

# **Roy Lake State Park**

**Prospectus for  
Lodging, Retail, Recreation  
And Other Services  
Marshall County, South Dakota**

**South Dakota Department of Game, Fish and Parks  
Division of Parks and Recreation**



## SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

523 EAST CAPITOL AVENUE | PIERRE, SD 57501

December 10, 2018

Dear Prospective Concessionaire:

Within the Glacial Lakes Region of northeast South Dakota sits one of the most unique and popular outdoor destinations in the state. Roy Lake State Park has entertained outdoor enthusiasts since 1946. This lake offers some of the best fishing, camping, swimming and boating to be found anywhere.

Roy Lake Resort is situated lakeside within the Park's west unit. The Resort features several rental cabins, a 4-unit, year-around rental lodge, a main lodge with lodging rental units and a convenience store as well as courtesy docks and rental boats. The Resort also has the capacity to include varied levels of food service. The setting is perfect for family vacations, fishing and hunting trips, or simply a place to relax.

The Resort is commercially operated under a lease with the South Dakota Department of Game, Fish and Parks. The facilities and equipment for the resort are owned by the current leaseholder, Jan Pitzl. The current lease is set to expire at the end of 2018 and Mrs. Pitzl has agreed to sell the concessionaire facilities under the terms and conditions outlined in this prospectus. The Department is advertising a new 10-year lease in conjunction with the sale transaction. The Department will consider all proposals that meet the terms covered under this prospectus.

I invite you to read the attached prospectus, visit Roy Lake State Park, and consider the opportunity of operating this resort in one of South Dakota's finest State Parks. If you have any questions, please call Sean Blanchette with the Division of Parks and Recreation at 605-773-3391. Questions and inquiries must be directed in writing to Sean Blanchette, Concessions Manager, or you may visit the Division of Parks and Recreation website at [www.sdgfp.info/Parks](http://www.sdgfp.info/Parks) for more information.

Sincerely,

Katie Ceroll, Director  
Division of Parks and Recreation



## ROY LAKE STATE PARK

### Prospectus for Lodging, Retail, Recreation and other Services

South Dakota Division of Parks and Recreation

**Date Issued:** December 10, 2018

**Offer Must be Received By:** April 15, 2019  
3:00 P.M. Central Standard Time

**Address Proposals to:**

Katie Ceroll, Director  
South Dakota Department of Game, Fish and Parks  
Division of Parks and Recreation  
523 East Capitol  
Pierre, SD 57501



## Roy Lake State Park

### Prospectus for Lodging, Retail, Recreation And other Services

#### Prospectus Table of Contents

I.	.....	Business Opportunity
II.	.....	Proposal Instructions
III.	.....	Proposal Package
IV.	.....	Settlement Agreement
V.	.....	Draft Concession Agreement and Exhibits
VI.	.....	Administrative Rules for Concessions

## BUSINESS OPPORTUNITY

# LODGING, RETAIL, RECREATION AND OTHER SERVICES AT ROY LAKE STATE PARK

South Dakota Division of Parks and Recreation

## SUMMARY OF BUSINESS OPPORTUNITY

The purpose of this Summary is to provide a synopsis of the key elements of the Roy Lake State Park Draft Concession Agreement which is attached to this Prospectus. In the event on any inconsistency between the terms of the Draft Concession Agreement and this Summary, the Draft Concession Agreement prevails.

### NATURE OF BUSINESS AND SERVICES PROVIDED

The Business Opportunity section of this Prospectus describes the commercial visitor services and essential improvements required within the Draft Concessions Agreement. The following visitor services are required:

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#### Required Services for the New Concession Contract

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1. A resort store offering grocery and food items, ice, fishing and camping supplies, fishing and park entrance licenses, basic first-aid supplies, state park souvenir sales, microwave food service and coffee bar, and miscellaneous items.
  2. Cabin rental
  3. Lodging room rental
  4. Boat rental and basic operating instruction
  5. Public access courtesy dock (not boat ramp dock).
  6. Fishing bait and tackle sales.
  7. Fishing and park entrance license sales.
  8. Boat gas, oil and grease sales.
  9. Minimum Resort season is daily operation beginning the Friday preceding Memorial Day through Labor Day of each year.
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#### Gross Revenues by Year

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2014	2015	2016	2017
\$358,720	\$363,260	\$362,896	\$309,769

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### PROPOSED MINIMUM FRANCHISE FEE

- 4 percent of gross receipts up to \$200,000
- 5 percent of gross receipts in excess of \$200,000

### REQUIRED MINIMUM REPAIR AND MAINTENANCE RESERVE

2.0 percent of annual gross receipts

### TERM OF DRAFT CONTRACT

10 years

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#### Required Investment

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Purchase of Main lodge building, Cabins, 4-plex, Docks, fuel sales pump, personal property and listed intangibles from Jan Pitzl (existing concessionaire)*	\$739,000	
<b>Total</b>	<b>\$739,000</b>	

*\*A detailed list of assets, property and intangibles was provided by the Concessionaire and is included in the Settlement Agreement in Section 4 of this prospectus.*

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**The South Dakota Division of Parks and Recreation has determined that no preferred Offeror for this Draft Concession Agreement exists. This solicitation for commercial services is fully competitive.**

## TABLE OF CONTENTS

<b>INTRODUCTION .....</b>	<b>1</b>
<b>MARKET AREA OVERVIEW.....</b>	<b>2</b>
<b>PARK OVERVIEW.....</b>	<b>5</b>
<b>EXISTING CONCESSION OPERATION.....</b>	<b>10</b>

## INTRODUCTION

The South Dakota Department of Game, Fish and Parks ("the State") seeks proposals for concession operations at Roy Lake State Park ("the Park"). This Prospectus describes in general terms the existing businesses operations and the future business opportunities for the facilities and services required by the State. Offerors are responsible for reviewing all sections of this Prospectus and, specifically, the terms and conditions of the attached Draft Concession Agreement, including its exhibits, to determine the full scope of a future concessionaire's responsibilities under the Draft Concession Agreement. The State is conducting this solicitation under the authority of ARSD 41:13 - Park Concession Leases. In the event of any inconsistency between the terms of this Prospectus and Draft Concession Agreement, the Draft Concession Agreement will prevail.

The term "concessionaire" as used in this Prospectus refers to the entity that will be the concessionaire under the Draft Concession Agreement. The term "existing concessionaire" refers to proprietor Jan Pitzl., the concessionaire under the existing concession contract ("Existing Lease").

The purpose of the Department of Game, Fish and Parks is to perpetuate, conserve, manage, protect, and enhance South Dakota's wildlife resources, parks, and outdoor recreational opportunities for the use, benefit, and enjoyment of the people of this state and its visitors, and to give the highest priority to the welfare of this state's wildlife and parks, and their environment, in planning and decisions. The Department has the following divisions:

- **Division of Wildlife** manages South Dakota's wildlife and fisheries resources and their associated habitats for their sustained and equitable use, and for the benefit, welfare and enjoyment of the citizens of this state and its visitors.
- **Division of Parks and Recreation** provides diverse outdoor recreational opportunities, acting as a catalyst for a growing tourism economy and preserving the resources with which it is entrusted. This division seeks to accomplish this through efficient, responsive and environmentally sensitive management, and constructive communication with those whom it serves.

The South Dakota State Park system includes 13 state parks, 42 recreation areas, 5 nature areas, 1 historic prairie, 70 lakeside use areas, and 10 marina/resorts. In addition, the Division of Parks and Recreation manages the 114-mile Mickelson Trail, South Dakota's Snowmobile Trail Program, 220 public water access areas and maintains 291 boat ramps with a total of 389 launching lanes.

Additional information on the South Dakota Department of Game, Fish and Parks can be found at <http://www.sdgfp.info>.

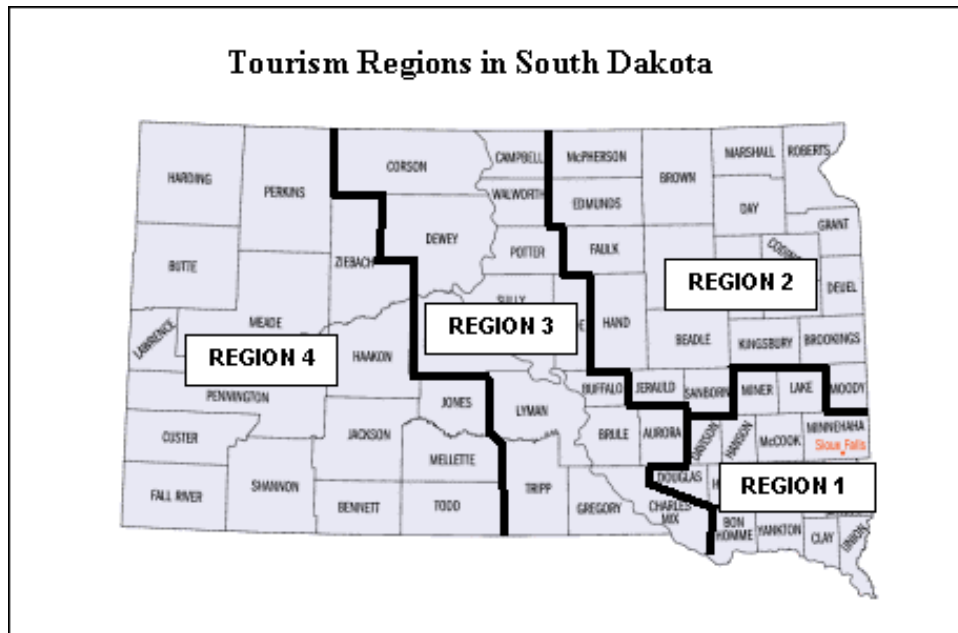
## MARKET AREA OVERVIEW

### SOUTH DAKOTA TOURISM MARKET

For tourism purposes, the South Dakota Office of Tourism has divided the state into four geographical sectors:

- Southeast South Dakota (Region 1):** Located in the southeastern area of the state, this region contains Sioux Falls, South Dakota’s largest city, a portion of the Lewis and Clark Trail along the Missouri River and many unique attractions.
- Glacial Lakes and Prairies (Region 2):** Located in the northeastern area of the state, this region is named for the many small lakes left behind by glaciers millions of years ago. Roy Lake State Park is in Region 2 and located in Marshall County.
- Great Lakes (Region 3):** Four dams built along the Missouri River created Lakes Oahe, Sharpe, Francis Case, and Lewis and Clark. This area is comprised of the counties bordering the Missouri River through the central region of the state.
- Black Hills, Badlands & Lakes (Region 4):** Within this region lies Mount Rushmore National Memorial, Wind Cave National Park, Jewel Cave National Monument, Crazy Horse Memorial, and Custer State Park. All these attractions are surrounded by the Black Hills National Forest. Numerous private and public attractions are found throughout the region. This region generates the vast majority of out-of-state visitors coming to South Dakota.

**Exhibit 1 South Dakota Tourism Regions**



Source: South Dakota Department of Tourism

**Exhibit 2 South Dakota Travel Industry Economic Impact**



Source: South Dakota Department of Tourism

## LOCAL MARKET AREA

Northeast South Dakota's focal point is its Glacial Lakes and Prairies and the recreational opportunities that they provide. Most of the fishing, boating, swimming, sailing, camping, hunting, hiking, biking, and nature appreciation that occurs in the region can be attributed to these glacial lakes. Formed by the glaciers receding to the north over 20,000 years ago, they provide a diverse economic and recreational base. Access to the Northeast Region is excellent with Interstate 29 bringing folks into the Northeast and allowing visitors to exit and explore the region via major Highways 10 or 12. Roy Lake State Park is only a short 19 mile drive from the Sisseton Exit via Highway 10. According to the 2010 Census, the population of Marshall County was 4,656. In nearby Day County the population was 5,710, and Roberts County's population was 10,149. Major economic factors in the area are recreation, tourism, and agriculture.

Along with Roy Lake State Park, other major recreation areas are Fort Sisseton State Park, Pickerel Lake Recreation Area, Sica Hollow State Park, as well as the 50 plus tri-county public water access areas. All of which provide quality water-based outdoor recreation for the region. Fort Sisseton hosts many special events throughout the year. The largest is the annual Festival in June with event attendance reaching 12,000. Sica Hollow is known for its hiking trails and fall foliage. The area also features some of the best waterfowl hunting in the state. Other species sought after by hunters include pheasant, deer and turkey. Most of the public access land is managed by the Department of Game, Fish and Parks.

Roy Lake State Park sits near the center of the Coteau des Prairie, located 2 miles south and 1 mile west of Lake City. According to the 2014 GFP survey, Roy Lake has a watershed area of 9,614 acres. The surface area of the lake is 2054 acres. The maximum depth is 21 feet and the mean depth is 10 feet. The lake has three boat ramps; they are located within the Roy Lake State Park. Two within the West Unit (northwest portion of lake) and the other is on the northeastern shore within the Park's East Unit. The fishery is primarily made up of largemouth bass, northern pike, smallmouth bass, walleye and yellow perch. Other species include black bullhead, black crappie, bluegill, channel catfish, carp, green sunfish, and white sucker.

### Attractions in the Roy Lake State Park area

- The Joseph N. Nicollet Tower and Interpretive Center
- Stavig House Museum (National Register of Historical Places)
- Song to the Great Spirit Building
- Continental Divide
- Sica Hollow (National Registry of Natural Landmarks)
- Ancient River Warren Channel (National Registry of Natural Landmarks)
- Buffalo Herds
- Cottonwood Slough-Dry Run (National Registry of Natural Landmarks)
- Sam Brown Cabin and Museum
- International Vinegar Museum
- Blue Dog State Fish Hatchery
- Waubay Wildlife Refuge
- Sand Lake Refuge
- Marshall County Prayer Rock Museum
- Strand Theatre
- Day County Museum
- Museum of Wildlife, Science & Industry
- Waubay National Wildlife Refuge

## PARK OVERVIEW

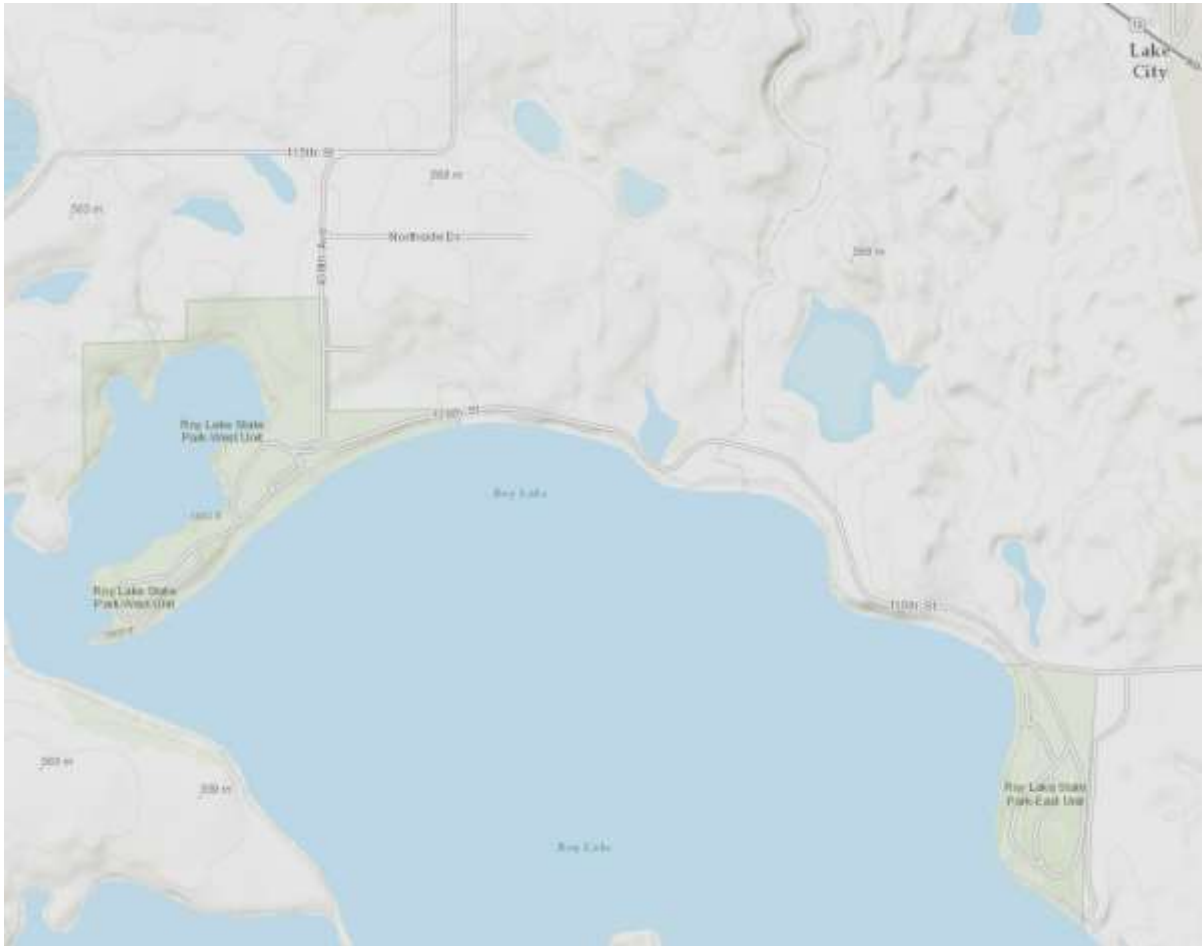
Located in the Glacial Lakes and Prairies Region of South Dakota, Roy Lake State Park is a popular site which provides access to Roy and surrounding glacial lakes and recreational services. Roy Lake is known for its excellent fishing, but you don't have to be an angler to enjoy all this park has to offer. Visitors will find sandy beaches, campgrounds, picnic areas, boat ramps and a variety of trails to keep them busy. The earliest known inhabitants of Roy Lake were members of the Woodland Culture, who built large burial mounds. Artifacts dating between 900 and 1300 A.D. have been found near the park. The Roy (or Roi) family is credited with building the area's first white settlement. Local American Indians called the crops planted along the lakeshore the "Roy Planting" and the name persisted. Roy Lake State Park consists of the following State-owned facilities:

- 2 lane boat ramp at the Park's West Unit
- Wheelchair accessible fishing pier
- Fish Cleaning Station
- 88 electrical camping sites
- 14 tenting sites
- 3 camping cabins
- 2 Comfort Stations
- Picnic Shelters
- 2 playground structures
- 2 swimming beaches
- Disc Golf Course
- Floating bridge hiking trail
- Welcome Center
- Canoe and Kayak Rentals
- Dump Station

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**Roy Lake State Park general area overview**

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*Source: State of South Dakota*

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**Roy Lake State Park West Unit**

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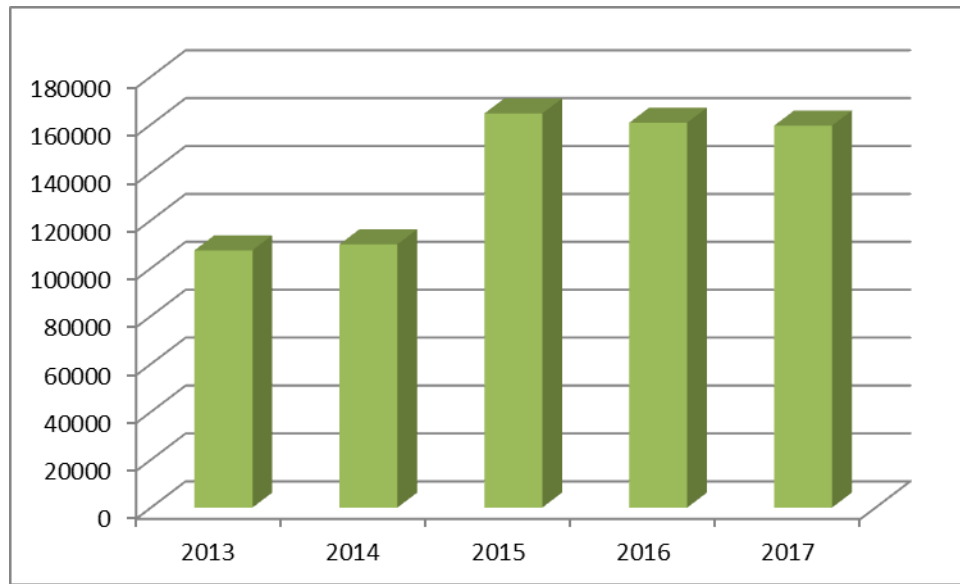


## VISITATION

Exhibit 3 displays annual visitation for Roy Lake State Park for 2013 - 2017.

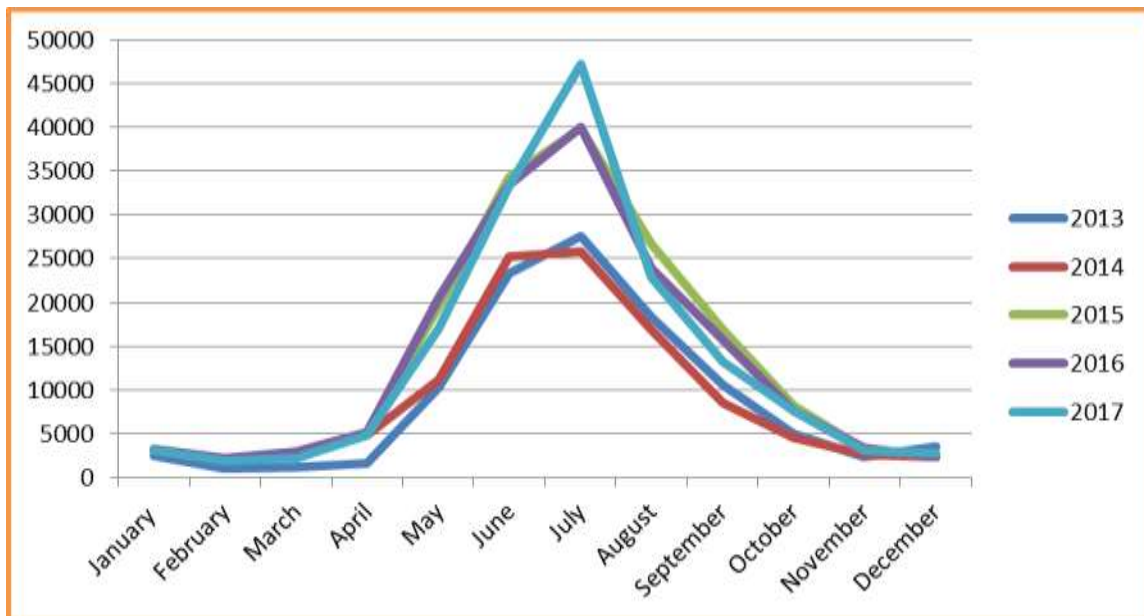
Exhibit 4 displays total visitation by month for the last 5 years. Peak months for visitation are June through August, with May and September considered shoulder months. The remaining months (October through April) are considered off-season, with low levels of visitation.

**Exhibit 3 Roy Lake State Park annual visitation 2013 – 2017**



Source: State of South Dakota

**Exhibit 4 Roy Lake State Park visitation by month 2013 - 2017**



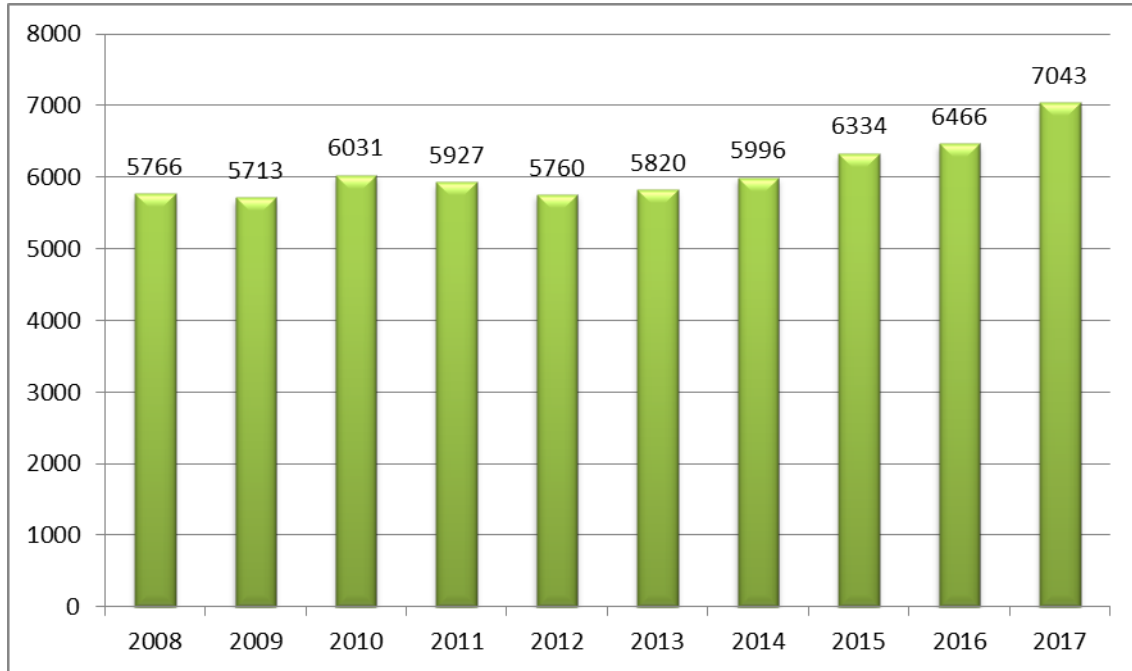
Source: State of South Dakota

Exhibit 5 displays total annual camping numbers at Roy Lake State Park for the past 9 years. Camping levels remain steady over this time.

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**Exhibit 5 Roy Lake State Park total camping numbers 2008 - 2017**

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*Source: State of South Dakota*

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## EXISTING CONCESSION OPERATION

The exhibit below provides a summary of facilities and services currently offered within the Park.

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### Exhibit 6 Facilities and Services Summary

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<b>Lodging*</b>	8 housekeeping cabins 6 condo style rental units
<b>Food and Beverage</b>	Resort has capacity for full kitchen, Current owner has pizza franchise
<b>Retail</b>	Convenience Store offering grocery and food items, ice, fishing and camping supplies, fishing and park entrance licenses, basic first-aid supplies, state park souvenir sales
<b>Recreation</b>	Boat Rental Fishing guide service
<b>Other</b>	Courtesy Docks Fueling Station (currently on water) Boat Ramp (state-owned)

*\* The upper units in the main lodge building have been utilized for on-site manager's residence in the past, which is subject to Department approval*

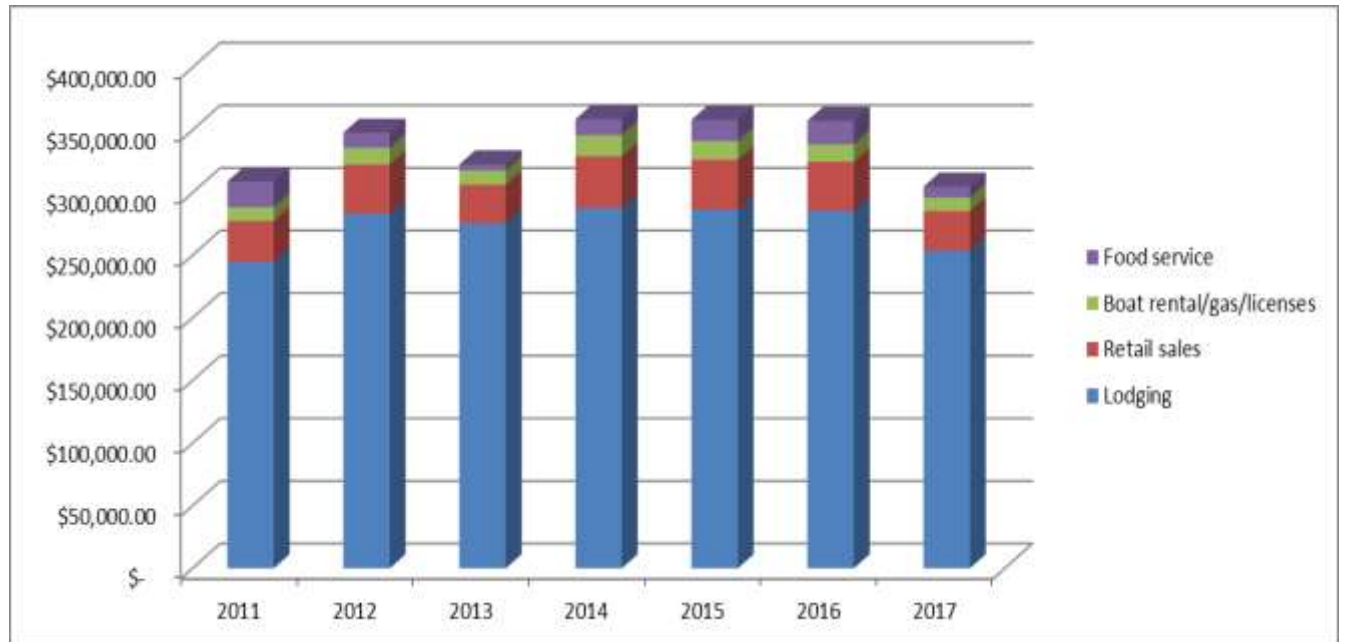
Source: State of South Dakota

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### *HISTORICAL CONTRACT REVENUES*

Exhibit 7 displays the revenue breakdown by major profit centers for the previous 6 years of operation. Roy Lake Resort's major revenue source is lodging.

**Exhibit 7 2011 - 2017 Revenue Breakdown for Roy Lake Resort**



## REPAIR AND MAINTENANCE RESERVE

The draft concession agreement requires the selected concessionaire to establish a Repair and Maintenance Reserve. The Offeror is directed to Section 14 of the draft concession agreement on the terms and conditions for the Repair and Maintenance Reserve. The Repair and Maintenance Reserve for this agreement will be a minimum of 2.0 percent of gross receipts for the term of the contract. Offerors are also required to submit a facility improvement plan aimed at upgrading, improving and renovating the existing concessionaire facilities on site. This plan must clearly show how the concessionaire intends to carry out this plan during the first year of operation and include cost estimates for all components of the plan.

## FRANCHISE FEE

The minimum franchise fee for this agreement is:

4 percent of Gross Receipts up to \$200,000

AND

5 percent of Gross Receipts in excess of \$200,000

## SITE VISIT

A site visit may be scheduled for intended bidders which will include a Park overview, on-site tour and inspection of resort facilities and property. Please contact Sean Blanchette for further details regarding a site visit.

Jennie Fuerst  
Concession and Lease Manager  
South Dakota Department of Game, Fish and Parks  
Division of Parks and Recreation  
523 E Capitol Avenue  
Joe Foss Building  
Pierre, SD 57501  
(605) 773-3391

## TERM AND EFFECTIVE DATE OF NEW AGREEMENT

The agreement will be for a term of ten (10) years. The effective date of the contract is subject to change prior to contract award if determined necessary by the State.

# **PROPOSAL PACKAGE INSTRUCTIONS**

Proposal to Provide Lodging, Retail, Recreation, and Other Services  
At Roy Lake State Park

South Dakota Division of Parks and Recreation

## PROPOSAL INSTRUCTIONS

### 1) Submission of Proposal

- a) Proposals must be received by the due date shown on the front page of this Prospectus.
- b) All proposals must be submitted to Katie Ceroll, Director, Division of Parks and Recreation, 523 E Capital Avenue, Joe Foss Building, Pierre, SD 57501. Any information received in the proposals will be confidential and will not be released by the Division unless requested by the bidder to do so. Unsuccessful bids or bids received after the deadline will be returned to the bidder. Late bids will be returned unopened.
- c) A draft concession agreement has been included in this Prospectus and sets forth the minimum terms and conditions under which the concession operation is to be conducted. Items left blank will be filled in consistent with the bid. Items included in the applicant's offer, if accepted as part of the proposal, will be incorporated into the final version of the lease agreement.
- d) Two copies and an original, plus required electronic forms, must be submitted and signed by the authorized person in the organization.

### 2) Questions

- a) If you do not understand something in the Prospectus, you must submit your questions in writing to the following person no later than March 15, 2019.  
Jennie Fuerst  
Concessions and Lease Manager  
South Dakota Department of Game, Fish and Parks  
Division of Parks and Recreation  
523 E Capital Avenue  
Joe Foss Building  
Pierre, SD 57501
- b) The Division will respond to questions in writing, and will provide the questions and responses to all potential Offerors who have requested a Prospectus. Questions submitted after this date may not be answered.

### 3) Forms in Which Proposal Must be Submitted

- a) Offerors must follow the format provided in the Proposal Package, including in its entirety without alteration the "Offeror's Transmittal Letter," in competing for the concession opportunity. Failure to submit the Offeror's Transmittal Letter without alteration (except for filling in the indicated blanks) and a completed copy of the Proposal Package will make your proposal non-responsive.
- b) Please number each page and section in your completed proposal. Add information to your proposal only to the extent that it is necessary and relevant to respond to the factor. Each page should have a heading identifying the selection factor and subfactor to which the information contained on the page responds. Stay within the organizational framework in the Proposal Package. However, in assessing an offeror's response to a given selection factor, the Division may consider relevant information contained elsewhere in the proposal.

### 4) Evaluation of Offers

- a) All proposals received by the deadline will be evaluated by the Division of Parks and Recreation based on the following factors:
  - Managerial and operational experience – 25%
  - Financial capabilities – 25%
  - Franchise fee, repair and maintenance reserve and other benefits offered 20%
  - Other factors, including sales and marketing – 20%
  - The proposals attention to adherence to the instructions and requests included in this prospectus – 10%
- b) The Division of Parks and Recreation reserves the right to reject or disregard any proposals submitted or to make counter proposals which it may consider reasonable or desirable, and it reserves the right to negotiate with the bidder making the proposal deemed best to achieve the most desirable Agreement.
- c) The bidder, by submission of this proposal, agrees that if selected by the Department, to complete the negotiation and execution of an agreement within 60 days of notification by the Department.

#### **5) Cautions to Offerors about Submission and Evaluation of Proposals**

- a) Offerors must follow the format provided in the Proposal Package, including in its entirety without alteration the "Offeror's Transmittal Letter," in competing for the concession opportunity. Failure to submit the Offeror's Transmittal Letter without alteration (except for filling in the indicated blanks) and a completed copy of the Proposal Package will make your proposal non-responsive.
- b) All information regarding this Prospectus will be issued in writing. No Department or other State of South Dakota official is authorized to make substantive oral representations relating to this matter, and no Offeror should rely on any oral representations made by government officials with respect to this transaction.
- c) The proposal includes the selection factors to be used by the Department to evaluate proposals. Under each factor, the Department identifies subfactors to ensure that all elements of the factor are considered. You, the Offeror, should ensure that you fully address all of the selection factors and related subfactors.
- d) The information provided in this Prospectus, including the Appendices, is provided to allow Offerors to understand the operations and terms of the new concession agreement. Offerors are encouraged to thoroughly review all information and required submittal documents before beginning to prepare a proposal.
- e) The Settlement Agreement contained in Section 4 of this prospectus has been agreed to by the Department and current Concessionaire. The Agreement contains certain terms of sale intended to expedite the closing process upon selection of a proposal to which all Offerors must agree. The Offeror is responsible for fully understanding the terms of sale contained in the Settlement Agreement which include but are not limited to the disposition of advanced deposits, inventory, existing book of business and intangible items. Offeror understands that a portion of advanced deposits will be retained by the current Concessionaire as detailed in the Settlement Agreement.
- f) If you propose to make any financial commitments and considerations in response to any selection factor, your proposal will be closely reviewed and analyzed against your financial statements and supporting documents with appropriate review of feasibility. Such documents reviewed and analyzed will include but not be limited to the Business Organization and Credit Information, pro forma income statements, audited financial statements and balance sheets required in the proposal.
- g) The proposal and related materials submitted should reflect the entire proposal you are making. The Department will consider your written submission as your full and final proposal in response to the

Prospectus, and will make its selection based on the written information you have submitted and other appropriate information. Do not assume that the Department knows anything about you or your proposal. Do not assume that any information about you or your proposal, previous correspondence or previous submissions are in the possession of or will be considered by the Department. This is true even if you are the current concessionaire or have operated another concession within the State of South Dakota.

- h) The draft concession agreement and its exhibits, which set forth the terms and conditions under which the concession operation is to be conducted, are attached. The Director may amend this Prospectus and/or draft concession agreement including extending date prior to the proposal due date. The Director may also cancel a solicitation at any time before the award of the concession agreement if the Director determines in its discretion that this action is appropriate in the public interest. No Offeror or other person will obtain compensable or other legal rights as a result of an amended, extended, canceled or reissued solicitation for this concession agreement.
- i) Document delivery services, including overnight delivery, to some areas may not provide true overnight delivery. Offerors are encouraged to insure the timely submittal of proposals by contacting the delivery service of their choice regarding delivery availability for the specific location specified on the front page of this Prospectus.
- j) Offerors are responsible for undertaking appropriate due diligence with respect to this business opportunity.
- k) The Department makes no representations as to the validity of the value of the required investment or the profitability or financial feasibility of the Roy Lake Resort business opportunity.
- l) The Offeror assumes all financial risks and liabilities associated with the sale transaction, investment and operation of Roy Lake Resort and further releases, indemnifies and holds harmless the Department from any responsibility for any such risk or liability.
- m) Offeror understands that, if selected, it is required to purchase existing concessionaire facilities as well as concessionaire's personal property in accordance with ARSD 41:13 (1990 Version). Offeror further understands that the advertised lease will be subject to ARSD 41:13 (2005 Version) which provides that upon future sale, the required purchase will be limited to only concessionaire facilities. Personal property purchased by the selected concessionaire pursuant to this prospectus may be sold in the future upon sale to a successor on negotiated terms but the future successor will not be required to purchase said personal property as part of a future prospectus.

# PROPOSAL PACKAGE

PROPOSAL TO PROVIDE LODGING  
RETAIL, RECREATION AND OTHER SERVICES  
AT ROY LAKE STATE PARK

South Dakota Division of Parks and Recreation

## EXHIBIT 1: THE OFFER

Katie Ceroll, Director  
South Dakota Division of Parks and Recreation  
523 East Capitol Avenue  
Pierre, SD 57501-3185

Dear Mrs. Ceroll:

I hereby agree to provide visitor services, facilities, and improvements at Roy Lake State Park in accordance with the terms and conditions specified in the prospectus, draft concession or lease agreement provided in the Prospectus; and to execute the draft concession agreement. I have attached, to support my offer, those items as described in Exhibit 2 (Certificate of Corporate Proponent) and 3 (Proposal) of the Prospectus

By submitting this Proposal I hereby agree, if selected for award of the next concession lease:

1. To commence operations under the next concession lease on the effective date of the lease
2. To the terms, conditions, and values included in the Settlement Agreement
3. To resolve any disputes that may occur in accordance with the Administrative Rules of South Dakota
4. (Include only if the Offeror is not to be the Concessionaire under the draft concession agreement)  
To provide the entity that is to be the Concessionaire under the draft concession agreement with the funding, management, and other resources described in the proposal.

If selected by the Game, Fish and Parks Commission, I agree, within 30 days of notification and acceptance of my offer, to enter into negotiations with the South Dakota Department of Game, Fish and Parks for a concession agreement to furnish the accommodations and services as described in the prospectus.

Sincerely,

Signature

\_\_\_\_\_  
Witness

(Seal)

\_\_\_\_\_  
Company of Corporation

Address \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

## EXHIBIT 2: CERTIFICATE OF CORPORATE PROPONENT

I \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as proponent herein; that \_\_\_\_\_, who signed this proposal on behalf of the offer; was then \_\_\_\_\_ of said corporation; that said proposal was duly signed in behalf of the corporation by authority of its governing body and within the scope of its corporate powers.

\_\_\_\_\_

Title

## EXHIBIT 3: PROPOSAL

### PART 1: MANAGERIAL EXPERIENCE

#### STATE'S OBJECTIVES

The State is interested in appointing a concessionaire who has the relevant management and operational experience to manage the concession operation at Roy Lake State Park. The State wishes to understand the background of the Offeror in providing the same or similar types of services as those to be provided under the Concession Agreement.

#### QUESTIONS

##### **Question 1.1 Resume and experience of key executive personnel**

Demonstrate that your organization's key executive personnel have the experience and skills to effectively carry out the responsibilities of the Draft Concession Agreement.

- a. Provide a resume to describe the qualifications of the corporate officer(s)/executives with responsibility for directly supervising the general manager or any other member of the management team for this concession agreement. Include relevant experience, minimum qualifications, certifications (if applicable), and education in a consistent format.

##### **Question 1.2 Outline your organizational structure**

Demonstrate that your organization is structured to effectively carry out the responsibilities of the Draft Concession Agreement by providing the following information:

- a. Clearly outline the organizational structure you intend to use to manage and execute the services contemplated under the new Concession Agreement during peak and shoulder seasons.

##### **Question 1.3 Outline management for Roy Lake Resort services**

Demonstrate that your management team can effectively carry out the responsibilities of the Draft Concession Agreement by describing the qualifications of the person you would employ for the position listed below. Include relevant experience, minimum qualifications, certifications (if applicable), and education in a consistent format.

- a. General Manager

##### **Question 1.4 Prior experience**

The State believes that past experience is an indication of future performance. Please provide example(s) of your experience in the operation and management of lodging, food and beverage, retail and other recreational facilities. The State will evaluate, among other factors, the length of experience, and the size and scope of the operation. For each operation discussed, provide the following information:

- a. Provide the name and location of operation
- b. Identify the owner or operator that you managed the project for including contact information (phone and email)
- c. Describe the nature and tenure of the Offeror's involvement

- d. Present information on the size of the operation: for example number of rooms, number of seats, retail square feet
- e. Provide the total number of structures associated with the operation and the square footage
- f. Describe the amenities and services offered
- g. Gross revenues for the most recent three years of operation in which the Offeror was involved with the business
- h. Provide service volume and annual operating performance metrics for the most recently completed operating year/season for each operation (e.g. occupancy, average daily rate, cover counts, average check, retail revenue per square foot, number of guests etc.)
- i. Indicate the current status of the business (e.g., owned and operated by Offeror, sold, open but no longer operated by Offeror, closed, etc.)
- j. Detail the number of full-time, part-time and seasonal employees

**Question 1.5 Prior experience with external stakeholders**

The Park has spent considerable time and effort to develop and foster good working relationships with the surrounding community: i.e., Chambers, tourism organizations, CVB and other associations interested in the well being of the Park. Please describe your experience with relationships with similar organizations and communities in and around locations where you currently have business operations. Please describe specific details regarding these relationships, including

- a) nature of relationship (formal versus informal)
- b) lead contact for the partner relationship including phone number and name
- c) annual time commitment
- d) funding relationships

## PART 2: FINANCIAL CAPABILITIES

### STATE'S OBJECTIVES

The State wishes to ensure that the future Concessionaire is financially able to meet the requirements of the Concession Agreement, and has a financial history that demonstrates the ability of the Offeror to operate the concession profitably and effectively.

### QUESTIONS

#### Question 2.1 Financial statements

Demonstrate that you are financially sound and have a history of meeting your financial obligations by providing financial statements in accordance with Generally Accepted Accounting Principles for the two most recent fiscal years, with all notes to the financial statements. Financial statements should be provided for the Offeror AND all parent companies. Personal financial statements must be provided for any owners of a sole proprietorship or general partners within a partnership.

#### Question 2.2 Credit report

Provide a current credit report (within the last three months) from a major credit reporting company such as Equifax, Experian or Dunn & Bradstreet.

#### Question 2.3 Initial Investment Schedule

Demonstrate your understanding of the financial obligations of the draft Concession Agreement by providing your estimates of the acquisition and start-up costs of this business using the Acquisition and Startup Cost form included at the end of this section and on the excel spreadsheet provided in the appendix. Explain fully the methodology and the assumptions used to develop the estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

#### Question 2.4 Sources of capital

Demonstrate your ability to obtain the required investment funds detailed above. Identify the source(s) of the funds and provide compelling documentation of your ability to obtain the funds from these sources. Explain fully the financial arrangements you propose, using the following guidelines:

- a. Document each source and availability of all funds with your current audited financial statements, financing agreements, letters of commitment, or similar supporting documents.
- b. If funds are to be obtained from lending institutions (banks, savings and loans, etc.), include a letter (addressed to the lender and containing all appropriate bank contact information) permitting the lender to release any information to the State concerning the financing arrangements of this opportunity. Include the contact name on the letter.
- c. If funds are to be obtained from an individual, or a corporation whose primary fund source is an individual, provide the following as appropriate:
  - Current personal financial statement for the primary source of funds.
  - Documentation of any assets to be sold.

**Question 2.5 Prospective financial statements**

Demonstrate that your proposal is financially viable. Using the excel spreadsheets provided in the appendix (samples of these forms are located at the end of this section) and following the guidelines below, provide estimates of prospective revenues and expenses of the concession business in the form of annual prospective income and cash flow statements for the term of the Concession Agreement. Please clearly provide the following in support of your estimates:

- a. State and incorporate the annual inflation rate and estimates of real growth you anticipate.
- b. You may expand on the information requested on the form, but do not provide less, do not reduce the captions called for, and do not change the order of items.
- c. Do not add or eliminate columns or rows on the Excel spreadsheets provided in the appendix. If you wish to provide additional information, do so in additional spreadsheets, outside of the ones provided. If additional information is provided, clearly identify how it fits into the income statement, cash flow, and/or assumption tables.
- d. Identify the fiscal year beginning and end dates (month and day) that the offeror proposes to operate within.
- e. Provide a clear and concise narrative explanation of the method(s) used to prepare the estimates and the assumptions on which your projections are based. Information must be sufficiently detailed to allow a reviewer to determine the basis for the estimates and make a determination of whether or not the projections are realistic.
- f. If you intend to assess a Management Fee, or other form of corporate overhead and profit, you must CLEARLY describe what this fee is comprised of (Officer salaries, human resources, accounting, marketing, profit, etc.).
- g. Clearly identify your estimates for real property repair and maintenance reserve.
- h. Provide workforce estimates in Full Time Equivalents (FTE) for each operating department identified.

## PART 3: FRANCHISE FEES AND OTHER BENEFITS

### STATE'S OBJECTIVES

The State seeks to balance visitor services and resource protection with financial returns which are reinvested back into the facilities at Roy Lake State Park; and concessionaire re-investment.

### QUESTIONS

#### Question 3.1 Franchise fee

The minimum franchise fee acceptable to the State is 4% percent of gross receipts up to \$200,000 and 5% of Gross Receipts in excess of \$200,000.

The offer of a higher franchise fee than this minimum is generally beneficial to the State and accordingly will generally be more favorably evaluated. However the State will balance consideration of revenue with its objectives of protecting, conserving, and preserving resources of the park area and of providing visitor services to the public at reasonable rates.

State the franchise fee that you propose. Such fee must at least equal the minimum franchise fee set forth above. Express this fee as a percentage of annual gross receipts.

\_\_\_\_\_percent of annual gross receipts up to \$200,000

-AND-

\_\_\_\_\_percent of annual gross receipts in excess of \$200,000

#### Question 3.2 Repair and Maintenance Reserve

As outlined in the Business Opportunity section, the State believes that well maintained facilities at Roy Lake State Park are an integral part of the visitor experience. The Draft Agreement specifies a Repair and Maintenance Reserve Program of at least 2.0% of annual gross receipts. In addition, the State believes that the minimum continued re-investment in repair and maintenance throughout the term of 2.0 percent of Gross Receipts will assist in preserving a high level of appearance and functionality that is integral to the visitor experience.

Given the State's objectives and the requirements discussed in the Business Opportunity section and clarified in Section 14 of the Draft Agreement, please elaborate on your plan for facility repair and maintenance. Your plan should include the following:

1. Brief description of the plan, including a strategy to make immediate improvements in the first year of operation
2. Preliminary observations of items to be renovated (i.e. flooring, walls, windows, access, etc.), your expected schedule, and prioritization plan
3. Estimated costs (if available)

4. Policies and samples of replacement schedules currently used

Express this fee as a percentage of annual gross receipts:

\_\_\_\_\_percent of annual gross receipts

## PART 4: OTHER CRITERIA

### STATE'S OBJECTIVES

In addition to managerial capability, financial capabilities, and franchise fee and other benefits, the State has identified the following items as being critical to the success of operations at Roy Lake State Park

- Sales and Marketing
- Other facilities and services offered

### QUESTIONS

#### Question 4.1 Sales and Marketing

The State realizes the prominent role that outdoor recreation plays in our economy, and the value of attracting additional tourism activity to the area. Additionally, the state believes that the glacial lakes area of northeast South Dakota with its abundance of natural beauty and recreational opportunity, is well established as a major recreational destination in the state. Promotion is just one part of the successful marketing efforts that a concessionaire will need to undertake in order to maximize the public perception and awareness of this resource.

Please provide a sample marketing plan for Roy Lake Resort that will provide for the maximum public use, business growth, and fulfillment of the obligations outlined in the draft concession agreement. This plan should include at a minimum the following items

- a. Background and overview
- b. Identification and segmentation of target market segments
- c. Strategy for marketing to each segment, including trends associated with each segment, an estimation of resources to be allocated to each segment, and comparable mix of business to other similar business operations
- d. Your philosophy on customer service, meeting visitor expectations, and expanding the customer base.

#### Question 4.2 Other Facilities and Services Offered

Please describe any additional facilities and services that you propose that will expand, enhance and improve the visitor experience at Roy Lake State Park.

## ACQUISITION AND STARTUP COSTS FORM

<b>Acquisition Cost <sup>(1)</sup></b>		\$ _____
Possessory Interest	\$ _____	
Other Incumbent Concessionaire Property		
Personal Property	\$ _____	
Inventory	\$ _____	
		\$ _____
<b>Immediate Purchase of New Items</b>		
Personal Property (Year One and Two total)	\$ _____	
Merchandise and Supplies	\$ _____	
		\$ _____
<b>Initial Improvements</b>		
Initial Improvements in facilities <sup>(2)</sup>	\$ _____	
Deferred maintenance <sup>(2)</sup>	\$ _____	
		\$ _____
<b>Other Soft Costs <sup>(2)</sup></b>		\$ _____
<b>Initial Working Capital <sup>(2)</sup></b>		\$ _____
<b>Total Acquisition Cost</b>		\$ _____

(1) All Offerors must include their estimate of the value of all property intended, whether planned for acquisition or currently owned, for use in the new Agreement

(2) Provide detail

# SAMPLE INCOME STATEMENT

Refer to Part 2: Question 2.5 Prospective financial statements

Company Name:		Roy Lake Resort									
Location:		Roy Lake Resort									
Prospective Income Statement											
	Year 1	%	Year 2	%	Year 3	%	Year 4	%	Year 5		
Food and Beverage											
Lodging											
Boat Rental											
Retail											
Other											
<b>Total Gross Revenue</b>	0		0		0		0		0	0	
Total Gross Receipts (if Different)											
<b>Cost of Sales</b>											
Lodging	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Boat Rental	#REF!		#REF!		#REF!		#REF!		#REF!		
Retail	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Other	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
<b>Total Cost of Sales</b>	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	
<b>Gross Profit</b>	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	
<b>Direct Expenses</b>											
Lodging											
Wages	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Taxes and Benefits	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Other Direct (specify line items in assumptions)	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Boat Rental											
Wages	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Taxes and Benefits	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Other Direct (specify line items in assumptions)	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Retail											
Wages	#REF!		#REF!		#REF!		#REF!		#REF!		
Taxes and Benefits	#REF!		#REF!		#REF!		#REF!		#REF!		
Other Direct (specify line items in assumptions)	#REF!		#REF!		#REF!		#REF!		#REF!		
Other (Describe)											
Wages	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Taxes and Benefits	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Other Direct (specify line items in assumptions)	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
<b>Total Direct Expenses</b>	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	
<b>Undistributed Expenses</b>											
Administrative and General-Payrol, Taxes and Benefits	#DIV/0!		#DIV/0!		0	#DIV/0!		#DIV/0!		#DIV/0!	
Administrative and General-Other	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Marketing	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Repair and Maintenance	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Utilities	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Management Fee	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
<b>Total Undistributed</b>	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	
<b>Fixed Expenses</b>											
Property Taxes	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Insurance	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Franchise Fees	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Repairs and Maintenance Reserve	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Capital Lease	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Personal Property Replacement											
Other	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
<b>Total Fixed Expenses</b>	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	
<b>FRITDA</b>	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	
Interest Expense	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Depreciation	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Amortization	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
<b>Net Profit Before Taxes</b>	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	
Income Tax	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
<b>Net Income</b>	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	

# ASSUMPTIONS SAMPLE

Refer to Part 2: Question 2.5 Prospective financial statements

**Company Name**

**CONCID**

Roy Lake Resort

**Assumptions**

**General**

Contract Start Date

Revenue Inflation

Expense Inflation

<b>Revenue Build Up</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>
-------------------------	-----------------	-----------------	-------------------	------------------	------------------

<b>Lodging Revenue</b>					
------------------------	--	--	--	--	--

Number of Units

Price per night

Number of nights

Annual Revenue

<b>Boat Rental</b>					
--------------------	--	--	--	--	--

Number of Units

rate

Annual Revenue

<b>Retail</b>					
---------------	--	--	--	--	--

Describe, including revenue estimates

<b>Food and beverage</b>					
--------------------------	--	--	--	--	--

Describe, including revenue estimates

<b>Other Departmental Revenue</b>					
-----------------------------------	--	--	--	--	--

Describe, including revenue estimates

# CASH FLOW SAMPLE

Refer to Part 2: Question 2.5 Prospective financial statements

Company Name

CONCID

Roy Lake Resort

Prospective Cash Flow Statement

<b>Operating Activities</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Net Income					
Adjustment to Reconcile Cash Flow					
Depreciation					
Amortization					
Gain/Loss on Sale of Fixed Assets					
Change in working capital					
Other (describe)					
<b>Net Cash Provided by Operating Activities</b>	-	-	-	-	-
<b>Financing Activities</b>					
Dividend					
Notes Payable					
Other (describe)					
<b>Net Cash Used in Financing Activities</b>	-	-	-	-	-
<b>Investment Activities</b>					
Purchase of Possessory Interest					
Creation/Acquisition of New Possessory Interest					
Proceeds from sale of Possessory Interest					
Proceeds from Sale of Personal Property and Inventory					
Other (describe)					
<b>Net cash used in investing activities</b>	-	-	-	-	-
<b>Total Cash Flow</b>	-	-	-	-	-
Cash beginning of year					
Cash end of year					

## ADDENDUM TO SETTLEMENT AGREEMENT

The undersigned agree that this Addendum shall become a part of the Settlement Agreement executed and effective July 10, 2018 between the South Dakota Department of Game, Fish and Parks and Roy Lake Resort.

1. The parties agree that paragraph 1. of the Settlement Agreement shall be amended to state:

“1. The parties hereby agree that the Prospectus which is currently being developed in connection with soliciting bids for the new Roy Lake State Park concession lease will provide for the following:

- a. That a new concessionaire shall be required to purchase the following at a price of \$739,000:

- i. Concessionaire's interest in Concessionaire Facilities and associated personal property as more fully explained and itemized on the "Asset List" attached hereto as Exhibit "A" and incorporated herein by this reference; and
- ii. Concessionaire's intangibles used in providing concession services as itemized on the "Intangible Listing" attached hereto as Exhibit "B" and incorporated herein by this reference "

2. The forthcoming prospectus shall reflect the sale price indicated in the above amended Paragraph 1.
3. Both parties agree that a copy of this Addendum will be included in the Prospectus.
4. Except for as amended herein, all other terms and conditions of the Settlement Agreement between the South Dakota Department of Game, Fish and Parks and Roy Lake Resort dated July 10, 2018 shall remain in full force and effect.

END OF AGREEMENT TEXT

Dated effective this 5 day of September, 2018.

CONCESSIONAIRE.

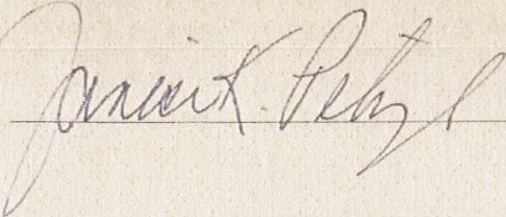
By: \_\_\_\_\_

STATE OF SOUTH DAKOTA  
DEPARTMENT OF GAME, FISH AND PARKS

for By: *Robert J. Schmidt*  
Katie Ceroll, Director *assistant director*  
Division of Parks and Recreation

Dated effective this 4<sup>th</sup> day of September, 2018.

CONCESSIONAIRE.

By: 

STATE OF SOUTH DAKOTA  
DEPARTMENT OF GAME, FISH AND PARKS

By: \_\_\_\_\_  
Katie Ceroll, Director  
Division of Parks and Recreation

## SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 10 day of July, 2018, by and between the State of South Dakota, Department of Game, Fish and Parks (hereinafter "GFP"), of 523 East Capitol, Pierre, SD 57501, and Roy Lake Resort, LLC (hereinafter "Concessionaire") of 11571 Northside Drive, Lake City, SD 57247.

WHEREAS, Concessionaire is the concessionaire under an existing concession lease agreement with GFP, for the operation of resort facilities and concessions at Roy Lake State Park, which said concession lease will expire on December 30, 2018; and

WHEREAS, the Parks and Recreation Division of GFP is presently in the process of developing a Prospectus for the issuance of a new ten year concession lease at Roy Lake State Park (hereinafter "New Concession Lease"); and

WHEREAS, the parties desire to enter into an agreement in advance to resolve issues that may arise in connection with the Prospectus, solicitation of bids and awarding of the New Concession Lease and to anticipate the possibility of transfer of the operations and assets at Roy Lake Resort to a new concessionaire;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter made by and between the parties hereto, the parties agree as follows:

1. The parties hereby agree that the Prospectus which is currently being developed in connection with soliciting bids for the new Roy Lake State Park concession lease will provide for the following:
  - a. That a new concessionaire shall be required to purchase the following at a price of \$795,000:
    - i. Concessionaire's interest in Concessionaire Facilities and associated personal property as more fully explained and itemized on the "Asset List" attached hereto as Exhibit "A" and incorporated herein by this reference; and
    - ii. Concessionaire's intangibles used in providing concession services as itemized on the "Intangible Listing" attached hereto as Exhibit "B" and incorporated herein by this reference
  - b. Closing is anticipated to take place prior to December 31, 2018. The closing site shall be a neutral site such as a title insurance company or bank in South Dakota. Any escrow closing costs shall be the expense of the new concessionaire. Concessionaire shall cooperate with all reasonable closing requirements which are necessary to close the transaction in a business-like manner. Concessionaire will upon full payment for all such

property on the appraisal, provide a Bill of Sale to the new concessionaire at closing.

- c. All payments required under this Agreement and under the Prospectus to Concessionaire by the new concessionaire or GFP shall be made in full at the time of closing.
2. The parties agree that upon transition of management and operations from Concessionaire to a new, as yet to be identified or selected concessionaire at the termination of the current concession agreement, it may be necessary for purposes of purchase by a new concessionaire to conduct an inventory of equipment, personal property and perishable items maintained in stock and in the possession of Concessionaire at the termination of the concession agreement. Values and compensation for inventoried items shall be inventoried and valued as agreed upon by Concessionaire and the new Concessionaire.
3. The parties agree that upon transition of management and operations from Concessionaire to a new, as yet to be identified or selected concessionaire at the termination of the current concession agreement, it will be necessary for new concessionaire to obtain licenses for various services such as food service, lodging, etc. Current licenses held by Concessionaire may be transferred to or purchased by new concessionaire, where allowable, as agreed upon by Concessionaire and the new concessionaire. In any event, it shall be the responsibility of the new concessionaire to obtain and secure all applicable licenses.
4. Concessionaire agrees to cooperate with GFP in scheduling and providing staff to assist with an initial site visit by prospective prospectus bidders. The Concessionaire may conduct site visits for interested parties on a walk-in basis only, provided, however, that GFP shall be provided immediate notice of such site visit as well as contact information for the party involved and a listing of any information or documentation disclosed by Concessionaire to the party involved which is not already disclosed in the prospectus. Concessionaire acknowledges that any information it discloses to any such walk-in party shall also be disclosed by GFP to all identified interested parties of record. Additional site visits may be coordinated by either GFP or Concessionaire, and arrangements for such additional site visits shall be made by mutual written agreement at least twenty-four (24) hours in advance to keep to a minimum any disruption to Concessionaire or resort guests. Concessionaire agrees to waive any claim for compensation for the time of its principals or staff in participating in site visits of the premises. Concessionaire agrees that it will not independently respond to information inquiries or documentation requests received from potential prospectus bidders. In the event it receives such inquiries, Concessionaire agrees to advise any potential prospectus bidders that any inquiries must be made in writing directed to GFP. If GFP is unable to provide a satisfactory response to such inquiries, it will forward such inquiries to Jan Pitzl as Concessionaire's designated representative, who shall within seven (7) days of his receipt thereof provide GFP with Concessionaire's reasonable written response to

such inquiries. Upon its receipt of Concessionaire's responses, GFP will forward responses to inquiries to all Prospectus bidders. In addition, Concessionaire agrees to waive any claim for compensation for the time of its principals or staff spent in participating in a tour of the premises and reasonable review of the property with a prospective or new concessionaire.

5. Concessionaire agrees to cooperate with GFP in compiling any pertinent financial information and statements as may be reasonably requested by potential bidders. Concessionaire further understands that any information provided pursuant to a request from a potential bidder will be provided to all potential bidders who have made an information request. Existing financial information provided to and on file with GFP as required by the existing Concession Agreement may be disclosed to potential bidders. Any financial information disclosed to potential bidders will be under letter of confidentiality.
6. Concessionaire, its officers, and authorized representatives, agrees to take no actions or make representations of any kind which are designed or intended to discourage or influence interested parties from bidding for the new Roy Lake State Park Concession Lease or to influence the amount of the bid by a prospective concessionaire. Concessionaire will not misrepresent any matters concerning the resort facilities or concessions to a prospective concessionaire.
7. Following selection of the new concessionaire, Concessionaire shall provide the new concessionaire and GFP with a lodging reservation summary as of the last day of the month prior to the selection of the new concessionaire and thereafter update it on a monthly basis. The reservation summary shall include, for each lodging facility, a summary of the dates of stay, estimated rates, and amounts of advanced deposits received. The names of the guest, guests' addresses, contact information and dates of stay by guests or slip renters will be held by the Concessionaire until closing unless an earlier agreement is reached between Concessionaire and a new concessionaire. At closing, Concessionaire shall provide a new concessionaire with a complete accounting of receipts for advance reservations and advance deposits received prorated to the date of possession. Concessionaire shall retain an amount equal to the lodging fee for the first night's stay for each customer reserved in advance by Concessionaire. The remainder of the advanced deposits will be paid over to the new concessionaire at the time of closing. Concessionaire agrees not to make any reservations at an amount less than the full normal rate.
8. The parties agree that upon execution of a new concession lease and transfer of Concessionaire's Possessory Interest in Concessionaire Facilities and intangibles to a successor, the Concessionaire shall be required to provide GFP with satisfactions of all collateral assignments, financing statements and mortgages which Concessionaire has provided to any financial institution in connection with the property interests being sold and transferred to the new concessionaire.

9. This Agreement reflects the complete and final expression of the parties' agreement, superseding all prior negotiations or agreements, whether written or oral. This agreement may not be modified or amended except in writing executed by both parties.
10. Any reference in this agreement to a party shall be construed to include that party and its officers and directors, shareholders, members, successors, assigns, heirs, devisees, administrators, parents and subsidiaries, affiliates, employees, and agents. This Agreement is binding upon and inures to the benefit of each party to this agreement, and to all officers, directors, shareholders, members, successors, assignees, devisees, administrators, parents and subsidiaries, affiliates, employees, and agents.
11. This Agreement may be executed in identical counterparts. Each counterpart shall be deemed an original of this Agreement.
12. The parties agree to execute, file and deliver such additional documents and instruments, and to perform such additional acts as are necessary, appropriate, or reasonably requested to effectuate, consummate, or perform and of the terms, provisions or conditions of this agreement.
13. The parties each warrant and represent that they have read this Agreement and have been fully informed and have full knowledge of the terms, conditions, and effects of this Agreement, and they have either personally or through their attorneys, fully investigated to their full satisfaction the facts surrounding the various issues and matters sought to be addressed and resolved herein, and understand and are satisfied with the terms and effects of this Agreement, which are contractually binding. The parties agree that no promise or inducement had been offered or made except as herein set forth, and that this Agreement is executed of their own free act and deed without reliance on any statement or representation except as herein set forth.
14. Any interpretation or construction of the terms and conditions set forth in this agreement shall be governed by the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
15. Concessionaire hereby designates Jan Pitzl as its authorized representative for all purposes under this Agreement including but not limited to the authority to execute same on behalf of Concessionaire. GFP hereby authorizes Katie Ceroll as its authorized representative for all purposes under this Agreement including but not limited to the authority to execute same on behalf of GFP. The parties warrant that they have taken or will take within a reasonable period of time, all action necessary in order to authorize and/or ratify the making and execution of this Agreement and will verify the same with authenticated copies of corporate and commission resolutions appropriate for the same.

16. Both parties agree that a copy of this executed Agreement will be made a part of the Prospectus.

**END OF AGREEMENT TEXT**

Dated this 10<sup>th</sup> day of July, 2018.

ROY LAKE RESORT, LLC

By: Jan Pitzl  
Jan Pitzl

THE STATE OF SOUTH DAKOTA,  
DEPARTMENT OF GAME, FISH AND PARKS

By: Katie Ceroll  
Katie Ceroll, Director, Division of Parks and  
Recreation

EXHIBIT A  
SETTLEMENT AGREEMENT ROY LAKE RESORT  
"ASSET LIST"  
Page 1 of 9

Roy Lake Resort and Lodge

**Asset List "A"**

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**Broad breakdown of Value for Roy Lake Resort Including Purchase Price & Options**  
Roy Lake Resort is a 14-Unit Multi-Service Resort- Lodging, Restaurant, Retail, Boat Rentals

**Tangible Assets (4 Main Categories)**

Main Lodge "Building A" (including Condos 14 & 15, Manager Residence, Restaurant, Housekeeping, FF&E, tools and Inventory) ~6200 SqFt  
Condominium Building "Building C" (Includes 4 condos and 2 laundry rooms with common furnace/utility room, hallways, FF&E) ~4200 SqFt  
Cabins 1-8 "Building B" (8 individual/Stand-Alone buildings- 6 directly on the water, 2 park and lake-view, all FF&E)... ~3600 SqFt  
Outdoor Assets- Floating Dock Systems, Vehicles, Boats & Motors (Including Lifts and Trailer(s))

**Intangible Assets**

(all intangible assets are included with sale and are shown to show worth)

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Website & Social Media Accounts + Ownership of www.roylakeresort.com domain including e-mail @roylakeresort.com domain  
6,500+ person Customer list (including addresses and phone numbers)  
1,000+ Customer Marketing E-mailing list  
Digital Logo, Business Card designs and hundreds of documents, templates associated w/RTR- including digitized photos  
Use of Roy Lake Resort/Roy Lake Lodge/Roy Lake Resort & Lodge name, reputation goodwill  
Point of Sale Reports for last 10 years

EXHIBIT A  
 SETTLEMENT AGREEMENT ROY LAKE RESORT  
 "ASSET LIST"  
 Page 2 of 9

Page 1

Roy Lake Resort and Lodge

**Asset List "B"**

**FF&E Breakdown of the four (4) Main Tangible Asset Categories- Main Lodge, Condos, Cabins, Vehicles and Boats**  
 List of major items that are included with the sale and their respected value minus building value

**Main Lodge (Building A)**

Restaurant, Front Desk, Retail, Housekeeping Dept, Maintenance Dept., Condos 14 & 15, Manager Residence, Office

**Office**

- | Item   | Office Total |
|--|--------------|
| Computer Desk  |              |
| Document Shredder  |              |
| Computer Battery-Up  |              |
| Dell Multi-Function Laser Printer/Fax/Scanner/Copier       |              |
| 3- 5 Drawer Vertical, Locking Filing Cabinets              |              |
| Bookcases  |              |
| 2 Compartment Heavy Duty Digital Fire Safe w/Employee Drop |              |
| 19 inch Flat Screen TV                                     |              |
| Various Office Supplies (Staplers, Copy Paper etc.)        |              |

**Notes:**

*Office Computer will be exempt from sale and retained by current owner- All agreed upon files will be copied to a flash drive for buyer*

**Retail & Retail Inventory**

- | Item   |
|--|
| Grocery Shelving Unit  |
| Dell Public All-In-One Windows 8.2 Computer and Printer        |
| Stand-up, Adjustable Computer Work Station                     |
| Slat-Wall Display Prongs/Hooks                                 |
| RLR Promotional Items i.e. shirts, mugs, hats etc...           |
| RLR Promotional Item Display Case                              |
| Angled Hanger Rack Display                                     |
| 120 Gal Fresh Water Aquarium w/Roy Lake Pan Fish & all tools   |
| Glass/Stainless Steel Custom Sneeze Guard                      |
| 3 Size Disposable cup dispenser                                |
| S/S Refrigerated Countertop Topping Merchandiser               |
| Food Warming Merchandiser                                      |
| Various Food/Display Racks                                     |
| Douwe Egbert Coffee Extract Machine                            |
| Countertop Cabinets  |
| Custom Aquarium Stand  |
| 50" Flat Screen Plasma TV & DVD player                         |
| 2 RLR Logo signs displayed on the side of building             |
| 2 Highway RLR Logo Signs displayed on Hwy. 27 and Roy Lake Rd. |
| Storage Room Shelving Units                                    |
| All Retail Inventory for sale                                  |
| Corner Shelving Unit   |
| New LED Track Lighting Systems & Ceiling Fans                  |
| Self-Contained 80 gal Freshwater Bait Aquarium for Retail Bait |

Roy Lake Resort Asset List "B"

EXHIBIT A  
 SETTLEMENT AGREEMENT ROY LAKE RESORT  
 "ASSET LIST"  
 Page 3 of 9

Page 2

Roy Lake Resort and Lodge  
 Retail & Retail Inventory continued from previous page-  
 Vinyl Plank Floors  
 Mini-Fridge for Retail Bait  
 Taxidermy Proud Angler Fish- Yellow Perch, Bluegill,  
 17lb Northern Pike, Largemouth Bass

**Notes:**

*Taxidermy Deer Buck Head is on a no-cost loan from Dana Nelson- Lake City, SD  
 A&W Single door and double door cooler merchandisers are owned by American Bottling Co.- On Loan  
 Good Humor Ice Cream Bar Freezer is owned by Cass-Clay Creamery- On Loan*

*Following items are exempt from sale and will be retained by current owner:*

*Vintage Coca-Cola Cooler  
 Custom Metal Work- Walleye  
 Some Personal Photos at owner's discretion, Custom Painted Saws*

**Front Desk**

Item
Point-of-Sale Computer, Software & HP Printer
Front Desk
Baked Goods Merchandiser
Key Tags for Unit Keys/Keys
Brochures Inventory
Misc. Supplies and Equipment
2- Wet Stone Countertop Water Features
2- Computer Battery Back-ups

**Notes:**

*POS Software is setup for CC Processing under current owner's Account, buyer will need to have their own account previously set up for seamless transaction at date of sale or determined date. Current Software is ComCash.*

**Restaurant- Commercial Kitchen, Dining Room/Lounge, Outside Dining/Patio & Deck**

Dining Room	Item
	2- Couches w/matching pillows; Couch & Love Seat
	Taxidermy Mounts- Bass & Bluegill, 2- Walleye Mounts, Deer Butt Mount
	Unautographed TV Fishermen photos taken at RLR
	High Quality Synthetic Plants
	Geraniums
	Fireplace Bookshelf w/heat
	55" Philips Flat Screen TV
	2- 10 Gal Freshwater Aquariums w/small aquarium fish
	5- 4 top Cherry Finished Tables (3 more in storage in Condo Utility Room)
	20 matching chairs with black leather and cherry wood (12 more in storage)
	Washed stone/exposed stone concrete patio designed with footings in place
	Patio Furniture
	Wooden Deck <span style="float: right;"><i>Included w/patio</i></span>

**Notes:**

*Exempt from sale are the following personal items on loan and will be retained by owner:  
 Autographed photos and military photos/flags, aloe plants, jade plant, coyote & pheasant mount, croppie mount, 2- duck mounts, paintings & painted saws, 2 vintage lounge chairs, 2- cherry narrow corner cabinets*

EXHIBIT A  
 SETTLEMENT AGREEMENT ROY LAKE RESORT  
 "ASSET LIST"  
 Page 4 of 9

Roy Lake Resort and Lodge

Page 3

Restaurant- Commercial Kitchen, Dining Room/Lounge, Outside Dining/Patio & Deck

Commercial Kitchen	Item
	Commercial Range (48" Flat top/4 burner range/double oven) (LP)
	Vulcan 40 Gal Deep Fryer (LP)
	Countertop Charbroiler (LP)
	Broiler/Salamander (220V Infrared)
	Soft-Serve Ice Cream Machine
	2- Ice Cream Cone Dispenser
	2- Dry Topping Dispenser
	Microwave
	72" 3 door Beveragair Counter Cooler
	48" 2 door cold prep/sald/pizza prep Beveragair cooler
	Double Door Subzero S/S Reach-In Freezer
	Double Door Refrigerated Reach-In Cooler
	72" Deep Freeze Chest Freezer
	48" Deep Freeze Chest Freezer
	Single Door Upright Reach-In Freezer
	Residential Refer/Freezer
	S/S French Door Refer w/ bottom Double Drawer freezer
	Commercial Dry Storage Rack
	72" Double Overhead Shelf w/Vulcan Infrared Warmer
	1000+lb Scotsman Ice Maker/Bin
	18/0 Silverware and Servingware
	Plates, Misc. Holloware, platters, containers
	Baking and Cutlery
	12" Blade Power Meat Slicer
	Pots & Pans
	18" Deck Lincoln Impinger Conveyor Oven (LP)
	S/S Equipment Stand/Work Table
	S/S Shelving Units
	Hobart S/S Sanitizing Dish Washer (90 second wash)
	Ali Dry & Cold Storage Inventory <span style="float: right;"><i>Revolving Value</i></span>
	Misc. Equipment (i.e. food processor, immersion blender etc...)
	Wine Glass Dishwashing racks
	Approx. 50 Red and White Long Stemmed Wine Glasses
	Employee Time Clock & Time Cards
	10ft Exhaust Hood w/Grease Traps and Exhaust Fan
	Commercial (Grease-Rated) Fire Suppression System

**Notes:**

*Exempt from sale are the following personal items on loan and will be retained by owner:  
 Previously discounted from the above totals- Misc. Equipment, cooking wares, pots & pans.*

Continued on next page-

Roy Lake Resort Asset List "B"

EXHIBIT A  
 SETTLEMENT AGREEMENT ROY LAKE RESORT  
 "ASSET LIST"  
 Page 5 of 9

Page 4

Roy Lake Resort and Lodge  
**Housekeeping**

- 
- Item**  
 2- Front Loading Washing Machines- Main Building  
 2- Front Loading Dryers- Main Building  
 Supplies & Inventory- All Buildings  
 Bedding for all units (Comforters, Blankets, Pillows, Sheets, Pads Etc.)  
 2- Top-Loading Washing Machines- Condo Building  
 2- Front-Loading Dryers- Condo Building  
 2- Extra-Deep Utility Sinks- Condo Building  
 Dyson Animal Complete 65 Vacuum  
 ~4 Panasonic Commercial Vacuums  
 Storage Shelving Systems  
 Rug Doctor Carpet Cleaner/Shampooer

Notes:

**Maintenance/Grounds**

- 
- Item**  
 Tools (Hand tools and power tools, wrenches, sockets, saws etc.)  
 2- Briggs & Stratton Motor Mowers 21inch decks  
 Weed/Edge Trimmer  
 14- Heavy-Duty Commercial Picnic Tables  
 Touch Up Paints/Stain  
 Instant Hot Water Furnace (Electric) Heating Source  
 Main Lodge Hot Water Heater (LP)  
 1- Garbage Dumpster  
 4- Underground Septic Tanks & Lift Station  
 Briggs & Stratton Power Washer

Notes:

*All power tools and handtools marked with "Thames" or "Charles Thames" are personal property and are not included in the sale*

**Manager's Residence**

- 
- Item**  
 3 bedroom/1 bath residence with private walkout balcony and backyard. Public and Private/Internal Server and Networks  
 Battery Backup System for Networks  
 Corner Cabinet and Network supplies

Notes:

*All property located in the Manager's Residence is exempt from sale with the exception of the items listed above.*

**Condos 14 & 15**

*A total FF&E value will be assigned rather than a specific value for each individual item.*

*\*All units have DirecTV® Satellite Programming with Boxes and Remotes\**

- 
- Item**  
 Décor (All paintings/pictures/artwork)  
 2- 48" LED Flat Screen TVs  
 4- Mirrored Dressers

Roy Lake Resort Asset List "B"

EXHIBIT A  
 SETTLEMENT AGREEMENT ROY LAKE RESORT  
 "ASSET LIST"  
 Page 6 of 9

Page 5

Roy Lake Resort and Lodge  
 Continued from previous page-

- Jacuzzi Jet Tub
- 2- Walk-In Showers
- 2- Microwaves
- 4- Full Size Reach-In Refrigerators
- Plates, Cups, Pots, Pans & Utensils
- 4 full-size Mattresses, frames, box springs
- 2- twin-size mattresses, frames, box springs
- King-Size Headboard
- 2- Black Leather Couches- Sofa and Love Seat
- 2- Electric ranges w/ovens
- 2-Cabinet Mounted Microwaves
- 2- Single Vanities w/Sinks
- 1- Large Double Vanity w/Sink
- Lighting Fixtures/HVAC
- 3- Standard Comodes
- 2- Private Walkout Balconies
- 2- Coffee Tables
- 2- Kitchen Tables and chairs
- 4- twin-size Rollaway Beds
- 2- Charcoal Grills
- Carpeting and Linoleum Floors
- 2- Hot Water Heaters (Electric)

**Cabins 1-8 (Buildings B)**

Cabins 1,2,5,6- 2bd 1ba; Cabins 3,4- 1bd 1ba, Cabins 7- 2bd 1ba w/four seasons; Cabin 8- 1bd 1ba w/four seasons  
 \*All units have DirecTV\* Satellite Programing with Boxes and Remotes\*

**Cabins 1, 2, 5, 6**

- | <b>Item</b>                   |   |
|-------------------------------|---|
|                               | 8- Full-size mattress, frames, box springs              |
| <i>*Cabins 1,2,5,6 are 2</i>  | 8- twin-size custom bunks, custom mattresses and covers |
| <i>Bedroom 1 Both units</i>   | New lighting fixtures                                   |
| <i>with built on decks.</i>   | New Floors in all units                                 |
| <i>Cabins 5 &amp; 6 also</i>  | 4 Sets- Full Kitchen Cabinets                           |
| <i>have covered decks.</i>    | 4- Microwave  |
| <i>All include Fire Pits.</i> | 4 Sets- Kitchen tables and chairs                       |
|                               | 4-LP/Electric Ignite 4 range and oven                   |
|                               | 4- LP Furnaces; 4- Electric Hot Water Heaters           |
|                               | Pots, Pans, Utensils & Appliances                       |
|                               | 4- Charcoal Grills                                      |
|                               | 4- Full Size Reach-in Refrigerators                     |
|                               | 4 Sets- Deck Furniture and Tables                       |
|                               | 4- Custom Cherry Closet Systems                         |
|                               | 4- A/C Units  |
|                               | Décor- Paintings/Pictures/Lamps                         |
|                               | 4- 24" Vizio 1080p HD Flat Screen TVs- Wall Mounted     |
|                               | 4 Sets- 3 Piece Bathroom                                |

Roy Lake Resort Asset List "B"

EXHIBIT A  
 SETTLEMENT AGREEMENT ROY LAKE RESORT  
 "ASSET LIST"  
 Page 7 of 9

Page 6

Roy Lake Resort and Lodge  
 Cabins 3, 4

	Item
	2- Full-size mattress, frames, box springs
<i>*Cabins 3 &amp; 4 are 1</i>	2- twin-size custom bunks, custom mattresses and covers
<i>Bedroom 1 Bath units</i>	New lighting fixtures
<i>with built on decks.</i>	New Floors in all units
<i>All Include Fire Pits.</i>	2 Sets- Full Kitchen Cabinets
	2- Microwave
	2 Sets- Kitchen tables and chairs
	2-LP/Electric Ignite 4 range and oven
	2- LP Furnaces
	Pots, Pans, Utensils & Appliances
	2- Charcoal Grills
	2- Full Size Refrigerators
	2 Sets- Deck Furniture and Tables
	2- Electric Hot Water Heaters
	2- A/C Units
	2- Custom Cherry Closet Systems
	Décor- Paintings/Pictures/Lamps
	2- 24" Vizio 1080p HD Flat Screen TVs- Wall Mounted
	2 Sets- 3 Piece Bathroom

Cabin 7

	Item
	2- Full-size mattress, frames, box springs
<i>*Cabins 7 is a 2</i>	2- twin-size custom bunks, custom mattresses and covers
<i>bedroom 1 bath unit</i>	New lighting fixtures
<i>with a built on Four-</i>	New Floors in all units
<i>Seasons Porch.</i>	1 Sets- Full Kitchen Cabinets
<i>Includes Fire Pit.</i>	1- Microwave
	1 Sets- Kitchen tables and chairs
	1-LP/Electric Ignite 4 range and oven
	1- LP Furnaces
	Pots, Pans, Utensils & Appliances
	1- Charcoal Grills
	1- Full Size Refrigerators
	1 Set- Outside Furniture and Tables
	1- A/C Units
	Décor- Paintings/Pictures/Lamps
	1- 32" TV
	1- 3 Piece Bathroom

Continued on next page-

Roy Lake Resort Asset List "B"

EXHIBIT A  
 SETTLEMENT AGREEMENT ROY LAKE RESORT  
 "ASSET LIST"  
 Page 8 of 9

Roy Lake Resort and Lodge  
 Cabin 8

Page 7

	Item
	1- Full-size mattress, frames, box springs
<i>*Cabins 8 is a 1 bedroom 1 bath unit with a built on Four-Seasons Porch. Includes Fire Pit.</i>	2- twin-size custom bunks, custom mattresses and covers
	New lighting fixtures
	New Floors in all units
	1 Sets- Full Kitchen Cabinets
	1- Microwave
	1 Sets- Kitchen tables and chairs
	1-LP/Electric Ignite 4 range and oven
	1- LP Furnaces
	Pots, Pans, Utensils & Appliances
	1- Charcoal Grills
	1- Full Size Refrigerators
	1 Set- Outside Furniture and Tables
	1- A/C Units
	Décor- Paintings/Pictures/Lamps
	1- 32" TV
	1- 3 Piece Bathroom

**Condominium Building (Building C)**

Condos 9,10,11,12- 2 bedroom, 1 bath Condos with 2 Laundry Rooms and Utility/Furnace Room with Storage  
 \*All units have DirecTV® Satellite Programing with Boxes and Remotes\*

Condos 9, 10, 11, 12

	Item
	16- Full-size mattress, frames, box springs
<i>*Cabins 9, 10, 11, 12 are 2 Bedroom 1 Bath units (2 full-size beds in ea. bedroom) with walkout balconies and terraces. All Include Metal Ring Fire Pits.</i>	8- twin-size custom bunks, custom mattresses and covers
	4 Sets- Full Kitchen Cabinets
	4- Cabinet Mounted Microwave
	4 Sets- Kitchen tables and chairs
	4-LP/Electric Ignite 4 range and oven
	Baseboard Electric Heat w/individual Thermostats/Unit
	Pots, Pans, Utensils & Appliances
	4- Charcoal Grills
	4- Full Size Reach-In Refrigerators
	4 Sets- Deck Furniture and Tables
	4- Mitsubishi A/C Units
	Décor- Paintings/Pictures/Lamps
	4- 48" 1080p HD Flat Screen TVs- Wall Mounted
	4- Oak Bookcases
	4 Sets- 3 Piece Bathroom
	2- Large Electric Hot Water Heaters
	2- Housekeeping Top-Loading Washing Machines
	2- Housekeeping Top-Loading Dryers

Roy Lake Resort Asset List "B"

EXHIBIT A  
 SETTLEMENT AGREEMENT ROY LAKE RESORT  
 "ASSET LIST"  
 Page 9 of 9

Roy Lake Resort and Lodge

Page 8

**Dock Systems, Boats & Vehicles**

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**Outdoor Assets**

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Item	
EZ Dock Floating Dock Systems & Tools	
Shoremaster Floating Dock Systems & Tools	
Dock Parts and Replacement Parts	
Several Galvanized 4" Pilings and Augers	
3- 6HP Mercury Outboard Motors	
4- 14' Aluminum Boat Hulls	
1- TMC 13-Person Capacity Pontoon Boat w/40HP Merc. BigFoot Motor	
1- Pontoon Boat Lift	
1- Tandem Axle Pontoon Trailer	
1- 17' Lund Pro Angler Fishing Boal w/90HP Merc. Motor	
1- Single Axel Fishing Boat Trailer	
2002 Dodge Ram Pickup Truck 1500 Quad Cab 4X4	
EZ-GO Golf Cart (Gas Powered)	
Gas Dock/500 Gallon Gas Tank with Pumps & Hoses for Boat Gas Sales	
Gas Inventory	<i>Revolving Value</i>

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Roy Lake Resort Asset List "B"

EXHIBIT B  
SETTLEMENT AGREEMENT ROY LAKE RESORT  
“INTANGIBLE LISTING”

The following is a list of intangible items relative to the operation of Roy Lake Resort which shall be transferred and provided to the successor concessionaire in accordance with Section 1.a.ii of the Settlement Agreement:

- All trademark, copyrights and other rights and title to the name “Roy Lake Resort”, “Roy Lake Lodge” and “Roy Lake Resort and Lodge”.
- All rights and ownership of the [www.roylakeresort.com](http://www.roylakeresort.com) website
- Exclusive transfer of all administration rights to all Roy Lake Resort online social media accounts
- 6,500+ personal customer list (includes physical addresses and phone numbers)
- 1,000+ customer email marketing list
- All digital logos, business card designs, document templates associated with Roy Lake Resort including digitized photos
- Point of sale reports for previous 10 years of business
- All phone numbers currently listed for Roy Lake Resort will remain with the Resort after lease transfer.
- Beer and wine sales license