

**VISITOR SERVICES AGREEMENT – AMENDMENT #6**  
(Ft. Zachary Taylor Historic State Park)

**THIS AMENDMENT #6 TO VISITOR SERVICES AGREEMENT** (“Amendment #6”) is entered into between the State of Florida Department of Environmental Protection (“Department”), an agency of the State of Florida, by and through its Division of Recreation and Parks (“Division”), and Cayo Hueso Company d/b/a Fort Zachary Taylor Visitor Services, a Florida Corporation (“Visitor Service Provider”).

**RECITALS**

**WHEREAS**, on or about May 02, 2005, the Department and Visitor Service Provider entered into a Visitor Services Agreement (DEP VSA No. R-0905) (the “Visitor Services Agreement”).

**WHEREAS**, pursuant to the Visitor Services Agreement, the Visitor Service Provider agreed to provide visitor services within the boundaries of Ft. Zachary Taylor Historic State Park (the “Park”).

**WHEREAS**, the Visitor Services Agreement was modified in the following Visitor Services Agreement Amendments, (collectively, known as the “Amendments”):

Document Title	Document Date	Short Reference
Visitor Services Agreement - Amendment #1	dated 11/28/2005	(“Amendment #1”); and
Visitor Services Agreement - Amendment #2	dated 12/09/2005	(“Amendment #2”); and
Visitor Services Agreement - Amendment #3	dated 06/23/2006	(“Amendment #3”); and
Visitor Services Agreement - Amendment #4	dated 11/07/2006	(“Amendment #4”); and
Visitor Services Agreement - Amendment #5	dated 03/31/2009	(“Amendment #5)

**WHEREAS**, the Visitor Services Agreement, as modified by the Amendments, and all exhibits/attachments referenced therein (collectively, the “Visitor Services Agreement”) is incorporated herein by reference.

**WHEREAS**, pursuant to the terms of the Visitor Services Agreement and as modified by the Amendments, the Visitor Service Provider was authorized and required by the Division Director or designee to make certain Capital Improvements within Park, as more fully described therein.

**NOW, THEREFORE**, the parties hereby mutually agree as follows:

1. Recitals:

The Recitals are true and correct and are incorporated herein by reference.

2. Modifications to the Visitor Services Agreement:

2.1 The Visitor Services Agreement is amended as follows:

- a. The Department and the Visitor Service Provider confirms completion of all Capital Improvements required pursuant to the terms within the Visitor Services Agreement and Amendments thereto.
- b. Additionally, the Capital Improvements performed and completed includes the following:
  - i. Installation of 880 feet of conduit for the electrical system;
  - ii. Installation of a Cummings Engine Company, Inc., 50 Kilowatt Generator, Family 5CEXL0239AAG, Engine Model 4BTA3.9-G5, Engine Serial Number 46559092;
  - iii. Implementation of service upgrades to the electrical and sewer systems and;
  - iv. Construction of a 20 foot by 12 foot building to house the 50 Kilowatt Generator.

2.2. All Capital Improvements required pursuant to the terms within the Visitor Services Agreement and Amendments thereto, including the additional Capital Improvements stated above herein, are complete at the sole cost and expense to the Visitor Service Provider, and are now the sole property of the Department.

3. Ratification:

Except as modified by this Amendment #6, the Visitor Services Agreement remains in full force and effect and is hereby ratified and confirmed. This Amendment #6 shall be attached to the original Visitor Services Agreement. In the event of a conflict between the Visitor Services Agreement and this Amendment #6, this Amendment #6 shall control. Henceforth, the term "Visitor Services Agreement" shall collectively mean the Visitor Services Agreement, as amended by this Amendment #6.

4. Merger:

The Visitor Services Agreement constitutes the entire agreement between the parties with respect to the Visitor Service Provider's services at or within the Park, and integrates all understandings and agreements between the parties, whether oral or written, with respect thereto. The Visitor Services Agreement supersedes any prior agreement regarding the Visitor Service Provider's services at or within the Park and may not be modified except by written instrument signed by both the Department and the Visitor Service Provider.

5. Execution in Counterparts:

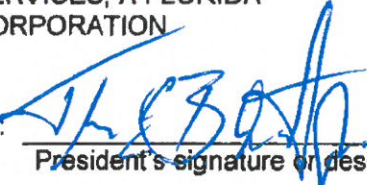
This Amendment #6 may be executed in two identical counterparts, each of which shall be deemed an original. The two, executed, identical counterparts shall constitute this Amendment #6. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Any party transmitting an

electronic signature shall provide the inked original thereof to the receiving party, at the receiving party's request.

WHEREFORE, the parties hereto have caused this Amendment #6 to be executed as of the day and year last set forth below.

CAYO HUESO COMPANY D/B/A  
FORT ZACHARY TAYLOR VISITOR  
SERVICES, A FLORIDA  
CORPORATION

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By:   
\_\_\_\_\_  
President's signature or designee

By:   
\_\_\_\_\_  
Secretary's signature or designee

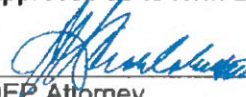
Printed Name: THOMAS E. BLOUNT, JR.  
Title: President

Printed Name: Jonathan P. Steverson  
Title: Secretary  
Division of Recreation and Parks

Date: 3-3-16

Date: 3-18-16

Approved as to form and legality:

 3/2/2016  
DEP Attorney