

Donation Agreement
Between the
National Park Service, United States Department of the Interior
and the
State of South Dakota

This agreement (hereinafter “Agreement”) is entered into by and between the National Park Service (hereinafter “NPS”), an agency of the United States Department of the Interior, acting through its Director, and the State of South Dakota (hereinafter “State”), acting through its Governor. This Agreement sets forth the terms and conditions under which the State may donate funds to the NPS, and under which the NPS may accept those donated funds, in order to enable the NPS to reopen and temporarily operate and manage Mount Rushmore National Memorial (hereinafter “Rushmore”) during the period when funds appropriated by the United States Congress for the operation of the National Park System are not available (hereinafter the “shutdown period”). Throughout this Agreement the NPS and the State may be referred to jointly as “the parties.”

Article I - Background

Whereas, Rushmore is located entirely in the State, and annually attracts more than three million visitors;

Whereas, the visitors to Rushmore, through their economic activity, play a vital role in the economies and well-being of the towns and cities located near Rushmore and in the economy of the State as a whole;

Whereas, the federal Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal employees from making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involving the federal government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

Whereas, as a result of a lapse in funds appropriated by the United States Congress for the operation of the National Park System, Rushmore was closed to public use and visitation effective at 12:01 a.m. EDT on October 1, 2013;

Whereas, absent alternative funding, Rushmore will remain closed until Congress appropriates funds for the operation of the National Park System and the shutdown period ends;

Whereas, the NPS's cadre of trained professional personnel is uniquely qualified to operate and manage the natural and cultural resources and visitor-use facilities at Rushmore;

Whereas, the State desires to donate funds to the NPS for the sole purpose of enabling the NPS to reopen Rushmore to public use and visitation and to operate and manage Rushmore during part or all of the shutdown period;

Whereas, 16 U.S.C. § 6 authorizes the Secretary of the Interior, in her administration of the NPS, to accept moneys which may be donated for the purposes of the National Park System;

Whereas, the NPS desires to accept the State's donation of funds on the terms and conditions described in this Agreement;

Now, therefore, the parties agree as follows:

Article II - Statement of Agreement

A. The State agrees as follows:

1. For the sole purpose of enabling the NPS to reopen Rushmore to public use and visitation, the State will donate to the NPS, for each day that Rushmore is open to public use and visitation during the shutdown period, the amount of money listed in Exhibit A, which is \$.... The amount of money listed in Exhibit A includes all normal costs of operating and managing Rushmore, calculated on a per-day basis, including direct and indirect personnel costs. The NPS will operate and manage Rushmore in accordance with its standard operating procedures.

2. The State will accomplish the donation through an electronic funds transfer to the United States Treasury donation account as provided by the NPS. The State understands and agrees that, in order to avoid a violation of the federal Anti-Deficiency Act, the money must be transferred and deposited before the NPS may reopen Rushmore.

3. The State initially intends to donate to the NPS enough money to reopen, operate, and manage Rushmore for a period of ten days beginning at 5:30 a.m. on Monday, October 14, 2013, and ending at 11:59 p.m. on Wednesday, October, 23 2013. The amount required to reopen, operate, and manage Rushmore for those ten days is \$152,000.

4. If the State desires to donate additional amounts to keep Rushmore open beyond 11:59 p.m. on Wednesday, October 23, 2013, then the State will transfer additional amounts to the NPS through subsequent electronic funds transfers. The parties understand and agree that because of the costs of mobilizing and demobilizing NPS personnel, the NPS will accept, at a minimum, a donation sufficient to operate and manage Rushmore for two calendar days, i.e., \$30,400.

5. If the State desires for the NPS to operate and manage Rushmore after Wednesday, October 23, 2013, then the State must transfer to the NPS at least two days of

operating costs by the close of business Eastern Daylight Time on Monday, 21, 2013. Because the shutdown of any park takes two days, the NPS will commence park shutdown unless the State maintains a two-day balance in the donation account at all times.

B. The NPS agrees as follows:

1. Upon verification that State-donated funds have been deposited in the appropriate United States Treasury account, the NPS will promptly reopen Rushmore and will operate and manage it in accordance with the NPS's standard operating procedures until the donated funds are depleted or until the United States Congress has appropriated funds for the operation of the National Park System, whichever comes first. The parties understand and agree that if the State-donated funds are depleted before Congress appropriates funds for the operation of the National Park System, then the NPS must and will immediately close Rushmore to public use and visitation.

2. The NPS will not obligate or expend any State-donated funds for any purpose other than reopening, operating, and managing Rushmore. More particularly, the NPS will not obligate or expend any State-donated funds for capital improvements to federally owned or operated facilities or for other-than-routine maintenance of those facilities.

C. The parties further agree as follows:

1. If the United States Congress appropriates funds for the operation of the National Park System before the funds donated to the NPS by the State are fully obligated, then the NPS will refund to the State the unobligated balance of the State-donated funds. Unless the United States Congress appropriates funds and expressly directs the NPS to reimburse the State for State-donated funds previously obligated or expended by the NPS, the NPS will not reimburse the State for such previously obligated or expended funds.

2. Notwithstanding the execution of this Agreement, the State has no obligation to donate any funds to the NPS.

3. The parties' representatives who are signing this Agreement warrant that they have full authority to bind their respective parties to the terms and conditions of this Agreement.

Article III - Term of Agreement

This agreement will be effective on the date of final signature and will continue in effect for 30 days thereafter or until terminated in accordance with article VIII below, whichever comes first.

Article IV - Designated Representatives

All notices and other written communications regarding this agreement will be sent via email and first-class mail to the following designated representatives of the parties:

For the NPS:
Jonathan B. Jarvis, Director
National Park Service
United States Department of the Interior
Room 3112
1849 C Street, NW
Washington, DC 20240
Telephone: (202) 208-4621
Telefax: (202) 208-7889
Email: jon.jarvis@nps.gov

For the State:
Governor Dennis Daugaard
State of South Dakota
c/o Matt Konenkamp, Policy Advisor
500 East Capitol Avenue
Pierre, SD 57501
Telephone: (605) 773-3212
Email: matt.konenkamp@state.sd.us

Article V - Prior Approval

Not applicable.

Article VI - Reports

Not applicable.

Article VII - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party.

Article VIII - Modification and Termination

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other party with 24 hours' advance written notice of its intention to do so. If either party provides the other party with notice of its intention to terminate, then the parties' representatives will communicate promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. No Third-Party Beneficiaries

Nothing in this agreement is intended to grant any rights or provide any benefits to any third party.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of Rushmore under such applicable laws, regulations, and policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Merger

This Agreement, including its attachments, is the sole and entire agreement of the parties.

F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF/email) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the National Park Service:

Jonathan B. Jensen
Name (signature)

Director, National Park Service

Title

10/11/2013
Date

For the State of South Dakota:

Dennis Daugaard
Name (signature)

Governor, State of South Dakota

Title

Oct 11, 2013
Date

Donation Agreement
Between the
National Park Service, United States Department of the Interior
and the
State of Arizona

This agreement (hereinafter "Agreement") is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through its Director, and the State of Arizona (hereinafter "State"), acting through its Governor. This Agreement sets forth the terms and conditions under which the State may donate funds to the NPS, and under which the NPS may accept those donated funds, in order to enable the NPS to reopen and temporarily operate and manage Grand Canyon National Park (hereinafter "GRCA") during the period when funds appropriated by the United States Congress for the operation of the National Park System are not available (hereinafter the "shutdown period"). Throughout this Agreement the NPS and the State may be referred to jointly as "the parties."

Article I - Background

Whereas, GRCA is located entirely in the State, encompasses approximately 1.2 million acres, and annually attracts more than 4 million visitors;

Whereas, the visitors to GRCA, through their economic activity, play a vital role in the economies and well-being of the towns and cities located near GRCA;

Whereas, the federal Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal employees from making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involving the federal government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

Whereas, as a result of a lapse in funds appropriated by the United States Congress for the operation of the National Park System, GRCA was closed to public use and visitation effective at 12:01 a.m. EDT on October 1, 2013;

Whereas, absent alternative funding, GRCA will remain closed until Congress appropriates funds for the operation of the National Park System and the shutdown period ends;

Whereas, the NPS's cadre of trained professional personnel is uniquely qualified to operate and manage the natural and cultural resources and visitor-use facilities in GRCA;

Whereas, the State desires to donate funds to the NPS for the sole purpose of enabling the NPS to reopen GRCA to public use and visitation and to operate and manage GRCA during part or all of the shutdown period;

Whereas, 16 U.S.C. § 6 authorizes the Secretary of the Interior, in her administration of the NPS, to accept moneys which may be donated for the purposes of the National Park System;

Whereas, the NPS desires to accept the State's donation of funds on the terms and conditions described in this Agreement;

Now, therefore, the parties agree as follows:

Article II - Statement of Agreement

A. The State agrees as follows:

1. For the sole purpose of enabling the NPS to reopen GRCA to public use and visitation, the State will donate to the NPS, for each day that GRCA is open to public use and visitation during the shutdown period, the amount of money listed in Exhibit A, which is \$93,000. The amount of money listed in Exhibit A includes all normal costs of operating and managing GRCA, calculated on a per-day basis, including direct and indirect personnel costs. The NPS will operate and manage GRCA in accordance with its standard operating procedures.

2. The State will accomplish the donation through an electronic funds transfer to the United States Treasury donation account as provided by the NPS. The State understands and agrees that, in order to avoid a violation of the federal Anti-Deficiency Act, the money must be transferred and deposited before the NPS may reopen GRCA.

3. The State initially intends to donate to the NPS enough money to reopen, operate, and manage GRCA for a period of 7 days beginning at 12:01 a.m., on October 12, 2013, and ending at 11:59 p.m. on October 18, 2013. The amount required to reopen, operate, and manage GRCA for those 7 days is \$651,000.

4. If the State desires to donate additional amounts to keep GRCA open beyond 11:59 p.m. on October 18, 2013, then the State will transfer additional amounts to the NPS through subsequent electronic funds transfers. The parties understand and agree that because of the costs of mobilizing and demobilizing NPS personnel, the NPS will accept, at a minimum, a donation sufficient to operate and manage GRCA for two calendar days, i.e., \$186,000.

5. Because the shutdown of any park takes two days, the NPS will commence park shutdown unless the State maintains a two-day balance in the donation account at all times.

B. The NPS agrees as follows:

1. Upon verification that State-donated funds have been deposited in the appropriate United States Treasury account, the NPS will promptly reopen GRCA and will

operate and manage it in accordance with the NPS's standard operating procedures until the donated funds are depleted or until the United States Congress has appropriated funds for the operation of the National Park System, whichever comes first. The parties understand and agree that if the State-donated funds are depleted before Congress appropriates funds for the operation of the National Park System, then the NPS must and will immediately close GRCA to public use and visitation.

2. The NPS will not obligate or expend any State-donated funds for any purpose other than reopening, operating, and managing GRCA. More particularly, the NPS will not obligate or expend any State-donated funds for capital improvements to federally owned or operated facilities or for other-than-routine maintenance of those facilities.

C. The parties further agree as follows:

1. If the United States Congress appropriates funds for the operation of the National Park System before the funds donated to the NPS by the State are fully obligated, then the NPS will refund to the State the unobligated balance of the State-donated funds. Unless the United States Congress appropriates funds and expressly directs the NPS to reimburse the State for State-donated funds previously obligated or expended by the NPS, the NPS will not reimburse the State for such previously obligated or expended funds.

2. Notwithstanding the execution of this Agreement, the State has no obligation to donate any funds to the NPS.

3. The parties' representatives who are signing this Agreement warrant that they have full authority to bind their respective parties to the terms and conditions of this Agreement.

Article III - Term of Agreement

This agreement will be effective on the date of final signature and will continue in effect for 30 days thereafter or until terminated in accordance with article VIII below, whichever comes first.

Article IV - Designated Representatives

All notices and other written communications regarding this agreement will be sent via email and first-class mail to the following designated representatives of the parties:

For the NPS:
Jonathan B. Jarvis, Director
National Park Service
United States Department of the Interior
Room 3112
1849 C Street, NW
Washington, DC 20240
Telephone: (202) 208-4621
Telefax: (202) 208-7889

Email: jon.jarvis@nps.gov

For the State:
Scott Smith, Chief of Staff
Office of Governor Janice K. Brewer
1700 West Washington, 9th Floor
Phoenix, AZ 85007
Telephone: (602) 542-1450
Fax: (602) 542-7602
Email: ssmith@az.gov

Article V - Prior Approval

Not applicable.

Article VI - Reports

Not applicable.

Article VII - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party.

Article VIII - Modification and Termination

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other party with 24 hours' advance written notice of its intention to do so. If either party provides the other party with notice of its intention to terminate, then the parties' representatives will communicate promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. No Third-Party Beneficiaries

Nothing in this agreement is intended to grant any rights or provide any benefits to any third party.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of GRCA under such applicable laws, regulations, and policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Merger

This Agreement, including its attachments, is the sole and entire agreement of the parties.

F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF/email) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the National Park Service:



Name (signature)

Director, National Park Service

Title

10/11/2013

Date

For the State of Arizona:

Janice K. Brewer
Name (signature)

Governor, State of Arizona
Title

October 11, 2013
Date

Donation Agreement
Between the
National Park Service, United States Department of the Interior
and the
State of Utah

This agreement (hereinafter "Agreement") is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through its Director, and the State of Utah (hereinafter "State"), acting through its Governor. This Agreement sets forth the terms and conditions under which the State may donate funds to the NPS, and under which the NPS may accept donated funds, in order to enable the NPS to reopen and temporarily operate and manage identified units of the National Park System during the period in which federally appropriated funds are not available (hereinafter the "shutdown period"). Throughout this Agreement the NPS and the State may be referred to jointly as "the parties."

Article I - Background

Whereas, 13 units of the National Park System (i.e., individual areas of land or water administered by the Secretary of the Interior through the NPS for park, monument, historic, parkway, recreational, or other purposes) are located entirely or partially in the State of Utah;

Whereas, the visitors to those units, through their economic activity, play a vital role in the economies and well-being of the towns and cities located near the units and in the economy of the State as a whole;

Whereas, those 13 units include Arches National Park, Bryce Canyon National Park, Canyonlands National Park, Capitol Reef National Park, Cedar Breaks National Monument, Glen Canyon National Recreation Area, Natural Bridges National Monument, and Zion National Park;

Whereas, the federal Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal employees from making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involving the federal government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

Whereas, as a result of a lapse in funds appropriated by the United States Congress for the operation of the National Park System, all 13 units of the National Park System in the State were closed to public use and visitation effective at 12:01 a.m. EDT on October 1, 2013;

Whereas, absent alternative funding, the 13 units of the National Park System located in the State will remain closed until Congress appropriates funds for the operation of the National Park System and the shutdown period ends;

Whereas, the NPS's cadre of trained professional personnel is uniquely qualified to operate, maintain, and protect the natural and cultural resources and visitor-use facilities in the 13 units of the National Park System located in the State;

Whereas, the State desires to donate funds to the NPS for the sole purpose of enabling the NPS to reopen to public use and visitation the 8 units identified above and in Exhibit A to this Agreement and to operate and manage those units during part or all of the shutdown period;

Whereas, 16 U.S.C. § 6 authorizes the Secretary of the Interior, in her administration of the NPS, to accept moneys which may be donated for the purposes of the National Park System;

Whereas, the NPS desires to accept the State's donation of funds on the terms and conditions described in this Agreement;

Now, therefore, the parties agree as follows:

Article II - Statement of Agreement

A. The State agrees as follows:

1. For the sole purpose of enabling the NPS to reopen to public use and visitation the 8 units that are identified above and in Exhibit A to this Agreement, the State will donate to the NPS, for each day that each unit is open to public use and visitation during the shutdown period, the amount of money listed in Exhibit A. The amount of money listed in Exhibit A for each unit includes all normal costs of operating and managing the identified units, calculated on a per-day basis (beginning at 12:01 a.m. local time and ending at 11:59 p.m. local time each calendar day), including direct and indirect personnel costs.

2. The State will accomplish the donation through an electronic funds transfer to the United States Treasury donation account provided by the NPS. The State understands and agrees that, in order to avoid a violation of the federal Anti-Deficiency Act, the money must be transferred and deposited in accordance with NPS instructions before the NPS may reopen any units identified in Exhibit A.

3. The State initially intends to donate to the NPS enough money to reopen, operate, and manage the 8 units identified in Exhibit A for a period of ten days beginning at 12:01 a.m. local time on Friday, October 11, 2013, and ending at 11:59 p.m. local time on Sunday, October 20, 2013. The amount required to reopen, operate, and manage those 8 units for ten days is \$1,665,720.80.

4. If the State desires to donate additional amounts to keep those 8 units open beyond Sunday, October 20, 2013, then the State will transfer additional amounts to the NPS through subsequent electronic funds transfers. The parties understand and agree that because of the costs of mobilizing and demobilizing NPS personnel, the NPS will accept, at a minimum, a donation sufficient to operate and manage the 8 units for two calendar days, i.e., \$333,144.16.

5. If the State desires for the NPS to operate and manage the 8 units after Sunday, October 20, 2013, then the State must transfer to the NPS at least two days of operating costs by the close of business Eastern Daylight Time on Friday, October 18, 2013. Because the shutdown of any park takes two days, the NPS will commence park shutdown unless the State maintains a two-day balance in the donation account at all times.

B. The NPS agrees as follows:

1. Upon verification that State-donated funds have been deposited in the appropriate United States Treasury account, the NPS will promptly reopen the units identified in Exhibit A and will operate and manage each of those units until the funds donated for a particular unit are depleted or until the United States Congress has appropriated funds for the operation of the National Park System, whichever comes first. The parties understand and agree that if the State-donated funds are depleted before Congress appropriates funds for the operation of the National Park System, then the NPS must and will immediately close the units to public use and visitation.

2. The NPS will not obligate or expend any State-donated funds for any purpose other than reopening, operating, and managing the units identified in Exhibit A to this Agreement. More particularly, the NPS will not obligate or expend any State-donated funds for capital improvements to federally owned or operated facilities or for other-than-routine maintenance of those facilities.

C. The parties further agree as follows:

1. If the United States Congress appropriates funds for the operation of the National Park System before the funds donated to the NPS by the State are fully obligated, then the NPS will refund to the State the unobligated balance of the State-donated funds. Moreover, if the United States Congress appropriates funds and expressly directs the NPS to reimburse the State for State-donated funds previously obligated or expended by the NPS, then the NPS will promptly take action to do so.

2. Notwithstanding the execution of this Agreement, the State has no obligation to donate any funds to the NPS.

3. The parties' representatives who are signing this Agreement warrant that they have full authority to bind their respective parties to the terms and conditions of this Agreement.

Article III - Term of Agreement

This agreement will be effective on the date of final signature and will continue in effect for 30 days thereafter, until the enactment into law of either an annual appropriations bill for NPS or a bill or joint resolution that continues the availability of appropriated funds for NPS pending the enactment of an annual appropriation act for NPS or until terminated in accordance with article VIII below, whichever comes first.

Article IV - Designated Representatives

All notices and other written communications regarding this agreement will be sent via email and first-class mail to the following designated representatives of the parties:

For the NPS:
Director
National Park Service
United States Department of the Interior
Room 3112
1849 C Street, NW
Washington, DC 20240
Telephone: (202) 208-4621
Telefax: (202) 208-7889
Email: jon.jarvis@nps.gov

For the State:
Governor Gary R. Herbert
State of Utah
c/o John A. Pearce, General Counsel
Utah State Capitol, Suite 200
P.O. Box 14220
Salt Lake City, UT 84114-2220
Telephone: (801) 538-1504
Email: jpearce@utah.gov

Article V - Prior Approval

Not applicable.

Article VI - Reports

Not applicable.

Article VII - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party.

Article VIII - Modification and Termination

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement for any reason by providing the other party with 24 hours' advance written notice of its intention to do so. If either party provides the other party with notice of its intention to terminate, then the parties' representatives will communicate promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. No Third-Party Beneficiaries

Nothing in this agreement is intended to grant any rights or provide any benefits to any third-party.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Merger

This Agreement, including its attachments, is the sole and entire agreement of the parties.

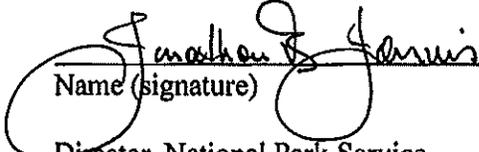
F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

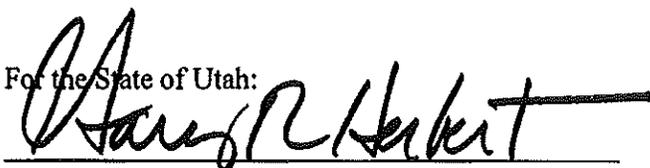
Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the National Park Service:


Name (signature)
Director, National Park Service
Title
10/11/2013
Date

For the State of Utah:


Name (signature)
Governor, State of Utah
Title
10/10/2013
Date

**Donation Agreement
Between the
National Park Service, United States Department of the Interior
and the
State of Colorado**

This agreement (hereinafter "Agreement") is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through its Director, and the State of Colorado (hereinafter "State"), acting through its Governor. This Agreement sets forth the terms and conditions under which the State may donate funds to the NPS, and under which the NPS may accept donated funds, in order to enable the NPS to reopen and temporarily operate and manage Rocky Mountain National Park (hereinafter "ROMO") during the period when funds appropriated by the United States Congress for the operation of the National Park System are not available (hereinafter the "shutdown period"). Throughout this Agreement the NPS and the State may be referred to jointly as "the parties."

Article I - Background

Whereas, ROMO is located entirely in the State, encompasses approximately 265,828 acres, and annually attracts more than 2.9 million visitors;

Whereas, the visitors to ROMO, through their economic activity, play a vital role in the economies and well-being of Estes Park, Colorado, and other towns and cities located near ROMO;

Whereas, the federal Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal employees from making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involving the federal government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

Whereas, as a result of a lapse in funds appropriated by the United States Congress for the operation of the National Park System, ROMO was closed to public use and visitation effective at 12:01 a.m. EDT on October 1, 2013;

Whereas, absent alternative funding, ROMO will remain closed until Congress appropriates funds for the operation of the National Park System and the shutdown period ends;

Whereas, the NPS's cadre of trained professional personnel is uniquely qualified to operate and manage the natural and cultural resources and visitor-use facilities in ROMO;

Whereas, the State desires to donate funds to the NPS for the sole purpose of enabling the NPS to reopen ROMO to public use and visitation and to operate and manage ROMO during part or all of the shutdown period;

Whereas, 16 U.S.C. § 6 authorizes the Secretary of the Interior, in her administration of the NPS, to accept moneys which may be donated for the purposes of the National Park System;

Whereas, the NPS desires to accept the State's donation of funds on the terms and conditions described in this Agreement;

Now, therefore, the parties agree as follows:

Article II - Statement of Agreement

A. The State agrees as follows:

1. For the sole purpose of enabling the NPS to reopen ROMO to public use and visitation, the State will donate to the NPS, for each day that ROMO is open to public use and visitation during the shutdown period, the amount of money listed in Exhibit A, which is \$40,300. The amount of money listed in Exhibit A includes all normal costs of operating and managing ROMO, calculated on a per-day basis, including direct and indirect personnel costs. The NPS will manage ROMO in accordance with its standard operating procedures, including procedures for road maintenance and response to weather events.

2. The State will accomplish the donation through an electronic funds transfer to the United States Treasury donation account provided by the NPS. The State understands and agrees that, in order to avoid a violation of the federal Anti-Deficiency Act, the money must be transferred and deposited before the NPS may reopen ROMO.

3. The State initially intends to donate to the NPS enough money to reopen, operate, and manage ROMO for a period of nine days beginning on Friday morning, October 11, 2013, and ending at 11:59 p.m. on Sunday, October 20, 2013. The amount required to reopen, operate, and manage ROMO for those nine days is \$362,700.00.

4. If the State desires to donate additional amounts to keep ROMO open beyond 11:59 p.m. on Sunday, October 20, 2013, then the State will transfer additional amounts to the NPS through subsequent electronic funds transfers. The parties understand and agree that because of the costs of mobilizing and demobilizing NPS personnel, the NPS will accept, at a minimum, a donation sufficient to operate and manage ROMO for two calendar days, i.e., \$80,600.00.

5. Because the shutdown of any park takes two days, the NPS will commence park shutdown unless the State maintains a two-day balance in the donation account at all times.

B. The NPS agrees as follows:

1. Upon verification that State-donated funds have been deposited in the appropriate United States Treasury account, the NPS will promptly reopen ROMO and will operate and manage the park in accordance with the NPS's standard operating procedures until the donated funds are depleted or until the United States Congress has appropriated funds for the operation of the National Park System, whichever comes first. The parties understand and agree that if the State-donated funds are depleted before Congress appropriates funds for the operation of the National Park System, then the NPS must and will immediately close the units to public use and visitation.

2. The NPS will not obligate or expend any State-donated funds for any purpose other than reopening, operating, and managing ROMO. More particularly, the NPS will not obligate or expend any State-donated funds for capital improvements to federally owned or operated facilities or for other-than-routine maintenance of those facilities.

C. The parties further agree as follows:

1. If the United States Congress appropriates funds for the operation of the National Park System before the funds donated to the NPS by the State are fully obligated, then the NPS will refund to the State the unobligated balance of the State-donated funds. Unless the United States Congress appropriates funds and expressly directs the NPS to reimburse the State for State-donated funds previously obligated or expended by the NPS, NPS will not reimburse the State for such previously obligated or expended funds.

2. Notwithstanding the execution of this Agreement, the State has no obligation to donate any funds to the NPS.

3. The parties' representatives who are signing this Agreement warrant that they have full authority to bind their respective parties to the terms and conditions of this Agreement.

Article III - Term of Agreement

This agreement will be effective on the date of final signature and will continue in effect for 30 days thereafter or until terminated in accordance with article VIII below, whichever comes first.

Article IV - Designated Representatives

All notices and other written communications regarding this agreement will be sent via email and first-class mail to the following designated representatives of the parties:

For the NPS:
Director
National Park Service
United States Department of the Interior
Room 3112
1849 C Street, NW
Washington, DC 20240
Telephone: (202) 208-4621
Telefax: (202) 208-7889
Email: jon.jarvis@nps.gov

For the State:
Chief of Staff
Governor
State of Colorado
136 State Capitol
Denver, CO 80203
Telephone: (303) 866-6290

Telefax: (303) 866-2003
Email: roxane.white@state.co.us

Article V - Prior Approval

Not applicable.

Article VI - Reports

Not applicable.

Article VII - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party.

Article VIII - Modification and Termination

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other party with 24 hours' advance written notice of its intention to do so. If either party provides the other party with notice of its intention to terminate, then the parties' representatives will communicate promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. No Third-Party Beneficiaries

Nothing in this agreement is intended to grant any rights or provide any benefits to any third party.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Merger

This Agreement, including its attachments, is the sole and entire agreement of the parties.

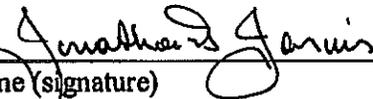
F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the National Park Service:

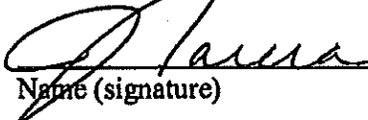


Name (signature)
Director, National Park Service

Title
10/11/2013

Date

For the State of Colorado:



Name (signature)
Joseph A. Garcia, Lt. Governor, State of Colorado
Acting pursuant to Colo. Const. Article IV, Section 13(5)

Title
10/11/2013

Date

Donation Agreement
Between the
National Park Service, United States Department of the Interior
and the
State of New York

This agreement (hereinafter "Agreement") is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through its Director, and the State of New York (hereinafter "State"), acting through its Governor. This Agreement sets forth the terms and conditions under which the State may donate funds to the NPS, and under which the NPS may accept those donated funds, in order to enable the NPS to reopen and temporarily operate and manage Statue of Liberty National Monument (hereinafter "STLI") during the period when funds appropriated by the United States Congress for the operation of the National Park System are not available (hereinafter the "shutdown period"). Throughout this Agreement the NPS and the State may be referred to jointly as "the parties."

Article I - Background

Whereas, the visitors to STLI through their economic activity, play a vital role in the economies and well-being of New York and other towns and cities located near STLI;

Whereas, the federal Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal employees from making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involving the federal government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

Whereas, as a result of a lapse in funds appropriated by the United States Congress for the operation of the National Park System, STLI was closed to public use and visitation effective at 12:01 a.m. EDT on October 1, 2013;

Whereas, absent alternative funding, STLI will remain closed until Congress appropriates funds for the operation of the National Park System and the shutdown period ends;

Whereas, the NPS's cadre of trained professional personnel is uniquely qualified to operate and manage the natural and cultural resources and visitor-use facilities in STLI;

Whereas, the State desires to donate funds to the NPS for the sole purpose of enabling the NPS to reopen STLI to public use and visitation and to operate and manage STLI during part or all of the shutdown period;

Whereas, 16 U.S.C. § 6 authorizes the Secretary of the Interior, in her administration of the NPS, to accept moneys which may be donated for the purposes of the National Park System;

Whereas, the NPS desires to accept the State's donation of funds on the terms and conditions described in this Agreement;

Now, therefore, the parties agree as follows:

Article II - Statement of Agreement

A. The State agrees as follows:

1. For the sole purpose of enabling the NPS to reopen STLI to public use and visitation, the State will donate to the NPS, for each day that STLI is open to public use and visitation during the shutdown period, the amount of money listed in Exhibit A, which is \$61,600.00. The amount of money listed in Exhibit A includes all normal costs of operating and managing STLI calculated on a per-day basis, including direct and indirect personnel costs. The NPS will operate and manage STLI in accordance with its standard operating procedures.

2. The State will accomplish the donation through an electronic funds transfer to the United States Treasury donation account as provided by the NPS. The State understands and agrees that, in order to avoid a violation of the federal Anti-Deficiency Act, the money must be transferred and deposited before the NPS may reopen STLI.

3. The State initially intends to donate to the NPS enough money to reopen, operate, and manage STLI for a period of six days beginning at 12:01 a.m. on October 12, 2013, and ending at 11:59 p.m. on October 17, 2013. The amount required to reopen, operate, and manage STLI for those six days is \$369,300.00

4. If the State desires to donate additional amounts to keep STLI open beyond 11:59 p.m. on October 17, 2013, then the State will transfer additional amounts to the NPS through subsequent electronic funds transfers. The parties understand and agree that because of the costs of mobilizing and demobilizing NPS personnel, the NPS will accept, at a minimum, a donation sufficient to operate and manage STLI for two calendar days, i.e., \$123,200.00.

5. Because the shutdown of any park takes two days, the NPS will commence park shutdown unless the State maintains a two-day balance in the donation account at all times.

B. The NPS agrees as follows:

1. Upon verification that State-donated funds have been deposited in the appropriate United States Treasury account, the NPS will promptly reopen STLI and will operate

and manage it in accordance with the NPS's standard operating procedures until the donated funds are depleted or until the United States Congress has appropriated funds for the operation of the National Park System, whichever comes first. The parties understand and agree that if the State-donated funds are depleted before Congress appropriates funds for the operation of the National Park System, then the NPS must and will immediately close STLI to public use and visitation.

2. The NPS will not obligate or expend any State-donated funds for any purpose other than reopening, operating, and managing STLI. More particularly, the NPS will not obligate or expend any State-donated funds for capital improvements to federally owned or operated facilities or for other-than-routine maintenance of those facilities.

C. The parties further agree as follows:

1. If the United States Congress appropriates funds for the operation of the National Park System before the funds donated to the NPS by the State are fully obligated, then the NPS will refund to the State the unobligated balance of the State-donated funds. Unless the United States Congress appropriates funds and expressly directs the NPS to reimburse the State for State-donated funds previously obligated or expended by the NPS, the NPS will not reimburse the State for such previously obligated or expended funds.

2. Notwithstanding the execution of this Agreement, the State has no obligation to donate any funds to the NPS.

3. The parties' representatives who are signing this Agreement warrant that they have full authority to bind their respective parties to the terms and conditions of this Agreement.

Article III - Term of Agreement

This agreement will be effective on the date of final signature and will continue in effect for 30 days thereafter or until terminated in accordance with article VIII below, whichever comes first.

Article IV - Designated Representatives

All notices and other written communications regarding this agreement will be sent via email and first-class mail to the following designated representatives of the parties:

For the NPS:
Jonathan B. Jarvis, Director
National Park Service
United States Department of the Interior
Room 3112
1849 C Street, NW
Washington, DC 20240
Telephone: (202) 208-4621
Telefax: (202) 208-7889

Email: jon.jarvis@nps.gov

For the State:

Governor Andrew M. Cuomo
State of New York

Article V - Prior Approval

Not applicable.

Article VI - Reports

Not applicable.

Article VII - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party.

Article VIII - Modification and Termination

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other party with 24 hours' advance written notice of its intention to do so. If either party provides the other party with notice of its intention to terminate, then the parties' representatives will communicate promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. No Third-Party Beneficiaries

Nothing in this agreement is intended to grant any rights or provide any benefits to any third party.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of STLI under such applicable laws, regulations, and policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Merger

This Agreement, including its attachments, is the sole and entire agreement of the parties.

F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF/email) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the National Park Service:


Name (signature)

Director, National Park Service
Title

10/11/2013
Date

For the State of New York



Andrew M. Cuomo

Governor, State of New York

Title

10/11/13

Date

Donation Agreement
Between the
National Park Service, United States Department of the Interior
and the
State of Tennessee

This agreement (hereinafter “Agreement”) is entered into by and between the National Park Service (hereinafter “NPS”), an agency of the United States Department of the Interior, acting through its Director, and the State of Tennessee (hereinafter “State”), acting through its Governor. This Agreement sets forth the terms and conditions under which the State may donate funds to the NPS, and under which the NPS may accept those donated funds, in order to enable the NPS to reopen and temporarily operate and manage Great Smoky Mountains National Park (hereinafter “GRSM”) during the period when funds appropriated by the United States Congress for the operation of the National Park System are not available (hereinafter the “shutdown period”). Throughout this Agreement the NPS and the State may be referred to jointly as “the parties.”

Article I - Background

Whereas, GRSM is located entirely in the State, encompasses approximately 522,000 acres, and annually attracts more than 9 million visitors;

Whereas, the visitors to GRSM, through their economic activity, play a vital role in the economies and well-being of the towns and cities located near GRSM;

Whereas, the federal Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal employees from making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involving the federal government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

Whereas, as a result of a lapse in funds appropriated by the United States Congress for the operation of the National Park System, GRSM was closed to public use and visitation effective at 12:01 a.m. EDT on October 1, 2013;

Whereas, absent alternative funding, GRSM will remain closed until Congress appropriates funds for the operation of the National Park System and the shutdown period ends;

Whereas, the NPS’s cadre of trained professional personnel is uniquely qualified to operate and manage the natural and cultural resources and visitor-use facilities in GRSM;

Whereas, the State desires to donate funds to the NPS for the sole purpose of enabling the NPS to reopen GRSM to public use and visitation and to operate and manage GRSM during part or all of the shutdown period;

Whereas, 16 U.S.C. § 6 authorizes the Secretary of the Interior, in her administration of the NPS, to accept moneys which may be donated for the purposes of the National Park System;

Whereas, the NPS desires to accept the State's donation of funds on the terms and conditions described in this Agreement;

Now, therefore, the parties agree as follows:

Article II - Statement of Agreement

A. The State agrees as follows:

1. For the sole purpose of enabling the NPS to reopen GRSM to public use and visitation, the State will donate to the NPS, for each day that GRSM is open to public use and visitation during the shutdown period, which is \$60,100. The amount of money includes all normal costs of operating and managing GRSM, calculated on a per-day basis, including direct and indirect personnel costs. The NPS will operate and manage GRSM in accordance with its standard operating procedures.

2. The State will accomplish the donation through an electronic funds transfer to the United States Treasury donation account as provided by the NPS. The State understands and agrees that, in order to avoid a violation of the federal Anti-Deficiency Act, the money must be transferred and deposited before the NPS may reopen GRSM.

3. The State initially will cause to be transferred to the NPS enough money to reopen, operate, and manage GRSM for a period of 5 days beginning at 12:00 a.m. on Wednesday, October 16, 2013, and ending at 11:59 p.m. on Sunday, October 20, 2013. The amount required to reopen, operate, and manage GRSM for those 5 days is \$300,500.

4. If the State desires to donate additional amounts to keep GRSM open beyond 11:59 p.m. on October 20, 2013, then the State will cause to be transferred additional amounts to the NPS through subsequent electronic funds transfers. The parties understand and agree that because of the costs of mobilizing and demobilizing NPS personnel, the NPS will accept, at a minimum, a donation sufficient to operate and manage GRSM for two calendar days, i.e., \$121,600.

5. Because the shutdown of any park takes two days, the NPS will commence park shutdown unless the State maintains a two-day balance in the donation account at all times.

B. The NPS agrees as follows:

1. Upon verification that State-donated funds have been deposited in the appropriate United States Treasury account, the NPS will promptly reopen GRSM and will operate and manage it in accordance with the NPS's standard operating procedures until the donated funds are depleted or until the United States Congress has appropriated funds for the operation of the National Park System, whichever comes first. The parties understand and agree that if the State-donated funds are depleted before Congress appropriates funds for the operation of the National Park System, then the NPS must and will immediately close GRSM to public use and visitation.

2. The NPS will not obligate or expend any State-donated funds for any purpose other than reopening, operating, and managing GRSM. More particularly, the NPS will not obligate or expend any State-donated funds for capital improvements to federally owned or operated facilities or for other-than-routine maintenance of those facilities.

C. The parties further agree as follows:

1. If the United States Congress appropriates funds for the operation of the National Park System before the funds donated to the NPS by the State are fully obligated, then the NPS will refund to the State the unobligated balance of the State-donated funds. Unless the United States Congress appropriates funds and expressly directs the NPS to reimburse the State for State-donated funds previously obligated or expended by the NPS, the NPS will not reimburse the State for such previously obligated or expended funds.

2. Notwithstanding the execution of this Agreement, the State has no obligation to donate any funds to the NPS.

3. The parties' representatives who are signing this Agreement warrant that they have full authority to bind their respective parties to the terms and conditions of this Agreement.

Article III - Term of Agreement

This agreement will be effective on the date of final signature and will continue in effect for 30 days thereafter or until terminated in accordance with article VIII below, whichever comes first.

Article IV - Designated Representatives

All notices and other written communications regarding this agreement will be sent via email and first-class mail to the following designated representatives of the parties:

For the NPS:
Jonathan B. Jarvis, Director
National Park Service
United States Department of the Interior
Room 3112
1849 C Street, NW
Washington, DC 20240

Telephone: (202) 208-4621
Telefax: (202) 208-7889
Email: jon.jarvis@nps.gov

For the State:
Governor Bill Haslam
State of Tennessee
First Floor, State Capitol
Nashville, TN 37243

Telephone: (615) 741-2001
Email: bill.haslam@tn.gov

Article V - Prior Approval

Not applicable.

Article VI - Reports

Not applicable.

Article VII - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party.

Article VIII - Modification and Termination

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other party with 24 hours' advance written notice of its intention to do so. If either party provides the other party with notice of its intention to terminate, then the parties' representatives will communicate promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. No Third-Party Beneficiaries

Nothing in this agreement is intended to grant any rights or provide any benefits to any third party.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of GRSM under such applicable laws, regulations, and policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Merger

This Agreement, including its attachments, is the sole and entire agreement of the parties.

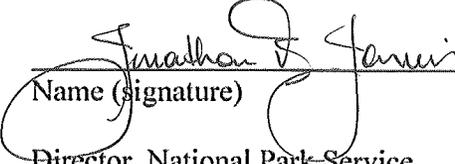
F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF/email) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

For the National Park Service:


Name (signature)

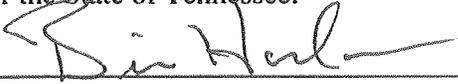
Director, National Park Service

Title

10/15/2013

Date

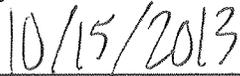
For the State of Tennessee:



Name (signature)

Governor, State of Tennessee

Title



Date