

**EXHIBIT 9****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 Agreement for any reason (either event hereinafter a "Termination" for purposes of this Exhibit) and the Operator is not authorized to continue the operations authorized under this Agreement after the effective date of the Termination ("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 to continue such operations ("New Operator" for purposes of this Exhibit), to achieve an orderly transition of operations to avoid disruption of services to Park visitors 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 Agreement, the Operator, notwithstanding such notification, must undertake the following tasks.

**A. Continue Operations**

The Operator must continue to provide visitor services and otherwise comply with the terms of the Agreement 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.

**1. Designating a Point of Contact and Other Actions**

- a. The Operator must designate one of the Operator's executives as the point of contact for communications between the Operator and the New Operator.
- b. The Operator must provide the New Operator with access to all Premises, including "back-of-house areas," upon reasonable notice. The Operator also must provide the New Operator copies of the keys to all Premises on the Termination Date.
- c. The Operator must provide the Director and the New Operator full access to the books and records, licenses, and all other materials pertaining to all Premises and the Operator's operations in general.
- d. The Operator must 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").
- e. The Operator must 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.
- f. The Operator must not enter into any contracts or agreements regarding the Premises that would be binding on the Premises or operations in general after the Termination Date without the prior written agreement of the New Operator.

**B. Financial Reports**

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

**C. Personal Property List**

The Operator must 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 Agreement (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, must update the list on a monthly basis.

The Operator must designate those items that the Operator believes are essential to maintaining the continuity of operations or the special character of the operations. The Operator must assist the New Operator in reviewing and validating the list.

#### **D. Other Information and Reports**

The Operator must provide the New Operator with all other information and reports as would be helpful in facilitating the transition, including 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.

#### **E. Other Cooperation**

The Operator must 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 must undertake the following activities.

#### **A. Transfer of Contracts and Licenses**

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

#### **B. Fees and Payments**

No later than 10 days after the Termination Date, the Operator must provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Agreement as of the Termination Date, including all deferred, accrued, and unpaid fees and charges. The Operator, within 10 days of its delivery to the Director of this itemized statement, must 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.

#### **C. Access to Records**

The Operator must 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 Agreement to the contrary.

#### **D. Removal of Marks**

The Operator must remove, at the Operator's sole cost and expense, all items of inventory and supplies as may be marked with any trade name or trademark belonging to or licensed by the Operator within 30 days after the Termination Date.

#### **E. Other Cooperation**

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