

MODIFICATION AGREEMENT No. 3
(Canyons)

THIS MODIFICATION AGREEMENT No. 3 (this "Agreement"), is made as of the 29th day of August, 2002, by and between **GRAND SUMMIT RESORT PROPERTIES, INC.**, a Maine corporation ("**Trustor**"), whose address is P.O. Box 450, Sunday River Road, Bethel, ME 04217 for the benefit of **TEXTRON FINANCIAL CORPORATION**, a Delaware corporation, as Administrative Agent under that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, having a mailing address of 333 East River Drive, East Hartford, Connecticut 06108.

RECITALS:

WHEREAS, Trustor executed and delivered to Administrative Agent that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, dated as of September 1, 1998, which was recorded December 31, 1998, in Book 1217 at Page 184 in the Office of the Recorder of Summit County, Utah (said Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, as amended up to the date hereof, being referred to in this Agreement as the "**Existing Deed of Trust**"); and

WHEREAS, Trustor executed and delivered to Administrative Agent that certain Assignment of Rents and Leases, dated as of September 1, 1998, which was recorded December 31, 1998, in Book 1217 at Page 200 in the Office of the Recorder of Summit County, Utah (said Assignment of Leases and Rents, as amended up to the date hereof, being referred to in this Agreement as the "**Existing Assignment of Rents**"); and

WHEREAS, Trustor, Administrative Agent and the Lenders (as defined in the Existing Deed of Trust) are, contemporaneously herewith, entering into that certain Sixth Amendment Agreement dated as of August 29, 2002 to that certain Loan and Security Agreement dated as of September 1, 1998, referred to in the Existing Deed of Trust as the "LSA;" and

WHEREAS, Trustor and Textron Financial Corporation are, contemporaneously herewith, entering into that certain Second Amendment Agreement dated as of August 29, 2002 to that certain Statement of Intention and Special Additional Financing Agreement dated July 25, 2000; and

WHEREAS, Trustor and Grantee desire to amend the Existing Deed of Trust to reflect the changes in the aforesaid Sixth Amendment Agreement and Second Amendment Agreement.

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ALAN SPRIGGS, SUMMIT CO RECORDER
2002 SEP 27 14:58 PM FEE \$22.00 BY DMG
REQUEST: FIRST AMERICAN TITLE CO UTAH

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the foregoing recitals, of the covenants and agreements hereinafter stated, and for other good and valuable consideration received to the mutual satisfaction of the parties hereto, the undersigned hereby agree as follows:

1. Modification to the Existing Deed of Trust.

The reference in the Existing Deed of Trust to "Steamboat Construction Project Advance Promissory Note" from Trustor to Textron Financial Corporation is hereby amended to read as follows:

(1) "Steamboat Construction Project Advance Promissory Note dated September 28, 1998, from Grantor to Textron Financial Corporation, in the stated principal amount of \$22,000,000 plus \$10,000,000 under that certain Attachment Amendment to said Promissory Note (as amended) plus adjustments under the LSA;"

The Existing Deed of Trust, as modified herein, is hereby ratified and confirmed by Trustor, and every provision, covenant, grant, condition, obligation, right and power contained in and under the Existing Deed of Trust, as herein modified, shall continue in full force and effect, affected by this Agreement only to the extent of the amendments and modifications expressly set forth herein.

2. Modification to the Existing Assignment of Rents.

The maturity dates of the Note (as such term is defined in the Existing Assignment of Rents) referred to in the Existing Assignment of Rents shall range from March 31, 2003 to September 30, 2004.

The Existing Assignment of Rents, as modified herein, is hereby ratified and confirmed by Trustor, and every provision, covenant, grant, condition, obligation, right and power contained in and under the Existing Assignment of Rents, as herein modified, shall continue in full force and effect, affected by this Agreement only to the extent of the amendments and modifications expressly set forth herein.

3. Continued Force and Effect.

Except as expressly provided in this Agreement, the Existing Deed of Trust has not been modified or otherwise amended. Except as expressly provided in this Agreement, the Existing Assignment of Rents has not been modified or otherwise amended.

4. Miscellaneous.

The Recitals set forth at the beginning of this Agreement are incorporated in and made a part of this Agreement by this reference. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement and the obligations of such parties hereunder are and at all times shall be deemed to be for the exclusive benefit of such parties and

their respective heirs, executors, administrators, legal representatives, successors and assigns, and nothing set forth herein shall be deemed to be for the benefit of any other person. Nothing set forth in this paragraph shall be deemed or construed to create, recognize or allow any assignment or transfer of rights not otherwise provided for in this Agreement.

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**TEXTRON FINANCIAL
CORPORATION, as
Administrative Agent**

By *AJ Duncanson*
Name: Alicia-Ann J. Duncanson
Its: AVP-Loan Manager

STATE OF COLORADO)
)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 24th day of September, 2002,
by Alicia-Ann J. Duncanson, the AVP-Loan Manager of Textron Financial Corporation, a
Delaware corporation, on behalf of said corporation.

Michael S. [Signature]
Notary Public
My Commission Expires: *12/31/04*



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LEGAL DESCRIPTION

UNITS G02, INTERVALS I, II, III & IV; UNIT G08, INTERVAL I; UNIT G26, INTERVALS I, II, III & IV; UNIT G32, INTERVAL I, II, III & IV; UNIT 100, INTERVAL I, II, III & IV; UNIT 110, INTERVAL II & III; UNIT 114, INTERVAL I, III & IV; UNIT 116, INTERVALS I, II, III & IV; UNIT 117, INTERVAL II & III; UNIT 120, INTERVALS I, II, III & IV; UNIT 123, INTERVALS I, II, III & IV; UNIT 139, INTERVALS I, II & IV; UNIT 142, INTERVALS III & IV; UNIT 145, INTERVALS I, II, III & IV; UNIT 200, INTERVALS I, II & III; UNIT 201, INTERVALS I, II, III & IV; UNIT 211, INTERVALS I, II, III & IV; UNIT 220, INTERVALS II & IV; UNIT 221, INTERVALS I, II, III & IV; UNIT 223, INTERVALS I, II, III & IV; UNIT 224, INTERVAL II; UNIT 234, INTERVALS II, III & IV; UNIT 241, INTERVALS I, II, III & IV; UNIT 251, INTERVALS I & IV; UNIT 253, INTERVAL II; UNIT 255, INTERVALS I, II, III & IV; UNITS 259, INTERVALS I, II, III & IV; UNIT 300, INTERVAL I, II & IV; UNIT 301, INTERVALS I, II, III & IV; UNIT 306, INTERVALS II & III; UNIT 310, INTERVAL II; UNIT 318, INTERVAL II; UNIT 323, INTERVALS I & IV; UNIT 340, INTERVAL I, II, III & IV; UNIT 341, INTERVAL II & IV; UNIT 342, INTERVAL III; UNIT 345, INTERVAL II; UNIT 346, INTERVAL I, II, III & IV; UNIT 354, INTERVALS I, II, III & IV; UNIT 360, INTERVALS II, III & IV; UNIT 362, INTERVALS I, II & IV; UNIT 408, INTERVALS I, II, III & IV; UNIT 409, INTERVAL I, II, III & IV; UNIT 411, INTERVAL I; UNIT 429, INTERVALS I, II, III & IV; UNIT 431, INTERVALS I, II, III & IV; UNIT 441, INTERVAL I & II; UNIT 445, INTERVAL II; UNIT 449, INTERVAL I; UNIT 459, I, II, III & IV; UNIT 460, INTERVAL I, II, III & IV; UNIT 462, INTERVALS II & III; UNIT 467, INTERVALS I & III; UNIT 468, INTERVALS I, II, III & IV; UNIT 470, INTERVAL I; UNIT 506, INTERVAL I, II, III & IV; UNIT 507, INTERVAL I; UNIT 508, INTERVALS I & III; UNIT 514, INTERVALS III & IV; UNIT 516, INTERVALS I, II, III & IV; UNIT 533, INTERVALS I, II & III; UNIT 535, INTERVALS I, II, III & IV; UNIT 537, INTERVAL I, II, III & IV; UNIT 539, INTERVALS I, II, III & IV; UNIT 541, INTERVAL I, II, III & IV; UNIT 543, INTERVALS I, II, III & IV; UNIT 544, INTERVALS I, II & IV; UNIT 545, INTERVAL II; UNIT 552, INTERVALS I, III & IV; UNIT 558, INTERVALS I, II, III & IV; UNIT 609, INTERVAL IV; UNIT 628, INTERVAL I; UNIT 700, INTERVALS III & IV; and UNIT 701, INTERVAL I; of GRAND SUMMIT RESORT HOTEL AT THE CANYONS, a Utah Condominium Project, together with an appurtenant undivided interest in the Common Elements as established and identified in (i) the Declaration of Condominium for GRAND SUMMIT RESORT HOTEL AT THE CANYONS dated January 27, 2000, and recorded on January 31, 2000, as Entry No. 558243, in Book 1305, Beginning at Page 756 in the Official Records of the Summit County, Utah Recorder's Office, and (ii) the Record of Survey Map for GRAND SUMMIT RESORT HOTEL AT THE CANYONS recorded January 31, 2000, as Entry No. 558242 in the Official Records of the County Recorder of Summit County.

TOGETHER WITH all easements, rights, benefits and obligations arising under The Canyons Resort Village Management Agreement dated November 15, 1999, and recorded on December 15, 1999, as Entry No. 555285, in Book 1300, Beginning at Page 1, and 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, and by the Second Amendment to The Canyons Resort Village Management Agreement, dated January 7, 2000, and recorded on January 11, 2000, as Entry No. 556961, in Book 1303, beginning at Page 296 and by the Third Amendment to The Canyons Resort Village

Management Agreement, dated January 27, 2000 and recorded January 31, 2000, as Entry No. 558232, in Book 1305 beginning at page 719 all of the records of the County Recorder of Summit County.

TAX ID NO. GSRHC-UNIT#

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