

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MONTANA AREA OFFICE**

CONCESSION AGREEMENT

**FOR THE DEVELOPMENT, OPERATION AND MAINTENANCE OF A
CONCESSION OPERATION AT LAKE ELWELL**

Modification No. 2

The above titled and identified Agreement for the operation and maintenance of Tiber Marina, Lake Elwell, is hereby modified as follows:

1. Mrs. Sarah A Oehlke and Mr. Herbert Oehlke are removed from the agreement as Concessionaires.
2. Mrs. Nancy Nelson is added to the agreement as Concessionaire.
3. Article 1. Term, is hereby modified to read:

“The term of the Agreement shall commence on May 8th, 2009 and shall expire at midnight on December 31, 2010. This Agreement shall not be renewed. Should Reclamation determine that continued commercial services are necessary and appropriate, such business opportunities shall be advertised for public competition and a new concession agreement issued. At the expiration of this Agreement, the then-existing Concessionaire shall have no preference rights.”

4. Article 2. Special Conditions. B. Fees. 1), is hereby modified to read:

“1). The Concessionaire agrees to pay to Reclamation an annual franchise fee for use of the Concession site and Reclamation provided buildings and improvements as follows:

- An advance, non-refundable annual fee of \$500, regardless of gross revenues.

Except for the first year of operation, the annual \$500 minimum fee will be due and payable to Reclamation by January 31, of each year of the

Agreement. The franchise fee for the first year of operation is due upon award of the Agreement.”

5. Article 3. Reclamation Provided Improvements. B. Inspection, first sentence, is hereby modified to read:

“An inspection of these facilities will be conducted by Reclamation and the Concessionaire during the first operating season in 2009.”

6. Article 5. C. Assignment, first four paragraphs are hereby eliminated and modified to read:

“This Agreement may not be assigned, transferred or sold during the two-year term.”

7. Article 6. Concessionaire Operation and Maintenance Responsibilities. B. 4) is hereby modified to read:

“4) Reclamation will pay the electricity costs for the Concession site during the two-year interim contract. All other utility costs, including LP gas, potable water, septic tank pumping, and telephone are the responsibility of the Concessionaire.”

8. Article 10. Insurance and Bonding. C. Bond, is hereby eliminated from the Agreement in its entirety.

9. Article 11. General Conditions. F. Amendment, is hereby modified to read:

“This Agreement may be amended by mutual consent of the parties hereto, or by unilateral action of Reclamation when necessary to conform to reservoir-specific operations or public laws, rules, regulations or policies. The length of term of this Agreement may not be extended except as described in the Concessions Management Policy and Directives and Standards or renewed for additional terms.”

10. Article O. Current Address and Point of Contact, Concessionaire’s mailing address and point of contact, are hereby modified to read:

“Nancy Nelson
PO Box 11
Joplin, MT 59531”

11. Exhibit A. Location Map, the color “Tiber Marina Concession Area” map is hereby added as an additional exhibit.

All is memorialized in the attached Agreement.

The concessionaires and Reclamation mutually agree to the above identified modifications to Agreement Number 03-LM-60-6265.

Nancy Nelson 5/7/09
Mrs. Nancy Nelson (Date)
Concessionaire

for
Dan Jewell 5/8/09
Mr. Dan Jewell, Area Manager (Date)
Montana Area Office
Bureau of Reclamation