

**THE WESTIN RESORT & SPA, WHISTLER  
STRATA PLAN LMS 4089  
LAWYERS INFORMATION PACKAGE  
Updated March 28, 2022**

**Index:**

- Disclaimer – Page 1
- Description of the Development – Page 1
- Calculation of Unit Revenue and Expense Share – Page 2
- Operating Plan and Budget – Page 2
- Hotel Investors Statement – explanation of line items – Page 3 - 5
- Questions and Answers:
  - Property Tax payment – Page 5
  - Insurance – Page 5
- Definitions and Interpretation:
  - FF&E Reserve – Page 5
  - Interest Upon Destruction (IUD) – Page 5
  - Operating Plan and Budget – Page 5
  - Unit Share Ratio – Page 5
- Appendix A - Hotel Investors Statement (HIS) – Page 6
- Appendix B - Conveyancing Procedures for the Sale / Purchase of a Westin Whistler Unit – Page 7 - 9
- Purchaser Statement of Adjustments – Page 10
- Vendor Statement of Adjustments – Page 11
- Interim Statement of Adjustment – Page 12
- Final Statement of Adjustment – Page 13
- Appendix C-Assignment and Assumption of Hotel Management and Rental Pool Agreement–Page 14 - 17

**Disclaimer:**

This document is prepared for information purposes only. No responsibility is assumed for matters of a legal nature.

**Description of the Development:**

The Westin Resort & Spa, Whistler (WRS) is a first-class hotel in the Resort Municipality of Whistler. The Westin Resort & Spa consists of 588 strata lots, 419 of which are used as hotel suites, two are used for employee housing purposes, 136 are used as parking spaces, 31 are used for commercial purposes.

### **Calculation of Unit Revenue and Expense Share:**

- For each day that their Hotel Strata Lot is in the rental pool, the Hotel Investor will be entitled to share in the Room Revenue from the Hotel Premises and the operation of the Hotel earned on such day. The share of revenue for such Hotel Strata Lot is calculated by multiplying the Room Revenue earned on such day by the Interest Upon Destruction (IUD) for such Hotel Strata Lot divided by the total Interest Upon Destruction (IUD) of all of the Hotel Strata Lots in the Rental Pool on such day.
- For each day that a Hotel Strata Lot is occupied by an owner, the strata lot will not be in the Rental Pool, the owner of such Hotel Strata Lot will be entitled to share in the Gross Revenue less any Room Revenue from the Hotel Premises and the operation of the Hotel earned on such day, by multiplying the Gross Revenue less Room Revenue earned on such day by the Interest Upon Destruction (IUD) for such Hotel Strata Lot divided by the total Interest Upon Destruction (IUD) of all of the Hotel Strata Lots with occupancy permits.
- Each owner of a Hotel Strata Lot will be responsible for the payment of all Hotel Expenses, Capital Expenditures exceeding the FF&E Reserve, capital lease payments and the Hotel Manager's fees payable for all days (whether or not the Hotel Strata Lot is in the Rental Pool). This payment is calculated by multiplying these applicable expenses by the Interest Upon Destruction (IUD) for such Hotel Strata Lot divided by the total Interest Upon Destruction (IUD) of all Hotel Strata Lots with occupancy permits.

### **Operating Plan and Budget:**

The Hotel Manager will prepare and deliver to a meeting of the Hotel Owners Council an Operating Plan and Budget for the following Operating Year and the Manager will review such Operating Plan and Budget with the Hotel Owners Council at such meeting. During the year, in addition to the Operating Plan and Budget, the Hotel Manager reports the monthly operating results at the monthly Owners' Council meetings.

### **Hotel Investors Statement (HIS):** (sample on Page 6)

The Hotel Manager produces a monthly operating statement ("Hotel Investors Statement" – Appendix A) for each Hotel Strata Lot. The HIS is available for any given month on the hotel website ([www.westinwhistler.ownerrelations.com](http://www.westinwhistler.ownerrelations.com)) within 25 days after the end of the month. Below is an explanation of the Hotel Investor's Statement:

**HIS - Revenue Section:** Please refer to Calculation of Unit Revenue and Expense Share section

- **Room:** share of Room Revenue generated in the month from the rental of the hotel suites.
- **Food and Beverage:** share of Food and Beverage revenue generated in the month derived from the Restaurant, In Room Dining, Grab n' Go, Refreshment Centre and Catering, as well as the food revenue generated in the Fire Rock Lounge. The Hotel Investors will receive their share of alcoholic beverage revenue generated in catering only.
- **Other:** share of telecommunications and sub-rental revenues.
- **Total Revenues** total of the above.

### **HIS - Departmental and Undistributed Expenses:**

- **Total Departmental Expenses:** the expenses associated with all operating departments such as Rooms, Food and Beverage, Telecommunications, and Sub-rentals. These expenses represent all direct expenses, wages and benefits.
- **Total Undistributed Expenses:** the expenses associated with Utilities, Property Maintenance, Sales and Marketing, Executive Office and Finance, People and Culture, Credit Cards Commissions, Bonvoy Guest cost.
- **Canada Emergency Wage Subsidy:** subsidy offered by the Government of Canada to employers affected by the COVID19 pandemic.

**HIS - Gross Operating profit:** the net difference between Total Revenues and Total Departmental and Undistributed Expenses.

### **HIS - Fixed Expenses and Other:**

- **Canada Emergency Rent Subsidy:** subsidy offered by the Government of Canada to employers affected by the COVID19 pandemic.
- **Management Fee:** fees paid to the Hotel Manager
- **Westin Fee:** fees payable to Westin Corporation
- **Commercial Leases:** fees paid to The Developer for the lease of the lobby, restaurant, meeting space, staffcafeteria and sales office, and employee housing.
- **Owners' Council Expense:** fee paid to the Hotel's Asset Manager
- **Equipment and Other leases:** lease of hotel shuttle and minor operating equipment.
- **Strata Fees and Contingency Reserve:** fees paid to the Strata Manager for the benefit of maintaining all common space in the building in good condition. The Contingency Reserve is also paid to the Strata Manager and held in an interest-bearing bank account for any major repairs, capital purchases and replacements in common strata lots, as well as maintaining the building envelope.
- **Tourism Whistler Fees:** fees paid to Tourism Whistler that are primarily used to advertise and promote the Resort of Whistler.
- **Property Tax:** the property tax associated with the owner's suite as well as a proportionate share of the property tax for the leased strata lots.
- **Insurance:** amount paid to insure the property and the owners' suites.
- **Total Fixed Expenses:** total of the above

### **HIS - Misc. Charges and Other:**

- **Depreciation and Add Back Depreciation:** This amount represents the depreciation amount for all capital purchases. Considering that the depreciation amount is non-cash item, it is added back since it has no impact on cash available for distribution.
- **FF&E Reserve:** is the reserve for the replacement of any Furniture, Fixtures and Equipment and as a reserve for the repair and maintenance of the hotel's physical facilities that is not related to common areas.
- **Miscellaneous Revenue:** this line is currently not in use
- **Miscellaneous Rounding Adj:** for minor rounding adjustments
- **Property Tax Adjustment:** represents the difference between the accrued and the actual property tax amounts.
- **Total Misc. charges and Other:** total of the above

**HIS - Distribution during current month:** is the actual amount distributed to each owner.

**HIS - Cumulative Totals:**

- **Cumulative Profit/Loss:** represents the cumulative net profit or loss generated by the unit since inception.
- **Distributions to Date:** represents the cumulative distribution made to a unit since inception
- **Cumulative Contribution to Renovation Funds:** contributions made by the owner of this unit to fund future hotel renovations and long-term capital needs. These are essentially funds held by the Hotel on behalf of the unit owner and are a non-refundable asset of the unit owner until spent.
- **Working Capital Reserve** The Manager will establish and maintain a Working Capital Reserve from time to time for anticipated seasonal or other shortfalls in an amount approved by the Hotel Owners Council.
- **Cumulative funds held for owner / Owed by owner:** represents any outstanding amount due to or owed from an owner.

**Sale of Hotel Strata Lot by Owner:**

**Interim Statement of Adjustments:**

If an owner decides to sell their unit, the Hotel Manager will provide to their realtors and lawyers the most recent operating forecast for the month when the unit will be acquired.

Given that the “HIS” is not available until the 25<sup>th</sup> of the month; the Hotel Manager will provide the estimated revenues and expenses to assist with the interim adjustment process.

**Final Statement of Adjustments:**

When the actual “HIS” for the month of completion becomes available (25 days after the month of the sale), the lawyers for both parties (Vendor and Purchaser) must contact the Owners’ Representative to obtain the “actual” results for the sale.

The basis upon which an accounting is made between the vendor and the purchaser of the Hotel Strata Lot and the procedures for doing so are set out in Appendix B “Conveyancing Procedures for the Sale / Purchase of a Westin Whistler Unit”.

## **Questions and Answers:**

### **Do I have to pay the Property Tax for my unit when I receive my notice of assessment from the Resort Municipality of Whistler?**

No, the hotel pays the property tax on behalf of the owner of the Hotel Strata Lots “only” if their “HIS” reflects a positive balance in the cumulative funds held when the property tax is due. An estimated amount is reflected on the monthly “HIS” between January – June and reconciled once the Hotel receives the actual figures from the Resort Municipality of Whistler which is typically in the month of June.

If the “HIS” for an owner reflects a negative funds held balance, the Strata Manager or Owner’s Representative will communicate with the owner at the end of April to bring the cumulative funds held back to Zero. If payment for the deficit amount is received by mid June, the Hotel will pay the property tax on behalf of the owner. If payment is not received and the cumulative funds held for the unit is still in a deficit position, the Hotel will not pay the property tax on behalf of the owner. The owner will then become responsible to pay the property tax directly to the Resort Municipality of Whistler.

### **Do I need to purchase Insurance?**

The Hotel purchases insurance on behalf of the owners. The only thing that is not covered by the insurance is the contents of owner’s lockers located in your hotel suite. If you are storing any valuables in your locker we strongly recommend that you purchase an insurance or to check your residential insurance policy.

A copy of the Certificate of Insurance is available on the Owner’s website.

## **Definitions and Interpretations:**

**FF&E Reserve:** is a reserve for the replacement of any Furniture, Fixtures and Equipment (by way of purchase or capital or operating lease). The FF&E reserve shall be held, administered and applied for the benefit of all Owners and no individual Owner is entitled to receive payment of its pro rata share upon a sale by an Owner of its Strata Lot. The FF&E reserve amount is an amount equal to not less than 4.0% and not more than 6.0% of Gross Revenue for each Operating Year or in such greater amount for any Operating Year as may be recommended by the Manager in the Operating Plan and Budget approved by the Hotel Owners Council.

**Interest Upon Destruction (IUD):** is used for the purpose of pro-rating each Hotel Strata Lot owner’s interest. The total IUD for the Hotel Strata Lots entitled to participate in the Rental Pool is 46,048.

**Operating Plan and Budget:** means the operating plan, marketing plan and operating budget for the operations of the Hotel for any Operating Year established.

**Unit Share ratio:** means, with respect to any Hotel Strata Lot, the fraction which has its numerator the Interest Upon Destruction of such Hotel Strata Lot and as its denominator the aggregate of the Interest Upon Destruction of all of the Hotel Strata Lots with occupancy permits.

**Appendix A**  
**THE WESTIN RESORT & SPA, WHISTLER**

Name:				Month: December
Unit:				Year: 2021
Interest Upon Destruction:				
	Current Month		Year-To-Date	
Details	This Year	Last Year	This Year	Last Year
<b>Revenues</b>				
Room				
Food and Beverage				
Other				
<b>Total Revenues</b>				
<b>Dept. and Undist. Expenses</b>				
Total Departmental Expenses				
Total Undistributed Expenses				
Canada Emergency Wage Subsidy				
<b>Total Dept. and Undist. Expenses</b>				
<b>Gross Operating Profit</b>				
<b>Fixed Expenses and Other</b>				
Canada Emergency Rent Subsidy				
Management Fee				
Westin Franchise Fees				
Commercial Leases				
Owner Council Expenses				
Equipment and Other leases				
Strata Fees and Contingency Reserve				
Tourism Whistler Fees				
Property Tax				
Insurance				
<b>Total Fixed Expenses and Other</b>				
<b>Misc. Charges &amp; Other</b>				
Add back depreciation				
Depreciation				
FF&E Reserve				
Miscellaneous Revenue				
Miscellaneous Rounding Adj				
Property Tax				
<b>Total Misc. Charges and Other</b>				
<b>Cash Available for Distribution</b>				
<b>Distributions During Current Month</b>				
Distributions				
<b>Total Distributions</b>				
<b>Cumulative Totals</b>				
Cumulative Profit/Loss from March 17, 2000				
Distributions to Date				
Cumulative Funds Held Before Renovation Funds and Working Capital				
Cumulative Contribution to Renovation Funds				
Cumulative Contribution to Working Capital				
Cumulative Funds Held for Owner / Owed by Owner				

**Appendix B**  
**Conveyancing Procedures for the Sale/Purchase**  
**of a Westin Whistler Unit**

The following comments are intended to assist law firms and notary offices acting on behalf of a vendor or purchaser of a Westin unit. While the basic transaction involves a conveyance of the title to the unit, certain features of ownership affect the accounting between the parties and result in some adjustments being handled in a non-standard manner. At root, the unit is part of an active business investment, namely an operating hotel, the profit or losses of which are to be taken into consideration when calculating the adjustments between the parties.

In its operation of The Westin Whistler the Hotel Manager administers revenues received and pays for expenses arising in connection with the rental and ownership of the units. The Hotel Manager maintains accounting records for all of the units and tracks and allocates income and expense transactions affecting each individual unit. The Hotel Manager accumulates all revenues and pays for all hotel expenses in a “pooled” operating account. The cash that remains available for distribution are allocated prorated to each owner, subject to certain restrictions.

Expenses are covered as they arise or as they become due, property taxes being paid midyear, for example. A monthly disbursement is periodically calculated by the Hotel Manager and usually released to owners toward the end of each month. The monthly financial statement for a unit becomes available on the 25<sup>th</sup> day of each month for the activity recorded during the previous month.

Various factors which give rise to specialized treatment in the preparation of the Statement of Adjustments ordinarily include the following:

- Some items which would normally appear as separate items on the statements of adjustments such as property taxes, strata fees, assessments, and Whistler Resort Management charges, are dealt with by the Hotel and will be reflected in the Hotel’s “Interim Statement of Adjustments” statement to be issued upon request made to the Hotel prior to a transaction’s closing date.
- The amount of the municipality’s property tax bill for each individual strata lot and the amount recorded by the Hotel for that unit vary because the unit is responsible for a portion of the hotel’s common property tax costs in addition to its own strata lot assessment
- Some of the data required to adjust between the parties is not known in advance of the Completion Date and in fact does not become available until at least three weeks following the end of the month in which closing takes place; this necessitates producing an Interim Statement of Adjustments (projected closing adjustment) at the time of completion and then effecting a Final Statement of Adjustments a month or so later (actual closing adjustments)
- Because the adjustment between the purchaser and the vendor cannot be precisely calculated in advance of the completion date, it is necessary to estimate an amount to be credited or debited to the vendor as at the closing

- Since a re-adjustment between the parties will be required, an additional deposit from the purchaser and a holdback from the vendor should be agreed upon and held by each party's conveyancing office as a reserve from which to make the final adjusting payment, either from the purchaser's additional deposit if the interim projection as to the amount due to the vendor turned out to have been low or from the vendor's holdback if revenues proved to have been over estimated
- The hotel's rental income is recorded on a daily basis; its operational expenses are recorded on a monthly basis
- The standard Contract of Purchase & Sale stipulates an "Adjustment Date" which provides for a seller to be entitled to income from and including the first of the month to and including the day before the adjustment date and to be corresponding liable to the expenses of the same period; the same allocations apply to the purchaser for the balance of the month
- The resultant apportionment is not proportional to the period of ownership within the month but to the timing of the rental activity during the month

The Hotel Manager has developed statements to provide the information necessary for the adjustment of a unit's account at the time of its sale. They are entitled "Interim Statement of Adjustment" and "Final Statement of Adjustment". The "side notes" provide an explanation for each of the amounts or operations to which they refer.

The "bottom line" of the Interim Statement of Adjustments, Line 32, is a reasonable estimate as to what the unit's "account balance" will stand at as at the adjustment date; this is the amount the conveyancing offices will use for the parties' Interim Statements of Adjustments at closing. The "bottom line" of the Final Statement of Adjustments, Line 26, will be the originally estimated amount adjusted to reflect the actual receipts and disbursements recorded during the month of completion. Line 28 will be the amount upon which the purchaser and the vendor legal representatives base their "re-adjustment" to finalize the transaction.

In the example provided in the Interim Statement of Adjustments, some amounts are known at the time of projection is printed:

- Line 23 – the units credit balance at the start of October
- Line 26 – this is a predetermined disbursement to be paid out to the vendor during the month of October, usually late in the month
- Line 29– same as Line 26 but the payment will not be made in November if the ownership has changed prior to the usual distribution date and the Hotel has received Appendix C prior to closing
- Line 31 – the tax adjustment will be known from mid-year onward

The estimated amounts will be:

- Line 10 – if the projection is printed prior to the 20<sup>th</sup> of October
- Line 30 – the results for November
- Line 31 – the taxes will be estimates prior to the issuance of the tax bills in May/June



As regards Line 15, expenses are apportioned between purchaser and vendor, at the same percentage as the income is allocated between the parties, rather than on a daily average basis.

Example Statements of Adjustments are attached based on the Interim Statement of Adjustments statement provided as an illustration. The re-adjustment between the parties' can simply be by way of letter between the legal offices referencing Line 28 of the Final Statement of Adjustments; in the present example, the purchaser's firm would forward the sum of \$16,087.62 to the vendor's firm.

**Purchaser Statement of Adjustments**

PURCHASER: Purchaser

VENDOR: Vendor

PROPERTY: PID 000-000-000, STRATA LOT 00 DISTRICT LOTS 3020, 4893, 5946, 7885 AND 7888 GROUP 1  
NWD STRATA PLAN LMS4089

XXX 4090 Whistler Way, Whistler, BC VoN 1B4

FILE NUMBER: 00-0000 COMPLETION DATE: November 25, 2021

ADJUSTMENT DATE: November 26, 2021 POSSESSION DATE: November 26, 2021

	<u>DEBIT</u>	<u>CREDIT</u>
Price	\$0	
Property Transfer Tax	\$0	
Deposit		\$0
Mortgage Proceeds		\$0
Projected closing adjustment due to Seller (Line 32 PCA Statement)	\$15,333.03	
Reserve Pending Re-Adjustment*	\$0	
Legal Costs	\$0	
<b>Sub Totals</b>	<b>\$0</b>	<b>\$0</b>
<b>Funds Required from Purchaser to Complete</b>		<b>\$0</b>
<b>Totals</b>	<b>\$0</b>	<b>\$0</b>

\* Note – the amount of any “reserve” and arrangements for holding it are to be worked out between the parties’ legal firms

### Vendor Statement of Adjustments

PURCHASER: Purchaser

VENDOR: Vendor

PROPERTY: PID 000-000-000, STRATA LOT 00 DISTRICT LOTS 3020, 4893, 5946, 7885 AND 7888 GROUP 1  
NWD STRATA PLAN LMS4089

XXX 4090 Whistler Way, Whistler, BC VoN 1B4

FILE NUMBER:                      00-0000                      COMPLETION DATE:                      November 25, 2021

ADJUSTMENT DATE: November 26, 2021                      POSSESSION DATE:    November 26, 2021

	<u>DEBIT</u>	<u>CREDIT</u>
Price		\$0
Commission	\$0	
Projected closing adjustment due to Seller (Line 30 PCA Statement)		\$15,333.03
Reserve Pending Re-Adjustment*	\$0	
<b>Sub Totals</b>	<b>\$0</b>	<b>\$0</b>
<b>Payable to Vendor's lawyer/notary in Trust</b>	<b>\$0</b>	
<b>Totals</b>	<b>\$0</b>	<b>\$0</b>

\* Note – the amount of any “reserve” and arrangements for holding it are to be worked out between the parties’ legal firms

THE WESTIN RESORT & SPA, WHISTLER  
STRATA LMS 4089

**DISCLAIMER: This statement is prepared for information purposes only. No responsibility is assumed for matters of a legal nature.**

**Interim Statement of Adjustment**

**Transaction Data**

Unit #	XXX	(1)	The unit # being sold
IUD	105	(2)	The IUD (Interest Upon Destruction) amount for the unit
Number of Days in the Month	30	(3)	The number of days in the month
Adjustment Day	26-Nov-21	(4)	The first day the Purchaser will be financially responsible for the unit
# of Days the unit is owned by the Vendor	25	(5)	The number of days the Vendor owned the unit in that month
# of Days the unit is owned by the Purchaser	5	(6)	The number of days the Purchaser will own the unit in that month
Forecasted Revenues and Expenses for the Month of:	Oct-21      Nov-21	(7)	The month of sale for which projected financial results are required

	Oct-21 Fcst		Vendor's Share
Forecasted revenues for the month	\$2,986.04		\$2,986.04
Forecasted expenses for the month	(\$3,027.03)		(\$3,027.03)
<b>Forecasted Cash Available for Distribution for the month</b>	<b>(\$40.99)</b>		<b>(\$40.99)</b>

- (8) Forecasted revenues to the Vendor for month prior to the sale  
(9) Forecasted expenses to the Vendor for the month prior to the sale  
(10) = (8) - (9). Forecasted cash available for distribution to the Vendor for the month prior to the sale

November 2021	Nov-21 Forecast	Purchaser's Share	Vendor's Share
Forecasted revenues for the month	\$2,694.78		
Forecasted expenses for the month	(\$4,220.58)		
% revenue allocation		17.9%	82.1%
Revenue allocation		\$482.37	\$2,212.41
Expense allocation		(\$755.48)	(\$3,465.09)
<b>Forecasted Cash Available for Distribution for the month</b>	<b>(\$1,525.80)</b>	<b>(\$273.12)</b>	<b>(\$1,252.68)</b>

- (11) Forecasted revenues for the month of sale  
(12) Forecasted expenses for the month of sale  
(13) % allocated to Purchaser and Vendor based on unit's actual daily revenue data from 12 months previous  
(14) = (11) x (13). Forecasted revenues allocated between Purchaser and Vendor based on % revenue allocation  
(15) = (12) x (13). Forecasted expenses allocated between Purchaser and Vendor based on % revenue allocation  
(16) = (14) - (15). Allocation of forecasted cash available for distribution between Purchaser and Vendor

**Property Tax Calculation**

Property taxes for the year	\$3,385.59	(17)	The estimated property tax amount for the unit for the entire year
Daily property tax amount	\$9.28	(18)	= (17) divided by 365 days (total # of days in the year)
# of days the Vendor is responsible for property tax	329	(19)	The number of days the Vendor owned the unit
Share of property taxes due from Vendor	\$3,051.67	(20)	= (18) x (19)
Property tax deducted from the Vendor up to month of closing	\$3,385.59	(21)	Property tax deducted from the Vendor up to month of closing
<b>Amount of property tax due to (from) Vendor</b>	<b>(\$333.92)</b>	(22)	= (21) - (20)

- (17) The estimated property tax amount for the unit for the entire year  
(18) = (17) divided by 365 days (total # of days in the year)  
(19) The number of days the Vendor owned the unit  
(20) = (18) x (19)  
(21) Property tax deducted from the Vendor up to month of closing  
(22) = (21) - (20)

**Summary**

Cumulative funds actually held for (owed by) Vendor at the beginning of	Oct-21	\$9,452.08	(23)	The actual amount of undistributed funds for the unit at the beginning of the month prior to month of sale
Cumulative Contribution to Renovation Funds		\$6,840.70	(24)	Represents all contributions to future hotel renovations
Cumulative Contribution to Working Capital		\$0.00	(25)	Represents amount held from time to time for anticipated seasonal or other shortfalls
Less: Any cash distributions to be paid to the Vendor during the month of		\$0.00	(26)	Actual distribution during the month
Amount projected as due to (from) Vendor for the month of	Oct-21	(\$40.99)	(27)	= (10)
Estimated cumulative funds held for (owed by) Vendor at the end of	Oct-21	\$16,251.79	(28)	The estimated amount of undistributed funds for the unit at the beginning of the month of sale
Less: Any cash distributions to be paid to the Vendor during the month of		\$0.00	(29)	Distributions on or after the Sale Date will be paid to Purchaser
Amount projected as due to (from) Vendor for the month of	Nov-21	(\$1,252.68)	(30)	= (16)
Amount of property tax due to (from) Vendor		\$333.92	(31)	= (22)
<b>Estimated cumulative funds held for (owed by) Vendor as of Adjustment Date</b>		<b>\$15,333.03</b>	(32)	Estimated amount that Purchaser owes to the Vendor at adjustment date

- (23) The actual amount of undistributed funds for the unit at the beginning of the month prior to month of sale  
(24) Represents all contributions to future hotel renovations  
(25) Represents amount held from time to time for anticipated seasonal or other shortfalls  
(26) Actual distribution during the month  
(27) = (10)  
(28) The estimated amount of undistributed funds for the unit at the beginning of the month of sale  
(29) Distributions on or after the Sale Date will be paid to Purchaser  
(30) = (16)  
(31) = (22)  
(32) Estimated amount that Purchaser owes to the Vendor at adjustment date

\* Renovation fund is the amount currently held from the owner for the up coming renovations.

THE WESTIN RESORT & SPA, WHISTLER  
STRATA LMS 4089

**DISCLAIMER: This statement is prepared for information purposes only. No responsibility is assumed for matters of a legal nature.**

**Final Statement of Adjustment**

Transaction Data	
Unit #	XXX
IUD	105
Number of Days in the Month	30
Adjustment Day	26-11-2021
# of Days the unit is owned by the Vendor	25
# of Days the unit is owned by the Purchaser	5
Actual Revenues and Expenses for the Month of:	<b>Nov-21</b>

- (1) The unit # being sold
- (2) The IUD (Interest Upon Destruction) amount for the unit
- (3) The number of days in the month
- (4) The first day the Purchaser will be financially responsible for the unit
- (5) The number of days the Vendor owned the unit in that month
- (6) The number of days the Purchaser will own the unit in that month
- (7) The financial results needed for the month when the unit is sold

November 2021	Nov-21 Actual	Purchaser's Share	Vendor's Share
Actual revenues for the month	\$3,450.06		
Actual expenses for the month	(\$4,118.98)		
% revenue allocation		25.5%	74.5%
Revenue allocation		\$880.05	\$2,570.01
Expense allocation		(\$1,050.68)	(\$3,068.30)
<b>Cash Available for Distribution for the month</b>	<b>(\$668.92)</b>	<b>(\$170.63)</b>	<b>(\$498.29)</b>

- (8) Actual revenues for the month of sale
- (9) Actual expenses for the month of sale
- (10) % allocated to Purchaser and Vendor based on unit's actual daily revenue data for the month of sale
- (11) = (8) x (10). Actual revenues allocated between Purchaser and Vendor based on % revenue allocation
- (12) = (9) x (10). Actual expenses allocated between Purchaser and Vendor based on % revenue allocation
- (13) = (11) - (12). Allocation of cash available for distribution between Purchaser and Vendor

Property Tax Calculation	
Property taxes for the year	\$3,385.59
Daily property tax amount	\$9.28
# of days the Vendor is responsible for property tax	329
Share of property taxes due from Vendor	\$3,051.67
Property tax deducted from the Vendor up to month of closing	\$3,385.59
<b>Amount of property tax due to (from) Vendor</b>	<b>\$333.92</b>

- (14) The estimated property tax amount for the unit for the entire year
- (15) = (14) divided by 365 days (total # of days in the year)
- (16) The number of days the Vendor owned the unit
- (17) = (15) x (16)
- (18) Property tax deducted from the Vendor up to month of closing
- (19) = (18) - (17)

Summary		
Cumulative funds actually held for (owed by) Vendor at the beginning of	Nov-21	\$9,411.30
Cumulative Contribution to Renovation Funds		\$6,840.69
Cumulative Contribution to Working Capital		\$0.00
Less: Any cash distributions paid to the Vendor during the month of		\$0.00
Amount due to (from) Vendor for the month of	Nov-21	(\$498.29)
Amount of property tax due to (from) Vendor		\$333.92
<b>Cumulative funds held for (owed by) Vendor as of Adjustment Date</b>		<b>\$16,087.62</b>
Less interim payments credited to Vendor at Closing		\$0.00
<b>Final balance due to (from) Vendor as of Adjustment Date</b>		<b>\$16,087.62</b>

- (20) The actual amount of undistributed funds for the unit at the beginning of the month of sale \*
- (21) Represents all contributions to future hotel renovations
- (22) Represents amount held from time to time for anticipated seasonal or other shortfalls
- (23) Distributions after the adjustment date will be paid to the Purchaser
- (24) = (13)
- (25) = (19)
- (26) = (20) + (21) + (22) + (23) + (24). Amount that Purchaser owes to the Vendor if no interim payments
- (27) Based on Projected Closing Adjustments given to Vendor at Closing
- (28) = (25) - (26)

\* Renovation fund is the amount currently held from the owner for the up coming renovations.

**APPENDIX C**

The Westin Resort, Whistler  
4090 Whistler Way

ASSIGNMENT AND ASSUMPTION OF HOTEL MANAGEMENT AND RENTAL POOL  
AGREEMENT

"Manager" OHR Whistler Management Ltd

"Vendor" \_\_\_\_\_

"Purchaser"	<u>Purchaser 1 Name &amp; Address:</u>	<u>Purchaser 2 Name &amp; Address:(if applicable)</u>
	_____	_____
	_____	_____
	_____	_____

Tel: (H) \_\_\_\_\_ (W) \_\_\_\_\_  
E-mail: \_\_\_\_\_

Tel: (H) \_\_\_\_\_ (W) \_\_\_\_\_  
E-mail: \_\_\_\_\_

Purchaser's Social Insurance Number:  
\_\_\_\_\_

Purchaser's Social Insurance Number:  
\_\_\_\_\_

This Purchaser (is/is not) resident in  
Canada for the purpose of the Income Tax  
Act

This Purchaser (is/is not) resident in Canada  
for the purpose of the Income Tax Act

"Strata Lot" THE RESORT MUNICIPALITY OF WHISTLER  
Strata Lot \_\_\_\_\_  
Block  
District Lot  
Strata Plan LMS 4089

"Sale Date" \_\_\_\_\_

WHEREAS:

- A. The Vendor is the owner of the Strata Lot;
- B. The Vendor and the Purchaser have entered into a contract for the sale of the Strata Lot from the Vendor to the Purchaser on the Sale Date;

- C. The Vendor and the Manager are parties to a hotel management and rental pool agreement dated for reference December 4, 2013 between the Manager and the Vendor, as amended by the amendments, if any, described in section 5 below and as previously assigned (collectively called the “Rental Management Agreement”) in respect of the Strata Lot and the operation of The Westin Resort (the “Development”); and
- D. The parties are required to enter into this Agreement in accordance with the Rental Management Agreement

THEREFORE in consideration of the transfer of the Strata Lot from the Vendor to the Purchaser on the Sale Date and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all of the parties, the parties agree as follows:

1. Assignment to Purchaser. Effective as of the Sale Date, the Vendor hereby absolutely assigns, transfers and conveys, effective from and including the Sale Date, all of the Vendor’s right, title and interest in and to the Rental Management Agreement insofar as they arise from ownership of and relate to the Strata Lot, and all rights and benefits to be derived thereunder (including any amounts payable to the Vendor thereunder) insofar as such rights and benefits arise from ownership of and relate to the Strata Lot
2. Direction to Pay. The Vendor and the Purchaser hereby direct the Manager to pay any amounts payable under the Rental Management Agreement in respect of the Strata Lot that relate to the period before the Sale Date to the Vendor at its address above and any such amounts that relate to the period from and including the Sale Date to the Purchaser at the address set out above.
3. Assumption and Indemnify by Purchaser. The Purchaser hereby assumes, from and including the Sale Date, all of the duties and obligations of the Vendor under the Rental Management Agreement and the Rental Pool Covenant (as defined in the Rental Management Agreement) insofar as such duties and obligations arise from ownership of and relate to the Strata Lot, and covenants and agrees with the Vendor and the Manager to perform and observe all of such duties and obligations from and including the Sale Date.
4. Other Strata Lots Excluded. This Agreement relates only to the Strata Lot and not to any other strata lots in the Development.
5. Amendments to Rental Management Agreement. The Vendor represents to the Purchaser that the Rental Management Agreement has not been amended except as follows (NIL if not completed):
6. Miscellaneous. If either the Vendor or the Purchaser is comprised of more than one person, the covenant, and agreements of the Vendor or the Purchaser, as the case may be, are joint and several covenants and agreements. This Agreement will be binding upon and enure to the benefit of the heirs, executors, successors legal and personal representatives and assigns of the parties, as applicable.

7. Purchaser Acknowledgement. The Purchaser acknowledges that the Purchaser has received a copy of and has been given as opportunity to read the Rental Management Agreement (including any amendments set out in section s above)

DATE \_\_\_\_\_

BY THE VENDOR:

(if a corporation)

THE COMMON SEAL of <\*> was )  
hereunto affixed in the presence of: )

\_\_\_\_\_)  
Authorized Signatory )

\_\_\_\_\_)  
Authorized Signatory )

C/S

(if an individual)

SIGNED, SEALED AND DELIVERED by )  
<\*> in the presence of: )

\_\_\_\_\_)  
Name )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

\_\_\_\_\_ )  
<\*>



