NO. DACW43-3-06-___

DEPARTMENT OF THE ARMY LICENSE
RIVERS PROJECT OFFICE
MADISON COUNTY, ILLINOIS

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, acting under his general administrative powers, hereby grants to **Meeting of the Rivers Foundation, Inc., 5800 Godfrey Road, Godfrey, Illinois 62035,** hereinafter referred to as the Grantee, a license for a vending area and facility use at the National Great Rivers Museum, Visitor Center, over, across, in and upon lands of the United States, as identified in Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of two (2) years, four (4) months, beginning May 9, 2006, and ending September 8, 2008, but revocable at will by the Secretary. The Grantee shall have the right to extend the original term of the license for a five (5) year period ("extension term"), provided that the Grantee shall give notice to the Government of its election to extend such term at least ninety (90) days prior to the time when the term then in force would otherwise expire; that, at the time when such notice is given, there shall not be any uncured event of default on the part of the Grantee.

2. CONSIDERATION

The consideration of this license shall be the operation and maintenance of a vending area and facility use located at the National Great Rivers Museum, Visitor Center.

Any other written agreements between the parties, including the Cooperative Agreement shall be interpreted insofar as possible to be in conformance with the terms of this License. In the event of any conflicts between this License and any other written agreements between the parties, the terms of this License shall prevail.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the Grantee, to Meeting of the Rivers Foundation, Inc., Attn: Dale Chapman, Ed.D., 5800 Godfrey Road, Godfrey, Illinois 62035; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, 1222 Spruce Street, St. Louis, Missouri 63103-2833; or as from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed

envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to “Secretary”, “District Engineer”, “Installation Commander”, or “said officer” shall include their duly authorized representatives. Any reference to “Grantee” shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, St. Louis District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

a. without cost or expense to the United States;

b. subject to the right of the United States to improve, use or maintain the premises;

c. subject to other outgrants of the United States on the premises;

d. personal to the Grantee, and this license, or any interest herein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The Grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee’s proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government

shall be under no obligation to furnish utilities or services. Payments shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities

Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is not given at least ten (10) days prior to the rental due date, the Grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of

fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Water Act (33 U.S.C. § 1344).

18. SPECIAL CONDITIONS

a. The premises described in Exhibit A may be used by the Grantee to perform visitor/interpretive services or hold special activities as described in the Cooperative Agreement. The Grantee shall develop an application form that clarifies the terms and conditions of use of the premises. The Grantee shall be responsible for submitting a completed application form to the Corps of Engineers, Rivers Project Office, for approval no less than seven (7) days prior to the proposed date of each activity. The Grantee shall ensure compliance by the special activity applicant with facility use terms and conditions, and will not proceed with any activity planning until approval is obtained from the Corps of Engineers. The Grantee shall be responsible for all logistics associated with the special activity, including onsite and offsite preparation, supervision during the activity, removal of property and debris, and restoration of the premises to pre-activity conditions.

b. This license does not provide the Grantee with any exclusive rights to the premises described in Exhibit A.

c. The Grantee may charge a general admission fee and/or fees for visitor/interpretative services or special activities. All such visitor/interpretative services or special activities shall be coordinated with the Rivers Project Operations Manager or designated representative, who shall have the right to refuse permission for the activity or review such rates and prices and require an increase or reduction when it is determined that the objective of this paragraph has been violated. However, no fees may be charged by the Grantee for use of facilities developed in whole or in part with federal funds if a charge by the Corps of Engineers for the facility would be prohibited under law. The Grantee will be responsible for the collection and processing of all fees in accordance with the terms of the Cooperative Agreement.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, 2006.

_____

Anne L. Kosel, Chief
Real Estate Division
U.S. Army Corps of Engineers
St. Louis District

THIS LICENSE is also executed by the Grantee this _____day of _____, 2006.

Meeting of the Rivers Foundation, Inc.

By: _____
Dale T. Chapman, Ed.D.
Chairman, Board of Directors

ACKNOWLEDGMENT

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2006, before me the undersigned Notary Public, personally appeared **Dale T. Chapman**, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF MISSOURI)
: ss
CITY OF ST. LOUIS)

On this _____ day of _____, 2006, before me the undersigned Notary Public, personally appeared **Anne L. Kosel**, Chief, Real Estate Division, U.S. Army Engineer District, St. Louis, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

THIS INSTRUMENT PREPARED BY:

_____
Lynn Hoerner, Realty Specialist
U.S. Army Corps of Engineers
1222 Spruce Street
St. Louis, Missouri 63103-2833
314-331-8157

REVIEWED FOR LEGAL SUFFICIENCY BY:

_____
Elizabeth A. Pitrolo , Attorney
314-331-8192