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WYOMING DEPARTMENT OF COMMERCE
GENERAL SERVICES DIVISION

**LEASE BETWEEN THE WYOMING DEPARTMENT OF COMMERCE,
DIVISION OF STATE PARKS AND HISTORIC SITES AND
WYOMING RESORTS, LLC.**

1. Parties. This Lease is made between the Wyoming Department of Commerce, Division of State Parks and Historic Sites, a governmental body of the State of Wyoming, hereafter, "Lessor" and Wyoming Resorts, LLC., hereafter referred to as "Lessee." In consideration of the mutual covenants contained herein, the parties agree as follows:

A. Lessor's business address for the purpose of notification under the terms of this Lease Agreement is:

Department of Commerce
Division of State Parks and Historic Sites
122 West 25th Street, Herschler Bldg.
Cheyenne, Wyoming 82002

B. Lessee's business addresses for the purpose of notification under the terms of this Lease Agreement is:

Wyoming Resorts, LLC.
P.O. Box 3458
Carefree, AZ 85377

C. In the event that the addresses listed above change, the party whose address has changed shall immediately notify the other party to the lease in writing.

2. Purpose of Lease Agreement.

A. Lessor, who is the sole owner of the premises described below, desires to lease the premises to a suitable lessee for a concession facility at Hot Springs State Park;

B. Pursuant thereto, Lessee desires to lease the premises formally referred to as the Plaza Inn the Park (hereafter, "Plaza");

C. The parties desire to enter a Lease Agreement defining their rights, duties and liabilities relating to the premises.

D. For consideration, Lessor leases the real property, excluding buildings, fixtures and improvement located thereon referred to herein as the Plaza, located in Hot Springs County, State of Wyoming, which is more particularly described as follows:

Beginning at the SW corner of the Plaza Hotel Lease Tract, a 2 1/2" iron pipe, 30" long, with brass cap, set 30" in the ground, which bear N90° 00'E, 2252.5 ft., thence N0° 00'E, 1167.19ft. from the SW corner of said Hot Springs State Park, said SW corner of the Plaza Hotel Lease Tract being 1 ft. north of the north edge of an east/west sidewalk and 6" east of the back of curb of a north/south curb;

Thence N0° 06'53"W, 285.00 ft. to the NW corner of the Plaza Hotel Lease Tract a 2 1/2 " iron pipe, 30" long, with brass cap set 30" in the ground,

Thence N89° 53'03"E, 173.15 ft. to the NE corner of the said Plaza Hotel Lease Tract a 2 1/2" iron pipe, 30" long, with brass cap, set 30" in the ground, 1 ft. west of the west edge of the north/south sidewalk;

Thence S0° 00'43"W, 285.00 ft. along a line parallel to and 1 ft. west of the west edge of a north/south sidewalk to the SE corner of the said Plaza Hotel Lease Tract a 2 1/2" iron pipe, 30" long, with brass cap set 30" in the ground;

Thence S89° 53'03"W, 172.52 ft. parallel to and 1 ft. north of the north edge of an east/west sidewalk to the SW corner, the point of beginning, said tract containing 1.131 acres, more or less, with the bearings of this survey based on the south line of the original Hot Springs State Park being N90° 00'E."

3. Term of Lease Agreement.

A. Length. This Lease shall be for a term of thirty (30) years commencing January 1, 1998 and terminating on December 31, 2028, twelve o'clock p.m. or sooner as provided herein. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Lessee and approved as to form by the Office of the Wyoming Attorney General, and, if required by Wyo. Stat § 9-2-1016(b)(iv), approved by the Governor or his designee. The effective date of this Lease shall be the last date of signature, and this Lease shall commence on the last date of signature or on the date specified in the Term of Lease provision, whichever is later.

B. Renewal. The Lessor grants to Lessee an option to renew this Lease at the market rate for an additional term of twenty (20) years, if the Lessee at the time of the option has paid all previous rentals due and complied with all conditions of this Lease. The

market rate shall be determined by the Lessor on the basis of Lessor charges for similar lodging property at the time of the expiration of this Lease. All other terms and conditions of the renewal shall be unchanged unless expressly delineated. Lessee may exercise this option by providing written notice to Lessor at least thirty (30) days prior to the expiration of this Lease.

4. Annual Lease Fee and Payment.

A. Conditional Fee Waiver. The annual lease fee to be paid by Lessee to Lessor is conditionally waived from the date of execution of this Lease for a period of five (5) years ending December 31, 2002, conditioned upon completion of all renovation work within nine (9) months after the date of execution of this Lease. If renovation work is not completed or is performed in a manner unsatisfactory to the Lessor, this conditional fee waiver shall be null and void and rental fees shall be determined under the method described in section 4 B of this Lease for the entire term of the Lease.

B. Lease Fee. Subject to the conditions described in Section 4 A, beginning with the sixth (6th) year of this lease, lease fees shall be determined according to the Lessee's annual gross income (which figure shall include rent payments received by the Lessee on any sublease) as follows: where annual gross revenues for the prior calendar year are \$100,000 or less the annual lease fee shall be four (4) percent of that revenue total; where annual gross revenues for the prior calendar year are between \$100,000 and \$250,000 the annual lease fee shall be four and one-half (4.5) percent of that revenue total, and; where annual gross revenues for the prior calendar year are \$250,000 or greater, the annual lease fee shall be five (5) percent of that revenue total. Subject to the conditions of Section 4 A, the annual lease fee shall be determined under this method from January 1, 2003 through December 31, 2028.

C. Payment Date. For purposes of this Lease, the lease year shall run from January 1, to December 31 of each year. The annual lease fee shall be paid annually in advance beginning on June 15th, 2003, and continuing on June 15th of each lease year thereafter. As provided for above, the annual lease fee shall be based on the Lessee's prior year's gross revenues. Subject to the provisions for renewal, the last rent payment will be made on or before June 13, 2028.

D. Exclusions. For purposes of determining the gross revenue identified in Section 4 B, the following may be excluded from gross revenues: sales tax, use tax, lodging tax, Game and Fish license sales, Wyoming State Parks & Historic Sites camping permit sales and any other taxes collected and remitted by Lessee. It is expressly agreed and understood that federal income taxes and rental income to the Lessee are to be included in the gross revenue computation described in Section 4 B.

E. Accounting. Lessee shall keep records of account and other records in accordance with generally accepted accounting practices and to the satisfaction of the Lessor detailing total gross revenues. Lessor agrees that the Lessor may at its discretion, examine Lessee's books and records during business hours at such times as it deems necessary.

F. Financial Statements. The Lessee agrees that if annual gross revenue is greater than \$2 million it shall provide the Lessor with an audited, annual financial statement containing an auditor's opinion from an independent certified public accountant. If gross revenue is between \$250,000 and \$2 million annually the Lessee shall furnish the Lessor with an annual financial statement which has been reviewed by an independent certified public accountant. If gross revenue is less than \$250,000 the Lessee shall submit annual financial statements certified by Wyoming Resorts, LLC to be complete and correct. At a minimum, each Lease payment shall be accompanied by a certified copy of the Lessee's federal income tax return to the Internal Revenue Service of the Lessee's gross earnings for the previous calendar year.

5. Responsibilities of Lessor.

A. Quiet Enjoyment. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the premises free from any eviction or interference by Lessor if Lessee pays the rent, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

B. Lessor's Reservations. Lessor expressly reserves the following rights:

1. The right at any time to grant easements across the premises for ditches, canals, tunnels, telephone and telegraph lines, pipelines, power lines or other lawful purposes, with right of ingress and egress thereto.

C. Mineral Water. The Lessor shall allow Lessee to use mineral water from the existing single two (2) inch tap into the main mineral water line on West Pioneer Street, at no cost. Lessor's obligation is expressly limited to allowing access to the quantity of water available from the existing two (2) inch water line. It is further expressly understood and agreed that Lessor's agreement to allow Lessee's use of said mineral water is limited to quantity and quality of water available from the natural spring which is its source. It is expressly agreed that Lessor assumes no responsibility for the quality of said mineral water, including chemical composition or clarity of the mineral water, nor the quantity of water available or temperature of the mineral water. Maintenance of the existing two inch water line from the tap on West Pioneer Street to Lessee's building shall be the sole responsibility of the Lessee. Lessor shall cooperate with Lessee in Lessee's efforts to obtain permits or licenses for use of said mineral water and/or to maintain the existing water line which transports the same.

6. Responsibilities of Lessee:

A. Access to Premises. Lessee shall permit Lessor or its agents to enter the premises at all reasonable hours to inspect the premises or make repairs to State Park property, provided that Lessee's use of the premises shall not be unreasonably impaired.

B. Assignment, Mortgage, or Sublease. Neither Lessee nor its successors or assigns shall, without Lessor's prior written consent, assign, mortgage, pledge, or encumber this Lease or sublet the premises in whole or in part, or permit the premises to be used or occupied by others, nor shall the Lease be assigned or transferred. Notwithstanding the foregoing, Lessor will not unreasonably withhold consent to a sublease. If all or any part of the premises is sublet or occupied by anyone other than Lessee, Lessor may collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of this Lease or condition hereof, or the acceptance of the assignee, transferee, subtenant, or occupant as Lessee. The consent by Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest. The buildings, structures and other Lease improvements may be sold for use on the premises only to a person or persons having a valid Lease with the Lessor for the premises.

C. Surrender of Possession. Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the premises to Lessor free of subtenancies, including, except as provided in Section 7 K, all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair.

D. Utilities. All applications and connections for necessary utility services on the premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas electricity, telephone, and garbage.

In the event that other tenants or users are located on or using the premises, Lessee shall be jointly and severally liable for any and all utility costs incurred, including but not limited to: water, sewer, gas, electricity, telephone and garbage.

E. Taxes. Lessee shall pay all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the premises.

7. Special Provisions.

A. Alterations, Additions and Improvements. Lessee shall not at any time during the Lease term, make alterations, additions, repairs or improvements in and to the premises, except with prior written consent of the Lessor, which consent shall not be unreasonably withheld. It is expressly agreed and understood that no structures may be erected, nor improvements made on the leased premises without the prior written approval of Lessor. No structural or substantial portion of the premises shall be demolished or removed by Lessee without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the premises.

B. Lessee Covenants: Lessee expressly agrees to the following:

1. All municipal, county, state, and federal rules, regulations, laws and orders relating to fishing, hunting, fire protection, archaeological and cultural resources, and control of plant and animal pests shall be observed.

2. The Lessee agrees to provide adequate means of disposal for domestic sewage and other waste resulting from its occupancy of the premises and agrees to comply fully with all applicable federal, state, or municipal laws, orders and regulations, either in existence or enacted with the terms of this Lease, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or tailings, mineral salts, or other pollutants. Any and all sanitary facilities, including sewage disposal, garbage disposal, and domestic water systems installed by the Lessee shall be constructed by the Lessee in accordance with plans approved by all appropriate licensing authorities.

3. The Lessee shall maintain the premises in an orderly and sanitary condition.

4. The use of pesticides on land covered by this Lease shall comply with all provisions of the Federal Insecticide, Fungicide, and Rodenticide Act as amended, and Department of the Interior policies. The Lessee is prohibited from using: restricted chemicals unless expressly given written permission by the Lessor; chemical toxicants for killing predatory mammals or birds; and chemical toxicants which cause secondary poisoning for killing mammals, birds and reptiles.

5. The Lessee shall not do or permit to be done by others anything by which act or omission any persons may be endangered or injured on the leased premises.

6. The Lessee may not plant any species of trees or shrubs on the leased premises without approval of the Lessor, which approval shall not be unreasonably withheld.

7. In connection with any activities performed under this Lease, Lessee agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, handicap, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising or recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notice to be provided by the contracting officer setting forth the provision of non-discrimination clauses.

8. The right of the officers, agents, employees and permittees of the Lessor at all times and places to have full ingress for passage over the egress from all lands covered by this Lease for the purpose of carrying on operations of the Lessor.

9. The Lessee shall not cut, take, remove, destroy, or permit to be cut, destroyed or removed any timber from the lands covered by this Lease. Lessee shall promptly report to the Lessor the cutting or removal of timber by other persons. Lessee shall have the right to reasonably prune trees and shrubs and to remove dead trees and shrubs with approval of the Lessor, which approval shall not be reasonably withheld.

C. Destruction of Premises.

1. **Substantial destruction.** If the premises shall be damaged by fire or other casualty which shall, in the opinion of the Lessor, make the premises substantially unusable, the obligation to pay rent shall cease until the premises are, in the opinion of the Lessor, substantially usable by Lessee.

2. **Partial destruction.** In the event of partial destruction of the premises, Lessee shall be entitled to a proportionate reduction of rent until the leased premises are, in the opinion of the Lessor, rendered usable by Lessee. Such proportionate reduction of rent shall be based on the extent to which, in the opinion of Lessor, the destruction interferes with the Lessee's use of the leased premises. Such a proportionate reduction in rent shall become effective only after Lessor provides written notice of the same to Lessee, and shall remain in effect only for so long as agreed to, in writing, by Lessor.

3. **Option to rebuild within two years.** In the event the buildings situated on the premises should be totally lost or destroyed by fire or other casualty, within three (3) years of the expiration date of the Lease so as to render them untenable, or

useless for the purposes intended, in whole or in part, then it shall be the option of the Lessee to rebuild them within two (2) years from the date of destruction, or to assign all insurance proceeds to Lessor; but, unless the Lessee notifies the Lessor within thirty (30) days after such loss of their intention to rebuild, the Lessor shall have the right to terminate the Lease upon thirty (30) days written notice served to the Lessee. In this event, Lessee shall have the right to remove or sell the non-historic improvements made to the property and the insurance proceeds shall be pro-rated accordingly between the parties. In the event such loss or destruction occurs earlier than three (3) years before the expiration date of the Lease, there shall be no such option and it shall be mandatory upon the Lessee to restore the building(s) to the same condition as before the loss occurred.

D. Easements, Contracts, or Encumbrances. The parties shall be bound by all existing easements, contracts and encumbrances of record relating to the premises.

E. Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assignees, agents and employees of both parties.

F. Miscellaneous Provisions.

1. Enterprises. The Lessee may conduct on the premises the following enterprises: lodging, restaurant, massage and related spa services, FM radio station (including office and studio) and gift shop. Lessor reserves the right to limit the size and number of broadcasting antennae and related equipment for aesthetic reasons.

The Lessee is approved to sell: food and beverages and limited sporting goods. Lessee may sell alcoholic beverages pursuant to a valid liquor license.

Lessee shall obtain express written permission from Lessor should it desire to offer additional services and goods for sale at a later date.

2. Master Plan. The Lessee shall complete and submit to the Lessor a Master Plan (Plan) within one (1) year of the effective date of this Lease. The purpose of the Plan is to define management of the concession for current and future periods and to provide for planned improvements and/or expansion to the buildings, grounds or structures. The Plan shall be in accord with the Hot Springs State Park Master Plan. The Plan may be amended through mutual agreement of the parties at any time.

3. Rules & Regulations. It is expressly agreed between the Lessor and the Lessee that the Lessor may hereafter promulgate any rules or regulations relative to the subject matter hereof, the use of the premises hereunder, the conduct of the

Lessee or the Lessor and the method of the Lessee's operation of conducting the enterprises hereunder; the parties hereto covenant and agree that the Lessee hereunder shall at all times be bound by such rules and regulations and any infraction or violation by the Lessee of any such rules or regulations shall be deemed a violation of this Lease. Subject to the notice and right to cure provisions of this Lease, thereafter, Lessor shall have the right of immediate possession of the premises.

4. Construction Approval. The Lessee may construct on the premises, only structures which are expressly approved in writing by the Lessor. With the Lessor's express written approval, Lessee may make other improvements it deems necessary, provided such buildings, structures, or improvements are made in accordance with the provisions of this Lease. All such buildings and structures shall remain the personal property of the Lessee. The Lessee shall, within ninety (90) days of the completion of construction of any buildings, submit to the Lessor lien waivers from all contractors, subcontractors, materialmen and suppliers who have engaged in the construction of any such buildings and provide satisfactory proof of payment of all applicable taxes, assessments, permit fees and related costs.

Prior to placing any structures or improvements of any kind on the premises, Lessee shall submit plans and specifications for such structures or improvements to the Lessor and secure Lessor's express written approval therefore. Lessee shall make improvements and place structures thereon as approved by Lessor. All structures or improvements shall be in accord with the Master Plan. Any system or method of construction used shall comply with established construction practices. Structures shall be designed, built and painted in a manner compatible with the surrounding State Park. Lessee shall use materials which are normally acceptable for the purposes used and suitable to withstand the elements of the locality, and shall be painted and maintained so as to present a neat and orderly appearance at all times. All heating, plumbing and ventilating installations and/or improvements shall conform to the requirements of the Uniform Building Code and Uniform Plumbing Code. All electrical installations, and/or improvements and systems shall conform to methods and practices promoting safety of life and property. All rules and regulations of the National Fire Protection Association, Uniform Fire Code, and the National Electrical Code, shall be followed by Lessee at all times during this Lease. All applicable state and national building codes shall be strictly adhered to for any construction and/or remodeling activities by the Lessee. The Lessee shall be fully responsible in making arrangements for electrical services and all costs related thereto.

G. Adequate Personnel. The Lessee shall employ sufficient personnel to carry on its operations and to maintain law and order on the premises at all times.

H. Insurance. The Lessee shall not commence renovation or operations under this Lease until it has obtained general liability insurance in the amount of one million

dollars (\$1,000,000.00) and any other insurance required by the Lessor, such insurance has been approved by the Lessor and a satisfactory, countersigned copy thereof has been furnished to Lessor. Approval of insurance by the Lessor shall not relieve or decrease the liability of the lessee.

I. Sanitary Conditions. The Lessee shall keep the premises clean at all times, including areas where food is served, prepared or stored. It is further agreed that the Lessee shall provide sufficient trash cans throughout the area to accommodate waste materials and to empty and clean them at regular intervals. The Lessee shall maintain the concession area in a sanitary fashion and shall present a neat and orderly appearance at all times.

J. Hours of Operation. The Lessee shall keep its facilities open and provide the services intended, during reasonable hours, for a business of this nature. A listing of all goods, services and the pricing thereof shall be submitted to the Lessor prior to May 1st each year.

K. Building Removal. In the event this agreement is terminated as above set forth, Lessee shall remove or otherwise dispose of all non-historic buildings and other non-historic structures placed on said premises by it within six (6) months after receipt of said notice. Said non-historic buildings and other non-historic structures may be sold for use on the premises only to a person or persons having a Lease Agreement with the Lessor for the premises. In the event said non-historic buildings and other non-historic structures are not removed or disposed of within said six (6) months period, the Lessor may, at its discretion, retain or, remove and sell, the same. In the event of a sale, the expenses of such removal and sale shall be deducted from the proceeds of the sale and the balance thereof turned over to the Lessee. It is expressly agreed that historic buildings and related historic structures and/or improvements may not be removed, destroyed or otherwise disposed of by Lessee. Trees or other landscaping placed on the premises become the property of the Lessor.

L. Unlawful or Dangerous Activity. Lessee shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or ultra hazardous purposes nor operate or conduct business in a manner constituting a nuisance of any kind. Lessee shall immediately, upon notification of any unlawful, disreputable, or ultrahazardous use, or nuisance, take action to halt such activity.

M. Waste. The Lessee shall not commit or allow to be committed any waste or nuisance on the demised property and the Lessee agrees that it shall be bound by the Lessor's decision as to what shall constitute such waste or nuisance.

N. Subleases. Subleases shall be permitted only with the express prior written approval of the Lessor, which permission shall not be unreasonably withheld.

O. Prior Leases. This lease shall, upon recording in the records of Hot Springs County, Wyoming, supersede, terminate and extinguish all prior leases upon the leased premises, including but not limited to a certain lease between the State of Wyoming by and through its State Board of Charities and Reform as Lessor and W.H. Callahan as Lessee, dated December 8, 1917, recorded January 21, 1918 in Book 7 of Misc., Page 147 of the records of the Hot Springs, Wyoming County Clerk.

P. Attornment. Lessor agrees to accept performance by Big Horn Federal Savings Bank (Bank) of any obligations under this Lease that the Lessee is required to perform, including but not limited to all actions necessary to complete construction of the renovations, and/or administer and operate the facilities upon completion, with the same force and effect as if performed by the Lessee. In such event, the Bank shall have an additional ten days after any cure period provided to the Lessee under this Lease to cure any default. The Bank shall have the right to pay rent or otherwise perform the obligations of the Lessee under the Lease and, so long as the requirements and obligations of the Lessee are met, Lessor shall not terminate this Lease.

The Lessor agrees that if the Bank forecloses its loan to the Lessee, the Bank shall be entitled to assign or sell the Lessee's interest in this Lease to a Third-party assignee, subject to such assignee's agreement to execute this Lease and become bound thereby, and further subject to the assignee's ability to qualify as a Lessee under the Lease, including but not limited to meeting Lessor's reasonable requirements and standards with respect to financial viability and creditworthiness.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.

B. Americans with Disabilities Act. The Lessee shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this

Lease without the prior written consent of the other party. The Lessee shall not use this Lease, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Lessor, which permission shall not be reasonably withheld.

E. Audit. The Lessor and any of its representatives shall have access to any books, documents, papers and records of the Lessee which are pertinent to this Lease. The Lessee shall, immediately upon receiving written instruction from the Lessor, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Lessee which are pertinent to this Lease. The Lessee shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Lessor.

F. Compliance with Law. The Lessee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Lease.

G. Entirety of Lease. This Lease, consisting of thirteen (13) pages, represents the entire and integrated Lease between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

H. Indemnification. The Lessee shall release, indemnify, and hold harmless the State, the Lessor, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Lessee's performance under this Lease.

I. Independent Contractor. The Lessee shall function as an independent contractor for the purposes of this Lease, and shall not be considered an employee of the State of Wyoming for any purpose. The Lessee shall assume sole responsibility for any debts or liabilities that may be incurred by the Lessee in fulfilling the terms of this Lease, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Lease. Nothing in this Lease shall be interpreted as authorizing the Lessee or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Lessor, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Lessor. The Lessee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Lessee or the Lessee's agents and/or employees as a result of this Lease.

J. Kickbacks. The Lessee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Lease, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Lease. If the Lessee breaches or violates this warranty, the Lessor may, at its discretion, terminate this

Lease without liability to the Lessor, or deduct from the Lease price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

K. Notices. All notices arising out of, or from, the provisions of this Lease shall be in writing and given to the parties at the address provided under this Lease, either by regular mail or delivery in person.

In the event of any default in performance of the terms of this lease, Lessor shall provide Lessee with a written notice of the specific default and that Lessee has a period of thirty (30) days to cure the default.

L. Severability. Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of the Lease shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

M. Sovereign Immunity. The State of Wyoming and the Lessor do not waive sovereign immunity by entering into this Lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. § 1-39-104(a) and all other state and federal law.

N. Taxes. The Lessee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

O. Termination of Lease. Subject to Lessee's thirty (30) day right to cure any default, the Lessor may terminate this Lease for cause upon thirty (30) days written notice if the Lessee fails to perform in accordance with the terms of the Lease.

P. Time is of the Essence. Time is of the essence in all provisions of this Lease.

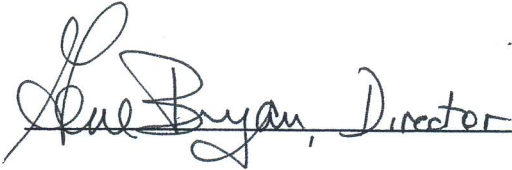
Q. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Lease.

R. Waiver. The waiver of any breach of any term or condition in this Lease shall not be deemed a waiver of any prior or subsequent breach.

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10. **Signatures** IN WITNESS THEREOF, the parties to this Lease Agreement through their duly authorized representatives have executed this Lease Agreement on the dates set out below and certify that they have read, understand and agree to the terms and conditions of this Lease Agreement. The effective date of this Lease Agreement is the date of the signature last affixed to this page.

LESSOR: Department of Commerce, Division of State Parks & Historic Sites

 _____

Gene Bryan, Director
Department of Commerce

3/24/98

Date

LESSEE: Wyoming Resorts, LLC.

 _____

John C. Power, Manager

3/31/98

Date



ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

 _____

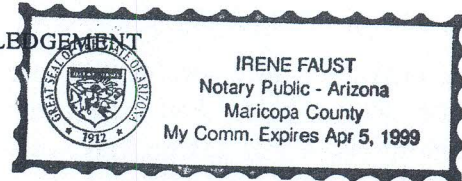
Michael D. Basom, Assistant Attorney General

3/24/98

Date

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Arizona)
County of Maricopa) ss.



On this 31st day of March, 1998, before me, the undersigned Notary Public, personally appeared JOHN C. POWER, Member of WYOMING RESORTS LLC and known to me to be a member or designated agent of the limited liability company that executed the Lease and acknowledged the Lease to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Lease and in fact executed the Lease on behalf of the limited liability company.

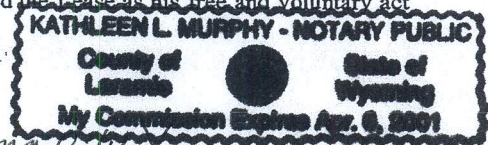
BY Irene Faust Residing at Casa Grande AZ
Notary Public in and for the State of AZ My Commission expires 4/5/99

STATE OF WYOMING ACKNOWLEDGEMENT

State of Wyoming)
County of Laramie) ss.

On this day before me, the undersigned Notary Public, personally appeared the STATE OF WYOMING, DEPARTMENT OF COMMERCE, DIVISION OF STATE PARKS AND HISTORIC SITES, to me known to be the individual described in and who executed the Lease and acknowledged that he signed the Lease as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 24th day of March, 1998.



BY Kathleen L. Murphy Residing at Cheyenne, WY
Notary Public in and for the State of WY My Commission expires 4-6-2001

STATE OF WYOMING ACKNOWLEDGEMENT

State of Wyoming)
County of Laramie) ss.

On this day before me, the undersigned Notary Public, personally appeared the STATE OF WYOMING, WYOMING ATTORNEY GENERAL'S OFFICE, to me known to be the individual described in and who executed the Lease and acknowledged that he signed approving as to form the Lease as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 24th day of March, 1998.

BY Greta McGinnis Residing at Cheyenne, WY
Notary Public in and for the State of WY My Commission expires 4/8/2000

APR 11 1998

**FIRST AMENDMENT TO LEASE BETWEEN
WYOMING DEPARTMENT OF COMMERCE, DIVISION OF STATE PARKS AND
HISTORIC SITES AND WYOMING RESORTS, LLC**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Commerce, Division of State Parks and Historic Sites, hereafter "Lessor", whose address is 122 West 25th St. Herschler Building, Cheyenne, Wyoming 82002; and Wyoming Resorts, LLC, whose address is P.O. Box 3458, Carefree, AZ 85377, hereafter "Lessee".

2. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Contract between the Lessor and the Lessee, which was duly executed on March, 18, 1998, and which became effective March 18, 1998. The purpose of this Amendment is to add the following sections to the original Lease between the Lessor and Lessee:

1. Paragraph 7P. of the original Lease is hereby amended to read as follows:

Lessor agrees to accept performance by Big Horn Federal Savings Bank (Bank) of any obligations under this Lease that the Lessee is required to perform, including but not limited to all actions necessary to complete construction of the renovations, and/or administer and operate the facilities upon completion, with the same force and effect as if performed by the Lessee. In such event, the Bank shall have, and the Lessor shall provide, an additional thirty (30) days after any cure period provided to the Lessee under this Lease to cure any default. The Bank shall have the right to pay rent or otherwise perform the obligations of the Lessee under the Lease and, so long as the requirements and obligations of the Lessee are met, Lessor shall not terminate this Lease.

The Lessor agrees that if the Bank forecloses its loan to the Lessee, or should the Bank acquire Lessee's rights under the lease voluntarily or by any means other than foreclosure, the Banks shall be entitled to assign or sell the Lessee's interest in this Lease to a Third-party assignee, subject to such assignee's agreement to execute this Lease and become bound thereby, and further subject to the assignee's ability to qualify as a Lessee under the Lease, including but not limited to meeting Lessor's reasonable requirements and standards with respect to financial viability and creditworthiness. Lessor shall not unreasonably withhold such approval.

2. The following paragraphs are added to the original Lease:

7Q. This Lease shall inure to the benefit and shall be binding upon the Lessor and Lessee, the Bank and their respective heirs, personal

representatives, successors and assigns, including, but not limited to, a purchaser at a foreclosure sale and the holder of the lien on the interest of the Lessee under the Lease.

- 7R. All notices required to be given under the Lease shall also be directed and mailed to Bank and Lessee as the case may be by regular mail or personal delivery.
- 7S. Notwithstanding anything in the Lease to the contrary, the parties acknowledge that the Lessee purchased and owns the buildings and improvements on the land, both historic and non-historic and that the Lease is a land lease. It is the intent of the parties that even though the Lessee owns all buildings, no historic building will be removed or destroyed by the Lessee. The Lessee, or its lender, Big Horn Federal Savings Bank, and their successors and assigns shall have the right at any time to sell all buildings on the premises, whether historic or non-historic, so long as the buyer binds itself to the terms of this Lease, or such other lease as in effect at the time of sale, and the buyer is able to meet the Lessor's reasonable requirements and standards with respect to financial viability and creditworthiness, which approval Lessor shall not unreasonably withhold. The Lease does not include furniture, equipment or fixtures and, except with respect to historic buildings, such property may be removed from the premises at any time.
- 7T. Notwithstanding anything in the Lease to the contrary, the Lessor agrees that non-historic improvements and additions on the premises by the Lessee which are approved by the Lessor at the time of their construction may stay on the premises at the termination of this Lease so long as such non-historic improvements and additions present no hazard and are in good condition and repair.
- 7U. The attornment provision of the Lease shall inure to the benefit of any lender of the Lessee's who holds a secured position in the Lease with the consent of the Lessor.
- 7V. Notwithstanding anything in paragraph 7A of the Lease to the contrary, the Lessee may perform day to day, routine maintenance and repairs of the leased premises without the prior approval of the Lessor.

7W. Notwithstanding anything contained in paragraph 7.C.3. of the Lease to the contrary, it is the intention of the parties that the insurance proceeds payable for loss or destruction to the buildings will be used as necessary to rebuild and/or clear the land. Therefore, if the Lessee elects or fails to rebuild the destroyed or damaged buildings, as much of the insurance proceeds payable for the loss, that are reasonably necessary, may be used and claimed by the Lessor to rebuild and/or clear the land.

Any insurance proceeds not used by Lessor for rebuilding or clean up of the land by Lessor shall be paid to Lessee and Big Horn Federal Savings jointly. Insurance proceeds payable for the loss of or damage to personal property of the Lessee shall belong to the Lessee and Big Horn Federal Savings.

3. **Term of the Amendment.** This Amendment shall commence on the later of the date the last signature is affixed hereto, or March 17, 1998, and shall remain in full force and effect through the term of the original Lease, unless terminated at an earlier date pursuant to the provisions of the Lease, or pursuant to federal or state statute or rule or regulation.

4. **Payment.** The terms of lease fee payment between the parties shall remain unchanged and in full force and effect pursuant to the original Lease.

5. **Additional Responsibilities of Treasurer.** As a result of this First Amendment to the Lease between the Lessor and Lessee, the Lessee has agreed to the above enumerated terms in addition to those outlined in the original Lease between the parties.

6. **Additional Responsibilities of the Contractor.** As a result of this First Amendment to the Lease between the Lessor and Lessee, the Lessor has agreed to the above enumerated terms in addition to those outlined in the original Lease between the parties.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Lease between the parties, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

B. **Sovereign Immunity.** The State of Wyoming and the Lessor do not waive sovereign immunity by entering into this Lease and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statutes § 1-39-104(a) and all other state or federal law.

C. Indemnification. The Lessee shall release, indemnify and hold harmless the State, the Lessor and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out the Lessee's performance under this Amendment or the original Lease.

8. Signatures. IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as the First Amendment to the Lease between the parties, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this First Amendment is the date of the signature last affixed to this page.

DEPARTMENT OF COMMERCE

SIGNATURE: 

Gene Bryan
Director of the
Department of Commerce

DATE: 3/24/98

THE LESSEE

SIGNATURE: 

John C. Power, Manager

TIN: _____

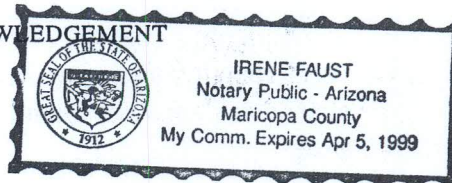
DATE: 3/31/98

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:

 3/24/98
Michael D. Basom, Assistant Attorney General

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of ARIZONA)
 County of Maricopa) ss.

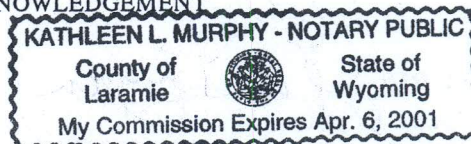


On this 31st day of March, 1998, before me, the undersigned Notary Public, personally appeared JOHN C. POWER, Member of WYOMING RESORTS LLC and known to me to be a member or designated agent of the limited liability company that executed the Amendment to the Lease and acknowledged the Amendment to the Lease to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Amendment to the Lease and in fact executed the Amendment to the Lease on behalf of the limited liability company.

BY Irene Faust Residing at Casa Grande, AZ
 Notary Public in and for the State of AZ My Commission expires 4/5/99

STATE OF WYOMING ACKNOWLEDGEMENT

State of Wyoming)
 County of Laramie) ss.



On this day before me, the undersigned Notary Public, personally appeared the STATE OF WYOMING, DEPARTMENT OF COMMERCE, DIVISION OF STATE PARKS AND HISTORIC SITES, to me known to be the individual described in and who executed the Amendment to the Lease and acknowledged that he signed the Amendment to the Lease as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 24th day of March, 1998.

BY Kathleen L. Murphy Residing at Cheyenne, WY
 Notary Public in and for the State of WY My Commission expires 4-6-2001

STATE OF WYOMING ACKNOWLEDGEMENT

State of Wyoming)
 County of Laramie) ss.

On this day before me, the undersigned Notary Public, personally appeared the STATE OF WYOMING, WYOMING ATTORNEY GENERAL'S OFFICE, to me known to be the individual described in and who executed the Amendment to the Lease and acknowledged that he signed approving as to form the Amendment to the Lease as his free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this 24th day of March, 1998.

BY Glen W. Guinness Residing at Cheyenne, WY
 Notary Public in and for the State of WY My Commission expires 4/8/2000

**SECOND AMENDMENT TO LEASE BETWEEN THE WYOMING
DEPARTMENT OF COMMERCE, DIVISION OF STATE PARKS AND
HISTORIC SITES AND WYOMING RESORTS, LLC**

THIS SECOND AMENDMENT is made between the Wyoming Department of Commerce, Division of State Parks and Historic Sites (the "Lessor") and Wyoming Resorts, LLC (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor and Lessee entered a lease dated in March 18, 1998 (the "Lease") regarding the lease of the premises known as the Plaza Inn the Park in Hot Springs State Park, and

WHEREAS, by way of a First Amendment to Lease (the "First Amendment") dated March 31, 1998, the parties clarified certain provisions of the Lease, which clarifications included, among other things, certain provisions relating to the rights and interests of the Lessee's lender, Big Horn Federal Savings Bank, and

WHEREAS, the Lessee is replacing its lender with Goleta National Bank, and

WHEREAS, the parties wish to reflect the substitution of Goleta National Bank as the Lessee's lender.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the Lease, including the First Amendment to reflect that Goleta National Bank is the lender of the Lessee and shall have all rights attributed to the Lessee's lender under the Lease, including the First Amendment.

Notices of default to the Lessee will be copied to the Goleta National Bank, 4040 Circle Center Drive, Suite 200, San Rafael, California 94901, or any other authorized lender.

Except as amended herein, the terms and provisions of the Lease,

including the First Amendment shall remain in full force and effect.

The State of Wyoming and the Lessor do not waive sovereign immunity by entering into this agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to W.S. § 1-39-104(a) and all other state and federal law.

Effective _____, 1999.

Lessor: Department of Commerce,
Division of State Parks & Historic Sites

Lessee: Wyoming Resorts, LLC

By: Tucker Fager
Title: Director
Date signed: 10 March 1999

By: [Signature]
Title: MEMBER
Date signed: 10 March 1999

Attorney General's approval as to form:

By: [Signature]
Title: ASSISTANT ATTORNEY GENERAL
Date signed: 7-10-99

**THIRD AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE STATE OF WYOMING, DEPARTMENT OF STATE PARKS &
CULTURAL RESOURCES,
DIVISION OF STATE PARKS AND HISTORIC SITES AND
WYOMING RESORTS, LLC.**

1. Parties. This Amendment, which is made and entered into by and between the State of Wyoming, Department of State Parks & Cultural Resources, Division of State Parks and Historic Sites, hereinafter the "Department" whose office is located at 2301 Central Avenue, Barrett Building 4th Floor, Cheyenne, WY, 82002, and Wyoming Resorts, LLC, hereinafter the "Permittee" whose address is P.O. Box 44, The Sea Ranch, CA, 95497 .

2. Purpose of Amendment. This Amendment shall constitute the Third Amendment to the Lease Agreement between the Department and Permittee, which was duly executed on January 1, 1998, which became effective January 1, 1998. The purpose of this Third Amendment is to clarify payment dates for the existing lease.

3. Terms of the Amendment. This Amendment shall become effective May 1, 2003 through the term of the original lease which is December 31, 2028, and shall remain in full force per the terms of the original lease unless terminated at an earlier date pursuant to the provisions of the original lease, or pursuant to federal or state statute or rule or regulation.

4. Payment. The lease year shall run from January 1 to December 31 of each year. The annual lease fee shall be paid annually, and the first year's fee to be paid is for the year 2003, which lease fee shall be paid no later than March 31, 2004. Each subsequent year's lease fee shall be due and payable on March 31 following the lease year, and the last year's lease fee shall be due and payable March 31, 2029.

5. Additional Responsibilities of the Department and Permittee. By mutual agreement between the Department and the Permittee that no additional responsibilities are permitted upon the execution of this Amendment.

6. Special Provisions.

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Establishment Agreement between the Department and the Permittee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

- B. Sovereign Immunity. The State of Wyoming and the Department do not waive sovereign immunity by entering into this First Amendment and specifically retain immunity and all defenses available to them as sovereigns pursuant to W.S. § 1-39-104(a) and all other state or federal law.
- C. Indemnification. The Permittee shall release, indemnify and hold harmless the state, the Department and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of the Permittee's performance under the Agreement.

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7. Signatures.

IN WITNESS THEREOF, the parties of this Amendment through their duly authorized representatives have executed this Amendment, known as the First Amendment to the Lease between the Department and Permittee, and certify that they have read, understood, agreed to the terms and conditions of the Amendment as set forth herein.

DIVISION OF STATE PARKS & HISTORIC SITES



Pat Green, Interim Director

7-3-03

Date

PERMITTEE

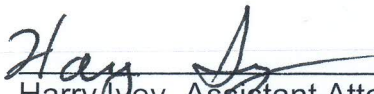


Wyoming Resorts, LLC
John C. Power, Manager

6/3/03

Date

ATTORNEY GENERAL'S APPROVAL AS TO FORM



Harry Vey, Assistant Attorney General

5-19-03

Date

**FOURTH AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE STATE OF WYOMING, DEPARTMENT OF STATE PARKS &
CULTURAL RESOURCES,
DIVISION OF STATE PARKS AND HISTORIC SITES AND
WYOMING RESORTS, LLC.**

1. Parties. This Amendment, which is made and entered into by and between the State of Wyoming, Department of State Parks & Cultural Resources, Division of State Parks and Historic Sites, hereinafter the "Department" whose office is located at 2301 Central Avenue, Barrett Building 4th Floor, Cheyenne, WY, 82002, and Wyoming Resorts, LLC, hereinafter the "Permittee" whose address is P.O. Box 44, The Sea Ranch, CA, 95497.

2. Purpose of Amendment. This Amendment shall constitute the Fourth Amendment to the Lease Agreement between the Department and Permittee, which was duly executed on January 1, 1998, which became effective January 1, 1998. The purpose of this Fourth Amendment is to amend the Lease Fee.

3. Terms of the Amendment. This Amendment shall become effective August 1, 2003 through the term of the original lease which is December 31, 2028, and shall remain in full force per the terms of the original lease unless terminated at an earlier date pursuant to the provisions of the original lease, or pursuant to federal or state statute or rule or regulation.

4. Lease Fee. The annual lease fee paid will be averaged for the last five (5) years. In the calculation for the current year, the oldest year shall be dropped and the current year shall be added into the average at the rate of 2% (two percent) of gross revenue. The lease year shall run from January 1 to December 31 of each year. The annual lease fee shall be paid annually, and the first year's fee to be paid is for the year 2003, which lease fee shall be paid no later than March 31, 2004. Each subsequent year's lease fee shall be due and payable on March 31 following the lease year, and the last year's lease fee shall be due and payable March 31, 2029.

5. Additional Responsibilities of the Department and Permittee. By mutual agreement between the Department and the Permittee that no additional responsibilities are permitted upon the execution of this Amendment.

6. Special Provisions.

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Establishment Agreement between the Department and the Permittee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

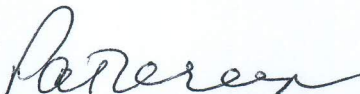
- B. Sovereign immunity. The State of Wyoming and the Department do not waive sovereign immunity by entering into this First Amendment and specifically retain immunity and all defenses available to them as sovereigns pursuant to W.S. § 1-39-104(a) and all other state or federal law.
- C. Indemnification. The Permittee shall release, indemnify and hold harmless the state, the Department and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of the Permittee's performance under the Agreement.

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7. Signatures.

IN WITNESS THEREOF, the parties of this Amendment through their duly authorized representatives have executed this Amendment, known as the First Amendment to the Lease between the Department and Permittee, and certify that they have read, understood, agreed to the terms and conditions of the Amendment as set forth herein.

DIVISION OF STATE PARKS & HISTORIC SITES

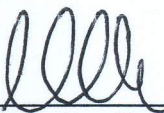


Pat Green

9-14-03

Date

PERMITTEE

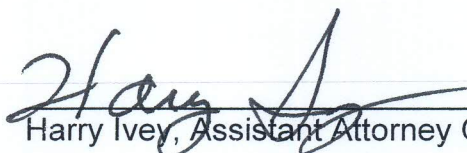


Wyoming Resorts, LLC
John C. Power, Manager

9/1/03

Date

ATTORNEY GENERAL'S APPROVAL AS TO FORM



Harry Ivey, Assistant Attorney General

7-14-03

Date

**AMENDMENT FIVE TO THE LEASE BETWEEN
DEPARTMENT OF STATE PARKS & CULTURAL RESOURCES,
DIVISION OF STATE PARKS & HISTORIC SITES
AND
WYOMING RESORTS, LLC.**

1. **Parties.** This Amendment is made and entered into by and between the Department of State Parks & Cultural Resources, Division of State Parks & Historic Sites [Lessor], whose address is: 2301 Central Avenue, Barrett Bldg., 4th Floor, Cheyenne, WY 82002 and Wyoming Resorts, LLC [Lessee], c/o John C. Power and Andrew Layton, whose addresses are: P.O. Box 114, The Sea Ranch, CA, 95497 and 14127 Farmview Lane, Bainbridge Island, WA, 98110, respectively.

2. **Purpose of Amendment.** This Amendment shall constitute the fifth amendment to the Lease between the Lessor and the Lessee, which was duly executed on March 18, 1998 and which became effective on March 18, 1998. The purposes of this Amendment are to: a) extend the Lease term through December 31, 2043; b) allow for the construction and operation of twenty-four (24) additional guest rooms and associated parking; and c) amend Lessee's responsibilities to require Lessee to submit all written detailed plans to Lessor prior to construction of the twenty-four (24) additional guest rooms and associated parking.

Original Lease, dated March 18, 1998, the Lessor leased the Premises (real property, excluding buildings, fixtures and improvements located thereon and known as the Plaza Inn the Park) to the Lessee through December 31, 2028.

Amendment One, dated March 31, 1998, added language to reflect the fact that the Big Horn Federal Savings Bank agreed to assume Lessee's responsibilities and obligations under the lease should Lessee default on the repayment of a loan for funds to renovate the building on the Premises.

Amendment Two, dated March 10, 1999, added language to reflect the fact that Lessee replaced its lender, Big Horn Federal Savings Bank with Goleta National Bank.

Amendment Three, dated July 3, 2003, clarified the payment dates in the Lease.

Amendment Four, dated September 14, 2003, modified the way the Lease fee was calculated and the payment dates.

3. **Term of the Amendment.** This Amendment shall commence on March 1, 2008 or upon the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect through the term of the Lease, unless terminated at an earlier date pursuant to the provisions of the Lease, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**

- A. The first sentence of Section 3(A) of the original Lease is hereby amended to read as follows:

“This Lease shall be for a term of forty-five (45) years commencing January 1, 1998 and terminating December 31, 2043, twelve o’clock p.m. or sooner as provided herein.”

5. **Additional Responsibilities of Lessee.**

- A. Section 6, Responsibilities of Lessee, of the original Lease is hereby amended to add Subsections F and G, which read as follows:

F. Submission of building Plans. Lessee shall submit all written detailed plans to Lessor for approval prior to beginning construction of the twenty-four (24) additional guest rooms and associated parking.

G. Construction. Upon Lessor’s approval of Lessee’s plan, Lessee shall construct twenty-four (24) additional guest rooms and associated parking.”

6. **Additional Responsibilities of Lessor.**

- A. Section 5, Responsibilities of Lessor, of the original Lease is hereby amended to add Subsection D, which reads as follows:

D. Construction Plan Review. Lessor shall review Lessee’s plans for the construction of twenty-four (24) additional guest rooms and associated parking. Approval of the plans shall not be unreasonably withheld.”

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Lease between the Lessor and the Lessee, including but limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of fourteen (14) pages, Amendment One, consisting of four (4) pages, Amendment Two, consisting of two (2) pages, Amendment Three, consisting of three (3) pages, Amendment four, consisting of three (3) pages, and Amendment Five, consisting of three (3) pages,

represent the entire and integrated Lease between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

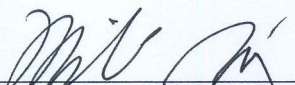
9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment to the Lease between the Lessor and the Lessee, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Amendment is the date of the signature last affixed to this page.

LESSOR:

Department of State Parks & Cultural Resources
Division of State Parks & Historic Sites

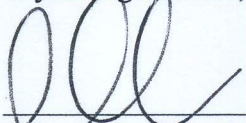


Milward Simpson, Director

4/30/08
Date

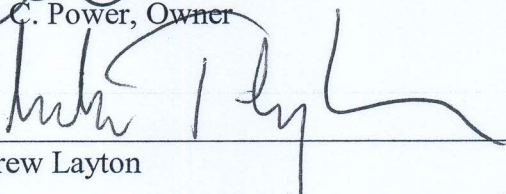
LESSEE:

Wyoming Resorts, LLC



John C. Power, Owner

3-17-08
Date

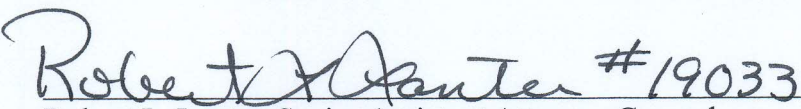


Andrew Layton

3/19/08
Date

Employer Federal Identification Number 83-0319782

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM:



Robert L. Lanter, Senior Assistant Attorney General

2-29-08
Date

ASSIGNMENT
N O T A R I A L

KNOW ALL MEN BY THESE PRESENTS:

THAT Martha O. Healy, Party of the First Part, for and in consideration of One Dollar and other good and valuable consideration to her in hand paid by Eddie E. Nordquist and Wanda Lee Nordquist, Parties of the Second Part, does hereby sell, assign, transfer, convey, and set over unto the said Parties of the Second Part, their heirs, Executors, Administrators, and Assigns the following described property, to-wit:

All the right, title, and interest of the Party of the First Part in, to, under, and by reason of a certain Lease and leasehold interest executed on the 8th day of December, 1917 by and between the State of Wyoming acting by and through its Board of Charity and Reform, as Lessor, and W. H. Callaghan, of Thermopolis, Wyoming, as Lessee, and the leased property being situated in the County of Hot Springs, State of Wyoming, known and described as Tract No. 5 of the New Landscape Plan of the Big Horn State Reserve, (now Hot Springs State Park) adopted by the State Board of Charity and Reform on February 5, 1916, and on file in the office of the Secretary of said Board, said lease being duly recorded in the office of the County Clerk of Hot Springs County, Wyoming on the 21st day of January, 1918 and recorded in Book 7 of Miscellaneous Records commencing at page 147 thereof; also all other right, title, interest, and equity of the Party of the First Part in and to any and all leases upon said tract or pertaining thereto.

TO HAVE AND TO HOLD unto the said Eddie E. Nordquist and Wanda Lee Nordquist, their heirs, executors, administrators, and assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set her hand this 20th day of October, 1953.

STATE OF WYOMING)
County of Hot Springs) ss.

Martha O. Healy

On this 20th day of October, 1953, before me personally appeared Martha O. Healy, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Given under my hand and Notarial seal the day and year in this certificate first above written.

A. J. Quinn
Notary Public.

My Commission expires: Dec. 16, 1954.

ASSIGNMENT

WITNESSETH BY THESE PRESENTS:

That Eddie E. Nordquist and Wanda Lee Nordquist, Parties of the First Part, for an in consideration of One Dollar and other good and valuable consideration to them in hand paid by Jack Hausauer, Amelia Hausauer, Edward P. Hausauer, Vera Hausauer, and John Henry Hausauer, Parties of the Second Part, do hereby sell, assign, transfer, convey, and set over unto the said Parties of the Second Part, their heirs, executors, administrators, and assigns the following described property, to wit:

All the right, title, and interest of the Parties of the First Part in, to, under, and by reason of a certain Lease and leasehold interest executed on the 5th day of December, 1917, by and between the State of Wyoming acting by and through its Board of Charity and Reform, as Lessor; and W. H. Callaghan, of Thermopolis, Wyoming, as Lessee, and the leased property being situated in The County of Hot Springs, State of Wyoming, known and described as Tract No. 5 of the New Landscape Plan of the Big Horn State Reserve, (now Hot Springs State Park) adopted by the State Board of Charity and Reform on February 5, 1916, and on file in the office of the Secretary of said Board, said lease being duly recorded in Book 7 of Miscellaneous Records commencing at page 147 thereof; also all other right, title, interest, and equity of the Parties of the First Part in and to any and all leases upon said tract or pertaining thereto.

TO HAVE AND TO HOLD unto the said Jack Hausauer, Amelia Hausauer, Edward P. Hausauer, Vera Hausauer, and John Henry Hausauer, their heirs, executors, administrators, and assigns forever.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands this 12th day of May, 1959.

Eddie E. Nordquist
Wanda Lee Nordquist

STATE OF WYOMING } ss.
County of Hot Springs

On this 12th day of May, 1959, before me personally appeared Eddie E. Nordquist and Wanda Lee Nordquist, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and Notarial seal the day and year in this certificate first above written.

Betty L. Long Gifford
Notary Public

Commission expires January 15th, 1960.

May 9th, 1959.

Mr. Archie Ewoldsen, Secretary,
Board of Charities and Reform,
Room 216, Capitol Bldg.,
Cheyenne, Wyoming.

Dear Sir:

As per your letter of May 6th, we enclose herewith assignment of lease from Martha C. Healy to us, and an assignment from us to the Hausauer family.

Trusting you will find said enclosure in order,

Yours very truly,

Eldo E. Nordquist
Blanche Lee Nordquist

Quitclaim Deed, filing January 19th, 1957, book 37 PR, pages 406-407
Bill of Sale, filing 164007, date of instrument 10/20/53.

May 11th, 1959.

Archie Swoldsen, Secretary,
Board of Charities and Reform,
Room 216, Capitol Bldg.,
Cheyenne, Wyoming.

Dear Sir:

As per your letter of May 6th addressed to Mr. and Mrs. Eddie Nordquist, we hereby request that we receive permission to receive the lease from the Nordquists, said assignment is attached to this letter.

Please address all correspondence concerning this lease to First National Bank at Thermopolis, Thermopolis, Wyoming.

Thanking you,

Yours very truly,

Jack Hausauer

Amelia Hausauer

Edward P. Hausauer

Vera Hausauer

John Henry Hausauer

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF HOT SPRINGS)

ON THIS 22nd day of July, 1959, before me personally appeared JACK HAUBAUER, EMILIA HAUBAUER, EDWARD P. HAUBAUER, VERA E. HAUBAUER and JOHN H. HAUBAUER, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal, the day and year in this certificate first written above.

SEAL

C. J. Devereaux

Notary Public

MY COMMISSION expires the 11th day of July, 1963

CONSENT TO ASSIGNMENT OF LEASE

THE UNDERSIGNED hereby consents to the assignment of the lease hereinbefore executed by Jack Haubauer, Emilia Haubauer, Edward P. Haubauer, Vera E. Haubauer, and John H. Haubauer, and said assignment being in favor of and to the PLAZA HOTEL AND APARTMENTS, INC., a Wyoming Corporation, involving the premises described therein.

Dated this 27th day of August, A. D., 1959

ATTEST

THE STATE OF WYOMING

Archie Swoldson
Secretary, State Board of
Charities and Reform.

BY STATE BOARD OF CHARITIES AND REFORM

By J. J. "Joe" Hickey
Governor

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF HOT SPRINGS)

ON THIS 22nd day of July, 1959, before me personally appeared JACK HAUSAUER, EMELIA HAUSAUER, EDWARD P. HAUSAUER, VERA E. HAUSAUER and JOHN H. HAUSAUER, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal, the day and year in this certificate first written above.


Carl J. Wersbaux
Notary Public

MY COMMISSION expires the 11th day of July, 1963

CONSENT TO ASSIGNMENT OF LEASE

THE UNDERSIGNED hereby consents to the assignment of the lease hereinbefore executed by Jack Hausauer, Emelia Hausauer, Edward P. Hausauer, Vera E. Hausauer, and John H. Hausauer, and said assignment being in favor of and to the PLAZA HOTEL AND APARTMENTS, INC., a Wyoming Corporation, involving the premises described therein.

Dated this 27th day of August, A. D., 1959

ATTEST

Leah E. Hausauer
Secretary, State Board of
Charities and Reform.

THE STATE OF WYOMING

BY STATE BOARD OF CHARITIES AND REFORM

By John H. Hausauer
Governor

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, That JACK HAUSAUER,^{and} EMELIA HAUSAUER, husband and wife; EDWARD P. HAUSAUER and VERA E. HAUSAUER, husband and wife; and, JOHN H. HAUSAUER, a single person, all of HOT SPRINGS COUNTY, WYOMING, hereinafter known and referred to as the parties of the first part, for and in consideration of the sum of TEN and NO-100 (\$10.00) Dollars, in hand paid by the PLAZA HOTEL AND APARTMENTS, INC., a Wyoming Corporation, of Thermopolis, Wyoming, the receipt whereof is hereby acknowledged, hereafter known and referred to as the party of the second part:

Have sold, and by these presents does hereby sell, assign and transfer unto the said party of the second part, its successors and assigns, that certain lease of state lands known as Tract Five (5), together with all the rights thereunder, and the said lease being dated the 8th day of December, 1917, and executed and made by the State of Wyoming, acting through its State Board of Charities and Reform, and in favor of W. H. Callaghan, of Thermopolis, Wyoming, and leasing and conveying real property, known and described as Tract Number Five (5), according to the new Landscape Plan of the Big Horn Hot Springs State Reserve, now Hot Springs State Park, adopted by the State Board of Charities and Reform, on February 5th, 1916, and on file in the office of the said board, said lease being duly recorded in the office of the County Clerk and Ex-officio Register of Deeds, in and for the County of Hot Springs, Wyoming, in Book seven (7) of Miscellaneous Records commencing at Page number 147, thereof; also all other rights, title, interest and equity of the parties of the first part, in and to any and all leases upon said tract number Five (5), or pertaining thereto.

The aforesaid lease being subsequently assigned to Eddie E. Nordquist, and Sandra Lee Nordquist, husband and wife.

TO HAVE AND TO HOLD unto the said PLAZA HOTEL AND APARTMENTS, INC., a Wyoming Corporation, its successors and assigns forever.

THE PARTIES OF THE FIRST PART hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF we have hereunto set our hands this 22nd, day of July, A. D. 1959.

Jack Hausauer

Emelia Hausauer

Edward P. Hausauer

Vera E. Hausauer

John H. Hausauer

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, That JACK HAUSAUER, ^{and} BECKIE HAUSAUER, husband and wife; EDWARD P. HAUSAUER and VERA E HAUSAUER, husband and wife; and, JOHN H. HAUSAUER, a single person, all of HOT SPRINGS COUNTY, WYOMING, hereinafter known and referred to as the parties of the first part, for and in consideration of the sum of TEN and NO-100 (\$10.00) Dollars, in hand paid by the PLAZA HOTEL AND APARTMENTS, INC., a Wyoming Corporation, of Thermopolis, Wyoming, the receipt whereof is hereby acknowledged, hereafter known and referred to as the party of the second part:

Have sold, and by these presents does hereby sell, assign and transfer unto the said party of the second part, its successors and assigns, that certain lease of state lands known as Tract Five (5), together with all the rights thereunder, and the said lease being dated the 8th day of December, 1917, and executed and made by the State of Wyoming, acting through its State Board of Charities and Reform, and in favor of W. H. Callaghan, of Thermopolis, Wyoming, and leasing and conveying real property, known and described as Tract Number Five (5), according to the new Landscape Plan of the Big Horn Hot Springs State Reserve, now Hot Springs State Park, adopted by the State Board of Charities and Reform, on February 5th, 1916, and on file in the office of the said board, said lease being duly recorded in the office of the County Clerk and Ex-officio Register of Deeds, in and for the County of Hot Springs, Wyoming, in Book seven (7) of Miscellaneous Records commencing at Page number 147, thereof; also all other rights, title, interest and equity of the parties of the first part, in and to any and all leases upon said tract number Five (5), or pertaining thereto.

The aforesaid lease being subsequently assigned to Eddie E. Nordquist, and Wanda Lee Nordquist, husband and wife.

TO HAVE AND TO HOLD unto the said PLAZA HOTEL AND APARTMENTS, INC., a Wyoming Corporation, its successors and assigns forever.

THE PARTIES OF THE FIRST PART hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF we have hereunto set our hands this 22nd, day of July, A. D. 1959.

Jack Hausauer
Beckie Hausauer
Edward P. Hausauer
Vera E. Hausauer
John H. Hausauer

ASSIGNMENT OF LEASE

STATE OF WYOMING)
) ss:
County of Hot Springs)

PLAZA HOTEL AND APARTMENTS, INC., a Wyoming corporation, hereinafter referred to as the "Mortgagor", does hereby transfer, set over and assign unto Big Horn Basin Federal Savings and Loan Association, a corporation, Greybull, Wyoming, hereinafter referred to as the "Mortgagee" one (1) real estate lease dated December 12, 1917, recorded January 21, 1918 wherein the State of Wyoming is Lessor, W. G. Callaghan, also known as W.H. Callaghan is Lessee having been transferred and assigned by mesne assignments, conveyances and transfers to Plaza Hotel and Apartments, Inc., a Wyoming corporation. The real estate under this lease is described as follows:

- - -Tract No. Five (5) in Sections Thirty (30) and Thirty-one (31) Township Forty-three (Twp. 43 N.) North, Range Ninety-four (94 W.) West of the Sixth (6th P.M.) Principal Meridian, as shown on the new landscape plan of the Big Horn Hot Springs State Reserve adopted by the State Board of Charities and Reform on February 5, 1916.- - -

It is a condition of this assignment that if Plaza Hotel and Apartments, Inc. fully performs the terms and conditions of one (1) promissory note dated March 3, 1964 in the amount of \$25,000.00 secured by a real estate mortgage and Security Agreement and Financing Statement of even date then this Assignment shall be void. In the event Mortgagor should fail to perform the conditions and covenants of the above referenced instruments and the real estate mortgage and Security Agreement is foreclosed, then the said lease shall, under the terms of this Assignment, automatically vest in Mortgagee.

Dated at Thermopolis, Wyoming, this 3rd day of March, 1964.

PLAZA HOTEL AND APARTMENT, INC.

By S/ Jack Hausauer
President

Attest Seal:

S/ John Hausauer
Secretary

STATE OF WYOMING)
) ss:
County of Bot Springs)

On this 5th day of March, 1964, before me personally

appeared S/ Jack Hausauer and S/ Jack Hausauer,
to me personally known, who, being duly sworn, did say that they are
President and Secretary-Treasurer, respectively, of Plaza Hotel and
Apartments, Inc., a corporation, Thermopolis, Wyoming; that the seal
affixed to this instrument is the corporate seal; that they are
authorized to execute said instrument on behalf of said corporation by
resolution of the board of directors, and that said corporation
executed said instrument voluntarily for the purpose therein mentioned.

S/ Esther L. Savage
Notary Public

My Commission expires: Nov. 23, 1964

Consent to Assignment of Lease

The undersigned hereby consents to the assignment of lease
hereinbefore executed by Plaza Hotel and Apartments, Inc., a
Wyoming corporation, said assignment being in favor of Big Horn
Basin Federal Savings and Loan Association, a corporation,
Greybull, Wyoming, and being given as additional security for
a loan to Plaza Hotel and Apartments, Inc.

Dated this 24th day of April, 1964.

THE STATE BOARD OF CHARITIES AND
REFORM

Cecil P. Han
GOVERNOR

Attest

Lloyd W. Horne
Secretary

**ASSIGNMENT/TRANSFER AND ACKNOWLEDGMENT OF ASSIGNMENT BETWEEN
WYOMING DEPARTMENT OF STATE PARKS & CULTURAL RESOURCES
DIVISION OF STATE PARKS, HISTORIC SITES & TRAILS**

Assignment and transfer of concession lease dated January 1, 1998, as amended (the Lease), wherein the State of Wyoming, acting through the Division of State Parks, Historic Sites & Trails (Division) is the party of the first part, and Andrew Layton and John C. Power, as lessees, are parties of the second part. An Assignment of Lease dated June 27, 2017, recorded on July 7, 2017 as Document 0526470 Book 177, Page 340-348, is being amended and restated to assign all right, title and interest to Sona, LLC, a Wyoming limited liability company in and to the lease of the Best Western Plus, Thermopolis, Wyoming. The State of Wyoming, acting through the Division, through Director Darin J. Westby, P.E., approved the Assignment of Lease on June 23, 2017.

Documentation received for the Division consisted of: completed application form, financial documentation i.e. income tax returns, profit and loss statements, full business and personal resumes, and letters of reference from current business owners doing business with Ashoo Ohri and Rachna Sachar. These documents were reviewed by the Division with a staff recommendation to allow the assignment of lease to Ashoo Ohri and Rachna Sachar with the full understanding that the Best Western Plus Franchise Standard would remain throughout the term of the Lease, and presented during the State Parks & Cultural Resources Commission (Commission) meeting dated June 23, 2017. Upon recommendation by the staff and Commission, final approval was given by Director Darin Westby for the lease transfer to Ashoo Ohri and Rachna Sachar.

Signed:

Wyoming Resorts, LLC
Fed ID #83-0319782
d/b/a Best Western Plus Plaza Hotel



John C. Power, Owner

7/16/18

Date

Andrew Layton, Owner

Date

**ASSIGNMENT/TRANSFER AND ACKNOWLEDGMENT OF ASSIGNMENT BETWEEN
WYOMING DEPARTMENT OF STATE PARKS & CULTURAL RESOURCES
DIVISION OF STATE PARKS, HISTORIC SITES & TRAILS**

Assignment and transfer of concession lease dated January 1, 1998, as amended (the Lease), wherein the State of Wyoming, acting through the Division of State Parks, Historic Sites & Trails (Division) is the party of the first part, and Andrew Layton and John C. Power, as lessees, are parties of the second part. An Assignment of Lease dated June 27, 2017, recorded on July 7, 2017 as Document 0526470 Book 177, Page 340-348, is being amended and restated to assign all right, title and interest to Sona, LLC, a Wyoming limited liability company in and to the lease of the Best Western Plus, Thermopolis, Wyoming. The State of Wyoming, acting through the Division, through Director Darin J. Westby, P.E., approved the Assignment of Lease on June 23, 2017.

Documentation received for the Division consisted of: completed application form, financial documentation i.e. income tax returns, profit and loss statements, full business and personal resumes, and letters of reference from current business owners doing business with Ashoo Ohri and Rachna Sachar. These documents were reviewed by the Division with a staff recommendation to allow the assignment of lease to Ashoo Ohri and Rachna Sachar with the full understanding that the Best Western Plus Franchise Standard would remain throughout the term of the Lease, and presented during the State Parks & Cultural Resources Commission (Commission) meeting dated June 23, 2017. Upon recommendation by the staff and Commission, final approval was given by Director Darin Westby for the lease transfer to Ashoo Ohri and Rachna Sachar.

Signed:

**Wyoming Resorts, LLC
Fed ID #83-0319782
d/b/a Best Western Plus Plaza Hotel**

John C. Power, Owner

Andrew Layton, Owner

Date

Date

7-24-2018

Buyers:
SONA LLC, a Wyoming limited Liability Company

Rachna Sachar

Date

Ashoo Ohri

Date

ACKNOWLEDGMENT OF ASSIGNMENT

We acknowledge receipt on ____ day of _____, 201__, of the Notice of Assignment of the above described lease. We have received no other notice of assignment or claim concerning the account, and we consent to and will mark our records to register the assignment of the account in your favor. Should there be a conflict between the lease and this consent, the lease will control.

**DEPARTMENT OF STATE PARKS & CULTURAL RESOURCES
DIVISION OF STATE PARKS, HISTORIC SITES & TRAILS**

Darin J. Westby, P.E., Director

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Tyler M. Renner, Assistant Attorney General

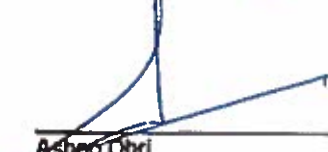
Date

6/18/18

Buyers:
SONA LLC, a Wyoming limited Liability Company


Rachna Sachar

6.26.18
Date


Ashoo Ohri

6/26/18
Date

ACKNOWLEDGMENT OF ASSIGNMENT

We acknowledge receipt on ____ day of _____, 201__, of the Notice of Assignment of the above described lease. We have received no other notice of assignment or claim concerning the account, and we consent to and will mark our records to register the assignment of the account in your favor. Should there be a conflict between the lease and this consent, the lease will control.

**DEPARTMENT OF STATE PARKS & CULTURAL RESOURCES
DIVISION OF STATE PARKS, HISTORIC SITES & TRAILS**


Darin J. Westby, P.E., Director

8/3/18
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Assistant Attorney General

6/18/18
Date

STATE OF ~~Washington~~ Wyoming

County of ~~King~~ Sheridan

}
}
} SS.

I certify that I know or have satisfactory evidence that *Andrew Layton* (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the Managing Member of Wyoming Resorts, LLC, a Wyoming limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 07.24. , 2018



A handwritten signature in blue ink, appearing to read "Isabel Almaraz", written over a horizontal line.

Name (typed or printed): Isabel Almaraz
NOTARY PUBLIC in and for the State of ~~Washington~~ Wyoming
Residing at: Sheridan
My appointment expires: February 01, 2020

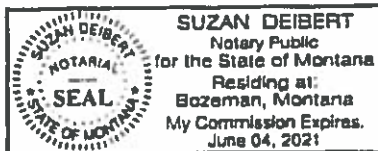
STATE OF ~~Washington~~ Montana


County of ~~King~~ Gallatin

)
) SS.
)

I certify that I know or have satisfactory evidence that John Power (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he) (he/she/they) signed this instrument, on oath stated that (he is/she is/they are) authorized to execute the instrument and acknowledged it as the Managing Member of Wyoming Resorts, LLC, a Wyoming limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: July 16, 2018




Name (typed or printed): Suzan Deibert
NOTARY PUBLIC in and for the State of ~~Washington~~ Montana
Residing at: Bozeman MT 5
My appointment expires: 06-04-2021

STATE OF Washington

County of Pierce

}
}
} SS.
}

I certify that I know or have satisfactory evidence that *Ashoo Ohri and Rachna Sachar* (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they), signed this instrument, on oath stated that (he is/she is they are) authorized to execute the instrument and acknowledged it as the Members of Sona LLC, a Wyoming limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: June 26th 2018

Kristi Ann Pond

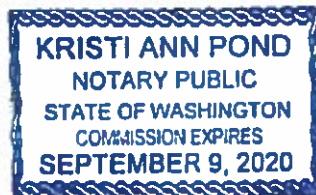
Name (typed or printed):

NOTARY PUBLIC in and for the State of Washington

Residing at: Pierce County

My appointment expires: _____

KRISTI ANN POND
MY APPOINTMENT EXPIRES 9-09-20



Darin,

The attached assignment/transfer for the sale of Best Western in Thermopolis needs your signature.

I have also attached the escrow closer's request for a change in verbiage (see green highlighted areas on email). They needed recorded dates and doc numbers included as well as assigning to the company of Sona, LLC.

I have approved changes through Tyler.

If you have any questions, please let me know.

Julie

Julie

(There are multiple orig signatures - but please sign where indicated. The "closer" had notaries go to each person individually.)

Division Administrator Review and Approval	
	
Signature	Date



Julie Huntley <julie.huntley@wyo.gov>

Assignment/Transfer Best Western

1 message

Julie Huntley <julie.huntley@wyo.gov>
To: Tyler Renner <tyler.renner@wyo.gov>

Mon, Apr 23, 2018 at 3:40 PM

Tyler,

I received an email from the contact at the title company, Soupy Klea, for some changes they requested in the Assignment/Transfer for Best Western. I have attached the document you made minor corrections on for your signature and included the language they requested.

Verbiage and change made per the PDF file with comment included in the document:

After the Assignment of Lease date please add "recorded on July 7, 2017 as Document 0526470 Book 177, Page 340-348, is being amended and restated to assign all right, title and interest to Sona, LLC, a Washington limited liability company. Also, please remove assigns all right, title and interest to Ashoo Ohri and Rachna Sachar.

Please review and let me know if these changes are okay. Thank you! Let me know if you have any questions.

Julie

Hi Julie:

The escrow closer informed me that the Assignment of Ground Lease was between the State of Wyoming and the Seller and it was not sent to us in word at the time of closing. The PDF of the document that we received is attached with a notation as to what we'd like to see on the revised document. Also, attached is a prepaid FedEx label please feel free to use the attached prepaid label to overnight it back to us.

Best,
Soupy
Soupy Klea
Commercial Assistant



First American Title™
NATIONAL COMMERCIAL SERVICES

--
Julie Huntley, CPM
Concessions & Revenue Manager
2301 Central Avenue, Barrett Building, 4th Floor
Cheyenne, WY 82002
Phone: 307-777-6025 Cell: 307-214-0400 Fax: 307-777-6005

2 attachments

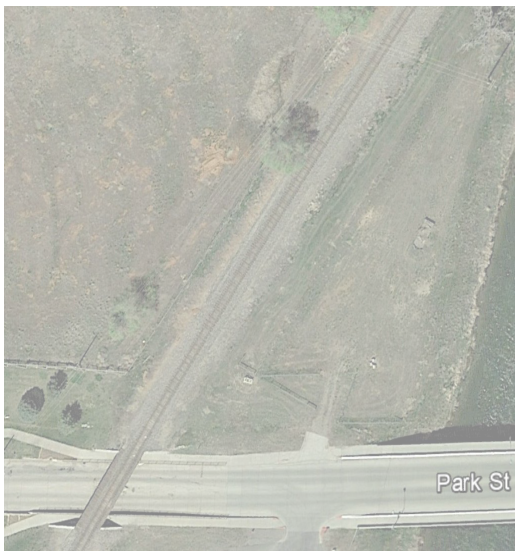


Assignment_Transfer.docx
20K



Best Western Facility Report

Hot Springs State Park
Facility Condition Assessment Project
November 1st, 2015



**Hot Springs State Park
Facility Condition Assessment Project Index
Best Western Hotel Building
Project #1521**

Executive Summary	1
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**Hot Springs State Park
Best Western Hotel
Executive Summary
November 1, 2015**

Overview: During this evaluation period, a comprehensive observation, document review and report of the current building conditions is presented to the Wyoming State Parks or the Best Western Inn & Suites Hotel, located within the property of the Hot Springs State Park. This evaluation report included the following: Civil, Architectural, Structural, Mechanical, Electrical, Kitchen Equipment, Roofing & Pool conditions.

The Best Western Inn & Suites building was originally constructed in 1918 and contains 35 guest rooms centered around an exterior courtyard. The structure is of two-story construction, masonry exterior walls with wood framed construction. The entry, located on the western side of the building is contiguous with the main lobby, concierge desk, a small dining room, the executive offices and maintenance spaces. The basement contains the major mechanical and electrical services, as well as the maintenance storage area.

A major interior remodel and MEP systems renovation occurred in 1999. The building contains exterior, covered porch style walkways and staircases. The staircases were rebuilt and additional stairs were added during the 1999 renovation. The historical nature of the building was maintained and is evident by the building being registered on the National Historic Preservation Registry.

Current code deficient items discovered during our evaluation process are identified in this report and cost estimate. The general condition of the building is in excellent condition for its age. The major 1999 renovation contributes to the current condition of the facility.

A full detailed Project Cost Estimate is attached in this evaluation report in section 10 of this report.

Conclusion: The facility has been maintained well. The renovation performed in 1999 upgraded many of the mechanical, plumbing and electrical systems to energy efficient modernized systems, all while retaining the historical character of the building. Some of the MEP systems are reaching their expected life as delineated in the detailed reports. Some ADA compliance issues are present, however, with the historical nature of the building, cannot be avoided. A significant equal facilitation issue is present with handicapped unable to access the second floor.

Sincerely,

Ronald A. Yount
Plan One/Architects

Attached: Project Cost Estimate dated 11.1.2015

Hot Springs State Park
Facility Condition Assessment
Best Western Inn & Suites

Exterior

ADA Accessibility:

Item A001: Exterior Building accessibility – site

Description:

The existing building site accessibility is adequate. There are two ADA standard compliant parking spaces and an accessible ramp at the parking stalls. It is in a good location for access to approach to the main entry front door. There are tactile warning strips for warning of a non-sighted person from entering a vehicular traffic area. The front entry door is accessible, and there is an auto operator with an appropriately located push button.

The ADA provided parking spaces do not have the proper dimensional requirements for a van accessible space.

Recommendation A001:

Re-stripe the parking lot to provide the necessary numbers of parking stalls to provide for a van accessible parking stall and loading zone.

Budgetary Estimate: \$2,000



Item A002: Exterior Building Accessibility - Building Entries**Description:**

The main entry doors are accessible and have an automatic operator. The vestibule doors are also accessible. The dimensional requirements for the leading doors is non-code compliant.

Recommendation A002:

None.

Budgetary Estimate: None

Item A003: Exterior Building Accessibility**Description:**

Since the hotel contains an exterior, enclosed courtyard, the following comments relate to the accessibility of the building from that courtyard. The secondary entry doors at each hallway are of appropriate size and configuration, including accessible door hardware. There are a few conditions where the ADA dimensional requirements are not correct, however, a modification of dimensional layouts were made during the 1990 renovation. The remodel has met the intent of the law and there are equal facilitation provisions made in other guest rooms of the hotel. Also, we need to keep in mind the fact that the building is a national registered historical landmark, and, therefore, the historical code overrides some of the ADA requirements.

Recommendation A003:

Some door approach dimensions should be modified to meet the ADA requirements.

Budgetary Estimate: \$10,000



Item A004: Parking Lot Paving**Description:**

The existing parking lot is well drained and is in good repair (see GDA Engineers report for condition and topping). There appears to be adequate positive drainage away from the structure. A portion of the parking area is located on a public street to the west, and there are some areas of repair that are recommended.

Recommendation A004:

Correct the condition of certain areas of the pavement, by replacement, and subsequent chip sealing, as well as re-striping (see item A001).

Budgetary Estimate: \$5,000

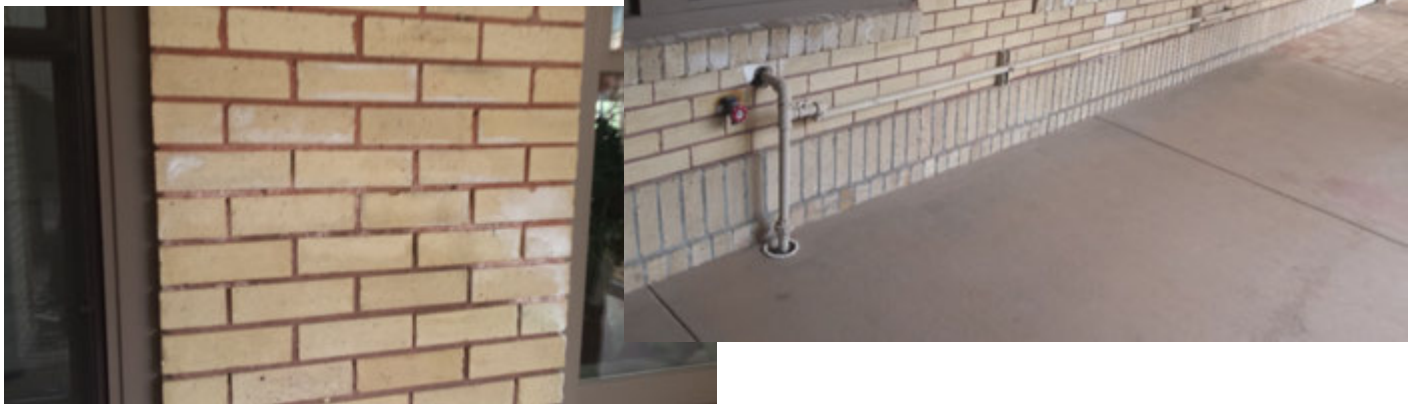
Item A005: Exterior Building Envelope & Materials**Description:**

The existing exterior building materials, i.e. brick masonry, is in relatively good repair. The maintenance supervisor indicated that recent repointing of the mortar had been done, although there is evidence of additional repointing needed. Some stucco surfaces are aging, delaminating from the lower portion of the building, particularly at the west side near the main entrance. The joints in the materials are in good repair. The wood clad door & window heads and sills are also showing signs of aging (see item #A007). There were no immediate or noticeable signs of wall leaks on the interior of the building.

Recommendation A005:

Repointing of the masonry brickwork is required in various areas of the building. Stucco repair is also recommended, as some water damage and staining is evident, particularly at the north side of the main entrance on the west side of the facility.

Budgetary Estimate: \$20,000



Item A006: Exterior Windows**Description:**

The existing windows in the building consist of wood clad sash window units. The windows, for the most part, are in acceptable condition. The age of the units are such that they were replaced in the 1990's and are energy efficient. They are dual pane windows and are in operational condition.

Recommendation A006:

Recondition wooden exterior of the windows and replace sashes where required. Much restorative work, as well as preventive maintenance, has been performed. It is recommended to continue to work to address the current conditions, particularly on the south wall at the second-floor level.

Budgetary Estimate: \$25,000



Item A007: Exterior Building Doors & Storefront Systems**Description:**

The exterior doors are newer aluminum and hollow metal type doors with single pane glazing. Doors are ADA compliant, and the hardware is adequate for ADA access.

Recommendation A007:

None.

Budgetary Estimate: None.

**Item A008: Roof – Single Ply Membrane****Description:**

The existing roof shows signs of wear. The full roof report is attached in section 6 of this report.

Recommendation A008:

Correct the condition of the roof by replacing it in its entirety and adding appropriate safety components.

Budgetary Estimate: See Roofing report.

Item A009: Interior Building Accessibility

Description:

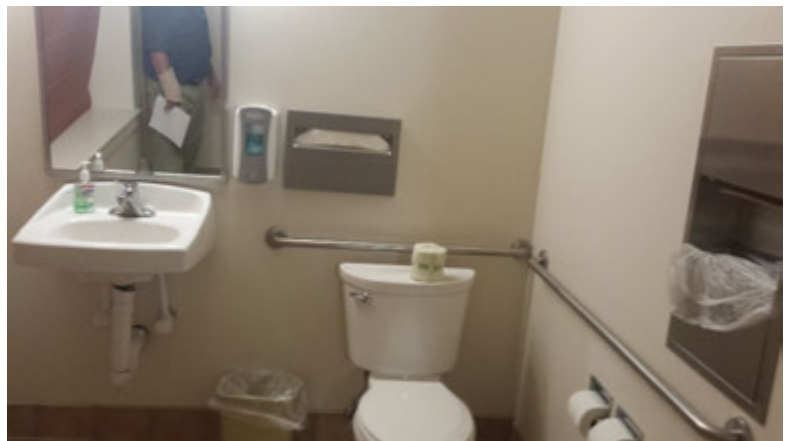
Generally, the interior building ADA accessibility is acceptable. The following building features needs to be upgraded in order to provide compliance with ADA standards:

1. The main reception desk does not meet the current ADA standards from either the guest side or the staff side.
2. The general building door widths, access dimensions, and hardware do meet the minimum ADA standards, however, there are some non-compliant door strike side dimensions.
3. There are two rooms identified as ADA units. They do have some level of accessibility, however, they do not meet the current ADA standards.
4. There are no elevators in the facility and the building is two stories. The second floor is nonaccessible.

Recommendation A009:

The building elements noted in this section can be remodeled to be accessible, however, the various areas will consist of significant renovations to bring them up to current codes and ADA requirements.

Budgetary Estimate: \$25,000



Item A010: Interior Finishes

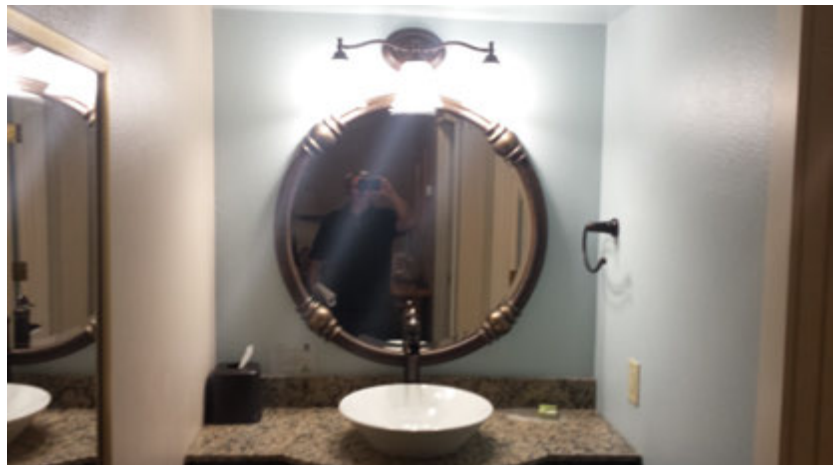
Description:

The primary interior finishes are acceptable, however, are a little dated. There have been replacements of the carpeting and flooring in the recent past. Wall and ceiling finishes are in acceptable condition. The ceilings, for the most part, are inaccessible painted drywall.

Recommendation A010:

A general aesthetic upgrade could be performed to bring the building up improved finish performance. This would benefit the facility and provide better protection from daily wear.

Budgetary Estimate: \$25,000



Item A011: Vertical Transportation

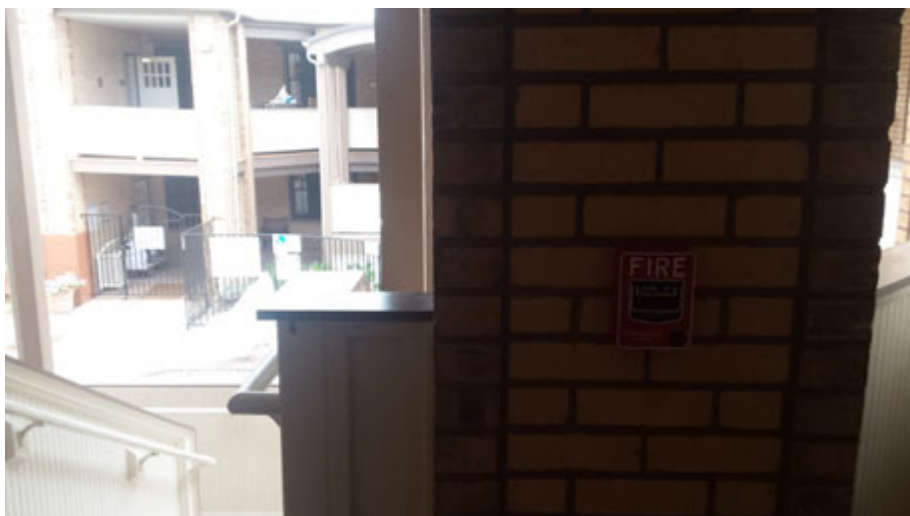
Description:

The facility is a two-story building, and the only method of vertical transportation are stairs. The existing stairs are not ADA compliant. The existing handrails do not meet the code either with ADA compliance or with regard to safety. Since the facility does not contain elevators, there are no ADA guest rooms on the second floor providing for equal facilitation. While there are improvements that can be made with respect to ADA compliance to the stairwells, they do not have the elements to comply with an area of refuge required at the top of the stairs. This could easily be remedied by adding the appropriate communications system. Code now also requires signaling and communication devices for emergency egress along with the area of refuge that is not present in the current building.

Recommendation A011:

1. Renovate the existing stair tread finish to comply with code.
2. Install communication system
3. Install an ADA compliant elevator.

Budgetary Estimate: \$100,000





676 Ferguson Ave., Ste. 5, Bozeman, MT 59718 – phone: (406) 586-4365 – fax: (406) 586-4366

HOT SPRINGS STATE PARK – BEST WESTERN (PLAZA HOTEL) **STRUCTURAL SYSTEM EVALUATION**

INTRODUCTION

This structure consists of a historic hotel building, constructed in 1918, with significant renovations and repairs occurring in 1999. Minor modifications, use changes and additions have occurred over the life of the building, but in general, it remains much as it was when originally constructed. In general, the building is in relatively good condition considering its age, and is currently well maintained. With continued proper care, the life of the structure continue to be extended under normal loading conditions. It should be noted though, that without significant seismic upgrades, the building may experience substantial damage during a large earthquake.

Hicks Engineering was requested to perform non-destructive, visual observations of the exposed building structural components and provide our professional opinions about their structural integrity and overall stability. The following section documents these visual observations of the accessible building components during our visit to the site, and provides our opinions of the structural condition of the building.

STRUCTURAL OBSERVATIONS OF EXISTING CONSTRUCTION

The primary structure consists of approximately 19,300 s.f. of two-story construction. No original construction drawings were provided to show original details of construction such as roof and floor connections, concrete or masonry reinforcement, wood decking attachments and other information important in the structural assessment of the building. Architectural plans from the building renovation in the late 1990's were obtained, but lacked pertinent structural information as described above. The building element descriptions of conditions below are primarily based on observations of structural elements exposed to view (not concealed by building finishes) as well as conversations with hotel staff occurring at the time of our site visit on May 12, 2015.



FOUNDATION & BASEMENT LEVEL

Descriptions & Conditions:

Item S1 - Foundation Walls: The exterior foundation walls in the basement appear to be both concrete, which is likely original to the building and CMU, which was likely added during a later renovation or addition. Additionally, utility crawl spaces exist at a few interior locations, with board formed concrete walls, likely original to the building. It was not determined if either of the wall systems have reinforcing steel. The walls, though rough with exposed aggregate in areas, appear to be in relatively good condition, with minimal cracking or deterioration.

Item S2 - Footings: Footings under foundation wall were concealed and not observed at the time of the site visit. It is unclear what types of footings, if any, were original to the building. Reportedly, during the renovation and rehabilitation of the building in the late 1990's, helical piers were installed to level and support the existing building on a deep foundation system. Though not specifically observed, it is believed that the foundation

HSSP – Best Western Plaza Hotel – Structural Report

November 1, 2015

Page 2

system for the structure is currently adequate, for normal loading conditions. No notable settlement or foundation wall cracking was observed.

Item S3 – Basement Slab: The basement floor consists of a concrete slab on grade. The slab shows minimal signs of deterioration or settling with only minor cracks observed and is in relatively good condition. It is likely the slab is not original to the building and was added when basement finishes were installed.

Item S4 – Site Grading: It should also be noted that areas of the exterior grade appear to provide poor slope and lacks positive drainage away from the building. If water accumulates in the backfill, problems can arise due to the additional hydrostatic pressure or damage due to freezing and thawing.

Recommendations: Provide periodic observation of foundation elements for any changes, settlement, cracking or other signs of deterioration or stress (Items S1, S2 & S3). Verify and provide adequate slope of finished grade away from building or install French drains to prevent water from accumulation against foundation walls (Item S4).

Cost Estimate: Negligible to \$10,000

MAIN FLOOR LEVEL

Description & Condition:

Item S5 – Main Floor Framing & Slab: The main floor system for the building is primarily concrete slab on grade, with areas of wood joists and subfloor over utility tunnels and the basement area. It is likely that the building originally had significantly more areas of wood framed floors, likely over shallow crawl spaces and pony walls, with the slab on grade being installed at the time of renovation in the late 1990's. Considering the era and building code requirements at the time of renovations and presumptive slab installations, it is likely that the slab is reinforced. The condition of the floor over the basement and utility tunnels is in relatively good condition, considering its age. No significant deterioration was observed and the floor appeared to be performing adequately under normal loading conditions. That being said, it is quite possible that the areas of longer span floor joists, over the basement at the common / lobby areas, may not be adequate to meet current building code design loads. However, considering the upgrades made at the time of the renovation, it is likely that the floor system was evaluated and reinforced as needed at that time.

Recommendations: Monitor and note changes to the wood framed floor areas, paying attention to areas that seem 'soft' or 'bouncy'. Further structural evaluation of the floor system could be provided to determine if additional support or reinforcing is necessary to handle current building code design loads. Additionally, provide periodic observation of main floor concrete slab areas, taking note of changes, cracking, failing finishes or other signs of deterioration or stress (Item S5).

Cost Estimate: Negligible to \$25,000

UPPER FLOOR LEVEL

Description & Condition:

Item S6 – Upper Floor Framing: The upper floor system for the building was observed to be wood framed dimensional lumber spanning between wood beams and both wood and masonry bearing walls. The connections to supporting elements was concealed but it is highly likely that said wood framing is not positively attached to the exterior multi-wythe brick masonry, as that was customary practice during the period of the building construction. It is also unlikely that these connections were upgraded at the time of the renovation, as this type of



seismic upgrade has only become commonplace more recently. The floor itself was not overly ‘bouncy’ and appears to be adequate to support normal loading conditions.

Item S7 – Upper Deck Framing: In addition to the primary floor system, an upper level deck / shared balcony provides access to the rooms. It appears that this was either added or replaced an original deck, possibly during the most recent renovation. In general, it appears to be adequate to support normal loads, but considering it is an egress route and some ‘bounciness’ was observed, it may not be properly designed to support current building code design loads. Additionally, with this type of deck construction, the ledger elements (where the framing attaches to the building wall), are susceptible to failure due to inadequate connection and deterioration if not properly installed or protected from moisture and corrosion.

Recommendations: Monitor and note changes in the ‘soft’ or ‘bouncy’ areas of the wood framed floor areas. Observe ledger support at walls for signs of stress and deterioration. Further structural evaluation of the floor system could be provided to determine if additional support or reinforcing is necessary to handle current building code design loads (Item S6 & S7)

Additionally, to reduce the likelihood of collapse during a design lateral event (wind or seismic), the floor framing should be positively anchored to the brick walls to not only prevent collapse of the floor system, but also to more effectively brace the brick masonry wall near its mid-height. To accomplish this task, significant sections of floor or ceiling finish requires removal in order to access the framing to install anchor devices fastened to framing members and masonry anchors drilled into the existing hollow masonry using screen tubes and special low-strength epoxy (Item S6)

Cost Estimate: Negligible to \$150,000

ROOF LEVEL

Description & Condition:

Item S8 – Roof Framing: The roof framing system of the original building appears to be wood framed dimensional lumber spanning between wood framed interior bearing walls and exterior masonry walls. It does not appear that a new roof structure was constructed during the most recent major renovation. Most of the roof structure was concealed by ceiling finishes and framing as well as the roof membrane. ‘Spongy’ areas were observed while on the roof and areas of standing water were observed, raising concerns of potential ponding effects if the roof deflects significantly during high rainfall events. It is our understanding that a fire impacted the building at some point in its history, and some charring was observed in the attic space where accessible. Nonetheless, the roof appeared to be well maintained and in relatively good condition considering its age. It appears to be adequate to support the loads it has experienced in its lifetime, though may become overstressed if a design load event were to occur.

Item S9 – Chimneys: In addition to the main roof framing system, two masonry chimneys were observed on the building. No significant signs of deterioration or cracking were observed and it appears that the chimneys are partially braced by the roof and floor framing. Unreinforced masonry chimneys can be problematic during seismic events due to their inherent instability and relatively high rigidity resulting in potential instability during an earthquake.

Recommendations: Monitor and note changes to ‘soft’ or ‘bouncy’ areas of roof system. Monitor areas of poor drainage and keep drains clear of debris to allow for water to vacate the roof as quickly as possible. Further structural evaluation of the roof system could be provided to determine if additional support or reinforcing is necessary to handle current building code design loads (Item S8).

Additionally, to reduce the likelihood of collapse during a design lateral event (wind or seismic) the roof framing should be positively anchored to the brick walls in conjunction with the floor system as described above. Furthermore, the roof decking may need to be refastened to the framing elements to improved diaphragm strength, in order to transfer horizontal shear forces to the shear walls (Item S8).

Masonry chimneys should also be evaluated and braced if necessary to prevent collapse during such events (Item S9).

Cost Estimate: \$150,000 to \$200,000

BEARING AND SHEAR WALLS

Description & Condition: Exterior Walls:

Item S10 – Exterior Walls: The exterior walls of the building appear to consist of unreinforced multi-wythe brick. Generally speaking, the existing condition of the brick and exposed mortared joints appears to be relatively sound but signs of age and deterioration were observed to be commonplace. It is unknown when, if ever, the masonry was last repointed, and what appears to be older mortar was ‘soft’ and deteriorating in numerous locations. It appears that some isolated areas were partially repointed with a ‘skim coat’ of cementitious and rigid mortar. This can be problematic and is not recommended due to the added rigidity and incompatibility of the mortar. One consistent area of soft mortar observed was at window sills which appeared to be of a different material. The brick at the window sills also appears to be of a different material and showed more deterioration than the brick used for the walls. Additionally, the lower 5’ of the exterior brick wall has been covered with a stucco type finish, with brick observed below grade showing signs of deterioration.

It should also be noted that the upper portions of some of the masonry walls appear to be tipping inward. Upon further investigation, we observed this orientation to be typical of all the upper parapets except at the building corners. We believe this detail was intentional and the accepted construction method of the time and should not be cause for concern.

Item S11 – Interior Walls: Interior bearing walls were concealed due to finishes at the time of the site visit. It is our understanding and assumption that wood framed bearing walls support upper floor and roof framing. No cracking in finishes were observed and it appears that the walls, as constructed, are adequately supporting the normal building loads.

Recommendations: Repointing of the brick masonry is an important periodic maintenance procedure that should occur every few decades or as necessary. It is important that the new mortar used in repointing closely match the properties of the original mortar so as to not add additional rigidity to the exterior wythe of brick (Item S10). Additionally, the exterior and interior walls should be periodically observed for signs or cracks or deterioration which may be signs of more significant structural problems (Item S10 & S11).

Cost Estimate: \$75,000 to \$100,000

STAIRS & ENTRY PORTICO

Description & Condition:

Item S12 – Exterior Stairs: At the exterior of the building, wood framed stairs were observed to provide access to the upper floor (see description below). The stairs appear to be wood framed glulam stringers, concrete treads, and wood posts and were likely added at the time of the most recent renovation. One area of concern is the post

base connection of the exterior wood framed stairs and the entry portico roof structure to the foundation. The base of the wood posts was observed to be deteriorating, likely due to the combination of lack of ‘stand-off’, pressure treatment and moisture protection. The connection of the framing elements also showed signs some signs of rust and deterioration, likely due to the high moisture levels by the pool area.

Item S13 – Entry Roof Framing: A minor roof structure at the hotel entry appears to have been added at the time of the last renovation. The roof structure is somewhat free-standing and appears to lack a lateral force resisting system. Though no signs of lateral instability were observed, it is an egress route and appears to have the potential of becoming unstable in a high wind or seismic event. Furthermore, the connection of the support framing to the foundation showed signs of deterioration, likely due to lack of pressure treated wood being used, and inadequate ‘stand-off’ and moisture protection.

Recommendations:

The stair structures and connections should monitored for further signs of deterioration and may need to be evaluated for their adequacy to support full design loads, due to the egress requirements for this area. Repair and replacement of deteriorated connections and framing should be performed and adequate moisture and rot protection should be provided (Item S12)

Repair and replacement of deteriorated connections and framing should be performed and adequate moisture and rot protection should be provided (Item S13)

Cost Estimate: \$1,000 to \$15,000

HOT SPRINGS STATE PARK
BEST WESTERN (PLAZA HOTEL)
STRUCTURAL EVALUATION PHOTOS



View of interior basement wall, typical of perimeter foundation walls, and concealed footings (Items S1 & S2).



View of typical main floor slab on grade with basement slab similar (Items S3 & S5).



View of typical site grading around building with potentially poor drainage (Item S4).



View upper floor framing exposed above dropped ceilings (Item S6).



View of upper deck framing area and egress route. (Item S7).



View roof membrane with standing water visible (Item S8).



View of roof framing with charred wood visible from past fire (Item S8).



View of larger chimney above roof structure (Item S9).



View of soft mortar joints at exterior walls (Item S10).



View exterior parapets with areas of canted wall visible (Item S10).



View of roof framing over stairs and wood post supports (Item S10).



View exterior concrete stair treads and connection to glulam wood stringers (Item S12).



View of entry post and beam structure with infill wall and windows visible (Item S13).



View of corrosion at entry post base connection (Item S13).

Best Western Hotel Building

THERMOPOLIS, WYOMING

MECHANICAL AND ELECTRICAL INVESTIGATION REPORT

November 2015

ACE JOB # 15BL4375



Facility Summary

The Best Western Building was built in 1918. The overall facility is around 19,296 square feet.

The facility houses 35 guest rooms, central lobby, small kitchen space with attached breakfast serving dining space, storage closets, central laundry facility, outdoor swimming pool and outdoor geothermal fed hot tub.

Owner:

Hot Springs State Park
Thermopolis, Wyoming

Site Inspection

A site inspection was conducted June 3rd beginning at 10 am. The inspection was conducted by ACE representatives, Todd Meling and Terry Jiracek. Maintenance manager Ray was present during a portion of our inspection.

History

The facility was built in 1918. Major mechanical and electrical modifications were made as follows:

1998: Entire building was remodeled. Fire sprinklers were added, Electrical service upgraded, all electrical wiring, lighting upgraded, fire alarm system upgraded, mechanical systems upgraded with heat pump system utilizing 80% efficient boilers and direct evaporative cooling tower.

Report Abbreviations

Throughout the report the following abbreviations are utilized for brevity to keep report length shortened

IBC: International Building Code

IMC: International Mechanical Code

IPC: International Plumbing Code

IFC: International Fire Code

NEC: National Electrical Code

NFPA: National Fire Protection Association

MLO: Main Lug Only panel board.

IECC: International Energy Conservation Code

IES: Illuminating Engineering Society

TBB: Telephone Back Board

CCTV: Closed Circuit Television

GFCI: Ground Fault Circuit Interrupting

MECHANICAL INVESTIGATION REPORT – Best Western Hotel Building

Organization of Report:

The mechanical report is organized into two sections, the first section includes mechanical infrastructure and the second section includes mechanical systems by proposed project space. The first section titled “Mechanical Infrastructure” includes the heating and cooling plants, fire suppression, domestic water service and domestic hot water heating plant, fire protection and temperature controls.

The “Mechanical Analysis – Individual Areas” sections examines the facility area by area and focuses on the specific mechanical devices serving the rooms and spaces of each building area. Throughout the report references are made to specific code sections that apply. Code abbreviations (e.g. IBC, IMC, IPC, and IFC) are used for brevity. Refer to the list of codes in the report introduction to understand each abbreviation.

Mechanical systems inspected include the following:

- Heating and cooling plant equipment.
- Air handling and ventilation systems.
- Temperature controls
- Plumbing systems including domestic water heating equipment, water and sewer.
- Fire Protection Systems

MECHANICAL ANALYSIS - INFRASTRUCTURE:

General Mechanical System Description:

The mechanical system for this facility is a water source air heat pump system. The heat pump heat sink water is cooled and heated to maintain the required heat pump loop water temperature within an acceptable range. A boiler plant and cooling tower provide the heating and cooling for the loop. These components are further defined and described within this report.

Central Heating Plants

One natural gas fired heating plant exists in the building:

1. Basement Boiler Room:

MAJOR HEATING EQUIPMENT – Table MI-1

<u>Equip</u>	B-1, B-2
<u>Input/Efficiency</u>	204.6 MBH/80%
<u>Manuf</u>	Allied Engineering
<u>Model</u>	Saturn Series Super Hot SG-270-N-E
<u>Condition</u>	Fair
<u>Approx. Age</u>	Installed 1998/17 years old
<u>Notes</u>	15-20 Year Expected Life
<u>Area Served</u>	Entire Building

Item MI001: Building Heating Plant

Description:

Includes the following Boilers: B-1, B-2

The current heat pump system heating plant system was installed in 1998. The heating plant consists of hot water boilers (with a boiler pump for each boiler) that provide heat to the central building heat pump loop. The boilers and pumps are likely not redundant. The boilers are 80% efficient, atmospheric, natural gas fired boilers. This 80% efficiency is not typical for new installations due capability for much higher efficiencies available in to low temperature heat pump systems (boilers can deliver efficiencies as high at 96% these types of systems). The boilers are nearing the estimate service life per ASHRAE's applications handbook.

Combustion air is ducted from the outside (near the pool) into the boiler room. Flue gases are ducted to the roof through B-vent.

A pair of system circulation pumps provide building heat pump circulation (with a separate set of pumps provide circulation through the remote outdoor cooling tower).

The boilers, pumps and controls appear to be in fair condition and operating satisfactorily.

The heat pump system piping appears to be well insulated and fire caked where it exits the mechanical room.

The boiler room is not outfitted with a boiler shutdown switch as required by ASME CSD-1 codes.

The facility is served by the local utility with natural gas from a meter located across the street from the hotel entry.



Utility Gas meter

Recommendation MI001A:

Add Emergency Shut Down switch in boiler room.

Budget Cost: \$7,500

Recommendation MI001B:

Replace boilers with new high efficiency boilers at the end of their recommended service life (2018) or sooner.

Budget Cost: \$40,000

Recommendation MI001C:

Replace heat pump loop circulation pumps and accessories at the end of their recommended service life (2018) or sooner.

Budget Cost: \$20,000



Boilers for Heat Pump System

Item MI002: Building Cooling System

Description:

Cooling System for Heat Pump Loop

The heat pump system cooling tower was installed in 1998. The current cooling tower is a closed circuit evaporative fluid cooler, located in a remote mechanical yard, surrounded by a fence. The fluid cooler water is pumped through a heat exchanger in the mechanical room.

The separation of the systems via the heat exchanger is to allow the fluid cooler loop to contain 50% propylene glycol for freeze protection. The cooling tower appears to be in fair condition with no visible damage from the exterior.

The cooling tower has recently had piping replaced where corrosion was creating leaks. Unfortunately the piping replacement was done with what appears to be PVC piping with solvent welded joints. This piping is not UV resistant and not capable of long term operation in a pressurized system.

A pair of system circulation pumps provide building heat pump circulation with a separate set of pumps provide circulation through the remote outdoor cooling tower. The fluid cooler loop is provided with a glycol feeder to provide make up water.

The cooling tower, pumps and controls appear to be in fair condition and operating satisfactorily.

The cooling tower appears to be an adequate distance from the building, thus preventing any potential for building occupant legionella concerns.

Recommendation MI002A:

Replace cooling tower with new at the end of its recommended service life (2018) or sooner.

Budget Cost: \$50,000

Recommendation MI002B:

Replace fluid cooler loop circulation pumps and accessories at the end of their recommended service life (2018) or sooner.

Budget Cost: \$20,000



Fluid Cooler for Heat Pump System

MI003 Piping and Valving

Description:

Heat Pump system piping throughout the facility appears to be appropriately fire caulked. Piping in the 1998 HVAC renovation was replaced and is well insulated. Domestic hot and cold-water piping throughout the boiler room of the facility is of unknown age, but probably of the same vintage (1998) and is approximately 17 years old, not labeled well and should be replaced (to extend the system's service life) insulated and labeled. Labeling allows accurate and quick determination of piping functions in emergency situations.

Recommendation MI003A:

Label all piping in facility for function and flow direction to allow quick identification of piping systems. This can help increase response time in the event of a major leak or emergency.

Budget Cost: \$5,000

Recommendation MI003A:

Insulate domestic piping for energy conservation and condensation control.

Budget Cost: \$10,000

MI004 Fire Protection

Description:

The fire water system consists of a 4" underground water service that splits to serve a 2" domestic cold water line to feed the complex, as well as a 2" fire service to serve the complex.

The entire building including hotel rooms is currently fire sprinkled. The service is only 2" piping, and may required a verification that there is adequate pressure to serve the system.

The fire department connection is located on the south side of the building

Recommendation MI004:

Have a qualified fire protection designer check pressure and piping sizes to verify code compliance.

Budget Cost: \$5,000



Item MI005 Domestic Water Service and Domestic Water Heating Plant

Description:

The water system consists of a combined 4" underground water service that splits to serve a 2" domestic cold water line to feed the complex, as well as a 2" fire service to serve the building. The combined service is difficult to access and would be hard to shut off in the event of a line break or other emergency.



Combined water/fire service through basement mechanical room wall

The domestic water heating plant Includes the following Boilers: DWH-1

The original domestic hot water boiler was replaced in 1998. The boiler is fired from natural gas. Combustion air is ducted from the outside into the boiler room (same source as boilers). Flue gases are ducted to the roof via B-vent.

The boilers, pumps and controls appear to be in fair condition and operating satisfactorily.

The piping appears to be in fair condition, but is not insulated.

The domestic water storage tank (single tank) was not visible beneath heating jacket. The tank is estimated to be 3500-4000 gallons and is assumed to be 1998 vintage.

Recommendation MI005A:

Replace existing domestic HW boiler at the end of its estimated service life (2018 or sooner).

Budget Cost: \$20,000

Recommendation MI005B:

Inspect large storage tank for corrosion and pitting via internal inspection by a qualified inspector. Replace or repair as deemed necessary.

Budget Cost: \$1,000



Domestic HW Boiler



Domestic HW Storage Tank

DOMESTIC WATER HEATING EQUIPMENT – Table MI-2

<u>Equip</u>	DWH-1
<u>Input/Efficiency</u>	399 MBH/80%
<u>Manuf</u>	AO Smith
<u>Model</u>	HW399-932
<u>Condition</u>	Fair
<u>Approx. Age</u>	1998
<u>Notes</u>	15-20 Year Expected Life
<u>Area Served</u>	Entire Building

MI006 Temperature Controls

Description:

Building Controls

The temperature control system for the building consists of independent thermostats for the rooms heat pumps and electro-mechanical controls for the heat pump loop. No DDC system is present to allow building wide monitoring.

Recommendation MI006:

It would be ideal to have all boiler, cooling tower and heat pumps monitored by the central DDC system and available to the maintenance staff via a user interface. This would allow staff to respond to failures in a timely manner and prevent disruption of services, potential freeze ups, etc.

Work consists of adding the following:

- Full DDC control for the heat pump system including the heat and cooling components (2 boilers, cooling tower and 4 pumps) along with the individual heat pumps (approximately 44 heat pumps).
- Monitoring of the domestic hot water system.

Budget Cost: \$70,000

MI007 Outdoor Air Ventilation

Description:

Outdoor Air Ventilation Systems

There is no mechanical outdoor air ventilation system. Per the IMC, each occupied space must be provided with ventilation, either mechanical or natural ventilation via operable windows or doors, etc. To meet the criteria for natural ventilation, the operable opening must be 4% of the floor area or greater. Many spaces in the complex do not meet this requirement and therefore are not in compliance with code. Non-compliance with this ventilation requirement can result in humidity damage problems, sick building syndrome and air quality complaints.

Hotel rooms in the complex appear to meet the natural ventilation requirement.

Limited ceiling space throughout the complex will make the installation of a mechanical ventilation system difficult. The design and installation of this system will require some innovative thinking.

Recommendation MI007:

A mechanical ventilation system should be installed to meet current code requirements for ventilation in spaces not meeting the natural ventilation requirements: Operable windows or doors consisting of 4% of the floor.

Budget Cost: See Costs in next section.

Mechanical Analysis for Individual Areas:

Hotel Lobby, Laundry and Service spaces:

Item M101: This area is heated and cooled with water source heat pumps located above accessible ceilings. Air from the heat pumps is distributed through sheet metal ducts located above the ceilings. Sidewall grilles and ceiling diffusers are utilized for air distribution.

The maintenance personnel have been replacing heat pumps that have failed. Many of the heat pumps have been replaced. Several have failed and not yet been replaced. This will likely be a continual job until all heat pumps are replaced. The typical estimated service life on a heat pump is 15-20 years. The heat pumps were installed in 1998 and are approximately 17 years old at the time of this report.

The ceiling space is used as a return plenum. A return plenum is not allowed to have combustible materials run in them (all materials in the plenum must meet a 25/50 flame and smoke spread rating. Materials that are not allowed include PVC piping, non-plenum rated cables (IT or power), etc.

No mechanical ventilation is provided.

It was noted that the serving kitchen does not have a 3-compartment sink. This may be required by the local code official, but can be dependent on services provided.

Recommendation M101A:

Continue to replace heat pumps as they fail. Replacement can be done proactively to allow for scheduled outages versus emergency replacements.

Budget Cost: \$7,000 per unit.

Recommendation M101B:

Pipe fresh air to heat pump returns from an outdoor source.

Budget Cost: \$500 per unit x 9 units = \$4500

Recommendation M101C:

Provide 3-compartment sink if required by local AHJ.

Budget Cost: \$1000

Hotel Rooms:

Item M102A/M102B: : This area is heated and cooled with water source heat pumps located above the showers/tubs. Air from the heat pumps is distributed through sheet metal ducts located above the ceiling. Sidewall grilles are utilized for air distribution in the rooms.

During the last remodel, the rest room configuration changed and the heat pumps are only accessible as follows:

Rooms with showers: Glass shower door, frame and shower head must be removed to open access door to heat pump. We did not inspect this type of room's heat pump due to the large amount of time and work required to access this heat pump.

Rooms with tubs: Shower head must be removed to open access door to heat pump. This type of room was inspected. It took approximately 15 minutes to obtain tools, remove shower head and arm and open access door.

The result of this inaccessibility is as follows:

1. Filters are not changed
2. Units are not frequently inspected or maintained.
3. Unit troubleshooting and maintenance is a much larger task.



Heat pump inaccessible without removing shower door and frame.



Heat pump access in rooms with tubs requires removal of shower head and arm.

The maintenance personnel have been replacing heat pumps that have failed. Many of the heat pumps have been replaced. Several have failed and not yet been replaced. This will likely be a continual job until all heat pumps are replaced. The typical estimated service life on a heat pump is 15-20 years. The heat pumps were installed in 1998 and are approximately 17 years old at the time of this report.

Item 102C: The plumbing fixtures in the hotel rooms have recently been replaced and everything is new condition. The exhaust systems appear to be operational and satisfactory

Recommendation M102A:

Continue to replace heat pumps as they fail. Replacement can be done proactively to allow for scheduled outages versus emergency replacements.

Budget Cost: \$7,000 per unit.

Recommendation M102B:

Replace or modify heat pump access doors to allow access to heat pumps without plumbing fixture modifications. This may require the addition of multiple smaller access panels or field fabricated access mechanisms.

Budget Cost: \$500 per unit.

Recommendation M102C:

No changes required

Budget Cost: N/A

Pool Heating System

Item M103: : The pool heating room is poorly ventilated and the pool boiler appears to be corroded by the chlorine fumes in the room.



Pool heater and venting

Recommendation M103A:

Replace pool boiler with high efficiency boiler including sealed combustion.

Budget Cost: \$30,000.

Recommendation M103B:

Provide 12 air changes per hour of exhaust and fresh air make up to minimize chlorine corrosion on equipment in this room.

Budget Cost: \$4,000

ELECTRICAL INVESTIGATION REPORT – Best Western Hotel Building

Organization of Report:

The electrical report is organized into sections identifying major electrical components including the power distribution system, lighting system and special systems including fire alarm. Throughout the report references are made to specific code sections that apply. Code abbreviations (e.g. NEC, NFPA and IBC) are used for brevity. Refer to the list of codes in the report introduction to understand each abbreviation.

Electrical systems inspected include the following:

- Power Distribution System & equipment.
- Lighting Systems.
- Fire Alarm System
- Wiring systems
- Special Systems including Network, Closed Circuit Television (CCTV) and broadcast cable TV

ELECTRICAL ANALYSIS - INFRASTRUCTURE:

Item EI001: Power Distribution System

Description:

The main power distribution system was upgraded from the 1918 building electrical system to a modern electrical system in 1998. The building is served at 120/208V 3-phase system via a 1200A EUSERC metering switchboard that contains a 800A main breaker for service to the building. Rocky Mountain power is the serving electrical utility for the building and they have a 300KVA transformer set in the outdoor mechanical / electrical court yard on the site to serve the switchboard. The meter for the building is located in the switchboard metering section which was locked and not accessible during inspection.

The 800A circuit breaker in switchboard feeds the MDP panel located in the basement of the building via underground feeder. The MDP is manufactured by Siemens, Type S4, surface mounted and is a MLO 800A 120/208V 3-phase panel. Panel has a build date of 4/27/1998, and was upgraded in building remodel. It contains circuit breakers for distribution of power to the branch panels located throughout the building. Breakers contained within the MDP include (1) 300A, 3-pole; (3) 150A, 3-pole and (1) 100A, 3-pole. There are spaces in the

MDP for the addition of (3) additional 100A, 3-pole breakers. Panel MDP is in proper working order and is of modern construction with no known issues.

Branch panel boards are all manufactured by Siemens and are 120/208V 3-phase MLO panels.

- Panel A is a (2) section 42 pole surface mounted, 400A panel with 16 available single pole breaker spaces for the addition of electrical loads. Panel is fed from the 300A 3-pole breaker located panel MDP.
- Panel B, C, D & E are all 42 pole, flush mounted 200A load centers. Panels C,D & E are located in the hallways of building wings, C is first floor and D, E are on second floor. Panel B is located in the storage area directly adjacent to the kitchen area on first floor. Panel B is completely full of breakers and has no additional capacity to accommodate added additional loads. Panel C has 13 spaces available for additional breakers. Panel D & E both only have 1 space available for additional loads. Panels are fed via the 150A breakers located in the MDP.
- Panel F is 24 pole, surface mounted 150A load center located in the pool pump building. Panel contains 17 spaces for additional breaker loads. Panel is fed via the 100A breaker located in the MDP.

All branch panels are of the same, 1998 vintage as the MDP. Panels all appear to be in good working electrical order. Parts/ replacement breakers are still available, so adding to panels is still possible.

Surge Suppression Device (SPD) is not present in the building which is a recommended item to help protect sensitive electronic items, computers & light fixture ballasts from electrical spikes that can be introduced to the electrical system from the utility company.

Recommendation EI001a:

Add an externally mounted SPD to panel MDP to protect entire electrical system.

Budget Cost: \$4,000 to \$6,000, dependent on sensitivity



Existing Utility transformer
tower



Existing EUSERC Switch board & cooling



Existing MDP



Typical Load Center Panel



Panel A (two Section)

EI002 Network System/ Cable TV, Phone system

Description:

Currently the phone system and satellite TV distribution system is located in the basement of the building which is common with the Electrical and Mechanical room. Cabling serving satellite TV is RG6 and phone system consists of category 5e & 3. The phone system is located on a telephone back board (TBB) that is adjacent to the MDP panel. The phone network is provided via fiber optic cable to the backboard location in the building. A main phone switch, Phone Suite 112E directs phone lines via copper 66 blocks located on the backboard to guest rooms and management spaces.

TV system for the entire building is provided by Direct TV which is routed to splitters and power injectors located on the building wall adjacent to panel A. All phone system and cable TV cabling is routed via a cable ladder from basement space to crawl space access location. Cabling, for the most part is neatly done but some splitters/ power injectors need to be mounted on the back board. The entire phone/ cable TV system is connected to a 2.2 KW Uninterruptible Power Supply (UPS) which sits on a pallet on the floor in front of the TBB. The UPS is manufactured by APS, model #2200 and appears to be in proper working order, no date of manufacturer was found on unit though it appears that unit is less than 3 years old. Many plug strips are connected to the back of the UPS for distribution of power to items located on the TBB, all available receptacles are utilized on the UPS.

The internet/ network switch is located on main floor in the office space behind reception desk. Internet consists of a cable modem, 24 port Cat 5e patch panel, wireless access point, router and a 16 port switch. All items are located on a shelf and power for the devices are connected to a small cord and plug connected UPS for back up and protection from power quality issues.

A small 8 channel CCTV Digital video recorder (DVR) is located in the office space that resides on a shelf below the network equipment. The CCTV system is manufactured by Qsee and has a total of (4) zones currently connected to the DVR with a 5th one planned in the near future. Also residing on this shelf that is common with the CCTV is the overhead sound system/ back ground music amplifier. Sound system/ music is provided via satellite radio.

All network, telephone, CCTV and sound system components are in good working order. The CCTV DVR appears to be less than 2 years old. Some work at the TTB regarding mounting of TV splitters could be performed to clean up the area better.

Recommendation EI002a:

The network, phone, TV, CCTV and sound system systems are functioning properly with no reported issues or past issues with systems.

The UPS that serves the the TBB sets on a pallet on the boiler room floor. This location works, but should water or other mechanical system fail, the location of the UPS would be compromised. The UPS should have a structure built for it to elevate the unit off the floor and out of possible damage. Also the receptacle that serves the UPS is located within 6" of the floor, this also poses a possible issue should the area flood. Receptacle should be moved to be a minimum of 18" above finish floor.

Budget Cost: \$1,000 to build floor mounted casework and move receptacle up wall.

Recommendation EI002b:

None of the phone system switches or TV distribution systems are bonded to the intersystem grounding system per code. All items need to be grounded to the intersystem bonding point which needs to be established next to the MDP panel. Also no bond was observed on the cable tray that routes all cables in basement. This tray also needs bonded.

Budget Cost: \$1,500 to \$2,500

Recommendation EI002c:

There are many plug strips connected to the back of the UPS which consist of 6 receptacle plug strip units. The plug strips should be eliminated and new data rack style power distribution units should be installed on the TBB and connected to the UPS to clean up the quantity of devices connected to the UPS and to better organize the items plugged in.

Budget Cost: \$1250 to \$1,750



UPS on pallet



TBB, phone switch and TV splitters



Plug Strips for UPS



TV distribution layout

EI003 Lighting Systems

Description:

The lighting systems for most of the commons areas of the building interior consist of hard wired, fluorescent fixtures. There are also recessed down lights in the commons area that are Edison base style for accepting of incandescent lamps, but these fixtures have been changed over to energy efficient LED lamps. Guest rooms are equipped with hard wired surface mounted fluorescent light fixtures. Bathrooms contain a wall mounted light fixture located above the mirror that is still equipped with incandescent lamps. All table mounted lamps are equipped with self ballasted compact fluorescent lamps. The basement and kitchen area contain 4' long fluorescent light fixtures that utilize T8 lamps with electronic ballasts. All interior lighting is in proper working order and is using energy efficient lamping sources (fluorescent and LED), no action items are required for this type of lighting.

Egress lighting/ exit signage

Exit signs located throughout the building interior are of varying ages, but are LED style with emergency battery packs. The upper floor stair cases also contain exit signs located under the upper canopies.

The building does not contain any emergency egress lighting to illuminate the path of egress from the commons or 2nd floor area.

The building exterior does not contain any emergency egress lighting to illuminate the path of egress to the public way.

Exterior lighting

Building exterior lighting is accomplished via wall pack light fixtures and ground mounted floods. Fixtures use 35W high pressure sodium lamps and fixtures are located around the entire building interior court yard and 2nd floor canopy/ roof support area. Building exterior outer perimeter is illuminated via ground mounted flood lights that contain 35W high pressure sodium lamps. All of the building exterior and interior court yard lighting is controlled via a 24 hour mechanical time clock and electrically held lighting contactors. The

time clock and contactors are located in the basement electrical/ mechanical room. Lighting appears to be functioning correctly and no issues were reported.

Recommendation EI003a:

Exit signs are in various states of functionality, most building interior units appear to be in working order. All 2nd floor units are aged and testing of select unit did not result in emergency function working. All exterior 2nd floor exits signs need to be replaced a few select interior units.

Budget Cost: \$250 per exit sign location replaced

Recommendation EI003b:

Add emergency egress lighting to all interior building common spaces and 2nd floor balcony area. Locate at 20' on center. Install emergency egress lighting unit at front entry from building interior. Add one lighting unit to each hallway leading from guest room suites.

Budget Cost: \$450 per egress lighting unit

Recommendation EI003c:

Add emergency egress lighting on the building exterior at locations of exterior exits and at emergency exits from court yard.

Budget Cost: \$550 per egress lighting unit

Recommendation EI003d:

Add combination exit sign/ emergency egress lighting unit in basement to provide path of egress out of basement in the event of power loss.

Budget Cost: \$400

Recommendation EI003e:

The exterior lighting runs on time clock only function. This function could be improved by integrating a photocell to allow the lighting to turn on at dusk and off at dawn to reduce energy consumption. Or the better update would be to replace the entire time clock with a astronomical unit that allows lighting control that automatically adjusts with sun rise and set while still allowing lights to operate with a owner determined offset, I.e.: 30 minutes before dusk and after dawn.

Budget Cost: Photocell only: \$1000, Astronomical time clock: \$2500



Building Mounted Light



Exterior Exit Sign



Ground mounted exterior light

EI004 Fire Alarm System

Description:

The fire alarm system consists of a modern 5 zone panel. The building contains a sprinkler system, which is monitored by the fire alarm panel and also contains a full coverage detection system via smoke detectors. The fire alarm panel is a Fire lite MS-5024 unit and is serviced by API out of Casper Wyoming. A remote annunciator for the panel is located in the corridor common with the reception desk. The unit appears to be maintained well with a written log of yearly inspections. The batteries were recently serviced and changed in November of 2014. Pull stations and notification devices are in the code required locations and are of proper height and quantity.

Recommendation EI004:

The circuit breaker serving fire alarm panel is sourced from electrical panel "A". The code requires that the breaker providing power to the fire alarm panel be clearly identified with marking, red handle/ body. The breaker handle or body of the breaker needs to be painted red.

Budget Cost: \$50 to paint breaker handle/ body



Fire Alarm Panel



Fire alarm panel location with building internet

EI005 Wiring devices

Description:

The receptacle placement throughout the building appears to be adequate to support end user function in spaces. Guest rooms have receptacles located per code, GFCI's are used where required per code. All convenience 120V receptacles are 15A devices and appear to have good plug retention.

Wall mounted light switches are located in accessible locations and all appear to be in proper working order.

The building has exterior pedestal mounted receptacles located around the perimeter of the building that are used for convenience. These devices all have in-use weather resistive covers but do not contain GFCI receptacles or weather resistant receptacles. No GFI breakers were found in the building interior panels protecting devices.

Recommendation EI005a:

The kitchen area contains 4 above counter receptacles that are located within 6' of the sink. One device is GFCI and the remaining 3 were not. All receptacles should be replaced and the three non-GFCI devices must be and are required per code to be GFCI devices.

Budget Cost: \$300

Recommendation EI005b:

The basement mechanical/ electrical room has multiple open junction boxes that require cover plates. Also a flex conduit serving the boiler nearest stair case to area has a broken flex conduit that needs repaired. Install cover plates and fix flex conduit.

Budget Cost: \$250

Recommendation EI005c:

The building exterior receptacles that are not GFCI style need to be replaced with GFCI weather resistive receptacles to provide personal protection and comply with code.

Budget Cost: \$100 each location



605 S. Adams
Laramie, WY 82070
(307) 742-5706
fax (307) 721-2119

September 29, 2015

Plan One Architects

RE: Best Western Thermopolis

We have reviewed the roof and our findings are as follows.

The existing fractured Duro-Last membrane roof should be removed completely along with the plastic slip sheet down to the original smooth surfaced built up roof.

The built up roof is placed directly on a plywood deck.

All of the existing metal cap flashing should also be removed as it is not suitable for reuse.

Install a single layer of 1.5" ISO rigid insulation and a 1/4" cover board.

Install a mechanically attached 50 mil XT Fibertite single ply roofing system.

The Rhino bond assembly should be used to eliminate excessive sheet flutter.

Install new membrane coated Fiberclad metal drip edge into the existing gutter.

Remove all construction debris and dispose of the rubbish properly.

Provide an inspection and a 20 year labor and materials warranty from the manufacturer.

The budget price for this scope of work is \$125,000.00 - \$150,000.00

Respectfully,

Jason Smallwood, President
Big Horn Roofing, Inc.



May 12, 2015

Best Western Plus Plaza Hotel
Hot Springs State Park
116 East Park Street
Thermopolis, WY 82443

I meet with Justin Bleak on May 12, 2015, from approximately noon until 1 pm to evaluate the foodservice equipment within the hotel. Justin provided an in-depth review of the facility and then I was left to review facility.

Foodservice program:

The facility offers expanded continental breakfast options that include two scrambled egg options, one rotational meat option, two “make your own” waffle stations, muffins, toast, bagels, English muffins, yogurts selection, fresh whole fruit, cereal, coffee, juice, and milk. Hours of operation are Monday through Friday from 6 am until 9 am and 6:30a until 9:30a weekends.

Breakfast meat (link sausage, patty sausage, bacon) selections are pre-cooked and reheated for service within a microwave. Scrambled eggs are carton liquid eggs that are cooked in the microwave. Prepared bagged vegetable mix incorporated in the cooking process of the eggs for the “western” options. Flavorings are added to one of the waffle selections for the non-plain option. Plates are returned to bussing cart at the open door of the kitchen.

A multi-use room designed for banquets is cross utilized for breakfast service along with lobby seating. Cookies are made available to patrons in the afternoon that are baked by non-kitchen staff.

General Observations:

The facility is in the recently updated condition in a converted residential-style space. The double serving area is with a corridor space before the banquet room. No food shields are present on hot food serving area.

Foodservice Equipment:

The equipment is residential in nature with a residential range, residential hood, two residential refrigerator/ freezers, and chest freezer. A commercial coffee brewer and under counter ware washer are incorporated within the space. Residential style millwork application along with laminate counter tops present within the kitchen area. Storage is at a premium with the confines of the existing space.

Serving Area:

Solid surface countertops atop light wood cabinetry present throughout are in good condition with minor paint chipping.

Kitchen Finishes:

Floors, walls, and ceiling to be in good repair with minor imperfections present.

Electrical/ Mechanical:

Load center appears to be a full breaker capacity. Residential range, hood, refrigerators, freezer and commercial ware washer are operational and fully functional.

Recommendations:

Organization of areas can alleviate congestion at serving lines for more inviting and enjoyable experience. Consider relocate serving lines to lobby area backing to the kitchen area. Revitalize the area with new appropriately sized seating options. Minimal soft seating and seating to be changed to mixed style with 30x30 and 30x48 tables. Serving line to include induction warmers with induction chafers and multi-color serving platforms to make more appetizing. Induction option can be utilized in other applications at non-food serving times or area could be enclosed in cabinetry to be closed off during off times. Wall coloring can add to the experience with complementing food spectrum coloring. Plate drop off to occur in a convenient area within dining/ lobby area.

These changes will help bolster the foodservice program and overall guest experience.



June 4, 2015

Dan Odasz, AIA
Plan One Architects
1001 12th Street
Cody, Wyoming 82414

Delivered via email dodasz@planone.com

**SUBJECT: Report of Asbestos and Lead-Based Paint Inspection Services
Best Western
116 East Park Street
Thermopolis, Wyoming
Tetra Tech Project No. 114-551710.100**

Dear Mr. Odasz:

On May 14, 2015, Tetra Tech conducted asbestos and lead-based paint (LBP) inspection services for the above referenced property. Based on correspondence with you prior to commencement of the project, Tetra Tech conducted inspection services for informational purposes. Details of our inspection services are provided below.

Asbestos Inspection Services

Tetra Tech completed asbestos inspection services of the above referenced building. Inspection for asbestos-containing materials (ACM) was conducted using the protocol developed for schools under the Asbestos Hazard Emergency Response Act (AHERA), as promulgated in Title 40, Code of Federal Regulations, Part 763 (40 CFR, Part 763).354. Classification of the asbestos-containing material was performed under the guidelines of the National Emission Standards for Hazardous Air Pollutants (NESHAP).

Mr. Dan Lawrence and Mr. Brent McLeod of Tetra Tech, AHERA Accredited Asbestos Inspectors collected samples of suspect ACMs. Inspector's accreditation documentation is presented in Attachment A.

The bulk samples were submitted to International Asbestos Testing Laboratories (IATL) of Mount Laurel, New Jersey for the analysis of asbestos fibers, using U.S. Environmental Protection Agency (EPA) Method 600/R4-93-116 (polarized light microscopy). A copy of the laboratory analytical report is located in Attachment B.

As indicated in the laboratory analytical report, ACM was not detected in any of the samples collected. Therefore, those materials are considered non-asbestos containing materials by both the EPA and the Wyoming Department of Environmental Quality. Approximate sample collection locations are presented on Figures 1 through 3 in Attachment C. A summary of the materials sampled from the building which were suspected to contain asbestos but were found not to contain asbestos by laboratory analyses is presented below:

- Orange peel texture and associated wallboard system located throughout entire building (B710-S3.1A, B, C, D, E, F, G)
- Mastic associated with 4-inch brown rubber cove base located in the laundry and kitchen areas (B710-M12.1A, B, C)

- Air handler sealant located in the exterior mechanical enclosure (B710-M30.1A, B, C)
- 2-foot by 4-foot ceiling panels located in the laundry area (B710-M5.1A, B, C)
- Exterior stucco façade located around building (B710-S2.1A, B, C, D, E)
- Exterior stucco located on mechanical enclosure (B710-S2.2A, B, C)
- Gravel pattern sheet vinyl flooring and associated mastic located in the kitchen area (B710-F1.1A, B, C)

Lead-Based Paint Inspection Services

Components tested during this inspection included all accessible interior and exterior components of the building. Tested painted components were cataloged based on location, specific component type, and substrate material.

The EPA and United States Department of Housing and Urban development (HUD) define a lead inspection as a surface-by-surface investigation to determine the presence of LBP. Tetra Tech generally followed the HUD LBP inspection guidelines (HUD, 1995, revised 1997 and 2000) for the purposes of this inspection. The EPA and HUD define LBP as any surface coating that contains 1.0 milligram per square centimeter or 0.5% by weight. The Occupational Safety and Health Administration (OSHA) defines LBP as any detectable concentration of lead.

Tetra Tech used field X-Ray Fluorescence (XRF) methodology to determine the presence or absence of LBP. XRF is identified as the recommended method to determine lead in paint (HUD, 1995, revised 1997 and 2000). For these inspections, Tetra Tech personnel utilized the Niton XLP, Spectrum Analyzer XRF, which automatically calculates measurable amounts of lead in paint by correcting for substrate conditions. The *XRF Performance Characteristic Sheet* for the XRF used by Tetra Tech specifies the ranges where XRF results are positive, negative, or inconclusive. The *Performance Characteristic Sheet* for this instrument is presented in Attachment D.

XRF data indicated that LBP, as defined by the EPA and OSHA, is present within the facility. A complete listing of XRF readings collected during this inspection is provided in Attachment E. Table 1 summarizes EPA defined LBP identified during this inspection. Approximate locations of LBP components are presented on Figure 4 in Attachment C.

Table 1 Summary of Lead-Based Paint Best Western 116 East Park Street Thermopolis, Wyoming		
General Location	Component and General Description	Highest Lead Concentration mg/cm²
East Side Exterior of Building	Orange Painted Electrical Conduit	2.3
mg/cm ² = milligrams per centimeter squared Reported concentrations are the highest recorded reading for individual component types Reported LBP components are based on EPA Standards		

It should be noted that while painted surfaces that tested less than 1 milligram per square centimeter are not considered LBP by EPA regulations, OSHA does not recognize a threshold limit for lead in paint. Therefore safe work practices must be utilized when any amount of detectable lead is present. Tetra Tech recommends that renovation or removal involving painted surfaces with any amount of detectable lead be conducted by a contractor who has received a

minimum of Lead in the Construction Training (commonly referred to as "Lead Awareness Training"). In addition, Tetra Tech recommends that the waste generated during the LBP stabilization or abatement project be sampled and analyzed by TCLP for proper disposal as required by 40 CFR 261.24.

Limitations

This asbestos and LBP inspection report was prepared based on information obtained during site visits, and interpretation of the laboratory analytical results. The conclusions of this report are professional opinions based solely upon visual site observations, previous inspections made by Tetra Tech, and interpretations of laboratory analyses and testing as described in our report.

This report has been prepared to provide information concerning the various types of asbestos-containing building materials and LBP which may be present in the structures at this site. It includes only those materials that were visible and accessible at the time of our inspection.

Our opinions are intended exclusively for use by Plan One Architects. The scope of services performed by Tetra Tech may not be appropriate to satisfy the needs of other users, and any use or re-use of this document, or the findings presented herein is at the sole risk of the user. Furthermore, the opinions presented herein apply to the site conditions existing at the time of our investigation. Therefore, our opinions and recommendations may not apply to future conditions that may exist at the site which we have not had the opportunity to evaluate.

It has been a pleasure assisting you with these inspection services. If you should have any questions or need any additional information please contact me in our Tetra Tech Billings, Montana office at (406) 248-9161.

Respectfully submitted,

Tetra Tech, Inc.



Roger W. Herman, Jr.
Asbestos, Lead & IH Services Manager



Brent A. McLeod
Senior Industrial Hygiene Technician



Daniel Lawrence
Project Scientist

RWH/BAM/DLL/ba

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Attachment A – Inspector's Accreditation
Attachment B – Laboratory Analytical Report
Attachment C – Figures
Attachment D – Performance Characteristics Sheet
Attachment E – XRF Results

References

Asbestos References

Code of Federal Regulations (CFR), Title 29, Part 1910.1001, Asbestos; General Industry Standard; Final Rule, August 24, 2006.

Code of Federal Regulations (CFR), Title 29, Part 1926.1101, Asbestos; Construction Industry Standard; Final Rule, August 24, 2006.

Code of Federal Regulations (CFR), Title 40, Part 763, Asbestos; Asbestos-Containing Materials in Schools; Final Rule, November 12, 1987.

Code of Federal Regulations (CFR), Title 40, Part 61, Subpart M – National Emission Standard for Asbestos; Final Rule, November 20, 1990, revised June 19, 1995.

Lead References

Code of Federal Regulations (CFR), Title 40, Part 745, Lead; Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities; Final Rule, August 29, 1996, revised January 5, 2001.

Code of Federal Regulations (CFR), Title 24 Part 35 and Title 40, Part 745, Lead; Requirements for Disclosure of Know Lead-Based Paint and/or Lead-Based Paint Hazards in Housing; Final Rule, March 6, 1996.

Housing and Community Development Act, Residential Lead-Based Paint Hazard Reduction Act, Title X, 1992.

Housing and Urban Development (HUD), *Guidelines for the Control of Lead-Based Paint Hazards in Housing*, June 1995, revised 1997 and 2000.



ATTACHMENT A

Inspector's Accreditation



TETRA TECH

complex world | **CLEAR SOLUTIONS™**

Certificate No. 150219-16

Certificate of Training

This certifies that

Daniel Lawrence

Tetra Tech, Inc.
618 South 25th Street
Billings, Montana 59101

Has successfully completed four hours of instruction for

Inspector Refresher Training

In accordance with ARM 17.74.363 and TSCA TITLE II/40 CFR 763 (AHERA)

Course Date: February 19, 2015
Certificate Expires: February 19, 2016

Course Approved By:



Montana Department of
Environmental Quality

Training Provided By:

Tetra Tech

618 South 25th Street
Billings, Montana 59101
406.248.9161

Jared Shaw - Instructor



TETRA TECH

complex world | **CLEAR SOLUTIONS™**

Certificate No. 141017-06

Certificate of Training

This certifies that

Brent McLeod

Tetra Tech
618 South 25th Street
Billings, Montana 59101

Has successfully completed four hours of instruction for

Inspector Refresher Training

In accordance with ARM 17.74.363 and TSCA TITLE II/40 CFR 763 (AHERA)

Course Date: October 17, 2014

Certificate Expires: October 17, 2015

COURSE APPROVED BY:



TRAINING PROVIDED BY:

Tetra Tech
618 South 25th Street
Billings, Montana 59101
406.248.9161

Matthew D. Shaw - Instructor



ATTACHMENT B

Laboratory Analytical Report

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629572	Description / Location:	Tan/White Sheetrock	
Client No.:	B710-S3.1A			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	5	Cellulose	93
		2	Fibrous Glass	

Lab No.:	5629572	Description / Location:	White Joint Compound	Layer No.:	2
Client No.:	B710-S3.1A				
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Lab No.:	5629572	Description / Location:	Tan/White Texture Plaster	Layer No.:	3
Client No.:	B710-S3.1A				
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

*This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA or any agency of the U.S. government
This report shall not be reproduced except in full, without written approval of the laboratory.*

Analytical Method: US EPA 600/R-93/116 by Polarized Light Microscopy, (ELAP 198.1 where applicable)

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: M. Mirza

Approved By: 

Date: 5/25/2015

Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629573	Description / Location:	Tan/White Sheetrock	
Client No.:	B710-S3.1B			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	5	Cellulose	93
		2	Fibrous Glass	

Lab No.:	5629573	Description / Location:	White Joint Compound	Layer No.:	2
Client No.:	B710-S3.1B				
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Lab No.:	5629573	Description / Location:	Tan/White Texture Plaster	Layer No.:	3
Client No.:	B710-S3.1B				
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

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Analytical Method: US EPA 600/R-93/116 by Polarized Light Microscopy, (ELAP 198.1 where applicable)

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: M. Mirza

Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629574	Description / Location:	Tan/White Sheetrock	
Client No.:	B710-S3.1C			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	5	Cellulose	93
		2	Fibrous Glass	
Lab No.:	5629574	Description / Location:	White Joint Compound	Layer No.: 2
Client No.:	B710-S3.1C			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100
Lab No.:	5629574	Description / Location:	Tan/White Texture Plaster	Layer No.: 3
Client No.:	B710-S3.1C			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

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Analysis Performed By: M. Mirza

Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629575	Description / Location:	Tan/White Sheetrock	
Client No.:	B710-S3.1D			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	5	Cellulose	93
		2	Fibrous Glass	
Lab No.:	5629575	Description / Location:	White Joint Compound	Layer No.: 2
Client No.:	B710-S3.1D			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100
Lab No.:	5629575	Description / Location:	White Texture Plaster	Layer No.: 3
Client No.:	B710-S3.1D			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

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Analysis Performed By: M. Mirza

Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629576	Description / Location:	Tan/White Sheetrock	
Client No.:	B710-S3.1E			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	5	Cellulose	93
		2	Fibrous Glass	

Lab No.:	5629576	Description / Location:	White Joint Compound	Layer No.:	2
Client No.:	B710-S3.1E				
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Lab No.:	5629576	Description / Location:	Tan/White Texture Plaster	Layer No.:	3
Client No.:	B710-S3.1E				
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

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Analysis Performed By: M. Mirza

Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629577	Description / Location:	Tan/White Sheetrock	
Client No.:	B710-S3.1F			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	5	Cellulose	93
		2	Fibrous Glass	

Lab No.:	5629577	Description / Location:	White Joint Compound	Layer No.:	2
Client No.:	B710-S3.1F				
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Lab No.:	5629577	Description / Location:	Tan/White Texture Plaster	Layer No.:	3
Client No.:	B710-S3.1F				
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

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Analysis Performed By: M. Mirza

Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629578	Description / Location:	Tan/White Sheetrock	
Client No.:	B710-S3.1G			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	5	Cellulose	93
		2	Fibrous Glass	

Lab No.:	5629578	Description / Location:	Tan/White Texture Plaster		Layer No.:	2
Client No.:	B710-S3.1G					
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>		
None Detected	None Detected	None Detected	None Detected	100		

Lab No.:	5629579	Description / Location:	Sample Not Received	
Client No.:	B710-F7.1A			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
	Sample Not Received		Sample Not Received	

Lab No.:	5629580	Description / Location:	Sample Not Received	
Client No.:	B710-F7.1B			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
	Sample Not Received		Sample Not Received	

Accreditations: **NIST-NVLAP No. 101165-0** **NY-DOH No. 11021** **AIHA-LAP, LLC No. 100188**

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Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629581	Description / Location:	Sample Not Received
Client No.:	B710-F7.1C		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
	Sample Not Received		Sample Not Received

Lab No.:	5629582	Description / Location:	Tan Mastic; A/W Cove Base
Client No.:	B710-M12.1A		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629583	Description / Location:	Tan Mastic; A/W Cove Base
Client No.:	B710-M12.1B		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629584	Description / Location:	Tan Mastic; A/W Cove Base
Client No.:	B710-M12.1C		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Accreditations:	NIST-NVLAP No. 101165-0	NY-DOH No. 11021	AIHA-LAP, LLC No. 100188
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Analytical Method:	US EPA 600/R-93/116 by Polarized Light Microscopy, (ELAP 198.1 where applicable)
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Analysis Performed By:	M. Mirza
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Date:	5/25/2015
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CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629585	Description / Location:	Black Sealant
Client No.:	B710-M30.1A		A/W Air Handler
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629586	Description / Location:	Black Sealant
Client No.:	B710-M30.1B		A/W Air Handler
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629587	Description / Location:	Black Sealant
Client No.:	B710-M30.1C		A/W Air Handler
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629588	Description / Location:	White/Tan Ceiling Tile; 2x4
Client No.:	B710-M5.1A		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	60	Cellulose
		10	Mineral Wool
			30

Accreditations: **NIST-NVLAP No. 101165-0** **NY-DOH No. 11021** **AIHA-LAP, LLC No. 100188**

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Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629589	Description / Location:	White/Tan Ceiling Tile; 2x4	
Client No.:	B710-M5.1B			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	60	Cellulose	30
		10	Mineral Wool	

Lab No.:	5629590	Description / Location:	White/Tan Ceiling Tile; 2x4	
Client No.:	B710-M5.1C			
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	60	Cellulose	30
		10	Mineral Wool	

Lab No.:	5629591	Description / Location:	Orange Stucco	
Client No.:	B710-S2.1A		Exterior	
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100

Lab No.:	5629591	Description / Location:	Grey Cementitious	Layer No.: 2
Client No.:	B710-S2.1A		Exterior	
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

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CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629592	Description / Location:	Orange Stucco
Client No.:	B710-S2.1B		Exterior
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629592	Description / Location:	Grey Cementitious	Layer No.:	2
Client No.:	B710-S2.1B		Exterior		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Lab No.:	5629593	Description / Location:	Orange Stucco
Client No.:	B710-S2.1C		Exterior
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629593	Description / Location:	Grey Cementitious	Layer No.:	2
Client No.:	B710-S2.1C		Exterior		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Accreditations: **NIST-NVLAP No. 101165-0** **NY-DOH No. 11021** **AIHA-LAP, LLC No. 100188**

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	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629594	Description / Location:	Orange Stucco
Client No.:	B710-S2.1D		Exterior
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629594	Description / Location:	Grey Cementitious	Layer No.:	2
Client No.:	B710-S2.1D		Exterior		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Lab No.:	5629595	Description / Location:	Orange Stucco
Client No.:	B710-S2.1E		Exterior
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	None Detected	None Detected
			100

Lab No.:	5629595	Description / Location:	Grey Cementitious	Layer No.:	2
Client No.:	B710-S2.1E		Exterior		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Accreditations: **NIST-NVLAP No. 101165-0** **NY-DOH No. 11021** **AIHA-LAP, LLC No. 100188**

*This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA or any agency of the U.S. government
This report shall not be reproduced except in full, without written approval of the laboratory.*

Analytical Method: US EPA 600/R-93/116 by Polarized Light Microscopy, (ELAP 198.1 where applicable)

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: M. Mirza

Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629596	Description / Location:	Tan Stucco	
Client No.:	B710-S2.2A		Exterior On Mechanical Enclosure	
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100

Lab No.:	5629597	Description / Location:	Tan Stucco	
Client No.:	B710-S2.2B		Exterior On Mechanical Enclosure	
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100

Lab No.:	5629598	Description / Location:	Tan Stucco	
Client No.:	B710-S2.2C		Exterior On Mechanical Enclosure	
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	None Detected	None Detected	100

Accreditations: **NIST-NVLAP No. 101165-0** **NY-DOH No. 11021** **AIHA-LAP, LLC No. 100188**

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This report shall not be reproduced except in full, without written approval of the laboratory.*

Analytical Method: US EPA 600/R-93/116 by Polarized Light Microscopy, (ELAP 198.1 where applicable)

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: M. Mirza

Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629599	Description / Location:	Tan/Brown Vinyl Sheet Flooring
Client No.:	B710-F1.1A		Additional Sample Received
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	10	Cellulose
		10	Synthetic
			80

Lab No.:	5629599	Description / Location:	Tan Mastic	Layer No.:	2
Client No.:	B710-F1.1A		Additional Sample Received		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Lab No.:	5629600	Description / Location:	Tan/Brown Vinyl Sheet Flooring
Client No.:	B710-F1.1B		Additional Sample Received
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>
None Detected	None Detected	10	Cellulose
		10	Synthetic
			80

Lab No.:	5629600	Description / Location:	Tan Mastic	Layer No.:	2
Client No.:	B710-F1.1B		Additional Sample Received		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

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Analytical Method: US EPA 600/R-93/116 by Polarized Light Microscopy, (ELAP 198.1 where applicable)

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: M. Mirza

Date: 5/25/2015

CERTIFICATE OF ANALYSIS

Client:	Tetra Tech	Report Date:	5/25/2015
	618 South 25th Street	Report No.:	363757
	Billings MT 59101	Project:	Plan One Architects-Best Western
		Project No.:	114-5517170

BULK SAMPLE ANALYSIS SUMMARY

Lab No.:	5629601	Description / Location:	Tan/Brown Vinyl Sheet Flooring	
Client No.:	B710-F1.1C		Additional Sample Received	
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>
None Detected	None Detected	10	Cellulose	80
		10	Synthetic	

Lab No.:	5629601	Description / Location:	Yellow Mastic	Layer No.:	2
Client No.:	B710-F1.1C		Additional Sample Received		
<u>% Asbestos</u>	<u>Type</u>	<u>% Non-Asbestos Fibrous Material</u>	<u>Type</u>	<u>% Non-Fibrous Material</u>	
None Detected	None Detected	None Detected	None Detected	100	

Accreditations: **NIST-NVLAP No. 101165-0** **NY-DOH No. 11021** **AIHA-LAP, LLC No. 100188**

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This report shall not be reproduced except in full, without written approval of the laboratory.*

Analytical Method: US EPA 600/R-93/116 by Polarized Light Microscopy, (ELAP 198.1 where applicable)

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: M. Mirza

Date: 5/25/2015

CHAIN OF CUSTODY BULK ASBESTOS SAMPLE LOG

CONTACT INFORMATION

Tetra Tech, Billings, MT

Client

Project Name: Plan One Architects – Best Western

Sample Collection Date

Project Number: 114-5517170

Primary Contact: dan.lawrence@tetrattech.com

cc: brent.mcleod@tetrattech.com

Additional Contact Name

Contact Email

PLM INSTRUCTIONS

☒ PLM EPA 600/R-93/116

☒ PLM Point Count, PC 400 Points (All samples greater than 0%, but less than 10%)

☒ Multi-Layered Samples:

☒ Analyze and Report All Separable Layers per EPA 600

☐ Report Composite for Drywall System per NESHAP (where applicable)

☐ Only Analyze specifically noted layer

☒ **Analyze Until Positive Stop:** Positive Stop by Material Type as Noted

Sampler Name(s) (Print)

Dan Lawrence Brent McLeod

Sampler Signature(s)

[Signature]

[Signature]

E-MAILED
[Signature]

Turnaround Time

10 Day

5 Day

3 Day

2 Day

1 Day

Same Day

RUSH, Results by:

☐ Assumed Materials Present (Tt Internal Use Only)

☐

☒

☐

☐

☐

Relinquished

Date/Time

5/14/15/1936

Relinquished by

Brent McLeod

Total #
Samples

27

Received

Date/Time

Received by

Sample Login:
Analysis Name:

RECEIVED
MAY 18 2015

IATL - By

Sheet 1 of 4

mm 5/25/15
Qd 5-26-15

P.O. Box 30615, Billings, MT 59107
618 South 25th Street, Billings, MT 59101
Tel 406.248.9161 Fax 406.248.9282

CHAIN OF CUSTODY
BULK ASBESTOS SAMPLE LOG

SAMPLE NUMBER	LAB NUMBER	SAMPLE DESCRIPTION AND LOCATION	NOTES
B710-S3.1A	5629572	Orange Peel Texture and Drywall System	
B710-S3.1B	5629573		
B710-S3.1C	5629574		
B710-S3.1D	5629575		
B710-S3.1E	5629576		
B710-S3.1F	5629577		
B710-S3.1G	5629578		
B710-F7.1A	5629579	Gravel Pattern Sheet Vinyl Flooring, Backing and Mastic	iATL 5629579
B710-F7.1B	5629580		iATL 5629580
B710-F7.1C	5629581		iATL 5629581
B710-M12.1A	5629582	Mastic A/W Brown Rubber Cove Base	Mastic Only

CHAIN OF CUSTODY
BULK ASBESTOS SAMPLE LOG

SAMPLE NUMBER	LAB NUMBER	SAMPLE DESCRIPTION AND LOCATION	NOTES
B710-M12.1B	5629583	Mastic A/W Brown Rubber Cove Base	
B710-M12.1C	5629584		Mastic Only
B710-M30.1A	5629585	Air Handler Sealant	
B710-M30.1B	5629586		
B710-M30.1C	5629587		
B710-M5.1A	5629588	2Foot by 4Foot Ceiling Panels	
B710-M5.1B	5629589		
B710-M5.1C	5629590		
B710-S2.1A	5629591	Exterior Orange Stucco	
B710-S2.1B	5629592		
B710-S2.1C	5629593		

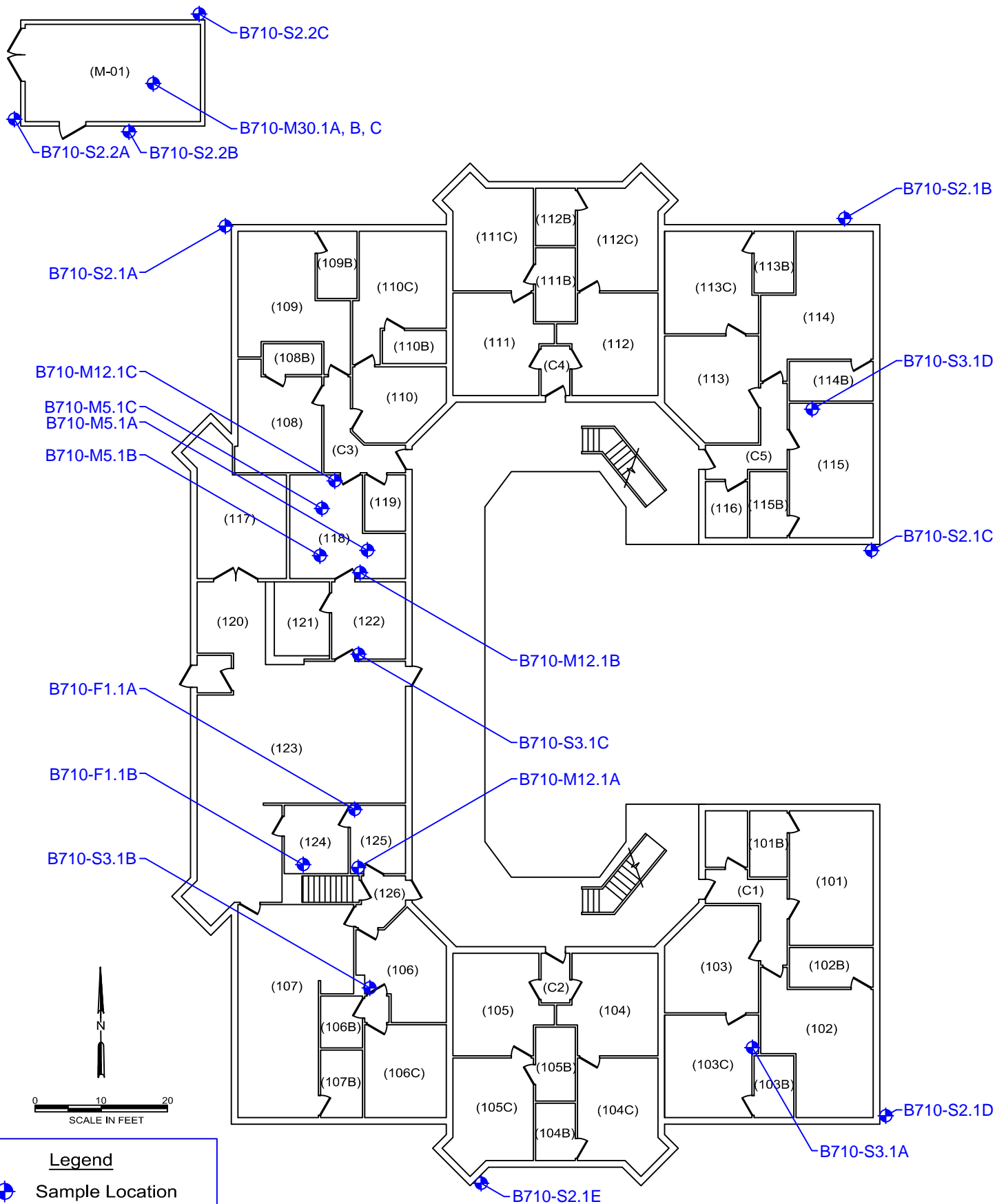
CHAIN OF CUSTODY
BULK ASBESTOS SAMPLE LOG

SAMPLE NUMBER	LAB NUMBER	SAMPLE DESCRIPTION AND LOCATION	NOTES
B710- S2.1D	5629594	Exterior Orange Stucco	
B710- S2.1E	5629595		
B710- S2.2A	5629596	Exterior Stucco on Mechanical Enclosure	
B710- S2.2B	5629597		
B710- S2.2C	5629598		
Additional	Samples Collected		
B710- P1.1 A	5629599		
B	5629600		
C	5629601		



ATTACHMENT C

Figures



Legend

 Sample Location



Asbestos Survey Services
Sample Collection Locations
Hot Springs Hotels - Best Western - First Floor
116 East Park Street
Thermopolis, Wyoming

DATE:
05/28/2015
REVIEWED:
BM
PROJ. NO.
114-551710

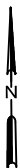
DRAWN BY:
DLL
APPROX. SCALE:
1" = 20'
FIGURE NO.
1

B710-S3.1G

B710-S3.1F

B710-F1.1C

B710-S3.1E



0 10 20
SCALE IN FEET

Legend



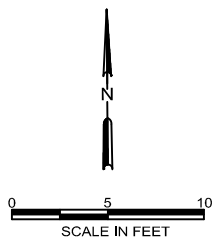
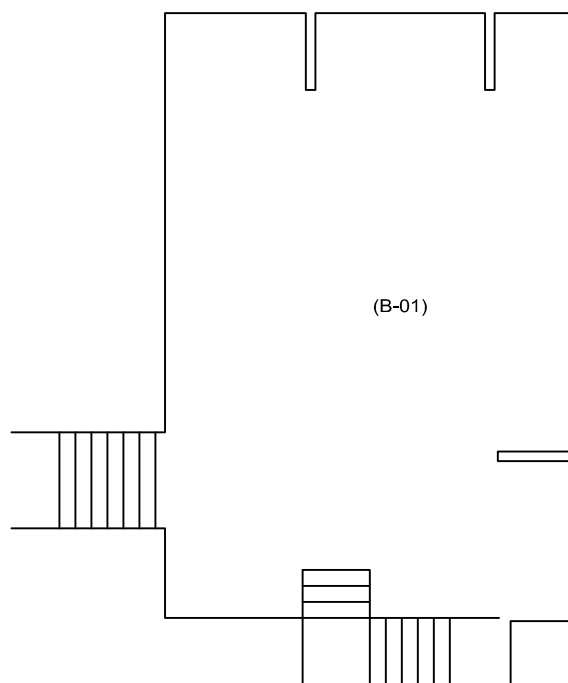
Sample Location



Asbestos Survey Services
Sample Collection Locations
Hot Springs Hotels - Best Western - Second Floor
116 East Park Street
Thermopolis, Wyoming

DATE:
05/28/2015
REVIEWED:
BM
PROJ. NO.
114-551710

DRAWN BY:
DLL
APPROX. SCALE:
1" = 20'
FIGURE NO.
2



Legend

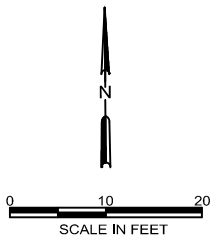
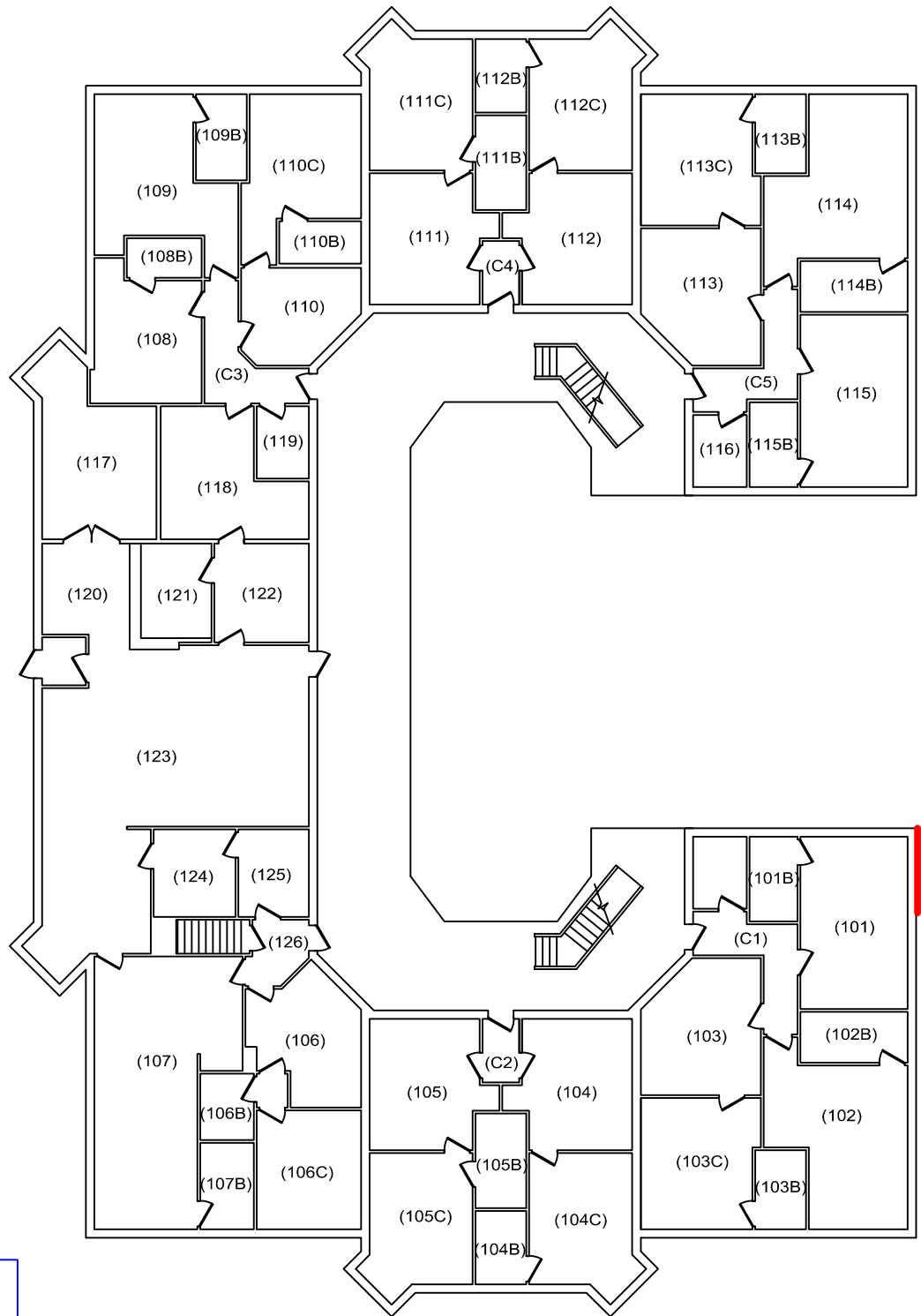
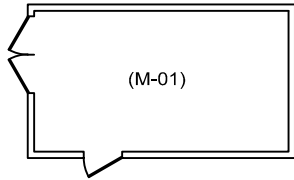
 Sample Location



Asbestos Survey Services
Sample Collection Locations
Hot Springs Hotels - Best Western - Basement
116 East Park Street
Thermopolis, Wyoming

DATE:
05/28/2015
REVIEWED:
BM
PROJ. NO.
114-551710

DRAWN BY:
DLL
APPROX. SCALE:
1" = 10'
FIGURE NO.
3



Legend

 LBP on Conduit



Lead Based Paint Survey Services
LBP Component Location
Hot Springs Hotels - Best Western - First Floor
116 East Park Street
Thermopolis, Wyoming

DATE:
05/28/2015
REVIEWED:
BM
PROJ. NO.
114-551710

DRAWN BY:
DLL
APPROX. SCALE:
1" = 20'
FIGURE NO.
4



ATTACHMENT D

Performance Characteristics Sheet

Performance Characteristic Sheet

EFFECTIVE DATE: September 24, 2004

EDITION NO.: 1

MANUFACTURER AND MODEL:

Make: *Niton LLC*Tested Model: *XLp 300*Source: ^{109}Cd

Note: This PCS is also applicable to the equivalent model variations indicated below, for the Lead-in-Paint K+L variable reading time mode, in the XLi and XLp series:

XLi 300A, XLi 301A, XLi 302A and XLi 303A.

XLp 300A, XLp 301A, XLp 302A and XLp 303A.

XLi 700A, XLi 701A, XLi 702A and XLi 703A.

XLp 700A, XLp 701A, XLp 702A, and XLp 703A.

Note: The XLi and XLp versions refer to the shape of the handle part of the instrument. The differences in the model numbers reflect other modes available, in addition to Lead-in-Paint modes. The manufacturer states that specifications for these instruments are identical for the source, detector, and detector electronics relative to the Lead-in-Paint mode.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Lead-in-Paint K+L variable reading time mode.

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm² (inclusive)

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION:

For XRF results using Lead-in-Paint K+L variable reading time mode, substrate correction is not needed for:

Brick, Concrete, Drywall, Metal, Plaster, and Wood

INCONCLUSIVE RANGE OR THRESHOLD:

K+L MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted in August 2004 on 133 testing combinations. The instruments that were used to perform the testing had new sources; one instrument's was installed in November 2003 with 40 mCi initial strength, and the other's was installed June 2004 with 40 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Substrate correction is not needed for brick, concrete, drywall, metal, plaster or wood when using Lead-in-Paint K+L variable reading time mode, the normal operating mode for these instruments. If substrate correction is desired, refer to Chapter 7 of the HUD Guidelines for guidance on correcting XRF results for substrate bias.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use the K+L variable time mode readings.

Conduct XRF retesting at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

For the Lead-in-Paint K+L variable reading time mode, the instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the reading is complete. The following table provides testing time information for this testing mode. The times have been adjusted for source decay, normalized to the initial source strengths as noted above. Source strength and type of substrate will affect actual testing times. At the time of testing, the instruments had source strengths of 26.6 and 36.6 mCi.

Testing Times Using K+L Reading Mode (Seconds)						
	All Data			Median for laboratory-measured lead levels (mg/cm ²)		
Substrate	25 th Percentile	Median	75 th Percentile	Pb < 0.25	0.25 ≤ Pb < 1.0	1.0 ≤ Pb
Wood Drywall	4	11	19	11	15	11
Metal	4	12	18	9	12	14
Brick Concrete Plaster	8	16	22	15	18	16

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than or equal to the threshold, and negative if they are less than the threshold.

DOCUMENTATION:

A document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.



ATTACHMENT E

XRF Results

EXPLANATION OF XRF TEST HEADINGS

The Niton XLp 300 XRF is capable of detecting lead concentrations of less than 1.0 mg/cm² through multiple layers of paint. The Niton Corporation indicates accuracy of the Niton XLp 300 XRF to be plus or minus 0.15 mg/cm² for surface lead; plus or minus 0.2 mg/cm² for buried lead; and plus or minus 0.3 mg/cm² for deeply buried lead, for all substrates at a 95% confidence level. The Niton XLp 300 displays readings and ancillary information useful for classification purposes. An algorithm indicated by the HUD/EPA-issued *XRF Performance Characteristic Sheet* for classifying results is first applied to 20-second L-shell readings followed by 120-second nominal K-shell readings to resolve inconclusive results and then paint chip samples are to be collected if necessary. The *Performance Characteristic Sheet* for the Niton XLp 300 XRF is located in Appendix C.

The **Reading No.** Heading refers to the XRF numbering assignment for the reading being collected.

The **Site** refers to the general area tested.

The **Structure** describes the item or surface being tested within the site such as certain headers.

The **Feature** further describes the item or surface being tested, headers, header pipes, or floors etc...

The **Substrate** heading tells what the painted structure or feature tested is made of.

The **PbL Avg (mg/cm²)** is the XRF measurement of the concentration (milligrams) of lead per square centimeter (cm²) of a painted surface. According to the HUD Guidelines, the level of lead in paint or other coating which materially endangers the health of children by producing a substantial and serious danger of lead poisoning is a measurement of 1.0 mg/cm² or greater as measured by X-Ray Florescence (XRF).

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
429			CALIBRATE			BEST WESTERN INN	BM_DL			Negative	< LOD
430			CALIBRATE			BEST WESTERN INN	BM_DL			Positive	1.5
431			CALIBRATE			BEST WESTERN INN	BM_DL			Negative	0.9
432			CALIBRATE			BEST WESTERN INN	BM_DL			Positive	2
433	WALL	DRYWALL	A	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	VENDING /	Negative	< LOD
434	WINDOW	WOOD	A	FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	VENDING /	Negative	< LOD
435	WINDOW SILL	WOOD	A	FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	VENDING /	Negative	< LOD
436	DOOR	WOOD	A	FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	VENDING /	Negative	< LOD
437	DOOR CASING	WOOD	A	FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	VENDING /	Negative	< LOD
438	WALL	DRYWALL	A	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
439	CEILING	DRYWALL	A	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
440	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C2	Null	< LOD
441	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
442	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
443	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
444	DOOR CASING	WOOD	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
445	DOOR CASING	WOOD	C	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
446	DOOR CASING	WOOD	B	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
447	CEILING	DRYWALL		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
448	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
449	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
450	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
451	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
452	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
453	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
454	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
455	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Null	< LOD
456	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
457	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
458	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
459	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
460	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD
461	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	103	Negative	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
462	WALL	DRYWALL	C	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
463	WALL	DRYWALL	C	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
464	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
465	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
466	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
467	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C2	Negative	< LOD
468	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
469	WALL	DRYWALL	C	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
470	WALL	DRYWALL	B	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
471	CEILING	DRYWALL		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
472	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
473	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Null	< LOD
474	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
475	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
476	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
477	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
478	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
479	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
480	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Null	< LOD
481	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
482	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
483	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
484	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
485	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
486	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	105	Negative	< LOD
487	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
488	WALL	DRYWALL	C	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
489	WALL	DRYWALL	D	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
490	CEILING	DRYWALL		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
491	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
492	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
493	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
494	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
495	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
496	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Null	< LOD
497	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
498	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
499	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
500	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
501	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
502	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
503	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
504	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
505	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	106	Negative	< LOD
506	WALL	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	119	Negative	< LOD
507	WALL	DRYWALL	B	FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	119	Negative	< LOD
508	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	119	Negative	< LOD
509	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	119	Negative	< LOD
510	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	119	Negative	< LOD
511	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	119	Negative	< LOD
512	WALL	DRYWALL	A	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C3	Negative	< LOD
513	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C3	Null	< LOD
514	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C3	Negative	< LOD
515	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C3	Negative	< LOD
516	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C3	Negative	< LOD
517	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C3	Negative	< LOD
518	WALL	DRYWALL	C	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
519	WALL	DRYWALL	C	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
520	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
521	WALL	DRYWALL	A	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
522	CEILING	DRYWALL		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
523	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
524	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
525	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
526	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
527	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
528	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
529	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
530	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
531	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
532	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
533	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
534	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	109	Null	< LOD
535	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
536	WALL	DRYWALL	B	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
537	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
538	WINDOW	WOOD		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
539	WINDOW	WOOD		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
540	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
541	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
542	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
543	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
544	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
545	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
546	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
547	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
548	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
549	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Null	< LOD
550	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	109	Negative	< LOD
551	WALL	DRYWALL	A	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	C6	Negative	< LOD
552	TRIM	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C6	Negative	< LOD
553	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C6	Negative	< LOD
554	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	C6	Negative	< LOD
555	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
556	WALL	DRYWALL	D	FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
557	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
558	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
559	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
560	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
561	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
562	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
563	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
564	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
565	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
566	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	201	Negative	< LOD
567	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
568	WALL	DRYWALL	C	FAIR	BEIGE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
569	WALL	DRYWALL	B	FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
570	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
571	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
572	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
573	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
574	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
575	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
576	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
577	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
578	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
579	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
580	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
581	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
582	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
583	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	205	Negative	< LOD
584	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
585	WALL	DRYWALL	B	FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
586	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
587	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Null	< LOD
588	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
589	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
590	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
591	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Null	< LOD
592	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
593	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
594	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
595	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
596	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
597	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
598	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
599	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
600	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	217	Negative	< LOD
601	WALL	DRYWALL	A	FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	C13	Negative	< LOD
602	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	C13	Negative	< LOD
603	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	C13	Negative	< LOD
604	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	C13	Negative	< LOD
605	WALL	DRYWALL	A	FAIR	BEIGE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
606	WALL	DRYWALL	B	FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
607	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	223	Null	< LOD
608	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
609	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
610	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
611	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
612	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
613	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
614	WINDOW TROUGH	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
615	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
616	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
617	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
618	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
619	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	SECOND	223	Negative	< LOD
620	WALL	DRYWALL	A	FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	125	Negative	< LOD
621	CEILING	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	125	Negative	< LOD
622	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	125	Negative	< LOD
623	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	125	Negative	< LOD
624	WALL	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	124	Negative	< LOD
625	CEILING	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	124	Null	< LOD
626	CEILING	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	124	Negative	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
627	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	124	Negative	< LOD
628	CABINET	WOOD		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	124	Negative	< LOD
629	CABINET	WOOD		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	124	Negative	< LOD
630	WALL	DRYWALL	D	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
631	WALL	DRYWALL	C	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
632	CEILING	DRYWALL	C	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
633	WAINSCOAT	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
634	WAINSCOAT	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
635	WAINSCOAT	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
636	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
637	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
638	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
639	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
640	DOOR CASING	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
641	WALL	WOOD		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
642	WALL	DRYWALL	B	FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
643	TRIM	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
644	DOOR	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
645	DOOR CASING	DRYWALL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
646	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
647	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
648	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
649	CEILING	DRYWALL		FAIR	BLUE	BEST WESTERN INN	BM_DL	FIRST	117	Negative	< LOD
650	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
651	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
652	WINDOW	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
653	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
654	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Null	< LOD
655	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Null	< LOD
656	WINDOW SILL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
657	WALL	STUCCO		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
658	WALL	STUCCO		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
659	WALL	STUCCO		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Null	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
660	WALL	STUCCO		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
661	WALL	STUCCO		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Null	< LOD
662	WALL	STUCCO		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
663	WINDOW	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
664	WINDOW	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
665	CONDUIT	METAL		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Positive	2.3
666	CONDUIT	METAL		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Positive	2.1
667	FENCE	METAL		FAIR	BLACK	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
668	FENCE	METAL		FAIR	BLACK	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
669	FENCE	METAL		FAIR	BLACK	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
670	FENCE	METAL		FAIR	BLACK	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
671	WINDOW	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
672	WINDOW	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
673	MECHANICAL ENCL	STUCCO		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	M-01	Negative	< LOD
674	MECHANICAL ENCL	STUCCO		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	M-01	Null	< LOD
675	MECHANICAL ENCL	STUCCO		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	M-01	Null	< LOD
676	MECHANICAL ENCL	STUCCO		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	M-01	Negative	< LOD
677	MECHANICAL ENCL	STUCCO		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	M-01	Negative	< LOD
678	LADDER	STUCCO		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
679	LADDER	STUCCO		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
680	LADDER	STUCCO		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
681	GAS LINE	METAL		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
682	GAS LINE	METAL		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
683	GAS LINE	METAL		FAIR	ORANGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
684	GAS LINE	METAL		FAIR	YELLOW	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
685	GAS LINE	METAL		FAIR	YELLOW	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
686	BASEMENT ACCESS	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
687	BASEMENT ACCESS	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
688	BASEMENT ACCESS	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
689	BEAMS	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
690	BEAMS	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
691	BEAMS	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
692	DOWNSPOT	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
693	DOWNSPOT	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
694	DOWNSPOT	METAL		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
695	BRICKWALL CAPS	CONCRETE		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
696	BRICKWALL CAPS	CONCRETE		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
697	BRICKWALL CAPS	CONCRETE		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
698	DOOR	WOOD		FAIR	CLEAR STAIN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
699	DOOR	WOOD		FAIR	CLEAR STAIN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
700	DOOR	WOOD		FAIR	CLEAR STAIN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
701	ENTRY WAY	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
702	ENTRY WAY	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
703	ENTRY WAY	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
704	ENTRY WAY	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
705	WINDOW	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
706	WINDOW	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
707	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
708	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
709	DOOR	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
710	DOOR CASING	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
711	DOOR CASING	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
712	DOOR CASING	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
713	STAIRWELL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
714	STAIRWELL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
715	STAIRWELL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
716	DOWNSPOUT,	METAL		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
717	DOWNSPOUT,	METAL		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
718	DOWNSPOUT,	METAL		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
719	SOFFIT	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
720	SOFFIT	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
721	SOFFIT	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Null	< LOD
722	SOFFIT	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
723	BEAMS	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
724	BEAMS	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
725	BEAMS	WOOD		FAIR	BROWN	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD

No	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Room	Results	Lbp
726	HANDRAIL	METAL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
727	HANDRAIL	METAL		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Null	< LOD
728	HANDRAIL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
729	HANDRAIL	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
730	GAS LINE	WOOD		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
731	GAS LINE	WOOD		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Null	< LOD
732	GAS LINE	WOOD		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
733	GAS LINE	WOOD		FAIR	BEIGE	BEST WESTERN INN	BM_DL	FIRST	EXTERIOR	Negative	< LOD
734	FLOOR	WOOD		FAIR	CLEAR STAIN	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
735	FLOOR	WOOD		FAIR	CLEAR STAIN	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
736	FLOOR	WOOD		FAIR	CLEAR STAIN	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
737	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
738	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
739	TRIM	WOOD		FAIR	WHITE	BEST WESTERN INN	BM_DL	FIRST	123/120	Negative	< LOD
740			CALIBRATE			BEST WESTERN INN	BM_DL			Null	< LOD
741			CALIBRATE			BEST WESTERN INN	BM_DL			Negative	< LOD
742			CALIBRATE			BEST WESTERN INN	BM_DL			Negative	0.9
743			CALIBRATE			BEST WESTERN INN	BM_DL			Positive	1.4



308 Moore Lane ~ Billings, MT 59101
Ph: 406-245-5175 / Fax: 406-248-5477
Toll Free: 800-334-2470

Plan One Architects

Dan Odasz

1001 12th St.

Cody, WY 82414

Mr Odasz,

Thank you for giving Watco the opportunity for the "on site" evaluation of the Best Western plus and Days Inn in Thermopolis, WY. The information in our assessment reflects on the equipment and physical conditions of both pools and spas at both facilities. Watco has observed the following:

Best Western Plus

Visual Observation: Pool and Spa

The outdoor pool and spa visually is in very good condition . All Wyoming state pool & spa regulations seem to be met. Federal codes for ADA compliance were not met as there are no ADA lifts available for the pool. This will be discrimination issue should a handicap individual want to use the pool or spa. Watco advise to consult your insurance carrier.

Physical Observations: Pool Equipment

The pool equipment is up to date and need no future upgrades at this time.

Heater: Mastertemp 250K heater (purchased 2010).

Pool circulation pump: the .75 HP Whisperflow pump (installed 2013).

Pool filter: The Pentair Triton 100 filter is fairly new and needs no upgrades. Sand and lateral change for a seasonal filter should be completed when the sand is smooth to the touch. The laterals should be changed when sand is noticed in the pool.

Chlorinator: The Chlorinator is in good shape and parts of the chlorination parts are available.

Multiport Valve: the Multiport valve is in good working order and observed no leaks around the valve.

Chemical automation: Chemtrol CAT 200 model is current and probes need to be changed every 3 to 5 years.



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ADAlifts: 1. This is a federal requirement for all bodies of water and not in the state regulations. Federal law supercedes state requirements. The spa currently has a lift and the pool will require an ADA lift.

In summation, the following will need upgraded in the future:

Repairs in the future: Normal wear and tear items

Immediate requirement :

ADA lifts for the pool. The federal law went into effect in March 2011. Updating the entrance to the pool and spa for ADA standards is not in my report. An ADA lift is approximately \$3150.00/lift (labor excluded).

Sincerely:

Rick Cabrera
Operations Manager
Watco Pools



Project: HSSP Best Western

Project No: 1521

Project Phase: Building Survey

Documents Dated: 11.1.15

PROJECTED CONCEPTUAL COST ESTIMATE		
CONSTRUCTION COSTS:		
<i>General Conditions</i>	\$	25,000.00
<i>Architectural</i>	\$	267,000.00
<i>Structural</i>	\$	500,000.00
<i>Mechanical</i>	\$	557,500.00
<i>Electrical</i>	\$	33,000.00
<i>Kitchen Equipment</i>	\$	10,000.00
<i>Asbestos Abatement</i>	\$	67,260.00
<i>Pool</i>	\$	3,150.00
Subtotal Construction Costs	\$	1,382,500.00
7% General Contractors Overhead and Profit	\$	96,775.00
Total Construction Costs	\$	1,479,275.00
PROJECT SOFT COSTS:		
Architectural/ Engineering Services 9%	\$	133,134.75
Testing and Inspections	\$	12,000.00
Total Projected Renovation Cost:	\$	1,624,409.75



Project: HSSP Best Western
Project No: 1521
Project Phase: Building Survey
Documents Dated: 11.1.15

Project Cost Estimate

	Quantity	Pricing Unit	Unit Price	Total Cost
Division 1 - General Conditions				
Mobilization	1	Is	\$ 5,000.00	\$ 5,000.00
Supervision	5	months	\$ 4,000.00	\$ 20,000.00
Total General Conditions				\$ 25,000.00

Architectural				
A001 Site Accessibility	1	Is	\$ 2,000.00	\$ 2,000.00
A002 Exterior Site accessibility - Building Entries	1	Is	\$ -	\$ -
A003 Interior Building accessibility	1	Is	\$ 10,000.00	\$ 10,000.00
A005 Exterior Building Envelope & Materials	1	Is	\$ 20,000.00	\$ 20,000.00
A006 Exterior Windows	1	Is	\$ 25,000.00	\$ 25,000.00
A007 Exterior Building Doors & Storefront Systems	1	Is	\$ -	\$ -
A008 Roof – Single ply Membrane (see roofing estimate)	1	Is	\$ 150,000.00	\$ 150,000.00
A009 Interior Building Accessibility	1	Is	\$ 25,000.00	\$ 25,000.00
A010 Interior Finishes	1	Is	\$ 25,000.00	\$ 25,000.00
A010 Stairwell structural (see structural estimate)	1	Is	\$ -	\$ -
A011 Vertical Transportation	1	Is	\$ 10,000.00	\$ 10,000.00
Total Architectural				\$ 267,000.00

Structural				
S1, S2, S3 & S4 Foundations, Footings, Basement Slab & S	1	Is	\$ 10,000.00	\$ 10,000.00
S5 Main Floor Level & Slab	1	Is	\$ 25,000.00	\$ 25,000.00
S6 & S7 Upper Floor/Deck Framing	1	Is	\$ 150,000.00	\$ 150,000.00
S8 & S9 Roof Level Framing and Masonry Chimneys	1	Is	\$ 200,000.00	\$ 200,000.00
S10 & S11 Bearing and Shear Walls	1	Is	\$ 100,000.00	\$ 100,000.00
S12 & S13 Stairs and Entry Portico/Roof Framing	1	Is	\$ 15,000.00	\$ 15,000.00
Total Structural				\$ 500,000.00



Project: HSSP Best Western
Project No: 1521
Project Phase: Building Survey
Documents Dated: 11.1.15

Project Cost Estimate

	Quantity	Pricing Unit	Unit Price	Total Cost
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Mechanical

MI001 Building Heating Plant	1	ls	\$ -	\$ -
MI001a Emergency Shut Down Switch	1	ls	\$ 7,500.00	\$ 7,500.00
MI001b Replace Boilers	1	ls	\$ 40,000.00	\$ 40,000.00
MI001c Replace circulation pumps	1	ls	\$ 20,000.00	\$ 20,000.00
MI002a Cooling Tower Replacement	1	ls	\$ 50,000.00	\$ 50,000.00
MI002b Replace circulation pumps	1	ls	\$ 20,000.00	\$ 20,000.00
MI003a Label all piping	1	ls	\$ 5,000.00	\$ 5,000.00
MI003b Insulate piping	1	ls	\$ 10,000.00	\$ 10,000.00
MI004 Fire Protection	1	ls	\$ 5,000.00	\$ 5,000.00
MI005 Domestic Water Service & Domestic Water Heating	1	ls	\$ -	\$ -
MI005a Replace Domestic Water Boiler	1	ls	\$ 20,000.00	\$ 20,000.00
MI005b Inspect, repair HW Storage Tank	1	ls	\$ 1,000.00	\$ 1,000.00
MI006 Temperature Controls Upgrade	1	ls	\$ 70,000.00	\$ 70,000.00
MI007 Outdoor Air Ventilation System (see M101)	1	ls	\$ -	\$ -
M101 Hotel Laundry and Service Space	1	ls	\$ -	\$ -
M101a Replace heat pumps	1	ls	\$ 7,000.00	\$ 7,000.00
M101b Fresh Air Supply to Heat Pump Returns	9	ea	\$ 500.00	\$ 4,500.00
M101c Provide 3 Compartment Sink	1	ls	\$ 1,000.00	\$ 1,000.00
M102a Replace Heat Pumps	35	ea	\$ 7,000.00	\$ 245,000.00
M102b Heat Pump Access Doors	35	ea	\$ 500.00	\$ 17,500.00
M103a & b Pool Heating System Room Ventilation	1	ls	\$ 34,000.00	\$ 34,000.00
Total Mechanical				\$ 557,500.00

Electrical

E001 Power Distribution System	1	ls	\$ 6,000.00	\$ 6,000.00
E1002a Network Gear Upgrade	1	ls	\$ 1,000.00	\$ 1,000.00
E1002b Bonding of Communications systems	1	ls	\$ 2,500.00	\$ 2,500.00
E1002c Electrical for Network Systems	1	ls	\$ 1,750.00	\$ 1,750.00
E1003a Replace Exit Signage	20	ea	\$ 250.00	\$ 5,000.00
E1003b Egress Lighting Systems Upgrade	20	ea	\$ 450.00	\$ 9,000.00
E1003c Exterior Egress Lighting Systems Upgrade	5	ea	\$ 550.00	\$ 2,750.00
E1003d Egress Lighting Addition	1	ls	\$ 400.00	\$ 400.00
E1003e Replace Exterior Lighting Controls	1	ls	\$ 3,000.00	\$ 3,000.00
E1004 Fire Alarm System	1	ls	\$ 100.00	\$ 100.00
E1005 Wiring Devices	1	ls	\$ 1,500.00	\$ 1,500.00
Total Electrical				\$ 33,000.00



Project: HSSP Best Western
Project No: 1521
Project Phase: Building Survey
Documents Dated: 11.1.15

Project Cost Estimate

	Quantity	Pricing Unit	Unit Price	Total Cost
<i>Kitchen Equipment</i>				
Kitchen Renovation	1	ls	\$ 10,000.00	\$ 10,000.00
Total Kitchen Equipment				
				\$ 10,000.00

<i>Asbestos Abatement</i>				
F1 Demolition	1	ls	\$ 7,500.00	\$ 7,500.00
F2 Shower remodel	664	sf	\$ 90.00	\$ 59,760.00
Total Abatement				
				\$ 67,260.00

<i>Pool</i>				
P1 ADA Lift	1	ls	\$ 3,150.00	\$ 3,150.00
Total Pool				
				\$ 3,150.00