



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 00112

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: 321-2063 Lake Placid Rd, Whistler, BC V8E 0B6

Legal Description P.I.D. 025-991-841
(On Land Title Certificate)

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

- Creekside Function Junction Nesters Plaza
 The Village Village North

Property Zoning: CC3 LP3

Business Information:

Legal Name: 1392484 B.C. LTD.

Doing Business As: Creekside Cannabis

Mailing Address: 102 - 4369 Main Street Suite 906, Whistler, BC V8E 1B7

Provincial Application Reference Number: Job Number 072315

Name of Applicant/Agent: Tyler Mosher

Name of Registered Property Owner: US Canadian Property Alpha Whistler Nominee Corp.

Mailing Address: c/o Pacific Quorum Properties Inc, PO Box 1519 STN Main, Attn: Emma Sa

City: Squamish Province: BC Postal Code: V8B 0B1


Phone: 778-770-0381 Cell: 604-849-1950 Email: eseguss@pacificquorum.com

AUTHORIZATIONS

I, US Canadian Property Alpha Whistler Nominee Corp. / G. Raymond Zage III authorize Tyler Mosher
(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

371-2002 KARLS ROAD, WHISTLER BC V8E 0B6



8 March 2023

Signature(s) of registered property owner(s)

Date

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




8 March 2023

Signature of property owner

Date

DECLARATION

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



8 March 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 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: 321-2063 Lake Placid rd., Whistler BC V8E 0B6

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. <p>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</p>
<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
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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.

TYLER MOSHER

Full name of applicant or agent (Print)

[Redacted Signature]

Signature of applicant or agent

March 8 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

321-2063 LAKE PLACID RD. WHISTLER BC V8E 0X5

PROPERTY CIVIC ADDRESS

STRATA CORPORATION NO. LMS 4421

The undersigned, on behalf of Strata Corporation No. LMS4421 (the "Strata Corporation"), in consenting to the application (the "Application") of _____, the owner of Strata Lot No. 23 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. LMS4421, 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:

Pacific Quorum Properties Inc.

STRATA MANAGEMENT COMPANY NAME* (PLEASE PRINT)
 Emma Seguss



STRATA MANAGER NAME* (PLEASE PRINT)

STRATA MANAGER SIGNATURE

SIGNED THIS 9 DAY OF March 2023

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

TITLE SEARCH PRINT

2023-03-06, 14:43:09

File Reference:

Requestor: Tyrol Russell

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

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District VANCOUVER
Land Title Office VANCOUVER

Title Number CA5613254
From Title Number BW554442

Application Received 2016-10-31

Application Entered 2016-11-29

Registered Owner in Fee Simple
Registered Owner/Mailing Address: US CANADIAN PROPERTY ALPHA WHISTLER NOMINEE CORP.,
 INC.NO. 708175
 329 - 2055 LAKE PLACID ROAD
 WHISTLER, BC
 V0N 1B2

Taxation Authority Whistler, Resort Municipality of

Description of Land
Parcel Identifier: 025-991-841
Legal Description:
 STRATA LOT 23 DISTRICT LOTS 4749 AND 5316 GROUP 1 NEW WESTMINSTER
 DISTRICT STRATA PLAN LMS4421
 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT
 ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

Legal Notations
 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL
 ACT, SEE BN275032

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL
 ACT, SEE BP101242

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE MUNICIPAL
 ACT, SEE BP101271

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
 GOVERNMENT ACT, SEE BP270355

TITLE SEARCH PRINT

2023-03-06, 14:43:09

File Reference:

Requestor: Tyrol Russell

HERETO IS ANNEXED EASEMENT BR113500 OVER THE COMMON PROPERTY STRATA PLAN LMS4421

HERETO IS ANNEXED EASEMENT BR113504 OVER STRATA LOT 1 STRATA PLAN LMS4421

HERETO IS ANNEXED EASEMENT BW212359 OVER (PLAN BCP11189) PARCEL 1 EXCEPT FIRSTLY: PHASE ONE STRATA PLAN LMS4421, SECONDLY: PHASE TWO STRATA PLAN LMS4421, DISTRICT LOTS 4749 AND 5316 PLAN LMP48648

HERETO IS ANNEXED EASEMENT BW479374 OVER (PLAN BCP13949) THE COMMON PROPERTY OF STRATA PLAN LMS4421

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE BW554449 FILED 2004-12-07

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE BW554450 FILED 2004-12-07

HERETO IS ANNEXED EASEMENT BW554451 OVER THE COMMON PROPERTY STRATA PLAN LMS4421

THIS LAND MAY BE SUBJECT TO SECTIONS 14 TO 22 OF THE RESORT MUNICIPALITY OF WHISTLER ACT AND THE BYLAWS OF THE WHISTLER RESORT ASSOCIATION FILED UNDER THE SOCIETIES ACT, SEE DF G87899

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE DF GB113654

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT - SEE DF BH212691 - EXPIRES: N/A

THIS LAND MAY BE SUBJECT TO SECTIONS 14 AND 22 OF THE RESORT MUNICIPALITY OF WHISTLER ACT AND THE BYLAWS OF THE WHISTLER RESORT ASSOCIATION FILED UNDER THE SOCIETIES ACT, SEE DF J76987 AND DF J78727

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT (SEE DF GC46758)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL ACT, SEE D.F. BF205082 (EXPIRES: N/A)

TITLE SEARCH PRINT

2023-03-06, 14:43:09
Requestor: Tyrol Russell

File Reference:

Charges, Liens and Interests

Nature: COVENANT
Registration Number: BP224514
Registration Date and Time: 2000-09-20 12:44
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
AS TO AN UNDIVIDED 1/2 INTEREST
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
AS TO AN UNDIVIDED 1/2 INTEREST
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: BP224528
Registration Date and Time: 2000-09-20 12:47
Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
AS TO AN UNDIVIDED 1/2 INTEREST
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
AS TO AN UNDIVIDED 1/2 INTEREST
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BP224530
Registration Date and Time: 2000-09-20 12:48
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: BP224531
Registration Date and Time: 2000-09-20 12:48
Remarks: INTER ALIA
APPURTENANT TO LOT 5 PLAN LMP47410

Nature: COVENANT
Registration Number: BP224537
Registration Date and Time: 2000-09-20 12:49
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BP224543
Registration Date and Time: 2000-09-20 12:50
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA
EXTENDED BY BV137219

TITLE SEARCH PRINT

2023-03-06, 14:43:09
Requestor: Tyrol Russell

File Reference:

Nature: COVENANT
Registration Number: BP224545
Registration Date and Time: 2000-09-20 12:50
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA
EXTENDED BY BV137220

Nature: COVENANT
Registration Number: BR50505
Registration Date and Time: 2001-03-02 09:07
Registered Owner: WB LAND INC.
INCORPORATION NO. 893584
Transfer Number: CA1796856
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: BR50507
Registration Date and Time: 2001-03-02 09:08
Registered Owner: WB LAND INC.
INCORPORATION NO. 893584
Transfer Number: CA1796857
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: BR113502
Registration Date and Time: 2001-05-15 11:42
Remarks: INTER ALIA
APPURTENANT TO STRATA LOTS 1 TO 5 AND
THE COMMON PROPERTY STRATA PLAN LMS4421

Nature: EASEMENT
Registration Number: BR113503
Registration Date and Time: 2001-05-15 11:42
Remarks: INTER ALIA
APPURTENANT TO STRATA LOT 1
STRATA PLAN LMS4421

Nature: COVENANT
Registration Number: BW212327
Registration Date and Time: 2004-05-19 12:33
Registered Owner: RESORT MUNICIPALITY OF WHISTLER
Remarks: INTER ALIA
MODIFIED BY BW488314

TITLE SEARCH PRINT

2023-03-06, 14:43:09

File Reference:

Requestor: Tyrol Russell

Nature: RESTRICTIVE COVENANT
Registration Number: BW479372
Registration Date and Time: 2004-10-18 11:58
Remarks: INTER ALIA
APPURTENANT TO STRATA LOT 19 DISTRICT LOTS 4749
AND 5316 STRATA PLAN LMS4421

Nature: COVENANT
Registration Number: BW488314
Registration Date and Time: 2004-10-22 15:03
Remarks: INTER ALIA
MODIFICATION OF BW212327

Nature: RESTRICTIVE COVENANT
Registration Number: BW554420
Registration Date and Time: 2004-12-07 14:38
Remarks: INTER ALIA
APPURTENANT TO LOT 5 EXCEPT PT SUB'D BY
PLAN BCP1351, PLAN LMP47410
MODIFIED BY BB877650

Nature: RESTRICTIVE COVENANT
Registration Number: BW554421
Registration Date and Time: 2004-12-07 14:38
Remarks: INTER ALIA
APPURTENANT TO LOT 5 EXCEPT PART
SUB'D BY PLAN BCP1351, PLAN LMP47410

Nature: LEASE
Registration Number: BW554422
Registration Date and Time: 2004-12-07 14:39
Registered Owner: WHISTLER TENANT CORP.
INCORPORATION NO. A0100304
CA5612251
Transfer Number: CA5612251
Remarks: INTER ALIA

Nature: MODIFICATION
Registration Number: BB877650
Registration Date and Time: 2008-07-09 14:56
Remarks: INTER ALIA
MODIFICATION OF BW554420

Nature: MORTGAGE
Registration Number: CA9348921
Registration Date and Time: 2021-09-10 10:19
Registered Owner: ROYAL BANK OF CANADA
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-03-06, 14:43:09
Requestor: Tyrol Russell

File Reference:

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9348922
Registration Date and Time: 2021-09-10 10:19
Registered Owner: ROYAL BANK OF CANADA
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA9348923
Registration Date and Time: 2021-09-10 10:19
Registered Owner: ROYAL BANK OF CANADA
Remarks: INTER ALIA
OF BW554422

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

[\(http://www2.gov.bc.ca/\)](http://www2.gov.bc.ca/)

Liquor and Cannabis Licensing

Gary Karbar
1392484 B.C. LTD. [Print Page](#)

Payment Approved

Card Type	American Express
Date/Time	3/12/2023 6:43:08 PM
Invoice Number	INV-168206-S8H6W5
Transaction ID	10010109
Authorization	241402
Amount	\$7,500.00
Application Type	Cannabis Retail Store

Applications cannot be processed until all required documentation is received. A list of applicable associates can be found on the application dashboard.

The applicant may be notified by the Liquor and Cannabis Regulation Branch if any information is missing, or if more information is required. If the applicant wishes to make any changes to the application, please contact the LCRB at LCRBCannabis@gov.bc.ca (<mailto:icrbcannabis@gov.bc.ca>).

Applicants must provide associates with:

- The name of the applicant
- The job number (available on the dashboard, under "In Progress Applications")
- The address of the proposed cannabis retail store (if applicable)
- A link to the [Associate Forms](https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing/cannabis-regulation/associate-forms) (<https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing/cannabis-regulation/associate-forms>) page, which contains the instructions and required forms for associates.

Please save this receipt for your records.

[← Return to Dashboard \(/icrb/dashboard\)](/icrb/dashboard)

**CANNABIS RETAIL - TUP
BUSINESS PLAN AND STATEMENTS
1392484 BC LTD. DBA
CREEKSIDE CANNABIS**

CREEKSIDE

CANNABIS

LAND ACKNOWLEDGEMENT

As local residents and business people, we respectfully acknowledge that the Resort Municipality of Whistler is located on the shared, unceded territory of the Lílwat7úl, and the Sḱwxwú7mesh.

We acknowledge that the business being proposed for development in this business plan is located on these shared lands and that we will be an ambassador to the Lílwat7úl and Sḱwxwú7mesh Nations and work toward reconciliation in many forms of action that is not limited to economic development opportunities.

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EXECUTIVE SUMMARY

1392484 BC Ltd. dba Creekside Cannabis

1392484 BC Ltd dba Creekside Cannabis is owned and operated by Tyler Mosher BDEP PLY MBA, a Whistler resident, 2010 and 2014 Paralympian and local business owner for over 25 years.

The proposed business is located at #321-2063 Lake Placid Rd., Whistler BC.

Creekside Cannabis store is intended to promote wellbeing through the use of products containing cannabinoids ranging from non-psychoactive products that include CBN, CBD, CBG that are used for daily wellbeing to recreational use of THC.

The interior of the store is going to be a spa-like apothecary style store modelled after brands like Aesop and Saje. The intention is to give a pleasant shopping experience for all people, including the canna-curious focused on wellbeing.

The exterior of our location is in a high traffic shopping zone of Franz's Trail. The intention is to make the exterior and interior fit into the new "vibe" of this area of Whistler Creekside. Through careful interior design, we intend to minimize window coverings while maintain the provincial and municipal regulations and by-laws.

Signage will reflect the wellness theme while also conforming to the municipal by-laws and the strata.

Creekside Cannabis is a responsible employer and will provide staff accommodation opportunities to its staff along with the season passes if the employee chooses as part of their employment agreement along with medical benefits. We realize that all staff are ambassadors of the "Whistler Lifestyle" and should enjoy what the resort has to offer. This creates a long lasting and engaged community. As such our living wages will range from \$22-\$40/hour.

As a cannabis retailer, we intend to join the Whistler Chamber of Commerce for a variety of reasons that are not limited to a "spirit pass" for our employees, but to share our knowledge of our new and emerging industry while also contributing to the business community in Whistler and the community at large. Creekside Cannabis knows it has the responsibility to be an advocate of responsible use of the products it legally sells, while also contributing to the community at large in a way that promotes healthy living. This includes being a good neighbour and dealing with nuisances in a collaborative way.

One aspect of responsible operation is educating the youth of the dangers involved with consumption and over-consumption of alcohol and cannabis, especially in men aged 19-25. We intend to contribute to the Whistler Community Services Society for Mental and Emotional Health initiatives.

Creekside Cannabis will work to address RMOW climate action and zero-waste initiatives through packaging and recycling of cartridges in-store, and where possible, participate in community initiatives as a team.

It is no secret that Cannabis consumption in Whistler is high, and until the new stores are built and open to the age of the majority public, the cannabis consumption is largely from drugs provided through organized crime. Creekside cannabis will assure that there are products available that appeal to all of Whistler's guests and residents at a price point that will out compete those found in the black market. We believe in fighting crime and making Whistler a safer place for everybody.

Creekside Cannabis, not only acknowledges it operates and is located in the shared, unceded territory of the Liíwat7úl and the Skwxwú7mesh Nations, but is working toward contributing to the economic development opportunities within both Nations and provide meaningful steps toward reconciliation.

In an effort for meaningful reconciliation, Creekside Cannabis, should the Skwxwú7mesh and Liíwat7úl Nations accept, intends to assign and donate up to 2 % of gross revenue to the Squamish Liíwat Cultural Centre (SLCC) to be distributed to the Nations or used as the SLCC and the Nations see fit for sustainable cultural and economic development and related programs and initiatives.

INDUSTRY EXPERIENCE | CREEKSIDE CANNABIS

After 22 years of operating a successful landscape design and installation business in Whistler, that he sold in 2018, Tyler Mosher completed an MBA and focused on the emerging hemp derived CBD market that falls with the regulations that govern cannabis.

Since 2018, Tyler has been a leader in Canada with respect to cannabis and health and wellness. As a person living with constant pain and issues from a spinal cord injury, Tyler has looked to alternative medicines that lead him to cannabis. When the World Anti-Doping Agency (WADA) took CBD off the banned substance list, it was obvious that the world was seeing past prohibition for prohibition's sake and cannabis was being accepted, once again, worldwide.

Tyler is invested in a variety of cannabis wellness brands, licensed processors and is part owner of a GMP certified terpene formulation and supply company and co-founder of the CBD wellness brand Kinloch Wellness. He was a board member for two terms at the Canadian Hemp Trade Alliance and successfully brought two feminized CBD hemp genetics to market in Canada that are fully compliant and one of the few CBD cultivars legal to buy and grow in today's competitive market.

Creekside Cannabis is a new venture. We are not a chain of stores, but we have lined up the right team of professionals for back of house to work with the BCLDB and our point of sales system. We have brought on one of Canada's most esteemed team for cannabis retail, an all-woman company Vetrina Group, who Tyler has worked closely with for two years as his brand hits retail and medical shelves across Canada.

Creekside Cannabis is a local company, run by local people for local people and guests alike.

The site we are leasing is part of a concerted effort for a look and feel in Creekside on Franz's Trail. We have assured our landlord that we will adhere to the overall vision she has worked toward with the RMOW and other stakeholders for Franz's Trail.

We have run businesses in Whistler since 1996 and understand the issues we will likely face with staffing and other supply logistics from time to time. We have engaged an experienced management team to set up our systems and implement our inventory and point of sale systems.

When looking at the “spa-like” design and lay out of what we are offering, it should be obvious that we have thought this out well and are doing our best to maintain a different experience to what people would typically expect from a cannabis store. There is never a smell or odor. This “spa-like” shopping concept should go over well, be free flowing, even if the customer is in ski boots, and be a positive to the area and its neighbours.

As a Whistler and Sea to Sky Resident, we have the business experience and connections to understand who our neighbouring businesses are and their owners and managers. We realize there will be many questions and concerns that we are able to answer personally, with assurance.

Tyler has worked with a variety of First Nation Communities throughout Canada and in the Squamish Lillooet Regional District (SLRD). We expect to continue to work with individuals as employees, partners and businesses associates from First Nation communities.

Creekside Cannabis has the right team and ownership in place to provide the experience needed to run a professional Cannabis store in Whistler.

CORPORATE STRUCTURE | CREEKSIDE CANNABIS

1392484 BC Ltd. dba Creekside Cannabis is a corporation in British Columbia that meets and or exceeds the requirements to operate and dispense cannabis in a retail environment.

MISSION

Provide safe cannabis products to Whistler for both recreation and wellbeing.

VISION

Enable a shopping experience that is inclusive, educational, and adds to the fabric of the Whistler resort experience.

VALUES

Honesty

We accept people for who they are and realize we should all enjoy life on our terms as individuals and as a company.

Wellness

We believe everyone should live well and be healthy first.

Fun

Be happy and enjoy life in the mountains and lakes. Crush It!

HOURS OF OPERATION:

- Sunday** - 9am to 11pm
- Monday** - 9am to 11pm
- Tuesday** - 9am to 11pm
- Wednesday** - 9am to 11pm
- Thursday** - 9am to 11pm
- Friday** - 9am to 11pm
- Saturday** - 9am to 11pm

CONSUMER PACKAGED GOODS:

Creekside Cannabis is committed to consistently engaging with our local community of consumers, business neighbours and residents to ensure our product curation balances resort and community needs to ensure social well-being, environmental sustainability, compliance, and affordability.

Cannabis Products:

- **Edibles & Capsules**
- Extracts & Concentrates
- **Infused Beverages**
- Pre-Rolls
- **Topicals & Salves**
- Dried Flower

Cannabis Accessories:

- **Rolling papers**
- Cannabis Pipes and Equipment
- **Aromatherapy products**
- Books

Shopping bags:

- Creekside Cannabis will offer paper and re-usable bags for product sales.
- **Sourced Paper bags are certified by Forest Stewardship Council® (FSC®).**

HUMAN RESOURCES AND TRAINING | CREEKSIDE CANNABIS

- Creekside Cannabis is aware it is in a highly sensitive industry that has many stringent regulations that it must review and discuss on a weekly and or monthly basis.
- **Creekside Cannabis will provide training and implement a Diversity and Inclusion plan to hold true to its Values as a business.**
- All staff are required to take and successfully complete BC Selling It Right Certification program that is valid for a two-year period.
- **Key staff are required to complete first aid training.**
- Management and Staff will work with Whistler Community Service Society (WCSS) to host seminars on harm reduction and workplace wellness.
- **Cannabis safety training and response to human and canine adverse reactions.**
- Staff are encouraged to participate in programs offered by the Whistler Chamber of Commerce (WCC).
- **Staff and management are trained to be good neighbours and deal with nuisance in a collaborative way.**
- If necessary, Creekside Cannabis will hire security to provide additional safety for its employees, customers and neighbours.
- **Weekly meetings to discuss and conduct product knowledge seminars.**
- Weekly executive meetings with management to discuss business operations and HR.
- **Weekly meeting to discuss and review any relevant local community and or RMOW bylaw updates and or Provincial and Federal legislation.**
- Quarterly meetings with reporting with the SLCC and or the Liíwat7úl and Sḵwxwú7mesh Nations.

TARGET MARKET | CREEKSIDE CANNABIS

Marketing and branding is required to comply with the federal Cannabis Act and the provincial Cannabis Control and Licensing Act, as well as any additional restrictions put in place by the RMOW.

The target demographics for the proposed cannabis retail store in the RMOW are set out as:

- Whistler Locals and Resort Guests
- **Focus on responsible daily wellbeing and recreational use.**
- Aged 25 – 65 years old representing 60% Male and 40% Female
- **40% of the target market has secondary degrees**

CORPORATE CITIZENSHIP | CREEKSIDE CANNABIS

Creekside Cannabis acknowledges the guiding principles of Cannabis Retail Policy and agrees to:

- Support a thriving and diverse economy inclusive hiring and education programs.
- **Pay a living wage to our employees \$22 - \$40/hr.**
- Provide the opportunity for staff to have housing.
- **Reinforce and enhance Whistler's mountain community character by enabling safe consumption and an alternative to drinking alcohol and minimize criminal activity by offering legal, safe and affordable cannabis.**
- Promote community and social well-being by working with neighbours to better understand everyone's needs to live in a cohesive neighbourhood and retail environment at the base of Whistler Mountain.
- **Initiate a Good Neighbour policy and enable ways to deal with nuisances in a collaborative way.**
- Establish a transparent and efficient process through open design and work with the SLCC and First Nations along with the RMOW and Whistler Chamber of Commerce (WCC).
- **Balance community and visitor demand with community safety and Whistler's family friendly environment through design and an intended canine safety program.**
- Support and advance reconciliation and economic opportunities with the Skwxwú7mesh and Łíl'wat7úl Nations through the SLCC.

Creekside Cannabis will not only meet, but will exceed, cannabis retail regulations at all levels of government by:

- Providing educational material for use at schools about the dangers of THC use.
- **Working with WCCS to promote public awareness around cannabis use.**
- Competing with black market prices.
- **Increasing safety response and education around canine ingestion of THC.**

COMMUNITY NOTIFICATION AND ENGAGEMENT

Upon submission of the Temporary Use Permit at RMOW, Creekside Cannabis will continue to consult and work with neighbouring businesses in order to assure all questions and concerns are identified and suitably answered. The consultation is not limited to Franz's trail but included the greater Creekside Community and other neighbourhoods in Whistler.

CANNABIS COMPLIANCE AND CANNABIS-RELATED ISSUE MITIGATION:

Creekside Cannabis is promoting and enforcing responsible use and conduct through:

- Ongoing staff training, compliance training and staff meetings to review government policy bulletins and regulatory changes. This is over and above all mandatory government training.
- **Store design and operating protocols that ensure no minors enter the premises.**
- Two (2) pieces of identification, including one with a picture to confirm both age and identity is required upon purchase, if not done upon entrance into the retail store.
- **Verify the ID of every patron that enters the store if they are clearly under the age of 35.**
- Train staff to recognize international ID, in association with authorities where necessary.
- **24-hour security camera always recording.**
- Security camera recordings will be turned over the B.C. Liquor and Cannabis Licensing Branch or law enforcement as required.
- **Creekside Cannabis retail layout will ensure that no cannabis products are visible from the street. However, it is intended to avoid window coverings to avoid negative connotations. There will be a spa-like presentation and an open point-of-sale system similar to what one experiences at the Apple Store.**
- Inventory management and sales records are maintained and available to provincial government inspectors upon request.

- **Customers intoxicated by alcohol or drugs will be refused service and asked to leave the store immediately. People causing a disturbance will be addressed promptly by staff and if behaviour is not immediately addressed, they will be asked to leave the store and the nuisance policy will be executed. If necessary, a security person can be hired to conduct these activities, however we do not foresee this issue in Whistler.**
- An incident log is kept to record any accidents or injury in the store, any illegal acts, or need to call emergency personnel. The log is reviewed at weekly meeting to improve guest and employee experience.
- **Staff will always cooperate with law enforcement or inspectors.**
- All cannabis products will remain in sealed containers.
- **Cannabis products will not be accessible to customers other than at the point of sale and will otherwise be stored in the back room or in locked display.**
- Display of social responsibility materials regarding health and safety impacts provided by government.
- **Display material that explain responsible use and harm reduction resources.**
- Focus on wellness and wellbeing within the allowable regulations for recreational cannabis consumption.
- **All customers will be provided a shopping bag option that complies with the advertising and promotional restricts in the federal Cannabis Act.**

ADDRESSING PRODUCT IMPACTS & ODOURS

Creekside Cannabis only provides legally sourced, provincially excised stamped cannabis products, and approved cannabis accessories and merchandise. There will not be any cannabis odor coming from the store.

- **All legal cannabis products are packaged in smell proof and childproof containers sealed at the manufacturer.**
- Air filtration and HVAC system will be installed and or modified.
- **Products will not be opened in the retail store.**
- Products will not be consumed on the premises and discouraged within the Franz's Trail.
- **Creekside Cannabis has a focus on wellbeing and discourages smoking, especially in the Franz's Trail area. Customers will be reminded that there are children at the ski school and families shopping nearby for their daily groceries.**
- Creekside Cannabis will work to keep Franz's trail clean and safe with intentions to minimize the consumption, especially smoking, of cannabis in public areas.
- **If necessary, Creekside Cannabis will hire security to discourage smoking in the area.**

CLOSING REMARKS | CREEKSIDE CANNABIS

Creekside Cannabis is a retail store that is selling cannabis products in a highly regulated environment. Everything must be done to code.

The owner, Tyler Mosher, is a well-known local and has a positive reputation to maintain, locally, provincially, and nationally. He sits on many Boards and promotes and encourages healthy lifestyle through sport. He is an advocate of cannabis as an alternative medicine, especially CBD, and believes that legal and safe consumption of cannabis should be done in a regulated environment.

Staff and employee experience is as important as our guests experience. Creekside Cannabis are committed to a living wage, providing employee housing and encouraging its staff to enjoy the resort community as an active resident.

We are very aware of our location and know that we are close to the Whistler Kids Ski location and the Grocery store. Every effort will be made to discourage irresponsible use of cannabis, including smoking, especially in or near to Franz's Trail. We will assure the area is kept clean and safe without symbols of cannabis leaves and other negative and tacky images. We will hire security if necessary.

We do not see this retail store being any different than a store similar to the LCDB located in the very same area. We understand the stigma attached to cannabis and are acutely aware that all eyes will be on us. That said, this store will be top-notch and super nice, and truly feel like a high-end spa-like retail experience. We understand what we are doing and how to do it where we are proposing to operate. We worked with the landlord, who is invested in the success of the Creekside area, to assure that the retail experience is "Spa-like" and focused on wellness.

Creekside Cannabis will give back to the community as much as we can. This includes education about the dangers of over consumption and consumption of THC under the age of 25.

Efforts will be made to work with the schools and WCSS with mental and emotional health and awareness along with health authorities.

Whistler is a dog friendly place and Creekside Cannabis will set up a program and invest in safety equipment to educate patrons of the dangers of THC with dogs and a protocol of what to do if a dog eats cannabis on a trail or at a park.

We acknowledge we operate on the shared, unceded territory of the Liíwat7úl, and the Skwxwú7mesh. We will work with the nations to provide meaningful reconciliation as directed by the nations and or the SLCC.

Creekside Cannabis will be a great addition to the fabric of the Resort Municipality of Whistler and the Creekside area. We will be responsible corporate citizens, good neighbours and a proactive and reactive business that delivers the world-class reputation that people come to expect from our resort community.

APPENDIX

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COMMUNITY IMPACT STATEMENT | CREEKSIDE CANNABIS

Balancing resort and community needs:

Creekside Cannabis understands that balancing the needs of a resort town and its community with a retail cannabis store can be challenging, but we have several strategies that will help achieve a balance:

- **Engage with the local community:** It is important for Creekside Cannabis to engage with the local community by participating in local events, supporting local initiatives, and hosting public information sessions. This will help to build trust and establish a positive relationship between the store and its neighbours.
- **Address community concerns:** We will be responsive to community concerns and work to address time in a timely and effective manner. This will include implementing additional security measures, addressing nuisance behaviours and minimizing any potential negative impacts on the environment.
- **Implement responsible policies and procedures:** We will have a comprehensive set of policies and procedures in place to ensure the safety and security of its customers, employees and the surrounding community. These policies may include restrictions on public consumption, age, verification procedures, and a strict cash handling policy.
- **Foster a positive image:** We will strive to foster a positive image within the community by being a responsible corporate citizen and contributing to local initiatives. This will help create a sense of goodwill and positive public relations.
- **Partner with local stakeholders:** Our store will partner with local stakeholders as with Whistler Tourism and Whistler Chamber of Commerce to ensure the store's operations are aligned with the needs of the local community and the broader tourism industry.

PROVISION FOR EMPLOYEE HOUSING:

Creekside Cannabis has secured a 4-bedroom house for employee housing as an option for our employees.

COMMITMENT TO LIVING WAGE:

Pay a living wage to our employees \$22 -\$40/hr.

Relationships with or Support for Community Organizations:

Whistler Community Services Society initiative for Mental and Emotional Health is an aspect of society Creekside Cannabis want to support, either with donations and or facilitating seminars for training and or the community. This includes harm reduction and other needs that may be requested by the society.

Creekside Cannabis intends to work with Whistler Animals Galore and or the local Veterinarians to create a safety plan for owners of dogs who may have ingested THC. We recognize that this is already an existing issue within the Whistler community.

Leadership on Sustainability and Climate Action, with additional references to Whistler's Climate Action Big Moves Strategy, and Zero Waste Action Plan:

Creekside Cannabis will be a leader in sustainability and climate action by the following:

- **Implementing eco-friendly practices: The store will implement eco-friendly practices such as recycling and reducing energy consumption. This can include using energy-efficient lighting as well as promoting the use of reusable bags.**
- Partner with sustainable suppliers: Creekside Cannabis will partner with packages that are bio-degradable, and who prioritize environmentally friendly practices and products.
- **Reduce packaging waste: Creekside Cannabis will reduce packaging waste by using biodegradable and compostable packaging material, as well as encouraging customers to bring their own containers and bags.**
- Educate customers on sustainability: The store can educate customers on sustainability and climate action by providing information on eco-friendly practices and products, as well as promoting the benefits of sustainable living.
- **Sourced Paper bags are certified by Forest Stewardship Council® (FSC®).**

Contribution to Local Economic Development and Overall character that promotes a four-season family-friendly resort destination:

Creekside Cannabis will create jobs in the local community, which will contribute to the overall economic development of the area. These will range from manager to assistant manager to budtenders. The store will also attract tourists who are interested in visiting the store as part of their vacation and daily wellbeing. This will increase the overall number of visitors to the area, which will contribute to the local economy, especially the neighbouring, cafes, stores and restaurants.

A retail cannabis store in Creekside will also contribute to the local economy by generating tax revenues for the RMOW. This revenue can be reinvested in the community to support local services and infrastructure.

Finally, by operating in compliance with the LCRB and RMOW, a retail cannabis store will contribute to the overall image of the destination as a safe and responsible place to visit.

Commitment to Whistler's community health and social strategy goals

Creekside Cannabis will ensure its commitment to Whistler's community health and social strategy goals by the following:

- **Promoting local and sustainable products:** Creekside Cannabis will promote local and sustainable products to reduce their environmental impact and support the local economy. This will involve sourcing products from local suppliers, using eco-friendly packaging and reducing waste.
- **Support community initiatives:** Creekside Cannabis will contribute to local initiatives that promote these goals. This will include supporting local non-profit organizations such as Whistler Community Services Society, participating in community events, and contributing to community development initiatives.
- **Creating a healthy workspace:** We will create a healthy workplace by promoting physical and mental wellness among our employees. This will include offering wellness programs and creating a positive work environment.
- **Foster community engagement:** Creekside Cannabis will foster community engagement by creating a space for community members to gather and connect, this will involve hosting events, creating a welcoming environment and supporting community initiatives.
- **Promoting responsible business practices:** Creekside Cannabis will promote responsible business practices by adopting environmentally friendly policies and supporting sustainable practices. This will help reduce waste, conserving energy and promoting sustainable transportation options.

Commitment to reconciliation and providing economic opportunities for the Lil'wat Nation and the Squamish Nation:

Creekside Cannabis, should the Skwxwú7mesh and Li'wat7úl Nations accept, intends to assign and donate up to 2 % of gross revenue to the Squamish Li'wat Cultural Centre to be distributed to the Nations or used as the SLCC and the Nations see fit for sustainable cultural and economic development and related programs and initiatives.

GOOD NEIGHBOUR AGREEMENT | CREEKSIDE CANNABIS

Dear RMOW,

As a member of the community, Creekside Cannabis believes it is important to establish an open line of communication with our neighbours and would like to ensure our commitment to addressing nuisance issues and working collaboratively.

Our goal is to create a safe and welcoming environment who visits our store, and we are committed to being a responsible member of the community. In order to ensure we are good neighbours; we have established the following guidelines:

1. **Security:** We will maintain a secure environment both inside and outside of our store. We will have a security system in place, and our staff will be trained to handle any security issues that may arise.
2. **Noise:** We will make every effort to minimize noise levels in and around our store, particularly during late hours. We will not allow any loud music or disruptive behaviour that would disturb our neighbours.
3. **Smoke:** We will not permit smoking or vaping any kind within the store or near our store. We will inform customers about the Smoking Regulations Bylaw 2136 2017 and be committed to being a responsible retailer.
4. **Responsible Corporate Citizen:** We agree to work the RMOW, its departments, the community, as well as the Lil'wat Nation and Squamish Nations to promptly address any issues that arise.

NUISANCE POLICY | CREEKSIDO CANNABIS

Creekside Cannabis is committed to creating a safe and comfortable environment for all individuals who use our facilities and services. As such, we have established a nuisance policy to address any disruptive or unacceptable behaviour that may negatively impact others.

Examples of nuisance behaviours:

1. **Harassment:** Any form of harassment, including verbal, physical or sexual will not be tolerated.
2. **Intoxication:** Any individual who is under the influence of drugs or alcohol and is behaving in a disruptive or aggressive manner will be asked to leave the premises.
3. **Smoking:** Smoking is prohibited on our premises, including within the designated smoking areas.
4. **Noise:** Individuals are expected to respect the rights of others and keep noise levels to a minimum. Any disruptive behaviour that creates excessive noise will be not tolerated.
5. **Vandalism:** Any act of vandalism or destruction of property will be taken seriously and may result in criminal charges.
6. **Aggressive or Threatening Behaviour:** Any behaviour that is aggressive or threatening towards staff or other individuals on our premises will not be tolerated.

Consequences of Nuisance Behaviours:

1. **Verbal Warning:** Individuals who engage in nuisance behaviours will receive a verbal warning from staff or security.
2. **Removal:** If an individual fails to comply with the verbal warning, they will be asked to leave the premise.
3. **Suspension:** If an individual repeatedly engages in nuisance behaviours, they may be suspended from our store.

SECURITY PLAN | CREEKSIDE CANNABIS

Creekside Cannabis is committed to ensuring our staff, customers and the community is feels safe with our retail cannabis store in Creekside. The following is our security plan:

1. **Access Controls:** All entrances and exits to the retail cannabis store will be equipped with access control systems.
2. **Surveillance:** Creekside Cannabis will have a video surveillance system that will be monitored 24/7. Cameras will be placed through the store, including the storage and at the cash registers. The footage will be stored for a minimum of 30 days.
3. **Alarm System:** The store will have an alarm system that is monitored by a professional security company. The alarm will be triggered if there is an attempted break-in, fire or other emergency.
4. **Cash Handling:** The store will have a strict cash handling policy to ensure the safety of employees and customers. Cash will be kept in a secure safe and deposited into a Smart Safe monitored by Brinks Security.
5. **Training:** All employees will be trained on the security plan and will be required to follow the policies and procedures outlined in the plan. Training will cover access control, surveillance, alarm system and cash handling procedures.
6. **Emergency Response Plan:** The store will have an emergency response plan in place in case of a security breach or other emergency. This plan will include evacuation procedures, a list of emergency contacts, and instructions for employees.
7. **Security Personnel:** Creekside Cannabis may hire security personnel, depending on the risk assessment of the location and any previous incidents. Security personnel will be trained on the security plan and will provide an additional layer of protection for the store and its employees.

We take security very seriously and will continuously review and update our security plan to ensure the safety of our employees, customers and the surrounding community.

LETTER OF SUPPORT | CREEKSIDE CANNABIS

March 12, 2023

I am Kaori Zage, landowner at the proposed retail site for 1392484 dba Creekside Cannabis at #321-2063 Lake Placid Rd., Whistler BC.

As a significant landowner and business operator in the Whistler Creekside area, we were approached by several, if not all, of the current applicants seeking a TUP for Whistler cannabis retail. After careful consideration, we decided to choose to lease to Tyler Mosher because he has significant experience in the greater cannabis industry, he is a local entrepreneur with a unique story that will resonate with cannabis-wellness and recreation consumers. He has put together the right team to create a retail experience that will compliment the businesses in Creekside.

We worked with Tyler to realize his "spa-like" vision for Cannabis retail so it will fit in with the overall future design aspects our business is looking to achieve. We believe that Creekside Cannabis is in the right location, with enough negative space and flow through with their open concept, that consumers will enjoy their experience. The idea was to steer away from a "pot shop" and toward a welcoming environment akin to somewhere like Scandinave Spa where people can feel comfortable to shop.

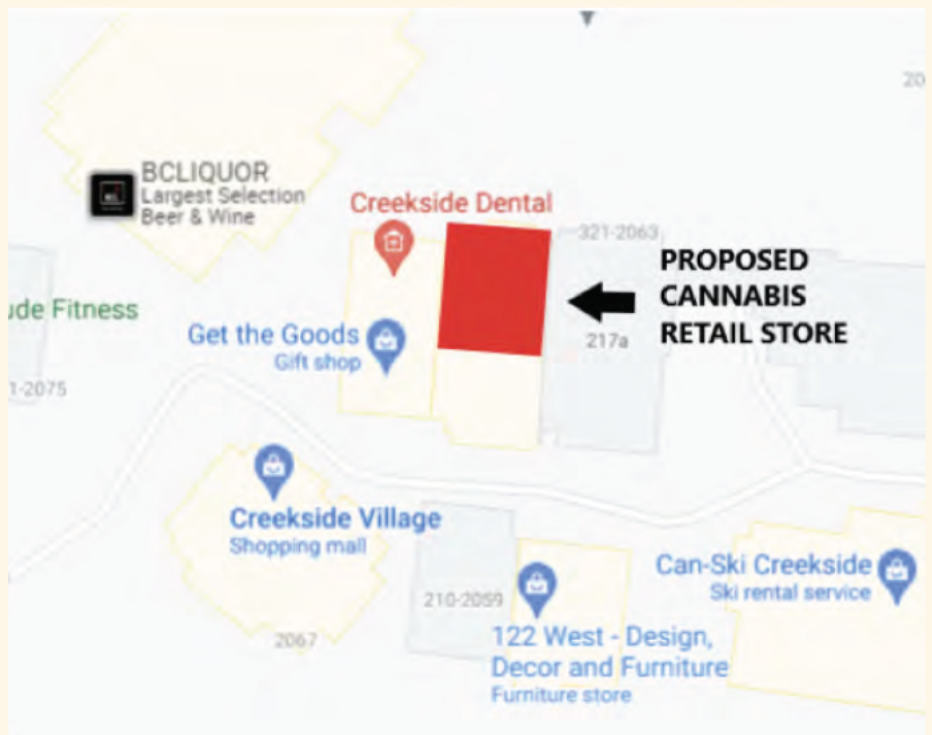
We are happy with how the concept has developed and want to support the success of a local entrepreneur who care about the Whistler Community and will stand behind his work.

Please accept this letter of support from our Business as landlords and as stakeholders in Whistler.

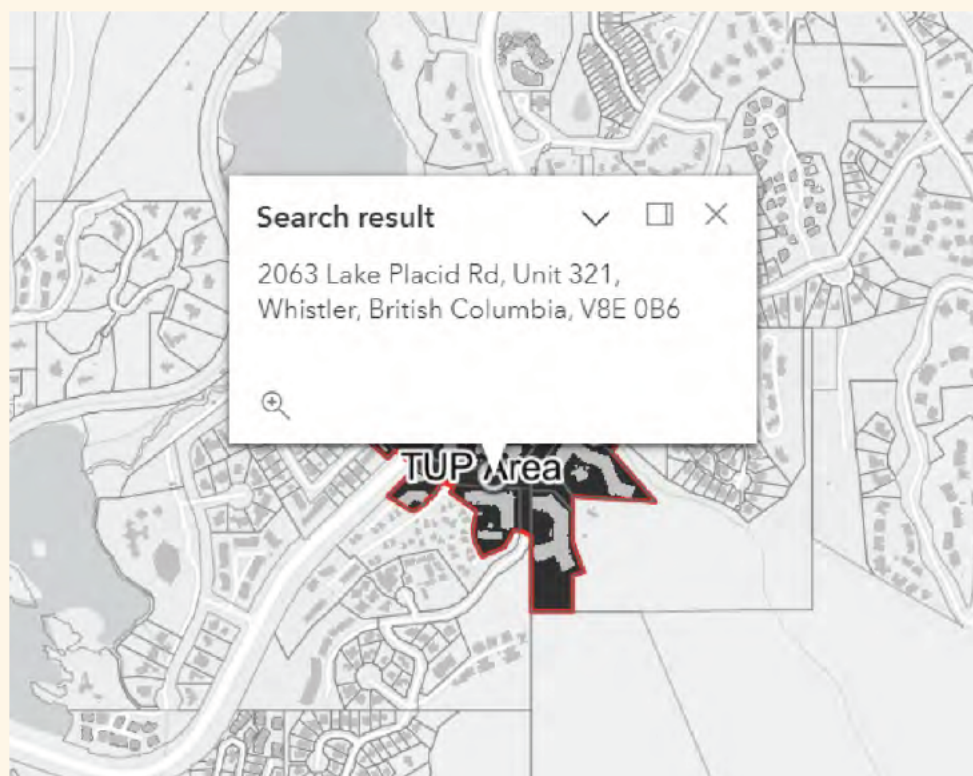
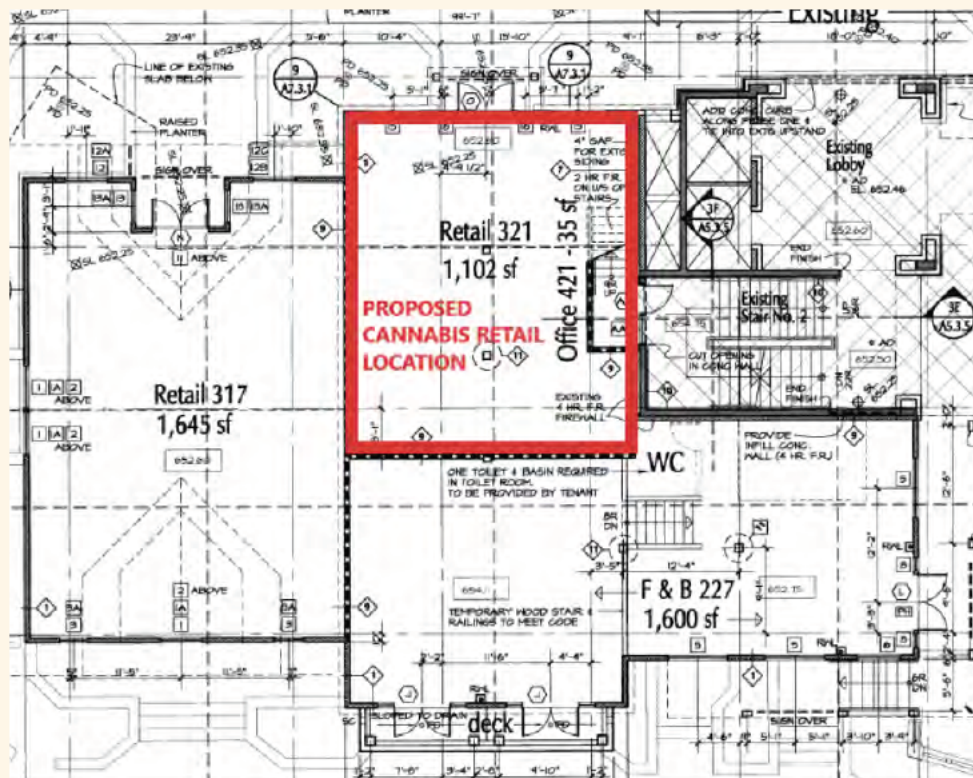
Best Regards,
Kaori Zage

CONTEXT PLAN | SITE PLANS

#321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6



CONTEXT PLAN: #321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6
LOCATION IS WITHIN THE TUP AREAS DESIGNATED FOR CANNABIS RETAIL



CONTEXT PLAN: #321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6
 AVAILABLE PUBLIC PARKING RIGHT OUTSIDE THE PROPOSED LOCATION

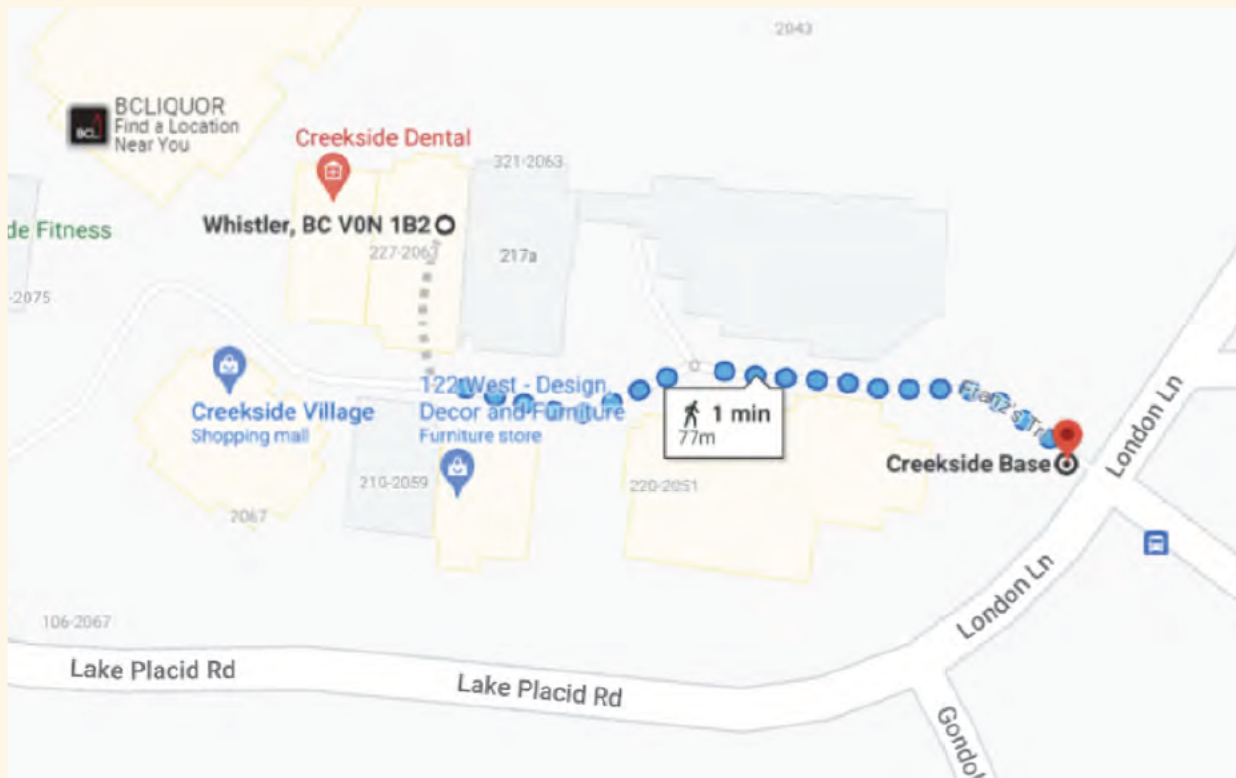


CONTEXT PLAN: #321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6
 PUBLIC TRANSIT MAP

25/25X Whistler Creekside



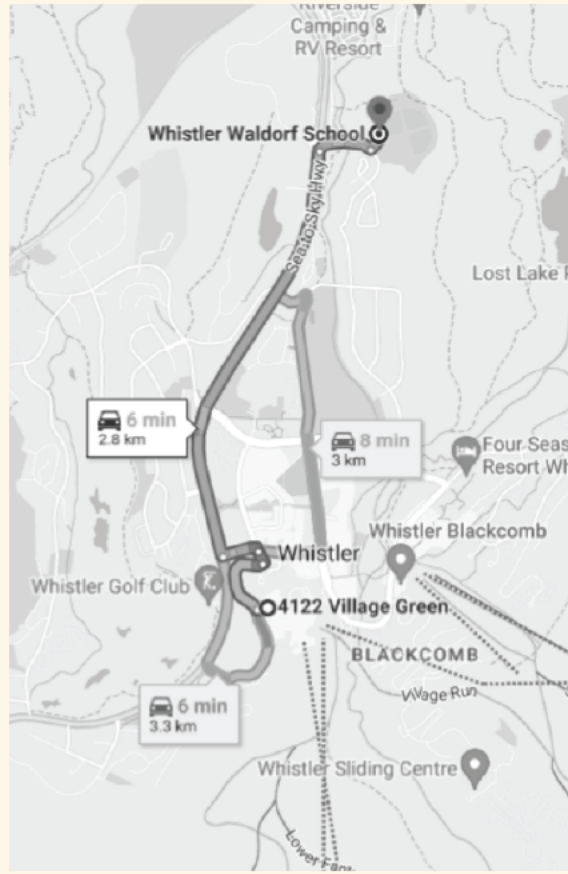
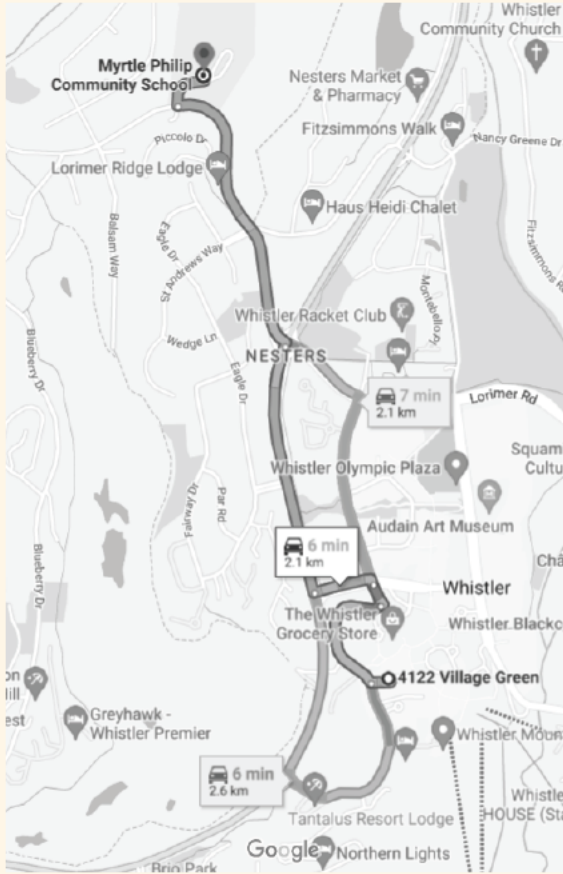
CONTEXT PLAN: #321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6
PUBLIC TRANSIT BUS STATION APPROXIMATELY 77 METERS FROM PROPOSED LOCATION



CONTEXT PLAN: #321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6
PROPOSED CANNABIS STORE LOCATION IS NOT VISIBLE FROM CREEKSIDE VILLAGE STROLL

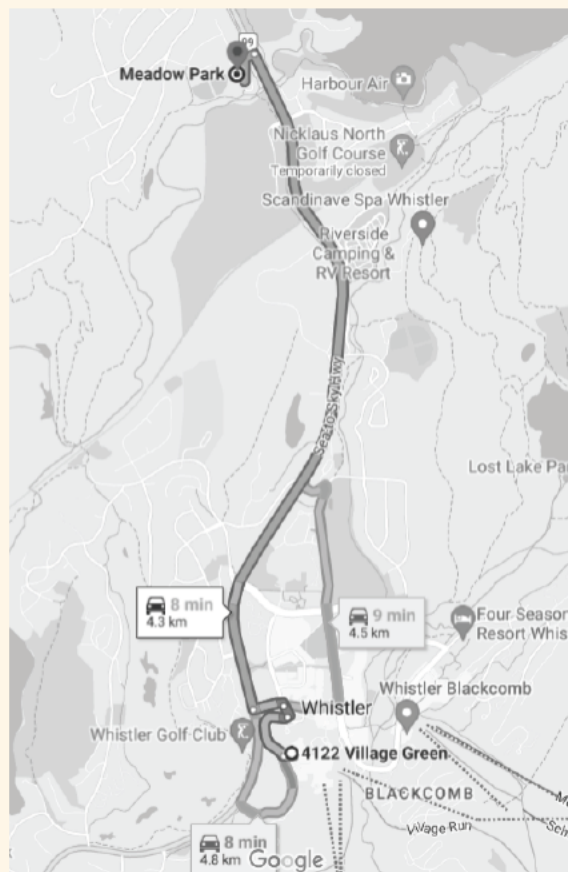


CONTEXT PLAN: #321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6
 DISTANCE TO ELEMENTARY SCHOOLS: MYRTLE PHILIP 5.7 KM'S, WHISTLER WALDORF SCHOOL 6.4 KM'S



CONTEXT PLAN: #321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6
 DISTANCE TO WHISTLER SECONDARY SCHOOL 8.3 KM'S

CONTEXT PLAN: #321-2063 LAKE PLACID ROAD, WHISTLER V8E 0B6 DISTANCE TO MEADOW PARK 7.9 KM'S



CREEKSIDE CANNABIS

GAYLEDESIGNS INC.

CREEKSIDE CANNABIS
CREEKSIDE WHISLER

872 13A Street, Suite 202, Crested, WA 98243 gayle@gayle-designs.com 1-800-260-1888



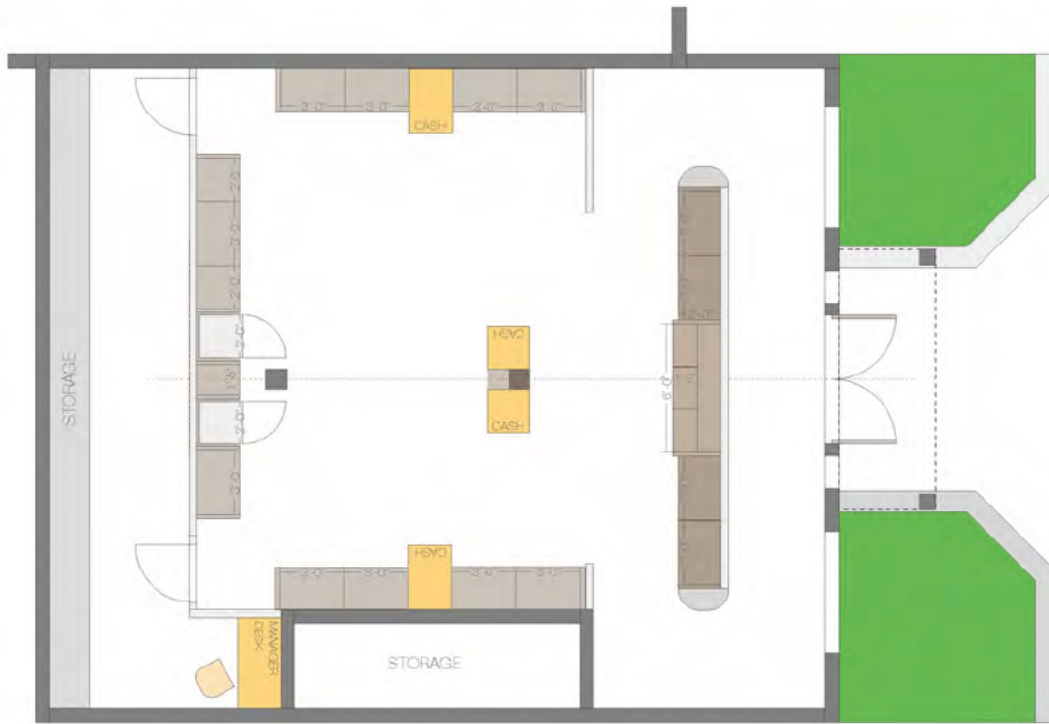
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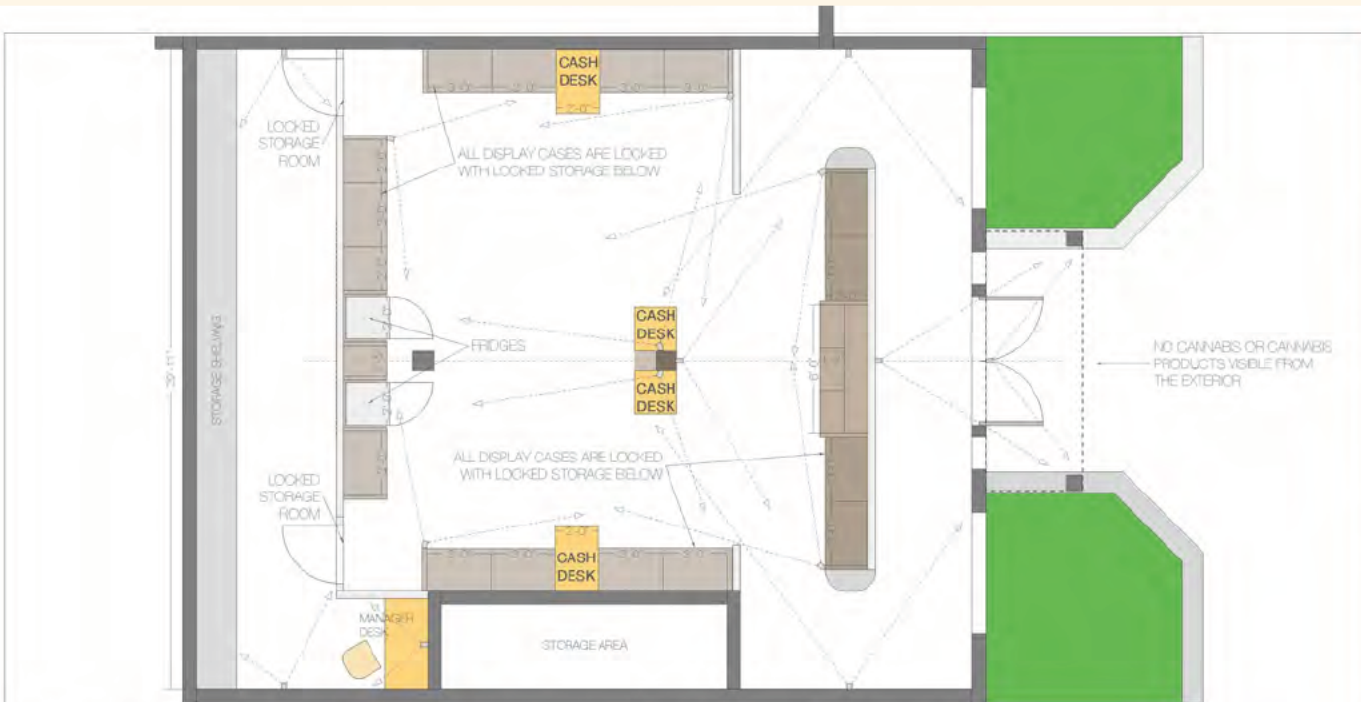
CREEKSIDE
CANNABIS

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CREEKSIDE CANNABIS CREEKSIDE, WESTLER, BC, CANADA March 12, 2023



CREEKSIDE
CANNABIS

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CREEKSIDE CANNABIS CREEKSIDE, WESTLER, BC, CANADA March 12, 2023



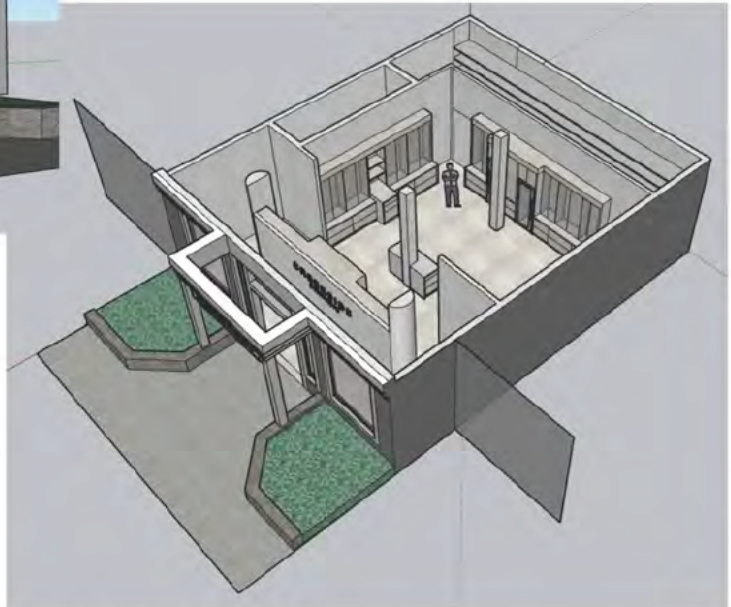
Non-Medical Cannabis Retail Store **CREEKSIDE CANNABIS** #321-2063 Lake Placid Road, Whistler Creek, Whistler, BC V8E 0B6

CANNABIS RETAIL STORE REQUIREMENTS:

- AUDIBLE INTRUDER ALARM Monitored by a third party
- AUDIBLE FIRE ALARM SYSTEM Monitored by a third party
- LOCKED RETAIL DISPLAY CASES
- LOCKED STORAGE ROOM
- SECURE PERIMETER DOOR LOCKS
- NO CANNABIS OR CANNABIS PRODUCTS VISIBLE FROM THE EXTERIOR SECURITY CAMERAS WITH FULL UNOBSTRUCTED VIEWS OF:
 - The retail sales area
 - Any product storage area
 - Both interior and exterior of all store entrances and exits



GAYLEDESIGNS INC
 800-765-5463
 2025-01-15
 CREEKSIDE CANNABIS
 CREEKSIDE, WHISTLER, BC, CANADA



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CREEKSIDE
CANNABIS

March 12, 2023

CREEKSIDE CANNABIS
PREPENSE, WHEELER BL, CAROLINA

GAYLEDESIGNS INC
1022 Oak Street, Suite 100, Charlotte, NC 28202 | 919.333.4444 | www.gayleddesigns.com | 401.880.1002



March 8, 2023

Tyler Mosher

RE: **321-2063 Lake Placid Road, Whistler V8E 0B6**

This letter is our confirmation that insurance will be placed in compliance with the lease on behalf of **1392484 BC LTD.**

The coverage of insurance will include the following coverage per the lease:

- All Risk Property Insurance – including flood, sewer-back up and Earthquake
- Tenant Leasehold Improvements
- Business Interruption
- Commercial General Liability of \$5MM which will comply with the Provincial regulations
- Non- Owned Automobile Liability
- Severability of Interest Clause
- Cross Liability Clause
- 30 days written notice of material change
- Waiver of Subrogation in favor of landlord

Once the tenant takes possession, we will provide the landlord with a Certificate of Insurance outlining these coverages.

Let me know after review and thanks

AXIS INSURANCE (PREVIOUSLY SHAW SABEY & ASSOCIATES LTD)

Sasha Spasojevic
sasha.spasojevic@axisinsurance.ca
604-782-0159

Vancouver Downtown
#400 - 555 Burrard Street, Box 275
Vancouver, BC V7X 1M8
Phone: (604) 731-5328
Fax: (604) 731-3137
TF: 1-800-690-7475

Kelowna
#200 – 2141 Springfield Road
Kelowna, BC V1Y 7X1
Phone: (236) 420-0387
Fax: 1-888-220-4225

Duncan (Landmark Building)
#200 - 2640 Beverly Street
Duncan, BC V9L 5C7
Phone: (250) 748-3200
Fax: (250) 748-3226
TF: 1-877-848-3232

Duncan (Trunk Road)
#1 - 380 Trunk Road
Duncan, BC V9L 2P6
Phone: (250) 748-3242
Fax: (250) 748-3212
TF: 1-877-848-3232

CREEKSIDE
CANNABIS

OFFER TO LEASE

Agreement made this 4th day of March, 2023

BETWEEN: **1392484 B.C. Ltd.**
(the "Tenant") **GST No.** 780648879RT001

AND **Whistler Tenant Corp**
(the "Landlord") **GST No.** 751782897RT0001

LOCATION: **#321-2063 Lake Placid Rd., Whistler, B.C.**
(the "Property")

The Tenant hereby offers to lease the Premises (defined in paragraph 1 below) from the Landlord, on the terms and conditions set out in this Offer to Lease (the "Offer"). This Offer shall be binding on both parties, unless otherwise terminated as per the terms and conditions herein.

1. PREMISES

The premises to which this Offer relates (the "Premises") comprise the space on the Property municipally known as **#321-2063 Lake Placid Rd., Whistler, B.C.**, that is shown on the plan attached as Schedule "A" to this Offer and consists of approximately 1152 sq ft of ground floor Rentable Area, which will be subject to an independent surveyor's confirming the final measurement of the Premises, in accordance with BOMA Standards but in accordance to the methodology detailed in Schedule B of the Lease Template as provided by the Landlord together with this Offer (the "Lease Template"). The basis of the final measurement shall remain unchanged throughout the Term or any Extension(s) thereof.

2. TERM

The term of the Lease (defined herein), is three (3) years (the "Term")

3. POSSESSION PERIOD AND DATE

The period following the end of the Condition Period and that ends on a date that is the earlier of (the "Possession Date"):

- (i) Thirty (30) Business Days following waiver of the Condition to Lease (outlined below); or
- (ii) August 1, 2023

4. FIXTURING PERIOD

Three (3) months from the Possession Date, on the same terms and conditions of the Lease, other than the requirement to pay any Basic Rent or Additional Rent. The Tenant shall be responsible for the payment of any utilities used during this period.

The Landlord and Tenant agree that Covid-19 has created uncertainty with regard to the timing of obtaining certain requirements for the business that are not in the Tenant's control. These include the availability of construction personnel, the sourcing of materials to complete the buildout, and the ability to obtain the required government approvals, permits, authorizations, licenses, zoning, etc. ("Government Approvals"). The Tenant agrees to use commercially reasonable efforts, (i) to continue with its build out and fixturing, and (ii) to obtain all of the required Government Approvals. The Landlord agrees to work with the Tenant in good faith to extend the fixturing period timelines to enable the Tenant to open a fully fixtured retail outlet with all of the necessary Government Approvals in place. Notwithstanding the forgoing, the Tenant agrees that the fixturing period shall not extend beyond the opening of the business

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5. COMMENCEMENT DATE

The Lease shall commence upon the earlier of:

- a) The day that the Tenant opens for business; or,
- b) The expiry of the Fixturing Period.

6. USE OF PREMISES

The Tenant shall occupy and use the Premises for the retail sale of cannabis (in various forms), related cannabis products and educational seminars (collectively, the "Tenant's Use.") The Tenant may operate during hours and days as per the terms of the Lease Template and shall not be required to open for business to the public until it has obtained all required licenses and permits for cannabis retail sales and had a reasonable time to complete all work required to open to the public, once such licenses and permits have been obtained.

Notwithstanding the foregoing, no use or occupancy of the Leased Premises shall contravene any federal, provincial and/or municipal regulations or licensing requirements, or cause the Landlord to breach any obligations or covenant it has with its mortgagee or any other tenants of the Property, or as pursuant to any instrument registered on title to the lands.

7. BASIC RENT

The Landlord and the Tenant acknowledge and agree that the basic rent (the "Basic Rent") payable for the Premises from the end of the Fixturing Period until the end of the Term will be at the annual rate of: forty dollars (\$40.00) per square foot of Rentable Area plus applicable taxes for years 1-3.

8. OPERATING COSTS, BUSINESS & REALTY TAXES

Business and Realty Taxes, and Common Area costs including Management fee, service charges, administrative fees or any other incidental related cost or charge shall be calculated and determined annually by the Landlord and charged to The Tenant as "Additional Rent" (currently estimated at [REDACTED] Operating Costs as indicated in the Lease Template. The Tenant shall only be required to pay either a management fee or an administrative fee, but not both, The Tenant shall pay all realty and business taxes levied or assessed against the Premises calculated on the basis of a separate assessment if available. If a separate assessment is not available or determinable, then Tenant shall pay Tenant's proportionate share (Tenant Rentable Area over Total Rentable Area of the Property) of real property taxes attributable to the Property, taking Assessor's Notes into consideration. Operating Costs will exclude: all costs related to Landlord financing; all costs related to obtaining new tenants; Capital costs of the Building (but not equipment); any duplication, including costs covered otherwise such as by GST ITC's or by insurance coverage.

9. RENT FREE

Three (3) months of free rent during the Fixturing Period.

10. UTILITIES

The Tenant shall pay for actual utilities consumed, through separate metering of the Premises. Such separate meters to be at the Landlord's expense.

11. DEPOSIT

The Tenant will pay \$10,000 refundable deposit to Landlord for the performance of this Offer and the Lease, of which \$5,000 +GST shall be paid to the Landlord within five (5) Business Days upon the acceptance of this Offer and the remaining \$5,000+GST within five (5) days upon the end of the Condition Period.

12. ADDITIONAL LANDLORD BONUS PAYABLE

The Tenant will pay the Landlord additional \$10,000 bonus within ten (10) days of RMoW approval of Temporary Use Permit for Cannabis use (the "TUP Bonus"), and additional \$10,000 bonus within ten (10) days of store opening (the "Business Opening Bonus").

13. LEASEHOLD IMPROVEMENT ALLOWANCE

Intentionally Deleted.

14. CONDITION OF PREMISES

The Tenant accepts the Premises in a "vanilla shell" condition, subject only to the completion by the Landlord of the Landlord's Work described herein.

15. LANDLORD'S WORK

Demolition and removal of existing fixtures and equipment, and any other upgrades and installations to be determined and agreed to between the Tenant and Landlord based on inspection of the Premises.

16. TENANT'S WORK

The Tenant shall be responsible for all work in the Premises required for operating the Tenant's Use at the Tenant's sole cost and expense and must obtain proper municipal permits. Tenant should provide to Landlord plans and drawings that sufficiently detail the storefront design and interior aesthetics prior to the end of the Possession Period and shall now commence fixturing until receiving Landlord consent.

17. ALTERATIONS

The Tenant may from time to time, make minor improvements or repairs to the interior of the Premises of a value less than one hundred thousand dollars (\$100,000.00) at its own discretion and without consent of the Landlord. All such alterations are however, to be approved by the Landlord, acting reasonably, in advance of the commencement of any such alteration.

18. RESTORATION

At the end of the Term or early termination thereof, the Tenant shall have the right to either remove or to abandon all leasehold improvements, installations, alterations, partitions and utility connections TSP cabling, wiring and related devices and equipment, and trade fixtures installed by or on behalf of the Tenant. Provided that to the extent that the Tenant elects to remove same, the Tenant shall repair any damage caused by such removal and leave the Premises in a clean, broom swept condition.

19. SIGNAGE – MUST ADHERE TO STRATA & MUNICIPAL BYLAWS

Subject to Landlord's review and approval, commencing at the beginning of the Possession Period, the Tenant may install, at its expense, graphics on the windows & door windows of the Premises indicating the Tenant's business. Throughout the Term, the Tenant shall be permitted to erect Tenant's corporate

signage on the windows of the Premises. Such signage to be subject to the strata bylaws, municipal bylaws and applicable municipal approvals and provincial cannabis requirements.

The Tenant shall have the right to supply and install the maximum allowable exterior sign identification on multiple locations of the Property; the design and location(s) of which shall be subject to the approval of the Landlord and Tenant, which approval shall not be unreasonably withheld or delayed, and subject to strata and municipal by-laws and regulations. The Landlord shall co-operate with the Tenant at all times with respect to all applications for approval of its signage requirements.

20. OPTION TO EXTEND THE TERM

The Tenant shall have the option with no later than six (6) months written notice to the Landlord prior to the expiry of the Term, to extend the Lease for one (1) additional terms of three (3) years on the same terms and conditions described herein save and except for the Basic Rent. Basic Rent shall be the greater of fair market rent for comparable space in a comparable building or Current Basic Rent plus adjustments for inflation, specifically Consumer Price Index (CPI)

In the event the Landlord and Tenant cannot agree on market rent, the determination of rent will be subject to arbitration, costs to be shared equally

21. RESTRICTIVE COVENANT

The Landlord warrants and agrees that it will not lease during the Lease of the Term or any extension thereof, any part of the Property, or extension thereto, which is occupied by the Tenant throughout the Lease Term and any extension thereof, to any direct or indirect competitor to the Tenant, as mutually agreed by the Tenant and Landlord, acting reasonably, nor shall any such tenants occupy any of the aforesaid space on a sublease or assignment basis without prior written consent of the Tenant.

22. ZONING

Landlord represents that the land upon which the Premises will is zoned for retail use, and understands the Tenant's intended use, including Resort Municipality of Whistler rezoning process for Temporary Use Permit for Cannabis retail sales.

23. ASSIGNMENT /SUBLETTING/TRANSFER

Assignment / Subletting / Transfer is permitted to a cannabis retailer that has a focus on wellness. The Landlord shall not unreasonably withhold an assignment or transfer of the lease.

24. LEASE AGREEMENT

The Lease documentation shall be the Landlord's standard form of Lease, at the sole cost to the Landlord. The parties shall use reasonable diligent efforts to sign and execute the Lease, and the Lease shall contain amendments as requested by the Tenant's solicitor and agreed to by the Landlord's solicitor, with both parties acting reasonably.

The Tenant will not be required to indemnify the Landlord for damages resulting from the negligence or intentional acts of the Landlord or those for whom it is responsible.

The Tenant will be required to provide a personal indemnity.

25. CONFIDENTIALITY

All information disclosed by Tenant, including the terms of this Offer are confidential. Landlord will not make any press releases or public announcements with respect to this Letter of Intent or the transactions contemplate herein without prior consent of Tenant.

26. COUNTERPARTS, FACSIMILE AND ELECTRONIC TRANSMISSION

This Agreement may be executed in any number of counterparts and executed copies may be sent via either facsimile transmission or as a PDF attachment via email transmission, and any such copy executed in counterpart or received via facsimile or email transmission as aforesaid shall be deemed to be an original execution copy of said Agreement and shall be read together with all other execution copies of the Agreement as if they were one and the same document. All copies transmitted via facsimile or email transmission shall, if so requested by the receiving party, be followed by an original signed copy of the Agreement delivered to the receiving party within five (5) business days of said request. However, failure to forward original signed copies as aforesaid shall not invalidate the facsimile or email copy and it shall still be deemed to be and relied upon as an original copy thereof.

Attention: Tyler Mosher
Tenant Email: canplantsolutions@gmail.com

Attention: Ms. Kaori Zage
Landlord Email: kaorizage@mac.com
Landlord Address for notification: 217-2063 Lake Placid Road, Whistler BC, V8E 0B6

27. CONDITION TO LEASE

This Offer to Lease is conditional for a period of **ninety (90) days** from the day of mutual acceptance of this Offer on the Tenant receiving approval from RMoW for the Temporary Use Permit for Cannabis (the "Condition to Lease"). If the Condition to Lease has not been satisfied within this period, then this Offer to Lease shall extend at a time period to be mutually agreed upon by Tenant and Landlord at a daily rate of \$85/day payable to the Landlord. Such payment shall not be refundable. In total, this time period shall not be more than one hundred and twenty (120) days from the day of mutual acceptance of this Offer (the "Condition Period").

The Landlord shall provide access to the Premises (with adequate notice, as required) for the Tenant to view the Premises.

If the Landlord is delayed in delivering any of the items under Landlord's Work, above, including the Lease incorporating all terms of this Offer, then the Condition Period shall be extended automatically to account for the period of such delay. If at the earlier of Tenant being denied for a Temporary Use Permit for Cannabis or by the end of the Condition Period, as may be extended the Deposit shall be returned to the Tenant in full, without deduction, within five (5) business days and this Offer (and ensuing lease) shall be null and void and of no further force or effect without any recourse whatsoever by either party against the other. Tenant should advise Landlord in writing as to the result of it's bid for the Temporary use Permit for Cannabis as early as practicable.

28. NO REPRESENTATION

It is further understood that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to the Offer or to the Premises except as expressly set out in the Offer. The Offer may not be modified except by an agreement in writing executed by the Landlord and the Tenant.

This Offer to Lease is open for acceptance by the Landlord until 5 PM PST on March 6, 2023 after which if not accepted, it will become null and void, and of no further effect.

②

SIGNED, SEALED AND DELIVERED

) 1392484 B.C. Ltd.
) GST N [REDACTED]
)
) per: [REDACTED]
)
)
)
)

We have the authority to bind the Corporation.

The Landlord hereby accepts the terms of this Offer on the ____ day of _____, 2023.

SIGNED, SEALED AND DELIVERED

) Whistler Tenant Corp.
) GST N [REDACTED]
) (the "L"
)
) per: [REDACTED]
) Name: [REDACTED]
) Title: [REDACTED]
)
) per: [REDACTED]
) Name: [REDACTED]
) Title: [REDACTED]

I/We have the authority to bind the Corporation.

The following schedules form a part of this Offer:

Schedule "A" - Plan of Property

