

MULTI-YEAR CONCESSION AGREEMENT AMENDMENT #2

This Multi-Year Concession Agreement as entered into on the 5th day of August, 2011, and amended November 29, 2011, between the State of Florida Department of Environmental Protection ("Department"), a state agency, through its Division of Recreation and Parks ("Division"), and Advantus Leisure Management Services, Inc., organized as a Florida Corporation ("Concessionaire"), is hereby amended as follows:

1. Paragraph 29 is amended to read:

Termination. Unless otherwise stated herein, this Agreement may be terminated prior to the expiration of the term stated in paragraph 3, as follows:

a. Termination for cause. The Department may terminate this Agreement for cause upon giving thirty (30) days notice to Concessionaire, in writing. In such notice of termination, the Department, in its sole discretion, may give the Concessionaire a reasonable amount of time to cure the deficiencies cited by the Department in the notice. If the Concessionaire does not fully cure the deficiencies within the time limit prescribed in the notice, then this Agreement shall terminate the following calendar day. Upon such termination, the Concessionaire shall immediately remove itself and all other parties who may be present upon or occupy any part of the premises for its operations conducted hereunder. Continued occupancy of the premises after termination of this agreement shall constitute trespass by the Concessionaire and may be prosecuted as such. Requests for extension of time to cure shall be submitted to the Department in writing and the Department, in its sole discretion, may grant or deny such request.

b. Termination for convenience. The Department or the Concessionaire may terminate this Agreement for convenience by giving ninety (90) days notice to the other party.

1). If the Concessionaire terminates this Agreement for convenience before the end of the term specified in paragraph 3, above, the Concessionaire shall pay to the Department a one hundred dollar (\$100.00) processing fee in conjunction with such termination. If the Concessionaire gives less than the ninety (90) days notice required above, then, in addition to the processing fee above, the Department may require the Concessionaire to pay an expedited termination fee equaling five percent (5%) of its previous twelve (12) months average monthly commission for each month remaining in the term of this Agreement, as liquidated damages to the Department. This provision does not preclude the Department from pursuing any other legal remedies, in its sole discretion.

2). If the Department terminates this Agreement for convenience, it shall not be liable to Concessionaire for any direct, indirect or consequential damages arising therefrom, save and except for any obligation Department may have to reimburse Concessionaire for unamortized Capital Improvements. If Concessionaire has made Capital Improvements (as defined in paragraph 13, above) to the Park, which have not been fully amortized (as defined by the Amortization Schedule in Exhibit B, if applicable), the Department shall pay the Concessionaire the remaining unamortized amount of the Capital Improvements, as of the termination date, within ninety (90) days following the termination date. No Capital Improvement under this Agreement shall be considered to have an amortization period longer than five (5) years. The amortization rate and period for Capital Improvements shall be as stated in Exhibit B, if applicable, and

reimbursements shall be pro-rated based on the date of termination during that calendar year. Proration shall be calculated using a three hundred and sixty (360) day calendar year. Concessionaire agrees that such payment shall constitute liquidated damages for termination for convenience by the Department.

2. As referenced in Paragraph 16 of the Agreement, The Department does hereby consent to an assignment of Multi-Year Concession Agreement MY-0511 from Advantus Leisure Management Services, Inc., ("Assignor") to Hillsborough Park, LLC, ("Assignee"). The letter requesting assignment is attached hereto and incorporated herein as Attachment 1.

3. All references to, Advantus Leisure Management Services, Inc. shall be changed to Hillsborough Park, LLC.

4. The Department does hereby acknowledge that pursuant to paragraph 16 of the agreement the Concessionaire shall pay a processing fee of one hundred dollars (\$100.00) to the Department for assignment of the Multi-Year Concession Agreement MY-0511.

5. Both Advantus Leisure Management Services, Inc and Hillsborough Park, LLC agree to the assignment of the security in the amount of twelve thousand dollars (\$12,000.00) currently being held in escrow by the Department for the life of Multi-Year Concession Agreement MY-0511 to the Hillsborough Park, LLC.

5. By its signature below, Hillsborough Park, LLC agrees to be bound by the terms and conditions of Multi-Year Concession Agreement MY-0511 and all of its amendments, attachments and exhibits.

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This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

The parties hereto have caused this Amendment to be executed the day, month and year last written below.

ADVANTUS LEISURE
MANAGEMENT SERVICES,
INC., a Florida Corporation

STATE OF FLORIDA DEPARTMENT
OF
ENVIRONMENTAL PROTECTION

By: [Signature]
President's signature or
designee

By: [Signature]
Secretary's signature or designee

Printed
Name: KREUZIGER
Title: _____

Printed
Name: Scott D. Robinson
Title: Assistant Division
Director

Date: 7/18/12

Date: 7-18-2012

Approved as to form and legality:
[Signature]
DEP Attorney

HILLSBOROUGH PARK, LLC, a
Limited Liability Company

By: [Signature]
President's signature or designee

Printed Name: KREUZIGER
Title: _____

Date: 7/18/12