



Citation: 2023 BCSECCOM 17

## Settlement Agreement

### Tavistock Capital Corp. and Robert John Lawrence

#### *Securities Act, RSBC 1996, c. 418*

- ¶ 1 The Executive Director of the British Columbia Securities Commission (the Executive Director) and Tavistock Capital Corp. (Tavistock) and Robert John Lawrence (Lawrence) agree as follows:

#### **Agreed Statement of Facts**

##### ***Background***

1. Tavistock and Lawrence are respondents in the Amended Notice Of Hearing dated April 28, 2021 cited at 2021 BCSECCOM 164 (the Amended NOH).
2. Tavistock is a British Columbia company.
3. Lawrence was a resident of British Columbia and a director of Tavistock at the relevant time.
4. Issuer I in the Amended NOH is a company listed on the Canadian Securities Exchange.

##### ***Misconduct***

5. Issuer I raised funds by way of a private placement in July 2018 (the Private Placement).
6. At or around the time of the Private Placement, certain persons, including Tavistock, entered into consulting agreements with Issuer I pursuant to which they received prepaid consulting fees.
7. Issuer I paid most of the funds raised in the Private Placement to these consultants as consulting fees.
8. The fact that most of the funds raised in the Private Placement were paid out to the consultants was a material fact or change with respect to Issuer I (the Material Information).
9. Tavistock entered into transactions involving securities of Issuer I with knowledge of the Material Information and at a time when the Material Information had not been generally disclosed (Transactions). Tavistock purchased shares of Issuer I for \$625,000 as part of the Private Placement (the Shares), and sold the Shares in the



Transactions for \$285,418. At the time of the Transactions, neither Tavistock nor Lawrence appreciated that the Material Information constituted a material fact or change.

10. At the time of the Transactions, Tavistock was a consultant of Issuer I and, as such, was in a special relationship with Issuer I.
11. By entering into the Transactions while in a special relationship with Issuer I and knowing the generally undisclosed Material Information, Tavistock contravened section 57.2(2) of the Act.
12. As Tavistock's director, Lawrence authorized or permitted Tavistock's contravention of section 57.2(2) of the Act and therefore contravened the same provision by operation of section 168.2 of the Act.

***Mitigating factors***

13. Tavistock and Lawrence cooperated with the Executive Director's investigation and made the admissions set out in this agreement prior to the commencement of the hearing of this matter, which has resulted in a savings of time and costs.
14. Tavistock and Lawrence have no prior securities disciplinary history.

***Public Interest***

15. It is in the public interest that the Executive Director issue orders under section 161 of the Act.

***Undertakings***

16. Tavistock and Lawrence undertake to jointly pay \$200,000 to the Commission in respect of settlement of this matter, which sum is due and payable immediately without further demand.

**Order**

¶ 2 The Executive Director will issue an order (the Order) that:

1. Tavistock is prohibited for three years, under section 161(1)(b)(ii) of the Act, from purchasing, any securities or exchange contracts of any reporting issuer with whom it is in a special relationship.
2. Lawrence is prohibited for three years, under section 161(1)(b)(ii) of the Act, from purchasing, any securities or exchange contracts of any reporting issuer with whom he is in a special relationship.



**Consent to Regulatory Orders**

¶ 3 Tavistock and Lawrence consent to a regulatory order made by any provincial or territorial securities regulatory authority in Canada containing any or all of the Order set out in paragraph ¶2 above.

**Purpose**

¶ 4 Tavistock and Lawrence have entered into this agreement to resolve the enforcement proceeding commenced against them in the Amended NOH and for the purpose of any regulatory Orders made under paragraph ¶3 by any provincial or territorial securities regulatory authority in Canada, but not for any other purpose.

**Waiver**

¶ 5 Tavistock and Lawrence waive any right they may have, under the Act or otherwise, to a hearing, hearing and review, judicial review or appeal related to, in connection with, or incidental to this settlement.

**Counterpart**

¶ 6 This Settlement Agreement may be signed in counterpart and all such counterparts of signed copies, whether delivered electronically or otherwise, shall be read or construed together as if they formed one originally executed document.

¶ 7 January 10 , 2023

¶ 8 Robert J. Lawrence  
**Tavistock Capital Corp.**  
(Per Robert J. Lawrence  
Signing Authority)

Redacted )  
Witness Signature )  
Redacted )  
Witness Name (please print) )  
Redacted )  
Redacted )  
Address )  
Redacted )  
Occupation )

¶ 9 Robert J. Lawrence  
**Robert John Lawrence**



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Occupation )

*Peter J Brady*  
*Jan 12 2023 9:22 AM -08:00*

¶ 10 Peter J. Brady  
Executive Director