

**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" Purchaser 1 Name & Address: Purchaser 2 Name & Address:(if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: )

\_\_\_\_\_) )  
\_\_\_\_\_) )

C/S

Authorized Signatory )

\_\_\_\_\_) )

Authorized Signatory )

(if an individual)

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

\_\_\_\_\_) )  
\_\_\_\_\_) )

Name )

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

\_\_\_\_\_) )

Address )

\_\_\_\_\_) )

\_\_\_\_\_) )

\_\_\_\_\_) )

Occupation )

BY THE PURCHASER

(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 )

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

The Manager hereby agrees that the Vendor is hereby released from all of the Vendors duties and obligations under the Rental Management Agreement and the Rental Pool Covenant arising from and including the Sale Date, insofar as such duties, and obligations arise from ownership of or relate to the Strata Lot.

DATED \_\_\_\_\_

BY THE MANAGER

Per: \_\_\_\_\_