

**FIRST AMENDMENT
TO
FEE AGREEMENT**

THIS FIRST AMENDMENT TO FEE AGREEMENT (the "First Amendment") is made and entered into by and between the STEAMBOAT GRAND RESORT HOTEL CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation (the "ASSOCIATION") and STEAMBOAT SKI & RESORT CORPORATION, a Delaware Corporation d/b/a the Steamboat Grand Resort Hotel and Conference Center ("SSRC"). SSRC and ASSOCIATION shall hereinafter be referred to individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, SSRC and ASSOCIATION are Parties to that certain Fee Agreement dated August 15, 2007 an unsigned copy of which is attached hereto as Exhibit "A" ("Agreement");

WHEREAS, ASSOCIATION shall hereafter be defined to include all references to COA within the Fee Agreement executed on August 15, 2007.

WHEREAS, SSRC made the payment of \$50,000.00 required under paragraph 1 of the Agreement when due;

WHEREAS, the ASSOCIATION and SSRC desire to terminate any obligation of SSRC to pay the Improvement Fee set forth in paragraph 2 of the Agreement;

WHEREAS, the termination of said Improvement Fee is a result of the Letter of Intent ("LOI"), which was a global settlement of all differences, disputes, claims and disagreements of the Parties which have arisen between the Parties, including without limitation, claims asserted by Association against SSRC and Grand Summit Resort Properties ("GSRP") in Case No. 08CV163 of the Routt County District Court ("Case 08CV163"), which was voluntarily dismissed by the Association on August 29, 2008;

WHEREAS, the Parties agree that the Agreement shall be amended by deleting paragraph 2 of the Agreement as set forth more particularly in this First Amendment in its entirety.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Improvement Fee.** Paragraph 2 of the Agreement is hereby deleted in its entirety and the Parties agree that SSRC's obligation to pay the ASSOCIATION the Improvement Fee is terminated and of no further force and effect.

2. **Continuing Effect.** Except as modified herein, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect, and as modified herein, the Agreement is hereby ratified and confirmed in all respects.
3. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Electronic or facsimile signatures shall be deemed an original and shall be given the same force and effect for purposes of this Agreement.
4. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations and agreements. There are no other agreements between the Parties, representations or inducements, oral or written, except as expressly set forth herein.
5. **Construction of Language.** The headings in this Agreement are for the convenience of the Parties and shall not affect any terms or provisions of this Agreement. The language used in this Agreement and all parts hereof shall be construed as a whole according to its fair meaning, and neither strictly for nor against any Party, and all Parties have equally participated in the preparation of this Agreement.

IN WITNESS WHEREOF, the ASSOCIATION and SSRC have executed this First Amendment as of the 31st day of December 2008.

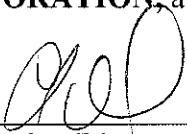
**THE STEAMBOAT GRAND RESORT
HOTEL CONDOMINIUM
ASSOCIATION, INC.,** a Colorado
nonprofit corporation

By: _____


Joseph Foghano, President

**STEAMBOAT SKI & RESORT
CORPORATION,** a Delaware corporation

By: _____


Christopher Diamond, President

**EXHIBIT A
FEE AGREEMENT**

THIS AGREEMENT is made and entered into as of the 15th day of August 2007, between The Steamboat Grand Resort Hotel Condominium Association, Inc. (the "COA") and Steamboat Ski and Resort Corp. ("SSRC"), d/b/a the Steamboat Grand Resort Hotel and Conference Center, whose address is 2300 Mt. Werner Circle, Steamboat Springs, Colorado 80487.

RECITALS

A. SSRC has been the manager of the Steamboat Grand Hotel and Conference Center (the "Property") which is owned by COA and its members.

B. The management contract for the Property is expiring and the COA and SSRC wish to resolve several issues that have arisen under the expiring contract and activities conducted pursuant to it and to establish the groundwork for a successful operation of the property going forward.

NOW therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by COA and SSRC, (the "Parties"), the Parties confirm and agree as follows:

1. SSRC agrees to pay to COA a fee of Fifty Thousand Dollars (US\$50,000) payable within thirty (30) days after the execution of this agreement ("Initial Payment").
2. SSRC agrees to pay an improvement fee of Fifty Thousand Dollars (US\$50,000) ("Improvement Fee") to be applied to one or more, mutually agreed upon improvement project(s) at the Property. The Parties will negotiate in good faith to designate the projects toward which the Improvement Fee will be applied. The Project(s) may be the expansion of existing projects or new projects that will improve the operation of the facilities at the Property but shall not be existing projects maintained at existing levels. COA may make a contribution to the project(s) selected, if financially prudent and upon approval of the board for COA.
3. COA hereby expressly waives, releases and absolutely and forever discharges SSRC and its predecessors in interest and their shareholders, directors, officers, employees and agents, and their heirs, personal representatives, successors and assigns, from any and all liability, claims, demands, damages, actions and causes of action that COA may now have, or has had prior to the date hereof and from any and all liability, claims, demands, damages, actions and causes of action arising from:

- a. the use of the sixth floor attic/mechanic room as a commercial condominium without compensation or cost reimbursement;
- b. the non-payment of vending commissions earned on vending sales in COA common areas;
- c. the non-payment of any portion of valet parking fees earned in the COA common areas

4. SSRC hereby expressly waives, releases and absolutely and forever discharges COA and its directors, officers, employees and agents, and their heirs, personal representatives, successors and assigns, from any and all liability, claims, demands, damages, actions and causes of action that SSRC may now have, or has had prior to the date hereof and from any and all liability, claims, demands, damages, actions and causes of action arising from those specific issues outlined in paragraph 3, section a-c.

5. Notwithstanding anything to the contrary contained herein or in any other instrument executed by and between COA and SSRC, or in any other action or conduct undertaken by COA or SSRC on or before the date of this Agreement, the agreements, covenants and provisions contained herein shall constitute the only evidence of the Parties agreement to the matters that are the subject of this agreement.

6. This Agreement may not be modified, altered, amended or changed except in writing, executed by both Parties.

7. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance, nor deletion, shall affect the validity of the remaining provisions of this agreement.

8. The Parties agree that in the event of any dispute concerning the interpretation or construction of this Agreement, this Agreement shall not be deemed to been authored by any particular Party, but rather shall be deemed to have been authored together by the Parties.

9. The Parties agree that they have had ample opportunity to influence the choice of language and terms in this Agreement, and represent that they have been represented by counsel of choice throughout the negotiation of this Agreement, that they have discussed the terms and conditions of this Agreement with counsel, and that they understand the terms and conditions of this Agreement.

10. The undersigned signatories, who sign in a representative capacity on behalf of any entity, execute this Agreement on behalf of such entity and represent and warrant that this Agreement is authorized by all appropriate action of the Party they each represent and is the binding and enforceable obligation of the Party they represent.

11. Each Party to this Agreement shall pay all costs, expenses, and attorney's fees incurred by that Party in connection with this Agreement.

12. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their heirs, personal representatives, successors and assigns.

13. This Agreement is made for the sole protection and benefit of the Parties hereto, and no other person or entity shall have any right to action hereon.

14. This Agreement shall be governed by and construed according to the laws of the State of Colorado.

15. The Agreement may be executed with facsimile signatures and in counterparts, each of which shall be deemed an original and which together shall constitute a single document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Steamboat Ski & Resort Corp.

a Delaware Corporation

By: _____

Name: Mike Lomas

Title: General Manager

Date: _____

The Steamboat Grand Resort Hotel Condominium Association, Inc.

a Colorado non-profit corporation

By: _____

Name: Joseph Fogliano

Title: President

Date: _____