



WHISTLER

TEMPORARY USE PERMIT - CANNABIS RETAIL

Climate Action, Planning and Development Services - Planning Department
Tel 604-935-8170 (direct)
Email: planning@whistler.ca

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way TEL 604 932 5535
Whistler, BC Canada V8E 0X5 TF 1 866 932 5535
whistler.ca FAX 604 935 8109

Application Number

TUP 00108

Work Order: _____

Application Type: (check applicable boxes)

- Temporary Use Permit – (Cannabis Retail) Temporary Use Permit – amendment or renewal

Please review the RMOW Cannabis Retail Policy No. G-27 and ensure this application complies with requirements and stipulations of the policy.

Subject Property:Street Address: 4433 Sundial Place

Legal Description P.I.D. STRATA LOT 7, PLAN VAS2033 NEW WESTMINSTER 009-494-2
(On Land Title Certificate) STRATA LOT 7, PLAN VAS2033 NEW WESTMINSTER 009-494-251

Please check the TUP Area the proposed business is located in:

- Creekside Function Junction Nesters Plaza
 The Village Village North

Property Zoning: CC1**Business Information:**Legal Name: 1068246 BC Ltd (wholly owned subsidiary of 0903141 BC Ltd)Doing Business As: The Green PineappleMailing Address: PO Box 510 Rossland BC V0G-1Y0Provincial Application Reference Number: Job No: 070109Name of Applicant/Agent: 1068246 BC Ltd (wholly owned subsidiary of 0903141 BC Ltd)Mailing Address: PO Box 510City: Rossland Province: BC Postal Code: V0G 1Y0Phone: 250-362-5555 Cell: 250-368-1452 Email: admin@greenpineapple.caName of Registered Property Owner: Stratheden Properties LtdMailing Address: 208 - 1477 Pender St WCity: Vancouver Province: BC Postal Code: V6G 2S3Phone: (416) 618-409 Cell: (416) 618-409 Email: r.crumley@gmail.com(416) 618-4095 (416) 618-4095

WHISTLER: A PLACE WHERE OUR COMMUNITY THRIVES, NATURE IS PROTECTED AND GUESTS ARE INSPIRED.

AUTHORIZATIONS

I Robert Crumley authorize Warren Hamm
(PRINT NAME of registered property owner) (PRINT NAME of agent/person authorized to sign the application)

to act as agent and sign the application form to the Resort Municipality of Whistler on my/our behalf for the property known as 4433 Sundial Place

(Civic address of property)

[Signature] 30 Jan 2023
 Signature(s) of registered property owner(s) Date
N/A 30 January 2023
 Signature(s) of Signing Officer(s) of Corporation Corporate Seal(s), if applicable Date

PROPERTY OWNER'S AGREEMENT

As of the date of this application, I am the registered owner of the lands described in the application. I have examined the contents of the application, certify that the information submitted with it is correct insofar as I have knowledge of these facts, and concur with the submission of the application. I acknowledge that the lands described in the application may be subject to applicable laws, regulations, and guidelines including, but not limited to, the Resort Municipality of Whistler Zoning and Parking Bylaw No. 303, 2015 and the *Local Government Act*. I agree to comply with all provisions of the Resort Municipality of Whistler Zoning and Parking Bylaw No. 303, 2015 and any other applicable legislation, if this application is approved. I understand that approval does not constitute a building permit and that drawings submitted for a building permit must match approved Temporary Use Permit drawings.

[Signature] January 30 2023
 Signature of property owner Date

DECLARATION

I Warren Hamm, (PRINT NAME) solemnly declare that the statements made by me upon this application are to the best of my belief and knowledge a true and complete representation of this application.

[Signature] 30 January 2023
 Signature of applicant or agent Date

FEE SCHEDULE

TEMPORARY USE PERMITS	Fees	Select
Temporary Use Permit – requiring Council consideration of issuance	\$4,700.00	<input checked="" type="checkbox"/>
Temporary Use Permit – amendments or renewals	\$3,525.00	<input type="checkbox"/>
Other Services By Request		
Land Title Search by Request	\$35.00	<input checked="" type="checkbox"/>
CANNABIS RETAIL LICENCE APPLICATION PROCESSING FEE		
New Cannabis Retail Store Licence	\$2,000.00	<input checked="" type="checkbox"/>

SUBMITTAL REQUIREMENTS – DOCUMENT CHECKLIST

Subject Property Civic Address: 4433 Sundial Place

Incomplete applications will not be accepted.

The items on the list are the minimum requirement for your application. Depending on the nature of your project, **you may be requested to submit additional information/documents** with, or following submission of, your application. Check and sign and include this document with your application.

For ALL applications:

Electronic PDF copies of all submissions; including application, drawings, and reports. Electronic files may be emailed to planning@whistler.ca.

Every report and document submitted in support of an application must contain an express grant of permission to the Resort Municipality of Whistler to use, reproduce and publish the information contained in the report or document for non-commercial purposes.

REQ	N/A	SUBMISSION ITEMS CHECKLIST
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Complete and signed Application Form, Document Checklist and application fee.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Title Search (issued not more than 30 days from the date application is received) OR a \$35.00 Title Search Fee in lieu (per PID).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Strata authorization on form attached for all proposals affecting common property on a strata plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Provincial Referral or Proof of Provincial Application. Application submitted to LCRB for municipal review and comment
PDF of the following submission items and plans as may be relevant to illustrate the proposal. All drawings must include a bar scale and a north arrow.		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Community Impact Statement <ul style="list-style-type: none"> • Must address the guiding principles, location guidelines and evaluation criteria in Cannabis Retail Policy G-27 • Must outline how the business will address the relevant RMOW policies and contribute to Whistler's priorities, goals and vision as outlined in Whistler's Official Community Plan, including economic, social and environmental impacts the business may have on the surrounding neighbourhood and wider community, and strategies for mitigating potential negative impacts.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Commitment to signing and adhering to a Good Neighbour Agreement <ul style="list-style-type: none"> • Application should indicate the business' commitment to addressing nuisance issues and working collaboratively
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Business Plan – Full description of the proposed business operation, including the following information: <ul style="list-style-type: none"> • Past business experience • Corporate structure • Number of staff, products sold, target market, and hours of operation • Any proposed educational initiatives and strategies regarding nuisance, consumption and cannabis-related issues • Insurance coverage information
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Context Plan - Scale of 1:500 (minimum) or imperial equivalent. If imperial equivalent all dimensions must be labelled in both imperial and metric. Include: <ul style="list-style-type: none"> • Location of property including adjacent streets. • Distance to nearest property line of any parcel containing a school or the Meadow Park Recreation Centre. • Photographs showing the subject property and all adjacent development. Note: (a) A cannabis retail store shall not be permitted within 300 metres of the nearest property line of any parcel containing a school or the Meadow Park Recreation Centre. (b) A cannabis retail store shall not be permitted to have frontage on the Village Stroll
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Design Proposal <ul style="list-style-type: none"> • Site Plan • Dimensioned floor plans showing all doors, exits/entrances, cash registers, location of fixed shelving or displays, and location of all areas open to the public, space designated for staff and storage areas. • Exterior elevations/sections clearly illustrating and labelling exterior building materials, finishes and colors; signage location and size; and lighting • Demonstrate security measures in compliance with or exceed LCRB requirements • Parking plan, if applicable

	Odour control and store ventilation details
--	---

Additional Information

During the review process addition information requirements may be required if the proposed activity is reasonably expected to have an impact on any matters contained in the applicable RMOW policies and bylaws.

Warren Hamm

 Full name of applicant or agent (Print)


Signature of applicant or agent

30 January 2023

Date

Personal information is being collected under the authority of the *Local Government Act* for the purpose of processing this Development Permit application. This information is protected under the privacy provisions of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection of this information, contact the Director of Planning at 604-935-8170, Resort Municipality of Whistler, 4325 Blackcomb Way, Whistler, BC V8E 0X5.



STRATA COMMON PROPERTY REPRESENTATION OF AUTHORITY

4433 Sundial Place
PROPERTY CIVIC ADDRESS

VAS2033
STRATA CORPORATION NO.

The undersigned, on behalf of Strata Corporation No. VAS2033 (the "Strata Corporation"), in consenting to the application (the "Application") of 4433 Sundial Place, the owner of Strata Lot No. 7 for an application to which the Resort Municipality of Whistler "Land Use Procedures and Fees Bylaw No. 2205, 2022" applies to alter the Common Property of Strata Plan No. VAS2033, being a Strata Manager (holding a valid license) licensed under the *Real Estate Services Act*, represents to the Resort Municipality of Whistler (the "RMOW") that we are authorized to consent to the Application on behalf of the Strata Corporation and that all appropriate resolutions of the Strata Corporation have been duly passed to authorize the proposed changes or alterations to the Common Property.

In the case where the Strata Corporation is not represented by a licensed Strata Manager the undersigned hereby represent to the RMOW that we are members of the Strata Council duly elected in accordance with the *Strata Property Act*, that we are legally authorized to consent to the Application on behalf of the Strata Corporation and that all appropriate resolutions of the Strata Corporation have been duly passed to authorize the proposed changes or alterations to the Common Property.

In making the above representation, the Strata Corporation acknowledges that the RMOW is relying on our representation in accepting the Application and issuing the Permit and the Strata Corporation releases the RMOW from any and all liabilities if the representation is untrue or inaccurate.

PLEASE COMPLETE THE FOLLOWING IF STRATA MANAGEMENT COMPANY IS PROVIDING REPRESENTATION OF AUTHORITY:

Avesta Strata and Property Management

STRATA MANAGEMENT COMPANY NAME* (PLEASE PRINT)
Amanda Porsild
STRATA MANAGER NAME* (PLEASE PRINT) [Redacted]
STRATA MANAGER SIGNATURE

SIGNED THIS 1 DAY OF February 2023

PLEASE COMPLETE THE TABLE ON PAGE OVER IF STRATA COUNCIL MEMBERS ARE PROVIDING REPRESENTATION OF AUTHORITY.



STRATA COMMON PROPERTY REPRESENTATION OF AUTHORITY

Page 2

PLEASE COMPLETE THE FOLLOWING IF STRATA COUNCIL MEMBERS ARE PROVIDING REPRESENTATION OF AUTHORITY:

N/A SEE ABOVE

COUNCIL MEMBER NAME* (PLEASE PRINT)

STRATA LOT NO: _____

COUNCIL MEMBER SIGNATURE

SIGNED THIS _____ DAY OF _____ 20____

COUNCIL MEMBER NAME* (PLEASE PRINT)

STRATA LOT NO: _____

COUNCIL MEMBER SIGNATURE

SIGNED THIS _____ DAY OF _____ 20____

The Strata Title Act requires that permission from a Strata Corporation be obtained whenever construction affects Common Property. Written approval from the Strata Corporation is required whenever the proposed work involves Common Property or Limited Common Property.

"common property" means

(a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and

(b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located

(i) within a floor, wall or ceiling that forms a boundary

(A) between a strata lot and another strata lot,

(B) between a strata lot and the common property, or

(C) between a strata lot or common property and another parcel of land, or

(ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;

"limited common property" means common property designated for the exclusive use of the owners of one or more strata lots;



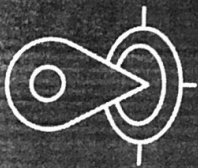
RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way **TEL** 604 932 5535
Whistler, BC Canada V8E 0X5 **TF** 1 866 932 5535
whistler.ca **FAX** 604 935 8109

INFORMATION SIGN REQUIREMENTS

Applications are subject to the Resort Municipality of Whistler “Land Use Procedures and Fees Bylaw No. 2205, 2022” information sign requirements.

1. An information sign is required to be posted for all applications for:
 - development permit,
 - development permit under a land use contract,
 - approval of a Development Plan or Development Approval under the *Blackcomb Land Use Contract*,
 - development variance permit,
 - temporary use permit,
 - modification or discharge of a section 219 covenant,
 - exemption from a bylaw establishing a flood construction level or floodplain setback,
 - amendment to the Official Community Plan,
 - amendment to the Zoning Bylaw, and
 - amendment to a land use contract.
2. The applicant must prepare and **post an information sign on the land that is the subject of the application within 14 days of making the application** and notify planning@whistler.ca that the sign has been posted via an email containing a photo of the installed sign.
3. The information sign must conform generally to the written specifications contained on page 2 of this handout and must also include the following:
 - A map of the site containing a North Arrow, with all the roads adjoining the development site labelled (insert as top image on page 2);
 - A rendering of the proposed development (insert as bottom image on page 2);
 - The abovementioned images can be inserted using Adobe Acrobat or another similar pdf viewer/editor. The ideal aspect ratio for the images is 947:591.
4. The information sign must be 4' (1220 mm) x 6' (1829mm) in size.
5. Notification signs must be placed in a conspicuous location, be clearly legible from adjoining streets, and not be obstructed by vegetation or structures on the land, and is required to be placed every 100 metres of highway/road frontage of the subject parcel, except that no more than 3 signs are required for any one parcel.
6. The applicant must keep the notification sign posted and in good repair until the application has been approved or refused by Council or its delegate, or has been withdrawn by the applicant.
7. The applicant must **remove the notification sign within 14 days of the application being approved or refused by Council or its delegate, or being withdrawn by the applicant**. The municipality may remove the notification sign at the expense of the applicant subject to the municipality first giving notice of the non-compliance of the 14 day removal requirements.



DEVELOPMENT APPLICATION

Application No: eg. DP001800

Address:

Applicant Name:

Type of Application: eg. Development Permit

Insert brief description of the proposal including proposed uses, number and type of units, proposed gross floor area and proposed building heights (in metric units).

List all proposed variances.

Include the following text: "The details of the proposed development may be revised during the application process."

Location

Proposed Development



FOR MORE INFO



Resolution

PRESENTED TO:



Resort Municipality of
WHISTLER

CANNABIS RETAIL STORE TUP APPLICATION



Submitted by:

The Green Pineapple

admin@greenpineapple.com

Introduction – The Green Pineapple

First, we acknowledge that this application is being reviewed on the unceded territories of the Lil'wat Nation and Squamish Nation who have lived on these lands since time immemorial. We are grateful to be on this shared territory and we respect and commit to a deep consideration of their history, culture, stewardship, and voice.

Next, thank you for your consideration of our application for the cannabis retail store (CRS) temporary use permit (TUP) for the Whistler Village location.

The Green Pineapple is a local BC business that is family owned and operated. We are proud to positively contribute to the communities where we work, live and play. The opportunity to join the community of Whistler is one that excites us. Members of our family have resided in Whistler for over 20 years. Over that time, we have made many friends and business colleagues and we look forward to positively contributing to the community of Whistler. The RMOW has a very structured and robust Official Community Plan that we will be able to support, steward to, and add value to.

We have prepared our TUP application diligently and to a high standard that hopefully exceeds the expectations of Council. We realize this is a temporary use permit and that the plans and commitments stated herein will become an integral part of our continued operations.

We grant permission to the RMOW to use, reproduce and publish the information contained in the report or documents for non-commercial purposes.

If there are any areas of concern or if further details would benefit Council on making the best-informed decision for the CRS TUP, I respectfully request that you contact me at your convenience for further discussion.

Sincerely,



Warren Hamm
President
The Green Pineapple
admin@greenpineapple.com

Name and Contact Information of Applicant(s)

1068246 BC Ltd (wholly owned subsidiary of 0903141 BC Ltd)
ba The Green Pineapple
PO Box 510
Rossland BC, V0G 1Y0
250-362-5555

Application Form



WHISTLER

TEMPORARY USE PERMIT -
CANNABIS RETAIL

Climate Action, Planning and Development Services - Planning Department
Tel 604-935-8170 (direct)
Email: planning@whistler.ca

RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way TEL 604 932 5535
Whistler, BC Canada V8E 0K5 TF 1 866 932 5535
whistler.ca FAX 604 935 5109

Application Number _____
TUP _____
Work Order: _____

Application Type: (check applicable boxes)

- Temporary Use Permit – (Cannabis Retail) Temporary Use Permit – amendment or renewal

Please review the RMOV Cannabis Retail Policy No. G-27 and ensure this application complies with requirements and stipulations of the policy.

Subject Property:

Street Address: 4433 Sundial Place, Unit 7

Legal Description P.I.D. STRATA LOT 7, PLAN VAS2033 NEW WESTMINSTER 009-494-2
(On Land Title Certificate) STRATA LOT 7, PLAN VAS2033 NEW WESTMINSTER 009-494-251

Please check the TUP Area the proposed business is located in:

- Creekside Function Junction Nesters Plaza
 The Village Village North

Property Zoning: CC1

Business Information:

Legal Name: 1068246 BC Ltd (wholly owned subsidiary of 0903141 BC Ltd)

Doing Business As: The Green Pineapple

Mailing Address: PO Box 510 Rossland BC V0G-1Y0

Provincial Application Reference Number: Job No: 070109

Name of Applicant/Agent: 1068246 BC Ltd (wholly owned subsidiary of 0903141 BC Ltd)

Mailing Address: PO Box 510

City: Rossland Province: BC Postal Code: V0G 1Y0

Phone: 250-362-5555 Cell: 250-368-1452 Email: admin@greenpineapple.ca

Name of Registered Property Owner: Stratheden Properties Ltd

Mailing Address: 208 - 1477 Pender St W

City: Vancouver Province: BC Postal Code: V6G 2S3

Phone: (416) 618-4095 Cell: (416) 618-4095 Email: rcrumley@gmail.com

(416) 618-4095 (416) 618-4095

WHISTLER: A PLACE WHERE OUR COMMUNITY THRIVES, NATURE IS PROTECTED AND GUESTS ARE INSPIRED.

Temporary Use Permit Cannabis Retail

2

AUTHORIZATIONS

I Robert Crumley authorize Warren Hamm
(PRINT NAME of registered property owner) (PRINT NAME of agent/person authorized to sign the application)

to act as agent and sign the application form to the Resort Municipality of Whistler on my/our behalf for the property known as 4433 Sundial Place - Unit 7
(Civic address of property)

Signature(s) of [Redacted] Date 30 Jan 2023
 Signature(s) of [Redacted] N/A Corporate Seal(s), if applicable Date 30 January 2023

PROPERTY OWNER'S AGREEMENT

As of the date of this application, I am the registered owner of the lands described in the application. I have examined the contents of the application, certify that the information submitted with it is correct insofar as I have knowledge of these facts, and concur with the submission of the application. I acknowledge that the lands described in the application may be subject to applicable laws, regulations, and guidelines including, but not limited to, the Resort Municipality of Whistler Zoning and Parking Bylaw No. 303, 2015 and the *Local Government Act*. I agree to comply with all provisions of the Resort Municipality of Whistler Zoning and Parking Bylaw No. 303, 2015 and any other applicable legislation, if this application is approved. I understand that approval does not constitute a building permit and that drawings submitted for a building permit must match approved Temporary Use Permit drawings.

Signature of property owner [Redacted] Date January 30 2023

DECLARATION

I Warren Hamm, (PRINT NAME) solemnly declare that the statements made by me upon this application are to the best of my belief and knowledge a true and complete representation of this application.

Signature of applicant or agent [Redacted] Date 30 January 2023

FEE SCHEDULE

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CANNABIS RETAIL LICENCE APPLICATION PROCESSING FEE		
New Cannabis Retail Store Licence	\$2,000.00	<input checked="" type="checkbox"/>

Temporary Use Permit Cannabis Retail

3

SUBMITTAL REQUIREMENTS – DOCUMENT CHECKLIST

Subject Property Civic Address: 4433 Sundial Place - Unit 7

Incomplete applications will not be accepted.

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Temporary Use Permit Cannabis Retail

4

	Odour control and store ventilation details
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Additional Information

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Warren Hamm



Signature of applicant or agent

30 January 2023

Date

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Rev Jan 2023

THE PREMIER MOUNTAIN RESORT COMMUNITY | MOVING TOWARD A SUSTAINABLE FUTURE

THE PREMIER MOUNTAIN RESORT COMMUNITY | MOVING TOWARD A SUSTAINABLE FUTURE



RESORT MUNICIPALITY OF WHISTLER
4125 Blackcomb Way TEL 604.932.0945
Whistler, B.C. Canada V8E 0B5 TF 604.932.0946
whistler.ca FAX 604.932.0309

STRATA COMMON PROPERTY REPRESENTATION OF AUTHORITY

4433 Sundial Place

VAS2033

PROPERTY CIVIC ADDRESS

STRATA CORPORATION NO.

The undersigned, on behalf of Strata Corporation No. VAS2033 (the "Strata Corporation"), in consenting to the application (the "Application") of 4433 Sundial Place, the owner of Strata Lot No. 7 for an application to which the Resort Municipality of Whistler "Land Use Procedures and Fees Bylaw No. 2205, 2022" applies to alter the Common Property of Strata Plan No. VAS2033, being a Strata Manager (holding a valid license) licensed under the *Real Estate Services Act*, represents to the Resort Municipality of Whistler (the "RMOW") that we are authorized to consent to the Application on behalf of the Strata Corporation and that all appropriate resolutions of the Strata Corporation have been duly passed to authorize the proposed changes or alterations to the Common Property.

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In making the above representation, the Strata Corporation acknowledges that the RMOW is relying on our representation in accepting the Application and issuing the Permit and the Strata Corporation releases the RMOW from any and all liabilities if the representation is untrue or inaccurate.

PLEASE COMPLETE THE FOLLOWING IF STRATA MANAGEMENT COMPANY IS PROVIDING REPRESENTATION OF AUTHORITY:

Avesta Strata and Property Management

STRATA MANAGEMENT COMPANY NAME* (PLEASE PRINT)

Amanda Porsild

STRATA MANAGER NAME* (PLEASE PRINT)



STRATA MANAGER SIGNATURE

SIGNED THIS 1 DAY OF February 2023

PLEASE COMPLETE THE TABLE ON PAGE OVER IF STRATA COUNCIL MEMBERS ARE PROVIDING REPRESENTATION OF AUTHORITY.



STRATA COMMON PROPERTY REPRESENTATION OF AUTHORITY

Page 2

PLEASE COMPLETE THE FOLLOWING IF STRATA COUNCIL MEMBERS ARE PROVIDING REPRESENTATION OF AUTHORITY:

N/A SEE ABOVE

COUNCIL MEMBER NAME* (PLEASE PRINT)

COUNCIL MEMBER SIGNATURE

STRATA LOT NO: _____

SIGNED THIS _____ DAY OF _____ 20_____

COUNCIL MEMBER NAME* (PLEASE PRINT)

COUNCIL MEMBER SIGNATURE

STRATA LOT NO: _____

SIGNED THIS _____ DAY OF _____ 20_____

The Strata Title Act requires that permission from a Strata Corporation be obtained whenever construction affects Common Property. Written approval from the Strata Corporation is required whenever the proposed work involves Common Property or Limited Common Property.

"common property" means

- (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
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 - (i) within a floor, wall or ceiling that forms a boundary
 - (A) between a strata lot and another strata lot,
 - (B) between a strata lot and the common property, or
 - (C) between a strata lot or common property and another parcel of land, or
 - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;

"limited common property" means common property designated for the exclusive use of the owners of one or more strata lots;

Provincial Referral or Proof of Provincial Application



February 27, 2023

Ref: 638604

1068246 BC Ltd. (A wholly owned subsidiary of 0903141 BC Ltd.)
DBA The Green Pineapple
PO Box 510
Rossland, BC V0G 1Y0

Email: warrenhamm@gmail.com

Dear Warren Hamm:

Re: Receipt of Cannabis Retail Store (CRS) Application to Relocate License

This letter is to acknowledge receipt of your application to relocate Cannabis Retail Store Licence #450040.

- From 870 B Schofield Hwy Trail, B.C., V1R 2G9
- to Strata Lot 7, Strata Plan VR 2033, 4433 Sundial Place Whistler, BC V0N 1B4.

I confirm you have provided documentation that 1068246 BC Ltd. and 0903141 BC Ltd. have a valid interest in the proposed Whistler location.

Please quote our job number 070109 in respect of this file. Staff will contact you and the local government in respect of next steps in due course.

Sincerely,



Dugald Smith
Deputy General Manager
Liquor and Cannabis Regulation Branch
Ministry of Public Safety and Solicitor General

Liquor and Cannabis
Regulation Branch

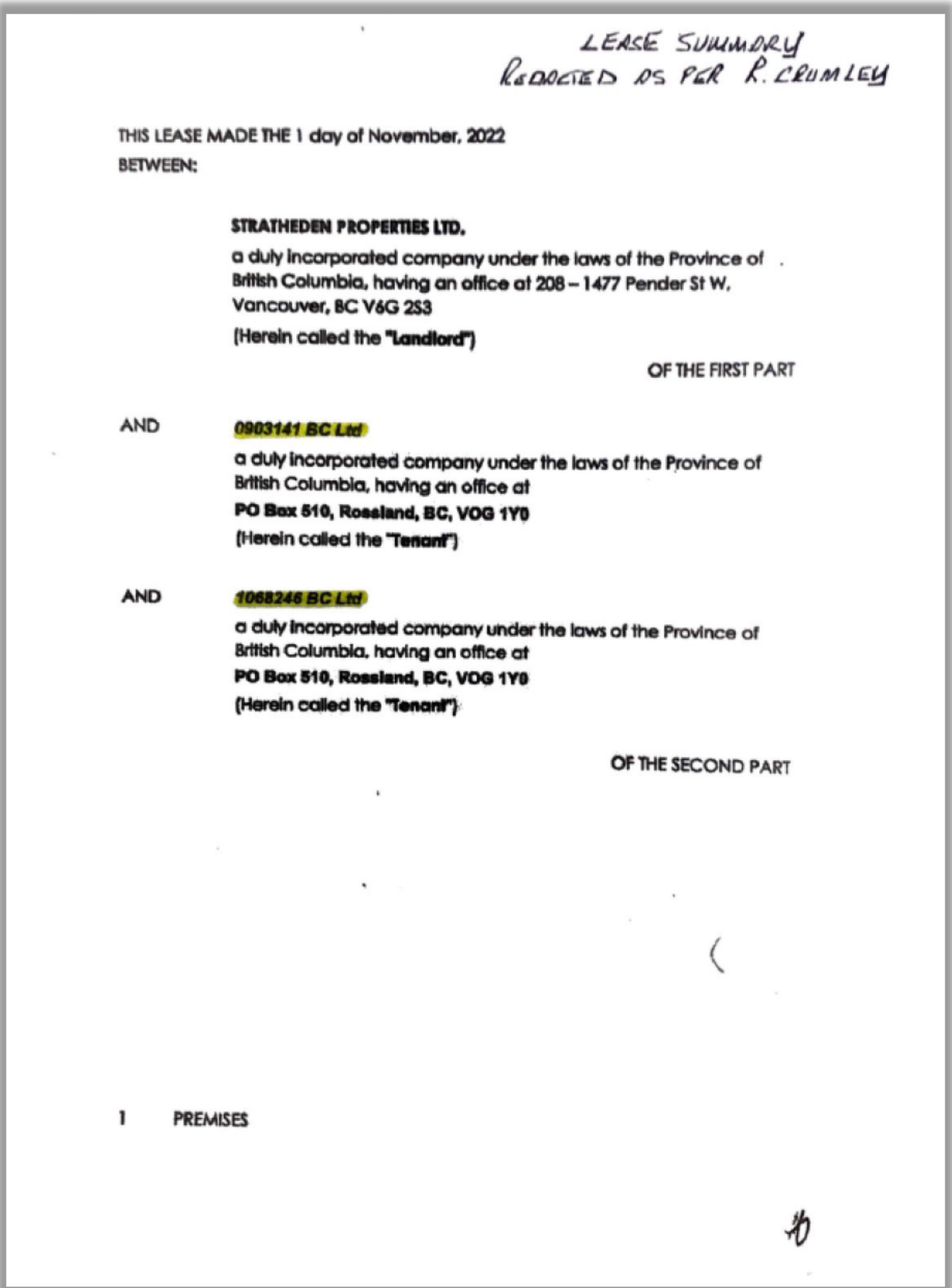
Mailing Address:
PO Box 9292 Stn Prov Govt
Victoria BC V8W 9J8

Location:
4th floor 645 Tye Road
Victoria BC V9A 6X5
Phone: 250 952-5787
Facsimile: 250 952-7066

Website:
www.gov.bc.ca/cannabisregulationandlicensing

Proof of Property Ownership or Interest

Valid Interest – Lease - Unit 7 4433 Sundial Place (redacted) partial – for brevity



In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those part of Strata Lot 7, Strata Plan VR 2033, 4433 Sundial Place, Whistler, BC the boundaries of which are shown outlined in red in Schedule A hereto excepting the exterior faces of all adjoining corridor and outside walls and excepting the roof ("Premises"), for the term set out in section 2.

2 TERM OF LEASE

- 2.1 Term - This Lease is for a term of Five years commencing on the first day of November, 2022 ("Commencement Date") and expiring on the 31st day of October, 2027, unless earlier terminated.
- 2.2 Option to Renew - If the Tenant punctually pays the Rent and other sums payable hereunder and punctually performs each and every one of the covenants, provisos and agreements herein contained on the part of the Tenant to be performed in accordance with the provisions of this Lease, then the Landlord will, at the cost of the Tenant and at the Tenant's written request delivered to the Landlord in the manner provided for in this Lease no earlier than 12 months and not later than nine months prior to the expiry of the Term, grant to the Tenant a renewal lease of the Premises for two further terms of five years on the same terms and conditions set out in this Lease, save and except:
- (a) this option to renew, and any provisions for Landlord's work, Tenant's work, exclusive use, free rent, bonuses, leasehold improvements, or other tenant inducements of any kind; and
 - (b) the minimum rent to be paid during each year of the renewal term will be the then fair market rental of the Premises on the basis of the highest and best use of the Premises, taking into account all leasehold improvements and disregarding any tenant inducements then existing in the market, and in any event shall not be less than the minimum rent payable during the last 12-month period of the Term. If the Landlord and Tenant fail to agree on the amount of the minimum rent three

months prior to the expiration of the Term, the amount of minimum rent shall be determined by a single arbitrator appointed under the *Arbitration Act* of British Columbia, whose decision will be final and binding upon the Landlord and the Tenant. The cost of such arbitration including any specialists will be borne by the Landlord and Tenant equally.

Until the minimum rent for the renewal term has been determined as provided in paragraph 2.2(b), the Tenant will pay the monthly rent requested by the Landlord. Upon the determination of the minimum rent for the renewal term the Landlord and the Tenant will make the appropriate adjustment without interest.

3 RENT

3.1 Minimum Rent - The Tenant will pay to the Landlord, in lawful money of Canada and without deductions or set-off, an annual rent of [REDACTED] in equal monthly installments of [REDACTED] each, plus applicable taxes, each installment to be paid on the first of each calendar month.

3.2 Rental Area - The minimum rent has been determined on the basis that the rental area of the Premises is 544 square feet of [REDACTED] foot, which area has been accepted by the parties.

3.3 Additional Rent and Charges - The Tenant will also pay to the Landlord as additional rent without deduction or set off, plus applicable taxes:

- (a) all or an amount equal to the Tenant's proportionate share, as the case may be, of the Operating Costs of the Landlord for the corresponding Lease Year or any part thereof. It is agreed that this Lease shall be a completely care-free net lease to the Landlord and therefore all costs, charges, expenses and outlays of any nature and kind whatsoever of the Landlord arising from or relating to the Premises or the Building and the Landlord's performance of its obligations under this Lease and similar tenant leases shall be considered to be "Operating Costs", whether or not referred to herein and whether or not within the contemplation of the Landlord and the Tenant. Operating Costs include, insurance against public liability, property damage, loss of rental income and other casualties

Page 3

AB

and risks; strata corporation special levies; accounting, legal, consulting and management costs; Tourism Whistler fees; the costs of preparing a pandemic risk assessment and/or health or safety plan in addition to the costs of implementing any health and safety preventive measures and dealing with any health and safety issues; maintenance, repair and replacement of the roof and of heating, ventilation and air conditioning system; any management fee paid to a third party to manage the Premises; should the Landlord elect to manage the Premises itself a fee for management and administration of the Premises calculated as five percent of the total minimum rent payable by all tenants in the Building; security patrol and alarm system; repairs, replacement and maintenance costs including light fixtures, all taxes, license, management and other fees levied against the Premises:

- (b) all taxes that are levied, rated, charged or assessed against or with respect to the Premises on the basis of a separate real property tax bill or separate real property assessment notice, and the Tenant's proportionate share of the taxes that are levied, rated, charged or assessed against or with respect to the Building or otherwise as may be allocated by the Landlord to the Premises;
- (c) the utility and service costs attributable to the Premises as allocated by the Landlord pursuant to the provisions of this Lease; and
- (d) all other sums of money required under this Lease to be paid by the Tenant to the Landlord whether designated as additional rent or not.

3.4 Estimate and Final Determination of Additional Rent - The amounts payable by the Tenant pursuant to section 3.3 may be estimated by the Landlord for such period as the Landlord determines and the Tenant will pay such amounts to the Landlord in monthly installments in advance during the Lease Year together with the other rental payments provided for in this Lease. Within a reasonable period of time after the end of each Lease Year the Landlord will make a final determination of the Tenant's proportionate share of the amount of additional rent for the Lease Year, and if the monthly payments of

Page 4

A

additional rent are less than the actual amount, the Tenant shall pay any difference, and any over-payment will be credited to the payments of the next year.

- 3.5 Pre-authorized payments: At the Landlord's request the Tenant will participate in a pre-authorized payment plan whereby the Landlord will be authorized to debit the Tenant's bank account each month and from time to time during the Lease Year in an amount equal to the minimum rent and additional rent payable on a monthly basis, and, if applicable, generally any amount payable provisionally pursuant to the provisions of this Lease on an estimated basis. In the alternative, the Landlord may require the Tenant from time to time to furnish the Landlord with a series of post-dated cheques covering the next 12 instalments of Rent and the Tenant will, forthwith upon request, deliver such cheques to the Landlord.
- 3.6 GST - The Tenant shall pay to the Landlord an amount equal to any good and services, value added taxes, business transfer taxes or any other taxes imposed upon the Landlord or which the Landlord is obliged to collect with respect to the Rent or any part thereof.
- 3.7 Parking - If the Tenant has duly and punctually observed and performed all of the covenants, conditions and provisos contained herein, the Landlord will make available for the use of the Tenant one parking space during the Term; provided further the Tenant shall bear the cost of such rental, including any maintenance charges, as is charged to the Landlord and shall use and occupy that parking space under the same terms, conditions and at the same rental charges as is imposed on the Landlord by the lessor of the parking space. At the date of this Lease the basic rental per space is [REDACTED] per month. Tenant will pay the car park rent and other charges together with the rent due under section 3.1. The Tenant does not have the right the assign or sublease the parking space.
- 3.8 Security Deposit - The Tenant has deposited or must deliver to the Landlord immediately upon the execution of this Lease an amount of [REDACTED] ("Security Deposit") as security for the performance by the Tenant of all of the provisions of this Lease. If the Tenant fails to pay Rent or otherwise defaults with respect to any provision of this Lease, the Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other payment in default, or for the payment of any other expense which the Landlord

Page 5

may incur by reason of the Tenant's default, or to compensate the Landlord for any loss or damage which the Landlord may suffer thereby. If the Landlord uses or applies all or any portion of the Security Deposit as aforesaid, the Tenant will within ten days after demand therefor deposit with the Landlord cash amount sufficient to restore the Security Deposit to the full amount thereof. The Landlord will not be required to keep the Security Deposit separate from its general accounts. If the Tenant performs all of the Tenant's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by the Landlord, will be returned, without payment of interest or other increment for its use, to the Tenant at the expiration of the Term, and after the Tenant has vacated the Premises in accordance with the provisions of this Lease. No trust relationship is created herein between the Landlord and the Tenant with respect to the Security Deposit.

4 USE OF THE PREMISES

The Tenant shall use the Premises as **Non-Medicinal Cannabis Retail Sales** and for no other purpose without the prior written consent of the Landlord and, subject to the provisions of section 8.1, shall not permit any part of the Premises to be used or occupied by any persons other than the Tenant, its employees and invitees.

5 TENANTS COVENANTS

The Tenant covenants with the Landlord:

- 5.1 **Rent** - To pay the Rent and any other amounts and charges in accordance with this Lease.
- 5.2 **Repairs** - To repair, maintain and keep the Premises in good order and condition (reasonable wear and tear excepted) and promptly to ~~make all~~ needed repairs and replacements, and keep the Premises well painted, clean and in such condition as a prudent owner would keep them; provided that the Tenant's covenant to repair shall not in any case include repairs to the roof, or the structural parts of the Premises unless the need to repair same is caused by willful default or negligence of the Tenant, its agents,

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of it. References to a section, Paragraph or Schedule refer to the applicable article, section, paragraph or schedule of this Lease; and

- (d) Words in the singular include the plural and vice versa, words in one gender include all genders, and the words "including", "Include" and "Includes" mean "including (or include or includes) without limitation".

21.7 In this Lease, the following words have the following meaning:

"Building" means St. Andrews House being Strata Corporation No. VR2033, Whistler, BC

"Lease Year" means 12-month period commencing with the first day of January in one calendar year and ending on the last day of December of that year, except that the first Lease Year will commence on the Commencement Date and end on the last day of December next following the Commencement Date and the last Lease Year will end on the last day of the Term and commence on the first day of January preceding that date. If the Landlord considers it necessary or convenient for the Landlord's accounting purposes, the Landlord may at any time and from time to time, by written notice to the Tenant, specify an annual date from which each subsequent Lease Year is to commence and, in such event, the then-current Lease Year will terminate on the day preceding the commencement of such new Lease Year and each succeeding Lease Year will terminate on the day preceding such annual date.

"Prime Rate" means the prime rate of Royal Bank of Canada for commercial loans of Canadian dollars in Canada; and, if and during any period when no such rate is declared by such bank, means [REDACTED] per annum.

"Rent" means both the minimum rent referred to in section 3.1, the additional rent referred to in section 3.3 and any money payable as additional rent under this Lease.

"Term" means the term of this Lease specified in section 2.1, and any renewal or extension of it and any period of permitted overholding, or as earlier terminated in accordance with this Lease.

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IN WITNESS WHEREOF the parties have executed these presents on the day and year first above written.

TENANT

SIGNED AND DELIVERED

in the presence of:

Witness

Name

496 Westminster Ave W Penticton BC

Address

RN

Occupation

0903141 BC Ltd and 1068246 BC Ltd

by its duly authorized signatories

Warren Hamm

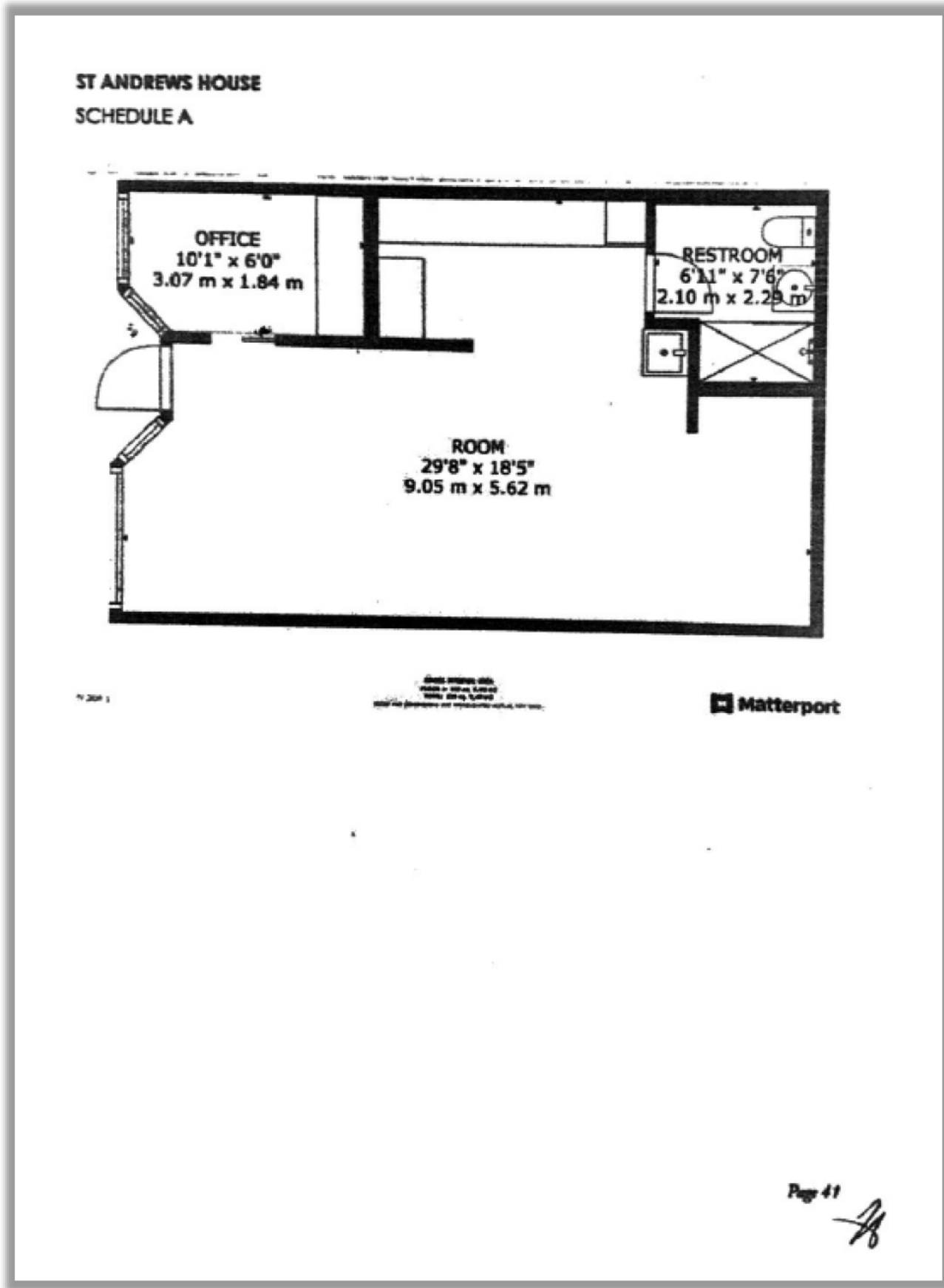
Owner

I have the authority to bind the corporation

STRATHEDEN PROPERTIES LTD.

by its duly authorized signatory

Authorized Signatory



ST ANDREWS HOUSE

SCHEDULE B

TENANT SIGNS

The following guidelines have been developed in order to ensure that the building maintains an image of consistent quality.

HANGING SIGNS

Each ground floor tenant is allowed to have a hanging sign as described below. Size and number of signs vary depending on the unit leased.

Signs to be of high quality, design and construction and must be durable, weather resistant and double sided.

Sign design and manufacturing details must have prior approval of the Landlord. Signs are to be suspended on chains and hang at 8' above grade.

WINDOW SIGNS

Each tenant is allowed to have a window sign.

Sign design and manufacturing details must have prior approval of the Landlord.

RESTAURANT

As the restaurant is on the 2nd floor and has a special entrance it may also have a fascia sign underneath the overhang. This sign is to be mounted between the support columns on the entrance stairway.

GENERAL

Tenants may elect not to have a sign.

Title Search

The \$35 dollar service fee has been included in our application fee(s), requesting that the land title search be completed by the RMOW.

Community Impact Statement

Balancing Resort and Community Needs

The Whistler’s Official Community Plan (OCP) and the RMOW’s Balance Model underscore the importance of balancing the needs of the community with the needs of visitor and the tourism-based economy. Offering retail cannabis helps to diversify the tourism-based economy by providing for visitors, and at the same time, this offering must be available to residents and very important it must contribute rather than detract from community and individual health. Our community impact statement below and business plan in the subsequent section describes the balance we are committed to achieving.

Provisions for Employee Housing

We understand that housing is a critical challenge for Whistler employees and businesses. Upon successful issuance of the TUP for retail cannabis and associated business licenses, The Green Pineapple would meet the criteria as a “Qualified Whistler Business” under the Whistler Housing Authority (WHA) rental and ownership programs. This would allow our employees working an annual average of at least 30 hours per week eligibility for the WHA program. With the high demand and wait time for WHA housing, we will work with our community connections (family, friends and other businesses) to secure accommodation for our staff while they wait for WHA housing. We have also been working closely with a local realtor to provide us with market updates of rental housing availability and vacancies.

Commitment to a Living Wage

The ability to attract and retain a local workforce is a vital component to the success and longevity of any business venture. We are aware of the affordability challenges that many of the residents of Whistler have and how it can impact the resort’s economic viability. We are committed to providing a living wage that falls within the range of \$20.05 - \$27.45/hr (calculated based on RMOW’s Community Monitoring 2019 statistics). We commit to adjusting this over time as needed to ensure we continue to support the OCP goal of enhancing the quality of life for all residents and employees.

Relationships - Support for Community Organizations

We are committed to donating a minimum of three-thousand dollars (\$3,000.00) annually to the Whistler Community Services Society in support of their Healthy Choices program, Harm Reduction training, and their collaboration with the YMCA’s Youth Cannabis Awareness Program (YCAP). We are also proud to be an existing family member at the Squamish Lil’wat Cultural Centre. Upon successful selection of the TUP, we will increase our commitment to a Frog Allyship (\$3,000/yr) for The Green Pineapple. We discuss the importance of this Allyship in our commitment to reconciliation below.



WHISTLER
COMMUNITY SERVICES
SOCIETY



Skwxwú7mesh Lil’wat7úl
SQUAMISH LIL’WAT CULTURAL CENTRE
WHISTLER

Leadership on Sustainability and Climate Action

The proposed location for the TUP at Unit 7 - 4433 Sundial Place is less than 200m away from multiple public bus stops. This location will directly contribute to Big Moves Climate Action Implementation Plan #1, “move beyond the car”, by supporting that 50 % of all trips in Whistler are by transit (and active transport) by the year 2030.



GOAL: By 2030, 50% of all trips in Whistler are by transit and active transport

There are multiple bike racks in front of the proposed location supporting the use of active transport. If delivery becomes a part of our business model in the future, we will prioritize the use of bike/e-bike and foot for deliveries nearby. Further, if deliveries become a large part of our model in the future, we will prioritize the purchase and use of an electric vehicle for this purpose.



We have secured a unit with minimal square footage, in a central Village location, that allows us to optimize our retail space while limiting our economic footprint at the same time. We will work with the landlord to upgrade the interior lighting to improve energy efficiencies and contribute to the RMOW Big move #5.

Further, we understand the importance of energy conservation and a ‘closed-door policy’ to reduce heating and cooling energy requirements. A closed-door policy is required of cannabis stores currently (no visible products from outside the store), however, should this ever be relaxed, we will not operate that way to save costs and greenhouse gas emissions.



In efforts to contribute to the RMOW’s Big Move #6, “close the loop and shift toward lower carbon consumption”, The Green Pineapple supports the recycling of all applicable product packaging, including stand-up and zipper pouches which have been added to the Recycle BC program as of January 1, 2023. Retail bags are not required for sales, but if requested from a customer we will distribute recycled paper bags.



Contributions to Local Economic Development

Cannabis retail operations is a business that has consistent customer needs with minimal peaks and shoulder seasons. Having a four-season business, such as a CRS, will contribute positively by offering a diversified retail experience. This added diversification will support in the stable year-round visitations that the resort community of Whistler currently experiences. With the proposed location being in the pedestrian-friendly Village, The Green Pineapple will be a welcomed addition to the experience of Whistler with our clean, efficient layout, well lit space, and knowledgeable staff.

Commitment to Whistler's Community Health and Social Strategy Goals

As a local BC business, we understand the strong sense of community and close connections to the place and people of Whistler that the residents feel. Being rooted in the Kootenays, we too have a passion for the mountains and the recreational opportunities that the natural environment presents. We want to be able to support the local community in a way that will potentially allow residents to remain in Whistler throughout their various stages of life by providing year-round employment. The location we have selected is wheelchair accessible, including washroom and handicap parking which aligns with the RMOW's OCP goal of "ensuring Whistler is an inclusive and accessible resort community."

As previously mentioned, The Green Pineapple understands the importance of education pertaining to cannabis use and its effects, so we will be donating to the WCSS annually in support of their related programs. These programs will ensure that appropriate levels of education and awareness are being delivered to the community in a professional and age-appropriate format.

Commitments to Reconciliation & Economic Opportunities for the Lil'wat Nation and Squamish Nation

We recognize that reconciliation is everyone's responsibility in order to improve relationships between Indigenous and non-Indigenous peoples. Reconciliation needs to happen as a country, and the Truth and Reconciliation Commission of Canada (TRC) has created a framework of 94 "Calls to Action" that will help guide us there. Call to action 92 calls on corporate Canada to:

- Commit to meaningful consultation, building respectful relationships, and obtaining the free, prior, and informed consent of Indigenous Peoples before proceeding with economic development projects.
- Ensure that Aboriginal peoples have equitable access to jobs, training, and education opportunities in the corporate sector, and that Aboriginal communities gain long-term sustainable benefits from economic development projects.
- Provide education for management and staff on the history of Aboriginal Peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.



Our commitment to this action as a company will be to focus on four main pillars consisting of:

- Inclusive Leadership Actions
- Dedication to Indigenous Business Development
- Procurement Initiatives
- Cultural Awareness & Strengthening Community Relationships

Inclusive Leadership Actions – We are all leaders in our own rights and can have the greatest impact when we positively influence those around us. We will develop a hiring policy that embeds diversity, equity and inclusion as a foundational principle and we will specifically aim to hire Indigenous people, providing them (and all full-time staff) with industry specific training. As individuals in this company, we also commit to taking part in Indigenous activities and events that happen in the community to not only show our support, but more importantly deepen our understanding of the Lil’wat Nation and Squamish Nation cultures. As leaders in our business, we will support and encourage the progression of the other three pillars in our commitment.

Dedication to Indigenous Business Development – although the Provincial government has strict regulations around the merchandise/products that can be sold at a CRS, as well as business to business promotions, we continue to look for creative ways to support this pillar. We plan to showcase local Indigenous artists and support other Indigenous owned or operated businesses at every opportunity.

Procurement Initiatives – the province has a B.C. Indigenous Cannabis Product (BCICP) program that highlights products from B.C. based Indigenous producers. The Green Pineapple fully supports this program and will implement it at the proposed Whistler Village location. The ability to exclusively showcase BCICP’s is a solid foundation for this procurement pillar.

Cultural Awareness & Strengthening Community Relationships – Although all four pillars of our commitment to reconciliation, as it relates to the call to action 92 of the TRC, are equally important, this pillar has extra significance to it. The lack of awareness and understanding pertaining to Indigenous culture and history, by most Canadians, is a major gap that needs to be bridged. Our commitment to starting that bridge will be that all non-Indigenous staff take Indigenous awareness training, either locally through the new program being offered by the SLCC and WCSS, or if that is no longer offered, through another reputable training provider. Further, we commit to purchasing a membership for each of our full-time employees to the Squamish Lil’wat Cultural Centre. This will support the SLCC’s vision to share their cultural knowledge and to inspire understanding and respect amongst all people. As potential business owners and leaders in the community we will encourage that this vision is embraced and lived by.

Our commitment to reconciliation is one that we look forward to expanding as we strengthen our community relationships over time, and work with the Council in helping them meet the OCP goal to “encourage and strengthen a culture of inclusion and diversity.”

Good Neighbour Agreement

Feb. 28, 2023

The Green Pineapple
Unit 7 - 4433 Sundial Place
Whistler, BC

Re: Good Neighbour Agreement

Dear Neighbour,

My name is Warren Hamm, I am the principal of the Green Pineapple Group. We have recently become a fellow tenant in St Andrews House (Unit 7 - 4433 Sundial Place).

The Green Pineapple is a family owned business operating currently operating three cannabis retail stores in southern BC. We are currently applying for a temporary use permit (TUP) to the Resort Municipality of Whistler to operate at this location in the Village of Whistler.

I wanted to draft this letter "Good Neighbour Agreement" to give all of you our written commitment to support your businesses, to always act in good faith, and co exist in harmony with our neighbours in St. Andrews House.

I will be submitting this letter with our application for TUP to the RMOW before the deadline of March 13, 2023.

As an existing owner/operator of Cannabis Retail stores in BC, we wanted to highlight a few items that we feel are important to being a good neighbour.

1. All retail cannabis inventory is packaged in air-tight containers, meaning no odours of cannabis will be noticeable from our location or travelling through the common area ventilation in the building, if applicable.
2. Wee will post information visible to our customers on Whistler's Smoking Regulation Bylaw - which prohibits smoking within 10 metres of the perimeter of an outdoor customer service area and in all public plaza areas.
3. We will align with and steward the RMOW's Official Community Plan.
4. We will adhere to all applicable RMOW bylaws and regulations in regard to our temporary use permit.



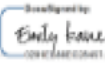
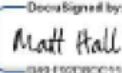

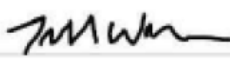
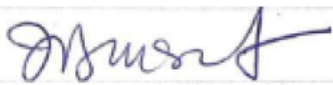
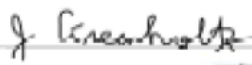
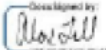
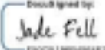
I would ask for your support and acknowledgment that we are committed to running a professional business and will be a good neighbour if we are ultimately approved for TUP from the RMOW.

Please sign your name (or approved designate) to acknowledge support for our application. Signatures are certainly not mandatory but appreciated.

If you have any concerns or further questions, please feel free to contact myself directly.

Warmest regards -

Warren Hamm, CEO
admin@greenpineapple.ca

Signature of Support		
Business Name	Owners	Signature (Owner or Designate)
Naked Sprout	MC Boulet	
The Velvet Underground	Amy Rafferty	
Seventh Heaven Yoga/ YogaCara	Emily Kane	
Whistler Gifts	Y. Hamasaki	
Castros Cuban Cigars/Fidels	Matt Hall	
Fanatyk Co.	Bruce Pelgram	
Black Tie Ski Rental	Todd Williamson	
Bluebird Endeavours/21 Steps	G. Betteridge	
Whistler Chiropractic	J. Brussett	
Dr Joe's Immigration	Joe Greenholtz	
The Movement Lab	Alex & Jade Fell	 

Business Plan - 1068246 BC Ltd (subsidiary of 0903141 BC Ltd) dba The Green Pineapple - TUP Application

Purpose

Our goal is to successfully receive approval to operate a Cannabis Retail Store in Whistler Village. The process requires an application for a Temporary Use Permit (TUP) from the RMOW. If approved we will be able to bring our growing brand, The Green Pineapple, to the Whistler residents and tourists that live and play in this amazing mountain community.

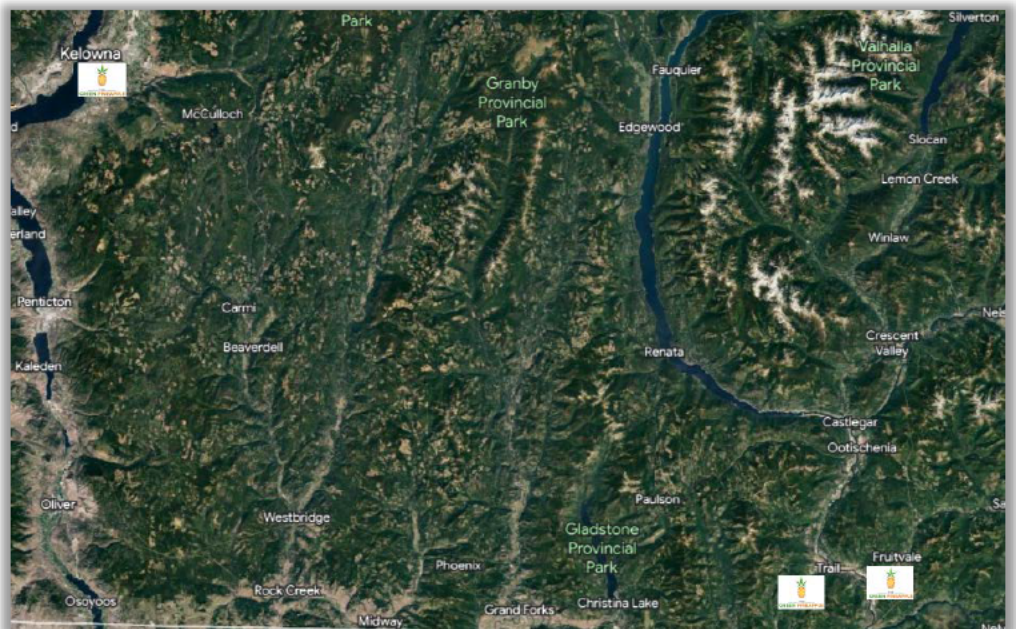
Business Operation

The Business is proposed to be located in Unit 7-4433 Sundial Place (St Andrews House). St Andrews House was built in the mid-1970s and is owned by a local family that grew up in Whistler. Developing a strong relationship with the landlord and other businesses in St Andrews House was key to earning the support and trust of our neighbours, and securing a long-term lease that will assist us in our bid to become one of the first legalized Cannabis Retail Stores in the community. We look forward to integrating our business into this area of the Village, just off the Village Stroll, and close to many of the hotels and central to the lifts of Whistler Blackcomb ski operations.

Past Business Experience

We are a family run company and have previous experience in liquor retail, food and beverage, and business consulting operations since 1998. We decided to enter the cannabis retail market in 2018 when it was first legalized federally. We pride ourselves in having a “super-skill” of attracting and retaining some of the best staff and management within our organization. We have been lucky to attract staff with vast amounts of knowledge relating to cannabis, as well as professionals within the medical field of nursing and pharmacy, who had seen positive results for those using the medical cannabis system prior to 2018. Our staff are key to helping us provide the needed depth in knowledge to grow our brand and provide the best possible service to our customers. We are a team of Pineapples!

We were lucky to be one of the first forty licenses approved by the LCRB, opening our first Green Pineapple on June 25, 2019, in Warfield, British Columbia. Our second store, The Valley Pineapple, opened on August 15, 2020, in Fruitvale, British Columbia, and our third store, The Green Pineapple, opened in June of 2022 on Bernard Street in downtown Kelowna.



Corporate Structure

1068246 BC Ltd (sub company) is a wholly owned subsidiary of 0903141 BC Ltd (parent company). We have initiated the licence location transfer process for The Green Pineapple licence #450040 to move from 870 Schofield Hwy, Warfield to 4433 Sundial Place, Whistler, as part of this TUP application. This licence is currently held in the parent company. While we would typically make a new application for an additional licence in the sub company, it has been our experience that the licence location transfer applications are approved faster than a new application and will allow us to get the store open 6-12 months sooner.

Staff

The small size and design of our retail space will support quick in-and-out service. We expect to have two staff on at any one time, and up to four staff during peak periods. We are not able to identify these peak periods in advance, but we will adjust accordingly as the business moves forward. All staff will be vetted and require a background check prior to hiring. Staff will need to possess a Selling it Right certificate and pass company exams on policy and code of conduct.

For our full time staff, we plan to hire local Whistler residents who live in the community year-round, including from local Indigenous communities. Part time positions will be available for travelling locals and seasonal visitors. All staff will be required to provide a Social Insurance Number and/or work visa information prior to employment.

Please see our 'Community Impact Statement' information above for more about our commitment to staff training and to diversity, equity and inclusion.

Products Sold

In our current operating stores, we carry a very wide range of cannabis products, most of which are available through LCRB distribution, with select products available through direct delivery from Licensed Producers (LP). We pride ourselves in building relationships with our customers in order to better meet their needs and cater to their likes. We have found that product preference varies by location and customer demographic. In our rural stores, we tend to see the focus on CBD products, with the average age of our customers being over 50 years old. Whereas in Kelowna, we see a younger demographic with a focus on recreation use rather than for health purposes. We intend to carry a variety of products including flower, pre-rolls, edibles, beverages, vapes, capsules, creams, etc., in order to best meet all of our client's cannabis needs. We will also stock an assortment of accessories. Ultimately, we want to help all our customers find a product they are happy with, and we will tailor our product inventory once we establish a customer base and have a better idea of what products fit the community.

Please see our 'Community Impact Statement' information above for more about our commitment to offering Indigenous products.

Target Market

Due to the proposed store location, we anticipate most of our customers will be people spending time in and around the Village or those coming off the ski hill, whether it be locals or tourists. We would love to establish a local customer base, to develop a rapport and relationship with those who live in the community, and welcome visitors who also contribute to the growth of Whistler's economy.

Hours of Operations

The LCRB will allow operations from 9am to 11pm, seven days a week. We would like to maintain these hours in the Village to provide our customers with flexibility and ample access to the store.

Education

We believe that education in the cannabis sector is a very important aspect of growing this industry. With cannabis retail sector being so new, we recognize that many customers may have questions or be unsure of what they are looking for in terms of cannabis products, whether that be for recreation or health reasons. We pride ourselves in providing excellent education to our customers, in all the different aspects and benefits that cannabis has. In order to do so, our staff must be well educated themselves. When training staff, we provide them with a thorough orientation to our stores. This includes the successful completion of the required “Selling It Right” certification for education outlining the legal responsibilities of selling non-medical cannabis, and one-on-one in-store training with experienced members of staff and/or management. Additionally, all members of staff are provided with a copy of our company’s detailed Standard of Operation Policy & Procedure manual. We encourage our staff to take accountability in keeping up to date on their product knowledge during their shifts, by completing weekly product notes that are accessible to every member of staff. We also work closely with various suppliers/licenced producer representatives to provide our staff with product knowledge (PK) sessions. We welcome the guidance and wealth of knowledge on their products, as the world of cannabis is ever changing and growing, and there is always something new and exciting to learn.

Nuisance

In our experience, cannabis retail customers are one of the most polite and responsible groups, who are willing to share their knowledge and experience with staff and other customers. However, we do not tolerate offensive, dangerous, or disrespectful behaviour towards our staff or other customers in any way. Unruly customers will be asked to leave the store immediately and the details will be recorded in our Incident Log book for future reference and will be available to the LCRB Inspector or RCMP if required. We also have “panic buttons” in all our stores, that the staff can use should a situation escalate and safety is put at risk. Keeping both staff and customers safe is of high priority, and we will put any necessary measures in place to do so. Cannabis products come in airtight packages and no packages are allowed to be opened in the store. This will ensure that there is no product smell in the store or in neighbouring businesses. The storefront’s existing lighting will provide a well-lit and safe environment for visitors and neighbouring businesses.

Responsible Consumption

We will promote responsible consumption. The entire cannabis community has worked hard to promote this since legalization in 2018. The legal maximum purchase by any one individual is 30 grams. Our POS system has built in protection and will not allow staff to sell more than this to one customer. Our store will have Responsible Consumption posters posted throughout the store as well. We will deny service to any customer who appears intoxicated.

Parking & Access

The proposed location at 4433 Sundial Place is accessible for pedestrians of all abilities. Access and parking options are listed below:

- Public parking under Earls (less than 100 meters away)
- 15-minute municipal spot in front of location
- Paid staff/management parking spot at Carlton lodge
- Handicap parking in front of store
- Multiple bus stop locations in proximity (see pg. 21)
- Bike racks located in front of proposed location
- Multiple parking lots on east side of Blackcomb Way

 **WILSON M. BECK**
INSURANCE SERVICES

RESORT MUNICIPALITY OF WHISTLER

**UNDERTAKING
OF
INSURANCE**


We, the undersigned,
DO HEREBY UNDERTAKE AND AGREE to provide insurance as specified to:

- 0903141 BC Ltd o/a Pineapple Investment Group

Further, the above noted has been insured with our firm and remains claims free since April 8, 2019

DATED at Victoria, British Columbia this 1st day of March, 2023.

WILSON M. BECK INSURANCE SERVICES (VICTORIA) INC.

PER:  _____
AUTHORIZED REPRESENTATIVE

www.wmbeck.com #350 - 4396 West Saanich Road, Victoria, BC V8Z 3E9 (250) 744-1140

Insurance

We are insured across our group with a comprehensive policy from WMB Insurance Services. We carry liability, equipment, and inventory insurance coverage, specific to each location. We have not had an insurance claim since we started in 2019.

Summary

The legal cannabis retail sector is a highly regulated and low margin retail operation. To be successful in this market and to build a business that will last, we need reliable positive-minded people that have a passion for cannabis, and a desire to share their knowledge and experience to provide safe use and responsible consumption. The stigma related to cannabis is starting to dissipate and our hope is to continue to support its healthy integration into society. There is still much to be learned about cannabis, and we look forward to playing a part in the growth of the industry. We believe our community-oriented approach would be a wonderful addition to Whistler and we look forward to sharing our vision with our staff and customers in the future.

Letters of Support



THE CORPORATION OF
THE VILLAGE OF FRUITVALE
In the "HEART OF THE BEAVER VALLEY"

OFFICE OF THE MAYOR

September 28, 2022

Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V8E 0X5

Dear Sirs/Mesdames:

Re: Warren Hamm and The Valley Pineapple Cannabis Business

Warren Hamm and his cannabis business in the Village of Fruitvale, "The Valley Pineapple", have been good corporate citizens since its opening in 2020. There have been no negative comments or complaints related to his business.

Sincerely,

Steve Morissette
Mayor

Post Office Box 370, 1947 Beaver Street
Fruitvale, BC V0G 1L0
Cell: 250-921-5575 Village Office Phone: 250-367-7551 / Fax 250-367-9267
Email: mayor@village.fruitvale.bc.ca General Email: info@village.fruitvale.bc.ca

September 26th, 2022
4-108 Colley St, Trail, BC

Dear Whistler City Council,

It is my pleasure to be able to recommend you allow The Green Pineapple LTD. to open a fourth location in the Whistler village. I have had the pleasure of managing two of their Kootenay based locations for two years, the ownership behind The Green Pineapple is one that goes above and beyond to support young women, and people in the community. Being given the opportunity to manage multiple retail establishments, afforded me the experience to then move on in my career as a Territory Sales Manager.

Through my two years managing these locations, the owners Warren Hamm and his wife Karin Hamm never failed to ensure I had all the support needed to excel in my role. Through out my time here, I was able to understand what I saw to be the mission statement behind this wonderful business, which is to be a community-based establishment with the ability to give growing career opportunities to women, people of minority and especially those that reside in the community.

I know The Green Pineapple would be nothing less than a wonderful addition to your village. I recommend granting approval for The Green Pineapple. This will ensure the creation of jobs in your community. By giving the license to The Green Pineapple rather than another company, you guarantee that jobs will be given to those in your community, as well you can rest easy knowing The Green Pineapple ownership will do everything in their power to collaborate with the local and Indigenous communities.

If there are any further questions or concerns, please reach out to the number or email provided below.

Sincerely,

Sydney Hayes

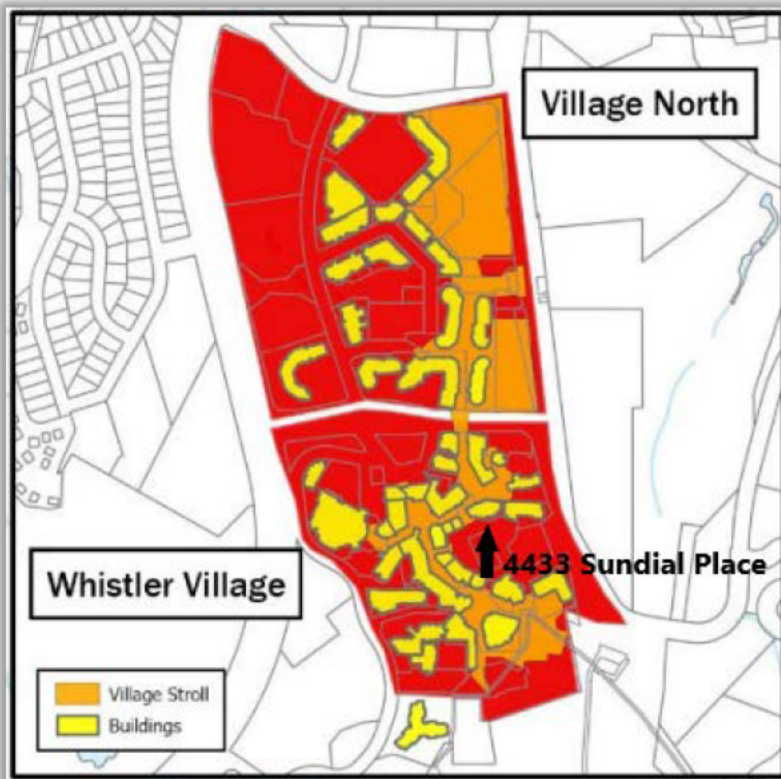
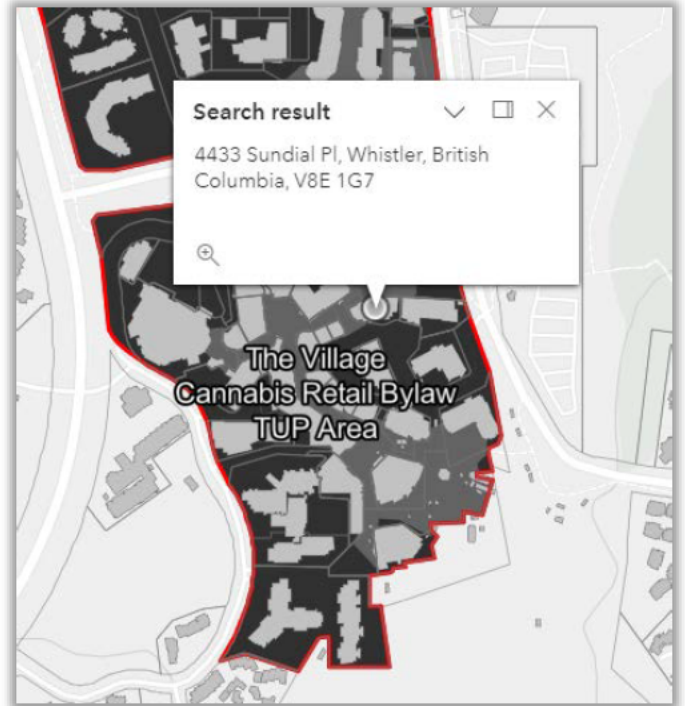
sydneyhayes1999@gmail.com

778-583-6193

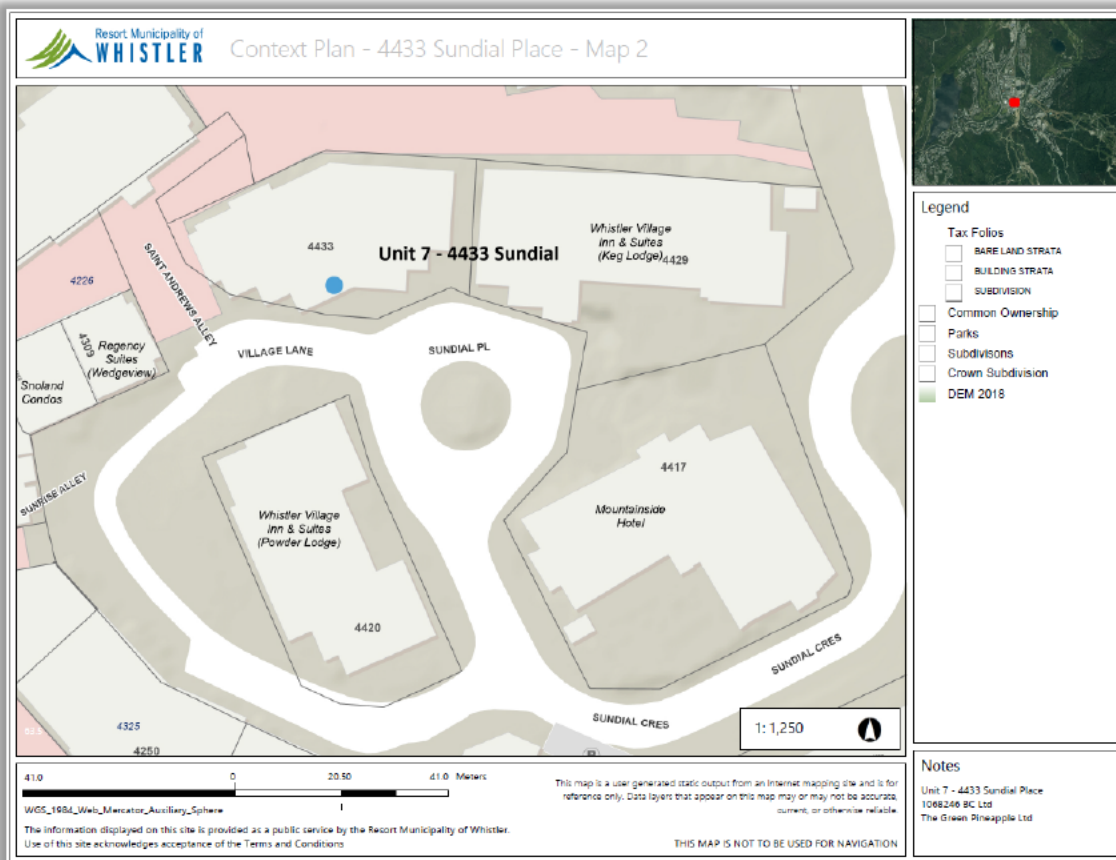
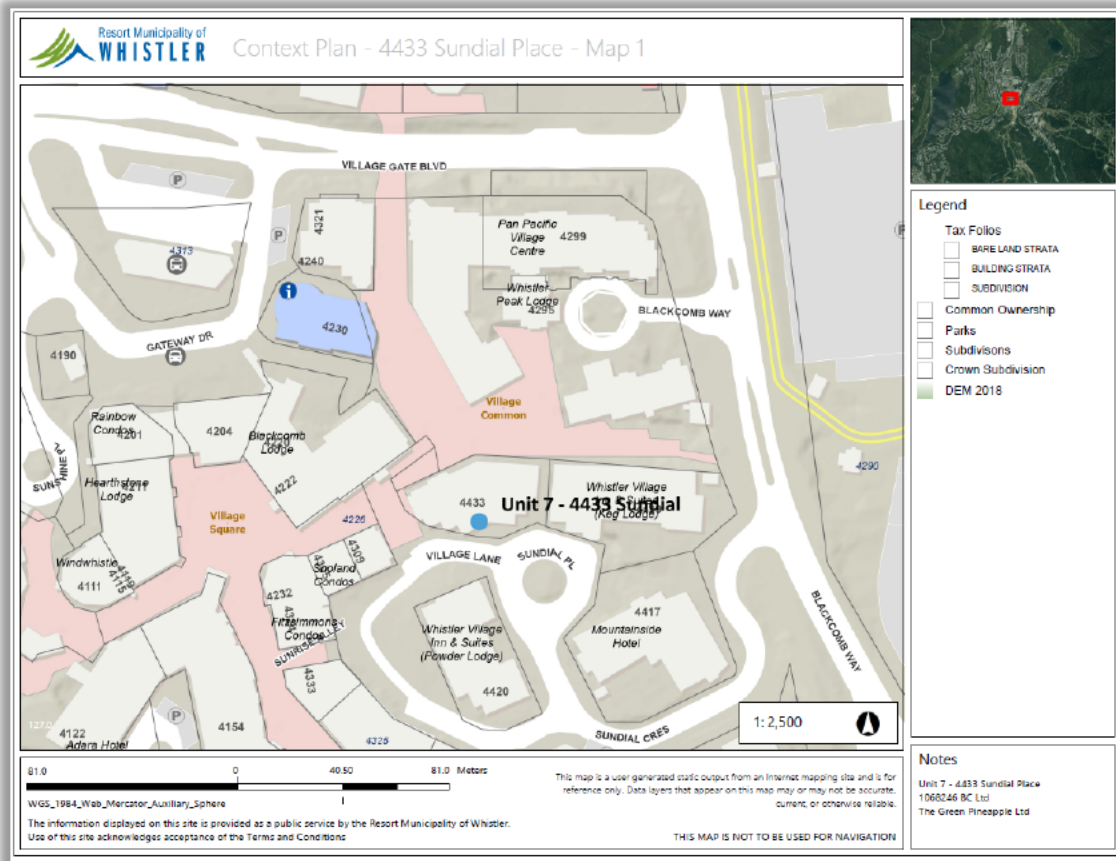
Context Plan

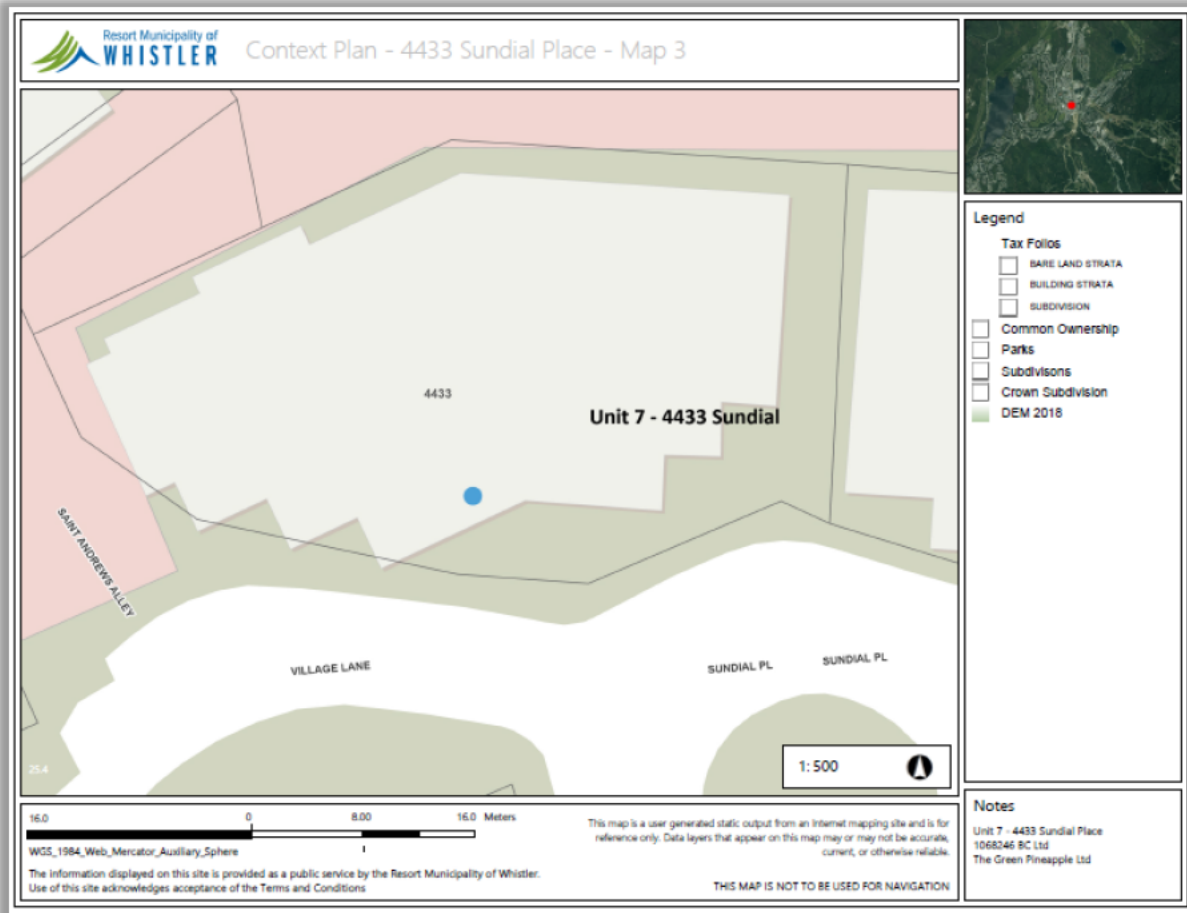
The below aerial maps show the location of the cannabis retail store, and confirm that the proposed location complies with all locational requirements per this policy and Whistler's Zoning and Parking Bylaw. Further photographs show the subject property and adjacent development.

Map image shows that the proposed cannabis retail store location at Unit 7 - 4433 Sundial Place is within The Village Cannabis Retail Bylaw TUP Area.



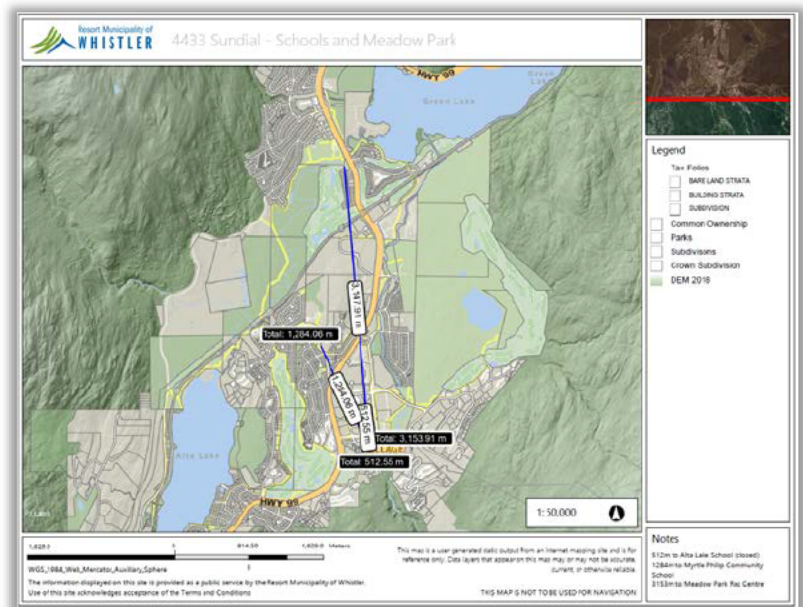
Map image shows that the proposed cannabis retail store location at Unit 7 -4433 Sundial Place does not have frontage on the Village Stroll as shown in Schedule 1.



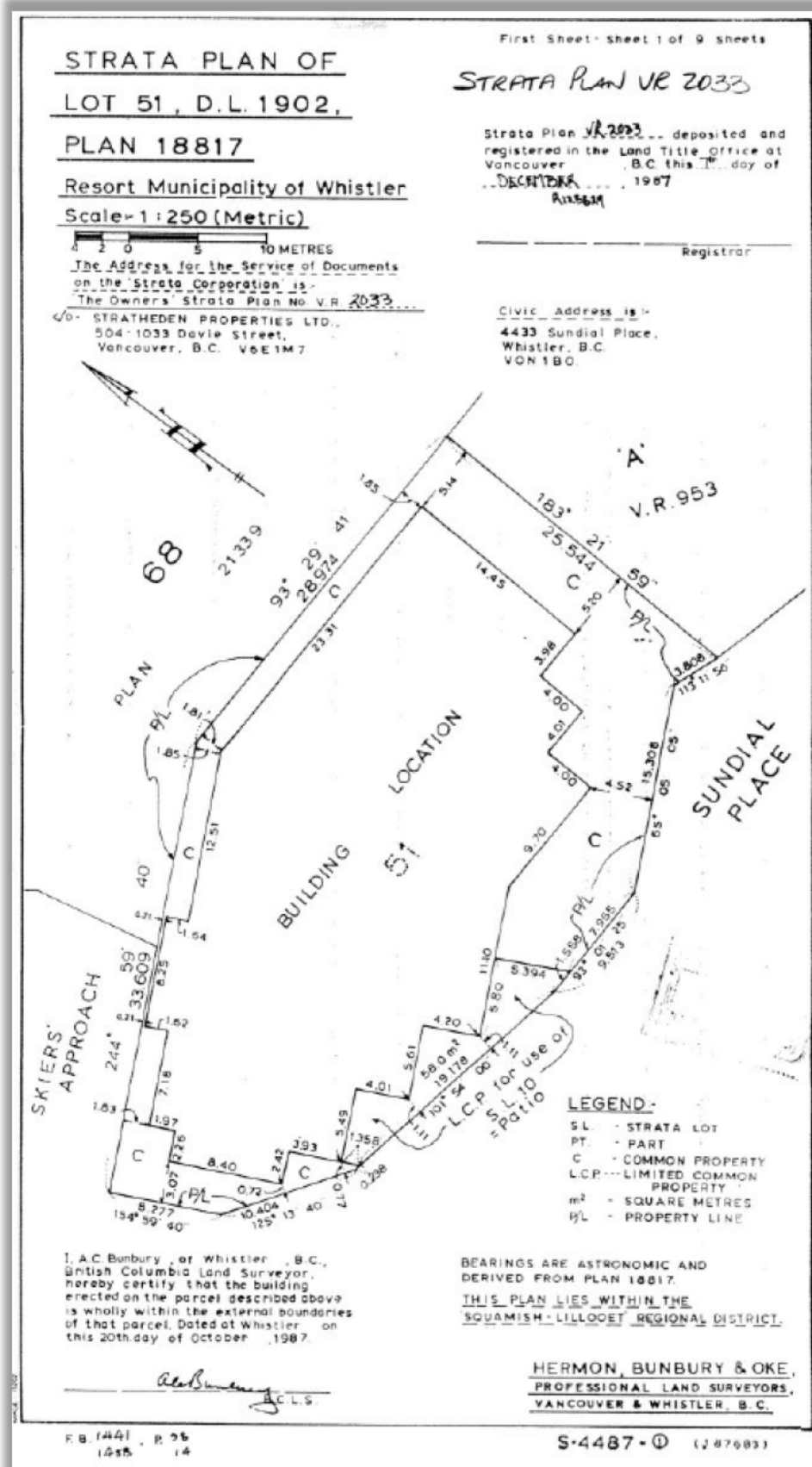


Distances from 4433 Sundial Place

- Myrtle Philip Community School 1.57KM
- Meadow Park Recreation Center 3.30KM
- Whistler Secondary School 4.05KM
- Spring Creek Community School 5.67KM



4433 Sundial Place – Site Plan



Second Sheet - Sheet 2 of 9 Sheets
STRATA PLAN V.R. 2033

CONDOMINIUM ACT.

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		Schedule of Unit Entitlement	Schedule of Interest Upon Destruction	Schedule of Voting Rights
1	3	21	31	1
2	3, 4, 6, 7	122	117	6
3	3, 4, 7	93	97	5
4	3, 4, 7	62	64	3
5	3, 7	43	64	2
6	3, 6, 7	49	72	2
7	3	27	38	1
8	3	32	45	2
9	3, 6	30	42	1
10	4, 6, 7	194	161	10
11	4, 6, 7	128	100	6
12	5, 6, 7	107	90	5
13	5, 6, 7	92	79	5
AGGREGATE		1000	1000	49

Accepted as to Forms 1, 2 and 3
on the 4th day of December, 1987

Murray H. Levin
for Superintendent of Real Estate

STATUTORY DECLARATION:

- I/WE, the undersigned, do solemnly declare that:-
1. I/WE (em/force) the Owner-Developer, or the duly authorized Agent of the Owner-Developer
 2. The Strata Plan is entirely for Commercial and Residential use.
 3. I/WE make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under Oath

[Signature]
Declared before me at Vancouver in the Province of British Columbia, this 26th day of October, A.D. 1987

[Signature]
A Notary Public in and for the Province of British Columbia

CERTIFICATE UNDER SECTION 8(1)

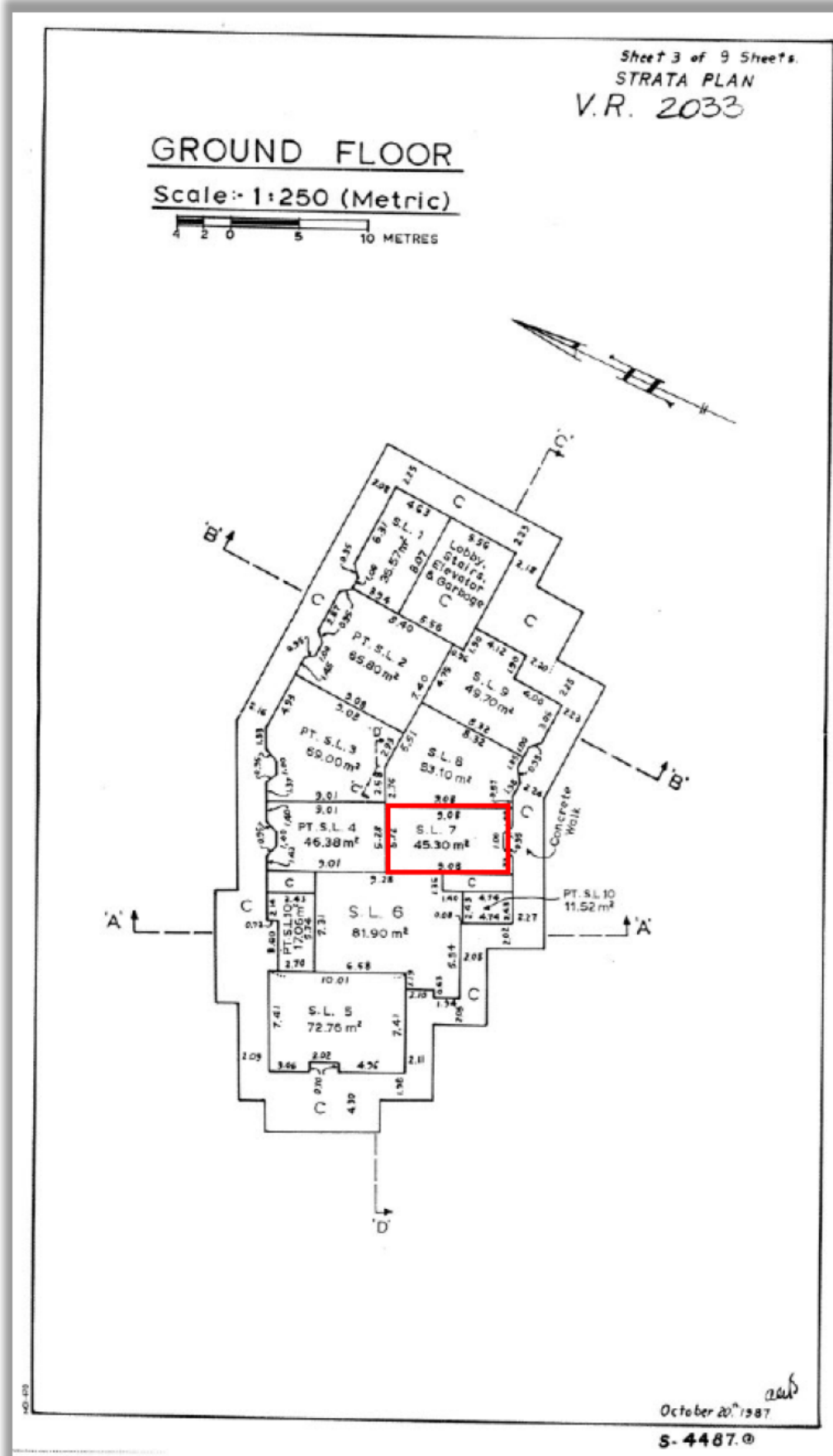
I, A.C. Bunbury, British Columbia Land Surveyor, hereby certify that the building shown in this Strata Plan has not, as of the 20th day of October, 1987, been previously occupied.
Dated at Whistler, British Columbia, this 20th day of October, 1987.

[Signature] A.C.S.

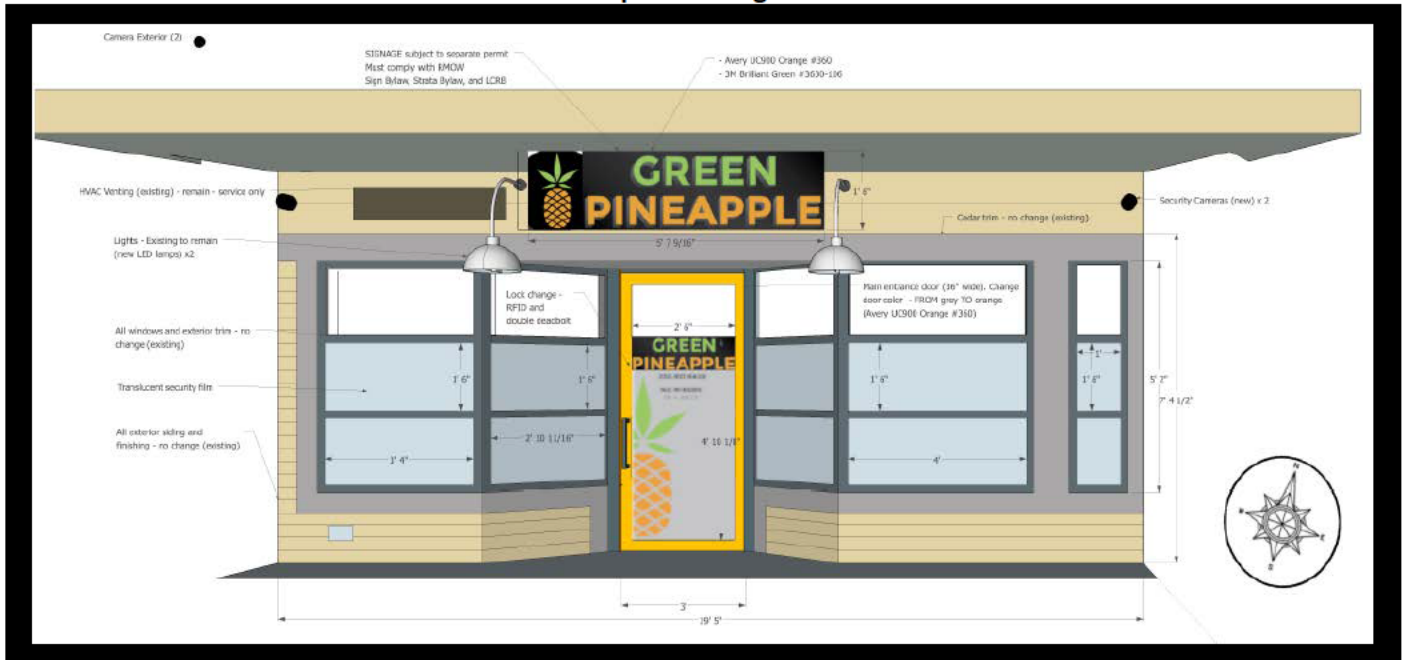
Mortgagees	Owner - Developer
Olympic Holdings Ltd. And C.P. Holdings Ltd.	STRATHEDEN PROPERTIES LTD.
<i>[Signature]</i> Authorized Signatory	<i>[Signature]</i> Authorized Signatory
<i>[Signature]</i> Authorized Signatory	
Vancouver City Savings Credit Union <i>[Signature]</i> Authorized Signatory	

October 20th 1987.

S. 4487.®



Proposed Design



Existing Location



South View



Southeast View



Building (Strata) Entrance Southeast View



Strata Common Garbage & Recycling (East View)



Main Entrance St. Andrews House (Southeast View)



Sundial Place Access

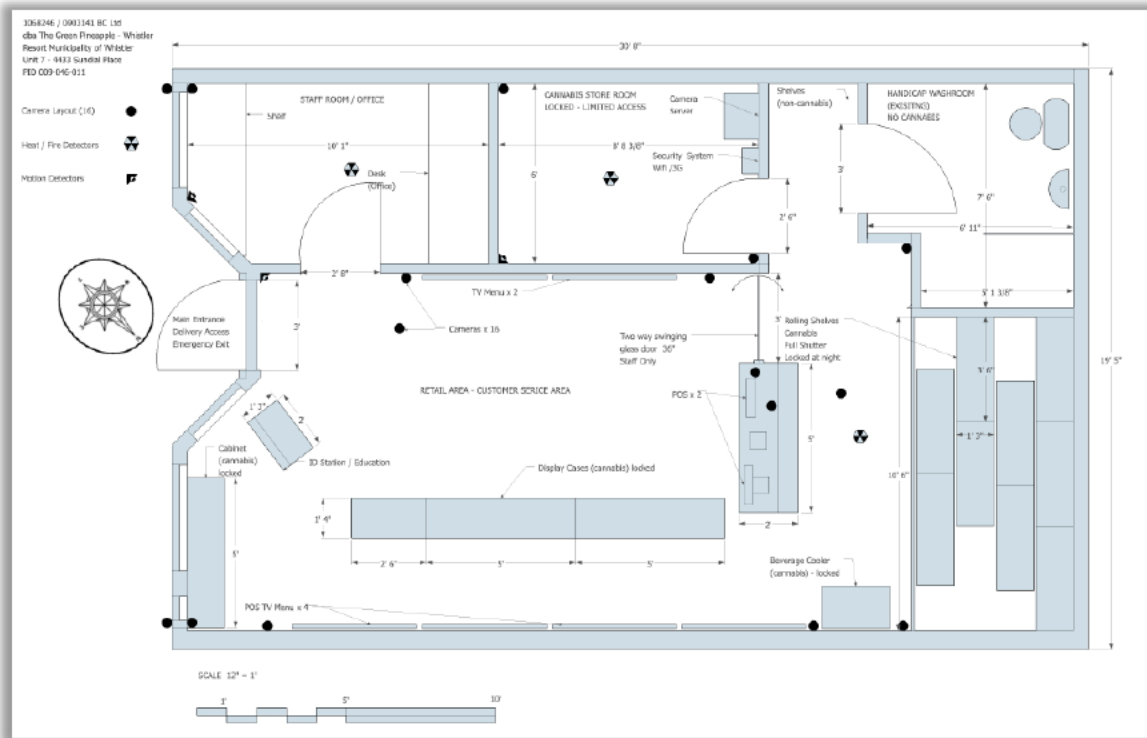


Whistler Inn & Suites Powder Lodge (South of 4433 Sundial)

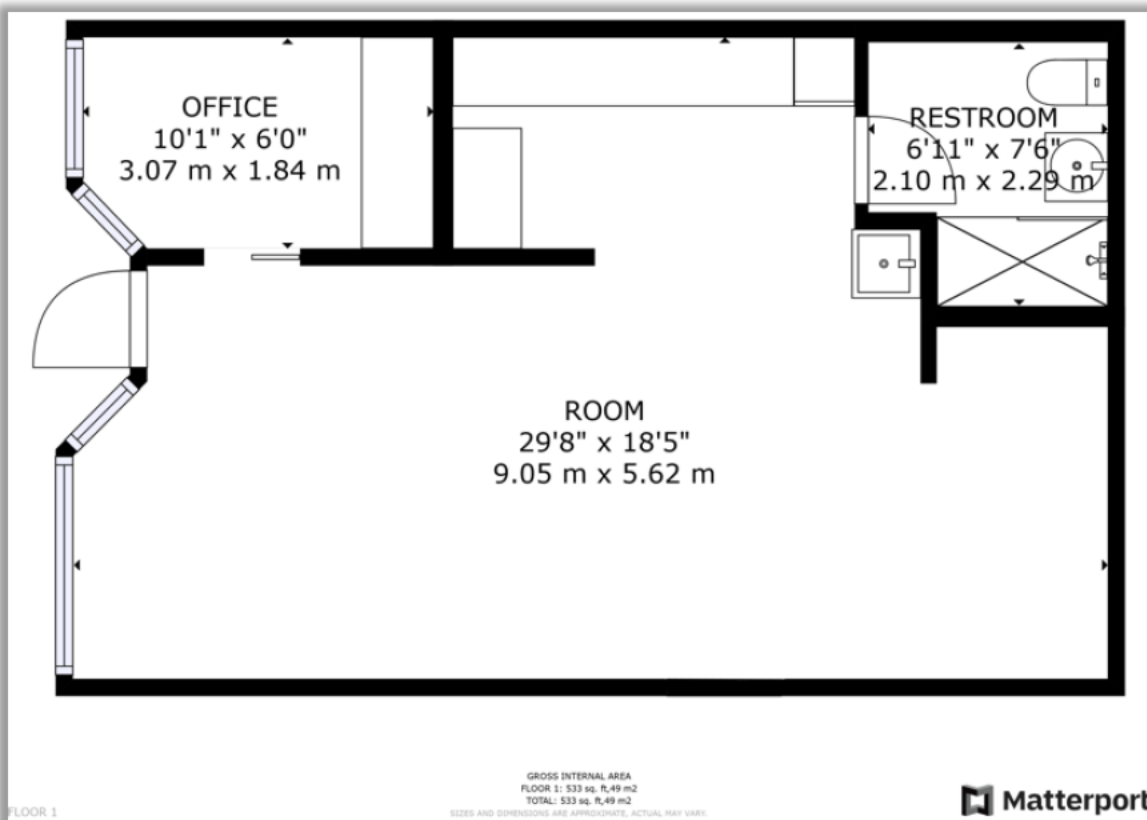


Design Proposal

Proposed Floor Layout



Existing Floor Layout



Security and Monitoring

As this application could be made publicly available, we will keep finer details of our security system and its operations private. However, the security system will exceed the minimal requirements of LCRB regulations. The Approved Floorplan will include many of the following components:

- High-definition security camera system (16 cameras) - 24-hour, 365 day coverage
- Panic buttons – fixed and mobile
- All storage areas have timed locks – restricted access after operating hours
- Promote non-cash transaction (limit cash on premise)
- Security film – translucent on lower windows and entrance door
- Tracking devices on certain products and equipment – GPS reporting
- RFID and digital locks / deadbolts on main door
- No access from any other part of the building (neighbouring units)
- Remote monitoring / and motion alarms
- Incident log in accordance with LCRB regulations
- Staff trained in accordance with our Standard Operating Procedures and Safety Policy

Odour Control

Our operating experience at other locations has shown virtually no odour is present in the store front or neighbouring locations. The reasons for this are as follows:

- No shared ventilation between other units in the building
- All products are packaged and fully sealed
- Packages are not allowed to be opened in store
- Occasional smell from products returned by customer if container has been opened
- Recycling bin (used containers) can have limited odour, customers are asked to wash out containers before returning

Construction – Proposed Changes to Premises (Unit 7)

Interior

- No structural changes to existing space
- Remove existing door between Unit 7 and Unit 8 (this door previously provided access to unit 7 from unit 8)
 - Non-structural – frame and fill door space
- Frame non-structural walls to form cannabis storage room – install door / locks
- Remove hand sink in main customer area – cap lines and drain
- Relocate electrical conduits and install new lighting – electrical permit required
- Relocate / install network wiring (Cat6e) for security and POS systems
- Paint walls and ceiling
- Install shelves, cabinetry, POS system, security cameras, and server
- Handicap washroom to remain – no changes
- HVAC system to be inspected, filters changed and operational tested

Exterior

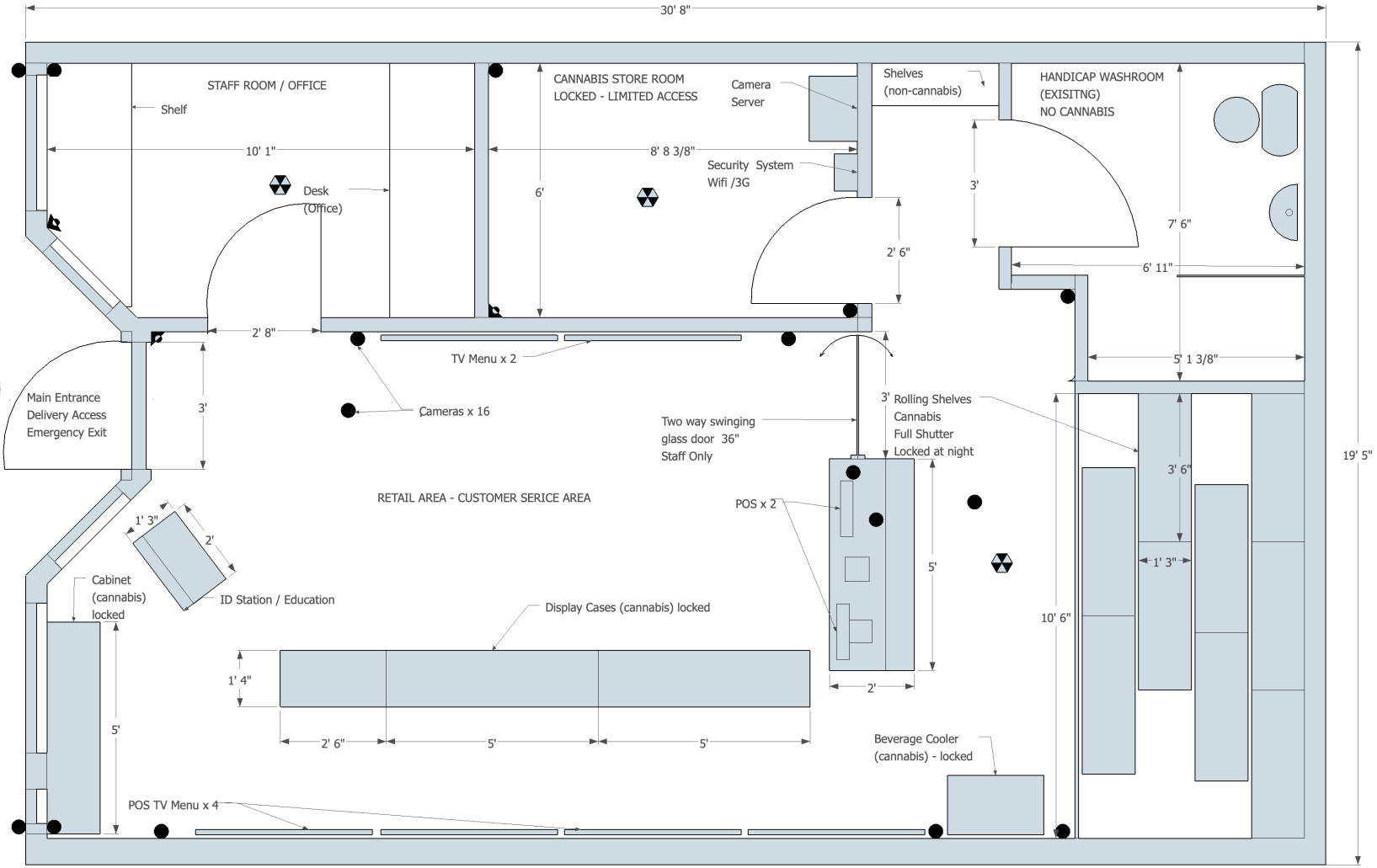
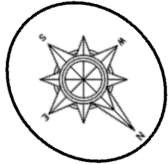
- Paint / wrap entrance door frame - U900 Orange #360
- Install translucent film on windows for security and limit view into store
 - We will work within the Village design guidelines and the LCRB regulations to create an authentic and family-friendly design that represents the character of Whistler
- Install new hanging sign in accordance with RMOW Sign bylaw No.558, 1987 – requires permit – strata approval – LCRB approval
- Install signage on main entrance door in accordance with Sign Bylaw No.558, 1987 – requires permit – strata approval – LCRB approval
- Install new locks and RFID access
- Change lighting elements to LED



(Interior Logo)

1068246 / 0903141 BC Ltd
 dba The Green Pineapple - Whistler
 Resort Municipality of Whistler
 Unit 7 - 4433 Sundial Place
 PID 009-046-011

- Camera Layout (16) ●
- Heat / Fire Detectors ☸
- Motion Detectors ☐



SCALE 12" = 1'

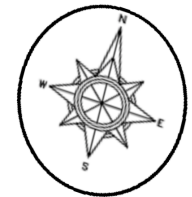


1068246 / 0903141 BC Ltd
 dba The Green Pineapple - Whistler
 Resort Municipality of Whistler
 Unit 7 - 4433 Sundial Place
 PID 009-046-011

Camera Exterior (2) ●

SIGNAGE subject to separate permit
 Must comply with RMOW
 Sign Bylaw, Strata Bylaw, and LCRB

- Avery UC900 Orange #360
 - 3M Brilliant Green #3630-106



SCALE 12" = 1'

