

GLACIER BAY NATIONAL PARK AND PRESERVE CONCESSIONS, LLC
d.b.a.: Glacier Bay Lodge and Tours
CONCESSION CONTRACT CC-GLBA001-04 - AMENDMENT NO. 2

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay National Park and Preserve Concessions, LLC, a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-04 on April 8, 2004, as amended by Amendment No. 1, dated March 25, 2007 (as amended, the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period April 8, 2004 through December 31, 2013; and

WHEREAS, the Concessioner has requested, and the Secretary has agreed, to eliminate the obligation the Concessioner has in Section 9(d) of the Contract to construct a new maintenance shed and new employee housing in exchange for the Concessioner transferring without compensation certain Concessioner owned personal property and all of the Concessioner's leasehold surrender interest provided for in the Contract. The personal property to be transferred to the National Park Service (NPS) will be only the property identified by NPS for transfer from the total of all personal property owned by the Concessioner and used in by the Concessioner in the performance of this Contract and located in Gustavus, AK. Concessioner owned personal property which the NPS does not identify for transfer shall remain the personal property of the Concessioner.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-04 is hereby amended, effective on [insert date] as follows:

[Language to be added to and become a part of the contract is displayed below in **bold and underlined** print. Language to be deleted from and no longer a part of the contract is displayed below in a strike-out format.]

1. Section 9 (d) is amended as follows:
“(d) Concession Facilities Improvement Program

(1) The Concessioner shall undertake and complete an improvement program (hereinafter "Concession Facilities Improvement Program") costing no more than ~~\$1,665,000~~ **\$140,000** (in 2002 dollars) as adjusted for each project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Labor's CPI-U Index, as published by the Department of Labor.

*** GLACIER BAY NATIONAL PARK & PRESERVE ***
*** ALASKA REGION - NATIONAL PARK SERVICE ***

(2) The Concession Facilities Improvement Program is:

PROJECT	ESTIMATED COST OF PROJECT	START DATE	COMPLETION DATE
(1) Deferred Maintenance	\$115,000	2004	May 1, 2007
(2) Replace Phone System	\$25,000	2004	May 1, 2005
(3) Construct New Maintenance Shed	\$25,000	2005	May 1, 2009
(4) Construct New Employee Housing	\$1,500,000	2005	May 1, 2009
(5) Complete Planning and Design for New Employee Housing and New Maintenance Shed	{Estimated Cost is included in projects 3 and 4 above}	2006	May 1, 2008
TOTAL, Required Building Program	\$1,665,000 \$140,000		

3. Section 16 (d) is amended as follows:

(2) Upon termination of this CONTRACT for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this CONTRACT, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this CONTRACT for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). **Concessioner will transfer, without compensation, the portion of Concessioner's personal property identified by the Director for transfer. Property transferred shall become government personal property and Concessioner shall not be obligated to remove the property transferred to the Director.**

4. **Notwithstanding any terms and conditions of the Contract to the contrary, the leasehold surrender interest value in capital improvements under the terms of this CONTRACT is zero (\$0) dollars. This amendment constitutes the payment of just compensation for all leasehold surrender interest within the meaning of this CONTRACT and for all other purposes.**

5. In all other respects, the Contract shall remain in full force and effect.

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

*** GLACIER BAY NATIONAL PARK & PRESERVE ***
 *** ALASKA REGION - NATIONAL PARK SERVICE ***

Executed in triplicate, at Anchorage, Alaska, this 12th day of September,
2012.

**Glacier Bay National Park and Preserve
Concessions, LLC**

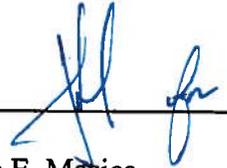
United States of America

By:

BY 

Name: David Zentig

Title: VP / Finance / CFO

BY 

Name: Sue E. Masica

Title: Regional Director, Alaska Region
National Park Service

Attest: 

Name: Dominic Canale

Title: District Manager