

This Agreement, effective at the time of execution is between The Milwaukee County Zoological Society ("Customer"), a Wisconsin Corporation, having an office at 10001 West Bluemound Road, Milwaukee, WI. 53226 and Living Exhibits, Inc., a Nevada corporation having an office at 7582 Las Vegas Blvd, South, Suite 186, Las Vegas, NV. 89123.

I. DESCRIPTION OF PROFESSIONAL SERVICES

Living Exhibits shall provide to Customer the professional services and deliverables (if any) described in Attachment A. The professional services and deliverables (if any) shall be provided subject to the Terms and Conditions, which follow.

II. CUSTOMER AND LIVING EXHIBITS ADMINISTRATIVE CONTACTS

Chuck Wikenhauser
Director

Milwaukee County Zoo
10001 West Bluemound Road
Milwaukee, WI. 53226
Tel. No.
Fax No.

Mike Yeakle
Chief Executive Officer
Living Exhibits, Inc.
7582 Las Vegas Blvd., South #186
Las Vegas, NV. 89123
Tel. No 858-292-1946
Fax No. 858-292-1046

III. CUSTOMER AND LIVING EXHIBITS TECHNICAL CONTACTS

Jourdain LaFrombois
Special Programs Coordinator
Milwaukee County Zoo
10001 West Bluemound Road
Milwaukee, WI. 53226
Tel. No.
Fax No.
E-mail address:

Laura Wandel
Manager of Zoological Operations
Living Exhibits, Inc.
7582 Las Vegas Blvd., South #186
Las Vegas, NV. 89123
Tel. No. 858-292-1946
Fax No. 858-292-1046

TERMS AND CONDITIONS

1. Services; Deliverables. Living Exhibits will perform the professional services (“Services”) and deliver the deliverables (“Deliverables”) described in the Statement of Work attached hereto as Attachment A.

2. Place of Performance. Unless otherwise provided in this Agreement, Living Exhibits may perform the Services in whole or in part at Living Exhibits place of business, Customer’s place of business, and/or such other locations as Living Exhibits and customer agree to.

3. Effective Date; Term. This Agreement shall be effective as of the date first above written (the “Effective Date”), and shall continue in full force and effect until the Services have been completed or the Agreement has been terminated in accordance with section 9 hereof, whichever first occurs.

4. Price and Payment Terms.

(a) Customer shall pay Living Exhibits the price set forth on Attachment B (the “Price”). Payments shall be made according to the schedule and provisions set forth in Attachment B.

(b) Customer shall make payment to Living Exhibits according to the schedule and provisions of Attachment B. Living Exhibits shall have a lien upon and may retain or repossess any and all Deliverables if Customer does not make full payment to Living Exhibits within 30 days of receiving written notice of non payment from Living Exhibits. If payment is not received within 35 days, interest will begin at a rate that is specified in subsection (d) below.

(c) Invoiced amounts are immediately due and payable by wire transfer to the following account information:

Living Exhibits, Inc.
Wells Fargo Bank
Account No: 3112 189 430
Routing No: 121000248

(d) If Customer’s action or inaction results in non-receipt of payment by Living Exhibits for the total amount of an invoice within thirty (30) days of the date of such invoice, interest compounded at the rate of one percent (1%) per month shall thereafter be added to all amounts unpaid and outstanding. If Customer’s action or inaction results in non-receipt of payment by Living Exhibits, Living Exhibits shall have the right exercisable in Living Exhibit’s sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder.

(e) Bill To Address.

Jourdain LaFrombois
Special Programs Coordinator
Milwaukee County Zoo
10001 West Bluemound Road
Milwaukee, WI. 53226

5. Resources to be Provided by Customer.

(a) Customer shall provide, maintain and make available to Living Exhibits, at Customer's expense and in a timely manner, the resources described in this section 5, and such other additional resources as Living Exhibits may from time to time reasonably request in connection with Living Exhibits' performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

(b) Customer will designate Qualified Customer personnel or representatives to consult with Living Exhibits on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.

(c) Customer shall furnish access to Customer's premises, designated parking, and appropriate workspace for any Living Exhibits personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.

6. Confidentiality. In the event either party determines that it is necessary to provide confidential, proprietary, or trade secret information to the other party in connection with this Agreement, such disclosure will be made only after advance written notice to the other party, and the parties have executed a mutually satisfactory Non-Disclosure Agreement. Nothing in this Agreement or in any such Non-Disclosure Agreement shall be deemed to restrict or prohibit Living Exhibits from providing to others services and deliverables the same as or similar to the Services and Deliverables. In providing any such similar services or deliverables to any third party, Living Exhibits shall keep confidential any Customer confidential, proprietary or trade secret information which is subject to a Non-Disclosure Agreement executed pursuant to this section, in accordance with the requirements of such agreement.

7. Intellectual Property.

(a) Customer and Living Exhibits shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

(b) Living Exhibits grants to Customer a royalty-free, paid up, worldwide, non-exclusive, non-transferable license to use any Living Exhibits Intellectual Property incorporated into any Deliverable, solely for Customer's use of that Deliverable for its internal business purposes. Living Exhibits shall retain ownership of and unrestricted right to use any Intellectual Property. The Services performed and any Deliverable produced pursuant to this Agreement are not "works for hire."

(c) As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable and first created or developed by Living Exhibits in providing the Services.

8. Taxes. Customer shall pay any and all sales, use, value added, excise, import, privilege, or similar taxes, levies or payments in lieu thereof, including interest and penalties thereon, arising out of or in connection with the performance of this Agreement (other than those levied on Living Exhibits income), imposed by any authority, government or governmental agency, and shall comply with all applicable treaties, laws, rules or regulations relating thereto.

9. Termination for Default. Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement in accordance with its terms and does not take efforts to cure such failure within a period of 30 days after receipt of written notice from the non-breaching party specifying such failure; or (ii) the other party becomes insolvent or the subject of proceedings under law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts generally as they become due. In addition, Living Exhibits may terminate this Agreement 30 days after provision of written notice to Customer if Customer fails to make any payment in full as and when due hereunder.

10. Limited Warranty

(a) Living Exhibits warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to Living Exhibits timely notice of such breach as hereinafter required, Living Exhibits shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by Living Exhibits attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to Living Exhibits written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.

(b) LIVING EXHIBITS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS.

(c) Customer represents and warrants to Living Exhibits that Customer has the right to use and furnish to Living Exhibits for Living Exhibits use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to Living Exhibits in order for Living Exhibits to perform the Services and to create the Deliverables identified in Attachment A.

11. Insurance

(a) Liability insurance. Living Exhibits shall, throughout the term of this Agreement, procure and maintain at its own cost an insurance policy or policies described below. Customer shall be named an additional insured in said policy or policies. Said policies shall be written by responsible insurance companies, reasonably satisfactory to Customer; and, shall have comprehensive general liability insurance for Product/Completed operations and for Bodily Injury, Personal Injury or Death, and Property Damage. Each of the insurance liability coverages referenced above shall have a combined single limit of \$1,000,000 for any claim arising out of a single occurrence and \$2,000,000 for all claims in the general aggregate; and a minimum comprehensive commercial automobile liability limit of \$500,000 each person. Living Exhibits or Living Exhibits insurer's will provide written notice to Customer of cancellation or of any material change in said policy 30 days in advance of the effective date thereof.

(b) Insurance related to Living Exhibits employees. Living Exhibits shall provide statutory Workers Compensation Insurance, Social Security, Unemployment Insurance, and such other benefits as may be required by law to its employees.

12. Limitation of Liability

(a) Living Exhibits total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed two times the amount actually paid to Living Exhibits under this Agreement, or under the specific task order at issue, whichever is less.

(b) In no event shall either Living Exhibits or Customer be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

13. Non-Waiver of Rights. The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

14. Rights and Remedies Not Exclusive. Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

15. Severability. If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

16. Conflicting Provisions. This Agreement and all of the attachments, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

17. Assignment. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Living Exhibits may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.

18. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin, without regard to its laws relating to conflict or choice of laws.

19. Interpretation. The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

20. Disputes. Any controversy, claim or dispute (“Dispute”) arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in a mutually convenient location. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s)

shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than one year after the date on which Living Exhibits concludes performance under this Agreement.

21. Multiple Copies or Counterparts of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

22. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Provides, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

23. Relationship of Parties. Living Exhibits is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

24. Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

25. Waiver or Modification. This Agreement may be modified, or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of the party against whom enforcement of the purported modification or waiver is sought.

26. Entire Agreement. This Agreement, including any and all Attachments attached hereto, all of which are incorporated herein by this reference, constitute the entire agreement and understanding between the parties hereto and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any

kind, whether written or oral, relating to the subject matter hereof or the Services or Deliverables to be provided hereunder.

27. Non Discrimination, Equal Employment Opportunity and Affirmative Action Programs In the performance of work under the AGREEMENT, Living Exhibits, Inc. shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Living Exhibits, Inc. will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Milwaukee County Zoo, setting forth the provisions of the non-discriminatory clause.

Living Exhibits, Inc. agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Exhibit A and made a part of the AGREEMENT. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Living Exhibits, Inc. work force, under represented. Living Exhibits also agrees that in the event of any dispute as to compliance with the aforementioned requirement, it shall be its responsibility to show that it has met all such requirements. When a violation of the non-discrimination, equal opportunity of Affirmative Action provisions of this section has been determined by Milwaukee County Zoo, Living Exhibits, Inc. shall immediately be informed of the violation, and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Living Exhibits, Inc. further violations of this section are committed during the term of the AGREEMENT, the Milwaukee County Zoo may terminate the AGREEMENT with liability for the uncompleted portion of the materials or services purchased or paid for by Living Exhibits, Inc. for use in completing the AGREEMENT, or it may permit Living Exhibits, Inc. to complete the AGEEMENT, but in either event, Living Exhibits, Inc. shall be ineligible to bid on any future AGREEMENT let by the Milwaukee County Zoo.

28. Code of Ethics Living Exhibits, Inc. shall not hire, retain or utilize for compensation any member, officer or employee of Milwaukee County Zoo or any person who, to the knowledge of Living Exhibits, Inc. has a conflict of interest. Living Exhibits, Inc. agrees to be bound by applicable Code of Ethics that states in relevant part: "No person may offer to give to any Milwaukee County Zoo officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."

29. Survival. The provisions of sections 4, 6, 7, 10, 12, and 20 shall survive the termination or expiration of this Agreement.

In consideration of the mutual obligations assumed under this Agreement, Living Exhibits and Customer agree to the Terms and Conditions attached hereto and incorporated by reference and represent that this Agreement is executed by duly authorized representatives as of the dates below.

**AGREED BY:
MILWAUKEE COUNTY ZOO**

By: _____
Name: _____
Title: _____
Date: _____

LIVING EXHIBITS, INC.

By: _____
Name: Michael D. Yeakle
Title: President & CEO
Date: _____

Attachment A

Statement of Work

Description of Services:

The Milwaukee County Zoo is contracting with Living Exhibits, Inc. to provide a public Exhibit, named Stingray Lagoon (the exhibit) or as otherwise named by mutual consent. The period of performance of this contract shall be from contract award through October 30, 2014 and the exhibit will be open to the public as stated below.

The exhibit is an estimated 15,000 gallon pool designed for visitor interaction with stingrays and sharks. Living Exhibits, Inc. will provide stingrays and sharks together with supervisory staff in a manner that will facilitate visitors to interact with both the animals and staff. This will occur in the form of interactive touch and feeding of the stingrays and interpretive interactions between the guests and exhibit staff.

In order to provide The Milwaukee County Zoo with this experience, Living Exhibits will do the following:

- Design and build a 15,000 gallon salt water pool with appropriate life support equipment;
- Living Exhibits and/or general contractors and sub-contractors hired by Living Exhibits will be responsible for all permitting for the pool and life support equipment installation;
- Living Exhibits will provide graphics within the exhibit to support the theme and provide education oriented informational content to the visitors;
- Provide the following approximate number of animals in the exhibit:
 - 20 Cownose Rays – or comparable without adversely affecting visitor experience.
 - 4 Southern Red Stingrays – or comparable without adversely affecting visitor experience.
 - 3 Bonnethead Sharks – or comparable without adversely affecting visitor experience.
 - 4 Banded or Spotted Bamboo Sharks
 - 6 Horseshoe Crabs
- Provide a qualified Exhibit Supervisor and Assistant Exhibit Supervisor who will oversee all of the behavioral, life support and husbandry aspects of the exhibit. This Supervisor, Assistant Supervisor or designee will be present anytime the exhibit is open to the public. The Living Exhibits Exhibit Supervisor and the assistant will each work a 40 hour work week including being on site weekends and holidays. Any exception to this schedule due to vacation time or personal leave will be communicated with the customer one-week in advance of the change. Days off for these individuals will be staggered so that one of them is present each day.
- Provide all animal food and food trays to support sales of animal food to public.

- Provide veterinary oversight for the Exhibits animal collection. This shall include, but not be limited to, oversight of the animals' collection's general husbandry procedures, diets, and routine health monitoring. Living Exhibits will provide animal care consistent with USDA standards. Living Exhibits will determine animal care parameters and will bear associated costs. Living Exhibits will communicate daily with the Milwaukee County Zoo POC through digital daily log and through personal communications when appropriate. All parties will comply with all local, state and federal animal care regulations.
- The exhibit will be open to the general public according to the following schedule unless special arrangement by mutual consent has been approved (see Note 1 Exhibit A).
 May TBD, 2013 – September TBD, 2013 - 9:00 a.m. – 6:00 p.m.
 May TBD, 2014 – September TBD, 2014 – 9:00 a.m. – 6:00 p.m.
 Hours may vary as mutually agreed upon.
- During the off-season between 2013 and 2014, Living Exhibits will remove the animals from the Milwaukee County Zoo and drain/winterize the pool and LSS equipment. Animals will be removed from the premises no later than 15 days after the exhibit closes to the public both during the off-season and at contract completion.

Milwaukee County Zoo will provide and be responsible for the following:

- Milwaukee County Zoo will provide full access to an appropriately sized area for the exhibit within the Special Exhibits Hall.
- Living Exhibits agrees to comply with all code requirements relative to permit requirements in the building of the exhibit features, electrical and plumbing.
- Milwaukee County Zoo will provide, at their cost, all necessary utilities to support the Exhibit and Animal Support Areas at the site at all times. This will include, potable water, lighting, HVAC and electricity (including emergency generator power).
- Milwaukee County Zoo will provide internet access for Living Exhibits staff computers.
- Milwaukee County Zoo will include the exhibit in their standard security service on a 24/7 daily basis at no cost to Living Exhibits.
- Milwaukee County Zoo will provide trash service on a daily basis at no cost to Living Exhibits.
- Milwaukee County Zoo is responsible for conducting all marketing and advertising of the Exhibit to the public.
- Milwaukee County Zoo will provide an attendance, In-water photo and food sales analysis to Living Exhibits on a weekly basis.
- Milwaukee County Zoo will provide cold storage for animal food (4 pallets) on site or near site.
- Milwaukee County Zoo personnel will be responsible for handling all revenue collecting equipment, supplies, and money.
- During the entire run of the exhibit, Milwaukee County Zoo and zoo will be required to provide, at their cost, the following exhibit labor support:
 - All labor associated with crowd control external to the exhibit (including exhibit entrance que and access).

- All labor associated with food cup sales (not food cup prep).
- Three (3) additional staff each day the exhibit is open and for all hours the exhibit is open to the public. This staff will be trained by the Living Exhibits Exhibit Supervisor or designee in visitor interaction and will also be utilized to provide animal safety in the exhibit. This requirement may allow for less staffing on days when attendance does not warrant three (3) people and will be determined at the discretion of the Living Exhibits Exhibit Supervisor in discussion with Milwaukee County Zoo management. Similarly, based upon attendance, the exhibit may require more than 3 people in this role.
- Volunteer Staffing – use of Milwaukee County Zoo volunteer staffing will be based on the mutual agreement of both parties for each individual proposed.
- Upon completion of the period of performance, Milwaukee County Zoo will allow a reasonable period of time (not to exceed 30 days) for Living Exhibits to breakdown the Exhibit and remove the animals and props.
- Milwaukee County Zoo will allow the exhibit to remain in place during the “off-season” between summer 2013 and summer 2014 – animals to be removed during off-season.
- All Life Support Equipment and other Living Exhibits equipment will be removed from the property within 30 days of the end of exhibit closing.

Period of Performance:

The period of performance for this contract is from contract award through September 30, 2014 unless extended.

Reservation of Rights:

Living Exhibits hereby reserves the following rights:

For purposes of animal safety, Living Exhibits reserves the right to approve any equipment or apparatus introduced into the Exhibit.

Milwaukee County Zoo hereby reserves the following rights:

Milwaukee County Zoo reserves the sponsorship rights for this Exhibit.

Milwaukee County Zoo reserves the rights to retain all revenues derived through merchandise sales and events and parties outside of regular exhibit hours.

Living Exhibits and Milwaukee County Zoo hereby reserve the following rights:

Living Exhibits and Milwaukee County Zoo each hereby reserve the right to close the Exhibit at any time due to an animal or public safety emergency. The Exhibit will re-open as quickly as possible once the emergency is over.

Living Exhibits and the Milwaukee County Zoo will share In-water photos and food sales revenues as stipulated in Attachment “B”.

Notes:

- 1) Living Exhibits is not responsible for damage to the floor, ceiling, walls, fixtures or HVAC of the exhibit building unless there is evidence of willful or malicious damage being caused by Living Exhibits staff or sub-contractors.
- 2) Living Exhibits will have the right to conduct and In-water photo concession during the run of the exhibit. Living Exhibits will be responsible for all costs of the concession with the exception of the cost for labor of printing and sales of the photos which will occur in the merchandise area of the exhibit at no additional costs to Living Exhibits. In-water photo concession revenues will be shared between Living Exhibits and Milwaukee County Zoo as stated in "Attachment B".
- 3) This is a two season contract with no cancellation considerations other than those provided for in the "Terms and Conditions" section of this agreement.

Attachment B

Price and Payment

Price:

The Total Fixed Price for the above-indicated services is as follows:

\$258,000 payable as stated in the 2013 Milestones Payment section below plus twelve (12) monthly payments of \$11,250 beginning on January 15, 2013 and ending on December 15, 2013 and \$85,000 as stated in the 2014 season Milestone Payments section below plus (12) monthly payments of \$20,916 beginning on January 15, 2014 and ending on December 15, 2014.

Additionally, during the 2013 season, Milwaukee County Zoo will pay to Living Exhibits 75% of animal food sales (gross sales after taxes) and 75% of In-water photo sales (gross sales after taxes). During the 2014 season, Milwaukee County Zoo will pay to Living Exhibits 50% of animal food sales (gross sales after taxes) and 50% of In-water photo sales (gross sales after taxes).

All other associated revenues including admission, merchandise, food and beverage, sponsorship, etc. are not shared and belong to the Milwaukee County Zoo.

Milestone Payments:

2013 Season

Payment #	Due Date	Percentage of Price	Dollar Amount
1	Contract Award January 15, 2013	15%	\$38,700
2	January 15, 2013	30%	\$ 77,400
3	March 5, 2013	30%	\$ 77,400
4	May 1, 2013	25%	\$ 64,500
		100%	\$258,000

- Plus revenue share payments due on the 15 day of each month of operations (open to the public)

2014 Season

Payment #	Due Date	Percentage of Price	Dollar Amount
1	January 5, 2014	50%	\$42,500
2	March 1, 2014	50%	\$42,500
		100%	\$85,000

Plus revenue shares as stated above.