

MULTI-YEAR CONCESSION AGREEMENT AMENDMENT #1

This Multi-Year Concession Agreement is between the State of Florida Department of Environmental Protection ("Department"), a state agency, through its Division of Recreation and Parks ("Division"), and Anderson's Outdoor Adventures, LLC ("Concessionaire") is hereby amended as follows:

1. Paragraph 25 is amended to read:

25. Monthly fee payment. The monthly commission fee, plus the State Use Tax and any other fees or payments due, shall be submitted to the Department, through the Park Manager, along with the monthly report of gross sales, such that they will be received by the Park Manager not later than the 20th day of each month. Payments received on or after the first day of the following month shall result in a late fee being assessed in the amount 1% of the current amount due for each day the payment is late or a fee of \$50.00, whichever is greater upon payment. At the Department's sole discretion, late payment fees may be waived based on documented circumstances beyond reasonable control of the Concessionaire. If the monthly fee and accumulated late payment fees are not received within 30 days after the normal monthly payment deadline, then the Department may suspend the Concessionaire's operations under this Agreement until full payment has been received by the Department or terminate this Agreement for cause and begin procedures to collect under the security referenced in the Agreement.

2. Paragraph 26 (g) is amended to read:

g. Purchasing card industry ("PCI"). The Concessionaire shall be responsible for continuous compliance with the PCI Data Security Standards ("PCI DSS"), at the Concessionaire's sole cost and expense. The PCI DSS can be found at the Security Standards Council website, at <https://www.pcisecuritystandards.org/> (additional PCI compliance information may be obtained through the Concessionaire's e-payment depository bank). The Concessionaire shall confirm the required data security measures are in place no later than 60 days after the execution of this Agreement or prior to the commencement of operations, whichever is sooner, by submitting the appropriate Self-Assessment Questionnaire ("SAQ"), and evidence that their e-payment Service Provider is compliant with the DSS, to the Park Manager. The Concessionaire shall submit an appropriate and current SAQ, and evidence that their e-payment Service Provider is compliant with the DSS, to the Park Manager on the anniversary of the execution date, through the expiration or termination of this agreement (the various SAQs can be found on the Security Standards Council website listed above. Service Provider DSS certification can be obtained from the Service Provider). During the term of this Agreement, it shall be the Concessionaire's responsibility to be apprised of any subsequent version, modification, amendment or update of the PCI DSS, and, if necessary, in order to comply with the most current version of the PCI DSS, to modify its e-payment processes, Service Provider and annual SAQ as it pertains to its operations under the Agreement, at Concessionaire's sole cost and expense.

3. Paragraph 34 (a) is amended to read:

a. Liability. The Concessionaire shall secure and maintain Commercial General Liability insurance, including bodily injury, property damage, personal and advertising injury, contents of the facilities and space referenced in paragraph 6, as amended or expanded from time to time, products, and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations provided under this Agreement, whether such services and/or operations are by the Concessionaire or anyone directly or indirectly employed by the

Concessionaire. The minimum limits of liability shall be \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate.

4. Exhibit A, paragraph 8 is added to read:

8. Alcoholic beverage licenses:

- a. In the event alcoholic beverages are served, the Concessionaire shall be required to:
 - 1). Purchase an alcoholic beverage license from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco; and,
 - 2). Be responsible for complying with Chapters 561, 562, 563 and 564, Florida Statutes, and Rule 61A-3, Florida Administrative Code, the Division's Operations Manual, and Marion County Ordinances that regulate the alcoholic beverage license.
- b. Prior to implementation of the serving of alcoholic beverages, a plan of action including hours of service, designated location and control methods shall be submitted, in writing, to the Park Manager for approval.

5. Exhibit B, paragraph 7(a) has been amended to read:

- a. The Concessionaire shall replace the roof of Concession Building (Building #BL053003) at Manatee Springs State Park. Work shall be permitted and performed by a licensed contractor. This capital improvement shall be completed by 12/31/15. Estimated value: \$9,800.00.

6. Exhibit B, paragraph 7(b) has been amended to read:

- b. The Concessionaire shall replace the deck of the Concession Building (Building #BL053003) at Manatee Springs State Park using recycled composite building material. Work shall be permitted and performed by a licensed contractor. This capital improvement shall be completed by 12/31/14. Estimated value: \$5,000.00.

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In all other respects, the Agreement to which this is an amendment, and attachments and amendments relative thereto shall remain in full force and effect.

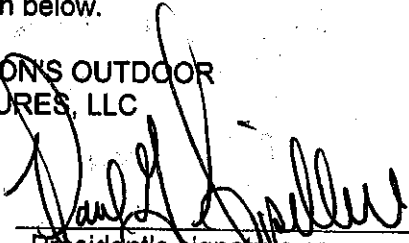
This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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

ANDERSON'S OUTDOOR
ADVENTURES, LLC

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:



President's signature or
designee

By:



Secretary's signature or designee

Printed
Name:

Paul G Spillers

Printed

Name: Donald V. Forgione

Title:

Owner

Title:

Division Director

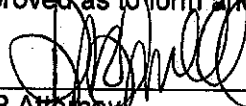
Date:

11/27/2013

Date:

12-12-13

Approved as to form and legality:



DEP Attorney