

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 554

, Approved and Ordered

September 20, 2020

  
Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that approval is given to the Attorney General and the Minister of Finance to enter into, on behalf of the government, an agreement with the Williams Lake First Nation that is substantially in the form attached to this order.



Presiding Member of the Executive Council

---

*(This part is for administrative purposes only and is not part of the Order.)*

Authority under which Order is made:

Act and section: Cannabis Control and Licensing Act, S.B.C. 2018, c. 29, s. 119

Other: \_\_\_\_\_

THIS AGREEMENT is dated for reference the 20th day of September, 2020

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Public Safety and Solicitor General, Minister of  
Finance and Deputy Premier and the Attorney General ("BC")

AND

WILLIAMS LAKE FIRST NATION ("WLFN")

(Collectively, the "Parties", and individually, a "Party")

Whereas:

- A. WLFN is an Indigenous Nation and has rights recognized and affirmed under section 35 of the *Constitution Act, 1982*, and the United Nations Declaration on the Rights of Indigenous Peoples;
- B. On July 1, 2014, the land code of WLFN came into force on WLFN reserve land, including on San Jose Indian Reserve No. 6, Cariboo District;
- C. Canada enacted the *Cannabis Act*, S.C. 2018, c. 16, and amended the *Criminal Code*, R.S.C. 1985, c. C-46, to provide legal access to cannabis and to control and regulate its production, distribution and sale;
- D. The *Cannabis Act* enables the possession or sale of non-medical cannabis if the person is authorized to sell cannabis under a provincial act that contains legislative measures including that the person authorized to sell cannabis:
  - (i) only sell cannabis that has been produced by a person authorized under the *Cannabis Act* to produce for commercial purposes;
  - (ii) not sell cannabis to young persons;
  - (iii) keep appropriate records respecting their activities in relation to cannabis possessed for a commercial purpose; and
  - (iv) take adequate measures to reduce the risk of cannabis that they possess for commercial purposes being diverted to an illicit market or activity;
- E. BC enacted the Provincial Cannabis Laws;
- F. Under section 119 of the *Cannabis Control and Licensing Act* the minister may enter into an agreement with an Indigenous Nation relating to the sale of cannabis;

- G. WLFN intends to own and operate one or more cannabis retail stores on its reserve land and is interested in owning and operating several other cannabis retail stores throughout BC, either independently or together with other Indigenous Nations. BC is supportive of WLFN's interest in the cannabis retail market;
- H. WLFN is also interested in owning and operating a production facility on its reserve land and BC is supportive of WLFN's interest in cannabis production and is continuing to consider related policy issues;
- I. The Parties have reached agreement on WLFN participation in the British Columbia non-medical cannabis retail framework based on cooperation and respect and wish to enter into an agreement under section 119 of the *Cannabis Control and Licencing Act*;
- J. The Parties are committed to a government to government relationship and have common objectives relating to public health and safety, social responsibility, protecting young people, security, deterring illicit activity in relation to cannabis and supporting socio-economic development in the context of cannabis regulation;
- K. The Parties acknowledge that compliance and enforcement activities are an important component relating to the policy objectives of cannabis regulation and that established practices guide compliance and enforcement activities;
- L. The Parties are committed to working together to optimize timely decision making; and
- M. The Parties have provided information and undertaken research and investigation during the process of negotiating this Agreement to support their common policy objectives and comply with the requirements of the *Cannabis Act* and any applicable Provincial Cannabis Laws.

Therefore, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually covenant and agree as follows:

## **1. Interpretation and Definitions**

### **1.1. In this Agreement including the Preambles:**

**“Administrator”** means the administrator appointed under the *Cannabis Distribution Act*;

**“Authorization”** means an authorization to sell cannabis issued by the General Manager pursuant to this Agreement to the WLFN Operating Entity or the WLFN Production Entity;

**“Designated Official”** means the official designated by a Party to act as that Party's representative for the purposes of this Agreement, and includes a delegate of the official;

**“General Manager”** means the general manager appointed under the *Cannabis Control and Licencing Act*;

**“Licensed Producer Supply Agreement for Non-Medical Cannabis”** means the agreement, as may be amended from time to time, entered into by the Administrator and a producer of non-medical cannabis that includes the rights and obligations of the parties, including but not limited to the right of the Administrator to set wholesale prices and charge markup;

**“Micro-Cultivation Licence”** means a micro-cultivation licence issued pursuant to the *Cannabis Regulations*, SOR/2018-144;

**“Micro-Processing Licence”** means a micro-processing licence issued pursuant to the *Cannabis Regulations*, SOR/2018-144;

**“Production Facility”** means the single micro-cultivation and micro-processing production facility operated by the WLFN Production Entity located on the land legally described as Lot 2 Remainder, San Jose Indian Reserve No. 6, Cariboo District, 68329 CLSR;

**“Provincial Cannabis Laws”** means the *Cannabis Distribution Act*, S.B.C. 2018, c. 28, the *Cannabis Control and Licensing Act*, S.B.C. 2018, c. 29, the *Cannabis Control and Licensing Transitional Regulation*, B.C. Reg. 203/2018, the *Cannabis Licensing Regulation*, B.C. Reg. 202/2018, the *Cannabis Control Regulation*, B.C. Reg. 204/2018, and the *Worker Qualification Regulation*, B.C. Reg. 214/2018; and any new regulations passed under the *Cannabis Control and Licensing Act* and *Cannabis Distribution Act*;

**“Qualified Partner Indigenous Nation”** means a British Columbia Indigenous Nation that publicly affirms the common objectives identified in Preambles J and K of this Agreement and supports compliance and enforcement of the Provincial Cannabis Laws on lands subject to its jurisdiction;

**“Qualified Partner Indigenous Nation Entity”** means an entity comprised of one or more of:

- (a) a Qualified Partner Indigenous Nation;
- (b) a corporation in which all of the shares and capital are legally and beneficially owned and controlled by one or more Qualified Partner Indigenous Nations;
- (c) a limited partnership comprised solely of one or more Qualified Partner Indigenous Nations and one or more corporations referred to in (b) above; or
- (d) a combination of one or more of the entities referred to in subparagraphs (a) to (c) above provided that such entity is directly and indirectly owned and controlled by one or more Qualified Partner Indigenous Nations;

**“Retail Authorized Store”** means a cannabis retail store for which the WLFN Retail Operating Entity may be authorized to sell cannabis and that is located on WLFN reserve land, but does not include the WLFN Retail Store;

**“Retail Licensed Store”** means a cannabis retail store for which the WLFN Retail Operating Entity or a WLFN Related Operating Entity may be licensed to sell cannabis and that is not located on WLFN reserve land;

**“Retail Production Store”** means the cannabis retail store for the Production Facility for which the WLFN Production Entity may be authorized to sell cannabis;

**“WLFN Production Entity”** means Sugar Cane Cannabis Limited Partnership, a limited partnership comprised solely of WLFN and the WLFN Retail Corporation which holds one Micro-Cultivation Licence and one Micro-Processing Licence and whose partnership agreement includes a requirement of compliance with this Agreement, and which is in the business of:

- (a) producing cannabis under its Micro-Cultivation Licence and Micro-Processing Licence; and
- (b) if authorized, operating the Retail Production Store;

**“WLFN Related Operating Entity”** means a:

- (a) corporation in which:
  - (i) WLFN, the WLFN Retail Corporation or the WLFN Retail Operating Entity legally and beneficially hold at least 51% of the shares and capital in such corporation; and,
  - (ii) one or more Qualified Partner Indigenous Nation Entities legally and beneficially hold the remaining shares and capital in such corporation; or
- (b) a partnership in which:
  - (i) WLFN, the WLFN Retail Corporation or the WLFN Retail Operating Entity legally and beneficially hold at least a 51% interest in such partnership; and
  - (ii) one or more Qualified Partner Indigenous Nation Entities legally and beneficially hold the remaining interest in such partnership,

and which is in the business of operating one or more Retail Licensed Stores;

**“WLFN Retail Corporation”** means Unity Cannabis Ltd., a corporation of which all shares and capital are legally and beneficially owned and controlled by WLFN;

**“WLFN Retail Operating Entity”** means Unity Cannabis Limited Partnership, which is a limited partnership comprised solely of WLFN and the WLFN Retail Corporation, and which is in the business of operating the WLFN Retail Store and one or more Retail Authorized Stores and Retail Licensed Stores, and whose partnership agreement includes a requirement of compliance with this Agreement;

**“WLFN Retail Store”** means the cannabis retail store located on the land legally described as Lot 4, San Jose Indian Reserve No. 6, Cariboo District, 68329 CLSR; and

**“WLFN Rules”** means the rules adopted by WLFN and referenced in an Authorization.

- 1.2. Words and expressions in this Agreement have the same meaning as in the Provincial Cannabis Laws.
- 1.3. Subject to section 3.3, 4.5, 5.4, 5.5, 5.6, 5.7, 9.1, 10.1, 10.2, 11.1 and 11.2 of this Agreement, the Provincial Cannabis Laws apply in the same manner to an application for an Authorization, an Authorization, the WLFN Retail Operating Entity, a WLFN Related Operating Entity and the WLFN Production Entity as the Provincial Cannabis Laws apply with respect to an application for a cannabis retail store licence, a cannabis retail store licence and a cannabis retail store licensee, including the payment of fees, charges and other amounts, compliance and enforcement, the keeping of records by the WLFN Retail Operating Entity, a WLFN Related Operating Entity and the WLFN Production Entity and government access to those records.
- 1.4. Nothing in this Agreement alters the Provincial Cannabis Laws with respect to medical cannabis or industrial hemp. For certainty, the cannabis retail stores, authorized or licensed, referenced in this Agreement are non-medical cannabis retail stores.
- 1.5. Nothing in this Agreement precludes the WLFN Production Entity from acquiring a licence for sale for medical purposes under the *Cannabis Act*.
- 1.6. In this Agreement unless otherwise specified, a reference to a statute or regulation by name means the statute or regulation of British Columbia or Canada by that name, and each reference to a statute or regulation of British Columbia or Canada means as amended or replaced from time to time.
- 1.7. In this Agreement, a meeting includes a gathering in person or not in person if communication is enabled through the telephone or other electronic methods.
- 1.8. In this Agreement, unless the context otherwise requires, words expressed in the singular include the plural and vice versa.

## **2. General Covenants**

- 2.1. The Parties acknowledge and agree that this Agreement is made under section 119 of the *Cannabis Control and Licensing Act*.
- 2.2. Each Party will advise the other of the name, title and contact information of that Party's Designated Official and promptly provide notice of any changes that may arise from time to time.
- 2.3. WLFN will ensure that the WLFN Retail Operating Entity, a WLFN Related Operating Entity and the WLFN Production Entity will only sell cannabis that has been produced by a federal producer as defined in the *Cannabis Control and Licensing Act* and is distributed under the *Cannabis Distribution Act*.

- 2.4. For clarity, nothing in this Agreement or an Authorization allows for the sale of cannabis to minors.

## **Authorizations**

### **3. Applications for Authorizations**

- 3.1 WLFN will ensure that the WLFN Retail Operating Entity and the WLFN Production Entity, as applicable, provide to the appropriate statutory decision makers all information and documentation required, requested or relevant to licensing and applications for licensing, including information and documentation under section 22 or 23 of the *Cannabis Control and Licensing Act* and section 18 of the *Cannabis Licensing Regulation*.
- 3.2 After the statutory decision makers have made all appropriate determinations respecting the necessary application assessments, including the fit and proper assessment, and are satisfied with the eligibility of the WLFN Retail Operating Entity or the WLFN Production Entity, as applicable, to be authorized to possess and sell cannabis at the WLFN Retail Store, the Retail Authorized Store or the Retail Production Store, as applicable, then the General Manager will provide to the WLFN Retail Operating Entity or the WLFN Production Entity, as applicable, confirmation of approval in principle of such Authorization.
- 3.3 Section 33 of the *Cannabis Control and Licensing Act* does not apply to the decision of the General Manager to authorize the WLFN Retail Store, a Retail Authorized Store or Retail Production Store located on WLFN reserve land.

### **4. WLFN Retail Store and Retail Authorized Stores**

- 4.1. Subject to the terms of the Agreement, the General Manager will forthwith, upon payment of applicable fees as set forth in the Provincial Cannabis Laws, provide to the WLFN Retail Operating Entity an Authorization to possess and sell cannabis at the WLFN Retail Store.
- 4.2. Upon receipt of a request from the WLFN Retail Operating Entity, and subject to the General Manager being satisfied the request is consistent with requirements of the Provincial Cannabis Laws, the terms of this Agreement and the payment of applicable fees, the General Manager may issue further Authorizations to the WLFN Retail Operating Entity for Retail Authorized Stores on WLFN reserve land.
- 4.3. WLFN will ensure that the document respecting the Authorization is posted in a conspicuous place in the WLFN Retail Store or Retail Authorized Stores, as applicable.
- 4.4. The General Manager may impose as a term and condition of an Authorization for the WLFN Retail Store and Retail Authorized Stores a requirement that the WLFN Retail Operating Entity comply with the WLFN Rules.

- 4.5. The limitations by the General Manager on when sales of cannabis may take place under section 5(1)(m) of the *Cannabis Licensing Regulation* are not applicable to the WLFN Retail Store and Retail Authorized Stores.

**5. Retail Production Store**

- 5.1 If the WLFN Production Entity meets the requirements set out in section 12.1, BC intends to permit the WLFN Production Entity to conduct retail sales of cannabis from the Retail Production Store, subject to section 5.2 below and to the General Manager being satisfied the request for an Authorization is consistent with requirements of the Provincial Cannabis Laws, the terms of this Agreement and the payment of applicable fees.
- 5.2 The Parties do not anticipate that the WLFN Production Entity will sell cannabis from the Retail Production Store prior to 2021 and the Designated Officials will work to resolve any issues related to the implementation of section 12.1.
- 5.3 The Designated Officials will discuss the interest of WLFN in direct delivery of cannabis product from the Production Facility to the WLFN Retail Store or Retail Authorized Store.
- 5.4 Sections 4.3, 4.4 and 4.5 of this Agreement will also apply to a Retail Production Store.
- 5.5 Notwithstanding section 5(1)(q) of the *Cannabis Licensing Regulation*, the Retail Production Store may share an entrance or exit with the Production Facility and there may be a door connecting the Retail Production Store to the Production Facility.
- 5.6 Notwithstanding the terms and conditions issued by the general manager under section 32(1)(d)(ii) of the *Cannabis Control and Licensing Act*, the WLFN Production Entity may advertise and brand the Retail Production Store in a manner that indicates an association with the Production Facility.
- 5.7 Notwithstanding section 5(1)(a) of the *Cannabis Licensing Regulation*, the WLFN Production Entity may sell regionally produced Indigenous arts and crafts from the Retail Production Store provided that the WLFN Production Entity will not:
- (a) sell any edible or consumable arts and crafts; or
  - (b) barter, trade or provide store credit to artisans whose arts and crafts are sold at the Retail Production Store.

The parties acknowledge and agree that the purpose of this provision is to provide an opportunity for regional Indigenous artisans to display and sell their arts and crafts at the Retail Production Store and to highlight the artistic skills of regional Indigenous artisans. For the purpose of determining which goods may qualify as arts and crafts under this section 5.7, the WLFN Production Entity may consult with the Designated Official to ensure that the spirit and intent of this provision is upheld throughout the term of this Agreement.



## **Licences**

### **6. Applications for Licences - WLFN Retail Operating Entity**

- 6.1 The Parties acknowledge that WLFN is intending to seek authority to open cannabis retail stores in a variety of communities in British Columbia outside of the San Jose Indian Reserve No. 6, Cariboo District, and that the WLFN Retail Operating Entity may apply for and obtain licences respecting other locations in British Columbia.
- 6.2 In considering the applications referred to in section 6.1, the General Manager will consider information, investigations and determinations that were previously received or made in respect of the WLFN Retail Operating Entity to avoid duplication of process and support efficient and timely decision making.
- 6.3 The General Manager will make decisions on the applications for licences by the WLFN Retail Operating Entity as soon as practicable.

### **7. Applications for Licences - WLFN Related Operating Entity**

- 7.1 The Parties acknowledge that WLFN may wish to enter into a business relationship with one or more Qualified Partner Indigenous Nations to open other cannabis retail stores in British Columbia and that a WLFN Related Operating Entity may apply for and obtain licences respecting other locations in British Columbia.
- 7.2 Prior to submitting an application referred to in section 7.1, WLFN may consult with the Designated Official to confirm that the Indigenous Nation is a Qualified Partner Indigenous Nation and that the corporate structure proposed qualifies as a Qualified Partner Indigenous Nation Entity and a WLFN Related Operating Entity for the purposes of this Agreement.
- 7.3 The Parties acknowledge that the Qualified Partner Indigenous Nation Entity will be required to provide to the appropriate statutory decision makers all information and documentation required, requested or relevant to licensing and applications for licensing, including information and documentation under section 22 or 23 of the *Cannabis Control and Licensing Act* and section 18 of the *Cannabis Licensing Regulation*.
- 7.4 In considering the applications referred to in section 7.1, the General Manager will also consider information, investigations and determinations that were previously received or made in respect of the WLFN Retail Operating Entity to avoid duplication of process and support efficient and timely decision making.
- 7.5 The General Manager will make decisions on the applications for licences by a WLFN Related Operating Entity as soon as practicable.

**8. Retail Licensed Stores - WLFN Related Operating Entity**

- 8.1. A Qualified Partner Indigenous Nation Entity may from time to time transfer, sell or otherwise dispose of its interest in a WLFN Related Operating Entity to:
- (a) WLFN, the WLFN Retail Corporation or the WLFN Retail Operating Entity; or
  - (b) another Qualified Partner Indigenous Nation Entity.
- 8.2. For the purposes of 8.1(b) above, prior to a change of ownership, WLFN or a WLFN Related Operating Entity may consult with the Designated Official to confirm that a potential purchaser of a legal or beneficial interest in the WLFN Related Operating Entity is a Qualified Partner Indigenous Nation and that the corporate structure proposed qualifies as a Qualified Partner Indigenous Nation Entity and will continue to be a WLFN Related Operating Entity after such sale or disposition.
- 8.3. A corporation or partnership, as applicable, will cease to be a WLFN Related Operating Entity as a result of:
- (a) the Qualified Partner Indigenous Nation Entity, WLFN, the WLFN Retail Corporation or the WLFN Operating Entity transferring, selling, or otherwise disposing of some or all of its legal or beneficial interest in the WLFN Related Operating Entity to a person that is not a Qualified Partner Indigenous Nation Entity, WLFN, the WLFN Retail Corporation or the WLFN Operating Entity; or
  - (b) WLFN, the WLFN Retail Corporation or the WLFN Retail Operating Entity ceasing to hold at least a 51% legal and beneficial interest in such corporation or partnership,

and, upon becoming aware of this event, the Designated Official will provide written notice confirming this event to WLFN and the WLFN Related Operating Entity and advise that the licence issued to such WLFN Related Operating Entity will be dealt with by the General Manager in accordance with Provincial Cannabis Laws.

**9. Prepaid Purchase Cards**

- 9.1 Notwithstanding section 5(1)(a)(iv) of the *Cannabis Licensing Regulation*, prepaid purchase cards may be sold in cannabis retail stores authorized or licensed to the WLFN Retail Operating Entity or a WLFN Related Operating Entity for use in cannabis retail stores authorized or licensed to the WLFN Retail Operating Entity or a WLFN Related Operating Entity.

**10. Tied-House Rule**

- 10.1 Subsections 26(4) (b) and (c) of the *Cannabis Control and Licensing Act* do not apply to a decision of the General Manager to issue, renew or amend an Authorization of the WLFN Retail Store, Retail Authorized Store or the Retail Production Store or to licence or renew a licence of a Retail Licensed Store.

- 10.2 If the WLFN Production Entity meets the requirements set out in section 12.1, then notwithstanding:
- (a) section 26(4)(a) of the *Cannabis Control and Licensing Act*, the General Manager may issue to the WLFN Production Entity an Authorization for the Retail Production Store; and
  - (b) section 50(1) of the *Cannabis Control and Licensing Act*, the WLFN Production Entity may sell cannabis produced by the WLFN Production Entity at the Retail Production Store to the exclusion of cannabis produced by any other federal producer.

## 11. Licence Cap and Moratorium

- 11.1. Subject to section 11.2 below, the licence cap of eight cannabis retail store licences referred to in sections 6(3), 6(4) and 6(5) of the *Cannabis Licensing Regulation* will be the greater of eight cannabis retail store licences and authorizations combined and the number of cannabis retail store licences that may be permitted from time to time under the *Cannabis Licensing Regulation*.
- 11.2. BC may from time to time impose a moratorium on licenses for new cannabis retail stores in all or part of British Columbia. In the event that BC declares a moratorium on licences for new cannabis retail stores in all or part of British Columbia, such moratorium will not fully apply to the WLFN Retail Operating Entity or the WLFN Related Operating Entity until October 17, 2025, and will not at any time apply to:
- (a) an application for an authorization by the WLFN Retail Operating Entity for a Retail Authorized Store; or
  - (b) an application for an authorization by the WLFN Production Entity for a Retail Production Store,

provided that if the WLFN Retail Operating Entity or the WLFN Related Operating Entity sells, transfers or assigns any of its cannabis retail store licenses during the moratorium, they will not be able to replace those licences with new cannabis retail store licences during the moratorium.

## 12. Non-Medical Cannabis Production

- 12.1 If the WLFN Production Entity obtains a Micro-Cultivation Licence and a Micro-Processing Licence under the *Cannabis Act*, S.C. 2018, c. 16 and the WLFN Production Entity wishes to sell non-medical cannabis that it produces:
- (a) directly from the Retail Production Store, then the Administrator may require the WLFN Production Entity to enter into an agreement relating to retail sales directly from the Retail Production Store on the same terms and conditions as the Administrator's standard agreement for retail sales from a micro-cultivation and micro-processing facility, with the exception that the Administrator may amend or

include additional terms and conditions that it considers necessary to implement this Agreement; or

- (b) to the Administrator, then the Administrator may require the WLFN Production Entity to enter into an agreement to purchase non-medical cannabis on the same terms and conditions as the Administrator's standard Licensed Producer Supply Agreement for Non-Medical Cannabis, with the exception that the Administrator may amend or include additional terms and conditions that it considers necessary to implement this Agreement.

For certainty, the standard agreements referenced above in sections 12.1(a) and (b) will include, without limitation, terms and conditions to address the risk of cannabis being diverted to an illicit market or activity, record keeping and government access to those records.

- 12.2 If the WLFN Production Entity meets the requirements set out above in section 12.1, the Administrator will, if reasonably satisfied that the product quality and price fit existing demand, make commercially reasonable efforts to procure such amount of non-medical cannabis as is consistent with wholesale demand.

### 13. **Compliance and Enforcement**

- 13.1 The Parties will pursue opportunities for training or employment of WLFN members in compliance and enforcement of the Provincial Cannabis Laws.
- 13.2 WLFN will support compliance with and enforcement of the Provincial Cannabis Laws.

### 14. **Periodic Review**

- 14.1 Subject to agreement otherwise, the Designated Officials will meet at least semi-annually during the first two years that this Agreement is in force and effect and thereafter at least annually to review this Agreement, review matters related to the implementation of this Agreement and consider potential amendments.
- 14.2 Nothing in this Agreement, including the sections relating to non-medical cannabis production, is intended to exclude WLFN from being eligible to participate in new or revised opportunities relating to cannabis that may be developed by BC in the future and that would otherwise be applicable to WLFN as a cannabis retailer or producer.
- 14.3 If within ten years of the date of this Agreement, BC, pursuant to section 119 of the *Cannabis Control and Licensing Act*, enters into an agreement with another Indigenous Nation that has provisions not addressed in this Agreement, BC, on the request of WLFN, will negotiate and attempt to reach agreement with WLFN to amend this Agreement, taking into account Provincial Cannabis Laws, provisions in this Agreement that are not addressed in the agreement with the other Indigenous Nation, and the particular circumstances of the agreement with the other Indigenous Nation. The Parties may also discuss the replacement of provisions in this Agreement with provisions that are similar to provisions included in a section 119 agreement with another Indigenous Nation.

**15. Term**

15.1 This Agreement does not come into effect until it is signed by both Parties and approved by Order in Council.

15.2 In the event that:

- (a) WLFN transfers, sells or otherwise disposes of its legal or beneficial right, title or interest in the WLFN Retail Corporation or a person other than WLFN acquires an interest in the WLFN Retail Corporation;
- (b) WLFN or the WLFN Retail Corporation transfers, sells or otherwise disposes of their legal or beneficial right, title or interest in the WLFN Retail Operating Entity or a person other than WLFN and the WLFN Retail Corporation acquires an interest in the WLFN Retail Operating Entity;
- (c) WLFN or the WLFN Retail Corporation transfers, sells or otherwise disposes of their legal or beneficial right, title or interest in the WLFN Production Entity or a person other than WLFN and the WLFN Retail Corporation acquires an interest in the WLFN Production Entity; or
- (d) the WLFN Operating Entity or the WLFN Production Entity amends its partnership agreement to effectively waive the requirement of compliance to this Agreement or changes its partners,

then BC will provide notice to WLFN that this Agreement will terminate on the date set out in such notice.

15.3 If the Agreement terminates pursuant to section 15.2, then all of the Authorizations issued under this Agreement will terminate and the licences will be dealt with by the General Manager in accordance with Provincial Cannabis Laws relating to change of ownership of a licensee, and any ancillary agreements made pursuant to this Agreement (i.e. standard agreement relating to direct sale by the WLFN Production Entity and the Licensed Producer Supply Agreement for Non-Medical Cannabis) will be dealt with in accordance with the usual contract practices of the applicable branches of government.

**16. Confidentiality**

16.1 The Parties will provide to each other access to information that is necessary for the implementation of this Agreement.

16.2 The Parties acknowledge that some knowledge or information related to this Agreement may be confidential or sensitive in nature, including relating to business interests.

16.3 If WLFN shares confidential knowledge or information with the Designated Official for the purposes of this Agreement and that information is identified in writing as confidential or sensitive:

- (a) BC will make all reasonable efforts to prevent the disclosure of that information to the public or third parties, subject to the *Freedom of Information and Protection of Privacy Act* or as otherwise required by law; and
  - (b) If BC receives a request under the *Freedom of Information and Protection of Privacy Act* for disclosure of confidential knowledge or information related to this Agreement received from the WLFN Designated Official, BC will provide WLFN with written notice of the request and the opportunity, and a reasonable time, to express any views regarding the requested disclosure.
- 16.4 If BC shares information with the WLFN Designated Official for the purposes of this Agreement and that information is identified in writing as confidential or sensitive:
  - (a) BC will assist the Designated Official in determining the use, security, level of sensitivity and interpretation of such information and terms under which that information may be reproduced or shared, in whole or in part, with any other party; and
  - (b) WLFN and the Designated Official will make all reasonable efforts to prevent the unauthorized disclosure of such information.
- 16.5 This Part does not apply to information that is already in the public domain or provided to BC pursuant to reporting requirements under the Provincial Cannabis Laws.
- 16.6 For certainty, this Agreement is not an agreement for the disclosure of cannabis records and information under section 14 of the *Cannabis Distribution Act*.
- 17. **Amendment of Agreement**
- 17.1 An amendment to this Agreement must be in writing and is subject to section 119 of the *Cannabis Control and Licensing Act* and will not come into effect until it is signed by both Parties and approved by Order in Council.
- 18. **Dispute Resolution**
- 18.1 The Parties, through their Designated Officials, will endeavour to resolve disputes that may arise about this Agreement or its interpretation in a cooperative, effective and timely manner that fosters an improved, ongoing and respectful government to government relationship between the Parties.
- 18.2 The Parties agree to the following process to resolve Disputes:
  - (a) if the Parties are unable to resolve disputes respecting the interpretation or implementation of this Agreement, a Party may provide in writing a full description of the disagreement and within 20 days of receipt of the description of dispute the Assistant Deputy Minister or the Executive Lead to whom the Designated Official reports to and the Chief Administrative Officer of WLFN will meet to attempt to resolve the issue;

- (b) if the dispute remains unresolved after the process provided for under section 18.2(a), the dispute may be referred to the Deputy to whom the Designated Official reports and the Chief of WLFN for resolution at a meeting held within 30 days of referral; and
  - (c) if the dispute remains unresolved after the process provided for under section 18.2(b), by mutual agreement the parties may undertake non-binding facilitation or mediation, or both, under terms agreeable to both Parties.
- 18.3 Nothing in this Part 18 prevents a Party from commencing judicial proceedings or the termination of the Agreement under section 15.2.
19. **Notice**
- 19.1 Where in this Agreement written notice is required to be given by either of the Parties, it will be effectively given by:
- (a) delivery to the address of the Party set out below, on the date of delivery;
  - (b) pre-paid registered mail to the address of the Party mentioned in this Agreement, on the date the registered mail is delivered; or
  - (c) electronic mail (email) to the email address of the individual identified by each Party to receive email notices under this Agreement with the subject line to state “WLFN Cannabis Agreement”, on the date the email is sent.
- 19.2 The address and email addresses of the Parties are as follows:

**WLFN:**

Williams Lake First Nation  
Band Office  
2672 Indian Drive  
Williams Lake, BC V2G 5K9

Attention: Kirk Dressler  
Email: [Kirk.Dressler@williamslakeband.ca](mailto:Kirk.Dressler@williamslakeband.ca)

**BC:**

Ministry of Public Safety and Solicitor General  
Cannabis Legalization and Regulation Secretariat  
P.O. Box 9237  
Victoria, BC V8W 9J1

Attention: Diana Moffat  
Email: [Diana.Moffat@gov.bc.ca](mailto:Diana.Moffat@gov.bc.ca)

Either Party may, from time to time, give written or email notice to the other of any change of address or email address of the Party giving such notice and after the giving of such notice, the address or email address therein specified will, for the purpose of this Agreement, be conclusively deemed to be the address or email address of the Party giving such notice.

20. **General**

- 20.1 This Agreement may be executed in any number of counterparts. Each counterpart when so executed will be deemed to be an original and all of which together will constitute one and the same agreement.
- 20.2 This Agreement does not change or affect the positions either Party has, or may have, regarding its jurisdiction, responsibilities or decision-making authority, nor is it to be interpreted in a manner that would unlawfully interfere with decision-making authority.
- 20.3 This Agreement may not be assigned, in whole or in part, by either Party.
- 20.4 If any provision of this Agreement is declared or held to be void, voidable, invalid, illegal or unenforceable for whatever reason, the provision shall be severed from the remainder of the Agreement but all other provisions of this Agreement will remain in full force and effect and will be construed as if this Agreement had been executed without the invalid, illegal or unenforceable portion.

HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,  
as represented by:

---

Honourable Mike Farnworth  
Minister of Public Safety and Solicitor General

---

Date

---

Honourable Carole James  
Minister of Finance and Deputy Premier

---

Date



---

Honourable David Eby  
Attorney General

---

Date

WILLIAMS LAKE FIRST NATION, as  
represented by:

---

Chief Willie Sellars  
Williams Lake First Nation

---

Date