

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

This Second Amendment to Management Agreement ("Second Amendment") is entered into as of November 11, 2020, between Grand Colorado on Peak 8 Owners Association, Inc., a Colorado nonprofit corporation (the "Association"), and Peak Resorts Management, LLC, d/b/a Breckenridge Grand Vacations ("Manager").

RECITALS

A. The Association and Manager are parties to that certain Management Agreement dated August 1, 2015 (the "Original Agreement"), whereby the Association engaged Manager to manage and operate the Project and the Timeshare Program as contemplated by the Declaration, on the terms and conditions of the Agreement.

B. The Original Agreement was amended by the parties by that certain First Amendment to Management Agreement dated October 30, 2019 (the "First Amendment" and collectively with the Original Agreement, the "Agreement").

C. The Association and Manager desire to amend the Agreement to extend the Initial Term of the Agreement through and to December 31, 2030 and to otherwise clarify certain language and provisions as provided in this First Amendment.

D. Capitalized terms not defined in this Second Amendment shall have the meanings given to them in the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Manager agree as follows:

1. Term. Section 3.1 of the Agreement is hereby amended by deleting Section 3.1 in its entirety and replacing Section 3.1 with the following:

3.1 Initial Term and Renewal. Unless terminated earlier pursuant to Paragraph 3.2 below, the Initial Term and any renewal term for this Agreement shall be as follows:

a. The initial term ("Initial Term") of this Agreement shall be for a period commencing as of August 1, 2015 and continuing until December 31, 2030.

b. This Agreement shall be automatically renewed for successive periods of five (5) years each, on the same terms and conditions, unless this Agreement is cancelled by either party by giving written notice of cancellation to the other party at least one hundred eighty (180) days prior to the expiration of the then current tenant.

2. Termination. Section 3.2 of the Agreement is hereby amended by deleting Section 3.2 in its entirety and replacing Section 3.2 with the following:

3.2 Termination. This Agreement may be terminated by the Association prior to the expiration of the Initial Term hereof only for Cause, as defined herein. For purposes of this Agreement, the term "Cause" means the following conduct or acts on the part of the Manager:

a. Insolvency, filing a petition in bankruptcy, or for reorganization, or for the adoption of an arrangement under the Bankruptcy Act, or an answer or other pleading admitting the material allegations of such a petition or seeking, consenting to, or acquiescing in the relief provided under such Act, making an assignment of all or a substantial part of its property for the benefit of its creditors, or being adjudicated bankrupt or insolvent;

b. Any material default in the performance of this Agreement; or

c. Mismanagement, performance of any dishonest act, performance of any material act which exceeds the authority provided in this Agreement, or failure to operate the Project within the approved budgets, (i) as revisions to those budgets are approved and within a standard for material deviations which allows for an increase of up to 10 percent (10%) of the overall budget amount or (ii) as required, as determined in Manager's reasonable discretion, to respond to emergency health and safety conditions.

Prior to any such termination for Cause, the Association shall provide the Manager with notice in writing of its failure to perform hereunder, and the Manager shall have ten (10) days to cure such failure. If the Manager shall fail to cure such failure within said ten (10) days, or if such failure cannot be cured within ten (10) days, and the Manager shall fail to commence and diligently and continuously prosecute the completion of the curing of such failure, the Association may terminate this Agreement. If the Association shall default in the performance of its obligations hereunder, the Manager shall provide the Association with notice of such default, and the Association shall have ten (10) days to cure the same. If the Association shall fail to cure such default within ten (10) days, or if such default cannot be cured within ten (10) days and the Association fails to commence and diligently and continuously prosecute the curing of such default, then the Manager may terminate this Agreement. Notwithstanding any provisions of this Section 3.2 to the contrary, this Agreement shall not be terminated by the Association absent a showing of gross negligence or willful misconduct on the part of the Manager. Any violation of items (a), (b) or (c) above shall be deemed gross negligence or willful misconduct for purposes of termination for Cause.

3. Limitation on Powers of Manager. Section 5.6 of the Agreement is hereby amended by deleting Section 5.6(c) in its entirety and replacing Section 5.6(c) with the following:

c. Enter into any contract involving more than \$10,000 in any one fiscal year, unless specified in the Budget;

4. Limitation on Powers of Manager. Section 5.6 of the Agreement is hereby amended by deleting Section 5.6(i) in its entirety and replacing Section 5.6(i) with the following:

i. Disburse Association funds in an amount in excess of Ten Thousand Dollars (\$10,000.00) without the counter signatures specified in the banking resolutions from time to time adopted by the Board.

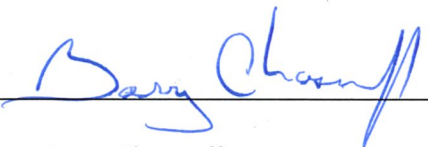
5. Affirmation of Agreement. As amended hereby, the Agreement shall remain in full force and effect and, as so modified, Association and Manager ratify and affirm the Agreement in all respects. To the extent the terms and conditions of the Agreement conflict with or are inconsistent with this Second Amendment, the terms and conditions of this Second Amendment shall control.

6. Counterparts and Electronic Transmission. A copy of this Second Amendment may be executed by each party separately, and transmitted to each party by electronic transmission, and when each party has executed an electronic copy thereof and transmitted it to the other, such copies and electronic signatures, taken together shall be deemed to be a full and complete agreement between the parties.

IN WITNESS WHEREOF, Association and Manager execute this Second Amendment to be effective as of the date first above written.

ASSOCIATION:

GRAND COLORADO ON PEAK 8
ASSOCIATION, INC.
a Colorado non-profit corporation

By: 

Name: Barry Chasnoff

Title: President

MANAGER:

PEAK RESORTS MANAGEMENT, LLC OWNERS'
a Colorado limited liability company

By: 

Name: Nick Doran

Title: Chief Operating Officer