

**LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND
BUTTERFLY WORLD, LTD., FOR BUTTERFLY FARM, INSECTARIUM, AND AVIARY AT
TRADEWINDS PARK**

This is a License and Concession Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Butterfly World, Ltd., a Florida limited partnership ("Licensee"), by and through its Managing Partner, Meta-Science, Inc., a Florida corporation (individually referred to as "Party" and collectively referred to as the "Parties").

RECITALS

A. County, through its Parks and Recreation Division, owns and administers Tradewinds Park ("Park") for public recreation and enjoyment.

B. For over thirty (30) years, the Park has contained an amenity, facility, and attraction known as "Butterfly World" ("Butterfly World") that was constructed, operated, and maintained by Licensee, for the benefit of the public, and that provides fee-based educational and indoor and outdoor leisure activities.

C. County's Purchasing Director issued a Sole Source designation memorandum dated August 17, 2016, authorizing the Parks and Recreation Division to negotiate this Agreement with Licensee.

D. Negotiations pertaining to the subject matter of this Agreement were undertaken between the Parties, and this Agreement incorporates the results of such negotiations.

E. Butterfly World is unique in its type and its suitable operation requires personnel who possess advanced, and highly specialized knowledge and experience.

F. Butterfly World serves, and Licensee shall ensure that Butterfly World shall continue to serve, a Park Purpose, as that term is defined in Section 8.13 of the Broward County Charter, during the term of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law.** Any and all applicable laws, codes, advisory circulars, rules, regulations, ordinances, or resolutions of any governmental or quasi-governmental entity relating to this

Agreement, the Concession, Concession-related Improvements, the Licensed Premises, or any activities at the Licensed Premises, that have been, or may hereinafter be adopted, and as may be amended from time to time, including without limitation, all applicable federal, state, County, local, and any quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, and grant agreements, including, but not limited to, the Americans with Disabilities Act.

1.2 **Board**. The Board of County Commissioners of Broward County, Florida.

1.3 **Capital Expenditures**. The actual costs paid for work performed, services rendered, and supplies, materials, and equipment furnished for construction or installation of the Concession-related Improvements after the Effective Date.

1.4 **Capital Improvement Plan**. County approved plan for the installation of new Concession-related Improvements on the Licensed Premises by Licensee as set forth on Exhibit C, as may be amended from time to time.

1.5 **Concession**. The butterfly farm, botanical garden, insectarium, and aviary attraction, along with Concession Services at the Park to be operated and maintained by Licensee on the Licensed Premises, including, but not be limited to, a café, gift shop, plant shop (which shall not include the sale of Invasive Plant Species), museum, offices, enclosed storage, laboratory, interior restrooms, limited nursery for plants necessary for use in Butterfly World, Concession Services, and all new Concession-related Improvements to be made by Licensee under this Agreement, all of which must serve a "Park Purpose" as that term is defined in Section 8.13, Broward County Charter.

1.6 **Concession-related Improvements**. The capital improvements and any installation projects on the Licensed Premises to be completed by Licensee under this Agreement, in accordance with the Capital Improvement Plan as set forth on Exhibit C, that serve "Park Purposes" as that term is defined in Section 8.13, Broward County Charter.

1.7 **Concession Services**. The on-site sale or rental by Licensee of goods and services related to the Concession, including, but not limited to, food and beverages, sundries, souvenirs, and special activities coordination (e.g., birthday parties, civic association meetings, and special events within the Licensed Premises).

1.8 **Contract Administrator**. The Director of County's Parks and Recreation Division or his or her designee.

1.9 **Contract Year**. The period beginning on the Effective Date and ending on the first anniversary thereof (Contract Year 1), and each succeeding twelve (12) month period thereafter during the term of this Agreement (referred to as Contract Year 2, Contract Year 3, etc.).

- 1.10 **Designated Representative**. The individual designated in writing by Licensee to represent Licensee in all administrative interaction with County and the Contract Administrator under this Agreement.
- 1.11 **Division**. The County Parks and Recreation Division.
- 1.12 **Licensed Premises**. The specific ground area within the Park, as depicted on Exhibit B, Locator Map, designated for Licensee to operate and maintain the Concession and provide the Concession Services and Concession-related Improvements.
- 1.13 **Park**. Tradewinds Park, located at 3600 West Sample Road, Coconut Creek, Florida 33073.
- 1.14 **Purchasing Director**. County's Director of Purchasing as appointed by the Broward County Administrator.
- 1.15 **Subcontractor**. An entity or individual providing services through Licensee for all or any portion of the work under this Agreement, including work on the Concession-related Improvements. The term "Subcontractor" includes all contractors, consultants, and subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Locator Map
Exhibit C	Concession-related Improvements Projects
Exhibit D	Affidavit of Criminal Background Screening
Exhibit E	Minimum Insurance Requirements
Exhibit F	Project Phases and Deliverables
Exhibit G	Form of Performance Bond
Exhibit H	Form of Payment Bond
Exhibit I	Computer Aided Drawings (CAD) Requirements
Exhibit J	Pricing of Items for Sale or Rent
Exhibit K	Fiber Line Work Plan / Sketches
Exhibit L	Banned Plant Species
Exhibit M	Plant Criteria

ARTICLE 3. USE OF THE LICENSED PREMISES AND SCOPE OF SERVICES

3.1 Subject to the terms of this Agreement, Licensee shall have exclusive operating rights to and for the Concession within the Licensed Premises, and nonexclusive use of the parking area adjacent to the Concession building. Licensee, its patrons and guests, and Subcontractors shall not utilize any other portions of the Park that are not included in the Licensed Premises or specifically permitted under the terms of this Agreement, without the prior written consent of County.

3.2 County hereby grants to Licensee the exclusive right and license to: (A) operate and maintain the Concession; (B) finance, design, permit, and construct or install Concession-related Improvements, subject to the prior written approval from the Contract Administrator; (C) provide the Concession Services in accordance with the terms of this Agreement and as outlined in Exhibit A, Scope of Services, Exhibit C, Concession-related Improvements Projects, and Exhibit F, Project Phases and Deliverables; and (D) the nonexclusive right to remove any guest, invitee, or patron of Licensee within the Licensed Premises. Additional Concession Services on the Licensed Premises are subject to approval by the Contract Administrator, and the Parties executing an amendment to this Agreement in accordance with Section 28.17, "Amendments." The Concession, the Concession-related Improvements, and the Concession Services must serve "Park Purposes," as that term is defined in Section 8.13, Broward County Charter.

3.3 County hereby grants to Licensee, and Licensee's employees, Subcontractors, patrons, and guests, the privilege of ingress and egress to, from, upon, and over Park roads to allow access to the Licensed Premises to exercise the right and license granted pursuant to Section 3.2. County shall not impose any fee or charge to Licensee, or its partners, members, officers, employees, or Subcontractors performing work on the Licensed Premised for such ingress and egress, but County may impose upon guests, patrons, and invitees of Licensee the same fees and charges imposed upon the public.

3.4 County hereby grants to Licensee and its Subcontractors a nonexclusive license, for a limited purpose, to access Park property outside of the Licensed Premises for the sole and limited purpose of installing cables and conduit pursuant to the sketches and work plan approved by County, as set forth in Exhibit K, and subject to the execution of any utility easements or other standard agreements required by County. As part of the consideration for County's grant of this nonexclusive license, Licensee shall pay all costs associated with the installation of the cables and conduit including the cost of installation of cabling through the conduit for County's use. The single fiber-optic cable installed by Licensee shall connect the Licensed Premises to the fiber-optic cable at the exterior of County's building at the Park, and the parties agree that the

connected fiber-optic infrastructure will be sufficient to carry expected data transfers and communications needs for both parties.

3.5 The Licensed Premises are being made available to Licensee in an "as is" condition. County makes no representations or warranties as to the safety or suitability of the Licensed Premises for the purposes set forth herein. County shall not be responsible for any costs or obligations to Licensee relating to this Agreement, except for any County responsibilities specifically described in this Agreement. Licensee shall notify the Contract Administrator of any issues or safety concerns that it observes on the Licensed Premises during the term of this Agreement, and shall take all actions necessary to remedy or resolve any such issues or safety concerns in a timely manner, at no cost to County.

3.6 Licensee shall inform the Contract Administrator by telephone of any and all injuries or damage to any persons or to real or personal property caused by Licensee, its officers, members, partners, employees, agents, invitees, or patrons, that occurs within the Licensed Premises during the term of this Agreement. Licensee shall provide this information within twenty-four (24) hours after the occurrence and promptly follow such communication with written notice to the Contract Administrator, and Licensee shall be responsible for all such injuries or damage within the Licensed Premises as provided in Article 19.

3.7 County and its authorized agents shall have the right to enter the Licensed Premises, upon forty-eight (48) hours' prior notice to Licensee, for inspection to determine whether Licensee is in compliance with the terms of this Agreement and Applicable Law. County shall not unreasonably interfere with the Concession during the course of any inspection hereunder. Notwithstanding the foregoing, in the case of an Emergency, County or its authorized agents may immediately enter the Licensed Premises after providing reasonable oral notice to Licensee. The term "Emergency" shall mean any situation in which there is an immediate threat to the Licensed Premises or any other portion of the Park, or to the health and safety of any person within the Licensed Premises or any other portion of the Park.

3.8 Licensee may use, occupy, and enjoy the Licensed Premises, subject to and in accordance with the terms of this Agreement, and without unreasonable interference from County.

3.9 At all times during the term of this Agreement, Licensee shall comply with, and shall ensure that Licensee's Subcontractors comply with, any and all Applicable Law, including, but not limited to, those pertaining to the containment of exotic insects, animals, and plant species, and Licensee shall provide County with copies of all permits, notices of violations, and inspection reports issued to Licensee pursuant to Applicable Law.

3.10 The Scope of Services, set forth on Exhibit A, is a description of Licensee's obligations and responsibilities and includes preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that

exclusion of any of them would render performance by Licensee impractical, illogical, or unconscionable.

3.11 Licensee acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services, set forth in Exhibit A, to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall commence upon full execution of the Agreement by the Parties ("Effective Date") and shall continue for a term of ten (10) years ("Initial Term"), unless terminated earlier or extended as provided herein.

4.2 Renewal.

4.2.1. This Agreement may be extended, at Licensee's option, for one (1) additional five (5) year term ("Renewal Term"), provided that Licensee furnishes County with written notice no less than one hundred and eighty (180) days prior to the expiration of the Initial Term ("Renewal Notice"). In the Renewal Notice, Licensee must certify to County (i) that there are no uncured Events of Default (as defined in Section 11.1) under the Agreement, (ii) that Licensee is in compliance with the terms of the Agreement, and (iii) that Licensee agrees to expend during the Renewal Term at least Five Hundred Thousand Dollars (\$500,000) in specific new Concession-related Improvements approved in writing by the Contract Administrator and identified in the Renewal Notice. The Initial Term and the Renewal Term, if the latter is exercised under this Agreement, shall collectively be referred to as the "Agreement Term."

4.3 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Licensee required by this Agreement shall be completed no later than the dates established herein. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. ANNUAL GUARANTEED FEES

5.1 Licensee shall pay to County an annual guaranteed sum ("Annual Guarantee") of Sixty Thousand Dollars (\$60,000) for the first Contract Year for the rights and privileges granted to Licensee under this Agreement. The Annual Guarantee shall be paid in four (4) quarterly installments (individually, a "Quarterly Installment") of Fifteen Thousand Dollars (\$15,000) each, commencing on the Effective Date of this Agreement, in accordance with the terms set forth of this article. In addition, Licensee shall pay County, as an additional fee, the sum of Seventy-three Thousand Five Hundred Dollars (\$73,500), which is the difference between what Licensee would

have paid at the Annual Guarantee rate for the first Contract Year and what Licensee has paid to County as a holdover tenant under its expired lease, for the period between March 24, 2018 and the Effective Date ("Retroactive Payment"). Licensee shall pay the Retroactive Payment to County within one (1) year after the Effective Date, in four (4) equal installments simultaneously with the payment of each Quarterly Installment during the first Contract Year.

5.2 Effective on the anniversary date of each Contract Year, the Annual Guarantee shall be adjusted by the amount of the increase in the Consumer Price Index , All Urban Consumers ("CPI-U"), Miami-Fort Lauderdale, or three percent (3%) of the prior year's Annual Guarantee, whichever is greater. Any adjustment based on the yearly increase in the CPI-U shall be calculated using the Index published and available for the previous twelve (12) month period.

5.3 Each Quarterly Installment shall be due and payable in advance, without demand, billing by County, set-off, or deduction, by Licensee commencing on the Effective Date and no later than the same date every third month thereafter, at the address listed in the "Notices" section. If any Quarterly Installment payment is not received by County by the fifth (5th) day after the day that it is due, that Quarterly Installment shall be increased by an amount equal to five percent (5%) of the Quarterly Installment, which amount is the Parties' best estimate of the amount necessary to compensate County for its additional administrative burden resulting from the late payment. The Parties stipulate that the additional charge for any late payment is fair and reasonable. In addition, for any period in which any amount of the Quarterly Installment payment is not paid when due, interest will accrue on the overdue and unpaid Quarterly Installment amount and any unpaid late payment charges at the maximum interest rate allowed by Florida law. Any amounts received by County from Licensee will be credited first against accrued interest until all accrued interest is paid in full, then to accrued late charges until all late charges are paid in full, and finally to Quarterly Installment amounts.

5.4 The Annual Guarantee does not include payment by Licensee of the then current fees set forth in the Broward County Parks System Fee Schedule, Broward County Administrative Code Sections 37.32 et seq. ("Fee Schedule"), for use by Licensee of any Park areas other than the Licensed Premises, or amenities or services that County is not specifically required by this Agreement to provide. Licensee shall pay those fees set forth on the Fee Schedule for use of any Park areas, facilities, equipment, or County personnel, in the same manner as required of any other party subject to the fees, except as stated in Section 5.7 of this Agreement.

5.5 In the event County permits Licensee to utilize additional land or facilities or provide additional Concession Services under this Agreement, the Annual Guarantee shall be increased as set forth in an amendment to this Agreement executed in accordance with Section 28.17, "Amendments." The execution by County of an amendment to this Agreement increasing the Annual Guarantee is a condition precedent to the utilization of additional facilities or the provision of additional Concession Services by Licensee.

5.6 Sales and use tax shall not be part of the payment of Quarterly Installments and shall be

remitted by Licensee in addition to such payments. County will remit the sales and use tax payments from Licensee to the State of Florida, as further described in Section 6.2.

5.7 Licensee shall pay County the sum of Six Thousand Dollars (\$6,000.00) each Contract Year as a fee to partially offset the lost revenue and cost to County arising from unscheduled use of the Park's Buckeye and Crescent shelters by Butterfly World's guests, invitees, patrons, and Subcontractors, at the same time as Licensee's payment of the first Quarterly Installment is due each Contract Year. County and Licensee shall cooperate in the cleanup of the shelters after each unscheduled use, and in the placement of all trash generated by such use in appropriate receptacles.

ARTICLE 6. PAYMENT OF OBLIGATIONS AND TAXES

6.1 Licensee shall pay all taxes and other costs lawfully assessed against its business and legal interest in the operation of the Concession Services under this Agreement including, but not limited to, any Concession-related Improvements; provided, however, that Licensee shall not be deemed in default of its obligations under this Agreement for failure to pay such taxes or costs pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes or other costs.

6.2 Licensee shall be solely liable for the State of Florida sales tax, and any sales and use tax imposed by Section 212.031, Florida Statutes, on amounts payable to County under this Agreement for the use, occupancy, right to use, and right to do business on the Licensed Premises, subject to any exemptions from payment of sales and use tax provided by law. Licensee shall be liable for any and all other taxes due taxing authorities arising out of its operations under this Agreement. The sales and use tax payments shall be remitted to County by Licensee separately from, and not incorporated into, the Quarterly Installment. Licensee shall remit the sale and use tax payments to County contemporaneously with the payment of the Quarterly Installments. Sales and use tax shall be payable to County, which in turn will remit such tax payments to the State of Florida, Department of Revenue ("DOR"). In the event DOR determines and assesses the amount of any additional sales and use tax, penalty, or interest due for any sales and use tax payments during the term of this Agreement, Licensee shall be required to make such payment to County, and County will remit same to DOR. If Licensee fails to remit to County any sales and use tax, penalty, or interest when due in accordance with this section, County has the right, but not the obligation, to timely pay the amounts due to DOR, and Licensee must reimburse County such amounts paid by County in full, together with interest accruing thereon at the maximum interest rate allowed by Florida law. Licensee shall be liable for all other taxes due taxing authorities arising out of its operations under this Agreement.

6.3 Licensee shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of Licensee for its operations and performance under this Agreement. County shall

reasonably cooperate with Licensee in its effort to obtain all permits, licenses, and approvals, including if required by the authority having jurisdiction to grant same, consenting to applications, providing owner authorizations, and providing consents thereto, and all of the foregoing shall not be unreasonably conditioned, withheld, or delayed. If County incurs costs in such cooperation, Licensee shall reimburse County for same within thirty (30) days after receipt of County's invoice for such costs.

6.4 Licensee shall be responsible for payment of any fees for use of Park facilities, equipment, or County personnel, as established in the Parks and Recreation Fee Schedule set forth in the Broward County Administrative Code, when the payment of fees is required in accordance with Section 5.4 above.

6.5 Licensee shall be responsible for paying its Subcontractors and suppliers hired to perform any of the Concession-related Improvements for work performed or for supplies, equipment, or materials provided at the request of Licensee, any undisputed amount within thirty (30) calendar days following receipt of complete invoices for such work performed, or such supplies, equipment, or materials provided upon completion or receipt of same. Licensee shall take such action necessary to resolve any amounts in dispute.

6.6 Performance and Payment Bonds. Within fifteen (15) calendar days prior to commencement of any Concession-related Improvements under this Agreement, Licensee, or its licensed Subcontractor hired to perform the applicable Concession-related Improvements, shall furnish Performance and Payment Bonds as financial security, in the forms attached hereto as Exhibits G and H, respectively, and Broward County shall be named as a dual obligee on the Performance and Payment Bonds. Acceptable forms may include, but are not limited to, AIA forms or other industry standard forms.

6.6.1 Each Bond shall be in the amount of one hundred percent (100%) of the cost of the Concession-related Improvements being performed, guaranteeing the completion and performance of such improvements, as well as full payment of all suppliers, laborers, or Subcontractors performing the Concession-related Improvements. Each Bond shall be with a surety company that is qualified pursuant to the terms set forth in this section.

6.6.2 Each Bond shall continue in effect for one (1) year after a Certificate of Occupancy is obtained for completion of the applicable Concession-related Improvements, with liability equal to one hundred percent (100%) of the cost of such Concession-related Improvements, or an additional bond shall be conditioned that Licensee, or its licensed Subcontractor hired to perform such Concession-related Improvements, as applicable, will correct any defective or faulty work or materials that appear within one (1) year after Final Completion of the applicable Concession-related Improvements, as defined in Exhibit A, Part 1, and County's approval of such improvements.

6.6.3 Alternate Form of Security.

6.6.3.1 In lieu of providing Performance and Payment Bonds, Licensee may furnish County with an alternate form of security, which may be in the form of cash, money order, certified check, cashier's check, or irrevocable stand by letter of credit in the amount equal to one hundred percent (100%) of the cost of the applicable Concession-related Improvements. Such alternate form of security shall be subject to the approval of County, the same conditions as set forth in Sections 6.6.1 and 6.6.2 above, and shall be held by County for up to one (1) year after Final Completion of the applicable Concession-related Improvements, as defined in Section 29.17, and County's approval of such improvements.

6.6.3.2 For any Concession-related Improvements that are estimated to cost Fifteen Thousand Dollars (\$15,000) or less, Licensee may offer alternate form of security by furnishing County with evidence satisfactory to the Contract Administrator, in his or her sole discretion, of Licensee's financial stability, in the form of a letter from its Certified Public Accountant to the effect that Licensee has undistributed net earnings in an amount equal to one hundred percent (100%) of the cost of the applicable Concession-related Improvements, and such portion of net earnings are held in a segregated escrow account for the payment of such Concession-related Improvements.

6.6.4 County will only accept Payment and Performance Bonds from a surety company that possesses a Florida Certificate of Authority and has twice the minimum surplus and capital required by the Florida Insurance Code at the time of construction of the Concession-related Improvements, the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. Licensee shall provide a Certificate and Affidavit certifying to the requirements provided in this Section 6.6.4, in a form provided by County.

ARTICLE 7. PAYMENT FOR UTILITIES USAGE; TRASH REMOVAL SERVICES; GROUNDS MAINTENANCE

7.1 Licensee shall pay for utilities usage, which shall include, but is not limited to, the electric, sewer, and water (collectively "Utilities") within the Licensed Premises, including, but not limited to, the Concessions and Concessions-related Improvements at the Park. Licensee shall be responsible for the connection of all Utilities to its operations within the Licensed Premises from the existing Utilities' stubs. Licensee shall separately meter its electric, sewer, and water use. Licensee shall be liable for, and shall pay, all taxes, fees, and charges applicable to the Utilities services to the Licensed Premises that are provided by the applicable Utilities' providers in

accordance with the monthly statements for such services that Licensee receives. Licensee shall be responsible for obtaining and payment of its telephone, computer, high-speed wireless internet access, and other electronic connections and usage, including wiring for cable connections, at no cost to County.

7.2 Licensee shall be responsible for the adequate sanitary handling, and placement for collection of solid waste by Licensee's solid waste collection contractor, and shall continue to pay for the collection and removal and disposal by such contractor, of all trash, garbage, or other refuse generated within the Licensed Premises from the Park, or caused by Licensee's operations, at Licensee's sole cost.

a. All forage materials generated from within the Licensed Premises shall be placed in airtight plastic bags within the Butterfly World facility and frozen for at least seventy-two (72) consecutive hours before being placed into the Butterfly World covered dumpster. In addition, the dumpster used for forage and landscape materials shall be covered with a fabric cover. The purpose of this is to minimize the possibility of exotic plants or plant materials from within the Licensed Premises contaminating the surrounding Park. No Butterfly World forage or landscape materials will be placed in Park dumpsters or anywhere else in the Park except in Licensee's dumpster.

b. Licensee shall ensure that all food-related garbage is handled and stored in accordance with all applicable health and safety laws. Piling of boxes, cartons, barrels, or similar items shall not be permitted in any area open or visible to the public.

7.3 Licensee shall be responsible, at its sole cost, to provide for all janitorial services within the Licensed Premises. In addition, Licensee shall, at its sole cost and in a commercially reasonable manner, periodically pick up and properly dispose of litter from within the parking area for shared use adjacent to the Concession building. Licensee shall collect its trash and transfer such trash generated within its operations area as provided under Section 7.2. Licensee shall contract with a contractor for the collection of recyclable (recovered) materials that can be transported and disposed of in a commercially reasonable manner, including, but not limited to, plastic, aluminum, and glass, similar to the manner prescribed for the Park by the Contract Administrator, except Licensee shall not be required to source separate the recyclable (recovered) material.

7.4 Licensee shall be responsible, at its sole cost, to maintain all of its improvements, fixtures, equipment, connections, landscaping, and operations within the Licensed Premises, including the grounds, the Concession building's roof, foundations, interior walls, floors, windows, ceiling, sprinkler and hot water systems, heating plants, air conditioning plants, plumbing, and electrical wiring, in good working order and repair, and in a clean and orderly condition, reasonable wear and tear and any on-going improvements projects excepted. Licensee shall be responsible for all grounds maintenance within the Licensed Premises, including lawn care, irrigation, tree trimming, and tree removal services. Licensee shall also be responsible for routine lawn mowing,

routine irrigation maintenance, and routine tree and shrub trimming within the nonexclusive parking area adjacent to the Licensed Premises at Licensee's cost and expense; provided however, that maintenance, repair, restoration, clearance, or damage to the foregoing landscape and irrigation improvements caused by accidents, Acts of God, natural or man-made disasters or emergencies or weather events shall not be considered as being within Licensee's "routine" maintenance responsibility, and shall instead be considered County's responsibility. County shall be responsible to maintain the pavement surface, pavement markings, and traffic control signage within nonexclusive parking area adjacent to the Licensed Premises in a manner consistent with generally applicable County practices in such regard.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1 Representation of Authority. Licensee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Licensee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Licensee has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Licensee. Licensee further represents and warrants that execution of this Agreement is within Licensee's legal powers, and each individual executing this Agreement on behalf of Licensee is duly authorized by all necessary and appropriate action to do so on behalf of Licensee and does so with full legal authority.

8.2 Contingency Fee. Licensee represents and warrants that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.3 Public Entity Crime Act. Licensee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents and warrants that its entry into this Agreement will not violate that Act. Licensee further represents and warrants that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Licensee has been placed on the convicted vendor list.

8.4 Discriminatory Vendor and Scrutinized Companies Lists. Licensee represents and warrants that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Licensee further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

8.5 Warranty of Performance. Licensee represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Concession Services under this Agreement is duly qualified to perform such services by all

appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Concession Services. Licensee represents and warrants that the Concession Services under this Agreement shall be provided in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.6 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Licensee certifies and represents and warrants that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

8.7 Condition of Licensed Premises. Licensee represents and warrants that it has inspected the Licensed Premises and determined they are safe and suitable for Licensee's intended use.

8.8 Breach of Representations. In entering into this Agreement, Licensee acknowledges that County is materially relying on the representations and warranties of Licensee stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion and in addition to any rights and remedies County may have under this Agreement, at law, or in equity, to terminate this Agreement without any further liability to Licensee. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

ARTICLE 9. INDEMNIFICATION

9.1 Licensee shall indemnify, hold harmless, and defend County and all of County's past, present, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and to the extent caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). The indemnity and obligation to defend provided for in this Section 9.1 does not apply to any liability resulting from the sole negligence or intentional act of an Indemnified Party. In the event any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. Where Licensee's insurance underwriter provides counsel to an Indemnified Party, and the County Attorney wishes to select a different attorney to defend the Indemnified Party, the County Attorney shall reasonably cooperate with Licensee's insurance underwriter,

with the object being to select another attorney that is reasonably acceptable to such underwriter (and thus which would not affect coverage otherwise potentially available for the Claim). The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Licensee under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. The obligations of this section shall survive the term of this Agreement.

9.2 Construction or installation of Concession-related Improvements. Licensee shall indemnify and hold harmless County and all of County's officers, agents, servants, and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by, or alleged to be caused by, the negligence, recklessness, or intentional wrongful misconduct of Licensee or persons employed or utilized by Licensee in the performance of any approved construction activities under this Agreement. The obligations of this section shall survive the term of this Agreement.

9.3 When Licensee's patrons or invitees are outside of the Licensed Premises, they will not be considered "agents" of Licensee for purposes of the Indemnity provided in Section 9.1 above.

ARTICLE 10. INSURANCE

10.1 For purposes of this article, the term "County" shall include Broward County and its officials, officers, and employees.

10.2 Licensee shall maintain, at its sole expense and at all times during the Agreement Term (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit E, Minimum Insurance Requirements (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Licensee.

10.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A.M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit E, the applicable policies shall comply with the following:

10.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida.

10.3.2 County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

10.3.3 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

10.3.4 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner that would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

10.4 Within fifteen (15) calendar days following the Effective Date of this Agreement, Licensee shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the Project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying this Agreement, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance. Licensee may not commence

any work under this Agreement until its insurance, as applicable for the work to be performed, is in effect and approved by County's Risk Management Division.

10.5 Coverage is not to cease and is to remain in force until County determines all performance required of Licensee is completed. If any of the insurance coverage will expire prior to the completion of the Concession Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

10.6 Licensee shall provide County with thirty (30) calendar days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) calendar days' advance notice.

10.7 Licensee shall provide, within thirty (30) calendar days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Licensee may redact portions of the policies that are not relevant to the insurance required by this Agreement.

10.8 County and Licensee, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other Party and any of the other Party's contractors, Subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other Party.

10.9 Licensee shall require their respective Subcontractor(s) performing work at the Park to pay for, provide and maintain the insurance as noted below, as applicable to the project and endorse Licensee, and Broward County, Florida, as additional insureds under the Commercial General Liability policy. The insurance coverage shall be provided by companies authorized to do business in State of Florida with an AM Best rating of A- or better. Subcontractors shall furnish proof of insurance coverage within fifteen (15) calendar days prior to commencement of that Subcontractor's work on any Concession-related Improvements under this Agreement. For contracts over One Hundred Thousand Dollars (\$100,000) in estimated construction value, the coverage shall include, but not be limited to, the limits and coverage specified below, unless otherwise approved in advance by County:

- a. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, and all federal laws. The policy must include: Employers' Liability insurance coverage with a limit of One Hundred Thousand Dollars (\$100,000) each accident.
- b. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Two Million Dollars (\$2,000,000) per aggregate. The policy must be endorsed to name Broward County, Florida, and Licensee as additional insureds. Coverage shall include: Independent

Contractors, Products/Completed Operations, Explosion, Collapse and Underground Hazards Personal Injury, Broad Form Property Damage, Broad Form Contractual Coverage.

c. Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence and must include: Owned/Vehicles; Hired and Non-Owned Vehicles; and Employer's Non-Ownership.

d. Builder's Risk Insurance/Property Insurance/Installation Floater as a condition of beginning construction work. The coverage shall be an "All Risk Perils" completed value form extending coverage for existing structures. Licensee and Broward County, shall be named as an additional loss payee.

e. Professional Liability Insurance for Concession-related Improvements that require building permits and plans prepared and sealed specifically for same under the Florida Building Code, design and engineering contractors with minimum limits of One Million Dollars (\$1,000,000) per claim. The Policy shall include a three (3) year extended reporting period.

ARTICLE 11. DEFAULT AND REMEDIES; TERMINATION

11.1 For purposes of this Agreement, any of the following events shall constitute an "Event of Default":

a. Licensee's failure to pay the Annual Guarantee, any Quarterly Installment, sales and use tax, any accrued late fee, or interest on any of the foregoing, or any other sums payable to County hereunder, within ten (10) days after any such payment is due and payable ;

b. Licensee's failure to provide or maintain the Performance Deposit, which failure is not cured within ten (10) days after receipt of written notice from County of the default;

c. Licensee's failure to comply with any term of this Agreement, which failure is not cured within thirty (30) days after receipt of written notice from County, or in the case of any default which cannot be cured within thirty (30) days, if Licensee fails to proceed promptly and with good faith to begin to cure the default within thirty (30) days after receipt of written notice from County;

d. Licensee's failure to provide the monthly Affidavit, in the form attached as Exhibit D, to County as required under Section 14.4, which failure is not cured within ten (10) days after receipt of written notice from County of the default;

- e. Licensee voluntarily abandons, deserts, or vacates the Licensed Premises or ceases to operate and manage the Concession as provided herein for a period of thirty (30) consecutive days;
- f. Licensee's failure to complete with any of the Concession-related Improvements within the required time periods;
- g. If any representation or warranty made by Licensee in Article 8 of this Agreement is inaccurate;
- h. Any lien, claim, or other encumbrance is filed against the Licensed Premises that is not permitted by this Agreement, and is not removed or bonded as required by Section 29.5 or Section 29.18 of this Agreement;
- i. Licensee's failure to obtain and maintain Payment and Performance Bonds or such other form of security approved by County for any of the Concession-related Improvements;
- j. Licensee's repeated (whether negligent or intentional) submission of false or incorrect reports, or failure to observe or suitably perform any of the other material provisions of this Agreement;
- k. Licensee's failure to operate in a manner that serves "Park Purposes," as defined in Section 8.13, Broward County Charter;
- l. Licensee's failure to continuously perform in a manner calculated to meet or accomplish the objectives as set forth in this Agreement;
- m. If Licensee is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes;
- n. If Licensee provides a false certification submitted pursuant to Section 287.135, Florida Statutes;
- o. Upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes;
- p. Licensee becomes a debtor in, or the subject of, a voluntary or involuntary bankruptcy or receivership;
- q. Any of Licensee's officers or executives is indicted for a felony, charged with acts of moral turpitude, or engages in dishonesty, fraud, misconduct, or disreputable conduct that

adversely and materially impairs or impacts public access to the Park or the reputation, goodwill, or position of County or the Park; or

r. Licensee operates any outside business or business activity outside the scope of the Concession Services on the Licensed Premises.

11.2 Upon the occurrence of an Event of Default, or at any time thereafter during the continuance of an Event of Default, County may, at its sole option, exercise one or more of the following rights:

a. terminate the rights of Licensee under this Agreement by giving written notice in accordance with Section 28.8, in which case the Agreement and all rights of Licensee under the Agreement shall expire and terminate, and County shall be released and relieved of all liability under this Agreement;

b. sue Licensee for all damages, costs, and expenses arising from, or which are a proximate cause of, Licensee's Event of Default, and recover all such damages, costs, and expenses, including reasonable attorneys' fees at both trial and appellate levels;

c. restrain, by injunction, the commission or attempted commission of an Event of Default and obtain a decree specifically compelling performance of any such term or provision of this Agreement. Licensee acknowledges that County would not have an adequate remedy at law for an Event of Default and that injunctive relief or specific performance is required to protect the public from irreparable harm;

d. draw down on the Performance Deposit; and/or

e. exercise any and all other remedies available to County under this Agreement or at law or in equity.

In the event of any termination by County, County may accelerate and declare immediately due and payable all unpaid amounts due and other sums required to be paid under this Agreement for the remainder of the then-current Contract Year and for the next Contract Year. In addition, Licensee shall be liable for all damages incurred by County in connection with Licensee's Event of Default or the termination of this Agreement upon such an Event of Default, including without limitation, all direct damages, such as collection costs and reasonable attorneys' fees, as well as indirect, consequential, and all other damages whatsoever. The exercise by County of any right of termination shall be without prejudice to any other rights and remedies at law or in equity. No remedy herein confirmed upon or reserved to County is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative.

11.3 This Agreement may be terminated for cause by Licensee if County defaults in performing any material term of this Agreement and such default is not cured within thirty (30) days after receipt of written notice from Licensee, or in the case of any default which cannot be cured within thirty (30) days, if County fails to proceed promptly and with good faith to begin to cure the default within thirty (30) days after receipt of written notice from Licensee.

11.4 This Agreement may be terminated for convenience by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County terminates this Agreement under this provision, Licensee shall not be required to pay any further Quarterly Installment payments or any further payments for any Annual Guarantee from and after the date of termination specified in the County Administrator's notice. Within ninety (90) days after the date of effective date of termination set forth in the termination notice, County shall pay Licensee the amount expended by Licensee, and approved by County, for all Concession-related Improvements by Licensee during the Agreement Term, minus an annual depreciation percentage for each approved improvement based on a fifteen (15) year depreciation schedule (i.e., 6.67% per year).

11.5 Commencing in Contract Year 6, and for the remainder of the Agreement Term, either Party can terminate this Agreement for convenience by giving no less than nine (9) months written notice to the other Party. This time period may be extended up to an additional thirty (30) calendar days, at the terminating Party's sole discretion, if the non-terminating Party requests an extension in writing within sixty (60) days prior to the end of the nine (9) month period. A written request for an extension shall include sufficient explanation and documentation to allow the terminating Party to approve such extension. If County is the terminating Party, the County Administrator may, in the County Administrator's discretion, extend the date of termination for up to thirty (30) days. Licensee shall not be required to pay any further Quarterly Installment payments or any further payments for any Annual Guarantee from and after the date of termination specified in the written notice of termination. In the event County terminates this Agreement for convenience, within ninety (90) days after the date of effective date of termination set forth in the termination notice, County shall pay Licensee the amount expended by Licensee, and approved by County, for all Concession-related Improvements by Licensee during the Agreement Term, minus an annual depreciation percentage for each approved improvement based on a fifteen (15) year depreciation schedule (i.e., 6.67% per year).

11.6 Notice of termination shall be provided in accordance with Section 28.8, "Notices," of this Agreement except that notice of termination by the County Administrator that the County Administrator deems necessary to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

ARTICLE 12. RELEASE

12.1 The Park is a County Regional Park subject to Section 8.13, of the Charter of Broward

County, Florida. As such, the Park, including, but not limited to, the Licensed Premises, can only be used for Park Purposes as defined therein. Additionally, County intends for this Agreement to grant a license to Licensee to utilize specific County park property to provide the Concession, and not a lease providing Licensee with an interest in any County property. The license does not allow Licensee to operate, either directly or through any other entity, any other business activity at or from the Licensed Premises other than the Concession, except as permitted by this Agreement. If (a) use of the Park by Licensee shall be judicially determined to be in violation or contrary to Park Purposes, or (b) this Agreement shall be judicially determined to be a lease and not a license, and as a result County is in violation of Section 125.35, Florida Statutes, this Agreement may be terminated by either Party and each Party shall be released from any further obligation under this Agreement, except for any obligations that expressly survive termination as set forth in this Agreement.

12.2 If any activities permitted herein shall be disallowed by Applicable Law of any governmental agency with authority, Licensee shall immediately cease all disallowed activities. In such an event, if the governmental agency issues a notice of violation related to any activities permitted herein, Licensee shall take any and all actions deemed necessary by County to cure the violation. If Licensee is unable to cure any such violations to the satisfaction of such governmental agency within the time established for cure by such governmental agency, this Agreement may be terminated for convenience by County upon no less than thirty (30) days' notice to Licensee, and, upon termination, Licensee shall be released from any further obligations under this Agreement, except for any obligations that expressly survive termination as set forth in this Agreement.

12.3 In the event County terminates this Agreement as authorized by this article, Licensee hereby releases County, all County departments and divisions, and all County agents, officers, and employees (collectively, "Releasees") from any and all causes of action, claims, demands, and damages (collectively, "claims"), whether or not previously asserted, that Licensee has or may have against any or all of the Releasees, which claims relate to, arise from, or are in connection with this Agreement.

ARTICLE 13. LICENSEE'S CONCESSION OPERATIONS MANAGER

Licensee shall assign a full-time, qualified, and experienced operations or business manager ("Operations Manager") for operation of the Concession Services under this Agreement. The Operations Manager or the Operations Manager's authorized agent must be at least eighteen (18) years of age and be physically available at Butterfly World during Licensee's approved hours of operation. The qualifications of the Operations Manager or any authorized agent of the Operations Manager shall be submitted to the Contract Administrator upon request. When the Operations Manager is not available, Licensee, or the Operations Manager, shall designate an individual as Licensee's authorized agent who shall be responsible for the day-to-day operations of the Concession Services. The Contract Administrator shall be advised in writing of the name, address, and birth date of each Operations Manager and that Operations Manager's authorized

agents. Licensee shall endeavor to hire persons of good moral character and shall perform criminal background checks as provided in Article 14.

ARTICLE 14. CRIMINAL BACKGROUND SCREENING

14.1 Licensee shall perform criminal background screening as identified in Section 14.2 below on its officers, members, partners, employees, agents, Subcontractors, and volunteers who will be working on the Licensed Premises. Notwithstanding the foregoing, Licensee shall not be required to comply with the provisions for criminal background screening under this article for those independent vendors coming into the Park to make deliveries of goods, supplies, or materials for, or relating to, the Concession.

14.2 Licensee shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators website or the United States Department of Justice, National Sex Offender Public Website, to provide any services in the Park.

14.3 Licensee shall maintain copies of the results of the criminal background screening required by this article for the Agreement Term and promptly forward copies of same to County, upon its request.

14.4 Licensee shall be required to furnish to the Contract Administrator, on the first of every month, an affidavit, in the form attached as Exhibit D, ("Affidavit") affirming that the persons listed in the Affidavit have been background screened as required in Section 14.2 relating to sexual predator and sexual offender checks and have been deemed eligible by Licensee to work on the Licensed Premises. Licensee's first monthly Affidavit shall include all screened individuals and the screening results. Thereafter, the monthly Affidavit shall only be required to identify new persons who are providing any Concession Services under this Agreement who have been screened as required in Section 14.2 and deemed eligible to work on the Licensed Premises during that one-month period, and persons no longer providing services under this Agreement on the Licensed Premises. The Contract Administrator may, in his or her discretion, permit Licensee to furnish the monthly Affidavit in an electronic format. Licensee's officers, members, partners, employees, agents, Subcontractors, and volunteers subject to the criminal background screening under this Agreement shall be rescreened annually based on the date of initial screening.

14.5 In the event Licensee obtains, or is provided, supplemental criminal background information, including police reports and arrest information, that potentially disqualifies a person previously deemed eligible by Licensee to provide services under this Agreement, Licensee shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made, Licensee shall immediately cease allowing the person to work on the Licensed Premises. Additionally, Licensee shall be required to inform any person

background screened pursuant to this article who is providing any Concession Services under this Agreement, to notify Licensee within twenty-four (24) hours of any arrest related to sexual misconduct that has occurred after the person was deemed eligible to work on the Licensed Premises.

14.6 Licensee shall, by written contract, require its Subcontractors who work on the Licensed Premises to agree to the requirements and obligations of this article.

14.7 County may terminate this Agreement immediately for cause, with written notice provided to Licensee, for a violation related to Licensee's failure to perform the required background screening on its officers, members, partners, employees, agents, Subcontractors, and volunteers who will be working under this Agreement on the Licensed Premises. County may also terminate this Agreement immediately for cause, with written notice provided to Licensee, if County determines Licensee failed to ensure that its Subcontractors have been background screened as required in this article prior to performing any Concession Services on the Licensed Premises. Licensee will not be subject to immediate termination in the event County determines a violation of this article was outside the reasonable control of Licensee, and Licensee has demonstrated to County compliance with the requirements of this article.

14.8 County may terminate this Agreement for cause if Licensee fails to provide the monthly Affidavit to County as required under Section 14.4, and Licensee does not cure said breach within five (5) calendar days after written notice provided to Licensee by County in accordance with Section 28.8, "Notices," of this Agreement.

ARTICLE 15. AUDIT

15.1 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Licensee and its Subcontractors that are related to (i) Capital Expenditures claimed by Licensee as fulfilling its obligations to construct and implement Concession-related Improvements, (ii) the number of persons paying for admission to the Licensed Premises, and (iii) progress and final payments made or owed to persons or business entities who would be able to assert a construction payment claim on the surety bond or other financial assurance posted to assure payment of such matters. Licensee and its Subcontractors shall keep such books, records, and accounts as may be necessary, including, but not limited to hard copy and electronic records, written policies and procedures, time sheets (Licensee only), payroll records and registers (Licensee only), cancelled payroll checks (Licensee only), estimating work sheets, correspondence, invoices and related payment documentation, insurance rebates and dividends, and any other records in order to record complete and correct entries to document activities and performance pursuant to this Agreement, including, but not limited to, detailed attendance records showing the number of attendees categorized by group, use of Park shelters, construction cost audits, Capital Expenditures, and related supporting information. Licensee shall require its Subcontractors to have provisions in their agreements with Licensee

concerning the requirements of this paragraph. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Licensee or its Subcontractor shall make same available in written form at no cost to County. The form, format, and program of all such records, cash registers, tapes, books, ledgers, journals, sales slips, and invoices, installed or used for recording the operations of Licensee under this Agreement shall be subject to the approval of the Contract Administrator prior to commencement of and during operations of the Concession Services. County and the Contract Administrator reserve the right to reasonably modify the reports and records requirements under this Agreement. The record keeping period and requirements under this Agreement will comply with the then-current Internal Revenue Service guidelines.

Licensee and its Subcontractors shall preserve and make available, at reasonable times, which shall include Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., and with reasonable prior notice, within Broward County, Florida, the records that are required by this Agreement to be given to County for examination and audit, all records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Licensee hereby grants County the right to conduct such audit or review at Licensee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. County may, without limitation, verify information and amounts through interviews, written affirmations, and on-site inspection with Licensee's key personnel, Subcontractors, vendors, or other labor.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Licensee in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Licensee in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Licensee.

Licensee shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

ARTICLE 16. QUALITY OF SERVICES

16.1 Licensee's employees, agents, representatives, Subcontractors, volunteers, or others involved in the maintenance or operation of the Concession Services shall perform their respective duties in an efficient and courteous manner. A consistent failure of any of these

persons to do so shall be grounds for the removal of such person from any duties performed under this Agreement by Licensee, or by the Contract Administrator, if after reasonable notice from the Contract Administrator, Licensee fails to take the necessary steps to correct the cause of such objection.

16.2 Licensee shall provide sufficient and adequate staffing necessary for operation of the Concession Services during its hours of operation at the Park. Licensee's operations on the Licensed Premises shall not unreasonably interfere with the public's use of other areas or amenities in the Park or infringe upon the normal operations of any parties authorized as of the Effective Date of this Agreement to conduct business near the Licensed Premises.

16.3 Licensee shall furnish good, prompt, and efficient service adequate to meet all reasonable demands for such service. The Contract Administrator may periodically evaluate Licensee's performance under this Agreement and recommend that Licensee modify its operations in order to furnish good, prompt, and efficient service. The implementation by Licensee of any recommendations of the Contract Administrator shall not be unreasonably withheld.

16.4 Licensee shall ensure that its employees and volunteers will be distinctively uniformed and appropriately attired in a neat and professional manner that distinguishes Licensee's employees from the Park employees, using attire, such as shirts with distinctive Licensee logo, name tags, and matching slacks or shorts.

16.5 Licensee shall ensure that all sounds or noise, including, but not limited to, music generated within the Licensed Premises or caused by Licensee or emanating from within the Licensed Premises and that is plainly audible at the boundary of the Licensed Premises, shall be kept to reasonable levels, as determined by the Contract Administrator, so as not to present a nuisance to the residents in adjacent properties or any Park patrons, and such sounds or noise must be eliminated or levels reduced by Licensee at the request of the Park manager. Licensee shall cause the immediate cessation of any noise, music, or other sound emanating from within the Licensed Premises that is deemed offensive, distracting, or disturbing by the Contract Administrator, in the Contract Administrator's sole determination.

16.6 The Contract Administrator has the discretion to require changes in Licensee's scheduling of any trash hauling, construction-related activities for any of the Concession-related Improvements, Subcontractor repair work, deliveries, and parking, if deemed necessary, to enable other concessionaires at the Park to also have quiet enjoyment of their respective concession premises. Licensee shall bear all costs and expenses associated with implementing any required such changes.

16.7 Prices charged to the public by Licensee for admission to the Concession shall be competitive with admission prices charged by members of the Florida Attraction Association of which Licensee is a member. The initial prices and items for sale or rent for the Concession

Services are included in Exhibit J, Pricing of Items for Sale or Rent. Licensee shall not change the admission prices set forth in Exhibit J without prior written notice to the Contract Administrator at least forty-five (45) days before any changes are made. The Contract Administrator will notify Licensee of any changes to County's schedule of fees charged to all Parks patrons within fifteen (15) days prior to the effective date of the changes.

ARTICLE 17. OPERATING SCHEDULE

17.1 Licensee shall operate the Concession Services during the hours of operation set forth in Exhibit A, Scope of Services, weather permitting, or such other hours of operation requested in writing by Licensee and approved in writing by the Contract Administrator. The Contract Administrator shall review any changes proposed by Licensee to the schedule within ten (10) business days after receipt of such proposed changes. The reasons for any non-approval shall be set forth in writing no later than ten (10) business days after receipt of any such request. In the event any written notice of non-approval is not mailed or otherwise transmitted to Licensee within the ten (10) day period, County shall be deemed to have approved the proposed changes to the schedule.

17.2 The Contract Administrator may, upon written notice to Licensee, require a change in the daily hours, or the number of days per week, of operation of the Concession, for any public safety reasons described in Section 17.3 below, or in response to any neighborhood residential concerns.

17.3 In the event County determines, in its sole discretion, that it is necessary to protect the health, safety, or welfare of the public, or if County is required by any governing authority to undertake a mandatory closure of the Park, or any portion thereof, or to cancel activities, in whole or in part, based upon the occurrence of acts of nature or other circumstances that may pose a public safety hazard, County may close the Park, or any portion(s) thereof, change the hours of operation, or cancel any activities within the Park that may impact the approved hours of operation for the Concession Services. The Contract Administrator shall provide the Designated Representative with oral notice of the changes, which shall be promptly confirmed by e-mail to the individual listed for Licensee under Section 28.8, "Notices," of this Agreement. County shall not be liable for any lost revenues or business activities resulting from the adjusted hours of operations of any Concession Services at the Park. The Parties recognize that the care and maintenance of the birds, butterflies, plants and other flora and fauna require daily care and maintenance, and that this care and maintenance is of paramount importance to their survival. County shall allow Licensee access to the Licensed Premises not later than the same time as County Park personnel are permitted access to the Park. Licensee's obligations to County, other than payment of the Annual Guaranty and any other sums due County from Licensee, shall be suspended during any period of closure that exceeds five (5) days; provided, however, if the closure period exceeds thirty (30) days, this Agreement shall, at the option of Licensee, terminate and the Parties shall thereafter be released of all further obligations to each other, except for those obligations that expressly survive such termination.

ARTICLE 18. FACILITIES AND SERVICES PROVIDED BY COUNTY

County shall provide the following facilities and services during the Agreement Term, as existing on the Effective Date of this Agreement, and in an "as is" condition:

- a. Electrical connections and infrastructure up to and including the present location of the meter outside of the Licensed Premises. Licensee shall have the right, license, and privilege to maintain, construct, reconstruct, and repair such infrastructure between the meter and the Licensed Premises as part of this Agreement;
- b. Water connections and infrastructure up to and including the meter outside of the Licensed Premises. Licensee shall have the right, license, and privilege to maintain, construct, reconstruct, and repair such infrastructure between the meter and the Licensed Premises as part of this Agreement;
- c. Sewage connections and infrastructure up to the buildings within the Licensed Premises;
- d. Nonexclusive general parking in the shared parking lot adjacent to the Concession building for Licensee, its partners, members, officers, employees, agents, Subcontractors, patrons, invitees, suppliers of services, and furnishers of materials, with the Contract Administrator and Licensee closely interacting and cooperating regarding any special parking needs of the County or Park visitors or patrons. County shall also provide Licensee with reasonable access to other areas of the Park, as provided elsewhere in this Agreement, for the installation of fiber optic cable, other cable, and conduit, should Licensee determine to construct same.

ARTICLE 19. DAMAGES; LIABILITY FOR DAMAGE OR INJURY

19.1 Licensee shall be responsible to timely repair any and all damage to the Licensed Premises, Concession-related Improvements, and Licensee's Personal Property (as defined in Section 23.3), caused by Licensee, its partners, members, officers, employees, agents, Subcontractors, patrons, or invitees; however, County, in its sole option, may elect to repair any such damage to the Licensed Premises and the Park and, thereafter, invoice Licensee for all of County's costs incurred in repairing such damage. In such an event, Licensee shall pay County within thirty (30) calendar days after receipt of such invoice.

19.2 County shall repair any and all damage to the Licensed Premises and the Park, Concession-related Improvements, and Licensee's Personal Property, caused solely by County, its officers, employees, contractors, or agents.

19.3 County shall not be liable for any damage or injury that may be sustained by any person(s) resulting from Licensee's operations or the Concession Services under this Agreement or occurring on the Licensed Premises. Licensee shall not be liable for any damage or injury that may be sustained by any person(s) resulting solely from County's operations or services in the Park.

19.4 Licensee shall be responsible to timely repair any and all damage to the portion of the Park that is outside of the Licensed Premises, which damage is caused by Licensee, its partners, members, officers, employees, agents, or Subcontractors; however, County, in its sole option, may elect to repair any such damage and thereafter invoice Licensee for all of County's costs incurred in repairing such damage. Licensee shall pay County within thirty (30) calendar days after receipt of such invoice. When Licensee's patrons or invitees are outside of the Licensed Premises, they will not be considered "agents" of the Licensee for purposes of this Section 19.4.

ARTICLE 20. EMERGENCY PREPAREDNESS PLAN

The Contract Administrator and the Designated Representative shall cooperate to develop an Emergency Preparedness Plan ("Plan") consistent with the Division's emergency preparedness and operations plans for the Park, which Plan shall include County's and Licensee's planning and response roles. The Plan shall include detailed procedures of actions that Licensee must take to protect or remove Licensee's Personal Property if a severe storm or hurricane warning is issued that may impact the Licensed Premises, and such Plan must be provided to the Contract Administrator by May 1 of each Contract Year. In addition, Licensee shall provide to the Contract Administrator an emergency plan and procedures for handling any injuries received by patrons while on the Licensed Premises. The Contract Administrator and the Designated Representative shall cooperate to review and periodically update the Plan.

ARTICLE 21. INSPECTION BY COUNTY

County shall have the authority to make periodic reasonable inspections of the Licensed Premises, equipment, and operations during normal operating hours to determine if such premises, equipment, and operations are being maintained or conducted in accordance with this Agreement, or to determine whether Licensee is operating in compliance with the terms of this Agreement. All inspections shall be conducted in a manner so as not to interfere with the normal operations of the Concession. The Contract Administrator or the Contract Administrator's designee may inform the Designated Representative of any action(s) necessary to correct deficiencies. Licensee shall take such reasonable action as is necessary to address written deficiencies, or shall explain in writing to the Contract Administrator why it believes it is not deficient. If Licensee's written explanation is not accepted by the Contract Administrator, Licensee shall promptly take action to address the deficiencies to Contract Administrator's reasonable satisfaction.

ARTICLE 22. EMERGENCY REPAIRS BY COUNTY

County shall have the absolute right to make emergency repairs to any of the Park's facilities and the Licensed Premises under this Agreement, free from any and all liability to Licensee for loss of business or damages or any nature whatsoever during the making of such emergency repairs, except for such damage caused solely by the negligence or intentional misconduct of County. The Contract Administrator or the Contract Administrator's designee shall provide Licensee with reasonable advance notice of any emergency repairs by County, depending on the circumstances at the time of the emergency.

ARTICLE 23. SURRENDER; ACCEPTANCE OF SURRENDER; REMOVAL OF PROPERTY FOLLOWING EXPIRATION OR EARLIER TERMINATION OF AGREEMENT

23.1 Upon expiration of the Agreement Term or earlier termination of this Agreement, Licensee shall promptly yield, deliver peaceably, and surrender possession of the Licensed Premises, including the Concession building and the Concession-related Improvements located thereon, to County in good condition, reasonable wear and tear excepted. Upon the expiration of the Agreement Term or earlier termination of this Agreement, all of the Licensed Premises, including the Concession building and Concession-related Improvements located thereon, including permanent fixtures, shall be free and clear of all liens, encumbrances, security interests, and rights of other occupants legal or otherwise.

23.2 No agreement of surrender or agreement to accept surrender of this Agreement prior to the expiration of the Agreement Term shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of County and Licensee in a document of equal dignity and formality herewith. Except as expressly provided in this Agreement, no act or omission by any of the officers, agents, or employees of County shall be deemed an acceptance of surrender.

23.3 On or prior to the expiration of the Agreement Term or earlier termination date of this Agreement, Licensee shall remove all of its personal property, including, but not limited to, its collection, displays, laboratory contents, birds, butterflies, office contents, records, data, equipment, inventories, materials, supplies, and its other personal property ("Personal Property"), and trade fixtures from the Licensed Premises. If Licensee does not so remove its Personal Property and trade fixtures, after thirty (30) calendar days following said expiration or earlier termination, such property shall be deemed abandoned by Licensee and, at County's sole option: (a) title to same shall vest in County, at no cost to County; or (b) County may remove such property to a public warehouse for deposit; or (c) County may retain same in its own possession and sell same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage, and sale; and second to any sums owed by Licensee to County; or (d) County may dispose of such property in any manner permitted by law. If the expenses of removal, storage, and sale exceed the proceeds of sale, Licensee shall pay such excess to County upon

demand. Licensee shall further release County from any and all liability for removal and disposal of any such Personal Property and trade fixtures. The insurance requirements under Article 10 shall remain in effect during such period of time necessary for Licensee to remove its Personal Property and non-capital improvements as provided in this section. Additionally, Licensee's indemnification requirements under this Agreement shall survive expiration or earlier termination of this Agreement for the purposes described under this section.

ARTICLE 24. CONSENT AND APPROVALS

24.1 The Contract Administrator reserves the right to approve all matters specifically referenced in this Agreement related to the day-to-day operations of Butterfly World.

24.2 Where this Agreement requires the consent or approval of Licensee, and the Agreement does not identify the person or entity who shall be authorized to grant such consent or approval, such consent or approval shall be granted by Licensee's Designated Representative.

24.3 Except as otherwise specifically provided for with respect to any particular type of consent or approval, all consents or approvals required by either Party shall not be unreasonably withheld, conditioned, or delayed. In all cases where a consent or approval is required of either Party and such consent or approval is expressly stated to be within a Party's sole discretion to grant, the decision shall in all cases be made with the exercise of good faith and fair dealing.

24.4 Licensee, its employees, agents, Subcontractors, patrons, and invitees shall not conduct any activity on the Licensed Premises or in the Park that is not specifically authorized under this Agreement, unless approved by the Contract Administrator or such other authority for County, as appropriate.

ARTICLE 25. OWNERSHIP OF LICENSEE

25.1 The ownership of Licensee is very important to County. Except as provided in Section 25.3 below, any transfer of a majority interest in ownership of Licensee must be approved by the Board. The Board shall have the right to reject any proposed new owner on any reasonable grounds. If Licensee notifies the Contract Administrator in writing of its intent to seek Board approval of a transfer of a majority interest in ownership of Licensee, the Contract Administrator shall provide written notification to Licensee setting forth the information and documentation required to be provided to County as part of any request for approval. Except as provided in Section 25.3 below, County reserves the right to terminate this Agreement immediately, with written notice to Licensee, any time there is a change in the majority interest in ownership of Licensee that has not been specifically approved by the Board. Licensee shall provide to the Contract Administrator, within three (3) business days after receipt of written notice from the Contract Administrator requesting same, an accurate list of all owners of Licensee that shows the percentage of ownership of each owner.

25.2 Except as provided in Section 25.3, if Licensee: (a) sells or transfers substantially all of its assets that relate to performance under this Agreement, (b) sells or transfers a controlling interest in Licensee (whether by sale of stock, membership interest, partnership interest, or any other method); or (c) transfers existing management of the operations of Licensee to an individual or an entity not otherwise involved in the management of Licensee's operations as of the Effective Date, Licensee shall pay to County an exit fee of five percent (5%) of the gross consideration received by Licensee or the selling party. Licensee shall provide a copy of the agreement with the third party relating to such transaction showing the consideration being paid, along with a copy of any corporate documents evidencing the transaction, and the exit fee described in this section at the time of the closing of the transaction.

25.3 Permitted Transfers. All, or any part of, the interest of a general or limited partner of Licensee may be transferred by gift or otherwise to any partner or to a Related Party of said general or limited partner ("Permitted Transferee"). Related Party means Ronald Boender, Grace Boender, Clive Farrell, and their spouses or some or all of the foregoing (collectively, "Primary Individuals"), a descendant or issue of any Primary Individual, any spouse of such descendant or issue, or an estate or trust, the primary beneficiaries of which are one or more of the Primary Individuals, one or more of such descendants or issue or spouses of such descendants or issue, or a corporation or limited partnership or limited liability company or trust, the majority equity of which is owned by one or more of such Primary Individuals, one or more of such descendants or issue, or spouses of such descendants or issue, or a trust created by one or more of such Primary Individuals, such descendants or issue or spouses of such descendants or issue, or of which one or more Primary Individuals, such descendants or issue or spouses of such descendants or issue are the primary beneficiaries. For the purpose of this Agreement, issue or descendant shall include adopted persons whether such persons are adopted before or after the Effective Date. A Permitted Transferee shall also include a conversion of the limited partnership (of Licensee) to any form of business entity under Florida Law where the majority interest before and after conversion are owned by a partner of the limited partnership or by a Related Party.

ARTICLE 26. PERFORMANCE DEPOSIT

Prior to commencement of any of the Concession Services under this Agreement, Licensee shall deposit with the Contract Administrator a total performance deposit in the amount of Thirty Thousand Dollars (\$30,000) ("Performance Deposit"), to be held by County as security for the full and faithful performance of Licensee's obligations under this Agreement. The Performance Deposit may be in the form of cash, money order, cashier's check, or irrevocable letter of credit in a form acceptable to County. In the event County draws down on the Performance Deposit, Licensee shall replenish the amount of funds drawn down so that the Performance Deposit at all times is not less than Thirty Thousand Dollars (\$30,000). Any portion of the Performance Deposit may be applied towards any payments due and owing County or for damages caused by Licensee under this Agreement. Subject to County's audit as described in Article 15 and such other reports

required under this Agreement, County shall within sixty (60) calendar days after expiration or earlier termination of this Agreement, remit or authorize release of the Performance Deposit to Licensee. If County holds the Performance Deposit in cash, it shall be held without interest paid to Licensee.

ARTICLE 27. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

27.1 No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Licensee shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

27.2 Licensee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing the Concession Services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Licensee shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

27.3 Although no CBE goal has been established for this Agreement under County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, County encourages Licensee to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 28. MISCELLANEOUS

28.1 Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of County under this Agreement.

28.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Licensee in connection with the Concession or in performing the Concession Services under this Agreement shall be remain owned by Licensee, including, but not limited to, its intellectual property. Any construction drawings, plans, or as-built drawings for any of the improvements on the Licensed Premises that are in the possession of Licensee shall be given to County upon demand.

28.3 Public Records. To the extent Licensee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Licensee shall:

28.3.1 Keep and maintain public records required by County to perform the services under this Agreement;

28.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

28.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

28.3.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Licensee or keep and maintain public records required by County to perform the services. If Licensee transfers the records to County, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt. If Licensee keeps and maintains the public records, Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, which will be responsible for responding to any such public records requests. Licensee will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Licensee contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET" by Licensee. In addition, Licensee must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Licensee as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Licensee. Licensee shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, DANWEST@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

28.4 Independent Contractor. Licensee is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or any other relationship between the Parties. In providing Concession Services under this Agreement, neither Licensee nor its agents shall act as officers, employees, or agents of County. Licensee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

28.5 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement. County has not assigned or delegated to Licensee County's sovereign status, or County's legislative, rule-making, executive, administrative, or quasi-judicial or other governmental authority, or any of County's public purposes or functions, and all of the foregoing are expressly reserved and retained by County. Licensee's contracted performance is not a part of any County's decision-making process. In performing this Agreement, Licensee is not acting, and shall never be deemed acting, on behalf of County. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

28.6 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County, nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

28.7 Third-Party Beneficiaries. Neither Licensee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

28.8 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Broward County Parks and Recreation Division
Attention: Director
950 NW 38th Street
Oakland Park, Florida 33309
Email address: danwest@broward.org

For Licensee:

Meta Science, Inc., General Partner
Mary Jane Vanden Berge
4020 NE 17th Terrace
Oakland Park, Florida 33334
Email address: maryjvandenb@gmail.com

28.9 Assignment.

28.9.1 Except for Permitted Transferees as provided by Section 25.3 and subcontracting approved in writing by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, pledged or encumbered by Licensee, including by consolidation, dissolution, or operation of law, without the prior written consent of County, which consent shall be in County's sole discretion. Any purported assignment, transfer, change in control, or encumbrance in violation of this section will be void. If Licensee violates this provision, County shall have the right to immediately terminate this Agreement, in addition to any remedies at law or in equity.

28.9.2 In order to determine whether to grant the consent required in this section, County shall have the right to evaluate, examine, and audit the financial records, litigation history, performance history, and references of any individual or entity to whom Licensee intends to transfer or assign any right or interest in this Agreement ("Diligence Materials"). Licensee shall provide (or cause the proposed transferee/assignee to provide) the Diligence Materials within seven (7) days after written request by County. County will review the Diligence Materials and provide a response to the request within ten (10) business days after receipt of the Diligence Materials. County's failure to timely respond shall not operate as consent.

28.9.3 If Licensee requests County's consent to an assignment or transfer in accordance with this section, Licensee shall make such request in writing and pay County a fee equal to Five Thousand Dollars (\$5,000) to compensate County for its administrative and legal costs associated with review of Licensee's request for assignment or transfer. Licensee shall provide to County a copy of the transfer/assignment or other agreement and a copy of the closing statement and shall make payment of the fee provided in this section at the time of making its request for County's consent to the proposed assignment.

28.10 Conflicts. Neither Licensee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Licensee's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Licensee's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Licensee is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Licensee or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Licensee is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Licensee shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Licensee.

28.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties, and further, the Parties agree that in light of the provisions of this Agreement, no part of the economic terms of this Agreement is a gift or subsidy, and each Party agrees that there is fair and adequate consideration to support the terms of this Agreement. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any default or breach of a provision of this Agreement shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

28.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. If, however, the clause determined to be invalid materially affects the performance of the Parties, or materially impacts the Parties' expectations or positions with respect to the Agreement, then either Party may terminate the

Agreement, and thereafter, both Parties shall be released from any further obligations to each other except for those obligations that survive termination of this Agreement.

28.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

28.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any notices, requests, approvals, or consents to be given or made under this Agreement shall be in writing.

28.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 29 of this Agreement, the provisions contained in Articles 1 through 29 shall prevail and be given effect.

28.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LICENSEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

28.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared

with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Licensee.

28.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

28.19 Payable Interest.

28.19.1 Payment of Interest. County shall not be liable to pay any interest to Licensee for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Licensee waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

28.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

28.20 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

28.21 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Licensee as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Licensee shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibit A.

28.22 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and 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

28.23 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Licensee certifies that it has a drug-

free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

ARTICLE 29. CONCESSION-RELATED IMPROVEMENTS

29.1 Annual Capital Expenditure Guarantees. Licensee shall install Concession-related Improvements on the Licensed Premises, in a minimum amount of One Hundred Thousand Dollars (\$100,000) each Contract Year, in accordance with the Capital Improvement Plan. The Capital Improvement Plan for proposed Concession-related Improvements for the Initial Term is set forth in Exhibit C, Concession-related Improvements Projects.

29.2 Capital Improvement. No less than thirty (30) days after the end of each Contract Year, Licensee shall prepare and submit to the Contract Administrator for approval, an updated Capital Improvement Plan setting forth proposed Concession-related Improvements for the remainder of the Agreement Term. Approval of the annual updated Capital Improvement Plan by the Contract Administrator shall not be unreasonably withheld. Licensee's annual updated Capital Improvement Plan may include modifications to the list of Concession-related Improvements previously approved by County, so long as the minimum annual amount required by Licensee to be expended for Concession-related Improvements remains the same.

Following approval by the Contract Administrator of each annual updated Capital Improvement Plan, the Parties shall set forth such changes to Exhibit C and any related changes to Exhibit F in a schedule to the Agreement, which schedule must be signed by both parties and shall function as an amendment to Exhibit C and, if applicable, to Exhibit F. The Contract Administrator is authorized to execute the revised Exhibit C and Exhibit F consistent with the provisions in this Section 29.2. Each annual update to the Capital Improvement Plan shall be comprised of new or refurbished improvements for the Concession Services to be provided by Licensee and shall not include any maintenance or repair projects for any existing improvements. Each annual update to the Capital Improvement Plan shall include the specific improvement, the estimated cost, and the estimated time for commencement and completion of the construction or installation activities for such improvement.

29.3 Phases. The Concession-related Improvements under the Agreement shall be completed in the phases described more fully in Exhibit F. A table of the various phases and associated deliverables (including completion timeframes) is set forth in Exhibit F, Project Phases and Deliverables.

29.4 Licensee shall ensure that all Concession-related Improvements or other improvements under the Agreement are completed to meet the following requirements (where applicable to the specific improvement in question):

29.4.1 Are structurally sound and safe for human occupancy, and free from any hazards, pursuant to all applicable local, state, and federal requirements (the receipt of a Certificate of Completion or Certificate of Occupancy from the Building Official with jurisdiction shall be satisfactory evidence of meeting this requirement);

29.4.2 Provide sufficient clearance for any deliveries, use of equipment, or otherwise, so as to not interfere with the Park's operations and arriving and departing vehicles;

29.4.3 Are of high quality, safe, fire resistant, and attractive in appearance consistent with the guidelines of the NatureScape program with the goal of 100% of exterior landscaping used being native to South Florida;

29.4.4 Are completed in an environmentally conscientious LEED-certified manner to the extent possible and commercially practicable;

29.4.5 Comply with all local, state, and federal regulations (the receipt of a Certificate of Completion or Certificate of Occupancy from the Building Official with jurisdiction shall be satisfactory evidence of meeting this requirement); and

29.4.6 Comply with the terms of the Agreement.

29.5 All Concession-related Improvements made by Licensee under the Agreement shall be at all times free and clear of all liens, claims, and encumbrances. If any lien or notice of lien shall be filed against any of the Concession-related Improvements, Licensee shall, within thirty (30) calendar days after notice of the filing of any lien, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. The provisions hereof shall not apply to any financing security interest for the purchase or construction of any movable equipment or trade fixtures installed at or within the Licensed Premises.

29.6 Licensee shall not commence any construction or installation at the Park for the Concession-related Improvements described in Exhibit C until the applicable architectural and engineering design plans and specifications have been reviewed and approved by the Contract Administrator and all applicable permits have been obtained. The plans and specification must be certified and signed and sealed by an architect or an engineer licensed to practice in Florida and must consist of the following: (a) working drawings; (b) technical specifications; (c) construction and installation schedule pre-coordinated with the Contract Administrator; (d) a list of the specific Concession-related Improvements, furnishing, equipment and fixtures; (e) schedule of finishes and graphics; (f) a certified estimate of the design, development, and construction costs; and (g) such other information as may be reasonably required by the Contract Administrator (collectively "Plans and Specifications"). The Contract Administrator shall review and comment on the Plans and Specifications submitted by Licensee within thirty (30) business days after submittal. If the Contract Administrator does not approve the Plans and Specifications,

Licensee shall respond to the Contract Administrator's comments within thirty (30) business days and resubmit the Plans and Specifications to the Contract Administrator. The Contract Administrator shall review and comment on any resubmitted Plans and Specifications within fifteen (15) business days. If the Contract Administrator does not approve the resubmitted Plans and Specifications, the process set forth above shall continue until the Plans and Specifications are approved. The final Plans and Specifications approved by the Contract Administrator for the applicable Concession-related Improvements are collectively referred to hereinafter as the "Approved Plans." Any failure by the Contract Administrator to approve the submitted Plans and Specifications (whether initial or as revised) within the applicable time period will not be deemed approval of the Plans and Specifications by Contract Administrator.

29.7 Licensee shall provide a copy of all construction plans and specifications and other documents required to be submitted to the City of Coconut Creek Building Official that are prepared for building permit application purposes to the Contract Administrator for the purpose of allowing the Contract Administrator to review same for consistency with the Approved Plans. For work that does not require permits from any governmental entity, the Contract Administrator may, in the Contract Administrator's sole discretion, accept sketches instead of Plans and Specifications.

29.8 Licensee shall obtain and deliver to County Performance and Payment Bonds or such alternate form of security for the applicable Concession-related Improvements in accordance with Article 26 of the Agreement.

29.9 Licensee shall, at its sole cost, install all furnishings and improvements that are necessary for operation of the Concession Services under the Agreement.

29.10 All construction or installation work for Concession-related Improvements under the Agreement shall be in accordance with the Approved Plans. No Concession-related Improvement work may be performed on the Licensed Premises except pursuant to the Approved Plans. No material changes shall be made to any Approved Plans without the prior written approval of the Contract Administrator, which approval shall not be unreasonably withheld or delayed. Any change that requires the issuance of a building permit or modifies an existing building permit shall be considered a material change. If any construction or installation work is performed that includes a material change to the Approved Plans without the Contract Administrator's approval, Licensee shall, at its sole cost, and at the direction of the Contract Administrator, remove any work that is started or completed without Approved Plans and restore the Licensed Premises to the prior condition within a reasonable time period to be determined by the Contract Administrator.

29.11 Any Concession-related Improvements performed by Licensee that require construction Plans and Specifications, including without limitation "as-built" plans, shall not identify any conduit ducts for cable, telecommunications, electric service, and the like by any specific

company name, and such plans shall identify the purpose of such conduits by generic reference only, including without limitation, "phone conduit," "telecommunications conduit," or "power conduit." Licensee shall provide County with "as-built" computer-assisted drawings (CAD) in accordance with the requirements set forth in Exhibit I, in connection with each Concession-related Improvement completed pursuant to each 10-year Capital Improvement Plan.

29.12 All improvements, installation, equipment, and interior design and decor for Concession-related Improvements constructed or installed by Licensee, including the Plans and Specifications relating to same, shall conform to all Applicable Laws and regulations. The approval by County of any plans, specifications, or designs shall not constitute a representation or warranty as to conformity of the same to Applicable Laws, and the responsibility for compliance shall at all times remain that of Licensee.

29.13 In addition to the Contract Administrator's approval, Licensee shall obtain all necessary governmental approvals for the Approved Plans. Any work impacting any portions of the Park, other than the Licensed Premises, shall be performed within schedules approved by the Contract Administrator to minimize any interruptions to the Park's operations or maintenance. Licensee and the Contract Administrator shall closely cooperate in planning and scheduling construction-related activities in the Park. Licensee shall ensure that during any temporary closure of the restrooms on the Licensed Premises due to construction activities, ADA-compliant portable restrooms shall be provided. County has the authority to review and approve the bids that come in, such as checking references, reviewing the bid pricing, or inspecting the progress of the work.

29.14 Licensee and any of its Subcontractors providing any of the Concession-related Improvements at the Park shall meet with the Contract Administrator in periodically scheduled meetings to assess the current status of completion of the applicable improvements.

29.15 All structures, permanently-affixed fixtures, and other improvements existing on the Effective Date of the Agreement, as well as any Concession-related Improvements (except trade fixtures and equipment not permanently affixed, and any other Personal Property of Licensee and its agents) following construction or installation and approval by County, respectively, shall be Licensee's property during the term of this Agreement. Licensee is responsible for maintaining, repairing, and replacing its equipment and improvements at Licensee's sole cost. Fire/smoke alarm system inspections within the Licensed Premises are Licensee's responsibility. Upon the expiration or earlier termination date of the Agreement, all such improvements and installations shall become County property. Additionally, any items including, but not limited to, fixtures or other improvements that are nailed, bolted, stapled, or otherwise affixed to the Licensed Premises and that are not readily removable shall be considered capital improvements or permanent fixtures and shall remain on the Licensed Premises following the date of expiration or earlier termination of the Agreement. If any Personal Property of Licensee, including, without limitation, furnishings, trade fixtures, or equipment is removed by Licensee or its agents, Licensee shall restore any damage to the Licensed Premises with a reasonable time period determined by

the Contract Administrator. All utilities conduits and meters from the stub (if existing) shall be installed by Licensee or its agents, at their expense, including without limitation, cable, water, electric, and telecommunications. Such conduits and meters shall be deemed improvements and shall, upon the date of expiration or earlier termination of the Agreement, become County property.

29.16 Substantial Completion of Concession-related Improvements. Substantial Completion of Concession-related Improvements shall mean the date, as certified in writing by Licensee and, if Plans and Specifications were prepared by an architect or engineer, the architect or engineer that prepared the Plans and Specifications, and as finally determined by the Contract Administrator in his or her sole discretion, that the Concession-related Improvements, or any applicable portion thereof, are at a level of completion in substantial compliance with the Approved Plans ; all conditions of the permits and regulatory agencies have been satisfied; the improvements can be used or operated in all respects for their intended purpose; and proof of same has been provided to the Contract Administrator. A Certificate of Occupancy ("CO"), Temporary Certificate of Occupancy ("TCO"), or such other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator in his or her sole discretion, must be issued for Substantial Completion to be achieved; however, the issuance of a CO or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

In the event that a CO or other permitting approval is not required for construction or installation of any of the Concession-related Improvements, "Substantial Completion" shall mean the date, as certified in writing by Licensee and as finally determined by the Contract Administrator in the his or her sole discretion, that the applicable Concession-related Improvements, or any portion thereof, are at a level of completion in substantial compliance with the Approved Plans, such that the improvements can be used or operated in all respects for their intended purpose, and proof of same has been provided to the Contract Administrator.

29.17 Final Completion of Concession-related Improvements. Final Completion of Concession-related Improvements shall mean the date certified in writing by Licensee and, if Plans and Specifications were prepared by an architect or engineer, the architect or engineer that prepared the Plans and Specifications, and as finally determined by the Contract Administrator in his or her sole discretion, that all conditions and requirements of any permits and regulatory agencies for the applicable Concession-related Improvements have been satisfied; punch list items have been completed; any documents required by the Approved Plans or the Agreement have been received by County; certification of Licensee's expenditures for the applicable Concession-related Improvements; and, to the best of Licensee's knowledge, information, and belief, the Concession-related Improvements have been fully completed in accordance with the Approved Plans. The certified statements shall be delivered to County no later than ten (10) days after the date of Final Completion.

29.18 Construction Claims. County property is not subject to mechanics or construction liens; however, in the event that a lien is filed against any portion of the Licensed Premises or Park that relates to the construction of any of the Concession-related Improvements, Licensee shall cause same to be discharged of record within ten (10) days of any such lien being filed either by payment, deposit, or filing a bond in accordance with Florida Law. County shall promptly provide to Licensee copies of all such liens received by County. Licensee shall pay, when due, or shall promptly resolve all claims furnished with respect to any Concession-related Improvements. If the Designated Representative shall, in good faith, contest the validity of any such lien, claim, or demand, then, to the extent permitted by law, Licensee shall, at its expense, defend itself and County against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement against County.

29.19 Following Final Completion and approval by County of the Concession-related Improvements, no major modification to any portion of the Licensed Premises or Concession-related Improvements shall be permitted without prior written approval of the Contract Administrator. "Major" is defined as any alteration, improvement, or removal of any equipment requiring issuance of a building permit.

29.20 Concession-related Improvements and Capital Expenditures. The Concession-related Improvements described in Exhibit C shall be completed within the time periods described in Exhibit F.

The completion periods for the Concession-related Improvements described above may be extended by the Contract Administrator, in the Contract Administrator's sole discretion, for good cause demonstrated by Licensee, upon written request by Licensee at least seven (7) days prior to the end of the applicable completion period. Any extension granted by the Contract Administrator must be set forth in writing.

29.20.1 Capital Expenditures. Capital Expenditures are subject to the following:

29.20.1.1 Licensee's actual cost of design, construction, and acquisition of the Concession-related Improvements, the demolition costs, reasonable site preparation costs, the costs of collection, removal and disposal of construction and demolition debris associated with the Concession-related Improvements, and the cost of required bonds, letters of credit, permits, and construction insurance shall qualify as Capital Expenditures. The actual wage and salary costs of Licensee's construction or trade employees used in the construction of Concession-related Improvements qualify as Capital Expenditures. The amount of such Capital Expenditure shall be calculated as the product of the actual time expended by the employee solely in the performance of construction of Concession-related Improvements multiplied by the employee's applicable hourly rate of pay. The hourly rate of pay for Licensee's

non-salaried employees shall be the person's actual hourly rate of pay without increase or adjustment for fringe benefits and overhead. The hourly rate of pay for Licensee's salaried employees shall be calculated by dividing the person's weekly salary by forty (40) hours), without increase or adjustment for fringe benefits or overhead.

29.20.1.2 Licensee's personnel time spent in administration or supervision, or other internal costs of Licensee that are not solely associated with the performance of construction of a Concession-related Improvement, do not qualify as Capital Expenditures. Payments made by Licensee to any Subcontractors for engineering and architectural design work shall be included as Capital Expenditures; provided, however, such costs shall not exceed Fifteen percent (15%) of the total amount of such Capital Expenditures. Licensee may make a written request to the Contract Administrator to exceed the percentage cap on costs for engineering and architectural design work if Licensee can demonstrate the necessity for such expenditures to the Contract Administrator, particularly as applied to low dollar construction projects. The approval of any greater percentage for costs for engineering and architectural design work by the Contract Administrator shall not be unreasonably withheld and shall be set forth in writing. Only payments made by Licensee to third parties as described in this section shall be included in the determination of Capital Expenditures.

29.20.1.3 Costs for legal fees and accountants' fees or any other "soft costs" shall not qualify as Capital Expenditures. Additionally, interest expense on financing shall not qualify as a Capital Expenditure. Licensee's personnel time spent in administration or supervision, or other internal personnel costs of Licensee that are not solely associated with the performance of construction or design services of a Concession-related Improvement, shall not be included in the determination of Capital Expenditures.

29.21 Within ninety (90) days following completion of the applicable Concession-related Improvements, as such completion is determined by the Contract Administrator in Contract Administrator's sole discretion, Licensee shall provide to the Contract Administrator a certified report of the Capital Expenditures of such Concession-related Improvements. Should the Contract Administrator request, the certified report shall be prepared by an independent CPA firm and shall contain the following: (a) a certification of the total of the Capital Expenditures for such Concession-related Improvements; and (b) a certification that the Capital Expenditures were derived according to generally accepted accounting practices and in accordance with the provisions of the Agreement. Licensee shall provide, upon request, such invoices and other back-up documentation as may be required by the Contract Administrator or the independent CPA firm to verify the amount of Capital Expenditures under the Agreement. The Contract Administrator shall notify Licensee, in writing, within sixty (60) days after receipt of Licensee's

certified report, of approval or disapproval of such report based on any discrepancies or questions relating to the required data or information provided to evidence the claimed Capital Expenditures for such Concession-related Improvements. If there are any discrepancies in or questions pertaining to such certified report, Licensee shall have ten (10) days to respond to the questions or cure any identified discrepancies, as applicable, or make a written request to appeal the findings of the Contract Administrator to the Division Director, unless the Division Director is acting as Contract Administrator, in which event, Licensee may make a written request for reconsideration directly to the Division Director. Any appeal shall state with specificity the basis for the appeal. The Division Director shall review any appeal timely received within ten (10) business days after receipt of the appeal and make the final determination as to approval or disapproval of such certified report.

29.22 Licensee shall provide the following documentation to the Contract Administrator within sixty (60) days after issuance of a CO from the permitting agency with jurisdiction over the applicable Concession-related Improvements or, if a CO is not required, within sixty (60) days from a written Notice to Proceed with commencement of operations issued by the Contract Administrator: (a) a certified statement from the Subcontractor specifying the total Capital Expenditures for such Concession-related Improvements and stating that such improvements are free and clear of all liens, claims, or encumbrances by any material suppliers, Subcontractors, or laborers; and (b) a certified statement from the architect or engineer stating the total architect's or engineer's fees for such Concession-related Improvements and that the Concession-related Improvements have been constructed in accordance with the Approved Plans and are in compliance with all Applicable Law. Licensee shall, upon the request of the Contract Administrator, provide such documentation and release of liens as may be required by such Contract Administrator. County, at its option, may conduct an audit of such expenditures.

29.23 In the event Licensee contracts with a Subcontractor to perform any of the Concession-related Improvements under the Agreement, any contract with such Subcontractor shall include the following provision, in substantially the form provided below:

Indemnification: To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Broward County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Subcontractor or persons employed or utilized by Subcontractor in the performance of this Contract. These indemnifications shall survive the term of this Agreement.

29.24 Bond Requirements. In addition to any bond requirements included in Exhibits G or H, Licensee agrees to record all bonds with Broward County Official Records, so that Subcontractors may access them.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through the Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 2019, and BUTTERFLY WORLD, LTD., signing by and through its _____, duly authorized to execute same.

County

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

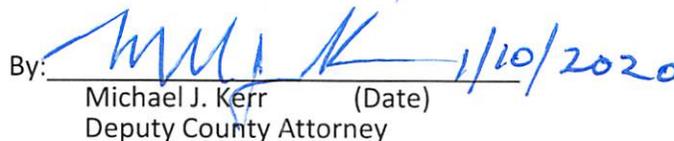
BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  11/19/2020
Jeffrey S. Siniawsky (Date)
Senior Assistant County Attorney

By:  11/10/2020
Michael J. Kerr (Date)
Deputy County Attorney

JSS/ACL/dp
Butterfly World Agreement.doc
05/24/19
#343431

LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND BUTTERFLY WORLD, LTD., FOR BUTTERFLY FARM, INSECTARIUM, AND AVIARY AT TRADEWINDS PARK

Butterfly World

WITNESSES:


Signature

Jennifer Rutherford
Print Name of Witness above

Butterfly World, Ltd.

By: Meta-Science, Inc., a Florida corporation,
its Managing Partner



Ronald Boender, President


Signature

Amanda Kennon
Print Name of Witness above

9th day of January, 2020

ATTEST:



Grace Boender, Corporate Secretary

EXHIBIT A
Scope of Services

PART 1 - DESCRIPTION AND USE OF LICENSED PREMISES

Licensee shall utilize the Licensed Premises to provide the Concession Services under the terms of the Agreement and as further described herein.

1.1 Hours of Operation. Licensee shall provide the Concession Services during the following hours of operation (except during periods of Park closure), weather permitting:

Monday through Saturday, 9:00 a.m. to 5:00 p.m.

Sunday, 11:00 a.m. to 5:00 p.m.

The hours of operation are subject to modification upon the written request of Licensee and written approval of the Contract Administrator, as described in Article 17 of the Agreement, and for Licensee's Special Events, as defined in Section 1.6 of this Exhibit A below.

1.2 Collection of monies. Licensee shall collect all monies from patrons for the Concession Services under the Agreement. Admission prices charged to the public by Licensee for the Concession Services shall be set in accordance with Section 16.7 of the Agreement.

1.3 Items for Sale or Rent. Licensee may offer for sale within the Licensed Premises goods, books, periodicals, services, inventory, art, souvenirs, plants, and sundry items, and other items that relate to the Concession. The shipment of goods, books, periodicals, plants, services, inventory art, souvenirs and sundry items that are marketed and sold through the internet by Licensee is not permitted from the Licensed Premises. The sale of Invasive Plant Species, and the shipment of any plants from the Licensed Premises, shall be prohibited at all times. If Licensee desires to sell or donate any non-native plant species, Licensee may do so only after providing the Contract Administrator with a written list of the non-native species proposed for sale or donation and a written control plan for the containment of the non-native species. Licensee may also offer and manage special activities within the Licensed Premises including, but not limited to, birthday parties, civil association meetings, and Special Events, as further described in Section 1.6 of this Exhibit A. All Special Events outside the Licensed Premises shall be subject to the prior written approval by the Contract Administrator and must be within the general scope and theme of the Agreement and are subject to approval by all appropriate government authorities and the payment in advance by Licensee of all usual Park fees and charges for use of any area outside of the Licensed Premises.

Licensee shall not use, provide, or sell to the public any materials or products that are not expressly allowed pursuant to this Agreement. Licensee shall promptly remove any such material, if directed to do so by the Contract Administrator in writing. If such materials are not removed within twelve (12) hours after receipt of written notice from the Contract Administrator, the Contract Administrator shall have the right to remove the materials and charge Licensee for

all costs and expenses related to the removal thereof, and Licensee shall reimburse County for such costs and expenses incurred by County within thirty (30) calendar days after receipt of an invoice.

1.4 Licenses. Licensee shall obtain all required licenses and government approvals necessary to provide the Concession Services and provide copies of same to the Contract Administrator upon request.

1.5 Nuisances. Licensee shall not permit any nuisance or hazardous trade or occupation to be carried on in, or upon, the Licensed Premises. Licensee shall not permit anything to be kept in or about the Licensed Premises that may increase the risk of hazard of fire, or environmental injury to the surrounding area, except for those supplies, fluids, chemicals, and material customarily used by Licensee in accordance with commercially reasonable practices (e.g., janitorial supplies, disinfectants, fuel, pond and lake care, etc.). Licensee shall not permit waste to be committed upon or any damage done to Licensed Premises or the Park generally. Licensee shall not use, occupy, or permit the Licensed Premises to be used or occupied in any manner that will violate any laws or regulations of any governmental authority.

1.6 Park Amenities and Equipment Use by Licensee and Its Guests

- A. Usage of any Park areas outside of the Licensed Premises by Licensee or its patrons and guests shall be subject to the Fee Schedule, except as otherwise provided in Section 5.7. Except as provided in Section 5.7, for daily Park shelters use greater than 250 persons, special event daily permit fees shall apply pursuant to the Fee Schedule, and Licensee shall pay for table rental, and for any other equipment rentals under the Fee Schedule.
- B. Special Events within the Licensed Premises. Licensee may conduct special events, organized activities, or promotional activities (collectively "Special Events") within the Licensed Premises without prior approval of County, provided that the Special Event occurs during normal Park operating hours and within the Licensed Premises.

Special Events outside of the Licensed Premises shall consist of any activity or event with an anticipated attendance of greater than 250 persons. No Special Events shall take place within the Park without a properly completed and executed Park Permit and Park Permit Addendum (collectively "Permit"). Licensee shall be solely responsible for planning any Special Events and shall provide a detailed and complete Permit application to County for each event. Permit fees shall be charged to Licensee based upon event attendance for any Special Events, including fees for use of Park facilities, equipment, or County personnel, as established in the Parks and Recreation Fee Schedule set forth in the Broward County Administrative Code.

Upon submission of the detailed and complete Permit application, the Parties shall schedule a meeting(s) to develop the terms and conditions to be included into the

Permit ("Permit Review"). The Permit Review shall address all applicable minimum requirements including, but not limited to, traffic control, safety and security plan, sanitation plan (litter control, recycling and trash removal services, toilets and hand sanitation), maintenance of the Park restrooms and portable toilets during and after any Special Event, trash dumpsters, transportation (parking and shuttle plan), inclement weather plan, concessions and vendors, health permits, food and beverage sales permits (including alcoholic beverages), sound impact plan, fencing and tent installation, traffic barricades, cones, signage, event tickets, ADA accommodations, building permits, and all applicable municipal requirements for such Special Event. The Permit shall also include any County-approved change in Licensee's hours of operation set forth in Section 1.1 of this Exhibit A.

The Permit Review shall include a process to minimize impacts on the public's right to use the Park for park purposes during any Special Events. The Permit Review shall incorporate procedures to protect the public's access to other amenities within the Park during any Special Events.

1.7 Customer Satisfaction. County may periodically conduct surveying activities to assess public opinion on the quality of the Concession Services provided under the Agreement and will provide feedback to Licensee.

1.8 Landscaping and Forage. The Contract Administrator reserves the right to approve, in writing, any and all landscape material placement, replanting, or removal on the exterior of the Licensed Premises, except for any replanting with landscape material previously approved by the Contract Administrator for the Concession. Licensee shall not bring onto the Licensed Premises, keep on the Licensed Premises, promote, grow, give away, or sell within the Licensed Premises any Invasive Plant Species, and shall promote use of local native species. "Invasive Plant Species" are defined as any plant species listed on the Florida Exotic Pest Plant Council's then-current List of Invasive Plant Species, any plant species listed in the Florida Administrative Code (Chapter 5B-57, F.A.C.), and any species set forth on Exhibit L. If Licensee desires to use any Invasive Plant Species for forage, Licensee may do so only upon prior written consent of the Contract Administrator and approval by the Contract Administrator of a control plan for containment of such species that, at a minimum, requires the Invasive Plant Species to be kept in a screened area and disposed of in the manner required by Section 7.2. The Contract Administrator's determination of whether to grant or withhold consent shall be based upon the criteria set forth on Exhibit M. Any control plan approved by the Contract Administrator shall provide for proper sanitary disposal of the non-native or Invasive Plant Species that, at a minimum, meets the disposal requirements of Section 7.2. If Licensee desires to use any non-native species for forage, Licensee may do so only after providing the Contract Administrator with a written list of the non-native species Licensee desires to use as forage, and a control plan for containment of the non-native species that, at a minimum, requires that the non-native plants be kept in a screened area and disposed of in the manner required by Section 7.2.

Under no circumstances shall Licensee propagate any plant species outside of the Licensed

Premises. If Licensee is using any of the Invasive Plant Species for forage within the Licensed Premises, Licensee shall grow or store the Invasive Plant Species in a screened area, and after being used for forage, the Licensee shall dispose of such used forage material by placing same in a plastic bag and placing the plastic bag in a covered container for solid waste removal to prevent escape of any Invasive Plant Species into the Park.

Broward County encourages that the public utilize County's NatureScape program in promoting sustainable native landscapes. As Licensee is operating a concession and is earning revenues on County property, Licensee is encouraged to utilize and promote the NatureScape program whenever possible.

1.9 Environmental Permits and Practices. All required federal, state, and local permits or other approvals for Licensee to legally operate must be in place and current. Licensee shall promptly share a copy of any or all such permits or other approvals upon request by or through the Contract Administrator. Federal and state regulations pursuant to permits and other approvals shall be followed by Licensee in its operating and maintaining the Licensed Premises.

1.10 Marketing. Licensee shall use its best efforts to reasonably market, advertise, and promote the Concession as open to the public. No later than thirty (30) days after the beginning of each Contract Year, Licensee shall submit its written marketing plan for that year to the Contract Administrator for approval. The marketing plan must, at a minimum, identify the means, methods, and platforms to be used by Licensee in marketing the Concession, and must include an estimate of the total cost of marketing and advertising the Concession to which Licensee commits for that Contract Year. The Contract Administrator reserves the right to require Licensee to identify the name of the Park in any advertising, marketing, or publicity materials. Licensee shall not own or otherwise have the legal right to the trademark to any name that includes the Park, Division, or County's name or logo. Any names, logos, trademarks, or copyrights developed during or pursuant to this Agreement that may in any way associate with, identify, or imply an affiliation with County, or any agency thereunder, shall be subject to the prior written approval of the Contract Administrator, and upon termination of this Agreement, may become the exclusive ownership of County, at County's option. Any banner or signage placed within the Park, or adjacent to the Park, must be professionally made and approved by the Contract Administrator prior to installation. Licensee and the Contract Administrator shall cooperate on marketing efforts, including cross-marketing. County shall include the Concession in the Division's relevant promotional or informational materials. Unless otherwise directed by the Contract Administrator, all of Licensee's promotional, advertising, and promotional materials shall include the County logo.

1.11 Lightning. County has installed a lightning prediction system in the Park, and Licensee shall cease any outside operations when the system sounds until the "all clear" signal sounds. County, through the firm that provides the lightning prediction equipment, will provide annual maintenance of same for proper operation. In the event the lightning prediction equipment is not working, and/or when weather conditions indicate a threat of lightning in the area, Licensee shall follow the directions of the Park's management when so given regarding

temporary ceasing of outdoor Concession operations, and in any event Licensee shall use its best judgment and common sense in ceasing operations when threatening weather approaches.

PART 2 - FOOD AND BEVERAGES

2.1. The production and provision of food and beverages by Licensee at the café located within the Licensed Premises shall only be for consumption by Licensee's patrons, employees, and invitees under the terms of the Agreement, and shall be subject to all applicable laws and regulations relating to food service. Licensee shall be permitted to utilize the Licensed Premises only to produce or provide food or beverages for the purposes under the Agreement and not for delivery of food or other types of sales outside of the Licensed Premises. The menus, prices, and policies for food and beverages services at the café shall be subject to the prior written approval of the Contract Administrator.

2.2. Licensee shall not sell, provide, or serve alcoholic beverages as part of the Concession, or Concession Services, or otherwise within the Licensed Premises or the Park.

PART 3 - EQUIPMENT AND FURNISHINGS

3.1 Licensee shall be responsible for providing its own fixtures, equipment, materials, and supplies for the operation and maintenance of the Concession Services at the Park. Licensee shall be responsible for replacing, at its cost, any of its improvements, fixtures, or equipment that are damaged by any person other than County's employees, contractors, or agents. Licensee shall be responsible for maintaining in good repair all of its property used to provide the Concession Services.

3.2 The Contract Administrator shall review documentation relating to equipment and furnishings within ten (10) business days after submittal of same by Licensee for approval. The reasons for any non-approval shall be set forth in writing no later than ten (10) business days after delivery of such documentation. In the event such written notice of non-approval is not transmitted to Licensee within such ten (10) business day period, County shall be deemed to have given its approval. However, in all events, Licensee may replace any equipment and furnishings previously approved by the Contract Administrator, as the case may be, that meets the Plans and Specifications for the same without the prior approval of the Contract Administrator. Further, it is understood by Licensee that should any of the above items be disapproved, Licensee may offer alternative solutions, and County's review of same shall follow the above process.

3.3 All equipment installed during the term of the Agreement shall be new or in good working order. All furnishings installed shall be new or lightly used and clean. Maintenance and custodial equipment and supplies shall be stored out of plain view in a screened or enclosed area designated by the Contract Administrator or off-site, except in emergencies. Failure by Licensee

to store its equipment and supplies as required under the Agreement shall be deemed a breach of the Agreement.

3.4 All equipment and furnishings provided by Licensee shall meet the requirements of all applicable building, fire, pollution, and other related codes. The replacement of any equipment with comparable equipment suitable for the purposes intended shall not require approval of the Contract Administrator.

(The remainder of this page is intentionally left blank.)

EXHIBIT B
Locator Map



EXHIBIT C
Concession-related Improvements Projects

CONTRACT YEARS 1-10 (CAPITAL IMPROVEMENT PLAN)

Contract Year	Minimum Estimated Cost	Commencement and Completion Dates
1	<p>Air Conditioning System A Replacement of unit (20k est.)</p> <p>“Wing” Mural Retaining Wall Feature and Refurbishment (40k est.)</p> <p>Fiber optic boring, cable, conduit, junction boxes, associated installations, new hardware and software for Licensed Premises information technology update and connection to fiber optic cable at County Building. (40k +)</p>	<p>Refer to Exhibit F</p> <p style="text-align: center;">“ “</p> <p style="text-align: center;">“ “</p>
2	<p>Roof Replacement: Flat roof A on office/grand plaza complex (100k est.)</p>	<p>Refer to Exhibit F</p>
3	<p>Snack Bar/Cafe A Replacement: cabinets, plumbing, fixtures, appliances, windows, sanitation systems (75k est.)</p> <p>Bathroom A Replacement (25k est.)</p>	<p>Refer to Exhibit F</p> <p style="text-align: center;">“ “</p>
4	<p>Bathroom B Replacement (25k est.)</p>	<p>Refer to Exhibit F</p>

Contract Year	Minimum Estimated Cost	Commencement and Completion Dates
	Snack Bar/Cafe B Replacement: (cabinets, plumbing, fixtures, appliances, windows, sanitation systems (35k est.) Tinalandia Bridge Floor and Rail Replacement, hardware, netting and rope replacement. (25k est.)	“ “ “ “
8	Tiered Koi Pond Area: Two-tiered filtrated Koi pool area stocked with Koi carp. Benches, plantings, feeding station. (100 est.)	Refer to Exhibit F
9	Bathroom C-F Replacement (100k est.)	Refer to Exhibit F
10	Resurface of Large Central Pond: Surface removed and replaced, Pump and filtration system replacement (150k est.)	Refer to Exhibit F

Notes:

1. The projects and minimum estimated costs set forth in this exhibit and the phases and deliverables set forth in Exhibit F, Project Phases and Deliverables, may be revised by the Contract Administrator and Licensee in the form of an amendment to the Agreement in accordance with Section 29.2.
2. All Concession-related Improvements Projects must meet current editions of the Florida Building Code with Broward County amendments (FBC), the Americans with Disabilities Act (ADA), National Electric Code (NEC), Occupational Standards and Health Administration (OSHA)/29 CFR, Florida Fire Prevention Code and any other Applicable Law governing the work.

EXHIBIT E
INSURANCE REQUIREMENTS
Minimum Insurance Requirements

Project: License and Concession Agreement with Butterfly World, Ltd., for Butterfly Farm, Insectarium, and Aviary at Tradewinds Park
Agency: Parks and Recreation Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> LIQUOR LIABILITY <i>*May be waived if there is no sale or distribution of alcoholic beverages.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input type="checkbox"/> Pollution/ Environmental Caro Liability	N/A	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):		Completed Value
			*Maximum Deductible:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 cpounall@broward.org
 cni-cpounall@broward.org
 2019.12.10 13:24:21 -05'00'
 Risk Management Division

**EXHIBIT F
Project Phases and Deliverables**

Licensee shall comply with the phases and deliverables set forth in this Exhibit for the Concession-related Improvements at the Park.

Deliverable	Format/Stage		Acceptance Criteria
Phase 1			
Financing Commitment, if applicable	Letter of Commitment from Licensee; Letter(s) of intent from financier(s) (if needed)		Subject to review and approval by the Contract Administrator

Deliverable	Format/Stage		Acceptance Criteria
Phase 2			
Design plans completion and County review	Preliminary plans (may be informal) Schematics and renderings that will be forwarded for permitting once finalized		Subject to review and approval by the Contract Administrator before Phase 3 may commence and Contract Administrator's Notice to Proceed

Deliverable	Format/Stage		Acceptance Criteria
Phase 3			
Construction or installation permitting and approvals	Approval of All authorities having jurisdiction		Formal approvals as needed in writing from respective government agencies

Deliverable	Format/Stage		Acceptance Criteria
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Phase 4 - Final Acceptance			
Construction or installation completion	Work completed, except for any minor punch lists		Certificate of Occupancy or Certificate of Substantial Completion
Phase 5 - Operations Commencement	Concession open for business to the public with new improvements		Business license, Performance Deposit, and insurance in place; Concession opened and operational with new improvements
Phase 6 - Operations Review	Ongoing Concession management and operations by Licensee, ongoing Agreement administration by Contract Administrator		Agreement performance, and meeting benchmarks

EXHIBIT G
Form of Performance Bond

FORM 007500-1: PERFORMANCE BOND

Project Name: «Project_Name»

Project Number: «Project_Number»

BY THIS BOND, We _____, as Principal, hereinafter called Butterfly World, and _____, as Surety, under the assigned Bond Number _____, are bound to Broward County, Florida, as Obligee, hereinafter called County, in the amount of _____ Dollars (\$_____) for the payment whereof Butterfly World and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Butterfly World has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with County, which Contract Documents are by reference incorporated herein and made a part hereof, including any and all provisions for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Butterfly World:

- 1) Performs the Contract between Butterfly World and County for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains as a result of default by Butterfly World under the Contract; and
- 3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Butterfly World shall be, and is declared by County to be, in default under the Contract, County having performed County's obligations thereunder, the Surety shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and County on the same terms and conditions as the Contract [insert] otherwise agreed by County, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion

arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by County to Butterfly World under the Contract and any amendments thereto, less the amount properly paid by County to Butterfly World.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Broward County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title
____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

EXHIBIT H
Form of Payment Bond

FORM 007500-2: PAYMENT BOND

Project Name: «Project_Name»

Project Number: «Project_Number»

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Butterfly World"), and _____, as Surety, are bound to Broward County, Florida (hereinafter called "County"), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof Butterfly World and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Butterfly World has by written agreement entered into a Contract, Bid/Contract No. _____, awarded the ____ day of _____, 20_____, with County for _____ in accordance with the Contract Documents prepared by _____ which Contract Documents are by reference made a part hereof (and for the purposes of this Bond are hereafter referred to as the "Contract");

THE CONDITION OF THIS BOND is that if Butterfly World:

1. Pays County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that County sustains because of default by Butterfly World under the Contract; and
2. Promptly makes payments to all claimants as defined by Section 225.05(1), Florida Statutes, for all labor, materials and supplies used directly or indirectly by Butterfly World in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Butterfly World and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after

beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Butterfly World a notice that he intends to look to the bond for protection.

- B. A claimant who is not in privity with Butterfly World and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Butterfly World and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- C. No action for the labor, materials, or supplies may be instituted against Butterfly World or the Surety unless the notices stated under the preceding conditions (A) and (B) have been given.
- D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other person
authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

____ day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____

(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____

FORM 007500-3: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

_____ (Seal) as Secretary of

(Name of Corporation)

(SEAL)

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____, who sworn upon oath acknowledged that he/she is authorized to execute the foregoing Performance and Payment Bond on behalf of Butterfly World named therein in favor of County.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires:

Notary Public, State of Florida at Large

BONDED BY _____

EXHIBIT I
Computer Aided Drawings (CAD) Requirements

All drawings should be submitted in AutoCAD format version 2018 or newer. All drawings shall be published using E-transmit so that all x-refs, plot-styles, etc are included.

The site drawings should also be Geo-referenced to NAD83 HARN Florida East Zone FIPS 0911 US Feet.

The use of the National CAD Standard (NCS) is encouraged.

EXHIBIT J
Pricing of Items for Sale or Rent

Admission Prices

Adult Admission	\$29.95
Child Admission (ages 3-11)	\$21.95
Adult Annual Pass	\$60.00
Child Annual Pass (ages 3-11)	\$50.00
Guide Book	\$1.00
Wheelchair Rental	\$5.00

All admission rates subject to promotional and or seasonal coupon discounts

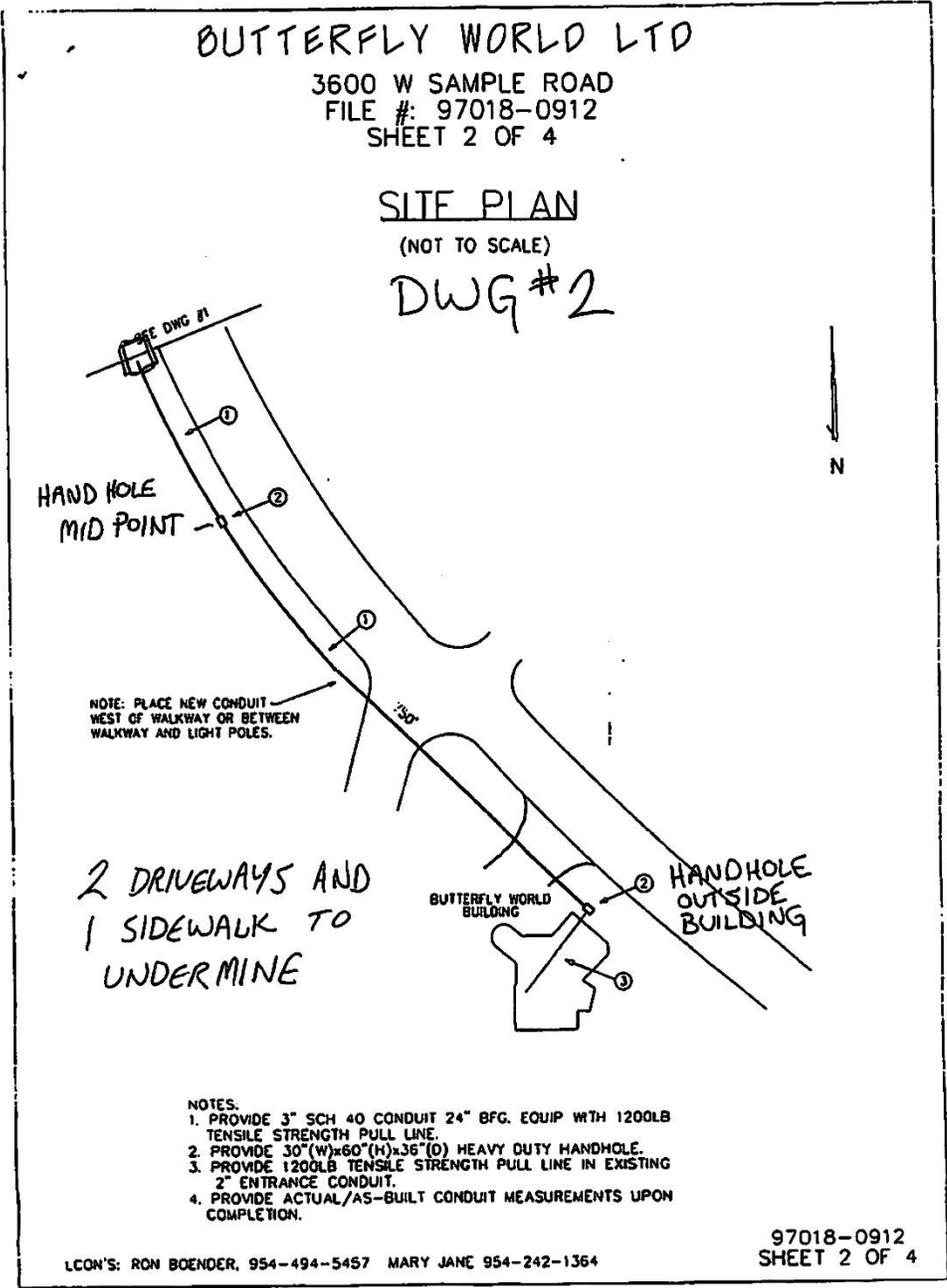
Group Rates

Regular Group Rates	\$19.95 Adults
	\$14.95 Child (3-11)
Special Aug-Nov Rates	\$10.00/Person All Ages
Field Trip Rate (Jan – May)	
Schools, Camps, Homeschools	
One Free Chaperone per 10	
paid students	\$10.00 Student/Camper
	\$12.00 Adult
Field Trip Rate (June – Dec)	
Schools, Camps, Homeschools	
One Free Chaperone per 10	
paid students	\$8.00 Student/Camper
	\$12.00 Adult
Scouts	\$10.00 Child
	\$12.00 Adult

Cafe Prices

Fountain Beverages	\$2.50
Arizona and Gatorades	\$2.50
Juices (Apple & Orange)	\$2.50
Water & Apple Juice Box	\$2.00
Frappuccino	\$3.00
Coffee, Hot Tea, Hot Cocoa	\$2.50
Chips, Cookies & Candies	\$1.50
Nuts	\$2.00
Giant Cookie	\$2.75
Hot Dogs & Mini Burgers	\$3.50
Soft Pretzel	\$3.75

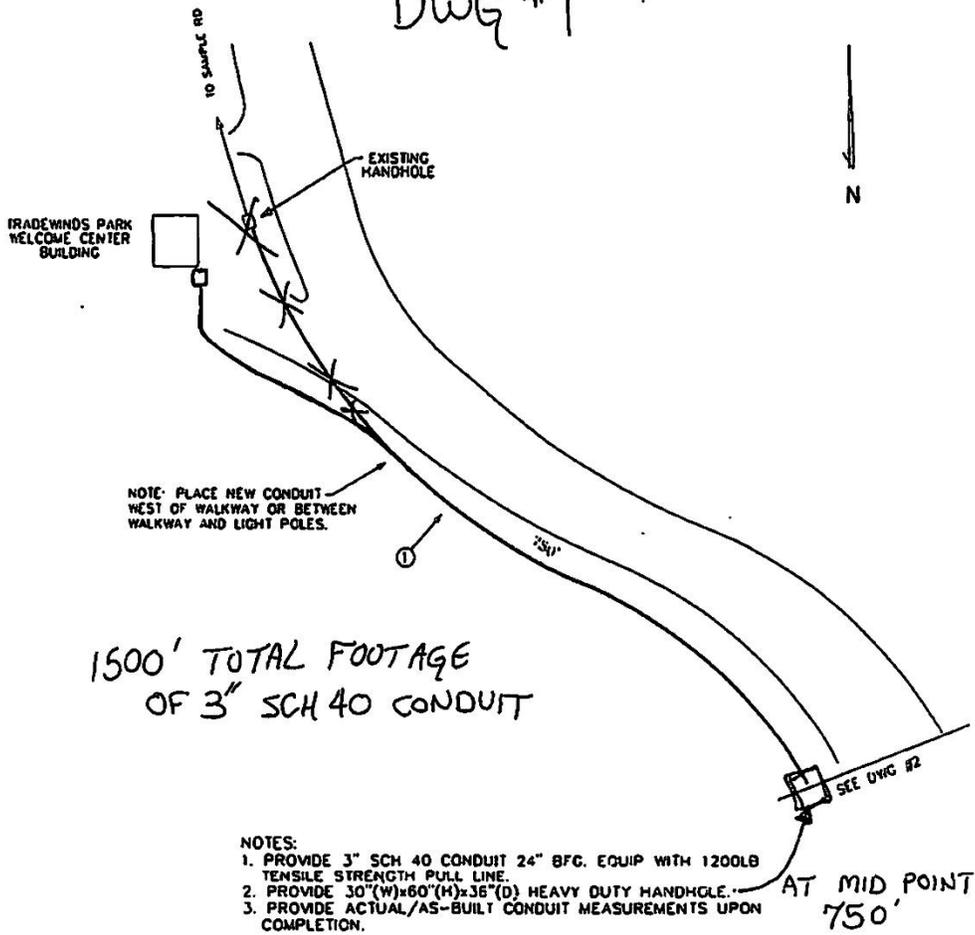
EXHIBIT K
Fiber Line Work Plan/Sketches



BUTTERFLY WORLD LTD
3600 W SAMPLE ROAD
FILE #: 97018-0912
SHEET 1 OF 4

SITE PLAN
(NOT TO SCALE)

DWG #1



1500' TOTAL FOOTAGE
OF 3" SCH 40 CONDUIT

- NOTES:
1. PROVIDE 3" SCH 40 CONDUIT 24" BFC. EQUIP WITH 1200LB TENSILE STRENGTH PULL LINE.
 2. PROVIDE 30"(W)x60"(H)x36"(D) HEAVY DUTY HANDHOLE.
 3. PROVIDE ACTUAL/AS-BUILT CONDUIT MEASUREMENTS UPON COMPLETION.

SCIENTIFIC NAME	COMMON NAME	ZONE	LIST TYPE
<i>Abrus precatorius</i>	Rosary pea	C, S	FLEPPC Category 1
<i>Acacia auriculiformis</i>	Earleaf acacia	C, S	FLEPPC Category 1
<i>Acalypha alopecuroidea</i>	Foxtail Copperleaf	S	Everglades CISMA
<i>Adenanthera pavonina</i>	Red sandalwood	S	FLEPPC Category 2
<i>Agave sisalana</i>	Sisal Hemp	C, S	FLEPPC Category 2; Southwest CISMA
<i>Ageratina riparia</i>	Mistflower	S	Everglades CISMA
<i>Albizia julibrissin</i>	Mimosa, silk tree	N, C	FLEPPC Category 1
<i>Albizia lebeck</i>	Woman's tongue	C, S	FLEPPC Category 1
<i>Aleurites fordii</i>	Tung oil tree	N, C, S	FLEPPC Category 2
<i>Alstonia macrophylla</i>	Deviltree	S	FLEPPC Category 2
<i>Alstonia scholaris</i>	Dita, white cheesewood	S	FLEPPC TBW
<i>Alstroemeria pulchella</i>	Parrot-lily	N, C	FLEPPC TBW
<i>Alternanthera philoxeroides</i>	Alligatorweed	N, C, S	FLEPPC Category 2
<i>Alternanthera sessilis</i>	Sessile joyweed	N, C, S	FLEPPC TBW
<i>Anredera vesicaria</i> (= <i>A. leptostachys</i>)	Texas madeira vine	N, C, S	FLEPPC TBW, Keys CISMA
<i>Antigonon leptopus</i>	Coral vine, Queen's jewels, Queen's wreath	N, C, S	FLEPPC Category 2
<i>Ardisia crenata</i>	Coral ardisia	N, C, S	FLEPPC Category 1
<i>Ardisia elliptica</i>	Shoebuttan ardisia	C, S	FLEPPC Category 1, Everglades CISMA
<i>Ardisia japonica</i>	Japanese ardisia	N	FLEPPC Category 2
<i>Aristolochia littoralis</i>	Calico flower	N, C, S	FLEPPC Category 2
<i>Arundo donax</i>	Giant reed	N, C, S	FLEPPC TBW, Everglades CISMA
<i>Asparagus aethiopicus</i>	Asparagus fern, Sprenger's	N, C, S	FLEPPC Category 1
<i>Asystasia gangetica</i>	Chinese violet, Ganges primrose	C, S	FLEPPC Category 2
<i>Azolla pinnata</i>	Feathered mosquitofern	N, S	FLEPPC TBW, Everglades CISMA, Treasure Coast CISMA
<i>Barleria cristata</i>	Crested Philippine-violet	C, S	FLEPPC TBW
<i>Bauhinia variegata</i>	Mountain ebony, Orchid tree	C, S	FLEPPC Category 1
<i>Begonia cucullata</i>	Club begonia, Wax begonia	N, C, S	FLEPPC Category 2
<i>Bischofia javanica</i>	Javanese bishopwood	C, S	FLEPPC Category 1, Everglades CISMA

<i>Bonellia macrocarpa</i> (= <i>Jacquinia macrocarpa</i>)	Cudjoewood	S	FLEPPC TBW
<i>Broussonetia papyrifera</i>	Paper mulberry	N, C, S	FLEPPC Category 2
<i>Bruguiera gymnorrhiza</i>	Largeleaf mangrove, Oriental mangrove	S	FLEPPC Category 2
<i>Callisia fragrans</i>	Basketplant, Inch plant	C, S	FLEPPC Category 2
<i>Callistemon viminalis</i> / (= <i>Melaleuca viminalis</i>) */***	Bottlebrush, Weeping bottlebrush	C, S	FLEPPC Category 2, Everglades CISMA
<i>Callitris glaucophylla</i>	White cypress-pine	C, S	FLEPPC TBW
<i>Calophyllum antillanum</i>	Antilles Calophyllum, Brazilian Beautyleaf, Galba, Santa Maria	S	FLEPPC Category 1, Treasure Coast CISMA
<i>Caryota mitis</i>	Burmese fishtail palm	S	FLEPPC TBW
<i>Casuarina cunninghamiana</i>	River sheoak, beefwood	C, S	FLEPPC Category 2
<i>Casuarina equisetifolia</i>	Australian-pine, Horsetail casuarina	N, C, S	FLEPPC Category 1
<i>Casuarina glauca</i>	Gray sheoak, Suckering Australian-pine	C, S	FLEPPC Category 1
<i>Catharanthus roseus</i>	Madagascar Perwinkle	N, C, S	FLEPPC TBW
<i>Cecropia palmata</i>	Snakewood tree, Trumpet tree	S	FLEPPC Category 2
<i>Cestrum diurnum</i>	Day Jessamine, Dayflowering Jessamine	C, S	FLEPPC Category 2, Treasure Coast CISMA
<i>Cestrum nocturnum</i>	Nightflowering Jessamine	S	Southwest CISMA
<i>Chamaedorea seifrizii</i>	Bamboo palm, Seifriz's chamaedorea	S	FLEPPC Category 2
<i>Cinnamomum camphora</i>	Camphor-tree	N, C, S	FLEPPC Category 1; Treasure Coast CISMA
<i>Clematis terniflora</i>	Japanese clematis, Sweet autumn virginsbower	N, C	FLEPPC Category 2
<i>Clerodendrum bungei</i>	Rose glorybower	N, C, S	FLEPPC TBW
<i>Clerodendrum chinense</i> (= <i>C. philippinum</i> , <i>C.</i> <i>fragrans</i>)	Stickbush, Chinese glory- bower	N, C, S	FLEPPC TBW
<i>Clerodendrum speciosissimum</i> *	Javanese glorybower	C, S	FLEPPC TBW
<i>Clusia rosea</i>	Pitch-apple	S	FLEPPC TBW
<i>Cocos nucifera</i>	Coconut Palm	S	FLEPPC Category 2
<i>Colocasia esculenta</i>	Wild taro	N, C, S	FLEPPC Category 1

<i>Colubrina asiatica</i>	Asian nakedwood, Asiatic colubrina, Latherleaf	S	FLEPPC Category 1
<i>Combretum indicum</i> (= <i>Quisqualis indica</i>)	Rangoon-creeper	C, S	FLEPPC TBW
<i>Corchorus aestuans</i>	Corchorus aestuans	S	Everglades CISMA
<i>Cordia dichotoma</i>	Fragrant manjack	C, S	FLEPPC TBW
<i>Cortaderia selloana</i>	Pampas grass	N, C	FLEPPC TBW
<i>Corymbia torelliana</i> (= <i>Eucalyptus torellian</i>)	Torrell's eucalyptus	S	FLEPPC TBW
<i>Crassocephalum crepidioides</i>	Redflower Ragleaf	C, S	FLEPPC Category 2
<i>Crotalaria spectabilis</i>	Showy rattlebox	N, C, S	FLEPPC TBW
<i>Cryptocoryne walkeri</i> (= <i>C. beckettii</i>)	Water trumpet	C	FLEPPC TBW
<i>Cryptostegia madagascariensis</i>	Madagascar rubbervine	C, S	FLEPPC Category 2
<i>Cupaniopsis anacardioides</i>	Carrotwood	C, S	FLEPPC Category 1
<i>Cynodon dactylon</i>	Bermuda grass	N, C, S	FLEPPC TBW
<i>Cyperus entrerianus</i>	Woodrush Flatsedge	S	Treasure Coast CISMA
<i>Cyperus involucratus</i>	Umbrella Plant	C, S	FLEPPC Category 2
<i>Cyperus prolifer</i>	Dwarf papyrus	C, S	FLEPPC Category 2
<i>Cyrtomium falcatum</i>	Japanese netvein holly fern	N, C, S	FLEPPC TBW
<i>Cyrtopodium flavum</i> (=C. <i>polyphyllum</i>)	Parana cowhorn orchid, yellow cowhorn orchid	S	FLEPPC TBW, Everglades CISMA
<i>Dactyloctenium aegyptium</i>	Crow's-foot Grass, Durban Crowfootgrass, Egyptian Grass	N, C, S	FLEPPC Category 2
<i>Dalbergia sissoo</i>	Indian Rosewood, Sissoo	C, S	FLEPPC Category 2
<i>Dalechampia scandens</i>	Dalechampia	C, S	FLEPPC Category 2, Everglades CISMA
<i>Delonix regia</i>	Royal poinciana	S	FLEPPC TBW
<i>Deparia petersenii</i>	Japanese false spleenwort	N, C	FLEPPC Category 1
<i>Desmanthus leptophyllus</i>	Slenderleaf Bundleflower	S	Everglades CISMA
<i>Dianella ensifolia</i> (<i>D.</i> <i>caerulea misapplied</i>)	Cerulean flaxlily, blue flaxlily	C, S	FLEPPC TBW

<i>Dichrostachys cinerea subsp. africana</i>	Aroma	C, S	FLEPPC TBW, Everglades CISMA, Keys CISMA, Treasure Coast CISMA
<i>Dioscorea alata</i>	Winged yam	N, C, S	FLEPPC Category 1
<i>Dioscorea bulbifera</i>	Air potato	N, C, S	FLEPPC Category 1, Keys CISMA
<i>Dioscorea sansibarensis</i>	Zanzibar yam	S	FLEPPC TBW
<i>Dolichandra unguis-cati</i>	Cat's-Claw Vine	N, C, S	FLEPPC Category 1
<i>Dypsis lutescens (=Chrysalidocarpus lutescens)</i>	Areca palm	S	FLEPPC TBW
<i>Eichhornia crassipes</i>	Water-hyacinth	N, C, S	FLEPPC Category 1
<i>Elaeagnus pungens</i>	Silverthorn, thorny elaeagnus, thorny olive	N, C	FLEPPC Category 2
<i>Elaeagnus umbellata</i>	Autumn olive, Silverberry	N	FLEPPC Category 2
<i>Enterolobium contortisiliquum</i>	Earpod tree	C, S	FLEPPC TBW
<i>Epipremnum pinnatum cv Aureum</i>	Centipede tongavine, golden pothos, pothos	C, S	FLEPPC Category 2
<i>Eremochloa ophiuroides</i>	Centipede grass	N, C, S	FLEPPC TBW
<i>Eriobotrya japonica</i>	Loquat	N, C, S	FLEPPC TBW
<i>Eucalyptus camaldulensis subsp. Acuta</i>	River redgum	S	FLEPPC TBW
<i>Eucalyptus grandis</i>	Grand eucalyptus	S	Southwest CISMA, Treasure Coast CISMA
<i>Eucalyptus robusta</i>	Swamp-mahogany	C, S	FLEPPC TBW
<i>Eucalyptus torelliana</i>	Torell's eucalyptus	S	Southwest CISMA
<i>Eugenia uniflora</i>	Surinam cherry	C, S	FLEPPC Category 1
<i>Eulophia graminea</i>	Beautiful Crown Orchid, Chinese crown orchid	C, S	FLEPPC Category 2, Keys CISMA
<i>Ficus altissima</i>	Council tree, false banyan	S	FLEPPC Category 2
<i>Ficus benghalensis</i>	Banyan tree	S	FLEPPC TBW
<i>Ficus microcarpa</i>	Laurel fig	C, S	FLEPPC Category 1
<i>Ficus religiosa</i>	Bo tree; Sacred fig	C, S	FLEPPC TBW
<i>Flacourtia indica</i>	Governor's Plum	S	FLEPPC Category 2
<i>Flueggea virosa</i>	Chinese water-berry	S	FLEPPC TBW
<i>Furcraea foetida</i>	Mauritius hemp	S	FLEPPC TBW
<i>Hedera helix</i>	English ivy	N	FLEPPC TBW

<i>Hemarthria altissima</i>	Limpograss	C, S	FLEPPC Category 2
<i>Heteropogon melanocarpus</i>	Sweet tanglehead	N, C, S	FLEPPC TBW
<i>Heteropterys brachiata</i>	Beechy's withe, redwing	S	FLEPPC Category 2
<i>Hiptage benghalensis</i>	Hiptage	S	FLEPPC TBW
<i>Hydrilla verticillata</i>	Hydrilla	N, C, S	FLEPPC Category 1
<i>Hygrophila polysperma</i>	Green hygro	N, C, S	FLEPPC Category 1
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass	N, C, S	FLEPPC Category 1, Everglades CISMA
<i>Hyparrhenia rufa</i>	Giant thatching grass, jaragua, jaraguagrass	N, C, S	FLEPPC Category 2, Everglades CISMA
<i>Imperata cylindrica</i>	Cogongrass	N, C, S	FLEPPC Category 1, Everglades CISMA
<i>Indigofera hirsuta</i>	Hairy Indigo	N, C, S	FLEPPC TBW
<i>Indigofera suffruticosa</i>	Anil de pasto	S	Everglades CISMA
<i>Ipomoea aquatica</i>	Waterspinach, swamp morningglory	C, S	FLEPPC Category 1, Everglades CISMA, Southwest CISMA
<i>Ipomoea cairica</i>	Mile-a-minute vine	N, C, S	FLEPPC TBW
<i>Ipomoea carnea subsp fistulosa</i>	Bush morning-glory, gloria de la manana, shrub morning-glory	C, S	FLEPPC Category 2
<i>Jacquinia arborea</i>	Bracelet wood	S	FLEPPC TBW, Keys CISMA
<i>Jasminum dichotomum</i>	Gold Coast jasmine	C, S	FLEPPC Category 1, Treasure Coast CISMA
<i>Jasminum fluminense</i>	Brazilian Jasmine, Corky- Stemmed Jasmine	C, S	FLEPPC Category 1, Treasure Coast CISMA
<i>Jasminum sambac</i>	Arabian jasmine	S	FLEPPC TBW
<i>Jatropha curcas</i>	Nutmeg Plant	S	Everglades CISMA
<i>Justicia brandegeana (=Beloperone guttata)</i>	Shrimp plant	N, C, S	FLEPPC TBW
<i>Kalanchoe daigremontiana</i>	Devil's backbone	N, C, S	FLEPPC TBW
<i>Kalanchoe pinnata</i>	Cathedral Bells, Life Plant	C, S	FLEPPC Category 2
<i>Kalanchoe x houghtonii</i>	Mother of millions	N, C, S	FLEPPC Category 2
<i>Koelreuteria elegans subsp. formosana</i>	Flamegold tree, golden rain tree	C, S	FLEPPC Category 2
<i>Landoltia punctata</i>	Dotted Duckweed	N, C, S	FLEPPC Category 2
<i>Lantana strigocamara (L. camara)</i>	Lantana, Shrub Verbena	N, C, S	FLEPPC Category 1
<i>Leucaena leucocephala</i>	Lead tree	N, C, S	FLEPPC Category 2

<i>Ligustrum japonicum</i>	Japanese privet	N, C	FLEPPC TBW
<i>Ligustrum lucidum</i>	Glossy privet	N, C	FLEPPC Category 1, Treasure Coast CISMA
<i>Ligustrum sinense</i>	Chinese privet, hedge privet	N, C, S	FLEPPC Category 1
<i>Limnophila sessiliflora</i>	Asian marshweed	N, C, S	FLEPPC Category 2
<i>Livistona chinensis</i>	Chinese Fan Palm	C, S	FLEPPC Category 2
<i>Lonicera japonica</i>	Japanese honeysuckle	N, C, S	FLEPPC Category 1
<i>Ludwigia peruviana</i>	Peruvian primrosewillow	N, C, S	FLEPPC Category 1
<i>Lumnitzera racemosa</i>	Black Mangrove	S	FLEPPC Category 1, Everglades CISMA
<i>Luziola subintegra</i>	Rice grass, Tropical American watergrass	S	FLEPPC Category 1, Everglades CISMA
<i>Lygodium japonicum</i>	Japanese climbing fern	N, C, S	FLEPPC Category 1, Everglades CISMA, Treasure Coast CISMA
<i>Lygodium microphyllum</i>	Old World climbing fern	N, C, S	FLEPPC Category 1
<i>Lysiloma sabicu</i>	Horse-flesh	S	FLEPPC TBW
<i>Macroptilium lathyroides</i>	Wild-bean, Wild Bushbean	N, C, S	FLEPPC Category 2
<i>Manilkara zapota</i>	Sapodilla	S	FLEPPC Category 1
<i>Marsilea minuta</i>	Small water-clover	N, C, S	FLEPPC TBW
<i>Marsilea mutica</i>	Nardoo	C	FLEPPC TBW
<i>Melaleuca quinquenervia</i>	Melaleuca, paper bark	C, S	FLEPPC Category 1
<i>Melia azedarach</i>	Chinaberry, Chinaberrytree	N, C, S	FLEPPC Category 2
<i>Melinis minutiflora</i>	Molassesgrass	C, S	FLEPPC Category 2
<i>Melinis repens</i>	Natalgrass, rose natalgrass	N, C, S	FLEPPC Category 1
<i>Melochia nodiflora</i>	Bretonica Prieta	S	Everglades CISCMA
<i>Merremia tuberosa</i>	Spanish Arborvine, Wood Rose, Yellow Morning-Glory	C, S	FLEPPC Category 2
<i>Microstegium vimineum</i>	Stiltgrass, Nepalese browntop, Mary's grass, Chinese packing grass	N	FLEPPC Category 1
<i>Mikania micrantha</i>	Climbing hempseed, American rope, Chinese creeper, Mile-a-minute vine	S	FLEPPC Category 2, Everglades CISMA
<i>Mimosa pigra</i>	Catclaw mimosa	C, S	FLEPPC Category 1

<i>Mimusops coriacea</i>	Monkey's-apple	S	FLEPPC TBW, Treasure Coast CISMA
<i>Miscanthus sinensis</i>	Zebra grass, Chinese silver grass	N	FLEPPC TBW
<i>Momordica charantia</i>	Balsampear, wild balsam-apple	N, C, S	FLEPPC Category 2
<i>Murdannia keisak</i>	Marsh dewflower	N	FLEPPC TBW
<i>Murraya paniculata</i>	Orange-jessamine	S	FLEPPC Category 2
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	N, C, S	FLEPPC Category 2, Treasure Coast CISMA
<i>Nandina domestica</i>	Heavenly Bamboo, Nandina	N, C	FLEPPC Category 1
<i>Nephrolepis brownii</i>	Asian sword fern	C, S	FLEPPC Category 1
<i>Nephrolepis cordifolia</i>	Narrow sword fern, sword fern, tuberous sword fern	N, C, S	FLEPPC Category 1
<i>Neyraudia reynaudiana</i>	Burma reed, cane grass	S	FLEPPC Category 1, Treasure Coast CISMA
<i>Nymphoides cristata</i>	Crested floatingheart, white snowflake	C, S	FLEPPC Category 1, Everglades CISMA
<i>Nymphoides indica</i>	Water snowflake	C, S	FLEPPC TBW
<i>Ochrosia elliptica</i> (= <i>O. parviflora</i>)	Elliptic yellowwood, kopsia	C, S	FLEPPC TBW
<i>Oeceoclades maculata</i>	Monk orchid	N, C, S	FLEPPC TBW
<i>Oplismenus burmannii</i>	Burman's basketgrass; zacatillo	N, C, S	FLEPPC TBW
<i>Ottelia alismoides</i>	Ducklettuce	N	FLEPPC TBW
<i>Paederia cruddasiana</i>	Onion vine, sewer vine	S	FLEPPC Category 1
<i>Paederia foetida</i>	Skunk vine	N, C, S	FLEPPC Category 1, Treasure Coast CISMA
<i>Panicum repens</i>	Torpedograss	N, C, S	FLEPPC Category 1
<i>Paspalum acuminatum</i>	Brook crowngrass	N, C, S	FLEPPC TBW
<i>Passiflora biflora</i>	Twin-flowered passion vine	S	FLEPPC Category 2
<i>Passiflora foetida</i>	Stinking passion vine	C, S	FLEPPC TBW
<i>Pennisetum polystachion</i>	Missiongrass, thin napiergrass, West Indian pennisetum	S	FLEPPC Category 2, Everglades CISMA
<i>Pennisetum purpureum</i>	Elephantgrass, Napiergrass	N, C, S	FLEPPC Category 1
<i>Pennisetum setaceum</i>	Fountaingrass, green fountain grass	C, S	FLEPPC Category 2
<i>Phoenix dactylifera</i>	Date palm	S	Everglades CISCMA

<i>Phoenix reclinata</i>	Senegal date palm	C, S	FLEPPC Category 2
<i>Phyllostachys aurea</i>	Golden bamboo	N, C	FLEPPC Category 2
<i>Phymatosorus scolopendria</i>	Serpent fern, wart fern	S	FLEPPC Category 1, Everglades CISMA
<i>Pistia stratiotes</i>	Waterlettuce	N, C, S	FLEPPC Category 1
<i>Pittosporum pentandrum</i>	Cheesewood, Taiwanese cheesewood	S	FLEPPC Category 2
<i>Platycterium bifurcatum</i>	Common staghorn fern, staghorn fern	S	FLEPPC Category 2, Everglades CISMA
<i>Podocarpus macrophyllus</i>	Yew plum-pine	N, C, S	FLEPPC TBW
<i>Praxelis clematidea</i>	Praxelis	C	FLEPPC Category 2
<i>Psidium cattleianum</i> *	Stawberry guava	C, S	FLEPPC Category 1
<i>Psidium guajava</i>	Guava	C, S	FLEPPC Category 1
<i>Pteris tripartita</i>	Giant Brake	C, S	FLEPPC TBW
<i>Pteris vittata</i>	Chinese ladder brake fern	N, C, S	FLEPPC Category 2
<i>Ptychosperma elegans</i>	Solitary palm	S	FLEPPC Category 2
<i>Pueraria montana var lobata</i>	Kudzu	N, C, S	FLEPPC Category 1
<i>Pyrostegia venusta</i>	Flamevine	C, S	FLEPPC TBW, Treasure Coast CISMA
<i>Rhodomyrtus tomentosa</i>	Downy rose-myrtle	C, S	FLEPPC Category 1, Everglades CISMA
<i>Richardia grandiflora</i>	Largeflower Mexican clover	N, C, S	FLEPPC Category 2
<i>Ricinus communis</i>	Castorbean	N, C, S	FLEPPC Category 2
<i>Rotala rotundifolia</i>	Dwarf rotala, roundleaf toothcup	S	FLEPPC Category 2
<i>Rottboellia cochinchinensis (=R. exaltata)</i>	Itch grass	N, C, S	FLEPPC TBW
<i>Ruellia blechum</i>	Browne's blechum, green shrimp plant, green shrimp plant	N, C, S	FLEPPC Category 2
<i>Ruellia simplex</i> **	Britton's wild petunia, Mexican bluebell, Mexican petunia	N, C, S	FLEPPC Category 1
<i>Salsola kali</i>	Prickly Russian Thistle	S	Treasure Coast CISMA
<i>Salvinia minima</i>	Water spangles, Floating fern	N, C, S	FLEPPC Category 1

<i>Salvinia molesta</i>	Giant salvinia	N, S	FLEPPC TBW, Everglades CISMA, Southwest CISMA
<i>Sansevieria hyacinthoides</i>	Bowstring Hemp	C, S	FLEPPC Category 2
<i>Scaevola taccada</i>	Beach naupaka, half-flower, scaevola	N, C, S	FLEPPC Category 1
<i>Schefflera actinophylla</i>	Australian umbrella tree, octopus tree, Queensland umbrella tree	C, S	FLEPPC Category 1
<i>Schinus terebinthifolia</i>	Brazilian pepper	N, C, S	FLEPPC Category 1
<i>Scleria eggersiana</i>	Eggers nutrush	S	FLEPPC TBW
<i>Scleria lacustris</i>	Lakeshore nutrush, Wright's nutrush	N, C, S	FLEPPC Category 1, Everglades CISMA
<i>Scleria microcarpa</i>	Tropical nutrush	C	FLEPPC Category 1
<i>Selenicereus pteranthus</i>	Princess-of-the-night	C, S	FLEPPC TBW
<i>Selenicereus undatus</i> (= <i>Hylocereus</i> u., <i>Cereus</i> u.)	Night-blooming cereus; pitaya	S	FLEPPC TBW
<i>Senna alata</i> (= <i>Cassia alata</i>)	Candlestick plant	C, S	FLEPPC TBW
<i>Senna pendula</i> var <i>glabrata</i>	Christmas cassia, Christmas senna, climbing cassia	C, S	FLEPPC Category 1
<i>Sesbania punicea</i>	False-rattlebox, rattlebox	N, C, S	FLEPPC Category 2
<i>Sida planicaulis</i>	Brazilian wire-weed	C, S	FLEPPC Category 2
<i>Solanum diphyllum</i>	Amatillo, twinleaf nightshade, twoleaf nightshade	N, C, S	FLEPPC Category 2
<i>Solanum jamaicense</i>	Jamaican nightshade	C, S	FLEPPC TBW
<i>Solanum tampicense</i>	Aquatic soda apple, wetland night shade	C, S	FLEPPC Category 1, Everglades CISMA
<i>Solanum torvum</i>	Susumber, turkey berry	N, C, S	FLEPPC Category 2
<i>Solanum viarum</i>	Tropical soda apple	N, C, S	FLEPPC Category 1, Keys CISMA
<i>Spathodea campanulata</i>	African tulip tree	S	FLEPPC TBW
<i>Spermacoce verticillata</i>	Shrubby false buttonweed	C, S	FLEPPC Category 2
<i>Sphagneticola trilobata</i>	Wedelia	N, C, S	FLEPPC Category 2
<i>Sporobolus jaquemontia</i>	West indian dropseed	C, S	FLEPPC Category 1

<i>Stachytarpheta cayennensis</i>	Nettle-Leaf Porterweed, Nettleleaf Velvetberry	S	FLEPPC Category 2
<i>Stenotaphrum secundatum</i>	St. Augustine grass	N, C, S	FLEPPC TBW
<i>Syagrus romanzoffiana</i>	Queen palm	C, S	FLEPPC Category 2
<i>Syngonium podophyllum</i>	Arrowhead vine	N, C, S	FLEPPC Category 1
<i>Syzygium cumini</i>	Java plum	C, S	FLEPPC Category 1, Everglades CISMA
<i>Syzygium jambos</i>	Malabar plum, Rose-apple	N, C, S	FLEPPC Category 2
<i>Tabebuia aurea</i> (= <i>T. caraiba</i>)	Caribbean trumpet tree	S	FLEPPC TBW
<i>Talipariti tiliaceum</i>	Mahoe, sea hibiscus	C, S	FLEPPC Category 2
<i>Tamarindus indica</i>	Tamarind	C, S	FLEPPC TBW
<i>Tectaria incisa</i>	Incised halberd fern	S	FLEPPC Category 1
<i>Terminalia catappa</i>	India-almond, tropical-almond, West Indian almond	C, S	FLEPPC Category 2
<i>Terminalia muelleri</i>	Australian almond, Mueller's tropical-almond	C, S	FLEPPC Category 2
<i>Tetrapanax papyrifer</i>	Rice-paper plant	N, C	FLEPPC TBW
<i>Thelypteris dentata</i>	Downy maiden fern	N, C, S	FLEPPC TBW
<i>Thespesia opulenta</i>	Jeweled maidenhair fern	S	FLEPPC Category 1
<i>Thespesia populnea</i>	Seaside mahoe	C, S	FLEPPC Category 1
<i>Tournefortia bicolor</i>	Niguita	S	Found at Tradewinds
<i>Tradescantia fluminensis</i>	Small leafed spiderwort	N, C	FLEPPC Category 1
<i>Tradescantia spathacea</i>	Oyster plant	C, S	FLEPPC Category 1
<i>Tradescantia zebrina</i> (= <i>Zebrina pendula</i>)	Wandering-jew, inchplant	C, S	FLEPPC TBW
<i>Trema orientalis</i>	African elm	S	FLEPPC TBW, Everglades CISMA, Treasure Coast CISMA
<i>Triadica sebifera</i>	Chinese tallow tree, popcorn tree	N, C, S	FLEPPC Category 1, Everglades CISMA
<i>Triadica sebifera</i>	Popcorn Tree	S	Treasure Coast CISMA
<i>Tribulus cistoides</i>	Puncture vine, burr-nut	N, C, S	FLEPPC Category 2
<i>Turnera ulmifolia</i>	Yellow alder	C, S	FLEPPC TBW
<i>Ulmus parvifolia</i>	Chinese elm	N, C	FLEPPC TBW
<i>Urena lobata</i>	Caesar's weed	N, C, S	FLEPPC Category 1, Keys CISMA
<i>Urochloa arrecta</i>	Tannergrass	S	Everglades CISMA

<i>Urochloa distachya</i> (=U. <i>subquadripara</i>)	Tropical signalgrass	N, C, S	FLEPPC TBW
<i>Urochloa maxima</i>	Guineagrass	N, C, S	FLEPPC Category 2
<i>Urochloa mutica</i>	Para grass	N, C, S	FLEPPC Category 1
<i>Vitex rotundifolia</i>	Beach vitex	N	FLEPPC Category 1
<i>Vitex trifolia</i>	Simple-leaf chastetree	C, S	FLEPPC Category 2, Keys CISMA
<i>Washingtonia robusta</i>	Washington fan palm	C, S	FLEPPC Category 2
<i>Wisteria sinensis</i>	Chinese wisteria	N, C	FLEPPC Category 2
<i>Xanthosoma sagittifolium</i>	Malanga, elephant ear	N, C, S	FLEPPC Category 2
<i>Zamia furfuracea</i>	Cardboard cycad; cardboard-palm	S	FLEPPC TBW

*May be used for indoor display purposes only, and must be identified with signage, in substantially the form below (and subject to the Contract Administrator's prior written approval), explaining that the plant is an Invasive Plant Species. All trimmings must be placed in plastic bags and disposed of in the Butterfly World covered dumpster.

**May be used for forage purposes only if kept indoors or grown in a screened enclosed area prior to use as forage and in individual tents when in use as forage, and disposed of by being placed in airtight plastic bags within the Butterfly World facility and frozen for at least seventy-two (72) consecutive hours before being placed into the Butterfly World covered dumpster.

*** The existing six (6) large and three (3) small specimens may continue to be used for outdoor display purposes and must be identified with signage, in substantially the form below (and subject to Contract Administrator's prior written approval), explaining the plant's significance and that the plant is an Invasive Plant Species. Any specimen that dies, or otherwise becomes non-viable and is destroyed, can't be replaced. All trimmings must be placed in plastic bags and disposed of in the Butterfly World covered dumpster.

Signage: Did you know that these trees, bottlebrush, are considered invasive species in Florida? However, they were donated by Congressman Shaw and Butterfly World has special permission to use them as part of this exotic exhibit. Homeowners and butterfly enthusiasts should choose more sustainable native species that provide high quality habitat for wildlife and for the variety of native butterflies that call South Florida home.

EXHIBIT M PLANT CRITERIA

Objective Criteria for Plants at Butterfly World

In South Florida, there are over 800 naturalized non-native species (i.e., species that have expanded beyond their native geographic ranges and are reproducing outside of cultivation (Richardson et al. 2000; Wunderlin et al. 2019). Furthermore, 17% of these plant species are listed as invasive species (i.e., non-native species that have demonstrable ecological or economic impact to an area) (Lockwood et al. 2007; Wunderlin et al. 2019) by the Florida Exotic Pest Plant Council (FLEPPC). In Broward County alone, there are over 100 invasive species found throughout the County (Wunderlin et al. 2019) costing hundreds of thousands of dollars to treat and manage each year (Broward County Parks, unpub. data).

One of the challenges in managing invasive species is recognizing which non-native species will become problematic and which ones will remain benign. Often there is a lag time of an invasion or a delay between the arrival of a non-native species and its pervasive spread in a novel geographic area. In temperate climates, lag times have been suggested to be around 50 years; however, in tropical climates considerably shorter lag times of 14 years for woody plants and 5 years for herbaceous plants have been shown (Daehler 2009). Thus, in tropical climates lag times may be as much as an order of magnitude shorter than estimates for temperate climates and successful invasions may begin shortly after the introduction of a non-native species in a novel geographic area. In Florida, Cooperative Invasive Species Management Areas (CISMAs) have developed Early Detection Rapid Response (EDRR) programs to identify and target non-native plant species which are demonstrating invasive tendencies in localized areas at an early stage of the invasion process (ECISMA 2009-2011). At this stage in the invasion process, the possibility of eradicating an invasive species is more likely and cost-effective (US DOI 2016). EDRR frameworks in Florida are also being used at the national level, but these programs require extensive field hours and expert personnel to recognize newly naturalized non-native species.

In response to the many challenges of combating invasions, other testable tools have been developed to identify high-risk species in horticulture and forestry using objective, rapid, and cost-efficient methods. Weed risk assessment (WRA) systems are now used to predict the behavior (i.e., “invasive” or “not invasive”) of plant species introduced into a novel geographic area. WRAs have been shown to be able to identify both invasive and non-invasive species 95% and 85% of the time, respectively (Daehler et al. 2004). The WRAs have been validated for use in Florida (Gordon et al. 2011) and other areas of the US (Daehler et al. 2004). These assessments are frequently used at the University of Florida’s Institute of Food and Agricultural Sciences (UF IFAS) to evaluate introduced non-native and proposed non-native species in Florida (UF IFAS 2018).

The County recognizes the need for attractive, diverse, and specific vegetation within Butterfly World, not only to attract patrons but also of course to support a rich Lepidopteran display. However, to protect natural areas of Tradewinds County Park and other Broward County properties we have selected objective questions from the IFAS Weed Risk Assessment system to evaluate plant species being sold or cultivated at Butterfly World. The subset of questions assesses a plant species’ known domestication, climate preference and distribution, weediness elsewhere, growth habit, reproductive biology, and dispersal mechanisms. If more than two of the following questions are true for a species, then a full WRA will need to be performed. Additionally, if a plant species is listed by FLEPPC as a known invasive

species in the state of Florida, is on the FLEPPC to-be-watched list, or a South Florida CISMA EDRR list, it is not approved for sale or use at Butterfly World.

Preliminary Questions

Known Domestication

1. Has the species become naturalized where grown?
2. Does the species have weedy races?

Climate and Distribution

3. Is the species suited to South FL climates?
4. Does the species have broad climate suitability (environmental versatility)?

Weediness Elsewhere

5. Is the species naturalized beyond native range?
6. Is the species a garden, amenity, or disturbance weed?
7. Does the species have congeneric weed relatives?

Growth Habit

8. Does the species have a climbing or smothering growth habit?
9. Does it form dense thickets?
10. Is it aquatic?

Reproductive Biology

11. Does it produce viable seed?
12. Does it exhibit prolific seed production?
13. Is it self-compatible or apomictic?
14. Does it reproduce by vegetative propagation?

Dispersal Mechanisms

15. Are propagules water dispersed?
16. Are propagules wind dispersed?
17. Are propagules dispersed by wildlife?

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