

Memorandum of Understanding Concerning Beverage Service Aboard the Gold Star Cars while in DEX Service between Whittier and Denali Park Alaska

This Memorandum of Understanding ("MOU") is made by and between the Alaska Railroad Corporation ("ARRC"), ESS Support Services Worldwide ("ESS") and ROYAL HYWAY TOURS, INC. d.b.a. HAP – ALASKA ("HAP").

RECITALS

WHEREAS, ARRC and HAP are parties to an agreement that, among other things, provides for the pulling of HAP owned passenger cars and two ARRC owned Gold Star passenger cars between Whittier, Alaska and Denali National Park on a charter service basis (the "DEX Service"); and

WHEREAS, ESS and ARRC are parties to an agreement that, among other things, requires ESS to provide food and beverage service aboard the Gold Star cars when they are operated in ARRC's regularly scheduled passenger service; and

WHEREAS, the parties have reached agreement regarding beverage service aboard the Gold Star cars when they are in DEX Service and wish to reduce their agreement to writing.

NOW, THEREFORE, the parties hereby agree as follows:

1. ESS shall stock the Gold Star cars with coffee, tea, soda and juice at the par levels stated below for beverage service to be provided by HAP personnel to HAP passengers. HAP shall reimburse ARRC for the cost of these beverage supplies at a flat rate of \$??? per car per day. The beverage par levels are as follows:

1. One box or no less than $\frac{3}{4}$ of each bib of fountain soda in each storage location.
2. 2 full boxes of each Aseptic juice.
3. One full container of Co2 with one back up on hand.
4. Coffee-20 bags of regular and 10 bags of decaf.
5. Coffee pots and sufficient filters for brewing. (TA shall supply its own carafes to store hot coffee and serve to passengers)
6. ESS will provide a backup supply of product in Healy, which ARR will pay for up front, and bill HAP for once used.

HAP and ESS will work together to ensure their respective employees understand what is shared and what is not. In the instance that supplies go missing, they will attempt to resolve amongst themselves, if financial charges are incurred, they will involve ARR as well.

2. Term. This MOU shall be effective for the period commencing May 1, 2018 and ending September 30, 2018. The term may be extended by mutual agreement of the parties.

3. Entire Agreement/Amendment. This MOU represents the full, final and complete agreement of the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous agreements or understandings of the parties with respect thereto. This MOU may only be amended as mutually agreed by the parties in writing.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year below written.

ROYAL HYWAY TOURS INC.

ALASKA RAILROAD CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ESS SUPPORT SERVICES
WORLDWIDE

By: _____

Its: _____

Dated: _____