

May 20, 2013

PERSONAL AND CONFIDENTIAL

BC Golf Guide
1524 Woodridge Road
Kelowna, BC V1W 3B4, Canada

Dear Danny;

Pursuant to this letter, HST LESSEE MISSION HILLS LP d/b/a The Westin Mission Hills Golf Resort & Spa ("**Hotel**") agrees to provide rates for guest rooms at Hotel's facilities to BC Golf Guide ("**Company**") for use by Company and by travel agents, tour operators and wholesalers who primarily operate in off-line distribution channels (each, a "**B2B Partner**", and collectively, the "**B2B Partners**"), in accordance with, and subject to, the terms and conditions set forth below:

1. **Rates:** The rates for guest rooms at Hotel's facilities that may be included by Company and its B2B Partners in Travel Packages are specified on Exhibit A or on the rate sheet provided by Company. All rates are non-commissionable.
2. **Travel Packages:** Company must bundle and must take commercially reasonable steps to ensure that its B2B Partners bundle all guest rooms made available through this letter in a packaged travel product that is, at a minimum, a combination of a room and airfare, an overnight cruise, or another meaningful component ("**Travel Packages**") before Company and its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through this letter be sold by Company or its B2B Partners on a retail website in a room-only or unbundled manner.
3. **Non-Disclosure of Rates:** Company may not sell, and must take commercially reasonable steps to ensure that its B2B Partners do not sell, Hotel's guest rooms at rates provided through this letter in a manner that discloses, directly or indirectly, the rates for such guest rooms.
4. **Onward Distribution:** Except for B2B Partners, Company may not transfer or assign rates provided through this letter to any company or organization. Upon receipt of written notice from Hotel or Starwood Hotels & Resorts Worldwide, Inc. ("**Starwood**"), Company must stop distributing rates provided through this letter to any B2B Partner that has violated Starwood's Best Rate Guarantee (terms and conditions available at www.starwoodhotels.com/bestrate/index.html) or which Hotel or Starwood otherwise determine do not qualify for use of such rates.
5. **Disclosure:** Company must, and must take commercially reasonable steps to ensure that its B2B Partners: (a) clearly and conspicuously disclose to customers in advance of booking all state and local taxes and all automatic or mandatory charges specified by Hotel; and (b) advise all customers that they are responsible for payment of all charges over and above the guest room charge (e.g., internet access).
6. **Marketing:** Hotel grants Company a non-exclusive, royalty free, non-sub-licensable (except to B2B Partners), non-transferable, revocable license to use Hotel's trademarks and logos and text, images, data, or other content depicting or otherwise related to Hotel's facilities, solely to promote the sale of Travel Packages. All Hotel trademarks and content must be obtained through the Starwood Asset Library (www.starwoodassetlibrary.com) and must be used by Company and its B2B Partners in accordance with the Starwood Trademark Guidelines posted on the Starwood Archive.
7. **Revenue and Taxes:** For guest rooms at Hotel's facility sold by Company or its B2B Partners at rates provided through this letter, Company will pay Hotel an amount equal to one hundred percent (100%) of the rate plus any applicable taxes and other charges (the "**Standard Room Charge**"). As between Company and Hotel, Company will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "**Consumer Price**"). Company will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Consumer Price and the Standard Room Charge.
8. **Billing Privileges:** Company must fully prepay for all bookings under this letter, unless, upon application and review by Hotel, Hotel elects to extend direct billing privileges to Company. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Company's receipt of invoice from Hotel, and if not paid within 30 days will be accrue interest at 1½ % per month from the date of customer's departure.

9. **Reporting:** Upon Hotel's request, Company will provide Hotel with monthly reports in electronic form containing information about Hotel's guest rooms sold by Company and its B2B Partners under this letter.
10. **Insurance:** Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this letter and will provide evidence of such insurance upon request.
11. **Warranties:** Company and Hotel each represent and warrant that it has the right, power and authority to enter into this letter and to perform all of its obligations in this letter. Company further agrees that it is solely responsible for the content of marketing and advertising materials relating to Travel Packages, and Company represents and warrants that it and its B2B Partners will accurately and completely display at all times any guest room information provided by Hotel.
12. **Indemnification:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this letter or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, and contractors. Company agrees that its indemnity will cover claims: (a) resulting from Company or one of its B2B Partner's failure to pay any applicable taxes due on amounts it charged or collected; (b) resulting from Company or one of its B2B Partner's failure to clearly and conspicuously disclose to its consumer in advance of booking all mandatory fees and charges; or (c) by governmental authorities related to taxes or fees payable with respect to any amounts charged or collected by Company or its B2B Partners over and above the Standard Room Charge. Neither party will be liable for punitive damages.
13. **Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this letter through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. Notwithstanding the above, the parties may bring any claim or dispute arising out of a violation of the "Marketing" or "Confidentiality" provisions in state or federal court in New York, New York. In any arbitration or litigation arising out of or relating to this letter or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this letter.
14. **Laws and Policies:** Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act), its respective privacy policy, and Hotel rules and policies.
15. **Confidentiality:** Each party will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: information that: (a) is already known by the receiving party, free of any obligation to keep it confidential, (2) is or becomes publicly known through no wrongful act of the receiving party, (3) is received by the receiving party from a third party without any restriction on confidentiality, (4) is independently developed by the receiving party, (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (6) is approved for release by prior written authorization of the disclosing party.
16. **Termination:** Either party may terminate this letter in the event of a material breach of this letter by the other party if such breach is not cured within thirty (30) days from receipt of written notice of such breach.
17. **Relationship of Parties:** Neither this letter nor the cooperation of the parties contemplated by this letter will be deemed or construed to create any partnership or joint venture between the parties.
18. **Public Communications:** Neither party will make or issue any public statement or announcement regarding the existence or the content of this letter, unless as the other party will agree in writing to such statement or announcement prior to its issuance.
19. **Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.
20. **Notice:** Any notice required or permitted by the terms of this letter must be in writing.
21. **Assignment:** Company may not assign or delegate its rights or duties under this letter without Hotel's prior approval.
22. **Severability:** If any provision of this letter is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the letter will have full force and effect.
23. **Waiver:** If either party agrees to waive its right to enforce any term of this letter, it does not waive its right to enforce any other terms of this letter.

This letter constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Company.

ACCEPTED AND AGREED TO:

BC Golf Guide

HST LESSEE MISSION HILLS LP,
d/b/a: The Westin Mission Hills Golf Resort & Spa

By: _____
Danny Leitch
Director of Business Development

Gary Orfield
Account Director

Date: _____

Robert Ferguson
Director of Sales & Marketing

**EXHIBIT A
RATE AND INVENTORY AGREEMENT**

Name of Hotel: The Westin Mission Hills Golf Resort & Spa
71333 Dinah Shore Drive, Rancho Mirage, CA 92270

Inventory and Rates: The currency for all prices, rates, and charges stated in this letter is US Dollars.

FREE SELL: Company and its B2B Partners may book rooms without an allotment commitment until such time as Hotel notifies Company to cease booking rooms. **(All suites are on request and not part of Free Sell).** Any requests after the cutoff date must be requested directly from Hotel and subject to rate and availability. Reservation requests after the cutoff date will be confirmed at the prevailing rate, depending on the room category.

Requests may be **faxed** to The Westin Mission Hills Golf Resort & Spa Reservations Department, at **fax number (480) 624-1244 or e-mailed to ranch@westin.com**. A confirmation number must be received from Hotel acknowledging receipt and confirmation of reservation.

Please note preference: _____ Guest(s) will provide voucher at check-in _____ Guest(s) will be voucher-less

The following seasonal net wholesale leisure contract rates are offered to Company for the period of May 1, 2014 – May 07, 2015.

2014 - 2015 WHOLESALE RATES				
Season		Room Category	Net Rate	Rack Rate
I	01 MAY, 2014 – 12 JUNE, 2014	RESORT ROOM (ROH)	\$129.00	\$399.00
		RESORT VIEW ROOM	\$149.00	\$419.00
		RESORT SUITE (ON REQUEST)	\$189.00	\$474.00
II	13 JUNE, 2014 – 25 SEP, 2014	RESORT ROOM (ROH)	\$99.00	\$299.00
		RESORT VIEW ROOM	\$109.00	\$319.00
		RESORT SUITE (ON REQUEST)	\$139.00	\$374.00
III	26 SEP, 2014 – 08 JAN, 2015	RESORT ROOM (ROH)	\$159.00	\$599.00
		RESORT VIEW ROOM	\$179.00	\$619.00
		RESORT SUITE (ON REQUEST)	\$219.00	\$674.00
IV	09 JAN, 2015 – 07 MAY, 2015	RESORT ROOM (ROH)	\$229.00	\$599.00
		RESORT VIEW ROOM	\$269.00	\$619.00
		RESORT SUITE (ON REQUEST)	\$329.00	\$674.00

* All **Package Room Rates** are based on single / double occupancy unless otherwise noted. Rates are not applicable to groups.

In addition to the guest room accommodations, the net rates provided by the property include the following:

1. Resort charge waived (includes in-room high-speed internet, self parking, local / toll-free & credit card calls, Westin Workout & Spa access, in-room Starbucks coffee, tea & hot chocolate)	2. Daily continental breakfast (maximum of 2 people per room, gratuity NOT included)
3. 4th Night free (all days must be consecutive, unlimited)	Company agrees to promote ALL concessions in brochures and online content

2014 – 2015 Golf Wholesale Rates

	Stay & Play Green Fee		Non-Stay & Play		Public Fee		Resort Guest Fee		Replay Fee
	W/Day	W/End	W/Day	W/End	W/Day	W/End	W/Day	W/End	All Days
03 FEB, 2014 – 20 APR, 2014	\$95	\$110	\$115	\$130	\$140	\$160	\$105	\$120	\$55 *
21 APR, 2014 – 08 JUN, 2014	\$65	\$80	\$85	\$100	\$100	\$120	\$75	\$90	\$45 *
09 JUN, 2014 – 21 SEP, 2014	\$31	\$46	\$51	\$66	\$55	\$75	\$41	\$56	\$25 *
22 SEP, 2014 – 01 FEB, 2015	\$76	\$91	\$96	\$111	\$115	\$135	\$86	\$101	\$50 *

W/DAY = SUNDAY – THURSDAY ~ W/END = FRIDAY & SATURDAY

- Golf green fees are per person and in United States dollars. Green fee includes 18 holes of golf at either the PETE DYE RESORT or the GARY PLAYER SIGNATURE COURSES, a shared golf cart, practice range balls & tax.
- * Same day golf replay is complimentary in all seasons with the exception of 03 Feb, 2014 – 20 Apr, 2014. This added value is only applicable to Stay & Play rates (ie: guests staying at resort) Any replay rounds confirmed in advance subject to quoted rates.
- Stay & Play rates valid only with guestroom confirmation.
- Unless otherwise, noted, The Gary Player Signature Course will only be open Friday through Sunday in July, August & September. Please call for exact dates.

* COURSE MAINTENANCE

	Aerification		Overseeding	
	Closed	Reopens	Closed	Reopens
Pete Dye Resort Corse	Late May	2 Days	Late September	Mid October
	Mid July	2 Days		
Gary Player Signature Course	Late July	2 Days	Late October	Mid November
	Late August	2 Days		

***Please call for exact dates**

Tee-Time Booking Procedure: Rates only valid with advance reservations. Tee-time requests may be submitted via email to: westinmissionhills@troongolf.com. Please provide guest name, number of golfers, requested time and requested course. A confirmation email will be returned within one-business day. Eleven (11) people or less may be confirmed 60-days from date of play. Please contact hotel directly to confirm outside of 60-days.

Groups of 12 Players or More:

Groups of twelve (12) or more may be confirmed six (6) months from date of play on the Pete Dye Course and one (1) year on the Gary Player Course. The following additional fees are applicable to all groups: \$8.00 p/p February – April, \$7.00 p/p in May, \$4.00 p/p June – September & \$7.00 p/p October – January. This fee includes gratuity, scoring, proximity markers, cart signs, pairings & personalized scorecards.

Tee-Time Cancellation: Tee-times may be cancelled two (2) days (6:00pm local hotel time) prior to date of play at no penalty. Any cancellations inside this time frame or no-shows will result in 100% of anticipated green fees charged to credit card on file / master account.

Black-Out Dates: Blackout dates as specified on Exhibit B are current as of this contract date.

Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 24 hours of the notification of the black-out at Hotel. Please note that the black-out dates may be added during the year at any time. Hotel will advise Company of this in advance and in this case, Hotel will request that Company stop selling from the allotment and submit reservations already made within 24 hours from the date of notice.

Cut-Off Dates: Hotel has no obligation to honor the reservation at the contract rate made past the below cut-off dates:

Effective Dates	Cut-Off Dates
All Dates	3-Days

Rate Conditions:

Taxes: All room rates quoted are net, non-commissionable and subject to all applicable taxes; Occupancy: 10.065% and a Tourism B.I.D. Assessment: 2.00%; (rates are per room per night). The percentages specified are subject to change by government regulation and may be payable by Company on the margin applied to the guest rooms over and above the room rate.

Incidental and Additional Charges: (Prices subject to change)

- a. ***Children Policy:*** No charge for children under 18 when occupying same room as adult(s) and using existing beds in rooms.
- b. ***Extra Adult Person Charge:*** The above net rates are for single/double occupancy. Each additional adult will be charged \$35.00 plus tax per day (or \$49 inclusive of continental breakfast), with a maximum of 4 people per room.
- c. ***Rollaway Beds:*** On request and based on availability. Additional occupancy charge may be incurred.
- d. ***Parking:*** Hotel offers self-parking complimentary and valet parking at \$7.00 per car per day.
- e. ***Porterage:*** At guest discretion unless group booking with arrivals / departures via motor coach. \$12 round-trip per person.
- f. ***Tennis (on-site):*** (7) hard courts; \$20 per hour. Lessons, clinics & equipment available at an additional charge.
- g. ***Golf (on-site):*** (2) signature courses available.
- h. ***Spa (on-site):*** Full menu of services available at an additional charge.

Check-in and Check-out Time: Check-in time is 3:00 PM check-out time is 12:00 PM. All guests arriving before 3:00 PM will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

Cancellation Policy: Room reservations may be canceled up to 48 hours prior to arrival via fax. If cancellation occurs within 48 hours of arrival or if a no-show occurs, a one-night cancellation fee including room and tax, will be assessed. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. The daily cancellation fee will not be contingent on Hotel's occupancy for the nights for which rooms are cancelled. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should the Company fail to pay the cancellation fee, Hotel may cancel the Company's billing privileges or this letter, at Hotel's sole discretion, without any obligation or liability whatsoever. No refunds will be provided for early departure. The cancellation policy may be changed by Hotel at any time in Hotel's sole discretion.

Early Departure Policy: An early departure fee of one night's room and tax will be billed to Company in the event guests do not utilize all nights originally booked but not consumed. Guests may change their departure date upon check-in without penalty.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; and (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager.

Disability Accommodation Policy: As all of Hotel's accommodations are sold on a first come first served basis, in order to ensure that Hotel is able to best accommodate any guests with disabilities, it is the responsibility of Company to notify Hotel at least 30 days in advance of the need for any special accommodations, including accessible guest rooms. Should Company fail to do this, Hotel may not be able to ensure that disabled guests receive their requested accommodations.

BILLING OPTIONS

DIRECT BILL: Based on credit approval....please complete credit application if not previously submitted

All charges billed to a master account as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice. In the event bills are not paid within this 30-day period, a 1-1/2% per month late payment charge may be assessed. All incidentals will be collected from the guest upon check-out, unless otherwise stated in Company's voucher. If vouchers are revised in any way, please forward a copy to Hotel, so that the Reservation, Front Office and Accounting Departments may become familiar with them.

Hotel reserves the right to demand full payment or revoke Company's direct billing privileges for rooms held under this letter should a delinquency in payment occur. If direct billing privileges are revoked, all future reservations will be handled under the Hotel's standard pre-payment terms.

PRE-PAY:

Reservations must be prepaid by Company 14-days prior to guest's arrival. If the full prepayment is not received by such date, the room reservation(s) and golf tee-time(s) will automatically be canceled. A valid credit card must be provided at time of reservation request.

Reservation requests inside 14-days prior to guest arrival must be prepaid via valid credit card at time of reservation request unless other arrangements have been made with Hotel

Checks for full prepayment should be made **payable to Hotel** by individual reservation, noting guest name and arrival date. Checks should be mailed to Hotel; Attention: Accounts Receivable. When utilizing a Bank Wire to prepay reservations, Company must notify Hotel in advance and request from Hotel wire instructions. Guest information (i.e., Guest Name, Travel Date, and Hotel Name) must be included with the wire transfer. All payments must be received by Hotel on or before 14-days prior to guest arrival.

CONTACT INFORMATION:

Reservations Contact Information:

Name: Lindsey Nevarez
Title: Revenue / Reservations Manager
Phone: 760-202-2094
Fax: 760-321-2607 (not for reservation requests)
Email: lindsey.nevarez@westin.com

Sales Department Contact Information:

Name: Gary Orfield
Title: Account Director; Leisure Sales
Phone: 760-770-2145
Fax: 760-770-2138
Email: gary.orfield@westin.com

Revenue Manager's Contact Information:

Name: Dawn Raim
Title: Director of Revenue
Phone: 760-770-2121
Fax: 760-321-2607
Email: dawn.raim@westin.com

Accounting Department Contact Information:

Name: Latia Fisher
Title: Accounts Receivable Supervisor
Phone: 760-202-2058
Fax: 760-770-2173
Email: latia.fisher@westin.com

Golf Contact Information:

Name: Greta Hofius
Title: Director of Golf Services
Phone: 760-770-2126
Fax: 760-770-4984
Email: greta.hofius@westin.com

Guestroom Reservation Requests:

Email: ranch@westin.com
Fax: 480-624-1244

Tee-Time Requests:

Email: westinmissionhills@troongolf.com

EXHIBIT B

BLACKOUT / STOP SELL DATES			
ADDITIONAL / NEW DATES ARE HIGHLIGHTED IN YELLOW			
* TOTAL BLACKOUT, INCLUDING SUITES, WHEN RESORT ROOM & RESORT VIEW CLOSED ON SAME DATE			
<i>Update: 15 MAY, 2013</i>			
Resort Room	Blackout Date Added	Resort View	Blackout Date Added
25 May 2013	14 May 2013	25 May 2013	14 May 2013
26 May 2013	14 May 2013	26 May 2013	14 May 2013
01 June 2013	15 May 2013		
07 June 2013	05 Mar 2013	07 June 2013	15 May 2013
08 June 2013	05 Mar 2013	08 June 2013	15 May 2013
14 Jan 2014	08 Feb 2013	14 Jan 2014	08 Feb 2013
15 Jan 2014	08 Feb 2013	15 Jan 2014	08 Feb 2013
23 Jan 2014	08 Feb 2013	23 Jan 2014	05 Mar 2013
24 Jan 2014	08 Feb 2013	24 Jan 2014	05 Mar 2013
2 April 2014	10 Apr 2013	2 April 2014	10 Apr 2013
3 April 2014	10 Apr 2013	3 April 2014	10 Apr 2013
4 April 2014	10 Apr 2013	4 April 2014	10 Apr 2013
5 April 2014	10 Apr 2013	5 April 2014	10 Apr 2013