

**SECOND MODIFICATION OF  
LENDER AGREEMENTS**

THIS SECOND MODIFICATION OF LENDER AGREEMENTS ("Agreement") is made this 8<sup>th</sup> day of January, 1999 among (i) AMERICAN SKIING COMPANY RESORT PROPERTIES, INC. (also known as American Ski Company Resort Properties, Inc.), a corporation organized and existing under the laws of Maine having its principal place of business at Sunday River Road, Bethel, Maine 04217 ("Borrower"), (ii) BANKBOSTON, N.A., having its principal place of business at 100 Federal Street, Boston, Massachusetts 02110 ("BKB"), (iii) other lender institutions from time to time parties as lenders to the Credit Agreement (as hereinafter defined) (BKB and such lending institutions are collectively referred to herein as the "Lenders") and (iv) BANKBOSTON, N.A., as Agent for itself and the Lenders ("Agent").

**RECITALS:**

WHEREAS, Lenders, Agent and Borrower entered into that certain Credit Agreement dated as of September 4, 1998, as amended by (i) that certain First Modification of Credit Agreement dated December 4, 1998, and (ii) that certain Amended and Restated Credit Agreement dated of even date herewith ("Credit Agreement");

WHEREAS, Lenders and Borrower executed those certain Lender Agreements, as defined in the Credit Agreement, which Lender Agreements include, but are not limited to, those certain agreements more fully described on Schedule 1 attached hereto and incorporated herein by reference;

WHEREAS, pursuant to the Credit Agreement, a Consolidated, Amended and Restated Term Loan Note ("Note") is being issued to consolidate into one note the outstanding indebtedness evidenced by (i) that certain Term Loan Note dated September 4, 1998 from Borrower to BankBoston, N.A. in the original principal amount of \$15,000,000.00 and (ii) that certain Term Loan Note dated September 4, 1998 from Borrower to BankBoston, N.A. in the original principal amount of \$15,000,000.00. The Note evidences a debt obligation in the maximum principal amount of \$58,000,000.00 made pursuant to the terms of the Credit Agreement.

WHEREAS, Lenders, Agent and Borrower have agreed to enter into this Agreement as hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Borrower, Agent and Lenders hereby covenant and agree as follows:

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1. **Definitions.** Except as otherwise defined herein, the defined terms used herein shall have the meaning set forth in the Credit Agreement.

2. **Modification.**

(a) All references in the Lender Agreements to "Term Loan Notes," "Loan," "Term Loans," "Notes" and "Senior Term Notes" shall mean the Term Loan Notes in the aggregate principal face amount of up to Fifty Eight Million and no/100 Dollars (\$58,000,000.00) made pursuant to the Credit Agreement.

(b) All references in the Lender Agreements to "future advances" or "further advances" shall mean up to a maximum principal amount outstanding from time to time (exclusive of costs and amounts advanced to protect security) of up to One Hundred Sixteen Million and no/100 Dollars (\$116,000,000.000) together with interest, fees, costs, prepayment fees, and other amounts now existing or hereafter arising.

(c) All references in the Lender Agreements to the "Credit Agreement" shall mean that certain Amended and Restated Credit Agreement dated of even date herewith.

(d) All references in the Lender Agreements to "Property" shall include all rights, easements, licenses and other interests granted under that certain Agreement Regarding Easements, Licenses and Other Property Interests between Borrower and American Skiing Company and certain of its subsidiaries dated January 8, 1999.

3. **Ratification.** Borrower and Bank intend and agree that the Lender Agreements shall continue in full force and effect as valid and effective liens on all of the Collateral described in the Lender Agreements. The Lender Agreements are hereby ratified and confirmed, shall continue to constitute the binding obligations and agreements of Borrower in favor of Bank, and shall secure all obligations under the Credit Agreement and the Term Loan Notes as fully as if the Lender Agreements had been executed and delivered concurrently with the execution and delivery of this Agreement. All representations and warranties set forth in the Lender Agreements are restated as of the date of this Agreement and are true and correct as of the date of this Agreement, as if made on the date of this Agreement, except as modified in the Credit Agreement. Except as herein expressly modified or amended, all the terms and conditions of the Lender Agreements remain in full force and effect and are hereby ratified, affirmed, and approved.

4. **No Other Modifications.** Except as modified hereby, the Lender Agreements shall otherwise remain in full force and effect and the Borrower hereby ratifies and reaffirms the terms and conditions thereof. The Lender Agreements, as modified hereby, shall be binding upon, and shall inure to the benefit of the parties

hereto, their respective heirs successors, assigns and anyone claiming by, through and under any of them.

5. **Warranties.** By its execution hereof, Borrower reaffirms, as the date hereof, all of the representations, warranties and indemnities contained in the Lender Agreements, except as modified in the Credit Agreement. Borrower warrants and represents to Lender that there does not, as of the date hereof, exist a default, event of default or event of circumstance with which the passage of time or the giving of notice, or both, would constitute a default or event of default, as the case may be, under the Credit Agreement, the Term Loan Notes or the Lender Agreements. Borrower hereby warrants and represents to the Lenders that it does not have any defenses, offsets, claims or counterclaims against the Agent or Lenders or with respect to the Lender Agreements or the Term Loan Notes. By execution hereof, Borrower represents and warrants that it has the power to make, deliver and perform under this Agreement.

6. **Cross Reference.** All references in the Credit Agreement to any of the Lender Agreements shall hereafter include the modifications to the Lender Agreements set forth herein.

7. **No Novation.** It is the intention of the parties hereto that this Agreement shall not constitute a novation and shall in no way adversely affect or impair (i) the validity of the Lender Agreements, or (ii) the lien priority of the Lender Agreements, it being the intention of the parties merely to modify the terms of the Lender Agreements as set forth herein.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when fully executed shall be an original, and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have hereunto signed and sealed this Agreement as of the date and year first above written.

SIGNED, SEALED & DELIVERED  
in the presence of:

AMERICAN SKIING COMPANY  
RESORT PROPERTIES, INC.

Mary S. Prott

Witness

Yvete Fallon

Witness

By: [Signature]

Name: CHRISTOPHER HOWARD

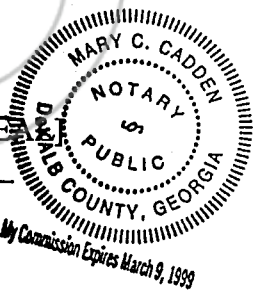
Title: SENIOR VICE PRESIDENT

STATE OF Georgia  
COUNTY OF Fulton

On this 24 day of January, 1999, before me, Mary Cadden, a Notary Public in and for said County and State, personally appeared Christopher Howard  personally known to me [ ] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person of the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Mary Cadden [SEAL]  
Residing at: Decatur, GA



My Commission Expires:

SIGNED, SEALED & DELIVERED  
in the presence of:

BANKBOSTON, N.A., as Agent

Mary S Pott

Witness

M. J. Fallon

Witness

By: Paul F DiVito

Name: Paul F. DiVito

Title: Managing Director

STATE OF Georgia

COUNTY OF Fulton

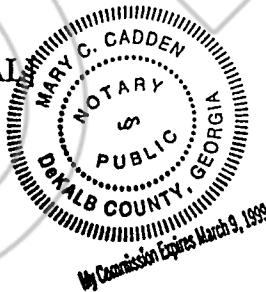
On this 8th day of January, 1999, before me, Mary Cadden, a Notary Public in and for said County and State, personally appeared Paul DiVito [X] personally known to me [ ] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person of the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Mary Cadden [SEAL]

Residing at: Atlanta GA

My Commission Expires:



SIGNED, SEALED & DELIVERED  
in the presence of:

BANKBOSTON, N.A.

Mary Spott  
Witness

By: Paul F. DiVito  
Name: Paul F. DiVito  
Title: Managing Director

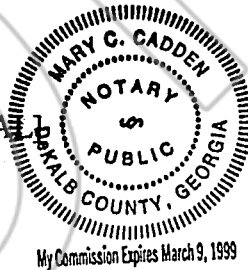
Yvette Fallon  
Witness

STATE OF Georgia  
COUNTY OF Fulton

On this 8th day of January, 1999, before me, Mary Cadden, a Notary Public in and for said County and State, personally appeared Paul DiVito [  ] personally known to me [ ] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person of the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Mary Cadden [SEAL]  
Residing at: Deerfield GA



My Commission Expires:

# SCHEDULE 1

## LENDER AGREEMENTS.

1. Collateral Assignment of Agreements by Borrower in favor of Agent, dated as of September 4, 1998;
2. Stock Pledge Agreement by Borrower in favor of Agent, dated as of September 4, 1998;
3. Amended and Restated Stock Pledge Agreement by Borrower in favor of Agent, dated January 8, 1999;
4. Indemnity Agreement Regarding Hazardous Materials by Borrower in favor of Agent, dated as of September 4, 1998;
5. Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement (The Canyons, Utah) by Borrower in favor of Agent, dated as of September 4, 1998, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County records;
6. Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement (Colorado) by Borrower in favor of Agent, dated as of September 4, 1998 as amended by that certain Modification of Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated as of January 8, 1999, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County records;
7. Mortgage, Assignment of Leases and Rents, Financing Statement and Security Agreement (Killington) by Borrower in favor of Agent, dated as of September 4, 1998, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County records;
8. Mortgage, Assignment of Leases and Rents, Financing Statement and Security Agreement (Sunday River) by Borrower in favor of Agent, dated as of September 4, 1998, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County records;
9. Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement (California) by Borrower in favor of Agent, dated as of September 4, 1998, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County records;
10. Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement (Nevada) by Borrower in favor of Agent, dated as of September 4, 1998, and recorded in Book 1298, Page 2910, 452382 County records;

11. First Modification of Term Loan Notes and other Lender Agreements dated December 4, 1998; and
12. Grant of Security Interest in Trademarks by Borrower in favor of Agent, dated January 8, 1999.

COPY

REQUESTED BY  
WESTERN TITLE COMPANY, INC.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

PAID *14* DEPUTY