Revenues from Lift Passes:

s.21

s.21

- - 1

Blackcomb

Revenues from Facilities:

1 Tube Park

2 Air Dome

3 Alpine Slide

4 Mini Golf

Total Revenues from Facilities

Revenues from Commercial Recreation Activity

Recoveries of Accounts Receivable which have been written off

Proceeds from Business Interuption Insurance

s.21

Independent Operator Revenue (only over \$10K)

1 Ziptrek

2 Spin Cycle

3 OliveUS

4 TAG Snowshoe

5 CWA Tours

6 Gruel Events

7 Blackcomb Aviation

Total Independent Operator Revenue (only over \$10K)

Remainder Payment:

Total Gross Lift Revenue

x 2%

Less 1% Prepayment Plus 5% GST Total Payable

100

Prepayment:

Total Gross Lift Revenue

x 1%

Plus 5% GST Total Payable

Submit Financial statements with this form ie income statement and balance sheet

Total Skier Visits



WHISTLER BLACKCOMB

WB Gen Op Unit 149 Dept P&L
Operating Unit: 149 Summer Mtn/VRR - W/B

Department: 1953 Air Dome

42530	Equipment Rental
49510	Misc Revenue
	Revenue
	cos
	Gross Margin
	Labour Expense Before Alloc
68010	Labor Allocation
	Labour Allocation
	Total Labour
66010	Workers Comp Expense
66042	Vacation/Holiday/Sick Pay
67010	Burden-wages
	Burdens
	burdens
	Total Labour & Benefits
70800	
70800 70815	Total Labour & Benefits
	Total Labour & Benefits Office Supplies Operating Supplies Signs
70815 70885 70900	Office Supplies Operating Supplies Signs Cleaning Supplies
70815 70885 70900 70975	Office Supplies Operating Supplies Signs Cleaning Supplies Stationery and Printing
70815 70885 70900 70975 71000	Total Labour & Benefits Office Supplies Operating Supplies Signs Cleaning Supplies Stationery and Printing First Aid Supplies
70815 70885 70900 70975 71000 71240	Total Labour & Benefits Office Supplies Operating Supplies Signs Cleaning Supplies Stationery and Printing First Aid Supplies Equipment Rental
70815 70885 70900 70975 71000 71240 71615	Total Labour & Benefits Office Supplies Operating Supplies Signs Cleaning Supplies Stationery and Printing First Aid Supplies Equipment Rental R & M General
70815 70885 70900 70975 71000 71240	Total Labour & Benefits Office Supplies Operating Supplies Signs Cleaning Supplies Stationery and Printing First Aid Supplies Equipment Rental
70815 70885 70900 70975 71000 71240 71615 71626	Total Labour & Benefits Office Supplies Operating Supplies Signs Cleaning Supplies Stationery and Printing First Aid Supplies Equipment Rental R & M General Contract Services
70815 70885 70900 70975 71000 71240 71615 71626	Total Labour & Benefits Office Supplies Operating Supplies Signs Cleaning Supplies Stationery and Printing First Aid Supplies Equipment Rental R & M General Contract Services Over/Short
70815 70885 70900 70975 71000 71240 71615 71626	Office Supplies Operating Supplies Signs Cleaning Supplies Stationery and Printing First Aid Supplies Equipment Rental R & M General Contract Services Over/Short Operating Expense

	October	November	December	January	February	March	April	May	June	July	FY17
1											
1											
١											
						s.21					
1											

WB Gen Op Unit 149 Dept P&L

Operating Unit: 149 Summer Mtn/VRR - W/B

Department: 1952 Bear Tours

								FY17 ACTUALS							i.
	1	August	September	October	November	December	January	February	March	April	May	June	July	FY17	
49510	Misc Revenue Revenue											June	July	FILL	
	COS														
	Gross Margin														
	Labour Expense Before Alloc														
68010	Labour Allocation														
	Total Labour														
66010	Workers Comp Expense														
66042	Vacation/Holiday/Sick Pay														
67010	Burden-wages														i
67020	Burden Commission&Other Bonus														Ĺ
	Burdens														
	Total Labour & Benefits							s.21							
70800	Office Supplies														
	Operating Supplies														
	Signs													- 1	
	Fuel													- 1	
71626	Contract Services													- 1	
	R & M Vehicle Copier Expense														
72020	Employee Relations													- 1	
	Freight and Postage														
	Meals Expense														
	Advertising Production-PC														
74520	Commissions - Ticket														
	Operating Expense														
	Overhead Expense														
	Total Expenses														
	Contribution Margin														
														Į.	



Product Summary Flash Report

User Name=ReportUserID; Report Date=3/1/2018 3:15 PM; Audit Location=<All>; Begin Transaction Date=10/1/2016; End Transaction Date=7/31/2017; Begin Time=00:00; End Time=23:59; Business Group=<All>; Business Unit=<All>; Sales Report Group=Summer Activities - Other, Sales Report Category=Heli Sightseeing Tours; Sale Location=<All>; Client=<All>; Include Voids=Y; Product Code=

Product	Quantity	Gross Amount	Discount Amount	Commission Amount	Tax Amount	Delivery Fee	Net Amount
Summer Activities - Other		11		THIOGIA	Asserted to the second		
Hell Sightseeing Tours							
Summer Heli Sightseeing Tour - 15 minutes - Adult							
Summer Heli Sightseeing Tour - 15 minutes - Child							
Summer Heli Sightseeing Tour Private Tour							
Summer Heli Sightseeing Tour - Fly Out to Heli Base							
Summer Heli Sightseeing Tour - 15 minutes - Adult - Group 10% off				s.21			
Heli Sightseeing Tours							
Summer Activities - Other							
Report Total							

Page 05 to/à Page 14

Withheld pursuant to/removed as

s.21



WHISTLER BLACKCOMB

WB Gen Op Unit 149 Dept P&L

Operating Unit: 149 Summer Mtn/VRR - W/B

Department: 1929 Coaster

Budget FY2018

49510	Misc Revenue Revenue
	cos
	Gross Mergin
	Labour Expense Before Alloc
	Labour Allocation
	Total Labour
66010 66042	Workers Comp Expense Vacation/Holiday/Sick Pay
67010	Burden-wages Burdens
	Total Labour & Benefits
70800 70815	Office Supplies Operating Supplies
70885 70900	Signs Cleaning Supplies
71000	First Aid Supplies
72020	Employee Relations
73660	Marketing - Other
	Operating Expense
	Overhead Expense
	Total Expenses
	Contribution Margin

	MARCH FORECAST	•									
Į											
1	October	November	December	January	February	March	April	May	June	July	FY17
2											
						s.21					
100											



Department: 1000, 1040, 1926, 1928

Lift Access Detail



Lift Revenue
Other Season Pass Revenue
Winter Colorado Sightseeing
Alpine-Group Revenue
Specialty/Other Ski Revenue
Paid Bike Haul Revenue
Pass Bike Haul Revenue
Paid Hiking Revenue
Paid Sightseeing Revenue
Commission Revenue
Strategic Allnce Contract Rev
Misc Revenue
Returns/Allowances
Other Discounts
Commissions - Ticket

Commision - Merch & Other

Total

Gruel Events Ltd Payout Schedule 2017 June 17th - June 30th s.21 Scanned Amount (3rd party payables attached) Total Overscan Net Scans Revenue Add: Amount owing for Group Buyout June 19, 2017 Concession s.21 s.21 (2%) (Royaliles for Government) (33% of \$5 Coupon) s.21 s.21 (33% of Local Discounts) Concession Subtotal Payable to Gruel (excl GST) GST Payable to Gruel (Incl GST) Tickets purchased in advance by Gruel (excl GST) - Net of commissions Total owing to WB for tickets purchased in advance (incl GST) Net owing to (from) Gruel Events Ltd. Paid Concession Schedule s.21 **Payment Type** Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties 30-Jun-17 30-Jun-17 Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets Weekly deduction - Rent / Royalties Weekly deduction - Advanced Tickets **Total Concession Pald**



40637 Pald Summer Tubing Revenue 42530 Equipment Rental Activity Revenue I Gross Margin Labour Expense Before Alloc 68010 Labor Allocation 66010 Workers Comp Expense 66042 Vacation/Holiday/Sick Pay 67010 **Burden-wages** Total Labour & Benefits 70800 Office Supplies 70810 P Card Expenses 70815 Operating Supplies 70820 Tools and Equip 70850 Materials Type III Allocation 70885 Signs 70890 Landscaping Supplies 70900 Cleaning Supplies 70945 Oil and Lubricants-General 70955 Fuel 70960 **Fuel-Diesel** 70975 Stationery and Printing First Aid Supplies 71000 71040 Food Expense 71045 Uniforms 71100 Guest Supplies 71240 Equipment Rental 71615 R & M General 71616 R&M General-Common Area 71625 R & M Outside 71626 Contract Services 71699 **Building Operating Expense** 71725 R & M Vehicle 71741 Furnishings Replacement 71750 Computer and Software Maint. 72020 Employee Relations 72040 Training 72115 Fire monitor safety 72124 Promotion/Special Discount Exp 72150 Freight and Postage 72160 Transportation 72170 Meals Expense 72290 Over/Short 72330 Misc Reimbursement 73610 Advertising Media 73660 Marketing - Other 74510 TA Commissions -RPOS Transient 74520 Commissions - Ticket Operating Expense 77430 Cellular Phones and Pagers Licenses/Other Taxes

October November December January February March April s.21



WB Gen Op Unit 149 Dept P&L

Operating Unit: 149 Summer Mtn/VRR - W/B

Department: 1951 Mini Golf

40633	Paid Mini Golf Revenue
44010	Activity Revenue I
49510	Misc Revenue
	Revenue
	COS
	Gross Margin
	Labour Expense Before Alloc
	Labour Allocation
	Total Labour
66010	Workers Comp Expense
67010	Burden-wages
	Burdens
	Total Labour & Benefits
70815	Operating Supplies
73660	Marketing - Other
	Operating Expense
77870	Licenses/Other Taxes
	Overhead Expense
	Total Expenses
	Contribution Margin

October	November	December	January	February	March	April	May	June	July	FY17
i										
1										
					s.21					
					0.21					
:										

Spin Cycle Amusements Spin Cycle, Spyder Web, Batting Cage, KJM June 17th - 30th s.21 Scanned Amount (3rd party payables attached) Total Overscan Net Scans Revenue Add: Amount owing for Group Buyout June 19, 2017 Concession s.21 (2%) (Royaltles for Government) (33% of \$5 Coupon) s.21 (33% of Local Discounts) Subtotal Payable to Spin Cycle (excl GST) GST Payable to Spin Cycle Tickets purchased in advance by Spin Cycle (excl GST) - Net of commissions Total owing to WB for tickets purchased in advance (incl GST) Net owing to (from) Spin Cycle Paid Concession Schedule Payment Type 30-Jun-16 Weekly deduction - Rent / Royalties 30-Jun-16 Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royallies Weekly deduction - Tickets Weekly deduction - Rent / Royaltles Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction Weekly deduction **Total Concession Paid**

Spin Cycle, Spyder Web, Batting Cage, KJM July 1st to July 31st s.21 Scanned Amount (3rd party payables attached) Total Overscan Net Scans Revenue Add: Concession \$.21 s.21 (2%) (Royalties for Government) s.21 (33% of \$5 Coupon) (33% of Local Discounts) Payable to Spin Cycle (excl GST) GST Payable to Spin Cycle Tickets purchased in advance by Spin Cycle (excl GST) - Net of commissions Total owing to WB for tickets purchased in advance (incl GST) Net owing to (from) Spin Cycle Paid Concession Schedule **Payment Type** Date Weekly deduction - Rent / Royalties 30-Jun-17 Weekly deduction - Tickets 30-Jun-17 31-Jul-17 Weekly deduction - Rent / Royaltles Weekly deduction - Tickets 31-Jul-17 Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction - Rent / Royalties Weekly deduction - Tickets Weekly deduction Weekly deduction **Total Concession Paid**

Payout Schedule 2017 June 17th-30th s.21 Scanned Amount (3rd party payables attached) **Total Overscan** Net Scans Revenue Add: Amount owing for Group Buyout June 19, 2017 Concession s.21 (2%) (Royalties for Government) s.21 ConcessionSubtotal s.21 Payable to OliveUs Glitter GST **Total Payout Including GST** Tickets purchased in advance by OliveUs Glitter (excl GST) GST Total owing to WB for tickets purchased in advance (incl GST) Net Owing to (from) OliveUs Glitter Paid Concession Schedule Payment Type 30-Jun-16 Weekly Deduction - Rents/Royalties 30-Jun-16 Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets

OliveUs Clitter Payout Schedule 2017 July 1st to July 31st s.21 Scanned Amount (3rd party payables attached) **Total Overscan** Net Scans Revenue Add: Concession s.21 (2%) (Royallies for Government) s.21 s.21 ConcessionSubtotal Payable to OliveUs Glitter GST Total Payout Including GST Tickets purchased in advance by OliveUs Glitter (excl GST) Total owing to WB for tickets purchased in advance (Incl GST) Balance owing from prior month Net Owing to (from) OliveUs Glitter . Paid Concession Schedule Payment Type Weekly Deduction - Rents/Royalties 30-Jun-17 Weekly Deduction - Advance Tickets 30-Jun-17 Weekly Deduction - Rents/Royaltles 31-Jul-17 Weekly Deduction - Advance Tickets 31-Jul-17 Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickels Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets Weekly Deduction - Rents/Royalties Weekly Deduction - Advance Tickets

Page 25 to/à Page 26

Withheld pursuant to/removed as

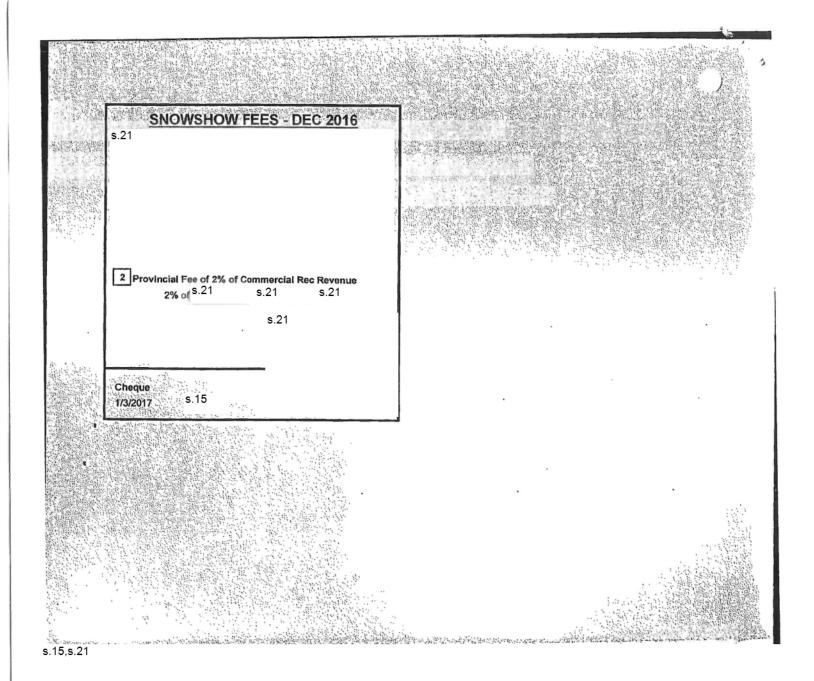
s.21

	2	Provincial Fee of 2% of Commercial Rec Revenue	Ī
·		2% s.21	
-			
21			

Cheers,

Luke

----Original Message----From: "Christine Young" <accounting@tagwhistler.com>
Sent: Thursday, December 22, 2016 9:51am



SNOWSHO	W FEES -	JAN 2017
DATA		
s.21		Mark San
FEE CALCULATION	s	
s.21	14 1 240 01 1404 114	
		4
2 Provincial Fee of 2%	of Commercial	Rec Revenue
2% of \$.21	s.21	s.21
	plus	GCT
	то	TAL
Cheque s.15		s.21
2/2/2017	*****	

SNOWSHOW FEES - FEB 2017

DATA

s.21

FEE CALCULATIONS
s.21

2 Provincial Fee of 2% of Commercial Rec Revenue
2% of s.21 s.21

plus GST

TOTAL

Cheque
3/1/2017

s.21

SNOWSHOW FEES - MAR 2017

DATA

s.21

FEE CALCULATIONS

s.21

Provincial Fee of 2% of Commercial Rec Revenue \$.21 \$.21 \$.21

plus GST

TOTAL

Cheque 4/3/2017

s.15

s.21

Schedule of Gross Lift Revenue

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Year ended September 30, 2016



KPMG LLP PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031

INDEPENDENT AUDITORS' REPORT

To the Partners of Whistler Mountain Resort Limited Partnership

We have audited the accompanying Schedule of Gross Lift Revenue of Whistler Mountain Resort Limited Partnership for the year ended September 30, 2016. This schedule has been prepared by management in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement dated September 30, 1982 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Ski Corporation (and subsequently assigned to Whistler Mountain Resort Limited Partnership on October 31, 1997) (collectively "the Development Agreement").

Management's Responsibility for the Schedule

Management is responsible for the preparation of the schedule in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement; this includes determining that the basis of accounting is an acceptable basis for the preparation of the schedule in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.

KPMG LLP is a Canadian limited flability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity, KPMG Canada provides services to KPMG LLP.





Opinion

In our opinion, the information in the Schedule of Gross Lift Revenue of Whistler Mountain Resort Limited Partnership for the year ended September 30, 2016 is prepared, in all material respects, in accordance with the financial provisions as defined by Section 1,01 of the Development Agreement.

Basis of Accounting and Restriction on Distribution Use

Without modifying our opinion, we draw attention to note 1 to the Schedule of Gross Lift Revenue, which describes the basis of accounting. The schedule is prepared to assist Whistler Mountain Resort Limited Partnership in determining the gross lift revenue, as defined in section 1.01 of the Development Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Resort Limited Partnership and should not be used by parties other than Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Resort Limited Partnership.

Chartered Professional Accountants

December 21, 2016 Vancouver, Canada

LPMG LLP

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

Twelve Months ended	Twelve Months ended
September 30, 2016	September 30, 2015

See accompanying notes to the Schedule of Gross Lift Revenue

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Notes to the Schedule of Gross Lift Revenue

Year ended September 30, 2016

1. Basis of accounting

The Schedule of Gross Lift Revenue has been prepared in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement dated September 30, 1982 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Ski Corporation (and subsequently assigned to Whistler Mountain Resort Limited Partnership on October 31, 1997) (collectively "the Development Agreement").

Significant interpretations of the financial reporting provisions in Section 1.01 of the Development Agreement include the following:

- (i) Section 1.01 of the Development Agreement requires the components of the Schedule of Gross Lift Revenue to be prepared in accordance with generally accepted accounting principles (GAAP). Management has interpreted GAAP to be the recognition and measurement principles of international Financial Reporting Standards, and not the presentation principles or the presentation of all financial statements or note disclosures required by International Financial Reporting Standards for a complete set of financial statements.
- (ii) Gross revenue is defined in Section 1.01 of the Development Agreement, and includes the amount of receipts or receivables during the year for the right to use the facilities subject to an adjustment for bad debts.

W stler Mountain Resort Limited Partnership Royalty PMT for FYE SEPTEMBER 30, 2016

Lift Revenue - 2016	s.2
2% of lift revenue Less 1% estimate paid December 2015	s.21
GST Royalty Payment January 31, 2017	

Schedule of Gross Lift Revenue

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Year ended September 30, 2016



KPMG LLP PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031

INDEPENDENT AUDITORS' REPORT

To the Partners of Blackcomb Skiing Enterprises Limited Partnership

We have audited the accompanying Schedule of Gross Lift Revenue of Blackcomb Skiing Enterprises Limited Partnership for the year ended September 30, 2016. This schedule has been prepared by management in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement dated May 1, 1979 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Fortress Mountain Resorts Limited (and subsequently assigned to Blackcomb Skiing Enterprises Limited Partnership on October 31, 1990) (collectively "the Development Agreement").

Management's Responsibility for the Schedule

Management is responsible for the preparation of the schedule in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement; this includes determining that the basis of accounting is an acceptable basis for the preparation of the schedule in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.

Partners Blackcomb Skiing Enterprises Limited Partnership Independent Auditors' Report

KPING

Opinion

In our opinion, the information in the Schedule of Gross Lift Revenue of Blackcomb Skiing Enterprises Limited Partnership for the year ended September 30, 2016 is prepared, in all material respects, in accordance with the financial provisions as defined by Section 1.13 of the Development Agreement.

Basis of Accounting and Restriction on Distribution Use

Without modifying our opinion, we draw attention to note 1 to the Schedule of Gross Lift Revenue, which describes the basis of accounting. The schedule is prepared to assist Blackcomb Skiing Enterprises Limited Partnership in determining the gross lift revenue, as defined in section 1.13 of the Development Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Blackcomb Skiing Enterprises Limited Partnership and should not be used by parties other than Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks or Housing and Blackcomb Skiing Enterprises Limited Partnership.

Chartered Professional Accountants

December 21, 2016 Vancouver, Canada

KPMG LLP

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

	Twelve Months ended	Twelve Months ended
	September 30, 2016	September 30, 2015
Gross lift revenue	8.21	

See accompanying notes to the Schedule of Gross Lift Revenue

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Notes to the Schedule of Gross Lift Revenue

Year ended September 30, 2016

1. Basis of accounting

The Schedule of Gross Lift Revenue has been prepared in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement dated May 1, 1979 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and (and subsequently assigned to Blackcomb Skiing Enterprises Limited Partnership on October 31, 1990) (collectively "the Development Agreement").

Significant interpretations of the financial reporting provisions in Section 1.13 of the Development Agreement include the following:

- (i) Management has presented the components of the Schedule of Gross Lift Revenue in a manner consistent with generally accepted accounting principles (GAAP). Management has interpreted GAAP to be the recognition and measurement principles of International Financial Reporting Standards, and not the presentation principles or the presentation of all financial statements or note disclosures required by International Financial Reporting Standards for a complete set of financial statements.
- (ii) Gross revenue is defined in section 1.13 of the Development Agreement, and includes the amount of receipts or receivables during the year for the right to use the facilities subject to an adjustment for bad debts.

B(kcomb Skiing Enterprises Limited Partnership Royalty PMT for FYE SEPTEMBER 30, 2016

Gross Lift Revenue - 2016

s.21

√s.21

2% of lift revenue (including \$4,500 minimum payment) Less Minimum payment

GST -

Royalty Payment December 31, 2016

We lier Mountain Resort Limited Partnership Royalty PMT for FYE SEPTEMBER 30, 2015

Lift Revenue - 2015

s.21

2% of lift revenue Less 1% estimate paid December 2014 s.21

GST

Royalty Payment January 31, 2014

s.21

s.15,s.21

W der Mountain Resort Limited Partnership Royalty PMT for FYE SEPTEMBER 30, 2015

Lift Revenue - 2015

s.21

s.21

2% of lift revenue Less 1% estimate paid December 2014

GST

Royalty Payment January 31, 2014

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

	Twelve Months ended September 30, 2015	Twelve Month ended Septembe 30, 2014
Gross lift revenue	s.21	

See accompanying notes to the Schedule of Gross Lift Revenue

s.15,s.21

Meeks, Tori FLNR:EX

From:

Clark, Darlene FLNR:EX

Sent:

Wednesday, January 6, 2016 3:15 PM

To:

'accountspayable@whistlerblackcomb.com'

Subject:

Royalty Payments to MRB: 2015 Fiscal Year End

Attachments:

Revenues Payable Worksheet.xlt

Good afternoon.

Our Branch received the 2015 remainder 2% royalty payments for both Whistler and Blackcomb. We have some questions. It looks like the ^{s.21} paid on behalf of Whistler Mountain is the 1% prepayment for the upcoming 2016 year. Please confirm.

Blackcomb's Gross Lift Revenue: s.21
2% of Gross Lift Revenue: s.21
s.21

Subtotal Outstanding: 5.21 5% GST: 5.21 Total Owing: 5.21

The cheque received is \$.21

Please advise if there is an error.

Finally, we have had discussions with Whistler Blackcomb regarding the details of the use of Crown land. In these discussions, we have provided a Revenues Payable Worksheet. This worksheet is very useful in separating out the different items that make up Gross Lift Revenue. In addition, it demonstrates some of the independent operator revenue at the resort. Would you kindly complete a revenues payable form for each of Whistler and Blackcomb. We are particularly interested in the air dome, bike training, heli-tour, and Whistler Mountain Guide income; and any other income related to the use of Crown land (other than daycare, banquets, lessons, food and beverage).

Darlene Clark | Manager, Project Administration

Mountain Resorts Branch | Ministry of Forests, Lands & Natural Resource Operations 510-175 2nd Avenue, Kamloops, BC V2C 5W1

Direct: 250-371-3938 |Fax: 250-371-3942

s.21

From:

Clark, Darlene FLNR:EX

Sent:

Monday, January 11, 2016 10:38 AM

To:

'accountspayable@whistlerblackcomb.com'

Subject:

FW: Royalty Payments to MRB: 2015 Fiscal Year End

Attachments:

Revenues Payable Worksheet.xlt

Good morning,

I am following-up on my email from January 6, 2016. Specifically, could we chat about the totals for Blackcomb's Gross Lift Revenue. We just want to make sure we have the correct total before we deposit the cheques.

Thank you very much.

Darlene

From: Clark, Darlene FLNR:EX

Sent: Wednesday, January 6, 2016 3:15 PM **To:** 'accountspayable@whistlerblackcomb.com'

Subject: Royalty Payments to MRB: 2015 Fiscal Year End

Good afternoon,

Our Branch received the 2015 remainder 2% royalty payments for both Whistler and Blackcomb. We have some questions. It looks like the ^{s.21} paid on behalf of Whistler Mountain is the 1% prepayment for the upcoming 2016 year. Please confirm.

Blackcomb's Gross Lift Revenue: s.21 2% of Gross Lift Revenue: s.21 s.21

5% GST: s.21

Total Owing: s.21

The cheque received is \$5.21

Please advise if there is an error.

Finally, we have had discussions with Whistler Blackcomb regarding the details of the use of Crown land. In these discussions, we have provided a Revenues Payable Worksheet. This worksheet is very useful in separating out the different items that make up Gross Lift Revenue. In addition, it demonstrates some of the independent operator revenue at the resort. Would you kindly complete a revenues payable form for each of Whistler and Blackcomb. We are particularly interested in the air dome, bike training, heli-tour, and Whistler Mountain Guide income; and any other income related to the use of Crown land (other than daycare, banquets, lessons, food and beverage).

Darlene Clark | Manager, Project Administration

Mountain Resorts Branch| Ministry of Forests, Lands & Natural Resource Operations



Schedule of Gross Lift Revenue

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Year ended September 30, 2014



KPMG LLP Chartered Accountants PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031 Internet www.kpmg.ca

INDEPENDENT AUDITORS' REPORT

To the Partners of Whistler Mountain Resort Limited Partnership

We have audited the accompanying Schedule of Gross Lift Revenue of Whistler Mountain Resort Limited Partnership for the year ended September 30, 2014. This schedule has been prepared by management in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement dated September 30, 1982 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Ski Corporation (and subsequently assigned to Whistler Mountain Resort Limited Partnership on October 31, 1997) (collectively "the Development Agreement").

Management's Responsibility for the Schedule

Management is responsible for the preparation of the schedule in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement; this includes determining that the basis of accounting is an acceptable basis for the preparation of the schedule in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the information in the Schedule of Gross Lift Revenue of Whistler Mountain Resort Limited Partnership for the year ended September 30, 2014 is prepared, in all material respects, in accordance with the financial provisions as defined by Section 1.01 of the Development Agreement.



Partners Whistler Mountain Resort Limited Partnership Independent Auditors' Report December 9, 2014

Basis of Accounting and Restriction on Distribution Use

Without modifying our opinion, we draw attention to note 1 to the Schedule of Gross Lift Revenue, which describes the basis of accounting. The schedule is prepared to assist Whistler Mountain Resort Limited Partnership in determining the gross lift revenue, as defined in section 1.01 of the Development Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Resort Limited Partnership and should not be used by parties other than Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Resort Limited Partnership.

Chartered Accountants

KPMG LLP

December 9, 2014 Vancouver, Canada

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

Year ended September 30, 2014

s.21

Gross lift revenue

See accompanying notes to the Schedule of Gross Lift Revenue

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Notes to the Schedule of Gross Lift Revenue

Year ended September 30, 2014

1. Basis of accounting

The Schedule of Gross Lift Revenue has been prepared in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement dated September 30, 1982 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Ski Corporation (and subsequently assigned to Whistler Mountain Resort Limited Partnership on October 31, 1997) (collectively "the Development Agreement").

Significant interpretations of the financial reporting provisions in Section 1.01 of the Development Agreement include the following:

- (i) Section 1.01 of the Development Agreement requires the components of the Schedule of Gross Lift Revenue to be prepared in accordance with generally accepted accounting principles (GAAP). Management has interpreted GAAP to be the recognition and measurement principles of International Financial Reporting Standards, and not the presentation principles or the presentation of all financial statements or note disclosures required by International Financial Reporting Standards for a complete set of financial statements.
- (ii) Gross revenue is defined in Section 1.01 of the Development Agreement, and includes the amount of receipts or receivables during the year for the right to use the facilities subject to an adjustment for bad debts.

Winstler Mountain Resort Limited Partnership Royalty PMT for FYE SEPTEMBER 30, 2014

Lift Revenue - 2014

s.21

s.21

2% of lift revenue Less 1% estimate paid December 2013

GST Royalty Payment January 31, 2014

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Schedule of Gross Lift Revenue

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Year ended September 30, 2014



KPMG LLP Chartered Accountants PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031 Internet www.kpmg.ca

INDEPENDENT AUDITORS' REPORT

To the Partners of Blackcomb Skiing Enterprises Limited Partnership

We have audited the accompanying Schedule of Gross Lift Revenue of Blackcomb Skiing Enterprises Limited Partnership for the year ended September 30, 2014. This schedule has been prepared by management in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement dated May 1, 1979 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Fortress Mountain Resorts Limited (and subsequently assigned to Blackcomb Skiing Enterprises Limited Partnership on October 31, 1990) (collectively "the Development Agreement").

Management's Responsibility for the Schedule

Management is responsible for the preparation of the schedule in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement; this includes determining that the basis of accounting is an acceptable basis for the preparation of the schedule in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the information in the Schedule of Gross Lift Revenue of Blackcomb Skiing Enterprises Limited Partnership for the year ended September 30, 2014 is prepared, in all material respects, in accordance with the financial provisions as defined by Section 1.13 of the Development Agreement.



Directors
Blackcomb Skiing Enterprises Limited Partnership
Independent Auditors' Report
December 9, 2014

Basis of Accounting and Restriction on Distribution Use

Without modifying our opinion, we draw attention to note 1 to the Schedule of Gross Lift Revenue, which describes the basis of accounting. The schedule is prepared to assist Blackcomb Skiing Enterprises Limited Partnership in determining the gross lift revenue, as defined in section 1.13 of the Development Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Blackcomb Skiing Enterprises Limited Partnership and should not be used by parties other than Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks or Housing and Blackcomb Skiing Enterprises Limited Partnership.

Chartered Accountants

KPMG LLP

December 9, 2014 Vancouver, Canada

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

Year ended September 30, 2014

Gross lift revenue s.21

See accompanying notes to the Schedule of Gross Lift Revenue

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Notes to the Schedule of Gross Lift Revenue

Year ended September 30, 2014

1. Basis of accounting

The Schedule of Gross Lift Revenue has been prepared in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement dated May 1, 1979 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and (and subsequently assigned to Blackcomb Skiing Enterprises Limited Partnership on October 31, 1990) (collectively "the Development Agreement").

Significant interpretations of the financial reporting provisions in Section 1.13 of the Development Agreement include the following:

- (i) Management has presented the components of the Schedule of Gross Lift Revenue in a manner consistent with generally accepted accounting principles (GAAP). Management has interpreted GAAP to be the recognition and measurement principles of International Financial Reporting Standards, and not the presentation principles or the presentation of all financial statements or note disclosures required by International Financial Reporting Standards for a complete set of financial statements.
- (ii) Gross revenue is defined in section 1.13 of the Development Agreement, and includes the amount of receipts or receivables during the year for the right to use the facilities subject to an adjustment for bad debts.

Schedule of Gross Lift Revenue

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Year ended September 30, 2013



KPMG LLP Chartered Accountants PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031 Internet www.kpmg.ca

INDEPENDENT AUDITORS' REPORT

To the Partners of Whistler Mountain Resort Limited Partnership

We have audited the accompanying Schedule of Gross Lift Revenue of Whistler Mountain Resort Limited Partnership for the year ended September 30, 2013. This schedule has been prepared by management in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement dated September 30, 1982 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Ski Corporation (and subsequently assigned to Whistler Mountain Resort Limited Partnership on October 31, 1997) (collectively "the Development Agreement").

Management's Responsibility for the Schedule

Management is responsible for the preparation a of the schedule in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement; this includes determining that the basis of accounting is an acceptable basis for the preparation of the schedule in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial information in the Schedule of Gross Lift Revenue of Whistler Mountain Resort Limited Partnership for the year ended September 30, 2013 is prepared, in all material respects, in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement.

Basis of Accounting and Restriction on Distribution of Use

Without modifying our opinion, we draw attention to note 1 to the Schedule of Gross Lift Revenue, which describes the basis of accounting. The schedule is prepared to assist Whistler Mountain Resort Limited Partnership, in determining the gross lift revenue, as defined in Section 1.01 of the Development Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Resort Limited Partnership and should not be used by parties other than Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Environment Lands and Parks or Whistler Mountain Resort Limited Partnership.

Chartered Accountants

LPMG LLP

December 20, 2013 Vancouver, Canada

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

Gross lift revenue

Year ended September 30, 2013		
O PM	s.21	

See accompanying notes to the Schedule of Gross Lift Revenue

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Notes to the Schedule of Gross Lift Revenue

Year ended September 30, 2013

1. Basis of accounting

The Schedule of Gross Lift Revenue has been prepared in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement dated September 30, 1982 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistier Mountain Ski Corporation (and subsequently assigned to Whistler Mountain Resort Limited Partnership on October 31, 1997) (collectively "the Development Agreement").

Significant interpretations of the financial reporting provisions in Section 1.01 of the Development Agreement include the following:

- (i) Section 1.01 of the Development Agreement requires the components of the Schedule of Gross Lift Revenue to be prepared in accordance with generally accepted accounting principles (GAAP). Management has interpreted GAAP to be the recognition and measurement principles of International Financial Reporting Standards, and not the presentation principles or the presentation of all financial statements or note disclosures required by International Financial Reporting Standards for a complete set of financial statements.
- (ii) Gross revenue is defined in Section 1.01 of the Development Agreement.

Schedule of Gross Lift Revenue

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Year ended September 30, 2013



KPMG LLP Chartered Accountants PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031 Internet www.kpmg.ca

INDEPENDENT AUDITORS' REPORT

To the Directors of Blackcomb Skiing Enterprises Limited Partnership

We have audited the accompanying Schedule of Gross Lift Revenue of Blackcomb Skiing Enterprises Limited Partnership for the year ended September 30, 2013. This schedule has been prepared by management in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement dated May 1, 1979 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Fortress Mountain Resorts Limited (and subsequently assigned to Blackcomb Skiing Enterprises Limited Partnership on October 31, 1990) (collectively "the Development Agreement").

Management's Responsibility for the Schedule

Management is responsible for the preparation of the schedule in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement; this includes determining that the basis of accounting is an acceptable basis for the preparation of the schedule in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial information in the Schedule of Gross Lift Revenue of Blackcomb Skiing Enterprises Limited Partnership for the year ended September 30, 2013 is prepared, in all material respects, in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement.

Basis of Accounting and Restriction on Distribution of Use

Without modifying our opinion, we draw attention to note 1 to the Schedule of Gross Lift Revenue, which describes the basis of accounting. The schedule is prepared to assist Blackcomb Skiing Enterprises Limited Partnership in determining the gross lift revenue, as defined in section 1.13 of the Development Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Blackcomb Skiing Enterprises Limited Partnership and should not be used by parties other than Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks or Housing and Blackcomb Skiing Enterprises Limited Partnership.

Chartered Accountants

KPMG LLP

December 20, 2013 Vancouver, Canada

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

Year ended September 30, 2013

Gross lift revenue s.21

See accompanying notes to the Schedule of Gross Lift Revenue

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Notes to the Schedule of Gross Lift Revenue

Year ended September 30, 2013

1. Basis of accounting:

The Schedule of Gross Lift Revenue has been prepared in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement dated May 1, 1979 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and (and subsequently assigned to Blackcomb Skiing Enterprises Limited Partnership on October 31, 1990) (collectively "the Development Agreement").

Significant interpretations of the financial reporting provisions in Section 1.13 of the Development Agreement include the following:

- (i) Management has presented the components of the Schedule of Gross Lift Revenue in a manner consistent with generally accepted accounting principles (GAAP). Management has interpreted GAAP to be the recognition and measurement principles of International Financial Reporting Standards, and not the presentation principles or the presentation of all financial statements or note disclosures required by International Financial Reporting Standards for a complete set of financial statements.
- (ii) Gross revenue is defined in section 1.13 of the Development Agreement.

Schedule of Gross Lift Revenue of

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Year ended September 30, 2012



KPMG LLP
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Canada

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INDEPENDENT AUDITORS' REPORT

To the Partners of Whistler Mountain Resort Limited Partnership

We have audited the accompanying Schedule of Gross Lift Revenue of Whistler Mountain Resort Limited Partnership for the year ended September 30, 2012. This schedule has been prepared by management in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement dated September 30, 1982 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Ski Corporation (and subsequently assigned to Whistler Mountain Resort Limited Partnership on October 31, 1997) (collectively "the Development Agreement").

Management's Responsibility for the Schedule

Management is responsible for the preparation a of the schedule in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement; this includes determining that the basis of accounting is an acceptable basis for the preparation of the schedule in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion.

In our opinion, the financial information in the Schedule of Gross Lift Revenue of Whistler Mountain Resort Limited Partnership for the year ended September 30, 2012 is prepared, in all material respects, in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement.

Basis of Accounting and Restriction on Distribution of Use

Without modifying our opinion, we draw attention to note 1 to the Schedule of Gross Lift Revenue, which describes the basis of accounting. The schedule is prepared to assist Whistler Mountain Resort Limited Partnership, in determining the gross lift revenue, as defined in Section 1.01 of the Development Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Resort Limited Partnership—and—should—not—be—used—by—parties—other—than—Her—Majesty—the—Queen—in—Right—of—the—Province of British Columbia, as represented by the Minister of Environment Lands and Parks or Whistler Mountain Resort Limited Partnership.

Chartered Accountants

LPMG LLP

December 17, 2012 Vancouver, Canada

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

Year ended September 30, 2012

Gross lift revenue s.21

See accompanying notes to the Schedule of Gross Lift Revenue.

WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP

Notes to the Schedule of Gross Lift Revenue

Year ended September 30, 2012

1. Basis of accounting:

The Schedule of Gross Lift Revenue has been prepared in accordance with the financial reporting provisions as defined by Section 1.01 of the Development Agreement dated September 30, 1982 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Whistler Mountain Ski Corporation (and subsequently assigned to Whistler Mountain Resort Limited Partnership on October 31, 1997) (collectively "the Development Agreement").

Significant interpretations of the financial reporting provisions in Section 1.01 of the Development Agreement include the following:

- (i) Section 1.01 of the Development Agreement requires the components of the Schedule of Gross Lift Revenue to be prepared in accordance with generally accepted accounting principles (GAAP). Management has interpreted GAAP to be the recognition and measurement principles of International Financial Reporting Standards, and not the presentation principles or the presentation of all financial statements or note disclosures required by International Financial Reporting Standards for a complete set of financial statements.
- (ii) Gross revenue is defined in Section 1.01 of the Development Agreement.

Schedule of Gross Lift Revenue of

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Year ended September 30, 2012



KPMG LLP Chartered Accountants PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031 Internet www.kpmg.ca

INDEPENDENT AUDITORS' REPORT

To the Directors of Blackcomb Skiing Enterprises Limited Partnership

We have audited the accompanying Schedule of Gross Lift Revenue of Blackcomb Skiing Enterprises Limited Partnership for the year ended September 30, 2012. This schedule has been prepared by management in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement dated May 1, 1979 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Fortress Mountain Resorts Limited (and subsequently assigned to Blackcomb Skiing Enterprises Limited Partnership on October 31, 1990) (collectively "the Development Agreement").

Management's Responsibility for the Schedule

Management is responsible for the preparation of the schedule in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement; this includes determining that the basis of accounting is an acceptable basis for the preparation of the schedule in the circumstances, and for such internal control as management determines is necessary to enable the preparation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial information in the Schedule of Gross Lift Revenue of Blackcomb Skiing Enterprises Limited Partnership for the year ended September 30, 2012 is prepared, in all material respects, in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement.

Basis of Accounting and Restriction on Distribution of Use

Without modifying our opinion, we draw attention to note 1 to the Schedule of Gross Lift Revenue, which describes the basis of accounting. The schedule is prepared to assist Blackcomb Skiing Enterprises Limited Partnership in determining the gross lift revenue, as defined in section 1.13 of the Development Agreement. As a result, the schedule may not be suitable for another purpose. Our report is intended solely for Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and Blackcomb-Skiing-Enterprises-Limited-Partnership and should not be used by parties other than Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks or Housing and Blackcomb Skiing Enterprises Limited Partnership.

Chartered Accountants

LPMG LLP

December 17, 2012 Vancouver, Canada

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Schedule of Gross Lift Revenue

Year ended September 30, 2012

Gross lift revenue

See accompanying notes to the Schedule of Gross Lift Revenue

BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP

Notes to the Schedule of Gross Lift Revenue

Year ended September 30, 2012

1. Basis of accounting:

The Schedule of Gross Lift Revenue has been prepared in accordance with the financial reporting provisions as defined by Section 1.13 of the Development Agreement dated May 1, 1979 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Lands, Parks and Housing and (and subsequently assigned to Blackcomb Skiing Enterprises Limited Partnership on October 31, 1990) (collectively "the Development Agreement").

Significant interpretations of the financial reporting provisions in Section 1.13 of the Development Agreement include the following:

- (i) Management has presented the components of the Schedule of Gross Lift Revenue in a manner consistent with generally accepted accounting principles (GAAP). Management has interpreted GAAP to be the recognition and measurement principles of International Financial Reporting Standards, and not the presentation principles or the presentation of all financial statements or note disclosures required by International Financial Reporting Standards for a complete set of financial statements.
- (ii) Gross revenue is defined in section 1.13 of the Development Agreement.