



AGREEMENT SUMMARY

1. Other Contracting Party:

Butterfly World, Ltd., a Florida limited partnership (Licensee), by and through its Managing Partner, Meta-Science, Inc., a Florida corporation

2. Proposed Action:

[X] New Contract [] Amendment, Number [] Renewal [] Extension

3. Document Type (select one):

License and Concession Agreement

4. Purpose/Description:

Operation and maintenance of the Butterfly World amenity, facility and attraction located in Tradewinds Park

5. Special Provisions (select if applicable):

[] Living Wage Program [] SBE Sheltered Market Program
[] Workforce Investment Pilot Program [] M/WBE Program
[] Federal DBE/ACDBE program [] In-Kind Match Required: \$ _____ or _____ %
[] CBE Program [] Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):

Start : Upon full execution
End: Ten years

6.b. Effective Dates (amendments only):

[] No Change
[] End date has changed from _____ to _____.
[] Term has from _____ to _____.

7. Contract Administrator:

Name: Chris Deal
Phone: 954-357-8783

8. Contract Type:

[] Cost reimbursement [] Open-end
[] Firm fixed price [] Time and materials
[] Performance-based [X] Other ANNUAL GUARANTEE PAID
IN QUARTERLY INSTALLMENTS, AS ADJUSTED

9.a. Contract Value (new contracts)

[] Actual [X] Estimated: Includes Annual Guarantee adjusted
minimum of 3% annually, plus annual \$6,000 payment for use of shelters

Table with 2 columns: Description, Amount. Rows: Base amount (\$747,833), Reimbursables (0), Optional Services (0), Total contract value (\$747,833)

9.b. Contract Value (amendments only)

[] No change [] Actual [] Estimated

Table with 2 columns: Description, Amount. Rows: Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value

10. Payment Method

[] Lump Sum Payment
[] Milestone or Progress-Based
[X] Scheduled or Time-Based
[] Other

11. Payment Terms

THE ANNUAL GUARANTEE, TO BE PAID IN FOUR QUARTERLY INSTALLMENTS, IS \$60,000 FOR THE FIRST CONTRACT YEAR. ON THE ANNIVERSARY DATE OF EACH CONTRACT YEAR, THE ANNUAL GUARANTEE SHALL BE ADJUSTED, BASED ON THE CPI OR 3% OF THE PRIOR YEAR'S ANNUAL GUARANTEE, WHICHEVER IS GREATER. AN ANNUAL PAYMENT OF \$6,000 FOR THE USE OF THE BUCKEYE AND CRESCENT SHELTERS BY LICENSEE'S GUESTS, INVITEES, PATRONS, AND SUBCONTRACTORS WILL BE MADE AT THE SAME TIME AS THE FIRST QUARTERLY INSTALLMENT OF THE ANNUAL GUARANTEE.

12. Cost Adjustment

[] Not Applicable [] Fixed Percentage - [] Actual Cost
[X] CPI or other Index or 3% of prior year's Annual Guarantee, whichever is greater [] Fixed Amount - \$ _____ [] Other:

13. Equity Program Participation Summary

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

RENEWABLE FOR UP TO ONE ADDITIONAL FIVE-YEAR TERM AT LICENSEE'S OPTION PROVIDED LICENSEE CERTIFIES TO

15. Termination and Cancellation Provisions

For Cause: BY COUNTY FOR DEFAULT IF NOT CURED WITHIN THE TIME PROVIDED; BY LICENSEE FOR DEFAULT IF NOT CURED WITHIN 30 DAYS' AFTER COUNTY'S RECEIPT OF WRITTEN NOTICE FROM LICENSEE

COUNTY THERE ARE NO UNCURED EVENTS OF DEFAULT, IS IN COMPLIANCE WITH THE TERMS OF THE AGREEMENT, AND AGREES TO A MINIMUM EXPENDITURE OF AT LEAST \$500,000 DURING THE RENEWAL TERM FOR SPECIFIC NEW CONCESSION-RELATED IMPROVEMENTS IDENTIFIED IN THE RENEWAL NOTICE.

For Convenience: COMMENCING IN CONTRACT YEAR 6, BY COUNTY WITH NO LESS THAN NINE MONTHS' NOTICE.

16. Deliverables, milestones or scope of this action:

Licensee will have exclusive operating rights to and for the Concession within the Licensed Premises, and non-exclusive use of the parking area adjacent to the Concession Building. Project Phases and Deliverables are set forth in Exhibit F of the Agreement for Concession-related improvements.

17. List terms, considerations or deviations from standard county form.

No deviation