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ASSIGNMENT, ACCEPTANCE and APPROVAL DOCUMENT

Glacier Bay National Park

ASSIGNMENT

For value received, Brad Rice, (hereinafter referred to as the "Seller"), hereby sells, subject to the approval of the Secretary of the Interior acting through the National Park Service, as of the date of approval by the Secretary of the Interior, to Whale Song Adventures, LLC (hereinafter referred to as the "Purchaser") all of their right, title and interest in the membership interests of Concession Contract No. CC-GLBA016-06 (hereinafter referred to as the "Contract") entered into between the Secretary of the Interior and the Concessioner as of January 1, 2006, granting the right to operate a concession at Glacier Bay National Park and Preserve.

Executed in triple at Tuxedo AK this 9th day of February, 2008

WITNESS/ATTEST

Brad Rice

Signature Tamara Rice

Signature Brad Rice

By Tamara Rice

By Brad Rice

Title Witness

Title Seller

ACCEPTANCE

The undersigned, the named Purchasers and Concessioner in the above LLC membership interest sale, hereby accept the same and agrees, subject to the approval of the Secretary of the Interior acting through the National Park Service, to carry out fully and to perform all of the obligations imposed upon the Concessioner by the terms and provisions of the Contract from and after the date of approval by the Secretary. The undersigned Purchasers and Concessioner further understand and agree to the following conditions of the Secretary's approval of this sale:

1. Within 60 days of the date of approval of the Assignment, a balance sheet as of the effective date of the Assignment will be submitted for the approval of the Secretary.
2. Assets acquired by the Assignee from the Assignor must be recorded at an amount that will not exceed fair value as defined in the Contract, or if the Contract does not define fair value for a particular class of assets, an amount that will not exceed the fair market value of the asset.
3. To assume all obligations of the Contract incurred by the Assignor prior to the effective date of the Assignment if the Assignor fails to perform them, including, but not limited to, payment of franchise fees, payment of utilities provided by the National Park Service, and deposits to capital and government improvement accounts, if any.

4. Within 60 days after approval of the Assignment, a copy of an itemized Bill of Sale covering all transferred assets will be provided to the National Park Service.
5. The purchase price or any debt to be incurred in connection with the Assignment will not be used at any time by the Assignee or any related party as justification for:
 - a. An increase in rates to be charged to the public;
 - b. A waiver or reduction of franchise fees or other Contract requirements; or
 - c. Any claim that the terms of the Contract do not provide a reasonable opportunity for profit.
6. The National Park Service, when developing the requirements of any subsequent concession contract for this operation, will not take into account the purchase price or any outstanding debt resulting from this Assignment. Franchise fees and other contract obligations for the subsequent concession contract will be established based on the probable value to a concessioner of the authorization as determined by the National Park Service. The Assignee assumes all risk in this connection.
7. In the event that the Assignee is not awarded a subsequent concession contract, neither the National Park Service nor the successor concessioner will bear any liability for any debt incurred by the Assignee in connection with this Assignment.
8. The Assignee represents that it has not been advised by the National Park Service or any official of the United States government that the National Park Service or other government official considers the terms of this transaction to be reasonable or that the Assignee may expect to earn a profit under the terms of the Contract and this transaction.
9. Approval of this Assignment by the Secretary in no manner implies the existence or absence of or grants or denies any preferential right to the award of any subsequent concession contract, and Assignee waives any right to assert any preferential right or other benefit based on approval of this Assignment by the Secretary. This approval does not impact any preferential right assignee may have under statute or regulation.
10. Assignee will not utilize this approval in any form or manner, including, but not limited to, any litigation, proceeding or hearing, involving the National Park Service or the United States of America, as evidence of any fact or matter other than that the National Park Service approved the Assignment in accordance with Section 408 of the National Park Service Concessions Management Improvement Act of 1998 (P.L. 105-391).
11. Notwithstanding any representations made by the Assignee to the National Park Service or the Assignor or other persons as to the value of the Contract or possessory interest, if any, or as to any other matters related to this transaction, the National Park Service, by approving this Assignment, expressly is not agreeing to, approving or concurring in any such representations. The National Park Service reserves the right to challenge any representations made by the Assignee in any future matters concerning the Contract and the National Park Service, including, but not limited to, the value of any possessory interest granted by the Contract, if any.

12. That, to the extent that the Assignor may have been allocated user days or other access privileges to the park area for the purposes of the Contract, such allocations are subject to change or elimination by the National Park Service and that the Contract does not grant such allocations as a matter of right to the Assignee or any subsequent concessioner.

13. The approval of this Assignment by the Secretary shall not be construed, in any manner, as amending, altering or waiving any terms and conditions of the Contract.

14. The approval of this Assignment by the Secretary does not in and of itself constitute approval of any financial transaction or encumbrance associated with this Assignment. If such financial transaction or encumbrance must by law be approved by the Secretary, the Secretary's approval of any such associated financial transaction or encumbrance, if granted, will be provided in a separate document.

Executed in triple at JUNEAU AK this 9th day of Feb, 2008

WITNESSES/ATTEST

John "Rusty" Owen
Whale Song Adventures, LLC

Signature Tamara Rice

Signature John P Owen

By Tamara Rice

By John P. Owen

Title Witness

Title PURCHASER

APPROVAL

The foregoing Assignment and Acceptance of Concession Contract No. CC- CC-GLBA016-06 is hereby considered as duly sold by Seller, to the Buyer, effective as of the date set forth below, subject to agreement to and satisfactory performance by the Purchasers and Concessioner of the conditions set forth above.

Executed in triple at GLACIER BAY this 19th day of FEBRUARY, 2008

SECRETARY OF THE INTERIOR

By 
Superintendent
Glacier Bay National Park & Preserve