ASSIGNMENT, ACCEPTANCE AND APPROVAL DOCUMENT

ASSIGNMENT

For value received, Vernon W. Schumacher, a sole proprietor, dba Northern Lights Haven (hereinafter referred to as the "Seller"), hereby assigns, 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 Vernon W. Schumacher and Jill Schumacher, a partnership, dba Northern Lights Haven (hereinafter referred to as the "Assignee") all of right, title and interest in Vernon W. Schumacher, a sole proprietor dba Northern Lights Haven, which holds Concession Contract No. CC-GLBA020-05 (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 triplicate at BARTLETT COVE this 9TH day of MARCH, 2011

WITNESS/ATTEST	**Vernon W. Schumacher**
Signature	Signature
By DAVID NEMETH	By VERNON W. SCHUMACHER
Title GLACIER BAY NP CHIEF OF CONCESSIONS	Title OWNER

ACCEPTANCE

The undersigned, the Assignee named in the above Assignment, 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 Assignee 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 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 triplicate at BARTLETT COVE this 9th day of MARCH, 2011

WITNESSES/ATTEST	**Vernon W. Schumacher**
Signature	Signature Vernon W Schumacher
By DAVID NEMETH	By Vernon W Schumacher
Title GBNP-CHIEF of concessions	Title Owner

WITNESSES/ATTEST	**Jill Schumacher**
Signature	Signature Jill Schumacher
By DAVID NEMETH	By Jill Schumacher
Title GBNP-CHIEF of concessions	Title OWNER

APPROVAL

The foregoing Assignment and Acceptance are hereby approved and Concession Contract No. CC-GLBA020-05 is hereby considered as duly assigned by Vernon W. Schumacher, a sole proprietor dba Northern Lights Haven to Vernon W. Schumacher and Jill Schumacher, a partnership dba Northern Lights Haven effective as of the date set forth below, subject to agreement to and satisfactory performance by the Assignee of the conditions set forth above.

Executed in triplicate at BARTLETT COVE this 9th day of MARCH, 2011

SECRETARY OF THE INTERIOR

By Susan L Boudreau

Susan Boudreau, Superintendent
National Park Service, Glacier Bay National Park & Preserve