

SUPPLEMENT TO AGREEMENT

THIS SUPPLEMENT TO AGREEMENT is made and entered into effective as of February 22, 2006, by and between SUNSTONE SIDEWINDER, LLC, a Delaware limited liability company (the "Company"), and the PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION, a Utah non-profit corporation (the "Association").

WHEREAS, Kahler E & P Partners, L.P.I, a Delaware limited partnership (Kahler"), and the Association made and entered into that certain Agreement dated as of October 21, 1998, and recorded at Reception No. 00521828, Summit County real property records (the "Agreement"); all definitions used and defined in such Agreement shall have the same definitions in this instrument; and

WHEREAS, the Company has been assigned Kahler's ownership interest in the Hotel and is the assignee of Kahler under the Agreement; and

WHEREAS, the Agreement provided in Section 8.A for construction by Kahler of certain Improvements constituting part of the Hotel which encroach upon the Association Property, and provided further in Section 8.B for the sale and leaseback, for the life of the Hotel on the Hotel Property, of such Improvements; and

WHEREAS, the Agreement provided in Section 8.E for possible future additions to the Improvements; and

WHEREAS, the Company desires to construct a new balcony stair as part of and interconnected with the Hotel but located on the Association Property (the "New Stairway"), the location and design of such new Stairway being set forth in the design and plans consisting of a cover sheet and pages A-1 and A-2 of the Marriott Park City New Balcony Stair Project, prepared by EKD Design, Salt Lake City, Utah, Project No. 06049, dated February 23, 2006 (the "Stair Plans"); and

WHEREAS, pursuant to Section 8.E of the Agreement, the Company has submitted the Stair Plans to the Association, and the Association has consented to the Stair Plans and the construction of the New Stairway on Association Property in substantial conformity with the Stair Plans; and

WHEREAS, the parties desire to enter into this instrument as a supplement to the Agreement in order to incorporate the New Stairway as part of the Improvements under the provisions of Section 8 of the Agreement, and in order to accomplish the agreements herein.

NOW, THEREFORE, the Company and Association, in consideration of the mutual agreements herein, and for other good and valuable consideration, do hereby agree, promise, and covenant as follows:

1. Approval of Stair Plans. The Association has reviewed the Stair Plans and hereby consents to and approves the Stair Plans, including any minor and inconsequential changes thereto necessitated by approval thereof in the governmental permit process or the physical construction of

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ALAN SPRIGGS, SUMMIT CO RECORDER
2006 MAY 09 08:50 AM FEE \$25.00 BY BW
REQUEST: HORIZON TITLE INSURANCE
Electronically Recorded by Simplifile

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the New Stairway. Such minor and inconsequential changes need not require further consent by the Association.

2. Building Permit; Construction. The Company shall apply for such building and development permits as are necessary for construction of the New Stairway, and the Association shall consent to and support such applications for such permits. When all required permits have been obtained by the Company, the Company may proceed to construct the New Stairway on the Association Property. All costs associated with obtaining the permits for and constructing the New Stairway shall be the responsibility of the Company. The Association hereby grants to the Company a right of ingress and egress of construction vehicles, material, and personnel on and over the Association Property for purposes of completion of construction of the New Stairway.

3. New Stairway as Improvement. The New Stairway, when constructed, shall be deemed to be an Improvement under the terms of Section 8 of the Agreement, the same as if specifically identified on the Remodel Plans and listed in such Section 8.A. Therefore, all costs of constructing of such New Stairway shall be borne by the Company. Further, effective upon completion of construction of the New Stairway, the Company does hereby sell and convey the New Stairway to the Association, and the Association does hereby purchase the New Stairway from the Company, for One Dollar (\$1.00), payable by the Association to the Company within a reasonable time after completion of construction of the New Stairway. Simultaneously with the effectiveness of such purchase and sale, the Association does hereby irrevocably lease back the New Stairway to the Company for a period of time equal to the life of the Hotel on the Hotel Property, for a total rental for such total period of One Dollar (\$1.00), payable by the Company to the Association at the same time as the sale and purchase described in the preceding sentence. The Company and its employees, agents, clients, patrons, guests, contractors, and concessionaires, shall at all times have full and complete access to and from the Hotel by means of the New Stairway under the lease.

4. Maintenance and Repair. Consistent with Section 8.D of the Agreement, the Company shall maintain and repair the New Stairway, and shall bear all costs of such maintenance and repair. Additionally, the Company shall be responsible for providing snow removal from the New Stairway and for applying deicer to the New Stairway as weather conditions dictate or as the Company deems necessary. The Association shall bear no responsibility under Section 4.D of the Agreement for said snow removal or application of deicer.

5. Ratification of Agreement. Except as modified and supplemented by this instrument, the Agreement is hereby ratified and confirmed by the Company and the Association.

[NEXT PAGE IS SIGNATURE PAGE]

EXECUTED and acknowledged on the respective dates set forth below.

PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION, a Utah non-profit corporation

Date: April 12, 2006

By: Dean S. Berrett
President Secretary/Treasurer

SUNSTONE SIDEWINDER, LLC, a Delaware limited liability company

Date: April 19, 2006

By: [Signature]

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

THE FOREGOING SUPPLEMENT TO AGREEMENT was executed and acknowledged before me this 12 day of April, 2006, by Dean S. Berrett, as President, Secretary/Treasurer, of Prospector Square Property Owner's Association, a Utah non-profit corporation..

Witness my hand and official seal.

My commission expires: 1/6/08

[Signature]

Notary Public

~~STATE OF California)
) ss.
COUNTY OF Orange)~~



~~THE FOREGOING SUPPLEMENT TO AGREEMENT was executed and acknowledged before me this ___ day of ___, 2006, by _____, as _____, of Sunstone Sidewinder, LLC, a Delaware limited liability company.~~

~~Witness my hand and official seal.~~

~~My commission expires:~~

~~See Attached Certificate~~

~~Notary Public~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On April 19, 2006 before me, Lisa S Faircloth, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robert A. Alter
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.



Place Notary Seal Above

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT A

Legal Description
Park City Marriott, Park City, Utah

Lots 10-A, 10-B, 10-C, 10-D, 11, 12-A, 12-B and 12-C, AMENDED PLAT OF PROSPECTOR SQUARE, according to the official plat thereof, recorded December 26, 1974 as Entry No. 1254433, records of Summit County, Utah.

Excepting and reserving all oil, gas and other minerals of every kind and description underlying the surface of the subject property.

Property Address: 1895 Sidewinder Drive
Park City, Utah 84060

~~CONFIDENTIAL~~

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