to be proper medical procedures in place requiring medical proof before it is sold to stop the widespread abuse that we are seeing today.

Please do not allow this application to proceed. Thank you for your consideration.

Sincerely,

[REDACTED]

Freeman, John

From: [REDACTED]
Sent: Tuesday, September 13, 2016 9:53 AM
To: Freeman, John
Subject: re 1712 West 4th Ave DE 419557

From [REDACTED]

att Mr Freeman,

We believe that the market is oversaturated with marijuana related businesses, clinics and medical marijuana joints.

This area is developing as a strong retail hub for action oriented retail stores etc.

Medical Marijuana uses on that block is not a good idea and we're against that. IF there 's something medical about it , it should be delivered via Pharmacies with qualified pharmacists employed.

Best regards,

[REDACTED]

Freeman, John

From: [REDACTED]
Sent: Monday, September 12, 2016 10:57 AM
To: Freeman, John
Subject: Re: Notice of Development Application DE419557 and DE419575

Hello John

I would like to clarify. Our opposition is to both 1712 west 4th and 1952 west 4th facilities.
Please confirm when you have a moment.

Thank you,
Dawn

Sent from my iPhone

> On Sep 12, 2016, at 8:52 AM, Freeman, John <John.Freeman@vancouver.ca> wrote:

>

> Hi Dawn,

>

> Thank you very much for your email about 1952 West 4th Ave. Your letter will become part of the official file for this Development Application (DE4193575). Staff will review the comments from the General Public with regards to this Application. If you have responded within the comments period ending September 16th 2016, you will receive an update when the Application has arrived at a Decision by the Director of Planning and if it is issued. All comments will be considered up until the date of Decision. Your feedback is very important for this process and will help shape this application.

>

> Your email will only be used to communicate with you about this Development Application. Please note that all comments and responses to this application are subject to, and may be released, pursuant to the Freedom of Information and Protection of Privacy Act. The Act does, however, protect your privacy by prohibiting disclosure of personal information (such as names, addresses and other identifying information).

>

>

> Kind Regards,

>

> J o h n F r e e m a n Project Facilitator 604 871 6076

> John.freeman@vancouver.ca Planning & Development Services - City of

> Vancouver

>

>

>

> -----Original Message-----

> From: [REDACTED]

> Sent: Sunday, September 11, 2016 8:56 PM

> To: Freeman, John

> Subject: Notice of Development Application DE419557 and DE419575

>

> Dear Mr. John Freeman,

> My [REDACTED] would like to voice our concern regarding these two development applications for Medical Marijuana- related use of commercial units. We have owned a condo in this neighbourhood for the [REDACTED] years. As a

[REDACTED] I'm quite distressed at some rapid changes I have witnessed recently in our area and I believe them to be linked to the high number of marijuana-related businesses now located in our neighbourhood.

> As a result, WE STRONGLY OPPOSE these two applications.

> There are now several marijuana-related businesses in our family-oriented neighbourhood. For many years there was one smoke shop and now there are smoke shops and medicinal marijuana shops on every block. It doesn't make sense that a single restricted 'medicinal' product has so many locations. I lived in The Netherlands for years and they had far fewer restrictions on marijuana, and yet far fewer locations where it was available.

> Unfortunately, 'Weeds' appears to have permission to operate in a commercial unit in the plaza next door to us on Burrard. Almost on a daily basis, we and our neighbours need to ask their customers to stop smoking in our private garden area in the back of our building. We've posted signs and spoken to the store and still people continue to smoke and hang out on our property. We also have seen a high increase in needles littered around our property and garden. Garbage, stolen merchandise and personal property, and even human excrement are now often found on our property. We also have people now sleeping in doorways at the side of our building and recently we had a break in we reported to the police where our mailboxes were pried open. This was not regularly occurring behaviour in our neighbourhood before recently.

> As a woman living in the city I often felt safe out at night in my neighbourhood. Now when it is dark out I feel uncomfortable just taking out the garbage or recycling in our lane. The other evening at dusk I was taking out the compost when a middle-aged man approached me and started singing. I showed him I didn't have anything in my hands to give him so he stopped and started chatting. He was very proud to show me his white bin bags and tell me about how him and his friends come from elsewhere in the city to go through the garbage at the local pot shops because they can find left over pot in the garbage. He also said it was a great area to come to because there were so many pot shops located so close together. No wonder the dumpster outside of Weeds is always surrounded by loose garbage scattered around! (What can you rather do about that?) Please do not approve any further applications for marijuana shops in our area. We would like to raise our family here and appreciate that there is a school just a few blocks away, along with parks, pools and community centres close by. It would be a pity to leave the city like so many of our friends did to avoid problems such as the ones I mentioned above. I want [REDACTED] to be able to play with the other children in our building without the fear of constant exposure to pot smoke or dangerous needles and debris.

> Your consideration for the future of our neighbourhood and community are greatly appreciated.

> Sincerely,

> [REDACTED]

Freeman, John

From: [REDACTED]
Sent: Sunday, September 11, 2016 10:12 PM
To: Freeman, John
Subject: DE419557

Sirs,
Thank you for the notice of Development Application at 1712 West 4th Avenue for a Medical Marijuana facility.

As property owners at [REDACTED] West 3rd Avenue, we object to changing this location from Retail to a Medical Marijuana facility.

- The Canadian Government has not made the sale of Marijuana legal.
- It is close to a residential neighbourhood with children in our building.
- The facility will cater to individuals who may indulge with the drug in the lane behind our building.
- Property values will be affected.
- If this facility was in the area when we were shopping for a townhouse, we would not have purchased at this location.

Regards,

[REDACTED]

Freeman, John

From: [REDACTED]
Sent: Sunday, September 11, 2016 4:16 PM
To: Freeman, John
Subject: Re: Dev. application DE419557, 1712 W. 4th Ave.

Correction to my letter, 3rd paragraph: 4th ave. from the 1700 to 2100 blocks already has 6 pot related shops. I walk on these blocks almost everyday....

From: [REDACTED]
Sent: September 11, 2016 4:10:13 PM
To: john.freeman@vancouver.ca
Subject: Dev. application DE419557, 1712 W. 4th Ave.

Hi John, regarding the Notice of Development Application for 1712 W. 4th Ave., I'm a 3rd ave. resident and received the city's notice about the merchant's re-zoning request. I watched the business's Youtube video from April 2016 and it looks like they are already doing what the proposed rezoning is supposed to decide on. It disturbs me that you've allowed this to happen before the rezoning was passed.
<https://www.youtube.com/watch?v=3Jkq5CvgDxk>

Not only does the video show them selling medical marijuana to people who don't look sick and can sign up on the spot, it already looks suspect since the employee in the video says they only accept cash. Their website also offers free marijuana as a signing bonus.

4th ave. already has 6 marijuana related businesses. I walk on this block almost everyday and there is usually no one in these shops and wonder how they afford the \$30,000 licencing fee --if that fee applies to them. If they're not busy, why allow more? The same length of 4th Ave. has one beer store and one wine store (2000 block and 2200 block) that are always full of people. Even though they are busy, I think residents would think it excessive if there was a liquor store in every block --so why allow many drug shops? For tourists?

- 1700 block, the one that this letter is about **already sells marijuana** according to their video
- 1800 block, a dispensary
- 1800 block, a marijuana bong shop
- 1900 block, retail marijuana store that's also applying for dispensary rezoning
- 1900 block, a vaporizer retail shop that according to Yelp allows customers to vape on the premises
- 2100 block, a non-profit dispensary

Given their proximity to Granville Island, a tourist destination and a family destination, I am concerned about the concentration of marijuana shops in the area, especially when pot is legalized in Canada.

Thank you for your time.

Freeman, John

From: [REDACTED]
Sent: Sunday, September 11, 2016 4:10 PM
To: Freeman, John
Subject: Dev. application DE419557, 1712 W. 4th Ave.

Hi John, regarding the Notice of Development Application for 1712 W. 4th Ave., I'm a 3rd ave. resident and received the city's notice about the merchant's re-zoning request. I watched the business's Youtube video from April 2016 and it looks like they are already doing what the proposed rezoning is supposed to decide on. It disturbs me that you've allowed this to happen before the rezoning was passed.

<https://www.youtube.com/watch?v=3Jkq5CvgDxk>

Not only does the video show them selling medical marijuana to people who don't look sick and can sign up on the spot, it already looks suspect since the employee in the video says they only accept cash. Their website also offers free marijuana as a signing bonus.

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- 1700 block, the one that this letter is about **already sells marijuana** according to their video
- 1800 block, a dispensary
- 1800 block, a marijuana bong shop
- 1900 block, retail marijuana store that's also applying for dispensary rezoning
- 1900 block, a vaporizer retail shop that according to Yelp allows customers to vape on the premises
- 2100 block, a non-profit dispensary

Given their proximity to Granville Island, a tourist destination and a family destination, I am concerned about the concentration of marijuana shops in the area, especially when pot is legalized in Canada.

Thank you for your time.

Freeman, John

From: § 22(1)
Sent: Thursday, September 08, 2016 4:22 PM
To: Freeman, John
Subject: re: 1712 West 4th Ave

Hi, John,

I received your Notice of Development Application for the above noted address. Here is my feedback:

The last thing we need on 4th Avenue or anywhere in Vancouver is another medicinal marijuana "outlet". **I strongly oppose this change of use application.**

Please let me know if clarification is required.



Freeman, John

From: Barbara-Jo's Books to Cooks <bookstocooks@shaw.ca>
Sent: Wednesday, September 07, 2016 4:45 PM
To: Freeman, John
Subject: RE: Medical Mary Jane.

Hello Mr. Freeman,

Indeed, I was referring to the application near my shop. The whole idea of this business is puzzling to me, it is my understanding that they appear to be able to act outside the laws of the land to obtain their product, but within the laws to sell it. And there are probably more of these shops now than Starbucks, which I would not want close to me either. Please advise on the truth of these m and m's business practices.

Best wishes, Barbara-jo

From: Freeman, John [mailto:John.Freeman@vancouver.ca]
Sent: September-07-16 4:32 PM
To: Barbara-Jo's Books to Cooks
Subject: RE: Medical Mary Jane.

Hi Mary-Jo,

I am assuming you are commenting about an application near your shop? Let me know if you have specific concerns about this location, operator or neighbourhood impact.

Thank you very much for your email about **1712 West 4th Ave**. Your letter will become part of the official file for this Development Application (**DE419557**). Staff will review the comments from the General Public with regards to this Application. If you have responded within the comments period ending **September 16th 2016**, you will receive an update when the Application has arrived at a Decision by the Director of Planning and if it is issued. All comments will be considered up until the date of Decision. Your feedback is very important for this process and will help shape this application.

Your email will only be used to communicate with you about this Development Application. Please note that all comments and responses to this application are subject to, and may be released, pursuant to the Freedom of Information and Protection of Privacy Act. The Act does, however, protect your privacy by prohibiting disclosure of personal information (such as names, addresses and other identifying information).

Kind Regards,

John Freeman Project Facilitator 604 871 6076
John.freeman@vancouver.ca Planning & Development Services - City of Vancouver

From: Barbara-Jo's Books to Cooks [mailto:bookstocooks@shaw.ca]
Sent: Friday, September 02, 2016 11:35 AM
To: Freeman, John
Subject: Medical Mary Jane.

Dear Mr. Freeman,

I vote no for this.
Thank you for asking.
Barbara-jo McIntosh

Barbara-Jo's Books to Cooks
1740 West 2nd Avenue
Vancouver, B.C. V6J 1H6
T: 604-688-6755 F: 604-688-6759
bookstocooks.com
blog.bookstocooks.com
Twitter: [@bookstocooks](https://twitter.com/bookstocooks)

Please note this email is active between 9:00 a.m. & Noon, PST.
If you need an immediate response, please telephone the shop.

Freeman, John

From: [REDACTED]
Sent: Wednesday, September 07, 2016 3:25 PM
To: Freeman, John
Subject: Development permit - DE419557

Dear John Freeman,

I received notice of the development permit DE419557 to rezone the property at 1712 West 4th Ave from Retail to Medical Marijuana-Related use.

I have no compliant with the business operating at that location, but I do not want the unit to be rezoned from retail. There are two marijuana shops in the next block west and another in the block west after that, not to mention the shops on Burrard.

I feel that our neighbourhood is adequately served by marijuana-related activities and I do not want any properties rezoned in such a way that will inhibit other retail activity in the future.

Please let me know if you require any other information from me.

thank you,

[REDACTED]

Freeman, John

From: [REDACTED]
Sent: Wednesday, September 07, 2016 5:53 AM
To: Freeman, John
Subject: Development Application DE419557 - 1712 West 4th Avenue - Comments/Concerns
Attachments: DE419557.pdf

Dear Mr. Freeman,

Please find attached our written comments and concerns regarding the Development Application Notice that we received for 1712 West 4th Ave (DE419557).

Please feel free to contact me if you have any questions or concerns.

Kind Regards,

[REDACTED]

Freeman, John

From: [REDACTED]
Sent: Friday, September 02, 2016 4:20 PM
To: Freeman, John
Subject: Notice of Development Application = 1712 West 4th Avenue DE419557
Attachments: Letter to COV John Freeman NODA DE419557.pdf

Dear John,

I just received the subject Notice of Development Application in my mailbox. I strongly oppose the application for a change of use/re-zoning from Retail to Medical Marijuana-Related Use "MMRU" and I attach a signed letter to this effect with my reasons.

I am deeply troubled by the seemingly uncontrolled proliferation of these establishments and the large number of pending applications plus appeals of decisions made by the City to deny such spot-rezoning. I am troubled not only due to the unregulated and thus uncontrolled nature of the operations, but also the fact that such applications are tying up the City's time and people whose time would be better spent working on enabling the community plans, goals and principles to succeed rather than wasting resources on these applications of dubious community benefit.

The City should announce a moratorium on these applications - at least until Federal regulations legalizing the operations are in place sometime in the spring 2017. And until companion regulations are in place to mitigate risks of improper usage, impaired driving, access by youth etc.

[REDACTED]
Kitsilano Resident

Freeman, John

From: Joe Chaput <joe@buycheese.com>
Sent: Friday, September 02, 2016 11:58 AM
To: Freeman, John
Cc: Allison Spurrell; Correspondence Group, City Clerk's Office
Subject: 1712 West 4th Avenue - DE419557

Hello,

I am writing to oppose this application for a medical marijuana store. There are other similar business within 1 kilometer of this store. It's insulting to hard working, tax paying business and property owners how the city of Vancouver has bent and ignored basic business license rules regarding this specific type of business.

We are not allowed to sell wine in our cheese shops because there are retail liquor stores within kilometer of our business. When our business can sell wine without having to play by the rules like marijuana stores do, or when they are fairly licensed compared to other businesses in Vancouver, then I would re-consider this application.

But for now, there are too many of this type of store in the city. It's like a gold rush.

Sincerely,

Joe Chaput

les amis du FROMAGE – Kitsilano 604-732-4218 | Strathcona 604-253-4218

Member: ACS | Guilde des Fromagers Confrerie de St. Uguzon

Freeman, John

From: Allison Spurrell <allison@buycheese.com>
Sent: Friday, September 02, 2016 10:58 AM
To: Freeman, John
Subject: DE419557

Hello

I am writing in response to a development application that came to our business today. It is for a "conditional" zoning for a medical marijuana store at 1712 West 4th ave.

I am writing to oppose the zoning for the purpose of a medical marijuana store at this location. There are at least 3 stores within a 2 block radius of this location already. I feel like another unlicensed store/business is not appropriate, or respectful to the other licenced businesses in the neighbourhood. I don't really understand how the city can be sending out mail and considering rezoning (or considering "conditional" zoning use) for a business that is not entirely legal in Vancouver. And if this business is acceptable to the city (legal under current city by-laws), then the business should be licenced the same way my business is licenced.

As a business owner and a commercial property owner, I pay increased city taxes yearly and a business license yearly. When these marijuana stores /clinics are licenced and they are paying their share, the same as ALL other businesses in Vancouver, then I will support their opening wherever they can afford.

Thank you
Allison Spurrell

Sincerely,
Allison Spurrell
[les amis du FROMAGE](#) – Kitsilano 604-732-4218 | Strathcona 604-253-4218
Member: ACS | Gulde des Fromagers Confrerie de St. Uguzon

Freeman, John

From: [REDACTED]
Sent: Friday, September 02, 2016 7:15 AM
To: Freeman, John
Subject: Notice of Development Application DE419557

Dear Mr Freeman,

In regards to development application DE419557 at 1712 West 4th Avenue,

My concern is the amount of marijuana-related stores in and around the area of the application. There seems to be a saturation of retail and/or medical marijuana stores in the vicinity and I note there are other applications for similar shops in the same area. How many of these businesses are needed to serve the demand in this area? Has any study been done by the proponent to show that there is insufficient access to this type of product in the west 4th area? While I have no personal objection to people seeking marijuana to treat a medical condition I am concerned by the potential proliferation of marijuana-related stores in this area and the effect it will have on the retail landscape.

Best regards,

[REDACTED]

Freeman, John

From: [REDACTED]
Sent: Thursday, September 01, 2016 8:44 PM
To: Freeman, John
Subject: Comment re: Notice of Development DE419557

Dear Mr. John Freeman,

I received the Notice of Development re: 1712 West 4th Avenue DE419557.

I own/live at [REDACTED] 4th avenue.

Over the past year, I have noticed the recent increase in the number of marijuana-related stores in the neighborhood that I live. In a matter of 5 minutes of walking, I can encounter 5 marijuana-related stores. One is located on Granville street and the remaining 4 are on West 4th Avenue

Apollo
1712 west 4th Avenue
- signage posted re: application to convert the commercial unit from retail to marijuana-related use

Better Living Society
1812 west 4th Avenue
- this establishment does not close their front window and I have to hold my breath when passing this store in order not to inhale the Marijuana smoke
- often see/hear group of people in this unit

Cannawide
1864 west 4th Avenue
- keeps their window and door closed
- looks clean and well maintained

Lotusland
1952 west 4th Avenue
- signage posted re: applying for re-zoning to convert the commercial unit from retail to medical marijuana-related use

I do not agree with the rezoning application for Apollo and for Lotusland. I believe the existence of the three marijuana-related stores (two on the 1800 west 4th Avenue & one on Granville) are more than sufficient to address the demand for marijuana-related needs.

If you need me to provide the address of marijuana-related store on Granville, I can provide it to you

Sincerely,

[REDACTED]

Freeman, John

From: Kris Begic <kbegic@platinumgroupmetals.net>
Sent: Thursday, September 01, 2016 5:22 PM
To: Freeman, John
Subject: Re: Apollo Medical

Thank you John.

KB.

Kris Begic
Platinum Group Metals Ltd.
+1 604 842 1074

> On 01 Sep 2016, at 5:15 PM, Freeman, John <John.Freeman@vancouver.ca> wrote:

>

> Hi Kris,

>

> Thank you very much for your email about 1712 West 4th Ave. Your letter will become part of the official file for this Development Application (DE419557). Staff will review the comments from the General Public with regards to this Application. If you have responded within the comments period ending September 16th 2016, you will receive an update when the Application has arrived at a Decision by the Director of Planning and if it is issued. All comments will be considered up until the date of Decision. Your feedback is very important for this process and will help shape this application.

>

> Your email will only be used to communicate with you about this Development Application. Please note that all comments and responses to this application are subject to, and may be released, pursuant to the Freedom of Information and Protection of Privacy Act. The Act does, however, protect your privacy by prohibiting disclosure of personal information (such as names, addresses and other identifying information).

>

>

> Kind Regards,

>

> J o h n F r e e m a n Project Facilitator 604 871 6076

> John.freeman@vancouver.ca Planning & Development Services - City of

> Vancouver

>

>

>

>

> -----Original Message-----

> From: Kris Begic [mailto:kbegic@platinumgroupmetals.net]

> Sent: Thursday, September 01, 2016 5:14 PM

> To: Freeman, John

> Subject: Apollo Medical

>

> Thank you for the notice related to Apollo Medical. I am opposed to another marijuana dispensary in the area. Is it really necessary to license yet another dispensary? This would be near a number of businesses that cater to children

including Granville Island, Aquaventures and a nearby park on Fir Street. I don't know why the city and other levels of government continue to allow the proliferation of these storefronts. They are selling dangerous substances with little oversight, allowing ease of access to drugs. I recommend this application be denied. I would appreciate confirmation that this email was received and acknowledged.

>

> KB.

>

> Kris Begic

> Platinum Group Metals Ltd.

> +1 604 842 1074

>

Freeman, John

From: Kris Begic <kbegic@platinumgroupmetals.net>
Sent: Thursday, September 01, 2016 5:14 PM
To: Freeman, John
Subject: Apollo Medical

Thank you for the notice related to Apollo Medical. I am opposed to another marijuana dispensary in the area. Is it really necessary to license yet another dispensary? This would be near a number of businesses that cater to children including Granville Island, Aquaventures and a nearby park on Fir Street. I don't know why the city and other levels of government continue to allow the proliferation of these storefronts. They are selling dangerous substances with little oversight, allowing ease of access to drugs. I recommend this application be denied. I would appreciate confirmation that this email was received and acknowledged.

KB.

Kris Begic
Platinum Group Metals Ltd.
+1 604 842 1074

children. AMS would like to work with the City of Vancouver, VPD and Health Canada to help improve the industry in any way possible. We will be far surpassing the current standards in place for dispensaries in Canada. We are currently in the process of creating a new certification similar the National Association of Pharmacy Regulatory Authorities (NAPRA). The NAPRA has standards for all pharmacy locations and the Pharmacy technicians. We feel this should be the same for all retail medical cannabis locations and technicians as well. Health Canada also has many regulations for the licensed commercial growers and we feel there should be something similar dispensaries. Some of the areas we are focusing on are quality assurance, testing, inventory tracking, packaging, labelling and a recall system.

All our products are properly packaged and labeled when they leave the store with clear warnings "keep out of reach of children". All products are packaged in childproof and smell proof containers. We will also have active carbon filters fans installed to completely eliminate any residual scent. These filters and fans are specially designed to eliminate any odor. Furthermore, there will be absolutely no smoking inside or around the building and no signage with cannabis or leaves in the windows.

We want to assure the city of Vancouver that we will do our utmost best to be good neighbors, not cause any disturbances, and ultimately be a great fit for any area in Vancouver. AMS will be only selling dried medical cannabis to real medical patients. No minors or customers who do not have a valid license.

AMS stores will be very clean, secure and run by professionals. When you walk into one of our stores you see the difference immediately. Pictures have been attached for the city to review. More pictures can also be found on our website.

AMS also offers massage therapy services in house with an RMT (Registered Massage Therapist) who has many years of experience helping patients with pain management to improve their quality of life. AMS will be hiring additional health care practitioners to join our team so that we may better serve our patients and the community.

All AMS employees will be trained in site security, sanitation and patient procedures/checklists to maintain the highest levels of safety, cleanliness and product care. AMS will continue to do research and development on new varieties and strains of cannabis to better understand the medical benefits, and to better help the patients that need it. AMS will also be looking to expand in the future to meet the demands of this emerging market.

BMS Integrated services Inc. has signed on to create our security plans, as well as monitor the buildings. We have installed extra security to the front street on w 4th and in the alley way as well. We want to help make the area a safer place in any way possible for us and for our new neighbours.

We realize there is a bad stigma around these types of stores and our company is working hard to change that! Our stores are very clean and contemporary and we want people to come see what retail medical cannabis dispensaries look like at their best!

2) Hours of Operation

Apollo Medical will be open from 11am-7pm Saturday-Thursday & 10am- 10pm Friday

3) Name of Operator

Apollo Medical Society
Email info@apollomed.ca

4) Relaxation Rationale

We have 4 designated parking stalls at rear of building and many street parking spots.
We feel that parking will not be an issues in this area as there are many public parking spots on W 4th Ave in front of the retail space (1712 w 4th Ave)

5) Projected number of clients

500-1000 patients/ Clients

6) Number of Staff

Apollo Medical will have 2 staff members on site at all times.
With a total of 6-8 staff members.

We look forward to working with medical marijuana patients as well as our community to make it a safer place. If you have any questions or concerns we would be happy to hear from you.

Sincerely,

Apollo Medical Society

Email info@apollomed.ca

TITLE SEARCH PRINT

2016-06-14, 10:32:50

File Reference:

Requestor: 

Declared Value \$ 517500

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

Land Title District

VANCOUVER

Land Title Office

VANCOUVER

Title Number

BW403328

From Title Number

M7873

Application Received

2004-08-31

Application Entered

2004-09-29

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

450617 B.C. LTD., INC. NO. 450617
1955 WEST 4TH AVENUE
VANCOUVER, BC
V6J 1M7

Taxation Authority

CITY OF VANCOUVER

Description of Land

Parcel Identifier:

015-243-524

Legal Description:

LOT 18, EXCEPT PART IN PLAN 3863, BLOCK 248 DISTRICT LOT 526 PLAN 590

Legal Notations

NONE

TITLE SEARCH PRINT

2016-06-14, 10:32:50

File Reference:

Requestor: [REDACTED]

Declared Value \$ 517500

Charges, Liens and Interests

Nature:

MORTGAGE

Registration Number:

CA1564276

Registration Date and Time:

2010-05-17 09:56

Registered Owner:

VANCOUVER CITY SAVINGS CREDIT UNION

Remarks:

INTER ALIA

EXTENDED BY CA1584580

EXTENDED BY CA1803133

EXTENDED BY CA2246623

EXTENDED BY CA2368906

EXTENDED BY CA2514921

EXTENDED BY CA2637576

EXTENDED BY CA2637576

EXTENDED BY CA2691549

EXTENDED BY CA2691549

EXTENDED BY CA2776260

EXTENDED BY CA3609260

EXTENDED BY CA3681148

EXTENDED BY CA3838667

EXTENDED BY CA3917699

EXTENDED BY CA3976351

EXTENDED BY CA4185341

EXTENDED BY CA4308447

EXTENDED BY CA4388667

EXTENDED BY CA4473145

EXTENDED BY CA5182260

TITLE SEARCH PRINT

2016-06-14, 10:32:50

File Reference:

Requestor: § 23(1)

Declared Value \$ 517500

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA1564277
Registration Date and Time:	2010-05-17 09:56
Registered Owner:	VANCOUVER CITY SAVINGS CREDIT UNION
Remarks:	INTER ALIA
	EXTENDED BY CA1584581
	EXTENDED BY CA1803134
	EXTENDED BY CA2246624
	EXTENDED BY CA2368907
	EXTENDED BY CA2514922
	EXTENDED BY CA2637577
	EXTENDED BY CA2637577
	EXTENDED BY CA2691550
	EXTENDED BY CA2691550
	EXTENDED BY CA2776261
	EXTENDED BY CA3609261
	EXTENDED BY CA3681149
	EXTENDED BY CA3838668
	EXTENDED BY CA3917700
	EXTENDED BY CA3976352
	EXTENDED BY CA4185342
	EXTENDED BY CA4308448
	EXTENDED BY CA4388668
	EXTENDED BY CA4473146

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

DE419557.



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**

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

Address: 1712 W 4TH AVE Specifics: _____

Floor Level: Main Suite No: _____

Legal Description: Lot 18, Except Part in Plan 3863, Block 248, DL 526, Plan 590 P.I.D. - 015-243-524

Lot(s): 18 Block(s): 248 District Lot(s): 526 Plan Number(s): _____

RECEIVED
CITY OF VANCOUVER
AUG 21 2015
248 DL 526
COMMUNITY SERVICES
PLANNING & DEVELOPMENT SERVICES

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

Your Name: Matthew M. Fraser

§ 22(1)

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

E-mail Address: MF@BCMT.CA

Phone Number: 250-328-9750

Business Name: Apollo Medical Society

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 Aug 2015 MF
Signature of Applicant

Office Use Only

Date of Application: DAY: 21 MONTH: 8 YEAR: 2015

Date of Lease: DAY: 16 MONTH: 8 YEAR: 2015

City of Vancouver Form Request #2016-488

39 of 329
PSLew

MF (circled)

This lease is 18 pages

THIS INDENTURE made as of the 16 day of AUGUST, 2015.

BETWEEN:

450617 B.C. Ltd., a company duly incorporated under the laws of the Province of British Columbia and having a place of business at 1955 West 4th Avenue, Vancouver, British Columbia V6J 1M7

(hereinafter called the "Lessor")

OF THE FIRST PART

AND:

MATTHEW HARRY FRASER

[Redacted area]

(hereinafter called the "Lessee")

OF THE SECOND PART

AND:

MATTHEW HARRY FRASER

[Redacted area]

Driver Licence Number:

Social Insurance Number:

Date of Birth:

Phone No: (cell) 250-328-9750 (work) (fax)

Email: MF@BCHT.CA

(hereinafter called the "Guarantor")

OF THE THIRD PART

WHEREAS:

A. The Lessor is the Registered Owner of that certain parcel of land situate in the City of VANCOUVER, in the Province of British Columbia hereof (hereinafter called the "Land") upon which is situate a building and related improvements

W PS

(hereinafter called the "Building") having a municipal address of 1710-1716
WEST 4TH AVENUE, VANCOUVER, British Columbia and
V6J-1M1

B. The Lessee has agreed to lease space in the Building which will comprise the area more particularly hereinafter set forth for the term and at the rent and subject to the terms, covenants, conditions and agreements hereinafter contained.
WITNESSETH:

W

Demised Premises

PS

1.1 THAT in consideration of the rents, covenants, and agreements herein reserved and contained, the Lessor demises and leases unto the Lessee ALL AND SINGULAR that certain portion of the Building consisting of Bay 1712, 1716 comprising APPROX THREE THOUSAND ONE HUNDRED AND FIFTY (3150) square feet more or less, having a municipal address of 1712, 1716 WEST 4TH AVENUE, VANCOUVER B.C. British Columbia, and more particularly known and described as: V6J-1M1

City of VANCOUVER P.I.D 015-243-524
LOT 18 BLOCK 248 PLAN 590 DISTRICT LOT 526 NEW WESTMINSTER
EXCEPT PART IN PLAN 3843, LOT 17 BLOCK 248 PLAN 590
Hereinafter called the (demised premises) DISTRICT LOT 526, NEW WESTMINSTER

Term

1.2 TO HAVE AND TO HOLD the Demised Premises for and during the term of ONE (1) year commencing on the 16th day of AUGUST, 2015 (the "Commencement Date") and expiring on the 15 day of AUGUST, 2016 subject to the right of renewal herein contained.

W

Base Rent

1.3 YIELDING AND PAYING during the said term unto the Lessor the clear sum of ONE HUNDRED AND FORTY FOUR THOUSAND ~~100~~ (\$144,000.00) Dollars of lawful money of Canada (the "base rent"), payable in consecutive monthly instalments as hereinafter set forth, each monthly instalment to be paid on the 16TH day of each and every month during the term hereof, the first of such monthly instalments to be paid on the 16TH day of AUGUST, 2015 as follows:

PS

<u>Year</u>	<u>Sq. Ft/Annum</u>	<u>Monthly Instalments</u>	<u>Annual Rent</u>
<u>AUGUST/16/2015 TO AUGUST/15/2016</u>		<u>12,000.00</u>	<u>144,000.00</u>
<u>PLUS 5% G.S.T</u>		<u>600.00</u>	<u>7,200.00</u>
<u>TOTAL</u>		<u>12,600.00</u>	<u>151,200.00</u>

W

PS



[Handwritten initials]

Deposit

1.4 A cheque in the sum of SEVENTY FIVE THOUSAND SIX HUNDRED ~~100~~ (\$75,600.00) Dollars has been paid to the Lessor and will be applied towards base rent accruing for the first month of the Term and the balance to be held as a security deposit. If the Lessee fails to comply with the provisions hereof or any rent becomes overdue and unpaid, the Lessor may apply such deposit to any overdue sum without limiting or excluding any other right which the Lessor may have hereunder or at law or in equity.

[Handwritten initials]

Details of deposit is as follow;

(PS)

FIRST MONTH RENT AUGUST/16/2015 TO SEPTEMBER/15/2015	-	12,000.00
SECURITY DEPOSIT	-	60,000.00
TOTAL	-	<u>72,000.00</u>
PLUS 5% B.S.T	-	<u>3,600.00</u>
TOTAL	-	<u>75,600.00</u>

Post-Dated Cheques

1.5 The Lessee shall on the 16TH day of AUGUST, 2015 and 16TH day of AUGUST of each and every year during the term of this Lease, provide to the Lessor 12 post-dated cheques to be applied to the next 12 payments as and when they become due.

[Handwritten initials]

Additional Rent

DIRECT TO THE SUPPLIERS

1.6 The Lessee covenants to pay to the Lessor as additional rent the following sums:

[Handwritten initials]

(a) all charges for telephone, internet, electric light, electric power, gas and other utilities used on the Demised Premises and all business licenses, sign permits and subsequent installation of signage and other such charges whether billed directly to the Lessee or indirectly to the Lessor;

(b) the Lessee further covenants to pay to the Lessor as additional rent EIGHTY ONE (81%) percent of the following sums:

(PS)

i) ~~all real property, school local improvement or other taxes, rates and charges that may be levied, rated, charged or assessed by the City of Vancouver or other lawful authority against the Demised Premises, which payments shall be for the current year for any taxes payable by the Lessor whether such payment is in respect to an interim or a final tax payment;~~

[Handwritten initials]

Handwritten initials: a box containing 'MK' and a circle containing 'PS'.

AND WASTE & GARBAGE REMOVA

- ii) all charges for water rates and ~~general building repairs, management fees, fire safety, yard maintenance and scavenging.~~
- iii) ~~the total cost to the Lessor of maintaining fire and extended coverage insurance including glass coverage, and property and liability insurance placed by the Lessor with respect to the lands and buildings.~~

Handwritten initials: a box containing 'MK'.

Estimate of Additional Rent

Handwritten initials: a circle containing 'PS'.

1.7 Prior to the Commencement Date, and thereafter prior to the commencement of each calendar year of the Lessee's occupancy the Lessor shall provide an estimate of operating costs and of taxes for the portion of the calendar year in which the Commencement Date occurs and thereafter for each calendar year. The Lessee shall pay as additional rent its proportionate share of such estimate in equal monthly installments at the time and in the manner provided for payment of base rent.

Adjustment for Additional Rent

1.8 Within one hundred fifty days (150) days, or as soon thereafter as possible of the conclusion of each calendar year of the Term hereof, the Lessor shall furnish to the Lessee a statement of the Lessor's actual operating costs and taxes for the said calendar year or portion thereof as the case may be. A lump sum payment will be made from the Lessor to the Lessee or from the Lessor to the Lessee, equal to the proportionate share of an amount by which the actual operating costs and taxes is less than the estimated operating costs and taxes or equal to the proportionate share of an amount by which the actual operating costs and taxes exceeds the estimated operating costs and taxes respectively.

Amounts Past Due

Handwritten initials: a box containing 'MK'.

1.9 If the Lessee fails to pay, when the same is due and payable, any base rent, any additional rent or any other amounts payable by the Lessee under this Lease, such unpaid amount shall bear interest from the due date thereof to the date of payment at a rate per annum which is six (6%) percent above the prime rate charged by the Bank of Nova Scotia. The foregoing in no way relieves the Lessee of his obligation to duly and punctually make the aforesaid payments and in no way limits the remedies of the Lessor in the event the Lessee fails to make any such payments when due.

Value-Added Tax

Handwritten initials: a circle containing 'PS'.

1.10 Notwithstanding anything herein contained to the contrary, the Lessee shall pay to the Lessor an amount equal to any and all goods and services taxes, sales taxes, value-added taxes, business transfer taxes or any other taxes imposed on the Lessor with respect to rent payable by the Lessee to the Lessor under this Lease, or in respect of the rental of space under this Lease, whether characterized as a goods and services tax, sales tax, value-added tax, business transfer tax, or otherwise (herein called "Sales Tax"), it being the intention of the parties

Handwritten initials: a box containing 'MK'.

Handwritten initials: a circle containing 'PS'.



Handwritten initials: a square containing 'NF' and a circle containing 'PS'.

that the Lessor shall be fully reimbursed by the Lessee with respect to any and all Sales taxes at the full tax rate applicable from time to time in respect of the rent or the rental of space, without reference to any tax credits available to the Lessor. The amount of the Sales Taxes so payable by the Lessee shall be calculated by the Lessor in accordance with the applicable legislation and shall be paid to the Lessor at the same time as the amounts to which such Sales Taxes apply are payable to the Lessor under the terms of this Lease or upon demand at such other time or times as the Lessor from time to time determines. Despite any other section or clause in this Lease, the amount payable by the Lessee under this paragraph shall be deemed not to be rent, but the Lessee shall have all of the same remedies for and recovery of such amount as it has for recovery of base rent under this Lease.

Handwritten initials 'NF' in a square.

Lessee's Covenants

Handwritten initials 'PS' in a circle.

2.1 The Lessee covenants with the Lessor:

- (a) TO pay rent including the items hereinbefore referred to as additional rental;
- (b) TO carry out normal maintenance and repair with respect to the Demised Premises (reasonable wear and tear and damage by fire, lightning, tempest, earthquake, war, riots, civil disturbances, sabotage, explosion, Acts of God, and acts of third parties and repairs due to defects in the structure of the foundation, walls or roof, excepted);
- (c) TO apply for metered electrical services and/or metered gas services (as the case may be) to the Demised Premises and pay all resultant rates;
- (d) TO be responsible for relamping and reballasting light fixtures, the Lessee's property insurance, Demised Premises' janitorial services, window cleaning within the Demised Premises, cleaning of sidewalk all year and all weather;
- (g) PROVISIO for re-entry by the Lessor on non-payment of rent or non-performance of covenants;
- (h) PROVISIO for re-entry on seizure or forfeiture of the said term.
- (i) The Tenant hereby covenants and agrees to take possession of the Land and Premises on an as is and where is condition.

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Lessor's Covenants

3.1 The Lessor covenants with the Lessee as follows:

- (a) for quiet enjoyment;
- (b) TO make all repairs not hereinbefore agreed to be made by the Lessee;

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- (c) TO pay taxes;
- (d) TO insure the said Building to its full insurable value against damage by fire and other insurable hazards normally the subject of insurance for similar premises;

Signs

4.1 The Lessee shall not erect on or affix to the Demised Premises any signs or form of advertising without the written consent of the Lessor, such consent not to be unreasonably withheld.

Lessee's Insurance

5.1 The Tenant shall throughout the Term provide and keep in force:

- (a) fire and all risk insurance (including standard extended coverage endorsement perils, leakage from fire protective devices and water damage generally) in respect of the Tenant's fixtures, furniture, equipment, inventory and stock-in trade, the Tenant's leasehold improvements to the extent that the Landlord has not elected to insure them pursuant to Clause 3.1 (d), and such other property in or forming a part of the Demised Premises (not being property which the Landlord is bound to insure pursuant to Clause 3.1 (d)) as the Landlord may from time to time require;
- (b) plate and other glass insurance;
- (c) if any boiler or pressure vessel is operated in the Demised Premises, boiler and pressure vessel insurance with respect thereto;
- (d) comprehensive general business liability insurance with respect to the business carried on in or from the Demised Premises and the use and occupancy thereof for personal and bodily injury or death and damage to property of others; and
- (e) Tenant's legal liability insurance and such other forms of insurance including business interruption insurance as the Landlord may reasonably require.

Insurance effected by the Tenant under this claim shall be with insurers duly licensed to transact insurance in British Columbia, shall be in amounts which the Landlord shall from time to time determine as being reasonable and sufficient (and, without limiting the generality of the foregoing, in the case of insurance under paragraphs (a), (b) and (c) shall be on a fully replacement cost basis subject only to such deductibles and exclusions as the Landlord may approve and in the case of insurance under paragraph (d) shall have original limits not less than \$2,000,000.00 in respect of any one accident or occurrence); shall permit the release of the Landlord from certain liability as set out in Clause 3.1(d), shall include the Landlord as an additional named insured, and shall otherwise be upon such terms and conditions as the Landlord shall from time to time require as being reasonable and sufficient. At the request of the Landlord, the Tenant shall file with the Landlord such copies of current policies or deficiencies or other proofs as may be required to establish the Tenant's insurance coverage in effect from time to time and the payment of premiums thereof, and if the Tenant fails to insure and pay

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premiums or to file satisfactory proof thereof as so required, the Landlord may without notice to the Tenant effect such insurance and recover any premiums paid therefor from the Tenant on demand. All such policies of insurance shall contain an undertaking by the insurance company to notify the Landlord in writing thirty (30) days prior to any material change in any such policies. To the extent applicable, the Tenant agrees to use the proceeds of insurance to restore the Demised Premises to the condition existing immediately prior to any loss or damage.

Fixtures and Improvements

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6.1 The Lessee may not make partitions within the building without the prior written consent of the Lessor, such consent not to be reasonably withheld.

6.2 The Lessee will not make any alterations or additions to the structure of the Building, nor install any plumbing, piping, wiring or heating apparatus without the prior written permission of the Lessor, such permission not to be unreasonably withheld.

PS

6.3 At the termination of this Lease or any renewal thereof the Lessee will, at the option of the Lessor, either restore the Demised Premises to their present condition or leave any additions that he has made to the Demised Premises and unless removed by the Lessee and the Demised Premises restored to their present condition, all repairs, alterations, instalments and additions made by the Lessee upon the Demised Premises except moveable business fixtures shall be the property of the Lessor and shall be considered in all respects as part of the Demised Premises.

Nuisance

7.1 The Lessee shall not do or omit to do or permit to be done or omit anything upon or in respect of the Demises Premises, the doing or omission of which shall be or result in a nuisance to the Lessor, the public or any occupant of the Demised Premises.

Hazardous Substances


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8.1 The Tenant will not bring or permit to be brought into the Demised Premises, and shall not use in any way, or permit the use of the Demised Premises or any part hereof to either directly or indirectly prepare, produce, use, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, process, release or permit any other dealing with, any hazardous substances unless it has received the prior written consent of the Landlord, which may be arbitrarily withheld. Any substance which the Landlord permits the Tenant to treat, store, transfer or dispose of must be dealt with in strict compliance with all applicable laws and environmental permits. The Tenant will not release nor permit the release of any hazardous substances into any soil, water courses, culverts, drains or sewers except in accordance with all applicable laws and environmental permits. At its own cost, risk and expense, the Tenant will comply with all applicable laws and environmental permits from time to time in force regulating the manufacture, use, storage, transportation, disposal, release or other dealing with hazardous substances by the Tenant to which the Landlord has consented.


8.2 If any hazardous substance is brought onto the Demised Premises or created upon the Demised Premises during the Term, such hazardous substance shall be the sole and exclusive property of the Tenant and not of the Landlord, notwithstanding the degree of affixation of the hazardous substances or the goods containing the hazardous substances to the Demised Premises and notwithstanding the expiry or sooner termination of this Lease.


 8.3 On or before the expiration or sooner termination of this Lease, the Tenant will remove all hazardous substances which have been brought onto or created upon the Demised Premises during the Term of the Lease, whether by the Tenant or any other person, other than the Landlord, including without limitation any hazardous substances which may have been released or deposited into the soil.

 8.4 The Tenant will advise the Landlord forthwith of any release of any hazardous substances on the Demised Premises or any other part of the Project or any adjacent property and will provide the Landlord with all information, notices, reports and other documents it has regarding such release and the remediation steps being undertaken by the Tenant with respect to the release or as may reasonably be required by the Landlord of the Tenant.

8.5 If the presence of any hazardous substance or any other substance on the Demised Premises results in any contamination of the Demised Premises, the Tenant will promptly take all actions at its sole risk and expenses as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such hazardous substance or other substances on the Demised Premises.

8.6 The Landlord may at any time and from time to time on five days prior written notice to the Tenant, have the Demised Premises and any records reasonably considered to be relevant for the purpose of identifying the existence, nature and extent of any hazardous substance on the Demised Premises and the Tenant's use, storage and disposal of such hazardous substance, inspected by a duly qualified independent environmental inspector.

 8.7 If any government authority requires the clean-up of any hazardous substance held, released, spilled, abandoned or placed upon the Demised Premises or any other lands or any hazardous substance released, spilled, leaked, pumped, poured, emitted, emptied, discharged, injected, escaped, leached, disposed or dumped into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Demised Premises, the Tenant will, at its own risk and expenses:

- 
- (a) prepare all necessary studies, plans and proposals for clean-up of the hazardous substance and submit them for approval;
 - (b) provide all bonds and other security required by any Governmental Body;
 - (c) carry out the work required and keep the Landlord fully informed; and
 - (d) provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans.







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8.8 The Tenant will indemnify and save harmless the Landlord, its directors, officers, employees and agents and the successors and assigns of the Landlord from and against all loss and expense and from and against all claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs and liabilities, including, without limitation, any reduction in the market value of the Demised Premises, damages for loss or restriction in use of leasable or useable space or of any amenity of the Demised Premises, damages arising from any adverse impact on marketing of space and sums paid in settlement of claims, legal fees, consultants' fees and experts' fees which arise during or after the Term and are in any manner based upon, arise out of or are connected with the presence or suspected presence of any hazardous substance in, upon, above or under the Demised Premises and any other contamination which exist on or under the Demised Premises or which has escaped from the Demised Premises including, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any Governmental Body including that resulting from waste, unhealthful, hazardous or dangerous conditions caused by, contributed to or aggravated by the Tenant or any permitted transferees, violation of any applicable law or environmental permits pertaining to hazardous substances. In addition, without limitation, the Tenant further expressly agrees to compensate the Landlord for any and all costs incurred for the removal of any hazardous substance from the Demised Premises even in the absence of an order requiring such removal and notwithstanding that such hazardous substance may be stored on the Demised Premises in compliance with all applicable law or environmental permits. The Tenant hereby expressly agrees that this indemnification will survive the expiration or earlier termination of this Lease and that any statutory limitation periods on actions to enforce these obligations will not be deemed to commence until the Landlord actually discovers any such circumstances as may give rise to their enforcement and the Tenant hereby knowingly and voluntarily waives the benefits of any shorter limitation period. Upon the default of the Tenant under this Article 5.13, the Landlord may terminate this Lease and/or recover from the Tenant any and all loss and expenses associated with the default, in addition to any other rights and remedies of the Landlord.

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Environmental Waste

9.1 The Tenant shall at all times during the Term keep the Demised Premises, the Building and the Lands free from any and all environmental hazards. For purposes of this clause, "environmental hazards" include any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapours, soot, fumes, acids, alkalis, chemical and waste; and "waste" includes materials to be recycled, reconditioned or reclaimed. The Tenant agrees to indemnify and save the Landlord harmless from loss, cost or expense arising out of any government demand, direction or request that the Tenant or the Landlord test for, monitor, clean up, remove, contain, treat, detoxify or neutralize environmental hazards and further agrees to indemnify and save harmless the Landlord from any damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of environmental hazards at or from the Demised Premises or at or from the Building or the Lands by or on behalf of the Tenant.

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Condition

10.1 Not to permit, in the opinion of the Landlord, the Demised Premises to become untidy, unsightly, offensive or hazardous or permit unreasonable quantities of waste or refuse to accumulate therein. The Tenant shall store all such garbage, refuse or other objectionable material (including commercial garbage containers) within the Demised Premises and dispose of such garbage on a regular basis.

Inspection

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11.1 During the term hereof any person or persons may inspect the Demised Premises and all parties thereof at all reasonable times on producing the written authorization of the Lessor signed by the Lessor or his agent.

(S)

11.2 Where such inspection reveals that repairs are necessary, the Lessor may give the Lessee notice in writing of any such need for repairs and the Lessee shall, within three weeks from the date of delivery of the notice, make the necessary repairs in a good and workmanlike manner.

Use of the Demised Premises

11.3 USE The Lessee will use the Demised Premises for the purpose of MEDICAL and related uses and shall not use it for any other purpose without the Lessor's prior consent in writing, such consent not to be unreasonably withheld.

Assignment and Sub-Letting

12.1 The Lessee may not assign or sub-let without the approval of the Lessor, such approval not to be unreasonably withheld.

Liens

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13.1 The Lessee will indemnify and save harmless the Lessor from and against any and all manner of claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any repairs, alterations, installations, and additions which the Lessee shall make or cause to be made to the Demised Premises; and will allow the Lessor to post and will keep posted on the Demised Premises any notice that the Lessor may desire to post under the provisions of the Builders' Lien Act.

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Damage by Fire

14.1 In the event that during the term the Demised Premises or any part thereof shall be damaged by fire, explosion, lightning or tempest, then the following provision shall have effect:

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- (a) the Lessor shall within 30 days of the date of the damage determined (the "Lessor's Determination") whether or not the damage is capable of being repaired with reasonable diligence within one hundred and eighty (180) days of the date of Lessor's Determination; and
- (b) in the event that the Lessor determines that the damage cannot be repaired with reasonable diligence within one hundred and eighty (180) days from the date of the Lessor's Determination then the term shall cease and be at an end to all intents and purposes from the date of the Lessor's Determination and the Lessee shall immediately surrender the same and yield up possession of the Demised Premises to the Lessor and no rent shall be payable from the time of the such surrender, and all rent prepaid at such time shall be repaid by the Lessor to the Lessee; or
- (c) in the event that the Lessor determines that the damage can be repaired with reasonable diligence within one hundred and eighty (180) days from the date of the Lessor's Determination and should the damage be such as to render the Demised Premises wholly unfit for occupancy then during the process of such repairs the rent hereby reserved shall not run or accrue after such damage and the Lessor shall repair the same with all reasonable speed, and the rental shall recommence immediately after such repairs shall be completed; or
- (d) in the event that the Lessor determines that the damage can be repaired with reasonable diligence within one hundred and eighty (180) days from the date of the Lessor's Determination and if the damage is such that the Demised Premises are capable of being partially used, then until such damage shall have been repaired the rent shall abate in the proportion (to be determined by the Lessor) that the part of the Demised Premises rendered unfit for occupancy bears to the whole of the Demised Premises.

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Liability of the Lessee

15.1 The Lessee shall indemnify the Lessor from all claims, suits, and actions of any kind for which the Lessor shall, or may become liable or suffer by reason of any breach, violation or non-performance by the Lessee of any covenant or provision hereof or by reason of any injury or death occasioned to or suffered by any person or persons or any property throughout any act, neglect or default by the Lessee or any of his agents, employees or Sub-Lessees.

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Limitation of Lessor's Liability

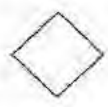
16.1 The Lessor shall not be liable or in any way responsible to the Lessee in respect of any loss, injury or damage suffered by the Lessee or its employees, invitees or licensees, or others unless resulting from the negligence of the Lessor. Unless resulting from the negligence of the Lessor, the Lessor shall not be liable for loss, injury or damage;

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- (a) to any property of the Lessee or others from theft, damage or any other cause;
- (b) caused to any persons or property by fire, explosion, falling plaster, escaping steam or gas, electricity, water, rain or snow or leaks from any part of the Building or from any pipes, appliances or plumbing work therein, or by dampness;
- (c) caused by other tenants or occupants or persons or the public in or about the Premises or other rentable premises or elsewhere in the Building, or caused by operations in the conduct of any private or public work;
- (d) of the nature of indirect or consequential loss, injury or damage of any nature whatsoever including without limitation matters affected by interruptions in the supply of water, electricity, heating, air conditioning and other utilities; or
- (e) required to be insured by the Lessee under the provisions of Clause 5.1.

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Remedies of Lessor and Lessee's Default

17.1 If the Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors or being an incorporated company and proceedings are begun to wind up or liquidate the said company, or in case of the non-payment of rent at the times herein provided, or in case the Demised Premises or any part thereof become vacant and unoccupied for a period of thirty days or be used by any other person or persons or for any other purpose than is hereinbefore provided without the written consent of the Lessor, this Lease shall, at the option of the Lessor, cease and be void and the term and the term thereby created expire and be at and end, anything hereinbefore to the contrary notwithstanding and the then current month's rent and three months additional rent shall thereupon immediately become due and payable and the Lessor may re-enter and take possession of the Demised Premises as though the Lessee or his servants or other occupants of the Demised Premises were holding over after the expiration of the said term, and the term shall be forfeited and void.

Proviso for Re-Entry by the Lessor

18.1 In the event that the Lessee fails to make payment of rent or fails to perform any of the covenants herein the Lessor shall serve written notice thereof upon the Lessee, and in the event that the Lessee does not correct such default within Five (5) days thereof, the Lessor shall have the right to enter into the Demised Premises to obtain possession thereof and the Lessee hereby waives all claims for damage to or loss of any of the Lessee's property caused by the Lessor in re-entering and taking possession of the Demised Premises. And no action taken by the Lessor in pursuance of this proviso whether under what are generally known as summary proceedings or otherwise shall be deemed to absolve or leave or discharge the Lessee from liability hereunder.

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18.2 - AIR CONDITION AND HEATER - HVAC ON THE ROOF. ALL COST OF REPAIRS AND MAINTENANCE TO BE PAID BY TENANT MAINTENANCE SHOULD BE DONE EVERY 4 MONTHS

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Holding Over

19.1 If the Lessee shall hold over and the Lessor shall accept rent after the expiration of the said term the new tenancy thereby created shall be a tenancy from month to month and not a tenancy form year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Distress

20.1 Notwithstanding the benefit of any present or future statute taking away or limiting the Lessors' right of distress, none of the goods and chattels of the Lessee on the Demised Premises at any time during the term shall be exempt from levy by distress for rent including additional rent, in arrears.

For Sale or Rent Signs

21.1 The Lessor may within three months before the termination of the term, place upon the Demised Premises a notice of reasonable dimensions and placed so as not to interfere with the Lessee's business, stating that the premises are for sale or to let; and the Lessee shall not remove such notice or permit it to be moved. The Lessor shall have the right to show the Demised Premises to prospective Lessees during reasonable hours during the last three months of the term.

No Waiver

22.1 The failure of the Lessor to insist upon strict performance of any of the covenants and provisos hereof shall not be deemed a waiver of any right or remedy that the Lessor may have or of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

Notices

23.1 Any notice herein provided for or given hereunder if given by the Lessor to the Lessee shall be sufficiently given if mailed as aforesaid addressed to the Lessee at 1712 WEST 4TH AVENUE, VANCOUVER B.C. or at such address as the Lessee may from time to time advise in writing. V6J 1M7

23.2 Any notice, request, or demand herein provided for or given hereunder, if given by the lessee to the Lessor shall be delivered to the Lessor at 1955 West 4th Avenue, Vancouver, British Columbia, V6J 1M7 or to such address as the Lessor may from time to time advise in writing.

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No Warranties, etc.

24.1 The Parties hereto agree that the whole contract and agreement between them is set forth herein, that the Lessee has leased the Demised Premises after examining the same, that no representations, warranties, or conditions have been made other than those expressed or implied herein and that no agreement collateral hereto shall be binding upon the parties unless it be made in writing and signed by them.

Net Lease




25.1 The Lessee acknowledges and agrees that this Lease shall be a completely net lease for the Lessor except as expressly herein set out and the Lessor shall not be responsible during the term hereof for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Demised Premises or the contents thereof and without limiting the generality of the foregoing, the Lessee shall be liable for the payment of all charges, impositions and expenses of every nature and kind related to the Demised Premises and the contents thereof and its proportionate share of Additional Rent and taxes as defined herein.



Subordination of Lease to Mortgage

26.1 The parties hereto agree that this Lease is subject and subordinate to all mortgages which now or hereafter during the term or any renewal hereof shall be registered in the Vancouver Land Title Office against the Demised Premises. The Lessee will execute promptly from time to time any assurances the Lessor may properly require to confirm this subordination with respect to any mortgage now or hereafter registered. Any such subordination to any such mortgage shall be on such terms that the Lessee is entitled to remain in possession of the Demised Premises while not in default hereunder under the same terms and conditions.

Binding Effect

27.1 This indenture and everything herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto, subject to the consent of the Lessor being obtained, as herein provided, to any assignment by the Lessee, and where there is more than one Lessor or Lessee or where the Lessor or Lessee is a male, female or a corporation, the provisos herein shall be read with all grammatical changes thereby rendered necessary. All covenants herein contained shall be deemed joint and several and all rights and powers reserved to the Lessor may be exercised by either the Lessor or his agents or representatives.

Initials   

Option to Renew

28.1 If the Lessee duly and regularly pays rent, keeps and performs all and every of the covenants, provisos and agreements herein on the part of the Lessee to be paid, kept and performed, the Lessor will at the expiration of the said term on the written request of the Lessee, mail to the Lessor not less than six (6) months nor more than nine (9) months prior to the expiration of the term hereof, grant to the Lessee a renewal lease of the Demised Premises for a further term of two (2) years with covenants in all respects similar to those in this Lease contained excluding the provisions as to the quantum of rent which shall be fixed or settled by mutual agreement, or alternatively determined by a single arbitrator in accordance with the provisions of the "Commercial Arbitration Act" of the Province of British Columbia and amendments thereto, the costs of such arbitration to be borne equally between the parties.



Guarantee of Lessee's Obligations

29.1 In order to induce the Lessor to enter into the Lease and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Guarantor hereby makes the following indemnity and agreements with and in favour of the Lessor.



The Guarantor, if more than one, hereby jointly and severally guarantees all obligations of the Lessee under this Lease and accordingly covenants and agrees with the Lessor that all the covenants, agreements and other obligations of the Lessee under this Lease shall be fully performed, such guarantee being upon the following terms:

- (a) The liability of the Guarantor to the Lessor shall be for all purposes as if the Guarantor was a primary obligor hereunder, and not merely sureties for the obligations of the Lessee, and the Lessor shall not be obliged to resort to or exhaust any recourse which they may have against the Lessee or any other person before being entitled to claim against the Guarantor;
- (b) No dealings between the Lessor and the Lessee of whatsoever kind whether with or without notice to the Guarantor, shall exonerate the Guarantor in whole or in part, and in particular, and without limiting the generality of the foregoing, the Lessor may modify or amend this Lease, grant any indulgence, release, postponement or extension of time, waive any covenant or provision of this Lease or any obligation of the Lessee, take or release any securities or other guarantees for performance by the Lessee, or otherwise deal with the Lessee, this Lease and any other persons as the Lessor may see fit without affecting, lessening or limiting in any way the liability of the Guarantor;
- (c) Any account settled or stated or any other settlement made between the Lessor and the Lessee, and any determination made pursuant to any provision of this Lease which is expressed to be binding upon the Lessee shall be binding upon the Guarantor;





Initials

- (d) The Guarantor shall make payment to the Lessor of any amount properly payable by the Lessee to the Lessor but unpaid upon demand, and shall upon demand perform any other obligations under this Lease which the Lessee failed to perform, and any demand made by the Lessor upon the Guarantor shall be deemed to have been effectually made if sent pursuant to the Notice provision of this Lease;
- (e) No assignment of this Lease, sublease or any other dealings therewith by the Lessee, whether with or without the consent of the Lessor, shall affect the guarantee; and
- (f) Nothing whatsoever except the performance in full of all the obligations of the Lessee under this Lease throughout the Term of this Lease and any extension thereof or overholding thereunder shall discharge the Guarantor of this guarantee.
- (g) In the event of termination of this Lease, other than surrender accepted by the Lessor, or in the event of disclaimer of this Lease pursuant to any statute, then on the written request of the Lessor, the Guarantor shall execute a new lease of the Premises between the Lessor as landlord and the Guarantor as tenant for a term equal in duration to the residue of the Term remaining unexpired at the date of such termination or such disclaimer. Such lease shall contain the Lessor's and Lessee's obligations respectively and the like covenants, provisos, agreements and conditions in all respects (including proviso for re-entry) as are contained in this Lease.
- (h) The Guarantor shall not be released or discharged of any liability hereunder by reason of the Lessee's obligation to pay rent or additional rent and is not limited or extinguished under any statute, law or regulation of British Columbia or Canada relating to bankruptcy or insolvency or the death of any Lessee or Guarantor.





The guarantee provided in this Clause 29.1 shall not be limited to the Term of this Lease and shall be applicable to any Renewal Term granted by Clause 28.1 of this Lease.

IN WITNESS WHEREOF this Lease has been executed the day and year first above written.

450617 B.C. Ltd.

by its authorized signatory(ies)

Per 

Landlord Authorized Signatory

DAVID SUKRAH
Name of Landlord





450617 BC LTD
1955 WEST 4TH AVE
VANCOUVER, B.C. V6J 1M7
TEL: 604-816-0169 FAX: 604-221-4252
dkitchencorner@gmail.com

Initials

MF (P)

SIGNED, SEALED and DELIVERED

Per: MF
Tenant Authorized Signatory

MATTHEW HARRY FRASER
Name of Tenant

SIGNED, SEALED and DELIVERED

Per: MF
Guarantor Authorized Signatory

MATTHEW HARRY FRASER
Name of Guarantor

SIGNED, SEALED and DELIVERED
in the presence of:

Name _____

Address _____

Occupation _____

Witness Signature

29.2 - SPACE "AS IT IS" AND "WHERE IT IS" CONDITION
TENANT TO DO ALL HIS IMPROVEMENTS
AT HIS OWN COST

29.3 - TENANT TO PAY DIRECT TO SUPPLIER
HYDRO (ELECTRICITY) ACCOUNT METER NO - 4413954
FORTIS B.C (GAS) ACCOUNT METER NO - W02806179

29.4 - ALL SIGNS ON WINDOWS AND AWNING AND DOOR
MUST BE PREAPPROVED BY THE LANDLORD IN WRITING.
AND CANNOT DISPLAY OR SHOW WORDS OR PICTURES
OF CANNABIS, WEEDS, DISPENSARY, SOCIETY.

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29.5 - TENANT NOT PERMITTED TO GROW ANY
PLANTS IN THE BUILDING

29.6 - TENANT WILL GIVE BACK EXIT TO DRONES at
1710 WEST 4TH
FOR EMERGENCY



LEONORAH MALLISTER
 ARCHITECT
 1000 WEST 4TH AVENUE
 VANCOUVER, BC V6H 1A1
 TEL: 604-681-1111
 WWW.LEONORAHMALLISTER.COM

THE MILL

PAGE 18 of 18

Scale: 1/8" = 1'-0"

Project: THE MILL - SALES CENTRE

Radius
Sales Centre

Sales Centre
Floor Plan

Architect: Leonorah Mallister
 Designer: [Name]
 Date: [Date]

ID-20.1

NAF

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1712 WEST
47th AVE

1716 WEST
47th AVE

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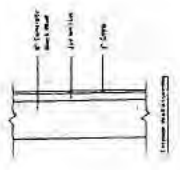
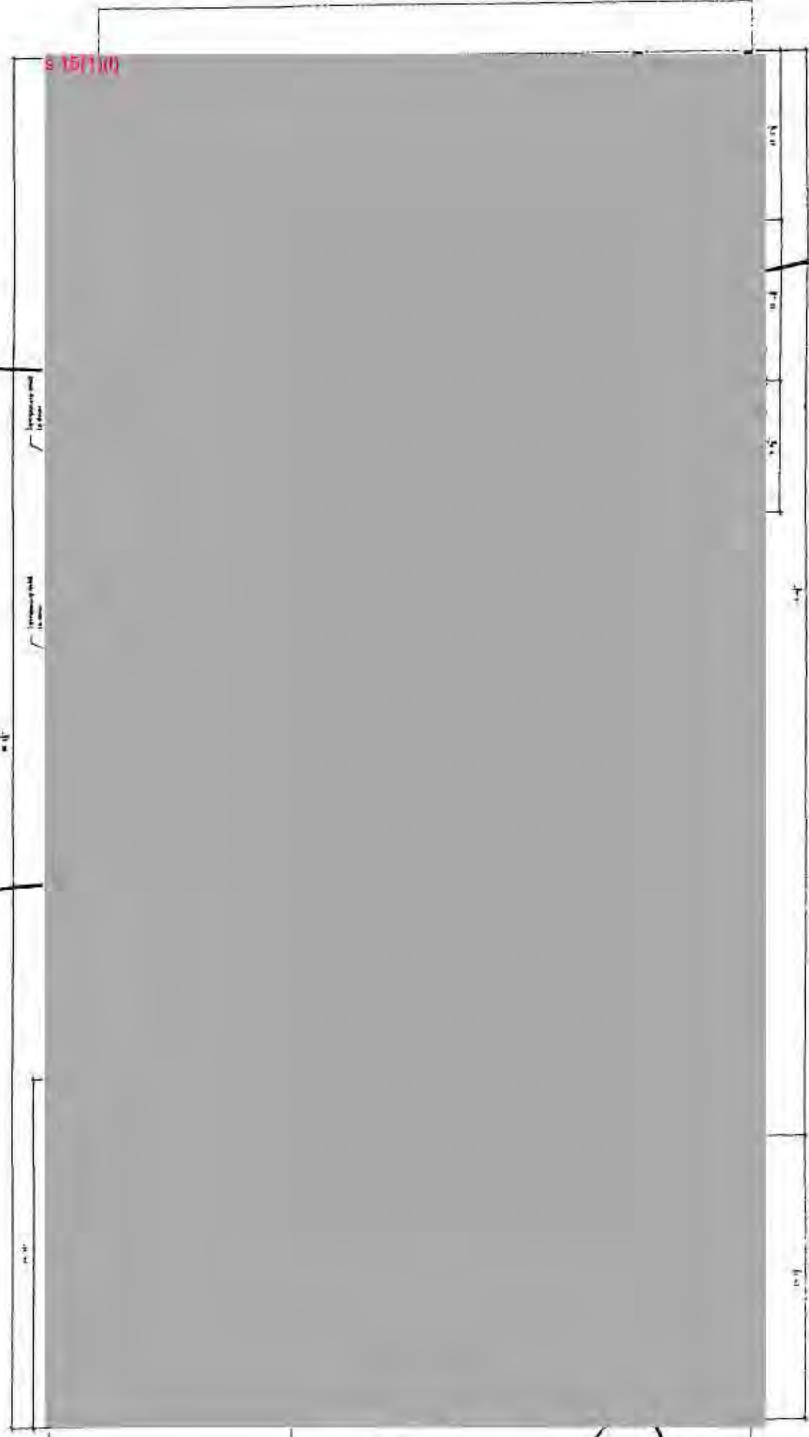
NAF

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1710 WEST 47th
Ave
DROPPES
PLUS
STORE

NAF

PS





IR Number	UI 57107	EN Number	EN 111876	Date of Inspection (yyyy/mm/dd)	2016/01/14
Main Address	1710 W 4th		Specifics and/or Suite #		
Secondary Address					
Tenant	Apollo Medical Centre		Number of Storeys	1	
Owner	PTY Owner : 450617 BC Ltd		Permit Number	DE419557 pending approval	
Agent			Approved Use of Building/Land	retail	
District Zone	C-7B		Present Use of Building/Land	MMRU	
Business License	pending				

Reason for Inspection Recheck - pending applications of approval for Bus. Lic. & DE419557

Narrative/Observations

An exterior inspection today revealed that this retail premises is open for business as an "MMRU". Marijuana products were for sale and on display. An Asian male in his late 20's to early 30's was in the premises behind a counter. A florescent and LED sign were advertising the hours of the business operation, "OPEN Monday to Sunday from 11:00am - 7:00pm".

DE419557 application was submitted on August 21, 2015 for "pre-app to change of use to medical marijuana related use" and is still pending approval.

A Planning & Development letter dated Oct 9, 2015 from John Greer states in part:

"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 license."

MMRU report of Oct 9, 2015 with photo's indicates no sign of business being open on that date. Therefore, they are to cease operating immediately and remove all materials related to this business within 7 days.

Note: See enforcement letter dated Dec. 10, 2015 for other By-Law infractions. (EN114455)

Requirements

Violation of Z&D & Bus. Lic By-laws.

Recommendations

Z&D and Bus. Lic. Order to the property owner and the business owner to cease operating this business in this premises **IMMEDIATELY** and remove all materials related to it within 7 days.

Photos Taken? Yes No

Date Report Made: January 21, 2016

John Tong
Inspector's Name

IR Number UI 57107 EN Number EN 111876 Date of Inspection (yyyy/mm/dd) 2016/01/14

For Manager or Supervisor Use Only

File: Approval / Use Enforcement Project / Permit

FYA to: Clint Hemstalk MMRU Z/D & License order to immediately close business & cease occupancy until all required approvals are obtained.

FYI to:

Sy Jung
Manager / Supervisor




Photo	Description
	Bus. Hours 11am - 7pm, Everyday.

Photo	Description
 A photograph showing the store front of Apollo Medical Cannabis Dispensary. The entrance features a glass door and a window. A green sign on the sidewalk reads "GREEN MEDICAL CANNABIS DISPENSARY". The word "APOLLO" is visible on the window.	Store front.
 A close-up photograph of the awning sign above the store front. The sign features a green logo consisting of four leaves and the word "APOLLO" in green capital letters.	Awning sign displaying the Business name.

October 9, 2015

Mr. Matthew Fraser
Apollo Medical Society

s.22(1)

Dear Mr. Fraser:

RE: Development Application Number DE419557

Your preliminary application for a medical marijuana-related retail use (MMRU) at 1710 West 4th Avenue (specific address: 1712 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.

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. <i>Has work been done on the business premises without a permit?</i>	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', written in a cursive style.

John Greer
Assistant Director

Att. (1)

PLEASE REFER TO:
M. Carstairs, Building Inspector
Investigations and Enforcement
Team at 604.873.7170
mike.carstairs@vancouver.ca
IR # IE11178 / EN # 114455

December 10, 2015

450617 B.C. Ltd.
502 - 1080 Howe Street
Vancouver, BC V6Z 2T1

Matthew Fraser
2503 - 565 Smithe Street
Vancouver, BC V6B 0E4

Diary? No...... Yes.....

To:.....

Date:..... Init: CH

EN #: 114455

Dear Sir/Madam:

RE: 1710 West 4th Avenue
Inspection Application No. IA-2015-00091
Preliminary Development Permit Application No. DE419557

An inspection of the above premises was carried out by the Building Inspector on November 3, 2015, in order to determine compliance with the Building By-law for the proposed occupancy as a medical marijuana-related retail use (MMRU).

The inspection revealed that the building had been altered without permits or approval, in contravention of the Zoning and Development By-law, the Building By-law and the Electrical By-law.

Work Without Permit:

1. Our records indicate that the approved use of 1710 West 4th is a sales presentation centre. However, this unit has been divided into three (3) separate retail units with additional addresses assigned to the unauthorized retail units, as follows:
 - 1710 West 4th Avenue - is the only valid address for this building; this unit is located in the northeast portion of the building and is currently occupied.
 - 1712 West 4th Avenue - is not an address that is recognized by the City; this unit is located in the northwest portion of the building and is currently unoccupied - this unauthorized retail unit is where the proposed MMRU unit would be if approved.
 - 1716 West 4th Avenue - is not an address that is recognized by the City; this unit is located at the rear of the building and is currently unoccupied.
2. A bathroom has been installed without permit in the unauthorized unit addressed as 1712 West 4th Avenue, to replace a previous storage room.
3. A wall and a door have been constructed at the rear of unit 1712 West 4th to separate it from the unit addressed as 1716 West 4th Avenue in the rear portion of this building.

A Building Permit and a Plumbing Permit will be required to rectify the above deficiencies whether or not the proposed retail use is approved. However, the City is prepared to postpone enforcement of the above work without permit until a decision has been made regarding your Development Permit application.

Next Steps:

Concurrent with this inspection process, your Development Permit application is being evaluated against the four declustering criteria defined in the License By-law. When the evaluation of your site is complete, you will receive another letter from the City with the next steps for your application.

If you have any questions about the declustering process, please contact Sarah Hicks, Deputy Chief Licence Inspector, at 604.873.7546.

Please note that because you were not operating a medical marijuana related retail business at the address of your application by October 9, 2015, you may not open before you obtain a Development Permit and a Business License.

The City has increased the frequency of inspections and any clustered applicants that open after October 9, 2015, will be subject to enforcement action.

Yours truly,



Mike Collister, Manager
Building Inspection Services

MC/ch

Copy: Mike Carstairs, Building Inspector
John Freeman, Project Facilitator
Phoebe Stewart, Project Coordinator

Copy: 450617 B.C. Ltd.
1955 West 4th Avenue
Vancouver, BC V6J 1M7

Folio: 640-120-88-0000
Civic: 1710 4TH AVE W
Size: 50 105 WIDTH/DEPTH

Pid: 015-243-524
Legal: LOT 18 BLOCK 248 PLAN VAP590 DISTRICT LOT 526
NEW WESTMINSTER EXCEPT PART IN PLAN 3863, LOT
17, BLOCK 248, PLAN VAP590, DISTRICT LOT 526, NEW
WESTMINSTER LAND DISTRICT.

Owner: 450617 BC LTD
1955 4TH AVE W
VANCOUVER BC V6J 1M7
(BW403327)



BC Company Summary
For
450617 B.C. LTD.

Date and Time of Search: October 15, 2015 12:11 PM Pacific Time
Currency Date: September 10, 2015

ACTIVE

Incorporation Number: BC0450617
Name of Company: 450617 B.C. LTD.
Recognition Date: Incorporated on July 09, 1993
Last Annual Report Filed: July 09, 2015
In Liquidation: No
Receiver: No

REGISTERED OFFICE INFORMATION

Mailing Address:
502 - 1080 HOWE STREET
VANCOUVER BC V6Z 2T1
CANADA
Delivery Address:
502 - 1080 HOWE STREET
VANCOUVER BC V6Z 2T1
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
502 - 1080 HOWE STREET
VANCOUVER BC V6Z 2T1
CANADA
Delivery Address:
502 - 1080 HOWE STREET
VANCOUVER BC V6Z 2T1
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
SARRAF, DAVID
Mailing Address:
1955 WEST 4TH AVENUE
VANCOUVER BC V6J 1M7
CANADA
Delivery Address:
1955 WEST 4TH AVENUE
VANCOUVER BC V6J 1M7
CANADA

OFFICER INFORMATION AS AT July 09, 2015

Last Name, First Name, Middle Name:

SARRAF, ALISHA

Office(s) Held: (Secretary)

Mailing Address:

1955 WEST 4TH AVENUE
VANCOUVER BC V6J 1M7
CANADA

Delivery Address:

1955 WEST 4TH AVENUE
VANCOUVER BC V6J 1M7
CANADA

Last Name, First Name, Middle Name:

SARRAF, REBECCA

Office(s) Held: (Vice President)

Mailing Address:

1955 WEST 4TH AVENUE
VANCOUVER BC V6J 1M7
CANADA

Delivery Address:

1955 WEST 4TH AVENUE
VANCOUVER BC V6J 1M7
CANADA

Last Name, First Name, Middle Name:

SARRAF, DAVID

Office(s) Held: (President)

Mailing Address:

1955 WEST 4TH AVENUE
VANCOUVER BC V6J 1M7
CANADA

Delivery Address:

1955 WEST 4TH AVENUE
VANCOUVER BC V6J 1M7
CANADA



Title Search Report

Title: BW403327

Printed: Dec. 7, 2015 11:57 AM

Application for registration received on: Aug. 31, 2004

Entered on: Sep. 29, 2004

Declared value: 517500

From Title: M4524

Taxation Authority: City of Vancouver

REGISTERED OWNERS IN FEE SIMPLE

450617 B.C. LTD.,

Inc. No: 450617

1955 WEST 4TH AVENUE

VANCOUVER, BC

V6J 1M7

PARCELS

Parcel Identifier: 015243516

Short Legal Description: S/590///248//17

Description of Land:

LOT 17, EXCEPT PART IN PLAN 3863, BLOCK 248 DISTRICT LOT 526 PLAN 590

LEGAL NOTATIONS

No legal notations

CHARGES

No recorded charges

* Caution -- all charges may not be shown or appear in order of priority

* Current information only -- no cancelled information shown

MMRU De-Cluster Evaluations

Cluster # 16

DE: DE419534

Date: 9-Mar-16

Applicant: Kelly Snow - Cannawide Dispensary

Location: 1864 W 4th

Reviewed By: Sarah Hicks

By-law Criteria	Evidence Used	Possible Demerits	Demerit Awarded
Non-Compassion Club	-Society Act Registration -Trade Association membership in CAMCD -Constitution and By-Laws for Society -Health Services, providers, qualifications and contact info	10	0
History of Complaints	>1 Complaint by >1 complainant in previous 12 months	2	0
Existing Work Without Permit	Special Inspection Report	3	0
History of poor business practice	-Location considered a problem premise By the VPD -Continued By-law infractions	4	0
Total		19	0
Notes:	Location is a society and provided all required documentation. At the time of inspection, the location was occupied by MMRU applicant and they were operational. There was work without permit that was confirmed to be completed before the MMRU applicant took possession of the property. There are no complaints on file. The VPD do not have any current concerns with the location or the applicant.		

CITY OF VANCOUVER

DATE ISSUED MAY 20, 2016		PERMIT TYPE DEVELOPMENT PERMIT REFUSAL				REFUSAL NUMBER R DE 419534	
LEGAL DESCRIPTION LOT 1 BLOCK 247 DISTRICT LOT 526 PLAN 20487					ADDRESS 1866 W 4TH AV		
ADDITIONAL ADDRESS INFORMATION					SPECIFICS 1864 W 4TH AV		
APPLICATION DATE AUG 21, 2015	PURPOSE CHANGE USE	PROJECT VALUE	ASSESSED VALUE	PLANS 1	METRIC NO	PLACE NAME	
TEMPORARY BUILDING DATES		TEMPORARY USE DATES		SUBTYPE			
COMPLEXITY 020 C/E/R/S CHG USE					CO-ORDINATE		
APPLICANT NON-PROFIT ASSN CANNAWISE HEALTHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4			CONTACT 2 INVOICE REFERENCE CANNAWISE HELATHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4		CONTACT 3		
TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		

THE APPLICATION SUBMITTED WITH PLANS TO:

Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use.

AND IS REFUSED FOR THE FOLLOWING REASONS:

009 The proposed use is unsatisfactory at this location.

PROPOSED USE	SPECIFICS/LOCATION	AREA (SF)	OCC	PROPOSED USE	SPECIFICS/LOCATION	AREA (SF)	OCC
R55 MED MARIJUANA-REL							
ITEM	SPECIFICS/REFERENCE	QTY/AMT		ITEM	SPECIFICS/REFERENCE	QTY/AMT	
0040 PROCESSED THROUGH	32 PROC CTR -MGR DE			0080 ZONE	2032 C-2B		
0041 BY-LAW PROVISION	C CONDITIONAL			0089 WEATHER PROTECTION	WP01 WEATHER PROTECTION		

ADDITIONAL NOTES:

965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.

ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL. APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.

FEE	AMOUNT	FEE	AMOUNT	SIGNED BY	CANNAWISE HEALTHY WELLNESS		
200 DEV SCHED 9	100.00					DATE	SEE INFORMATION SHEET
						HANDLED BY	K PRINGLE
						FOR THE	DIRECTOR OF PLANNING & DEV
INVOICE #: 785966		TOTAL			\$100.00		

BUILDING PERMIT APPLICATION NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING

An application for a Building Permit has not been completed within 6 months after the date of filing, or within 6 months of the last substantial activity with respect to the application, the application shall be deemed to have lapsed.

The City Building Inspector may refuse to issue any Building Permit

- (a) whenever information submitted is inadequate to determine compliance with the provisions of the Building By-law,
- (b) whenever incorrect information is submitted,
- (c) that would authorize any building work or occupancy that would not be permitted by the Building By-Law, or
- (d) that would be prohibited by any other by-law, act or regulation.

DEVELOPMENT PERMIT NOTICE

1. The issuance of this development permit does not absolve the owner or applicant from compliance with all relevant City by-laws, or from obtaining all other required City permits such as building, plumbing, gas, electrical, boulevard and sidewalk crossing (street occupancy), sewer and water, etc.
2. The Director of Planning may, without requiring a new development permit application, approve amendments of a minor nature to the development as approved by this permit. See the Zoning and Development By-law for further information.
3. This development permit is valid for 12 months only from the date issued unless the development as approved shall have meantime commenced, or a building permit has been issued and is unexpired in which case the Development Permit is valid for 24 months only from the date issued. For Extensions or Renewals see the Zoning and Development By-law.

FOR FURTHER INFORMATION - Please enquire at:
 Enquiry Centre
 Community Services Group - Development Services
 East Wing, City Hall
 Vancouver, B.C.
 Tel: 604-873-7611

BUILDING PERMIT NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING:

For information on limitation on times of work in which noise is created, see the Noise By-law or contact the Licenses & Inspections Department of the Community Services Group.

The Building Permit Job Card must be posted on the job and plans stamped with the Development Services Department Approval must be on site and available to the City Building Inspector at the time of each inspection. No deviation from the plans or Building Permit shall be made without the written approval of the City Building Inspector.

It is the owner's responsibility to establish the property lines of the site; the City Building Inspector may, if he deems it necessary, require the owner to furnish a survey of the site certified by a British Columbia Land Surveyor.

BUILDING PERMIT NOTICE continued

- The City Building inspector may revoke a Building Permit if
- (a) there is a contravention of any condition under which the Building Permit was issued,
 - (b) the Building Permit was issued in error, or
 - (c) the Building Permit was issued on the basis of incorrect information.

A Building Permit shall expire and the right of an owner under the Building Permit shall terminate if

- (a) the work authorized by the Building Permit is not commenced within 6 months from the date of issuance of the Building Permit and actively carried out thereafter, or
- (b) work is suspended for a period of 6 months.

No Building Permit fees or part thereof paid to the City shall be refunded if

- (a) construction authorized by a Building Permit has commenced, or
- (b) the Building Permit has expired or lapsed.

Office Use				Notes			
ENGINEERING DEPARTMENT							
			SITE DIMENSIONS				
SENT TO ENG DEPT	DATE	TIME					
COMMENTS RETURNED TO DS DEPT	DATE	TIME					
DEVELOPMENT PERMIT - HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>			COMMENTS				
ENGINEERING DEPT - DO NOT HOLD IN ENGINEERING DEPT FOR BUILDING PERMIT HOLD ONLY							
BUILDING PERMIT - HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>			DEVELOPMENT PERMIT - HOLD, SEE MEMO				
DATE CLEARED	SIGNATURE						
ZONING							
ITEM	REMARKS	INITIALS	DATE				
REZONING							
SUBDIVISION							
STUDY AREAS							
ENTERED ON INDEX MAP							
INDEX MAP NO							
BY							
PLANNING DEPARTMENT - NEW SUBDIVISION ONLY							
PERMIT HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>			DATE CLEARED				
(HOLD UNTIL NEW SUBDIVISION REGISTERED IN LAND TITLES OFFICE)			SIGNATURE				
REGISTRATION NO _____							

CITY OF VANCOUVER

DATE ISSUED MAY 20, 2016		PERMIT TYPE DEVELOPMENT PERMIT REFUSAL				REFUSAL NUMBER R DE 419534	
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ADDITIONAL ADDRESS INFORMATION					SPECIFICS 1864 W 4TH AV		
APPLICATION DATE AUG 21, 2015	PURPOSE CHANGE USE	PROJECT VALUE	ASSESSED VALUE	PLANS 1	METRIC NO	PLACE NAME	
TEMPORARY BUILDING DATES		TEMPORARY USE DATES		SUBTYPE			
COMPLEXITY 020 C/E/R/S CHG USE					CO-ORDINATE		
APPLICANT NON-PROFIT ASSN CANNAWISE HEALTHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4			CONTACT 2 INVOICE REFERENCE CANNAWISE HELATHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4		CONTACT 3		
TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		

PST0200101 REVISED FEB/08

THE APPLICATION SUBMITTED WITH PLANS TO:

Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use.

AND IS REFUSED FOR THE FOLLOWING REASONS:

009 The proposed use is unsatisfactory at this location.

PROPOSED USE	SPECIFICS/LOCATION	AREA (SF)	OCC	PROPOSED USE	SPECIFICS/LOCATION	AREA (SF)	OCC
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ITEM	SPECIFICS/REFERENCE	QTY/AMT		ITEM	SPECIFICS/REFERENCE	QTY/AMT	
0040 PROCESSED THROUGH	32 PROC CTR -MGR DE			0080 ZONE	ZO32 C-2B		
0041 BY-LAW PROVISION	C CONDITIONAL			0089 WEATHER PROTECTION	WP01 WEATHER PROTECTION		

PROCESSED BY: APPLICATION TAKEN BY P STEWART
PERMIT AUTHORIZED BY J GREER

APPLICATION TYPED BY K PRINGLE
REFUSAL ISSUED BY K PRINGLE

ADDITIONAL NOTES:

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COMMENTS :

FEE	AMOUNT	FEE	AMOUNT	DEPARTMENT	PLANNING DEPT
200 DEV SCHED 9	100.00			ATTENTION	FILE
				REASON	FILE
INVOICE : 785966		TOTAL			
		\$100.00			

BUILDING PERMIT APPLICATION NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING:

An application for a Building Permit has not been completed within 6 months after the date of filing, or within 6 months of the last substantial activity with respect to the application, the application shall be deemed to have lapsed.

The City Building Inspector may refuse to issue any Building Permit.

- (a) whenever information submitted is inadequate to determine compliance with the provisions of the Building By-law,
- (b) whenever incorrect information is submitted,
- (c) that would authorize any building work or occupancy that would not be permitted by the Building By-Law, or
- (d) that would be prohibited by any other by-law, act or regulation.

DEVELOPMENT PERMIT NOTICE

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2. The Director of Planning may, without requiring a new development permit application, approve amendments of a minor nature to the development as approved by this permit. See the Zoning and Development By-law for further information.
3. This development permit is valid for 12 months only from the date issued unless the development as approved shall have meantime commenced, or a building permit has been issued and is unexpired in which case the Development Permit is valid for 24 months only from the date issued. For Extensions or Renewals see the Zoning and Development By-law.

FOR FURTHER INFORMATION - Please enquire at:

Enquiry Centre
Community Services Group - Development Services
East Wing, City Hall
Vancouver, B.C.
Tel: 604-873-7611

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BUILDING PERMIT NOTICE continued

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- (a) there is a contravention of any condition under which the Building Permit was issued,
- (b) the Building Permit was issued in error, or
- (c) the Building Permit was issued on the basis of incorrect information.

A Building Permit shall expire and the right of an owner under the Building Permit shall terminate if

- (a) the work authorized by the Building Permit is not commenced within 6 months from the date of issuance of the Building Permit and actively carried out thereafter, or
- (b) work is suspended for a period of 6 months.

No Building Permit fees or part thereof paid to the City shall be refunded if

- (a) construction authorized by a Building Permit has commenced, or
- (b) the Building Permit has expired or lapsed.

Office Use			Notes	
ENGINEERING DEPARTMENT				
SENT TO ENG DEPT	DATE	TIME	SITE DIMENSIONS	
COMMENTS RETURNED TO DS DEPT	DATE	TIME		
DEVELOPMENT PERMIT - HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>				
ENGINEERING DEPT - DO NOT HOLD IN ENGINEERING DEPT FOR BUILDING PERMIT HOLD ONLY				
BUILDING PERMIT - HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>			COMMENTS	
DATE CLEARED			DEVELOPMENT PERMIT - HOLD, SEE MEMO	
SIGNATURE				
ZONING				
ITEM	REMARKS	INITIALS	DATE	
REZONING				
SUBDIVISION				
STUDY AREAS				
ENTERED ON INDEX MAP				
INDEX MAP NO				
BY				
PLANNING DEPARTMENT - NEW SUBDIVISION ONLY				
PERMIT (HOLD UNTIL NEW SUBDIVISION REGISTERED IN LAND TITLES OFFICE)			DATE CLEARED	
HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>				
REGISTRATION NO _____			SIGNATURE	

DE419534: DEVELOPMENT APPLICATION

Section

INTERNAL NOTES

007 ***** PCT SUMMARY REPORT ***** NOTES

NOTE TO APPROVAL AUTHORITY

RECOMMENDATION TO: J. Greer ON: 05/20/16 BY: K. Pringle SIGNATURE;
DEALT WITH BY: AD DRB on behalf of DOP ON: 05/20/16 BY: J. Greer SIGNATURE;
RECOMMENDATION SUMMARY: REFUSAL of this preliminary application for change of use to Medical Marijuana
Related use.
REASON(S) FOR REFUSAL: Unsuccessful at declustering draw.

End of report

DEVELOPMENT APPLICATIONS GROUP

- TO: ASSISTANT DIRECTOR, PC-D
 MANAGER, PC-D
 MANAGER, ENQUIRY CENTRE
 HOUSING REVIEW

HERITAGE ALTERATION PERMIT

SIGNATURE/INITIALS DATE

FROM: KYLE PRINGLE
ADDRESS: 1866 W 4th AVE

DATE: MAY 20/16
DE #: 419534

TO: SUPPORT GROUP (Initials/Date)	TO: PC (Initials/Date)
	<u>KJ - MAY 20/16</u>
COMMENTS:	

DE419534: DEVELOPMENT APPLICATION

Section

PERMIT ADDRESS : 1866 W 4TH AV Status: OPEN GENERAL
 Specific address : 1864 W 4TH AV Opened: AUG 21, 2015
 Place name :

Addressing data :
 Co-ordinate :
 Legal description: LOT BLOCK PLAN DIST

Project value : \$0 Purpose to : 014 CHANGE USE
 Assessed value : \$0 Subtype :

Temporary bldg : to Temporary use: to

Complexity : 020 C/E/R/S CHG USE Sets of plans : 1 METRIC?
 Signature on: I INFORMATION SHEET Nbr of bldgs : 1

Preliminary development permit application to change the use of this space to PROJECT DESCRIPTION
 Medical Marijuana Related-Use.

1 : CANNAWISE HEALTHY WELLNESS APPLICANT 09 NON-PROFIT ASSN CONTACTS
 SOCIETY C/O KELLY SNOW
 304-68 WATER STREET Bus lic acct: Tel:
 VANCOUVER BC V6B1A4 Certificate : Fax:

2 : CANNAWISE HELATHY WELLNESS Contact 2 is: 20 INVOICE REFERENCE
 SOCIETY C/O KELLY SNOW
 304-68 WATER STREET Bus lic acct: Tel:
 VANCOUVER BC V6B1A4 Certificate : Fax:

Signed by : 1 NON-PROFIT ASSN Job Contact :
 Last invoice: 1 NON-PROFIT ASSN Mail to :

Use code	Use Specifics/location	Occ class	By-law (SF)	Existing (SF)	Proposed (SF)	USES
R55	MED MARIJUNA-REL					

Item	Specifics/Remarks	By-law (I)	Existing (I)	Proposed (I)	UM	ITEMS
0002	BUILDING TYPE					
0040	PROCESSED THROUGH 32 PROC CTR -MGR DE					
0041	BY-LAW PROVISION C CONDITIONAL					
0080	ZONE Z032C-2B					
0089	WEATHER PROTECTIONWP01WEATHER PROTECTION					

DE419534: DEVELOPMENT APPLICATION

Section

Date	Trx	Invoice	Fee	Calculation	FEEs
entered	typ	number	code	based on	\$ Amount
2015082	EXC	785966	200 DEV SCHED 9		100.00
2015082	PAY	785966			100.00-

REASON FOR REFUSAL NOTES

~~002 The proposed development does not comply with the regulations of the Zoning & Development By-law that affect the site.~~
 009 The proposed use is unsatisfactory at this location.

CUSTOMER INFORMATION

965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.
 ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL.
 APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.

INTERNAL NOTES

007 ~***** PCT SUMMARY REPORT *****~

NOTE TO APPROVAL AUTHORITY

RECOMMENDATION TO: J. Greer ON: 05/20/16 BY: K. Pringle SIGNATURE;
 DEALT WITH BY: AD DRB on behalf of DOP ON: 05/20/16 BY: J. Greer SIGNATURE;
 RECOMMENDATION SUMMARY: REFUSAL of this preliminary application for change of use to Medical Marijuana Related use.
 REASON(S) FOR REFUSAL: Unsuccessful at declustering draw.

	PROCESSED BY
01 APPLICATION TAKEN BY P STEWART	
02 APPLICATION TYPED BY K PRINGLE	
03 PERMIT AUTHORIZED BY J GREER	

Req Review/Inspection for activity group	Dist rict	Department/branch responsible	Current status	Date open	Date complete	ACTIVITIES
--	-----------	-------------------------------	----------------	-----------	---------------	------------

01 PERMIT GENERAL		DEVELOPMENT SERVCS	01 OPEN	15AUG21		
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15AUG21 P STEWART	001 OPEN APPLICATION
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APP AD ADDRESSING REVIEW	ADDRESSING	12 NOT REQD	15AUG21	16MAY20
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15AUG21 P STEWART	060 OPEN GROUP
16MAY20 K PRINGLE	072 GROUP NOT REQUIRED

2016/05/20 09.12.29
PSA702.00 PSR702

<= Permits PRISM Properties =>
Permit Profile
MAY 20, 2016

City of Vancouver
for CGB58
Page 3

DE419534: DEVELOPMENT APPLICATION

Section

Req Review/Inspection for activity group	Dist rict	Department/branch responsible	Current status	Date open	Date complete	ACTIVITIES
APP 06 PROC CNTR DEV REVW		PROC CENTRE - DEV	11 REJECTED	16MAY20	16MAY20	
16MAY20 K PRINGLE	066	REJECT FOR PERMIT				
16MAY20 K PRINGLE	060	OPEN GROUP				
APP 08 PROC CNTR BLDG RVW		PROC CENTRE - BLDG 12	NOT REQD	15AUG21	16MAY20	
15AUG21 P STEWART	060	OPEN GROUP				
16MAY20 K PRINGLE	072	GROUP NOT REQUIRED				
APP 19 DEV COST LEVY REVW	DE14	BY-LAW ADMIN	12 NOT REQD	15AUG21	16MAY20	
15AUG21 P STEWART	060	OPEN GROUP				
16MAY20 K PRINGLE	072	GROUP NOT REQUIRED	45	CANCELLED		

End of permit

End of report

C-2B District Schedule

1 Intent

The intent of this Schedule is to provide for a wide range of goods and services, to maintain commercial activities and personal services that require central locations to serve larger neighbourhoods, districts or communities and through discretionary approvals, to encourage good design and proper utilization of the land.

2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted in this District and shall be issued a permit.

2.2 Uses

- 2.2.A
- Accessory Buildings customarily ancillary to any of the uses listed in this Schedule, provided that:
 - (a) no accessory building exceeds 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and the ridge of a gable, hip or gambrel roof, provided that no portion of an accessory building may exceed 4.6 m in height;
 - (b) all accessory buildings are located in the rear yard and in no case are less than 3.1 m from the ultimate centre line of any rear or flanking lane;
 - (c) the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 15 percent of the total area of the site;
 - (d) not applicable; [Maximum width]
 - (e) not applicable; [Proximity to residential dwelling]
 - (f) no accessory building obstructs the horizontal daylight access prescribed in this Schedule for residential use.
 - Accessory Uses customarily ancillary to any of the uses listed in this section, provided that unless permitted as an outright approval use pursuant to section 2 of this Schedule, the total floor area of all accessory uses is not greater than 25 percent of the gross floor area of the principal use.
- 2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event.
- 2.2.RT [Retail]
- Grocery or Drug Store except for Small-scale Pharmacy.
 - Retail Store.
- 2.2.SV [Service]
- Barber Shop or Beauty Salon.
 - Beauty and Wellness Centre.
 - Laundromat or Dry Cleaning Establishment.
 - Photofinishing or Photography Studio.
 - Repair Shop - Class B.

2.3 Conditions of Use

2.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

- (a) parking and loading facilities;
- (b) display of flowers, plants, fruits and vegetables.

3 Conditional Approval Uses

3.1 Subject to all other provisions of this By-law, including section 3.3.3, and the provisions and regulations of this Schedule the Development Permit Board may approve any of the uses listed in section 3.2, subject to the conditions of section 3.3, and including such other conditions as it may decide, provided that it first considers:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (b) the submission of any advisory group, property owner or tenant; and
- (c) the amount of open space, plazas and landscaping being provided and the impact of the development on the character of the community.

3.2 Uses

3.2.A • Accessory Uses to any of the uses listed in this Schedule, subject to the same provisions as section 2.2.A of this Schedule.

3.2.AG [Agricultural]

- Urban Farm - Class B, subject to the provisions of section 11.30 of this By-law.

3.2.C [Cultural and Recreational]

- Artist Studio, subject to the provisions of section 11.18 of this By-law.
- Billiard Hall.
- Bowling Alley.
- Club.
- Community Centre or Neighbourhood House.
- Fitness Centre.
- Hall.
- Library.
- Museum or Archives.
- Park or Playground.
- Rink.
- Swimming Pool.
- Theatre.
- Zoo or Botanical Garden.

3.2.D • Deposition or extraction of material so as to alter the configuration of the land.

3.2.DW [Dwelling]

- Dwelling units in conjunction with any of the uses listed in this Schedule except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion.
- Multiple Dwelling, provided that the Development Permit Board is of the opinion that the site is suitable for residential use.

- Multiple Conversion Dwelling, resulting from the conversion of a building which was in existence prior to June 18, 1956, provided that:
 - (a) before making a decision the Development Permit Board shall consider the quality and livability of the resulting units, the suitability of the building for conversion in terms of age and size, and the effect of the conversion on adjacent properties and the character of the area; and
 - (b) building additions shall not be permitted.
- Principal Dwelling Unit combined with a Lock-off Unit in conjunction with any of the uses listed in this schedule, except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width may be used for residential purposes unless the purpose is for entrances to the residential portion.
- Principal Dwelling Unit combined with a Lock-off Unit in a Multiple Dwelling if the Development Permit Board is of the opinion that the site is suitable for residential use.
- Residential Unit associated with and forming an integral part of an artist studio, subject to the provisions of section 11.19 of this By-law.
- Seniors Supportive or Assisted Housing, subject to section 11.17 of this By-law.

3.2.1 [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Church.
- Detoxification Centre.
- Hospital.
- Public Authority Use.
- School - Elementary or Secondary.
- School - University or College.
- Social Service Centre.
- Community Care Facility – Class B, subject to the provisions of section 11.17 of this By-law.
- Group Residence, subject to the provisions of section 11.17 of this By-law.

3.2.M [Manufacturing]

- Clothing Manufacturing.
- Miscellaneous Products Manufacturing - Class B.
- Printing and Publishing.
- Textile or Knit Goods Manufacturing.

3.2.O [Office]

- Office Uses.

3.2.P [Parking]

- Parking Uses.

3.2.R [Retail]

- Farmers' Market, subject to the provisions of Section 11.21 of this By-law. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
- Furniture or Appliance Store.
- Gasoline Station - Full Serve, subject to the provisions of section 11.10 of this By-law.
- Gasoline Station - Split Island, subject to the provisions of section 11.10 of this By-law.
- Liquor Store.
- Medical Marijuana-related Use, subject to the provisions of section 11.28 of this By-law.
- Pawnshop.

- Public Bike Share.
- Secondhand Store.
- Small-scale Pharmacy, subject to the provisions of section 11.22 of this By-law.
- Vehicle Dealer.

3.2.S [Service]

- Animal Clinic.
- Auction Hall.
- Bed and Breakfast Accommodation, subject to the provisions of section 11.4 of this By-law.
- Catering Establishment.
- Funeral Home.
- Motor Vehicle Repair Shop.
- Motor Vehicle Wash.
- Neighbourhood Public House.
- Print Shop.
- Restaurant - Class 1.
- School - Arts or Self-Improvement.
- School - Business.
- School - Vocational or Trade.
- Sign Painting Shop.

3.2.U [Utility and Communication]

- Public Utility.
- Radiocommunication Station.
- Recycling Depot.

3.2.W [Wholesale]

- Wholesaling - Class A.
- Wholesaling - Class B.

- ### 3.2.Z
- Any other use which is not specifically listed and defined as a use in section 2 of this By-law but which the Development Permit Board considers comparable in nature to the uses listed in this Schedule, having regard to the intent of this District Schedule.

3.3 Conditions of Use

3.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
- (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
- (c) restaurant;
- (d) neighbourhood public house;
- (e) farmers' market;
- (f) public bike share; and
- (g) Urban Farm - Class B.

3.3.2 • Manufacturing Uses shall only be permitted subject to the following:

- (a) the total floor area in manufacturing use does not exceed 300 m²;
- (b) except for entrances to the manufacturing portion and display features which, in the opinion of the Development Permit Board, benefit pedestrian character, that portion of the first storey of a building to a depth of 4.5 m from the front wall of the building and extending across its full width shall be used for ancillary retailing purposes, unless the applicant can demonstrate, to the satisfaction of the

- Development Permit Board, that the site is located in a block predominantly developed with auto-oriented retailing or general business commercial uses and that deletion of the required retailing would not adversely affect adjacent uses; and
- (c) before granting a permit the Development Permit Board shall first be satisfied that there will be no undue adverse effect on uses within the building or on an abutting site.

4 Regulations

All uses approved under sections 2 and 3 of this District Schedule shall be subject to the following regulations.

4.1 Site Area -- Not Applicable.

4.2 Frontage

The maximum frontage for any commercial use shall be 15.3 m.

4.3 Height

4.3.1 The maximum height of a building shall be 12.2 m except that in the case of a site fronting on a street running east and west, no portion of a building shall extend above an envelope formed by a vertical line measuring 7.3 m in height at the north property line and a plane formed by an angle of 30 degrees measured from the horizontal and having its vertex at the maximum building height permitted at the north property line.

4.3.2 The Director of Planning or the Development Permit Board, as the case may be, may permit an increase in the maximum height of a building to a height not exceeding 15.3 m with respect to any development and may permit a building which exceeds the envelope, provided he first considers:

- (a) the height, bulk and location of the building and its effect on the site, surrounding buildings and streets, and existing views;
- (b) the amount of open space, including plazas, and the effects of overall design on the general amenity of the area;
- (c) the intent of this Schedule, all applicable policies and guidelines adopted by Council and the relationship of the development with nearby residential areas; and
- (d) the submission of any advisory group, property owner or tenant.

4.4 Front Yard and Setback

4.4.1 For any use listed in Section 2.2, a front yard shall not be permitted and a front setback shall only be permitted where a pedestrian or shopping courtyard or other features benefitting pedestrian character are provided, or where otherwise required by this By-law.

4.4.2 A setback of 1.2 m from the front property line shall be required for any parking area.

4.5 Side Yards and Setback

4.5.1 No side yard shall be required except where the site adjoins, without the intervention of a lane, a site located in an R district, in which case the following side yard requirements shall apply:

- (a) where the adjoining site is in an RM district, a side yard with a minimum width of 1.5 m shall be provided adjoining the RM district;
- (b) in all other cases, a side yard with a minimum width of .9 m shall be provided, except in the case of a corner site in which case an exterior side yard need not be provided.

4.5.2 Where a side yard is provided, although not required, the minimum provisions of section 4.5.1 shall apply.

- 4.5.3 In the case of a corner site, a setback of 1.2 m from the side property line abutting the flanking street shall be required for any parking area.

4.6 Rear Yard and Setback

- 4.6.1 A rear yard with a minimum depth of 3.1 m shall be provided, except that where the rear of the site abuts a lane, this required minimum depth shall be decreased by the lane width between the rear property line and the ultimate centre line of the lane.
- 4.6.2 Where any portion of a building contains residential uses, that portion shall be set back a minimum of 7.6 m from the rear property line across the full width of the building, except that where the rear of the site abuts a lane, this required minimum setback shall be decreased by the lane width between the rear property line and the ultimate centre line of the lane.

4.7 Floor Space Ratio

- 4.7.1 The floor space ratio shall not exceed 1.50 in the case of a site used for purely residential uses, and in all other cases 2.50 to be distributed as follows:
- uses listed in sections 2.2 and 3.2, but excluding residential uses, to a maximum floor space ratio of 1.00 on the ground or first floor;
 - uses listed in sections 2.2 and 3.2, but excluding residential uses, to a maximum floor space ratio of 0.50 on the second floor;
 - residential uses to a maximum floor space ratio of 1.00 if section (b) above has been employed, or 1.50 if section (b) has not been employed, on the second or higher floors; and for the purposes of the computation of floor space ratio, an artist studio and the associated residential unit shall be considered a residential use.
- 4.7.2 The following shall be included in the computation of floor space ratio:
- all floors of all buildings including accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building.
- 4.7.3 The following shall be excluded in the computation of floor space ratio:
- open residential balconies and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed eight percent of the residential floor area being provided;
 - patios and roof gardens, for residential purposes only, provided that the Director of Planning first approves the design of sunroofs and walls;
 - where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which:
 - are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
 - are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length.
 - child day care facilities to a maximum floor area of 10 percent of the permitted floor area, provided the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood; and
 - all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

- 4.7.4 The Director of Planning may permit the following to be excluded in the computation of floor space ratio:
- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions does not exceed eight percent of the residential floor area being provided; and
 - (ii) no more than fifty percent of the excluded balcony floor area may be enclosed.
- 4.8 **Site Coverage -- Not Applicable.**
- 4.9 **[Deleted -- see Parking By-law.]**
- 4.10 **Horizontal Angle of Daylight**
- 4.10.1 Each habitable room must have at least one window on an exterior wall of a building.
- 4.10.2 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, will encounter no obstruction over a distance of 24.0 m.
- 4.10.3 The plane or planes referred to in section 4.10.2 must be measured horizontally from the centre of the bottom of each window.
- 4.10.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than 3.7 m.
- 4.10.5 An obstruction referred to in section 4.10.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any adjoining site.
- 4.10.6 A habitable room referred to in section 4.10.1 does not mean:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

5 Relaxation of Regulations

- 5.1 The Development Permit Board or the Director of Planning, as the case may be, may relax the maximum height, floor area and location regulations for accessory buildings and accessory uses except that the relaxed height shall not, in any event, exceed the maximum prescribed in section 4.3.1 nor the floor space exceed 33 $\frac{1}{3}$ percent of the gross floor area of the principal use.
- 5.2 The Development Permit Board or the Director of Planning, as the case may be, may relax the maximum frontage regulation in section 4.2, provided that a pedestrian amenity area such as a courtyard or resting area is provided, or where pedestrian interest is otherwise maintained and provided he first considers all applicable policies and guidelines adopted by Council.

5.3 The Development Permit Board or the Director of Planning, as the case may be, may relax any of the regulations of this Schedule for the following developments:

- (a) dwelling units in conjunction with any of the uses listed in this Schedule and residential units associated with and forming an integral part of an Artist Studio, except that the 10.7 m non-residential setback shall not be relaxed;
- (b) office uses,

provided that in determining the amount of any relaxation that may be permitted, the Development Permit Board or the Director of Planning, as the case may be, shall consider, where applicable, the amount and quality in the provision of:

- (i) landscaping;
- (ii) usable resident open space provided by balconies, decks, roof gardens and courtyards;
- (iii) individual dwelling units and residential units associated with and forming an integral part of an Artist Studio; and
- (iv) light and air available to individual dwelling units and residential units associated with and forming an integral part of an Artist Studio.

5.4 The Development Permit Board or the Director of Planning, as the case may be, may relax the use conditions of sections 2.3.1 and 3.3.1 to permit the outdoor display of retail goods, and may include such other conditions as he deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule.

- 11.26.2 The site must be within 100 metres of the development project to which the Temporary Sales Office relates.
- 11.26.3 The site must be located on an arterial or major street, which generally have two or more lanes of travel in each direction and are usually designated as truck and bus routes.
- 11.26.4 The site must be more than 800 metres from a commercial district, except that the Director of Planning may permit the use closer to a commercial district if the applicant can demonstrate that suitable commercial vacancy opportunities are not available.
- 11.26.5 The Director of Planning must consider the submission of any advisory group, property owner or tenant and all applicable policies and guidelines adopted by Council.
- 11.26.6 The site must be fully restored to its original condition immediately following the expiration of a development permit.

11.27 Micro dwelling

- 11.27.1 A micro dwelling must be part of a development which has a covenant or housing agreement registered against title restricting its use to secured market rental housing or social housing, for the longer of 60 years or the life of the building.
- 11.27.2 The floor area of a micro dwelling must be at least 29.7 m², except that the Director of Planning or the Development Permit Board may relax the permitted floor area of a micro dwelling to a minimum of 23.2 m² if:
 - (a) the Director of Planning or the Development Permit Board first considers all applicable Council policies and guidelines; and
 - (b) the micro dwelling is part of a development which has a covenant or housing agreement registered against title restricting its use to secured market rental housing or social housing, for the longer of 60 years or the life of the building.
- 11.27.3 A micro dwelling is only permitted in:
 - (a) the area of the FC-1 District north of National Avenue;
 - (b) the area of the RT-3 and RM-3A districts located north of Venables Street, Malkin Avenue and Prior Street, south of Hastings Street, east of Gore Avenue and west of Clark Drive;
 - (c) the HA-1 and HA-1A districts;
 - (d) the HA-2 district;
 - (e) the Downtown-Eastside Oppenheimer district; and
 - (f) the area of the Downtown district denoted as C2 on Map 1 of the Downtown Official Development Plan.
- 11.27.4 No more than one person shall occupy a micro dwelling.

11.28 Medical Marijuana-related Use

- 11.28.1 Before granting a development permit, the Director of Planning shall:
 - (a) notify surrounding property owners and residents and have regard to their opinions;
 - (b) have regard to the liveability of neighbouring residents; and
 - (c) consider all applicable Council policies and guidelines.

Section 11

11.28.2 A Medical Marijuana-related Use is not permitted:

- (a) within 300 metres of the nearest property line of a site containing another Medical Marijuana-related Use;
- (b) within 300 metres of the nearest property line of a site containing a School - Elementary or Secondary, Community Centre or Neighbourhood House;
- (c) within the area outlined on Figure 1 below, except for sites with a property line on Hastings Street or Main Street;
- (d) on any site with a property line on Granville Street between Robson Street and Pacific Boulevard;
- (e) on any site other than a site adjacent to a street that has a painted center line;
- (f) in conjunction with any other use; or
- (g) in conjunction with an automated banking machine.

11.29 Urban Farm - Class A

Notwithstanding anything else in this By-law, Urban Farm - Class A is subject to the following:

- 11.29.1 The planting area must not exceed 325 m² on any single parcel unless the primary use of the parcel is Park or Institutional in which case the Director of Planning may permit an increase in planting area to a maximum of 7 000 m².
- 11.29.2 If two or more parcels are operated jointly as an Urban Farm - Class A, the combined planting area for all parcels must not exceed 7 000 m².
- 11.29.3 No on-site processing of fruits and vegetables, or manufacturing of food products is permitted.
- 11.29.4 No mechanical equipment may be used other than that designed for household use including lawnmowers, rototillers, garden hoses and pruners.
- 11.29.5 No herbicides or pesticides are permitted.
- 11.29.6 No on-site sales are permitted, unless the primary use of the parcel is Institutional.
- 11.29.7 No Urban Farm - Class A operated on a single parcel may generate revenue exceeding \$9,999 in any calendar year, unless the primary use of the parcel is Park or Institutional.
- 11.29.8 If an Urban Farm - Class A is operated, in whole or in part, by a person other than an owner or full-time resident of the parcel, the planting area must be subject to a lease authorizing the operation of the farm.
- 11.29.9 No offensive noise, odour, light, smoke, or vibration or other objectionable effect may be produced.
- 11.29.10 No mechanical equipment may be stored outside.
- 11.29.11 Any development permit or waiver of a development permit for an Urban Form-Class A is time limited to 1 year.

11.30 Urban Farm - Class B

Notwithstanding anything else in this By-law, Urban Farm - Class B is subject to the following:

DE419534



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**

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

Address: 1864 West 4th Avenue Specifics: 1864 N 4th Ave

Floor Level: Ground Suite No: _____

Legal Description:

Lot(s): 1 Block(s): 247 District Lot(s): 526 Plan Number(s): 20487

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

Your Name: Cannawide Healthy Wellness Society

Mailing Address: 304-68 Water Street
(if different from above)

City: Vancouver Postal Code: V6B 1A4

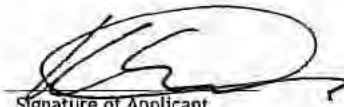
E-mail Address: ksnow@cannawide.ca

Phone Number: 604-880-2028

Business Name: Cannawide Dispensary

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


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 20th DAY OF Aug 2015 
Signature of Applicant

Office Use Only

Date of Application: DAY: 21 MONTH: Aug YEAR: 15

Date of Lease: DAY: 1 MONTH: 07 YEAR: 15

Application Received By: P. STEWART


Application requirements include:

- Fee of \$100.00
- Proof of Lease

DE419534

City of Vancouver, Planning and Development Services
Licensing and Inspections
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 604.873.7611 fax: 604.873.7100
website: vancouver.ca

OK

SUBLEASE AGREEMENT

THIS AGREEMENT made the 19th day of August, 2015

BETWEEN:

CANNAWIDE HEALTHY WELLNESS SOCIETY,
having a registered and records office at
304 – 68 Water Street, Vancouver, B.C. V6B 1A4

(hereinafter referred to as the "**Sub-Lessee**")

OF THE FIRST PART

AND:

1024350 B.C. LTD., having an office at
215 – 8171 Cook Road, Richmond, B.C. V6Y 3T8

(hereinafter referred to as the "**Sub-Lessor**")

OF THE SECOND PART

WHEREAS by Lease made the 7th day of April, 2015 (herein called the "**Head-Lease**"), Jericho Villa Ltd. leased to the Sub-Lessor the premises at 1864 West 4th Avenue, Lot 1 Block 247, Plan VAP 20487, District Lot 526, New Westminister Land District, EXC PT in EXPT PL 17794 (herein called the "**Premises**") for a term of 5 years commencing the 1st day of July, 2015.

AND WHEREAS the Sub-Lessor wishes to assign its interest in the Head-Lease to the Sub-Lessee.

AND WHEREAS the Sub-Lessee has agreed with the Sub-Lessor to grant a Sub-Lease to the Sub-Lessee of the Premises on the terms hereinafter stated.

NOW THEREFORE:

1. The Sub-Lessor hereby sub-leases the Premises to the Sub-Lessee from the date hereof, at the rent payable and upon the terms, as outlined in the Head-Lease.
2. The Sub-Lessee covenants with the Sub-Lessor as follows:
 - (a) to pay rent as aforesaid;
 - (b) to pay and discharge all additional sums due under the Head-Lease;
 - (c) to keep the Premises clean and in good and tenable repair;
 - (d) to use the Premises only for the purpose of carrying on business as a medical cannabis dispensary;
 - (e) to permit the Lessor under the Head-Lease and the Sub-Lessor and persons authorized by them at all reasonable times to enter and examine the condition of the

THIS INDENTURE MADE the 7th day of April 2015.

BETWEEN:

JERICO VILLA LTD., c/o Martello Property Services Inc., 200 –
808 West Hastings St., in the City of Vancouver, British Columbia,
V6C 2X4

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

1024350 B.C. LTD.
215 – 8171 Cook Road
Richmond, BC V6Y 3T8

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord has established a Commercial Building upon the Lands in the City of Vancouver, in the Province of British Columbia, more particularly described as at 1864 West 4th Avenue, Lot 1 Block 247, Plan VAP 20487, District Lot 526, New Westminster Land District, EXC PT in EXPT PL 17794 the Tenant has agreed to establish and operate a business in the Commercial Building consistent with the planning of the Landlord for the merchandising unity of the Commercial Building and on the terms and conditions set forth in this Lease;

NOW THIS INDENTURE WITNESSETH:

ARTICLE 1
DEFINITIONS

1.1 In this lease (including this Article 1.1) unless there is something in the context inconsistent therewith, the parties hereto agree that:

- (a) **"Architect"** means the Architect from time to time named by the Landlord; as to any Architect's certificate provided for in this Lease, the decision of the Architect and his certificate shall bind the parties hereto.
- (b) **"Area of the Leased Premises"** means the area expressed in square feet as determined and certified by the Architect of the Leased Premises measured from the centre line of all walls separating the Leased Premises from adjacent premises and from the exterior face of store fronts and from the outer surface of outer walls which bound the Leased Premises including outer building walls, walls adjoining corridors or other common facilities and other permanent partitions but if part of a wall or store front or entrance of the Leased Premises is recessed from the lease line shown on Schedule A annexed hereto and forming part hereof, the area of such recess shall for all purposes be part of the Leased Premises.

- (iv) the cost of uniforms and equipment furnished to such personnel and maintenance thereof;
- (v) the expense for gardening and landscaping, policing, supervising traffic control and security, line repainting, rental of signs and equipment and building supplies and the cost of service and supply contracts used or entered into by the Landlord, or its managing agent, in the operation and maintenance of the Common Area, sanitation, periodic sanding, and the removal of snow and ice;
- (vi) the cost of providing lighting including replacement of electric bulbs, starters and ballasts, and the cost of electricity of any signs deemed by the Landlord to be part of the Common Area;
- (vii) the cost of heating, ventilating and air-conditioning being the total without duplication of the expenses incurred by the Landlord for operating, maintaining, repairing, inspecting and replacing the heating and air-conditioning including without duplication the following:
 - the amount expended by the Landlord for fuel, water and electricity for the heating and air-conditioning;
 - wages paid to maintenance and operating personnel for the heating and air-conditioning, including payment for worker's compensation, unemployment insurance, vacation pay, Canada Pension Plan, pensions and other fringe benefits whether statutory or otherwise;
 - the cost of repairs, maintenance and such replacements to the heating and air-conditioning as are necessary for the proper functioning of the system;
- (viii) the cost of providing fire protection and detection systems, and connections;
- (ix) the cost of janitorial, window washing and cleaning services as are reasonably required to keep the Common Area in a clean and tidy condition;
- (x) the cost of maintaining, repairing and replacing the roofs, the roof membranes and exterior walls of Commercial Building including foundations and roofing system of the Commercial Building and any interior walls required to be maintained by the Landlord;
- (xi) all other property management costs, expenses and outlays incurred by the Landlord with respect to the Common Area;
- (xii) costs otherwise contributable to capital account on improvements, machinery or equipment which substantially reduce the Common Area Costs herein;
- (xiii) depreciation of fixtures and equipment which by their nature require periodic replacement or substantial replacement and of items designated by the Landlord as capital expenditures (chargeable by the Landlord in accordance

with sound accounting practice);

- (xiv) an administration fee equal to five (5%) percent of the Minimum Rent payable by the Tenant, without taking into account any abatement of Minimum Rent.
- (j) **"Cost of Insurance"** means the cost to the Landlord of all premiums on all policies of insurance carried by the Landlord covering loss or damage to the Commercial Building and the Leased Premises and insuring against damage to the same from such Insurable Hazards as the Landlord may from time to time determine and including the cover of "extended coverage" as that expression is understood in the insurance business, and including fire, malicious damage, earthquake, flood and insurance against loss of rental to such limits as the Landlord may from time to time determine.
- (k) **"Fixturing Period"** means the period from May 1st 2015 to June 30th 2015 whereby the Tenant will make ready the premises for the opening of business on July 1st 2015. The Tenant will provide the Landlord with Tenant's insurance pursuant Article 10 of this Lease prior to the Fixturing Period and shall provide the Landlord an executed copy of this Lease prior to the Fixturing period.
- (l) **"Gross Leasable Area"** means the aggregate floor area (expressed in square feet) of all buildings located on the property minus the aggregate of that portion of the floor area of the said buildings included in the Common Area and minus administrative and tenant storage areas not exceeding five (5%) percent of such aggregate floor area of all buildings. In all cases the area shall be calculated as being measured from the exterior of exterior walls and the centre line of partition walls.
- (m) **"Gross Revenue"** means the sum (without duplication) of:
 - (i) the selling prices of all goods sold including;
 - (ii) the rent received or due and receivable from all goods leased;
 - (iii) the charges for all services rendered; and
 - (iv) the receipts and receivables from all other business conducted on or from the premises of the Tenant, sub-tenant, concessionaire, licensee, or other person conducting business on or from the Leased Premises without reserve or deduction for uncollected or uncollectible accounts (the full selling price or charge being considered to be received when a sale or lease is made or services are rendered irrespective of when payment is made) and whether the orders no matter how communicated are received on the Leased Premises and executed on or from the Leased Premises or elsewhere or are received elsewhere and executed on or from the Leased Premises and includes but is not limited to;

- all deposits not refunded to customers;
- the selling price of gift certificates;
- receipts from vending and other machines;
- charges to customers in the nature of carrying charges, finance charges and interest; and
- sums and credits received and settlement of claims of loss of or damage to goods and amounts received under policies of insurance or other contracts of indemnity for loss of business, sales or profit;

but does not include:

- (v) an exchange of merchandise between stores of the Tenant where the exchange is made solely for the convenient operation of the Tenant's business and is not the completion of a sale or lease on or from the Leased Premises;
- (vi) returns to suppliers or manufacturers;
- (vii) sales of fixtures, machinery or equipment after their use in the conduct of the Tenant's business; or
- (viii) sums collected from customers for and paid to a taxing authority by the Tenant for retail sales, excise or similar tax imposed by a governmental authority;

but there may be deducted in the computation of Gross Revenue:

- (ix) cash or credit refunds to customers with goods returned but only if the selling price of the goods returned is included in the computation of Gross Revenue;
 - (x) the selling price of goods returned by customers for exchange but only if the selling price of the goods returned and the selling price of the goods delivered to the customers in exchange are included in the computation of Gross revenue; and
 - (xi) that part of the selling price of goods sold satisfied by deposit or a gift certificate but only if the amount of the deposit or gift certificate is included in the computation of Gross Revenue.
- (n) "Insurable Hazards" means fire and such other perils for which insurance is available and which in the opinion of the Landlord should be protected by insurance.
- (o) "Lease Year" means a period of twelve consecutive calendar months during the term ending on the last day of the financial year of the Landlord which on the date of this lease is the last day of December excepting that:

- (i) the first Lease Year during the Term begins on the first day of the Term and ends on the last day of the financial year of the Landlord in which the first day of the Term occurs, and may be a period of less than twelve consecutive calendar months;
 - (ii) the last Lease Year during the Term begins on the first day of the financial year of the Landlord during which the last day of the Term occurs and ends on the last day of the Term and may be a period of less than twelve consecutive months; and
 - (iii) if the Landlord changes its financial year and gives notice to the Tenant of the first and last days of the new financial year, the period between the last day of the old financial year and the last day of the new financial year will be a Lease Year and will be a period of less than twelve consecutive calendar months and the next Lease Year will continue consecutively.
- (p) **"Leased Premises"** means that portion of the Commercial Building hereby demised which is outlined in red on Schedule A and which contains the Tenant's store. The Landlord may make minor variations in the form of the Leased Premises and such minor variations shall not render the lease void or voidable, anything herein contained and any rule of law or equity to the contrary notwithstanding.
- (q) **"Official Opening Date"** means the date when the Landlord officially declared the Commercial Building to be open to the public.
- (r) **"Operating Costs"** means the total without duplication of the expenses incurred by the Landlord for operating, maintaining, repairing and replacing the Commercial Building and facilities, other than the Common Area, and, without limiting the generality of the foregoing, shall include the aggregate of:
- (i) the cost of repairs, maintenance and such replacements as are properly chargeable in accordance with sound accounting practice to operating expenses;
 - (ii) the cost of insurance for the Commercial Building;
 - (iii) fees and other remuneration payable to firms for provision of operation, maintenance, promotion, legal and accounting services and if such services are performed by individuals in the employ of the Landlord, they shall include wages and salaries, payments for worker's compensation, unemployment insurance, vacation pay, Canada Pension Plan, pensions and other fringe benefits whether statutory or otherwise;
 - (iv) the cost of uniforms and equipment furnished to such personnel and maintenance thereof;
 - (v) the cost of heating, ventilating and air-conditioning being the total without duplication of the expenses incurred by the Landlord for operating,

maintaining, repairing, inspecting and replacing the heating and air-conditioning including without duplication the following:

- the amount expended by the Landlord for fuel and water and electricity for the heating and air-conditioning;
 - wages paid to maintenance and operating personnel for the heating and air-conditioning, including payment for worker's compensation, unemployment insurance, vacation pay, Canada Pension Plan, pensions and other fringe benefits whether statutory or otherwise;
 - the cost of repairs, maintenance and such replacements to the heating and air-conditioning as are necessary for the proper functioning of the system;
- (vi) the cost of water and garbage collection;
 - (vii) the cost of providing fire protection and detection systems, communication systems and connections;
 - (viii) the cost of window washing and cleaning services as are reasonably required to keep the Commercial Building in a clean and tidy condition;
 - (ix) the cost of rental of equipment and building supplies and the cost of service and supply contracts used or entered into by the Landlord, or its managing agent, in the operation and maintenance of the Commercial Building;
 - (x) any business taxes, which may be imposed on the Landlord, or its managing agent, by reason of operation of the Commercial Building;
 - (xi) all other property management costs, expenses and outlays incurred by the Landlord with respect to the Commercial Building;
 - (xii) costs otherwise contributable to capital account on improvements, machinery or equipment which substantially reduce Operating Costs herein;
 - (xiii) Landlord's corporation capital taxes payable with respect to the Commercial Building;
 - (xiv) depreciation of fixtures and equipment which by their nature require periodic replacement or substantial replacement and of items designated by the Landlord as capital expenditures (chargeable by the Landlord in accordance with sound accounting practice);
- (s) **"Commercial Building"** means collectively the lands and all buildings, structures, facilities and other improvements erected, or to be erected on the lands first above described and all expansions, alternations, additions or relocations from time to time which may be made.
- (t) **"Term"** means the term of this lease as stipulated in Article 2.1.

- (u) "Other Taxes" means any and all taxes, levies, duties and assessments, imposed on the Tenant, the Landlord or both, or which the Landlord is obliged to collect from the Tenant with any respect to:
- (i) any or all amounts paid or payable by the Landlord for goods and services, repairs, maintenance, real estate taxes, insurance, and all other outlays and expenditures (including capital expenditures) for and in connection with the operation and management of the Commercial Building, including without limiting the generality of the foregoing, repairs, maintenance and replacements in respect of the same;
 - (ii) any and all amounts paid or payable by the Tenant pursuant to the Lease, including Rent and Additional Rent; and
 - (iii) this Lease or services or goods supplied or provided or deemed to have been supplied or provided by the Landlord or which the Landlord is deemed responsible to provide in accordance with the terms of this Lease or the consideration for such goods and services,

whether in each case characterized as goods and services tax, sales tax, multi-stage sales tax, value added tax, consumption tax or any other tax, levy, duty or assessment.

ARTICLE 2

DEMISE AND TERM

2.1 **Demise and Term.** In consideration of the rents, covenants and agreements reserved and contained in this Lease (which rents, covenants and agreements are to be paid, observed and performed by the Tenant) the Landlord does hereby demise and lease unto the Tenant the Leased Premises, TO HAVE AND TO HOLD for and during the Term of **FIVE (5)** years from Commencement Date of the Term unless sooner terminated as hereinafter provided. In addition, the Tenant shall be entitled, for the benefit of the Leased Premises, to enjoy upon the terms and conditions set out in the lease the non-exclusive use in common with others entitled thereto of the Common Area and Facilities subject to the exclusive control and management of the Landlord.

2.2 **Renewal.** The Landlord agrees that if:

- (a) the Tenant duly and regularly pays the rent and other sums payable hereunder and performs each and every one of the covenants, provisos and agreements herein contained and on the part of the Tenant to be paid and performed, and in accordance with the provisions of this Lease;
- (b) the Tenant:
 - (i) has not made any assignment for the benefit of creditors and has not, becoming bankrupt or insolvent, taken the benefit of any act now or hereafter in force for bankrupt or insolvent debtors;

- (ii) has not had any goods and chattels of the Tenant on the Leased Premises at any time during the Term seized or taken in execution or attachment by a creditor of the Tenant,
 - (iii) the Tenant or a Guarantor or indemnifier of this Lease has not made an assignment for the benefit of creditors or a bulk sale from the Leased Premises other than a bulk sale to an assignee or sublessee pursuant to an assignment or sublease which under Article 11 was consented to,
 - (iv) has not had a receiver-manager appointed to control the conduct of the business on or from the Leased Premises,
 - (v) has not had an order made for the winding-up of the Tenant,
 - (vi) without the written consent of the Landlord, has not abandoned or attempted to abandon the Leased Premises or sold or disposed of goods or chattels of the Tenant or removed any of them from the Leased Premises so that there would not in the event of abandonment, sale or disposal be sufficient goods on the Leased Premises subject to distress to satisfy all rental accruing due hereunder,
- (c) no receiver or other person has taken possession or effective control of the assets or business of the Tenant or a substantial portion thereof pursuant to any security or other agreement or by any other means whatsoever;
 - (d) the Tenant has not assigned the Lease or sublet or permitted a change in occupancy of the Leased Premises;
 - (e) there has been no change in the ownership of the majority of the shares of the Tenant and no change in the name under which the business on the Leased Premises is conducted; and
 - (f) the Tenant has continuously operated the type of business in the Leased Premises as expressly permitted to be conducted pursuant to the terms of this Lease,

then the Tenant shall have the option of renewing this Lease by notice in writing given to the Landlord at least six (6) months prior to the expiration of the Term hereby grant **ONE (1) option to renewal term of the Leased Premises for a further term of FIVE (5) years each**, on the terms and conditions in the standard form Lease adopted by the Landlord for the Commercial Building at the time of renewal, save any right of renewal beyond the renewal term and save that the Minimum Rental and the percentage rental rate payable under the renewal term shall be mutually agreed upon between the parties hereto and in the event that the parties cannot agree on the Minimum Rental and the percentage rental rate sixty (60) days before the commencement of such renewal term, then the Minimum Rental and the percentage rental rate (which Minimum Rental and percentage rental rate shall not be less than the Minimum Rental and percentage rental rate respectively payable hereunder) shall be referred for the award and determination at the cost of the Tenant of three arbitrators in accordance with the provisions of the Commercial Arbitration Act of

British Columbia. The Tenant shall pay all costs of the Landlord in granting such renewal.

**ARTICLE 3
SECURITY DEPOSIT**

3.1 The Landlord acknowledges that the Tenant has paid the sum of **\$25,208 + GST** to the Landlord. The Landlord shall apply a portion of the deposit to the Tenant's first month of gross rent and the remainder to be held as true security for the Tenant for the entire duration of the tenancy. The Landlord may reapply the said sum or any part thereof to any amount in default payable by the Tenant, if the Landlord so elects. If all or part of this deposit is reapplied, it shall be replenished by the Tenant forthwith.

**ARTICLE 4
RENTAL**

4.1 The Tenant covenants and agrees to pay to the Landlord, or as the Landlord may in writing direct, in lawful money of Canada, without any set off, compensation or deduction whatsoever, on the days and at the times hereinafter specified, rental and costs on a net basis which shall be the aggregate of the sums specified in clauses (a) and (b) below:

(a) THE GREATER OF:

- (i) a minimum rental (hereinafter called the "Minimum Rental") for 2,192 square feet as follows:

Years	Per Sqft	Per Annum	Per Month
July 1 st 2015 to June 30 th 2017	\$29.00	\$63,568	\$5,297.33
July 1 st 2017 to June 30 th 2019	\$30.00	\$65,760	\$5,480.00

payable subject to Article 4.3 in advance in equal monthly instalments on the first day of each month of one-twelfth (1/12) of the Minimum Rental payable during the year in which such monthly instalment is to be paid.

(b) The aggregate of the following sums, (hereinafter called "Additional Rental"):

- (i) The Tenant's portion of Common Area Costs;
- (ii) The Tenant's portion of Tax Cost;
- (iii) The Tenant's share of Operating Costs, which share shall be a sum equal to the aggregate of the costs, charges and expenses for such services rendered to the Tenant and other tenants of the Commercial Building multiplied by a fraction, the numerator of which is the Area of the Leased

Premises and the denominator of which is the total area of premises leased and similarly serviced;

- (iv) All other sums of money required under this Lease to be paid to the Landlord by the Tenant whether or not designated "Additional Rent".

4.2 Tenant's Portion. The Tenant's portion of the costs described in Article 4.1(b)(ii) shall be that sum which is equal to the aggregate of the said cost multiplied by a fraction, the numerator of which is the Area of the Leased Premises and the denominator of which is the Gross Leasable Area at and for any period of time.

4.3 Payment of Rental. The rental and Additional Rental provided for in this Article 4 shall be paid by the Tenant as follows:

- (a) the first monthly instalment of Minimum Rental shall be paid by the Tenant on the Commencement Date of Term. Where the Commencement Date of Term is the first day of a month, such instalment shall be in respect of such month; where the Commencement Date of Term is not the first day of a calendar month rental for the period from the Commencement Date of Term to the first day of the next ensuing calendar month shall be pro-rated on a per diem basis and paid on the first day of such Term; thereafter in either case subsequent monthly instalments shall each be paid in advance on the first day of each ensuing month during the Term;
- (b) the amount of Additional Rental which the Tenant is to pay shall be estimated by the Landlord for such period as the Landlord may determine. The Tenant agrees to pay to the Landlord such amount in monthly instalments in advance during such period on the dates and at the times for payment of Minimum Rental provided for in this lease. At the end of the period for which such estimated payments have been made the Tenant shall be advised of the actual amount required to be paid as Additional Rental and if necessary an adjustment shall thereupon be made between the parties.

4.4 Within sixty (60) days after the end of each Lease Year, the Tenant shall furnish an audited statement in writing signed and verified by the Tenant and certified correct by the auditor of the Tenant (who shall be a chartered accountant or other accredited public accountant acceptable to the Landlord) setting out the amount of the Gross Revenue for such Lease Year; if the Gross Revenue for such Lease Year set out in the audited statement of Gross Revenue for the Lease Year multiplied by the percentage set out in Article 4.1(a)(ii) exceeds the Minimum Rental for such Lease Year, then the audited statement of Gross Revenue shall be accompanied by a payment equal to the amount if any by which the amount of Gross Revenue disclosed by the audited statement multiplied by the percentage set out in Article 4.1(a)(ii) exceeds the total Minimum Rental and Percentage Rental for such Lease Year paid to such time. During each Lease Year the Tenant shall estimate the Percentage Rental payable for each month of such Lease Year based on the Gross Revenue for such month and shall pay to the Landlord such estimated Percentage Rental in arrears on or before the 15th day after the end of each such month. The Tenant shall provide to the Landlord a copy of the calculation of such estimated Percentage Rental in reasonable detail on the 15th day after the end of each such month.

4.5 The Tenant hereby agrees that it will keep within the Leased Premises accounting

records for the business carried on, upon or from the Leased Premises, such records consisting of an accurate record of all sales of merchandise and services and all other revenue derived from the business conducted at, in, from or upon the Leased Premises and including such other supporting or ancillary records and vouchers so as to enable an audit of the statement of Gross Revenue to be conducted; such records shall be available to the inspection and audit of the Landlord and its agents at all reasonable times during ordinary business hours; the Tenant agrees to keep, retain, preserve and make available to the Landlord for at least twelve months after the delivery of the audited statement of Gross Revenue all sales slips, inventory records and other pertinent records. The Tenant acknowledges that, notwithstanding the delivery to the Landlord of an audited statement of Gross Revenue certified to by a chartered accountant or other accredited public accountant and the acceptance of such statement and Percentage Rental, if any, shown to be payable thereby the Landlord may at its instance cause an independent audit to be undertaken. In the event that such audit discloses that the actual Gross Revenue is greater by three (3%) percent or more than that disclosed by the audited statement of Gross Revenue furnished by the Tenant, the Tenant in addition to paying the additional Percentage Rental based on the Gross Revenue disclosed by such independent audit, shall pay the cost of such audit with the next instalment of Minimum Rental.

4.6 Within ninety (90) days after the end of each Lease Year, the Landlord shall furnish to the Tenant a statement of the actual costs, charges and expenses incurred with respect to the Commercial Building during such Lease Year and which the Tenant is wholly or partially responsible to pay, and the amount for which the Tenant is so responsible determined pursuant to this Lease showing in reasonable detail the information relevant and necessary to the exact calculation of these amounts. The Tenant shall have the right to inspect the books and records of the Landlord pertaining to such costs upon reasonable notice at reasonable times. If the amount payable by the Tenant as shown on such statement is greater or less than the Additional Rental paid by the Tenant to the Landlord pursuant to Article 4.1(b) the proper adjustment shall be made within fourteen (14) days after delivery of the statement. Any payments made by the Landlord or made by the Tenant and accepted by the Landlord in respect of any adjustment made hereunder, shall be without prejudice to the right of the Landlord to claim a re-adjustment provided such claim is made within twelve (12) months from the date of delivery of the statement referred to in this Article 4.6.

4.7 The Additional Rental set out in Article 4.1(b) shall be payable by the Tenant as Additional Rent, but shall not be deductible from or taken into account in computing the Percentage Rental payable. All Other Taxes shall be calculated and paid without regard to any input tax credits, set-offs, exceptions, exemptions or deductions to which the Landlord is or may be entitled.

4.8 All rental reserved herein, including, without limiting the generality of the foregoing the Additional Rental shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate rental for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute rental for such irregular period.

4.9 The Tenant hereby waives and renounces any and all existing and future claims, offsets and compensation against any rental or other amounts due hereunder and agrees to pay such rental and other amounts regardless of any claim, offset or compensation which may be asserted by the Tenant or on its behalf.

ARTICLE 5 **PUBLIC UTILITIES, TAXES, ETC.**

5.1 **Public Utilities, Business Tax and Machinery Tax.** In each Lease Year the Tenant will pay as Additional Rent and discharge when they become due and payable all taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against the improvements, equipment and facilities of the Tenant on the Leased Premises and in respect of every business conducted on or from the Leased Premises or in respect of their use or occupancy by the Tenant or the consumption, use or servicing of all utilities thereto (and any and every assignee, sub-tenant, concessionaire, licensee and other person conducting business on or from the Leased Premises), other than such taxes as corporate income profits or excess profits taxes assessed upon the income of the Landlord, including corporate capital tax whether the taxes, rates, duties, assessments and licence fees are charged by a municipal, parliamentary, school or other body. The Tenant will indemnify and keep indemnified the Landlord against payment for all loss, cost, charges and expenses arising from all the taxes, rates, duties, assessments and licence fees referred to and all taxes which may in future be levied in lieu of those taxes and any loss, costs, charges and expenses suffered by the Landlord which may be recovered by the Landlord in the same manner as rent hereby reserved and in arrears. Upon the request of the Landlord the Tenant will deliver promptly to the Landlord for inspection receipts for payments of all taxes, rates, duties, assessments and other charges in respect of all improvements, equipment and facilities of the Tenant on the premises which were due and payable up to one month prior to the request and will deliver to the Landlord if requested by the Landlord evidence satisfactory to the Landlord before the 21st day of January in each year of payments for the preceding calendar year.

ARTICLE 6 **USE OF PREMISES**

6.1 The Leased Premises will not be used for any purpose other than the use of a Cannabis store and accessories without the prior written approval of the Landlord. There is to be NO Cannabis use on site. None of the following businesses or methods of doing business will be conducted on or from the Leased Premises:

- (a) a private auction or a fire, bulk, going-out-of-business, or bankruptcy sale or auction other than a bulk sale to an assignee or a sub-lessee pursuant to an assignment or sub-lease which under Article 11 was consented to or did not require a consent;
- (b) a special sale other than one incidental to the normal routine of the Tenant's

- (c) business upon the Leased Premises with its regular customers;
a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
- (d) wholesale merchandising;
- (e) a business which because of the merchandising methods likely to be used would tend to lower the character of the Commercial Building;
- (f) a mail order business or business for the sale of goods most of the sales of which result from orders from catalogues or an order office therefor;
- (g) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures;
- (h) sleeping apartments or lodging rooms; or
- (i) an unlawful purpose.

6.2 The Tenant will conduct its business and use the whole of the Leased Premises continuously throughout the term in an up-to-date first class and reputable manner befitting the Commercial Building and on the days and during the hours that the Landlord from time to time designates and in a manner, including maintaining an adequate sales force to serve properly all customers and carrying at all times a stock of merchandise of such size, character, quality and price as to assure the transaction of a maximum volume of business on or from the Leased Premises consistent with good business practice. Nothing in this section requires the Tenant to conduct its business during a period prohibited by a law or by-law regulating the hours when the business may be conducted. However, failure to open during the designated mall hours will be considered a "default" under this Lease and the Tenant will be subject to a charge for lost revenue and damages of the Landlord of one hundred and fifty (\$150.00) dollars for each such occurrence. A business practice by the Tenant whether through advertising, selling procedures or otherwise which may harm the business or reputation of the Landlord or reflect unfavourably on the Commercial Building, the Landlord, or tenants of premises in the Commercial Building or which may confuse, mislead or deceive the public will immediately be discontinued by the Tenant at the request of the Landlord. The Landlord will not be prejudiced by or responsible to the Tenant for the non-observance or violation of any lease by another tenant of premises in the Shopping Centre. The Tenant will install and maintain at all times displays of merchandise in display windows of the Leased Premises. The Tenant will keep the display windows and signs on or in the Leased Premises well lit during the hours that the Landlord from time to time designates. The Tenant will devote not less than eighty (80%) percent of the Area of the Leased Premises to selling area.

6.3 The Tenant will warehouse, store or stock only such goods, wares and merchandise as the Tenant intends to offer for sale at retail in the Leased Premises.

6.4 Neither the Tenant nor the Tenant's employees or agents will solicit business in any area of the Common Areas and Facilities or display merchandise outside the Leased Premises without the prior written consent of the Landlord.

6.5 The Tenant will not erect or place or suffer to be erected or placed or maintain any sign of a nature or kind whatsoever either on the roof or the exterior walls of the Leased Premise or on the walls of the mall or elsewhere in the Commercial Building without first obtaining the Landlord's written approval and consent in each instance.

6.6 The Tenant will not install equipment which will exceed or overload the capacity of utility facilities and agrees that if the equipment installed by the Tenant requires additional facilities they will be installed at the Tenant's expense in accordance with plans and specifications approved by the Landlord prior to installation.

6.7 Garbage, Debris. No debris, garbage, trash or refuse shall be placed or left, or be permitted to be placed or left in, on or upon any part of the Commercial Building outside of the Leased Premises, but shall be deposited by the Tenant in areas and at times and in a manner specifically designated by the Landlord from time to time. Should any of the items herein mentioned be of a perishable nature the same shall be kept in a properly refrigerated area provided at its cost by the Tenant. Should there be costs for removal of said items additional to the removal service provided by the City or should the City charge for such service then the Tenant shall pay for such costs.

6.8 Not to Overload Floors. The Tenant will not bring upon the Leased Premises any machinery, equipment or thing that by reason of its weight, size or use in the opinion of the Architect might damage the Leased Premises and will not at any time overload the floors of the Leased Premises. If overloading occurs and damage ensues the Tenant forthwith will repair the damage or pay to the Landlord the cost of making it good.

6.9 Compliance with Laws. At the sole cost and expense of the Tenant, the Leased Premises shall be kept by the Tenant in a clean and sanitary condition in accordance with the laws of the City and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the City, other agencies having jurisdiction, or the insurers of the Landlord. In the event that the Tenant fails to comply with the foregoing provisions the Landlord may rectify the situation and collect the expense for such work from the Tenant in the same manner as arrears of rent.

6.10 Nuisance. The Tenant will not carry on or perform or suffer or permit to be carried on, performed or suffered on the Leased Premises any business practice or act or engage in any activity which may be deemed a nuisance or a menace or which in any way may injure the Commercial Building or any part thereof.

6.11 Landlord's Special Remedies. The Tenant acknowledges that all its covenants and obligations set forth in Articles 6 and 7 hereof are covenants and obligations undertaken by other tenants of premises in the Commercial Building and are designed for the mutual benefit and protection of all tenants of premises in the Commercial Building and to render the Commercial Building as a whole of maximum attractiveness to the shopping public, and to achieve the maximum volume of business therein, and to achieve the maximum amount of Percentage Rental accruing to the Landlord. In the event that the Tenant shall be in breach of any such covenants or obligations or shall fail to observe or perform any of the same then without prejudice to any other right or remedy which the Landlord may have under the terms of this Lease the Landlord shall have the right to bring action in any Court of competent jurisdiction against the Tenant for a judgment or order directing the Tenant to remedy such breach and to observe and perform such covenant or obligation.

of rights of subrogation against the Landlord and other insureds designated by it against claims by the Tenant as if the Landlord and other insureds designated by it were separately insured and protecting the Tenant against claims by the Landlord and other insureds designated by it as if the Tenant were separately insured, and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord thirty (30) days prior written notice. All policies of insurance will be with insurers acceptable to the Landlord and in form satisfactory to the Landlord, and the Tenant will see that there is delivered to the Landlord copies or certificates of the policies. If the Tenant fails to take out or keep in force any policy of insurance referred to in Articles 10.1 and 10.2 the Landlord may do so and pay the premium, and in that event the Tenant will pay to the Landlord the amount so paid plus ten (10%) percent for overhead as Additional Rent and it will be due and payable on the first day of the month following the payment by the Landlord.

10.4 Landlord's Insurance. The Landlord will take out and keep in force throughout the Term all risks direct insurance on the buildings and improvements comprised in the Commercial Building, but which may exclude foundations and the improvements upon which the Tenant is obliged to take out insurance under Article 10.1, with responsible insurance companies and in an amount such as would be carried by a prudent owner, and the cost of the insurance will be included in either Common Area Cost or Operating Cost, as appropriate, but subject to the deduction of any amounts recovered by the Landlord under Article 10.5. Each insurance policy referred to in this section will contain if available a waiver of right of subrogation against the Tenant to the extent only of that part of a claim against the Tenant in excess of the amount of comprehensive general liability insurance which the Tenant is required to take out and keep in force under Article 10.2.

10.5 Increase in Landlord's Insurance Premiums.

- (a) The Tenant agrees that nothing will be done, omitted to be done, kept, used, sold or offered for sale on or from the Leased Premises that may contravene any of the Landlord's policies insuring any part of the Commercial Building or which will prevent the Landlord from procuring policies with companies acceptable to the Landlord. The Tenant will pay all increases in premiums for all risks direct damage insurance, and broad boiler insurance, including repair or replacement and rental income coverages, and such other insurance as is customary for prudent owners of properties similar to the Commercial Building to carry against loss of or damage to the Commercial Building or liability arising therefrom that may be charged during the Term for insurance carried by the Landlord insuring any part of the Commercial Building, resulting from the type of merchandise sold on or from the Leased Premises or anything done or kept thereon or any use to which they may be put, whether or not the Landlord has consented to them. In determining whether increased premiums are the result of the use of the Leased Premises a schedule issued by the organization making the insurance rate on the Leased Premises showing the various components of the rate will be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises.
- (b) If the occupancy or use of the Leased Premises causes an increase of premiums for any of the policies insuring the Leased Premises or any part of the Commercial Building above the rate for the least hazardous type of use or occupancy legally permitted in the Leased Premises, the Tenant will pay the amount of the increase. The Tenant also will pay in that event any additional premium for rental income

ARTICLE 7
COMPETITION

7.1 During the Term neither the Tenant directly or indirectly nor a person or one or more of a group of persons who control the Tenant will conduct within the radius of three (3) miles from the nearest boundary of the Commercial Building a business which is similar to or directly or indirectly in competition with the business conducted by the Tenant on or from the leased Premises. Whenever there is a breach of the foregoing covenant the Landlord in addition to any other remedy available to it may require that the Gross Sales arising from the conduct of the competing business be determined in the same manner and upon the same basis as the determination of Gross Revenue mutatis mutandis and that the amount of that Gross Revenue be added to the Gross Revenue for the same period for the purpose of computing Percentage Rent payable under this Lease as though that Gross Revenue had been made on or from the Leased Premises and the Landlord will have all rights of inspection and audit in respect of that Gross Revenue and to receive reports of that Gross Revenue that it has in respect of Gross Revenue received under Article 4. The Tenant covenants that by entering into this Lease it is not breaching a similar covenant binding it to another person.

ARTICLE 8
USE OF COMMON AREAS AND FACILITIES

8.1 **Non-Exclusive Use.** The Tenant, its officers, employees, customers and other invitees in common with others designated by the Landlord or otherwise entitled shall have the use or benefit of the Common Areas for the purposes from time to time permitted, approved or designated by the Landlord subject to the management and control of the Common Areas by the Landlord.

8.2 **Management and Control by the Landlord.** The Landlord has the exclusive right to manage and control the Commercial Building and from time to time to establish, modify, and enforce reasonable rules and regulations regarding the use, maintenance and operation of the Common Areas and the rules and regulations in all respects will be observed and performed by the Tenant, its officers, employees, customers and other invitees. Without limitation the Landlord has the right in the management and control of the Commercial Building to:

- (a) construct, maintain and operate lighting facilities and heating, ventilating and air-conditioning systems;
- (b) supervise and police the Common Areas;
- (c) close off all or part of the Common Areas at such times as in the opinion of the Landlord are advisable including for security and to prevent the accrual of rights therein to any person;
- (d) convey, modify and terminate easements or other rights pertaining to the use and maintenance of all or part of the Commercial Building;
- (e) close off all or part of the Commercial Building for maintenance, repair, reconstruction;
- (f) employ all persons including supervisors and managers required for the

management and control of the Commercial Building; the Tenant acknowledging that the Commercial Building may be managed by the Landlord or such other person or persons as the landlord may from time to time designate in writing;

- (g) use part of the Common Areas from time to time for selling, displaying, decorating, entertainment or structures designed for special features and promotional activity;
- (h) designate the entrances, areas and time where and when loading of goods is to be done;
- (i) supervise and regulate the delivery and shipping of merchandise, supplies and fixtures to and from the premises in such manner as in the sole judgment of the Landlord is necessary for the proper operation of the Leased Premises and the Commercial Building;
- (j) designate the kind of container to be used for garbage and waste and the manner and the times and places at which it will be placed for collection;
- (k) change from time to time the area, level, location, arrangement or use of any part of parts of the Common Areas but not if a change results in a material and permanent interference with access to the Leased Premises by the Tenant's customers;
- (l) do such other acts with reference to the Commercial Building as in the use of good business judgment the Landlord considers advisable with a view to improving the usefulness and convenience of the Common Areas to the Tenant and others entitled to use them.

8.3

Parking.

- (a) The Tenant, its employees, suppliers and other persons not customers having business with the Tenant shall be prohibited from using for parking of vehicles and loading or unloading of vehicles any part of the customer parking areas as such may be designated and changed from time to time by the Landlord. Tenant and employee parking shall be limited to specified times and places, arranged so as to cause minimal interference to business within the Shopping Centre. If requested by the Landlord the Tenant shall supply its employee's automobile licence numbers to the Landlord.
- (b) Should the Tenant, its employees, suppliers and other persons not customers having business with the Tenant park vehicles in areas not allocated for that purpose, the Landlord shall have the right to remove the said trespassing vehicles and the Tenant will save harmless the Landlord from any and all damages arising therefrom and the Tenant will pay the costs of such removal.
- (c) The parking lot shall be kept reasonably clear of snow and in suitable condition for the purposes of the Tenant and other tenants of the Commercial Building, and shall be adequately lighted during such hours as in the Landlord's opinion are required.
- (d) The Landlord reserves the right to impose charges for the use of the parking areas

or other parking facilities. Such rates and charges shall be determined by the Landlord, having regard to the parking facilities provided, but it is expressly agreed that rates and charges may be in an amount sufficient in the judgment of the Landlord to discourage long-term and non-customer parking and secure a sufficient turnover and number of parking spaces to accommodate customers of the Shopping Centre.

ARTICLE 9 REPAIRS

9.1

The Tenant covenants with the Landlord that:

- (a) the Tenant shall at all times during the term or extension thereof repair, maintain and keep the Leased Premises, all equipment and fixtures including without limitation exterior and interior doors, windows, glass, partitions, heating, ventilating, air-conditioning, plumbing and electrical equipment and fixtures within the Leased Premises, (or elsewhere if such equipment and fixtures situate other than in the Leased Premises are provided exclusively for the benefit of the Leased Premises) and any improvements now or hereafter made to the Leased Premises, equipment and fixtures in a good and substantial state of repair to the standards of a first class Commercial Building, reasonable wear and tear and damage by Insurable Hazard only excepted and the Tenant covenants to perform such maintenance, to effect such repairs and replacement and to decorate at its own cost and expense as and when necessary or reasonably required so to do by the Landlord.
- (b) Landlord's Examination of Leased Premises - the Landlord and any employee, servant or agent of the Landlord shall be entitled at any reasonable time during normal business hours and during any emergency, from time to time, to enter and examine the state of maintenance, repair, decoration and order of the Leased Premises, all equipment and fixtures within the Leased Premises and any improvements now or hereafter made to the Leased Premises, and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs, replacements or decorations as may be found necessary from such examination. The failure of the Landlord to give such notice shall not however relieve the Tenant from its obligation to maintain, repair, decorate and keep the Leased Premises and appurtenances in good order and repair as aforesaid and to make such replacements as may be necessary.
- (c) Repairs by Designated Tradesmen - the Tenant shall, when necessary, and whether upon receipt of notice from the Landlord or not, effect and pay for such maintenance, repairs, replacements or decoration as may be the responsibility of the Tenant under Article 9.1(a). In the event that the Tenant fails to comply with the Landlord's request to effect repairs, replacements or maintenance to be undertaken, the provisions of Article 15.5 shall apply.
- (d) If part of the Commercial Building including the Common Areas becomes in disrepair, is damaged or destroyed through negligence of the Tenant or its officers, employees, customers or other invitees, the Tenant shall reimburse the Landlord for

the cost of repairs or replacements promptly upon demand except to the extent that the Landlord is indemnified by insurance.

- (e) **Repairs at End of Term** - at the end or sooner determination of the Term the Tenant will deliver to the Landlord vacant possession of the Leased Premises in the condition in which the Tenant is required to maintain the Leased Premises.

9.2 **Damage or Destruction (Partial).** If there is damage to the Leased Premises or damage to the Commercial Building which prevents access to the Leased Premises or the supply of services essential to the Leased Premises and if the damage is such that the Leased Premises is rendered not reasonably capable of use by the Tenant for the conduct of its business for a period of time exceeding ten days:

- (a) unless the damage was caused by the negligence of the Tenant or an assignee, sub-tenant, concessionaire, licensee or other person conducting business on or from the Leased Premises or an officer, employee, customer or other invitee of any of them, the fixed Minimum Rent payable under Article 4.1(a)(i) from the period beginning at the end of ten days after the occurrence of the damage until at least a substantial part of the Leased Premises is again reasonably capable of use and occupancy for the purpose aforesaid will abate in the proportion that the Area of the Leased Premises rendered not reasonably capable of use by the Tenant for the conduct of its business bears to the Area of the Leased Premises but not exceeding the amount of rental income insurance proceeds payable to the Landlord for the period;
- (b) unless this Lease is terminated under Article 9.3 the Landlord or the Tenant or both as the case may be (according to the nature of the damage and the Tenant's obligation to repair under Article 9.1) will repair the damage with all reasonable diligence but any abatement of Minimum Rent to which the Tenant is entitled under this Article 9.2 will not extend beyond the date by which in the reasonable opinion of the Landlord the Tenant should have completed its repairs with all reasonable diligence.

9.3 **Termination in Event of Damage.**

- (a) The Landlord by written notice to the Tenant given within thirty days of the occurrence of damage to the Commercial Building may terminate this Lease:
 - (i) if the Commercial Building is damaged by any cause and in the reasonable opinion of the Landlord either cannot be repaired or rebuilt with reasonable diligence within one hundred and eighty (180) days after the occurrence of the damage, or the cost of repairing or rebuilding it would exceed by more than \$100,000.00 the proceeds of the Landlord's insurance available for the purpose; or
 - (ii) if the Leased Premises are damaged by any cause and the damage is such that the Leased Premises or a substantial part of the Leased Premises is rendered not reasonably capable of use by the Tenant for the conduct of its business and in the reasonable opinion of the Landlord cannot be repaired or rebuilt with reasonable diligence by six months before the end of the Term.

- (b) The Tenant by written notice to the Landlord given within thirty days of the occurrence of the damage may terminate this Lease if the leased premises are damaged by any cause and the damage is such that the Leased Premises or a substantial part of the Leased Premises is rendered not reasonably capable of use by the Tenant for the conduct of its business and in the reasonable opinion of the Landlord cannot be repaired or rebuilt with reasonable diligence by six months before the end of the Term.
- (c) If this Lease is terminated under either Articles 9.3(a) or (b), neither the Landlord nor the Tenant will be bound to repair as provided in Article 9.1 and the Tenant will deliver up possession of the Leased Premises to the Landlord with reasonable speed but in any event within sixty days after the giving of notice of termination and all rent will be apportioned and paid to the date upon which possession is delivered up subject to any abatement to which the Tenant may be entitled under Article 9.3 but otherwise the Landlord or the Tenant or both as the case may be will repair the damage with all reasonable diligence.
- (d) Certificate of Architect - If the Leased Premises or the Commercial Building is damaged and there is doubt as to whether the Leased Premises or the Commercial Building can be repaired or rebuilt within one hundred and eighty (180) days or by six months before the end of Term or as to the cost of repairing or rebuilding the Commercial Building or as to whether the Leased Premises or a substantial part of the Leased Premises is rendered not reasonably capable of use by the Tenant for the conduct of its business or once again has become capable of such use the doubt will be settled by the Architect and his Certificate will be conclusive.

ARTICLE 10 INSURANCE AND INDEMNITY

10.1 Insurance. The Tenant will take out and keep in force throughout the Term and during such other time as the Tenant occupies the Leased Premises or part thereof all risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements and all parts of the Premises which the Tenant is obligated to keep in repair under Article 9.1 to the full replacement value thereof. The Tenant will take out and maintain other insurance in amounts and upon terms reasonable for a prudent tenant to provide as determined by the Landlord and its insurance advisers or its Mortgagee.

10.2 Comprehensive General Liability Insurance. The Tenant will take out and keep in force throughout the Term comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations of the Tenant and subtenants, concessionaires, licensees and other persons conducting business on or from the Leased Premises, indemnifying and protecting the Landlord and the Tenant to a minimum limit of \$3,000,000.00.

10.3 The Insureds. Each insurance policy referred to in Articles 10.1 and 10.2 will name the Landlord and any persons, firms or corporations designated by the Landlord as additional named insureds as their interests may appear, will contain if available and as appropriate a waiver

insurance carried by the Landlord for its protection against rent loss through an insured risk. Bills for the increases and additional premiums may be rendered by the Landlord to the Tenant when the Landlord elects, and will be due and payable by the Tenant when rendered, and the amount thereof will be paid as Additional Rent.

10.6 Cancellation of Insurance. If an insurance policy upon part of the Commercial Building is cancelled or threatened by the insurer to be cancelled, or the coverage thereunder reduced or threatened to be reduced by the insurer because of the use and occupation of the Leased Premises, and if the Tenant fails to remedy the condition giving rise to cancellation, threatened cancellation, reduction or threatened reduction of coverage within forty-eight (48) hours after notice thereof by the Landlord, the Landlord may either:

- (a) re-enter the Leased Premises whereupon Article 15.7 will apply, or
- (b) enter the Leased Premises and remedy the condition giving rise to the cancellation or reduction, and the Tenant will pay to the Landlord the cost thereof on demand as Additional Rent, and the Landlord will not be liable for damage or injury caused to property of the Tenant or others located on the Leased Premises as a result of the entry.

10.7 Indemnification of the Landlord. Except to the extent that the loss of life, personal injury or damage to property referred to in this sentence is caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law, the Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Leased Premises or the occupancy of use of the Leased Premises or occasioned wholly or in part by an act or omission of the Tenant, its officers, employees, agents, customers, contractors or other invitees, licensees or concessionaires or by anyone permitted by the Tenant to be on the Leased Premises. In case the Landlord, without actual (as opposed to merely vicarious) fault on its part, is made a party to litigation begun by or against the Tenant, excepting a bona fide action by the Tenant against the Landlord, the Tenant will protect and hold the Landlord harmless from and will pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with the litigation. The Tenant will also pay all costs, expenses and reasonable legal fees incurred by the Landlord in enforcing this Lease.

10.8 Loss and Damage. The Landlord is not liable for the death of or injury to the Tenant or others on the Leased Premises, or for the loss of or damage to property of the Tenant or others by theft or otherwise. Without limiting the generality of the foregoing, the Landlord is not liable for death, injury, loss or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by other cause of any kind. The Landlord is not liable for death, injury, loss or damage caused by other tenants or occupants or other persons on the Leased Premises or in any other part of the Commercial Building, or resulting from construction, alteration or repair. The Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to alterations, remodelling or decoration of or installation of equipment or fixtures in the Leased Premises except such, if any, as is expressly contained or referred to in this Lease, and that unless an express provision provides for completion of the alteration, remodelling, decoration or installation after the Tenant's taking occupancy of the Leased

Premises, the taking of occupancy, subject always to the provision of Article 12.3, constitutes conclusive evidence as against the Tenant that the alterations, remodelling or decoration or installation of equipment or fixtures has been satisfactorily completed. The certificate of the Architect that the Landlord has fulfilled its obligation in respect of the Leased premises binds the parties in any event. All property of the Tenant kept or stored on the Leased Premises will be kept or stored at the risk of the Tenant only and the Tenant will hold the Landlord harmless from all claims arising out of damage to it, including subrogation claims by the Tenant's insurers.

10.9. Indemnification of the Tenant. The Indemnifier shall be responsible for and shall pay to the Landlord all costs and expenses arising out of the enforcement or attempts to enforce the covenants of the Tenant under the Lease and the covenants of the Indemnifier hereunder, including, without limitation, accountants fees and legal fees and costs.

ARTICLE 11 ASSIGNMENT AND SUBLETTING

11.1 Consent Required. The Tenant will not, and will not permit a subtenant to, assign this Lease in whole or in part, or sublet all or part of the Leased Premises, or mortgage or encumber this Lease or the Leased Premises or part thereof, and will not permit the occupation or use of all or part thereof by others without the prior written consent of the Landlord in each case, which consent despite any statutory provisions to the contrary, may be arbitrarily or unreasonably withheld for the first three (3) years of the Term after which time it will not be withheld unreasonably except that it may be withheld in any event if the permitted use of the Leased Premises stipulated in Article 6.1 would be changed. It will not be unreasonable for the Landlord to consider the following factors before giving or withholding its consent: any covenants made by the Landlord with another tenant of the Commercial Building, the financial background and status, business history, capability in the Tenant's line of business, the quality of merchandise of and whether Gross Revenue is likely to be reduced by the proposed assignee, sublessee or occupant. The Consent by the Landlord to an assignment or subletting will not constitute a waiver of its consent to a subsequent assignment or subletting. This prohibition against assignment or subletting includes a prohibition against an assignment or subletting by operation of law. If this Lease is assigned, or if all or part of the Leased Premises is sublet or occupied by anybody other than the Tenant, in any case without the consent of the Landlord when required, the Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, sublease, occupancy or collection will be considered a waiver of this covenant, or the acceptance of the subtenant or occupant as tenant. Despite an assignment the Tenant remains fully liable under this Lease. The Tenant shall pay all costs and expenses of the Landlord with respect to seeking and/or obtaining the Landlord's consent to assignment or subletting.

11.2 Conditions of Consent. Notwithstanding the provisions of Section 11.1, the Tenant may, without the Landlord's consent and provided that the Tenant is not in default of any of its obligations of the Lease, assign or sublet the Lease at any time during the Term to:

- a) a parent, subsidiary, affiliate, division or any other entity controlling, controlled by, or under common control of the Tenant,
- b) a successor entity related to the Tenant by merger, consolidation, reorganization, or government action, or

- c) a licensee or contractor who, under a license or independent contractor agreement between such party and the Tenant, is obligated to carry on business consistent with the provisions of Article 6 above;

provided, however, that in the event that the Lease is assigned under the above circumstances, the Tenant shall be the guarantor and indemnifier of the Assignee's obligations under the Lease.

ARTICLE 12

CONSTRUCTION AND ACCEPTANCE OF PREMISES

12.1 The Tenant acknowledges that it has entered into these presents on the express understanding that the Landlord's work in the Leased Premises is limited to the scope of construction delineated as Landlord's work in Section A of Schedule B and further that the Tenant's work includes the procurement and/or installation at its own expense of those items set forth in Section B of Schedule B which shall be installed and/or procured by the Tenant in accordance with the procedures set out in Schedule B and all such other work as the Tenant may desire to perform in the Leased Premises and to which the Landlord may agree (provided no such work shall be commenced by the Tenant until such time as architectural plans and specifications relating to the said work have been supplied to the Landlord and approved by it in writing). The Tenant covenants and agrees that it will in accordance with the procedures set out in Schedule B fully equip the Leased Premises with all trade equipment, lighting fixtures, furniture, operating equipment, furnishings, fixtures, floor coverings, heating, ventilating and air-conditioning equipment and any other equipment necessary for the proper operation of the Tenant's business and such installation shall be completed without damage to the structure of the Leased Premises or to the heating, ventilating, air-conditioning, sprinklers, plumbing, electrical and other mechanical systems of the Shopping Centre.

12.2 The Tenant covenants and agrees that it will within thirty (30) days after the last to occur of the following dates:

- (a) the date the Landlord approves in writing of the plans and specifications required to be delivered by the Tenant to the Landlord pursuant to Schedule B hereof; or
- (b) the date of delivery of possession of the Leased Premises to the Tenant sufficiently completed to permit the commencement of construction of the Tenant's work;

complete or cause completion of the Tenant's work in accordance with procedure provided in Schedule B. The Tenant will not make any change to the structural elements of the Leased Premises.

12.3 Acceptance of Premises. The Tenant will notify the Landlord of any defects in the Leased Premises that prevent or diminish their use, within thirty (30) days after the date when the Tenant is given occupancy by the Landlord, and failing the giving of notice the Tenant will be considered for all purposes to have accepted the Premises in their then existing condition and the Landlord will not have further obligation to the Tenant for defects or faults excepting:

- (a) latent defects which cannot be discovered on a reasonable examination, and

- (b) defects or faults in structural elements relating to the Leased Premises not caused by the Tenant's acts or omissions.

If a dispute occurs as to whether or not a defect or fault exists, the decision of the Architect will be final and binding upon both parties.

12.4 The opening by the Tenant of its business in the Commercial Building shall constitute an acknowledgement by the Tenant that the Leased Premises are in the condition called for by this Lease and that the Landlord has performed all the Landlord's work with respect thereto.

ARTICLE 13 **TENANT'S COVENANTS**

13.1 **Installation and Changes by the Tenant.** All fixtures installed by the Tenant will be of first class quality. The Tenant will not make or cause to be made any change, decoration, addition or improvement or cut or drill into, nail or otherwise attach, secure or install any trade fixture, exterior sign, floor covering, interior or exterior lighting, or mechanical or electrical system or fixture, or plumbing fixture, shade or awning to any part of the Leased Premises or to the exterior of the Leased Premises including the store front or hang from or affix anything to a ceiling without first obtaining the Landlord's written approval. The Tenant will present to the Landlord plans and specifications for the work at the time approval is sought and the work will be done by contractors or other workers or tradesmen approved by the Landlord and in good and workmanlike manner with first class materials. The Tenant will not make any change to the structural elements of the Leased Premises.

13.2 **Removal of Installations and Restoration by Tenant.** All alterations, decorations, additions and improvements made by the Tenant or made by the Landlord on the Tenant's behalf become on affixation the property of the Landlord. No alteration, decoration, addition or improvement will be removed from the Leased Premises before the end of the Term without prior consent in writing from the Landlord. Upon termination of this Lease the alterations, decorations, additions and fixed improvements excepting Tenant's fixtures will remain the property of the Landlord as part of the reversion, but the Tenant will remove all or some of the alterations, decorations, additions and fixed improvements and restore the Leased Premises if and to the extent requested by the Landlord. Every installation, removal or restoration by the Tenant of its fixtures will be done at the sole expense of the Tenant and the Tenant promptly will make good or reimburse the Landlord the cost of making good all damage to structural elements relating to the Leased Premises or to the heating, ventilating, air-conditioning, plumbing, electrical or other mechanical systems in the Commercial Building caused thereby.

13.3 **Tenant to Discharge all Liens.** The Tenant will pay promptly all its contractors and materialmen and will not permit, do or cause anything to be done to the Leased Premises during the period of construction and fixturing of the Leased Premises or at any other time which would allow any lien, lis pendens, judgment or certificate of any court or any mortgage, charge or encumbrance of any nature whatsoever to be imposed or remain upon the Leased Premises or the Shopping Centre. In the event of any registration of any lien or other encumbrance the Tenant shall at its own expense cause the same to be discharged within ten (10) days after it is brought to the attention of the Tenant.

13.4 **Rules and Regulations.** The Tenant covenants that it will abide by any and all

reasonable rules and regulations which may, from time to time, be established by the Landlord for the Shopping Centre. The Landlord shall communicate such rules and regulations to the Tenant in writing and after such communication such rules and regulations shall be deemed to be an integral part of the Lease.

13.5 **Security Interest.** The Tenant covenants that it will not create a security interest in fixtures or goods which may become fixtures, nor permit the filing of a notice pursuant to section 49 of the Personal Property Security Act of British Columbia against this Lease, the Leased Premises or the Commercial Building, provided that the Tenant may create a security interest in fixtures or goods which may become fixtures if each secured party covenants with the Landlord that the secured party's interest is subordinate to the Landlord's. The Tenant further covenants and agrees that all goods becoming affixed to the Leased Premises become the property of the Landlord, but subject to the rights of the Landlord pursuant to Article 13.2. If the Tenant is in default pursuant to the provisions of this Article 13.5 then, in addition to all other rights and remedies available to the Landlord, the Landlord may make any payments to a secured party required to release the secured party's claim, and such payments shall be collectible in the same manner as rent.

ARTICLE 14 **CHANGE IN CONTROL**

14.1 **Corporate Ownership.** If after the date of execution of this Lease shares not listed for sale on a recognized stock exchange in Canada of the Tenant are transferred by sale, assignment, bequest, inheritance, operation of law or other disposition, or issued by subscription or allotment, or cancelled or redeemed, so as to result in a change in the effective voting or other control of the Tenant from the person or persons holding control on the date of execution of this Lease or on the date when the Tenant becomes a corporation if later, or if other steps are taken to accomplish a change of the control, the Tenant promptly will notify the Landlord in writing of the change, which will be considered to be an assignment of this Lease to which Article 11.1 applies; and whether or not the Tenant notifies the Landlord, the Landlord may terminate this Lease within sixty (60) days after the Landlord learns of the change unless the Landlord previously had consented to the change. The Tenant will make available to the Landlord or its lawful representatives all corporate books and records of the Tenant for inspection at all reasonable times, to ascertain to the extent possible whether there had been a change of control.

ARTICLE 15 **DEFAULT OF TENANT**

15.1 **Default.** If default shall be made by the Tenant in the payment of any monies due when the same become due and payable pursuant to any covenant, agreement or condition contained in this Lease interest at the rate of four (4%) percent above the prevailing prime rate then announced by the Landlord's bankers shall be payable on any such monies from the date of default to date of payment and an administration charge of one hundred and fifty (\$150.00) dollars for late payment and no such default shall be considered to be remedied until the interest and administration charge have also been paid.

15.2 If and whenever the rent hereby reserved or any part thereof shall not be paid on the day appointed for payment thereof whether lawfully demanded or not or in case of breach or non-observance or non-performance of any of the covenants, agreements, provisions, conditions or rules

and regulations on the part of the Tenant to be kept, observed or performed or if the Tenant or an agent of the Tenant falsifies a report required to be furnished to the Landlord pursuant to this Lease or in case the Leased Premises shall be vacated or remain unoccupied for five (5) days without the written consent of the Landlord or the Leased Premises shall be used by any person other than the Tenant, the Tenant's permitted assigns or permitted sub-lessees or for any other purpose than that for which the same were let or in case the Term shall be taken in execution or attachment for any cause whatever then and in every such case it shall be lawful for the Landlord at any time thereafter to enter into and upon the Leased Premises or any part thereof in the name of the whole and the same to have again repossessed and enjoy as of its former state anything in this Lease contained to the contrary notwithstanding. The Landlord in addition to any other right or remedy it may have will have the right to remove all persons and property from the Leased Premises and the property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant and without service of notice or resort to legal process and without being considered guilty or trespass or becoming liable for loss or damage occasioned thereby.

15.3 Bankruptcy of Tenant.

- (a) The demise in this Lease contained shall be determined immediately and without the Landlord re-entering, upon any proceedings under the Bankruptcy and Insolvency Act of Canada or other statute of similar purport being commenced against the Tenant and not dismissed before an adjudication of bankruptcy the making of a receiving order or an assignment by or against the Tenant the appointment of a trustee or the confirmation of a composition, arrangement or plan or reorganization under the said Act, and all rights of any person claiming under or through the Tenant shall thereupon cease and all rent then due plus rent that would have been due for the next three (3) months had this Lease not determined shall immediately become due and be payable to the Landlord.
- (b) The Tenant agrees that if:
- (i) the Term or any of the goods and chattels of the Tenant on the Leased Premises at any time during the Term are seized or taken in execution or attachment by a creditor of the Tenant,
 - (ii) the Tenant or a guarantor or indemnifier of this Lease makes an assignment for the benefit of creditors or a bulk sale from the Leased Premises other than a bulk sale to an assignee or sublessee pursuant to an assignment or sublease which under Article 11 was consented to,
 - (iii) a receiver-manager is appointed to control the conduct of the business on or from the Leased Premises,
 - (iv) an order is made for the winding-up of the Tenant,
 - (v) the Tenant, without the written consent of the Landlord, abandons or attempts to abandon the Leased Premises or sells or disposes of goods or chattels of the Tenant or removes any of them from the Leased Premises so that there would not in the event of abandonment, sale or disposal be sufficient goods on the Leased Premises subject to distress to satisfy all rentals accruing due hereunder,

the then current month's rent and the next ensuing three (3) month's Minimum Rental, Additional Rental and Taxes immediately will become due and payable as accelerated rent and the Landlord may re-enter and take possession of the Leased Premises as though the Tenant or the servants of the Tenant or any other occupant of the Leased Premises were holding over after the expiration of the Term and the Lease, at the option of the Landlord, forthwith will become forfeited and determined. In every one of the cases above mentioned the accelerated rent may be recovered by the Landlord in the same manner as rent hereby reserved and in arrears and the option will be considered to have been exercised if the Landlord or its agents give notice to that effect to the Tenant.

15.4 Payment of Landlord's Expenses. If at any time an action is brought for recovery of possession of the Leased Premises, for the recovery of rental or any other amount due under the provisions of this Lease, or because of a breach by act or omission of any covenant herein contained on the part of the Tenant, and a breach is established, the Tenant shall pay to the Landlord all expenses incurred by the Landlord in the enforcement of its rights and remedies hereunder.

15.5 Right of Landlord to Perform Tenant's Covenants. If at any time and so often as the same shall happen the Tenant shall make default in the observance or performance of any covenant herein contained on its part to be observed or performed or shall have failed to make payment of any money hereby undertaken by it to be paid other than as rent to the Landlord, then the Landlord may but shall not be obligated so to do, without waiving or releasing the Tenant from its obligations under this Lease, itself observe and perform the covenant or covenants in respect of which the Tenant has made default or make payment of the moneys the Tenant has failed to pay, and all costs and expenses incurred by the Landlord in the observance or performance of such covenant or covenants including without limitation legal costs as between solicitor and client and any moneys so paid by the Landlord will, with interest thereon from the date of the incurring of such costs or expenses or payment of moneys at a rate equal to two (2%) percent per annum above the prevailing prime rate then being charged by the Landlord's bankers, be a charge on the Leased Premises in favour of the Landlord in priority to the interest of the Tenant hereunder and of any person claiming through or under the Tenant, and all such costs, expenses and moneys and interest thereon shall be payable forthwith by the Tenant to the Landlord and the Tenant covenants to pay the same forthwith on demand by the Landlord and the same shall be treated as rent due and payable to the Landlord hereunder and the Landlord shall have the same rights and remedies and may take the same steps for the recovery thereof as for the recovery of rent in arrears; PROVIDED, and it is expressly understood and agreed that if the Tenant shall fail to make payment of any money demanded of the Tenant and if the Tenant shall in good faith dispute the amount or propriety of any such claim made upon him and if forfeiture of or the registration of a lien against the Commercial Building will not result from nonpayment, then the Landlord shall not pay the same until such dispute has been resolved either by agreement of the Tenant or by the decision of a competent authority, and then only in the event that the Tenant has failed for a space of ten days or more to make payment of the same. The Landlord will not be liable to the Tenant for loss or damage resulting from such action by the Landlord unless caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law.

15.6 Right of Landlord to Seize. The Tenant waives and renounces the benefit of any present or future law taking away or limiting the Landlord's rights against the property of the Tenant

and notwithstanding any such law, the Landlord may seize and sell all the Tenant's goods and property, whether within the Leased Premises or not, and apply the proceeds of such sale upon rental and all other amounts outstanding and upon the costs of the seizure and sale in the same manner as might have been done if such law had not been passed. The Tenant further agrees that if it leaves the Leased Premises leaving any rental or other amounts provided to be paid under this Lease unpaid, the Landlord, in addition to any remedy otherwise provided by law, may seize and sell the goods and chattels of the Tenant at any place to which the Tenant or any other person may have removed them, in the same manner as if such goods and chattels had remained upon the Leased Premises.

15.7 **Right to Re-Let.** If the Landlord re-enters as herein provided it might either terminate this Lease or it may from time to time without terminating the Tenant's obligations under this Lease make alterations and repairs considered by the Landlord necessary to facilitate a re-letting and re-let the Leased Premises or any part thereof as agent of the Tenant for such term or terms and at such rent or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion considers advisable. Upon each re-letting all rents and other monies received by the Landlord from the re-letting will be applied first to the payment of the indebtedness other than rent due hereunder from the Tenant to the Landlord, second to the payment of costs and expenses of the re-letting including brokerage fees and solicitor's fees and costs of alterations and repairs, and third to the payment of rent due and unpaid hereunder.

15.8 **Non-Waiver.** No condoning, excusing or overlooking by the Landlord or Tenant of any default, breach or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat in any way the rights of the Landlord or the Tenant herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

15.9 **Remedies Cumulative.** No exercise of a specific right or remedy by the Landlord or by the Tenant precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

ARTICLE 16

MERCHANT'S ASSOCIATION

16.1 INTENTIONALLY DELETED

ARTICLE 17

ACCESS BY LANDLORD

17.1 **Right Of Entry.** The Landlord and its agents may enter the Leased Premises at all reasonable times to examine them and to show them to a prospective purchaser, lessee or mortgagee. Without limiting the Landlord's rights to make alterations, additions and changes of location under Article 21.3 the Landlord may make alterations, additions and adjustments to and changes of location of the pipes, conduits, wiring, ducts and other installations of any kind in the Leased Premises where necessary to service another part of the Commercial Building, and the Landlord may take all material required therefor on to the Leased Premises without constituting an

eviction of the Tenant in whole or in part, and the rent reserved will not abate while the alterations, additions or changes of location are being made by reason of loss or interruption of the business of the Tenant, or otherwise, and the Landlord will not be liable for damage to property of the Tenant or of others located on the Leased Premises as a result of an entry unless caused by the negligence of the Landlord or another person for whose negligence the Landlord is responsible in law. During the six (6) months prior to the expiration of the Term the Landlord may place upon the Leased Premises the usual notice "For Rent" which the Tenant will permit to remain without interference. If the Tenant is not present to open and permit entry into the Leased Premises when for a proper reason entry is necessary or permissible, the Landlord or its agents may enter by a master key or may forcibly enter without rendering the Landlord or its agents liable therefor and without affecting this Lease. Nothing in this section, however, imposes upon the Landlord an obligation, responsibility or liability for the care, maintenance or repair of the Leased Premises or any part thereof except as specifically provided in this Lease.

17.2 Excavation. If an excavation is made upon the land adjacent to the Leased Premises, or is authorized to be made, the Tenant will give to the person making the excavation permission to enter the Leased Premises, for the purpose of doing work that the Landlord considers necessary to preserve the wall of the building of which the Leased Premises form a part from injury or damage and to support it by proper foundations, without any claim for damages or indemnification against the Landlord or diminution or abatement of rent unless the damages were caused by the negligence of the Landlord or other person for whose negligence the Landlord is responsible in law.

ARTICLE 18

MORTGAGE AND ASSIGNMENT BY LANDLORD, AND REGISTRATION

18.1 Sale or Financing of Shopping Centre. The rights of the Landlord under this Lease may be mortgaged, charged, transferred or assigned to a purchaser or to a mortgagee or trustee for bond holders and in the event of a sale or default by the Landlord under any mortgage, trust deed or trust indenture and the purchaser, mortgagee or trustee, as the case may be, duly entering into possession of the Commercial Building or the Leased Premises, the Tenant agrees to attorn to and become the Tenant of such purchaser, mortgagee or trustee under the terms of this Lease.

18.2 Subordination. This Lease is subject and subordinate of all mortgages, trust deeds or trust indentures which may now or at any time hereafter affect in whole or in part the Leased Premises or the Commercial Building and whether or not any such mortgage, trust deed or trust indenture shall affect only the Leased Premises or the Commercial Building or shall be a blanket mortgage, trust deed or trust indenture affecting other premises as well. This Lease shall also be subject and subordinate to all renewals, modifications, consolidations, replacements and extensions of any such mortgage, trust deed or trust indenture. In confirmation of such subordination and agreement to attorn, the Tenant shall execute promptly upon request by the Landlord any certification, instruments of postponement or attornment or other instruments which, and from time to time are required to give effect hereto. The Tenant hereby irrevocably appoints the Landlord as the Attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant.

18.3 Offset Statement. Within ten days after request therefor by the Landlord or in the event that upon any sale, assignment, hypothecation or mortgaging of the Leased Premises or the

Commercial Building by the Landlord an offset statement shall be required from the Tenant, the Tenant covenants and agrees with the Landlord to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to the Landlord, certifying that this Lease is in full force and effect and that there are no defences, offsets or prepayments thereto.

18.4 Assignment by Landlord. In the event of the sale or lease by the Landlord of the Commercial Building or a portion thereof containing the Leased Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser, lessee under such lease or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations. The Tenant shall, from time to time at the request of the Landlord, certify or acknowledge to any mortgagee, purchaser, lessee, or assignee or proposed mortgagee, purchaser, lessee, or assignee, the status and validity of this Lease, and the state of the Landlord's and Tenant's account hereunder.

18.5 Registration. The Tenant covenants and agrees with the Landlord that the Tenant, at the request of the Landlord and at the cost and expense of the Tenant, will cause this Lease to be registered in the appropriate Land Registry Office. Notwithstanding the provisions of Article 18.2 in the even the Landlord requires this Lease to be registered in priority to any mortgage, trust deed or trust indenture which may now or any time hereafter effect in whole or in part the Leased Premises or the Commercial Building and whether or not any such mortgage, trust deed or trust indenture shall affect only the Leased Premises or the Commercial Building or shall be a blanket mortgage, trust deed or trust indenture affecting other premises as well, the Tenant covenants and agrees with the Landlord that the Tenant shall execute promptly upon request by the Landlord any certificate, priority agreement, or other instrument which may from time to time be requested to give effect thereto. The Tenant hereby irrevocably appoints the Landlord as Attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the manner of the Tenant.

ARTICLE 19 OVERHOLDING

19.1 No Tacit Renewal. If the Tenant remains in possession of the Leased Premises after the end of the Term and without execution and delivery of a new lease or a written renewal or extension of this Lease, there is not tacit or other renewal of this Lease, and the Tenant will be considered to be occupying the Leased Premises as a tenant from month to month at a monthly rental payable in advance on the first day of each month equal to the sum of:

- (a) twice the monthly instalment of fixed Minimum Rent payable for the last month of the Term, and
- (b) one-sixth (1/6) of the Percentage Rent, if any, for the Lease Year immediately preceding the last Lease Year of this Lease, and
- (c) one-sixth (1/6) of the amount of Additional Rent and charges payable by the Tenant for the year immediately preceding the last Lease Year of this Lease,

and otherwise upon the terms and conditions set forth in this Lease, so far as applicable.

ARTICLE 20
LANDLORD'S COVENANTS

20.1 **Quiet Enjoyment.** That if the Tenant pays the rent hereby reserved and performs the covenants here in on its part contained, it shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from, or under it.

ARTICLE 21
MISCELLANEOUS

21.1 **Time of the Essence.** Time shall be of the essence of this Lease.

21.2 **Entire Agreement.** The Tenant acknowledges that there have been no representations made by the Landlord which are not set out in the Lease, that the plan attached as Schedule A sets forth the general layout of the Commercial Building, and the adjoining lands and buildings and shall not be deemed to be a representation or agreement of the Landlord that the Commercial Building and the adjoining lands and buildings will be exactly as indicated on such plan.

21.3 **Alterations and Additions.** The Tenant covenants that nothing contained in this Lease shall be construed so as to prevent the Landlord from varying or altering the location or size of parking areas, driveways and sidewalks from time to time or from erecting additional buildings or extending buildings after the Commencement Date of Term and without limiting the foregoing, the Landlord shall have the unrestricted right to construct additional buildings from time to time on the Common Area, add or change any building, or may alter the ingress and egress to the Common Area, change the loading or unloading facilities and service entrances from time to time without in any way being responsible to the Tenant, provided only that the Landlord shall at all times provide reasonable access to the Leased Premises across the Common Area for the Tenant, its servants, agents and customers. Subject to the foregoing and to the obligation of the Landlord to maintain at all times on the Common Area adequate parking facilities, the Landlord may transfer or dispose of portions of the Common Area to the owners of abutting property, or dedicate or transfer to Municipal authorities, lands for road widening and other purposes, and when and so often as the Landlord shall dispose or transfer or dedicate any portion of the Common Area, then the reference herein to "Common Area" shall mean and refer to the portion of the Common Area remaining after any such transfer, disposition or dedication together with any adjacent land which may be acquired by the Landlord on any such transfer, disposition or dedication. If the Landlord should elect to make alterations or additions to the Commercial Building and in the Landlord's reasonable opinion in making such alterations or additions it is necessary to relocate the Leased Premises then the Tenant shall so relocate and the Landlord shall provide to the Tenant, as soon as is reasonably possible, premises of a similar size and the Landlord shall pay to the Tenant the undepreciated value of the Tenant's improvements calculated on a straight line basis over the original term of the Lease for such improvements as were placed in the Leased Premises by the Tenant in accordance with its obligations herein during such term and are not in the nature of the Tenant's trade fixtures. Upon so relocating the new premises shall be deemed to be the Leased Premises and all the terms and conditions contained in this Lease shall apply, mutatis mutandis, to the Tenant's occupation of the said new premises.

21.4 **Governing Law.** The Lease shall be construed and governed by the laws of the Province of British Columbia. Should any provision or provisions of the Lease and or its conditions

be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.

21.5 **No Partnership.** It is understood and agreed that nothing contained in this Lease nor in any acts of the parties hereby shall be deemed to create any relationship between the parties hereto other than the relationship of the Landlord and Tenant.

21.6 **Several Tenants.** Should the Tenant or the Guarantor, if any, comprise two or more persons, each of them, and not one or the other or others, shall be jointly and severally bound with the other or others to the Landlord for the due performance of the obligations of the Tenant and Guarantor hereunder. Where required by the context herein the singular shall include the plural, and the masculine gender shall include either the feminine or neuter genders, as the case may be, and vice-versa.

21.7 **Accord and Satisfaction.** No payment by the Tenant or receipt by the Landlord of a lesser amount than rent herein stipulated will be considered to be other than on account of the earliest stipulated rent nor will an endorsement or statement on a cheque or in a letter accompanying a cheque or payment as rent be considered to be an accord or satisfaction and the Landlord may accept a cheque or payment without prejudice to the Landlord's right to recover the balance of the rent or pursue any other remedy.

21.8 **Successors, etc.** Subject to the provisions of the Lease respecting assignment by the Tenant, this indenture shall enure to the benefit of and be binding upon the Landlord, its successors and assigns and the heirs, executors, administrators and other personal legal representatives, successors and permitted assigns of the Tenant.

ARTICLE 22 NOTICE

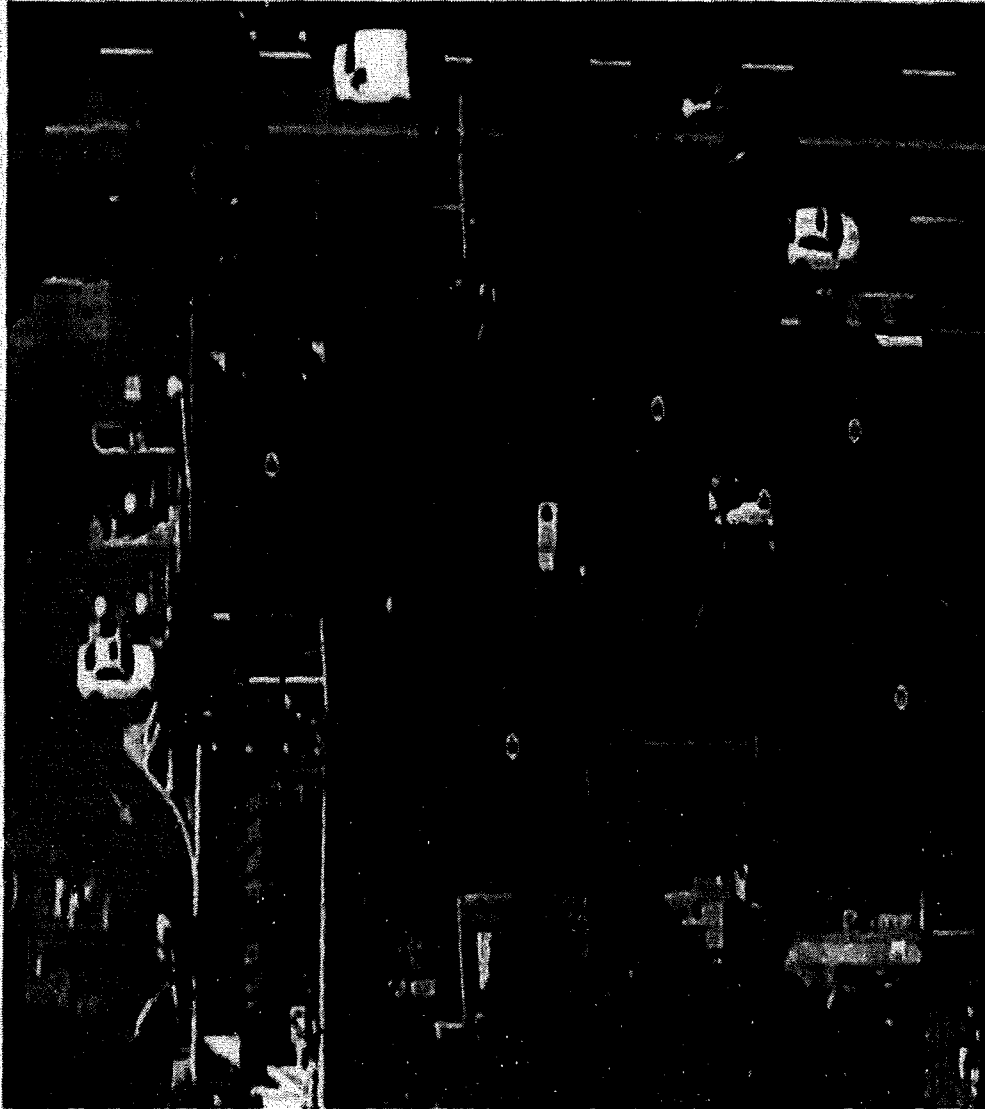
22.1 **Notice.** Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this Lease shall be given or made in writing and either delivered personally or sent by registered mail, postage prepaid, addressed to the Landlord at:

c/o Martello Property Services Inc.
Suite 200 – 808 West Hastings St.
Vancouver, British Columbia, V6C 2X4

or addressed to the Tenant at:
The Leased Premises

or to such other address of which a party may from time to time notify the other in writing. The time of giving or making such notice, demand, request, consent or objection shall be, if delivered, when delivered, and if mailed, then on receipt at such address. If in this Lease two or more persons are named as Tenant or Guarantor, if any, such notice, demand, request, consent or objection shall be given to any one of such persons. All payments required to be made by this Lease shall be addressed as provided for in this Article 22 unless otherwise directed by the Landlord.

SCHEDULE A



SCHEDULE B

SECTION A - Description of Landlord Work

All work to be done by the Landlord has been done and the Leased Premises shall be delivered by the Landlord to the Tenant in the condition in which they were found on the date of delivery of the Leased Premises to the Tenant.

SECTION B - Description of Tenant Work

The Tenant shall complete the construction and finishing of the Leased Premises on or before the Commencement Date of the Term, to the standards of premises located in a first class, urban Shopping Centre.

The Tenant will provide, furnish and install, at its expense and conforming to governing building and fire code regulations, all leasehold improvements and all other improvements and all architectural, electrical, mechanical and plumbing work not described in Section A hereof. The Tenant's plans and specifications will be prepared by an architect in sufficient detail to permit the Landlord to review the same. All plans and specifications for the Tenant's work shall include:

- (1) Plans, sections, elevations and details of architectural, electrical, mechanical and plumbing work drawn to scale;
- (2) Drawings, including dimensions, materials, colour and texture specifications (colour chips to be included).

No work shall be undertaken by the Tenant until the Tenant has provided the plans and specifications to the Landlord and obtained the Landlord's consent thereto, and all work undertaken by the Tenant shall be strictly in accordance with the work so described and approved.

The Tenant shall provide to the Landlord "as built" drawings after completion of the Tenant's work and from time to time as the Tenant makes permitted alterations or additions to the Tenant's work.

The Tenant will during construction and merchandising maintain the Leased Premises in a clean and orderly condition, properly removing unused construction materials, merchandise, shipping containers, equipment, all debris and flammable material from the Lands. During the construction, merchandising and subsequent store operation, the Tenant will contain all construction materials, equipment, store fixtures, merchandise, shipping containers and general debris within the Leased Premises.

Temporary electrical power, lighting, water, heat and other services required by the Tenant within the Leased Premises during construction and fixturing of the Leased Premises and all janitorial services and garbage services and other expenses with respect to the occupation of the Leased Premises by the Tenant will be the Tenant's responsibility and at its expense.

The Tenant must provide for and procure all permits, including the Certificate of Occupancy and those for construction work for which the Tenant is responsible. All work must conform with the local, municipal, provincial and federal codes, inspection bureaus and underwriters requirements.

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SCHEDULE A - PLAN OF PREMISES
SCHEDULE B - LANDLORD AND TENANT WORK

OFFER TO LEASE

To: CBRE Limited
1111 West Georgia Street, Suite 600
Vancouver, BC V6E 4M3

Attention: Mr. Michael G. Mylett

1024350 B.C. Ltd. (the "Tenant") hereby offers to enter into a lease with Jericho Villa Ltd. (the "Landlord") upon the following terms and conditions.

1. PREMISES

The Offer is to lease premises having a rentable area of two thousand one hundred ninety two (2,192) square feet, more or less subject to final measurement, as shown outlined in black on the floor plan attached hereto as Schedule "A" (the "Premises"), being part of the Ground floor of the building located at 1884 West 4th Avenue, Vancouver, BC (the "Building").

2. TERM

The term of the lease shall be for five (5) years commencing on July 1, 2015, and ending on June 30, 2020 (the "Term").

3. RENT

The Annual Net Rent, plus applicable taxes, shall be payable monthly in advance on the first day of each month during the Term to the Landlord. The Net Rent shall be based on the Rentable Area of the Leased Premises and measured in a manner prescribed by the Lease as follows:

<u>Lease Year</u>	<u>Annual Rate</u>
1-5	\$28.00 per sq. ft. (net)

4. TENANT AND LANDLORD RESPONSIBILITIES

The Landlord shall be responsible for all structural repairs. The Tenant shall be responsible for business taxes and telecommunications charges, together with the tenant's proportionate share of all property taxes and applicable building operating expenses from the commencement of the Term hereof, as outlined in the lease to be provided. It is understood and agreed that the property taxes and applicable building operating expenses estimated for 2015 are Eighteen Dollars (\$18.00) per square foot.

5. FIXTURING PERIOD

The Tenant shall have possession of the Premises May 1, 2015, until the lease commencement date for the purpose of installing its leasehold improvements. During the sixty (60) day Fixturing Period, the Tenant shall not be responsible for rent, or its proportionate share of property taxes and building operating expenses. Tenant shall be permitted to open at no charge during its rent free fixturing period.

6. TENANT'S WORK

The Tenant shall complete, at its expense, its own leasehold improvements in the Premises, if any excluding Landlord's Work, described above, in accordance with all the provisions in the Lease governing the construction of Leasehold Improvements.

Landlord Initial	Tenant Initial
<i>LA</i>	<i>LA</i>

7. SIGNAGE

The Tenant shall be permitted to install its streetfront signage on the Premises and west wall elevation where previous tenant has signage subject to municipal permits and bylaws and Landlord's approval not to be unreasonably withheld.

8. OPTION TO RENEW

If the Tenant duly and regularly pays rent, plus applicable taxes, and performs each and every of the covenants herein to be performed and observed by the Tenant, the Landlord shall grant to the Tenant, upon six (6) months' written notice prior to the expiration of the term, a renewal lease for a term of five (5) years upon the same terms and conditions contained herein, save as to rent, free rent, Tenant improvement allowance and/or any other inducement granted to the Tenant, plus applicable taxes, and this Option to Renew clause. Rent for said renewal terms shall be agreed upon between the parties and shall be based on the fair market rent for premises of similar size, quality and location at time of renewal, but shall not be less than the rent payable during the last year of the term of the lease. The Landlord and Tenant shall attempt to agree on the fair market rent for the renewal term during the three (3) month period immediately preceding the expiry of the initial term. Failing agreement as to the rent rate, the rate shall be determined by a single arbitrator under the Commercial Arbitration Act of British Columbia.

9. WORKING DRAWINGS

The Tenant shall submit to the Landlord working drawings of any proposed Tenant's improvements to the Premises, which drawings must be approved by the Landlord prior to the commencement of any such work.

10. PERMITS

It is the Tenant's responsibility to secure all the necessary building permits and approvals required by the City of Vancouver for all Tenant improvements. Such permits must be secured and copies provided to the Landlord before any work shall commence on the improvements. The Tenant shall also be responsible for making application for a Certificate of Occupancy as it applies to the improvements. The Tenant shall not take occupancy or partial occupancy of the Premises until a Certificate of Occupancy is secured from the City of Vancouver where applicable.

11. USE

Tenant shall use the Premises for a cannabis store and accessories and for no other purpose except with the prior written approval of the Landlord.

12. ASSIGNMENT

Landlord's consent, which Landlord will not unreasonably withhold, is required for any assignment or subletting, provided however, that Tenant may, without Landlord's consent, sublet or assign the Lease to:

- (a) a parent, subsidiary, affiliate, division or other entity controlling, controlled by, or under common control with Tenant; or
- (b) a successor entity related to Tenant by merger, consolidation, reorganization or government action.

13. LEASE

The Tenant agrees to forthwith execute and deliver to the Landlord the Landlord's standard form of lease which shall be modified to relate to the terms and conditions contained in this Offer to Lease prior to taking occupancy of the Premises.

Landlord Initial	Tenant Initial
	LA

14. LANDLORD'S SUBJECT CONDITION

This Offer, if accepted is subject to the Landlord approving the Tenant's financial worthiness within one (1) week of receiving its credit application. Tenant shall provide such financial information and references as Landlord may require. This subject condition is for the sole benefit of the Landlord and may be waived and/or removed by the Landlord at anytime within the conditional period by delivery of written notice to CBRE Limited, Suite 600, 1111 West Georgia Street, Vancouver, BC. Should the subject condition contained herein not be waived and/or removed within the time period specified, then this Offer shall be considered null and void.

15. TENANT'S SUBJECT CONDITION

This Offer, if accepted, is subject to the Tenant's review of the Landlord's Lease and Tenant satisfaction with subject lease within one week of receiving the Landlord's standard form of lease. This subject condition is for the sole benefit of the Tenant and may be waived and/or removed by the Tenant at any time within the one (1) week conditional period, by delivery of written notice to CBRE Limited. Should the subject condition contained herein not be waived and/or removed within the time period specified, then this Offer shall be considered null and void.

16. DISCLOSURE AND REAL ESTATE COMMISSION

The Landlord and Tenant acknowledges that CBRE Limited is the agent for the Landlord and the real estate commission equivalent to one (1) month's gross rent for completing this transaction shall be the responsibility of the Landlord.

17. NO REPRESENTATIONS

There are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this agreement expressed or implied, collateral or otherwise, except as expressly set forth herein.

18. DEPOSIT

All deposit monies, plus applicable taxes, required by this agreement shall be payable to:

CBRE Limited
1111 West Georgia Street, Suite 600
Vancouver, BC V6E 4M3

The Tenant shall, within forty eight (48) hours of unconditional acceptance of this Offer to Lease by the Landlord, tender a deposit cheque equivalent to the first and last month's gross rent, plus applicable taxes (the "Deposit"). Such Deposit shall be held in trust by CBRE Limited and shall be applied towards payment of rent, and applicable taxes, for the first and last months of the lease term as they become due. The Deposit shall be held in trust by CBRE Limited until the Tenant executes the lease or takes possession of the Premises, whichever occurs first; at such time, the commission plus applicable taxes is then due and payable and may be deducted from the deposit, with any remaining balance to be paid forthwith.

Landlord Initial	Tenant Initial
	LA



19. FACSIMILE ACCEPTANCE

Acceptance of this Offer may be communicated by facsimile transmission or by delivery of such a facsimile without limiting other methods of communicating acceptance available to the parties.

This Offer is open for acceptance until 5:00 p.m., Vancouver time, on the ____ day of March, 2015 and thereafter, if not accepted, shall be null and void.

DATED at Vancouver, BC this 1 day of March, 2015.

1024350 B.C. LTD. (the "Tenant")

Per:  (Authorized Signatory)  Witness

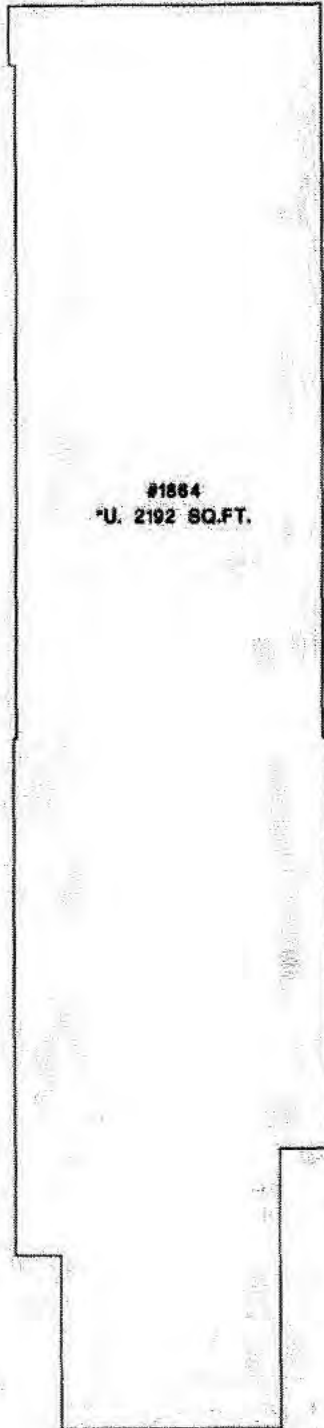
We hereby accept this Offer and agree to be bound by the terms and conditions contained herein.

DATED at _____ this ____ day of March, 2015.

JERICO VILLA LTD. (the "Landlord")

Per: _____ (Authorized Signatory) _____ Witness

SCHEDULE 'A'
Plan of Demised Premises



EXISTING PROPERTY AT:

**1864 W. 4TH AVE.
VANCOUVER, B.C.**

**#1864
*U. 2192 SQ.FT.**

***BOMA RETAIL**



Landlord Initial	Tenant Initial

CITY OF VANCOUVER

DATE ISSUED MAY 20, 2016		PERMIT TYPE DEVELOPMENT PERMIT REFUSAL				REFUSAL NUMBER R DE 419534	
LEGAL DESCRIPTION LOT 1 BLOCK 247 DISTRICT LOT 526 PLAN 20487					ADDRESS 1866 W 4TH AV		
ADDITIONAL ADDRESS INFORMATION					SPECIFICS 1864 W 4TH AV		
APPLICATION DATE AUG 21, 2015	PURPOSE CHANGE USE	PROJECT VALUE	ASSESSED VALUE	PLANS 1	METRIC NO	PLACE NAME	
TEMPORARY BUILDING DATES		TEMPORARY USE DATES		SUBTYPE			
COMPLEXITY 020 C/E/R/S CHG USE					CO-ORDINATE		
APPLICANT NON-PROFIT ASSN CANNAWISE HEALTHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4			CONTACT 2 INVOICE REFERENCE CANNAWISE HELATHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4		CONTACT 3		
TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		

D57200101 REVISED FEB/08

THE APPLICATION SUBMITTED WITH PLANS TO:

Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use.

AND IS REFUSED FOR THE FOLLOWING REASONS:

009 The proposed use is unsatisfactory at this location.

PROPOSED USE	SPECIFICS/LOCATION	AREA (SF)	OCC	PROPOSED USE	SPECIFICS/LOCATION	AREA (SF)	OCC
R55 MED MARIJUANA-REL							
ITEM	SPECIFICS/REFERENCE	QTY/AMT		ITEM	SPECIFICS/REFERENCE	QTY/AMT	
0040 PROCESSED THROUGH 0041 BY-LAW PROVISION	32 PROC CTR -MGR DE C CONDITIONAL			0080 ZONE 0089 WEATHER PROTECTION	Z032 C-2B WP01 WEATHER PROTECTION		

ADDITIONAL NOTES:

965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.

ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL. APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.

FEE	AMOUNT	FEE	AMOUNT	SIGNED BY CANNAWISE HEALTHY WELLNESS	
200 DEV SCHED 9	100.00				DATE SEE INFORMATION SHEET
					HANDLED BY K PRINGLE
					FOR THE DIRECTOR OF PLANNING & DEV
INVOICE : 785966		TOTAL \$100.00			

CITY OF VANCOUVER

(THIS IS NOT A PERMIT)

DATE ISSUED MAY 20, 2016		PERMIT TYPE DEVELOPMENT PERMIT REFUSAL				REFUSAL NUMBER R DE 419534	
LEGAL DESCRIPTION LOT 1 BLOCK 247 DISTRICT LOT 526 PLAN 20487					ADDRESS 1866 W 4TH AV		
ADDITIONAL ADDRESS INFORMATION					SPECIFICS 1864 W 4TH AV		
APPLICATION DATE AUG 21, 2015	PURPOSE CHANGE USE	PROJECT VALUE	ASSESSED VALUE	PLANS 1	METRIC NO	PLACE NAME	
TEMPORARY BUILDING DATES		TEMPORARY USE DATES		SUBTYPE			
COMPLEXITY 020 C/E/R/S CHG USE					CO-ORDINATE		
APPLICANT NON-PROFIT ASSN CANNAWISE HEALTHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4			CONTACT 2 INVOICE REFERENCE CANNAWISE HELATHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4		CONTACT 3		
TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		

PSC200801 REVISED EBR/08

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R55 MED MARIJUANA-REL							
ITEM	SPECIFICS/REFERENCE	QTY/AMT		ITEM	SPECIFICS/REFERENCE	QTY/AMT	
0040 PROCESSED THROUGH 0041 BY-LAW PROVISION	32 PROC CTR -MGR DE C CONDITIONAL			0080 ZONE 0089 WEATHER PROTECTION	2032 C-2B WP01 WEATHER PROTECTION		

PROCESSED BY: APPLICATION TAKEN BY P STEWART
PERMIT AUTHORIZED BY J GREER

APPLICATION TYPED BY K PRINGLE
REFUSAL ISSUED BY K PRINGLE

ADDITIONAL NOTES:

965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.

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APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.

COMMENTS :

FEE	AMOUNT	FEE	AMOUNT	DEPARTMENT	
200 DEV SCHED 9	100.00			PLANNING DEPT	
				ATTENTION	FILE
				REASON	FILE
INVOICE # 785966		TOTAL			
			\$100.00		

DE419534: DEVELOPMENT APPLICATION

Section

INTERNAL NOTES

NOTES

007 ~***** PCT SUMMARY REPORT *****~

NOTE TO APPROVAL AUTHORITY

RECOMMENDATION TO: J. Greer ON: 05/20/16 BY: K. Pringle SIGNATURE;
DEALT WITH BY: AD DRB on behalf of DOP ON: 05/20/16 BY: J. Greer SIGNATURE;
RECOMMENDATION SUMMARY: REFUSAL of this preliminary application for change of use to Medical Marijuana
Related use.
REASON(S) FOR REFUSAL: Unsuccessful at declustering draw.

End of report

DEVELOPMENT APPLICATIONS GROUP

- TO: ASSISTANT DIRECTOR, PC-D
 MANAGER, PC-D
 MANAGER, ENQUIRY CENTRE
 HOUSING REVIEW

HERITAGE ALTERATION PERMIT

SIGNATURE/INITIALS

DATE

FROM: KYLE PRINGLE

DATE: MAY 20/16

ADDRESS: 1866 W 4th AVE

DE #: 419534

TO: SUPPORT GROUP (Initials/Date)	TO: PC (Initials/Date)
	<u>KP . MAY 20/16</u>

COMMENTS:

Empty comment box

DE419534: DEVELOPMENT APPLICATION

Section

PERMIT ADDRESS : 1866 W 4TH AV Status: OPEN GENERAL
 Specific address : 1864 W 4TH AV Opened: AUG 21, 2015
 Place name :

Addressing data :
 Co-ordinate :
 Legal description: LOT BLOCK PLAN DIST

Project value : \$0 Purpose to : 014 CHANGE USE
 Assessed value : \$0 Subtype :

Temporary bldg : to Temporary use: to

Complexity : 020 C/E/R/S CHG USE Sets of plans : 1 METRIC?
 Signature on: I INFORMATION SHEET Nbr of bldgs : 1

Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use. PROJECT DESCRIPTION

1 : CANNAWISE HEALTHY WELLNESS APPLICANT 09 NON-PROFIT ASSN CONTACTS
 SOCIETY C/O KELLY SNOW
 304-68 WATER STREET Bus lic acct: Tel:
 VANCOUVER BC V6B1A4 Certificate : Fax:

2 : CANNAWISE HELATHY WELLNESS Contact 2 is: 20 INVOICE REFERENCE
 SOCIETY C/O KELLY SNOW
 304-68 WATER STREET Bus lic acct: Tel:
 VANCOUVER BC V6B1A4 Certificate : Fax:

Signed by : 1 NON-PROFIT ASSN Job Contact :
 Last invoice: 1 NON-PROFIT ASSN Mail to :

Use code	Use Specifics/location	Occ class	By-law (SF)	Existing (SF)	Proposed (SF)	USES
R55	MED MARIJUNA-REL					

Item	Specifics/Remarks	By-law (I)	Existing (I)	Proposed (I)	UM	ITEMS
0002	BUILDING TYPE					
0040	PROCESSED THROUGH 32 PROC CTR -MGR DE					
0041	BY-LAW PROVISION C CONDITIONAL					
0080	ZONE ZO32C-2B					
0089	WEATHER PROTECTIONWP01WEATHER PROTECTION					

DE419534: DEVELOPMENT APPLICATION

Section

Date entered	Trx typ	Invoice number	Fee code	Calculation based on	\$ Amount	FEES
2015082	EXC	785966	200 DEV SCHED 9		100.00	
2015082	PAY	785966			100.00-	

REASON FOR REFUSAL

NOTES

~~002 The proposed development does not comply with the regulations of the Zoning & Development By-law that affect the site.~~
 009 The proposed use is unsatisfactory at this location.

CUSTOMER INFORMATION

965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.
 ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL.
 APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.

INTERNAL NOTES

007 ~***** PCT SUMMARY REPORT *****~

NOTE TO APPROVAL AUTHORITY

RECOMMENDATION TO: J. Greer ON: 05/20/16 BY: K. Pringle SIGNATURE;
 DEALT WITH BY: AD DRB on behalf of DOP ON: 05/20/16 BY: J. Greer SIGNATURE;
 RECOMMENDATION SUMMARY: REFUSAL of this preliminary application for change of use to Medical Marijuana Related use.

REASON(S) FOR REFUSAL: Unsuccessful at declustering draw.

01 APPLICATION TAKEN BY	P STEWART	PROCESSED BY
02 APPLICATION TYPED BY	K PRINGLE	
03 PERMIT AUTHORIZED BY	J GREER	

Req Review/Inspection for activity group	Dist rict	Department/branch responsible	Current status	Date open	Date complete	ACTIVITIES
--	-----------	-------------------------------	----------------	-----------	---------------	------------

01 PERMIT GENERAL DEVELOPMENT SERVCS 01 OPEN 15AUG21

15AUG21 P STEWART 001 OPEN APPLICATION

APP AD ADDRESSING REVIEW ADDRESSING 12 NOT REQD 15AUG21 16MAY20

15AUG21 P STEWART 060 OPEN GROUP

16MAY20 K PRINGLE 072 GROUP NOT REQUIRED

DE419534: DEVELOPMENT APPLICATION

Section

Req Review/Inspection for activity group	Dist rict	Department/branch responsible	Current status	Date open	Date complete	ACTIVITIES
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APP 06 PROC CNTR DEV REVW		PROC CENTRE - DEV	11 REJECTED	16MAY20	16MAY20	
---------------------------	--	-------------------	-------------	---------	---------	--

16MAY20 K PRINGLE		066 REJECT FOR PERMIT				
-------------------	--	-----------------------	--	--	--	--

16MAY20 K PRINGLE		060 OPEN GROUP				
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APP 08 PROC CNTR BLDG RVW		PROC CENTRE - BLDG 12	NOT REQD	15AUG21	16MAY20	
---------------------------	--	-----------------------	----------	---------	---------	--

15AUG21 P STEWART		060 OPEN GROUP				
-------------------	--	----------------	--	--	--	--

16MAY20 K PRINGLE		072 GROUP NOT REQUIRED				
-------------------	--	------------------------	--	--	--	--

APP 19 DEV COST LEVY REVW DE14 BY-LAW ADMIN			12 NOT REQD	15AUG21	16MAY20	
---	--	--	-------------	---------	---------	--

15AUG21 P STEWART		060 OPEN GROUP				
-------------------	--	----------------	--	--	--	--

16MAY20 K PRINGLE		072 GROUP NOT REQUIRED	45	CANCELLED		
-------------------	--	------------------------	----	-----------	--	--

End of permit

End of report

C-2B District Schedule

1 Intent

The intent of this Schedule is to provide for a wide range of goods and services, to maintain commercial activities and personal services that require central locations to serve larger neighbourhoods, districts or communities and through discretionary approvals, to encourage good design and proper utilization of the land.

2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted in this District and shall be issued a permit.

2.2 Uses

- 2.2.A
- Accessory Buildings customarily ancillary to any of the uses listed in this Schedule, provided that:
 - (a) no accessory building exceeds 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and the ridge of a gable, hip or gambrel roof, provided that no portion of an accessory building may exceed 4.6 m in height;
 - (b) all accessory buildings are located in the rear yard and in no case are less than 3.1 m from the ultimate centre line of any rear or flanking lane;
 - (c) the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 15 percent of the total area of the site;
 - (d) not applicable; [Maximum width]
 - (e) not applicable; [Proximity to residential dwelling]
 - (f) no accessory building obstructs the horizontal daylight access prescribed in this Schedule for residential use.
 - Accessory Uses customarily ancillary to any of the uses listed in this section, provided that unless permitted as an outright approval use pursuant to section 2 of this Schedule, the total floor area of all accessory uses is not greater than 25 percent of the gross floor area of the principal use.
- 2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event.
- 2.2.RT [Retail]
- Grocery or Drug Store except for Small-scale Pharmacy.
 - Retail Store.
- 2.2.SV [Service]
- Barber Shop or Beauty Salon.
 - Beauty and Wellness Centre.
 - Laundromat or Dry Cleaning Establishment.
 - Photofinishing or Photography Studio.
 - Repair Shop - Class B.

2.3 Conditions of Use

2.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

- (a) parking and loading facilities;
- (b) display of flowers, plants, fruits and vegetables.

3 Conditional Approval Uses

3.1 Subject to all other provisions of this By-law, including section 3.3.3, and the provisions and regulations of this Schedule the Development Permit Board may approve any of the uses listed in section 3.2, subject to the conditions of section 3.3, and including such other conditions as it may decide, provided that it first considers:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (b) the submission of any advisory group, property owner or tenant; and
- (c) the amount of open space, plazas and landscaping being provided and the impact of the development on the character of the community.

3.2 Uses

3.2.A • Accessory Uses to any of the uses listed in this Schedule, subject to the same provisions as section 2.2.A of this Schedule.

3.2.AG [Agricultural]

- Urban Farm - Class B, subject to the provisions of section 11.30 of this By-law.

3.2.C [Cultural and Recreational]

- Artist Studio, subject to the provisions of section 11.18 of this By-law.
- Billiard Hall.
- Bowling Alley.
- Club.
- Community Centre or Neighbourhood House.
- Fitness Centre.
- Hall.
- Library.
- Museum or Archives.
- Park or Playground.
- Rink.
- Swimming Pool.
- Theatre.
- Zoo or Botanical Garden.

3.2.D • Deposition or extraction of material so as to alter the configuration of the land.

3.2.DW [Dwelling]

- Dwelling units in conjunction with any of the uses listed in this Schedule except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion.
- Multiple Dwelling, provided that the Development Permit Board is of the opinion that the site is suitable for residential use.

- Multiple Conversion Dwelling, resulting from the conversion of a building which was in existence prior to June 18, 1956, provided that:
 - (a) before making a decision the Development Permit Board shall consider the quality and livability of the resulting units, the suitability of the building for conversion in terms of age and size, and the effect of the conversion on adjacent properties and the character of the area; and
 - (b) building additions shall not be permitted.
- Principal Dwelling Unit combined with a Lock-off Unit in conjunction with any of the uses listed in this schedule, except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width may be used for residential purposes unless the purpose is for entrances to the residential portion.
- Principal Dwelling Unit combined with a Lock-off Unit in a Multiple Dwelling if the Development Permit Board is of the opinion that the site is suitable for residential use.
- Residential Unit associated with and forming an integral part of an artist studio, subject to the provisions of section 11.19 of this By-law.
- Seniors Supportive or Assisted Housing, subject to section 11.17 of this By-law.

3.2.1 [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Church.
- Detoxification Centre.
- Hospital.
- Public Authority Use.
- School - Elementary or Secondary.
- School - University or College.
- Social Service Centre.
- Community Care Facility – Class B, subject to the provisions of section 11.17 of this By-law.
- Group Residence, subject to the provisions of section 11.17 of this By-law.

3.2.M [Manufacturing]

- Clothing Manufacturing.
- Miscellaneous Products Manufacturing - Class B.
- Printing and Publishing.
- Textile or Knit Goods Manufacturing.

3.2.O [Office]

- Office Uses.

3.2.P [Parking]

- Parking Uses.

3.2.R [Retail]

- Farmers' Market, subject to the provisions of Section 11.21 of this By-law. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
- Furniture or Appliance Store.
- Gasoline Station - Full Serve, subject to the provisions of section 11.10 of this By-law.
- Gasoline Station - Split Island, subject to the provisions of section 11.10 of this By-law.
- Liquor Store.
- Medical Marijuana-related Use, subject to the provisions of section 11.28 of this By-law.
- Pawnshop.

- Public Bike Share.
- Secondhand Store.
- Small-scale Pharmacy, subject to the provisions of section 11.22 of this By-law.
- Vehicle Dealer.

3.2.S [Service]

- Animal Clinic.
- Auction Hall.
- Bed and Breakfast Accommodation, subject to the provisions of section 11.4 of this By-law.
- Catering Establishment.
- Funeral Home.
- Motor Vehicle Repair Shop.
- Motor Vehicle Wash.
- Neighbourhood Public House.
- Print Shop.
- Restaurant - Class 1.
- School - Arts or Self-Improvement.
- School - Business.
- School - Vocational or Trade.
- Sign Painting Shop.

3.2.U [Utility and Communication]

- Public Utility.
- Radiocommunication Station
- Recycling Depot.

3.2.W [Wholesale]

- Wholesaling - Class A.
- Wholesaling - Class B.

- 3.2.Z • Any other use which is not specifically listed and defined as a use in section 2 of this By-law but which the Development Permit Board considers comparable in nature to the uses listed in this Schedule, having regard to the intent of this District Schedule.

3.3 Conditions of Use

- 3.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
- (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
- (c) restaurant;
- (d) neighbourhood public house;
- (e) farmers' market;
- (f) public bike share; and
- (g) Urban Farm - Class B.

- 3.3.2 • Manufacturing Uses shall only be permitted subject to the following:

- (a) the total floor area in manufacturing use does not exceed 300 m²;
- (b) except for entrances to the manufacturing portion and display features which, in the opinion of the Development Permit Board, benefit pedestrian character, that portion of the first storey of a building to a depth of 4.5 m from the front wall of the building and extending across its full width shall be used for ancillary retailing purposes, unless the applicant can demonstrate, to the satisfaction of the

- (c) Development Permit Board, that the site is located in a block predominantly developed with auto-oriented retailing or general business commercial uses and that deletion of the required retailing would not adversely affect adjacent uses; and before granting a permit the Development Permit Board shall first be satisfied that there will be no undue adverse effect on uses within the building or on an abutting site.

4 Regulations

All uses approved under sections 2 and 3 of this District Schedule shall be subject to the following regulations.

4.1 Site Area -- Not Applicable.

4.2 Frontage

The maximum frontage for any commercial use shall be 15.3 m.

4.3 Height

4.3.1 The maximum height of a building shall be 12.2 m except that in the case of a site fronting on a street running east and west, no portion of a building shall extend above an envelope formed by a vertical line measuring 7.3 m in height at the north property line and a plane formed by an angle of 30 degrees measured from the horizontal and having its vertex at the maximum building height permitted at the north property line.

4.3.2 The Director of Planning or the Development Permit Board, as the case may be, may permit an increase in the maximum height of a building to a height not exceeding 15.3 m with respect to any development and may permit a building which exceeds the envelope, provided he first considers:

- (a) the height, bulk and location of the building and its effect on the site, surrounding buildings and streets, and existing views;
- (b) the amount of open space, including plazas, and the effects of overall design on the general amenity of the area;
- (c) the intent of this Schedule, all applicable policies and guidelines adopted by Council and the relationship of the development with nearby residential areas; and
- (d) the submission of any advisory group, property owner or tenant.

4.4 Front Yard and Setback

4.4.1 For any use listed in Section 2.2, a front yard shall not be permitted and a front setback shall only be permitted where a pedestrian or shopping courtyard or other features benefitting pedestrian character are provided, or where otherwise required by this By-law.

4.4.2 A setback of 1.2 m from the front property line shall be required for any parking area.

4.5 Side Yards and Setback

4.5.1 No side yard shall be required except where the site adjoins, without the intervention of a lane, a site located in an R district, in which case the following side yard requirements shall apply:

- (a) where the adjoining site is in an RM district, a side yard with a minimum width of 1.5 m shall be provided adjoining the RM district;
- (b) in all other cases, a side yard with a minimum width of .9 m shall be provided, except in the case of a corner site in which case an exterior side yard need not be provided.

4.5.2 Where a side yard is provided, although not required, the minimum provisions of section 4.5.1 shall apply.

4.5.3 In the case of a corner site, a setback of 1.2 m from the side property line abutting the flanking street shall be required for any parking area.

4.6 Rear Yard and Setback

4.6.1 A rear yard with a minimum depth of 3.1 m shall be provided, except that where the rear of the site abuts a lane, this required minimum depth shall be decreased by the lane width between the rear property line and the ultimate centre line of the lane.

4.6.2 Where any portion of a building contains residential uses, that portion shall be set back a minimum of 7.6 m from the rear property line across the full width of the building, except that where the rear of the site abuts a lane, this required minimum setback shall be decreased by the lane width between the rear property line and the ultimate centre line of the lane.

4.7 Floor Space Ratio

4.7.1 The floor space ratio shall not exceed 1.50 in the case of a site used for purely residential uses, and in all other cases 2.50 to be distributed as follows:

- (a) uses listed in sections 2.2 and 3.2, but excluding residential uses, to a maximum floor space ratio of 1.00 on the ground or first floor;
- (b) uses listed in sections 2.2 and 3.2, but excluding residential uses, to a maximum floor space ratio of 0.50 on the second floor;
- (c) residential uses to a maximum floor space ratio of 1.00 if section (b) above has been employed, or 1.50 if section (b) has not been employed, on the second or higher floors; and for the purposes of the computation of floor space ratio, an artist studio and the associated residential unit shall be considered a residential use.

4.7.2 The following shall be included in the computation of floor space ratio:

- (a) all floors of all buildings including accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building.

4.7.3 The following shall be excluded in the computation of floor space ratio:

- (a) open residential balconies and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed eight percent of the residential floor area being provided;
- (b) patios and roof gardens, for residential purposes only, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which:
 - (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
 - (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length.
- (d) child day care facilities to a maximum floor area of 10 percent of the permitted floor area, provided the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood; and
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

- 4.7.4 The Director of Planning may permit the following to be excluded in the computation of floor space ratio:
- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions does not exceed eight percent of the residential floor area being provided; and
 - (ii) no more than fifty percent of the excluded balcony floor area may be enclosed.
- 4.8 **Site Coverage -- Not Applicable.**
- 4.9 **[Deleted -- see Parking By-law.]**
- 4.10 **Horizontal Angle of Daylight**
- 4.10.1 Each habitable room must have at least one window on an exterior wall of a building.
- 4.10.2 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, will encounter no obstruction over a distance of 24.0 m.
- 4.10.3 The plane or planes referred to in section 4.10.2 must be measured horizontally from the centre of the bottom of each window.
- 4.10.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than 3.7 m.
- 4.10.5 An obstruction referred to in section 4.10.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any adjoining site.
- 4.10.6 A habitable room referred to in section 4.10.1 does not mean:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

5 **Relaxation of Regulations**

- 5.1 The Development Permit Board or the Director of Planning, as the case may be, may relax the maximum height, floor area and location regulations for accessory buildings and accessory uses except that the relaxed height shall not, in any event, exceed the maximum prescribed in section 4.3.1 nor the floor space exceed 33⅓ percent of the gross floor area of the principal use.
- 5.2 The Development Permit Board or the Director of Planning, as the case may be, may relax the maximum frontage regulation in section 4.2, provided that a pedestrian amenity area such as a courtyard or resting area is provided, or where pedestrian interest is otherwise maintained and provided he first considers all applicable policies and guidelines adopted by Council.

5.3 The Development Permit Board or the Director of Planning, as the case may be, may relax any of the regulations of this Schedule for the following developments:

- (a) dwelling units in conjunction with any of the uses listed in this Schedule and residential units associated with and forming an integral part of an Artist Studio, except that the 10.7 m non-residential setback shall not be relaxed;
- (b) office uses,

provided that in determining the amount of any relaxation that may be permitted, the Development Permit Board or the Director of Planning, as the case may be, shall consider, where applicable, the amount and quality in the provision of:

- (i) landscaping;
- (ii) usable resident open space provided by balconies, decks, roof gardens and courtyards;
- (iii) individual dwelling units and residential units associated with and forming an integral part of an Artist Studio; and
- (iv) light and air available to individual dwelling units and residential units associated with and forming an integral part of an Artist Studio.

5.4 The Development Permit Board or the Director of Planning, as the case may be, may relax the use conditions of sections 2.3.1 and 3.3.1 to permit the outdoor display of retail goods, and may include such other conditions as he deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule.

- 11.26.2 The site must be within 100 metres of the development project to which the Temporary Sales Office relates.
- 11.26.3 The site must be located on an arterial or major street, which generally have two or more lanes of travel in each direction and are usually designated as truck and bus routes.
- 11.26.4 The site must be more than 800 metres from a commercial district, except that the Director of Planning may permit the use closer to a commercial district if the applicant can demonstrate that suitable commercial vacancy opportunities are not available.
- 11.26.5 The Director of Planning must consider the submission of any advisory group, property owner or tenant and all applicable policies and guidelines adopted by Council.
- 11.26.6 The site must be fully restored to its original condition immediately following the expiration of a development permit.

11.27 Micro dwelling

- 11.27.1 A micro dwelling must be part of a development which has a covenant or housing agreement registered against title restricting its use to secured market rental housing or social housing, for the longer of 60 years or the life of the building.
- 11.27.2 The floor area of a micro dwelling must be at least 29.7 m², except that the Director of Planning or the Development Permit Board may relax the permitted floor area of a micro dwelling to a minimum of 23.2 m² if:
- (a) the Director of Planning or the Development Permit Board first considers all applicable Council policies and guidelines; and
 - (b) the micro dwelling is part of a development which has a covenant or housing agreement registered against title restricting its use to secured market rental housing or social housing, for the longer of 60 years or the life of the building.
- 11.27.3 A micro dwelling is only permitted in:
- (a) the area of the FC-1 District north of National Avenue;
 - (b) the area of the RT-3 and RM-3A districts located north of Venables Street, Malkin Avenue and Prior Street, south of Hastings Street, east of Gore Avenue and west of Clark Drive;
 - (c) the HA-1 and HA-1A districts;
 - (d) the HA-2 district;
 - (e) the Downtown-Eastside Oppenheimer district; and
 - (f) the area of the Downtown district denoted as C2 on Map 1 of the Downtown Official Development Plan.
- 11.27.4 No more than one person shall occupy a micro dwelling.

11.28 Medical Marijuana-related Use

- 11.28.1 Before granting a development permit, the Director of Planning shall:
- (a) notify surrounding property owners and residents and have regard to their opinions;
 - (b) have regard to the liveability of neighbouring residents; and
 - (c) consider all applicable Council policies and guidelines.

11.28.2 A Medical Marijuana-related Use is not permitted:

- (a) within 300 metres of the nearest property line of a site containing another Medical Marijuana-related Use;
- (b) within 300 metres of the nearest property line of a site containing a School - Elementary or Secondary, Community Centre or Neighbourhood House;
- (c) within the area outlined on Figure 1 below, except for sites with a property line on Hastings Street or Main Street;
- (d) on any site with a property line on Granville Street between Robson Street and Pacific Boulevard;
- (e) on any site other than a site adjacent to a street that has a painted center line;
- (f) in conjunction with any other use; or
- (g) in conjunction with an automated banking machine.

11.29 Urban Farm - Class A

Notwithstanding anything else in this By-law, Urban Farm - Class A is subject to the following:

- 11.29.1 The planting area must not exceed 325 m² on any single parcel unless the primary use of the parcel is Park or Institutional in which case the Director of Planning may permit an increase in planting area to a maximum of 7 000 m².
- 11.29.2 If two or more parcels are operated jointly as an Urban Farm - Class A, the combined planting area for all parcels must not exceed 7 000 m².
- 11.29.3 No on-site processing of fruits and vegetables, or manufacturing of food products is permitted.
- 11.29.4 No mechanical equipment may be used other than that designed for household use including lawnmowers, rototillers, garden hoses and pruners.
- 11.29.5 No herbicides or pesticides are permitted.
- 11.29.6 No on-site sales are permitted, unless the primary use of the parcel is Institutional.
- 11.29.7 No Urban Farm - Class A operated on a single parcel may generate revenue exceeding \$9,999 in any calendar year, unless the primary use of the parcel is Park or Institutional.
- 11.29.8 If an Urban Farm - Class A is operated, in whole or in part, by a person other than an owner or full-time resident of the parcel, the planting area must be subject to a lease authorizing the operation of the farm.
- 11.29.9 No offensive noise, odour, light, smoke, or vibration or other objectionable effect may be produced.
- 11.29.10 No mechanical equipment may be stored outside.
- 11.29.11 Any development permit or waiver of a development permit for an Urban Form-Class A is time limited to 1 year.

11.30 Urban Farm - Class B

Notwithstanding anything else in this By-law, Urban Farm - Class B is subject to the following:



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**

DE419534

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

Address: 1864 West 4th Avenue Specifics: 1864 N 4th Ave

Floor Level: Ground Suite No: -

Legal Description:

Lot(s): 1 Block(s): 247 District Lot(s): 526 Plan Number(s): 20487

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

Your Name: Cannawide Healthy Wellness Society

Mailing Address: 304-68 Water Street
(if different from above)

City: Vancouver Postal Code: V6B 1A4

E-mail Address: ksnow@cannawide.ca

Phone Number: 604-880-2028

Business Name: Cannawide Dispensary

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

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.

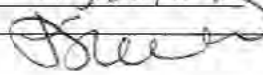
SIGNED AT VANCOUVER, BC THIS 20th DAY OF Aug 2015


Signature of Applicant

Office Use Only

Date of Application: DAY: 21 MONTH: AUG YEAR: 15

Date of Lease: DAY: 1 MONTH: 07 YEAR: 15

Application Received By: P. STEWART


Application requirements include:

Fee of \$100.00
Proof of Lease

DE419534

City of Vancouver, Planning and Development Services
Licensing and Inspections
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 604.873.7611 fax: 604.873.7100
website: vancouver.ca

OK

CITY OF VANCOUVER

DATE ISSUED MAY 20, 2016		PERMIT TYPE DEVELOPMENT PERMIT REFUSAL				REFUSAL NUMBER R DE 419534	
LEGAL DESCRIPTION LOT 1 BLOCK 247 DISTRICT LOT 526 PLAN 20487					ADDRESS 1866 W 4TH AV		
ADDITIONAL ADDRESS INFORMATION					SPECIFICS 1864 W 4TH AV		
APPLICATION DATE AUG 21, 2015	PURPOSE CHANGE USE	PROJECT VALUE	ASSESSED VALUE	PLANS 1	METRIC NO	PLACE NAME	
TEMPORARY BUILDING DATES		TEMPORARY USE DATES		SUBTYPE		CO-ORDINATE	
COMPLEXITY 020 C/E/R/S CHG USE					CONTACT 1		
APPLICANT NON-PROFIT ASSN CANNAWISE HEALTHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4			CONTACT 2 INVOICE REFERENCE CANNAWISE HELATHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4		CONTACT 3		
TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		
<p>THE APPLICATION SUBMITTED WITH PLANS TO:</p> <p style="text-align: center;">Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use.</p>							
<p>AND IS REFUSED FOR THE FOLLOWING REASONS:</p> <p>009 The proposed use is unsatisfactory at this location.</p>							
PROPOSED USE R55 MED MARIJUANA-REL		SPECIFICS/LOCATION		AREA (SF)	OCC	PROPOSED USE	
ITEM 0040 PROCESSED THROUGH 0041 BY-LAW PROVISION		SPECIFICS/REFERENCE 32 PROC CTR -MGR DE C CONDITIONAL		QTY/AMT		ITEM 0080 ZONE 0089 WEATHER PROTECTION	
						SPECIFICS/REFERENCE Z032 C-2B WP01 WEATHER PROTECTION	
<p>ADDITIONAL NOTES:</p> <p>965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.</p> <p>ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL. APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.</p>							
FEE		AMOUNT	FEE		AMOUNT	SIGNED BY	
200 DEV SCHED 9		100.00				CANNAWISE HEALTHY WELLNESS	
						DATE	
						SEE INFORMATION SHEET	
						HANDLED BY	
						K PRINGLE	
						FOR THE	
						DIRECTOR OF PLANNING & DEV	
INVOICE : 785966			TOTAL		\$100.00		

PSP200901 REVISED FEB/08

BUILDING PERMIT APPLICATION NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING

An application for a Building Permit has not been completed within 6 months after the date of filing, or within 6 months of the last substantial activity with respect to the application, the application shall be deemed to have lapsed.

The City Building Inspector may refuse to issue any Building Permit

- (a) whenever information submitted is inadequate to determine compliance with the provisions of the Building By-law,
- (b) whenever incorrect information is submitted,
- (c) that would authorize any building work or occupancy that would not be permitted by the Building By-Law, or
- (d) that would be prohibited by any other by-law, act or regulation.

DEVELOPMENT PERMIT NOTICE

1. The issuance of this development permit does not absolve the owner or applicant from compliance with all relevant City by-laws, or from obtaining all other required City permits such as building, plumbing, gas, electrical, boulevard and sidewalk crossing (street occupancy), sewer and water, etc.
2. The Director of Planning may, without requiring a new development permit application, approve amendments of a minor nature to the development as approved by this permit. See the Zoning and Development By-law for further information.
3. This development permit is valid for 12 months only from the date issued unless the development as approved shall have meantime commenced, or a building permit has been issued and is unexpired in which case the Development Permit is valid for 24 months only from the date issued. For Extensions or Renewals see the Zoning and Development By-law.

FOR FURTHER INFORMATION - Please enquire at:
 Enquiry Centre
 Community Services Group - Development Services
 East Wing, City Hall
 Vancouver, B.C.
 Tel: 604-873-7611

BUILDING PERMIT NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING:

For information on limitation on times of work in which noise is created, see the Noise By-law or contact the Licenses & Inspections Department of the Community Services Group.

The Building Permit Job Card must be posted on the job and plans stamped with the Development Services Department Approval must be on site and available to the City Building Inspector at the time of each inspection. No deviation from the plans or Building Permit shall be made without the written approval of the City Building Inspector.

It is the owner's responsibility to establish the property lines of the site; the City Building Inspector may, if he deems it necessary, require the owner to furnish a survey of the site certified by a British Columbia Land Surveyor.

BUILDING PERMIT NOTICE continued

The City Building inspector may revoke a Building Permit if

- (a) there is a contravention of any condition under which the Building Permit was issued,
- (b) the Building Permit was issued in error, or
- (c) the Building Permit was issued on the basis of incorrect information.

A Building Permit shall expire and the right of an owner under the Building Permit shall terminate if

- (a) the work authorized by the Building Permit is not commenced within 6 months from the date of issuance of the Building Permit and actively carried out thereafter, or
- (b) work is suspended for a period of 6 months.

No Building Permit fees or part thereof paid to the City shall be refunded if

- (a) construction authorized by a Building Permit has commenced, or
- (b) the Building Permit has expired or lapsed.

Office Use	Notes							
ENGINEERING DEPARTMENT								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">SENT TO ENG DEPT</td> <td style="width: 25%;">DATE</td> <td style="width: 25%;">TIME</td> <td rowspan="2" style="width: 25%;"></td> </tr> <tr> <td>COMMENTS RETURNED TO DS DEPT</td> <td>DATE</td> <td>TIME</td> </tr> </table>	SENT TO ENG DEPT	DATE	TIME		COMMENTS RETURNED TO DS DEPT	DATE	TIME	SITE DIMENSIONS
SENT TO ENG DEPT	DATE	TIME						
COMMENTS RETURNED TO DS DEPT	DATE	TIME						
DEVELOPMENT PERMIT - HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>								
ENGINEERING DEPT - DO NOT HOLD IN ENGINEERING DEPT FOR BUILDING PERMIT HOLD ONLY								
BUILDING PERMIT - HOLD <input type="checkbox"/> CLEAR <input type="checkbox"/>								
DATE CLEARED	SIGNATURE	COMMENTS						
DEVELOPMENT PERMIT - HOLD, SEE MEMO								
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REZONING								
SUBDIVISION								
STUDY AREAS								
ENTERED ON INDEX MAP								
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BY								
PLANNING DEPARTMENT - NEW SUBDIVISION ONLY								
PERMIT	HOLD <input type="checkbox"/>	CLEAR <input type="checkbox"/>	DATE CLEARED					
(HOLD UNTIL NEW SUBDIVISION REGISTERED IN LAND TITLES OFFICE)			SIGNATURE					
REGISTRATION NO _____								

CITY OF VANCOUVER

DATE ISSUED MAY 20, 2016		PERMIT TYPE DEVELOPMENT PERMIT REFUSAL				REFUSAL NUMBER R DE 419534	
LEGAL DESCRIPTION LOT 1 BLOCK 247 DISTRICT LOT 526 PLAN 20487					ADDRESS 1866 W 4TH AV		
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TEMPORARY BUILDING DATES		TEMPORARY USE DATES		SUBTYPE			
COMPLEXITY 020 C/E/R/S CHG USE					CO-ORDINATE		
APPLICANT NON-PROFIT ASSN CANNAWISE HEALTHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4			CONTACT 2 INVOICE REFERENCE CANNAWISE HELATHY WELLNESS SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B 1A4		CONTACT 3		
TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL 604-880-2028 FAX	BUS.LICENSE CERTIFICATE	TEL FAX	BUS.LICENSE CERTIFICATE		
<p>THE APPLICATION SUBMITTED WITH PLANS TO:</p> <p style="padding-left: 40px;">Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use.</p>							
<p>AND IS REFUSED FOR THE FOLLOWING REASONS:</p> <p>009 The proposed use is unsatisfactory at this location.</p>							
PROPOSED USE R55 MED MARIJUANA-REL		SPECIFICS/LOCATION		AREA (SF)	OCC	PROPOSED USE	
ITEM		SPECIFICS/REFERENCE		QTY/AMT	ITEM		
0040 PROCESSED THROUGH		32 PROC CTR -MGR DE			0080 ZONE		
0041 BY-LAW PROVISION		C CONDITIONAL			0089 WEATHER PROTECTION		
SPECIFICS/REFERENCE				QTY/AMT	SPECIFICS/REFERENCE		
0040 PROCESSED THROUGH		32 PROC CTR -MGR DE			0080 ZONE		
0041 BY-LAW PROVISION		C CONDITIONAL			0089 WEATHER PROTECTION		
PROCESSED BY: APPLICATION TAKEN BY P STEWART PERMIT AUTHORIZED BY J GREER				APPLICATION TYPED BY K PRINGLE REFUSAL ISSUED BY K PRINGLE			
<p>ADDITIONAL NOTES:</p> <p>965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.</p> <p>ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL. APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.</p>							
<p>COMMENTS:</p>							
FEE		AMOUNT	FEE	AMOUNT	DEPARTMENT		
200 DEV SCHED 9		100.00			PLANNING DEPT		
					ATTENTION		
					FILE		
					REASON		
					FILE		
INVOICE : 785966				TOTAL	\$100.00		

PST2001(0) REVISED PER/08

BUILDING PERMIT APPLICATION NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING

An application for a Building Permit has not been completed within 6 months after the date of filing, or within 6 months of the last substantial activity with respect to the application, the application shall be deemed to have lapsed.

The City Building Inspector may refuse to issue any Building Permit

- (a) whenever information submitted is inadequate to determine compliance with the provisions of the Building By-law,
- (b) whenever incorrect information is submitted,
- (c) that would authorize any building work or occupancy that would not be permitted by the Building By-Law, or
- (d) that would be prohibited by any other by-law, act or regulation.

DEVELOPMENT PERMIT NOTICE

1. The issuance of this development permit does not absolve the owner or applicant from compliance with all relevant City by-laws, or from obtaining all other required City permits such as building, plumbing, gas, electrical, boulevard and sidewalk crossing (street occupancy), sewer and water, etc.
2. The Director of Planning may, without requiring a new development permit application, approve amendments of a minor nature to the development as approved by this permit. See the Zoning and Development By-law for further information.
3. This development permit is valid for 12 months only from the date issued unless the development as approved shall have meantime commenced, or a building permit has been issued and is unexpired in which case the Development Permit is valid for 24 months only from the date issued. For Extensions or Renewals see the Zoning and Development By-law.

FOR FURTHER INFORMATION Please enquire at:
 Enquiry Centre
 Community Services Group - Development Services
 East Wing, City Hall
 Vancouver, B.C.
 Tel: 604-873-7611

BUILDING PERMIT NOTICE

THE APPLICANT IS ADVISED OF THE FOLLOWING:

For information on limitation on times of work in which noise is created, see the Noise By-law or contact the Licenses & Inspections Department of the Community Services Group.

The Building Permit Job Card must be posted on the job and plans stamped with the Development Services Department Approval must be on site and available to the City Building Inspector at the time of each inspection. No deviation from the plans or Building Permit shall be made without the written approval of the City Building Inspector.

It is the owner's responsibility to establish the property lines of the site; the City Building Inspector may, if he deems it necessary, require the owner to furnish a survey of the site certified by a British Columbia Land Surveyor.

BUILDING PERMIT NOTICE continued

The City Building inspector may revoke a Building Permit if

- (a) there is a contravention of any condition under which the Building Permit was issued.
- (b) the Building Permit was issued in error, or
- (c) the Building Permit was issued on the basis of incorrect information.

A Building Permit shall expire and the right of an owner under the Building Permit shall terminate if

- (a) the work authorized by the Building Permit is not commenced within 6 months from the date of issuance of the Building Permit and actively carried out thereafter, or
- (b) work is suspended for a period of 6 months.

No Building Permit fees or part thereof paid to the City shall be refunded if

- (a) construction authorized by a Building Permit has commenced, or
- (b) the Building Permit has expired or lapsed.

Office Use		Notes		
ENGINEERING DEPARTMENT				
SENT TO ENG DEPT	DATE	TIME	SITE DIMENSIONS	
COMMENTS RETURNED TO DS DEPT	DATE	TIME		
DEVELOPMENT PERMIT - HOLD <input type="checkbox"/>		CLEAR <input type="checkbox"/>	COMMENTS	
ENGINEERING DEPT - DO NOT HOLD IN ENGINEERING DEPT FOR BUILDING PERMIT HOLD ONLY				
BUILDING PERMIT - HOLD <input type="checkbox"/>		CLEAR <input type="checkbox"/>		DEVELOPMENT PERMIT - HOLD, SEE MEMO
DATE CLEARED	SIGNATURE			
ZONING				
ITEM	REMARKS	INITIALS	DATE	
REZONING				
SUBDIVISION				
STUDY AREAS				
ENTERED ON INDEX MAP INDEX MAP NO BY				
PLANNING DEPARTMENT -- NEW SUBDIVISION ONLY				
PERMIT (HOLD UNTIL NEW SUBDIVISION REGISTERED IN LAND TITLES OFFICE)		HOLD <input type="checkbox"/>	CLEAR <input type="checkbox"/>	
REGISTRATION NO _____		DATE CLEARED		
		SIGNATURE		

DE419534: DEVELOPMENT APPLICATION

Section

INTERNAL NOTES

007 ***** PCT SUMMARY REPORT ***** NOTES

NOTE TO APPROVAL AUTHORITY

RECOMMENDATION TO: J. Greer

ON: 05/20/16

BY: K. Pringle

SIGNATURE;

DEALT WITH BY: AD DRB on behalf of DOP

ON: 05/20/16

BY: J. Greer

SIGNATURE;

RECOMMENDATION SUMMARY: REFUSAL of this preliminary application for change of use to Medical Marijuana Related use.

REASON(S) FOR REFUSAL: Unsuccessful at declustering draw.

End of report

DEVELOPMENT APPLICATIONS GROUP

- TO: ASSISTANT DIRECTOR, PC-D
- MANAGER, PC-D
- MANAGER, ENQUIRY CENTRE
- HOUSING REVIEW

HERITAGE ALTERATION PERMIT

SIGNATURE/INITIALS

DATE

FROM: LYUE PRINGLE

DATE: MAY 20/16

ADDRESS: 1866 W 4th AVE

DE #: 419534

TO: SUPPORT GROUP (Initials/Date)	TO: PC (Initials/Date)
	<u>JG . MAY 20/16</u>
COMMENTS:	

DE419534: DEVELOPMENT APPLICATION

Section

PERMIT ADDRESS : 1866 W 4TH AV

Status: OPEN

GENERAL

Specific address : 1864 W 4TH AV

Opened: AUG 21, 2015

Place name :

Addressing data :

Co-ordinate :

Legal description: LOT BLOCK PLAN DIST

Project value : \$0 Purpose to : 014 CHANGE USE

Assessed value : \$0 Subtype :

Temporary bldg : to Temporary use: to

Complexity : 020 C/E/R/S CHG USE Sets of plans : 1 METRIC?

Signature on: I INFORMATION SHEE Nbr of bldgs : 1

Preliminary development permit application to change the use of this space to Medical Marijuana Related-Use.

PROJECT DESCRIPTION

1 : CANNAWISE HEALTHY WELLNESS APPLICANT 09 NON-PROFIT ASSN SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B1A4 Bus lic acct: Certificate : Tel: Fax:

CONTACTS

2 : CANNAWISE HELATHY WELLNESS Contact 2 is: 20 INVOICE REFERENCE SOCIETY C/O KELLY SNOW 304-68 WATER STREET VANCOUVER BC V6B1A4 Bus lic acct: Certificate : Tel: Fax:

Signed by : 1 NON-PROFIT ASSN Job Contact : Last invoice: 1 NON-PROFIT ASSN Mail to :

Use code R55 MED MARIJUNA-REL Use Specifics/location Occ class By-law (SF) Existing (SF) Proposed (SF) USES

Item Specifics/Remarks By-law (I) Existing (I) Proposed (I) UM ITEMS 0002BUILDING TYPE 0040PROCESSED THROUGH 32 PROC CTR -MGR DE 0041BY-LAW PROVISION C CONDITIONAL 0080ZONE Z032C-2B 0089WEATHER PROTECTIONWP01WEATHER PROTECTION

DE419534: DEVELOPMENT APPLICATION

Section

Date entered	Trx typ	Invoice number	Fee code	Calculation based on	\$ Amount	FEES
2015082	EXC	785966	200 DEV SCHED 9		100.00	
2015082	PAY	785966			100.00-	

REASON FOR REFUSAL

NOTES

~~002 The proposed development does not comply with the regulations of the Zoning & Development By-law that affect the site.~~
009 The proposed use is unsatisfactory at this location.

CUSTOMER INFORMATION

965 SEE SECTION 573 OF THE VANCOUVER CITY CHARTER AND THE BOARD OF VARIANCE BY-LAW FOR APPEALS TO THE BOARD OF VARIANCE.
ANY APPEAL MUST BE FILED ON THE OFFICIAL NOTICE OF APPEAL FORM WITHIN 30 DAYS FROM THE DATE OF THIS REFUSAL.
APPOINTMENTS WILL BE TAKEN TO FILE A NOTICE OF APPEAL BY THE SECRETARY FOR THE BOARD OF VARIANCE AT TELEPHONE 604-873-7723.

INTERNAL NOTES

007 ~***** PCT SUMMARY REPORT *****~

NOTE TO APPROVAL AUTHORITY

RECOMMENDATION TO: J. Greer ON: 05/20/16 BY: K. Pringle SIGNATURE;
DEALT WITH BY: AD DRB on behalf of DOP ON: 05/20/16 BY: J. Greer SIGNATURE;
RECOMMENDATION SUMMARY: REFUSAL of this preliminary application for change of use to Medical Marijuana Related use.

REASON(S) FOR REFUSAL: Unsuccessful at declustering draw.

01 APPLICATION TAKEN BY	P STEWART	PROCESSED BY
02 APPLICATION TYPED BY	K PRINGLE	
03 PERMIT AUTHORIZED BY	J GREER	

Req Review/Inspection for activity group	Dist rict	Department/branch responsible	Current status	Date open	Date complete	ACTIVITIES
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01 PERMIT GENERAL DEVELOPMENT SERVC 01 OPEN 15AUG21

15AUG21 P STEWART 001 OPEN APPLICATION

APP AD ADDRESSING REVIEW ADDRESSING 12 NOT REQD 15AUG21 16MAY20

15AUG21 P STEWART 060 OPEN GROUP
16MAY20 K PRINGLE 072 GROUP NOT REQUIRED

DE419534: DEVELOPMENT APPLICATION

Section

Req Review/Inspection for activity group	Dist rict	Department/branch responsible	Current status	Date open	Date complete	ACTIVITIES
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APP 06 PROC CNTR DEV REVW		PROC CENTRE - DEV	11 REJECTED	16MAY20	16MAY20	
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16MAY20 K PRINGLE		066 REJECT FOR PERMIT				
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16MAY20 K PRINGLE		060 OPEN GROUP				
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APP 08 PROC CNTR BLDG RVW		PROC CENTRE - BLDG 12	NOT REQD	15AUG21	16MAY20	
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15AUG21 P STEWART		060 OPEN GROUP				
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16MAY20 K PRINGLE		072 GROUP NOT REQUIRED				
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APP 19 DEV COST LEVY REVW DE14	BY-LAW ADMIN		12 NOT REQD	15AUG21	16MAY20	
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15AUG21 P STEWART		060 OPEN GROUP				
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16MAY20 K PRINGLE		072 GROUP NOT REQUIRED	45	CANCELLED		
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End of permit

End of report

C-2B District Schedule

1 Intent

The intent of this Schedule is to provide for a wide range of goods and services, to maintain commercial activities and personal services that require central locations to serve larger neighbourhoods, districts or communities and through discretionary approvals, to encourage good design and proper utilization of the land.

2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted in this District and shall be issued a permit.

2.2 Uses

2.2.A • Accessory Buildings customarily ancillary to any of the uses listed in this Schedule, provided that:

- (a) no accessory building exceeds 3.7 m in height measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height level between the eaves and the ridge of a gable, hip or gambrel roof, provided that no portion of an accessory building may exceed 4.6 m in height;
- (b) all accessory buildings are located in the rear yard and in no case are less than 3.1 m from the ultimate centre line of any rear or flanking lane;
- (c) the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 15 percent of the total area of the site;
- (d) not applicable; [Maximum width]
- (e) not applicable; [Proximity to residential dwelling]
- (f) no accessory building obstructs the horizontal daylight access prescribed in this Schedule for residential use.

• Accessory Uses customarily ancillary to any of the uses listed in this section, provided that unless permitted as an outright approval use pursuant to section 2 of this Schedule, the total floor area of all accessory uses is not greater than 25 percent of the gross floor area of the principal use.

2.2.C [Cultural and Recreational]

- Arts and Culture Indoor Event.

2.2.RT [Retail]

- Grocery or Drug Store except for Small-scale Pharmacy.
- Retail Store.

2.2.SV [Service]

- Barber Shop or Beauty Salon.
- Beauty and Wellness Centre.
- Laundromat or Dry Cleaning Establishment.
- Photofinishing or Photography Studio.
- Repair Shop - Class B.

2.3 Conditions of Use

- 2.3.1 All commercial uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:
- (a) parking and loading facilities;
 - (b) display of flowers, plants, fruits and vegetables.

3 Conditional Approval Uses

- 3.1 Subject to all other provisions of this By-law, including section 3.3.3, and the provisions and regulations of this Schedule the Development Permit Board may approve any of the uses listed in section 3.2, subject to the conditions of section 3.3, and including such other conditions as it may decide, provided that it first considers:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (b) the submission of any advisory group, property owner or tenant; and
- (c) the amount of open space, plazas and landscaping being provided and the impact of the development on the character of the community.

3.2 Uses

- 3.2.A ■ Accessory Uses to any of the uses listed in this Schedule, subject to the same provisions as section 2.2.A of this Schedule.

3.2.AG [Agricultural]

- Urban Farm - Class B, subject to the provisions of section 11.30 of this By-law.

3.2.C [Cultural and Recreational]

- Artist Studio, subject to the provisions of section 11.18 of this By-law.
- Billiard Hall.
- Bowling Alley.
- Club.
- Community Centre or Neighbourhood House.
- Fitness Centre.
- Hall.
- Library.
- Museum or Archives.
- Park or Playground.
- Rink.
- Swimming Pool.
- Theatre.
- Zoo or Botanical Garden.

- 3.2.D • Deposition or extraction of material so as to alter the configuration of the land.

3.2.DW [Dwelling]

- Dwelling units in conjunction with any of the uses listed in this Schedule except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion.
- Multiple Dwelling, provided that the Development Permit Board is of the opinion that the site is suitable for residential use.

- Multiple Conversion Dwelling, resulting from the conversion of a building which was in existence prior to June 18, 1956, provided that:
 - (a) before making a decision the Development Permit Board shall consider the quality and livability of the resulting units, the suitability of the building for conversion in terms of age and size, and the effect of the conversion on adjacent properties and the character of the area; and
 - (b) building additions shall not be permitted.
- Principal Dwelling Unit combined with a Lock-off Unit in conjunction with any of the uses listed in this schedule, except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width may be used for residential purposes unless the purpose is for entrances to the residential portion.
- Principal Dwelling Unit combined with a Lock-off Unit in a Multiple Dwelling if the Development Permit Board is of the opinion that the site is suitable for residential use.
- Residential Unit associated with and forming an integral part of an artist studio, subject to the provisions of section 11.19 of this By-law.
- Seniors Supportive or Assisted Housing, subject to section 11.17 of this By-law.

3.2.I [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Church.
- Detoxification Centre.
- Hospital.
- Public Authority Use.
- School - Elementary or Secondary.
- School - University or College.
- Social Service Centre.
- Community Care Facility – Class B, subject to the provisions of section 11.17 of this By-law.
- Group Residence, subject to the provisions of section 11.17 of this By-law.

3.2.M [Manufacturing]

- Clothing Manufacturing.
- Miscellaneous Products Manufacturing - Class B.
- Printing and Publishing.
- Textile or Knit Goods Manufacturing.

3.2.O [Office]

- Office Uses.

3.2.P [Parking]

- Parking Uses.

3.2.R [Retail]

- Farmers' Market, subject to the provisions of Section 11.21 of this By-law. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
- Furniture or Appliance Store.
- Gasoline Station - Full Serve, subject to the provisions of section 11.10 of this By-law.
- Gasoline Station - Split Island, subject to the provisions of section 11.10 of this By-law.
- Liquor Store.
- Medical Marijuana-related Use, subject to the provisions of section 11.28 of this By-law.
- Pawnshop.