

AFTER RECORDING, PLEASE RETURN TO:

Shawn C. Ferrin
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, Utah 84145-0898

00556961 Br01303 Pg00296-00304
ALAN SPRIGGS, SUMMIT CO RECORDER
2000 JAN 11 09:44 AM FEE \$28.00 BY GGB
REQUEST: FIRST AMERICAN TITLE CO UTAH

**SECOND AMENDMENT TO THE CANYONS
RESORT VILLAGE MANAGEMENT AGREEMENT
(Spoor)**

THIS SECOND AMENDMENT TO THE CANYONS RESORT VILLAGE MANAGEMENT AGREEMENT ("Amendment") is made and entered into to be effective as of January 7, 2000, by and between ASC Utah, Inc., d.b.a. The Canyons, a Maine corporation with a place of business at 4000 The Canyons Resort Drive, Park City, Utah 84098 ("ASC Utah"); American Skiing Company Resort Properties, Inc., a Maine corporation with a place of business at One Parkway, P.O. Box 450, Bethel, Maine 04217 ("ASCRP"); The Canyons Resort Village Association, Inc., a Utah nonprofit corporation with a place of business at 4000 The Canyons Resort Drive, Park City, Utah 84098 ("Association"); and William Lincoln Spoor and Leslee Sherrill Spoor with an address of P.O. Box 1226, Park City, Utah 84060, Attention: Michael LaPay (collectively, "Spoor"), with reference to the following:

A. Spoor is the owner of that certain parcel of real property ("Spoor Parcel") located in Summit County, Utah and more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

B. ASC Utah, ASCRP and other owners or lessees of real property located at The Canyons, Summit County, Utah entered into The Canyons Resort Village Management Agreement ("Agreement") dated November 15, 1999, and recorded on December 15, 1999, as Entry No. 555285, in Book 1300, beginning at Page 1 of the records of the Summit County Recorder's Office, as amended by the First Amendment to The Canyons Resort Village Management Agreement, dated December 17, 1999, and recorded on December 17, 1999, as Entry No. 555434, in Book 1300, beginning at Page 668 of the records of the Summit County Recorder's Office.

C. ASC Utah, ASCRP, the Association and Spoor desire to amend the Agreement to add Spoor as a Member and a Participant (as those terms are defined in the Agreement), and to subject the Spoor Parcel, to the terms and conditions of the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, ASC Utah, ASCRP, the Association and Spoor agree as follows:

1. Definitions. Unless otherwise indicated herein, all capitalized terms used in this Amendment shall have the meanings as set forth in the Agreement.

2. Addition of Spoor and Spoor Parcel. In accordance with paragraph 7.1(a) of the Agreement, the Agreement is hereby amended to add Spoor as a Member and a Participant under the Agreement, and to add the Spoor Parcel as a part of the Resort Property such that Spoor and the Spoor Parcel shall be subject to, and shall benefit from, all of the terms, covenants, easements, restrictions and conditions of the Agreement. The Association, ASC Utah, ASCRP and Spoor hereby (i) acknowledge and agree to be bound by the terms, conditions and obligations contained in the Agreement, and (ii) convey, assign, transfer and grant to each other and their respective Resort Property all of the rights, title and interests as provided for in the Agreement.

3. Ratification. Except as set forth herein, all of the terms and conditions contained in the Agreement shall remain the same and in full force and effect, and the Agreement is hereby ratified and reaffirmed, and the parties agree to be bound by the provisions of the Agreement.

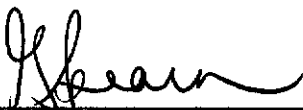
4. Further Action. The parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Amendment.

5. Counterparts. This Amendment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.


Executed to be effective as of the date and year first above written.

ASSOCIATION:

THE CANYONS RESORT VILLAGE
ASSOCIATION, INC., a Utah nonprofit
corporation

By: 
Print Name: GREG SPEAR
Its: PRESIDENT

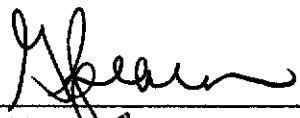
SPOOR:


William Lincoln Spoor and

Leslee Sherrill Spoor

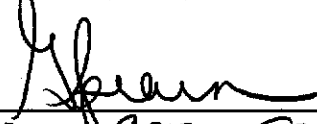
ASC UTAH:

ASC UTAH, INC., dba The Canyons, a Maine
corporation

By: 
Print Name: GREG SPEAR
Its: VICE PRESIDENT

ASCRP:

AMERICAN SKIING COMPANY RESORT
PROPERTIES, INC., a Maine corporation

By: 
Print Name: GREG SPEAR
Its: SENIOR VICE PRESIDENT

2. Addition of Spoor and Spoor Parcel. In accordance with paragraph 7.1(a) of the Agreement, the Agreement is hereby amended to add Spoor as a Member and a Participant under the Agreement, and to add the Spoor Parcel as a part of the Resort Property such that Spoor and the Spoor Parcel shall be subject to, and shall benefit from, all of the terms, covenants, easements, restrictions and conditions of the Agreement. The Association, ASC Utah, ASCRP and Spoor hereby (i) acknowledge and agree to be bound by the terms, conditions and obligations contained in the Agreement, and (ii) convey, assign, transfer and grant to each other and their respective Resort Property all of the rights, title and interests as provided for in the Agreement.

3. Ratification. Except as set forth herein, all of the terms and conditions contained in the Agreement shall remain the same and in full force and effect, and the Agreement is hereby ratified and reaffirmed, and the parties agree to be bound by the provisions of the Agreement.

4. Further Action. The parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Amendment.

5. Counterparts. This Amendment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

Executed to be effective as of the date and year first above written.

ASSOCIATION:

THE CANYONS RESORT VILLAGE ASSOCIATION, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

SPOOR:

William Lincoln Spoor and


Leslee Sherrill Spoor

ASC UTAH:

ASC UTAH, INC., dba The Canyons, a Maine corporation

By: _____
Print Name: _____
Its: _____

ASCRP:

AMERICAN SKIING COMPANY RESORT PROPERTIES, INC., a Maine corporation

By: _____
Print Name: _____
Its: _____

STATE OF _____)
: ss.
COUNTY OF _____)

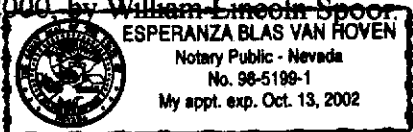
The foregoing instrument was acknowledged before me this _____ day of January, 2000, by Leslee Sherrill Spoor.

My Commission Expires:

Notary Public
Residing at: _____

STATE OF Nevada)
: ss.
COUNTY OF Clark)

The foregoing instrument was acknowledged before me this 7th day of January, 2000, by ~~William Lincoln Spoor~~



Esperanza Blas Van Hoven
Notary Public
Residing at: Las Vegas

My Commission Expires:

October 13, 2002

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____ the _____ of American Skiing Company Resort Properties, Inc., a Maine corporation.

My Commission Expires:

Notary Public
Residing at: _____

00556961 Bk01303 Pg00299

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2000, by Leslee Sherrill Spoor.

SEE ATTACHED CERTIFICATE
Notary Public
Residing at: _____

My Commission Expires:

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2000, by William Lincoln Spoor.

Notary Public
Residing at: _____

My Commission Expires:

STATE OF _____)
: ss.
COUNTY OF _____)

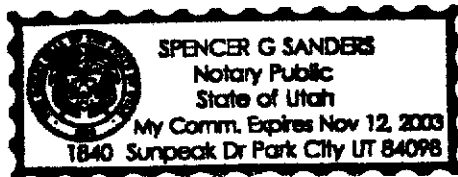
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The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2000, by GREG SPEAR, the SENIOR VICE PRESIDENT of American Skiing Company Resort Properties, Inc., a Maine corporation.

Spencer G. Sanders
Notary Public
Residing at: SALT LAKE COUNTY

My Commission Expires:

Nov. 12th, 2003



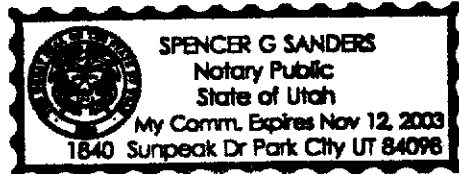
STATE OF UTAH)
 : ss.
 COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2000, by GREG SPEARN the VICE PRESIDENT of ASC UTAH, INC., dba The Canyons, a Maine corporation.

Spencer G Sanders
Notary Public
Residing at: SALT LAKE COUNTY

My Commission Expires:

Nov. 12, 2003



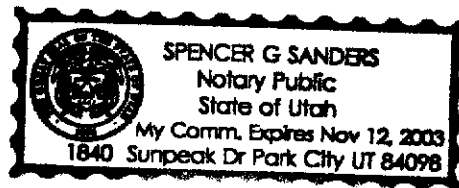
STATE OF UTAH)
 : ss.
 COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2000, by GREG SPEARN the PRESIDENT of The Canyons Resort Village Association, Inc., a Utah nonprofit corporation.

Spencer G Sanders
Notary Public
Residing at: SALT LAKE COUNTY

My Commission Expires:

Nov. 12, 2003



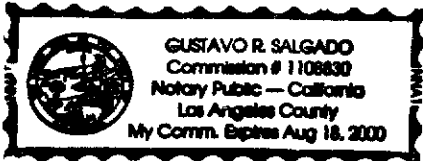
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles } ss.

On JANUARY 6, 2000, before me, Gustavo R. Salgado, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared LESLEE PEYTON SHERRILL
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Gustavo R. Salgado
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SECOND AMENDMENT TO THE CANYONS

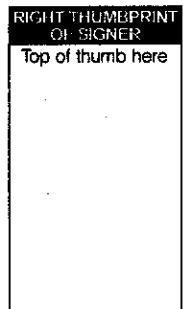
Document Date: 1-6-00 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



**EXHIBIT A
TO
SECOND AMENDMENT TO THE CANYONS
RESORT VILLAGE MANAGEMENT AGREEMENT**

SPOOR PARCEL

The Spoor Parcel is located in Summit County, Utah and is more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF THE DUFFIN PROPERTY AS DESCRIBED IN MESNE DOCUMENT OF RECORD. SAID POINT OF BEGINNING BEING SOUTH 1208.5 FEET AND NORTH 89°50' WEST 2502.6 FEET FROM THE GLO BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND FROM WHICH MONUMENT THE SUMMIT COUNTY BRASS CAP MONUMENT AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST BEARS NORTH 0°00'00" EAST (BASIS OF BEARING); THENCE NORTH 89°50' WEST 240.28 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO JOHN H. BARNARD BY DEED RECORDED MARCH 9, 1989 AS ENTRY NO. 305476 IN BOOK 514 AT PAGE 531 OF OFFICIAL RECORDS; THENCE NORTH 139.16 FEET TO THE NORTHEAST CORNER OF SAID BARNARD PROPERTY; THENCE EAST 6.46 FEET; THENCE NORTH 366.14 FEET TO A POINT ON THE SOUTH LINE OF THE PROPERTY CONVEYED TO JOHN W. JENKINS BY DEED RECORDED NOVEMBER 13, 1990 AS ENTRY NO. 332617 IN BOOK 586 AT PAGE 306 OF OFFICIAL RECORDS; THENCE EAST 233.82 FEET TO THE SOUTHEAST CORNER OF SAID JENKINS PROPERTY; THENCE SOUTH 506.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY 50 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE LINE OF MAJOR DRIVE, ACCORDING TO PARK CITY WEST PLAT NO. 2, SAID POINT OF BEGINNING NORTH 1253 FEET AND WEST 750 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 680.6 FEET; THENCE SOUTH 10°10' EAST 355 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 636.62 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 100°10' 1112.96 FEET; THENCE WEST 1452 FEET.

TOGETHER WITH A 25 FOOT WIDE RIGHT OF WAY BEING 12.5 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT WHICH IS SOUTH 67°05' WEST 2699.42 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 25°00'00" EAST 202.41 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 65°00'00" EAST 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 43.63 FEET THRU CENTRAL ANGLE OF 25°00'00"; THENCE NORTH 50°00'00" EAST 202.94 FEET TO A POINT ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 40°00'00" WEST 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET, THRU A CENTRAL ANGLE OF 22°30'00"; THENCE NORTH 27°30'00" EAST 79.74 FEET TO A POINT ON A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 62°30'00" EAST 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 54.54 FEET, THRU A CENTRAL ANGLE OF 62°30'00"; THENCE NORTH 90°00'00" EAST 267.65 FEET AND TERMINATING.

ALSO SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY 30 FEET WIDE THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1208.5 FEET SOUTH AND NORTH 89°50' WEST 2502.6 FEET AND NORTH 680 FEET AND WEST 15 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 296 FEET; THENCE SOUTH 70°51'40" WEST 264.64 FEET.

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