

**EXTENSION OF SECOND AMENDED AND RESTATED
PUBLIC FACILITIES MANAGEMENT AGREEMENT
(2017)**

THIS EXTENSION OF THE SECOND AMENDED AND RESTATED PUBLIC FACILITIES MANAGEMENT AGREEMENT (the “Extension”) is made and entered into as of the 28th day of November, 2016, by and between **BASE VILLAGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **SNOWMASS HOSPITALITY LLC**, a Delaware limited liability company (the “Manager”). The District and the Manager are sometimes referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into the Second Amended and Restated Public Facilities Management Agreement dated as of January 1, 2104, by which the Manager agreed to provide certain services for the District as described therein (the “Agreement”); and

WHEREAS, Article V, Section 5.1 of the Agreement provides that the Manager has the right to renew the Agreement for additional one (1) year terms, effective on January 1 of each succeeding year; and

WHEREAS, via that certain Extension of Second Amended and Restated Public Facilities Management Agreement (2016), dated November 18, 2015, the Parties agreed to extend the Agreement through December 31, 2016; and

WHEREAS, the Parties now desire to acknowledge the extension of the term of the Agreement for fiscal year 2017 and the District’s consent to the assignment of the Agreement by Manager as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. EXTENSION; ASSIGNMENT. The Parties acknowledge and agree to the renewal and extension of the Agreement, which term shall be deemed to commence on January 1, 2017 and shall extend through the December 31, 2017 (the “Extension Term”). The District hereby consents to the assignment by Manager of all its rights and obligations under the Agreement to SV Snowmass Hospitality, LLC, a Colorado limited liability company.

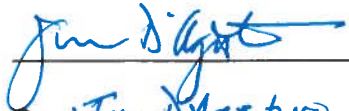
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically provided herein and amended hereby, all the terms and provisions of the Agreement, as amended, shall remain in full force and effect throughout the duration of the Extension Term.

3. COUNTERPART EXECUTION. This Extension may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows.]

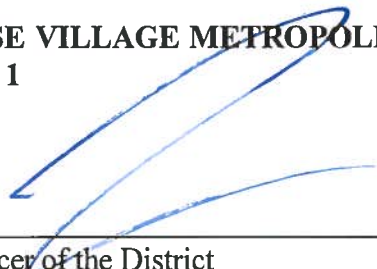
IN WITNESS WHEREOF, the Parties have executed this Extension as of the day and year first above written.

SNOWMASS HOSPITALITY LLC



By: Jim DiGesto
Its: President

**BASE VILLAGE METROPOLITAN DISTRICT
NO. 1**



Officer of the District

ATTEST: