



United States Department of the Interior
NATIONAL PARK SERVICE
Intermountain Region
12795 West Alameda Parkway
Lakewood, CO 80228



IN REPLY REFER TO:
C38 (IMR-ACM)

NOV 28 2011

Mr. Joseph K. Fassler
Glacier Park, Inc.
1850 North Central Ave.
Phoenix, AZ 85077-0925

Re: National Park Service Concession Contract No. CC-GLAC002-81

Dear Mr. Fassler:

The National Park Service (NPS) is continuing the process of developing a prospectus for a new concession contract that will replace NPS CC-GLAC002-81, as it may be amended, ("Contract"). To provide time for selection of a new concessioner, the NPS has determined that a continuation of the visitor services provided under the Contract is necessary.

Accordingly, under applicable provisions of the Contract which permit a continuation of operations after Contract expiration, the NPS hereby authorizes, subject to your execution of this letter agreement ("Continuation Agreement"), the continuation of operations as described in the Contract for a period not-to-exceed one year through December 31, 2012 or until such time as a new contract regarding the visitor services provided under the Contract is awarded, whichever occurs first. The terms and conditions of the Continuation Agreement are the same as those of the Contract. All references in the Contract to its term shall be considered as also referring to the term of the Continuation Agreement.

Please indicate your agreement by signing and dating in the space provided below and returning the fully-executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files. A pre-addressed envelope is also enclosed for your convenience. If you have any questions or if we can provide further assistance, contact Jennifer Bonnett, Chief of Concessions at (303) 969-2661 or e-mail at jennifer_bonnett@nps.gov.

Sincerely,

John Wessels

for

John Wessels
Regional Director
Intermountain Region

Agreed:

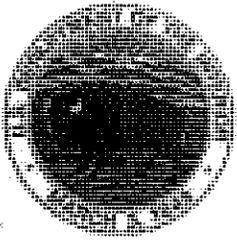
Joseph K. Fassler

Joseph K. Fassler
Glacier Park, Inc.

11/30/11

Date

Enclosures



United States Department of the Interior
NATIONAL PARK SERVICE
Intermountain Region
12795 West Alameda Parkway
Lakewood, CO 80228



IN REPLY REFER TO:
C3823 (IMR-ACM)

DEC 10 2010

Mr. Joseph K. Fassler
Glacier Park, Inc.
1850 North Central Ave.
Phoenix, AZ 85077-0925

Re: National Park Service Concessions Contract No. CC-GLAC002-81

Dear Mr. Fassler:

The National Park Service (NPS) is continuing the process of developing a prospectus for a new concession contract that will replace NPS CC-GLAC002-81 (as it may be amended, "Contract"). To provide time for selection of a new concessioner, the NPS has determined that a continuation of the visitor services provided under the Contract is necessary for up to a one-year period.

Accordingly, under applicable provisions of the Contract which permit a continuation of operations after Contract expiration, the NPS hereby authorizes, subject to your execution of this letter agreement ("Continuation Agreement"), the continuation of operations as described in the Contract for a period not-to-exceed one year from the date of this letter or until such time as a new contract regarding the visitor services provided under the Contract is awarded, whichever occurs first. The terms and conditions of the Continuation Agreement are the same as those of the Contract. All references in the Contract to its term shall be considered as also referring to the term of the Continuation Agreement.

Please indicate your agreement by signing and dating in the space provided below and returning the fully-executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files. A pre-addressed envelope is also enclosed for your convenience.

If you have any questions, or if we can provide further assistance, please contact Jacque Lavelle, Chief of Concessions, Intermountain Region at 303-969-2661 or e-mail jacque_lavelle@nps.gov.

Sincerely,

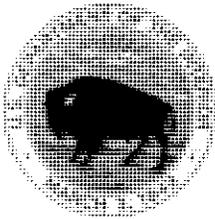
John Wessels
Regional Director
Intermountain Region

Agreed:

Joseph K. Fassler
Glacier Park, Inc.

12/14/10
Date

Enclosure



United States Department of the Interior
 NATIONAL PARK SERVICE
 INTERMOUNTAIN REGION
 12795 West Alameda Parkway
 Post Office Box 25287
 Denver, Colorado 80225-0287



In Reply Refer to:
 C38 (IMDE-ACM)

DEC 21 2009

Mr. Joseph K. Fassler
 Glacier Park, Inc.
 1850 North Central Ave.
 Phoenix, AZ 85077-0925

Re: Continuation for National Park Service Concession Contract CC-GLAC002-81

Dear Mr. Fassler:

The National Park Service (NPS) is continuing the process of issuing prospectuses for new concession contracts. As a result of the delays created by the number of expiring contracts, however, the NPS determined it is necessary to continue the visitor services provided within your current concession authorization.

Under the provisions of your concession contract, and pending the completion of the public solicitation of a prospectus for a new concession contract, the NPS hereby authorizes the continuation of visitor services for a period not-to-exceed one year under the terms and conditions within the concession contract. By copy of this letter of agreement to the undersigned, you are hereby authorized to continue to provide services through December 31, 2010, or until such time as the NPS awards a new contract, whichever occurs first. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. All other terms and conditions of the concession contract will remain the same, subject to the terms of Public Law 105-391. The NPS will notify you when it issues a prospectus for a new concession contract covering the service you provide.

Please indicate your acceptance of this authorization to continue to provide visitor services by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files. A self-addressed envelope is enclosed for your use to return the signed letter to this office.

If you have any questions, or if we can provide further assistance, please contact Jacque Lavelle, Chief of Concessions, Intermountain Region at 303-969-2661 or E-mail jacque_lavelle@nps.gov.

Sincerely,

Michael D. Snyder
 Director, Intermountain Region

Accepted:

Concessioner

12/22/09

Date

Enclosures (2)



APR



United States Department of the Interior
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



In Reply Refer to:
C3823 (GLAC002-81)

JUL 24 2009

Mr. Joseph K. Fassler
Chairman
Glacier Park, Inc.
1850 North Central Avenue
Phoenix, AZ 85004-4545

Dear Mr. Fassler:

Thank you for your quick turn around in executing the Agreement.

Enclosed is your copy of the signed agreement. We appreciate your willingness to work with us and your continued service to the visitors at Glacier National Park.

Should you have any questions, please contact Jacque Lavelle, Chief of Concessions, Intermountain Region at 303-969-2661 or e-mail: jacque_lavelle@nps.gov.

Sincerely,

Michael D. Snyder
Regional Director, Intermountain Region

Enclosure – Signed Agreement

CC: Supt., GLAC
Chief of Concessions, GLAC

AGREEMENT

This Agreement: is effective as of the last date of its execution set forth below, and is entered into by and between the United States of America, acting by the Secretary of the Interior through the Director, Intermountain Region, National Park Service, (“Director”), and Glacier Park, Inc., a corporation established under the laws of the State of Arizona (“Concessioner”).

Witnesseth:

- A. The Concessioner currently is authorized by the Director to provide visitor services at Glacier National Park. This authorization initially was given by National Park Service Concession Contract No. CC-GLAC002-81. This contract was amended by: Amendment No. 1 dated November 29, 1982; Amendment No. 2 dated May 18, 1983; second Amendment No. 2 dated April 1, 1985; Amendment No. 3 dated March 2, 1988; Amendment No. 4 dated May 30, 1990; Amendment No. 5 dated August 30, 1994; Amendment No.6 dated August 27, 2001; Letter Agreement dated January 16, 2002; and Amendment No. 7 dated August 15, 2002. The contract, originally scheduled to expire on December 31, 2005, was extended through December 31, 2009. This contract, as amended, supplemented and extended, is hereinafter referred to as the “Glacier Contract.”
- B. The visitor services authorized by the Glacier Contract have been continued by the Director and the Concessioner by letter agreement pursuant to Section 11(d) of the Glacier Contract (“Section 11(d) Continuation”) to avoid interruption of visitor services.
- C. Pursuant to the terms of the Glacier Contract and applicable law, the Concessioner is entitled to compensation for its possessory interest (as that term is defined in the Glacier Contract) in certain real property improvements located within the boundaries of Glacier National Park (“Park”) as described in the Glacier Contract. The Concessioner and the Director through this Agreement are establishing and fixing the amount of such compensation and otherwise adjusting possessory interest and related terms and conditions to their mutual interest.

Now therefore: in consideration of the foregoing recitals and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Concessioner, and the Director hereby agree as follows:

1. The terms and conditions of the Glacier Contract (as modified in the manner described hereafter) are applicable to and incorporated into the Section 11(d) Continuation. All references in the Glacier Contract to its term shall be considered as also referring to the period of the Section 11(d) Continuation. The Section 11(d) Continuation shall end upon the award of the new concession contract that is to replace the Glacier Contract (“New Concession Contract”) unless terminated earlier in accordance with the terms of the

Section 11(d) Continuation, including, without limitation, Section 11(a) of the Glacier Contract.

2. Notwithstanding the terms and conditions of the Glacier Contract to the contrary, the fair value of all possessory interest in all real property improvements obtained or to be obtained by the Concessioner under the Glacier Contract, the Section 11(d) Continuation, applicable laws, or otherwise is hereby established and fixed at a total of twenty-five million dollars (\$25,000,000) for all purposes of the Glacier Contract, including, without limitation, its Section 12, the Section 11(d) Continuation, and, applicable law, including, without limitation, Public Law 89-249 and Public Law 105-391. In light of the terms of this Agreement which fix the fair value of possessory interest for all purposes, the provisions of the Glacier Contract which call for arbitration of the value of possessory interest in certain circumstances shall be of no further force and effect as of the effective date of this Agreement (except as set forth below). The Concessioner shall be paid the \$25,000,000 fixed amount of possessory interest compensation by a successor concessioner after award of the New Concession Contract, provided that, if the Concessioner is the concessioner under the New Concession Contract, the \$25,000,000 fixed possessory interest compensation shall not be paid to the Concessioner, but instead, in accordance with Public Law 105-391, shall become the initial leasehold surrender interest value in applicable real property improvements under the terms of the New Concession Contract. The Concessioner agrees that the compensation for possessory interest in the amount and manner as described in this Agreement shall constitute just compensation to the Concessioner for its possessory interest and/or any other interests in real property improvements it may have under the terms of the Glacier Contract, the Section 11(d) Continuation, and applicable laws.
3. Notwithstanding the forgoing, in the event that the Director, prior to the end of the Section 11(d) Continuation, is required to make payment(s) to the Concessioner for possessory interest in particular real property improvement(s), the \$25,000,000 figure described above shall be reduced by the amount of such payment(s) for all purposes of this Agreement. The amount of any possessory interest compensation that the Director may be required to pay the Concessioner prior to the end of the Section 11(d) Continuation, unless otherwise agreed by the Director and the Concessioner, shall be equal to the relative value (on a percentage basis) of the real property improvement(s) for which possessory interest compensation is paid in relationship to the fixed \$25,000,000 fair value of all real property improvements in which the Concessioner has a possessory interest. In the event of a disagreement as to this value, such value shall be determined through arbitration between the Concessioner and the Director, which arbitration shall apply the procedures described in Section 12 of the Glacier Contract.
4. Notwithstanding the foregoing, in the event that any real property improvement(s) in which the Concessioner has a possessory interest are damaged and not repaired or destroyed and not replaced prior to the end of the Section 11(d) Continuation, the \$25,000,000 figure described above shall be reduced by the amount of the relative pre-damage or destruction value (on a percentage basis) of the applicable damaged or

destroyed real property improvement(s) in relationship to the fixed \$25,000,000 fair value of all real property improvements in which the Concessioner has a possessory interest. The resulting reduced figure shall be substituted for the \$25,000,000 figure for all purposes of this Agreement. In the event that the Director and the Concessioner are unable to agree upon the amount of such reduction, the amount of the reduction shall be determined through arbitration between the Concessioner and the Director, which arbitration shall apply the procedures described in Section 12 of the Glacier Contract. Any insurance proceeds resulting from such damage or destruction shall be the property of the Concessioner.

5. Sections 12 (e) and (f) of the Glacier Contract shall be of no further force and effect as of the effective date of this Agreement.
6. The following two sentences of Exhibit F of the Glacier Contract (located on page 3 of Exhibit F as attached to Amendment No. 5 to the Glacier Contract) shall be of no further force or effect as of the effective date of this Agreement:

“Fund expenditures shall result in the United States not being obligated to the concessioner for that overall portion of the sound value of possessory interest in the facility or building that is equal to the amount of expenditures (as adjusted to reflect appreciation of the expenditure over time). To maintain the constant value of the expenditures over time, the value of the expenditures shall increase based on the National Consumer Price Index (CPI) for the building construction industry.”

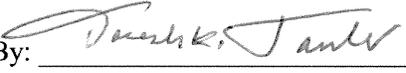
7. The Director may, during the period of the Section 11(d) Continuation, undertake to repair and/or renovate Governments Improvements (as defined in the Glacier Contract) and/or Concessioner Improvements (as defined in the Glacier Contract with government funds. A list of Concessioner Improvements is attached hereto as Attachment A to this Agreement. The Director shall consult and coordinate with the Concessioner in scheduling such actions so as to avoid disruption of visitor services to the extent practicable.
8. Except for the rights of the Concessioner expressly set forth in this Agreement, the Concessioner for itself, its heirs, legal representatives, successors and assigns hereby waives, relinquishes, releases, acquits and forever discharges the United States, its representatives, successors, and assigns, to the maximum extent permitted by law, of and from any and all claims, demands, liabilities or causes of action at law or in equity whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that the Concessioner now has or that may arise in the future because of or in any way growing out of or connected with the following: (1) possessory interest or compensation for such possessory interest under the terms of the Glacier Contract, the Section 11(d) Continuation or applicable laws; (2) any rights to other compensation of any nature for improvements made or to be made to real property improvements during the term of the Glacier Contract and/or the period of the Section 11(d) Continuation, including, without limitation, any rights to leasehold surrender interest pursuant to 36 CFR Part 51 or Public

Law 105-391; and (3) any actions the Director may undertake as described in Section 7 of this Agreement. Further, the Concessioner expressly waives any rights that may be granted under applicable law that provides that a general release does not extend to claims that the giver of the release does not know or suspect to exist in its favor at the time of executing the release, which, if known by the giver, may have materially affected its agreement to release the United States.

9. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. No modification of this Agreement shall be binding unless in writing and signed by the party to be bound.
10. Nothing contained in this Agreement shall be construed as binding the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such

Agreed:

GLACIER PARK, INC.

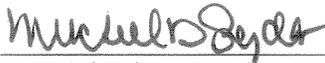
By: 
Name (print): Joseph K. Fassler
Title (print): Chairman

Date: 7/21/09

Attest: 
Name (print): Deborah J. DePaoli
Title (print): Asst. General Counsel

Date: 7/21/09

UNITED STATES OF AMERICA

By: 
Name: Michael D. Snyder
Title: Regional Director, Intermountain Region

Date: 7/23/09

ATTACHMENT A
Concessioner Improvement's with Possessory Interest

<u>Building number</u>	<u>FMSS number</u>	<u>Description</u>	<u>Approx. Sq. ft.</u>
Lake McDonald Lodge			
904	84682	General Store	2,481
906	8450	Cabin 9 (6 rooms)	1,624
1012	90665	Caretaker Garage	925
1101	8456	Post Office	295
1401	9623	Girls Dorm I	555
1402	9624	Girls Dorm II	555
1403	9625	Boys Dorm I	737
1404	9626	Boys Dorm II	722
1405	8442	Jammer Dorm	744
1375	8449	Gas/Oil Shed	148
		Subtotal square footage	8,786
Rising Sun Motor Inn			
810	7972	General Store/Motel/Dorm	6,667
811	7973	Dorm (10 room)	3,630
812	7974	Powerhouse Dorm (2 room)	492
813-819	7975-7981	7 each Cabins (2 room with bath)	420 each
820-831	7982-7993	12 each Cabins (2 room with bath)	360 each
1132	8001	Coffee Shop	8,467
767	7970	Motel Unit (14 rooms)	4,258
783	7971	Motel Unit (14 rooms)	4,258
		Storage Shed	112
		Subtotal square footage	35,384
Many Glacier Hotel			
1042	7921	Many Glacier Hotel (233 rooms, dining room, gift shops, bar)	141,103
1421	225582	Paint Shed	203
1024	7914	Ice House	1,341
1043	7923	Dormitory (lower)	12,976
1044	7924	Dormitory (upper)	4,988
1047	7928	Caretaker House	1,368
1048	7930	Jammer Dormitory	1,090
1017	7912	Pump House	64
		Subtotal square footage	163,133
Swiftcurrent Motor Inn			
832	8098	Coffee Shop/Campstore	13,551
833	8099	Motel 4 (18 rooms)	4,892
889	8155	Laundry/shower	1,326
1419	94885	Employee Shower house	560

941	8156	Motel (14 rooms)	4,141
942	8157	Motel (14 rooms)	4,141
943	8158	Motel (14 rooms)	4,141
954	93601	Trash/Garbage room	200
835-849, 851-870, 874, 876, 880-888 (44 cabins)	8101-8111, 8113, 8115, 8117-8136, 8140, 8142, 8146-8150, 8152-54, 93613	Cabins (2 room)	31 units x 184
		Cabins (3 room)	1 unit x 274 12 units x <u>266</u>
		Subtotal square footage	42,122
Two Medicine			
891	8179	Campstore	4,098
1061	8185	Generator Shed	<u>231</u>
		Subtotal square footage	4,329
		Total approximate square footage	253,754
		Total Possessory Interest	\$25,000,000



United States Department of the Interior
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



IN REPLY REFER TO:
C38 (IMDE-ACM (CC-GLAC002-81))

Mr. Joseph K. Fassler
Glacier Park, Inc.
1850 N. Central Ave., Phoenix, AZ, 85077-0925

DEC 16 2008

Re: Continuation for National Park Service Concessions Contract CC-GLAC002-81

Dear Mr. Fassler:

The National Park Service (NPS) is continuing the process of issuing prospectus for new concession contracts. As a result of the delays created by the number of expiring permits and contracts, however, the NPS determined it is necessary to continue the visitor services provided within your current concession authorization.

Under the provisions of your concession contract, and pending the completion of the public solicitation of a prospectus for a new concession contract, the NPS hereby authorizes the continuation of visitor services for a period not-to-exceed one year under the terms and conditions within the concession contract. By copy of this letter of agreement to the undersigned, you are hereby authorized to continue to provide services through December 31, 2009, or until such time as the NPS awards a new contract, whichever occurs first. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. All other terms and conditions of the concession contract will remain the same, subject to the terms of Public Law 105-391.

The NPS will notify you when it issues a prospectus for a new concession contract covering the service you provide. Please indicate your acceptance of this authorization to continue to provide visitor services by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Jacque Lavelle, Chief of Concessions, Intermountain Region, at 303-969-2661 or E-mail jacque_lavelle@nps.gov.

Sincerely,

Michael D. Snyder
Regional Director, Intermountain Region

Accepted:

Concessioner

Date

Enclosure

cc:
Superintendent, GLAC



United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



IN REPLY REFER TO:
C38 (IMDE-ACM-CC-GLAC002-81)

JAN 25 2008

Mr. Joseph K. Fassler
Glacier Park, Inc.
1850 N. Central Ave.
Phoenix, AZ 5077-0925

Re: Continuation for National Park Service Concessions Contract CC-GLAC002-81

Dear Mr. Fassler:

The National Park Service (NPS) is continuing the process of issuing prospectus for new concession contracts. As a result of the delays created by the number of expiring permits and contracts, however, the NPS determined it is necessary to continue the visitor services provided within your current concession authorization.

Under the provisions of your concession contract, and pending the completion of the public solicitation of a prospectus for a new concession contract, the NPS hereby authorizes the continuation of visitor services for a period not-to-exceed one year under the terms and conditions within the concession contract. By copy of this letter of agreement to the undersigned, you are hereby authorized to continue to provide services through December 31, 2008, or until such time as the National Park Service awards a new contract, whichever occurs first. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. All other terms and conditions of the concession contract will remain the same, subject to the terms of Public Law 105-391.

The NPS will notify you when it issues a prospectus for a new concession contract covering the service you provide. Please indicate your acceptance of this authorization to continue to provide visitor services by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Debra Hecox, Acting Regional Chief of Concessions, at 303-969-2582.

Sincerely,

Michael D. Snyder
Regional Director, Intermountain Region

Accepted:

Concessioner

Date

1/29/08

Enclosure

cc:
Superintendent, GLAC

bcc:
WASO-2410 Pendry
WASO-Denver, Contract File



United States Department of the Interior
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



C38 (JMDE-ACM-CC-GLAC002-81)

Mr. Joseph K. Fassler
Glacier Park, Inc.
1850 N. Central Ave., Phoenix, AZ, 85077-0925

JAN 02 2007

Re: Continuation for National Park Service Concessions Contract CC-GLAC002-81

Dear Mr. Fassler:

The National Park Service (NPS) is continuing the process of issuing prospectus for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, the NPS determined it is necessary to continue the visitor services provided within your current concession authorization.

Under the provisions of your concession contract and pending the completion of the public solicitation of a prospectus for a new concession contract, the NPS hereby authorizes the continuation of visitor services for a period not-to-exceed one year under the terms and conditions within the concession contract. By copy of this letter of agreement to the undersigned, you are hereby authorized to continue to provide services through December 31, 2007, or until such time as a new contract for this operation is awarded, whichever occurs first. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The NPS will notify you when it issues a solicitation for award of a new concession contract covering the service you provide. Please indicate your acceptance of this authorization to continue to provide visitor services by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Tom Williamson, Acting Regional Chief of Concessions at 303-969-2582.

Sincerely,

Michael D. Snyder Director, Intermountain Region

Accepted:

Concessioner

1/4/07

Date

Enclosures



United States Department of the Interior
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



C38 (IMDE-ACM)

DEC 27 2005

Mr. Joe Fassler
Glacier Park, Inc.
1850 N. Central Ave.
Phoenix, AZ, 85077-0925

Rec'd 1-10-06

Re: National Park Service Concessions Contract CC-GLAC002-81

Dear Mr. Fassler:

The National Park Service (NPS) is continuing the process of issuing prospectuses for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, the NPS has determined that a 1-year extension of your current concession authorization is necessary to avoid interruption of visitor services.

Accordingly, pursuant to Section 403 (11) of Public Law 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter of agreement to the undersigned, your concession authorization is hereby extended to December 31, 2006, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The NPS will notify you when it issues a solicitation for award of a new concession contract covering the service you provide.

Please indicate your acceptance of the extension provided by this letter by signing in the space provided below and return the fully-executed letter to this office within 30 days from receipt. A pre-addressed envelope is enclosed for your convenience.

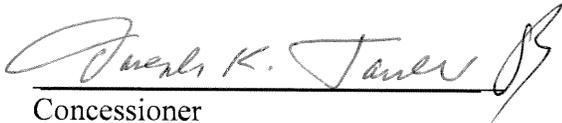
If you have any questions, or if we can provide further assistance, please contact Tom Williamson, Acting Regional Chief of Concessions at 303-969-2582.

Sincerely,



Michael D. Snyder
Director, Intermountain Region

Accepted:


Concessioner

1/3/06
Date

Enclosures

AGREEMENT

This Agreement: is effective as of the last date of its execution set forth below, and is entered into by and between the United States of America, acting by the Secretary of the Interior through the Director, Intermountain Region, National Park Service, ("Director"), and Glacier Park, Inc., a corporation established under the laws of the State of Arizona ("Concessioner").

Witnesseth:

- A. The Concessioner currently is authorized by the Director to provide visitor services at Glacier National Park. This authorization initially was given by National Park Service Concession Contract No. CC-GLAC002-81. This contract was amended by: Amendment No. 1 dated November 29, 1982; Amendment No. 2 dated May 18, 1983; second Amendment No. 2 dated April 1, 1985; Amendment No. 3 dated March 2, 1988; Amendment No. 4 dated May 30, 1990; Amendment No. 5 dated August 30, 1994; Amendment No.6 dated August 27, 2001; Letter Agreement dated January 16, 2002; and Amendment No. 7 dated August 15, 2002. The contract, originally scheduled to expire on December 31, 2005, was extended through December 31, 2009. This contract, as amended, supplemented and extended, is hereinafter referred to as the "Glacier Contract."
- B. The visitor services authorized by the Glacier Contract have been continued by the Director and the Concessioner by letter agreement pursuant to Section 11(d) of the Glacier Contract ("Section 11(d) Continuation") to avoid interruption of visitor services.
- C. Pursuant to the terms of the Glacier Contract and applicable law, the Concessioner is entitled to compensation for its possessory interest (as that term is defined in the Glacier Contract) in certain real property improvements located within the boundaries of Glacier National Park ("Park") as described in the Glacier Contract. The Concessioner and the Director through this Agreement are establishing and fixing the amount of such compensation and otherwise adjusting possessory interest and related terms and conditions to their mutual interest.

Now therefore: in consideration of the foregoing recitals and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Concessioner, and the Director hereby agree as follows:

- 1. The terms and conditions of the Glacier Contract (as modified in the manner described hereafter) are applicable to and incorporated into the Section 11(d) Continuation. All references in the Glacier Contract to its term shall be considered as also referring to the period of the Section 11(d) Continuation. The Section 11(d) Continuation shall end upon the award of the new concession contract that is to replace the Glacier Contract ("New Concession Contract") unless terminated earlier in accordance with the terms of the

Section 11(d) Continuation, including, without limitation, Section 11(a) of the Glacier Contract.

2. Notwithstanding the terms and conditions of the Glacier Contract to the contrary, the fair value of all possessory interest in all real property improvements obtained or to be obtained by the Concessioner under the Glacier Contract, the Section 11(d) Continuation, applicable laws, or otherwise is hereby established and fixed at a total of twenty-five million dollars (\$25,000,000) for all purposes of the Glacier Contract, including, without limitation, its Section 12, the Section 11(d) Continuation, and, applicable law, including, without limitation, Public Law 89-249 and Public Law 105-391. In light of the terms of this Agreement which fix the fair value of possessory interest for all purposes, the provisions of the Glacier Contract which call for arbitration of the value of possessory interest in certain circumstances shall be of no further force and effect as of the effective date of this Agreement (except as set forth below). The Concessioner shall be paid the \$25,000,000 fixed amount of possessory interest compensation by a successor concessioner after award of the New Concession Contract, provided that, if the Concessioner is the concessioner under the New Concession Contract, the \$25,000,000 fixed possessory interest compensation shall not be paid to the Concessioner, but instead, in accordance with Public Law 105-391, shall become the initial leasehold surrender interest value in applicable real property improvements under the terms of the New Concession Contract. The Concessioner agrees that the compensation for possessory interest in the amount and manner as described in this Agreement shall constitute just compensation to the Concessioner for its possessory interest and/or any other interests in real property improvements it may have under the terms of the Glacier Contract, the Section 11(d) Continuation, and applicable laws.
3. Notwithstanding the foregoing, in the event that the Director, prior to the end of the Section 11(d) Continuation, is required to make payment(s) to the Concessioner for possessory interest in particular real property improvement(s), the \$25,000,000 figure described above shall be reduced by the amount of such payment(s) for all purposes of this Agreement. The amount of any possessory interest compensation that the Director may be required to pay the Concessioner prior to the end of the Section 11(d) Continuation, unless otherwise agreed by the Director and the Concessioner, shall be equal to the relative value (on a percentage basis) of the real property improvement(s) for which possessory interest compensation is paid in relationship to the fixed \$25,000,000 fair value of all real property improvements in which the Concessioner has a possessory interest. In the event of a disagreement as to this value, such value shall be determined through arbitration between the Concessioner and the Director, which arbitration shall apply the procedures described in Section 12 of the Glacier Contract.
4. Notwithstanding the foregoing, in the event that any real property improvement(s) in which the Concessioner has a possessory interest are damaged and not repaired or destroyed and not replaced prior to the end of the Section 11(d) Continuation, the \$25,000,000 figure described above shall be reduced by the amount of the relative pre-damage or destruction value (on a percentage basis) of the applicable damaged or

destroyed real property improvement(s) in relationship to the fixed \$25,000,000 fair value of all real property improvements in which the Concessioner has a possessory interest. The resulting reduced figure shall be substituted for the \$25,000,000 figure for all purposes of this Agreement. In the event that the Director and the Concessioner are unable to agree upon the amount of such reduction, the amount of the reduction shall be determined through arbitration between the Concessioner and the Director, which arbitration shall apply the procedures described in Section 12 of the Glacier Contract. Any insurance proceeds resulting from such damage or destruction shall be the property of the Concessioner.

5. Sections 12 (e) and (f) of the Glacier Contract shall be of no further force and effect as of the effective date of this Agreement.
6. The following two sentences of Exhibit F of the Glacier Contract (located on page 3 of Exhibit F as attached to Amendment No. 5 to the Glacier Contract) shall be of no further force or effect as of the effective date of this Agreement:

“Fund expenditures shall result in the United States not being obligated to the concessioner for that overall portion of the sound value of possessory interest in the facility or building that is equal to the amount of expenditures (as adjusted to reflect appreciation of the expenditure over time). To maintain the constant value of the expenditures over time, the value of the expenditures shall increase based on the National Consumer Price Index (CPI) for the building construction industry.”

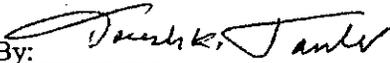
7. The Director may, during the period of the Section 11(d) Continuation, undertake to repair and/or renovate Governments Improvements (as defined in the Glacier Contract) and/or Concessioner Improvements (as defined in the Glacier Contract with government funds. A list of Concessioner Improvements is attached hereto as Attachment A to this Agreement. The Director shall consult and coordinate with the Concessioner in scheduling such actions so as to avoid disruption of visitor services to the extent practicable.
8. Except for the rights of the Concessioner expressly set forth in this Agreement, the Concessioner for itself, its heirs, legal representatives, successors and assigns hereby waives, relinquishes, releases, acquits and forever discharges the United States, its representatives, successors, and assigns, to the maximum extent permitted by law, of and from any and all claims, demands, liabilities or causes of action at law or in equity whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that the Concessioner now has or that may arise in the future because of or in any way growing out of or connected with the following: (1) possessory interest or compensation for such possessory interest under the terms of the Glacier Contract, the Section 11(d) Continuation or applicable laws; (2) any rights to other compensation of any nature for improvements made or to be made to real property improvements during the term of the Glacier Contract and/or the period of the Section 11(d) Continuation, including, without limitation, any rights to leasehold surrender interest pursuant to 36 CFR Part 51 or Public

Law 105-391; and (3) any actions the Director may undertake as described in Section 7 of this Agreement. Further, the Concessioner expressly waives any rights that may be granted under applicable law that provides that a general release does not extend to claims that the giver of the release does not know or suspect to exist in its favor at the time of executing the release, which, if known by the giver, may have materially affected its agreement to release the United States.

9. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. No modification of this Agreement shall be binding unless in writing and signed by the party to be bound.
10. Nothing contained in this Agreement shall be construed as binding the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such

Agreed:

GLACIER PARK, INC.

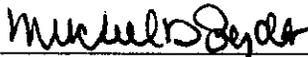
By: 
Name (print): Joseph K. Fassler
Title (print):: Chairman

Date: 7/21/09

Attest: 
Name (print):: Deborah J. DePaoli
Title (print):: Asst. General Counsel

Date: 7/21/09

UNITED STATES OF AMERICA

By: 
Name: Michael D. Snyder
Title: Regional Director, Intermountain Region

Date: 7/23/09

ATTACHMENT A
Concessioner Improvement's with Possessory Interest

<u>Building number</u>	<u>FMSS number</u>	<u>Description</u>	<u>Approx. Sq. ft.</u>
Lake McDonald Lodge			
904	84682	General Store	2,481
906	8450	Cabin 9 (6 rooms)	1,624
1012	90665	Caretaker Garage	925
1101	8456	Post Office	295
1401	9623	Girls Dorm I	555
1402	9624	Girls Dorm II	555
1403	9625	Boys Dorm I	737
1404	9626	Boys Dorm II	722
1405	8442	Jammer Dorm	744
1375	8449	Gas/Oil Shed	148
		Subtotal square footage	8,786
Rising Sun Motor Inn			
810	7972	General Store/Motel/Dorm	6,667
811	7973	Dorm (10 room)	3,630
812	7974	Powerhouse Dorm (2 room)	492
813-819	7975-7981	7 each Cabins (2 room with bath)	420 each
820-831	7982-7993	12 each Cabins (2 room with bath)	360 each
1132	8001	Coffee Shop	8,467
767	7970	Motel Unit (14 rooms)	4,258
783	7971	Motel Unit (14 rooms)	4,258
		Storage Shed	112
		Subtotal square footage	35,384
Many Glacier Hotel			
1042	7921	Many Glacier Hotel (233 rooms, dining room, gift shops, bar)	141,103
1421	225582	Paint Shed	203
1024	7914	Ice House	1,341
1043	7923	Dormitory (lower)	12,976
1044	7924	Dormitory (upper)	4,988
1047	7928	Caretaker House	1,368
1048	7930	Jammer Dormitory	1,090
1017	7912	Pump House	64
		Subtotal square footage	163,133
Swiftcurrent Motor Inn			
832	8098	Coffee Shop/Campstore	13,551
833	8099	Motel 4 (18 rooms)	4,892
889	8155	Laundry/shower	1,326
1419	94885	Employee Shower house	560

941	8156	Motel (14 rooms)	4,141
942	8157	Motel (14 rooms)	4,141
943	8158	Motel (14 rooms)	4,141
954	93601	Trash/Garbage room	200
835-849, 851-870, 874, 876, 880-888 (44 cabins)	8101-8111, 8113, 8115, 8117-8136, 8140, 8142, 8146-8150, 8152-54, 93613	Cabins (2 room)	31 units x 184
		Cabins (3 room)	1 unit x 274 12 units x <u>266</u>
		Subtotal square footage	42,122
Two Medicine			
891	8179	Campstore	4,098
1061	8185	Generator Shed	<u>231</u>
		Subtotal square footage	4,329
		Total approximate square footage	253,754
		Total Possessory Interest	\$25,000,000

AMENDMENT NO. 7
CONCESSIONS CONTRACT CC-GLAC002-81
GLACIER PARK, INC.
GLACIER NATIONAL PARK

THIS AGREEMENT, made and entered into, by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director, Intermountain Region, National Park Service, hereinafter referred to as the "Secretary", and Glacier Park, Inc., a corporation organized and existing under the laws of the State of Arizona, hereinafter referred to as the "Concessioner":

WITNESSETH:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract CC-1430-1-0002 (now CC-GLAC002-81) on February 2, 1981, whereby the Concessioner is authorized to provide facilities and services for the public within Glacier National Park during the period from January 1, 1981 through December 31, 2005; and

WHEREAS, the said Concessions Contract has been amended by letter dated November 29, 1982; by Amendment dated May 18, 1983; by Amendment dated April 1, 1985; by Amendment dated April 14, 1988; by Amendment dated May 30, 1990; by Amendment dated August 30, 1994; by Amendment dated August 27, 2001; and

WHEREAS, the Secretary has title to a fleet of 33 historic buses originally used to provide tour services to the public in Glacier National Park; and

WHEREAS, this fleet of historic buses have recently been rehabilitated for the purpose of providing tour services to the public in Glacier National Park; and

WHEREAS, the Concessioner has the expertise to operate and maintain this fleet; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concessions Contract CC-GLAC002-81 is hereby amended as follows:

1. Amend Section 2 Accommodations, Facilities, and Services, Subsection (a) 3 (a-e) of the contract (previously amended on May 30, 1990) by deleting the current language in its entirety and substituting in lieu thereof:

- (a) 3 (a) Tours. The Concessioner is required to provide scenic heritage tour transportation services for prearranged tour groups and daily scheduled public tours from developed areas in Waterton-Glacier International Peace Park and its immediate vicinity.
- (b) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain government-owned personal property, (as described in Exhibit G hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this contract if, in his judgement (after consulting with the Concessioner), such assigned property must be withdrawn for protection of the resource or visitor safety. To the extent the Secretary withdraws assigned property, the Concessioner shall be relieved of any further obligation with regard to the withdrawn property arising from events occurring subsequent to the date of the withdrawal. Requirements of the Maintenance Plan with regards to the Minimum Return Standards will still apply.
- (c) The Concessioner agrees to use the 33 renovated White Motor Company tour buses (assigned in Exhibit G) to provide the above referenced scenic and heritage tour services, notwithstanding any potential loss of profit on the scenic tour operation which may occur as a result of increased maintenance expenses occasioned by the use of the vintage equipment.
- (d) The Concessioner shall incorporate heritage themes into the operation of the heritage tours including uniforms, interpretive narration, and promotional materials.
- (e) Off-season use of the buses or use of the buses outside the vicinity of the park will be coordinated with the National Park Service and is prohibited without written permission from the National Park Service.
- (f) No use or lease fee will be assessed the Concessioner for the use of the buses.
- (g) The Concessioner will be responsible for all operational, maintenance and storage costs of the buses in accordance with operating and maintenance plans attached to this amendment as Exhibit H and I. In this regard, the Concessioner shall not be required to expend funds for the buses except to the extent required in Exhibits H and I. The Concessioner agrees to provide the high level of cyclic and operational maintenance customary and necessary for the continued use of the buses in visitor service. The buses will be maintained, repaired and serviced in accordance with the required maintenance schedule and manufacturer's requirements and recommendations. The buses are to meet all applicable safety standards and shall present a pleasing and well maintained appearance. Notwithstanding any of the foregoing, the Concessioner shall not be required to make modifications to the buses to meet future federal or state laws or regulations. The Concessioner

shall not make any additions, alterations or modifications to the buses except where approval has been provided in writing by the Secretary.

- (h) The Concessioner is responsible for all applicable licensing, registration and taxes on the buses relating to their use under the terms of this contract.
- (i) The Concessioner shall provide adequate storage facilities for the buses to meet the appropriate requirements for safe storage of the dual fuel buses including proper ventilation, fire protection and safe/durable floor surface.
- (j) All warranties, as set forth in Exhibit J hereto (the "Warranties") provided to the Secretary by the manufacturer shall be assigned to the Concessioner to the extent permissible under the terms of the warranty. The Concessioner will resolve any claims under such Warranties directly with the appropriate third party, and the Secretary shall fully cooperate with all such efforts. No action will be taken by the Concessioner to nullify warranties on the buses. Except as otherwise set forth in the Warranties, the Concessioner accepts the buses "AS IS", and waives any claim against the Secretary for any inconveniences, loss of profits or any damages resulting from any defect in the buses. Likewise, the Secretary waives any claims against the Concessioner for any defect in the buses existing on the date of delivery hereunder. The Warranties provided by Ford Motor Company are set forth in Mr. Rich Williams letter of June 26, 2002, and the Red Bus Parts Manual attached hereto, as Exhibit J.
- (k) At the termination of the Contract, the Concessioner will return, at their own expense, the buses to a reasonable location designated by the Secretary within the vicinity of Glacier National Park. Except for normal wear and tear, and the fulfillment of the Warranty obligations by Ford, each bus shall be in good working order and operating condition and shall meet the Minimum Return Standards outlined in Exhibit I.
- (l) In addition to the insurance and indemnification requirements of Section 15 of the Concessions Contract, the Concessioner will secure and maintain insurance sufficient to cover the value of the rehabilitated buses at their appraised value (\$100,000 per bus which amount shall be increased annually to reflect the increase in the Consumer Price Index (CPI)). In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace the buses, as directed by the Secretary. The Concessioner shall not be relieved of its obligations under subsection (1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property, however, the Concessioner's maximum liability (including insurance proceeds) for any single bus shall be \$100,000 adjusted for CPI.

The Concessioner shall bear only such risk of the buses being lost, stolen, destroyed or otherwise rendered permanently unfit or unavailable for use as described herein.

(m) The Concessioner shall arrange and pay for an annual inspection of the buses and maintenance records by a qualified third party to verify that the appropriate level of maintenance and due care is being conducted and to identify additional maintenance/repair requirements. In addition to an annual inspection, the Concessioner will arrange and pay for an additional inspection by a qualified third party of a random sampling of the buses, if required. The costs for these inspections is not to exceed \$40,000 annually. Written documentation of these and other required inspections of the buses and their operation will be provided to the Secretary.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at DENVER, CO this 15th day of AUGUST, 2002.

GLACIER PARK, INC.

By: *[Signature]*

Title: CHAIRMAN

Date: 8/6/02

UNITED STATES OF AMERICA

By: *[Signature]*

jp
Director
Intermountain Region
National Park Service
Department of the Interior

**GOVERNMENT-OWNED PERSONAL PROPERTY ASSIGNED TO
 GLACIER PARK, INC.**

Pursuant to
 CONCESSION CONTRACT NO. CC-GLAC002-81

Item No.	Description	Bus No.	Vin No.	Annual Fee
1	1936 White Motor Company Bus	79	19435 2 3	\$0.00
2	1936 White Motor Company Bus	80	194354	\$0.00
3	1936 White Motor Company Bus	81	194355	\$0.00
4	1936 White Motor Company Bus	82	194356	\$0.00
5	1936 White Motor Company Bus	83	194357	\$0.00
6	1936 White Motor Company Bus	84	194358	\$0.00
7	1936 White Motor Company Bus	85	194359	\$0.00
8	1936 White Motor Company Bus	86	194360	\$0.00
9	1936 White Motor Company Bus	87*	194361	\$0.00
10	1936 White Motor Company Bus	88	194362	\$0.00
11	1936 White Motor Company Bus	89*	194363	\$0.00
12	1936 White Motor Company Bus	90*	194364	\$0.00
13	1936 White Motor Company Bus	91	194365	\$0.00
14	1936 White Motor Company Bus	92	194366	\$0.00
15	1936 White Motor Company Bus	93*	194369	\$0.00
16	1936 White Motor Company Bus	94	194370	\$0.00
17	1936 White Motor Company Bus	95	194371	\$0.00
18	1937 White Motor Company Bus	96*	202790	\$0.00
19	1937 White Motor Company Bus	97*	202791	\$0.00
20	1937 White Motor Company Bus	98**	202792	\$0.00
21	1937 White Motor Company Bus	99*	202793	\$0.00
23	1937 White Motor Company Bus	101*	202795	\$0.00
24	1937 White Motor Company Bus	102*	202796	\$0.00
25	1937 White Motor Company Bus	103*	202797	\$0.00
26	1937 White Motor Company Bus	104*	202798	\$0.00
27	1937 White Motor Company Bus	105*	202799	\$0.00
28	1937 White Motor Company Bus	106*	202942	\$0.00
29	1937 White Motor Company Bus	107*	202943	\$0.00
30	1938 White Motor Company Bus	108*	209984	\$0.00
31	1938 White Motor Company Bus	109*	209985	\$0.00
32	1938 White Motor Company Bus	110*	209986	\$0.00
33	1938 White Motor Company Bus	111*	209987	\$0.00
33	1939 White Motor Company Bus	112*	215893	\$0.00

* Received in the park

** Subject to completed renovation and compliance with DOT and NHTSA standards

All other buses are awaiting renovation and delivery to the park



United States Department of the Interior

NATIONAL PARK SERVICE
Glacier National Park
West Glacier, Montana 59936

IN REPLY REFER TO:

C3823

JAN 16 2002

Mr. Joseph Fassler
Chairman
Glacier Park, Inc.
1850 North Central Avenue
Phoenix, AZ 85077

dated 1/16/02

Dear Mr. Fassler:

We would like to follow up on the agreements reached during our November meeting regarding the reconsideration of the franchise fees associated with the concession contract between Glacier Park, Inc. and the National Park Service (CC1430-1-0002, now CC-GLAC002-81). As agreed in the meeting, it would be in both parties' interests to reach a mutually acceptable agreement on the improvements the concessioner will undertake to services and facilities in Glacier National Park.

Therefore, in lieu of pursuing a formal reconsideration of the franchise fees, both the National Park Service (NPS) and Glacier Park, Inc. (GPI), agree to the following improvements over the remaining term of the concession contract. These improvements would be in addition to the existing requirements of the concession contract and include:

For the year 2002, GPI will fund one-time improvements to the facility located in East Glacier, Montana which is used for storage of the red bus fleet. These improvements will include (1) installation of a hardened floor surface (concrete, blacktop or similar) satisfactory for the storage of the dual-fuel fleet; (2) installation of a fire suppression sprinkler system satisfactory for on and off-season protection of the fleet; and (3) installation of a ventilation system adequate for the safe storage of the dual-fuel fleet. The NPS will work cooperatively with GPI to review the specifications and plans for these improvements to ensure they meet the needs of protection of the fleet. The cost of these improvements is not required to exceed \$200,000. As we discussed, completing these improvements in time for the return of the red bus fleet would be preferable.

Beginning in 2002 and continuing through the remaining years of the contract in which the red bus fleet is assigned, GPI will fund one inspection of the entire fleet per operating season by an independent third party to document that the appropriate level of maintenance and due care have been performed by GPI. GPI may also be required to fund one additional independent inspection of a random sampling of the fleet or the fleet maintenance records as needed. The NPS will work with you to establish the criteria for selection of the third party and the scope for the inspection. The cost for these inspections are not required to exceed \$40,000 annually.

Beginning in 2003 and continuing through the remaining years of the contract, GPI will fund capital improvements to concessioner operated facilities not required to exceed \$200,000 per year. These improvements would be subject to the terms and conditions of the concession contract related to "concessioner improvements" and would entitle the concessioner to possessory interest in those improvements per the contract. To satisfy this part of our agreement, the NPS proposes the following list of projects for consideration:

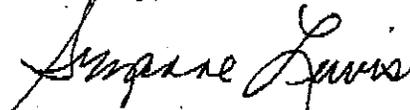
1. In 2003, we would like to address some remaining Priority 2 life safety issues as outlined in the EBL Fire Safety Evaluation System report. These primarily focus on providing one-hour fire separation, properly enclosing shafts such as passenger elevators, freight elevators, laundry chutes and mechanical shafts/chases, and separating the storage areas beneath exit stairs from the stair enclosures with one-hour construction. In addition, the Condition Assessments conducted by ARC identified a small Priority 1 project to address ceiling framing in the Lake McDonald General Store. We believe all of these can be corrected within the \$200,000 commitment.
2. For 2004 and beyond, we would like to wait to identify the specific projects until after we learn what can and cannot be addressed in the upcoming Many Glacier Hotel Stabilization Phase II project. There may be some elements that fall out during the bidding of that project that would be appropriate for GPI to take on.

It should be noted that given your agreement to pursue the above mentioned improvements, the National Park Service will not propose a reconsideration of franchise fees for the reconsideration period which begins within sixty days following December 31, 2001.

As was discussed in November, this letter will serve as the documentation necessary to address the administrative need for a reconsideration of franchise fees. If you concur, please sign this letter below, retain a copy for your records, and return the original to us.

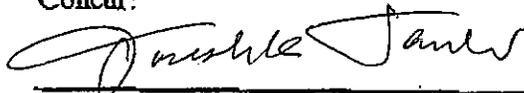
Joe, I sincerely appreciate your willingness to work cooperatively to put forth a set of plans that benefit the park, GPI's operations, and the visiting public. I look forward to hearing from you.

Sincerely,



Suzanne Lewis
Superintendent

Concur:



Joseph K. Fassler, Chairman
Glacier Park, Inc.

1/18/02

Date

AMENDMENT 6

CC-GLAC002-81

Page 1 of 2

AMENDMENT NO. 6 -
CONCESSIONS CONTRACT CC-GLAC002-81
GLACIER PARK, INC.
GLACIER NATIONAL PARK

THIS AGREEMENT, made and entered into, by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director, Intermountain Region, National Park Service, hereinafter referred to as the "Secretary", and Glacier Park, Inc., a corporation organized and existing under the laws of the State of Arizona, hereinafter referred to as the "Concessioner":

WITNESSETH:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract CC-1430-1-0002 (now CC-GLAC002-81) on February 2, 1981, whereby the Concessioner is authorized to provide facilities and services for the public within Glacier National Park during the period from January 1, 1981 through December 31, 2005; and

WHEREAS, the said Concessions Contract has been amended by letter dated November 29, 1982; by Amendment dated May 18, 1983; by Amendment dated April 1, 1985; by Amendment dated April 14, 1988; by Amendment dated May 30, 1990; and Amendment dated August 30, 1994; and

WHEREAS, certain facilities in the park in which the Concessioner retains a possessory interest have been designated as National Historic Landmarks; and

WHEREAS, one of these National Historic Landmarks, the Many Glacier Hotel, has deteriorated to a condition which may preclude its continued operation in providing visitor services and historic lodging experiences; and

WHEREAS, government funds have been made available for emergency stabilization and other necessary rehabilitation of the Many Glacier Hotel; and

WHEREAS, it is in the interest of the Concessioner and the National Park Service to expend government funds to ensure the survival of the structure and continue the historic lodging experience;

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concessions Contract CC-GLAC002-81 is hereby amended as follows:

AMENDMENT 6

CC-GLAC002-81

Page 2 of 2

- 1. Amend Section 12 of the Contract by making subsection (e) subsection (f) and adding a new subsection (c) as follows:

(e) In the event that government funds are expended to repair or improve Concessioner's Improvements ("Government Funded Concessioner Improvements" upon completion of the repair or improvements) and the fair value of Concessioner's Improvements (inclusive of all Government Funded Concessioner Improvements) is determined pursuant to Section 12(b), the amount of the determined fair value of Concessioner's Improvements will be reduced for the purposes of Section 12(b) by an amount equal to the government funds expended to repair and improve the Government Funded Concessioner Improvements as adjusted to reflect the increase or decrease in the National Consumer Price Index ("CPI") for the Building Construction Industry from the time the funds were expended until the date of the applicable determination of the fair value of Concessioner's Improvements under Section 12(b). Government expenditures made to repair and improve Concessioner's Improvements shall not be added to the book value of Concessioner's Improvements for purposes of Section 12(c) or (d), or otherwise.

The expenditure of government funds by the Secretary to repair or improve Concessioner Improvements is not mandatory. This Section 12(c) and any government funding of the repair and improvement of Concessioner Improvements that may occur shall not be construed as acknowledging or establishing an obligation on the part of the Secretary to repair and improve Concessioner Improvements nor shall this section be construed as altering or amending the terms and conditions of the Contract with respect to responsibilities for the repair and maintenance of Concessioner's Improvements.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Denver, Colorado this 27 day of August, 2001.

GLACIER PARK, INC.

UNITED STATES OF AMERICA

By: Doreen K. Jauler

By: Michael S. Saylor

Title: Chairman

Director
 Intermountain Region
 National Park Service
 Department of the Interior

Date: 6/25/2001

AMENDMENT NO. 5
CONCESSIONS CONTRACT CC-GLAC002-81
GLACIER PARK, INC.
GLACIER NATIONAL PARK

THIS AGREEMENT, made and entered into, by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as the "Secretary", and Glacier Park, Inc., a corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract CC-GLAC002-81 (formerly CC-1430-1-0002) on February 2, 1981, whereby the Concessioner is authorized to provide facilities and services for the public within Glacier National Park during the period from January 1, 1981 through December 31, 2005; and

WHEREAS, said concessions contract has been amended by letter (Amendment No. 1) dated November 29, 1982; by Amendment No. 2 dated April 1, 1985; by Amendment No. 3 dated March 2, 1988; by Amendment No. 4 dated April 14, 1988; and

WHEREAS, the Secretary and the Concessioner have reconsidered the amount and character of the franchise fees pursuant to Section 9 (e) and within the meaning of the Concessions Policy Act (79 Stat. 16 U.S.C. § 20), Section 3 (d).

WHEREAS, the Secretary and the Concessioner have reconsidered the nature and character of the consideration paid to the Secretary by the Concessioner for the use of Government Improvements provided the Concessioner under Section 4 (a) herein; and

WHEREAS, certain facilities in the park require structural and mechanical improvements which may be appropriately made by the Concessioner under the terms of this amendment; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concessions Contract CC-GLAC002-81 is hereby amended, effective January 1, 1992, as follows:

1. Delete Section 4 (b) in its entirety and substitute in lieu thereof:

4 (b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the Government and provided by the Government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements (excluding improvements made from funds from any Section 19 accounts) with the written permission of the the Secretary. In the event that such possessory interest is acquired by the Secretary or a successor Concessioner at any time, notwithstanding any provision of this contract to the contrary, the Concessioner will be compensated for such possessory interest at book value as described in Section 12(c) hereof. In the event that such possessory interest is acquired by a successor, it will not be permitted to revalue such possessory interest.

2. Delete Section 9 Franchise Fee subsections (a) (1), (a) (2), and (b) in its entirety and substitute in lieu thereof:

(a) (1) A franchise fee equal to ZERO PERCENT (-0-%) of the Concessioner's gross receipts, as herein defined, for the preceding year or portion of a year.

3. Add a new Section 19. ACCOUNTS as follows:

SEC. 19. ACCOUNTS

(a) GOVERNMENT IMPROVEMENT ACCOUNT (GIA) (1) As consideration for the use and occupancy of Government Improvements herein provided, the Concessioner shall establish and manage a "Government Improvement Account." The funds in this account belong to the Concessioner, including interest earned thereon, will be used in accordance with Exhibit "F" only to undertake on a project basis repairs and improvements to Government Improvements listed in Exhibit "D" to this CONTRACT, as directed by the Superintendent in writing and in accordance with project priorities established by the Regional Director of the National Park Service. Expenditures from this account for repair and/or improvement projects in excess of \$1,000,000 must receive the written approval of the National Park Service Director.

(a) (2) Projects paid for from the Government Improvement Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Government

Improvements as otherwise required by this CONTRACT from Concessioner funds exclusive of funds contained in the Government Improvement Account, and, specifically, funds from such account shall not be used for the purposes of fulfilling the Concessioner's obligations under Sections 1, 4, 5, and 6 of this CONTRACT. The Concessioner shall have no ownership, Possessory Interest, or other interest in improvements made from funds from the Government Improvement Account.

(a)(3) The Concessioner shall deposit within fifteen (15) days after the last day of each month of operation (June, July, August and September) a sum equal to one fourth (1/4) of the amount of the Government Improvement Account Allocation as established in Exhibit "D" into an interest bearing account at a Federally insured financial institution. The account shall be maintained separately from all other Concessioner funds, and, copies of monthly account statements shall be provided to the Secretary. The Concessioner shall submit annually, no later than March 31 of the year following the Concessioner's accounting year, a statement reflecting total activity in the Government Improvement Account for the preceding accounting year. The statement shall reflect monthly credits, expenses by project, and the interest earned.

The balance in the Government Improvement Account shall be available for projects in accordance with the account's purpose. Advances or credits to the account by the Concessioner will not be allowed. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing in advance of any expenditure being made. For all expenditures made for each project from the account, the Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (30) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The per cent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(a)(4) Upon the expiration or termination of this CONTRACT, or upon assignment or sale of interests related to this CONTRACT, the unexpended balance remaining in the Government Improvement Account shall be expended by the Concessioner for approved projects, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation. Any payment consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge

will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the then current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(b) CAPITAL IMPROVEMENT ACCOUNT (CIA) (1) As partial consideration for the privileges granted by this CONTRACT, the Concessioner shall establish a "Capital Improvement Account" by which it will undertake, on a project basis, improvements which directly support the Concessioner's operations. Funds in the Capital Improvement Account, including interest earned thereon, belong to the Concessioner but shall be used in accordance with Exhibit "F" only for construction of qualified improvements approved by the Superintendent in accordance with priorities established by the Regional Director, Rocky Mountain Region, National Park Service. Projects estimated to cost over \$1,000,000 must be approved in writing by the National Park Service Director.

(b)(2) Projects paid for with funds from the Capital Improvement Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Government Improvements as required by Sections 1, 4, 5, and 6 of this CONTRACT, or otherwise, from Concessioner funds exclusive of those funds contained in the Capital Improvement Account. Funds in the Capital Improvement Account shall not be used for purposes for which these Sections would apply unless approved by the Superintendent for repair projects of a capital nature. The Concessioner shall have no ownership, Possessory Interest or other interest in improvements made from Capital Improvement Account funds.

(b)(3) The Concessioner shall deposit into an interest bearing account at a Federally insured financial institution by September 1, 1994, a sum ("SUM") equal to FIVE PERCENT (5.0%) of the Concessioner's 1992 and 1993 gross receipts, (offset by the franchise fee amounts previously paid for the 1992 and 1993 operating years less the adjustments agreed to by letter dated August 12, 1994). Beginning January 1, 1994, and continuing through the contract term ending December 31, 2005, the Concessioner shall deposit within fifteen (15) days after the last day of each month that the Concessioner operates a sum ("SUM") equal to FIVE PERCENT (5.0%) of the Concessioner's gross receipts for the previous month, as defined in this CONTRACT, into an interest bearing account at a Federally insured financial

institution.

The account shall be maintained separately from all other Concessioner funds and copies of monthly account statements shall be provided to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (3) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The per cent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(b) (4) The Concessioner shall submit annually, no later than March 31, of the year following the Concessioner's accounting year a statement reflecting total activity in the Capital Improvement Account (CIA) for the preceding accounting year. The statement shall reflect monthly credits, expenses by project, and the interest earned.

(b) (5) Advances or credits to the Capital Improvement Account by the Concessioner are not permitted. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing and in advance of any expenditure being made. For all expenditures made for each project from Capital Improvement Account funds, the Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Secretary.

(b) (6) Upon the expiration or termination of this CONTRACT, or upon assignment or sale of interests related to this CONTRACT, the unexpended balance remaining in the Capital Improvement Account shall be expended by the Concessioner for approved Projects, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation. Any payment consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

IN WITNESS WHEREOF, the parties hereto have hereunder
subscribed their names and affixed their seals.

Dated at Denver, Colorado this 30 day of
August, 1994.

GLACIER PARK, INC.

By Joseph K. Jander

Title: Chairman

Date: 8/14/94

UNITED STATES OF AMERICA

By [Signature]

Regional Director
Rocky Mountain Region
National Park Service

ACCOUNT CONTROL PROCEDURE

INTRODUCTION

The Government Improvement Account (GIA) and Capital Improvement Account (CIA) are to be used to rehabilitate or construct in-park facilities which directly support concessioner services authorized and/or required under this contract. In depositing money into an account, the concessioner makes an irreversible commitment. While funds once deposited do not become Government funds, they may only be used for the purposes described in the contract. Interest on the CIA or GIA balances becomes an addition to the balance of the CIA or GIA as it is earned. The Concessioner shall not be paid or reimbursed in any way for account management. However, account management expenses incurred by third parties and with the advance approval of the Regional Director may be considered as account expenses.

CIA and GIA deposits shall be deposited in interest bearing accounts established by the Concessioner with expenditures or withdrawals made only after obtaining consent of the NPS for CIA and GIA purposes as described in the contract (amendment). Account management expenses on account earnings may be approved account expenses and taxes assessed on the account interest if incurred in accordance with an account management agreement or trust agreement concurred in by the Regional Director.

CIA and GIA are not to be used for the payment of routine maintenance and operating expenses of the Concessioner. Likewise, they are not to be used for maintenance of government property not assigned to the Concessioner or for government projects or activities not directly related to the provision of the involved concessioner's services. Such funds may only be used as described above or for specific projects of a capital nature when approved by the Superintendent.

Both CIA and GIA are for "projects". The resources of CIA or GIA are not to be used to pay concessioner or government annual operating costs or expenses.

The contracts entered into by the Concessioner or others to undertake projects are Concessioner contracts not government contracts. The concessioner or others conducting projects will enter into such contracts, unless otherwise expressly permitted by the Superintendent, on an arm's length basis to obtain the best contract price as is possible. The Concessioner shall not, directly or indirectly, enter into any arrangement or agreement whereby it receives money or other benefits from the contractor.

In the event of any inconsistency between this Exhibit F and the main body of the contract (amendment), the contract(amendment) shall prevail.

The following procedures will govern the management and use of both CIA and GIA.

POLICY FOR USE OF THE GOVERNMENT IMPROVEMENT ACCOUNT

The contract amendment includes specific provisions establishing a GOVERNMENT IMPROVEMENT ACCOUNT (GIA) and describing its purpose or principal goals.

Appropriate GIA expenses would include capital expenditures such as foundation, building frame, total window frame replacement, sheathing, subfloors, drainage, grease interceptors, rehabilitation of building systems such as electrical, alarm, sprinkler, plumbing, built in heating and air conditioning, roofing, and similar. Projects could also include additions to buildings. There may be instances where large scale cosmetic projects would enhance the value of the facility such as total light fixture replacements or structure remodeling projects. These types of projects may be considered for approval by the Superintendent.

The account would not be appropriate for the operating costs of building systems or for minor adjustment and repair that would be the usual, routine responsibility of the concessioner. The account would not be appropriate for decorating costs or furniture. The account would not be appropriate for cleaning or landscaping care or similar routine upkeep activity or for seasonal opening and closing costs.

It would not be appropriate to defer routine care to future GIA projects. Facilities should have a consistent high quality of maintenance and housekeeping. The Concessioner Review Program should identify and correct problems in this area.

The contract provides direction about the Concessioner's responsibility to maintain and repair facilities. The GIA is not intended to absorb such costs or to serve as an alternative to an active maintenance and repair program by the Concessioner.

POLICY FOR USE OF THE CAPITAL IMPROVEMENT ACCOUNT

The CAPITAL IMPROVEMENT ACCOUNT (CIA) is established in the contract amendment. Its general purpose is described in the contract amendment. The basis for the account is the need to establish systematically available funds for the improvement of in-park concession facilities over time. The use of a CIA allows reserves to be established for known requirements even while exact projects, construction timing, and planning are not yet resolved.

The proper use of a CIA is to undertake non-recurring projects of significant capital improvement. It is not for cyclic or routine maintenance of facilities, operating costs or decorating costs. The account may be appropriate for large projects which are capital in nature and enhance the value of the structure.

Expenditures from the CIA shall not increase the level of possessory interest the Concessioner has in a building or facility. Fund expenditures shall result in the United States not being obligated to the concessioner for that portion of the overall sound value of possessory interest in the facility or building that is equal to the amount of the expenditure (as adjusted to reflect appreciation of the expenditure over time).

To maintain the constant value of the expenditures over time, the value of the expenditure shall increase based on the National Consumer Price Index (CPI) for the building construction industry.

CIA projects could include new buildings and related infrastructure or significant rehabilitation of existing buildings and related infrastructure. A CIA project could also include demolition of old facilities and site restoration whether being replaced or not. The CIA can be used to supplement the GIA. The CIA has nothing to do with routine or cyclic repair and maintenance except to the extent that a CIA project might obviate the need for a variety of such projects.

CIA contributions are established as contract obligations. There is no possessory interest accrued by the Concessioner for CIA improvements.

PROJECT NOMINATION

1. Spending money from CIA or GIA requires a coordinated effort between the Concessioner and the park. Projects must be proposed, approved, prioritized, bid and built with an orderly process that ensures accountability.
2. The Concessioner or the NPS shall submit to the Superintendent proposals for the use of the CIA or GIA using a format established by the Superintendent for "Account Project Nomination". It is intended that a nomination form be the first step in the development of a project file. Each project file should include all documentation from nomination to final payment or should reference where those documents can be found. The project file should form a complete audit trail of project decision making.
3. Through advanced planning, a priority list should be prepared of projects that can be initiated as funds are available. It is not intended that projects be nominated shortly before they are to begin. CIA and GIA are predictable accumulations of funds that can be planned for. Prior planning in priority setting is expected. A list of priorities reaching out several years would be appropriate. Annual additions and adjustments should be planned for.
4. The NPS will specifically evaluate the proposals for compliance with:

Applicable law and regulation
National Environmental Protection Act (NEPA) and Section 106
NPS Policies
Concession Contract and Amendments including this Amendment F

Applicable Operating and Maintenance Plans
Need, based on resource impacts or human risk factors
Compliance with NPS planning documents
Other factors established by the AC.

5. Upon completion of the proposal review, the NPS will prepare a record of its evaluation and a recommendation for approval/disapproval for the Superintendent's consideration.

6. Projects on the Park priority list will be implemented as funding and needed time frames make that appropriate. Overall project management for the park will be the responsibility of the Concessions Office until an NPS Project Coordinator is appointed.

7. Depending on the size of the project, the Concessions Office may seek appointment by the Superintendent of a NPS Project Coordinator. The Project Coordinator will assist the Concessioner in preparing a task directive to guide project implementation which will contain at least the following: problem statement, specific proposal, scope of work, design responsibility, name of NPS Project Coordinator, designation of Concessioner Project Coordinator or Agent who will actually carry out the project, proposed project schedule, certification of environmental compliance, and other factors required by the park.

Upon signing, the task directive will constitute official authorization for the Concessioner or Agent to begin work on the project. The Project Coordinator will represent the Park as the project progresses from this point.

SPECIFICATIONS, DESIGN, AND BIDDING

1. The Concessioner will develop sufficient project description for the proposed project for the purpose of securing an architect or engineer or a construction contractor. These will be reviewed and authorized in writing by the Superintendent. NPS shall participate in the negotiation of labor rates, which will be specified in the contract. If lodging and/or meals are provided by the Concessioner as part of the contract, the contract must include that provision. All reduced rates provided to the contractor must be made a part of the contract.

2. Plan preparation and approval will follow NPS-10 and Chapter 17 of NPS-48.

3. Once specifications are approved, the Concessioner will prepare a bid package and make arrangements to advertise this package. The bid package will contain a draft project contract. This contract will be reviewed by the NPS Project Coordinator to assure that it meets objectives for the project. It will be authorized in writing by the NPS Project Coordinator before it is used in the advertisement process. Every attempt must be made to award all work through a competitive system.

4. The Concessioner will receive, open, and evaluate project bids, and then select an architect, engineer or construction contractor from among the bidders.
5. At this time, the Concessioner will submit to the Service an estimate of the final budget for the project.
6. The NPS Project Coordinator will participate in on-site meetings with the project contractor.
7. All physical construction executed under a CIA or GIA will be done by contractors. Construction work will not be done by concessioner employees unless the Superintendent determines that there are unusual circumstances that make such work both advantageous and easy to manage efficiently and with effective controls.
8. Concessioner employees and NPS employees may not bid as independent contractors on any projects. Also, concessioner employees and NPS employees may not be employed by the contractor; exceptions to this policy must have the express written consent of the Superintendent.
9. When the project authorized by a Project Nomination is a major design action, then the designs developed under this contract may be reviewed by the NPS at 50%, 95% and approved by the Superintendent upon completion. Some projects will require plan review by NPS staff at Region or Denver Service Center. Prior notice of submittal for scheduling purposes and appropriate review time should be planned for.
10. Work will be inspected periodically by the NPS Project Coordinator.
11. Change orders on project contracts will be issued only after receiving authorization in writing from the Superintendent.
12. Upon certification from a contractor that a project is complete, the work will be inspected jointly by the Concessioner and the NPS Project Coordinator. The project will not be accepted by the Concessioner for the Service until the NPS project coordinator so authorizes in writing.
13. At appropriate intervals the Concessioner will submit to the Park Concessions Office a project completion report enumerating project costs and a detailed description of concessioner administrative costs (see below) charged by the Concessioner. Upon concurrence with this report by the park the Concessioner may be reimbursed for work completed.
14. Upon project completion, the Concessioner will submit to the Park Concessions Management Office as-built drawings for the project.

OTHER ITEMS

1. As specified by the Contract, all improvements constructed or otherwise affected by the project are "Government Improvements," as defined by the Contract. No possessory interest will be accrued by the Concessioner or recognized by the Secretary in improvements made by the Concessioner through expenditures from the GIA or CIA.
2. The Concessioner shall, with the approval of the Superintendent, be allowed to charge the GIA or CIA for actual expenses incurred, in an amount of no more than ten percent (10%) of approved project expenditures, for reasonable concessioner administrative costs directly associated with carrying out individual projects. Exceptions to this may be made by the Superintendent on a case by case basis.
3. The Concessioner shall purchase and maintain a Builders Risk Form insurance policy at the time construction commences and as required by the Concession Contract.
4. The Concessioner shall save, hold harmless and defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses arising out of the nature of the activities of the Concessioner, its employees, subcontractors or agents associated with the project.
5. Payments to be made by the Concessioner from CIA or GIA funds shall be documented with appropriate invoices and certifications and approved in advance of payment by the Superintendent.
6. The Superintendent may require that the CIA or GIA fund the cost of Construction Supervision to represent the interests of the Government on any project where the Superintendent feels that would be cost effective and necessary to the sound administration of the project.

GLACIER PARK, INC.

UNITED STATES OF AMERICA

BY: _____

Joseph B. Jankov

BY: _____

[Signature]
Regional Director
Rocky Mountain Region
National Park Service

TITLE: _____

CHAIRMAN

DATE: _____

8/12/94

DATE: _____

8/30/94

AMENDMENT NO. 4
CONCESSIONS CONTRACT CC-GLAC002-81
GLACIER PARK, INC.
GLACIER NATIONAL PARK



THIS AGREEMENT, made and entered into, by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as the "Secretary", and Glacier Park, Inc., a corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract CC-1430-1-0002 (now CC-GLAC002-81) on February 2, 1981, whereby the Concessioner is authorized to provide facilities and services for the public within Glacier National Park during the period from January 1, 1981 through December 31, 2005; and

WHEREAS, the Secretary has determined, in accordance with subsection 3(c) of the Act of October 9, 1965, and Section 9(e) of the contract that the probable value to the Concessioner of the privileges granted by the contract warrants an increase in the franchise fee as contained in subsection 9(a)(2) of the contract; and

WHEREAS, the Secretary desires the Concessioner to continue the use of the historic buses to provide tours of Glacier National Park to park visitors; and

WHEREAS, the Concessioner has invested capital of approximately \$750,000 towards the renovation of the historic buses so as to continue their use in furtherance of the Secretary's desires; and

WHEREAS, the parties to this contract have agreed to change the amount and character of the franchise fee and to continue the use of the historic tour buses in visitor service indefinitely;

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concessions Contract No. CC-GLCA002-81 is hereby amended as follows:

1. Amend Section 2 Accommodations, Facilities, and Services, subsection (a) 3 by deleting the current language in its entirety and substituting in lieu thereof:

(a) 3 (a) Tours. The Concessioner is required to provide scenic tour transportation services for prearranged tour groups and for daily scheduled public scenic motor tours from developed areas within Glacier National Park.

(b) The Concessioner agrees to use the 33 renovated White tour buses to provide the above service, notwithstanding any potential loss of profit on the scenic tour operation which may occur as a result of increased maintenance expenses occasioned by the use of the historic equipment. The Concessioner agrees to provide the high level of cyclic and operational maintenance customary and necessary for the continued use of the buses in visitor service indefinitely. The buses are to meet all applicable safety standards and shall present a pleasing and well-maintained external appearance. The Concessioner shall not be required to replace or reconstruct any buses which are damaged beyond reasonable repair, nor shall the Concessioner be required to operate the buses if future federal or state law or regulation require modifications to the extent that the Concessioner would not realize a reasonable opportunity for profit on the scenic tour operation.

(c) The Concessioner agrees to maintain one bus in its original condition insofar as practical, through the maintenance of original equipment and finish, and to store this bus in such a manner as to reduce weathering and other deterioration.

(d) The Concessioner will provide by March 1, 1990 an accurate and comprehensive identification list of the historic buses subject to this agreement for the Secretary's approval and acceptance. The Concessioner agrees that the buses so identified shall not be sold, transferred, or physically removed from Glacier National Park or its immediate area without the written consent of the Secretary.

(e) The Concessioner agrees that the Secretary shall have an option to purchase all of the White tour buses identified under subsection 2 (a) 3 (d) if the Secretary deems it to be in the public interest. This option is to be exercised at the termination of the present contract or upon the termination of any new concession contract with the Concessioner, whichever is later. In this event, the purchase price shall be equal to 70% of the fair market value or book value, whichever is greater at the time of purchase. The fair market value is to be determined by a method of appraisal or arbitration which is agreeable to both parties.

2. Amend Section 9 Franchise Fee subsection (a)(2) by deleting the current language in its entirety and substituting in lieu thereof:

(2) In addition to the foregoing, a further sum equal to one and one-half percent (1.5%) of the Concessioner's gross receipts, as herein defined, for the preceding year.

3. Notwithstanding the terms of Amendment No. 3 to this contract dated March 2, 1988 the next reconsideration period for franchise fees shall commence within sixty (60) days following December 31, 1991.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Washington, D.C. this 30th day of May, 1989.

GLACIER PARK, INC.

BY [Signature]

Title: CHAIRMAN

Date: 1/31/90

UNITED STATES OF AMERICA

For By [Signature]
Regional Director
Rocky Mountain Region

[Signature]

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GLACODR

Amendment No. 3

Concession Contract No. CC 1430-1-0002

Glacier Park, Inc.

Glacier National Park

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as the "Secretary" and Glacier Park, Inc., a corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "Concessioner":

W I T N E S S E T H

THAT WHEREAS, the Secretary and the Concessioner have reconsidered the amount and character of the franchise fees pursuant to Section 9(c) and within the meaning of Section 3 (d) of the Concessions Policy Act (79 Stat.969,970)

WHEREAS, the parties have negotiated in good faith but have failed to reach agreement;

WHEREAS, the Concessioner had requested a substantial increase in lodging rates for the 1988 season and such request has been denied;

WHEREAS, the Concessioner has appealed the denial of the lodging rate request on the basis that it lacks a reasonable opportunity to realize a profit without the rate increase;

WHEREAS, the Secretary has denied the appeal of the requested increase in lodging rates;

WHEREAS, both parties recognize that rates will impact profitability and that franchise fees increases are based in large measure on profitability;

WHEREAS, other changes in operations for the 1988 season may also impact profitability; and

WHEREAS, it appears prudent to resume franchise fee negotiations when better information is available;

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract number CC 1430-1-0002 is hereby amended, effective upon execution by the United States, as follows:

1. Notwithstanding the provisions of Section 9 (e) of the Concession Contract relative the time frames and procedures for franchise fee negotiations, the franchise fee negotiation period which commenced 60 days after December 31, 1985 is hereby terminated and in lieu thereof a new franchise fee negotiation period shall commence 60 days after December 31, 1988.

2. All other provisions of Section 9 (e) remain in effect.

3. In addition to the financial statements required under Section 8, the Concessioner shall submit to the Secretary a preliminary financial statement for the 1988 operating year on or before October 31, 1988.

4. Strike the last sentence from Section 3, subsection (a), subparagraph (3) and substitute in lieu thereof the following:

The Concessioner will provide Federal employees conducting official business reduced rated for lodging, essential transportation and other specified services in accordance with procedures established by the Secretary.

IN WITNESS WHEREOF, the parties hereto have hereunder ascribed their names and affixed their seals.

Dated at Lakewood, Co, this 2nd day of March, 19 88.

UNITED STATES OF AMERICA

BY: Lorraine Montoya
Regional Director
Rocky Mountain Region

DATE: 3-2-88

ATTEST

Glacier Park, Inc.

BY: David L. Hiltner

BY: Joseph W. Sander

DATE: 3/11/88

DATE: 3/11/88

AMENDMENT NO. 1 *(should be 2)*

Concession Contract No. CC 1430-1-0002

Glacier Park, Inc.

Glacier National Park

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as the "Secretary" and Glacier Park, Inc., a corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. CC 1430-1-0002 on February 2, 1981, whereby the Concessioner is authorized to provide accommodations, facilities and services for the public within Glacier National Park, during the period January 1, 1981 through December 31, 2005; and

WHEREAS, the said Concession contract requires the Concessioner to submit an annual financial report as soon as possible but not later than ninety (90) days after the 31st of May of each year; and

WHEREAS, the Concessioner operates on a calendar year fiscal basis and desires to change its annual financial report due date to the said calendar year basis; and

WHEREAS, the Secretary has determined that it is in the public interest to permit the Concessioner to proceed on a calendar year basis corresponding to that which the other corporate transactions are based; and

WHEREAS, the Secretary and the concessioner have agreed to apply the results of the new Fire Safety Equivalency System to the Many Glacier Hotel; and

WHEREAS, those results call for differing specific actions than those specified in Exhibit A to the contract making it necessary to amend the contract;

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract number CC 1430-1-0002 is hereby amended, effective upon execution by the United States, as follows:

1. Amend Section 8, ACCOUNTING RECORDS AND REPORTS, subsection (a) by deleting the phrase "the 31st day of May" in line 5 and substituting in lieu thereof the phrase "the 31st day of December."

2. Amend Section 9, FRANCHISE FEES, subsection (d)(2) by deleting the phrase "the 31st day of May" in line 8 and substituting in lieu thereof the phrase "the 31st day of December."

3. Amend Exhibit "A", Section C by deleting all of Section C in its entirety and substituting in lieu thereof the following new Section C:

C. Prior to opening for public use or occupancy in June 1985:

1. Many Glacier Hotel

- a. Install fast acting sprinkler heads over lobby gift shop area.
- b. Install hard wired smoke detection system in Annex II guest rooms.
- c. Provide appropriate sheathing of hazardous areas in basement, second, third and fourth floors.
- d. Caulk all horizontal and vertical pipe penetrations.
- e. Install fast acting sprinkler heads in "Crows Nest" rooms.

IT WITNESS WHEREOF, the parties hereto have hereunder ascribed their names and affixed their seals.

Dated at Lakewood, Colo., this 1st day of April, 1985.

UNITED STATES OF AMERICA

BY: Jack Nichols
Acting Regional Director
Rocky Mountain Region

DATE: APR 1 1985

ATTEST

Glacier Park, Inc.

BY: [Signature]

BY: Walter Schult

DATE: 3/15/85

DATE: 3/15/85

AMENDMENT NO. 2
CONCESSION CONTRACT NO. CX 1430-1-0002
GLACIER PARK, INC.
GLACIER NATIONAL PARK

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Park, Inc., a corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary entered into Concession Contract No. CX 1430-1-0002 with Glacier Park, Inc., on February 2, 1981, whereby the Concessioner is authorized to provide accommodations, facilities and services for the public within Glacier National Park during the period January 1, 1981, through December 31, 2005; and

WHEREAS, the said Concession Contract has been amended by letter dated November 17, 1982; and

WHEREAS, the said Concession Contract requires the Concessioner to submit an annual financial report within ninety (90) days after the 31st day of May of each year; and

WHEREAS, the said Concession Contract requires subconcessioners, if any, to report the full amount of their gross receipts to the Concessioner within forty-five (45) days after the 31st day of May of each year; and

WHEREAS, the said Concession Contract requires the Concessioner to pay to the Secretary within ninety (90) days after the 31st day of May, each year a sum equal to fifty percent (50%) of any and all fees, commissions, or compensation payable to the Concessioner under approved subconcession contracts or agreements; and

WHEREAS, the Concessioner operates on a calendar year fiscal basis and desires to change its annual financial report and related reporting and fee payment due dates to the said fiscal year basis; and

WHEREAS, the Secretary has determined that it is in the public interest to permit the Concessioner to proceed on a fiscal year basis corresponding to that on which the other corporate transactions are based:

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. CX 1430-1-0002 is hereby amended as follows:

1. Amend Section 8, ACCOUNTING RECORDS AND REPORTS, as follows:

Amend subsection (a) by deleting "the 31st day of May" in line five, and substituting in lieu thereof "the 31st day of December."

2. Amend Section 9, FRANCHISE FEE, as follows:

Amend subsection (d)(2) by deleting "the 31st day of May" in lines eight and nine and substituting in lieu thereof "the 31st day of December."

3. Amend Section 14, APPROVAL OF SUBCONCESSION CONTRACT, by deleting "the 31st day of May" in line eight and substituting in lieu thereof "the 31st day of December."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Denver, Co, this 18th day of May, 1983.

UNITED STATES OF AMERICA

By *James Thomas Er*
Acting Regional Director
Rocky Mountain Region
National Park Service

ATTEST:

GLACIER PARK, INC.

By _____

By *Joseph K. Jank*

Title _____

Title *Chairman of Board*

Date *5/6/83*

AMENDMENT #1

Mr. Martin Schultz
President and General Manager
Glacier Park Inc.

1735 E. Ft. Lowell, #7

Tucson, Arizona 85719

Dear Concessioner:

The National Park Service is changing the annual financial reporting requirements for all concessioners with annual gross receipts of more than \$250,000. This letter is being sent to all concessioners with annual gross receipts in 1980 of more than \$250,000. When properly signed and returned by you, this letter will amend the Accounting Records and Report section of your Concession Contract No. 0X1430-1-0007

Under the present reporting requirements, all concessioners with annual gross receipts of more than \$250,000 must submit the results of their operations on Concessioner Annual Financial Report, Form No. 10-356 (Rev. 4/79). Concessioners in this category are required to have the Primary Schedules, which are listed in Part I of the Concessioner Annual Financial Report, audited by an independent certified or licensed, public accountant in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" prescribed by the Comptroller General of the United States as they apply to financial and compliance examinations. The auditors for the concessioners are required to utilize the "Audit Guide for National Park Service Concessioners" issued by the Department of Interior's Office of Inspector General. The auditor's report on the Primary Schedules and on compliance with the contract must accompany the Concessioner Annual Financial Report.

The revised reporting requirements which are effective for the concessioners fiscal reporting year beginning October 1, 1981, and thereafter, are as follows:

1. All concessioners with annual gross receipts between \$250,000 and \$1 million are required to have an independent certified public accountant perform a "Review" of the Primary Schedules listed in Part I of the Concessioners Annual Financial Report (Form No. 10-356, Rev. 4/79) in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants (AICPA). The auditor's report on his "Review" must accompany the Concessioner Annual Financial Report.
2. All concessioners with annual gross receipts in excess of \$1 million are required to have the Primary Schedules listed in Part I of the Concessioner

Annual Financial Report (Form No. 10-356, Rev. 4/79) audited by an independent certified public accountant in accordance with generally accepted auditing standards and procedures promulgated by the AICPA. The auditor's report on the Primary Schedules must accompany the Concessioners Annual Financial Report.

3. The "Audit Guide" prepared by the Office of the Inspector General has been dropped as a requirement and its use by independent certified public accountants is optional.
4. The use of the Concessioner Annual Financial Report (Form 10-356, Rev 4/79) remains a requirement however, the "Requirement for Audit" section of the general instructions is temporarily superceded by the above 3 changes. This section will be corrected when the supply of forms is exhausted.

The above new reporting requirements reflect our continual efforts to be reasonable and responsive to both the public who has a vested interest in our administration of the concessions management program and to the concessioners who provide the needed services to the visiting public.

If you agree with the above changes in your reporting requirement, please indicate your approval by signing in the space provided below and return the original to me for filing with your original contract. Should you have any questions, please do not hesitate to call _____ who can be reached on _____.

Sincerely,

James B. Thompson
Acting **James B. Thompson**
Regional Director

Maeta Schell

Concessioner X

Mar 29 1982

Date

Please return to National Park Service
Rocky Mountain Regional Office
655 Parfet Street
P.O. Box 25287
Denver, Colorado 80225

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

GPI

Glacier National Park

CONTRACT NO. CC1430-1-0002 EXECUTED FEBRUARY 2, 1981

COVERING THE PERIOD

JANUARY 1, 1981 Through DECEMBER 31, 2005

CONTRACT

NO. CX 1430-1-0002

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director of the National Park Service, Rocky Mountain Region, hereinafter referred to as the "Secretary," and Glacier Park, Inc., a corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Glacier National Park (hereinafter referred to as the "Area") is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate the same at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, the establishment and maintenance of such facilities and services involves a substantial investment of capital and the assumption of the risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965

(79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT. (a) This contract shall supersede and cancel Contract No. 14-10-0100-1039 effective upon the close of business December 31, 1980, and shall be for the term of twenty-five (25) years from January 1, 1981. It is agreed that the investment required in subsections (c) and (d) following is consistent with Section 3(a) hereof, provided, however, that the items identified in subsection (b) hereof as the Life Safety Improvement Program shall not be subject to Section 3(a) hereof. The Concessioner shall undertake a Life Safety Improvement Program and an Accelerated Improvement Program at a cost of not less than \$1,750,000 to commence on or before June 1, 1981, and such program must be completed by December 31, 1985.

(b) The Life Safety Improvement Program is identified in Exhibit A to this contract, which reflects the best judgment of the Secretary on the date of execution of this contract regarding the specific projects required to provide for safe utilization and occupancy of the facilities which are to be improved by the Concessioner. Recognizing that changes in specific projects may be appropriate, Exhibit A will be reviewed annually by the Concessioner and the Secretary and any specific projects may be added, deleted or otherwise changed by mutual agreement. The failure to complete the Life Safety Improvement Program by December 31, 1985, as identified on Exhibit A or as it may be changed by mutual agreement shall constitute a material breach of this contract for which it may be terminated for default by the Secretary as provided in Section 11(a) hereof.

(c) The Accelerated Improvement Program is identified in Exhibit B to this contract, which reflects the best judgment of the Secretary on the date of execution of this contract regarding the specific projects required to upgrade facilities to an acceptable standard. Recognizing that changes in specific projects may be appropriate, Exhibit B will be reviewed annually by the Concessioner and the Secretary and any specific projects may be added, deleted or otherwise changed by mutual agreement. The failure to maintain the schedule on Exhibit B as attached to this contract or as changed by mutual agreement, or the failure to complete the Accelerated Improvement Program by December 31, 1985, shall constitute a material breach of this contract for which it may be terminated for default by the Secretary as provided in Section 11(a) hereof. For the purposes of this contract, the phrase "to maintain the schedule" in the preceding sentence shall mean that projects identified for completion in the years 1981, 1982, 1983 or 1984 must be completed not later than December 31st of that year or, where it can be shown that satisfactory efforts or progress are being made towards completion, then such projects shall be completed not later than December 31st of the year following. In no event shall any project be completed later than December 31, 1985.

(d) Beginning January 1, 1986, and continuing throughout the remaining term of this contract, the Concessioner shall undertake a Long Range Capital Improvement Program. The Concessioner agrees to expend annually not less than one (1%) percent of the gross receipts (as defined in subsection (e)

of this section) from the previous year on alterations, additions, improvements and new facilities of the character normally considered capital improvements under generally accepted accounting principles. The undertaking of such capital improvements shall be subject to the prior written approval of the Secretary. In the event the funds derived in any given year are in excess of the funds actually expended in that year on capital improvements, then the funds shall cumulate and be expended at the direction of the Secretary during a subsequent year or years. Failure to complete the Long Range Capital Improvement Program shall constitute a material breach of this contract for which it may be terminated for default by the Secretary as provided in Section 11(a) hereof.

(e) Notwithstanding the definition contained in Section 9(d)(1) the term "gross receipts" as used in this Section and Section 5 shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales from operations within the park, including those through vending machines and other coin-operated devices, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons operating in the area.

(f) The Concessioner shall provide the Secretary with sufficient evidence or documentation on an annual basis, as shall be satisfactory to the Secretary to provide assurance of the completion of projects initiated. The data shall include, but not be limited to, schedules of projects, costs of completed projects, budgets for each upcoming year and status reports on projects for the past year and the upcoming year. Such evidence or documentation may be requested at any reasonable time by the Secretary, but if not so requested at another time shall be submitted upon the date specified for the submission of the Concessioner's annual financial report as stipulated within Section 8(a) of this contract.

(g) The Concessioner may, in the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of the Life Safety Improvement Program, the Accelerated Improvement Program and the Long Range Capital Program as herein specified for such stated periods as the Secretary may deem proper upon written application by the Concessioner showing circumstances beyond its control warranting such relief.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES. (a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide accommodations, facilities and services for the public within Glacier National Park, as follows:

1. Lodging accommodations
2. Food and beverage

3. Transportation - including transportation for prearranged group tours, unscheduled scenic tours and daily scheduled public transportation services.
4. Automobile service stations
5. Campers' services
6. Any and all other services and merchandising which are incidental to the operation authorized and required hereunder at the request of the Secretary.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations under this contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(c) The Concessioner is granted a preferential right, not a monopolistic or exclusive right, to provide the transportation service authorized hereunder until December 31, 1985, provided, that such preferential right shall not apply to the transportation privileges over the road between the Sherberne entrance of the park and the Many Glacier area. Upon January 1, 1986, and subject to satisfactory performance hereunder, the Concessioner is granted a right of first refusal to provide the transportation services for the prearranged tour groups, the unscheduled scenic tours over that portion of the Going-To-The-Sun Highway in between the Lake McDonald Lodge Complex and the Rising Sun Motor Inn Complex and for the daily scheduled public transportation service within Glacier National Park. It shall be expressly understood that the Concessioner will provide any or all of the transportation services as directed by the Secretary not inconsistent with an opportunity to make a profit on its operation as a whole. In the event of the Concessioner's refusal to provide any of the services as directed by the Secretary then the Concessioner's right to provide all transportation services will be terminated. In such event, the Secretary will take whatever action deemed appropriate to obtain the transportation services including, but not limited to, obtaining a separate concessioner to provide such transportation services. Nothing herein shall be construed or used as evidence that the Concessioner is or is not entitled to award of contract for supplies and/or transportation services financed wholly or in part by funds appropriated by the United States, provided, however,

that these services shall not be inconsistent with the transportation rights granted herein.

(d) Nothing contained in this section or elsewhere in this contract shall be construed as prohibiting or curtailing operations conducted in the area by other concessioners now authorized by the Secretary to provide accommodations therein for the public, including the successors or assigns of such concessioners, when approved by the Secretary.

SEC. 3. PLANT, PERSONNEL, AND RATES. (a)(1) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulation and approval by the Secretary. Reasonableness of rates and prices will be judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant. The Secretary shall exercise his decision-making authority with respect to the concessioner's rates and prices in a manner consistent with a reasonable opportunity for the concessioner to realize a profit on its operations hereunder as a whole commensurate with the capital invested and the obligations assumed.

(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner shall not offer and employees of the Federal Government shall not receive discounts unless such discounts are available to the general public.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as

the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Section 503 of the Rehabilitation Act of September 26, 1973, P.L. 93-112, which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals, and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment. Regulations heretofore promulgated are set forth in Exhibit "C" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS. (a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, (as described in Exhibit "D" hereto) necessary to conduct the operations authorized hereunder. With the exception of the Village Inn Motel (Building #1038), the Lake McDonald Lodge and dining room (Building #740), and related buildings used in connection therewith, the Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this contract if, in his judgment, such assigned lands and improvements must be withdrawn for protection of the resource or visitor safety. The Secretary shall compensate the Concessioner for any possessory interest in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with the compensation for possessory interest described within subsection 12(b) hereof.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the Government and provided by the Government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements. In the event that such possessory interest is acquired by the Government at any time, notwithstanding any provision of this contract to the contrary, the Concessioner will be compensated for such possessory interest at book value

as described in Section 12(c) hereof. In the event that such possessory interest is acquired by a successor, it will not be permitted to revalue such possessory interest.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

(d) The Concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(e) If during the term hereof a Government Improvement requires repairs or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair, such capital investment shall be borne by the Government subject to the availability of appropriated funds. If appropriated funds are not available, and the Secretary determines that such repairs or improvements are necessary to a satisfactory performance of the Concessioner's obligations hereunder, the Concessioner may be required to repair the Government Improvement subject to the limitations on investment set forth in Section 3(a) hereof.

SEC. 5 MAINTENANCE Subject to Section 4(a) hereof, the Concessioner will physically maintain and repair all facilities (both Government and Concessioner's Improvements) used in the operation hereunder, including maintenance of assigned lands and all necessary housekeeping activities associated with the operation to the satisfaction of the Secretary. In order that a high standard of physical appearance, operations, repair and maintenance be maintained, appropriate inspections will be carried out jointly by the Secretary and the Concessioner. Beginning January 1, 1986, and throughout the remaining term of this contract, the Concessioner agrees to expend annually not less than six percent (6%) of the gross receipts (as defined in Section 1(e) hereof) from the previous year on repairs and maintenance, as normally defined under generally accepted accounting principles.

SEC. 6. CONCESSIONER'S IMPROVEMENTS. (a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract, excluding improvements made to Government Improvements by the Concessioner, as follows:
(1) such improvements upon the lands assigned at the date hereof as described

in Exhibit "E" hereto; (2) all such improvements hereafter constructed upon or affixed to the lands assigned by the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in the land upon which the described structures are located.

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory interest shall consist of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity and the use or enjoyment of any structures, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

SEC. 7. UTILITIES. (a) The Secretary shall furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary, which shall at least equal the actual cost of providing the utility or service.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with any applicable state procedures and state law. Such

water rights, upon expiration or termination of this contract for any reason shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the Government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances, and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS. (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than ninety (90) days after the 31st day of ~~May~~ ^{December} a financial statement for the operations authorized herein during the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of \$250,000 the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970. The examination shall be made in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" issued by the Comptroller General of the United States, as they apply to financial and compliance examinations, and the "Audit Guide for National Park Service Concessioners" issued by the Secretary. Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable. The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

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changing to
Cyril*

(b) Within ninety (90) days of the execution of this contract or its effective date, whichever is later, the Concessioner shall submit to the Secretary a schedule that identifies and provides details for assets in which

the Concessioner claims a possessory interest. The schedule must describe these assets in detail showing for each such asset the date acquired, useful life, cost and book value.

(c) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract including Federal, and state income tax returns.

(d) The Concessioner shall maintain a management information system on the operations authorized hereunder such as utilization, occupancy, etc., as prescribed by the Secretary and shall submit reports at the request of the Secretary.

SEC. 9. FRANCHISE FEE. (a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements assigned to the Concessioner hereunder, if any. Such fee and assigned Government buildings to be as set forth in Exhibit "D" hereto but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to one and one-quarter percent (1-1/4%) of the first \$2 million of Concessioner's gross receipts, as herein defined, and one and one-half percent (1-1/2%) of Concessioner's gross receipts, as herein defined, in excess of the first \$2 million, for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include one-twelfth (1/12) of the annual use fee for assigned Government Improvements, as set forth in Exhibit "D" hereto and the specified percentage of gross receipts. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due.

(c) Interest charges at the rate of THREE FOURTHS OF ONE PERCENT (3/4 of 1%) of an overdue payment will be assessed for each 30-day period, or portion thereof, that payment is delayed.

(d)(1) The term "gross receipts," as used in this section shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales from operations within the park, including those through vending machines and other coin-operated devices, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of sub-concessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handicraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies.

(2) The term "gross receipts of subconcessioners" as used in subsection (b)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, including that through vending machines or other coin-operated devices, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of May of each year. The subconcessioners shall maintain an accurate and complete record of all items listed in subsection (b)(1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (b)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

(e) Within sixty (60) days after the end of each 5-year period of this contract or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section may be reconsidered. Such request shall be made in writing within 60 days after the end of the applicable contract year but cannot be made before the end of such year. In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees consistent with the fair value of any assigned Government Improvements and the probable value to

the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested. If desired by the Concessioner an advisory arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties hereto. Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract unless subsequent negotiations establish yet a different franchise rate. If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate, the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment. Any new franchise fees will be evidenced by an amendment to the contract unless based upon the written determination of the Secretary in which event a copy of the determination will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

SEC. 10. BOND AND LIEN. The Secretary may, at his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate, not in excess of Ten Thousand Dollars (\$10,000). As additional security for the faithful performance by the Concessioner of all of its obligations under this contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. TERMINATION. (a) The Secretary may terminate this contract in whole or part for default at any time and may terminate this contract in whole or part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's

requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation," hereof.

(c) In the event it is deemed necessary to temporarily suspend operations hereunder in whole or in part to protect the visitors or resources of the area due to causes beyond the control of the Secretary, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of \$203,000, plus an amount equal to the annual depreciation on improvements made under this contract and a percentage return on the book value of such improvements that shall be determined by multiplying the prime interest rate by 1/2 or at the fixed percentage of eight percent (8%) whichever is less. For the purposes of this subsection the term "prime interest rate" will be established as the average of the highest and lowest interest rates charged by the United Bank of Denver during the twelve (12) months preceding the request of the Secretary referred to in the first sentence hereof. In this instance the method of depreciation used shall be either straight line depreciation or depreciation shown on Federal Tax Returns.

SEC. 12. COMPENSATION. (a) Just Compensation: The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract termination or expiration where operations are to be continued: If for any reason, including contract expiration or termination as described herein, subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations

authorized hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government: (i) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner's Improvements, if any, as defined under this contract, and all other property of the Concessioner used or held for use in connection with such operations; and (ii) the Secretary will require such successor, as a condition to the granting of a permit or contract to operate, to purchase from the Concessioner such possessory interest, if any, and such other property, and to pay the Concessioner the fair value thereof. The fair value of any possessory interest in Government Improvements shall be book value as described in Section 12(c) hereof. The fair value of possessory interest in Concessioner's Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. Merchandise and supplies shall be valued at replacement cost including transportation. Equipment shall be valued at replacement cost less depreciation and obsolescence.

If the Concessioner and the successor cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member. If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator. In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute. In the event the successor is a Government agency and there is a dispute as to the fair value of any items, the decision of the

Secretary as to such fair value will be final and binding upon all parties, provided that if requested by the Concessioner, the Secretary will, prior to making his decision, consider the advice of an advisory arbitration board established in accordance with the procedures of this subsection. It shall be specifically understood that the recommendation of the Board of Arbitrators is advisory only.

(c) Contract Expiration or Termination where Operations are to be discontinued: If for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof within the area and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, if any, in the amount of their book value (unrecovered cost as shown in Federal Income Tax Returns); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance where Operations are to be Continued: Notwithstanding any provision of this contract to the contrary, in the event of termination of the contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfactions of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in Subsection 12(c) herein.

(e) Other Compensation: In the event of termination of this contract or portions thereof, for the purpose of protecting visitors or area resources the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, at his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but not for lost profit or other anticipated gain from the operations authorized hereunder or

anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.

SEC. 13. ASSIGNMENT OR SALE OF INTERESTS. (a)(1) The Concessioner and/or any person or entity which owns a controlling interest (as herein defined) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this contract or the concession operations authorized hereunder, nor sell or otherwise assign or transfer (including, without limitation mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which contract may be terminated by the Secretary without regards to the procedure for termination for default described in Section 11 hereof, and in any event the Secretary shall not recognize any right of any person or entity to own or operate the operations authorized hereunder acquired in violation hereof.

(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in Subsection (a)(1) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(b)(1) The Secretary, in exercising the discretionary authority set forth herein, shall among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "Controlling interest" in a Concessioner's ownership shall mean, in the instance of a corporate concessioner, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial control over the operations of the Conces-

sioner, and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial control over the operations of the Concessioner. The Secretary will determine at the request of interested parties whether or not an interest in a Concessioner constitutes a controlling interest within the meaning hereof.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the Concessioner, including this contract, in the area, shall be issued, except for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such assets, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 14. APPROVAL OF SUBCONCESSION CONTRACT. All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract in whole or part shall be considered as subconcession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary with ninety (90) days after the 31st day of May, each year a sum equal to fifty percent (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 15. INSURANCE AND INDEMNITY. (a) The Concessioner shall secure and maintain from responsible companies insurance sufficient to indemnify losses connected with or occasioned by the activities and operations authorized hereunder as determined by the Secretary. The Concessioner shall

annually provide the Secretary with certificates of insurance or other similar documents sufficient to evidence compliance with this section and shall provide the Secretary thirty (30) days written notice of any material change in the Concessioner's insurance program hereunder. The types and amounts of insurance coverage carried by concessioners will be approved by the Secretary. Specific insurance requirements are as follows:

(1) Property Insurance. The Concessioner at its cost shall secure and maintain, for both Concessioner and Government improvements, fire, extended coverage and such other hazard insurance as may be appropriate in such amounts as are necessary to repair or replace those buildings, structures, equipment, furnishings and other personal property determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this contract. Such insurance shall provide for the Concessioner and the United States of America to be named insureds and insured as their interest may appear. Insurance provisions respecting property replacement at the "Same Site" shall be waived. In the event of loss the proceeds of such insurance shall be utilized to repair, rebuild, restore or replace Concessioner and Government improvements, equipment, furnishings and other personal property hereunder, if required by the Secretary.

(a) The insurance policy shall contain a loss payable clause approved by the Secretary which provides that insurance proceeds shall be paid directly to the concessioner without requiring endorsement by the United States.

(b) The use of insurance proceeds for repair or replacement of government structures will not alter their character as government structures and the concessioner shall gain no possessory interest therein.

(2) General - Public Liability. The Concessioner at its costs shall secure and maintain, with the Concessioner as named insured, the following insurance coverages: Comprehensive General Liability including Products and Completed Operations Coverages; Broad Form Bodily Injury Coverage; and Broad Form Contractual Liability Coverage. Where appropriate as dictated by the nature of the operations authorized hereunder, the following additional coverages shall be secured and maintained by the Concessioner: Liquor Liability Coverage or removal of the Liquor Liability Exclusion; and Watercraft Liability Coverage or the removal of the Watercraft Liability Exclusion.

(3) Automobile Liability. The Concessioner at its cost shall secure and maintain, with the Concessioner as named insured, the following insurance coverage respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability including Owned, Operated and Leased Units; Hired and Non-Owned Automobile Liability; Uninsured Motorists Coverage; and Statutory "No-Fault" Coverages as required by the various states of operation.

(4) All liability policies shall specify that the insurer shall have no right of subrogation against the United States of America under such policies and have no recourse against the United States of America for payments of any premiums or assessments.

(5) Worker's Compensation. The Concessioner at its cost shall secure and maintain, with the Concessioner as named insured, the following worker's compensation coverage: Statutory Worker's Compensation in the various states of operations; Employer's Liability Coverage of \$100,000; Broad Form "All States" Coverage; Voluntary Compensation Endorsement; and Employer's Liability in states with monopolistic Worker's Compensation Funds.

(b) The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages, or judgments and expenses on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors, or agents under the contract.

(c) Exclusions and Exceptions. Any exclusion or exception to the above insurance requirements may be permitted only after the Concessioner obtains concurrence in writing from the Secretary. It is incumbent upon the Concessioner when requesting any insurance exclusion or exception to include in writing detailed justification as to why the exclusion or exception is necessary.

SEC. 16 PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES. In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 17 DISPUTES. (a) Except as otherwise provided in this contract, any dispute, or claim, concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner. The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract Appeals, the decision of the Secretary or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a precontractual nature nor of a non-contractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources nor to any other discretionary relief or action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18 GENERAL PROVISIONS. (a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representative.

(b) The Concessioner is not entitled to be awarded or to have sole negotiating rights to any Federal procurement or service contract by virtue of any provision of this contract.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations any accommodations, facilities, or services to area visitors which are part of and appropriate to the park interpretive program.

(d) That any and all taxes which may be lawfully imposed by any state or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessions.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share of part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(f) This contract may not be extended, renewed, or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Denver, Colorado, this 2nd
 day of February, 19 81.

UNITED STATES OF AMERICA

By Lorraine Nitzinger
Regional Director, Rocky Mountain Region

ATTEST:

GLACIER PARK, INC.

BY Emily Moke
TITLE Secretary

BY [Signature]
TITLE President
DATE Oct. 22, 1980

The Life Safety Improvement Program is as follows:

A. Prior to opening for public use or occupancy in June 1981:

1. Pull boxes and alarm systems will be installed in buildings and/or areas as required by Life/Safety Code as approved by the NPS. Consideration will be given to the installation of area alarms as opposed to Building alarms wherever acceptable.

- a. Lake McDonald Motel Units.
- b. Lake McDonald General Store.
- c. Lake McDonald, Rising Sun and Swiftcurrent Motel and cabin areas.
- d. Lake McDonald, Rising Sun, Swiftcurrent, and Many Glacier Dormitory areas.
- e. Pull boxes and alarm systems in corridors of the Many Glacier Hotel connected with warning panel at the front desk and with self-closing fire doors as required.

Any central controlled alarm system which extends beyond the immediate building will be determined by consultation with fire and safety experts. The cost of any central alarm system which extends beyond the building walls will be negotiated between the NPS and the concessioner.

2. Lake McDonald Motel (10 Unit)

Rising Sun, 9-Unit Motel and Employee Dorm adjacent to the general store.

Rising Sun - two-floor dorm.

Swiftcurrent - 18-unit motel.

Many Glacier Hotel.

"No Place" Dorm.

Ray Kinley Dorm and the dorm rooms of the Two Medicine Store.

- a. Install 20-minute-fire rated doors (by improvement or by replacement) as required.

3. Lake McDonald Store

- a. Improve the passageway and exit, and install smoke detectors in the attic.

4. Two Medicine
 - a. Install a second floor fire escape.
5. Rising Sun
 - a. Install door closures on the dumbwaiter at the coffee shop.
 - b. Install emergency lighting as required (kitchen dining room, lobby, and gift shop).
 - c. Install sheetrock in the corridors and enclose the stairways to achieve a 1-hour-fire rating in the two-floor dorm.
 - d. Install an unobstructed second exit in the two-floor dorm.
6. Swiftcurrent
 - a. Install emergency lighting as required (kitchen, employee dining room, dining room, lobby, gift shop and store).
 - b. Enclose transformer and compressor to meet NEPA 101 Code.
7. Many Glacier Hotel
 - a. Install sheetrock and enclose stairway exits to achieve 1-hour rating in Annex I and II.
 - b. Install float valve control on day service oil tank (boiler room).
 - c. Install a second exit from the third floor of the lobby.
 - d. Line elevator shaft - Annex I with 2-hour-fire rating sheetrock.
 - e. Block off elevator shaft - Annex II at each floor with 2-hour-fire rating sheetrock.
 - f. Install sheetrock to achieve 2-hour rating on the boiler room ceiling.
 - g. Insure that the walls to the carpenter shop will meet 1-hour-fire rating.
8. Ray Kinley Dorm
 - a. Install sheetrock in the stairway exit to achieve a 1-hour-fire rating.

9. "No Place" Dorm

- a. Install sheetrock in the stairway exits to achieve a 1-hour-fire rating.
- b. Install smoke detectors and activated door closures with magnetic holds.
- c. Install exhaust fan and hood with fire suppressing capability.

B. Prior to opening for public use or occupancy in June 1982:

1. Many Glacier Hotel

- a. Install battery operated smoke detectors and sheetrock walls and ceiling to achieve a 1-hour-fire rating in the employee laundry room.
- b. Install sheetrock in all corridors to achieve half-hour fire rating.
- c. Perform balcony repairs - portion required for incorporation in exterior fire escape.
- d. Install sheetrock in walls and ceiling of kitchen to achieve 1-hour-fire rating; also install self-closing, 1-hour rated doors.

2. Ray Kinley and "No Place" Dorms

- a. Install sheetrock in all corridors to achieve 1-hour-fire rating.
- b. Sheath kitchen to meet A or B fire spread.

All Dormitories

- a. Install ground fault interrupters in shower/bath.

C. Prior to opening for public use or occupancy in June 1985:

1. Many Glacier Hotel

- a. Assure that all rooms meet class C flame spread on ceiling and walls not adjoining corridor; install sheetrock on all walls adjoining corridors to achieve half-hour-fire rating.
- b. Install a 2-hour-rated fire wall between:
 1. Annex I and Dining Room (all floors).

2. Annex I and Lobby (all floors).
 3. Annex II and Corridor (all floors).
- c. Perform balcony repairs on remaining balconies (other than for fire escape) for structural stability.

Deficiencies and Needs

HANY GLACIER AREA

Hotel

Year of Completion

1980 1981 1982 1983 1984 1985

- Replacement of interior vault with exterior pad mounts. _____
- Replacement of knob and tube wiring in exposed area. _____
- Flush and pressure test sprinkler system. _____
- Improper plumbing cross connections and non-code fixtures. _____
- Damaged asbestos siding and cracked wood siding. _____
- Missing gutters, downspouts and drainage around building. _____
- Weatherproofing of windows and doors. _____
- * Balconies uneven, supports damaged. _____
- * Inadequate floor covering and equipment in kitchens. _____
- * Deck use on lake side causes leaks, deck not usable. _____
- Lack of handicap ramps and rooms. _____
- Improvement of snack bar facilities. _____
- Mismatched, damaged, or outdated furnishings. _____
- * Misaligned column caps in lobby. _____
- Horn carpets in corridors. _____
- Damaged eaves, fascias and kneebraces. _____
- Floor covering in dining room to enhance decor. _____
- Poor sound system and inadequate entertainment production facilities in stage. _____
- Life safety requirements. (refer to Exhibit "A") _____

Dormitories

- * Overcrowding. _____
- Cracked and warped siding. _____
- Damaged eave supports. _____
- Weatherproofing of windows and doors. _____
- Plumbing fixtures and cross connections. _____
- Damaged porches and handrails. _____
- Damaged chimneys. _____
- Bathroom improvements. _____
- Furnishings damaged and inadequate. _____
- Life safety requirements. (refer to Exhibit "A") _____

SWIFTCURRENT

Coffee Shop, Store, Cabins and Hotel Units

- Inappropriate exterior color scheme. _____
- Cabin roofs needing repair and/or replacement. _____

	1980	1981	1982	1983	1984	1985
Replacement of interior vault with exterior pad mounts.						
Replacement of knob and tube wiring in exposed area.						
Flush and pressure test sprinkler system.						
Improper plumbing cross connections and non-code fixtures.						
Damaged asbestos siding and cracked wood siding.						
Missing gutters, downspouts and drainage around building.						
Weatherproofing of windows and doors.						
* Balconies uneven, supports damaged.						
* Inadequate floor covering and equipment in kitchens.						
* Deck use on lake side causes leaks, deck not usable.						
Lack of handicap ramps and rooms.						
Improvement of snack bar facilities.						
Mismatched, damaged, or outdated furnishings.						
* Misaligned column caps in lobby.						
Horn carpets in corridors.						
Damaged eaves, fascias and kneebraces.						
Floor covering in dining room to enhance decor.						
Poor sound system and inadequate entertainment production facilities in stage.						
Life safety requirements. (refer to Exhibit "A")						
Overcrowding.						
Cracked and warped siding.						
Damaged eave supports.						
Weatherproofing of windows and doors.						
Plumbing fixtures and cross connections.						
Damaged porches and handrails.						
Damaged chimneys.						
Bathroom improvements.						
Furnishings damaged and inadequate.						
Life safety requirements. (refer to Exhibit "A")						
Coffee Shop, Store, Cabins and Hotel Units						
Inappropriate exterior color scheme.						
Cabin roofs needing repair and/or replacement.						

Coffee Shop, Store, Cabins and Hotel Units (cont.)

Year of Completion

	1980	1981	1982	1983	1984	1985
Spalling concrete on store porch.						
Damaged fascia, eaves, porch railings and chimneys.						
Weatherproofing of doors and windows.						
* Inadequate or damaged kitchen floor covering and equipment.						
Public and employee showers i.e., floors, fixtures, heating, etc.						
Inadequate utility and storage area.						
Inadequate employee recreation facilities.						
Lack of handicap ramps and rooms.						
* Lack of modern showers and exhaust fans in rooms.						
Inadequate light, mismatched drapes, spreads and colors and inappropriate metal furnishings in rooms.						
Torn screens.						
Worn carpets.						
Life safety requirements (refer to Exhibit "A")						

RISING SUN

Coffee Shop, Store, Cabins, Motel Units and Service Station

Inappropriate, cracked and peeling exterior paint.						
Lack of handicap ramps and rooms.						
Spalling concrete on store porch and in front of cabins.						
Damaged fascias, eaves, sidings and roofs.						
Public showers, i.e., floors, fixtures and overuse.						
Torn screens, coffee shop and cabins.						
Broken loading docks.						
Weatherproofing of windows and doors.						
Paint in rooms marked, scratched and stained.						
Worn carpets or carpets missing, mismatched drapes, spreads and outdated furnishings.						
* Lack of modern showers and exhaust fans.						
Inadequate equipment in kitchens.						
Unappealing appearance coffee shop waiting room and lobby.						
Life safety requirements (refer to Exhibit "A")						

Dormitories

* Overcrowding.						
Provide heat.						
Inappropriate cracked and peeling paint.						
Carpets missing or worn. (Appropriate floor coverings)						
Parthroom improvements.						
Furnishings damaged and inadequate.						
Upgrade employee recreation room.						
Life safety requirements (refer to Exhibit "A")						

*Reasonable method of repair or solution yet to be determined.

TWO MEDICINE

Store and Snack Bar

	1980	1981	1982	1983	1984	1985
Leaking around skylight and chimney.						
Weatherproof doors and windows.						
* Deteriorated logs and chinking.						
Lack of handicap access.						
Broken railing and porch deck.						
Wood cracking and exposed.						
* Loading dock inadequate.						
* Refrigerator cooler system exposed.						
Unsafe stairway over kitchen.						
Inadequate decor, furnishings in employee living area.						
Life safety requirements (refer to Exhibit "A")						

VILLAGE INN

Motel

Lack of handicap access. (N.P.S. responsibility)						
Lime deposits on water heating elements.						
Spalled concrete, unfinished doors and stairway, friction tread missing.						
Furnishings require refinishing and carpets and drapes old and worn.						
Damaged kitchen counter tops.						
* Lack of exhaust fans and soap dishes, peeled paint in bathrooms.						
Life safety requirements (refer to Exhibit "A")						

LAKE McDONALD

Lodge, Motel and Cabins, Store, Coffee Shop and Service Station

Lack of handicap access. (N.P.S. responsibility)						
Weatherproof walls, doors and windows.						
Unprotected wood, lodge, motel, service station and store.						
Damaged eaves, gutter and downspouts, fascias, chimneys and flashing.						
Damaged plumbing fixtures.						
Damaged floor coverings, poor floor support.						
In kitchens (except coffee shop). (N.P.S. responsibility.)						
Improper ventilation in coffee shop and store.						
* Deteriorated roof structure of store (deteriorated roof of lodge NHS)						
Dining room furnishings, draperies and floor covering outmoded and mismatched.						
Worn carpets in corridors and rooms.						
Inadequate light, mismatched draperies and inappropriate metal furniture.						
Inadequate kitchen equipment						

Lodge, Hotel and Cabins, Store, Coffee Shop and Service Station (cont.)

1980

1981

1982

1983

1984

1985

Year of Completion:

Paint in rooms marked, scratched and stained.					
* Lack of modern showers and exhaust fans.					
Unsafe handrails and stairs.					
Stairs lack friction tread.					
Separated logs in lobby. (N.P.S. responsibility)					
Rotten log, east side of dining room. (N.P.S. responsibility.)					
* Porch columns out of alignment. (N.P.S. responsibility.)					
Flagstone at front porch of store not set.					
Unappealing paint surface in interior of store and service station.					
Display fixtures in store loose and broken.					
Life safety requirements (refer to Exhibit "A")					
Dormitories and Employee Recreation Facilities					

- * Overcrowding.
- * Insufficient bathrooms for numbers of employees and lack of ventilation.
- * Lack of space for personal belongings.
- * Access to some bathrooms is through sleeping rooms.
- Porches and handrails broken or unstable, screens torn.
- Weatherproof walls, windows and doors.
- Lack of carpets (hallways and rooms) and drapes (rooms) and damaged or unfinished furniture.
- Unusable recreation room equipment.
- Life safety requirements (refer to Exhibit "A")

NONDISCRIMINATION

SECTION I

Requirement Relating to Employment
and
Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Concessioner's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees,

sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment, and the rights of applicants and employees.

PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO

pursuant to

CONCESSION CONTRACT NO. CX 1430-1-0002

Building Number	Description	Annual Fee
722	Guest cabin	\$ 15.00
723	Guest cabin	15.00
724	Guest cabin	15.00
725	Guest cabin	15.00
726	Guest cabin	15.00
727	Guest cabin	15.00
728	Guest cabin	15.00
729	Guest cabin	10.00
730	Linen storage and hot water system	7.50
731	Guest cabin	15.00
732	Guest cabin	10.00
733	Guest cabin	15.00
734	Guest cabin	15.00
735	Employee dorm - Garden Court	63.00
737	Employee dorm - Cobb	200.00
738	Employee dorm - Snyder	25.00
739	Paint storage	5.00
740	Lake McDonald Lodge and Dining Room	800.00
741	Auditorium and recreation hall	70.00
742	Dispensary, barber, laundry and dorm	20.00
743	Employee dorm - Hydro	38.00
744	Employee dorm - Johnson	25.00
746	Caretaker's residence	10.00
749	Carpenter shop and lumber shed	15.00
1142	Coffee Shop	1,000.00
1245	Garbage/trash shed	8.50
1038	Village Inn Motel	1,460.00
1039	Motel office	333.00
		<u>\$4,250.00</u>

Total amount due pursuant to
subsection _____

Approved, effective _____,
BY: _____

UNITED STATES OF AMERICA

BY _____

TITLE _____

Regional Director, Rocky Mountain Region

DATE: _____

EXHIBIT "E"

Pursuant to Subsection 6 (a) (1)

A. Lake McDonald

1. Motel unit - 30-room visitor lodging unit.
2. Guest cabin - 6-room visitor lodging unit.
3. Garage - 1-room caretaker garage.
4. General store - 3-room-unit used as a general store, post office and storage.
5. Service station - 2-room gas station with a two-pump operation.
6. Dormitories - three 6-room and two 4-room employee residences (concessioner-owned).

B. Rising Sun

1. Registration office and coffee shop - registration desk for visitor lodging, gift shop and 114-seat coffee shop.
2. General store and lodging unit - 2-room general store with attached 9-room visitor motel lodging unit and 6-room employee residence.
3. Motel units - two 14-room visitor lodging units.
4. Employee dormitories - 2-room and a 10-room employee residences.
5. Guest cabins - Nineteen 2-room visitor lodging units.
6. Service station - 2-room gas station with a 2-pump operation.

C. Swiftcurrent

1. Registration, coffee shop, general store and gift shop - 6-room unit with a motel registration desk and lobby, 107-seat coffee shop, kitchen, employee dining room, gift shop and general store.
2. Motel units - three 14-room motel units and an 18-room motel unit for visitor lodging.
3. Guest cabins - Twenty-six 1-room units for visitor lodging.
4. Employee cabins - Eighteen 1-room units for employee residence.
5. Two-room employee bathhouse.

6. Three-room public bathroom and shower, laundry and linen storage.
7. One-room trash/garage unit.

D. Two Medicine

1. Sixteen-seat snack bar, gift shop, curio and general store and employee dormitory space.

E. Many Glacier

1. Hotel complex - 233-room hotel with 250-seat dining room, 80-seat snack bar, beauty/barber shop, first-aid dispensary, cocktail lounge and gift shop.
2. Dormitories - 18-room employee residence and another employee residence with one section containing 16 rooms and the other section containing 30 rooms.
3. Caretaker's cabins - two caretaker's cabins for the concessioner's year-round caretaker.
4. Fire shed - 1-room shed for storage of fire suppression equipment.
5. Service station - 1-room gas station with a 2-pump operation.

Supplemental Transportation Agreement

In performing its obligations and exercising its rights under Section 2(c) of Concession Contract No. CX 1430-1-0002, signed by the Concessioner on October 22, 1980, the Concessioner and the Secretary agree to the following transportation service arrangements during the period January 1, 1981, through December 31, 1985:

Subject to the approval by the National Park Service of the rate charged therefore, all non-concessioner buses and other passenger carrying vehicles will be permitted through trip lease arrangement with Glacier Park, Inc. to traverse park roads (1) from the West entrance to Lake McDonald Lodge Complex, and (2) from the East entrance to the Rising Sun Motor Inn Complex. Non-concessioner buses may avail themselves of this trip lease arrangement without the offloading of passengers.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Denver, Colorado, this 2nd day of February, 1981.

UNITED STATES OF AMERICA

BY Lorraine Wintermyer
Regional Director, Rocky Mountain
Region

ATTEST:

GLACIER PARK, INC.

BY [Signature]

BY [Signature]

TITLE Secretary

TITLE President

DATE January 24, 1981