

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) DNC Parks & Resorts at KSC, Inc. Mail Code: DNPS Kennedy Space Center, FL 32899		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-12215	
			10B. DATED (SEE ITEM 13) 4/17/95	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

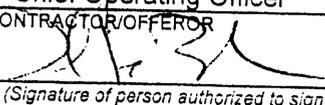
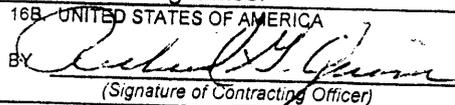
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual agreement of the parties.</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
- The purpose of this modification is as follows: to authorize Concessioner to purchase certain real and personal property relating to the Astronaut Hall of Fame and a vacant dormitory building located near the Astronaut Hall of Fame .
  - Please note that in an effort to save paper, this Concession Agreement is printed front to back, therefore, only the changed pages, front or back, are identified as part of this Modification 14. As a result of the above changes, the following pages are replaced: 23.1, 23.2, 23.3, 39, 47 and 47.1.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan LeBlanc Chief Operating Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard G. Quinn Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/9/06	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/9/06

b.

c.

d.

8. Title to all facilities, equipment, and intellectual property provided through Concessioner Capital Investment shall vest with the Government in accordance with Article 18.D. The Government will not grant the Concessioner a possessory interest in the facilities constructed with Concessioner Capital Investment.

9.

10.

**D. SERVICE IMPROVEMENT ACCOUNT (SIA)**

1. The Concessioner shall establish and maintain a Service Improvement Account (SIA) to provide for the acquisition of new or expanded capabilities in support of the Public Visitor Program and the general improvement of KSCVC.

b. The Concessioner is required to support special events away from KSCVC, in accordance with Section 2.3.4.3 of the Statement of Work. The maximum level of unreimbursed support the Concessioner shall provide annually for such External Special Events shall not exceed . Each event, and associated support requirements, will be defined by the Government no later than 30 days from its scheduled occurrence.

c. The Concessioner is authorized to operate the (i) Astronaut Hall of Fame and (ii) two (2) Retail Stores at the Orlando International Airport (OIA) in accordance with the lease agreements signed by the Greater Orlando Airport Authority and the Concessioner on March 26, 2003 and May 7, 2004.

#### 4. Sponsored PVP Activities

a. The Concessioner is authorized to solicit and accept contributions of funds, property other than real property, and services from third parties to sponsor and support the activities of the PVP.

b. Prior to any solicitation, the Concessioner shall submit, for Contracting Officer or authorized representative approval, the names of proposed individuals or organizations to be solicited, a solicitation plan and draft of materials to be used.

c. The conditions under which any contribution is made shall be documented in a written agreement signed by the Concessioner and the contributor, and subject to the consent of the Contracting Officer. The agreement shall include a description of the contribution and the recognition to be given to the contributor. The Concessioner shall not accept any contribution until the Contracting Officer's consent of the proposed agreement is obtained.

d. The agreement for any contribution of funds shall provide that the contribution is an unconditional gift.

e. The agreement for any property given outright shall specify that the gift is unconditional and that title to the property shall pass to and vest in the Government upon receipt and acceptance of the property by the Concessioner.

f. The agreement for any loaned property shall specify the duration of the loan and the responsibilities of the parties for matters such as accountability, control, use, maintenance, repair, restoration, loss, damage, etc. If the contributor requires protection against risks of loss or damage, the cost of such insurance shall be borne by the contributor.

g. The agreement for any services to be performed at KSC must comply with applicable laws and regulations.

h. Contributed funds shall be deposited by the Concessioner to the Exhibits Fund or the Service Improvement Account, as directed by the Contracting Officer, or as otherwise negotiated, and shall be accounted for separately in all reports concerning those accounts.

5. Security protection and traffic control services, including maintenance of the security alarm system equipment and any other protection deemed necessary by NASA beyond the requirement in Section 3.7.2 of the Statement of Work;

6. Mosquito control, as part of KSC-wide aerial, aquatic, or ground spraying program;

7. Maintenance and repair responsibilities at tour stops as defined in Section 6.3.3 of the Statement of Work;

8. Replacement of any 13.2 KV substation equipment, complete sewage treatment plant, potable water interface valves, at the end of their useful life;

9. Pump/clean grease traps in food preparation areas;

10. Periodic safety inspection of all equipment and facilities and testing of all safety equipment as identified by the Concessioner or by the Government. (This is in addition to and does not relieve the Concessioner of inspection requirements);

11. Storage and retrieval of as-built drawings;

12. Power to main gate entrance signs;

13. Such other services and items as the Contracting Officer may determine to be in the Government's interests, at the sole discretion of the Contracting Officer.

14. The above services shall not be provided to the Concessioner at the Off Site Location/ Orlando International Airport Retail Stores (OIA) and the Astronaut Hall of Fame.

15. The Concessioner and its employees shall observe and comply with all applicable provisions of municipal, county, state, or federal laws, ordinances, regulations or rules which govern or apply to the Concessioner, the employees or to its operations at the Orlando International Airport Stores and the Astronaut Hall of Fame.

16. The Concessioner shall obtain utility services from public utility companies and fire and police protection from the local city, or county government for the Astronaut Hall of Fame.

**B. GOVERNMENT PROVIDED - REIMBURSABLE**

The Concessioner shall obtain the utilities and services listed below exclusively from the Kennedy Space Center and shall reimburse KSC for the cost of these utilities and services. Costs will be determined in accordance with the NASA Financial Management Manual, Part 9090, "Guidelines Applicable to Reimbursable Agreements."

1. Electrical power for KSCVC;
2. Water for KSCVC;
3. Physical examinations for bus driver/tour escorts in compliance with KSC and ICC regulations;