

## **Attachment A - Transition Plan TRANSITION TO A NEW OPERATOR**

### **SEC 1. GENERAL**

The Director and the Operator hereby agree that, in the event of the expiration or termination of this Legal Authorization for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Operator is not to continue the operations authorized under this Legal Authorization after the Termination Date, the Director and the Operator in good faith will fully cooperate with one another and with the new operator or operators selected by the Director ("New Operator" for purposes of this exhibit), to achieve an orderly transition of operations in order to avoid disruption of services and minimize transition expenses.

### **SEC. 2. COOPERATION PRIOR TO THE TERMINATION DATE**

At such time as the Director may notify the Operator that it will not continue its operations upon the Termination of this Legal Authorization, the Operator, notwithstanding such notification, shall undertake the following tasks.

#### **(a) Continue Operations**

The Operator shall continue to provide visitor services and otherwise comply with the terms of the Legal Authorization in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously with a view to maintaining customer satisfaction.

#### **(b) Continue Bookings**

(1) The Operator shall continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken. The Operator shall not divert any bookings to other facilities managed or owned by the Operator or any affiliate of the Operator.

The Operator shall notify all guests with bookings for any period after the Termination Date that the New Operator will operate the facilities and services.

(2) Promptly following notification to the Operator by the Director of the selection of the New Operator, the Operator shall provide the New Operator with a copy of Operator's reservation log for visitor services as of the last day of the month prior to the selection of the New Operator. The Operator thereafter shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The reservation log shall include, without limitation, the name of each guest, and the guest's address, contact information, dates of stay, rate quoted, amount of advance deposit received, and confirmation number, if applicable.

#### **(c) Designating a Point of Contact and Other Actions**

(1) The Operator shall designate one of the Operator's executives as the point of contact for communications between the Operator and the New Operator.

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(2) The Operator shall provide the New Operator with access to all Facilities, including “back-of-house areas”. The Operator also shall provide the New Operator copies of the keys to all Facilities.

(3) The Operator shall provide the Director and the New Operator full access to the books and records, licenses, and all other materials pertaining to all Facilities and the Operator’s operations in general.

(4) The Operator shall provide the Director and the New Operator with copies of all maintenance agreements, equipment leases (including short-wave radio), service contracts, and supply contracts, including contracts for on-order merchandise (collectively “contracts”), and copies of all liquor licenses and other licenses and permits (collectively “licenses”).

(5) The Operator shall allow the New Operator to solicit and interview for employment all of the operator’s salaried and hourly employees, including seasonal employees, through a coordinated process implemented by the Operator.

(6) The Operator shall not enter into any contracts or agreements that would be binding on any Concession Facilities or concession operations in general after the Termination Date without the prior written agreement of the New Operator.

### **(d) Financial Reports**

Within 30 days after receipt of the notification of the selection of the New Operator, the Operator shall provide the New Operator with a financial report with respect to the operation of the Facilities and the Operator’s operations in general as of the last day of the month prior to receipt of such notification. The Operator, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Facilities, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.

### **(e) Personal Property List**

The Operator shall provide the New Operator with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Operator in connection with its operations under the Legal Authorization (including a list of such items that are on order). The Operator must provide the list to the New Operator within 30 days following receipt of the notification of the selection of the New Operator. The Operator, thereafter, shall update the list on a monthly basis. The Operator shall designate those items that the Operator believes are essential to maintaining the continuity of operations or the special character of the operations. The Operator shall assist the New Operator in reviewing and validating the list.

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### **(f) Other Information and Reports**

The Operator shall provide the New Operator with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Operator's operations for the period of one year prior to notification of the selection of the New Operator. The Operator must also provide complete information on the following to the New Operator: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Operator must provide all such information within 30 days after receipt of notification of the selection of the New Operator and update the information periodically (but no less frequently than 30 days) until the Termination Date.

### **(g) Other Cooperation**

The Operator shall provide the Director and the New Operator with such other cooperation as reasonably may be requested.

## **SEC. 3. COOPERATION UPON THE TERMINATION DATE**

Upon the Termination Date, the Operator shall undertake the following activities.

### **(a) Transfer of Contracts and Licenses**

The Operator shall cooperate with the transfer or assignment of all contracts and licenses entered into by the Operator that the New Operator elects to assume.

### **(b) Reservation Systems**

The Operator shall cooperate with the transfer of reservation information by:

(i) Providing the New Operator with an update of the reservation log through the Termination Date;

(ii) Disconnecting its operations from the Operator's centralized reservation system, if any; and

(iii) Assisting the New Operator in transitioning to the New Operator's reservation system.

### **(c) Fees and Payments**

No later than 10 days after the Termination Date, the Operator shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Legal Authorization as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees and charges. The

Operator, within 10 days of its delivery to the Director of this itemized statement, shall pay such fees and payments to the Director. The Operator and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

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### **(d) Access to Records**

The Operator shall make available to the Director for the Director's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Operator's possession or control that in the opinion of the Director are related to or necessary for orderly and continued operations of the related facilities and services, notwithstanding any other provision of this Legal Authorization to the contrary.

### **(e) Removal of Marks**

The Operator shall remove (with no compensation to Operator) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Operator within 30 days after Termination.

### **(f) Other Cooperation**

The Operator shall provide the Director and the New Operator with such other cooperation as reasonably may be requested.