

# Jay Peak Resort

2046

STATE OF VERMONT  
AGENCY OF ENVIRONMENTAL CONSERVATION  
Department of Forests, Parks and Recreation

LEASE

JAY PEAK

THIS LEASE AND INDENTURE made and entered into in Montpelier, in the County of Washington and State of Vermont, by and between the State of Vermont, hereinafter referred to as State, acting through the Commissioner of the Department of Forests, Parks, and Recreation and the Director of Forests, with the approval of the Secretary of the Agency of Environmental Conservation and the Governor of the State of Vermont, pursuant to 10 V.S.A., §2254, and 3 V.S.A., §2803, and Jay Peak, Inc., hereinafter referred to as Lessee, a corporation organized and existing under the laws of the State of Vermont with its principal place of business at Jay, in the County of Orleans, and the State of Vermont, pursuant to its corporate powers as provided by bylaw and resolution of its board of directors dated the 18 day of April 1977:

WITNESSETH:

WHEREAS, the State desires to promote winter sports and summer and winter recreational facilities within its boundaries and to provide for the public good and benefit by the utilization of state-owned lands and recreational areas; and

WHEREAS, it is the desire of the State and Lessee that the development of summer and winter sports continue for the mutual good of the public, State and Lessee:

WHEREAS, the State owns certain lands and premises in the Jay Peak Area including a ski shelter and premises adjoined thereto, all suitable for operating recreational facilities; and

WHEREAS, it has been determined by the Commissioner of Forests, Parks, and Recreation, and the Director of Forests, with the approval of the Secretary of the Agency of Environmental Conservation and the Governor, that the execution of the lease is in the highest orderly development and management of state forests;

NOW THEREFORE: It is mutually agreed by and between the parties hereto follows:

1. THAT the State does hereby LET, DEMISE, and LEASE unto the Lessee and its assigns the following land and premises:

The Jay State Forest, as shown on the property map annexed hereto as Appendix A, which includes the portions of lots numbered 49, 55, 56, 61, 62, 72 and 73, presently owned by the State in the Town of Jay and lots numbered 61, 62, 63, and 64, presently owned by the State in the Town of Westfield, County of Orleans, State of Vermont; including all of the State ski shelter and the premises adjoining the same and

used in connection therewith, for the purpose of developing the year-round use of winter sports facilities, including the construction and maintenance of ski trails and ski facilities, together with the right of ingress and egress to and from said land and premises over and across any highway or trail already constructed or to be constructed by the STATE or LESSEE within the general area in which said premises are located. It is agreed between the parties that any type of lodging for hire on state-owned land shall not be within the contemplation of this lease.

Said State ski shelter and adjoining premises described above are to be used by the Lessee for the purpose of operating a restaurant, sportshop, rent and repair shop, first-aid room, office and counter space to operate ticket office for all lifts and ski schools owned by Lessee in the operation of the ski area business on Jay Peak.

2. THAT the State will not build, nor maintain, nor lease, nor permit to be built or maintained or leased, on any land now owned by the State, or which hereafter may be acquired by the State, in the Towns of Jay, Montgomery, Richford, and Westfield, except as herein provided, any tow, lift, funicular, gondola or other conveyance of whatsoever type design or kind for uphill transportation of persons, without first obtaining a written consent of the Lessee, and in addition,

THAT the State will not build, nor maintain, nor lease, nor permit to be built or maintained or leased, on any land now owned by the State or which hereafter may be acquired by the State within a radius of 10 miles from the boundaries of the demised premises except as herein provided, any tow, lift, funicular, gondola, or any other conveyance of whatsoever type design or kind for uphill transportation of persons without offering to Lessee first option to develop such ski facilities on any State land now owned or later acquired within such 10 mile radius of the Jay Peak area suitable for such development. Lessee shall have the same right to first option herein mentioned during any successive ten (10) year term renewal of this lease.

3. THAT Lessee agrees to maintain any and all lifts, trails, slopes, ponds, water courses, crossing areas, buildings, facilities, structures, or other appurtenances including ~~roadways (except in the case of a route from Route 112 to the entrance to the parking lot located on the side of the demised premises)~~ now located on demised land and premises or later constructed thereon by either Lessee or the State. Lessee will maintain all buildings, structures, facilities and other such appurtenances as mentioned above in a business-like manner and in conformity with any and all legal requirements of the State of Vermont, its agencies or political subdivisions.

However, Lessee shall not be required to reconstruct or repair any such lifts, roads, buildings, facilities and other appurtenances mentioned above which shall be destroyed or substantially damaged by war, or Act of God, and may erect buildings and other structures, trails and ski trails, additional lifts, roads and other appurtenances, of such design and form as shall meet the laws and minimum standards pertaining to health, safety, trail width, drainage, construction or other requirements now or as may be established by the State of Vermont provided the use and purpose of such is within the contemplation of this lease the same is specifically approved by the Secretary, and the plans, specificat:

and locations of such buildings and other structures, trails and ski trails, additional lifts, and roads or other appurtenances shall be filed with the Secretary and with at least sixty (60) days' notice prior to the commencement of the construction thereof and such construction shall not commence thereafter in the event that the Secretary shall notify Lessee of its objection to such construction during such sixty (60) day period in writing addressed to Lessee by certified mail. If the Secretary shall fail to notify Lessee of its objections within sixty (60) days of receiving the plans, specifications and locations thereof, then in that event, Lessee may consider the plans, specifications and location satisfactory.

In emergency situations or where an improvement desired by Lessee would contribute to the commercial success of Lessee's operations upon the land demised hereunder, Lessee shall have the right to request immediate approval of the desired improvement on the basis of the most recent, most detailed and most complete drawings and specifications then available. When such request is made, the Secretary shall consider Lessee's proposal forthwith and consent or object to it as soon thereafter as a proper study of the matter will permit.

However, no terms of this lease shall exempt the Lessee from the requirements of any provision of municipal, state, or federal law or regulations, should such planned construction or development or present operation of existing facilities fall within the purview of such law or regulations.

4. THAT in the operation of the State ski shelter and any other structure on the demised premises now used or later used in connection therewith, as described above, the Lessee further agrees as follows:

a. That it will comply with all laws and regulations of the Federal Government, the State of Vermont, its agencies and political subdivisions presently existing or hereafter adopted.

b. That it will heat and supply hot water to the State ski shelter and pay all other expenses necessary for the proper operation of the facilities.

c. That it will provide all furniture and equipment except that furniture and equipment of the State now on premises will remain there and may be used by the Lessee.

d. That it will keep all walks leading to and from and including the parking area and all parts of the State ski shelter leased by the Lessee in a clean, safe and sanitary condition.

e. That it will care for the lawn surrounding the State ski shelter during the summer months.

f. That the public rooms and toilets are to be made available for public use at all reasonable and seasonable times. The State reserves the right to use the State ski shelter for public meetings so long as the same does not interfere with the normal use thereof by the Lessee. The State shall have the right of ingress and egress to the State ski shelter at all reasonable times.

g. Repair and maintain said State ski shelter and adjoining premises in a business-like manner, including the repair of all damage not caused by war or Act of God.

h. No alterations shall be made to the buildings on the demised premises without prior written approval of the Director of Parks.

i. In the event of destruction of the State ski shelter by fire or other causes, neither the State nor the Lessee shall be obligated to replace said shelter. Provided, however, that the Lessee shall have the option to replace said shelter at its present location or at some other location on the demised premises subject to the provisions of Section 3.

5. THAT in addition to any benefit accruing to the State as expressly herein provided, the Lessee shall annually pay to the State on land herein demised as rental, an amount to be determined by both parties annually as follows:

a. (1) On all "2-car passenger tramways" as defined in No. 126 Section 2, Acts of 1961, "An Act to Provide Safety Standards for Passenger Tramways," to be hereafter built and operated by Lessee, during the first 10 years of their operation 2½ percent of such a proportion of the gross receipts from ticket sales as bears the same ratio to total gross receipts from ticket sales that the linear footage crossing State lands bears to the total linear footage of such passenger tramways. This sum may be expressed by the following formula:

$$\begin{array}{r}
 \text{(Amounts pay-)} \\
 \text{(able to State)} = (.025) \times \begin{array}{l} \text{(Gross receipts from)} \\ \text{(2-car Passenger tram-)} \\ \text{(way ticket sales)} \end{array} \times \frac{\begin{array}{l} \text{(Linear 2-car passenger)} \\ \text{(tramway footage crossing)} \\ \text{(State lands)} \end{array}}{\begin{array}{l} \text{(Total linear 2-car pas-)} \\ \text{(senger tramway footage)} \end{array}}
 \end{array}$$

(2) During the second five-year period of operation, if the gross receipts from ticket sales exceed \$750,000 in any one year, the Lessee shall pay the State an additional 2½ percent of such a proportion of the excess over \$750,000 as bears the same ratio that the linear footage crossing State lands bears to the total linear footage of such passenger tramways. Such additional sum payable to the State may be expressed by the following formula:

$$\begin{array}{r}
 \text{(Additional amount)} \\
 \text{(due to State)} = (.025) \times \begin{array}{l} \text{(Gross receipts from)} \\ \text{(2-car passenger tram-)} \\ \text{(way ticket sales in)} \\ \text{(excess of \$750,000)} \end{array} \times \frac{\begin{array}{l} \text{(Linear 2-car passenger)} \\ \text{(tramway footage cross-)} \\ \text{(ing State lands)} \\ \text{(Total linear 2-car)} \\ \text{(passenger tramway)} \\ \text{(footage.)} \end{array}}{\begin{array}{l} \text{(Total linear 2-car)} \\ \text{(passenger tramway)} \\ \text{(footage.)} \end{array}}
 \end{array}$$

(3) After the first ten years of operation, the amount payable to the State shall be 5% of that proportion of the gross receipts from ticket sales as bears the same ratio to total gross receipts from ticket sales that the linear footage crossing State lands bears to the total linear footage of such passenger tramways. This sum may be expressed by the following formula:

$$\begin{array}{l}
 \text{(Amount payable)} \\
 \text{(to State AFTER)} \\
 \text{(first 10 years)} \\
 \text{(of operation )} = (.05) \times \text{(Gross receipts )} \\
 \text{(from 2-car pas-)} \\
 \text{(senger tramway )} \\
 \text{(ticket sales )} \times \text{(Linear 2-car passenger)} \\
 \text{(tramway footage cross-)} \\
 \text{(ing State lands )} \\
 \text{(Total linear 2-car)} \\
 \text{(passenger tramway)} \\
 \text{(footage )}
 \end{array}$$

b. On all other lifts operated or to be operated by Lessee in the Jay Peak area, whether now in existence or hereafter to be built, 5% of such a proportion of gross receipts from ticket sales as bears the same ratio to total gross receipts from ticket sales that the linear footage of such lifts crossing State lands bears to the total linear footage. This sum may be expressed by the following formula:

$$\begin{array}{l}
 \text{(Amounts)} \\
 \text{(payable)} \\
 \text{(to State)} = (.05) \times \text{(gross receipts from )} \\
 \text{(ticket sales of such)} \\
 \text{(lifts )} \times \text{(Linear feet of such lifts)} \\
 \text{(crossing State land )} \\
 \text{(Total linear feet of such)} \\
 \text{(lifts operated by Lessee )} \\
 \text{(within Jay Peak area )}
 \end{array}$$

c. The Lessee warrants and agrees that at least 20% of the total linear footage of 2-car passenger tramways and 20% of the total linear footage of all other lifts operated by it in the Jay Peak area will, at all times, be on State lands. For the linear footage of such tramways and lifts presently existing on State land and the linear footage presently owned by Jay Peak, Inc., see Appendix B attached hereto.

d. Gross receipts will be apportioned between 2-car passenger tramways and all other passenger tramways as described in Appendix C attached hereto.

e. From existing restaurants, sport shops, and warming shelters constructed and operated by Lessee on State land, two and one-half per cent (2½%) of the gross receipts collected as a result of the operation thereof.

f. From existing restaurants, sport shops or warming shelters built by the State and operated by Lessee, three per cent (3%) of the gross receipts collected as a result of the operation thereof.

Rentals shall be paid on a fiscal year basis and shall be paid not later than April 1 of each year for the preceding fiscal year of the Lessee. On April 1, 1976, payment shall be made for all sums due under prior leases between Lessee and the State for the calendar year 1975 and all sums due under this lease and said prior leases to December 31, 1975. All payments required to be made by this paragraph shall be made to the State of Vermont.

There shall be filed with the State, at least once every three years, a certified public accountant's or registered public accountant's report covering the above for the fiscal period ending on the same day as the last day of the fiscal year of the Lessee. Audit by the Weyerhaeuser Co., is acceptable to the State.

The State reserves the right to audit, at State expense, that portion of the operation of the Lessee involving revenue to the State.

6. THAT the Lessee shall have and hold the premises above demised with all the appurtenances thereof and the rights to enforce covenants of the State herein contained for and during the term of ten (10) years from January 1, 1976, and the Lessee is hereby given and granted an option to extend the term and provisions hereof for another period of ten (10) years and at the end of such extended term is hereby given an option to extend the terms and provisions hereof for six (6) further periods of ten (10) years, making in all, an original term of ten (10) years plus option for seven (7) additional extensions of the same length of time.

7. In the event the Lessee shall receive a bona fide offer from a third party at any time during the term of this lease to purchase all or substantially all the assets of the Lessee and Lessee shall desire to sell the same for the amount named in the offer, the Lessee shall promptly give the State written notice of such offer and the State shall have the option to purchase said assets at said price for a period of ninety (90) days after receipt of said notice for the amount specified in the offer made by the third party. In the event that the State does not elect, in writing, within said ninety (90) day period to exercise the said options, said option shall terminate and be of no further effect.

8. THAT the State may cancel this lease for violation of the conditions of this lease after notice in writing that such violation has been given to the Lessee in writing and the Lessee allowed a reasonable time to correct said violation.

9. THAT any option granted to Lessee under paragraph No. 6 may be exercised by Lessee by Lessee's forwarding by certified mail to the Secretary and prior to the expiration of the then current ten (10) year term, written notice of the Lessee's election to exercise such option.

10. THAT the State agrees that on the termination of this lease the Lessee shall have the right to move from said ski shelter and demised premises, all property and equipment installed thereon by the Lessee and the Lessee agrees on such a move to repair all damage done to the State ski shelter or other said adjoining premises by reason of said removal.

11. THAT title to all property of whatsoever nature, including, but not limited to all realty and personalty, which Lessee has heretofore or may hereafter place on the leased property shall remain in the Lessee, and the Lessee shall have the right to mortgage or pledge the same. Upon the termination of this lease or any extension thereof, the Lessee, its successors or assigns, may remove such property. The removal of property hereunder shall be effected so as to disturb or damage the leased premises as little as possible, and after such removal the Lessee shall restore said land to its original condition to the greatest extent reasonably possible.

12. It is agreed that the Lessee may substitute and/or replace during the term of this lease, any part or all of the lift or lifts or any other of the above-described property, with new facilities of substantially like or better quality or kind.

13. THAT Lessee agrees that the design and erection of any and all new passenger tramways to be erected by Lessee shall meet the requirements of the Safety

Standards for Passenger Tramways as administered by the Vermont State Passenger Tramway Board as the same requirements may be amended from time to time. And the Lessee further agrees to abide by the laws of the State of Vermont as they apply to the construction and operation of any and all present or future passenger tramways.

14. THAT Lessee shall print and publish a list of charges for the use of the lifts and shall furnish such list to the Secretary, and such prices thereon listed shall be in force and effect until the Lessee shall cause a new list of charges and tariffs to be printed and a copy sent to such Secretary.

15. THAT the Lessee will operate the lift or lifts at all reasonable times in the winter season, provided that proper skiing conditions exist, but in no event shall the annual operation of some uphill facility be less than forty (40) days, unless prevented by Acts of God, war, a forest fire, labor disputes, or any other unusual circumstances or mechanical difficulties, or unless the Lessee and the State, acting through the Secretary, otherwise agree in writing. For breach of this covenant, the State shall have the right to declare this lease terminated.

16. THAT the Lessee, its agents, employees or other authorized persons of the Lessee, shall have the right to go upon such lands of the State contiguous or near the land herein demised for all proper business purposes, all in relation to the operation of the business and this lease, and the Lessee, its agents, employees or other authorized persons of the Lessee, shall have the right to build such temporary roads across such lands of the State as shall be reasonably necessary for the construction or replacement of any lift or lifts, buildings or other structures necessary thereto, reasonable care to be taken to prevent the erosion of roads and trails. The location of such temporary roads, however, shall be subject to the approval of the Secretary, which approval shall not be unreasonably withheld.

17. THAT the State hereby agrees that the Lessee may cut all trees necessary in construction of the lift, or lifts or buildings or appurtenances connected therewith or trail or trails, subject to the written approval of the Secretary as to the number of trees to be cut provided that the Secretary shall not arbitrarily withhold its consent to the cutting of any trees if the cutting of such trees is necessary in the construction of the lift, or lifts, or trails, or buildings or appurtenances connected therewith; that the trees, after being felled, shall be disposed of by any method as the Lessee may decide, except burning. The Lessee shall pay the State the prevailing stumpage value for trees cut.

18. THAT Lessee allow public parking at all parking lot areas on the demised premises at no charge to the public or the State. Public parking in the area will be limited to parking lots and only for the purpose of using the State ski shelter and related facilities on State land during normal operating hours.

19. THAT Lessee is granted the exclusive right to conduct in or about the premises herein leased, a ski school, under competent leadership for the purpose of teaching skiing.

20. THAT the right of ingress and egress granted in paragraph #5 (f) hereof to Lessee is extended to and includes all members of the public.

21. THAT Lessee may sublet or assign any or all of its interest to this lease, provided such sublessee or assignee is, in the judgement of the Commissioner and Director, capable of performing the conditions of this lease.

22. THAT the State shall have the right to enter upon the leased premises at all reasonable times for the purpose of inspection of leased premises, and shall retain all rights in the premises not inconsistent with this lease.

23. THAT the Lessee agrees to indemnify and save harmless the State of Vermont, its agents, servants and officials from any and all damages suffered by any person or persons by reason of the use, maintenance or operation of the lifts, or in connection with its use of said leased premises or any appurtenance thereto, except in the event that such damage to any person or property shall be caused by reason of acts or omissions of the State of Vermont, its agents, servants or officials, and the Lessee will carry public liability insurance in the amount of at least \$500,000/\$3,000,000 on the operation of the lifts, including the chairlifts and the Lessee will carry public liability insurance on the operation of the ski shelter, adjoining buildings and any other structure opened to the public in the amount of at least \$100,000/\$500,000 and such policy shall be extended to the State and, if feasible, all state officials and employees.

24. THAT all the covenants and agreements herein contained shall, unless otherwise provided, be construed to be for and during the term of this instrument beginning January 1, 1976, and any extension thereof.

25. THAT in the event it is held by a court of competent jurisdiction that the officials executing this instrument on behalf of the State are without power to lease, this entire instrument, subject to controlling law, shall be construed to grant the Lessee an exclusive irrevocable license and concession to go upon the land herein described and such further buildings, platforms and railings, and such exclusive irrevocable license and concession shall, at the option of the Lessee, be extended for seven (7) additional terms of ten years, each as hereinabove provided, so that the entire term hereof, if the options to extend be exercised by the Lessee, shall be seventy (70) years. All the terms and conditions in this document shall apply to said irrevocable license.

26. THAT this indenture is executed in duplicate, one copy for the State and one for the Lessee, and each of said copies is deemed to be a duplicate original.

27. On the execution and delivery of this lease, the rights and parties hereto under a lease agreement between them dated March 14, 1966 and any later amendments prior to the execution date of this lease, shall terminate.

28. THAT this is an integrated lease, and no statements of the parties made prior to or in execution of the lease shall be construed to change the terms of this lease unless appended and made a part hereof.

IN WITNESS WHEREOF, the State has caused its name to be hereunto subscribed by James E. Wilkinson, Jr., Commissioner of the Department of Forests, Parks and Recreation; and E. Bradford Walker, Director of Forests, the duly authorized agents of the State of Vermont.

IN WITNESS WHEREOF, the State has executed these presents this 14 day of Feb. A.D., 1977.

IN PRESENCE OF:

STATE OF VERMONT  
Agency of Environmental Conservation  
Dept. of Forests, Parks and Recreation

Maryann M. Rollins

Maria J. Murray  
Witnesses for Commissioner

Marilyn M. Rollins

Marcy J. Martin  
Witnesses for Director

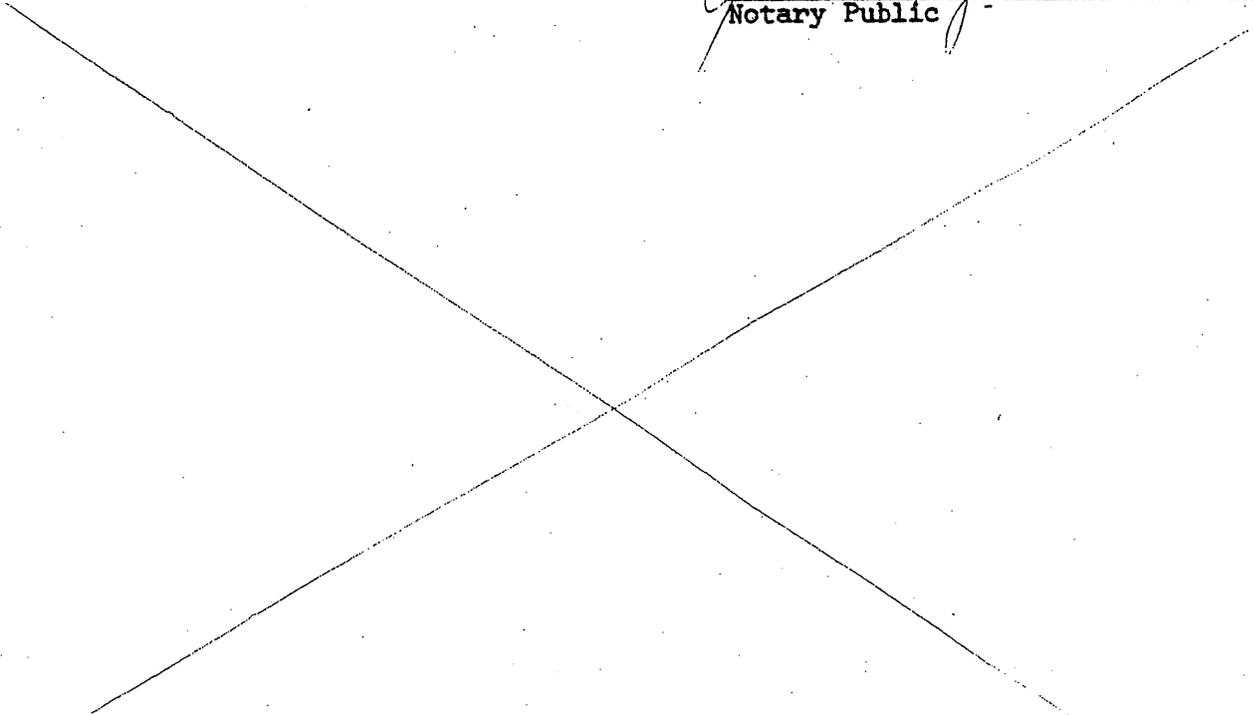
BY: James E. Wilkinson, Jr.  
James E. Wilkinson, Jr., Commissioner

BY: E. Bradford Walker  
E. Bradford Walker, Director of Forests

STATE OF VERMONT)  
Washington County) ss

At Montpelier, in said County, this 14<sup>th</sup> day of February A.D., 1977, James E. Wilkinson, Jr., Commissioner of Forests, Parks and Recreation, and E. Bradford Walker, Director of Forests, agents for the State of Vermont, and subscribers of the foregoing written instrument, personally appeared and acknowledged the same to be their free act and deed and the free act and deed of said State of Vermont.

Before me, [Signature]  
Notary Public



IN WITNESS WHEREOF, Jay Peak, Inc., has caused its name to be hereunto subscribed pursuant to its bylaws and resolution of its Board of Directors, by Porter J. Moore, Jr., President and General Manager, the duly authorized agent of Jay Peak, Incorporated.

IN WITNESS WHEREOF, the Corporation has executed these presents this 18<sup>th</sup> day of April A.D., 1977.

IN PRESENCE OF:

JAY PEAK, INCORPORATED

J. H. Fugate  
Charles Carter  
Witnesses for President

BY Porter J. Moore, Jr.  
Porter J. Moore, Jr., President

STATE OF VERMONT)  
ORLEANS COUNTY) ss

At Jay, in said County, this 18<sup>th</sup> day of April A.D., 1977, Porter J. Moore, Jr., personally appeared, who, being by me duly sworn, did depose and say he is President and General Manager of Jay Peak, Inc., the corporation described herein and which executed this instrument; that he knows the seal of said corporation; that the seal affixed to this instrument is said corporate seal; that it is affixed by order of the Board of Directors of said corporation and that he signed his name hereto by like order; and that the instrument is his free act and deed and the free act and deed of Jay Peak, Inc.

Before me, Robert H. Fugate  
Notary Public

APPROVED:

Richard A. Sudds  
Governor, State of Vermont

Martin L. Johnson  
Martin L. Johnson, Secretary of  
Agency of Environmental Conservation

APPROVED AS TO FORM:

James R. Beck  
Chief Assistant Attorney General

# AMENDMENT TO LEASE

By and Between

State of Vermont

Agency of Natural Resources

Department of Forests, Parks and Recreation

And

Jay Peak, Inc.

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**WHEREAS**, the State of Vermont (STATE) and Jay Peak, Inc. (LESSEE), a Vermont Corporation, entered into a lease (LEASE) dated 14<sup>th</sup> day of February, 1977 and wherein the STATE did LET, DEMISE AND LEASE to the LESSEE all of the land then comprising Jay State Forest located in the towns of Jay and Westfield for the stated purpose of promoting “winter sports and summer and winter recreational facilities” and “to provide for the public good and benefit by the utilization of State-owned lands and recreational areas”; and

**WHEREAS**, the LEASE provided for an initial term of ten (10) years beginning January 1, 1976 and ending on December 31, 1985, and further provided for seven (7) additional ten year renewal terms, the final renewal term to end on December 31, 2055; said LEASE being of full force and effect; and

**WHEREAS**, the STATE, the LESSEE, and The Green Mountain Club, Inc. have entered into a CONTRACT FOR THE EXCHANGE OF REAL ESTATE (CONTRACT) dated June 10, 2010, and wherein the stated purpose of the contract was to enhance the economic viability of Jay Peak ski area and region, permanently protect the Long Trail and the experience of hiking the state’s end-to-end trail, further protection of important natural resources, improve outdoor recreation opportunities at Jay State Forest, and provide an opportunity for increasing State ski lease revenues and reducing State expenditures related to the Jay Peak access road; and

**WHEREAS**, pursuant to the CONTRACT the STATE will by deed of even or near date herewith convey a certain 59.80-acre parcel of land including all buildings, equipment and installations found thereon to the LESSEE, said parcel being a part of the lands within Jay State Forest and being a part of the leasehold area originally contained in the LEASE ; and

**WHEREAS**, the LESSEE has determined that it no longer needs or requires the westerly portion of the leasehold area originally contained in the LEASE, and pursuant to the CONTRACT has agreed to release its leasehold interest in 418 acres, more or less; and

## AMENDMENT TO LEASE

By and Between State of Vermont and Jay Peak, Inc.

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**WHEREAS**, Joint Resolution No. R-129 (5) of the Acts and Resolves passed by the General Assembly of the State of Vermont at its Sixty-Fifth Biennial Session (1999) authorized the commissioner of the Department of Forests, Parks and Recreation to enter into an exchange of land or interests in land with the LESSEE, and to amend the configuration of the leasehold perimeter contained in the LEASE to reflect the exchange of land or interests in land.

**NOW THEREFORE**, the STATE and the LESSEE, in accordance with the terms and agreements contained in the CONTRACT, do hereby mutually agree to the following amendment to the LEASE:

1. Clause numbered 1 which begins at the bottom of Page 1 and continues at the top of Page 2 of the LEASE is deleted in its entirety and is replaced with the following:

1. *THAT the STATE does hereby LET, DEMISE and LEASE unto the LESSEE, and its assigns, the following land and premises described as follows:*

*Being a total of 845 acres, more or less, and being a part of Jay State Forest located in the towns of Jay and Westfield. Said 845 acres being comprised of two parts designated as Lease Area No. 1 and Lease Area No. 2. Said lease areas being more particularly described as follows:*

*Lease Area No. 1:*

*Estimated to contain in total 775 acres, more or less, and is comprised of 383 acres, more or less, in the town of Jay, and 392 acres, more or less, in the town of Westfield, and being that part of Jay Forest bounded as follows:*

*Easterly by the westerly right-of way limit of VT Route 242;*

- *The intent being that Lease Area No.1 shall not include any land transferred and set over from the Department of Forests and Parks to the jurisdiction and control of the Department of Highways by Executive Order #46 dated the 3<sup>rd</sup> of March 1972.*

*Southerly by the north line of land acquired by the STATE from The Green Mountain Club, Inc. by deed dated the 29<sup>th</sup> of December, 1993 and recorded in Book 27 at page 193 of the Westfield Land Records;*

- *The intent being that Lease Area No.1 shall not include any lands acquired from The Green Mountain Club.*

**AMENDMENT TO LEASE**

By and Between State of Vermont and Jay Peak, Inc.

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*Southwesterly and Westerly by the centerline of the Long Trail and/or by a line running parallel to and located 100 feet westerly of the west edge of any current Jay Peak ski trails and/or facilities;*

- *The intent being that in those areas where the centerline of the Long Trail is located easterly of or on any current Jay Peak ski trails and/or facilities, or where the centerline of the Long Trail is located westerly or southerly of, but within 100 feet of the westerly edge of any current Jay Peak ski trails and/or facilities; then in those areas the westerly boundary of the Lease Area No. 1 shall be a line running parallel to and located 100 feet westerly of the west edge of said Jay Peak ski trails and/or facilities;*

*Northerly and Easterly by lands presently owned by Jay Peak, Inc.; and Easterly and Northerly by the aforementioned 59.80-acre parcel to be conveyed by the STATE to the LESSEE by deed of even or near date herewith.*

*Lease Area No. 2:*

*Being all that part of the present Jay State Forest located easterly or southerly of right-of-way limit of VT Route 242.*

- *The intent being that Lease Area No.2 shall not include any land transferred and set over from the Department of Forests and Parks to the jurisdiction and control of the Department of Highways by Executive Order #46 dated the 3<sup>rd</sup> of March 1972.*

*Said Parcel is estimated to contain in total 70 acres, more or less, and is comprised of 49 acres, more or less, in the town of Jay, and 21 acres, more or less, in the town of Westfield.*

*The configuration and location of Lease Area No. 1 and Lease Area No. 2 are depicted on a plan entitled "Jay Peak Ski Area Lease Boundary" dated August 31, 2010, drawn by Michael Raboin, PLS. A reduced copy of said plan is attached hereto as Appendix A-1. The original of said plan is located in the files of the Department of Forests, Parks and Recreation – Division of State Lands Administration.*

*It is agreed between the parties (STATE and LESSEE) that any type of lodging for hire on the State-owned land (Lease Area No. 1 and Lease Area No. 2) shall not be within the contemplation of this lease.*

**AMENDMENT TO LEASE**

By and Between State of Vermont and Jay Peak, Inc.

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2. Clause numbered 3 of the LEASE is hereby modified by the deletion of the following from the first paragraph:

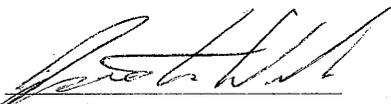
*"(except the access route from 242 to the entrance to the parking lot located on Lot #55 of the demised premises)"*.

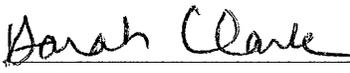
**Except as expressly modified hereby, all of the other terms and conditions of the LEASE shall remain unchanged and continue in full force and effect.**

**IN WITNESS WHEREOF**, Sarah C. Clark, Commissioner and duly authorized agent for the STATE OF VERMONT, and William Stenger, President and duly authorized agent for JAY PEAK, INC. have hereunto set their hands and signatures this 31<sup>st</sup> day of August, 2010.

IN PRESENCE OF:

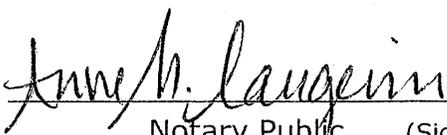
STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF FORESTS, PARKS  
AND RECREATION

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Sarah C. Clark, Commissioner

STATE OF VERMONT§  
ORLEANS COUNTY§

At Westfield, in said County, this 31<sup>st</sup> day of August, 2010, Sarah C. Clark, personally appeared and acknowledged this instrument by her subscribed to be her free act and deed, and the free act and deed of the State of Vermont.

Before me:   
\_\_\_\_\_  
Notary Public (Signature)

Anne M. Langerin  
\_\_\_\_\_  
(Print Name)

My Commission Expires: February 10, 2011

**AMENDMENT TO LEASE**

By and Between State of Vermont and Jay Peak, Inc.

Page 5 of 5

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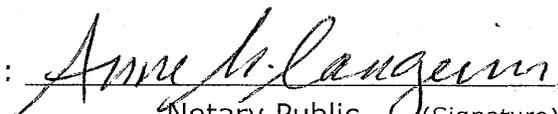
IN PRESENCE OF:

  
\_\_\_\_\_  
Witness

JAY PEAK, INC.  
  
\_\_\_\_\_  
William Stenger, President

STATE OF VERMONT§  
ORLEANS COUNTY§

At Westfield, in said County, this 31<sup>st</sup> day of August,  
2010, William Stenger, personally appeared and acknowledged this instrument by him  
subscribed to be his free act and deed, and the free act and deed of the Jay Peak,  
Inc.

Before me:   
Notary Public (Signature)  
Anne M. Langem  
(Print Name)

My Commission Expires: February 10, 2011

**JAY PEAK SKI AREA LEASE BOUNDARY**

LANDS LEASED BY THE  
STATE OF VERMONT  
To  
JAY PEAK, INC.

Lands of JAY PEAK, INC.

Lands of JAY PEAK, INC.

**Lease Area #1: ±775 Acres**

Acres in Jay : ±383  
Acres in Westfield: ±392

**Lease Area No. 2: ±70 Acres**

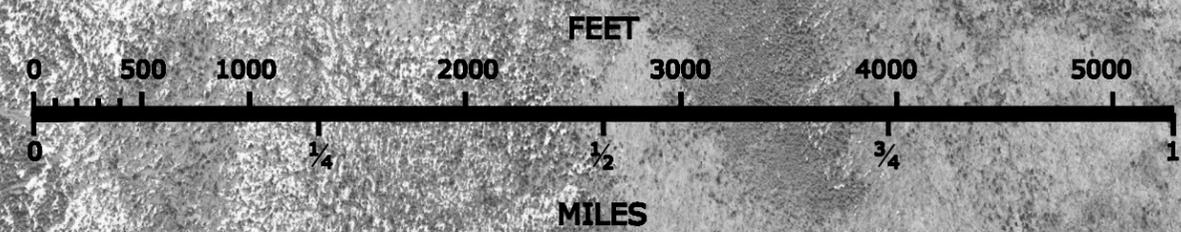
Acres in Jay: ±49  
Acres in Westfield: ±21

59.8-ACRE LOT CONVEYED BY  
STATE OF VERMONT  
To  
JAY PEAK, INC.  
AUGUST 31, 2010

NOTE: WESTERLY LEASE BOUNDARY IS ALONG THE CENTERLINE OF THE LONG TRAIL EXCEPT WHERE THE TRAIL IS LOCATED EASTERLY OF OR WITHIN 100 FEET OF ANY EXISTING TRAILS AND/OR FACILITIES; THEN THE LEASE BOUNDARY IS A LINE RUNNING PARALLEL TO AND LOCATED 100 FEET WESTERLY OF THE WEST EDGE OF SAID SKI TRAILS AND/OR FACILITIES.

NOTE: LEASE AREAS DO NOT INCLUDE ANY LAND UNDER THE JURISDICTION AND CONTROL OF THE AGENCY OF TRANSPORTATION (VT ROUTE 242) PER EXECUTIVE ORDER #46 DATED MARCH 3, 1972.

**GRAPHIC SCALE**



Lands Conveyed by the  
THE GREEN MOUNTAIN CLUB, INC.  
To  
STATE OF VERMONT  
December 29, 1993

Drawn by : MICHAEL RABOIN, PLS  
AUGUST 31, 2010  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF FORESTS, PARKS & RECREATION  
DIVISION OF LANDS ADMINISTRATION



**APPENDIX A-1**  
Attachment to  
**AMENDMENT TO LEASE**  
Dated AUGUST 31, 2010

NOTE: Underlying image based on aerial photography flown in 1995

