AMENDMENT NO. 1
CONCESSIONS CONTRACT NO. CC 300060002
GUEST SERVICES, INC.

THIS AMENDMENT, made and entered into between the United States of America, acting through the Director of the National Park Service on behalf of the Secretary of the Interior, hereinafter referred to as the "National Park Service", and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, National Park Service areas are administered 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 National Park Service and the Concessioner entered into Concessions Contract No. CC 300060002 so as to provide, maintain, and operate facilities and services for the public visiting the area, and which requires that franchise fees shall be reconsidered at the end of each 5-year period; and

WHEREAS, one of the facilities authorized by the National Park Service under Concession Contract No. CC 300060002 is in the area identified as the Sculpture Garden; and

WHEREAS, the National Park Service has agreed to transfer administrative jurisdiction over the area assigned to the Concessioner (including other National Park Service lands associated with the National Sculpture Garden), to the National Gallery of Art for the creation of a garden in which to display sculpture as recommended in the 1976 Mall Master Plan; and

WHEREAS, the transfer of jurisdiction requires that those lands assigned to the Concessioner for their use in serving the public be withdrawn pursuant to the authority of the Secretary under Concession Contract Number CC 300060002, and

WHEREAS, the Concessioner is entitled to compensation for its possessory interest in improvements it has made to the Government-owned facilities it has provided at the National Sculpture Garden; and

WHEREAS, the National Park Service will reimburse the Concessioner for its possessory interest as herein described, of which $245,696 will be provided by the National Gallery of Art to the National Park Service, and

WHEREAS, in consideration of the Concessioner's agreement to accept the form of compensation offered by the National Park Service, the National Park Service has determined that an increase in the franchise fee is not warranted for the period of January 1, 1991, through December 31, 1995:

NOW THEREFORE, the parties hereto covenant and agree that Concession Contract Number CC 300060002 is hereby amended as follows:

1. Exhibit A to Concession Contract Number CC 300060002 is amended by deleting Building Number 52, Sculpture Garden Ice Rink, and Building Number 54A, Sculpture Garden (Underground), effective on the date of the execution of this amendment.

2. Exhibit E to Concession Contract Number CC 300060002 is amended by deleting Building Number 52, Sculpture Garden Ice Rink, and Building Number 54A, Sculpture Garden support building (3), effective on the date of execution of this amendment.

3. Section 9, Franchise Fee, is hereby amended by adding the following sentence at the end of subsection (a)(2) as follows:

"Once possessory interest is completely extinguished as defined within Section 12(f), this amount will be equal to seven percent (7%) of the Concessioner's gross receipts, as herein defined, unless otherwise changed as a result of the franchise fee reconsideration provisions in Section 9(e) hereof."

4. Section 12, Compensation, is hereby amended by adding a new subsection (f) as follows:

(f) Sculpture Garden Facilities and Equipment. Notwithstanding any provision of this contract to the contrary, the agreed upon compensatory amount for improvements and equipment identified on Exhibit F hereto at the Sculpture Garden as of January 1, 1992, shall be $2,486,775, subject to verification by the National Park Service, of which $245,696 is to be paid immediately to the Concessioner. The remaining value of $2,241,079 shall decrease by an amount equal to two percent (2%) of gross receipts on December 31, 1992, and by amounts equal to four percent (4%) of gross receipts each year on December 31, 1993, December 31, 1994, and December 31, 1995. A final accounting will be conducted at the end of 1995 to determine the amount of possessory interest extinguished. The Concessioner will remit any overpayment to the National Park Service at this time. If at the end of 1995 any possessory interest remains, the National Park Service will exercise its option to either pay the Concessioner this agreed upon balance or continue to allow it to decrease by amounts equal to four percent (4%) of gross receipts until the full $2,241,079 has been totally extinguished, at which time the Concessioner agrees that this constitutes full and just

compensation to the Concessioner for its interest in the Sculpture Garden improvements and the equipment identified on Exhibit F hereto. In the event of contract termination or expiration prior total extinguishment of the possessory interest, the Concessioner's right to compensation for such possessory interest, including equipment, shall be the amount not yet decreased.

IN WITNESS HEREOF, the parties hereto have hereunder subscribed their name and affixed their seals.

Dated at Washington, D.C., this 20 day of December, 1993.

UNITED STATES OF AMERICA

By: Acting Director, National Park Service

ATTEST:

By: A Woundan

Title: Secretary

GUEST SERVICES, INC.

By: [illegible]

Title: C.E.O.

Date: 14 Dec 93.

AMENDMENT No. 10

CONCESSION CONTRACT CC-NACC003-86 (CC300060002)
Guest Services, Inc.
National Capital Region

This Amendment No. 10 is entered into by and between the United States of America, acting by the Secretary of the Interior through the Regional Director, National Capital Region, National Park Service ("Secretary"), and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia ("Concessioner"), and is effective as of the last date of its execution set forth below.

Witnesseth:

A. The Secretary and the Concessioner entered into National Park Service Concession Contract CC- NACC003-86 (formerly known as CC300060002) (as amended and extended, the "Contract"), whereby the Concessioner is authorized to provide services to visitors in various National Parks located in the National Capital Region.

B. Pursuant to the Section 9 of the Contract, the Concessioner is required to pay the Secretary for the privileges granted under the Contract a franchise fee based on a percentage of its annual gross receipts.

C. The franchise fee provision has been amended several times (Amendment No. 1 dated December 20, 1993; Amendment No. 3 dated May 19, 1998; Amendment No. 4 dated July 1, 1998; Amendment No. 5 dated June 23, 2003; Amendment No. 6 dated April7, 2005; and Amendment No. 7 dated April 7, 2005).

D. The Secretary and Concessioner have agreed to settle a difference between the parties in the interpretation of the Contract's franchise fee calculation by adding the sum of $180,098 One Hundred Eighty Thousand Ninety-Eight Dollars ($180,098) to the 2014 franchise fee.

E. The Concessioner has agreed to pay the settlement amount to the Secretary on or before January 15, 2014 in full settlement of any disputed franchise fees prior to the adoption of the new franchise fee table in this Amendment.

F. Through this Amendment No. 10, the Concessioner and the Secretary agree to a restatement of portions of Section 9 of the Contract to clarify the amount of the franchise fee going forward, subject to the terms and conditions set forth below.

Now, therefore, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Concessioner and the Secretary hereby agree as follows:

1. The Concessioner shall pay to the Secretary of the sum of One Hundred Eighty Thousand Ninety-Eight Dollars ($180,098), by January 15, 2014 in full satisfaction of any underpayment of franchise fees through September 30, 2013.

2. Section 9.(a)(2) of the Contract is amended by deleting it in its entirety and replacing it with the following:

   In addition to the foregoing, effective October 1, 2013, for 2013 and each successive year or portion thereof, an amount equal to one and one half percent (1.5%) of the Tier 1 gross receipts; plus twenty percent (20%) of the Tier 2 gross receipts; plus thirty percent (30%) of the Tier 3 gross receipts; with each Tier as that term is set forth below:

   (i) Tier 1 shall consist of Concessioner's gross receipts up to the Tier 2 Threshold Amount, which for 2013 shall be Eighteen Million One Hundred Forty Thousand Six Hundred Forty-Five Dollars ($18, 140,645);
   (ii) Tier 2 shall consist of Concessioner's gross receipts from the Tier 2 Threshold Amount up to the Tier 3 Threshold Amount, which for 2013 shall be Twenty-One Million Three Hundred Fifty Thousand Fifty-Eight Dollars ($21,350,058); and
   (iii) Tier 3 shall consist of Concessioner's gross receipts from and over the Tier 3 Threshold Amount.

   The Tier 2 Threshold Amount and the Tier 3 Threshold Amount shall each increase by three percent per year beginning January 1, 2014, as set forth in the table below:

		Gross Receipts Tier 1 **$0 to Tier 2 Threshold Amount**		**Gross Receipts Tier 2** **Tier 2 Threshold Amount to Tier 3 Threshold Amount**		**Gross Receipts Tier 3** **Tier 3 Threshold Amount and Over**
2013		$0 to $18,140,645		$18,140,645 to $21,350,058		$21,350,058 and over
2014		$0 to $18,684,865		$18,684,865 to $21,990,560		$21,990,560 and over
2015		$0 to $19,245,411		$19,245,411 to $22,650,277		$22,650,277 and over

   Notwithstanding the foregoing, the Concessioner shall not pay less than three percent (3%) or more than nine percent (9%) of its gross receipts in any calendar year. There shall be no further franchise fee reconsideration through the term of this Contract except by mutual written agreement of the parties.

3. Section 9.(d)(1) of the Contract is amended by adding the following sentence to the end thereof:

   Notwithstanding the foregoing, gross receipts shall not include any amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit pursuant to the rights granted in this Contract associated with the Concessioner's operation of the Boathouse at Fletchers Cove in Chesapeake and Ohio Canal National Historical Park.

4. This Amendment No. 10 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, with respect to the payment of franchise fees by the Concessioner through September 30, 2013. No modification of this Amendment No. 10 shall be binding unless in writing and signed by the party to be bound. Except as expressly set forth herein, the Contract remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be executed by their duly authorized officers or representatives as set forth below.

AGREED:

GUEST SERVICES, INC.

By: _____ Date: 1/15/14
Name: Jeffrey Marquis
Title: President/COO

Attest: _____ Date: Jan 15, 2014
Print Name: Douglas Verner
Title: Secretary

UNITED STATES OF AMERICA
NATIONAL PARK SERVICE

By: _____ Date: 1.15.14
Name: Stephen E. Whitesell
Title: Regional Director, National Capital Region

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

NOV 0 4 2015

IN REPLY REFER TO:

(2410)

To: Regional Director, National Capital Region

From: Chief Financial Officer

Subject: Amendments to Concession Contract No. CC-NACC003-86, Guest Services, Inc., at James Creek Marina, Pershing Park, Thompson's Boat Center, and Fletcher's Cove Boathouse

We received your August 7, 2015, request to approve three amendments to concession contract CC-NACC003-86 to remove concession responsibilities and assigned facilities at Pershing Park, Thompson's Boat Center, and the Boathouse at Fletcher's Cove, and to add operations at James Creek Marina. For the reasons set forth in your request, we approve the amendments as revised and delegate authority to execute them to you. Please provide copies of the executed amendments to the WASO Commercial Services Program.

If you have any questions, please contact Brian Borda, Chief, Commercial Services Program, at 202-513-7156, or Debra Hecox, Branch Chief for Planning and Development, at 303-987-6910.

Attachments

AMENDMENT No. 11
CONCESSION CONTRACT NO. CC-NACC003-86
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSION CONTRACT NO. CC-NACC003-86, as previously amended, hereinafter referred to as the "Contract," is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District ·of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

THAT WHEREAS, National Capital Parks-East, National Mall and Memorial Parks, Rock Creek Park, George Washington Memorial Parkway, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are administered by the Secretary to conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the public enjoyment of the same in such a manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into the Contract on March 19, 1986, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, Concession Contract No.TC-NACE006-07 for the operation known as James Creek Marina in National Capital Parks-East expired December 31, 2009, and

WHEREAS, the Secretary has determined the services authorized under that former temporary contract to be provided to the visiting public are necessary and appropriate and continuation of visitor services at the James Creek Marina is in the public interest; and

WHEREAS, pursuant to Sec. 2(c) of the Contract, the Concessioner was granted a right of first refusal to provide additional services of the type and in the areas as delineated on Exhibit "C", which includes marina services, and the addition of the operation of the James Creek Marina appropriate under the Contract; and
WHEREAS, the Concessioner has expressed willingness to provide public services and facilities at the James Creek Marina, specifically boat slip rental, vehicle parking, fuel sales, and incidental retail services, and has demonstrated its qualifications to operate the James Creek Marina to the satisfaction of the Secretary; and

WHEREAS, it is the intention of the Secretary to issue a concession prospectus for the James Creek Marina prior to or upon expiration of the Contract and amend the Contract to remove the James Creek Marina services upon execution of the new contract with the successful offeror to the prospectus, and

WHEREAS, there will be no right of preference in renewal for this particular operation,

NOW THEREFORE, the parties covenant and agree that the Contract is amended as follows:

1. Section 2(a) of the Contract is amended by adding the following at the end thereof:

   James Creek Marina
   (1) Required Visitor Services
   The Concessioner is required to provide the following visitor services during the term of this CONTRACT:

   (a) Marine vessel wet storage
   (b) Vehicle parking lot
   (c) Fuel sales
   (d) Incidental retail sales of marine related merchandise.
   (e) Vending

   (2) Authorized Visitor Services
   The Concessioner is authorized but not required to provide the following visitor services during the term of this CONTRACT: Dry storage for trailered vessels using the asphalt parking lot.

2. Exhibit "A" to the Contract is amended by adding the government-owned structures listed below as follows:

   James Creek Marina:

FMSS #	Asset
108935	James Creek Marina Storage Shed 1
108938	James Creek Marina Storage Shed 2
110290	James Creek Marina / Water Fronts
110300	James Creek Marina
18276	James Creek Comfort Station MA-BC
21397	Gasoline Fuel System UST-10,000 Gal. James Creek MA
21398	UST Diesel Fuel System 10,000 Gal. James Creek MA
52231	James Creek Marina Parking 924 AN
84596	James Creek Marina Office/Storage MA

   The Concessioner shall neither receive nor incur any possessory interest in these assets.

3. The Concessioner agrees to operate the concession at James Creek in accordance with the attached Operating Plan, which is hereby incorporated as Exhibit A, and Maintenance Plan, which is hereby incorporated as Exhibit B to this amendment.

4. The Concessioner agrees to provide the personal property necessary for the operation of the marina.

5. The Concessioner agrees to provide the minimum insurance coverage specified in Exhibit C to this Amendment No. 11.

6. Except as expressly set forth herein, the Contract remains unchanged and in full force and effect.

7. Effective as of the starting date of Concession Contract CC-NACE006, Contract CC-NACC003-86 shall be amended without further action by removing the James Creek Marina and government-owned structures assigned in Paragraph 2 above.

8. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment effective upon the date of the last signature affixed hereto.

GUEST SERVICES, INC.

By: _____
Gerry Gabrys
Chief Executive Officer

Date: 11-18-15

UNITED STATES OF AMERICA

By: _____
Robert A. Vogel
Regional Director, National Capital Region

Date: 11-30-15

ATTEST: Sally A. Ellis

Title: Assistant Secretary

Date: 11-18-15

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

NOV 0 4 2015

IN REPLY REFER TO:

(2410)

To: Regional Director, National Capital Region

From: Chief Financial Officer

Subject: Amendments to Concession Contract No. CC-NACC003-86, Guest Services, Inc., at James Creek Marina, Pershing Park, Thompson's Boat Center, and Fletcher's Cove Boathouse

We received your August 7, 2015, request to approve three amendments to concession contract CC-NACC003-86 to remove concession responsibilities and assigned facilities at Pershing Park, Thompson's Boat Center, and the Boathouse at Fletcher's Cove, and to add operations at James Creek Marina. For the reasons set forth in your request, we approve the amendments as revised and delegate authority to execute them to you. Please provide copies of the executed amendments to the WASO Commercial Services Program.

If you have any questions, please contact Brian Borda, Chief, Commercial Services Program, at 202-513-7156, or Debra Hecox, Branch Chief for Planning and Development, at 303-987-6910.

Attachments

AMENDMENT No. 12
CONCESSION CONTRACT CC-NACC003-86
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSION CONTRACT CC-NACC003-86, as previously amended, hereinafter referred to as the "Contract," is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

WITNESSETH:

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, President's Park, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are 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 a manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into the Contract March 19, 1986, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, the Pershing Park ice rink and food kiosk were assigned to Guest Services, Inc. under the Contract; and

WHEREAS, Public Law 113-291 §3091(b) designates Pershing Park as the World War I Memorial, a new unit of the National Park System, and the National Park Service plans significant improvements to it; and

NOW, THEREFORE, the parties covenant and agree that Concession Contract CC-NACC003-86 is amended as follows:

1. Exhibit "A" to Concession Contract CC-NACC003-86 is amended by removing government-owned structures as follows:

Pershing Park Ice Arena	Location 88488
Pershing Park Ice Arena Food Service Kiosk	Location 14274

Accordingly, Guest Services, Inc. shall no longer be required to provide visitor services in connection with those structures.

2. Guest Services, Inc. will retain its contractual right to new or additional services within Pershing Park if concession services are restored and continued prior to the end of the term of CC-NACC003-86.

3. Notwithstanding the removal of the above-listed assets from assignment to Guest Services, Inc., Possessory Interest held by Guest Services, Inc. for those assets at Pershing Park, if any, will be included for consideration during Possessory Interest negotiations under Concession Contract CC-NACC003-86 and any payment for such Possessory Interest shall be due and payable at the same

time as the other Possessory Interest under the Contract.

Except as modified as set forth above, the Contract remains in full force and effect. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment effective upon the date of the last signature affixed hereto.

GUEST SERVICES, INC.

By: _____
Gerry Gabrys
Chief Executive Officer

Date: 11-18-15

ATTEST: Sally A. Ellis

Title: Assistant Secretary

Date: 11-18-15

UNITED STATES OF AMERICA

By: _____
Robert A. Vogel
Regional Director, National Capital Region

Date: 11-30-15

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

NOV 0 4 2015

IN REPLY REFER TO:

(2410)

To: Regional Director, National Capital Region

From: Chief Financial Officer

Subject: Amendments to Concession Contract No. CC-NACC003-86, Guest Services, Inc., at James Creek Marina, Pershing Park, Thompson's Boat Center, and Fletcher's Cove Boathouse

We received your August 7, 2015, request to approve three amendments to concession contract CC-NACC003-86 to remove concession responsibilities and assigned facilities at Pershing Park, Thompson's Boat Center, and the Boathouse at Fletcher's Cove, and to add operations at James Creek Marina. For the reasons set forth in your request, we approve the amendments as revised and delegate authority to execute them to you. Please provide copies of the executed amendments to the WASO Commercial Services Program.

If you have any questions, please contact Brian Borda, Chief, Commercial Services Program, at 202-513-7156, or Debra Hecox, Branch Chief for Planning and Development, at 303-987-6910.

Attachments

AMENDMENT No. 13
CONCESSION CONTRACT CC-NACC003-86
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSION CONTRACT CC-NACC003-86, as amended heretofore, hereinafter referred to as the "Contract," is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

WITNESSETH:

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, President's Park, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are 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 a manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into Concession Contract CC-NACC003-86, executed March 19, 1986, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, Thompson Boat Center was assigned to Guest Services, Inc. under the Contract, and The Boathouse at Fletchers Cove was later assigned under Contract Amendment 7; and

WHEREAS, the National Park Service plans to release a prospectus for several Georgetown Waterfront boathouses (CC-ROCR005-16), including The Boathouse at Fletchers Cove and the Thompson Boat Center; and

WHEREAS, to make the new prospectus possible, the National Park Service and Guest Services, Inc. have agreed to remove The Boathouse at Fletchers Cove and Thompson Boat Center from the Contract effective as of the later of the starting date of CC-ROCR005-16, or January 1, 2016;

NOW, THEREFORE, the parties covenant and agree that Concession Contract CC-NACC003-86 is amended as follows:

1. Effective as of the later of the starting date of CC-ROCR005-16, or January 1, 2016, Exhibit "A" to the Contract is amended by removing government-owned structures as follows:

A. The Boathouse at Fletchers Cove

85468 Fletchers Office and Snack Bar
85469 Fletchers Storage Building
85466 Fletchers Boat Dock

B. H. > T. Thompson Boat Center

26141 Thompson Boat Center
227240 Thompson Boat Center Marina

Guest Services, Inc. further agrees that such removal shall not constitute a termination of the Contract pursuant to Section 11 thereof.

2. Notwithstanding the removal of the above-listed assets from assignment to Guest Services, Inc., Possessory Interest held by Guest Services, Inc. for those assets at The Boathouse at Fletchers Cove and H.T. Thompson Boat Center, if any, will be included for consideration during Possessory Interest negotiations under the Contract and any payment for such Possessory Interest shall be due and payable at the same time as the other Possessory Interest under the Contract.

Except as expressly modified herein, the Contract remains unchanged and in full force and effect. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment effective upon the date of the last signature affixed hereto.

GUEST SERVICES, INC.

By: _____
Gerry Gabrys
Chief Executive Officer

Date: 11-18-15

ATTEST: Sally A. Ellis
Title: Assistant Secretary
Date: 11-18-15

UNITED STATES OF AMERICA

By: _____
Robert A. Vogel
Regional Director, National Capital Region

Date: 11-30-15

AMENDMENT NO. 2
CONCESSIONS CONTRACT NO. CC 300060002
GUEST SERVICES, INC.

THIS AMENDMENT, made and entered into between the United States of America, acting through the Field Director, National Capital Area, of the National Park Service on behalf of the Secretary of the Interior, hereinafter referred to as the "National Park Service", and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, the National Park Service areas are administered to conserve the scenery and the natural and historic objects and the wildlife therein, and to improve for the public enjoyment of the same in such manner as will leave such areas unimpaired for the enjoyment of future generations; and

WHEREAS, the National Park Service and the Concessioner entered into Concessions Contract No. CC 300060002 so as to provide, maintain, and operate facilities and services for the public visiting the area; and

WHEREAS, one of the facilities authorized by the National Park Service under Concessions Contract No. CC 300060002 is identified as the Fort Dupont Ice Skating Rink which is located within National Capital Parks-East; and

WHEREAS, the National Park Service has agreed to enter into an Agreement with the Friends of Fort Dupont, a non-profit community based organization, for the continued operation of the Fort Dupont Ice Skating Rink; and

WHEREAS, at the request of the National Park Service, the Concessioner agreed and cooperated fully in the structuring of the Agreement; and

WHEREAS, the Concessioner is not due any possessory interest compensation from the Government-owned Fort Dupont Ice Skating Rink facility:

NOW THEREFORE, the parties hereto covenant and agree that Concession Contract No. CC 300060002 is hereby amended as follows:

1. Exhibit A to Concession Contract No. CC 300060002 is amended by deleting the Fort Dupont Ice Skating Rink effective on the date of the execution of this amendment.

2. Exhibit E to Concession Contract No. CC 300060002 is amended by deleting the Fort Dupont Ice Skating Rink effective on the date of the execution of this amendment.

IN WITNESS HEREOF, the parties hereto have hereunder subscribed their name and affixed their seals.

UNITED STATES OF AMERICA

By: Robert Stanton
Field Director, National Capital Area

ATTEST:

By: [illegible]
Title: Secretary

GUEST SERVICES, INC.

By: [illegible]
Title: President / CEO
Date: 9/5/96

NACC003

AMENDMENT NO. 3
CONCESSIONS CONTRACT NO. CC 300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC 300060002, is made and entered into between the United States of America, acting through the Regional Director, National Capital Region, of the National Park Service on behalf of the Secretary of the Interior, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

WITNESSETH:

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, President's Park, and C&O Canal National Historical Park are within the National Capital Region, herein referred to as the "Area," are 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 Secretary and the Concessioner entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area, and which requires that franchise fees shall be reconsidered at the end of each 5-year period: and

WHEREAS, this franchise fee reconsideration occurred on a timely basis pursuant to the contract; and

WHEREAS, the Secretary determined at that time, pursuant to the contract and in accordance with subsection 3(c) of the Act of October 9, 1965, that the probable value to the Concessioner of the privileges granted by Concession Contract No. CC 300060002 warranted a change in the franchise fee as contained in subsection 9(a)(2) of the contract; and

WHEREAS, on January 6, 1997, the parties agreed in writing to this new franchise fee and since that time have complied with the new franchise fee structure; and

WHEREAS, Concession Contract No. CC 300060002 grants the Concessioner a right of first refusal to provide additional services of the same character as required and authorized hereunder as the Secretary may designate as necessary or desirable for accommodation and convenience of the public in the locations listed on Exhibit "C" except for additional services in connection with lands which expand existing boundaries, acquired after the execution of the contract; and

WHEREAS, over the term of the contract, the Concessioner has agreed to provide additional services at the Glen Echo Park snack bar, the Peirce Mill tennis courts, and the Anacostia Pavilion snack bar located within the Area; and

WHEREAS, exhibits to Concession Contract No. 300060002 list the facilities used by the Concessioner pursuant to the contract; and

WHEREAS, the Secretary considered the current building use fee to determine whether it continued to reflect the fair annual value of these park buildings, including the additional facilities used by the Concessioner, and taking into account maintenance and capital improvement obligations, and volume of revenues generated, finds no change in the total building use fee is warranted; and

WHEREAS, Concession Contract No. CC 300060002 allows the Concessioner to construct or install upon the assigned lands such buildings, structures, or other improvements as are necessary for the operations required hereunder, and at some locations the Concessioner has done so:

NOW THEREFORE, the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Amend Section 9, Franchise Fees, by replacing subsection (a)(2) in its entirety with the following:

(a)(2) In addition to the foregoing, for 1996, an amount equal to three percent (3%) of gross receipts, as herein defined, plus $366,941.46, which represents the extinguishment of the remaining balance of the possessory interest associated with the transfer of the Sculpture Garden facility; and effective January 1, 1997, for 1997 and each successive year or portion thereof as delineated on Exhibit "F" as attached, an amount equal to one and one-half percent (1-1/2%) of the first $11 million of the Concessioner's gross receipts, plus twenty percent (20%) of the next $2 million of gross receipts, plus thirty percent (30%) of the Concessioner's gross receipts greater than $13 million, except that the Concessioner shall not pay less than three percent (3%) or more than nine percent (9%) of the gross receipts in any given year. For the purposes of this calculation, the above gross receipt threshold figures of $11 million and $13 million shall increase by three percent (3%) per annum beginning in 1998.

2. Amend Exhibit "A" to Concession Contract No. CC 300060002 by adding the following government-owned structures which have been assigned at no additional annual fee to the Concessioner:

a. Peirce Mill tennis courts as item 4 under Rock Creek Park;
b. Glen Echo Park snack bar as item 2 under George Washington Memorial Parkway;
c. Anacostia Pavilion as item 2 under National Capital Parks-East;
d. President's Park snack bar located on the Ellipse, and
e. President's Park retail area located on the Ellipse, as items under a new category: President's Park.

3. Amend Exhibit "D" to Concession Contract No. CC 300060002 by adding the following Concessioner improvements under National Capital Parks-Central:

a. Retail Kiosk Unit at the Lincoln Memorial;
b. Food Unit at the Lincoln Memorial;
c. Retail Kiosk Unit at the Jefferson Memorial;
d. Food/Retail Unit at the Air and Space Museum;
e. Food Kiosk Unit at the Tidal Basin;
f. Paddle Boat Dock and Kiosk at the Tidal Basin;
g. East Potomac Park tennis bubble (indoor tennis courts), and
h. East Potomac Park tennis administrative/locker room facility.

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

Dated at Washington, D.C., this 19th day of May, 1998.

GUEST SERVICES, INC.

By: [signature]

Title: President / COO

UNITED STATES OF AMERICA

ACTING [signature]
Regional Director, National Capital Region

ATTEST:

By: Sally A. Ellis

Title: Asst. Secretary

Date: May 19, 1998

NACC003

AMENDMENT NO. 4
CONCESSIONS CONTRACT NO. CC 300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC 300060002, is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

W I T N E S S E T H :

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, President's Park, and C&O Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," are 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 a manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, the Concessioner is authorized to provide marina services and facilities at Columbia Island and Washington Sailing Marinas within George Washington Memorial Parkway; and

WHEREAS, the channels allowing water access and egress routes for both Columbia Island and Washington Sailing Marinas are impaired due to a build-up of silt and sediment thereby impeding safe passage; and

WHEREAS, Section 9(e) of the Contract allows for reconsideration of the Concessioner's franchise fees within sixty (60) days after the end of each 5-year period or as otherwise specified, at the instance of either party; and

WHEREAS, Amendment No. 3 of the Contract contains the current franchise fee, as reconsidered by the Secretary and the Concessioner at the end of the most recent five year period; and

WHEREAS, by law and the Contract, the franchise fee is computed to factor in a reasonable opportunity for a Concessioner profit in relation to both gross receipts and capital invested, with the consideration of revenue coming to the United States subordinate to the objectives of protecting and preserving the areas, and providing adequate and appropriate services for visitors at reasonable rates; and

WHEREAS, the dredging and related work is required to protect and preserve the channels allowing access and egress to the marinas, in order to provide adequate and appropriate services for visitors; and

WHEREAS, the Secretary and the Concessioner agree that the dredging and related work should be performed as soon as possible and;

WHEREAS, the Concessioner is willing and capable of expeditiously funding this needed work which will cost an estimated $4.6 million:

NOW THEREFORE, as provided in the Contract, the Secretary and the Concessioner have reconsidered the franchise fees provided for in Amendment No. 3, in order that the funds for the dredging and related work be provided by the Concessioner, and the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Section 9, Franchise Fees, is hereby amended by adding the sentences below at the end of subsection (a)(2) as follows:

"Effective June 1, 1998, the Concessioner shall be credited for payment of the franchise fees as established in Amendment No. 3 to Concessions contract No. CC 300060002, and continuing until the amount of an estimated $4.6 million has been reached. This arrangement is in consideration for the funding by the Concessioner to the National Park service for the purposes of the dredging of the channels at Columbia Island and Washington Sailing Marinas as herein described. This arrangement is contingent upon the Concessioner providing, as directed by the National Park Service, the estimated $4.6 million."

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

Dated at Washington, D.C., this 1st day of July, 1998.

GUEST SERVICES, INC.

By: [signature]

Title: President/COO

UNITED STATES OF AMERICA

[signature]

ACTING Regional Director,
National Capital Region

ATTEST:
By: [signature]

Title: Secretary
Date: July 1, 1998

Original 6/23/03
NACC003

AMENDMENT No. 5
CONCESSIONS CONTRACT NO. CC300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC300060002, is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc. a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

WITNESSETH:

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are 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 a manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, the Concessioner operated the Rock Creek Horse Center in Rock Creek Park under contract from January 1, 1998 until September 30, 1998, and under Temporary Concession Contract No. CC-ROCR001-99 from October 1, 1999 until October 31, 2002, and has demonstrated its qualifications to operate the Rock Creek Horse Center to the satisfaction of the Secretary; and

WHEREAS, Temporary Concession Contract No. CC-ROCR001-99 has expired, and the Secretary has determined that continuation of the services that the Concessioner provided to the visiting public under the aforementioned Temporary Concession Contract is necessary and appropriate; and

WHEREAS, the Concessioner has expressed willingness to provide public services and facilities at the Rock Creek Horse Center, specifically horse rental for guided trail rides, horse boarding facilities, horseback riding instruction, summer camp, tack shop merchandising, and other incidental services related to the operation of the Rock Cree Horse Center; and

WHEREAS, there will be no right of preference in renewal for this particular operation,

NOW THEREFORE, the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Exhibit "A" to Concession Contract No. CC 300060002 is amended by assigning government-owned structures as follows:

The Rock Creek Horse Center as item 5 under the heading Rock Creek Park. The Building Numbers associated with the Rock Creek Horse Center are ROCR 001 428 NCSO, ROCR 001 389 NCSO, ROCR 001 378 NCSO, and ROCR 001 344 321 NCSO, and the associated annual fee is zero.

2. Exhibit "D" to Concession Contract No. CC 300060002 is amended by adding language to the list of Concessioner's improvements as follows:

Manure shed roof, indoor ring renovations, outdoor lighting, drainage installations, roofing replacement over exterior stalls.

3. Section 9 of the Concession Contract No. CC300060002 is amended by adding language as follows:

(e) The franchise fee on the total amount received or realized by, or accruing to, the Concessioner from all sales, 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 at the Rock Creek Horse Center, shall be zero.

4. Section 1(a) of the Concession Contract No. CC300060002 is amended by adding language as follows:

In addition to its improvement and building program costing not less than the afore-mentioned $8,000,000, the Concessioner shall make $100,000 worth of capital improvements to the items specified in Exhibit "D" as the manure shed roof, indoor ring renovations, outdoor lighting, drainage installations, roofing replacement over exterior stalls.

If the Concessioner's insurance premiums for Rock Creek Horse Center-related risks ever increase more than 50% above the premiums charged during the concessioner's 2003 insurance year, then the parties hereto shall in good faith negotiate an appropriate adjustment to the terms of this amendment in an attempt to appropriately reflect this increase.

The execution of the Amendment shall be complete upon the date of the last signature affixed hereto. The amendment's effective date, however, is November 1, 2002. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this amendment.

Dated at Washington, D.C. this 23 day of June, 2003

GUEST SERVICES, INC.

By: _____

Title: President + CEO

ATTEST:

By: _____

Title: Secretary

Date: 6/23/03

UNITED STATES OF AMERICA

_____

Regional Director
National Capital Region

Rec'd. NACC003-86

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WASO-Concession Program

AMENDMENT No. 6
CONCESSIONS CONTRACT NO. CC300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC300060002, hereinafter referred to as the "Contract," is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc. a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

WITNESSETH:

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are 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 a manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, the Anacostia Marina in National Capital Parks-East was closed to the public beginning October 1, 2000 to undertake environmental mitigation at the site; and

WHEREAS, the Secretary has undertaken a Human Health Risk Assessment of the site, and has determined that a defined portion of the site may be reopened as long as potential human health risks are addressed by restricting contact with soil in areas where the soil is contaminated; and

WHEREAS, the Secretary has determined that the service authorized under this amendment to be provided to the visiting public under the aforementioned Concession Contract is necessary and appropriate; and

WHEREAS, the Guest Services, Inc. Concession Contract No. CC 300060002 may be amended to authorize the concessioner to provide minor additional visitor services that are a reasonable extension of the existing services under 36 C.F.R. §51.76; and

WHEREAS, Guest Services, Inc. has expressed willingness to provide public services and facilities at the Anacostia Marina, specifically wet and dry boat slip rental; and has demonstrated its qualifications to operate the Anacostia Marina to the satisfaction of the Secretary; and

WHEREAS, it remains the intention of the National Park Service to issue a concession prospectus for Anacostia Marina once environmental mitigation is complete, and at that time will amend the Guest Services, Inc. Concession Contract No. CC 300060002 to nullify this amendment, and

WHEREAS, there will be no right of preference in renewal for this particular operation,

NOW THEREFORE, the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Exhibit "A" to Concession Contract No. CC 300060002 is amended by assigning government–owned structures as follows:

The Anacostia Marina as Item #3 under the heading National Capital Parks-East. There are no Building Numbers associated with the assigned improvements at the Anacostia Marina.

2. Section 9 of the Concession Contract No. CC300060002 is amended by adding language as follows:

(e) The franchise fee on the total amount received or realized by, or accruing to, the Concessioner from all sales, 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 at the Anacostia Marina, shall be zero.

3. Term: This amendment expires upon the execution of a concession contract for Anacostia Marina subsequent to this amendment or the expiration of the Guest Services, Inc. Concession Contract No. CC300060002, whichever may occur first.

The execution of the Amendment shall be complete upon the date of the last signature affixed hereto. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this amendment.

Dated at Washington, D.C. this 7th day of April, 2005.

GUEST SERVICES, INC.

By: Maria T. Mulgrew

Title: President/CEO

UNITED STATES OF AMERICA

Joseph M. Lawler

Regional Director
National Capital Region

ATTEST:

By: Sally A. Ellis

Title: Assistant Secretary

Date: April 7, 2005

NACC003-86

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WASO-Concession Program

AMENDMENT No. 7
CONCESSIONS CONTRACT NO. CC300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC300060002, hereinafter referred to as the "Contract," is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

W I T N E S S E T H:

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are administered by the Secretary to conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the public enjoyment of the same in such a manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, Concession Contract No. CC-CHOH001-89 for the operation known as Fletchers Boat House in the Chesapeake and Ohio Canal National Historical Park expired December 31, 2004, and the incumbent has decided to retire; and

WHEREAS, the Secretary has determined that certain capital improvements and personal property investments are necessary for the successful operation of the Boathouse at Fletchers Cove, as this operation shall henceforth be known, and that those investments are determined financially infeasible under the historic revenue structure; and

WHEREAS, the Secretary has determined that there is financial risk to the Concessioner under this contract amendment and under Amendment No. 6, which also incorporates Anacostia Marina under Concession Contract No. CC 300060002, a franchise fee reconsideration is deemed appropriate; and

WHEREAS, the Secretary has determined the services authorized under this amendment to be provided to the visiting public are necessary and appropriate; and

WHEREAS, Concession Contract No. CC 300060002 may be amended to authorize the concessioner to provide minor additional visitor services that are a reasonable extension of the existing services under 36 C.F.R. §51.76, and a continuation of visitor services at the Boathouse at Fletchers Cove is in the public interest; and

WHEREAS, the Concessioner has expressed willingness to provide public services and facilities at the Boathouse at Fletchers Cove, specifically non-motorized boat rental, bicycle rental, and retail services; and has demonstrated its qualifications to operate the Boathouse at Fletchers Cove to the satisfaction of the Secretary; and

WHEREAS, it is the intention of the Secretary to issue a concession prospectus for the Boathouse at Fletchers Cove upon expiration of Concession Contract No. CC 300060002, and

WHEREAS, there will be no right of preference in renewal for this particular operation,

NOW THEREFORE, the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Exhibit "A" to Concession Contract No. CC 300060002 is amended by assigning government–owned structures as follows:

   The Boathouse at Fletchers Cove as Item #2 under the heading Chesapeake and Ohio Canal National Historical Park. The FMSS Numbers associated with the assigned improvements are:

   Concession Stand: 264831
   Bicycle Shed: 864832

2. Section 9 of the Concession Contract No. CC300060002 is amended by adding language as follows:

(e) The franchise fee on the total amount received or realized by, or accruing to, the Concessioner from all sales, 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 at the Boathouse at Fletchers Cove, shall be zero for the purposes for the franchise fee calculation.

3. Section 9 of the Concession Contract No. CC300060002 is amended by adding language as follows:

(e) The date of the franchise fee reconsideration, presently in a five-year cycle, is advanced one year to be concurrent with this amendment. Notwithstanding any other provisions or covenants herein, there will be no further franchise fee reconsideration through the end of the term of the contract, except by mutual written agreement between the Parties.

4. Concession Contract No. CC 300060002, Exhibit "F" is amended by adding $750,000 to each year's annual sales for the purposes of the determination of franchise fees, commencing January 1, 2005, except that the franchise fee will be no less than 3% of the revenues subject to franchise fees.

5. The Concession Contract No. CC300060002 is amended by incorporating Exhibit "G", assigning to the concessioner government owned personal property used in the operation of The Boathouse at Fletchers Cove, in the amount of $41,628.

6. Section 1(b) of Concession Contract No. CC300060002 is amended by adding language as follows:

In its building and improvement program, the Concessioner shall make capital improvements costing no less than $25,000 -specifically the construction of a ramp and a dock- within 120 days from the execution of this amendment. The Concessioner will accrue possessory interest in this capital investment as otherwise provided under the instant contract.

7. The Concessioner shall make a capital investment in personal property -specifically rental vessels as approved by the Secretary- of no less than $20,000 within 60 days of the execution of this amendment.

The execution of this amendment shall be complete upon the date of the last signature affixed hereto. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this amendment.

Dated at Washington, D.C. this 7th day of April, 2005.

GUEST SERVICES, INC.

By: [signature]

Title: President/CEO

UNITED STATES OF AMERICA

[signature]
Regional Director
National Capital Region

ATTEST:

By: Sally A. Ellis

Title: Assistant Secretary

Date: April 7, 2005

Contract Exhibit F
Fletchers Cove Personal Property

Personal Property	Quantity
Boat oars (wood with horns)	87
Boat oars (metal with horns)	7
Boat oars (no horn)	10
Canal Paddles	141
Seat cushions (3rd passenger)	25
Adult life vests	120
Adult life vests (On dock)	75
Child life vests	92
Anchor rope (Coils)	2
Bike Helmets	26
Freezer -West (Bait)	1
Refrig - Whirl (Bait)	1
Refrig -Kenmore (Bait)	1
Freezer- Amana (Bait)	1
Refrig - GE (Bait)	1
Freezer - GE	1
Freezer - Kenmore (Bait)	1
Cash registers (Sharp)	2
Hot Dog machine (Brand?)	1
Microwave (Kenmore)	1
Coffee machine (Simplex)	1
Ice machine (Brand?)	1
Fire extinguishers	2
Air compressor	1
Bait coolers	3
Wood boats (Canal only)	7
Bikes	31
Canoes (River)	25
Canoes (Need Repair)	5
Canoes (Canal)	21
Boats (River)	9
Boats (Plywood, River)	29
Locks: Canoes, Oarlock,Fence, Building	10
Chain to lock Canoes	165
Lockers	3
Lockbox	1
Large landing nets	3
Cinder blocks/lumber (winter boat storage)	1
Wooden Park Bench	1
Poopcorn Machine (Brand?)	1
Wheelbarrows	2
Shovels	2
Wheelchair	1
13 Qt. Aluminum Pot	1
Pedestal Grinder	1
100' Extension Cord	4
4' ladder	1
Sea King 1.5hp Outboard Motor	1

Evenrude 3hp Outboard Motor	1

Supplies	
Bike parts (Asst.)	1
Bike tubes (Heavy Duty)	8
Bike tires	7
Rowlocks	31
Canoe struts	11
Canoe seats	8
Galvanized nails (20p.)	75 lb.
Coated nails (8p.)	35 lb.
16oz. Sweetheart Cups	3 Box

Retail Inventory
Tackle

AMENDMENT NO. 8
CONCESSION CONTRACT CC-NACC003-86
Guest Services, Inc.
National Capital Region

This Amendment No. 8 to Concession Contract CC-NACC003-86 ("Amendment") is entered into by and between the United States, acting by the Secretary of the Interior through the Director of the National Park Service and the Regional Director of the National Capital Region (collectively, the "Secretary"), and Guest Services, Inc., a corporation organized and existing under the laws of Washington, D.C., and hereinafter referred to as the "Concessioner". (Collectively the Secretary and the Concessioner are the "Parties" and individually each is a "Party").

WITNESSETH

WHEREAS, the Director and the Concessioner entered into Concession Contract CC-NACC003-86, and such Contract has been previously amended (as amended, the "Contract"), whereby the Concessioner is required and authorized to provide certain visitor services within the National Capital Region ("Region"); and

WHEREAS, the Contract provides the Concessioner a possessory interest in certain real property improvements as described in the Contract and further provides for payment to the Concessioner of the applicable value of its possessory interest in specified circumstances; and

WHEREAS, the Director and the Concessioner have agreed to a buy down of the Concessioner's possessory interest in the amount of Three Million Dollars ($3,000,000) (the "Possessory Interest Buy Down Amount") under the terms and conditions set forth in this Amendment No. 8 to the Contract.

NOW, THEREFORE, the parties, in consideration of the mutual promises set forth herein and for other good and sufficient consideration, hereby covenant and agree to and with each other as follows:

1. The Director shall pay to the Concessioner the Possessory Interest Buy Down Amount within thirty (30) days of the effective date of this Amendment No. 8.

2. Notwithstanding any terms and conditions of the Contract to the contrary, as of the effective date of this Amendment No. 8, the possessory interest value due pursuant to the terms of the Contract is reduced by $3,000,000, as such amount shall be adjusted (increased or decreased as the case may be) by the Consumer Price Index (CPI) as defined in 36 CFR Part 51 calculated from the effective date of this Amendment No. 8 to the date of payment for the Concessioner's possessory interest under the terms of the Contract; provided, however, that, should the Concessioner be awarded a new concession contract which replaces the Contract, such amount of money (as adjusted for CPI as of the effective date of such new contract) shall be deducted from

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the otherwise applicable initial leasehold surrender interest value under the terms of the new contract for all purposes of the new contract.

3. The Director and the Concessioner agree and assert that the undertakings reflected in this Amendment No. 8 are unique to the special circumstances presented by this matter and are not intended to, nor should they be construed as, precedent for any other agreement by the National Park Service or the U.S. Department of the Interior on matters of a similar type or subject matter.

4. To the extent that any provisions of this Amendment No. 8 may be considered as in conflict with the terms and conditions of the Contract or other obligations of the parties, the Director and the Concessioner agree that the provisions of this Amendment No. 8 modify or supersede such terms and conditions to the extent necessary for the effectuation of the purposes of this Amendment No. 8.

5. This Amendment No. 8 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, as specifically set forth herein. No modification of this Amendment No. 8 shall be binding unless in writing and signed by the party to be bound.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment No. 8 which shall be effective as of the last date of execution. This Amendment may be executed in counterparts.

CONCESSIONER

Guest Services, Inc.

By: Gerard T. Gabrys

Name: GERARD T. GABRYS
(printed)
Title: PRESIDENT/CEO
(printed)

Date: 11/26/10

ATTEST:

By: Daniel B. Dixon

Name: DANIEL B. DIXON
(printed)
Title:
(printed)

Date: 11/26/10

UNITED STATES OF AMERICA

By: NATIONAL PARK SERVICE

Margaret O'Dell Date: 11/27/10
Margaret O'Dell
Regional Director, National Capital Region

AMENDMENT NO. 9
CONCESSION CONTRACT CC-NACC003-86
Guest Services, Inc.
National Capital Region

This Amendment No. 9 to Concession Contract CC-NACC003-86 ("Amendment") is entered into by and between the United States, acting by the Secretary of the Interior through the Director of the National Park Service and the Regional Director of the National Capital Region (collectively, the "Secretary"), and Guest Services, Inc., a corporation organized and existing under the laws of Washington, D.C., and hereinafter referred to as the "Concessioner." (Collectively the Secretary and the Concessioner are the "Parties" and individually each is a "Party.")

WITNESSETH

WHEREAS, the Parties entered into Concession Contract CC-NACC003-86, and such contract has been previously amended (as amended, the "Contract"), whereby the Concessioner is required and authorized to provide certain visitor services within the National Capital Region, including the provision of food service in Glen Echo Park on the George Washington Memorial Parkway in Montgomery County, Maryland; and

WHEREAS, the Contract is considered a 1965 Act concession contract because the Parties entered into it under the authority of the Pub. L. No. 89-249 (Oct. 9, 1965) prior to November 13, 1998; and

WHEREAS, the Contract provides the Concessioner a possessory interest in certain real property improvements as described in the Contract and further provides for payment to the Concessioner of the applicable value of its possessory interest in specified circumstances; and

WHEREAS, after the Parties entered into the Contract, the Secretary and the government of Montgomery County, Maryland, agreed that the county would be contractually responsible for the food service concession in Glen Echo Park consistent with the June 7, 2002, Cooperative Agreement between the National Park Service and Montgomery County, Maryland, as amended; and

WHEREAS, the Secretary has the legal authority to recognize and settle certain contractual rights under 1965 Act concession contracts if equitable considerations so warrant; and

WHEREAS, the Parties consider the current case to warrant such aforementioned measures, given that Montgomery County, Maryland, will be undertaking the provision of food service in Glen Echo Park; and

WHEREAS, the Parties have agreed to settle completely the Concessioner's possessory interest under the Contract with respect to Glen Echo Park, and any additional Concessioner value under the Contract arising from other property of the Concessioner used or held for use in connection with its Glen Echo operations, (collectively, the "Possessory Interest Buy Out Amount") as set forth in the terms and conditions of this Amendment No. 9 to the Contract;

as relates to Concessioner assets at Glen Echo, only

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth herein and for other good and sufficient consideration, hereby covenant and agree to and with each other as follows:

1. The Secretary shall pay to the Concessioner the Possessory Interest Buy Out Amount within ninety (90) days of the Effective Date of this Amendment No. 9. The Effective Date shall be the date of the last signature affixed to this Amendment No. 9.

2. Notwithstanding any terms and conditions of the Contract to the contrary, as of the Effective Date of this Amendment No. 9, the complete Possessory Interest Buy Out Amount due to the Concessioner under the Contract with respect to all aspects of the Glen Echo Park operation is One-Hundred-Seventy-Eight-Thousand -Nine-Hundred-and-Thirty-Nine Dollars ($178,939).

3. Release of Claims - Existing Possessory Interest: As consideration for this Agreement, as of the Effective Date of this Amendment No. 9, the Concessioner on behalf of itself, its successors and assigns, hereby releases, acquits and forever discharges the United States and its assigns 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, which the Concessioner may have now or which may arise in the future because of or in any way growing out of or connected with (a) any actual or alleged possessory interest as defined under Pub. L. No. 89-249, or actual or alleged compensation for such possessory interest under the Contract, or (b) any action by or omission of the United States prior to the Effective Date of this Amendment No. 9 relating to the Contract, except for those matters arising from any fraud or intentional misrepresentation on the part of the United States.

4. The Parties agree and assert that the undertakings reflected in this Amendment No. 9 are unique to the special circumstances presented by this matter and are not intended to, nor should they be construed as, precedent for any other agreement by the National Park Service or the U.S. Department of the Interior on matters of a similar type or subject matter.

5. To the extent that any provisions of this Amendment No. 9 may be considered as in conflict with the terms and conditions of the Contract or other obligations of the Parties, the Parties hereby agree that the provisions of this Amendment No. 9 modify or supersede such terms and conditions to the extent necessary for the effectuation of the purposes of this Amendment No. 9.

6. Amendment No. 3 of the Contract, dated May 19, 1998, is hereby amended by deleting sentence 2.b, which read: "Glen Echo Park snack bar as item 2 under George Washington Memorial Parkway."

7. This Amendment No. 9 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, as specifically set forth herein. No modification of this Amendment No. 9 shall be binding unless in writing and signed by the party to be bound.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Amendment No.9 which shall be effective as of the last date of execution. This Amendment may be executed in counterparts.

CONCESSIONER

Guest Services, Inc.

By: _____

Name: GERARD T. GABRYS
(print)

Title: President/CEO
(print)

Date: 11/19/12

ATTEST:

By: _____

Name: Douglas H. Verner
(print)

Title: Secretary
(print)

Date: Nov. 19, 2012

UNITED STATES OF AMERICA

By: NATIONAL PARK SERVICE

Lisa A Mendelson-Ielmini Date: 11/15/2012
for Stephen E. Whitesell
Deputy Regional Director
National Capital Region

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

--ooOoo--

GUEST SERVICES, INC.

NATIONAL CAPITAL REGION:

George Washington Memorial Parkway

Rock Creek Park

National Capital Parks - Central

National Capital Parks - East

C & O Canal National Historical Park

President's Park

--ooOoo--

CONTRACT NO. CC300060002 EXECUTED March 19, 1986

COVERING THE PERIOD

January 1, 1986 Through December 31, 2010

CONCESSION CONTRACT

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EXHIBITS

1. Exhibit "A": Government-Owned Structures Assigned
2. Exhibit "B": Nondiscrimination
3. Exhibit "B-1": Nondiscrimination-Executive Order 11246, as amended
4. Exhibit "C": Preferential Right to Additional Services
5. Exhibit "D": Possessory Interest Assets
6. Exhibit "E": Building Replacement Cost for Insurance Purposes

Contract
No. CC300060002

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 Director of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner":

W I T N E S S E T H

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, President's Park and C & O Canal are within the National Capital Region, hereinafter referred to as the "Area", are 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 all 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 involve 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 Designation No. 1, 1-A and 1-B to Concession Contract No. 9900C20012 effective upon the close of business December 31, 1985, and shall be for the term of twenty-five (25) years from January 1, 1986.

(b) The Concessioner shall undertake and complete an improvement and building program costing not less than $8,000,000 as adjusted to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Commerce's "Construction Review."

It is agreed that such investment is consistent with Section 3(a) hereof. Such improvement and building program shall include:

(1) Replace the existing Tidal Basin Dock subject to prior approval of the Secretary as to the type (floating or land-based) and location.

(2) Including design cost already incurred, provide four kiosks at the Sculpture Garden location to accommodate food services, winter ice skating operations and restrooms. Provide appropriate outdoor seating and make any necessary modifications to the existing underground facility.

In addition to this requirement, the concessioner may provide a food service above the existing underground facility as may be agreed to between the parties.

(3) Relocate the Washington Monument Lodge facility with a new facility, at a location approved by the Secretary in accordance with the Washington Monument Grounds Plan. The construction of this facility will be coordinated with the NPS so as to coincide with the relocation of 15th Street. The facility will be designed as a highly efficient, high volume state of the art fast food facility with a limited selection of souvenirs and sundry items. The operation of the public rest rooms included in the facility will be the responsibility of the NPS.

(4) As the remaining temporary food units in National Capital Parks-Central and President's Park are replaced or need renovation the concessioner will be required to replace and redesign these facilities, as mutually agreed, to improve efficiency as well as the visual quality of these facilities. At President's Park this will entail the consolidation of the food service, souvenirs, restrooms and other services into one facility. It is understood that when such a facility is provided, the NPS will be responsible for portions thereof including restrooms.

(5) Complete the Daingerfield Island Marina Support Facility. This facility was started in 1984 and is expected to be complete by the end of the year.

(6) Columbia Island Boat Dock. This project has been completed at a cost of $215,000.

(7) Replace the Mall (Madison and 9th) food unit. This has been completed at a cost of $140,000.

(8) Replace the Lincoln Memorial retail kiosk. This has been done at a cost of $70,000.

(9) The concessioner shall undertake such other improvement projects that are economically feasible as may be required by the Secretary, subject to a determination by the Secretary that such improvements are necessary and economically feasible.

SSD 12/10/85

(c) The concessioner shall start the improvement and building program upon notification by the National Park Service to proceed in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances. After approval of plans and specifications, the concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that such program is being carried forward, and shall complete and have it available

for public use on or before December 31, 1993 provided that notice to proceed on items (1), (2) and (3) has been given no later than December 31, 1990, and that item (4) will be completed as mutually agreed.

(d) 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 improvement program 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 the National Capital Region, as generally described as: food, film, merchandise, souvenirs, tennis facilities, boat rental and boat storage, ice skating, marina facilities and related services (except that boat repair will be limited to minor boat repair), guide books and informational material, and similar services at authorized special events as may be needed. The concessioner is authorized to provide retail sales and services incidental to the operations authorized above contingent upon the approval of the Secretary. The facilities and services authorized at each park are more specifically identified in the Maintenance Agreement and Operating Plan for each park.

(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) During the term hereof and subject to satisfactory performance hereunder, the concessioner is granted a right of first refusal to provide such additional concession accommodations, facilities and services of the same character as required and authorized hereunder as the Secretary may designate as necessary or desirable for accommodation and convenience of the public in area(s) of the National Capital Region delineated on Exhibit "C". If the concessioner doubts the necessity, desirability, timeliness, reasonableness, or practicability of such new or additional facilities, accommodations or services and/or declines or fails within a reasonable time to comply with the designation of the Secretary, then the Secretary in his discretion may authorize others under substantially the same terms and conditions to provide such designated accommodations, facilities, or services. This right of first refusal does not apply to concession operations in connection with lands hereafter acquired which expand the existing boundary of the area. Nothing contained in this section or elsewhere in this contract

(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 (Exhibit B-1) (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended, (c) 41 CFR, Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (d) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended, and (e) the Architectural Barriers Act of 1968 (P.L. 90-480) which require Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals and to make facilities accessible to or usable by handicapped persons so that they will not be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by an Executive agency or by the United States Postal Service. The concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing accessible 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 "B" 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, if any, (as described in Exhibit "A" 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 judgment, (1) such withdrawal is necessary for the purpose of protecting visitors or area resources, or, (2) the operations utilizing such assigned lands are terminated pursuant to Section 11 hereof. Any permanent withdrawal of assigned lands or improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination pursuant to Section 11 hereof. 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 Concessioner Improvements in which the concessioner has a possessory interest are to be replaced by the concessioner within the area, in accordance with fair value compensation for possessory interest described in 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 or a successor concessioner at any time the concessioner will be compensated for such possessory interest pursuant to Section 12 hereof.

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. 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. 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, 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.

(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.

(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, or 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 major repairs and/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 Concessioner. Such expenditures shall be consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations. Where capital improvements to Government acquired or constructed facilities supporting the concession operation, including roads, parking and utility systems, are determined by the Secretary to be necessary and economically feasible for the accommodation of park visitors they shall be made by the Concessioner. If the Secretary determines that the required improvements are necessary but economically infeasible for the Concessioner, such improvements may be made by the National Park Service subject to the availability of appropriated funds.

SEC. 5. MAINTENANCE. Subject to Section 4(e) 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. A Maintenance Agreement and an Operational Plan will be developed and signed, and these documents will be reviewed at least annually and updated as necessary.

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 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 "D" hereto; and (2) all such improvements hereafter constructed upon or affixed to the lands assigned to 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 structure, 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 in his discretion and which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(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 December a financial statement for the preceding year or portion of a year, as prescribed by the Secretary, and such other reports and data as may be required by the Secretary for each park area. If annual gross receipts are in excess of $1 million, 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, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable. If annual gross receipts at a park area are between $250,000 and $1 million, the financial statements for that park area shall be reviewed by an independent certified public accountant or by a 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, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

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.

(b) 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.

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 utilized by the Concessioner hereunder, if any. Such fee and assigned government buildings to be as set forth in Exhibit "A" 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 three percent (3%) of the concessioner's gross receipts, as herein defined, 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 the annual use fee for assigned Government improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. 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. All franchise fee payments consisting of $10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed. 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.

(d)(1) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the concessioner from all sales, 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 or companies operating in the area, and excluding gross receipts from the sale of genuine United States native handcraft, 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, income received as a result of a pass through of actual utility costs to slipholders, 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 (d)(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 December of each year. The subconcessioners shall maintain an accurate and complete record of all items listed in subsection (d)(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 (d)(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 5-year period 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 fee 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, in 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. 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 in part for default at any time and may terminate this contract in whole or in 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."

(c) In the event it is deemed necessary to suspend operations hereunder in whole or in part to protect the visitors or resources of the area 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 the annual depreciation on such improvement and personal property plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. 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 expiration or termination where operations are to be continued: If for any reason, including contract expiration or termination as described herein, and 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 and Government Improvements, if any, as defined under this contract, and all other property 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 contract to operate, to purchase from the Concessioner such possessory interests, 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. In the event that such possessory interest in Government Improvements is acquired by a successor, the successor will not be permitted to revalue such possessory interest. 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. The fair value of merchandise and supplies shall be replacement cost including transportation. The fair value of equipment shall be replacement cost less depreciation and obsolescence. If the Concessioner and the successor, excepting Government agencies, 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. If the successor is a Government agency and there is a dispute as to the fair value of any possessory interest, or other items, an advisory arbitration panel will be established at the request of the Concessioner (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 an appropriate fair value. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

(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, and Government improvements, if any, in the amount of their book value; (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 this Contract for default for 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, 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, in 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 prior written approval of the

Secretary. Failure to comply with this provision or the procedures described herein shall consititute a material breach of this contract for which this contract may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 11 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this contract or 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 influence over the operations of the Concessioner, 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 influence 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 CONTRACTS. 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. However, agreements with others to provide vending or other coin operated machines shall not be considered as subconcession contracts. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary within ninety (90) days after the 31st day of December of 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). General

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 fire or other peril, bodily injury, death or property damage, or claims for bodily 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. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary. The Concessioner shall, annually, or at the time insurance is purchased, provide the Secretary with Certificates of Insurance, Broker's Analysis or similar documents sufficient to evidence compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

(b). Property Insurance

The Concessioner at its cost shall secure and maintain, for both Concessioner improvements and assigned government improvements, fire, extended coverage and such other perils insurance in such types and limits as are determined by the Secretary to be necessary to repair or replace those buildings, structures, equipment, furnishings, betterments and improvements, and merchandise necessary to satisfactorily discharge the Concessioner's obligations under this Contract. For insurance purposes, values of such property shall be determined at the inception of this contract and updated annually thereafter. Those values currently in effect are set forth in Exhibit "E" to this contract. Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and government improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages:

(1) BUILDER'S RISK - For all construction projects undertaken by the Concessioner, a builder's risk policy for the amount of the construction project will be purchased by the Concessioner at the time construction commences. Upon completion of the construction project the Concessioner agrees to adjust basic property insurance coverage as necessary, so as to include the value of the new construction.

(2) BOILER AND MACHINERY - When boilers are utilized the Concessioner shall purchase and maintain boiler and machinery insurance including coverage for direct damage. Such coverage is to be in the amount of the full replacement value of the structure in which the boiler is located.

(3) FLOOD - Such coverage is to be sufficient to replace affected buildings and structures.

(c). Additional Property Damage Requirements - Government Improvements, Property and Equipment

The following additional requirements shall apply to structures, all or any part of which are "government improvements" as defined in Section 4(b).

(1) 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.

(2) 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.

(d). Public Liability

The Concessioner shall purchase and maintain during the term of this Contract Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event not less than $100,000 for bodily injury per person and $500,000 per accident, and property damage of at least $25,000 per per occurrence. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America except that caused by the sole negligence of the United States or its employees and have no recourse against the government for payment of any premium or assessments.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this contract include Comprehensive General Liability, with extensions which provide Product Liability and Contractual Liability and Liquor Liability if liquor is served.

The Concessioner shall also obtain the following additional coverages:

a. Automobile Liability

The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and statutory "No-Fault" coverages, as required by the State of operation.

b. Workers' Compensation

The Concessioner shall provide Statutory Workers' Compensation as required in the State of operation, or Voluntary Compensation endorsement and Employers' Liability coverage (Broad form "All State" coverage).

c. Other

The Concessioner shall also obtain the following coverages, in at least the limits set forth for Comprehensive General Liability.

Marina Operators Liability (Watercraft Liability-$500,000)

Umbrella Liability Policy, (Limits $5,000,000)

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 representatives.

(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 for them to directly provide 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 Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or 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 Washington, D.C., this 19th day of March, 1986.

UNITED STATES OF AMERICA

BY Maurice J. Fish

Regional Director

National Capital Region

Guest Services, Inc.

Concessioner

ATTEST:

BY [illegible]

TITLE Assistant Secretary

BY [illegible]

TITLE President

DATE 30 SEP 1985

EXHIBIT "A"

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO

GUEST SERVICES, INC.

PURSUANT TO

CONCESSION CONTRACT NO. CC300060002

Building Number	Description	Annual Fee
	NATIONAL CAPITAL PARKS-CENTRAL	
	1. Jefferson Memorial Gift Shop	2001
34	2. Washington Monument Lodge	3800
70	3. Constitution Gardens Food Facility	1200
N/A	4. Pershing Square Ice Rink & Food Kiosk	418
~~52~~	~~5. Sculpture Garden Ice Rink~~	~~N/C~~ Amend. #1 10/20/93
54A	~~6. Sculpture Garden (Underground)~~	N/C
	7. Cafeteria (Regional Office Building)	3375
N/A	8. Tennis Courts - East Potomac	N/C
	ROCK CREEK PARK	
	1. Sports Center (16th and Kennedy Street)	N/C
N/A	2. Tennis Courts (16th and Kennedy Street)	N/C
N/A	3. Refreshment Stand (Carter Barron)	3606
	C&O CANAL	
809	1. Thompson Boat Center	N/C
	GEORGE WASHINGTON MEMORIAL PARKWAY	
291	1. Great Falls (Virginia) Visitor Center Snack Bar	N/C
	NATIONAL CAPITAL PARKS-EAST	
	~~1. Fort Dupont Ice Skating Rink~~	~~N/C~~ Amendment #2 9/5/96

Total Amount due pursuant to Section 9. $14,400

Approved, effective January 1, 1986

BY:

Guest Services, Inc.

BY S. J. Murphy

Title President

Date 30 SEP 1985

UNITED STATES OF AMERICA

Marvin J. Fish Jr.

Regional Director
National Capital Region

EXHIBIT "B"

CONCESSION
AUTHORIZATION NO.:
CC300060002

NONDISCRIMINATION

SECTION I

REQUIREMENTS RELATING TO EMPLOYMENT

AND

SERVICE TO THE PUBLIC

A. EMPLOYMENT: During the performance of this concession 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, age, national origin or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during uployment, without regard to their race, color, religion, sex, age, national rigin or disabling condition. 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, age, national origin or disabling condition.

(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 understand-ing, 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) Within 120 days of the commencement of a contract every vernment contractor or subcontractor holding a contract that generates gross eceipts 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.

(5) 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.

(6) 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.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession contract or with any of such rules, regulations, or orders, this concession contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contract 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.

(8) 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 noncompliance: 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 (8) 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, age, national origin or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin or disabling condition 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

ACCESSIBILITY

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are accessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U. S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;

2. Afford a qualified handicapped person an opportunity to particiate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

3. Provide a qualified handicaped person with an aid, benefit, or service that is not as effective as that provided to others;

4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;

5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or services to beneficiaries of the recipient's program;

6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

A Concessioner may comply with the requirements of the above paragraph hrough such means as redesigning of equipment, reassignment of classes or other services to accessible buildings, assignment of aides to beneficiaries, delivery of services at alternate accessible sites, alterations of existing facilities and construction of new facilities in conformance with the requirements of the Architectural Barriers Act or any other methods that result in making its program or activity accessible to handicapped persons. A Concessioner is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section. In choosing among available methods for meeting the requirements of this part, a Concessioner shall give priority to those methods that offer programs and activities to handicapped persons in the most integrated setting appropriate.

If a Concessioner with fewer than 15 employees that provides services finds, after consultation with a handicapped person seeking its services, that there is no method of complying with this section other than making a significant alteration in its existing facilities, the Concessioner may, as an alternative, refer the handicapped person to other providers of those services whose facilities are accessible.

Ex. Ord. No. 11246. Equal Opportunity in Federal Employment

Ex. Ord. No. 11246, Sept. 24, 1965, 30 F.R. 12319, as amended by Ex. Ord. No. 11375, Oct. 13, 1967, 32 F.R. 14303; Ex. Ord. No. 11478, Aug. 8, 1969, 34 F.R. 12985; Ex. Ord. No. 12086, Oct. 5, 1978, 43 F.R. 46501, provided:

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I—Nondiscrimination in Government Employment

[Superseded by Ex. Ord. No. 11478, eff. Aug. 8, 1969, 34 F.R. 12985.]

Part II—Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A—Duties of the Secretary of Labor

Sec. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

Subpart B—Contractors' Agreements

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance 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 contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor 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 [section 204 of this Order] 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Sec. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or any agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

SUBPART B—CERTIFICATES OF MERIT

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices, and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked

PART III—NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

SEC. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor; together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

SEC. 302. (a) "Construction contract," as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

SEC. 303(a). The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: *Provided*, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 [sections 2000d to 2000d-4 of this title] shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof [section 2000d-1 of this title] and the regulations of the administering department or agency issued thereunder.

PART IV—MISCELLANEOUS

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Civil Service Commission and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

SEC. 404. The General Services Administration shall

SEC. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: *Provided*, That such an exemption will not interfere with or impede the effectuation of the purposes of this order: *And provided further*, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

SUBPART C—POWERS AND DUTIES OF THE SECRETARY OF LABOR AND THE CONTRACTING AGENCIES

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

SEC. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

SEC. 207. The Secretary of Labor shall use his best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 [sections 2000d to 2000d-4 of this title and this subchapter] or other provision of Federal law.

SEC. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a)(6) shall be made without affording the contractor an opportunity for a hearing.

SUBPART D—SANCTIONS AND PENALTIES

SEC. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964 [this subchapter].

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

SEC. 211. If the Secretary of Labor shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

LYNDON B. JOHNSON.

EX. ORD. NO. 11478. EQUAL EMPLOYMENT OPPORTUNITY IN FEDERAL GOVERNMENT

EX. ORD. NO. 11478, AUG. 8, 1969, 34 F.R. 12985, as amended by EX. ORD. NO. 11590, APR. 23, 1971, 36 F.R. 7831; EX. ORD. NO. 12106, DEC. 28, 1978, 44 F.R. 1053, provided:

NOW THEREFORE, under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

SECTION 1. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, handicap, or age, and to promote the full realization of equal employment opportunity through a continuing affirmative program in each executive department and agency. This policy of equal opportunity applies to and must be an integral part of every aspect of personnel policy and practice in the employment, development, advancement, and treatment of civilian employees of the Federal Government.

SEC. 2. The head of each executive department and agency shall establish and maintain an affirmative program of equal employment opportunity for all civilian employees and applicants for employment within his jurisdiction in accordance with the policy set forth in section 1. It is the responsibility of each department and agency head, to the maximum extent possible, to provide sufficient resources to administer such a program in a positive and effective manner; assure that recruitment activities reach all sources of job candidates; utilize to the fullest extent the present skills of each employee; provide the maximum feasible opportunity to employees to enhance their skills so they may perform at their highest potential and advance in accordance with their abilities; provide training and advice to managers and supervisors to assure their understanding and implementation of the policy expressed in this Order; assure participation at the local level with other employers, schools, and public or private groups in cooperative efforts to improve community conditions which affect employability; and provide for a system within the department or agency for periodically evaluating the effectiveness with which the policy of this Order is being carried out.

SEC. 3. The Equal Employment Opportunity Commission shall be responsible for directing and furthering the implementation of the policy of the Government of the United States to provide equal opportunity in Federal employment for all employees or applicants for employment (except with regard to aliens employed outside the limits of the United States) and to prohibit discrimination in employment because of race, color, religion, sex, national origin, handicap, or age.

SEC. 4. The Equal Employment Opportunity Commission, after consultation with all affected departments and agencies, shall issue such rules, regulations, orders, and instructions and request such information from the affected departments and agencies as it deems necessary and appropriate to carry out this Order.

SEC. 5. All departments and agencies shall cooperate with and assist the Equal Employment Opportunity Commission in the performance of its functions under this Order and shall furnish the Commission such reports and information as it may request. The head of each department or agency shall comply with rules, regulations, orders and instructions issued by the Equal Employment Opportunity Commission pursuant to Section 4 of this Order.

SEC. 6. This Order applies (a) to military departments as defined in section 102 of title 5, United States Code, and executive agencies (other than the General Accounting Office) as defined in section 105 of title 5, United States Code, and to the employees thereof (including employees paid from nonappropriated funds), and (b) to those portions of the legislative and judicial branches of the Federal Government and of the Government of the District of Columbia having positions in the competitive service and to the employees in those positions. This Order does not apply to aliens employed outside the limits of the United States.

SEC. 7. Part I of Executive Order No. 11246 of September 24, 1965, and those parts of Executive Order No. 11375 of October 13, 1967, which apply to Federal employment, are hereby superseded.

SEC. 8. This Order shall be applicable to the United States Postal Service and to the Postal Rate Commission established by the Postal Reorganization Act of 1970 [Title 39, Postal Service].

RICHARD NIXON.

EXHIBIT "C"

Pursuant to Subsection 2(c) of this contract the Concessioner is granted a preferential right to provide additional services within: (1) NCP-Central, (2) Rock Creek Park, (3) President's Park, (4) George Washington Memorial Parkway, (5) C&O Canal to the farthest shore of Seneca Creek, (6) NCP-East, and (7) Greenbelt Park as follows:

a. Food and beverage service
b. Merchandise and souvenirs
c. Tennis facilities and services
d. Ice skating facilities and services
e. Marina facilities and services (NCP-Central, George Washington Memorial Parkway, C&O Canal to the farthest shore of Seneca Creek, and NCP-East)

EXHIBIT "D"

Concessioner's Improvements

Pursuant to Subsection 6 (a) (1)

NATIONAL CAPITAL PARKS-CENTRAL

None.

PRESIDENT'S PARK

None.

NATIONAL CAPITAL PARKS-EAST

None.

GEORGE WASHINGTON MEMORIAL PARKWAY

Columbia Island Marina - Office Complex and Food Operation - Bldg. No. 222

Columbia Island - Machine House - Bldg. No. 223

Columbia Island - Storage Shed, Bldg. No. 224

Columbia Island - Docks, Hoist, and Cranes

Daingerfield Island - Marina Support Facility, Bldg. No 240

Daingerfield Island - Ticket Booth, Bldg. No. 249

Daingerfield Island - Dry Storage Sheds

Daingerfield Island - Docks, Hoist and Cranes

ROCK CREEK PARK

Storage Building

C & O CANAL

Snack Bar, Great Falls, (Md.)

Building No.	Description	Estimated Insurance Replacement Value
	C&O Canal National Historical Park:	
#809	Thompson Boat Center	$ 1,284,116
	CONCESSIONER BUILDINGS	
	George Washington Memorial Parkway:	
	Columbia Island Marina (Main Bldg.)	141,000
	Columbia Island docks & related improvements	757,000
	Washington Sailing Marina (Main Bldg.)	1,800,000
	Washington Sailing Marina docks & related improvements	310,000
	Rock Creek Park:	
	Storage Building	10,000
	C&O Canal:	
	Snack Bar (Maryland)	46,000
	NCP-Central:	
	Jefferson Memorial Food Kiosk	140,000
	Tidal Basin Boathouse	56,000
	Tennis Bubble Structure and support bldg.	304,000
	~~Sculpture Garden support bldg.(3)~~	30,000 10/20/93 amend #1
	Lincoln Retail Kiosk	70,000
	Mall Food Unit-South	29,000
	Mall Food Unit-Madison and 9th	78,000
	Mall Food Unit-Madison and 12th	29,000
	Mall Food Unit-Air and Space	44,000
	Lincoln Food Unit	166,000
	Mall Retail Kiosk	11,000
	President's Park:	
	Retail Kiosk	14,000
	Food Unit	31,000
	TOTAL ESTIMATED REPLACEMENT COST	$13,277,200

Guest Services, Inc.
(Name of Concessioner)

BY S. J. Dhyle

Title President

Date 30 SEP 1985

UNITED STATES OF AMERICA

Manus J. Fish Jr.
Regional Director, National Capital Region

EXHIBIT "E"

BUILDING REPLACEMENT COSTS FOR INSURANCE PURPOSES

Building No.	Description	Estimated Insurance Replacement Value
	National Capital Parks-Central:	
	Jefferson Memorial Gift Shop	$ 20,022
#34	Washington Monument Lodge	161,000
#70	Constitution Gardens Food Facility	185,261
	Pershing Square Ice Rink & Food Kiosk	1,000,000
~~#52 & 54A~~	~~Sculpture Garden Ice Rink & Undergrnd.Blg.~~	~~2,169,192~~
	Cafeteria, NCR	135,384
	Tennis Courts - East Potomac	
	10 Clay Courts	170,040
	6 Asphalt	127,800
	8 Asphalt	170,040
	National Capital Parks - East:	
	~~Fort Dupont Ice Rink~~	~~3,331,000~~
	George Washington Memorial Parkway:	
#291	Visitor Center Snack Bar (Great Falls, VA)	82,874
	Rock Creek Park:	
N/A	Tennis Courts (16th & Kennedy)	310,980
	Refreshment Stand (Carter Barron)	36,068
	Sports Center (16th & Kennedy)	27,423

AMENDMENT NO. 1
CONCESSIONS CONTRACT NO. CC 300060002
GUEST SERVICES, INC.

THIS AMENDMENT, made and entered into between the United States of America, acting through the Director of the National Park Service on behalf of the Secretary of the Interior, hereinafter referred to as the "National Park Service", and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, National Park Service areas are administered 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 National Park Service and the Concessioner entered into Concessions Contract No. CC 300060002 so as to provide, maintain, and operate facilities and services for the public visiting the area, and which requires that franchise fees shall be reconsidered at the end of each 5-year period; and

WHEREAS, one of the facilities authorized by the National Park Service under Concession Contract No. CC 300060002 is in the area identified as the Sculpture Garden; and

WHEREAS, the National Park Service has agreed to transfer administrative jurisdiction over the area assigned to the Concessioner (including other National Park Service lands associated with the National Sculpture Garden), to the National Gallery of Art for the creation of a garden in which to display sculpture as recommended in the 1976 Mall Master Plan; and

WHEREAS, the transfer of jurisdiction requires that those lands assigned to the Concessioner for their use in serving the public be withdrawn pursuant to the authority of the Secretary under Concession Contract Number CC 300060002, and

WHEREAS, the Concessioner is entitled to compensation for its possessory interest in improvements it has made to the Government-owned facilities it has provided at the National Sculpture Garden; and

WHEREAS, the National Park Service will reimburse the Concessioner for its possessory interest as herein described, of which $245,696 will be provided by the National Gallery of Art to the National Park Service, and

WHEREAS, in consideration of the Concessioner's agreement to accept the form of compensation offered by the National Park Service, the National Park Service has determined that an increase in the franchise fee is not warranted for the period of January 1, 1991, through December 31, 1995:

NOW THEREFORE, the parties hereto covenant and agree that Concession Contract Number CC 300060002 is hereby amended as follows:

1. Exhibit A to Concession Contract Number CC 300060002 is amended by deleting Building Number 52, Sculpture Garden Ice Rink, and Building Number 54A, Sculpture Garden (Underground), effective on the date of the execution of this amendment.

2. Exhibit E to Concession Contract Number CC 300060002 is amended by deleting Building Number 52, Sculpture Garden Ice Rink, and Building Number 54A, Sculpture Garden support building (3), effective on the date of execution of this amendment.

3. Section 9, Franchise Fee, is hereby amended by adding the following sentence at the end of subsection (a)(2) as follows:

"Once possessory interest is completely extinguished as defined within Section 12(f), this amount will be equal to seven percent (7%) of the Concessioner's gross receipts, as herein defined, unless otherwise changed as a result of the franchise fee reconsideration provisions in Section 9(e) hereof."

4. Section 12, Compensation, is hereby amended by adding a new subsection (f) as follows:

(f) Sculpture Garden Facilities and Equipment. Notwithstanding any provision of this contract to the contrary, the agreed upon compensatory amount for improvements and equipment identified on Exhibit F hereto at the Sculpture Garden as of January 1, 1992, shall be $2,486,775, subject to verification by the National Park Service, of which $245,696 is to be paid immediately to the Concessioner. The remaining value of $2,241,079 shall decrease by an amount equal to two percent (2%) of gross receipts on December 31, 1992, and by amounts equal to four percent (4%) of gross receipts each year on December 31, 1993, December 31, 1994, and December 31, 1995. A final accounting will be conducted at the end of 1995 to determine the amount of possessory interest extinguished. The Concessioner will remit any overpayment to the National Park Service at this time. If at the end of 1995 any possessory interest remains, the National Park Service will exercise its option to either pay the Concessioner this agreed upon balance or continue to allow it to decrease by amounts equal to four percent (4%) of gross receipts until the full $2,241,079 has been totally extinguished, at which time the Concessioner agrees that this constitutes full and just

compensation to the Concessioner for its interest in the Sculpture Garden improvements and the equipment identified on Exhibit F hereto. In the event of contract termination or expiration prior total extinguishment of the possessory interest, the Concessioner's right to compensation for such possessory interest, including equipment, shall be the amount not yet decreased.

IN WITNESS HEREOF, the parties hereto have hereunder subscribed their name and affixed their seals.

Dated at Washington, D.C., this 20 day of December, 1993.

UNITED STATES OF AMERICA

By: _____
Acting Director, National Park Service

ATTEST:

By: _____

Title: Secretary

GUEST SERVICES, INC.

By: _____

Title: C.E.O.

Date: 14 Dec 93

C-3823 Book.

N. Shaw
9/4/96

AMENDMENT NO. 2
CONCESSIONS CONTRACT NO. CC 300060002
GUEST SERVICES, INC.

THIS AMENDMENT, made and entered into between the United States of America, acting through the Field Director, National Capital Area, of the National Park Service on behalf of the Secretary of the Interior, hereinafter referred to as the "National Park Service", and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, the National Park Service areas are administered to conserve the scenery and the natural and historic objects and the wildlife therein, and to improve for the public enjoyment of the same in such manner as will leave such areas unimpaired for the enjoyment of future generations; and

WHEREAS, the National Park Service and the Concessioner entered into Concessions Contract No. CC 300060002 so as to provide, maintain, and operate facilities and services for the public visiting the area; and

WHEREAS, one of the facilities authorized by the National Park Service under Concessions Contract No. CC 300060002 is identified as the Fort Dupont Ice Skating Rink which is located within National Capital Parks-East; and

WHEREAS, the National Park Service has agreed to enter into an Agreement with the Friends of Fort Dupont, a non-profit community based organization, for the continued operation of the Fort Dupont Ice Skating Rink; and

WHEREAS, at the request of the National Park Service, the Concessioner agreed and cooperated fully in the structuring of the Agreement; and

WHEREAS, the Concessioner is not due any possessory interest compensation from the Government-owned Fort Dupont Ice Skating Rink facility:

NOW THEREFORE, the parties hereto covenant and agree that Concession Contract No. CC 300060002 is hereby amended as follows:

1. Exhibit A to Concession Contract No. CC 300060002 is amended by deleting the Fort Dupont Ice Skating Rink effective on the date of the execution of this amendment.

3. Amend Exhibit "D" to Concession Contract No. CC 300060002 by adding the following Concessioner improvements under National Capital Parks-Central:

a. Retail Kiosk Unit at the Lincoln Memorial;
b. Food Unit at the Lincoln Memorial;
c. Retail Kiosk Unit at the Jefferson Memorial;
d. Food/Retail Unit at the Air and Space Museum;
e. Food Kiosk Unit at the Tidal Basin;
f. Paddle Boat Dock and Kiosk at the Tidal Basin;
g. East Potomac Park tennis bubble (indoor tennis courts), and
h. East Potomac Park tennis administrative/locker room facility.

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

Dated at Washington, D.C., this 19th day of May, 1998.

GUEST SERVICES, INC.

By: [signature]

Title: President/CoO

UNITED STATES OF AMERICA

ACTING [signature]
Regional Director, National Capital Region

ATTEST:

By: Sally A. Ellis

Title: Asst. Secretary

Date: May 19, 1998

2. Exhibit E to Concession Contract No. CC 300060002 is amended by deleting the Fort Dupont Ice Skating Rink effective on the date of the execution of this amendment.

IN WITNESS HEREOF, the parties hereto have hereunder subscribed their name and affixed their seals.

UNITED STATES OF AMERICA

By: _____
Field Director, National Capital Area

ATTEST:

By: _____

Title: Secretary

GUEST SERVICES, INC.

By: _____

Title: President / COO

Date: 9/5/96

EXHIBIT "F"
CONCESSION CONTRACT NO. CC 300060002

NATIONAL PARK SERVICE FRANCHISE FEE FORMULA

GUEST SERVICES, INC.
1996 - 2000

Ann. Sales	base%	base rent	Incr. sales	Incr.%	Inc. rent	Tot. rent	Eff. %
$11,000,000	1.50%	165,000	$0	20.0%	$0	$165,000	1.5%
$11,500,000			$500,000	20.0%	$100,000	$265,000	2.3%
$12,000,000			$1,000,000	20.0%	$200,000	$365,000	3.0%
$12,500,000			$1,500,000	20.0%	$300,000	$465,000	3.7%
$13,000,000			$2,000,000	20.0%	$400,000	565,000	4.3%
$13,500,000			$500,000	30.0%	$150,000	715,000	5.3%
$14,000,000			$1,000,000	30.0%	$300,000	865,000	6.2%
$14,500,000			$1,500,000	30.0%	$450,000	1,015,000	7.0%
$15,000,000			$2,000,000	30.0%	$600,000	1,165,000	7.8%
$15,500,000			$2,500,000	30.0%	$750,000	1,315,000	8.5%
$16,000,000			$3,000,000	30.0%	$900,000	1,465,000	9.2%
Note - Franchise Fees are subject to 3% minimum and 9% maximum per year.							

AMENDMENT NO. 3
CONCESSIONS CONTRACT NO. CC 300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC 300060002, is made and entered into between the United States of America, acting through the Regional Director, National Capital Region, of the National Park Service on behalf of the Secretary of the Interior, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

W I T N E S S E T H :

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, President's Park, and C&O Canal National Historical Park are within the National Capital Region, herein referred to as the "Area," are 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 Secretary and the Concessioner entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area, and which requires that franchise fees shall be reconsidered at the end of each 5-year period; and

WHEREAS, this franchise fee reconsideration occurred on a timely basis pursuant to the contract; and

WHEREAS, the Secretary determined at that time, pursuant to the contract and in accordance with subsection 3(c) of the Act of October 9, 1965, that the probable value to the Concessioner of the privileges granted by Concession Contract No. CC 300060002 warranted a change in the franchise fee as contained in subsection 9(a)(2) of the contract; and

WHEREAS, on January 6, 1997, the parties agreed in writing to this new franchise fee and since that time have complied with the new franchise fee structure; and

WHEREAS, Concession Contract No. CC 300060002 grants the Concessioner a right of first refusal to provide additional services of the same character as required and authorized hereunder as the Secretary may designate as necessary or desirable for accommodation and convenience of the public in the locations listed on Exhibit "C" except for additional services in connection with lands which expand existing boundaries, acquired after the execution of the contract; and

WHEREAS, over the term of the contract, the Concessioner has agreed to provide additional services at the Glen Echo Park snack bar, the Peirce Mill tennis courts, and the Anacostia Pavilion snack bar located within the Area; and

WHEREAS, exhibits to Concession Contract No. 300060002 list the facilities used by the Concessioner pursuant to the contract; and

WHEREAS, the Secretary considered the current building use fee to determine whether it continued to reflect the fair annual value of these park buildings, including the additional facilities used by the Concessioner, and taking into account maintenance and capital improvement obligations, and volume of revenues generated, finds no change in the total building use fee is warranted; and

WHEREAS, Concession Contract No. CC 300060002 allows the Concessioner to construct or install upon the assigned lands such buildings, structures, or other improvements as are necessary for the operations required hereunder, and at some locations the Concessioner has done so:

NOW THEREFORE, the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Amend Section 9, Franchise Fees, by replacing subsection (a)(2) in its entirety with the following:

(a)(2) In addition to the foregoing, for 1996, an amount equal to three percent (3%) of gross receipts, as herein defined, plus $366,941.46, which represents the extinguishment of the remaining balance of the possessory interest associated with the transfer of the Sculpture Garden facility; and effective January 1, 1997, for 1997 and each successive year or portion thereof as delineated on Exhibit "F" as attached, an amount equal to one and one-half percent (1-1/2%) of the first $11 million of the Concessioner's gross receipts, plus twenty percent (20%) of the next $2 million of gross receipts, plus thirty percent (30%) of the Concessioner's gross receipts greater than $13 million, except that the Concessioner shall not pay less than three percent (3%) or more than nine percent (9%) of the gross receipts in any given year. For the purposes of this calculation, the above gross receipt threshold figures of $11 million and $13 million shall increase by three percent (3%) per annum beginning in 1998.

2. Amend Exhibit "A" to Concession Contract No. CC 300060002 by adding the following government-owned structures which have been assigned at no additional annual fee to the Concessioner:

a. Peirce Mill tennis courts as item 4 under Rock Creek Park;
b. Glen Echo Park snack bar as item 2 under George Washington Memorial Parkway;
c. Anacostia Pavilion as item 2 under National Capital Parks-East;
d. President's Park snack bar located on the Ellipse, and
e. President's Park retail area located on the Ellipse, as items under a new category: President's Park.

AMENDMENT NO. 4
CONCESSIONS CONTRACT NO. CC 300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC 300060002, is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

W I T N E S S E T H :

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, President's Park, and C&O Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," are 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 a manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, the Concessioner is authorized to provide marina services and facilities at Columbia Island and Washington Sailing Marinas within George Washington Memorial Parkway; and

WHEREAS, the channels allowing water access and egress routes for both Columbia Island and Washington Sailing Marinas are impaired due to a build-up of silt and sediment thereby impeding safe passage; and

WHEREAS, Section 9(e) of the Contract allows for reconsideration of the Concessioner's franchise fees within sixty (60) days after the end of each 5-year period or as otherwise specified, at the instance of either party; and

WHEREAS, Amendment No. 3 of the Contract contains the current franchise fee, as reconsidered by the Secretary and the Concessioner at the end of the most recent five year period; and

WHEREAS, by law and the Contract, the franchise fee is computed to factor in a reasonable opportunity for a Concessioner profit in relation to both gross receipts and capital invested, with the consideration of revenue coming to the United States subordinate to the objectives of protecting and preserving the areas, and providing adequate and appropriate services for visitors at reasonable rates; and

WHEREAS, the dredging and related work is required to protect and preserve the channels allowing access and egress to the marinas, in order to provide adequate and appropriate services for visitors; and

WHEREAS, the Secretary and the Concessioner agree that the dredging and related work should be performed as soon as possible and;

WHEREAS, the Concessioner is willing and capable of expeditiously funding this needed work which will cost an estimated $4.6 million:

NOW THEREFORE, as provided in the Contract, the Secretary and the Concessioner have reconsidered the franchise fees provided for in Amendment No. 3, in order that the funds for the dredging and related work be provided by the Concessioner, and the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Section 9, Franchise Fees, is hereby amended by adding the sentences below at the end of subsection (a)(2) as follows:

"Effective June 1, 1998, the Concessioner shall be credited for payment of the franchise fees as established in Amendment No. 3 to Concessions contract No. CC 300060002, and continuing until the amount of an estimated $4.6 million has been reached. This arrangement is in consideration for the funding by the Concessioner to the National Park service for the purposes of the dredging of the channels at Columbia Island and Washington Sailing Marinas as herein described. This arrangement is contingent upon the Concessioner providing, as directed by the National Park Service, the estimated $4.6 million."

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

Dated at Washington, D.C., this 1st day of July, 1998.

GUEST SERVICES, INC.

By: Gerard T. Katzer

Title: President/COO

UNITED STATES OF AMERICA

Joseph M Lawler

ACTING Regional Director,
National Capital Region

ATTEST:
By: J Wanamaker

Title: Secretary
Date: July 1, 1998

Original 6/23/03

AMENDMENT No. 5
CONCESSIONS CONTRACT NO. CC300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC300060002, is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc. a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

W I T N E S S E T H:

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are 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 a manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, the Concessioner operated the Rock Creek Horse Center in Rock Creek Park under contract from January 1, 1998 until September 30, 1998, and under Temporary Concession Contract No. CC-ROCR001-99 from October 1, 1999 until October 31, 2002, and has demonstrated its qualifications to operate the Rock Creek Horse Center to the satisfaction of the Secretary; and

WHEREAS, Temporary Concession Contract No. CC-ROCR001-99 has expired, and the Secretary has determined that continuation of the services that the Concessioner provided to the visiting public under the aforementioned Temporary Concession Contract is necessary and appropriate; and

WHEREAS, the Concessioner has expressed willingness to provide public services and facilities at the Rock Creek Horse Center, specifically horse rental for guided trail rides, horse boarding facilities, horseback riding instruction, summer camp, tack shop merchandising, and other incidental services related to the operation of the Rock Cree Horse Center; and

WHEREAS, there will be no right of preference in renewal for this particular operation,

NOW THEREFORE, the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Exhibit "A" to Concession Contract No. CC 300060002 is amended by assigning government–owned structures as follows:

The Rock Creek Horse Center as Item 5 under the heading Rock Creek Park. The Building Numbers associated with the Rock Creek Horse Center are ROCR 001 428 NCSO, ROCR 001 389 NCSO, ROCR 001 378 NCSO, and ROCR 001 344 321 NCSO, and the associated annual fee is zero.

2. Exhibit "D" to Concession Contract No. CC 300060002 is amended by adding language to the list of Concessioner's improvements as follows:

Manure shed roof, indoor ring renovations, outdoor lighting, drainage installations, roofing replacement over exterior stalls.

3. Section 9 of the Concession Contract No. CC300060002 is amended by adding language as follows:

(e) The franchise fee on the total amount received or realized by, or accruing to, the Concessioner from all sales, 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 at the Rock Creek Horse Center, shall be zero.

4. Section 1(a) of the Concession Contract No. CC300060002 is amended by adding language as follows:

In addition to its improvement and building program costing not less than the aforementioned $8,000,000, the Concessioner shall make $100,000 worth of capital improvements to the items specified in Exhibit "D" as the manure shed roof, indoor ring renovations, outdoor lighting, drainage installations, roofing replacement over exterior stalls.

If the Concessioner's insurance premiums for Rock Creek Horse Center-related risks ever increase more than 50% above the premiums charged during the concessioner's 2003 insurance year, then the parties hereto shall in good faith negotiate an appropriate adjustment to the terms of this amendment in an attempt to appropriately reflect this increase.

The execution of the Amendment shall be complete upon the date of the last signature affixed hereto. The amendment's effective date, however, is November 1, 2002. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this amendment.

Dated at Washington, D.C. this 23 day of June, 2003

GUEST SERVICES, INC.

By: _____

Title: President & CEO

ATTEST:

By: _____

Title: Secretary

Date: 6/23/03

UNITED STATES OF AMERICA

_____

Regional Director
National Capital Region

AMENDMENT No. 6
CONCESSIONS CONTRACT NO. CC300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC300060002, hereinafter referred to as the "Contract," is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc. a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

W I T N E S S E T H:

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are 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 a manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, the Anacostia Marina in National Capital Parks-East was closed to the public beginning October 1, 2000 to undertake environmental mitigation at the site; and

WHEREAS, the Secretary has undertaken a Human Health Risk Assessment of the site, and has determined that a defined portion of the site may be reopened as long as potential human health risks are addressed by restricting contact with soil in areas where the soil is contaminated; and

WHEREAS, the Secretary has determined that the service authorized under this amendment to be provided to the visiting public under the aforementioned Concession Contract is necessary and appropriate; and

WHEREAS, the Guest Services, Inc. Concession Contract No. CC 300060002 may be amended to authorize the concessioner to provide minor additional visitor services that are a reasonable extension of the existing services under 36 C.F.R. §51.76; and

WHEREAS, Guest Services, Inc. has expressed willingness to provide public services and facilities at the Anacostia Marina, specifically wet and dry boat slip rental; and has demonstrated its qualifications to operate the Anacostia Marina to the satisfaction of the Secretary; and

WHEREAS, it remains the intention of the National Park Service to issue a concession prospectus for Anacostia Marina once environmental mitigation is complete, and at that time will amend the Guest Services, Inc. Concession Contract No. CC 300060002 to nullify this amendment, and

WHEREAS, there will be no right of preference in renewal for this particular operation,

NOW THEREFORE, the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Exhibit "A" to Concession Contract No. CC 300060002 is amended by assigning government–owned structures as follows:

The Anacostia Marina as Item #3 under the heading National Capital Parks-East. There are no Building Numbers associated with the assigned improvements at the Anacostia Marina.

2. Section 9 of the Concession Contract No. CC300060002 is amended by adding language as follows:

(e) The franchise fee on the total amount received or realized by, or accruing to, the Concessioner from all sales, 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 at the Anacostia Marina, shall be zero.

3. Term: This amendment expires upon the execution of a concession contract for Anacostia Marina subsequent to this amendment or the expiration of the Guest Services, Inc. Concession Contract No. CC300060002, whichever may occur first.

The execution of the Amendment shall be complete upon the date of the last signature affixed hereto. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this amendment.

Dated at Washington, D.C. this 7th day of April, 2005.

GUEST SERVICES, INC.

By: Maxine T. Mahoney

Title: President/CEO

UNITED STATES OF AMERICA

Joseph M Lawler

Regional Director
National Capital Region

ATTEST:

By: Sally A. Ellis

Title: Assistant Secretary

Date: April 7, 2005

AMENDMENT No. 7
CONCESSIONS CONTRACT NO. CC300060002
GUEST SERVICES, INC.

THIS AMENDMENT TO CONCESSIONS CONTRACT NO. CC300060002, hereinafter referred to as the "Contract," is made and entered into between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, National Capital Region, of the National Park Service, hereinafter referred to as the "Secretary," and Guest Services, Inc., a corporation organized and existing under the laws of the District of Columbia, hereinafter referred to as the "Concessioner." Collectively, they are referred to as the parties.

W I T N E S S E T H :

THAT WHEREAS, National Capital Parks-East, National Capital Parks-Central, Rock Creek Park, George Washington Memorial Parkway, and Chesapeake and Ohio Canal National Historical Park are within the National Capital Region, hereinafter referred to as the "Area," and are administered by the Secretary to conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the public enjoyment of the same in such a manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, the parties entered into Concession Contract No. CC 300060002, executed March 19, 1986, which has since been amended, so as to provide, maintain, and operate facilities and services for the public visiting the Area; and

WHEREAS, Concession Contract No. CC-CHOH001-89 for the operation known as Fletchers Boat House in the Chesapeake and Ohio Canal National Historical Park expired December 31, 2004, and the incumbent has decided to retire; and

WHEREAS, the Secretary has determined that certain capital improvements and personal property investments are necessary for the successful operation of the Boathouse at Fletchers Cove, as this operation shall henceforth be known, and that those investments are determined financially infeasible under the historic revenue structure; and

WHEREAS, the Secretary has determined that there is financial risk to the Concessioner under this contract amendment and under Amendment No. 6, which also incorporates Anacostia Marina under Concession Contract No. CC 300060002, a franchise fee reconsideration is deemed appropriate; and

WHEREAS, the Secretary has determined the services authorized under this amendment to be provided to the visiting public are necessary and appropriate; and

WHEREAS, Concession Contract No. CC 300060002 may be amended to authorize the concessioner to provide minor additional visitor services that are a reasonable extension of the existing services under 36 C.F.R. §51.76, and a continuation of visitor services at the Boathouse at Fletchers Cove is in the public interest; and

WHEREAS, the Concessioner has expressed willingness to provide public services and facilities at the Boathouse at Fletchers Cove, specifically non-motorized boat rental, bicycle rental, and retail services; and has demonstrated its qualifications to operate the Boathouse at Fletchers Cove to the satisfaction of the Secretary; and

WHEREAS, it is the intention of the Secretary to issue a concession prospectus for the Boathouse at Fletchers Cove upon expiration of Concession Contract No. CC 300060002, and

WHEREAS, there will be no right of preference in renewal for this particular operation,

NOW THEREFORE, the parties covenant and agree that Concession Contract No. CC 300060002 is amended as follows:

1. Exhibit "A" to Concession Contract No. CC 300060002 is amended by assigning government–owned structures as follows:

   The Boathouse at Fletchers Cove as Item #2 under the heading Chesapeake and Ohio Canal National Historical Park. The FMSS Numbers associated with the assigned improvements are:

   Concession Stand: 264831
   Bicycle Shed: 864832

2. Section 9 of the Concession Contract No. CC300060002 is amended by adding language as follows:

(e) The franchise fee on the total amount received or realized by, or accruing to, the Concessioner from all sales, 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 at the Boathouse at Fletchers Cove, shall be zero for the purposes for the franchise fee calculation.

3. Section 9 of the Concession Contract No. CC300060002 is amended by adding language as follows:

(e) The date of the franchise fee reconsideration, presently in a five-year cycle, is advanced one year to be concurrent with this amendment. Notwithstanding any other provisions or covenants herein, there will be no further franchise fee reconsideration through the end of the term of the contract, except by mutual written agreement between the Parties.

4. Concession Contract No. CC 300060002, Exhibit "F" is amended by adding $750,000 to each year's annual sales for the purposes of the determination of franchise fees, commencing January 1, 2005, except that the franchise fee will be no less than 3% of the revenues subject to franchise fees.

5. The Concession Contract No. CC300060002 is amended by incorporating Exhibit "G", assigning to the concessioner government owned personal property used in the operation of The Boathouse at Fletchers Cove, in the amount of $41,628.

6. Section 1(b) of Concession Contract No. CC300060002 is amended by adding language as follows:

In its building and improvement program, the Concessioner shall make capital improvements costing no less than $25,000 -specifically the construction of a ramp and a dock- within 120 days from the execution of this amendment. The Concessioner will accrue possessory interest in this capital investment as otherwise provided under the instant contract.

7. The Concessioner shall make a capital investment in personal property -specifically rental vessels as approved by the Secretary- of no less than $20,000 within 60 days of the execution of this amendment.

The execution of this amendment shall be complete upon the date of the last signature affixed hereto. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this amendment.

Dated at Washington, D.C. this 7th day of April, 2005.

GUEST SERVICES, INC.

By: Maryann T. Malaya

Title: President/CEO

UNITED STATES OF AMERICA

Joseph M. Lawler

Regional Director
National Capital Region

ATTEST:

By: Sally A. Ellis

Title: Assistant Secretary

Date: April 7, 2005

Contract Exhibit F
Fletchers Cove Personal Property

Personal Property	Quantity
Boat oars (wood with horns)	87
Boat oars (metal with horns)	7
Boat oars (no horn)	10
Canal Paddles	141
Seat cushions (3rd passenger)	25
Adult life vests	120
Adult life vests (On dock)	75
Child life vests	92
Anchor rope (Coils)	2
Bike Helmets	26
Freezer -West (Bait)	1
Refrig - Whirl (Bait)	1
Refrig -Kenmore (Bait)	1
Freezer- Amana (Bait)	1
Refrig - GE (Bait)	1
Freezer - GE	1
Freezer - Kenmore (Bait)	1
Cash registers (Sharp)	2
Hot Dog machine (Brand?)	1
Microwave (Kenmore)	1
Coffee machine (Simplex)	1
Ice machine (Brand?)	1
Fire extinguishers	2
Air compressor	1
Bait coolers	3
Wood boats (Canal only)	7
Bikes	31
Canoes (River)	25
Canoes (Need Repair)	5
Canoes (Canal)	21
Boats (River)	9
Boats (Plywood, River)	29
Locks: Canoes, Oarlock,Fence, Building	10
Chain to lock Canoes	165
Lockers	3
Lockbox	1
Large landing nets	3
Cinder blocks/lumber (winter boat storage)	1
Wooden Park Bench	1
Poopcorn Machine (Brand?)	1
Wheelbarrows	2
Shovels	2
Wheelchair	1
13 Qt. Aluminum Pot	1
Pedestal Grinder	1
100' Extension Cord	4
4' ladder	1
Sea King 1.5hp Outboard Motor	1

Evenrude 3hp Outboard Motor	1

Supplies	
Bike parts (Asst.)	1
Bike tubes (Heavy Duty)	8
Bike tires	7
Rowlocks	31
Canoe struts	11
Canoe seats	8
Galvanized nails (20p.)	75 lb.
Coated nails (8p.)	35 lb.
16oz. Sweetheart Cups	3 Box

Retail Inventory
Tackle

AMENDMENT NO. 8
CONCESSION CONTRACT CC-NACC003-86
Guest Services, Inc.
National Capital Region

This Amendment No. 8 to Concession Contract CC-NACC003-86 ("Amendment") is entered into by and between the United States, acting by the Secretary of the Interior through the Director of the National Park Service and the Regional Director of the National Capital Region (collectively, the "Secretary"), and Guest Services, Inc., a corporation organized and existing under the laws of Washington, D.C., and hereinafter referred to as the "Concessioner". (Collectively the Secretary and the Concessioner are the "Parties" and individually each is a "Party").

W I T N E S S E T H

WHEREAS, the Director and the Concessioner entered into Concession Contract CC-NACC003-86, and such Contract has been previously amended (as amended, the "Contract"), whereby the Concessioner is required and authorized to provide certain visitor services within the National Capital Region ("Region"); and

WHEREAS, the Contract provides the Concessioner a possessory interest in certain real property improvements as described in the Contract and further provides for payment to the Concessioner of the applicable value of its possessory interest in specified circumstances; and

WHEREAS, the Director and the Concessioner have agreed to a buy down of the Concessioner's possessory interest in the amount of Three Million Dollars ($3,000,000) (the "Possessory Interest Buy Down Amount") under the terms and conditions set forth in this Amendment No. 8 to the Contract.

NOW, THEREFORE, the parties, in consideration of the mutual promises set forth herein and for other good and sufficient consideration, hereby covenant and agree to and with each other as follows:

1. The Director shall pay to the Concessioner the Possessory Interest Buy Down Amount within thirty (30) days of the effective date of this Amendment No. 8.

2. Notwithstanding any terms and conditions of the Contract to the contrary, as of the effective date of this Amendment No. 8, the possessory interest value due pursuant to the terms of the Contract is reduced by $3,000,000, as such amount shall be adjusted (increased or decreased as the case may be) by the Consumer Price Index (CPI) as defined in 36 CFR Part 51 calculated from the effective date of this Amendment No. 8 to the date of payment for the Concessioner's possessory interest under the terms of the Contract; provided, however, that, should the Concessioner be awarded a new concession contract which replaces the Contract, such amount of money (as adjusted for CPI as of the effective date of such new contract) shall be deducted from

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the otherwise applicable initial leasehold surrender interest value under the terms of the new contract for all purposes of the new contract.

3. The Director and the Concessioner agree and assert that the undertakings reflected in this Amendment No. 8 are unique to the special circumstances presented by this matter and are not intended to, nor should they be construed as, precedent for any other agreement by the National Park Service or the U.S. Department of the Interior on matters of a similar type or subject matter.

4. To the extent that any provisions of this Amendment No. 8 may be considered as in conflict with the terms and conditions of the Contract or other obligations of the parties, the Director and the Concessioner agree that the provisions of this Amendment No. 8 modify or supersede such terms and conditions to the extent necessary for the effectuation of the purposes of this Amendment No. 8.

5. This Amendment No. 8 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, as specifically set forth herein. No modification of this Amendment No. 8 shall be binding unless in writing and signed by the party to be bound.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment No. 8 which shall be effective as of the last date of execution. This Amendment may be executed in counterparts.

CONCESSIONER

Guest Services, Inc.

By: Gerard T. Gabrys

Name: GERARD T. GABRYS
(printed)
Title: PRESIDENT/CEO
(printed)

Date: 11/26/10

ATTEST:

By: Daniel B. Dixon

Name: DANIEL B. DIXON
(printed)
Title:
(printed)

Date: 11/26/10

UNITED STATES OF AMERICA

By: NATIONAL PARK SERVICE

Margaret O'Dell Date: 11/27/10
Margaret O'Dell
Regional Director, National Capital Region

AMENDMENT NO. 9
CONCESSION CONTRACT CC-NACC003-86
Guest Services, Inc.
National Capital Region

This Amendment No. 9 to Concession Contract CC-NACC003-86 ("Amendment") is entered into by and between the United States, acting by the Secretary of the Interior through the Director of the National Park Service and the Regional Director of the National Capital Region (collectively, the "Secretary"), and Guest Services, Inc., a corporation organized and existing under the laws of Washington, D.C., and hereinafter referred to as the "Concessioner." (Collectively the Secretary and the Concessioner are the "Parties" and individually each is a "Party.")

WITNESSETH

WHEREAS, the Parties entered into Concession Contract CC-NACC003-86, and such contract has been previously amended (as amended, the "Contract"), whereby the Concessioner is required and authorized to provide certain visitor services within the National Capital Region, including the provision of food service in Glen Echo Park on the George Washington Memorial Parkway in Montgomery County, Maryland; and

WHEREAS, the Contract is considered a 1965 Act concession contract because the Parties entered into it under the authority of the Pub. L. No. 89-249 (Oct. 9, 1965) prior to November 13, 1998; and

WHEREAS, the Contract provides the Concessioner a possessory interest in certain real property improvements as described in the Contract and further provides for payment to the Concessioner of the applicable value of its possessory interest in specified circumstances; and

WHEREAS, after the Parties entered into the Contract, the Secretary and the government of Montgomery County, Maryland, agreed that the county would be contractually responsible for the food service concession in Glen Echo Park consistent with the June 7, 2002, Cooperative Agreement between the National Park Service and Montgomery County, Maryland, as amended; and

WHEREAS, the Secretary has the legal authority to recognize and settle certain contractual rights under 1965 Act concession contracts if equitable considerations so warrant; and

WHEREAS, the Parties consider the current case to warrant such aforementioned measures, given that Montgomery County, Maryland, will be undertaking the provision of food service in Glen Echo Park; and

WHEREAS, the Parties have agreed to settle completely the Concessioner's possessory interest under the Contract with respect to Glen Echo Park, and any additional Concessioner value under the Contract arising from other property of the Concessioner used or held for use in connection with its Glen Echo operations, (collectively, the "Possessory Interest Buy Out Amount") as set forth in the terms and conditions of this Amendment No. 9 to the Contract;

as relates to Concessioner at Glen Echo, only

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth herein and for other good and sufficient consideration, hereby covenant and agree to and with each other as follows:

1. The Secretary shall pay to the Concessioner the Possessory Interest Buy Out Amount within ninety (90) days of the Effective Date of this Amendment No. 9. The Effective Date shall be the date of the last signature affixed to this Amendment No. 9.

2. Notwithstanding any terms and conditions of the Contract to the contrary, as of the Effective Date of this Amendment No. 9, the complete Possessory Interest Buy Out Amount due to the Concessioner under the Contract with respect to all aspects of the Glen Echo Park operation is One-Hundred-Seventy-Eight-Thousand -Nine-Hundred-and-Thirty-Nine Dollars ($178,939).

3. Release of Claims - Existing Possessory Interest: As consideration for this Agreement, as of the Effective Date of this Amendment No. 9, the Concessioner on behalf of itself, its successors and assigns, hereby releases, acquits and forever discharges the United States and its assigns 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, which the Concessioner may have now or which may arise in the future because of or in any way growing out of or connected with (a) any actual or alleged possessory interest as defined under Pub. L. No. 89-249, or actual or alleged compensation for such possessory interest under the Contract, or (b) any action by or omission of the United States prior to the Effective Date of this Amendment No. 9 relating to the Contract, except for those matters arising from any fraud or intentional misrepresentation on the part of the United States.

4. The Parties agree and assert that the undertakings reflected in this Amendment No. 9 are unique to the special circumstances presented by this matter and are not intended to, nor should they be construed as, precedent for any other agreement by the National Park Service or the U.S. Department of the Interior on matters of a similar type or subject matter.

5. To the extent that any provisions of this Amendment No. 9 may be considered as in conflict with the terms and conditions of the Contract or other obligations of the Parties, the Parties hereby agree that the provisions of this Amendment No. 9 modify or supersede such terms and conditions to the extent necessary for the effectuation of the purposes of this Amendment No. 9.

6. Amendment No. 3 of the Contract, dated May 19, 1998, is hereby amended by deleting sentence 2.b, which read: "Glen Echo Park snack bar as item 2 under George Washington Memorial Parkway."

7. This Amendment No. 9 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, as specifically set forth herein. No modification of this Amendment No. 9 shall be binding unless in writing and signed by the party to be bound.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Amendment No.9 which shall be effective as of the last date of execution. This Amendment may be executed in counterparts.

CONCESSIONER

Guest Services, Inc.

By: [signature]

Name: GERARD T. GABRYS
(print)

Title: President/CEO
(print)

Date: 11/19/12

ATTEST:

By: [signature]

Name: Douglas H. Verner
(print)

Title: Secretary
(print)

Date: Nov. 19, 2012

UNITED STATES OF AMERICA

By: NATIONAL PARK SERVICE

Lisa A Mendelson-Telmini Date: 11/15/2012
Stephen E. Whitesell
Deputy Regional Director
National Capital Region

Exhibit E--Maintenance Plan

I. Introduction

This Maintenance Plan between Guest Services, Inc. (hereinafter referred to as the "Concessioner") and National Capital Parks-East, (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract TC-NACE-0006-07 (hereinafter referred to as the "CONTRACT"). It sets forth the maintenance responsibilities of the Concessioner and Service with regard to those lands and facilities within National Capital Parks-East which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any apparent conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of National Capital Parks-East. Revisions may not be inconsistent with the terms and conditions of the main body of this CONTRACT. Revisions must be reasonable and in furtherance of the purposes of this CONTRACT.

II. Concessioner's Maintenance Responsibilities

The Concessioner is responsible for the operation, all maintenance, repair, and upkeep of buildings, facilities, grounds, roads, utility systems, and related equipment and property within the assigned area consistent with the Service's Marina Maintenance Standards.

The Concessioner will not be held liable for the correction of pre-existing deficiencies identified under the Environmental Audit attached as Exhibit G if the cost of remediation exceeds $5,000, as estimated by the parties. The Concessioner is responsible for the maintenance of these deficiencies once remedied.

Prior specific written approval is required from the Superintendent for any work which will result in major alterations, changes, or modifications to assigned improvements. The Concessioner is not responsible for major rehabilitation or replacement of the marina structures. This clause does not apply to routine work which does not change the nature, appearance, or value of the facility. Routine maintenance standards are outlined below.

A. Office Building and Storage Sheds

The Concessioner is responsible for all interior and exterior maintenance, repair, and upkeep of the existing structures. Painting or staining of the structures is to be accomplished at intervals not to exceed three (3) years, or sooner if determined necessary. All finishes, interior and exterior, shall be maintained using the same colors and types of materials as are currently in use on the structure.

The Concessioner is responsible for providing and maintaining in a serviceable condition all interior safety equipment, such as smoke detectors, fire extinguishers, and other appurtenances as are necessary for the protection of the public and assigned improvements.

B. Bulkheads, Docks, Ramps, and other Marina Facilities

The Concessioner is responsible for all maintenance, operation, repair, and upkeep, of the marina facilities within the assigned area. This includes the docks, ramps, piers, pilings, and other facilities related to the storage of, and access to, boats in wet and dry slips. The Concessioner shall be responsible for all maintenance, repair, and upkeep of marina facilities, but is not responsible for major rehabilitation or replacement of the structures.

The Concessioner shall not be held responsible for maintenance dredging within the assigned area under this CONTRACT.

Service standards for dock and ramp maintenance state:

> The dock surface, flotation, and ramps must be in good repair, properly positioned, and secured. Docks must be sturdy, free of large cracks, uneven or broken planks, etc. Railings, where required, are to be in good repair and sturdy enough to support visitor use.

The Concessioner is responsible for maintenance, repair, upkeep, and/or replacement of the marine sanitation device (pumpout station).

The Concessioner is responsible for all maintenance, operation, and upkeep of the parking lot.

Replacement of any pilings require prior written approval from the Superintendent of National Capital Parks-East and permitting from the Army Corps of Engineers.

C. Grounds, Landscaping, and Pest management

The Concessioner is responsible for all grounds maintenance within the assigned area, except as otherwise described herein. The Service 's general standard for grounds includes the following:

> Grounds shall be well maintained, properly illuminated, uncluttered, and free of litter and debris. This will include facility entrances, stairways, parking areas, trails, driveways, walkways, and other areas for which the Concessioner is responsible or as outlined in the land assignment.

Specific responsibilities include:

Vegetation - The Concessioner is responsible for all mowing, weeding, trimming, watering, and other activities related to turf and vegetation care. The Concessioner must develop an Integrated Pest Management Plan (IPMP) to include, but is not limited to, the nature and frequency of use of any chemicals, fertilizer, pesticides, or herbicides, and request written approval from the Superintendent of National Capital Parks-East prior to use. The control of weeds and pests by chemical and other means is subject to Service approval.

Landscaping Changes - Any proposed landscaping work which will change, alter, or modify the grounds must be approved in writing in advance by the Superintendent of National Capital Parks-East .

D. Refuse Management

The Concessioner is responsible for collection and disposal of all litter, rubbish, debris, and other refuse within the assigned area. The general Service standard for this activity states:

> The Concessioner shall provide an effective system for the collection and disposal of garbage and trash within its area of responsibility. Waste should not accumulate in trash containers to the point of overflowing. Trash containers shall be conveniently located and in sufficient quantity to handle the needs of the area. Refuse shall be stored in receptacles which are covered, waterproof, and which comply with all relevant construction standards (such as bear and vermin proof), as specified by the Service. State and/or county codes shall also be followed if applicable.

The Concessioner shall use adequate, Service-approved trash and garbage containers. The Concessioner shall be responsible for providing trash containers in sufficient number and in appropriate locations. These containers will be clean, well maintained, serviceable, and the surrounding area free of spills, waste, and reasonably odor-free. The Concessioner will be responsible for removal from the park of all solid waste collected within the assigned area. Collection and removal of solid waste shall be made in a prompt and complete manner.

Recycling - The Concessioner will provide separate containers for the collection of aluminum cans. The containers will be sturdy, well maintained and conspicuously labeled. The aluminum cans collected shall be returned to the recycling market.

The Concessioner is encouraged to implement other recycling opportunities for visitors such as collection of glass and/or plastics. The Service shall be notified of any additional recycling programs implemented within fourteen (14) calendar days from the date of implementation.

Batteries and waste oil will be disposed of properly and records will be kept for a minimum of three (3) years.

E. Roads, Parking Areas and Walkways

The Concessioner is responsible for all maintenance, repair, and upkeep of all walkways within the assigned area.

The Concessioner is responsible for sweeping, surface repair, erosion control, and snow removal of all roads, parking areas, and walkways within the assigned area. All walking surfaces, including roads and parking areas, are to be consistently clean and swept free of debris, obstacles, or other hazards.

F. Signs

The Service's guidelines for Concessioner's signing state:

> Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature shall be prepared in a professional manner, consistent with Service standards, appropriate for the purpose they serve, and be approved by the Superintendent prior to installation.

The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within the assigned area.

G. Utilities

(1) ELECTRICAL: The Concessioner is responsible for maintenance of all electrical lines and equipment and all fixtures, including street lamps, within the assigned area. The Concessioner is responsible for ensuring that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

All electrical work or rewiring of existing facilities shall be inspected at the Concessioner's expense, and the inspector must certify to the Service that the installation meets code.

(2) WATER AND SEWER: All maintenance, repair, upkeep, and replacement of the water and sewer lines within the assigned area, exclusive of the water and sewer mains, is the responsibility of the Concessioner. This includes, but is not limited to, all branch and feeder lines, spigots, hydrants, valves, and backflow prevention devices.

The Concessioner will not be held responsible for water and sewer line repair within the assigned area if the cause of such repair is determined by both parties to be the direct result of infrastructure deficiencies existing prior to January 1, 2008.

H. Comfort Station

The Concessioner is responsible for all maintenance of the existing comfort station, including daily cleaning, and stocking with soap and paper products. The Service must approve all work before beginning.

III. Service Maintenance Responsibilities

A. Landscaping and Grounds

The Service is responsible for all tree trimming and removal of hazardous trees.

IV. Inspections

The Superintendent will have access to all Concessioner facilities at all times to conduct periodic evaluations and other required inspections.

Formal periodic evaluations and inspections of the Concessioner's facilities and operations will be conducted by the Concession Specialist several times annually. The purpose of such inspections is to identify any operational deficiencies or maintenance needs and to assign responsibilities for correction.

Exhibit A--Operating Plan

I. Introduction

This Operating Plan between Guest Services, Inc. (hereinafter referred to as the "Concessioner") and National Capital Parks-East (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract TC-NACE-0006-07 (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and SERVICE with regard to those lands and facilities within National Capital Parks-East which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of National Capital Parks-East.

Any revisions shall not be inconsistent with the main body of this CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

II. Management and Organization

A. Concessioner

(1) Concession operation and management will be under the direct supervision of the President, Guest Services, Inc.
(2) The Concessioner will employ a staff with the expertise to operate all of the services required and/or authorized under the concessions CONTRACT.

B. Service

(1) National Capital Parks-East Superintendent and Deputy Superintendent manage total park operation and make decisions related to the concession CONTRACT.
(2) The Concession Specialist is designated to handle routine concession operations, conduct evaluations and inspections, communicate with the Concessioner throughout the year, and act as liaison between the Concessioner and the Superintendent.

III. Concession Services and Operations

A. Required Services:

The concessioner is required to provide the following visitor services at James Creek Marina during the term of this CONTRACT.

(1) Marine Vessel wet Storage
(2) Vehicle Parking Lot
(3) Fuel Sales

(4) Incidental retail sales of marine related merchandise
(5) Vending

B. Authorized Services:

The Concessioner is authorized, but not required, to provide the following visitor services at James Creek Marina: None

C. Operational

The operation of services and facilities authorized by the CONTRACT will conform to the evaluation standards set forth in Service Guidelines and with this operating plan.

All services and facilities operated by the Concessioner will be evaluated by the Service. These evaluations will include inspections of facilities assigned to the Concessioner to ensure public safety and health, to identify maintenance and operating deficiencies, and to ensure that the quality of the services provided are satisfactory.

The Concessioner will cooperate with the National Park Service in conducting the inspections and will be responsive to dates assigned for correction of deficiencies or responding to abatement plans for correction of deficiencies.

C. Rates

All rates charged by the Concessioner must be submitted in writing to the Superintendent for approval at least 60 days prior to implementation. Requests for rate approval actions will require at least 15 days for official review and response.

Approval of rates charged by the Concessioner will be based on comparability with other operations offering similar services and facilities in the private sector. Comparability studies will be conducted in accordance with Service guidelines. Selection of comparables is the responsibility of the Superintendent. The Concessioner is, however, permitted to assist in gathering information and data pertinent to selection of the comparables.

Comparables, once established, will not ordinarily be changed, unless significant changes occur to the operations of either the Concessioner or the comparable(s) which would deem the comparable inappropriate. Comparables will be reviewed upon each rate request submission.

D. Season and Hours of Operation

The Concessioner will provide required services year round. The office hours shall be prominently displayed at the marina so as to be easily visible to the public.

The Concessioner may close on Thanksgiving, Christmas Day, and New Year's Day. The Concessioner may close December 24th and 31st at noon upon expressed approval by the Superintendent. Any deviation from this schedule shall be submitted as a request to the Superintendent.

The Concessioner may open at 9:00AM (M-F) if and when the Government is on a delayed schedule.

~~Spring/Summer (April 15 – September 14)~~

~~Office:~~	~~6:30AM – 5:00PM (M – F)~~
	~~9:00AM – 5:00PM (Sat. – Sun.)~~
~~Fuel Dock:~~	~~7:00AM – 7:45PM (M – F)~~
	~~9:00AM – 7:45PM (Sat. – Sun.)~~

~~Fall/Winter (September 15 – April 14)~~

~~Office:~~	~~6:30AM – 5:00PM (M – F)~~
	~~9:00AM – 5:00PM (Sat.)~~
	~~Sunday by Appointment~~
~~Fuel Dock:~~	~~7:00AM – 5:00PM (M – F)~~ 45
	~~9:00AM – 5:00PM (Sat. – Sun.)~~

Operating Hours:
M-F (including weekends)
9:00am - 5:00pm

Closed Thanksgiving, Christmas
New Years Day
12 NOON DAY AFTER CHRISTMAS

E. Staffing and Employment

The Concessioner will hire a sufficient number of employees to ensure satisfactory services and to adequately maintain the facilities within the assigned area. Staffing needs are to be met during shoulder and off seasons as well as during peak operating periods.

All employees dealing with the public will be required to wear a uniform and name tag by which they will be readily identifiable as employees of the Concessioner. Such clothing is to be clean and in good condition, and worn at all times the employee is on duty.

The Concessioner shall not discriminate against any individual because of race, creed, color, age, sex, national origin, or physical or mental handicap.

F. Training

The Concessioner will provide each employee with adequate training applicable to the employee's job assignment.

G. Boat Slip Leases and Marina Rules

The Concessioner shall submit its proposed rental agreement and marina operating rules to the Superintendent for review and approval prior to annual implementation.

The Concessioner shall abide by, and require as a condition of the slip lease agreement, that all slipholders abide by all applicable Federal and District of Columbia laws, and National Park Service regulations. The Concessioner shall post marina rules and regulations on bulletin boards within the marina.

The Concessioner will insure all boats within the Concessioner's land assignment have a current slip lease agreement or are vessels owned by the Concessioner as outlined in this CONTRACT.

The Concessioner shall require, as a condition of the slip lease agreement, that boat owners maintain their boats in overall good condition, seaworthy, with the bilges reasonably clean and the hull and structure generally sound. Boat owners must maintain current insurance on vessels stored in the marina. Boats shall not be allowed to become unsightly or reduced to a dilapidated condition. Normal and routine boat maintenance work is allowed; however, extensive repairs, beyond normal maintenance procedures, require the boat to be relocated outside the concession to an area suitable for the intended work. The Concessioner shall include in the rental agreement a clause reserving the right to request a copy of a recent National Association of Marine Survey (NAMS) certified marine survey as a condition of the lease agreement.

The Concessioner shall inform all slipholders in writing and as part of the lease agreement that living aboard boats at the marina is not permitted. A "live aboard" is defined as someone who stays on board a boat in the marina for four (4) or more nights in any seven (7) day period more than three (3) times in any twelve (12) month calendar period. Responsibility for enforcement of this restriction rests with the Concessioner. Lease agreements for slipholders who violate this provision must be terminated.

The Concessioner will insure that all public areas, including the docks and land areas adjacent to the slips, are well maintained and kept clear of personal property of slipholders. The Concessioner shall require of slipholders that personal property (such as furniture, barbecue grills, etc.) and other safety hazards, including but not limited to trash, equipment, paint, and fuel containers are not left on the docks or other public areas.

The Concessioner shall not allow storage of boat trailers.

The Concessioner shall insure that all aspects of marina operations are conducted in accordance with all Applicable Laws, codes, regulations. and other requirements. This requirement includes, but is not limited to, boat maintenance activities, use of hazardous materials, storage of fuels, refueling boats, and other operation where environmental, hazmat, safety, and other requirements may be particularly stringent.

H. Public Information and Advertising

All advertisements, brochures, and other public information shall be submitted to the Superintendent for approval prior to publication or broadcast. Billboard advertising is prohibited. Boat sales or brokering on park property is prohibited. "For Sale" signs or other forms of advertising are not permitted on boats.

I. Security and Protection

The Concessioner is responsible for securing buildings, equipment, and facilities under its control, and for providing and maintaining fire extinguishers, smoke detectors, and other safety and security devices as may be necessary.

The United States Park Police are responsible for law enforcement, public safety, and emergency response within the National Capital Parks-East. Routine law enforcement patrols may include James Creek Marina, but are not a substitute for Concessioner-provided security patrols.

The District of Columbia Fire Department is responsible for responding to all fires and medical emergencies within James Creek Marina.

The Concessioner shall immediately report any fires, medical emergencies, accidents, or other incidents to the United States Park Police dispatcher by calling (202) 619-7300.

J. Utilities

Utility services will be obtained by the Concessioner from commercial sources at its own expense.

K. Environmental Management Systems

(1) The Concessioner shall participate in the District of Columbia Clean Marina program.

(2) The Concessioner will maintain up to date Best Management Procedures (BMP) on the handling of emergencies, hazardous materials, solid waste and recycling.

(3) Receipts and records for the disposal of waste oil and batteries will be maintained by the Concessioner for a period of three years.

(4) The Concessioner is responsible for reporting any hazardous material spills or boat sinkings to the Coast Guard and the Superintendent.

L. Safety

It is the responsibility of the Concessioner to provide a safe and healthful environment for all of its visitors and employees. The Concessioner will develop, maintain, and implement a documented Risk Management Program to be approved by the Superintendent in accordance with the Occupational Safety and Health Act and the Service's concession risk management program. The program will be reviewed annually and coordinated with the Park's documented safety program. The program will include:

(1) An annual summary listing of injuries, accident types and employee lost days is to be provided to the Superintendent for analysis. The summary should compare the present year to the same data from the previous year.

(2) The Concessioner is to develop a risk management program where all safety requirements must be adequately addressed for all facilities and services. The plan will include a list of personal protective equipment as well as a policy governing its use.

(3) Annually the Concessioner is to conduct an inspection of all concession facilities including marina grounds and docks as well as all equipment. Inspection is a documented examination of all equipment, facilities, visitor activities, and work processes to determine compliance with established safety and occupational health regulations.

(4) A year-end evaluation will be conducted by Service of the Concessioner safety program, records, and statistical information. Evaluation is an annual on-site review of the concessioner safety program to determine if the Concessioner is meeting the elements of this standard.

M. Lost and Found Items

Unattended or found items which are discovered by or turned over to the Concessioner are to be subsequently turned over to the United States Park Police District Sub-station if not claimed by a visitor within 24 hours.

IV. Reporting Requirements

A. The concessioner shall submit public use reports by the 15th working day of each month with a complete account of the number of visitors in the attached format.

Month:	Number	Revenue
Wet Slipholders		
Parking Lot Users		
Retail Customers		
Fuel Customers		
Total:		

B. As renewed the Concessioner shall provide a copy of all operating permits, licenses and certifications.
C. Any inspection reports conducted by outside agencies (i.e., fire department, OSHA) shall be submitted to the Superintendent within fourteen (14) calendar days.
D. Summary of Initial and Recurring Due Dates

Title	Schedule	Due Date	Reference
Balance Sheet	N/A	N/A	N/A
Environmental Management Plan	Initial/Annually	Within 60 days of execution of this Contract; annual updates yearly	Contract, Sec. 6(b)(1)
Risk Management Plan	Initial/Annually	Within 60 days of execution of this Contract; annual updates yearly	Operating Plan, Sec. L
Visitation Report	Monthly	15th of each month	Operating Plan, Sec. IV.,A
Financial Report	Annually	Not later than 120 days after the last day of the concessioner's fiscal year	Contract, Sec. 13 B(1)
Certificate of Insurance	Annually	At time of purchase and annually thereafter	Contract, Sec. 11B(3)