

February 23, 2017

AMENDMENT NO. 7

AMENDMENT TO CONTRACT NUMBER 2434

BETWEEN

CHIMNEY ROCK MANAGEMENT, LLC

AND THE

NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Pursuant to Paragraph 14 of Contract No. 2434, originally executed by the North Carolina Department of Environment and Natural Resources and transferred to the North Carolina Department of Natural and Cultural Resources, hereinafter "Department", would like to amend said contract for an additional 12-month period under the same terms and conditions. The contract period under this amendment shall be from **January 1, 2018** through **December 31, 2018**.

To ensure that services continue without interruption, all notices and other documents must be delivered as follows:

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS Hand Delivery, FedEx or UPS
Roger Odom N.C. Dept. of Natural and Cultural Resources 4605 Mail Service Center Raleigh, NC 27699-4605	Roger Odom N.C. Dept. of Natural and Cultural Resources Archives & History Building, 3rd. Floor 109 East Jones Street Raleigh, NC 27601-2807

Paragraph 3 of the Agreement is modified as follows:

3. The CONTRACTOR hereby agrees to pay an annual license fee to the Department based on the Park's cumulative annual Gross Revenue from January 1 of each year during the Term, calculated according to the following formula:

**LICENSE FEE SCHEDULE**

**Cumulative Annual**

<b><u>Gross Revenue</u></b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>\$ to \$4,500,000</b>	<b>5.0%</b>	<b>7.5%</b>	<b>10.0%</b>	<b>10.0%</b>	<b>10.0%</b>	<b>10.0%</b>	<b>10.0%</b>	<b>10.0%</b>	<b>10.0%</b>	<b>10.0%</b>	<b>10%</b>
<b>\$4,500,001 to \$no limit</b>	<b>7.5%</b>	<b>10.0%</b>	<b>12.5%</b>	<b>12.5%</b>	<b>12.5%</b>	<b>12.5%</b>	<b>12.5%</b>	<b>12.5%</b>	<b>12.5%</b>	<b>12.5%</b>	<b>12.5%</b>

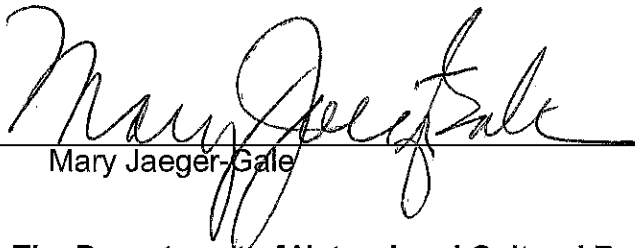
The above license fee shall be paid in four (4) installments. The first quarter installment shall be due on June 30th. The second, third, and fourth quarter installments shall be due 45 days following the end of that calendar quarter of the year at issue. For purposes of this Agreement, "Gross Revenue" is defined as the total gross revenue directly related to operation of the Park including internet and mail order sales from admissions, retail, and food & beverage operations; but excluding, however, any amounts not fully collected or reimbursed as a result of rebates, discounts, returns, or similarly uncollected revenue. If the Park's admission fee structure, product offering, or cost structure are substantially altered by revisions to the annual operating plan, a mutually agreeable adjustment to the management fee structure will be made.

It is the intent of this amendment to address provisions noted only, and in no way should this amendment be

construed to further modify this contract. All other terms and conditions remain the same. Please indicate your acceptance by signature in the area below.

IN WITNESS WHEREOF, the Contractor and the Department have each executed this Agreement in duplicate originals.

**Contractor: Chimney Rock Management, LLC**

  
\_\_\_\_\_  
Mary Jaeger-Gale

\_\_\_\_\_  
Date 3/22/17

**The Department of Natural and Cultural Resources**

\_\_\_\_\_  
Roger Odom  
Director of Procurement and Contract  
Monitoring

\_\_\_\_\_  
Date

**CERTIFICATION OF ELIGIBILITY**  
**Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor:

By: Mary Jeger GALE 3/22/17  
Signature Date  
General Manager Title  
MARY JAEGER GALE  
Printed Name

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Mervl Murtagh at [Mervl.Murtagh@nctreasurer.com](mailto:Mervl.Murtagh@nctreasurer.com) or (919) 814-

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.