

AGREEMENT NO.: 16-084
BETWEEN
SPACE FLORIDA
and
STARS NORTH, LLC
for the
SPONSORSHIP OF THE “WOMAN IN MOTION” DOCUMENTARY FILM

This **AGREEMENT** (“Agreement”) is entered into on April 25, 2016, (the “Effective Date”) by **SPACE FLORIDA** (“SF”), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and Stars North, LLC (the “Company”), a Florida limited liability company whose principal place of business is 8619 Bay View Court, Orlando, FL 32836.

WHEREAS, Section 331.302 of the Florida Statutes created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

WHEREAS, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

WHEREAS, in accordance with line 2256 of the 2016-16 General Appropriations Act, SF is to market and promote the space tourism industry in the State of Florida.

WHEREAS, the Company is producing a documentary film called “Woman in Motion”, about the first diverse astronaut class and which addresses historical, educational and STEM recruitment topics instrumental to Florida’s aerospace industry.

WHEREAS, the film will prominently feature important space tourism destinations in Florida including the John F. Kennedy Space Center Visitor Complex, the Space Mirror Memorial, and historic launch and landing sites.

WHEREAS, the film will include interviews with three Florida astronauts, Florida aerospace industry leaders, elected officials and educators.

WHEREAS, the documentary will provide credit for the locations used in film, including web links for visitors and promotional materials and educational resources all of which pertain to aerospace.

WHEREAS, SF will be the title sponsor of the documentary film under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The “Woman in Motion” Documentary Film. The Company is producing a feature-length documentary film based in part on the authorized life story of Nichelle Nichols, including her efforts to recruit minority astronaut candidates for NASA (the “Film”). The Film will feature

space tourism destinations in Florida including the John F. Kennedy Space Center Visitor Complex, the Space Mirror Memorial, and other historic launch and landing sites. The Film will also include interviews with three Florida astronauts, Florida aerospace industry leaders, elected officials and educators.

2. The Sponsorship.

- a. SF shall provide funding to the Company to be used for the Film in an amount of Fifty Thousand Dollars (\$50,000.00) (the "Contribution") payable in accordance with the schedule upon receipt of the deliverables as described in Attachment A.
- b. The funding is to be utilized for the film production and marketing. No travel cost reimbursements are permitted under this Agreement.
- c. The Company shall provide SF with Film opening and end title sponsor credit.
- d. The Company shall provide SF with title sponsor credit on all marketing and DVD packaging materials as created.
- e. The Company shall provide SF with reasonable opportunities for input into the creative content of the Film, but the ultimate content of the Film shall remain the Company's sole discretion.
- f. The Company shall invoice SF for the portion of the Contribution to be paid by SF to the Company. All invoices and deliverables shall be submitted electronically, confirmed returned receipt, to SF Accounting at accounting@spaceflorida.gov with a cc: to the project manager at pluney@spaceflorida.gov and SF Contracts at contracts@spaceflorida.gov.
- g. All invoices submitted by the Company and approved by SF shall be paid by SF on a net thirty-day schedule.
- h. Any funds paid in excess of the amount to which the Company is entitled under the terms of this Agreement must be refunded to SF. The balance of unobligated funds, if any, which has been advanced or paid by SF to the Company under this Agreement must be refunded to SF.
- i. If the Company fails to perform under this Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

3. Scope of Work and Deliverables. The Company shall provide the Scope of Work and Deliverables as set forth in **Attachment A**.

4. Repayment of the Contribution; Additional Adjusted Gross Proceeds. In consideration for payment of the Contribution, SF shall receive the following:

- a. Eight Percent (8%) of One Hundred Percent (100%) of Adjusted Gross Proceeds actually received by Company and derived from the worldwide exploitation of the Film in all media.
- b. For the purposes of this Agreement, the term, "Adjusted Gross Proceeds" shall be defined as all proceeds received by Company and derived from the worldwide exploitation of the Film through all media, minus the actual costs of production,

marketing and distribution incurred by Company, including third party agent and broker fees, if any.

- c. All Adjusted Gross Proceeds received by Company and derived from the worldwide exploitation of the Film shall be paid first to SF until SF is reimbursed for the total amount of SF's Contribution. After SF is reimbursed for the total amount of SF's Contribution, SF shall continue to be paid its percentage of Adjusted Gross Proceeds according to Subsection a in this Section 4.
 - d. The Company shall submit written Adjusted Gross Proceeds Reports to SF on a quarterly basis beginning the first quarter after the date of the premiere of the Film. Such Reports shall contain payments to SF, if due for the quarter prior to the date of each such Report shall be submitted no later than sixty (60) days after close of each applicable quarter. SF shall have the right to review Company's books and records as they relate to this Section 4 at SF's sole discretion and expense.
5. Period of Performance. This Agreement shall commence on the Effective Date and shall remain in full force and effect through the life of the copyright in and to the Film, including extensions (the "Expiration Date") unless terminated, or extended, by mutual written agreement by both parties.
6. Availability of Funds. All payments to be made by SF under this Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify the Company should funds become unavailable.
7. Termination. SF may terminate this Agreement upon ten days written notice to the Company. In the event of termination of this Agreement by SF, SF shall be obligated to pay all approved invoices submitted by the Company.
8. Public Records.
- a. SF, subject to the provisions of Section 288.075, Section 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Agreement.
 - b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Agreement, other than those specified as confidential or exempt information.
 - c. To the extent the Company is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, the Company shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by SF in order to perform the services under this Agreement;
 - ii. Provide the public with access to public records on the same terms and conditions that SF would provide the records and at a cost that does not

exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law;

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- iv. Meet all requirements for retaining public records and transfer, at no cost, to SF, all public records in possession of the Company upon expiration, or termination, of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SF in a format that is compatible with the information technology systems of SF.

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

10. Indemnification and Limitation of Liability.

- a. The Company shall defend, indemnify, and hold harmless SF, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) breach of the terms of this Agreement by the Company or any person or organization directly, or indirectly, employed by the Company to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) violations of applicable law by any person or organization directly or indirectly employed by the Company to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; and (iii) disease or death of third parties (including SF employees and agents and those of the Company), or damage to property to the extent attributable to the negligence or misconduct of the Company or any person or organization directly, or indirectly, employed by the Company to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable.
- b. SF's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of SF's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

- c. In no event shall SF be liable to the Company for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
 - d. SF shall not assume any liability for the acts, omissions, or negligence of the Company its agents, servants, employees, or subcontractors. In all instances, the Company shall be responsible for any injury or property damage resulting from any activities conducted by the Company.
11. Independent Contractor. The Company is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
12. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the authorized parties designated below in Section 14, Notices. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.
13. Project Manager. SF has appointed a project manager who is responsible for enforcing the performance of this Agreement's terms and conditions and shall serve as a liaison with the Company. SF's project manager is Percy Luney, (321) 730-5301 ext. 229, pluney@spaceflorida.gov.
14. Notices.
- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 14.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 14.c.
 - b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 14.

For Space Florida:

Contracts Compliance Manager, Desiree Mayfield

contracts@spaceflorida.gov

Percy Luney, Vice President, Education, Research and
Development, and Workforce

pluney@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For Stars North, LLC:
Todd Thompson, President

todd@starsnorth.com

Stars North, LLC
P.O. Box 470181
Celebration, FL 34747-0181
P: 321-278-6708

- c. Subject to Subsection 14.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

15. Representations.

- a. the Company has the necessary and required Federal and State authority to enter into this Agreement with SF.
- b. Neither this Agreement nor the Company's performance of its obligations hereunder will place the Company in breach of any other contract or obligation and will not violate the rights of any third party.

- c. the Company has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that the Company is delivering and/or providing to SF pursuant to this Agreement, and the Company has full right and authority to provide and/or deliver the same to SF.

16. Auditing Records.

- a. The Company shall retain and maintain all records related to the Scope of Services provided under this Agreement, and shall make such records available for an audit as may be requested. Records may include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of the Scope of Services under this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, SF, or other personnel authorized by the Florida Department of Economic Opportunity and copies of the records shall be delivered to the Florida Department of Economic Opportunity upon request.
- b. To the extent applicable, the Company shall comply with the audit requirements of Sections 215.97 and 17.03 of the Florida Statutes and those found in **Attachment B, Audit Requirements**. The information from the Catalog of State Financial Assistance is as follows:
 - i. Funding Source -- State Economic Enhancement and Development Trust Fund (SEEDTF);
 - ii. State Fiscal Year – FY2015-16;
 - iii. CSFA Number – 40.012;
 - iv. CSFA Title – Space Florida; and
 - v. State Appropriation Category – GAA 2256.
- c. The Company shall preserve all contract records for the entire term of this Agreement and for five years after the later of: (i) the date of submission of the final project report, or (ii) until all claims (if any) regarding the Agreement are resolved.

17. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.

18. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

19. Facsimile Deemed as Original. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

20. Unauthorized Aliens and Employment Eligibility Verification.

- a. The Company and the Company's subcontractors performing work under this Agreement shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Company during the term of this Agreement.
- b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- c. If the Company does not have an E-Verify MOU in effect, the Company must enroll in the E-Verify system prior to hiring any new employee after the Effective Date of this Agreement.

21. Miscellaneous.

- a. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by the Company cause for termination of this Agreement.
- b. The Company shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.
- c. The Company shall comply with all applicable Federal, State and local laws, rules and regulations.
- d. The Company shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. The Company shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.
- f. The Company affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has the Company been convicted of a Public Entity Crime. The Company agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by SF.
- g. The Company affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has the Company been placed on the Discriminatory Vendor List.
- h. The Company agrees to comply with subsection 20.055(5) of the Florida Statutes.

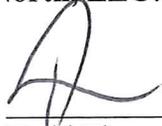
- i. To the extent the Company is performing economic development services or similar business assistance services on behalf of SF, the Company shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
- j. This Agreement may not be assigned by either party without the prior written consent of the other.
- k. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.
- l. The Company shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.
- m. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

Authorized parties are signing this Agreement on the Execution Dates under the signatures below.

Space Florida:

By: 
 Name: Denise Swanson
 Title: CFO/CAO

Stars North, LLC:

By: 
 Name: Todd Thompson
 Title: President

Execution Date: 4/25/16

Execution Date: 4-25-16

ATTACHMENT A

Value Description, Scope of Work & Deliverable Schedule

Value Description for Space Florida and the State of Florida: The primary goals of the Film are to promote Florida as a travel destination, to increase in and out of state visitor activity, and to expand production of film, television, audio and digital products in Florida. Further, SF has been charged with promoting and facilitating Florida as a space tourist destination, assisting the full range of Florida's space related businesses, and assisting STEM education programs and activities to advance statewide educational and workforce development goals.

STARS NORTH™ is producing a film that will advance Florida's aerospace brand and promote visitor interest and engagement by:

- Producing long-term brand equity and value.
- Achieving increased sales - more visitors and spending.
- Creating new awareness for a prime aspect of Florida. In this case space.
- Adding depth to Florida's image.
- Showcasing Florida as a place for space science & business.
- Showcasing Florida's Space Coast.
- Producing high-quality exposure for Florida.
- Engaging passionate people who are more likely to visit Florida and spend more money once here.

Specific objectives for Florida can be addressed by leveraging *Woman In Motion* and its unique story and content:

1. **Influence** – *Star Trek* & NASA are two of the most highly recognized worldwide brands with strong levels of personal interest.
2. **Volume** – *Star Trek* sales (all forms) have exceeded \$5 billion, with 40 million active fans (40% in the US).
3. **Yield** – Science fiction and history fans spend more money than the average tourist only exceeded by “art” tourists.
4. **Share** – Florida's share will be increased by capturing a greater share of space / science fiction tourism by promoting unique science fiction / science fact visitor opportunities. Potential visitor pool includes the millions of attendees of worldwide *Star Trek* conventions.
5. **Brand Engagement** – Leveraging the publicity of the *Star Trek* 50th Anniversary and ties to NASA's programs and missions will resonate with the generation that grew up during the space race.
6. **Destination Diversity** – Linking *Star Trek* and the Space Coast provides a new attraction synergy to complement Disney / Marvel and Universal / Harry Potter.
7. **Partner Participation** – CBS is the *Star Trek* license holder and is interested in partnerships to highlight 50th Anniversary events, and Paramount will release the third of the new *Star Trek* films in July 2016.
8. **Investment Efficiency** – For a small sponsorship, *Woman In Motion* tells a well-known but never told story which has been mentioned in over 80,000 articles and websites. Through use of compelling interviews, unique settings, archival material and digital

production techniques, a highly compelling feature-length documentary film can be produced on a comparatively modest budget.

Audience Exposure: The parties anticipate that *Woman In Motion* will be released in North America to a minimum of 100 theaters and the parties intend for the Film to premiere during a special event at the Kennedy Space Center. It is the parties intentions that the Film be shown at film festivals and other special events across the country and include a large publicity and social media campaign that includes, without limitation, broadcast, magazine, newspaper, radio, Sirius/XM, Social (Facebook, Twitter, YouTube), promotional content and free electronic downloads (i.e. podcasts, Florida screensavers and desktop images).

Deliverables:

1. Single Card Credit in the Film – logo, poster, promotional materials
2. Limited rights will be given to SF for SF’s use of:
 - a. Poster and ancillary artwork
 - b. Footage that is available on the internet
3. Credit on the film website
4. Link from “Woman in Motion” website to SF’s website
 - a. With website perpetual message.
5. Links and/or participation in all other social media
6. Specific video provided to SF
 - a. Interviews with Florida astronauts
 - b. Florida locations
7. Two promotional videos for SF
 - a. 30 second spot
 - b. 1 minute spot

For deliverables 7a & 7b, Stars North will provide a draft scripts and concepts in which SF will have input and recommendations. The spots can then be shown by SF on its website, displays booths and presentations.

Deliverable	Date to be Received
1. Single Card Credit in the Film – logo, poster, promotional materials and	1 week of signing
2. Limited rights will be given to Space Florida for its own use of:	1 week of signing
a. Poster and ancillary artwork	1 week of signing
b. Footage that is available on the internet	1 week of signing
3. Credit on the film website	1 week of signing
4. Link from “Woman In Motion” website to Space Florida	1 week of signing
a. With website perpetual message.	1 week of signing
5. Links and/or participation in all other social media	1 week of signing
6. Specific video provided to Space Florida	2 weeks of signing
a. Interviews with Florida astronauts	2 weeks of signing
b. Florida locations	2 weeks of signing
7. Two promotional videos for Space Florida for STEM purposes	4 weeks of signing
a. 30 second spot	4 weeks of signing
b. 1 minute spot	4 weeks of signing

Tasks	Amount	Date to be Invoiced
Tasks 1 through 5	\$15,000	1 week after signing
Task 6	\$20,000	2 weeks after signing
Task 7	\$15,000	4 weeks after signing
Total	\$50,000	

ATTACHMENT B Audit Requirements

The administration of resources awarded by SF to the Company (in this Attachment “recipient”) may be subject to audits and/or monitoring by SF or the Florida Department of Economic Opportunity as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by SF staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into the Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by SF. In the event SF determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by SF staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED – NOT APPLICABLE.

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Section 16 in the Agreement indicates state financial assistance awarded through SF by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from SF, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:
<http://www.myflorida.com/fsaa/statutes.html>.

PART III: OTHER AUDIT REQUIREMENTS - NOT APPLICABLE.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following: NOT APPLICABLE.
2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Florida Department of Economic Opportunity and SF at each of the following addresses:

A. The Florida Department of Economic Opportunity:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. SF at the following address:

Space Florida
Desiree Mayfield, Contract Compliance Manager
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Florida Department of Economic Opportunity at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

C. SF at the following address:

Space Florida
Desiree Mayfield, Contract Compliance Manager
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to: NOT APPLICABLE.
5. Any reports, management letter, or other information required to be submitted to SF or the Florida Department of Economic Opportunity pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to SF or to the Florida Department of Economic Opportunity for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting

package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow SF, the Florida Department of Economic Opportunity, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to SF, the Florida Department of Economic Opportunity, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by SF or the Florida Department of Economic Opportunity.