IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

CASE NO:

MIAMI-DADE COUNTY,

Plaintiff,

v.

MS LEISURE COMPANY, INC.,
and All Others in Possession,

Defendant.

_____/

COMPLAINT

Plaintiff, Miami-Dade County (the "County"), by and through its undersigned counsel sues Defendant, MS Leisure Company, Inc. ("MS Leisure"), and alleges:

Parties, Jurisdiction, Venue and Conditions Precedent

1. This is an action for removal of a commercial tenant from real property located in Miami-Dade County, Florida, as authorized by Chapter 83 of the Florida Statutes. This action is filed in accordance with Sections 83.21, 51.011, and 86.011, Florida Statutes.

2. The County owns the following real property in Miami-Dade County: 4400 Rickenbacker Causeway, Key Biscayne, Florida, identified by Folio No.: 30-4220-000-0010 (the "Premises").

3. The Premises is the location of, and the tenant is the operator and controller of, the Miami Seaquarium.

OFFICE OF THE COUNTY ATTORNEY, MIAMI-DADE COUNTY, FLORIDA
TELEPHONE 305.375.5151

4. MS Leisure is a Florida corporation, with its principal address in Miami-Dade County, and conducts business in Miami-Dade County.

5. All conditions precedent to the bringing of this action have occurred, have been waived, or have been excused, and all acts alleged in this Complaint occurred within the applicable limitations periods.

Factual Background

I. The Lease Agreement

6. On October 19, 2021, the Miami-Dade County Board of County Commissioners (the "Board") approved Resolution No. R-991-21 which authorized the assignment of a written lease agreement, the "Amended and Restated Lease Between Miami-Dade County and Marine Exhibition Corporation, d/b/a The Miami Seaquarium" dated July 25, 2000, as amended by a First Amendment dated November 16, 2001, a Second Amendment dated August 7, 2003, a Third Amendment dated September 9, 2022, and three Lease Extension Agreements dated July 7, 2006, October 6, 2006, and March 9, 2020, (collectively, the "Lease Agreement" or "Lease"), to MS Leisure, attached as Composite **Exhibit "A,"** and incorporated herein by reference. The Lease Agreement was originally approved by the Board on July 25, 2000, pursuant to Resolution No. R-825-00.

6. MS Leisure began operating the Miami Seaquarium in March 2022. Pursuant to the terms of the Lease Agreement, MS Leisure is required to operate the Miami Seaquarium "by providing a family oriented tourist attraction which includes, but is not limited to, an Aquarium . . . and related facilities." Lease, Section 3.

7. The Lease Agreement bound MS Leisure to certain obligations, including but not limited to the requirement to "keep the Demised Premises and all improvements and personal

property thereon, exclusive of animals, in a good state of repair and in a clean condition, subject to damage or destruction by fire or other elements, similar to other facilities maintained by Lessee." Lease, Section 11 (as set forth in the Third Amendment), excerpt attached hereto as **Exhibit "A1."**

8. Critically, pursuant to the Lease Agreement, MS Leisure was also required to "maintain animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act as applicable." *Id*.

9. Further, the Lease specifically provided that the parties "are subject to all applicable laws, rules, regulations, codes, ordinances, and statutes and the [Lease] shall not be deemed to permit Lessee to violate the same or to limit Lessor's authority to enforce same." Lease, Section 29, excerpt attached hereto as **Exhibit "A2."**

10. The Lease also required MS Leisure to "secure and maintain all applicable certifications necessary to ensure the proper maintenance and oversight of the Demised Premises and all improvements thereon, including but not limited to, certifications by the Alliance of Marine Mammal Parks and Aquariums ("AMMPA"), and the American Humane Association (or similar third-party validated program). The Lessee shall also commit to using reasonable efforts to seek Association of Zoos & Aquariums ("AZA") accreditation." Lease, Section 27, subsection R (as set forth in the Third Amendment), excerpt attached hereto as **Exhibit "A3."**

11. All of the aforementioned terms of the Lease were material terms of the Lease Agreement.

II. MS Leisure's Breaches of the Lease Agreement

12. MS Leisure failed to comply with the material obligations of the Lease Agreement, including (a) failing to keep the Premises and all improvements and personal property thereon, exclusive of animals, in a good state of repair and in a clean condition, (b) failing to maintain

animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act, (c) failing to comply and abide by all applicable laws, rules, regulations, codes, ordinances, and statutes, such as applicable building codes, County ordinances, and laws governing the handling, treatment and care of animals, and (d) failing to secure and maintain all applicable certifications necessary to ensure the proper maintenance and oversight of the Premises and using reasonable efforts to seek AZA accreditation.

13. MS Leisure's continued failure to keep the Premises and all improvements and personal property thereon, exclusive of animals, in a good state of repair and in a clean condition, is well documented. The volume of issues identified by the County's Building Official, along with the continuous and ongoing failures to adequately maintain the Premises during the years MS Leisure has managed the Seaquarium, amounts to a continuous breach of its obligations under the Lease.

14. MS Leisure's continued failure to maintain the animals in their care in accordance with federal laws and regulations is also well documented. The volume of inspection reports outlining Seaquarium's failures issued by the United States Department of Agriculture, along with the continuous and ongoing failures to adequately handle and care for the Seaquarium's animals in accordance with federal laws and regulations during the years MS Leisure has managed the Seaquarium, amounts to a continuous breach of its obligations under the Lease.

A. <u>The First Notice of Breach – Lack of Veterinary Care of Dolphins</u>

15. On or about October 28, 2022, the County sent a Notice of Non-Compliance to MS Leisure ("10/28/22 Notice"), attached hereto as **Exhibit "B,"** setting forth defaults by MS Leisure in violation of the Lease Agreement and providing MS Leisure an opportunity to cure the defaults. Specifically, the 10/28/22 Notice referenced failures to maintain animals in accordance with the

Animal Welfare Act ("AWA") and its mandatory regulations specified in Title 9, Section 2.40, of the Code of Federal Regulations[1] governing attending veterinarian and adequate veterinary care (Section 2.40 "Veterinary Care").

16. As referenced in the 10/28/22 Notice (Ex. B), MS Leisure violated Section 2.40 "Veterinary Care" by cutting the dolphins' diets by 60% resulting in "very thin animals." *See* USDA Inspection Report dated September 23, 2022 from its July 6, 2022 inspection ("09/23/22 Inspection Report"), attached hereto as **Exhibit "B1."**

B. <u>The Second Notice of Breach – Numerous Breaches</u>

17. On or about November 1, 2023, the County sent a Notice of Default to MS Leisure ("11/01/23 Notice"), attached hereto as **Exhibit "C,"** setting forth defaults by MS Leisure in violation of the Lease Agreement and providing MS Leisure an opportunity to cure the defaults. Specifically, the 11/01/23 Notice referenced failures to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in: Section 2.40 "Veterinary Care"; Section 2.131 "Handling of Animals"; and also in Subpart E, Specifications for the Humane Handling, Care, Treatment, and Transportation of Marine Mammals (Section 3.101 "Facilities"; Section 3.103 "Outdoor Facilities"; Section 3.108 "Employees or Attendants"; and Section 3.109 "Separation").

i. <u>Lack of Veterinary Care of Dolphins, Again</u>

18. As referenced in the 11/01/23 Notice (Ex. C), MS Leisure failed to maintain animals in accordance with Section 2.40 "Veterinary Care" by failing to follow, and ignoring, the determinations and authority of the attending veterinarian ("AV"), including the AV's determination in January 2023 that a dolphin named Elelo should be transferred because his

[1] All references to code "Sections" herein refer to Title 9 of the Code of Federal Regulations.

enclosure was no longer suitable after treatment for foreign body ingestion, and her subsequent determination six months later in July 2023, after continued foreign body ingestion, that the facility did not have the equipment to keep the dolphin in the current pool that needed significant maintenance and posed repeated risk of foreign body ingestion. Additionally, MS Leisure appointed a corporate trainer in charge of dolphin training, instructed employees not to communicate with the AV, and excluded the AV from the chain of command. A copy of the USDA's Inspection Report dated September 27, 2023 from its July 17, 2023 inspection ("09/27/23 Inspection Report") is attached hereto as **Exhibit "C1."**

19. The 11/01/23 Notice is the County's second notice to MS Leisure of its failure to maintain animals in accordance with Section 2.40 "Veterinary Care," relating to the inadequate veterinary care of dolphins. This failure is a default that dates back to at least July 2022.

ii. *Improper Handling of Animals (Dolphins)*

20. As further referenced in the 11/01/23 Notice (Ex. C) and set forth in the 09/27/23 Inspection Report (Ex. C1), MS Leisure also failed to maintain animals in accordance with Section 2.131(c)(1) "Handling of Animals" by inadequately handling or controlling dolphins as demonstrated by the fact that a dolphin named Gemini broke away and grabbed and bit the hand of a child spectator.

iii. *Improper Maintenance of Facilities*

21. Additionally, as also referenced in the 11/01/23 Notice (Ex. C) and set forth in the 09/27/23 Inspection report (Ex. C1), MS Leisure also failed to maintain animals in accordance with:

a. Section 3.101(a) "Facilities" by failing to maintain a marine mammal enclosure in good repair and protect animals from injury as demonstrated by fact that a dolphin named Elelo

in January 2023 ingested a plastic zip tie, a piece of broken plastic, and a large piece of cement (all of which had been consumed from the deficient facilities in the dolphin's pool), and again in July 2023 ingested sand and glass filtration media from the deficient facilities.

b. Section 3.103(b) "Outdoor Facilities" by failing to provide protection from weather or direct sunlight for a manatee housed in a pool with no natural or artificial shade.

iv. *Improper Staffing*

22. Additionally, as also referenced in the 11/01/23 Notice (Ex. C) and set forth in the 09/27/23 Inspection Report (Ex. C1), MS Leisure failed to maintain animals in accordance with Section 3.108(a) "Employees or Attendants" by failing to maintain a sufficient number of employees as demonstrated by the fact that the facility had a single veterinarian after an associate veterinarian was terminated and three veterinary techs resigned, and the single veterinarian could only prioritize non-routine, sick, and urgent cases and could not perform routine samples and care.

v. *Improper Separation of Animals (Dolphins and Manatees)*

23. Additionally, as also referenced in the 11/01/23 Notice (Ex. C) and set forth in the 09/27/23 Inspection Report (Ex. C1), MS Leisure failed to maintain animals in accordance with Section 3.109 "Separation" by failing to separate a dolphin named Bimini from noncompatible animals as demonstrated by the fact that in February 2023 Bimini had multiple bilateral rib fractures. Moreover, MS Leisure also failed to maintain animals in accordance with Section 3.109 "Separation" by keeping a manatee named Romeo alone after releasing three manatees to the wild in the spring of 2023 and failing to meet the requirements to receive another manatee, even though manatees must be housed with at least one other compatible animal of the same or biologically related species.

vi. *Failure to Maintain the Premises in a Good State of Repair and Clean Condition*

24. As referenced in the 11/01/23 Notice (Ex. C) and set forth in the 09/27/23 Inspection Report (Ex. C1), MS Leisure failed to maintain the Premises in a good state of repair and clean condition by failing to keep Elelo's dolphin pool area free of the debris that he ingested and as demonstrated by the fact that the pool had a layer of broken flaking cement.

C. <u>The Third Notice of Breach – Multiple Breaches</u>

25. On or about December 22, 2023, the County sent another Notice of Default to MS Leisure ("12/22/23 Notice"), attached hereto as **Exhibit "D,"** setting forth defaults by MS Leisure in violation of the Lease Agreement and providing MS Leisure an opportunity to cure the defaults.

i. <u>Improper Staffing, Again</u>

26. Specifically, as set forth in the 12/22/23 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in Section 3.108(a) "Employees or Attendants" by failing to have a sufficient number of adequately trained employees as demonstrated by the fact that the facility had no veterinary technicians and no full-time support staff, with only two veterinarians who were unable to perform routine and preventative exams and "continue to prioritize sick and urgent cases." A copy of the USDA's Inspection Report dated November 7, 2023 from its November 2, 2023 inspection ("11/07/23 Inspection Report") is attached hereto as **Exhibit "D1."**

27. The 12/22/23 Notice is the County's second notice to MS Leisure of its failure to maintain animals in accordance with Section 3.108 "Employees or Attendants," relating to the inadequate staffing resulting in inadequate veterinary care that could only prioritize urgent cases and could not provide routine care of animals. This failure is a default that dated back to at least September 2023.

ii. <u>Failure to Maintain the Premises in a Good State of Repair and Clean Condition</u>

28. Additionally, as set forth in the 12/22/23 Notice, MS Leisure failed to maintain the Premises in a good state of repair and in a clean condition and in compliance with all applicable laws, rules, regulations, codes, ordinances, and statutes, as required by Sections 11 (as set forth in the Third Amendment) and 29 of the Lease Agreement. Specifically, the 12/22/23 Notice referenced Notices of Violation dated December 11, 2023 through December 14, 2023 (Composite **Exhibit "D2"**) documenting violations of the Florida Building Code and the Code of Miami-Dade County related to at least fourteen (14) buildings or areas located on the Premises and ordering the repair or demolition of Unsafe Structures. The violations include:

a. Case No. 20240226026 (Building U): Falling away, hanging loose, or loosening of siding, block, brick, or other building material in violation of Chapter 8, Section 8-5(b)(2)(i), of the Code of Miami-Dade County and the Florida Building Code; deterioration of structure or structural parts in violation of Chapter 8, Section 8-5(b)(2)(ii), of the Code of Miami-Dade County and the Florida Building Code; fire or windstorm hazard in violation of Chapter 8, Section 8-5(a)(2) of the Miami-Dade County Code and the Florida Building Code; and conditions dangerous to human life and welfare in violation of Chapter 8, Section 8-5(a)(2) of the Miami-Dade County Code and the Florida Building Code. As a result of these conditions, the Miami-Dade County Regulatory and Economic Resources Department has found Building U to be an unsafe structure. This Unsafe Structure case remains open. The conditions have not been remedied and continue to violate the Code of Miami-Dade County and the Florida Building Code.

b. Case No. 20240226350-B (Common Areas): Failure to obtain required permit(s) for various detached structures throughout the Premises,

including shipping containers, an upside-down gazebo, plastic, metal, and wood sheds, a tent, and canopies with metal roofs, in violation of Chapter 1, Section 105.1, of the Florida Building Code. Some containers and sheds installed without permits have electrical connections, and several open electrical boxes and exposed wiring were observed throughout the Premises.

c. Case No. 20240226294-B (Building D): Failure to maintain the whale trailer, as demonstrated by missing pieces of skirt, as well as improperly anchored tiedown straps, in violation of Chapter 8, Section 8-11(a), of the Code of Miami-Dade County.

d. Case No. 20240226287-B (Building N): Failure to obtain required permit(s) for the structure over the freezer at the rear of the Dolphin Harbor building in violation of Chapter 1, Section 105.1, of the Florida Building Code, and failure to maintain said structure in violation of Chapter 8, Section 8-11(a), of the Code of Miami-Dade County.

e. Case No. 20240226310-B (Area O): Failure to maintain Flipper Stadium—as demonstrated by: mild to severe corrosion of the steel framing supporting the roof; concrete beams and slabs with exposed rebar, spalling, and cracks; and railings with corrosion at the bottom connections—in violation of Chapter 8, Section 8-11(a), of the Code of Miami-Dade County.

f. Case No. 20240226378-B (Building R): Failure to obtain required permit(s) for the canopy over the penguin chiller area in violation of Chapter 1, Section 105.1, of the Florida Building Code.

g. Case No. 20240226359-B (Building T): Failure to obtain required permit(s) for a detached landscape shed, built to no known code, in violation of Chapter 1, Section 105.1, of the Florida Building Code.

h. Case No. 20240226312-B (Building V): Failure to obtain required permit(s) for west side of a workshop building, "enclosed with plywood and rolling doors to no known code," in violation of Chapter 1, Section 105.1, of the Florida Building Code. Composite **Exhibit "D2"** at 7.

i. Case No. 20240226315-B (Building W): Failure to maintain the fish house building, as demonstrated by double tees with cracks and spalling and an exterior metal door that needs replacement, in violation of Chapter 8, Section 8-11(a), of the Code of Miami-Dade County.

j. Case No. 20240226297-B (Area Y): Failure to obtain required permit(s) for a wood and canvas canopy covering oxygen tanks, "built to unknown code," in violation of Chapter 1, Section 105.1, of the Florida Building Code. *Id.* at 9.

k. Case No. 20240226322-B (Building DD): Failure to obtain required permit(s) for finance building's canvas canopy and shed in violation of Chapter 1, Section 105.1, of the Florida Building Code, and failure to maintain corrugated metal panel (with signs of corrosion) and wood siding in repair, in violation of Chapter 8, Section 8-11(a), of the Code of Miami-Dade County.

l. Case No. 20240226329-B (Building FF): Failure to maintain the manatee tank area, as demonstrated by empty tanks showing cracks at the bottom slab, floor slab at walking area with cracks, and corrosion on tanks and steel

columns from a previous canopy, in violation of Chapter 8, Section 8-11(a), of the Code of Miami-Dade County.

m. Case No. 20240226332-B (Building HH): Failure to maintain the Manatee Bay Cafe, as demonstrated by ponding water and damaged metal drip edge, in violation of Chapter 8, Section 8-11(a) of the Code of Miami-Dade County.

n. Case No. 20240226372-B (Building GG): Failure to maintain Dolphin Stadium—as demonstrated by: missing, sagging, loose, or broken upper deck tension cables; medium to severe corrosion on steel beams supporting tensile structure; cracks and surface deterioration at top surface deck; severe corrosion at the bottom of the steel column supporting the canopy over the reef tank; damage of the second level edge of the roof, including the drip edge and gutter; bulging, cracking, and spalling at the underside of the upper deck; the soffit hiding the electric cables is detached and deflecting; crack on top surface of the second level slab; corrosion on steel columns supporting the upper deck; second level storage room/air compressor room portion of the exterior wall with cracks and displaced; and plywood covering the bottom of the second level, with cracks visible adjacent to the plywood—in violation of Chapter 8, Section 8-11(a), of the Code of Miami-Dade County.

D. <u>The Fourth Notice of Breach – Numerous Breaches</u>

29. On or about March 7, 2024, the County sent a Notice of Termination of Lease and Additional Notice of Defaults ("03/07/24 Notice"), attached hereto as **Exhibit "E,"** setting forth defaults by MS Leisure in violation of the Lease Agreement.

30. As stated in the 03/07/24 Notice (Ex. E), the County terminated the Lease based on MS Leisure's continuous and repeated violations of Sections 11 (as set forth in the Third Amendment) and Section 29 of the Lease, specifically:

a. The numerous instances of failures to maintain animals in accordance with the AWA and its mandatory regulations and standards as documented by the County's many notices dating back to 2022 and the repetitive and troubling circumstances documented in USDA notices and inspection reports dating back to 2022.

b. The numerous instances of failure to maintain the Premises in a good state of repair and clean condition as documented by the many Notices of Violations issued by the Building Official finding that several structures on the Premises are unsafe and structurally deficient, as well as the deficient facilities documented in USDA notices and inspection reports.

31. The 03/07/24 Notice (Ex. E) also set forth additional defaults by MS Leisure in violation of the Lease Agreement, specifically MS Leisure's numerous (and ongoing) failures to maintain animals in accordance with the AWA and its mandatory regulations and standards documented by the USDA's Inspection Report dated December 7, 2023 from its November 28, 2023 inspection ("12/07/23 Inspection Report") attached hereto as **Exhibit "E1,"** and the USDA's Inspection Report dated January 9, 2024 from its October 16, 2023 inspection ("01/09/24 Inspection Report"), attached hereto as **Exhibit "E2."**

i. *Lack of Veterinary Care, Yet Again*

32. Specifically, as set forth in the 03/07/24 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in Section 2.40 "Veterinary Care" by:

a. Failing to provide adequate care, facilities, or the necessary equipment, to conduct diagnoses for an appropriate treatment plan for animals in need of veterinary attention, as demonstrated by MS Leisure's failure to adequately examine, diagnosis, and formulate a treatment plan for a manatee named Clarity. *See* Ex. E1.

b. Failing to provide the AV with (1) the authority or equipment to provide the care and treatment the AV deemed specifically necessary for Sushi the sealion, three dolphins, and three manatees, and (2) the functioning equipment necessary for adequate diagnostics and treatment of all the animals. *See* Ex. E2.

c. These failures were noted by USDA to be "Critical" and "Repeat." *See* Ex. E1, Ex. E2.

33. The 03/07/24 Notice is the County's third notice to MS Leisure of its failure to maintain animals in accordance with Section 2.40 "Veterinary Care," relating to the inadequate veterinary care of animals at the Seaquarium. This failure is a default that dates back to at least July 2022.

34. MS Leisure's failure to provide adequate veterinary care is a repeated, ongoing default and violation of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease. The County's prior Notices also identified MS Leisure's failures relating to the inadequate staffing resulting in inadequate veterinary care that could only prioritize urgent cases and could not provide routine care of animals, identified as failures to maintain animals in accordance with Section 3.108 "Employees or Attendants," such failures representing defaults that date back to at least September 2023.

ii. *Improper Maintenance of Facilities, Again*

35. Specifically, as set forth in the 03/07/24 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards governing animal facilities, as specified in:

Dolphin Facilities

a. Section 3.101 "Facilities" due to (1) disrepair of dolphin pools that had broken concrete and missing cement (Ex. E1), (2) unsecured metal grate in the sealion holding posing a potential hazard (Ex. E1), (3) ingestion of foreign material (nail, mangrove pod, shell pieces, and broken bolt) by dolphins Ripley and Bimini found in dolphin enclosures (Ex. E2), and (4) inadequate dolphin pool barriers allowing dolphin Onyx to jump the barrier between pools (Ex. E2). These failures were noted by the USDA to be "Repeat." *See* Ex. E1, Ex. E2.

Tropical Wings Bird Facilities

b. Section 3.150 "Facilities" due to excessive rust on multiple indoor and outdoor enclosures in the Tropical Wings section which compromised the structural strength of the enclosures and presented dangerous surfaces for the birds to injure themselves and prevented proper cleaning and sanitization (Ex. 1); and also due to damaged walls in the trailer that provides housing for 11 parrots resulting from parrots chewing on walls through the metal bars (Ex. E2). These failures were noted by the USDA to be "Repeat." *See* Ex. E1.

Penguin Facilities

c. Section 3.151 "Facilities, Indoor" due to a ventilation problem, excessive accumulation of condensation on the ceiling, black mold growth, areas of bubbling and peeling paint, and a missing air filter in the ventilation duct, causing excessive

dust and debris to enter the area, in the indoor penguin enclosure; and a strong noxious odor and insufficient ventilation in trailer housing parrots. Ex. E1, Ex. E2.

Flamingo Facilities

d. Section 3.152 "Outdoor Facilities" due to lack of adequate shelter for 29 flamingoes that must be protected from inclement weather by some form of shelter that is also ventilated in hot weather to contain the birds and prevent harm from direct sunlight and excessive rain, wind, or hail. Ex. E1.

Perimeter Fences

e. Section 3.103 "Outdoor Facilities" due to disrepair and defects of perimeter fences that is necessary to enclose the premises and prevent entry of stray cats and unauthorized animals and persons. These failures were noted by USDA to be "Repeat." *See* Ex. E1, Ex. E2.

36. MS Leisure's failure to adequately maintain the animal facilities is a repeated, ongoing default and violation of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease. MS Leisure's failure to provide adequate facilities for the dolphins, as demonstrated by the dolphin's repeated ingestion of dangerous foreign material, is a repeated ongoing default and violation of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease. For example, the ingestion by dolphins of foreign materials dates back to at least July 2023 and occurred again in September 2023 and in October 2023.

iii. *Improper Staffing, Again*

37. The 03/07/24 Notice referenced failures to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in:

a. Section 3.108 "Employees or Attendants" due to inadequate number of trained employees in the Veterinary Care Department because the facility had only one veterinarian, and no veterinary technicians, causing the facility to prioritize urgent cases and postpone routine animal care. These failures were noted by the USDA to be "Repeat." *See* Ex. E1.

b. Section 3.159 "Employees" due to failure to have enough adequately trained employees that can maintain an acceptable level of handling and care for the animals.

38. The 03/07/24 Notice is the County's third notice to MS Leisure of its failure to maintain animals in accordance with Section 3.108 "Employees or Attendants." MS Leisure's failure to have adequate staffing is a repeated, ongoing default and violation of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease that dates back to at least September 2023.

iv. Improper Handling of Animals (Dolphins), Again

39. As set forth in the 03/07/24 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in Section 2.131 "Handling of Animals" due to failure to handle and control a dolphin named Zo that resulted in Zo being kicked in the mouth by a guest kicking frantically in the water during an animal encounter. These failures were noted by the USDA to be "Repeat." *See* Ex. E2.

40. The 03/07/24 Notice is the County's second notice to MS Leisure of its failure to maintain animals in accordance with Section 2.131 "Handling of Animals." MS Leisure's failure to properly handle the dolphins is a repeated, ongoing default and violation of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease that dates back to at least September 2023.

v. Improper Separation of Animals (Manatees), Again

41. As set forth in the 03/07/24 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in Section 3.109 "Separation" due to the fact that a manatee named Romeo was still being housed alone in a pool even though manatees should be housed with at least one compatible animal of the same or biologically related species. Ex. E2.

42. MS Leisure's failure to properly separate animals, in the manner required by the AWA, is a repeated, ongoing default and violation of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease that dates back to at least September 2023.

vi. *Improper Water Quality*

43. As set forth in the 03/07/24 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in:

a. Section 3.106 "Water Quality" due to excessively high counts of coliform bacteria that posed a risk to the health of the animals. *See* Ex. E1.

b. Section 3.157 "Water Quality" due to (1) poor drainage and stagnant water and (2) high coliform counts in the enclosure housing the 29 flamingos. These failures were noted by the USDA to be "Repeat." *See* Ex. E1, Ex. E2.

vii. *Improper Primary Enclosures (Birds)*

44. As set forth in the 03/07/24 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in Section 3.153 "Primary Enclosures" due to insufficient numbers and poor condition of bird perches for the parrots in the Tropical Wings section.

viii. *Improper Sanitation*

45. As set forth in the 03/07/24 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in Section 3.107 "Sanitation" and 3.158 "Cleaning, Sanitization, Housekeeping, and Pest Control" due to the large number of ants present in the vet clinic on and inside the cabinet storing vitamins and supplements. Ex. E2.

ix. *Improper Environment, Psychological Well-Being (Birds)*

46. As set forth in the 03/07/24 Notice, MS Leisure failed to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in Section 3.154 "Environment Enhancement to Promote Psychological Wellbeing" due to macaws and parrots showing psychological distress with extensive feather plucking and feather destructive behavior. Ex. E1, Ex. E2.

x. *Failure to Maintain the Premises in a Good State of Repair and Clean Condition*

47. As referenced in the 03/07/24 Notice (Ex. E) and set forth in the 12/07/23 Inspection Report (Ex. E1) and the 01/09/24 Inspection Report (Ex. E2), MS Leisure failed to maintain the Premises in a good state of repair and clean condition by failing to keep the animal facilities in good condition.

48. The 03/07/24 Notice (Ex. E) also referenced the Building Official's issuance of several Notice of Violations dating as far back as 2022 finding that structures on the Premises are unsafe and structurally deficient, including the Whale Bowl (Case No. 20210211387-U), the Golden Dome (Case No. 20210211348-U), Corridor A (20230218376-U), and Building U (Case No. 20240226206), and ordering the repair or demolition of Unsafe Structures on the Premises. *See* Composite **Exhibit "E3."** Specifically, the violations include:

a. As to the Whale Bowl: Falling away, hanging loose, or loosening of siding, block, brick, or other building material, in violation of Chapter 8, Section 8-5(b)(2)(i), of the Code of Miami-Dade County and the Florida Building Code; deteriorated structure or structural parts, in violation of Chapter 8, Section 8-5(b)(2)(ii), of the Code of Miami-Dade County and the Florida Building Code; and conditions dangerous to human like and welfare, in violation of Chapter 8, Section 8-5(a)(2), of the Code of Miami-Dade County and the Florida Building Code. As a result of these conditions, the Miami-Dade County Regulatory and Economic Resources Department has found the Whale Bowl to be an Unsafe Structure. This Unsafe Structure case remains open. The conditions have not been remedied and continue to violate the Code of Miami-Dade County and the Florida Building Code.

b. As to the Golden Dome: Falling away, hanging loose, or loosening of siding, block, brick, or other building material, in violation of Chapter 8, Section 8-5(b)(2)(i), of the Code of Miami-Dade County and the Florida Building Code; deteriorated structure or structural parts, in violation of Chapter 8, Section 8-5(b)(2)(ii), of the Code of Miami-Dade County and the Florida Building Code; and conditions dangerous to human like and welfare, in violation of Chapter 8, Section 8-5(a)(2), of the Code of Miami-Dade County and the Florida Building Code. As a result of these conditions, the Miami-Dade County Regulatory and Economic Resources Department has found the Golden Dome to be an Unsafe Structure. The conditions have not been remedied and continue to violate the Code of Miami-Dade County and the Florida Building Code.

c. As to Corridor A: Falling away, hanging loose, or loosening of siding, block, brick, or other building material, in violation of Chapter 8, Section 8-5(b)(2)(i), of the Code of Miami-Dade County and the Florida Building Code; deteriorated structure or structural parts, in violation of Chapter 8, Section 8-5(b)(2)(ii), of the Code of Miami-Dade County and the Florida Building Code; fire or windstorm hazard, in violation of Chapter 8, Section 8-5(a)(2), of the Code of Miami-Dade County and the Florida Building Code; and conditions dangerous to human like and welfare, in violation of Chapter 8, Section 8-5(a)(2), of the Code of Miami-Dade County and the Florida Building Code. As a result of these conditions, the Miami-Dade County Regulatory and Economic Resources Department has found Corridor A to be an Unsafe Structure. This Unsafe Structure case remains open. The conditions have not been remedied and continue to violate the Code of Miami-Dade County and the Florida Building Code.

d. As to Building U: *See supra* Paragraph 28a.

49. Additionally, the 03/07/24 Notice referenced the deficient conditions of numerous Seaquarium facilities, buildings, and areas representing violations of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease Agreement, as set forth in the USDA Inspection Reports dated November 28, 2023 (Ex. E1) and November 14, 2022, attached hereto as **Exhibit "E4."**

E. <u>The Fifth Notice of Breach – Numerous Breaches</u>

50. On or about April 11, 2024, the County sent a Second Notice of Additional Defaults ("04/11/24 Notice"), attached hereto as **Exhibit "F,"** setting forth additional defaults by MS Leisure in violation of the Lease Agreement.

51. The 04/11/24 Notice (Ex. F) specifically referenced MS Leisure's numerous (and ongoing) failures to maintain animals in accordance with the AWA and its mandatory regulations and standards documented by the USDA's Inspection Report dated February 8, 2024 from its January 30, 2024 inspection ("02/08/24 Inspection Report"), attached hereto as **Exhibit "F1,"** and the USDA's Inspection Report dated March 7, 2024 from its March 5, 2024 inspection ("03/07/24 Inspection Report"), attached hereto as **Exhibit "F2."**

i. *Lack of Veterinary Care, Yet Again*

52. Specifically, the 04/11/24 Notice referenced failures to maintain animals in accordance with the AWA and its mandatory regulations and standards specified in Section 2.40 "Veterinary Care" by failing to use appropriate methods to control Pacheco's disease, which is highly infectious and deadly among birds. *See* Ex. F2. The 04/11/24 Notice is the County's fourth notice to MS Leisure of its failure to maintain animals in accordance with Section 2.40 "Veterinary Care," relating to the inadequate veterinary care of animals at the Seaquarium. This failure is a default that dates back to at least July 2022.

53. MS Leisure's failure to provide adequate veterinary care is a repeated, ongoing default and violation of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease.

ii. *Improper Maintenance of Facilities, Again*

54. Additionally, the 04/11/24 Notice referenced ongoing critical failures to maintain animals in accordance with the AWA and its mandatory regulations and standards governing animal facilities, as specified in:

Penguin Facilities

a. Section 3.150 "Facilities" due to continuing disrepair of penguin enclosures including ongoing issues with black mold growth, areas of sagging and peeling

paint, and rust stains on walls. These failures were noted by the USDA to be "Repeat." *See* Ex. F1, Ex. F2.

Golden Dome

b. Section 3.101 "Facilities" due to disrepair of the Golden Dome facility. *See* Ex. F1. These failures were noted by the USDA to be "Repeat." *See* Ex. F1.

Tropical Wings Bird Facilities

c. Section 3.150 "Facilities" due to continuing disrepair of the Tropical Wings bird facilities including ongoing issues with excessive rust, rusty surfaces, and flaking paint. Ex. F1. These failures were noted by the USDA to be "Repeat." *See* Ex. F1.

Perimeter Fences

d. Section 3.103 "Outdoor Facilities" due to disrepair and defects of perimeter fences including rust, lack structural integrity, and gaps in fencing. Ex. F2.

Sanitary Sewer Pump

55. The 4/11/24 Notice also referenced a deficient sanitary sewer pump station and collection system ("Sewer System") at the Premises, posing significant issues to the Premises and in violation of County Code. *See* March 6, 2024 Field Notices, attached hereto at **Exhibit "F3."**

56. MS Leisure's failure to adequately maintain the animal facilities is a repeated, ongoing default and violation of Sections 11 (as set forth in the Third Amendment) and 29 of the Lease.

iii. Failure to Provide Reports

57. The 04/11/24 Notice also referenced MS Leisure's failure to provide reports requested by the County in violation of Section 27 (as set forth in the Third Amendment) of the Lease.

iv. *Failure to Allow Inspection*

58. The 04/11/24 Notice also referenced MS Leisure's failure to allow inspections of the Premises requested by the County in violation of Section 27 (as set forth in the Third Amendment) of the Lease.

III. MS Leisure's Ongoing Breaches of the Lease Agreement

59. Despite having received the County's numerous notices identifying material breaches of the Lease Agreement, MS Leisure continues to violate material terms of the Lease Agreement.

60. MS Leisure continues to fail to (1) maintain the animals in accordance with the AWA and its mandatory regulations and standards, (2) maintain the Seaquarium's buildings, facilities, and structures in a good state of repair and clean condition, and (3) comply with all applicable law, as required by the Lease Agreement.

61. The Whale Bowl (Case No. 20210211387-U), the Golden Dome (Case No. 20210211348-U), Corridor A (20230218376-U), and Building U (Case No. 20240226206) remain active Unsafe Structure cases and are therefore clearly not in a good state of repair.

a. At the Whale Bowl, there has been a verbal intent to demolish the structure, but there has otherwise been no progress toward demolition or structural repair. One permit to install an egress passage has expired. Otherwise, no permits have been obtained for repairs.

b. At the Golden Dome, there is extensive spalling along the perimeter of the structure, and the Dome's connecting joints and supports are corroded and in need of immediate repair. Further, there is a brown spot in the pool from algae or debris. No permits have been obtained for repairs.

c. In Corridor A, there is extensive corrosion on the steel supports, and there is also extensive corrosion and spalling on the walls and ceiling. No permits have been obtained for repairs.

d. With respect to Building U, no permits have been obtained for repairs.

62. Further, the buildings identified in Paragraph 28 above remain in violation of the Code of Miami-Dade County and the Florida Building Code and are therefore not in a good state of repair.

63. MS Leisure continues to fail to maintain the flamingo area in accordance with the Animal Welfare Act's regulations and standards governing outdoor facilities and water quality, and also continues to fail to maintain the flamingo area in a good state of repair and clean condition. There is not enough shelter to accommodate the number and spatial needs of the flamingos, and the pools and water features lack adequate drainage and filtration, resulting in stagnant, murky, algae-filled water.

64. With respect to the Top Deck, MS Leisure continues to fail to maintain the area in accordance with the Animal Welfare Act's regulations and standards governing facilities, and also continues to fail to maintain the Top Deck in a good state of repair. There is concrete damage around the pool's perimeter, which has been covered up by paint in an attempted but inadequate repair effort, as well as corrosion of steel beams supporting the structure.

65. With respect to the Tropical Fish Aquarium, MS Leisure continues to fail to maintain the area in a good state of repair and clean condition. There is corrosion on the steel columns and spalling on the concrete beams and slabs that support the ceiling, which in turn creates the floor to the level above. Additionally, the water column inside the tank is visibly dirty.

66. MS Leisure continues to fail to maintain the sea lion holding area, which includes the Golden Dome, in accordance with the Animal Welfare Act's regulations and standards governing facilities and water quality, and also fails to maintain the sea lion holding area, which includes the Golden Dome, in a good state of repair and clean condition. There is rust in the tanks holding the sea lions, the water column is cloudy, there is peeling paint near the pools, and at least one sea lion has been seen holding its eyes closed.

67. MS Leisure continues to fail to maintain the penguin enclosure in accordance with the Animal Welfare Act's regulations and standards governing facilities generally and indoor facilities specifically, and also fails to maintain the penguin enclosure in a good state of repair and clean condition. The penguin enclosure has concrete cracking and spalling, anchor bolts on steel columns are corroded, there is mold on the ceiling and peeling paint and rust on the walls, and the facility has poor ventilation and a noxious odor.

68. MS Leisure continues to fail to maintain the fish house in a good state of repair and clean condition. The roof of the fish house is being temporarily supported with post shores and wood beams, indicating a structural problem with the roof.

69. MS Leisure continues to fail to maintain Flipper Stadium in accordance with the Animal Welfare Act's regulations and standards governing facilities, and also continues to fail to maintain Flipper Stadium in a good state of repair and clean condition. A portion of the boardwalk around the medical pool is fully submerged in water and accessible by dolphins, fencing is held up by zip ties, the steel beams supporting the canopy structure are corroded to the point of being perforated, and there is concrete cracking and spalling throughout the structure.

70. MS Leisure continues to fail to maintain Dolphin Harbor in accordance with the Animal Welfare Act's regulations and standards governing facilities, and also continues to fail to

maintain Dolphin Harbor in a good state of repair and clean condition. There is fencing held up with zip ties and algae in the water.

71. MS Leisure continues to fail to maintain the Tropical Wings section in accordance with the Animal Welfare Act's regulations and standards governing facilities, and also continues to fail to maintain the Tropical Wings Section in a good state of repair and clean condition. There is a visible vermin trail into and out of the area.

72. MS Leisure continues to fail to maintain the parrot enclosure in accordance with the Animal Welfare Act's regulations and standards governing facilities and primary enclosures. There is a rusted chain inside one of the parrot's holding cages.

73. MS Leisure continues to fail to maintain the veterinary clinic in accordance with the Animal Welfare Act's regulations and standards governing adequate veterinary care, and also continues to fail to maintain the veterinary clinic in a good state of repair and good condition. The veterinary clinic is little more than a shed that lacks the personnel, equipment, and space to adequately care for the animals on the Premises. At the County's most recent site and operational inspection, at least one sea lion and two dolphins were holding their eyes closed, and at least one dolphin was very thin and acting abnormally.

74. MS Leisure continues to fail to maintain the perimeter fence in accordance with the Animal Welfare Act's regulations and standards governing outdoor facilities, and also continues to fail to maintain the perimeter fence in a good state of repair and clean condition. There are gaps along the perimeter fence, a number of fence posts are rusted through, there is evidence of vermin trails underneath the fence, and there is razor wire hanging down on the public side of the fence. There are invasive species throughout the Premises, including birds, iguanas, and cats.

75. MS Leisure has not obtained, or used reasonable efforts to obtain, the Seaquarium's accreditation by the AZA.

76. As detailed herein, MS Leisure violated Section 11 (as set forth in the Third Amendment) of the Lease Agreement by failing and refusing to maintain animals in accordance with the AWA and its mandatory regulations and standards. These breaches have been ongoing for several months or years. These breaches are material violations of the Lease Agreement.

77. As detailed herein, MS Leisure violated Section 11 (as set forth in the Third Amendment) of the Lease Agreement by failing and refusing to maintain the Seaquarium's buildings, facilities, and structures in a good state of repair and clean condition. These breaches have been ongoing for several months or years. These breaches are material violations of the Lease Agreement.

78. As detailed herein, MS Leisure violated Section 29 of the Lease Agreement by failing to maintain the Premises and the Seaquarium's animals in compliance with all applicable laws, rules, regulations, codes, ordinances, and statutes, including but not limited to the County's Building Code and the Animal Welfare Act. These breaches have been ongoing for several months or years. These breaches are material violations of the Lease Agreement.

79. As detailed herein, MS Leisure violated Section 27 (as set forth in the Third Amendment) of the Lease Agreement by failing and refusing to provide the County with reports upon request, failing to allow for inspections, and failing to use reasonable efforts to seek AZA accreditation.

80. As set forth above, the County provided notice of all defaults to MS Leisure, as required by Section 16 of the Lease Agreement.

81. To the extent any defaults could be remedied, the County provided MS Leisure with more than 45 days and with any and all additional time that was reasonably necessary to remedy such defaults.

82. Additionally, to the extent a 45-day or additional time period for remedying or curing defaults was not enjoyed by MS Leisure, it would have been futile to allow MS Leisure time to cure violations and breaches that cannot be cured, such as unsafe and unsanitary conditions that caused, or may have caused, irreparable or imperceptible harm to animals.

83. Accordingly, on March 7, 2024, the County provided MS Leisure with a Notice of Termination of Lease effective April 21, 2024, pursuant to Section 16(C) of the Lease Agreement, which provides: "In the event . . . any violation of the covenants and conditions of this [Lease] is not remedied within the cure periods set forth in Section 16(A) above, then, the date upon which this [Lease] shall terminate shall be set by Lessor."

84. On April 22, 2024, the County provided MS Leisure with notice of its decision to evict MS Leisure from the Premises because of the numerous material defaults of the Lease Agreement.

85. As of June 25, 2024, MS Leisure continues to fail and refuse to comply with the material terms of the Lease Agreement.

COUNT I – Eviction from Commercial Property

86. The County incorporates Paragraphs 1-85 as if fully set forth herein.

87. This is an action for removal of MS Leisure from the Premises, and for removal of MS Leisure's personal property from the Premises.

88. Despite several notices and the opportunity to cure its defaults, MS Leisure nonetheless remains in breach of the Lease Agreement as set forth in detail herein.

89. The County is entitled to possession of the Premises as of the date of termination, April 21, 2024, free of any further obligations of the Lease Agreement.

90. The County is entitled to the Summary Procedure provided in Section 51.011, Florida Statutes.

WHEREFORE, Plaintiff, Miami-Dade County, demands a judgment of summary eviction against MS Leisure Company, Inc., and a writ placing Miami-Dade County in possession of the Premises. Additionally, the County demands such other relief as this Court deems just and appropriate.

Dated: June 25, 2024

Respectfully submitted,

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Composite Exhibit “A”

JULY 25, 2000

AMENDED AND RESTATED LEASE

BETWEEN

MIAMI-DADE COUNTY

AND

MARINE EXHIBITION CORPORATION,
d/b/a THE MIAMI SEAQUARIUM

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AMENDED AND RESTATED LEASE BETWEEN MIAMI-DADE COUNTY AND MARINE EXHIBITION CORPORATION, d/b/a THE MIAMI SEAQUARIUM

This Amended and Restated Lease dated this 25 day of July, 2000 ("Amended and Restated Lease"), is made by and between Miami-Dade County, Florida ("Lessor"), and Marine Exhibition Corporation, a Florida corporation, d/b/a The Miami Seaquarium ("Lessee").

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated March 9, 1954, whereby Lessor has leased to Lessee certain parcels of land lying in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida, which lease has been amended or clarified from time to time by Lessor and Lessee in writing, as more particularly set forth in Exhibit "1" attached hereto and made a part hereof (collectively, the "Existing Lease");

WHEREAS, Lessor and Lessee deem it to be in their mutual best interests to amend, modify and clarify the Existing Lease to: (i) include options to extend the term thereof in order to construct, operate and maintain the Demised Premises as described in Paragraph 1 (also referred to herein as "the Seaquarium") in accordance with the Master Plan (as hereinafter defined) which is attached to this Amended and Restated Lease as Exhibit "2"; (ii) to make other modifications related thereto; and (iii) to concurrently therewith clarify the Existing Lease, as amended, by incorporating the Existing Lease and all amendments, modifications and clarifications thereto into one restated document, except to the extent indicated on Exhibit "1"; and

WHEREAS, Lessor and Lessee agree that as of the Effective Date (as defined in Section 31 below), this Amended and Restated Lease shall supercede and replace the Existing Lease in its entirety, except to the extent indicated on Exhibit "1".

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations by each of the parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, it is mutually covenanted, consented and agreed between Lessor and Lessee that the foregoing recitals are true and correct and incorporated herein as if set forth at length and that as of the Effective Date, the Existing Lease, except to the extent indicated on Exhibit "1", is hereby amended and restated in its entirety as follows:

1. DEMISED PREMISES:

A. Description of Demised Premises, Improvements and Personal Property. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of land lying and being in Miami-Dade County, Florida, and being legally described in Exhibit "3" attached hereto and made part hereof ("Demised Premises"), together with all easements, hereditaments and other rights appurtenant thereto, including without limitation, the right to surface support of the buildings and improvements now or hereafter constructed on the Demised Premises and Lessor's rights, title and interest as owner of the Demised Premises, if any, in any streets, alleys, ways, water courses and water bodies adjacent to such Demised Premises, and together with all improvements, personal property, fixtures, buildings, footings, foundations, machinery and equipment, exclusive of animals which Lessee owns and vehicles, and their appurtenances, which now or hereafter are erected or located in or on the Demised Premises, and all improvements, alterations and replacements thereto.

B. Description and Restriction on Use of Portion of Demised Premises. Lessee agrees that it has no cause of action against Lessor for loss of use of that portion of the Demised Premises identified in Exhibit "4" attached hereto and made a part hereof. Lessee further agrees that in the

event Lessee elects to use that portion of the Demised Premises identified in Exhibit "4" for any purpose other than parking, it shall first obtain from the Trustees of the Internal Improvement Fund an approval of such alternate use.

2. ADDITIONAL PROPERTY:

A. Adjacent Property. Lessor agrees that the certain strip of real property owned by Lessor as of the date of execution of this Amended and Restated Lease, 100 yards in depth immediately across the highway (Rickenbacker Causeway) from the Demised Premises and located on the northerly side of the existing causeway or roadway and identified in Exhibit "4-A" attached hereto and made a part hereof (the "Adjacent Property"), shall not be built upon except for park and other governmental purposes or conveyed or leased to third parties during the term of this amended and Restated Lease, as the same may be extended, but shall be kept in a sightly condition by proper planting and mowing by Lessee and at the expense of Lessee. Lessee shall pay the cost of and Lessor grants Lessee the right to construct a public parking facility, open to the public in accordance with Section 24 below, on the Adjacent Property for the term of this Amended and Restated Lease and any extension hereof, to the extent such property has not been previously conveyed or leased by Lessor and such additional parking is required by a Development Order issued under Chapter 380, Florida Statutes ("DRI"), a Florida Quality Development Order ("FQD") or by Miami-Dade County ordinance or regulation. Lessee and Lessor agree that this use constitutes an acceptable purpose for purposes of this Amended and Restated Lease as set forth above. The construction and operation of the public parking facility by Lessee on the Adjacent Property shall be as more particularly set forth in Section 24 below.

B. Public Parking Extension Area. Lessor agrees that Lessee may continue to use that certain real property shown as Parcels B and C on the sketch attached hereto as Exhibit "5" for public parking, as previously acknowledged by Miami-Dade County Resolution No. R-467-67, adopted April 24, 1967.

3. PURPOSE OF LEASE: The purpose of this Amended and Restated Lease is to enable the Seaquarium as depicted on the Master Plan which is attached to this Amended and Restated Lease as Exhibit "2", to be reconstructed and operated on the Demised Premises. For purposes of this Amended and Restated Lease, the term "Master Plan" shall mean the plan of development for the Seaquarium as identified in Exhibit "2". Lessor, as the governing body of Miami-Dade County, Florida, hereby recognizes that such use and development serves a public purpose by providing a family oriented tourist attraction which includes, but is not limited to, an Aquarium (as hereinafter defined) and related facilities.

4. TERM OF LEASE AND LEASE YEAR:

A. Term of Lease. This Amended and Restated Lease is for a term commencing on March 9, 1954 and ending at midnight on July 12, 2003, unless extended in accordance with the provisions hereinafter set forth.

B. Lease Year. In recognition of twelve days of previous Business Interruption (as defined in Section 12 below), the period from March 9, 1954 through March 20, 1955 shall be deemed the first Lease Year. Thereafter, and continuing until the year 1993, the term Lease Year shall mean a twelve (12) month period commencing on March 21st of a calendar year. By Resolution No. R-380-93, adopted March 30, 1993, an extension to the term of the Existing Lease of 114 days for Business Interruption was granted. Thereafter, and continuing until the Effective

Date, the term Lease Year shall mean a twelve (12) month period commencing on July 13 of a calendar year. The Lease Year in which the Effective Date occurs shall end on the calendar day immediately preceding the Effective Date. Commencing on the Effective Date, a Lease Year, for purposes of this Amended and Restated Lease, shall mean a twelve (12) month period commencing on the calendar day of the Effective Date. Lessor and Lessee recognize that there may be a difference between the calendar day upon which the Effective Date falls and July 13. Accordingly, the last Lease Year of the term of this Amended and Restated Lease (except in the event the Amended and Restated Lease is terminated prior to its scheduled termination date) shall be extended so that the last Lease Year ends on the next succeeding July 12.

5. OPTIONS TO EXTEND:

A. Extension Options. Lessor and Lessee recognize that Lessee has options to renew or extend this Amended and Restated Lease for terms totalling up to an additional twenty-one (21) years as provided by the Existing Lease. Lessor and Lessee agree that Lessee shall have additional options to renew or extend this Amended and Restated Lease for terms totalling up to an additional twenty-five years (for a maximum total of 46 additional years), subject to the requirements for expenditures on Capital Improvements (as defined in Section 7(A) below), as more particularly set forth below. Lessee shall be entitled to lease extensions for all expenditures an Capital Improvements except for expenditures for normal maintenance and repairs ("Capital Improvement Expenditures") as set forth below. As of the Effective Date, Lessee, in its sole discretion, shall have the option to renew or extend the Amended and Restated Lease for additional terms commencing on the same calendar day as the Effective Date in the year 2003, as follows:

(1) Lessee, in its sole discretion, shall have the option to renew or extend the Amended and Restated Lease for a successive term of twenty-one (21) years for a total additional Capital Improvement Expenditure which Lessee undertakes of Eight Million Five Hundred Thousand Dollars ($8,500,000), subject to the provisions of subparagraph 5(F) hereof.

(2) Provided that Lessee has exercised its maximum option under subparagraph 5(A)(1) above, Lessee, in its sole discretion, shall have the option to renew or extend the Amended and Restated Lease for two (2) additional successive terms of two (2) years each for each One Million Five Hundred Thousand Dollars ($1,500,000) of Capital Improvement Expenditures Lessee undertakes, subject to the provisions of subparagraph 5(F) hereof, which undertaking may be concurrent with any other Capital Improvement Expenditures required, permitted or recognized by this subparagraph. Pursuant to this subparagraph 5(A)(2), Lessee may extend or renew the Amended and Restated Lease for up to an additional four (4) years for a total additional Capital Improvement Expenditure of Three Million Dollars ($3,000,000). All Capital Improvement Expenditures and renewals or extensions provided for in this subparagraph 5(A)(2) shall be in addition to those provided in above subparagraph 5(A)(1).

(3) Provided that Lessee has exercised its maximum option under subparagraphs 5(A)(1) and 5(A)(2) above, Lessee, in its sole discretion, shall have additional options to renew or extend the Amended and Restated Lease for two (2)

additional successive terms of three (3) years each for each additional One Million Five Hundred Thousand Dollars ($1,500,000) of Capital Improvement Expenditures Lessee or its Sublessee(s) undertakes, subject to the provisions of subparagraph 5(F) hereof, which undertaking way be concurrent vith the other Capital Improvement Expenditures required or permitted by this subparagraph. Pursuant to this subparagraph 5(A)(3), Lessee may extend or renew the Amended and Restated Lease for up to an additional six (6) years for a total additional Capital Improvement Expenditure of Three Million Dollars ($3,000,000) by Lessee or its Sublessee(s). All Capital Improvement Expenditures and renewals or extensions provided in this subparagraph 5(A)(3) shall be in addition to those provided for in the above subparagraphs 5(A)(1) and 5(A)(2) of this Section.

(4) Provided that Lessee has exercised its maximum options under subparagraphs 5(A)(1) through 5(A)(3) above, Lessee, in its sole discretion, shall have the additional option to renew or extend the Amended and Restated Lease for five (5) additional successive terms of one (1) year each for each additional One Million Dollars ($1,000,000) of Capital Improvement Expenditures Lessee or its Sublessee(s) undertakes, subject to the provisions of subparagraph 5(F) hereof, which undertaking may be concurrent with the other Capital Improvement Expenditures required or permitted by this subparagraph. Pursuant to this subparagraph 5(A)(4), Lessee may extend or renew the Amended and Restated Lease up to an additional five (5) years for

a total additional Capital Improvement Expenditure of Five Million Dollars ($5,000,000) by Lessee or its Sublessee(s). All Capital Improvement Expenditures and renewals or extensions provided for in this subparagraph 5(A)(4) shall be in addition to those provided for in subparagraphs 5(A)(1) through 5(A)(3) of this Section.

(5) Provided that Lessee has exercised its maximum options under subparagraphs 5(A)(1) through 5(A)(4) above, Lessee, in its sole discretion, shall have the additional option to renew or extend the Amended and Restated Lease for five (5) successive terms of two (2) years each for each additional Three Million Eight Hundred Fifty Four Thousand Dollars ($3,854,000) of Capital Improvement Expenditures Lessee or its Sublessee(s) undertakes, subject to the provisions of subparagraph 5(F) hereof, which undertaking may be concurrent with the other Capital Improvement Expenditures required by this subparagraph. Pursuant to this subparagraph 5(A)(5), Lessee may extend or renew the Amended and Restated Lease for up to an additional ten (10) years for a total additional Capital Improvement Expenditure of Nineteen Million Two Hundred Seventy Thousand Dollars ($19,270,000) by Lessee or its Sub-lessee(s). All Capital Improvement Expenditures or renewals or extensions provided for in this subparagraph 5(A)(5) shall be in addition to those provided in subparagraphs 5(A)(1) through 5(A)(4) of this Section.

B. Additional Capital Improvement Expenditures. Nothing herein shall restrict Lessee's or its Sublessees' right to undertake Capital Improvement Expenditure(s) the total cost of which exceed the amounts specified in this Section.

C. Concurrent Capital Improvement Expenditures. Lessee or its Sublessees shall have the further right to undertake any Capital Improvement Expenditure(s) concurrently with any Capital Improvement Expenditure(s) provided for in any preceding subparagraph herein, provided that the Capital Improvement Expenditure(s) called for by all preceding subparagraphs thereof have either been previously complied with, or will be complied with concurrently. If Lessee or its Sublessee(s) undertakes Capital Improvement Expenditure(s) concurrently, as provided herein, Lessee shall concurrently be granted additional options to renew or extend the Amended and Restated Lease, as provided for by this Amended and Restated Lease.

D. Vesting of Lease Extensions. Lessee's right to each lease extension as provided herein shall vest upon the occurrence of the conditions set forth in either subparagraph (1) or (2) below, as applicable, as follows:

(1) Lease extension(s) for Capital Improvement(s) shall vest when the required Capital Improvement Expenditure(s) has been committed, whether the expenditure is to be made on a Capital Improvement(s) to be constructed or renovated by Lessee, a Sublessee or by independent contractors. With the exception of the Replacement Marine Mammal Stadium and Pools, all Capital Improvements for lease extensions must be completed two years prior to the expiration of the lease term. A determination that a Capital Improvement Expenditure(s) is committed shall be made by the County

Manager when the following documents are submitted for his or her review and are approved by the County Manager, which review shall be completed within forty-five (45) days and which approval shall not be unreasonably withheld: (a) a building permit for the Capital Improvement(s) issued by Miami-Dade County; (b) a properly executed construction contract for the Capital Improvement(s) unless the Lessee notifies the County Manager that said Capital Improvement(s) will be constructed by Lessee rather than by a contractor; (c) a properly executed Public Construction Bond, where applicable, as provided in Section 9; and (d) a written certification by Lessee or a Sublessee as applicable, that financing for the construction of the Capital Improvement(s) has been committed; provided, however, when Lessee or a Sublessee is to construct the Capital Improvement(s) itself or by independent contractors, Lessor and Lessee, the Sublessee, or contractors, as applicable, may agree to substitute in lieu of a bond, alternative security in the same amount as provided in Section 255.05(7), Florida Statutes (1999). The amount of the Capital Improvement Expenditure committed for purposes of the vesting of Lessee's right to a lease extension shall be deemed to be the amount set forth in the Public Construction Bond or the amount of the alternative form of security submitted in lieu thereof. When the foregoing conditions are met, the County Manager or his or her designee shall forthwith execute an "Extension Agreement" in the form attached as Exhibit "6" ("Extension Agreement"). Lessor represents that the County Manager or his

or her designee is the appropriate official to execute the Extension Agreement. Lessee agrees to notify Lessor forty-five (45) days prior to commencing construction of any Capital Improvement(s) shown on the Master Plan; or

(2) Lease extension(s) for Capital Improvement(s) shall vest when Lessee or a Sublessee has undertaken the required Capital Improvement Expenditure(s) by acquiring a Capital Improvement(s) as set forth in this subparagraph 5(D)(2). Lessee shall send to Lessor written verification, satisfactory to Lessor, in its reasonable discretion, of the complete actual cost thereof, together with notice of its intention to exercise the appropriate extension of the Amended and Restated Lease, and Lessor shall have forty-five (45) days to review same. The County Manager or his or her designee shall forthwith thereafter execute an Extension Agreement, provided the foregoing conditions are met. Lessor represents that the County Manager or his or her designee is the appropriate official to review the above-described cost verification and to execute the Extension Agreement.

(3) Provided that the foregoing conditions are met, the sole ground for any objection by Lessor to Lessee's entitlement to any extension(s) shall be whether the improvement(s) is of an amount sufficient to entitle Lessee to an extension pursuant to this Amended and Restated Lease.

E. CPI Factor. All cost requirements of Capital Improvement Expenditures, including costs of equipment and furnishings, to be undertaken by Lessee or a Sublessee as referred to in this

Amended and Restated Lease shall increase or decrease in proportion by seventy-five percent (75%) of any increases or decreases in the Consumer Price Index for Urban Consumers - U.S. City Average All Items, 1982-1984=100, if any, which increases or decreases occur between the month of the Effective Date and the time that such options based on any such Capital Improvement Expenditure(s) are vested in Lessee as provided by subparagraph 5(D) above. The cost requirement shall be increased or decreased in accordance with the following formula:

x = Cost Requirements of Capital Improvements

$$x + x \left[.75 \frac{\text{C.P.I. at time of calculation - C.P.I. at time of Effective Date (or at Projects CPI Exception Time, if applicable)}}{\text{C.P.I. at time of Effective Date (or at Projects CPI Exception Time, if applicable)}} \right]$$

F. Adjustments to Extension Schedule. In the event final audit as provided in Section 26 below shows that Lessee's actual Capital Improvement Expenditures on a particular Capital Improvement(s) were greater than the amount shown on the applicable Public Construction Bond or alternative security, as provided in subparagraph 5(D) above, then Lessee shall be entitled to a credit towards future lease extensions for that amount. In the event such final audit shows that Lessee's actual Capital Improvement Expenditures were less than that which was stated in the applicable Public Construction Bond or alternative security, then Lessee shall have eighteen (18) months from the date of said final audit to make the additional Capital Improvement Expenditures which would entitle Lessee to complete the applicable lease extension, failing which Lessee will lose the proportionate part of the lease extension which has not been earned by Capital Improvement Expenditures. In addition, the lease extension schedule set forth in this Section is subject to

adjustments for additional days due to Business Interruptions (as hereinafter defined) as provided in Section 12.

6. RENT: It is mutually agreed that Lessee shall pay to Lessor throughout the term of this Amended and Restated Lease, and any extension hereof Annual Rent, the percentage of Sublet Rent to be paid by Lessee to Lessor as set forth below, and Additional Rent, if any, (collectively, the "Rent") as follows:

A. Annual Rent. Following the Effective Date, the Annual Rent will be the greater of either (i) the Guaranteed Rent or (ii) the Percentage Rent as follows, subject to the force majeure provisions of Section 12 below:

(1) Guaranteed Rent. For the purposes of this Amended and Restated Lease the term "Guaranteed Rent" shall mean the minimum annual rental Lessee agrees to pay Lessor. The Guaranteed Rent shall be One Million Dollars ($1,000,000). In the event, however, that Gross Revenues, as defined in subsection 5, below, fall below Seven Million Five Hundred Thousand Dollars ($7,500,000) in a Lease Year, then the Guaranteed Rent shall be reduced to Seven Hundred Fifty Thousand Dollars ($750,000) for that Lease Year.

(2) Percentage Rent. For the purposes of this Amended and Restated Lease the term "Percentage Rent" shall mean the percentages of Gross Revenue Lessee agrees to pay Lessor. The Percentage Rent shall be five percent (5%) upon any and all Gross Revenues received by Lessee up to One Million Dollars ($1,000,000); seven and one-half percent (7-1/2%) upon the next Five Hundred Thousand Dollars ($500,000); and ten percent (10%) upon any amount over One Million Five Hundred Thousand Dollars ($1,500,000).

(3) Adjustment of Annual Rent. Lessor and Lessee recognize that the amounts of Guaranteed Rent and Percentage Rent set forth in this Amended and Restated Lease may impede Lessee's ability to finance and construct any additional Capital Improvements approved by the County subsequent to the Effective Date of this Amended and Restated Lease and any replacements, renewals or betterments to any Capital Improvement. Lessee may propose an adjustment to the Guaranteed Rent or the Percentage Rent or both by submitting a request for an adjustment to Annual Rent to the County

Manager together with supporting documentation demonstrating that the financing or construction of a proposed additional Capital Improvement or any proposed replacement, renewal or betterment to any Capital Improvement, for which the estimated project costs exceed One Million Dollars ($1,000,000), will be impeded unless an adjustment is made to the Annual Rent. Lessor may make appropriate adjustments to Annual Rent, in the sole discretion of the Miami-Dade County Board of County Commissioners, to enable Lessee to proceed to finance and construct such additional Capital Improvements or replacements, renewals or betterments to such Capital Improvements.

(4) Monthly Calculation of Guaranteed Rent and Percentage Rent. Monthly payment of Annual Rent shall be based upon the greater of the Guaranteed Rent or the Percentage Rent and shall be made no later than the fifteenth day of the calendar month following the applicable Fiscal Month. For purposes of this Amended and Restated Lease, the term Fiscal Month ("Fiscal Month") shall mean the calendar month dates for purposes of reporting and payment in a Fiscal Year ("Fiscal Year") and the term Fiscal Year shall mean twelve consecutive months and shall include fifty-two (52) or fifty-three (53) seven (7) day weeks, as applicable, both of which shall be established by letter submitted by Lessee to the Miami-Dade County Manager or his or her designee on an annual basis but in no event later than thirty (30) days prior to the beginning of Lessor's Fiscal Year. Lessee agrees that if any excess days should occur between Fiscal Years due to a change in fiscal periods, then any rents or other sums due for those excess days shall be paid for those days. Guaranteed Rent shall be paid in twelve (12) equal monthly installments of the Guaranteed Rent amount for each Lease Year. Percentage Rent shall be equal to the applicable percentage described in subparagraph (3) above, times the Gross Revenue collected in the preceding Fiscal Month of the Lease Year. In no event shall the cumulative Annual Rent payment during any Fiscal Year exceed the greater of the Percentage Rent computed on an annual basis or the Guaranteed Rent for that Fiscal Year. Should such excess occur, an adjustment will be made within forty-five (45) days of the end of the Fiscal Year and any resulting credit will be made against the Annual Rent due in the succeeding month. Lessor and Lessee agree that in the event a Fiscal Month occurs during two separate Lease Years and that if, as a result thereof, more than one percentage applies to that Fiscal Month for purposes of determining Percentage Rent or the percentage of Sublet Rent (as defined in Section 6 (B) below) to be paid by Lessee to Lessor as set forth below, then the calendar days of that Fiscal Month will be allocated between the two Lease Years so that the appropriate percentage will apply to the respective portions of said Fiscal Month based on the lease Year in which it falls.

(5) Ad Valorem Taxes and Annual Rent. Lessor and Lessee recognize that the imposition of ad valorem taxes on the leasehold, if such circumstance should occur by virtue of amended legislation or otherwise, would significantly impact Lessee's ability to pay Annual Rent as specified in subparagraphs 6(A)(1) through 6(A)(4) above. Therefore, should ad valorem taxes be imposed on the leasehold, the amount of Annual Rent to be paid shall be deferred by the amount of ad valorem taxes paid by Lessee as set forth below, provided, however, that Lessee shall only have the right to such deferral five (5) times during the term of this Amended and Restated Lease and provided further that the total amount of Annual Rent owed irrespective of the ad valorem taxes imposed for the Fiscal Year in which ad valorem taxes are imposed shall be paid in full not more than forty-five (45) days after the end of that Fiscal Year. An example of the application of this formula is set forth in Exhibit "8" attached hereto.

(6) Definition of Gross Revenues. For purposes of this Amended and Restated Lease, the term "Gross Revenue(s)" shall mean all amounts received during a Lease Year by Lessee as a result of its use of the Demised Premises (or if this Amended and Restated Lease is assigned, then by the assignee of Lessee) including, but not limited to, income from the following: (a) general admissions to events on the Demised Premises; (b) sales of merchandise or food on the Demised Premises where such sales are made by Lessee or Concessionaires (as hereinafter defined); (c) parking charges if operated by Lessee; (d) all revenues received by Lessee from Affiliated Businesses (as hereinafter defined in Section 19 below) except as set forth in subparagraphs (1), (2) and (ii) below; and (e) other incidental revenues relating to the use of the Demised Premises. In addition, Lessor and Lessee agree that for purposes of this Amended and Restated Lease, "Gross Revenues" shall also include: (1) all income received by Affiliated Businesses of Lessee from general admissions and from food and gift shop sales and (2) all income from parking charges received by Concessionaires, Sublessees (as hereinafter defined) and Affiliated Businesses of Lessee provided that no financing has been obtained in connection therewith. In the event parking, in addition to the number of parking spaces that exist as of the execution date of this Amended and Restated Lease, is to be financed and Lessee, Affiliated Businesses of Lessee, Sublessees and/or Concessionaires must pledge revenues from parking in connection therewith, then from the date said financing is obtained until such financing is extinguished, all income from parking charges except as provided in subparagraph (c) above shall be excluded from the definition of "Gross Revenue" and thereafter such revenues, to the extent received by Lessee, shall be deemed income received by Lessee from Sublessees for purposes of calculating Sublet Rent, as more particularly set forth in Section

6 (B) below. Notwithstanding the foregoing provisions of this Section, "Gross Revenue(s)" shall not include: (i) Sublet Rent received by Lessee from Sublessees not operated by Lessee or Affiliated Businesses; (ii) Revenues received by Lessee from Affiliated Businesses of Lessee so long as such revenues are determined to be obtained at arms length by the Miami-Dade County Manager or his or her designee at his or her sole discretion, except as provided in subsections 1 and 2 above. Such revenues as are described in this subparagraph (ii) shall be included in Sublet Rent, and the relationship of Lessee with the Affiliated Business shall be included in the definition of a Sublease as such term pertains to the calculation of Rent; (iii) Amusement taxes (for example, if Two Dollars and twenty cents ($2.20) is charged as admission, of which twenty cents ($.20) is an amusement tax, said twenty cents ($.20) shall be deducted and the amount that shall be included as "Gross Revenue" shall be Two Dollars ($2.00) and not Two Dollars and twenty cents ($2.20); the same computations shall apply should there be levied any sales taxes, luxury or other similar taxes); (iv) Any amusement tax, value added tax, head tax, sales tax, gross receipts tax or other similar excise taxes, that may be imposed by any governmental authority whatsoever whether imposed directly on Seaquarium patrons or indirectly on Lessee or its Sublessees, shall not be included as "Gross Revenue". This paragraph shall apply to such taxes in effect at the execution of this Amended and Restated Lease as well as any such taxes as may be made effective thereafter; (v) Amounts received by Lessee as reimbursements of expenses and cost sharings (for example, reimbursements of utility bills paid by Lessee on behalf of any Sublessee); (vi) Amounts received by Lessee in the form of insurance proceeds; (vii) Other amounts received by Lessee unrelated to the operation of the Seaquarium on the Demised Premises, subject to the approval by the Miami-Dade County Manager or his or her designee at his or her sole discretion; (viii) Amounts of any discounts paid by Lessee or Sublessees to credit card companies; (ix) Amounts received by Lessee from vending machines provided by Affiliated Businesses of Lessee; and (x) Amounts received by Lessee from Lessee's agreements existing as of the execution date of this Amended and Restated Lease with Moldamatic and Remote Boats.

B. Subleases and Sublet Rent.

(1) Following the Effective Date, the Sublet Rent shall be all income received by Lessee from land and/or activities sublet by written instrument to Sublessees on the Demised Premises, excluding taxes paid by Lessee or by its Sublessee(s), reimbursements and cost sharings (e.g., contributions by Sublessees to Lessee for common expense, such as common area maintenance, promotions, security and the like) and any amounts included as

Gross Revenue(s) under the provisions of Section 6(A)(6)(2) above. Unless a lower percentage is approved by the Board of County Commissioners pursuant to Section 18, below, the percentage of Sublet Rent to be paid by Lessee to Lessor following the Effective Date shall be 33-1/3% and shall be paid by Lessee in monthly installments, no later than the fifteenth day of the calendar month following the applicable Fiscal Month, based on the Sublet Rent collected in the preceding Fiscal Month.

(2) Each Sublease shall contain a construction schedule committing to a date by which the construction of the Capital Improvements under the Sublease shall be substantially completed.

(3) All Subleases shall also contain provisions for CIR consistent with those enumerated in Section 8 below.

(4) Lessee agrees that it will not cause any change in the Marine Mammal Exhibits and Aquarium Exhibits operations or ownership which will result in the conversion of Annual Rent to Sublet Rent other than for certain concessions (as hereinafter defined) customary to the operation of comparable attractions, however, general admissions, food and gift shop sales at the Marine Mammal Exhibits and Aquarium Exhibits cannot be converted to Sublet Rent.

(5) Lessee agrees that it will continue to pay to Lessor 33-1/3% of all revenues paid to Lessee by Moldamatic, Remote Boats and from vending machines at the Demised Premises where provided by an Affiliated Business of Lessee, no later than the fifteenth day of the calendar month following the applicable Fiscal Month, based on the revenues collected in the preceding month.

C. Additional Rent. The Lessee agrees and commits to have the Replacement Mammal Stadium and Pool completed and open to the public for its intended purpose no later than forty (40) months after the issuance of the final building permit, provided that the Lessee applies for the final building permit no later than March 31, 2001. As a commitment by Lessee to Lessor to undertake such construction in a timely manner, should the Replacement Mammal Stadium and Pool not be completed and open to the public for its intended purposes within the time frame set forth herein, Lessee shall pay Additional Rent as compensation to the Lessor in an amount of one-half percent

(½%) of Gross Revenues for the Lease Year or Lease Years, or portions thereof, in which the Replacement Mammal Stadium and Pool is not completed and open to the public for its intended purpose. In the event, however, that during the construction of the Replacement Mammal Stadium and Pool the Lessee experiences delays caused by forces outside its control, including but not limited to acts of God, litigation or administrative appeals, or Lessor-caused delays, including those associated with any agency or department thereof, then the Lessee shall submit a request for an extension of time to the Lessor, in writing, within thirty (30) days after the commencement of such delay detailing the cause of such delay, and providing documentary proof thereof. The County Manager shall then provide, in writing, an extension of time equal to those days for which the Lessee has documentary proof of delays outside its control, and such extension(s) will serve to amend the permitted time frame as is fully set forth herein. Delays caused by any subcontractor or supplier hired by Lessee shall not be considered outside the control of the Lessee.

D. Review of Guaranteed and Percentage Rent Terms by Lessor. Notwithstanding the provisions stated above, Lessor, at Lessee's request, may make such adjustments to Annual Rent as it deems fair and equitable under the circumstances, in the sole discretion of the Miami-Dade County Board of County Commissioners, in the event that (i) Lessee is unable, or substantially unable to maintain, show or display marine animals, in whole or in part, due to changes in Federal, State, regional, county or local statutes, ordinances, regulations or rules, and/or (ii) Gross Revenues decrease by more than twelve percent (12%) in any Fiscal Year from those in the preceding Fiscal Year, provided, however, Lessee shall not make a request for an adjustment in Annual Rent due to a total taking or a temporary taking by eminent domain as provided in Section 13(A) and 13(C) below.

E. The provisions of this Section shall be subject to the provisions of this Amended and Restated Lease entitled "EMINENT DOMAIN" and "BUSINESS INTERRUPTIONS".

7. CAPITAL IMPROVEMENTS:

A. Definition. For purposes of this Amended and Restated Lease, the term "Capital Improvements" shall include all Master Plan Components and other elements of the Master Plan attached hereto as Exhibit "2" and all renewals or betterments of Master Plan Components and other elements identified on the Master Plan, regardless if undertaken by Lessee or by Sublessees (as hereinafter defined) so long as such elements, renewals or betterments are defined as capital improvements under Generally Accepted Accounting Principles. A Master Plan Component shall be defined as those Capital Improvements shown on the Master Plan, as identified in Exhibits 2 and 7, and any other Capital Improvements approved by the County subsequent to the Effective Date of this lease, and any replacements, renewals or betterments to any Capital Improvement. For purposes of this Amended and Restated Lease, the term Generally Accepted Accounting Principles ("GAAP") shall mean those generally accepted principles of accounting utilized by certified public accountants licensed and authorized to practice in Florida. Normal maintenance and repairs shall be excluded from the definition of Capital Improvements for purposes of Capital Improvement Expenditures but shall be included in the definition of Capital Improvements for purposes of CIR Permissible Expenditures (as defined in Section 8(B) below). Notwithstanding anything provided herein, Capital Improvements shall include, but not be limited to, any animals purchased for any new or renovated exhibit, any animals or groups of animals purchased to restock any exhibit which cost in excess of $2,500, or the replacement of machinery and other equipment which costs in excess of $2,500 and has a useful life of over one calendar year. Further, Capital Improvements shall also include the cost

of acquisition or creation of furnishings, plans, designs, or equipment and the amounts of any permits, fees and/or related legal costs including, but not limited to, legal fees related to the DRI or FQD, necessary to complete any construction, and impact fees as provided in Section 28(I) below.

B. County Ownership.

(1) Title. Legal title to any and all improvements to real and personal property, exclusive of animals and vehicles, shall be in the name of and legal title shall be vested in the Lessor, and, subject to the rights and obligations of the Lessee pursuant to this Amended and Restated Lease, all rights, title and interest in and to such improvements and personal property shall be vested in the Lessor. Accordingly, subject to the terms and conditions of this Amended and Restated Lease, Lessor shall, at such times as Lessee may request, promptly execute all instruments as shall be necessary to accomplish the sale, leasing, conveyance, disposal or demolition of such improvements and personal property by Lessee. With respect to animals and vehicles, during the Amended and Restated Lease term, legal title to all animals and vehicles together with all rights, title and interest with respect thereto, shall be vested in Lessee. During the Amended and Restated Lease term, Lessee shall be under a duty to manage all animals in accordance with the standards set forth in the Federal Marine Mammal Protection Act and state laws, to the extent applicable, and Lessee, as owner of the animals and vehicles, shall be responsible for payment of all personal property taxes thereon, if applicable. At the conclusion or termination of the Amended and Restated Lease term, legal title to the animals owned by Lessee and vehicles will pass from Lessor to Lessee to the extent, with respect to animals, allowable, pursuant to then prevailing law. At such times as the Lessor say request, Lessee shall execute all instruments as shall be necessary to evidence the foregoing and shall cooperate with Lessor in obtaining any governmental approvals necessary in connection therewith.

In recognition of the foregoing, Lessee agrees that from the conclusion of the CIR term (as defined in Section 8(C) below) until the end of the lease term, Lessee shall not sell, dispose of or demolish any animals, equipment or personal property initially costing above $2,500 each, as such amount in adjusted in accordance with the provisions of subparagraph 5(F) above, and Lessee further agrees that from Lease Year 44 following the Effective Date of this Amended and Restated Lease to the end of the lease term Lessee shall not close down operations of any Master Plan Component constructed after the Effective Date and costing more than $7,500,000 (adjusted for CPI from the Effective Date), in each case without the prior approval of the County Manager or his or her designee as set forth below. Lessee shall provide the County Manager or his or her designee with forty-five (45) days prior written notice of a proposed sale, disposal, demolition or closing of operations of a Master Plan Component, as set forth above, which written notice shall be delivered by certified mail, return receipt requested, and shall describe the proposed sale, disposal, demolition or closing of operations as applicable. Unless the County Manager or his or her designee objects in writing to the proposed sale, disposal, demolition or closing of operations within the forty-five (45) day review period, Lessee may proceed with such sale, disposal, demolition or closing of operations. The sole ground for any objection by the County Manager or his or her designee shall be whether the sale, disposal, demolition or closing of operations will be contrary to the best interest of Lessor. Otherwise, the sale, disposal, demolition or closing of operations shall be approved and said approval shall not be unreasonably withheld.

(2) Sales, Disposal, or Demolition of Capital Improvements and Personal Property. Sales, disposal or demolition of Capital Improvement(s) below One Million Dollars ($1,000,000) and those constructed prior to the Effective Date may be undertaken by Lessee without

the prior approval of Lessor, provided, however, such Capital Improvement(s) must be replaced with a comparable Capita Improvement(s) within eighteen (18) months following the date of such sale, disposal or demolition. Sales, disposal or demolition of Capital Improvement(s) constructed after the Effective Date at a cost in excess of One Million Dollars ($1,000,000) may be undertaken by Lessee provided that such sale, disposal or demolition is first approved by the County Manager or his or her designee as provided below and further provided that such Capital Improvement(s) must be replaced by Lessee with a comparable Capital Improvement(s) within eighteen (18) months following the date of such sale, disposal or demolition. Lessee shall provide the County Manager, or his or her designee, with forty-five (45) days prior written notice of such a proposed sale, disposal or demolition, which written notice shall be delivered by certified mail, return receipt requested. Lessee agrees to use its best efforts to otherwise insure that the County Manager is notified of Lessee's intent to exercise its rights pursuant to this Section. Each written notice shall describe the proposed sale, disposal or demolition of Capital Improvement(s) and the proposed replacement of such Capital Improvement(s). Unless the County Manager or his or her designee objects in writing to the proposed sale, disposal or demolition within the forty-five (45) day review period, Lessee may proceed with such sale, disposal or demolition. If the County Manager or his or her designee so objects, the sole ground for any such objection by the County Manager or his or her designee shall be whether the sale, disposal or demolition will be contrary to the best interests of Lessor. Unless the sale, disposal or demolition by Lessee would be contrary to the best interests of Lessor, it shall be approved and said approval shall not be unreasonably withheld. Notwithstanding the provisions of this Section, Lessee may sell or trade animals at its sole discretion. The provisions of this subparagraph 7 (B) (2) are subject to the provisions of subparagraph 7(B)(1) above.

C. Recognition of Prior Capital Improvements. Subject to the Consumer Price Index (CPI) adjustments specified in section 5(F), using as the CPI base the Projects CPI Exception Time, those projects underway as of the execution date of this Amended and Restated Lease, which projects are enumerated in Exhibit "7" attached hereto, shall be recognized under the Amended and Restated Lease as Capital Improvement Expenditures qualifying for lease extensions.

D. Recognition of Art in Public Places. Payments, if any, made in accordance with the provisions of the "Art in Public Places" ordinance shall be considered an Capital Improvement Expenditures qualifying for lease extensions.

E. Right to Construct Master Plan Improvements Without Further Approval. Lessor acknowledges and agrees that the Capital Improvements shown on the Master Plan are approved by Lessor for purposes of this Amended and Restated Lease only and that Lessee has the right to construct any such Capital Improvement(s) without further approval by Lessor. Approval of this Amended and Restated Lease by the Board of County Commissioners shall not restrict the rights of the Lessee to replace any existing capital improvements on the Demised Premises using the approval process and guidelines for such replacement as established by the Planning and Zoning Department.

F. Additional Capital Improvements. Lessor and Lessee agree that Lessee shall notify Lessor of any proposed additional Capital Improvement(s) to be added to the Master Plan attached hereto as Exhibit "2", which proposed Capital Improvements would constitute an addition to the Master Plan, by submitting a written description of the proposed additional Capital Improvement(s) to the County Manager and the Director of Parks and Recreation, or their respective designees. Any proposed additional Capital Improvement(s) shall be separately described and include therein the estimated cost and the proposed location and design thereof. All notices required by this paragraph

shall be delivered by certified mail, return receipt requested, and Lessee agrees to use its best efforts to otherwise insure that the County Manager and Director of Parks and Recreation are notified as set forth herein. With respect to proposed additional Capital Improvement(s) which do not exceed One Million Dollars ($1,000,000) in estimated project costs, the County Manager shall have forty-five (45) days to review the proposed additional Capital Improvement(s). Unless the County Manager or his or her designee objects to the proposed additional Capital Improvement(s), in writing, setting forth the basis for such objection, within the forty-five day review period, Lessee may proceed with the proposed additional Capital Improvement(s) and shall be credited with the amount of the Capital Improvement Expenditures in connection therewith for purposes of vesting Lessee with entitlement to lease extension(s) and satisfying the CIR (as hereinafter defined), subject to final audit as provided in Section 26. As to each separate proposed additional Capital Improvement for which the estimated project costs exceed One Million Dollars ($1,000,000), exclusive of the Capital Improvements enumerated in Exhibit "2" which are hereby deemed approved, the County Manager shall, within forty-five (45) days of receipt of said description, place the question of whether to approve such proposed additional Capital Improvement(s) upon the agenda of the next available regularly scheduled meeting of the Board of County Commissioners, together with his recommendation in regard thereto. Unless Lessor, upon resolution by the Board of County Commissioners at the meeting described above or at the next available regularly scheduled meeting thereafter, objects to the proposed additional Capital Improvement(s) in writing, which objection shall specifically set forth the basis for said objection, Lessee may proceed with the proposed additional Capital Improvement(s) and shall be credited with the amount of the Capital Improvement Expenditures in connection therewith for purposes of vesting Lessee with entitlement

to lease extension(s) and satisfying the CIR, subject to final audit as provided in section 26. The sole grounds for any objection by Lessor to a proposed additional Capital Improvements to be added to the Master Plan shall be whether the proposed additional Capital Improvement(s) is contrary to the best interest of Lessor, is a substantial departure from the existing use as a family oriented tourist attraction, or would cause any non-compliance with laws, rules, regulations or ordinances of any Federal, State, regional, county or local governmental units and approval shall not be unreasonably withheld. It is understood by the parties that the provisions hereof shall not excuse Lessee from obtaining any necessary governmental approvals as to building permits, zoning permits, and the like or any other approvals required under a DRI or FQD, as applicable, shall not restrict the rights of the Lessee to replace any existing capital improvements on the Demised Premises, as identified on Exhibit "2", using the approval process and guidelines for such replacement as established by the Planning and Zoning Department.

8. CAPITAL IMPROVEMENT REQUIREMENT (CIR):

A. Purpose. The purpose of the Capital Improvement Requirement ("CIR") is to assure that the Master Plan projects (as may be amended) when completed, together with all improvements to the Demised Premises, personal property and animals, will continue to be maintained, repaired, replaced or upgraded during the term of the Amended and Restated Lease.

B. Permissible Expenditures. The following are permissible expenditures for the CIR ("CIR Permissible Expenditure(s)"): (i) the cost of all maintenance, repair, replacement or betterments of improvements currently located on the Demised Promises as of the execution date of this Amended and Restated Lease; (ii) the cost of all maintenance, repair, replacement or betterments undertaken by Lessee or on Lessee's behalf on the Master Plan Components and

elements thereof so long as such activities are defined as capital improvements under GAAP; (iii) the cost of all maintenance, repair, replacement or betterments of any now projects undertaken by Lessee or on Lessee's behalf not currently in the Master Plan but which are subsequently approved by Lessor so long as such activities are defined as capital improvements under GAAP; (iv) all of the foregoing costs expended by Sublessees; (v) the acquisition of new animals for display or breeding to either populate an exhibit when it is first constructed or to create a new exhibit of animals or groups of animals or to replace animals or groups of animals which cost $2,500 or greater; (vi) all costs Lessee is required to expend to eliminate any shortfall resulting from insufficient casualty proceeds as more particularly set forth in Section 21 below; and (vii) the purchase by Lessee or Sublessees of capital equipment, including boats, motor vehicles, or equipment, used for operational purposes which cost in excess of $2,500 each. Work undertaken by Lessee or its Sublessees by means of their own work forces shall be considered a CIR Permissible Expenditure if first approved by the County Manager or his or her designee, which approval shall not be unreasonably withheld.

C. CIR Annual Amount. The CIR shall either be (a) expended by Lessee for those Master Plan Components operated by it, or by the Sublessees for those Master Plan Components operated by them, at the sole discretion of the Lessee and its Sublessees, in accordance with the above list of CIR Permissible Expenditures, which may be amended from time to time by mutual agreement, or, (b) at Lessee's or Sublessee(s)' option, shall be deposited in an interest bearing account for future eligible expenses. Except as otherwise provided in this Section, the CIR Annual Amount shall consist of one and one-quarter percent (1.25%) of Gross Revenues as defined in Section 6(A)(6) for any Master Plan Component operated by Lessee and one and one-quarter percent (1.25%) of the gross revenues for any Master Plan Component not operated by Lessee ("Non-Lessee

Gross Revenue(s)"), received during the preceding Fiscal Year. The requirement for payment of the CIR Annual Amount shall commence in Lease Year 11 following the Effective Date of the Amended and Restated Lease and terminate in Lease Year 36 following the Effective Date of the Amended and Restated Lease (the "CIR Term").

D. CIR Credits For Over Expenditures. In the event that Lessee's or any Sublessee's CIR Permissible Expenditures exceed the CIR Annual Amount in any Fiscal Year, then the average shall first be applied to any accrued deferral, in the manner described in subparagraph 8(E)(1) below, and the remainder, if any, shall then accrue as a credit against the CIR Annual Amount incurred in subsequent years.

E. CIR Limitations.

(1) Deferrals and Forgiveness. If the aggregate of Gross Revenue and Non-Lessee Gross Revenue declines from one Fiscal Year to the next by greater than 1%, then no CIR shall be required for that succeeding Fiscal Year. Notwithstanding the foregoing, if such forgiveness should occur more than five (5) times between Fiscal Years 11 and 36 following the Effective Date of the Amended and Restated Lease, then the forgiveness for the sixth Fiscal Year of forgiveness and any additional Fiscal Year(s) thereafter shall cumulatively accrue and shall be expended prior to the end of the lease term. CIR for any Master Plan Component shall also be cumulatively deferred if the aggregate of Gross Revenue and Non-Lessee Gross Revenue remains the same after a prior year of CIR forgiveness or deferral or continues to decline by 1% or less than it from one Fiscal Year to the next between Fiscal Years 11 and 36 following the Effective Date of this Amended and Restated Lease. In such event, the CIR shall be deferred cumulatively on a dollar for dollar basis until the aggregate of Gross Revenue and Non-Lessee Gross Revenue increases in the next or subsequent Fiscal Years. In order to reduce the cumulative deficit, an additional three-quarters of one percent of the aggregate of Gross Revenue and Non-Lessee Gross Revenue of the preceding Fiscal Year, in addition to the CIR Annual Amount, shall be required to be committed to CIR to be applied against the cumulative deficit from Fiscal Year to Fiscal Year until it is eliminated; provided, however, that all cumulative deficit amounts shall be expended prior to the end of the lease

term. An example of the application of this formula is set forth in Exhibit "9" attached hereto.

(2) Debt Covenants. Notwithstanding the provisions of subparagraphs 8(C) and 8(D), should the CIR and/or any deferral in any given Fiscal Year exceed any Debt Covenant(s) (as hereinafter defined), then such excess shall be deferred until such Debt Covenants no longer apply. However, such deferred amounts shall be expended prior to the end of the lease term. For purposes of this Amended and Restated Lease, the term "Debt Covenant" shall mean any covenant of Lessee or Sublessee pursuant to the terms of a Leasehold Mortgage (as hereinafter defined) or a subleasehold mortgage.

(3) Interest Earned. Any interest earned by Lessee or its Sublessees on CIR amounts held by them as provided in subparagraph 8(C) may be spent for eligible projects in addition to the required CIR expenditures.

(4) Remaining CIR Amounts. All remaining CIR amounts, if any, including interest, held by Lessee or its Sublessee(s) at the conclusion of the lease term shall be paid to Lessor.

F. Standard of Care. Nothing set forth in this Section 8 shall limit Lessee's obligation to maintain the Demised Premises, together with improvements and personal property thereon, in accordance with the standards set forth in Section 11 below.

9. PUBLIC CONSTRUCTION BOND: Lessee shall obtain and deliver to Lessor, a Public Construction Bond in favor of Lessor or alternative form of security which meets the requirements, as applicable, of in Section 255.05, Florida Statutes (1999), as set forth below, not less than ten (10) days prior to the anticipated commencement of construction in the Demised Premises, the actual construction costs of which exceed $200,000 or such other amount as may be established by the Florida Legislature under Section 255.05, Florida Statutes, or any other sections requiring a Public Construction Bond; provided, however, that no matter what minimum limits may be set by the Florida Legislature, a Public Construction Bond or such alternative form of security shall be furnished to Lessor for all projects over $500,000. The form of the Public Construction Bond or

alternative form of security shall be as provided by Section 255.05, Florida Statutes (1999) and shall be in the amount of the construction contract. The County Manager or his or her designee shall have the right of approval of the bond surety, if applicable, which approval shall not be unreasonably withheld, in accordance with then applicable Miami-Dade County criteria prior to the execution and delivery of the Public Construction Bond by Lessee or its Sublessee to Lessor.

As to work performed for less than the secured amount, Lessee and its Sublessees shall indemnify and hold Lessor harmless from all claims of laborers, materialmen, or subcontractors for work performed on the Demised Premises. In the event such a claim is filed, notice, if given to Lessor, shall be given to Lessee and its Sublessee, if any, by Lessor, and Lessee, or its Sublessee, shall have thirty days from the date when the notice of claim is received to discharge the claim in like manner to Section 713.21, Florida Statutes. In the event the claim is not discharged within the thirty day period after such notice, Lessee or its Sublessee shall immediately bond the claim in accordance with Section 255.05, Florida Statutes, subject to all rights and remedies under law to contest such claim and to discharge the claim.

10. INSURANCE: Lessee shall maintain throughout the term of this Amended and Restated Lease and furnish to Miami-Dade County, c/o Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, Florida 33128, and Park and Recreation Department, at the address below, Certificate(s) of Insurance, which Lessor shall review and approve, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance. As required by Chapter 440, Florida Statutes.

B. Public Liability Insurance. On a comprehensive basis, in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage. Lessor must be shown as an additional insured with respect to this coverage.

C. Fire and Extended Coverage. To cover replacement value of property, landscaping, structures, including wind and water damage, vandalism, malicious mischief.

D. Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles used in connection with the Amended and Restated Lease in amounts as indicated in Section 10(B) above.

E. Full Value Replacement Insurance. Lessee shall provide Full Value Replacement Insurance as provided in Section 21(B)(8) below.

F. Business Interruption Insurance. Lessee shall provide Business Interruption Insurance as provided in Section 21(B)(8) below.

G. Liquor Liability Insurance. Lessee shall provide Liquor Liability Insurance with the same limits as the required Public Liability Insurance as set forth in Section 10(B) above.

Lessor shall be named on the foregoing insurance policies as A.T.I.M.A., as its interest may appear, provided, however, in no event shall Lessor be required to be designated as a co-payee for payment of insurance proceeds purposes. The insurance coverage required shall include those classifications as listed in standard liability insurance manuals, which most nearly reflect the operations of Lessee under this Amended and Restated Lease. All insurance policies and surety bonds required under this Amended and Restated Lease shall be issued by companies authorized to do business under the laws of the State of Florida, with either of the following qualifications as to management and financial strength:

The company must be rated no less than "B" as to management, no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; companies holding a valid Florida certificate of authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Department.

The County Manager or his or her designee reserves the right to reasonably amend the insurance requirements by the issuance of notice in writing to Lessee and Lessee agrees to obtain such insurance if commercially available. Lessor agrees that Lessee may request in writing adjustments in the coverages required in this Section if such coverages are not commercially available and Lessee shall provide Lessor with documentation supporting such request.

11. PREMISES TO BE KEPT IN REPAIR: During the term of the Amended and Restated Lease, as the same may be extended, Lessee and its Sublessee(s), as applicable, shall keep the Demised Premises and all improvements and personal property thereon, exclusive of animals, in a first class condition comparable to similar facilities and shall maintain animals in accordance with the Federal Marine Mammal Protection Act and state laws, to the extent applicable, subject to damage or destruction by fire and elements. In the event of such damage or destruction, Lessee or its Sublessee(s), as applicable, shall promptly undertake such repairs, replacement or rebuilding, as the case may require, in order to restore the Demises Premises and improvements and personal property thereon, exclusive of animals, to a first-class condition comparable to similar facilities. All such repair, replacement or rebuilding shall be done at the expense of Lessee or its Sublessee(s), as

applicable and Lessee covenants and agrees that Lessee or its Sublessee (a) shall hold the Lessor harmless from liability for any part of said expense.

Notwithstanding other provisions of this Section:

A. In the event of total or partial destruction of the Demised Premises and improvements thereon, including equipment of every sort, which destruction exceeds fifteen percent (15%) of the full insurable value of any and all improvements to the Demised Premises, including such equipment, within one (1) year of the expiration of the term of this Amended and Restated Lease, or the expiration of any extension hereof, Lessee may elect not to undertake to repair or rebuild said Improvements. In such event Lessee shall notify Lessor in writing by certified mail, return receipt requested, to the County Manager and the Director of Parks and Recreation, or their respective designees, and all rights, title and interest of Lessee hereunder shall terminate and Lessee shall be relieved of all obligations to pay Rent and to otherwise perform its covenants and obligation under this Amended and Restated Lease, and any extension hereof, thirty (30) days from the date said written notice is received by Lessor.

B. In the event of total or partial destruction of the Demised Premises and improvements thereon, including equipment of every sort, which destruction exceeds fifty percent (50%) of the full insurable value of any and all improvements to the Demised Premises, including such equipment, within five (5) years of the expiration of the term of this Amended and Restated Lease or any extension hereof, Lessee may elect not to undertake to repair or rebuild said improvements. In such event Lessee shall notify Lessor in writing by certified mail return receipt requested, to the County Manager and the Director of Parks and Recreation, or their respective designees, and all right, title and interest of Lessee hereunder shall terminate and Lessee shall be relieved of all obligations to

pay Rent and to otherwise perform its covenants and obligation under this Amended and Restated Lease, and any extension hereof, sixty (60) days from the date said written notice is received by Lessor.

C. In the event Lessee elects not to repair or rebuild improvements under Section 11(A) or 11(B) above, then any and all Full Value Replacement Insurance Proceeds received by Lessee which are remaining after the leasehold mortgage requirements under section 21(B)(8) below are satisfied, shall be paid to Lessor.

12. BUSINESS INTERRUPTIONS: In the event of a hurricane or other weather conditions, fire, or act of God, or failure of electric, water and/or sewer services provided to the Demised Premises, which results in the temporary closing of the Demised Premises for exhibition purposes for three (3) or more continuous days, or in the event the Rickenbacker Causeway is closed to non-residential traffic for any reason for three (3) or more continuous days, such event shall be deemed a "Business Interruption" and Lessee shall have the option to extend the term of this Amended and Restated Lease, or any extension thereof, or any time periods herein, for a period equal to the period of the temporary closing of the Demised Premises or the period of said closing of the Rickenbacker Causeway as applicable. Lessee shall be obligated to continue paying Guaranteed Rent for the period of any Business Interruption.

If Lessee desires to make a claim for an extension of any time periods based upon a Business Interruption, notice of such claim by Lessee shall be given in writing to Lessor by delivery to the County Manager and the Director of Parks and Recreation, or their respective designees, by certified mail, return receipt requested. Notice shall specify the dates of the Business Interruption, the reasons therefor, the number of additional days to which Lessee claims it is entitled and the time periods for

which Lessee claims the Amended and Restated Lease should be extended. Unless Lessor, upon resolution by the Board of County Commissioners, objects to the Lessee's proposed extension of this Amended and Restated Lease for Business Interruption at the first available regularly scheduled Commission meeting held after forty-five (45) days of receipt of Lessee's written notice, Lessee shall be entitled to such extension. If Lessor so objects, the sole ground for any such objection by Lessor shall be whether there existed a Business Interruption. Any extensions of the term of this Amended and Restated Lease granted for Business Interruption shall be subject to all of the terms and conditions of the Amended and Restated Lease in effect at that time.

13. EMINENT DOMAIN:

A. Total Taking. If, during the term of this Amended and Restated Lease, or any extension hereof, the entire Demised Premises and all improvements thereon shall be taken by the exercise of the power of eminent domain, this Amended and Restated Lease shall terminate on the date of vesting of title in the condemnor under such eminent domain proceedings and all Rent and other sums payable by Lessee hereunder shall be prorated to the date of such vesting, and thereafter Lessee shall be relieved of all obligations to pay further Rent and to otherwise perform its covenants and obligations under this Amended and Restated Lease, and any extension hereof. The apportionment of the damage award as between Lessor and Lessee shall be determined, pursuant to the terms and conditions of this Amended and Restated Lease, by a Florida Court of competent jurisdiction in accordance with Florida law. Any Leasehold Mortgage or other debt or lien on Lessee's leasehold shall be paid out of the award to Lessee and Lessor shall have no liability therefor as Lessor, although it shall retain any liability it may have as condemning authority. In the event this Amended and Restated Lease, or any extension hereof, is terminated pursuant to this Section,

Lessee shall notify Lessor in writing, certified mail, return receipt requested, to the County Manager and the Director of Parks and Recreation or their respective designees no later than the day of vesting of title in condemnor.

B. Partial Taking. If, during the term of this Amended and Restated Lease, or any extension hereof, less than the entire Demised Premises and/or the Adjacent Property, together with the improvements thereon, shall be taken by the exercise of the power of eminent domain and, in Lessee's opinion, which shall be exercised reasonably under the circumstances, the portion of the Demised Premises and the Adjacent Property remaining does not permit Lessee to reasonably use and occupy the Demised Premises for the conduct of its ordinary business, or permit the Sublessees to reasonably use and occupy their respective portion of the Demised Premises for the conduct of their ordinary business, this Amended and Restated Lease, and any extension hereof, at Lessee's option, exercised in accordance with the above standard, and all the rights, title and interest of Lessee hereunder, shall terminate on the date six (6) months after the date upon which Lessee provides Lessor with written notification, as provided below, of its election to terminate this Amended and Restated Lease, and, thereafter, Lessee shall be relieved of all obligations under this Amended and Restated lease, and any extension hereof. In such event, the taking shall be treated as if it were a total taking of the entire Demised Premises and improvements for the provisions of this Amended and Restated Lease and the provisions of subparagraph 13(A) above shall govern as to Rent and the apportionment between Lessor and Lessee of the eminent domain award. If, in Lessee's reasonable opinion, it is economically feasible to continue to operate the remaining portion of the Demised Premises for the conduct of Lessee's and the Sublessees' ordinary business, this Amended and Restated Lease, and any extension hereof, shall not terminate but shall continue in full force and

effect for the remainder of its duration subject to the provisions hereof; provided, however, the Rent and other related terms of this Amended and Restated Lease, and any extension hereof, shall be equitably adjusted from the date possession is taken from Lessee. The apportionment of the damage award as between Lessor and Lessee shall be determined, pursuant to the terms and conditions of this Lease, by a Florida court of competent jurisdiction in accordance with Florida law. Any Leasehold Mortgage or other debt or lien on Lessee's leasehold, if any is permitted, shall be paid out of the award to Lessee and Lessor shall have no liability therefor as Lessor although it shall retain any liability it may have as the condemning authority. In the event Lessee elects to terminate this Amended and Restated Lease or any extension hereof, pursuant to this Section, Lessee shall notify Lessor in writing, certified mail, return receipt requested, to the County Manager and the Director of Parks and Recreation or their respective designees no later than the day of vesting of title in condemnor. Nothing in this Section shall be used by either Lessor or Lessee to establish the nature of a taking in an eminent domain proceeding.

C. Temporary Taking. In the event of a taking of any portion of the Demised Premises, and the improvements thereon, for a period less than the remaining term of this Amended and Restated Lease or any extension hereof, this Amended and Restated Lease and any extension hereof shall continue and Rent thereafter due and payable shall not be reduced or abated and, except only to the extent that Lessee may be prevented from doing so pursuant to the terms of the order of the condemning authority, Lessee shall continue to perform and observe all of the other terms, covenants and conditions of this Amended and Restated Lease. Lessee, however, shall be entitled to receive the entire amount of any proceeds with respect to such temporary taking, whether paid by way of damages, rent adjustment, in the event the Lessor is the condemning authority, or otherwise, unless

such period of temporary taking shall extend beyond the term of this Amended and Restated Lease, or any extension hereof in which case such proceeds shall be apportioned between Lessor and Lessee as of the expiration date of this Amended and Restated Lease, or any extension hereof. Lessee covenants that, upon the termination of any such temporary taking, if this Amended and Restated Lease, and any extension, hereof, shall not have expired or otherwise terminated, it will restore and replace all improvements on the Demised Premises to the extent possible, to their utility and value as existed immediately prior to such taking. All such expenditures shall not be included as Capital Improvement Expenditures vesting Lessee with entitlement to lease extensions and CIR Permissible Expenditures credited towards satisfying the CIR except to the extent that such expenditures provide improvements beyond restoration and replacements, in which case the expenditures shall be included for both purposes in the event of any temporary taking, Lessee shall have the option to extend the running of the term of this Amended and Restated Lease, or any extension hereof, for a period equal to the period of said temporary taking. Lessee shall notify Lessor of its election to exercise any such option in the same manner as provided for in that certain Section entitled "BUSINESS INTERRUPTIONS".

In the event of a taking of the Adjacent Property or portion thereof for a period less than the remaining term of this Amended and Restated Lease or any extension hereof, Lessor agrees to provide Lessee with alternate parking with an equivalent number of parking spaces and located within a reasonable distance from the Demised Premises for the period of such temporary taking.

D. Notice. Lessor shall immediately notify Lessee in writing of any condemnation notice or proceeding which affects the Demised Premises.

14. INDEMNIFICATION BY LESSEE OF LESSOR: Lessee agrees to indemnify and save the Lessor harmless from any and all claims, liability, losses and causes of action which may arise out of this Amended and Restated Lease, unless arising from the direct negligence of Lessor, its employees, officers and/or agents. Lessee shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of Lessor where applicable, and shall pay all judgments and costs which may issue thereon. Lessor and Lessee both conclude that this Amended and Restated Lease is consistent with the terms and conditions of all applicable deeds of conveyance and applicable governing laws pertaining to the Demised Premises and Lessor and Lessee agree that neither shall have a cause of action against the other in the event that a court of final jurisdiction shall determine to the contrary. Moreover, Lessee agrees to hold Lessor harmless, and to indemnify Lessor for all damages, reasonable attorney fees and appropriate costs, which are incurred by Lessor in the event that any legal action is brought against Lessor claiming a reversion of interest of the Demised Premises because of the adoption of this Amended and Restated Lease, or as the result of Lessee undertaking Capital Improvements under this Amended and Restated Lease prior to the Effective Date, or incurred by Lessor in the event that any legal action is brought based on a lease extension due to a Business Interruption.

15. LIABILITY FOR DAMAGE OR INJURY: Lessor shall not be liable for damage or injury which may be sustained by any party, person or property on the Demised Premises other than damage or injury arising from the direct negligence of Lessor, its employees, officers and/or agents.

16. DEFAULT:

A. General Provisions. In the event Lessee should violate any of the covenants or conditions of this Amended and Restated Lease, Lessor shall notify Lessee in writing of said

violations and Lessee shall have forty-five (45) days from receipt of such notice to remedy said violations. In the event any monetary defaults are not remedied within forty-five (45) days from receipt of such notice, Lessee shall pay to Lessor a penalty charge of one and one half percent (1-1/2%) per month of any principal amount that remains outstanding. If at the end of forty-five (45) days there exist no monetary defaults and Lessee shall be actively engaged in steps to remedy the non-monetary default, Lessee shall be afforded such additional time as is reasonably necessary to remedy said violation.

B. Provisions Applicable if Leasehold Mortgage in Place. If the Demised Premises, or any portion thereof is subject to a leasehold mortgage, the additional provisions of Section 21 below shall also apply.

C. Provisions Applicable If No Leasehold Mortgage in Place.

In the event the Demised Premises, or any portion thereof, is not subject to a leasehold mortgage, and any violation of the covenants and conditions of this Amended and Restated Lease is not remedied within the cure periods set forth in Section 16(A) above, then, the date upon which this Amended and Restated Lease shall terminate shall be set by Lessor, or, in the alternative, other remedial steps shall be determined. In the event the Demised Promises, or any portion thereof, is not subject to a leasehold mortgage and Lessee becomes insolvent, makes a general assignment for the benefit of creditors or Lessee should voluntarily file a Petition in Bankruptcy or for Reorganization or an Order granting a Petition in Bankruptcy or for Reorganization should be granted against it, then in any such event this Amended and Restated Lease shall be immediately terminated at the sole option of the Lessor, if such termination is available under prevailing law, and

Lessor shall have the right to retake possession of the Demised Premises together with all improvements, personal property and animals thereon.

17. CONCESSIONS: Lessee shall have the right to enter into Concession(s) (as hereinafter defined) with respect to the Demised Premises and improvements thereon with third person(s). For purposes of this Amended and Restated Lease, the term "Concession(s)" shall mean any occupancy agreement(s) or agreement(s) with respect to any legal activities, in each case with respect to any portion of the Demised Premises and improvements thereon, except for Subleases (as hereinafter defined). Notice of Lessee's intention to enter into any Concession(s) shall be given in writing to the Lessor by delivery to the County Manager and the Director of Parks and Recreation, or their respective designees, at least forty-five (45) days prior to the proposed initiation of operation of said Concession, together with copies of all written contracts proposed to be executed therefor. Each written notice shall be delivered by certified mail, return receipt requested and Lessee agrees to use its best efforts to otherwise insure that the County Manager and the Director of Parks and Recreation are notified of Lessee's intention to enter into a Concession. Unless the County Manager or his or her designee objects to the proposed Concession in writing within forty-five (45) days after its receipt of said notice, setting forth the basis for such objection, Lessee shall be permitted to enter into the Concession. The sole grounds for any such objection by the County Manager or his or her designee shall be whether the proposed Concession is contrary to the best interest of Lessor, is a substantial departure from existing use as a family oriented tourist attraction or would cause any noncompliance with laws, rules, regulations or ordinances of any federal, state, regional, county or local governmental units. Otherwise, the proposed Concession shall be approved. Said approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event Lessor and Lessee

agree on a standard form concession agreement, thereafter Lessor shall have a thirty (30) day review period, rather than a forty-five (45) day review period, under this section.

18. SUBLEASES:

A. Definition. For purposes of this Amended and Restated Lease, the term "Sublease" shall mean the subleases, if any, for a term longer than two years of an area of the Demised Premises greater than 20,000 square feet. Notwithstanding the foregoing, a Sublease, if any, shall be subject to the restrictions set forth in subparagraph 6(B)(4) above and any Sublease of any exhibit featuring live marine mammals ("Marine Mammal Exhibits") must be with a competent, experienced operator, comparable to Lessee, as Sublessee.

B. Lessee shall provide Lessor with forty-five (45) days prior written notice of its intention to enter into a Sublease. Each written notice shall be delivered by certified mail, return receipt requested, to the County Manager and the Director of Parks and Recreation, or their respective designees, and shall be accompanied by a copy of the Sublease. Lessee agrees to use its best efforts to otherwise insure that the County Manager and the Director of Parks and Recreation are notified of Lessee's intention to enter into a Sublease. The County Manager shall, within forty-five (45) days of receipt of Lessee's written notice of entering into a Sublease, place the question of Lessee's intention to sublet upon the agenda of the next available regularly scheduled meeting of the Board of County Commissioners together with his recommendations in regard thereto. Unless Lessor, upon resolution by the Board of County Commissioners, objects to Lesseets proposed Sublease at the meeting described above, Lessee shall be entitled to enter into the Sublease. If Lessor so objects, the sole grounds for any such objection by Lessor shall be whether the proposed Sublease is contrary to the best interest of Lessor, is a substantial departure from existing use as a

family oriented tourist attraction, would cause any noncompliance with laws, rules, regulations or ordinances of any federal, state, regional, county or local governmental units, or contains provisions not strictly consistent with applicable provisions of this Amended and Restated Lease, and such approval shall not be unreasonably withheld. Notwithstanding the foregoing, Lessor shall be permitted to require that the Sublease contain subleasehold mortgage provisions consistent with the subleasehold mortgage provisions set forth in Section 18(C) below.

C. Subleasehold Mortgages. Lessor agrees that Sublessees shall have the right to mortgage their respective subleasehold estates provided that the following conditions are met:

(1) Sublessee(s) shall have the right at any time and from time to time to encumber their respective subleasehold estates as permitted by this Amended and Restated Lease, and any extension hereof, together with any and all improvements located thereon, to a financial institution, insurance company, pension or retirement or welfare trust, or funds supervised by a governmental authority. Such encumbrance may be by mortgage, deed of trust or other security interests, including, but not limited to, assignment of rents, issues and profits from the subleasehold estate subordinate to Lessor's and Lessee's rights. Lessee agrees to cause any Sublessee(s) to provide the County Manager or his or her designee with true copies of note (s) and subleasehold mortgage(s) ("Subleasehold Mortgage Documents") at least thirty (30) days prior to the closing of any subleasehold financing for Lessor's review and approval. Unless the County Manager or his or her designee objects in writing to the Subleasehold Mortgage Documents within the thirty (30) day

review period, Sublessee shall be entitled to enter into the Subleasehold Mortgage Documents. If Lessor so objects, the sole grounds for any objection shall be if the documents do not contain provisions which meet the requirements for the protection of Lessor as set forth in Section 21 below to the extent applicable. Lessee shall provide to Lessor true copies of the Subleasehold Mortgage Documents within ten (10) days of closing of such instruments. Lessor shall have forty-five (45) days thereafter to review such documents in order to make a determinations to whether they differ from those which were approved or deemed to be approved pursuant to this Section as to any required terms as forth above. In the event Lessor provides Lessee with written notice of its determination that the documents are different with respect to such required terms within the forty-five (45) day review period, then Lessor's approval to that Sublease pursuant to Section 18(B) above, at Lessor's election, shall be deemed withdrawn until the Subleasehold Mortgage Documents are brought into compliance with this Section 18(C).

19. AFFILIATED BUSINESSES: Lessee may engage in advertising and promotional activities which benefit Affiliated Businesses (as hereinafter defined) of Lessee so long as the Miami-Dade County Manager or his or her designee determines in his sole discretion that any such activities or promotional events, together with any terms applicable thereto, will likely increase attendance and Rent to Lessor. For purposes of this Amended and Restated Lease, an Affiliated Business shall mean any wholly owned or partially owned subsidiary or parent of Lessee or of Wometco

Enterprises, Inc., or any business having more than five (5%) percent common stock ownership by owners of more than five (5%) percent of the common stock of Lessee or of Wometco Enterprises, Inc., or having any common officers or directors with Lessee or Wometco Enterprises, Inc.

20. ADMISSION & CONCESSION CHARGES: Lessee and its Sublessee(s) and Concessionaires shall have the right to make charges for admission to and for use of the Master Plan Components, for various items offered for sale by Lessee, Sublessee(s) or Concessionaires upon the Demised Premises, for parking upon the Demised Premises and the Adjacent Property, subject to the provisions of Section 24 below with respect to the Adjacent Property only, or for other items relating to the facility. The amount to be charged by Lessee or its Sublessee(s) or concessionaire (a) shall be determined by Lessee, its Sublessee(s) or Concessionaire(s), as applicable, and Lessee and its Sublessee(s) and Concessionaires also say offer discounted admissions and promotions to the public, subject to the provisions of Section 19 above.

21. LEASEHOLD MORTGAGES:

A. Permitted Financing. Lessee shall have the right at any time and from time to time to encumber its leasehold estate created by this Amended and Restated Lease, or any extension hereof, together with any or all improvements located on the portions of the leasehold mortgaged, to a financial institution, insurance company, pension or retirement or welfare trust, or a fund supervised by a governmental authority (the "Lender"). Such encumbrance may be by mortgage, deed of trust or other security interest, including, but not limited to, an assignment of rents, issues and profits from the leasehold estate subordinate to Lessor's rights (collectively, the "Leasehold Mortgage(s))" Lessee shall provide to Lessor true copies of note(s) and Leasehold Mortgage(s) within ten (10) days of closing of such instruments and shall include therewith the addresses to

which all notices to Lender hereunder are to be forwarded. The Leasehold Mortgage permitted and defined in this Section shall be limited to securing of financing and refinancing of Capital Improvements constructed by or for Lessee on the Demised Premises ("Financing of Improvements"), With respect to Financing of Improvements, the amount of financing shall not exceed the costs of the Capital Improvements. Lessee may not encumber the leasehold estate as security for any other indebtedness.

The Leasehold Mortgage and all rights acquired thereunder shall be subject to each and all of the provisions of this Amended and Restated Lease and to all rights of Lessor except as otherwise provided herein.

B. Leasehold Mortgage Requirements.

(1) Notice by Lender. Lessor and Lessee agree that any Leasehold Mortgage shall require that Lender shall provide concurrently to Lessor all notices which are sent to Lessee.

(2) Notice by Lessor. Lessor agrees that Lessor shall provide concurrently to Lender all notices sent to Lessee, at Lender's last address as furnished to Lessor by Lessee or Lender.

(3) No Lease Termination Without Consent of Lender. Lessor and Lessee agree that they will not mutually terminate the Amended and Restated Lease, and Lessor will not accept a surrender of the Amended and Restated Lease from Lessee, without the prior written consent of Lender. If such consent is not received from Lender within sixty (60) days after notice of intent to terminate is received by Lender, then such consent shall be deemed granted. If Lender does not consent to such termination, then Lender shall commence to cure as provided in subparagraph (4) hereof. Nothing in this subparagraph (3) shall impair Lessor's right to terminate the Amended and Restated Lease in accordance with the provisions of subparagraph (4) below in the event of a Default and the failure or refusal of Lender to comply with the provisions of subparagraph (4).

(4) Opportunity of Lender to Cure Defaults Prior to Termination of Lease. Lessor may not terminate the Amended and Restated Lease in the event of

default without giving Lender written notice (the "Notice of Intent to Terminate") and allowing Lender, at its election, to cure defaults, which election by Lender must be made within sixty (60) days of the date of the Notice of Intent to Terminate. In the event Lender elects to cure, Lender shall be responsible for curing all monetary defaults upon expiration of such 60-day period and shall further be required to continue or to cause to be continued at all times (including during the 60-day period) operation and maintenance of the Demised Premises and improvements thereon (the "Project"') for the purposes set forth in this Amended and Restated Lease. If foreclosure is required to cure the default and Lender is prohibited by any processor injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Lessee from commencing or prosecuting foreclosure proceedings, the Amended and Restated Lease will not be terminated by Lessor provided that Lender has commenced and is diligently pursuing foreclosure, all rental payments are current and the Demised Premises are continuously operated and maintained for the purposes set forth in this Amended and Restated Lease, provided that, in the event of any bankruptcy or insolvency proceedings involving Lessee, Lender's obligation to enter into an Acceptable Operator's Agreement (as hereinafter defined) or to assign the Amended and Restated Lease to an Acceptable operator (as hereinafter defined) shall be extended. Within nine (9) months of the date of the Notice of Intent to Terminate, Lender shall enter into an agreement (the "Acceptable Operator's Agreement") for operation of the Project with an operator reasonably acceptable to the Lessor (the "Acceptable Operator") or shall assign the Amended and Restated Lease to an Acceptable Operator, provided that, if Lender is unable (despite diligent efforts) on or before expiration of the aforementioned 9-month period to engage and enter into an Acceptable Operators Agreement for the Project or it becomes unlawful to operate the Project for the purposes set forth in this Amended and Restated Lease then Lender shall have the option to (i) relinquish all rights in connection with the Project, or (ii) after compliance with the provisions of the immediately succeeding sentences, discontinue the use of the Project for the purposes set forth in this Amended and Restated Lease and to operate the Demised Premises under an alternative public use. Any proposed alternate use must be in accordance with all deed restrictions relating to the Demised Premises. The Board of County Commissioners must find that any proposed alternative use serves a public purpose. Any proposed alternate use must be in compliance with all applicable federal, state, regional, county and local laws, statutes, ordinances, regulations and procedures, including, but not limited to, zoning, environmental, land use, public bidding and municipal law (collectively, the "Regulations"), provided, however, that the execution of this Amended and Restated Lease is not intended to predetermine such use

in any manner or to bind the Board of County Commissioners or any County agency to grant or approve any specific use or zoning change. Notwithstanding any other language in this Amended and Restated Lease or in any amendment, modification or extension hereto, Lessor may, in its sole discretion, approve or reject any proposed alternate use whether or not the proposed alternate use conforms to the Regulations, and to all other requirements of this subparagraph (4)g, but such discretion shall not be exercised in an unreasonable arbitrary or capricious manner so as to result in a taking of property under the federal or State of Florida constitutions. Before any proposed alternate use can be approved, all necessary public hearings required under any Regulations must have been held. By agreeing to consider any proposed alternate use, Lessor is not agreeing to be predisposed to that use. No default shall be deemed to exist so long as Lender is complying with the provisions of this subparagraph (4). If Lender fails to comply with any of the requirements of this subparagraph (4) during the 60-day period set forth above, the Amended and Restated Lease will terminate upon expiration of any applicable cure periods provided to Lessee in Section 16 upon five (5) days written notice to Lender, and Lender shall have no further opportunity to cure any default hereunder.

(5) No Liability of Lender. Lender or its assignee(s) shall have the right, but not the obligation, to cure defaults. Lender and its assignee(s) shall have no personal liability with respect to the performance of Lessee's obligations under the Amended and Restated Lease, it being understood that the sole recourse of Lessor shall be limited to Lender's or its assignee(s) interest in the Demised Premises, and Lender may at any time notify Lessor in writing that it relinquishes all rights in the Project and shall thereafter have no liability with respect to the Amended and Restated Lease.

(6) Foreclosure Due to Leasehold Mortgage Default. If any foreclosure by Tender in due solely to a default under the Leasehold Mortgage (and not to a default under the Amended and Restated Lease), the 9-month period described in subparagraph (4) above shall be replaced by a 3-month period which shall be deemed to commence upon final judgment in such foreclosure proceedings, and Lender may transfer or assign Lessee's interest under the Amended and Restated Lease subject to the consent of Lessor to such assignment or transfer, which consent by Lessor shall not be unreasonably withheld or delayed. No such foreclosure or sale shall constitute a breach of the Amended and Restated Lease.

(7) During Construction. In the event of default during construction of Capital Improvements, the incomplete Capital Improvements shall, at Lender's or Lessor's option as hereinafter provided, be completed or demolished using

Public Construction Bond funds either (i) at the option of Lender in the event it is complying with the provisions of subparagraph (4) above, or (ii) in the event Lender does not exercise its rights within the 60-day period provided in subparagraph (4) above or relinquishes its rights thereunder, at the option of Lessor.

(8) Insurance. Lessee shall be required to obtain and maintain, or cause its Sublessees to obtain and maintain, as applicable, (i) full value replacement insurance (which shall include coverage for demolition and razing of the Demised Premises) with an automatic escalator index, and (ii) business interruption insurance covering debt service, rental obligations for a 12-month period and the cost of maintenance of the Project. Lessor shall be an additional named insured as its interests may appear. Subject to the provisions of Section 11, in the event of a casualty loss to the Project, insurance proceeds will be disbursed to Lessee or, if Lender is in possession, to Lender, for reconstruction. Such reconstruction shall commence as soon as practicable, but in any event within six (6) months after insurance proceeds are available in accordance with Section 11, provided that, if it is impracticable to commence reconstruction within such 6-month period, Lessee shall request in writing the consent of Lessor to a reasonable extension of such six (6) month deadline, which consent shall not be unreasonably withheld. In the event casualty proceeds are insufficient to reconstruct the Project, Lessee shall be required to pay any shortfall, provided that, if Lessee is unable or shall fail to pay any such shortfall, then Lessor shall give written notice thereof to Lender. Lender shall have the right, but not the obligation, to fund such shortfall within sixty (60) days of the date of such notice. If such shortfall is not funded within such 60-day period, then Lessor may terminate the Amended and Restated Lease. In the event of a termination for failure to fund the shortfall, Lessee shall be required to return to Lessor the Demised Premises in a condition which is either "as is" as of the date of such casualty loss or razed of all Capital Improvements at the option of Lessor. The balance of the insurance proceeds shall, in the event of such termination or election not to reconstruct, be disbursed to Lender to the extent of any outstanding amounts due Lender by Lessee under the Leasehold Mortgage documents.

(9) Bankruptcy. If the Amended and Restated Lease is rejected in bankruptcy proceedings, Lender may request and, provided Lender is complying with the provisions of subparagraph (4) above, Lessor shall execute a new lease with Lender or an Acceptable Operator for the balance of the term (and any extension thereof) and on the same terms and conditions.

(10) Cure by Lessee of Defaults. In the event of a default by Lessee and/or the institution of foreclosure proceedings and if Lender is complying with the provisions of subparagraph (4) above or the 60-day period thereunder has not yet expired, if Lessee nonetheless is able, prior to termination of the Amended and Restated Lease and/or conclusion of the foreclosure proceedings, to cure all defaults and to make Lessor and Lender whole, then Lessee shall be entitled to repossession and to any excess profits earned by Lender during such default or foreclosure period.

(11) Notices of Default and Sale Under Leasehold Mortgage. On the recording of the Leasehold Mortgage, Lessee shall, at its expense, cause to be recorded, in the office of the Clerk of the Circuit Court of Miami-Dade County, the official records custodian of Miami-Dade County, a written request executed and acknowledged by Lessee for a copy of all notices of default and all notices of sale under the Leasehold Mortgage to be sent by Lender to Lessor. Inclusion in the body of the recorded Leasehold Mortgage itself of a requirement for notice by Lender to Lessor having the effect described above as to notices of default and sale shall constitute compliance with this provision.

(12) Amendments. Lessor acknowledges Lessee's right to propose future conforming amendments to the Amended and Restated Lease if reasonably necessary to implement the intent of this Section, provided that no such amendments will relate to the term of the Amended and Restated Lease or seek to limit or decrease materially Lessor's rights.

(13) Lender Becoming Lessee Under Lease. In the event Lender (or any permitted assignee) becomes Lessee under the Amended and Restated Lease, Lender (or any permitted assignee) shall have the right to exercise all options and other rights provided to Lessee, under the Amended and Restated Lease (and/or provided to Lender with respect to any permitted assignee), including, without limitation, the renewal options set forth in the Amended and Restated Lease.

C. Acknowledgment by Lender. The Leasehold Mortgage documents shall contain an acknowledgment by Lender of the provisions of Section 7(B) above.

22. ASSIGNMENTS: Subject to the provisions of Section 6 (B) (4) and Section 21 above, Lessee shall have the right to assign this Amended and Restated Lease, or any part thereof or to sell its rights pursuant to this Amended and Restated Lease, or any extension hereof, or any modification

or amendment hereto. In the event Lessee intends to exercise its rights pursuant to this Section, Lessee shall notify Lessor in writing at least forty-five (45) days prior to the date such assignment or sale is to be effective of its intention to so assign or sell by notice to the County Manager and the Director of Parks and Recreation, or their respective designees. Each written notice shall be delivered by certified mail, return receipt requested, and Lessee agrees to use its best of efforts to otherwise insure that the County Manager and the Director of Parks and Recreation are notified of any intent of Lessee to exercise its rights pursuant to this Section. With respect to such an assignment or sale, the County Manager shall, within forty-five (45) days of receipt of Lessee's written notice, place the question of approval of Lessee's said assignment or sale upon the agenda of the next available regularly scheduled meeting of the Board of County Commissioners, together with his recommendations in regard thereto. Unless Lessor, upon resolution of the Board of County Commissioners, at the meeting described above, objects to said assignment or sale, Lessees may proceed with such assignment or sale. If Lessor so objects, the sole ground for any such objection by Lessor, shall be whether such assignment or sale by Lessee will be contrary to the best interests of Lessor, and in the case of the Marine Mammal Exhibits and Aquarium Exhibits only, whether the sale or assignment is to a competent, experienced operator comparable to Lessee, and said approval shall not be unreasonably withheld.

In the event Lessee sells or assigns all of its rights pursuant to this Amended and Restated Lease, Lessee shall be relieved of all obligations to pay Rent and to otherwise perform its covenants and obligations under this Amended and Restated Lease and Lessor shall be entitled to a participation in any Net Book Profit realized by Lessee as provided in Section 23 below. For purposes of this Amended and Restated Lease, Net Book Profit shall be calculated according to

Generally Accepted Accounting Principles. In such event, the entity to which Lessee's rights are sold or assigned shall assume all obligations and rights of Lessee pursuant to this Amended and Restated Lease. In the event Lessee sells or assigns less than all of its rights pursuant to the Amended and Restated Lease, Lessee shall continue to be subject to all obligations of the Amended and Restated Lease.

23. PARTICIPATION ON SALE OR ASSIGNMENT OF LEASE:

A. In the event Lessee shall sell or assign all or a portion of its rights pursuant to this Amended and Restated Lease, or any extension or modification thereof Lessee shall pay to Lessor eight percent (8%) of any Net Book Profit realized by Lessee pursuant to the sale of that portion of its rights under this Amended and Restated Lease.

Moreover, if any stock of Lessee is sold, assigned or transferred by its parent corporation, Wometco Enterprises, Inc. ("Wometco"), (other than for an Initial Public Offering for the purpose of reductions in debt or construction of Capital Improvements), then Lessee shall also pay to Lessor eight percent (8 %) of any Net Book Profit realized by Wometco which is reasonably attributable to such sale, assignment or transfer.

B. In no event shall the amount paid to Lessor exceed One Million Dollars ($1,000,000) during Lease Years one (1) through ten (10); One Million Two Hundred Fifty Thousand Dollars ($1,250,000) during Lease Years eleven (11) through twenty (20), and One Million Five Hundred Thousand Dollars ($1,500,000) in all succeeding Lease Years.

24. CAUSEWAY CROSSING, PUBLIC PARKING AND LESSOR CONTRIBUTION:

A. Lessor shall pay the cost of constructing the following projects up to a total of Three Million Dollars ($3,000,000): (i) those traffic related improvements within the public right-of-way

of Rickenbacker Causeway in accordance with the conditions of the Chapter 380 Development issued on July 25, 1991; (ii) the relocation, if necessary, of the public Works maintenance facility located across the Rickenbacker Causeway from the Demised Premises; and (iii) a low frequency radio station to be used for traffic management and information purposes on Rickenbacker Causeway and Key Biscayne.

B. Lessee shall provide at its own expense a parking lot or lots, for the parking of automobiles, on the Demised Premises.

C. Lessee shall pay the cost of constructing a public parking facility, if required, on the Adjacent Property as set forth in Section (2) (A) above. The construction of the public parking facility on the Adjacent Property by Lessee shall be in accordance with, but need not exceed, applicable Miami-Dade County Code requirements, except that Lessor and Lessee shall mutually agree as to the quality of landscaping to be planted adjacent to the Rickenbacker Causeway which shall be in excess of minimum requirements and once constructed, the Adjacent Property shall not be used for other purposes or conveyed or leased by Lessor to other parties during the term of the Amended and Restated Lease, or any extension hereof, so long as Lessee continues to operate a public parking facility thereon. Within sixty (60) days prior to the beginning of Lessee's Fiscal Year, Lessee shall submit in writing to the Miami-Dade County Manager or his or her designee a schedule of recommended parking fees, if any, for the parking facility on the Adjacent Property. The County Manager or his or her designee shall respond within fifteen (15) days of receipt thereof with approval or with an alternative schedule of parking rates. Notwithstanding the foregoing, in no event shall the designated parking rate schedule be such that any financial contribution by Lessee is required in order to operate and maintain the parking facility on the Adjacent Property or in order for Lessee

to maintain the debt service and operational costs thereon, unless Lessee agrees, in writing, at its sole discretion, to operate and maintain the parking facility on the Adjacent Property at a deficit. The parking rates shall be implemented by Lessee commencing on either the first day of the subject Fiscal Year or on an alternative date selected by mutual agreement between Lessor and Lessee, or as soon as practicable thereafter.

D. In the event it becomes necessary for Lessor and Lessee to amend the schedule of parking rates in order for Lessee to be able to operate and maintain the parking facility on the Adjacent Property and to cover all operational costs and debt service with respect thereto without any financial contribution by Lessee, then Lessee may submit in writing an amended schedule of recommended parking fees for the parking facility on the Adjacent Property. The County Manager or his or her designee shall respond in accordance with and subject to the provisions of subparagraph 24(C) above. The amended parking rates shall be implemented by Lessee commencing on the date the County Manager or his or her designee responds to the proposed amended parking rate schedule.

25. NO AQUARIUM COMPETITION ON COUNTY PROPERTY:

A. Definition of Aquarium. For purposes of this Amended and Restated Lease the term "Aquarium," shall mean a container of any size or type which incorporates a clear viewing area for the exhibition of different species of fish, marine mammals, and other water born animals to the public ponds, lakes, rivers and other comparable bodies of water shall not be deemed Aquariums for purposes of this Amended and Restated Lease.

B. Prohibitions. Lessor agrees that it is prohibited from displaying any exhibition in the nature of an Aquarium or from allowing the display of any exhibition in the nature of an Aquarium

on any county Property during the term of this Amended and Restated Lease, or any extension hereof, which utilizes any animals displayed at the Seaquarium, which animals are more particularly described in Exhibit "10" attached hereto and made a part hereof, or animals comparable to those animals described in Exhibit "10" (collectively, the "Seaquarium Animals"). Notwithstanding the foregoing, Lessee agrees that Lessor shall be permitted to display at Metrozoo exhibits of water born animals, exclusive of marine mammals and the Seaquarium Animals, provided that such water born animals do not perform in shows.

C. Donor Exception. With respect to marine mammals to be displayed at Metrozoo, in the event that there is a prospective donor of a marine mammal(s) and either (a) Lessee does not qualify for such marine mammal(s) based on qualifications set by the donor independently of Lessor or (b) Lessee does not elect to pursue the acquisition of said marine mammal(s) within forty-five (45) days of receiving written notice of the opportunity of same, then Lessor shall be permitted to exhibit that marine mammal at Metrozoo, in an Aquarium or otherwise, subject to the above prohibition on performance in shows.

26. BOOKS OF LESSEE AND REPORTS: The books of Lessee and Sublessees shall be open at all times during normal business hours for the inspection of Lessor by its County Manager or his or her designee subject to the prior knowledge, consent and directive of the Board of County Commissioners. Lessee will provide Lessor annually, within seventy-five (75) days of the end of Lessee's Fiscal Year, with an independent CPA's report on all Gross Revenue(s) received under the Amended and Restated Lease whether by Lessee or Affiliated Businesses, gross revenues of Sublessees Sublet Rent and of all Capital Improvement Expenditures and CIR Permissible Expenditures made pursuant to this Amended and Restated Lease, whether by Lessee or

Sublessee(s). Lessee will also provide Lessor with unaudited monthly statements, certified by an officer of Lessee and prepared in accordance with GAAP, of Gross Revenue(s) received under this Amended and Restated Lease and Sublet Rent. Notwithstanding the foregoing provisions, Sublet Rent shall not be included in Lessee's annual or monthly reports, as described above, until the eleventh Lease Year of this Amended and Restated Lease following the Effective Date.

27. MISCELLANEOUS PROVISIONS:

A. Maintenance and Extension of Intake Pipes. Lessee may replace, maintain, or extend, intake pipes located in Biscayne Bay, in order to provide for the health and welfare of the animals at the Seaquarium, subject to receiving all required federal, state, regional, county and local permits for such work. All such work shall be undertaken in compliance with applicable federal, state, regional, county and local rules, regulations, ordinances and statutes.

B. Water Ski Shows. Lessee shall be permitted to include part of the entertainment offered at the Seaquarium water ski shows, subject to receiving all federal, state, regional, county and local permits, where applicable. All such water ski shows shall be undertaken in compliance with applicable federal, state, regional, county and local rules, regulations, ordinances and statutes.

C. Utility Easements. Lessor may approve corridors within the Seaquarium for utility purposes and grant easements to public utility companies within the corridors as needed by Lessee for the operation of the Demised Premises. Requests for such approvals shall be submitted for approval by resolution of the Board of County Commissioners in accordance with applicable Miami-Dade County requirements.

D. Replacement of Causeway Entrance Feature. Lessee will have the right, subject to governmental approvals, if any, to replace the existing causeway entrance feature adjacent to the toll

booth with one of comparable size, height, cubic content and function. Such expense shall be considered a Capital Improvement.

E. Advertising on Causeway Toll Arms. Lessee will have the right to advertise Seaquarium Village functions and events a minimum of four (4) times a year for the week preceding the event or function on the Causeway toll gate arms located at the causeway entrance. Any conflict as to use of toll gate, arms shall be resolved on a first come, first serve basis, after recognizing the priority of County sponsored events, by the Public Works Director. All advertising on the toll gate arms is subject to the approval of the Public Works Director as to design and safety.

F. Metrobus. The county will develop a proposal for a Metrobus to transfer visitors to and from the Seaquarium to Metrorail on weekends and holidays. The hours of operation sources of funding and a list of specific holidays and the design features of the bus, shall be mutually agreed by Lessee and the County Manager or his or her designee.

G. Police, Fire and Emergency Services. Lessor, if it is the responding agency, shall provide police, fire and emergency services to Lessee in a manner equal to that offered to service users on Key Biscayne. In the event that a municipal incorporation occurs for any or all of Key Biscayne, Lessor shall make provisions to provide such services to Lessee at a level equal to the services provided prior to the incorporation, if it is the responding agency.

H. Boulder Zone Water. Lessee may request permits from all federal, state, regional, county and local agencies, where applicable, to obtain, use and discharge chilled water from the boulder zone under or nearby the Demised Premises as a means to reduce energy consumption.

I. Impact Fees. Any impact fees, monetary contributions, donations or improvements to public facilities or services paid or made by Lessee pursuant to Miami-Dade County ordinance

or as a result of conditions of the DRI or FQD shall be regarded as expenditures for Capital Improvements for purposes of lease term extensions pursuant to Section 5 above.

J. Covenant of Quiet Enjoyment. Lessor covenants and agrees that so long as Lessee complies with the terms and provisions hereto, Lessee may and shall have, hold and enjoy complete, uninterrupted and peaceful possession and use of the Demised Premises and all fixtures, improvements and personal property thereon as more particularly set forth in Section 1(A) above, during the term of this Amended and Restated Lease, and any extension thereof.

K. Payment of Taxes and other Obligations. Subject to the terms of that certain Settlement Agreement dated October 30, 1984, between Lessor and Lessee, Lessee shall pay all taxes and other costs lawfully assessed against its interest in the Demised Premises and its operations under this Amended and Restated Lease, for the term of this Amended and Restated Lease, and any extension hereof, and Lessee agrees that such taxes are not the obligation of Lessor, provided, however, that Lessee shall not be deemed to be in default of its obligations under this Amended and Restated Lease for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes instituted in a timely fashion. The obligation of Lessee with respect to such taxes and costs shall be prorated for the last Lease Year of the lease term based upon the actual number of days of the lease term during the calendar year in question.

L. Demised Premises to be Open to General Public. Lessee covenants that the Demised Premises, to the extent not restricted for operational, experimental or other like purposes, shall be open to admission by the general public without discrimination, at such reasonable times and hours as shall be prescribed by Lessee, upon the payment of such admission fees as may be charged.

M. Notices. All notices that are required to be given by this Amended and Restated Lease shall be given in writing by United States certified mail, postage prepaid, return receipt requested, and shall be delivered or mailed as follows:

If to Lessor: c/o County Manager
111 N.W. lst Street, Suite 2910
Miami, Florida 33128

If notice is to be given to the Board of county commissioners, delivery to the County Manager's office shall be deemed delivery to the Board of County Commissioners.

If to the Department of Parks and Recreation: c/o Director
275 N.W. 2nd Street
Miami, Florida 33128

If to Lessee: c/o Wometco Enterprises, Inc.
3195 Ponce de Leon Boulevard
Coral Gables, Florida, 33134

Any notices given to Lessor under this Amended and Restated Lease shall set forth the Section of the Amended and Restated Lease pursuant to which the notice is being sent, what is being required or requested of Lessor, as applicable, and the time period for response by Lessor.

N. Entire Agreement. This Amended and Restated Lease contains the entire agreement of Lessor and Lessee concerning the subject matter hereof except as set forth on Exhibit "1" attached hereto, and made a part hereof. Other than as set forth in Exhibit no collateral or side agreements exist concerning the subject matter of this Amended and Restated Lease or any part hereof. No amendments, modifications or extensions or anything whatsoever pertaining to the subject matter of this Amended and Restated Lease shall be recognized or enforceable unless made in writing and duly executed and sealed by the parties involved.

O. Invalidity of Provision. If any term or provision of this Amended and Restated Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Amended and Restated Lease or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amended and Restated Lease shall be valid and be enforceable to the fullest extent permitted by law. This Amended and Restated Lease shall be construed in accordance with the laws of the State of Florida.

P. Successors and Assigns. All terms and provisions of this Amended and Restated Lease to be observed and performed by Lessee shall be applicable to and binding upon Lessor's and Lessee's respective heirs, personal representatives, successors and assigns.

Q. Estoppel Statements. Lessee and Lessor agree that from time to time, upon not less than forty-five (45), days prior written request by the other party, Lessor or Lessee shall deliver to the requesting party a statement in writing certifying: (a) that this Amended and Restated Lease is unmodified and in full force and effect (or, if it is not in full force and effect that it is not, or if there have been modifications, that the Amended and Restated Lease as modified is in full force and effect and stating the modifications); (b) the dates to which Rent and other charges have been paid; and (c) that the other party is not in default under any provisions of this Amended and Restated Lease, or, if in default, the nature thereof in detail.

28. ISSUANCE OF PERMITS AND APPROVALS: All requests by Lessee of Lessor for requisite approvals, permits, licenses or other authorizations. to construct and operate the Demised Premises shall be considered by Lessor under its applicable codes, rules, regulations and ordinances consistent with its review of other such requests similarly situated. Lessor shall not be under any

obligation by virtue of this Amended and Restated Lease to waive any such requirements, or to grant Lessee any permits, permissions or licenses, or to issue any favorable recommendation or grant any approval as to which Lessor, or its employees, agents, instrumentalities and/or boards must exercise its discretion or conduct a public hearing prior to approval. Nonetheless, both Lessor and Lessee recognize that time is of the essence and Lessor agrees to diligently review all such requests for approvals, permits, licenses and authorizations.

29. APPLICABLE LAWS: All provisions of this Amended and Restated Lease are subject to all applicable laws, rules, regulations, codes, ordinances. and statutes and the Amended and Restated Lease shall not be deemed to permit Lessee to violate the same or to limit Lessor's authority to enforce same.

30. LEGISLATIVE OR QUASI-JUDICIAL ACTION: Nothing in this Amended and Restated Lease shall restrict the right of the Board of County Commissioners of Miami-Dade County from acting in its legislative or quasi-judicial capacity.

31. EFFECTIVE DATE: This Amended and Restated Lease shall become effective (the "Effective Date") ten days after the date of adoption by the Board of County Commissioners of a resolution approving this Amended and Restated Lease unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by the Board of County Commissioners. Commencing on the Effective Date, the Existing Lease, except to the extent set forth in Exhibit "1" attached hereto, shall be deemed deleted in its entirety and of no further force and effect and shall be replaced and superseded by this Amended and Restated Lease. In the event capital Improvements as defined herein have been undertaken by Lessee prior to the Effective Date, in addition to those listed in

Exhibit "7" attached hereto, Lessee shall be credited as of the Effective Date with those capital expenditures for purposes of this Amended and Restated Lease.

In the event of Litigation which affects the Lessee's ability to construct a Capital Improvement, the time periods specified in this Amended and Restated Lease herein for performance by Lessee, including the time periods for making Capital Improvements Expenditures and the coinciding Lease Extensions under Sections 5(A) and 5(D) shall be extended by a period commencing on the date when such Litigation is filed and terminating on the date when such Litigation is finally concluded, including all appeals, by a court of competent jurisdiction. In the event that Capital Improvements are undertaken before the Effective Date under the Existing Lease during the pendency of the Litigation, then the extensions granted under the Existing Lease shall be adjusted so as to be in compliance with this Amended and Restated Lease.

32. GENERAL PROVISIONS PERTINENT TO THE AMENDED AND RESTATED LEASE: All exhibits attached hereto are incorporated herein by reference. Time is of the essence with respect to approvals and consents to be granted by Lessor to Lessee hereunder. Lessor and Lessee acknowledge that as of the date hereof no defaults exist under this Amended and Restated Lease on the part of Lessee and that all monetary sums required to be paid by Lessee hereunder to date to Lessor or others have been paid in full. The terms Lessor and Lessee as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. Paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive and shall not be deemed to limit or expand any of the provisions of this Amended and Restated Lease. Any exhibit, formally executed addendum or rider to or modification of this Amended and Restated Lease shall

be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein.

33. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL. The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with contract specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to, project design, establishment of bid specifications, bid submittals, activities of Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon sixty (60) days' written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents; back-charge documents; all documents and records which involve cash,

trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amended and Restated Lease to be executed by the respective proper officers, duly authorized thereunto, the day and year first written above.

"Lessor"

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Deputy Clerk

By: _____
for County Manager (PAUL PHILLIPS)

(OFFICIAL SEAL)

"Lessee"

MARINE EXHIBITION CORPORATION, a Florida corporation

ATTEST:

By: _____
~~Assistant Secretary~~
Vice President

By: _____
Arthur H. Hertz, Chairman

(CORPORATE SEAL)

EXHIBITS

EXHIBIT	EXHIBIT NO.
List of Lease Amendments and Clarifications	1
Master Plan for Seaquarium	2
Legal Description of Demised Premises	3
Legal Description of Portion of Demised Premises	4
Sketch of Public Parking Extension Area	5
Lease Extension Agreement	6
Proposed Capital Projects	7
Examples of Allocations of Formulas	8
Application of CIR Deferrals and Forgiveness	9
Animals Displayed at Seaquarium	10
Resolution R-583-98	11

EXHIBIT "1"

LIST OF LEASE AMENDMENTS AND CLARIFICATIONS
INCORPORATED AND SUPERCEDED BY AMENDED AND RESTATED LEASE

1. Lease Agreement dated March 9, 1954, between Metropolitan Dade County, Florida ("Dade County") and Marine Exhibition Corporation ("MEC") d/b/a The Miami Seaquarium, except that the lease shall survive and remain in full force and effect to the extent it granted to MEC the initial lease term and initial renewal option thereunder and to the extent it provided MEC with rights to the Demised Premises and to the Adjacent Property.

2. Clarification Agreement, dated March 9, 1954, between Dade County and MEC.

3. First Supplementary Lease Agreement, dated July 12, 1955, between Dade County and MEC.

4. Modification of Lease, dated December 12, 1960.

5. Amendment A to Lease, dated October 30, 1984, between Dade County and MEC, except that Amendment A shall survive and remain in full force and effect to the extent it granted Lessee the option to renew or extend the lease dated March 9, 1954 for terms totalling up to an additional twenty-five (25) years beyond the initial lease term and the initial renewal option provided for in said lease and, in addition, for purposes of the Settlement Agreement, dated October 30, 1984 between Dade County and MEC.

6. Amendment B to Lease, dated October 30, 1984, between Dade County and MEC, except that the rights of Lessee to maintain, replace and dispose of personal property granted by the court order approving the Settlement Agreement, dated October 30, 1984, between Dade County and MEC, shall survive and remain in full force and effect.

7. Amendment C to Lease, dated November 1, 1988, between Dade County and MEC.

8. Resolution No. R-1198-66, adopted November 14, 1966, authorizing amendment to Lease for the release of certain property to University of Miami and extension of facilities for parking to MEC and accompanying documents.

9. Resolution No. R-467-67, adopted April 24, 1967, authorizing amendment of Leases with University of Miami and with MEC for property on Virginia Key to provide additional land for University and accompanying documents.

10. Resolution No. R-594-67, adopted May 16, 1967, amending Resolution No. R-467-67 correcting legal description.

11. Second Supplementary Lease Agreement, dated September 10, 1969, between Dade County and MEC.

12. Amended and Restated Lease approved by Resolution No. R-999-90, adopted September 25, 1990.

13. Any amendments or clarifications to the Original Lease not set forth herein or in Exhibit "1-A" attached hereto.

Dade County and MEC acknowledge and agree that the consents, permissions and rights set forth in the instruments listed on Exhibit "1-A" attached hereto shall survive and remain in full force and effect to the extent they are not inconsistent with the express provisions of the Amended and Restated Lease. Except as otherwise indicated, capitalized terms shall have the same meanings as set forth in the Amended and Restated Lease.

EXHIBIT "1-A"

LIST OF LEASE AMENDMENTS AND

CLARIFICATIONS WHICH SURVIVE AMENDED AND RESTATED LEASE

1. Resolution No. 6446, adopted November 3, 1953, approving advertisement for bids for proposed lease of subject property.

2. Resolution No. 6615, adopted January 6, 1954, authorizing Clarification Agreement between Metropolitan Dade County ("Dade County") and Marine Exhbition Corporation ("MEC").

3. Letter Agreement, dated March 9, 1954, from Dade County to MEC regarding water connection and pier construction.

4. Letter, dated March 9, 1954, from Dade County to MEC consenting to use of concessions.

5. Resolution No. 7871, adopted January 18, 1955, granting extension for completion of project.

6. Resolution No. 8257, adopted May 3, 1955, authorizing repayment of $100,000 to MEC from escrow fund at First National Bank of Miami and correspondence thereto.

7. Concession Lease Agreement, dated June 9, 1955, between MEC and L.G. Ball, for the lease of Gift Shop concession.

8. Resolution No. 9172, adopted December 29, 1955, consenting to the assignment of the sublease between MEC and L.G. Ball to Wynnewood Gifts, Inc.

9. Resolution No. 3896, adopted September 15, 1959, approving the construction of Geodesic Aluminum Dome over the sea show arena.

10. Resolution No. 5378, adopted June 28, 1960, approving construction of the Seaquarium sign.

11. Resolution No. 5718, adopted September 13, 1960, consenting to concession sublease agreements by MEC and Wholesale Vending Corporation and Towpark Confections, Inc.

12. Resolution No. 6059, adopted December 6, 1960, and accompanying documents, authorizing the adoption of the Modification of Lease permitting MEC to prepare financial report on a 4-week basis.

13. Resolution No. 6214, adopted January 24, 1961, approving certain improvements to the Snack Bar area and correspondence thereto.

14. Resolution No. 6479, adopted April 25, 1961, approving the construction of walkway and correspondence thereto.

15. Resolution No. 7829, adopted August 24, 1962, approving admission of foreign exchange students as guests.

16. Resolution No. 7906, adopted September 25, 1962, approving construction of Monorail and correspondence thereto.

17. Resolution No. 8301, adopted January 29, 1963, approving contract between MEC and American Electric Inc. for operation of Monorail and correspondence thereto.

18. Resolution No. 8772, adopted June 25, 1963, approving the construction of two pools and correspondence thereto.

19. Resolution No. 9294, adopted December 3, 1963, and assignment documents, consenting to the assignment of the Monorail contract from American Electric Inc. to Seaquarium Monorail Corporation.

20. Resolution No. 10856, adopted May 18, 1965, and accompanying memoranda and court documents, relating to litigation concerning certain matters under the lease.

21. Resolution No. 10984, adopted July 19, 1965, authorizing construction of two pre-cast concrete finger piers and memoranda thereto.

22. Resolution No. 10997, adopted July 26, 1965, authorizing endorsement of check for hurricane damages and accompanying documents.

23. Resolution No. 11548, adopted December 22, 1965, approving reduction of federal excise tax.

24. Resolution No. R-1037-66, adopted October 3, 1966, approving the concession agreement between MEC and Zytron Computer and Electronics.

25. Resolution No. R-1038-66, adopted October 3, 1966, approving concession agreement between MEC and Florida Hydrofoils, Incorporated.

26. Resolution No. R-396-67, adopted April 3, 1967, authorizing construction of water supply system and correspondence thereto.

27. Resolution No. R-515-67, adopted May 1, 1967, authorizing enlargement of cafeteria-snack bar facility and correspondence thereto.

28. Resolution No. R-601-68, adopted June 3, 1968, authorizing installation of four concrete tanks for Pompano Research Project and memorandum thereto.

29. County Managers Report, accepted December 16, 1968, relating to operation of Monorail.

30. Resolution No. R-723-69, adopted June 4, 1969, authorizing construction of a tank and stadium structure for killer whale, stock storage room, fender piling and mooring dolphins and installation of sanitary sewer system.

31. Resolution No. R-1071-71, adopted November 16, 1971, approving joint conveyance by Dade County and MEC of bill of sale for underground duct work and easement to Florida Power & Light Company.

32. Resolution No. R-626-73, adopted May 16, 1973, approving adjustments in admission charges and memoranda thereto.

33. Letter, dated June 4, 1973, from MEC to Dade County, regarding option renewal of lease for an additional 25 years.

34. Resolution No. R-1223-73, adopted October 2, 1973, approving admission of certain children from Division of Youth Services.

35. Resolution No. R-1240-73, adopted October 16, 1973, authorizing construction of grandstand and addition to Flipper exhibit and memorandum thereto.

36. Letter, dated November 28, 1973, from Dade County to MEC, acknowledging MEC's request for renewal.

37. Resolution No. R-554-74, adopted May 21, 1974, approving Affinity Group Rate admission.

38. Resolution No. R-601-74, adopted June 4, 1974, authorizing construction of emergency power station and two diesel fuel storage tanks and correspondence thereto.

39. Resolution No. R-467-77, adopted May 3, 1977, approving relocation of greenhouse and correspondence thereto.

40. Resolution No. R-878-77, adopted July 19, 1977, authorizing placement of portable classroom buildings for use by Dade Marine Institute and correspondence thereto.

41. Resolution of Dade County Property Appraisal Adjustment Board, adopted October 13, 1977, regarding taxation of leasehold interest of MEC.

42. Resolution No. R-944-79, adopted July 17, 1979, approving request of MEC for permission to expand food service facilities and correspondence thereto.

43. Resolution No. R-1306-80, adopted October 7, 1980, approving the construction of a new Flipper house.

44. Resolution No. R-90-81, adopted January 20, 1981, approving sublease between Dave Howell, Trustee and MEC for restaurant and bar.

45. Resolution No. R-763-81, adopted May 19, 1981, approving construction of addition to gift shop.

46. Resolution No. R-1386-81, adopted September 17, 1981, authorizing the installation and operation of radio controlled boat attraction.

47. Resolution No. R-1282-82, adopted September 21, 1982, authorizing construction and operation of ice cream concession stand and correspondence thereto.

48. Memorandum, dated October 2, 1984, from County Manager to Mayor and County Commissioners, regarding Settlement Agreement and Lease Amendments A and B.

49. Resolution No. R-1351-84, adopted October 2, 1984, approving Settlement Agreement relating to ad valorem tax litigation and Amendments A and B to Lease.

50. Settlement Agreement, dated October 30, 1984, between Dade County and MEC.

51. Resolution No. R-382-85, adopted March 19, 1985, approving retroactively the Sublease between MEC and Show Queen, Inc. and documents thereto.

52. Docking Agreement, dated as of January 4, 1985, between MEC and Show Queen, Inc.

53. County Manager's Report (Item 7(a)1) accepted September 2, 1986, regarding the short term Burger King franchise agreement.

54. Resolution No. R-131-88, adopted February 2, 1988, approving sale of Florida lottery tickets and memorandum thereto.

55. Resolution No. R-1449-88, adopted November 1, 1988, approving Amendment "C" to Lease, modifying requirements for financing of capital improvements; authorizing execution by County Manager and directing Clerk to record with official records and documents thereto.

56. Resolution No. R-380-93, adopted March 30, 1993, approving two special events and contract extension to Lease.

57. Resolution No. R-1726-95, adopted December 19, 1995, approving Leasehold Mortgage by Miami Exhibition Corporation as required by Lease.

EXHIBIT "2"

MASTER PLAN FOR SEAQUARIUM

SEE ATTACHED

[The Master Plan for the Seaquarium includes all Capital Improvements existing on the Demised Premises as of the Effective Date of the Amended and Restated Lease, the Capital Improvements identified in Exhibit "7" of the Amended and Restated Lease and any other Capital Improvements approved by the County subsequent to the Effective Date of the Amended and Restated Lease, together with any replacements, renewals or betterments to any Capital Improvement].

EXHIBIT "2"

MIAMI SEAQUARIUM
EXISTING CAPITAL IMPROVEMENTS
JUNE 2000

1. Parking Lot
2. Marquee
3. Finger pier and boat docks
4. Office building (Marketing bldg)
5. Main Gate
6. Administrative Bldg (next to main gate)
7. Main Gift Shop
8. Covered Walkways
9. Remote control Boat pool
10. Remote control car attraction
11. Golden Dome (related equipment, trainer building, pools, stadium, animal facilty)
12. Main tank building, Main Tank pool (Top Deck) and related equipment
    Reef Tank building, Reef Tank pool, food court and related equipment
13. Cafeteria
14. Main Filter Plant
15. Main Generator
16. Pompano Pools (four), filters and equipment
17. Discovery Bay (boardwalks, equipment, pools)
18. Shark Channel
19. Aviary
20. Main water intake, piping, facility equipment and related water distribution system
21. Main electric facility and related electric distribution system
22. Sewer lift station and related sewer system
23. Bathrooms (throughout park)
24. Bay filter (currently planned for replacement)
25. Boat basin gantry
26. Seawall
27. Outer boarder security fencing
28. Flipper Stadium, Flipper Lagoon and docks
29. Fish house and maintenance building and shops
30. Wade building and maintenance shops
31. Flipper training building and flipper stadium entrance
32. Chiller plant
33. Landscape maintenance building
34. Celebrity (manatee) pools
35. Whale Spout Café
36. Rain Forest exhibit
37. Merchandise outlet
38. Security guard house
39. Potable water system (underground)
40. Whale Stadium
41. Replacement Marine Mammal Stadium and Pools (related equipment and trainer building)
42. Cafeteria receiving building and cafeteria coolers
43. Pizza restaurant

Exhibit 2


EXISTING STADIUM FLIPPER
EXISTING DOLPHIN FACILITY TO BE REPLACED
EXISTING REEF TANK AND REST
EXISTING GOLDEN DOME
EXISTING SHOP AND GIFT OFFICES
EXISTING PARKING
EXISTING PARKING
ENTRANCE
RICKENBACKER CAUSEWAY
BISCAYNE BAY

EXHIBIT "3"

LEGAL DESCRIPTION OF DEMISED PREMISES

The following described tract of land lying and being in Section 20, Township 54 South, Range 42 East, Dade County, Florida:

Commence at the intersection of the North line of Section 20, Township 54 South, Range 42 East, Virginia Key, Dade County, Florida, and the center line of the Rickenbacker Causeway, both as shown on Sheet 2 of the Bulkhead Line Map, recorded in Plat Book 74 at Page 6 of the Public Records of Dade County, Florida; thence run South 45° 22' 07" East along said center line of Rickenbacker Causeway for a distance of 100.39 feet to a point; thence run South 29° 37' 53" West for a distance of 181.17 feet to the point of intersection with the Southwesterly right of way line of Rickenbacker Causeway, said point being the Point of Beginning of the parcel of land herein described; from said Point of Beginning run North 45° 22' 07" West along the Southwesterly right of way line of Rickenbacker Causeway for a distance of 264.81 feet; thence run South 44° 37' 53" West, a distance of 65 feet more or less to the shoreline of Biscayne Bay; thence run in a Southerly direction, meandering the shoreline of Biscayne Bay to a point on the Bulkhead Line as shown on the above-mentioned Bulkhead Line Map, said point being the point of curvature of a circular curve to the right having a radius of 450.00 feet; thence run Southwesterly along the arc of said circular curve and along said Bulkhead Line, through a central angle of 12° 30' 00" for an arc distance of 98.17 feet to the point of tangency; thence run South 31° 34' 46" West along a line tangent to the last described curve for a distance of 198.17 feet to the point of curvature of a circular curve to the left having a radius of 800.00 feet; thence run Southwesterly, Southerly, and Southeasterly, along the arc of said circular curve to the left and along the said Bulkhead Line, through a central angle of 97° 46' 01" for an arc distance of 1365.08 feet to a point on said curve which is the point of curvature of a circular curve to the left having a radius of 1190.00 feet; thence run Easterly along the arc of said circular curve to the left and along the said Bulkhead Line, through a central angle of 39° 04' 03" for an arc distance of 811.41 feet to the point of intersection with a line that is 757.17 feet Southwesterly of and parallel to the center line of Rickenbacker Causeway; thence run North 45° 22' 07" West along said line parallel to the center line of Rickenbacker Causeway for a distance of 302.52 feet; thence run North 44° 37' 53" East for a distance of 110.00 feet; thence run North 45° 22' 07" West for a distance of 218.00 feet; thence run North 44° 37' 53" East for a distance of 472.17 feet to the point of intersection with the Southwesterly right of way line of Rickenbacker Causeway; thence run North 45° 22' 07" West along the Southwesterly right of way line of Rickenbacker Causeway for a distance of 1209.18 feet to the Point of Beginning.

EXHIBIT "4"

LEGAL DESCRIPTION - OF PORTION OF DEMISED PREMISES

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST, VIRGINIA KEY, DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST, VIRGINIA KEY, DADE COUNTY, FLORIDA WITH THE CENTER LINE OF THE RICKENBACKER CAUSEWAY AS SHOWN ON " REVISED PLAT OF SHEETS 8 & 9 METROPOLITAN DADE COUNTY, FLORIDA BULKHEAD LINE PART FOUR", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74 AT PAGE 6 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN S 45°22'07" E ALONG SAID CENTER LINE FOR 100.39 FEET; THENCE RUN S 29°37'53" E FOR 181.17 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE RICKENBACKER CAUSEWAY; THENCE RUN N 45°22'07" W ALONG SAID RIGHT-OF-WAY LINE FOR 264.81 FEET; THENCE RUN S 44°37'53" W FOR 65.00 FEET; THENCE RUN S 44°38'01" W FOR 48.00 FEET TO THE APPARENT SHORELINE; THENCE CONTINUE ALONG SAID APPARENT SHORELINE FOR THE NEXT NINE COURSES: (1) S 30°07'30" E FOR 18.69 FEET; (2) S 40°31'32" E FOR 66.78 FEET; (3) S 31°02'20" E FOR 44.90 FEET; (4) S 17°50'33" E FOR 55.45 FEET; (5) S 22°22'31" E FOR 45.25 FEET; (6) S 01°03'05" E FOR 50.20 FEET; (7) S 05°51'58" W FOR 50.33 FEET; (8) S 14°31'46" W FOR 52.46 FEET; (9) S 23°11'14" W FOR 25.80 FEET TO A POINT ON THE AFOREMENTIONED BULKHEAD LINE AS SHOWN ON SAID PLAT AND SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 12°30'00"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 98.17 FEET TO A POINT OF TANGENCY; THENCE RUN S 31°24'46" W FOR 198.17 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 17°05'19"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 238.60 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 3069 AT PAGE 248 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID INTERSECTION BEARS S 75°30'33" W FROM THE CENTER OF LAST DESCRIBED CURVE; THENCE RUN N 29°37'51" E ALONG SAID SOUTHEASTERLY LINE FOR 857.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.41 ACRES MORE OR LESS, SUBJECT TO DEDICATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATE:

WE HEREBY CERTIFY: THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER OUR DIRECTION AND FURTHER, THAT SAID SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND RULE 21HH-6 OF THE FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

By: Carlos M. del Valle
Carlos M. del Valle
Professional Land Surveyor No. 4408
State of Florida
DATE: SEP 11 1990

NOTE: THIS SKETCH IS NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S RAISED SEAL.

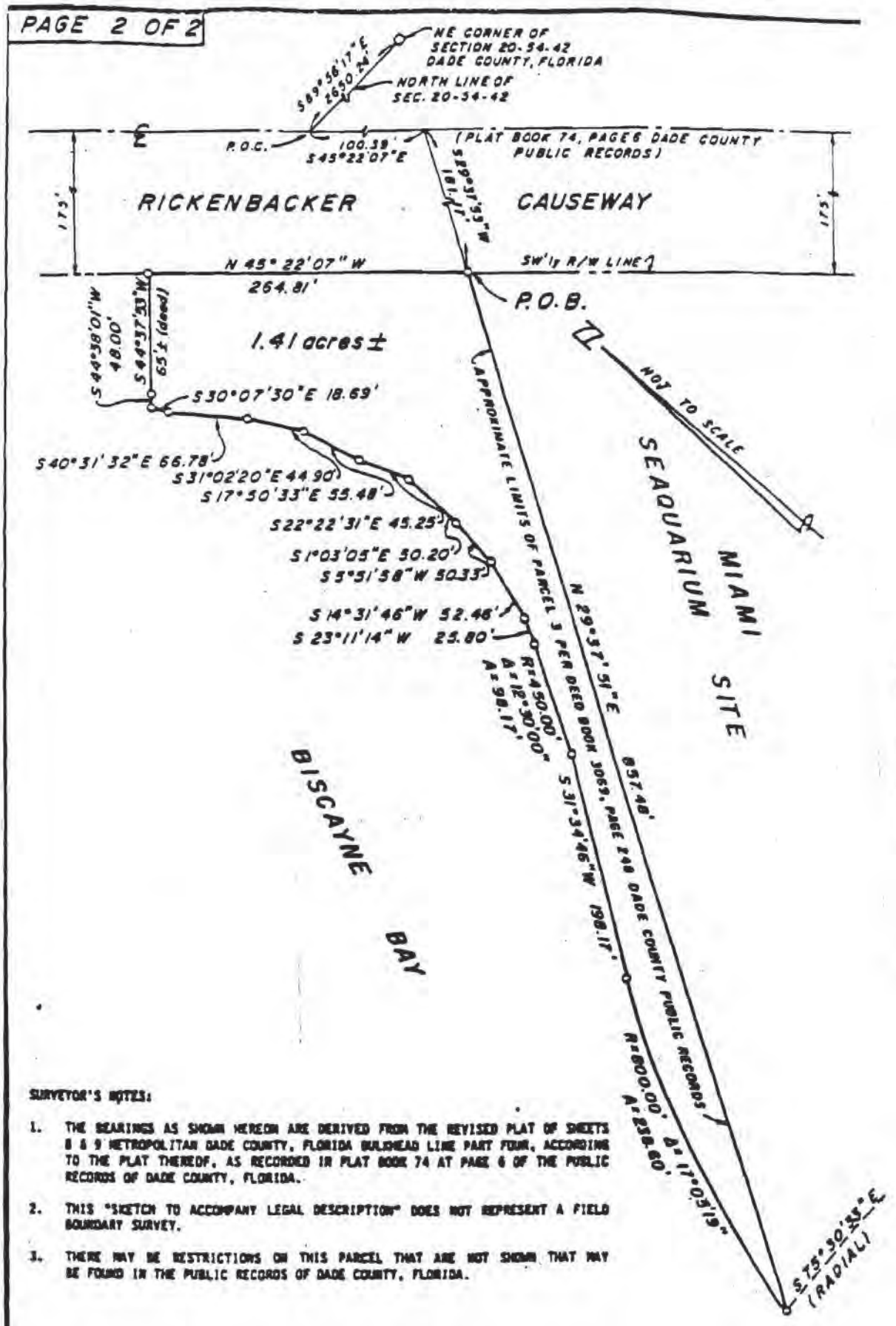
MIAMI SEAQUARIUM
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NO.	DATE	REVISIONS

SCALE	AS SHOWN
JOB NO	01-396.00
F.B. NO.	N.A.
FILE NO	335
DRAWN	B.W. DEANS
CHECKED	C.M. del VALLE
DATE	9-11-90

Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERS and PLANNERS
8600 N.W. 36th STREET MIAMI, FLORIDA 33166-6622 592-7575 FAX:599-0448

PAGE 2 OF 2



SURVEYOR'S NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE DERIVED FROM THE REVISED PLAT OF SHEETS 8 & 9 METROPOLITAN DADE COUNTY, FLORIDA BULKHEAD LINE PART FOUR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74 AT PAGE 6 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.
3. THERE MAY BE RESTRICTIONS ON THIS PARCEL THAT ARE NOT SHOWN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

MIAMI SEAQUARIUM
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PAGE 1 OF 2

EXHIBIT "4-A"

LEGAL DESCRIPTION - OF ADJACENT PROPERTY

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST, VIRGINIA KEY, DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST, VIRGINIA KEY, DADE COUNTY, FLORIDA WITH THE CENTER LINE OF THE RICKENBACKER CAUSEWAY AS SHOWN ON " REVISED PLAT OF SHEETS 8 & 9 METROPOLITAN DADE COUNTY, FLORIDA BULKHEAD LINE PART FOUR", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74 AT PAGE 6 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN S 89°56'17" E ALONG SAID NORTH LINE OF SECTION 20 FOR 249.37 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RICKENBACKER CAUSEWAY, SAID RIGHT-OF-WAY LINE BEING 175.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH SAID CENTER LINE OF THE RICKENBACKER CAUSEWAY AND SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE RUN N 45°22'07" W ALONG SAID RIGHT-OF-WAY LINE FOR 295.18 FEET TO A POINT; THENCE RUN N 44°37'53" E FOR 300.00 FEET TO A POINT; THENCE RUN S 45°22'07" E FOR 1473.99 FEET TO A POINT; THENCE RUN S 44°37'53" W FOR 300.00 FEET TO A POINT OF INTERSECTION WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE RICKENBACKER CAUSEWAY; THENCE RUN N 45°22'07" W ALONG SAID RIGHT-OF-WAY LINE FOR 1178.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.15 ACRES MORE OR LESS AND SUBJECT TO DEDICATIONS, RESTRICTIONS AND EASEMENTS OF RECORD.

SURVEYOR'S NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE DERIVED FROM THE REVISED PLAT OF SHEETS 8 & 9 METROPOLITAN DADE COUNTY, FLORIDA BULKHEAD LINE PART FOUR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74 AT PAGE 6 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

3. THERE MAY BE RESTRICTIONS ON THIS PARCEL THAT ARE NOT SHOWN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

WE HEREBY CERTIFY: THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER OUR DIRECTION AND FURTHER, THAT SAID SKETCH MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND RULE 21HH-6 OF THE FLORIDA ADMINISTRATIVE CODE.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

By: Carlos M. del Valle

Carlos M. del Valle
Professional Land Surveyor No. 4408
State of Florida
DATE: 9/14/90

NOTE: THIS SKETCH IS NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S RAISED SEAL.

MIAMI SEAQUARIUM
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

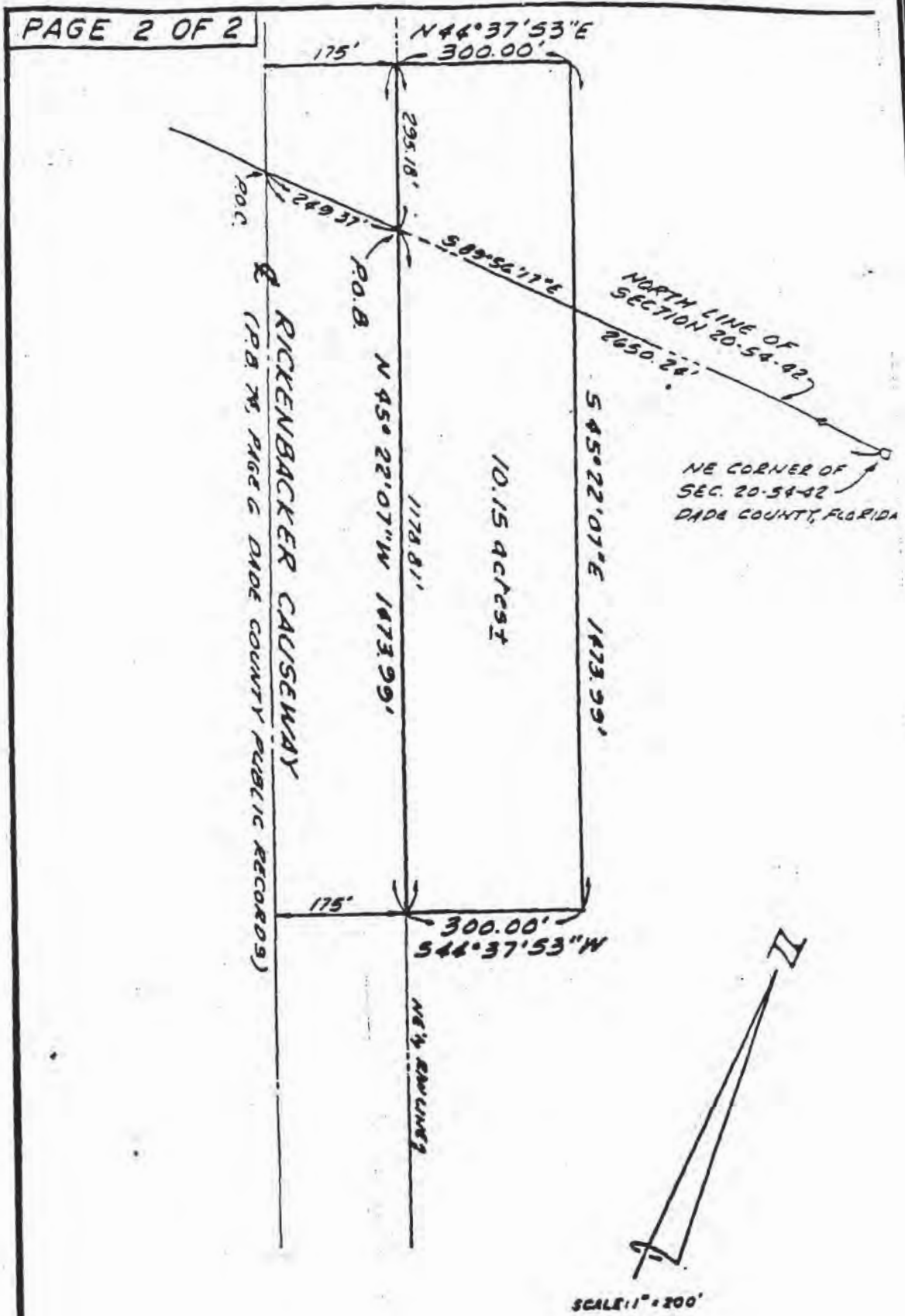
NO	DATE	REVISIONS

SCALE	AS SHOWN
JOB NO	01-396.00
F.B. NO	N.A.
FILE NO	337
DRAWN	D.W. DEANS
CHECKED	C.M. del VALLE
DATE	9-14-90

Post, Buckley, Schuh & Jernigan, Inc.
CONSULTING ENGINEERS and PLANNERS
8600 N.W. 36th STREET MIAMI, FLORIDA 33166-6622 592-7275 FAX 599-0448

REPRO PRODUCTS INC.

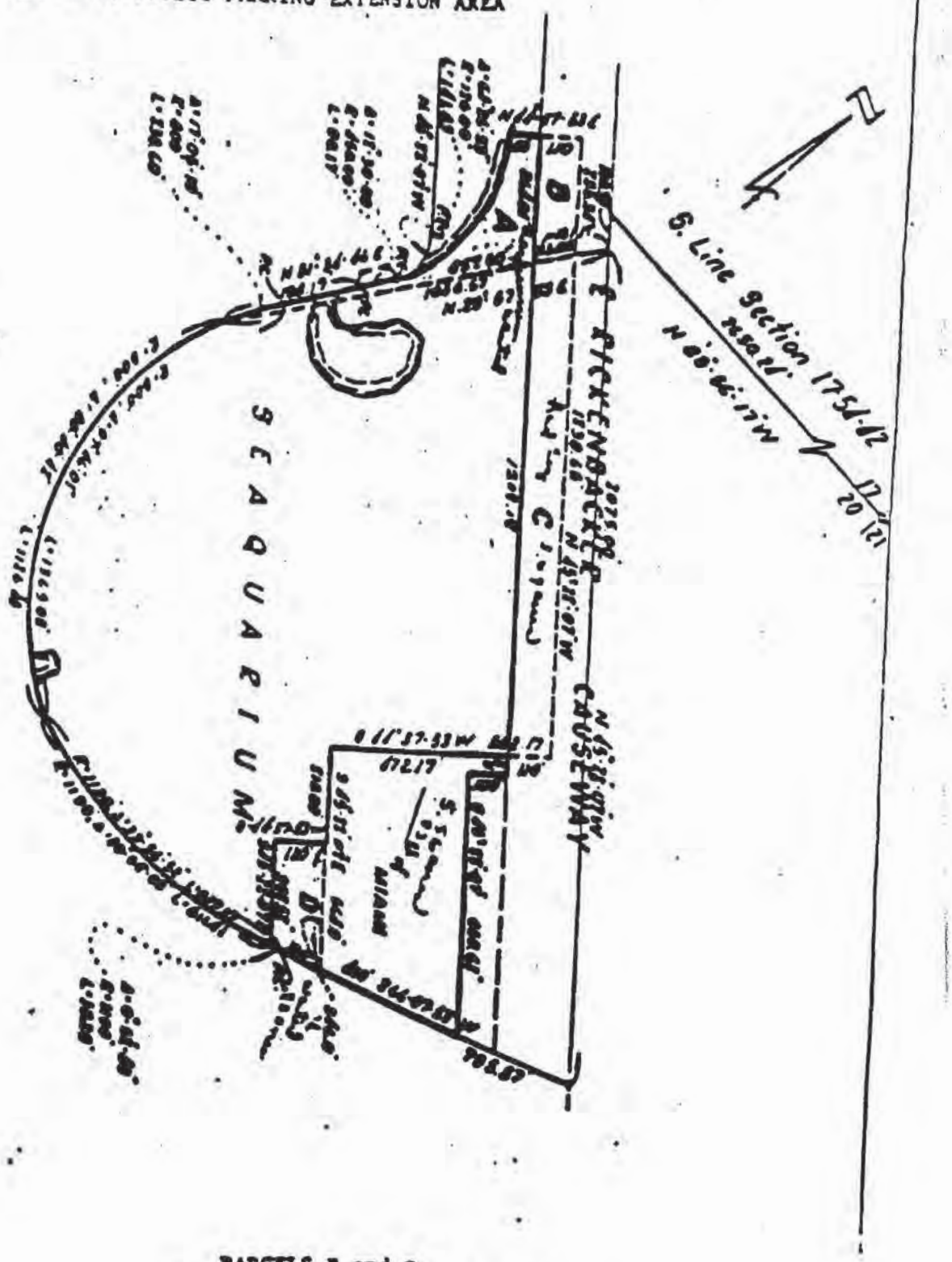
PAGE 2 OF 2



MIAMI SEAQUARIUM
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT 5

SKETCH OF PUBLIC PARKING EXTENSION AREA



PARCELS B and C
As Acknowledged by Dade County
Resolution No. R-467-67
Adopted April 24, 1967

EXHIBIT "6"

LEASE EXTENSION AGREEMENT BETWEEN DADE COUNTY AND MARINE EXHIBITION CORPORATION d/b/a THE MIAMI SEAQUARIUM

This Extension of Lease Agreement, dated _____, the ("Extension Agreement") is made by and between Miami-Dade County, Florida ("Lessor") and Marine Exhibition Corporation d/b/a The Miami Seaquarium ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Amended and Restated Lease (the "Amended and Restated Lease") dated _____, whereby Lessor has leased to Lessee certain parcels of land lying and being in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida, as more particularly described in Exhibit "3" attached thereto, as the same may be amended (the "Demised Premises"), together with all improvements, fixtures and personal property located in or on the Demised Premises, as more particularly described in Section 1(A) of the Amended and Restated Lease;

WHEREAS, Lessee is entitled to a lease extension pursuant to the terms of the Amended and Restated Lease and the parties wish to document the extension.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations by each of the parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if set forth at length.

2. The term of the Amended and Restated Lease is hereby extended for an additional term of _____ years beyond that which was provided in the Amended and Restated Lease so that the termination date of the Amended and Restated Lease is now _____.

3. The extension granted by this Extension Agreement is subject to cancellation, in whole or in part, depending upon verification of Capital Improvement Expenditures by audit as provided in Section 5(F) of the Amended and Restated Lease.

4. Except as modified herein, the Amended and Restated Lease remains unmodified and in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Extension Agreement to be executed by the respective proper officers, duly authorized thereunto, the day and year first above written.

"Lessor"

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By:_____
Deputy Clerk

By:_____
County Manager

(OFFICIAL SEAL)

"Lessee"

MARINE EXHIBITION CORPORATION, a Florida corporation

ATTEST:

By:_____
Assistant Secretary

By:_____
President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, the Assistant Secretary and President of MARINE EXHIBITION CORPORATION, respectively, to me known to be the persons who signed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at _____, Florida, this ___ day of _____, ____.

_____
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, the Deputy Clerk and Assistant County Manager respectively, to me known to be the persons who signed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at _____, Florida, this ___ day of _____, ____.

_____
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

EXHIBIT "7"

MARINE EXHIBITION CORPORATION
Capital Projects Completed and Underway
May, 2000
Approximate Amounts

	Project	Amount
1.	Main Filter Replacement	$ 140,000.00
2.	Whale Stadium	14,000,000.00
	TOTAL	$14,140,000.00

EXHIBIT "8"

EXAMPLE OF APPLICATION OF FORMULA

If the greater of Guaranteed Rent or Percentage Rent in months 5, 6, 7, 8 and 9 is $100,000, $150,000, $100,000, $110,000 and $140,000, respectively, and the ad valorem taxes paid in month 4 are $600,000, no Annual Rent shall be paid during months 5 through 9 and Annual Rent payments shall resume, subject to the provisions of Section 6(A)(5), in month 10. Nevertheless, the $600,000 of Annual Rent deferred shall be paid within forty-five (45) days after the end of that fiscal year, subject to the adjustments set forth in Section 6(A)(2) and 6(A)(4).

EXHIBIT "9"

APPLICATION OF CIR DEFERRALS AND FORGIVENESS

[redacted]

LEASE YEAR	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
GROSS REVENUES	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
% INCREASE (DECREASE)			3.0%	-1.1%	-1.1%	4.0%	-1.1%	-1.1%	2.0%	-1.1%	-1.1%	3.0%	-1.1%	2.0%	-1.1%
POTENTIAL CIR	—	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
CIR FORGIVEN	—	—	—	—	[redacted]	[redacted]	—	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
CURRENT CIR EARNED	—	[redacted]	[redacted]	[redacted]	—	—	[redacted]	—	—	—	—	—	—	—	—
DEFERRED CIR EARNED	—	—	—	—	—	—	—	—	—	[redacted]	—	[redacted]	[redacted]	[redacted]	[redacted]
CIR EXPIRED	—	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	—	[redacted]	—	—	—	—
DEDUCTIBLE/ UNDEDUCTIBLE	—	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	—	—	[redacted]	[redacted]	—	—
CUMULATIVE UNDEDUCTIBLE - BEGINNING	—	—	[redacted]	—	—	—	[redacted]	[redacted]	[redacted]	[redacted]	—	[redacted]	[redacted]	[redacted]	[redacted]
DEDUCT DEFERRALS - 100%	—	—	[redacted]	[redacted]	[redacted]	[redacted]	—	—	—	—	—	—	—	—	—
CUMULATIVE UNDEDUCTIBLE - ENDING	—	[redacted]	—	—	—	—	—	—	—	—	—	—	—	—	—
DEFERRED THIS YEAR	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CUMULATIVE DEFERRED - BEGINNING	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CUMULATIVE DEFERRED - ENDING	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
CUMULATIVE 100%	—	—	[redacted]	[redacted]	[redacted]	—	—	—	—	—	—	—	—	—	—

** THIS EXAMPLE AND THE ACCOMPANYING NOTES ARE PROVIDED FOR CLARIFICATION PURPOSES ONLY. THE FIGURES CONTAINED HEREIN ARE NOT INTENDED TO BE REPRESENTATIVE OF ANTICIPATED REVENUES OR EXPENSES. ALL FIGURES ARE CREATED RELIABLY, BUT ARE NOT GUARANTEED.

Marine Exhibition Corporation Lease
Capital Improvement Requirement
Notes to Example

1. Potential CIR: Always 1.25 % of the Gross Revenues of the preceding fiscal year.

2. CIR Forgiven: Permitted, at option of Lessee, up to five (5) times during term of lease, if Gross Revenues during preceding fiscal year decline by more than 1% of Gross Revenues during prior year.

3. Current CIR Required: Potential CIR, less CIR Forgiven.

4. Deferred CIR Required: The lesser of three-quarters of one percent of the Gross Revenues of the preceding fiscal year or the cumulative amount previously deferred.

5. CIR Expended: Actual amount expended during fiscal year.

6. Overexpenditure: Represents the amount by which expenditures in current fiscal year exceeds Current CIR plus Deferred CIR.

7. Deposit Bank: A deposit must be made to bring the bank balance equal to the amount that cumulative under-expenditures exceed cumulative over-expenditures.

   (a). Funds in bank may be used for future year over-expenditures.

   (b). A deposit is not required to the extend of a current deferral, which is permitted in a year when the preceding fiscal years Gross Revenues declined by more than 1% and a forgiveness was not taken.

8. Deferral The amount of deferral is equal to the Current and Deferred CIR Required, less the sum of CIR expended, plus preceding years cumulative overexpenditures.

EXHIBIT "10"

ANIMALS DISPLAYED AT SEAQUARIUM

1. Marine Mammals: dolphins, manatees, sea lions, seals, whales, walruses.

2. Sea Turtles.

3. Fish: sharks, rays and cartelagenous fishes, eels.

EXHIBIT "11"

TEXT FILE REPORT

R-583-98 Resolution

LEGISLATIVE FILE NUMBER *981667*

VERSION: 0 **STATUS: Adopted**

********** Title **********

RESOLUTION DIRECTING THAT CONTRACTS FOR PRIVATELY FUNDED IMPROVEMENTS ON COUNTY-OWNED LAND REQUIRE THE DESIGN OF SUCH IMPROVEMENTS BE SUBJECT TO THE REQUIREMENTS OF THE BBE, HBE AND WBE ORDINANCES

********** Body **********

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that except as provided in the following sentence, all future leases and contracts providing for privately funded improvements on County-owned land where the funding is provided by for-profit entities, and amendments to existing leases and contracts therefor, shall require the design of such improvements be subject to the requirements of Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the Miami-Dade County Code to the same extent as if the design was County, rather than privately, funded. The requirements of this resolution shall not apply to the following three airport projects: the development leases with Professional Modifications Service, Inc., Airbus, and Federal Express. The requirements of this resolution may be waived by two-thirds vote of the Board members present.

********** E **********

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day
of May, 1998. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board

1256-01

2

Approved _____ Mayor

Veto _____

Override _____

Not On
Agenda Item No. 6(L)(1)(F)
11-6-01

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

RESOLUTION NO. R-1256-01

RESOLUTION APPROVING EXECUTION OF AN AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT WITH MARINE EXHIBITION CORPORATION d/b/a MIAMI SEAQUARIUM

WHEREAS, Marine Exhibition Corporation has operated the Miami Seaquarium on Virginia Key since 1954; and

WHEREAS, the Marine Exhibition Corporation has entered into an amended and restated lease with Miami-Dade County for use of a certain parcel of land lying in Miami-Dade County, Florida, situated along the Rickenbacher Causeway across Biscayne Bay on Virginia Key, Florida; and

WHEREAS, the amended and restated lease with Marine Exhibition Corporation provides for options to extend the term of the Agreement ; and

WHEREAS, the September 11, 2001 terrorist attacks on the United States have resulted in a marked reduction in the tourism industry; and

WHEREAS, the Marine Exhibition Corporation, a major tourist attraction in Miami-Dade County can better recover from the current tourism decline through lease modifications,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board

3

approves the amendment to the amended and restated lease agreement with Marine Exhibition Corporation d/b/a Miami Seaquarium in the form attached hereto and made part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner Dorrin D. Rolle, who moved its adoption. The motion was seconded by Commissioner Gwen Margolis and upon being put to a vote, the vote was as follows:

Dr. Miriam Alonso	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey-Shuler	aye	Betty T. Ferguson	aye
Gwen Margolis	aye	Joe A. Martinez	aye
Jimmy L. Morales	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of November, 2001. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

By: KAY SULLIVAN
Deputy Clerk

Angelique Ortega

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE BETWEEN MIAMI-DADE COUNTY AND MARINE EXHIBITION CORPORATION d/b/a THE MIAMI SEAQUARIUM

THIS FIRST AMENDMENT to Amended and Restated Lease between Miami-Dade County and Marine Exhibition Corporation, d/b/a The Miami Seaquarium, is made and entered into this 16 day of Nov, 2001, between Miami-Dade County ("Lessor") and Marine Exhibition Corporation ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Amended and Restated Lease dated July 25, 2000, whereby Lessor leased to Lessee a certain parcel of land lying in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida; and

WHEREAS, Lessor and Lessee deem it to be in their mutual best interests to amend and modify the Amended and Restated Lease to adjust certain lease term provisions in response to adverse impacts on the tourism industry emanating from terrorist attacks which took place on September 11, 2001;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration by each of the parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, it is mutually covenanted, consented and agreed between Lessor and Lessee that the Amended and Restated Lease is hereby amended and modified as follows:

1. Paragraph 4 A "Term of Lease" is deleted in its entirety and replaced with the following language:

> A. Term of Lease. This Amended and Restated Lease is for a term commencing on March 9, 1954, and ending at midnight on July 12, 2008, unless extended in accordance with the provisions hereinafter set forth.

2. The fourth sentence of Paragraph 5 A "Extension Options" is deleted in its entirety and replaced with the following language:

> As of the Effective Date, Lessee, in its sole discretion, shall have the option to renew or extend the Amended and Restated Lease for additional terms commencing on the same calendar day as the Effective Date in the year 2008, as follows:

* * *

CLERK OF THE BOARD
2002 FEB 20 PM 1:26
CLERK CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.

3. Paragraph 5 A (5) is deleted in its entirety and replaced with the following language:

> (5) Provided that Lessee has exercised its maximum options under subparagraphs 5(A)(1) through 5(A)(4), above, Lessee, in its sole discretion, shall have the additional option to renew or extend the Amended and Restated Lease for two (2) successive terms of two and one-half (2.5) years each for each additional Nine Million Six Hundred Thirty Five Thousand Dollars ($9,635,000) of Capital Improvement Expenditures Lessee or its Sublessee(s) undertakes, subject to the provisions of subparagraph 5(F) hereof, which undertaking may be concurrent with the other Capital Improvement Expenditures required by this subparagraph. Pursuant to this subparagraph 5 (A)(5), Lessee may extend or renew the Amended and Restated Lease for up to an addition five (5) years for a total additional Capital Improvement Expenditure of Nineteen Million Two Hundred Seventy Thousand Dollars ($19,270,000) by Lessee or its Sublessee(s). All Capital Improvement Expenditures or renewals or extensions provided for in this subparagraph 5(A)(5) shall be in addition to those provided in subparagraphs 5(A)(1) through 5(A)(4) of this Section.

4. The second sentence of Subparagraph (1) of Paragraph 5 D "Vesting of Lease Extensions" is deleted in its entirety.

5. Paragraph 6 C "Additional Rent" is deleted in its entirety.

6. Paragraph 6 D "Review of Guaranteed and Percentage Rent Terms by Lessor" is redesignated Paragraph 6 C.

7. Paragraph 6 E is redesignated Paragraph 6 D.

8. The third sentence of Paragraph 8 C "CIR Annual Amount" is deleted in its entirety and replaced with the following language:

> The requirement for payment of the CIR Annual Amount shall commence in lease year 16 following the Effective Date of the Amended and Restated Lease and terminate in Lease Year 41 following the Effective Date of the Amended and Restated Lease (the "CIR Term").

9. Paragraph 25 A "Definition of Aquarium" is deleted in its entirety and replaced with the following language:

> A. Definition of Aquarium. For purposes of this Amended and Restated Lease the term "Aquarium" shall mean a container of any size or type which incorporates a clear viewing area for the exhibition of different species of fish, marine mammals and other water born animals to the public. Ponds, lakes, rivers and other comparable bodies of water shall not be deemed Aquariums for purposes of this Amended and Restated Lease.

10. Except as amended herein, the Amended and Restated Lease remains in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to Amended and Restated Lease to be executed by the respective proper officers, duly authorized thereunto, the day and year first written above.

"Lessor"

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Deputy Clerk

By: _____
County Manager

(OFFICIAL SEAL)

"Lessee"

MARINE EXHIBITION CORPORATION, a Florida corporation

ATTEST:

By: _____
Assistant Secretary

By: _____
Arthur H. Hertz, Chairman

(CORPORATE SEAL)

Miami-Dade Legislative Item
File Number: 012888

File Number: 012888 **File Type:** Resolution **Status:** Adopted
Version: 0 **Reference:** R-1256-01 **Control:** County Commission
File Name: AMND LEASE AGRMNT W/ MARINE EXHIBITION CORP. **Introduced:** 11/1/2001
Requester: Park & Recreation Department **Cost:** **Final Action:** 11/6/2001
Agenda Date: 11/6/2001 **Agenda Item Number:** 6L1F
Notes: **Title:** RESOLUTION APPROVING EXECUTION OF AN AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT WITH MARINE EXHIBITION CORPORATION D/B/A MIAMI SEAQUARIUM
Indexes: AMENDMENT TO LEASE **Sponsors:** NONE
MIAMI SEAQUARIUM
Sunset Provision: No **Effective Date:** **Expiration Date:**
Registered Lobbyist: None Listed

Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
Board of County Commissioners	11/6/2001	6L1F	Adopted				P
County Attorney	11/1/2001		Assigned	Angelique Ortega		11/1/2001	
County Manager	11/1/2001		Assigned	County Attorney	11/6/2001		
REPORT:	PARKS AND RECREATION						
County Manager	11/1/2001		Assigned	Alina Tejeda-Hudak	11/1/2001	11/1/2001	

Legislative Text

TITLE
RESOLUTION APPROVING EXECUTION OF AN AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT WITH MARINE EXHIBITION CORPORATION d/b/a MIAMI SEAQUARIUM

BODY
WHEREAS, Marine Exhibition Corporation has operated the Miami Seaquarium on Virginia Key since 1954; and

WHEREAS, the Marine Exhibition Corporation has entered into an amended and restated lease with Miami-Dade County for use of a certain parcel of land lying in Miami-Dade County, Florida, situated along the Rickenbacher Causeway across Biscayne Bay on Virginia Key, Florida; and

WHEREAS, the amended and restated lease with Marine Exhibition Corporation provides for options to extend the term of the Agreement, and

WHEREAS, the September 11, 2001 terrorist attacks on the United States have resulted in a marked reduction in the tourism industry; and

WHEREAS, the Marine Exhibition Corporation, a major tourist attraction in Miami-Dade County can better recover from the current tourism decline through lease modifications,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the amendment to the amended and restated lease agreement with Marine Exhibition Corporation d/b/a Miami Seaquarium in the form attached hereto and made part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

.. HEADER
To: Honorable Chairperson and Members Date:
Board of County Commissioners

Subject: Amendment to Lease Agreement with Marine
From: Steve Shiver Exhibition Corp. d/b/a Miami Seaquarium
County Manager

At its meeting of October 23, 2001, the Board adopted an ordinance relating to placing items on the County Commission Agenda. Said ordinance requires that items subject to the 4-day rule not be placed on the agenda by the County Manger unless it is certified in writing that the item is time sensitive or is an emergency affecting, life, health property, or public safety. As indicated by the attached letter from the attorney for the Miami Seaquarium, approval of this lease amendment is time sensitive because the Seaquarium's lender requires an extension of the lease term as a condition of the loan. The loan will expire before the next Board meeting on November 20, 2001, and must be considered now in order to ensure the Seaquarium's financing.

STAFF RECOMMENDATION
It is recommended that the Board approve the attached amendment to the amended and restated lease agreement with Marine Exhibition Corporation d/b/a Miami Seaquarium that modifies the terms under which lease extensions are granted.

MANAGER'S BACKGROUND
The Marine Exhibition Corporation has operated at the Miami Seaquarium on Key Biscayne as one of Miami's premier tourist attractions since 1954. In July 2000, the Board approved an amended and restated lease for the property on which the Miami Seaquarium is situated, that provided for term extensions based on contemplated capital improvements.

The September 11, 2001 terrorist attack on the World Trade Center in New York City has had a profound effect on the tourism industry in south Florida. The resulting reduction in visitors to the area and more specifically the Miami Seaquarium has resulted in the Marine Exhibition Corporation's reassessing the wisdom of initiating large scale capital improvements until such time as the economy and the tourism industry recovers.

The attached lease amendment does not change the total years available under the agreement, but rather restructures the conditions under which certain term extensions are granted. It provides for an additional term of five (5) years

beginning at the end of the current term on July 12, 2003, and extending until July 12, 2008. This allows for the Miami Seaquarium to re-assess its capital improvement plan.

Corresponding modifications to the agreement eliminate rent penalties for failure to immediately construct the Replacement Mammal Stadium and Pool, defer for five (5) years the set-aside requirement for Capital Improvement Reserve (CIR), and correct a punctuation scrivener's error in the definition of aquarium.

E-mail your comments, questions and suggestions to Webmaster

Web Site © 2011 Miami-Dade County.
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MEMORANDUM

Agenda Item No. 7(M)(1)(A)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 22, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Second Amendment to the Amended and Restated Lease Agreement with Marine Exhibition Corporation d/b/a/ Miami Seaquarium

RECOMMENDATION

It is recommended that the Board approve a Second Amendment to the Amended and Restated Lease Agreement with Marine Exhibition Corporation d/b/a Miami Seaquarium (Seaquarium) to reallocate property on Virginia Key for future expansion of overflow parking facilities to serve the Seaquarium and provide public parking for Virginia Key and Crandon Park.

BACKGROUND

In March 1954 the County entered into a Lease Agreement with Marine Exhibition Corporation for development and operation of the Seaquarium. As part of that agreement, the Seaquarium was afforded access to property north of the Rickenbacker Causeway for future development of overflow parking.

Through the years the designated property was utilized for various educational and research facilities and is no longer available. The Seaquarium is currently in the process of obtaining funding for development of its master plan. The current ambiguity in the lease agreement regarding this property and the Seaquarium's opportunity for future development of parking facilities must be resolved before that financing can be finalized.

After extensive discussion with Miami-Dade Park and Recreation Department, the Public Works Department and County Attorney's Office, all parties have agreed that the alternate property as detailed in the attached exhibits can be made available to satisfy the future need for dedicated public parking. This parking facility would serve the Seaquarium, as well as public patrons utilizing facilities and attending special events in the area.

Attachment

MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: July 22, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(M)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

SECOND AMENDMENT TO AMENDED AND RESTATED LEASE BETWEEN MIAMI-DADE COUNTY AND MARINE EXHIBITION CORPORATION d/b/a THE MIAMI SEAQUARIUM

THIS SECOND AMENDMENT to Amended and Restated Lease between Miami-Dade County and Marine Exhibition Corporation, d/b/a The Miami Seaquarium, is made and entered into this 7TH day of August, 2003, between Miami-Dade County ("Lessor") and Marine Exhibition Corporation ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Amended and Restated Lease ("Lease") dated July 25, 2000, whereby Lessor leased to Lessee a certain parcel of land lying in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida; and

WHEREAS, the Lease was amended by a First Amendment to Amended and Restated Lease dated November 6, 2001; and

WHEREAS, Lessor and Lessee deem it to be in their mutual best interests to amend and modify the Lease to adjust certain lease term provisions;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration by each of the parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, it is mutually covenanted, consented and agreed between Lessor and Lessee that the Amended and Restated Lease, as amended, is hereby further amended and modified as follows:

1. Paragraph 2 A is deleted in its entirety and replaced with the following language:

> A. Adjacent Property. Lessor agrees that the certain property owned by Lessor as of the date of execution of this Amended and Restated Lease located across the highway (Rickenbacker Causeway) from the Demised Premises and located on the northerly side of the existing causeway or roadway and identified as Parcels "A", "B", "C", and "D" in Exhibit "4-A" dated July, 2003, attached hereto and made a part hereof (the "Adjacent Property"), shall not be built upon (except as more particularly set forth in Paragraph 24, below), or conveyed or leased to third parties during the term of this Amended and Restated Lease, as the same may be extended, but shall be kept in a sightly condition by proper planting and mowing by Lessee and at the expense of Lessee. Lessee shall pay the cost of and Lessor grants Lessee the right to construct a public parking facility subject to any applicable regulatory approvals. Lessee further agrees to pay the costs

associated with the realignment of Virginia Beach Road and Arthur Lamb Road, to the extent any such realignment is necessary to construct the parking facilities. Said public parking facility shall be open to the public in accordance with Section 24 below, on the Adjacent Property for the term of this Amended and Restated Lease and any extension hereof. Lessee and Lessor agree that this use constitutes an acceptable public purpose for purposes of this Amended and Restated Lease as set forth above and for purposes of any applicable restrictions or requirements. The construction and operation of the public parking facility by Lessee on the Adjacent Property shall be as more particularly set forth in Section 24 below. Lessee further agrees that in the event Lessee elects to use the Adjacent Property for any purpose other than public purpose stated herein, it shall first obtain from the Trustees of the Internal Improvement Trust Fund an approval of such alternate use. Any portions of Parcels "A," "B," "C," or "D" that include the travel lane of either Virginia Beach Road or Arthur Lamb Road shall not be modified or obstructed by the Lessee, and the public shall have continued use of the travel lanes, except and until Lessee has obtained applicable regulatory approvals for any realignment of said roads, to the extent any such realignment is necessary to construct the public parking facility.

2. Paragraphs 24 A and 24 B are deleted in their entirety and replaced with the following language:

A. Lessee shall provide at its own expense a parking lot or lots for the parking of automobiles on the Demised Premises.

B. Subject to any applicable regulatory approvals, Lessee may construct, at its expense, a public parking facility on the Adjacent Property as set forth in Paragraph 2 A, above. The public parking facility on the Adjacent Property shall be constructed in substantial compliance with the conceptual plans entitled "Miami Seaquarium Conceptual Overflow Parking, Exhibit 1A and Exhibit 2" dated July 2, 2003, prepared by David Plummer & Associates, Inc. ("Conceptual Plans"). The construction of the public parking facility on the Adjacent Property by Lessee shall be in accordance with, but need not exceed, applicable Miami-Dade County Code requirements, except that Lessor and Lessee shall mutually agree as to the quality of landscaping to be planted within a five foot wide area located within the clear zone and within the Adjacent Property, and identified on the Conceptual Plans as the "5 foot parking landscaped area." If additional landscaping is required, it

shall be planted in the clear zone outside the Adjacent Property. Any modifications and adjustments to the Conceptual Plans, including any modifications and adjustments to signalization, must be approved by the Director of the Public Works Department and other applicable regulatory and permitting agencies. The Adjacent Property shall not be used for other purposes or conveyed or leased by Lessor to other parties during the term of the Amended and Restated Lease, or any extension hereof; provided, however, that notwithstanding the provisions of Paragraph 13, above, Lessor reserves the right to modify, remove or reduce the parking area within (1) the Adjacent Property identified as Parcels "A" and "B" on the attached Exhibit "4-A" dated July, 2003, if and when it is necessary and solely to the extent necessary for Virginia Beach Road to be widened by Lessor and it is not practical to widen the road by using property located on the opposite side of the road on land not subject to this Amended and Restated Lease; and/or (2) the Adjacent Property identified as Parcels "C" and "D" on the attached Exhibit "4-A" dated July, 2003, if and when it is necessary and solely to the extent necessary for Arthur Lamb Road to be widened by Lessor and it is not practical to widen the road by using property located on the opposite side of the road on land not subject to this Amended and Restated Lease. In the event that the widening of Virginia Beach Road results in the loss of parking spaces within Parcel "B", Lessor agrees to endeavor to make available within 500 feet of Parcels "A", "B", "C" or "D" land sufficient in size to accommodate parking spaces equal in number to those spaces displaced by the widening of Virginia Beach Road. Further, notwithstanding the provisions of Paragraph 13, above, Lessee agrees to remove any parking spaces that may prevent driveway access to a property located adjacent to the public parking facility. The parking spaces will be removed only to the minimum extent necessary to provide safe and lawful driveway access and only after the appropriate authorities have approved an application for permission to construct a driveway that has been filed by the owner of a property located adjacent to the public parking facility.

3. Paragraph 24 C is amended by deleting the first two sentences in their entirety.

4. Except as amended herein, the Lease remains in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to Amended and Restated Lease to be executed by the respective proper officers, duly authorized thereunto, the day and year first written above.

"Lessor"

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By:_____
Deputy Clerk

By:_____
County Manager

(OFFICIAL SEAL)

"Lessee"

MARINE EXHIBITION CORPORATION, a Florida corporation

ATTEST:

By:_____
Assistant Secretary

By:_____
Arthur H. Hertz, Chairman

(CORPORATE SEAL)

EXHIBIT 4-A

July 2003
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PARCEL "A"
IN SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST
ISLAND OF VIRGINIA KEY, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

DEFINITIONS, GENERALLY:

SKETCH: Shall mean the graphic depiction of the Map made a part hereof and incorporated herein, reference to which is made for a more full and complete description thereof.
COUNTY: Shall mean Miami–Dade County, a Political Subdivision of the State of Florida, the name of which was changed from "Dade County" by its electors on November 13, 1997 and codified by its Board of County Commissioners pursuant to County Ordinance Number 97–212. All references to instruments recorded prior to that date shall refer to the previous County name and conversely, all references to instruments recorded subsequent to that date (or mention by common report, as the case may be) shall refer to the present County name.

LEGAL DESCRIPTION:

All that lot, piece or parcel of land, situate, lying and being in Section 20, Township 54 South, Range 42 East, on the Island of Virginia Key, City of Miami, Miami–Dade County, Florida, the same being more particularly described by metes and bounds as follows, viz,:

Commence at the Point of Intersection of the North line of said Section 20 with the Centerline of the Rickenbacker Causeway, the location which is more fully described in the Plat entitled SECOND REVISED PLAT OF SHEET 9 METROPOLITAN DADE COUNTY BULKHEAD LINE PART FOUR, according to the Plat thereof, as recorded in Plat Book 74 at Page 9 of the Public Records of Dade County (now Miami–Dade County), Florida; thence S45°44'14"E along said Centerline of the Rickenbacker Causeway for 545.63 feet; thence departing said Centerline of the Rickenbacker Causeway, N44°15'46"E for 76.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; from said POINT OF BEGINNING, thence continue N44°15'46"E for 99.00 feet; thence S45°44'14"E for 1004.90 feet; thence S13°48'38"E for 52.00 feet to a Point of Curvature with the arc of a circular curve concave to the Northeast, the last described course being radial to said curve; thence Northwesterly along the arc of said curve, having a radius of 151.76 feet and a central angle of 58°04'24" for 153.81 feet to a Point of Tangent Intersection with a line; thence N45°44'14"W along said line for 920.24 feet to the POINT OF BEGINNING.

Said Parcel contains 100,541 Square Feet or 2.31 Acres, more or less by calculation.

SOURCES OF DATA:

The Legal Description as cited above was generated based on the following data:

Bearings as shown hereon refer to a calculated bearing of South 45 degrees 44 minutes 14 seconds East along the Centerline of the Rickenbacker Causeway, as shown on the Plat of SECOND REVISED PLAT OF SHEET 9 METROPOLITAN DADE COUNTY BULKHEAD LINE PART FOUR, according to the Plat thereof, as recorded in Plat Book 74 at Page 9 of the Public Records of Dade County (now Miami–Dade County), Florida, and rotated to match the State Plane Coordinate System for the East Zone of Florida.

LIMITATIONS:

Since no other information other than what is cited in the Sources of Data were furnished, the client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Map or contained within this Report that may be found in the Public Records of Miami–Dade County or the records of any other public and private entities as their jurisdictions may appear.

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A FIELD SURVEY

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172–2507
(305) 592–7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 07–07–2003
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01–0588.30 010

This "Sketch to Accompany Legal Description" does not represent a field boundary survey of the Subject Property, or the underlying tracts of land thereof.

The Boundary data as depicted on the Map was acquired from field location work performed by PBS&J on June 17, 2003 as part of this project and is indicated thereon for informational purposes only.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida," pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

PBSJ, a Florida Corporation
Florida Certificate of Authorization No. LB24

By: C. M. del Valle

Carlos M. del Valle, PLS
Professional Land Surveyor No. 4408
State of Florida
Date of Certification: JUL 07 2003

NOTICE: Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without the written consent of the signing party or parties. This document consists of multiple pages and each page shall not be considered full, valid and complete unless attached to the others. This notice is required pursuant to Rule 61G17-6 of the Florida Administrative Code.

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PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 06-25-03
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 011

PARCEL "A"



0 70 140 280 420

GRAPHIC SCALE IN FEET

LEGEND

℄ CENTER LINE

ABBREVIATIONS

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
(C) = CALCULATED
CH.L.F. = CHAIN LINK FENCE
CONC. = CONCRETE
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
(R) = RECORD
SEC. = SECTION
R = RADIUS
Δ = CENTRAL ANGLE
L = ARC LENGTH
TAN = TANGENT
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY

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PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 07-07-200
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 01

EXHIBIT 4-A

July 2003

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PARCEL "B"
IN SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST
ISLAND OF VIRGINIA KEY, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

DEFINITIONS, GENERALLY:

SKETCH: Shall mean the graphic depiction of the Map made a part hereof and incorporated herein, reference to which is made for a more full and complete description thereof.
COUNTY: Shall mean Miami-Dade County, a Political Subdivision of the State of Florida, the name of which was changed from "Dade County" by its electors on November 13, 1997 and codified by its Board of County Commissioners pursuant to County Ordinance Number 97-212. All references to instruments recorded prior to that date shall refer to the previous County name and conversely, all references to instruments recorded subsequent to that date (or mention by common report, as the case may be) shall refer to the present County name.

LEGAL DESCRIPTION:

All that lot, piece or parcel of land, situate, lying and being in Section 20, Township 54 South, Range 42 East, on the Island of Virginia Key, City of Miami, Miami-Dade County, Florida, the same being more particularly described by metes and bounds as follows, viz,:

Commence at the Point of Intersection of the North line of said Section 20 with the Centerline of the Rickenbacker Causeway, the location which is more fully described in the Plat entitled SECOND REVISED PLAT OF SHEET 9 METROPOLITAN DADE COUNTY BULKHEAD LINE PART FOUR, according to the Plat thereof, as recorded in Plat Book 74 at Page 9 of the Public Records of Dade County (now Miami-Dade County), Florida; thence S45°44'14"E along said Centerline of the Rickenbacker Causeway for 545.63 feet; thence departing said Centerline of the Rickenbacker Causeway, N44°15'46"E for 175.00 feet; thence S45°44'14"E for 1004.90 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; from said POINT OF BEGINNING, thence N76°11'22"E for 498.60 feet; thence S13°48'38"E for 52.00 feet; thence S76°11'22"W for 498.60 feet; thence N13°48'38"W for 52.00 feet to the POINT OF BEGINNING.

Said Parcel contains 25,927 Square Feet or 0.60 Acres, more or less by calculation.

SOURCES OF DATA:

The Legal Description as cited above was generated based on the following data:

Bearings as shown hereon refer to a calculated bearing of South 45 degrees 44 minutes 14 seconds East along the Centerline of the Rickenbacker Causeway, as shown on the Plat of SECOND REVISED PLAT OF SHEET 9 METROPOLITAN DADE COUNTY BULKHEAD LINE PART FOUR, according to the Plat thereof, as recorded in Plat Book 74 at Page 9 of the Public Records of Dade County (now Miami-Dade County), Florida, and rotated to match the State Plane Coordinate System for the East Zone of Florida.

LIMITATIONS:

Since no other information other than what is cited in the Sources of Data were furnished, the client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Map or contained within this Report that may be found in the Public Records of Miami-Dade County or the records of any other public and private entities as their jurisdictions may appear.

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A FIELD SURVEY

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

12 SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 07-07-
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 01

This "Sketch to Accompany Legal Description" does not represent a field boundary survey of the Subject Property, or the underlying tracts of land thereof.

The Boundary data as depicted on the Map was acquired from field location work performed by PBS&J on June 17, 2003 as part of this project and is indicated thereon for informational purposes only.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida," pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

PBSJ, a Florida Corporation
Florida Certificate of Authorization No. LB24

By: C. M. del Valle

Carlos M. del Valle, PLS
Professional Land Surveyor No. 4408
State of Florida
Date of Certification: JUL 07 2003

NOTICE: Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without the written consent of the signing party or parties. This document consists of multiple pages and each page shall not be considered full, valid and complete unless attached to the others. This notice is required pursuant to Rule 61G17-6 of the Florida Administrative Code.

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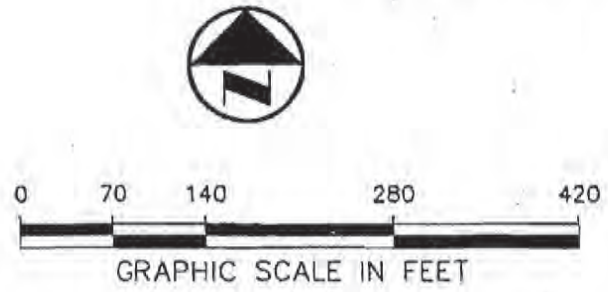
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

13 SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 06-25-200
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 0

PARCEL "B"

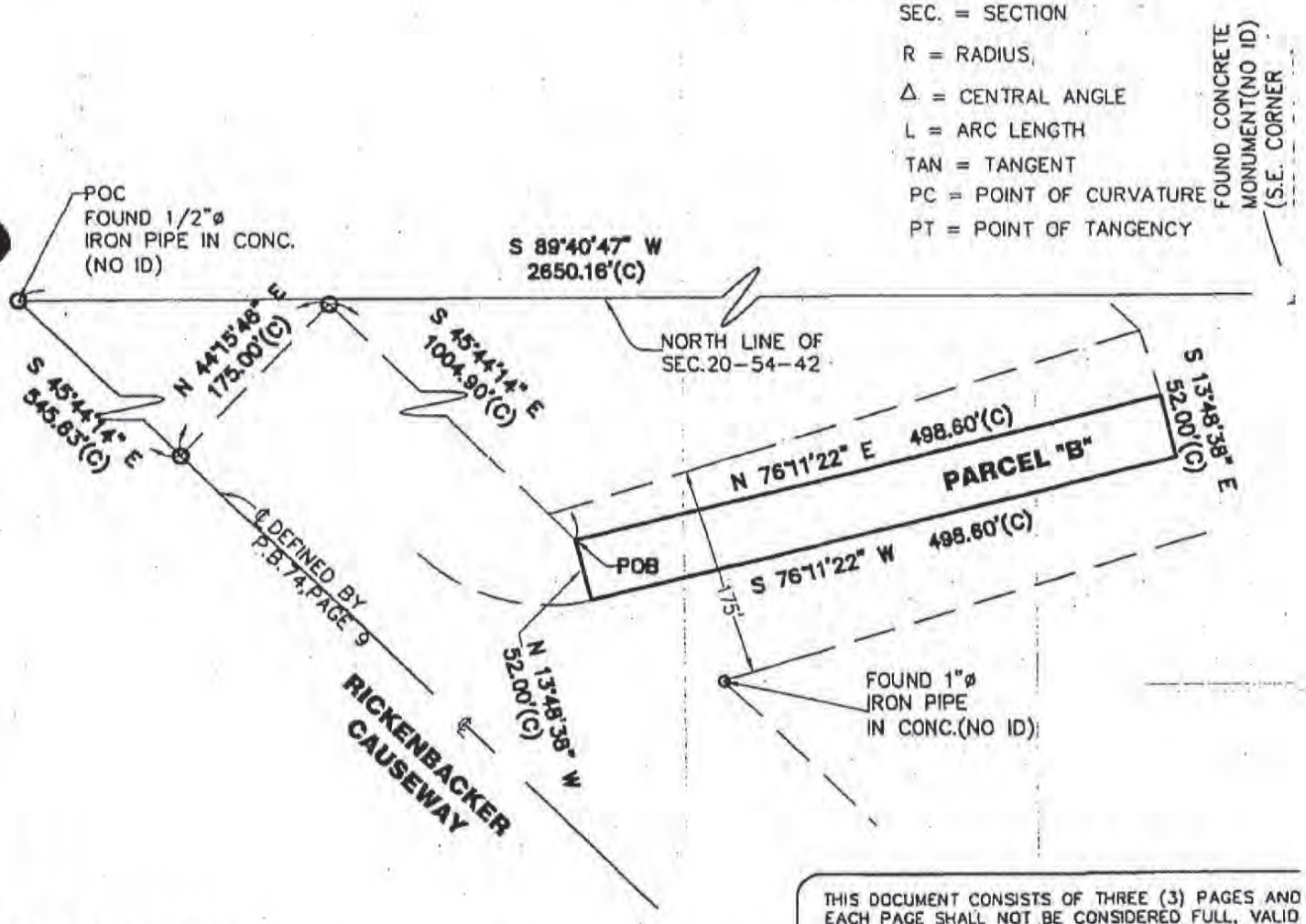


LEGEND

℄ CENTER LINE

ABBREVIATIONS

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
(C) = CALCULATED
CH.L.F. = CHAIN LINK FENCE
CONC. = CONCRETE
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
(R) = RECORD
SEC. = SECTION
R = RADIUS
Δ = CENTRAL ANGLE
L = ARC LENGTH
TAN = TANGENT
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY



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NOT A FIELD SURVEY

C:\SURVEY DIVISION\WORK2003\01-0588.30 0050 MIAMI SEAQUARIUM\01-0588.30 FINAL PARCEL LOCATIONS\dwg\01058830.dwg 06/26/2003 9:22:44 AM EDT

SHEET 3 OF

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

14

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 07-07-2003
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 01

EXHIBIT 4-A

July 2003

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PARCEL "C"
IN SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST
ISLAND OF VIRGINIA KEY, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

DEFINITIONS, GENERALLY:

SKETCH: Shall mean the graphic depiction of the Map made a part hereof and incorporated herein, reference to which is made for a more full and complete description thereof.
COUNTY: Shall mean Miami-Dade County, a Political Subdivision of the State of Florida, the name of which was changed from "Dade County" by its electors on November 13, 1997 and codified by its Board of County Commissioners pursuant to County Ordinance Number 97-212. All references to instruments recorded prior to that date shall refer to the previous County name and conversely, all references to instruments recorded subsequent to that date (or mention by common report, as the case may be) shall refer to the present County name.

LEGAL DESCRIPTION:

All that lot, piece or parcel of land, situate, lying and being in Sections 17 and 20, Township 54 South, Range 42 East, on the Island of Virginia Key, Miami-Dade County, Florida, the same being more particularly described by metes and bounds as follows, viz.:

Commence at the Point of Intersection of the North line of said Section 20 with the Centerline of the Rickenbacker Causeway, the location which is more fully described in the Plat entitled "SECOND REVISED PLAT OF SHEET 9 METROPOLITAN DADE COUNTY BULKHEAD LINE PART FOUR," according to the Plat thereof, as recorded in Plat Book 74 at Page 9 of the Public Records of Dade County (now Miami-Dade County), Florida; thence S45°44'14"E along said Centerline of the Rickenbacker Causeway for 145.31 feet to a Point of Intersection with the Centerline of Arthur Lamb Jr. Road; thence departing said Centerline of the Rickenbacker Causeway, N64°12'18"E along said Centerline of Arthur Lamb Jr. Road for 176.47 feet; thence departing said Centerline of Arthur Lamb Jr. Road, N25°47'42"W for 48.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; from said POINT OF BEGINNING, thence S64°12'18"W for 54.00 feet to a Point of Curvature of a circular curve concave to the North; thence Southwesterly, Westerly and Northwesterly along the arc of said curve, having a radius of 85.00 feet and a central angle of 70°03'28" for 103.93 feet to the Point of Tangency; thence N45°44'14"W for 591.45 feet; thence N44°15'46"E for 124.50 feet; thence S45°44'14"E for 640.90 feet; thence S25°47'42"E for 52.00 feet to the POINT TO BEGINNING.

Said Parcel contains 82,729 Square Feet or 1.90 Acres, more or less by calculation.

SOURCES OF DATA:

The Legal Description as cited above was generated based on the following data:

Bearings as shown hereon refer to a calculated bearing of South 45 degrees 44 minutes 14 seconds East along the Centerline of the Rickenbacker Causeway, as shown on the Plat of "SECOND REVISED PLAT OF SHEET 9 METROPOLITAN DADE COUNTY BULKHEAD LINE PART FOUR," according to the Plat thereof, as recorded in Plat Book 74 at Page 9 of the Public Records of Dade County (now Miami-Dade County), Florida, and rotated to match the State Plane Coordinate System for the East Zone of Florida.

LIMITATIONS:

Since no other information other than what is cited in the Sources of Data were furnished, the client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Map or contained within this Report that may be found in the Public Records of Miami-Dade County or the records of any other public and private entities as their jurisdictions may appear.

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A FIELD SURVEY

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

15

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 07-07-200
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 01

This "Sketch to Accompany Legal Description" does not represent a field boundary survey of the Subject Property, or the underlying tracts of land thereof.

The Boundary data as depicted on the Map was acquired from field location work performed by PBS&J June 17, 2003 as part of this project and is indicated thereon for informational purposes only.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida," pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

PBSJ, a Florida Corporation
Florida Certificate of Authorization No. LB24

By: C. M. del Valle

Carlos M. del Valle, PLS
Professional Land Surveyor No. 4408
State of Florida
Date of Certification: JUL 0 7 2003

NOTICE: Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without the written consent of the signing party or parties. This document consists of multiple pages and each page shall not be considered full, valid and complete unless attached to the others. This notice is required pursuant to Rule 61G17-6 of the Florida Administrative Code.

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NOT A FIELD SURVEY

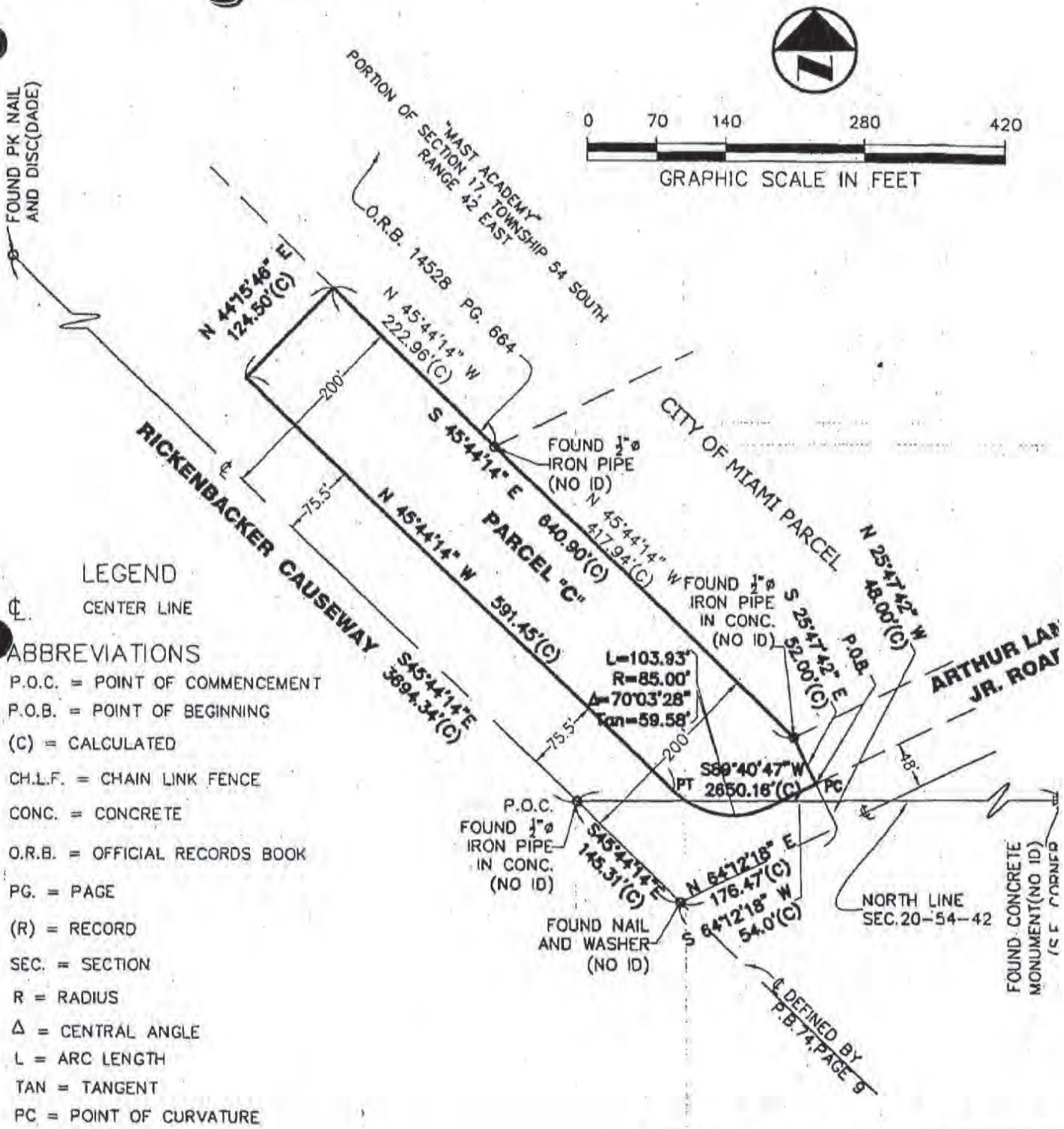
PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

16 SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 06-25-
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 010

PARCEL 1
"C"



LEGEND

℄ CENTER LINE

ABBREVIATIONS

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
(C) = CALCULATED
CH.L.F. = CHAIN LINK FENCE
CONC. = CONCRETE
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
(R) = RECORD
SEC. = SECTION
R = RADIUS
Δ = CENTRAL ANGLE
L = ARC LENGTH
TAN = TANGENT
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY

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MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

17

DATE: 07-07-200.
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 01

EXHIBIT 4-A

July 2003

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PARCEL "D"
IN SECTION 20, TOWNSHIP 54 SOUTH, RANGE 42 EAST
ISLAND OF VIRGINIA KEY, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA

DEFINITIONS, GENERALLY:

SKETCH: Shall mean the graphic depiction of the Map made a part hereof and incorporated herein, reference to which is made for a more full and complete description thereof.

COUNTY: Shall mean Miami-Dade County, a Political Subdivision of the State of Florida, the name of which was changed from "Dade County" by its electors on November 13, 1997 and codified by its Board of County Commissioners pursuant to County Ordinance Number 97-212. All references to instruments recorded prior to that date shall refer to the previous County name and conversely, all references to instruments recorded subsequent to that date (or mention by common report, as the case may be) shall refer to the present County name.

LEGAL DESCRIPTION:

All that lot, piece or parcel of land, situate, lying and being in Section 17, Township 54 South, Range 42 East, on the Island of Virginia Key, Miami-Dade County, Florida, the same being more particularly described by metes and bounds as follows, viz.:

Commence at the Point of Intersection of the South line of said Section 17 with the Centerline of the Rickenbacker Causeway, the location which is more fully described in the Plat entitled "SECOND REVISED PLAT OF SHEET 9 METROPOLITAN DADE COUNTY BULKHEAD LINE PART FOUR," according to the Plat thereof, as recorded in Plat Book 74 at Page 9 of the Public Records of Dade County (now Miami-Dade County), Florida; thence S45°44'14"E along said Centerline of the Rickenbacker Causeway for 145.31 feet to a Point of Intersection with the Centerline of Arthur Lamb Jr. Road; thence departing said Centerline of the Rickenbacker Causeway, N64°12'18"E along said Centerline of Arthur Lamb Jr. Road for 176.47 feet; thence departing said Centerline of Arthur Lamb Jr. Road, N25°47'42"W for 48.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; from said POINT OF BEGINNING, thence continue N25°47'42"W for 52.00 feet; thence N64°12'18"E for 489.34 feet; thence S25°47'42"E for 52.00 feet; thence S64°12'18"W for 489.34 feet to the POINT OF BEGINNING.

Said Parcel contains 25,445 Square Feet or 0.58 Acres, more or less by calculation.

SOURCES OF DATA:

The Legal Description as cited above was generated based on the following data:

Bearings as shown hereon refer to a calculated bearing of South 45 degrees 44 minutes 14 seconds East along the Centerline of the Rickenbacker Causeway, as shown on the Plat of "SECOND REVISED PLAT OF SHEET 9 METROPOLITAN DADE COUNTY BULKHEAD LINE PART FOUR," according to the Plat thereof, as recorded in Plat Book 74 at Page 9 of the Public Records of Dade County (now Miami-Dade County), Florida, and rotated to match the State Plane Coordinate System for the East Zone of Florida.

LIMITATIONS:

Since no other information other than what is cited in the Sources of Data were furnished, the client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Map or contained within this Report that may be found in the Public Records of Miami-Dade County or the records of any other public and private entities as their jurisdictions may appear.

THIS DOCUMENT CONSISTS OF THREE (3) PAGES AND EACH PAGE SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOT A FIELD SURVEY

C:\SURVEY DIVISION\WORK2003\01-0588.30 0050 MIAMI SEAQUARIUM\01-0588.30 FINAL PARCEL LOCATIONS\dwg\01058830.dwg 06/26/2003 9:22:44 AM EDT

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MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

18

DATE: 07-07-
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 01(

This "Sketch to Accompany Legal Description" does not represent a field boundary survey of the Subject Property, or the underlying tracts of land thereof.

The Boundary data as depicted on the Map was acquired from field location work performed by PBS&J on June 17, 2003 as part of this project and is indicated thereon for informational purposes only.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida," pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

PBSJ, a Florida Corporation
Florida Certificate of Authorization No. LB24

By: C. M. del Valle

Carlos M. del Valle, PLS
Professional Land Surveyor No. 4408
State of Florida
Date of Certification: JUL 07 2003

NOTICE: Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper. Additions or deletions to survey maps and reports by other than the signing party or parties are prohibited without the written consent of the signing party or parties. This document consists of multiple pages and each page shall not be considered full, valid and complete unless attached to the others. This notice is required pursuant to Rule 61G17-6 of the Florida Administrative Code.

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(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

19

DATE: 06-25-200
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 011

PARCEL "D"

LEGEND

℄ CENTER LINE

ABBREVIATIONS

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P.O.B. = POINT OF BEGINNING

(C) = CALCULATED

CH.L.F. = CHAIN LINK FENCE

CONC. = CONCRETE

O.R.B. = OFFICIAL RECORDS BOOK

PG. = PAGE

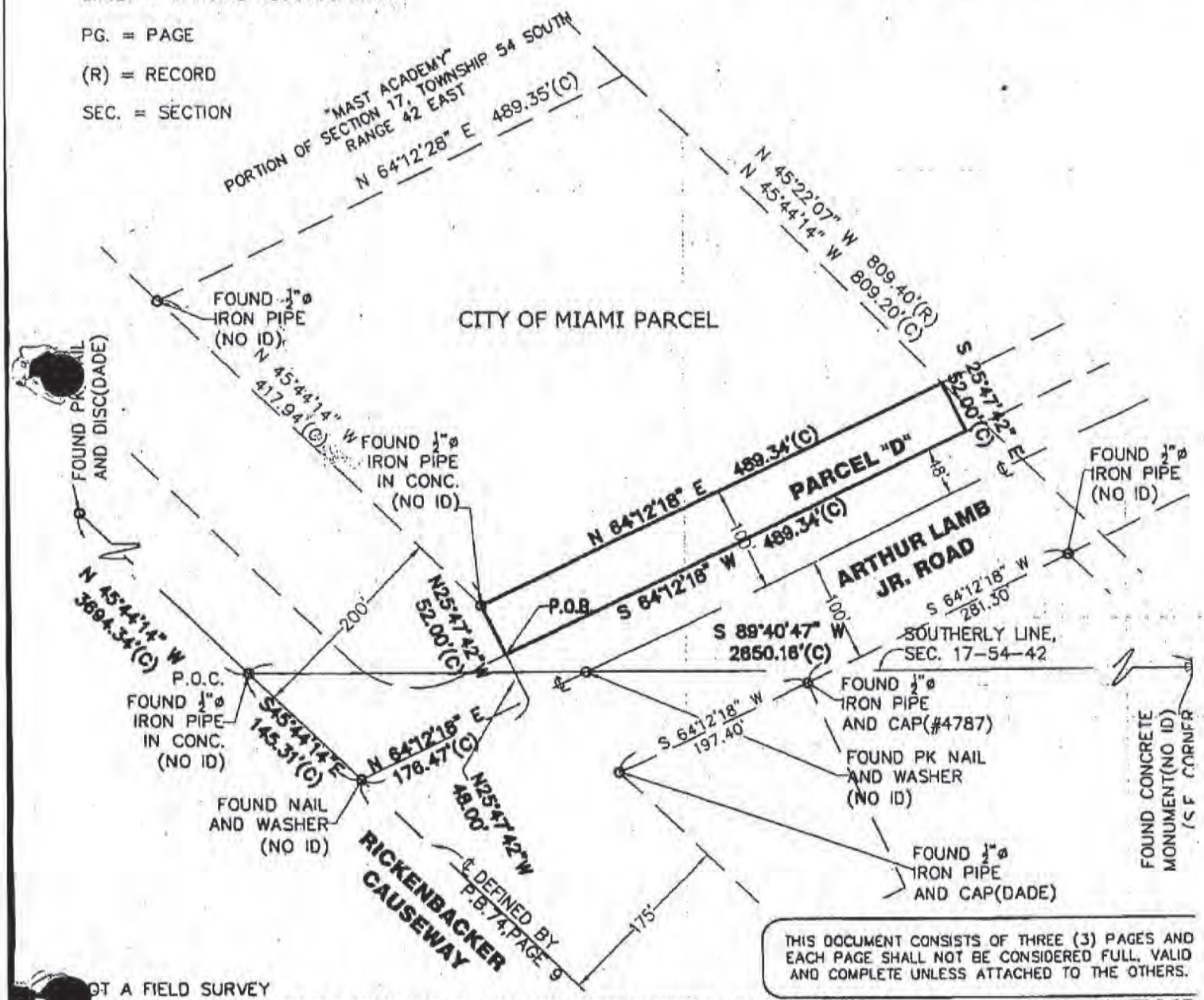
(R) = RECORD

SEC. = SECTION

N

0 70 140 280 420

GRAPHIC SCALE IN FEET



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NOT A FIELD SURVEY

(SURVEY DIVISION\WORK2003\01-0588.30 0050 MIAMI SEAQUARIUM\01-0588.30 FINAL PARCEL LOCATIONS\dwg\01058830.dwg 06/26/2003 9:22:44 AM EDT

SHEET 3 OF

PBSJ

2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

WOMETCO ENTERPRISES, INC.

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 07-07-
DESIGNED: R.P.
DRAWN: R.P.
CHECKED: D.W.D.
JOB NO.: 01-0588.30 01

LEASE EXTENSION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MARINE EXHIBITION CORPORATION d/b/a THE MIAMI SEAQUARIUM

This Extension of Lease Agreement, dated July 7, 2006, the ("Extension Agreement") is made by and between Miami-Dade County, Florida ("Lessor") and Marine Exhibition Corporation d/b/a The Miami Seaquarium ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Amended and Restated Lease and a First Amendment and Second Amendment thereto, dated November 16, 2001, and August 7, 2003, respectively, (collectively, the "Amended and Restated Lease"), whereby Lessor has leased to Lessee certain parcels of land lying and being in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida, as more particularly described in Exhibit "3", attached hereto, as the same may be amended (the "Demised Premises"), together with all improvements, fixtures and personal property located in or on the Demised Premises, as more particularly described in Section 1(A) of the Amended and Restated Lease;

WHEREAS, Lessee is entitled to a lease extension pursuant to the terms of the Amended and Restated Lease and the parties wish to document the extension.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations by each of the parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if set forth at length.

2. The term of the Amended and Restated Lease is hereby extended for an additional term of 23 years beyond that which was provided in the Amended and Restated Lease so that the termination date of the Amended and Restated Lease is now July 12, 2031.

3. The extension granted by this Extension Agreement is subject to cancellation, in whole or in part, depending upon certification of Capital Improvement Expenditures by audit as provided in Section 5(F) of the Amended and Restated Lease.

4. Except as modified herein, the Amended and Restated Lease remains unmodified and in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Extension Agreement to be executed by the respective proper officers, duly authorized thereunto, the day and year first above written.

"Lessor"

E BARBA
WITNESS

By:_____
Vivian Donnell Rodriguez
Director, Miami-Dade County
Park and Recreation Department

ATTEST:

By:_____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

By:_____
County Manager
(OFFICIAL SEAL)

"Lessee"

MARINE EXHIBITION CORPORATION,

a Florida corporation

ATTEST:

By: _____ By: _____
Chief Executive Officer

(CORPORATE SEAL)

STATE OF FLORIDA)
: ss
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Arthur Hertz, the Chief Executive Officer of MARINE EXHIBITION CORPORATION, to me known to be the person who signed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Coral Gables, Florida, this 11 day of July, 2006.

_____
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

OFFICIAL NOTARY SEAL
ELEANOR ALLEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD135754
MY COMMISSION EXP. JULY 31,2006

STATE OF FLORIDA)
:ss
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Vivian Donnell Rodriguez, the Miami Dade Park and Recreation Department Director to me known to be the person who signed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Miami, Florida, this 7th day of July, 2006.



Marie Elena Regojo
Commission # DD350409
Expires: AUG. 26, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
Marie Elena Regojo

STATE OF FLORIDA)
:ss
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Alex Muñoz, Assistant County Manager, to me known to be the persons who signed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Miami Florida, this 7th day of June, 2006.

JEANNETTE VAZQUEZ
MY COMMISSION #DD427323
EXPIRES: MAY 09, 2009
Bonded by 1st State Insurance

Jeannette Vazquez

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

LEASE EXTENSION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MARINE EXHIBITION CORPORATION d/b/a THE MIAMI SEAQUARIUM

This Extension of Lease Agreement, dated September ___, 2006, the ("Extension Agreement") is made by and between Miami-Dade County, Florida ("Lessor") and Marine Exhibition Corporation d/b/a The Miami Seaquarium ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Amended and Restated Lease and a First Amendment and Second Amendment thereto, dated November 16, 2001, and August 7, 2003, respectively, (collectively, the "Amended and Restated Lease"), whereby Lessor has leased to Lessee certain parcels of land lying and being in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida, as more particularly described in Exhibit "3", attached hereto, as the same may be amended (the "Demised Premises"), together with all improvements, fixtures and personal property located in or on the Demised Premises, as more particularly described in Section 1(A) of the Amended and Restated Lease;

WHEREAS, Lessee is entitled to a lease extension pursuant to the terms of the Amended and Restated Lease and the parties wish to document the extension.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations by each of the parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if set forth at length.

2. The term of the Amended and Restated Lease is hereby extended for an additional term of 111 days beyond that which was provided in the Amended and Restated Lease and in that certain Lease Extension Agreement between Lessor and Lessee dated July 7, 2006, so that the termination date of the Amended and Restated Lease is now October 21, 2031.

3. The extension granted by this Extension Agreement is granted pursuant to Section 12 of the Amended and Restated Lease ("Business Interruption") due to temporary closing of the Demised Premises for 111 days following Hurricane Wilma.

4. Except as modified herein, the Amended and Restated Lease remains unmodified and in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Extension Agreement to be executed by the respective proper officers, duly authorized thereunto, the day and year first above written.

"Lessor"
MIAMI-DADE COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

ATTEST:
By: _____
Deputy Clerk 10/16/06

By: _____
County Manager
(OFFICIAL SEAL)

"Lessee"
MARINE EXHIBITION CORPORATION,
a Florida corporation

ATTEST:
By: _____
Assistant Secretary

By: _____
President
(CORPORATE SEAL)

STATE OF FLORIDA)
: ss
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Arthur H. Hertz and Michael S. Rosen, the Assistant Secretary and President of MARINE EXHIBITION CORPORATION, respectively, to me known to be the persons who signed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Coral Gables, Florida, this 6 day of October, 2006.

Eleanor F Allen
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public State of Florida
Eleanor F Allen
My Commission DD554357
Expires 07/31/2010

STATE OF FLORIDA)
:ss
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, the Deputy Clerk and Assistant County Manager, respectively, to me known to be the persons who signed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at _____, Florida, this _____ day of _____, _____.

_____
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

LEASE EXTENSION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FESTIVAL FUN PARKS, LLC d/b/a THE MIAMI SEAQUARIUM

This Extension of Lease Agreement, dated March 9, 2020, the ("Extension Agreement") is made by and between Miami-Dade County, Florida ("Lessor") and Festival Fun Parks, LLC d/b/a The Miami Seaquarium ("Lessee").

WHEREAS, Lessor and Marine Exhibition Corporation ("MEC") entered into an Amended and Restated Lease Agreement on July 25, 2000, a First Amendment on November 16, 2001, a Second Amendment dated August 7, 2003, as well as two (2) subsequent Lease Extension Agreements, dated July 7, 2006 and October 6, 2006 respectively, (collectively, the "Amended and Restated Lease Agreement").

WHEREBY, Lessor leased to MEC certain parcels of land lying and being in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida, as more particularly described in Exhibit "3", attached hereto, as the same may be amended (the "Demised Premises"), together with all improvements, fixtures and personal property located in or on the Demised Premises, as more particularly described in Section 1(A) of the Amended and Restated Lease Agreement;

WHEREAS, by Resolution No. R-421-14 the Board of County Commissioners authorized and approved the sale of stock of MEC to Lessee and authorized and approved the subsequent merger between MEC and Lessee;

WHEREAS, Lessee is the Surviving Party pursuant to Articles of Merger of Marine Exhibition Corporation into Festival Fun Parks, LLC effective July 3, 2014;

WHEREAS, Lessee is entitled to a lease extension pursuant to the terms of the Amended and Restated Lease Agreement and the parties wish to document the extension.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations by each of the parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if set forth at length.

2. Lessee has provided Lessor with capital improvement expenditure documentation for the period of July 2, 2006 to June 19, 2016, and the Parties agree that the amount of $9,500,000.00 will be applied toward the Lease Extension Options as provided for in Section 5(A) of the Amended and Restated Lease Agreement.

3. The term of the Agreement is hereby extended for an additional term of 13 years beyond the Agreement termination date of October 21, 2031, which was provided in the 2nd Lease Extension Agreement. This Extension Agreement exhausts all available Options to Extend through and including Section 5 (A)(4) of the Amended and Restated Lease Agreement, leaving only the options detailed in Section 5 (A)(5) available for future extensions.

4. Pursuant to Section 12 ("Business Interruption") of the Amended and Restated Lease, the term of the Agreement is also hereby extended for an additional term of 36 days beyond the 13 years referenced in Section 3, due to the temporary closing of the Demised Premises for 36 days following Hurricane Irma.

5. The extension granted by this Extension Agreement is subject to cancellation, in whole or in part, depending upon verification of Capital Improvement Expenditures by audit as provided in Section 5(F) of the Amended and Restated Lease.

6. The termination date of the Agreement is now November 26, 2044. (13 years plus an additional 36 days extended from the Agreement termination date of October 21, 2031 as provided in the 2nd Lease Extension Agreement).

7. Except as modified herein, the Agreement remains unmodified and in full force and effect and is hereby ratified and confirmed in all respects.

8. The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Extension Agreement to be executed by the respective proper officers, duly authorized thereunto, the day and year first above written.

"Lessor"

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By:_____
Deputy Clerk

By:_____
for County Mayor

(OFFICIAL SEAL)

"Lessee"

FESTIVAL FUN PARKS, LLC
A Delaware Limited Liability Company

By: _____
Jesús Fernández Morán
Director

By: _____
John Reilly
Chief Operating Officer

(CORPORATE SEAL)

STATE OF Pennsylvania)
: ss
COUNTY OF Allegheny)

BEFORE ME, the undersigned authority, personally appeared Jesús Fernández Morán, Director of Festival Fun Parks, LLC, who acknowledged the execution of the foregoing instrument on behalf of Festival Fun Parks, LLC.

WITNESS my hand and official seal at Washington, Pennsylvania this 9th day of March, 2020.

NOTARY PUBLIC
STATE OF Pennsylvania AT LARGE

My Commission Expires:
Nov. 12, 2023

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Nicole M Sikorski-Jacobs, Notary Public
Washington County
My Commission Expires 11/12/2023
Commission Number 1209258

STATE OF Pennsylvania)
: ss
COUNTY OF Allegheny)

BEFORE ME, the undersigned authority, personally appeared John Reilly, Chief Operating Officer of Festival Fun Parks, LLC, who acknowledged the execution of the foregoing instrument on behalf of Festival Fun Parks, LLC.

WITNESS my hand and official seal at Washington, Pennsylvania this 9th day of March, 2020.

Nicole M Sikorski-Jacobs
NOTARY PUBLIC
STATE OF Pennsylvania AT LARGE

My Commission Expires:
Nov 12, 2023

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Nicole M Sikorski-Jacobs, Notary Public
Washington County
My Commission Expires 11/12/2023
Commission Number 1209258

STATE OF FLORIDA)
: ss
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, the Deputy Clerk and (Assistant) County Mayor, respectively, to me personally known, who acknowledged the execution of the foregoing instrument on behalf of Miami-Dade County, Florida.

WITNESS my hand and official seal at Miami, Florida, this _____ day of _____, 2020.

_____
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

THIRD AMENDMENT TO AMENDED AND RESTATED LEASE BETWEEN MIAMI-DADE COUNTY AND MARINE EXHIBITION CORPORATION D/B/A THE MIAMI SEAQUARIUM

THIS THIRD AMENDMENT to **Amended and Restated Lease Agreement between Miami-Dade County and Marine Exhibition Corporation, d/b/a The Miami Seaquarium** (the "**Amendment**") is made and entered into as of 9 September, 2022 (the "**Amendment Effective Date**") by and between **Miami-Dade County** (the "**County**" or the "**Lessor**") and **MS Leisure Company, Inc., a Florida corporation** (the "**Lessee**"), each of which may also be referred to as a "**Party**," and which may be referred to collectively as the "**Parties**." Capitalized terms which are not separately defined herein shall have the meanings ascribed to them in the Lease.

RECITALS

WHEREAS, Lessor and Lessee's predecessor (Marine Exhibition Corporation ("MEC"), as succeeded by Festival Fun Parks, LLC, a Delaware corporation, through its merger with MEC as approved and adopted by the Board of County Commissioners of Miami-Dade County (the "BCC") on May 6, 2014) entered in to that certain Amended and Restated Lease Agreement (the "**MEC Lease**") with an effective date of August 5, 2000, with respect to the Demised Premises consisting of certain parcels of land lying in Miami-Dade County, Florida, situated along the Rickenbacker Causeway across Biscayne Bay on Virginia Key, Florida (also referred to herein as the "**Seaquarium**"); and

WHEREAS, the MEC Lease was amended by that certain First Amendment to Amended and Restated Lease Agreement dated November 16, 2001 (the "**First Amendment**"); and

WHEREAS, the MEC Lease was further amended by that certain Second Amendment to Amended and Restated Lease Agreement dated August 7, 2003 (the "**Second Amendment**") (the **First Amendment** and the **Second Amendment** together with the MEC Lease, the "**Lease**"); and

WHEREAS, the Lease permits Festival Fun Parks, LLC to assign the Lease or sell its rights under the Lease upon giving notice to the Lessor and affording the Lessor an opportunity to object if the transaction is contrary to the best interests of the Lessor; and

WHEREAS, the BCC approved the assignment of the Lease from Festival Fun Parks, LLC to MS Leisure Company, Inc. by an item identified by File No. 212417 and amended at the BCC meeting of October 19, 2021, which amended item has been assigned as Resolution R-991-21; and

WHEREAS, the Parties deem it in to be in their mutual best interests to amend and modify the Lease on terms and conditions as set forth herein to memorialize the amendments requested by the BCC in connection with its approval of Resolution R-991-21;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration by each of the Parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, it is mutually covenanted, consented and agreed between Lessor and Lessee that the Amended and Restated Lease, as amended, is hereby further amended and modified as follows:

1. At Subsection 7.B.(2), replace the second to the last sentence of subsection 7.B(2) with the following:

   "Notwithstanding the provisions of this Section, Lessee may sell or trade animals in its reasonable discretion upon provision of written notice to Lessor and approval by the applicable federal and/or state governing agencies that are required to approve any such sale or trade, including, but not limited to, the National Oceanic and Atmospheric Administration ("NOAA") and the United States Fish and Wildlife Service ("FWS").

2. At Section 11, replace the first sentence of Section 11 with the following:

   "During the term of the Amended and Restated Lease, as same may be extended, Lessee and its Sublessee(s), as applicable, shall keep the Demised Premises and all improvements and personal property thereon, exclusive of animals, in a good state of repair and in a clean condition, subject to damage or destruction by fire or other elements, similar to other facilities maintained by Lessee and shall maintain animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act as applicable. Lessee shall maintain an active United States Department of Agriculture Class C Exhibitor License.

3. At Section 11, add the following at the end of the first paragraph:

   "Additionally, notwithstanding anything to the contrary in this Lease, Lessor reserves the right at any time engage the services of one or more independent marine mammal veterinarians not associated with Lessee to conduct independent third-party analyses and investigations pertaining to any animal health, safety and welfare issues. The selection of such independent marine mammal veterinarians shall be mutually agreed-upon by the Parties. Any findings so received will be shared with Lessee by Lessor. Any corrective actions deemed necessary by the Lessor as a result of such findings shall be implemented by Lessee pursuant to such reasonable timeframes as the Parties determine, and in no event beyond any timeframes promulgated under applicable laws and regulations as set forth herein".

4. At Section 27, add the following to the end of subsection J:

   "Notwithstanding anything to the contrary in this subsection J or this Amended and Restated Lease, Lessor reserves the right at any time to perform unannounced site and operational inspections of the Demised Premises to

ensure continued contractual compliance. Lessee will cooperate with such unannounced site and operational inspections as performed by Lessor."

5. At Section 27, add the following new subsections at the end as follows:

"R. Certifications. The Lessee shall secure and maintain all applicable certifications necessary to ensure the proper maintenance and oversight of the Demised Premises and all improvements thereon, including but not limited to, certifications by the Alliance of Marine Mammal Parks and Aquariums ("AMMPA"), and the American Humane Association (or similar third-party validated program). The Lessee shall also commit to using reasonable efforts to seek Association of Zoos & Aquariums ("AZA") accreditation.

S. Conservation, Educational, and Environmental Awareness Programs.

(i) Within one (1) year from the date of execution of the Third Amendment to the Amended and Restated Lease, Lessee shall implement conservation and education programs, and awareness campaigns for the community, including the development of a classroom curriculum for routine and periodic instruction and education to the public and students at the Demised Premises that incorporates environmental protection, science conservation, and other educational programs. Such programming shall also include programming for neurodivergent children and adults.

(ii) Lessee shall provide Lessor with a report outlining the programming activities and outreach to be provided under this Section 27.S, within one year from the date of execution of the Third Amendment to the Amended and Restated Lease and shall update said report on an annual basis Such program shall be coordinated with Lessor.

T. Animal Welfare Plan. Lessee shall provide Lessor with an updated animal welfare plan for all the marine mammals at the Demised Premises and the improvements thereon, particularly for the currently resident orca known as Lolita/Tokitae, as well as infrastructure maintenance and improvement plans, on quarterly basis commencing on July 1, 2022.

U. Additional Reporting Requirements. Upon request from Lessor, Lessee shall provide Lessor with copies of any reports, letters, or correspondence from or to any state or federal agency related to the management and operation of the Demised Premises and the improvements thereon immediately upon receipt or generation of such by Lessee.

V. Prohibition Against Capture and Display of Wild Orca. In the event of the release, transfer, or demise of the current resident orca known as Lolita/Tokitae, the Parties agree that no new or replacement orcas - including any orcas born in captivity - shall ever be procured for, or reside at, within or

upon, the Demised Premises, The prohibition in this Section shall not apply to injured or sick wild orca that are captured for recovery and/or rehabilitation purposes pursuant to a federally-issued permit or authorization, with such orca to be released back into their native environment upon the completion of their recovery and/or rehabilitation unless such release is not possible as determined by the relevant federal agencies and any independent marine mammal veterinary analysis that such agencies may obtain. The prohibition in this Section also shall not apply in the event that a federally-licensed zoological facility needs to transfer, on an emergency basis or otherwise, an orca to Lessee to provide housing and care to any orca in order to maintain its health and welfare.

6. In all other respects the Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Third Amendment to Amended and Restated Lease to be executed by their respective proper officers, duly authorized thereunto, the day and year first written above.

[SIGNATURE PAGE FOLLOWS]

LESSOR:

Witnesses

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS

Print Name: Shirley L. Jones

By: _____
for Daniella Levine Cava, County Mayor
Jimmy Morales, Chief Operations Officer

Print Name: Yvonne Ramirez

AD
ATTEST: Luis G. Montaldo, Interim Clerk

By: _____
Deputy Clerk Gene Spencer - e102883

LESSEE:

MS LEISURE COMPANY, INC., a Florida corporation

Print Name: Alexa Login

By: _____
Name: Travis Burke

Print Name: Sabrina Garcia

Title: Director

Exhibit “A1”

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration by each of the Parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, it is mutually covenanted, consented and agreed between Lessor and Lessee that the Amended and Restated Lease, as amended, is hereby further amended and modified as follows:

1. At Subsection 7.B.(2), replace the second to the last sentence of subsection 7.B(2) with the following:

   "Notwithstanding the provisions of this Section, Lessee may sell or trade animals in its reasonable discretion upon provision of written notice to Lessor and approval by the applicable federal and/or state governing agencies that are required to approve any such sale or trade, including, but not limited to, the National Oceanic and Atmospheric Administration ("NOAA") and the United States Fish and Wildlife Service ("FWS").

2. At Section 11, replace the first sentence of Section 11 with the following:

   "During the term of the Amended and Restated Lease, as same may be extended, Lessee and its Sublessee(s), as applicable, shall keep the Demised Premises and all improvements and personal property thereon, exclusive of animals, in a good state of repair and in a clean condition, subject to damage or destruction by fire or other elements, similar to other facilities maintained by Lessee and shall maintain animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act as applicable. Lessee shall maintain an active United States Department of Agriculture Class C Exhibitor License.

3. At Section 11, add the following at the end of the first paragraph:

   "Additionally, notwithstanding anything to the contrary in this Lease, Lessor reserves the right at any time engage the services of one or more independent marine mammal veterinarians not associated with Lessee to conduct independent third-party analyses and investigations pertaining to any animal health, safety and welfare issues. The selection of such independent marine mammal veterinarians shall be mutually agreed-upon by the Parties. Any findings so received will be shared with Lessee by Lessor. Any corrective actions deemed necessary by the Lessor as a result of such findings shall be implemented by Lessee pursuant to such reasonable timeframes as the Parties determine, and in no event beyond any timeframes promulgated under applicable laws and regulations as set forth herein".

4. At Section 27, add the following to the end of subsection J:

   "Notwithstanding anything to the contrary in this subsection J or this Amended and Restated Lease, Lessor reserves the right at any time to perform unannounced site and operational inspections of the Demised Premises to

Exhibit “A2”

obligation by virtue of this Amended and Restated Lease to waive any such requirements, or to grant Lessee any permits, permissions or licenses, or to issue any favorable recommendation or grant any approval as to which Lessor, or its employees, agents, instrumentalities and/or boards must exercise its discretion or conduct a public hearing prior to approval. Nonetheless, both Lessor and Lessee recognize that time is of the essence and Lessor agrees to diligently review all such requests for approvals, permits, licenses and authorizations.

29. APPLICABLE LAWS: All provisions of this Amended and Restated Lease are subject to all applicable laws, rules, regulations, codes, ordinances. and statutes and the Amended and Restated Lease shall not be deemed to permit Lessee to violate the same or to limit Lessor's authority to enforce same.

30. LEGISLATIVE OR QUASI-JUDICIAL ACTION: Nothing in this Amended and Restated Lease shall restrict the right of the Board of County Commissioners of Miami-Dade County from acting in its legislative or quasi-judicial capacity.

31. EFFECTIVE DATE: This Amended and Restated Lease shall become effective (the "Effective Date") ten days after the date of adoption by the Board of County Commissioners of a resolution approving this Amended and Restated Lease unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by the Board of County Commissioners. Commencing on the Effective Date, the Existing Lease, except to the extent set forth in Exhibit "1" attached hereto, shall be deemed deleted in its entirety and of no further force and effect and shall be replaced and superseded by this Amended and Restated Lease. In the event capital Improvements as defined herein have been undertaken by Lessee prior to the Effective Date, in addition to those listed in

Exhibit “A3”

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration by each of the Parties hereto, to the other in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, it is mutually covenanted, consented and agreed between Lessor and Lessee that the Amended and Restated Lease, as amended, is hereby further amended and modified as follows:

1. At Subsection 7.B.(2), replace the second to the last sentence of subsection 7.B(2) with the following:

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U. Additional Reporting Requirements. Upon request from Lessor, Lessee shall provide Lessor with copies of any reports, letters, or correspondence from or to any state or federal agency related to the management and operation of the Demised Premises and the improvements thereon immediately upon receipt or generation of such by Lessee.

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upon, the Demised Premises, The prohibition in this Section shall not apply to injured or sick wild orca that are captured for recovery and/or rehabilitation purposes pursuant to a federally-issued permit or authorization, with such orca to be released back into their native environment upon the completion of their recovery and/or rehabilitation unless such release is not possible as determined by the relevant federal agencies and any independent marine mammal veterinary analysis that such agencies may obtain. The prohibition in this Section also shall not apply in the event that a federally-licensed zoological facility needs to transfer, on an emergency basis or otherwise, an orca to Lessee to provide housing and care to any orca in order to maintain its health and welfare.

6. In all other respects the Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Third Amendment to Amended and Restated Lease to be executed by their respective proper officers, duly authorized thereunto, the day and year first written above.

[SIGNATURE PAGE FOLLOWS]

LESSOR:

Witnesses

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS

Print Name: Shirley L. Jones

By: _____
for Daniella Levine Cava, County Mayor
Jimmy Morales, Chief Operations Officer

Print Name: Yvonne Ramirez

AD
ATTEST: Luis G. Montaldo, Interim Clerk

By: _____
Deputy Clerk Gene Spencer - e102883

LESSEE:

MS LEISURE COMPANY, INC., a Florida corporation

Print Name: Alexa Login

By: _____
Name: Travis Burke

Print Name: Sabrina Garcia

Title: Director

Exhibit “B”

MIAMI-DADE COUNTY
miamidade.gov

Parks, Recreation and Open Spaces
275 NW 2nd Street
Miami, Florida 33128
T 305-755-7800

Every Great Community has a Great Park System.

October 28, 2022

NOTICE OF NON-COMPLIANCE
via electronic and certified mail

2013 Governor' Sustained Excellence Award
RECIPIENT

Mr. Travis Burke
Executive Director, North America
The Dolphin Company
MS Leisure Company, Inc.
The Miami Seaquarium
4400 Rickenbacker Causeway
Key Biscayne, FL 33149

RE: Notice of Non-Compliance

Dear Mr. Burke:

As you are aware, the terms of the assigned and assumed "Amended and Restated Lease Between Miami-Dade County [the "County"] and Marine Exhibition Corporation, d/b/a The Miami Seaquarium dated July 25, 2000, as amended by a First Amendment dated November 16, 2001, a Second Amendment dated August 7, 2003, and by three (3) Lease Extension Agreements dated July 7, 2006, October 6, 2006, and March 9, 2020, respectively (collectively, the "Amended and Restated Lease Agreement"), set forth the obligations between the Seaquarium and the County, including the Seaquarium's responsibilities regarding the health and welfare of the marine animals in its care.

Pursuant to the findings of the United States Department of Agriculture ("USDA")'s Inspection Report dated September 23, 2022 and the USDA's Appeal Response Letter dated September 16, 2022, copies of which are attached hereto, the County has determined that the Seaquarium is in violation of the terms of the Amended and Restated Lease Agreement as set forth at Section 29, Applicable Laws.

Section 29 states in its entirety that "[a]ll provisions of this Amended and Restated Lease are subject to all applicable laws, rules, regulations, codes, ordinances and statutes and the Amended and Restated Lease shall not be deemed to permit Lessee to violate the same or to limit Lessor's authority to enforce same."

The USDA, through its Animal Inspection and Plant Health Inspection Service, has jurisdiction under the federal Animal Welfare Act concerning the humane handling, care, treatment, and transportation of marine mammals in captivity. The USDA's Inspection Report cites specific violations of the Code of Federal Regulations by the Seaquarium, which correspondingly are violations of applicable law under Section 29 of the Amended and Restated Lease Agreement.

Therefore, in accordance with Section 16, Default, subsection A, General Provisions, of the Amended and Restated Lease Agreement, we are issuing this **Notice of Non-Compliance** (the "**Notice**") to formally advise the Seaquarium of its failure to comply with applicable law and to secure remediation of the violations cited in the USDA's Interim Report, as well as to remind the Seaquarium of its contractual obligations in accordance with the terms and conditions of the Amended and Restated Lease Agreement.

Please note that remediation of these violations is required within forty-five (45) days from receipt of this **Notice.** The County retains the option to exercise all available remedies pursuant to the terms and conditions of the Amended and Restated Lease Agreement, and reserves all its rights under the Amended and Restated Lease Agreement.

Please do not hesitate to contact me at (305) 755-5459 or via email at perry.perez@miamidade.gov with any questions you may have. Thank you in advance for your immediate attention to this matter.

Sincerely,

Perry I. Perez
Chief, Contracts & Procurement Division

cc: Jimmy Morales, Chief Operations Officer, Office of the Mayor
Johanna Cervone, Chief of Staff, Office of the Mayor
Rachel Johnson, Deputy Chief of Staff, Office of the Mayor
Maria I. Nardi, Director, PROS
Christina Salinas-Cotter, Assistant Director, PROS
Melanie Spencer, County Attorney's Office

encl: USDA Inspection Report dated September 23, 2022
USDA Appeal Response Letter dated September 16, 2022

Inspection Report

MS Leisure Company, Inc.
9600 N. Oceanshore Boulevard
St Augustine, FL 32080

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: FOCUSED INSPECTION
Date: 06-JUL-2022

2.40(a)(2) **Critical**

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

The Assistant Director of Animal Training (ADAT) consulted with corporate trainers and the Animal Care Specialists Manager (ACSM) to decrease the diets for 9 out of 12 dolphins at Dolphin Harbor and did not consult the attending veterinarian of the facility. This was a 60% cut to the dolphins' daily food rations and resulted in very thin animals. For example, Star, a 23yr old female dolphin was being fed approximately 12lbs daily in January 2022 and her diet was cut abruptly on March 31st to 4lbs daily. The full changes are listed below.

- Star, a 23yr old female dolphin: January 2022 (12lbs daily) to March 31st (4lbs daily)
- Gemini, a 7yr old female dolphin: January 2022 (13lbs daily) to April 1st (6lbs daily)
- Skye, a 24yr old female dolphin: January 2022 (11lbs daily) to April 1st (7.5lbs daily)
- Cobalt, a 12yr old male dolphin: March 2022 (18lbs daily) to April 1st (5lbs daily)
- Ringo, a 12yr old male dolphin: January 2022 (15lbs daily) to April 1st (8lbs daily)
- Squirt, a 12yr old female dolphin: January 2022 (13lbs daily) to March 31st (4lbs daily)
- JJ, a 46yr old male dolphin: January 2022 (10lbs daily) to April 1st (6.5lbs daily)
- Calypso, an 8yr female dolphin: March 2022 (15lbs daily) to April 1st (9lbs daily)
- Aries, a 20yr old male dolphin: January 2022 (13lbs daily) to March 31st (3lbs daily)

Prepared By: E GONZALEZ
USDA, APHIS, Animal Care
Date: 23-SEP-2022

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative
Date: 23-SEP-2022

Inspection Report

Medical notes from a visual examination performed by the AV on June 26th, 2022, specifically identified 3 thin animals. Cobalt was noted having prominent scapula and ribs with an overall thin Body Condition Score (BCS). His Body Blubber Index (BBI) was down to 31 and his weight was 45lbs under his target weight range. Aries was noted having prominent and palpable scapula and ribs with a slight post-nuchal indention. His BBI was low at 34 and he was 35lbs below his goal weight. Squirt was noted having slightly prominent scapula and ribs with a low BBI of 33. She was below her weight range. On July 2nd, 2022, the AV noted that Star's shoulder/scapula were fairly prominent. With a BBI of 36 and overall thin appearing BCS, Star was approximately 25lbs below her target range.

Photos taken by facility staff, social media photos and an examination by APHIS Marine Mammal Specialist during the inspection identify the following concerns for each dolphin affected:

• Aries: He weighed 375lbs on March 5th and 312lbs on June 25th (a loss of 63 lbs.) The facility records his goal weight was between 355-365lbs. With a BCS of 3/10, Aries was described as a very thin dolphin with weight loss in his neck, an indentation in his nuchal area, prominent scapula, rib shadowing, decreased muscle mass in his peduncle, and visible lateral spinous processes.

• Calypso: She weighed 373lbs on May 25th. There is no current weight on Calypso and no ideal weight range noted on the facilities Departmental Baseboard. With a BCS of 4/10, Calypso was described as a thin dolphin with an indentation on her post nuchal area behind her blowhole, a visible scapula and loss of weight in her thorax. Additionally, her lateral spinous processes in her peduncle are pronounced as well as a loss of muscle mass in the peduncle.

• Cayman: He weighed 307lbs on March 5th and 298lbs on April 16th (a loss of 9lbs.) The facility records his goal weight between 310-320lbs. With a BCS of 5/10, Cayman looked to be in good body condition at the time of inspection. However, photos of Cayman provided by the facility show a very lean animal with prominent lateral spinous processes.

• Cobalt: He weighed 615lbs on March 5th and 511lbs on July 2nd (a loss of 104lbs.) The facility records his goal weight

between 560-570lbs. With a BCS of 3.5/10, Cobalt was described as a thin and lean dolphin with a slender neck, pronounced scapula and shoulders, rib shadowing and pronounced lateral spinous processes.

• Gemini: With a BCS of 3.5/10, Gemini was described as a thin dolphin with weight loss in her neck, visible lateral spinous processes and loss of mass in her peduncle.

• Ringo: He weighed 336lbs on March 5th and 299lbs on June 25th (a loss of 37lbs.) The facility records his goal weight between 315-325lbs. With a BCS of 4/10, pictures posted to social media show a very thin animal with a "neck", noticeable scapula, with weight loss in the back and peduncle area. At the time of inspection, Ringo had regained some weight since those photos; however, he was still described as lean with visible lateral spinous processes.

• Skye: She weighed 377lbs on March 5th and 362lbs on July 2nd (a loss of 15lbs.) The facility records her goal weight between 370-380lbs. With a BCS of 4/10, Skye was described as a thin dolphin with a pronounced scapula, visible lateral spinous processes and weight loss visible in both upper body and peduncle areas.

• Squirt: She weighed 331lbs on March 5th and 289lbs on July 2nd (a loss of 42lbs.) The facility records her goal weight between 320-330lbs. With a BCS of 3.5/10, Squirt was described as a lean dolphin with muscle loss in the peduncle area and neck with some lateral spinous processes still visible.

• Star: She weighed 345lbs on March 5th and 315lbs on July 2nd (a loss of 30lbs.) The facility records her goal weight between 340-350lbs. With a BCS of 3.5/10, Star was described as a thin dolphin, with visible lateral spinous processes of the peduncle as well as muscle mass loss in the peduncle area.

This reduction in diet was not approved by the facility's AV. The AV was not consulted prior to the diet changes and was not alerted by the ADAT when these changes were implemented. After the major cuts, the diets were gradually increased over the next few days; however, the diets never reached appropriate levels to maintain each animal's appropriate weight and the animals continued to lose weight. When both veterinarians were questioned directly by APHIS officials, they

confirmed they would not have approved the diet cuts. Upon the AV's examination findings in late June/early July, she recommended a gradual increase in diets to return the animals to their target weight ranges. The staff complied and began increasing the animals' diets as instructed.

Additionally, the layout of the guest interactions was changed without the AV's guidance. The previous guest interactions, in conjunction with the AV's guidance, were coordinated under the protection of the umbrellas to avoid the animals looking directly into the sun for their feedings and directions. The new guest interactions position the dolphins in areas away from the shade and, depending on the time of the day, do not offer protection from looking into the sun. These program changes were not reviewed prior to implementation by the facility's attending veterinarian. The guest interactions have also changed by increasing the number of guests in attendance per session without veterinary input.

The Attending Veterinarian must have the appropriate authority to ensure adequate veterinary care is provided and that they have the authority to oversee the adequacy of other aspects of animal care.

Correct from this day forward.

2.40(b)(3) **Critical**

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

There was an increase in frequency of abnormal behaviors such as regurgitation, mouthing, refusing control etc. that were not communicated in a timely manner to the Attending Veterinarian. Documents tracking weekly overall health parameters for the 12 animals at Dolphin Harbor (DH) were created by the Assistant Director of Animal Training and the area supervisor for DH with the purpose of updating the animals' progress to the Animal Care Specialists Manager after recent diet changes. This PowerPoint included photos of each animal that were updated weekly. The AV had not been sent these routine weekly updates on the animal health parameters, and therefore could not identify the weight loss trends these animals experienced earlier than June 26th, 2022.

Furthermore, an examination of training records for the dolphins at DH noted increased instances of regurgitation from

animals that have not historically had this problem. For example, between February 23rd–July 6th, 2022, there were 88 days where trainers recorded episodes of regurgitation for Aries. Thirty of those days, he regurgitated during two sessions and 6 of those days he regurgitated during three sessions. Over the 88-day period, he regurgitated during 137 sessions. Thirty-five of those sessions, he was noted as regurgitating throughout the session or excessively. 135 out of 137 sessions were during public encounters. Two dates of particular concern are March 23rd and 24th, when he was noted to have sessions with approximately 60 and 67 guests, respectively. Three regurgitations were during training sessions, and one was during a husbandry session. Not only did the incidence of these abnormalities increase, but the occurrence of these problems was also not communicated in a timely manner to the AV. When questioned by APHIS Officials, the AV admitted that she was not aware of the severity of Aries' regurgitation concerns until late June.

The facility failed to provide direct and frequent communications regarding animal health and well-being to the AV. The documents tracking the weights, diets and pictures of the Dolphin Harbor animals should have been communicated to the AV. This delayed the animals' access to appropriate and timely medical care. The abnormal behaviors expressed by Aries could have been associated with diet cuts or other medical concerns. The facility must ensure that a mechanism of direct and frequent communication is required so that timely and accurate information on problems of animal health, behavior, and well-being is conveyed to the attending veterinarian.

Correct from this day forward.

2.131(b)(2)(ii) **Critical**

Handling of animals.

The diets of 9 dolphins at Dolphin Harbor were cut for the purpose of ensuring the animals performed for the guest interactions. The Assistant Director of Animal Training (ADAT) and the area supervisor for Dolphin Harbor (DH) created documents to track the weights and Body Blubber Index (BBI) for the 12 dolphins living at this location; these documents were sent for review by the Animal Care Specialists Manager (ACSM) who is not a veterinarian. After observing that

several dolphins were behaving abnormally and looked thin, the Director/Zoological Curator stepped in to increase the diets gradually by one pound of fish beginning mid-June. She was met with resistance from the ACSM and ADAT. Communications from the ACSM stated his concerns regarding the Program dolphins' satiation and what would be the plan if the animals "dropped operation" as they had done before. Additionally, the ACSM referred to an incident with Cobalt, a male dolphin, that was triggered by his satiation. He insisted that he would not approve diet increases until the Director had provided him with the answers to these questions.

Furthermore, a review of trainer records noted that in many cases, the limited pounds of fish were only offered during the guest interactions and not during any training or husbandry sessions the animals participated in. All 9 animals decreased in weight over the course of two months – some of them significantly. On or about March 31st, multiple animals had their daily food intake markedly reduced. For example, on March 31st Aries was fed 12 pounds of fish for the day and on April 1st, he was abruptly reduced to 3 pounds daily. He was slowly increased to 7 pounds daily where he remained until May 4th when another incremental adjustment was made to 8.5 pounds. At that point, Aries' weight had decreased by 29 pounds in one month. Overall, he lost 63 pounds between April and June.

The food deprivation these dolphins were subjected to also led to increased incidents of unwanted behaviors such as splitting or breaking from sessions, swimming over ledges where guests may stand, sinking during line-ups and aggressing against trainers. For example, prior to the new company taking ownership of the facility, Calypso had an average 18 incidents of unwanted behavior during the months of January and February 2022. These ranged from sinking during the session, terminating behaviors, poor attention to swimming over the ledge at a trainer to bite a target pole. After the transition in March 2022, Calypso's unwanted behaviors drastically increased to 38 separate incidents in the month of April. The severity and frequency of these behaviors increased; on April 1st, 6th, 13th, 14th, 17th, and 21st, Calypso mouthed at least one of her trainers. May 29th and June 16th, she repeated these behaviors.

During the months of January 2022 and February 2022, Cobalt had virtually no aggressive incidents recorded on his training charts. Beginning end of March 2022, the incidents of inappropriate behaviors steadily increased. Cobalt began sinking during sessions and focusing on Star (a female dolphin). He routinely split from session and began swimming over to guests during an encounter. On March 26th, he open-mouthed a trainer's foot during an interaction. On April 3rd, he sat up on the catwalk towards a trainer. On June 30th, he attempted to mouth a target pole several times. He then mouthed two trainers on July 4th.

During a land encounter on June 5th, Cayman exhibited poor control and refused primary reinforcement (fish). He attempted to mouth a trainer's hand and pumped up at the trainer. On July 7th, during a training session, Cayman rammed a trainer in deep water. The 3-trainer team attempted multiple redirections to help the trainer in the water get out; however, Cayman ignored the recalls and mouthed the trainer several times while they swam to the stairs. The trainers gave him a break of about 10 minutes and then reattempted the training session. Cayman attempted to ram the ADAT in the water several times but never made contact. He ignored the ADAT's attempt to regain control and fast swam over the ledge multiple times. The ADAT presented a plastic "aversion" shield to attempt to reestablish control, but Cayman showed no change in behavior.

Depriving these dolphins of their full dietary and nutrition requirements to ensure compliance during public encounters directly affected their health and well-being. The facility must provide each animal its full dietary requirements for each day. Deprivation of food or water shall not be used to train, work or otherwise handle animals.

Correct from this day forward.

2.131(c)(1) **Critical**

Handling of animals.

A review of trainer records for the dolphins at Dolphin Harbor identified multiple aggressive incidents when a dolphin "mouthed" a member of the public during an in-water interaction. The records show that the animals exhibited warning

behaviors prior to mouthing such as sinking after performing behaviors, swimming over the ledge of the pools without specific direction to do so, fast swimming, terminating control (refusing to participate) during sessions, ignoring signals for behaviors and splitting from the session. The facility staff elected to continue guest interactions with animals that were exhibiting aggressive warning behaviors. Examples are listed below:

• Calypso, an 8yr female dolphin, mouthed a guest on six different occasions during the months of April 2022 – July 2022. On April 1st, 2022, the trainer records noted that the trainers "worked through" the inappropriate behavior during that incident instead of stopping the session.

• Cobalt, 12yr old male dolphin, mouth a guest on six different occasions during the months of April 2022 – July 2022. On June 6th, his fluke hit a guest during an encounter. On June 30th, Cobalt mouthed a guest twice on the hand during the third encounter of the day and was then used in another encounter later that day. Before all mouthing incidents, Cobalt exhibited warning behaviors such as splitting from control and swimming towards guests in deep water. Also, he would sink during sessions and watch guests underwater. Additionally, at the end of sessions, he would sink underwater and follow guests out of the pool. Since early April, his level of aggression during encounters has steadily increased – to the point where almost every day he terminates control from sessions.

The facility failed to handle their animals in a manner that minimized the risk of harm to the public and continued guest interactions even when dolphins were demonstrating aggressive behaviors earlier in training sessions. Mouthing any portion of an individual's body (hand or foot) can be considered a precursor to more aggressive behaviors that ultimately may lead to serious injuries to the public. During public exhibition, any animal must be handled so there is minimal risk of harm to the animal and to the public. The facility's guest interactions must assure the safety of the animals and the public. Correct from this day forward.

This inspection and exit interview were conducted with several facility representatives.

Prepared By: E GONZALEZ
USDA, APHIS, Animal Care

Date: 23-SEP-2022

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative

Date: 23-SEP-2022

Inspection Report

Additional Inspectors:

Laurie Gage, Zoological Species Specialist

Charles Palmer, VETERINARY MEDICAL OFFICER

Prepared By: E GONZALEZ
USDA, APHIS, Animal Care

Date: 23-SEP-2022

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative

Date: 23-SEP-2022

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 06-Jul-2022

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	06-JUL-2022

Count	Scientific Name	Common Name
000020	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000002	*Trichechus manatus*	CARIBBEAN MANATEE
000009	*Phoca vitulina*	HARBOR SEAL
000013	*Zalophus californianus*	CALIFORNIA SEA LION
000044	**Total**	

USDA

United States Department of Agriculture

Animal and Plant Health Inspection Service

4700 River Road
Riverdale, MD 20737

September 16, 2022

Mr. Travis Burke, Director
MS Leisure Company, Inc.
9600 N. Oceanshore Blvd.
St. Augustine, FL 32080

License No. : 58-C-1252
Customer No. : 6011009

Dear Mr.Burke:

Your August 9, 2022 appeal of citations on the USDA inspection report dated July 6, 2022 was thoroughly reviewed by an Animal Care appeal panel consisting of a Supervisory Animal Care Specialist, an Assistant Director, a Senior Veterinary Medical Officer for Marine Mammals, and me. The appeal is addressed below.

The citation for Section 2.40(a)(2) will remain on the inspection report with modified content and re-wording.

- Though the non-compliances indicated on the July 2022 inspection report are connected to a larger overall issue, each individual citation will remain on the report as each one is specific to a regulatory requirement in the Animal Welfare Act Regulations. Section 2.40(a)(2) requires that the attending veterinarian has appropriate authority to ensure the provision of adequate veterinary care and to oversee the adequacy of other aspects of animal care and use.
- The supporting information regarding the dolphins' weights will be moved from section 2.131(b)(2)(ii) to this section.
- The sentence about Gemini not being weighed will be removed.

The citation for Section 2.40(b)(3) will remain on the inspection report with modified wording.

- The noncompliance cited under this section will remain on the report as it documents the lack of direct and frequent communication with the attending veterinarian regarding ongoing health issues.
- Some of the wording will be adjusted to more accurately reflect the situation that occurred (such as changing *deprived* access to care to *delayed* access of care).

The citation for Section 2.131(b)(2)(ii) will remain on the inspection report with reduced content and modified wording.

- This section will remain on the inspection report as it discusses the evidence that food was restricted below the animals' nutritional needs in order to alter their performance behavior during public exhibition and training.
- The section describing the details of the animals' weights and body condition will be moved to Section 2.40(a)(3).
- Some of the wording will be adjusted to more accurately reflect the situation that occurred.

An Equal Opportunity Provider and Employer

The citation for Section 2.131(c)(1) will remain on the inspection report as written.

- This section is specific to handling during public exhibition so as to assure the safety of the animals and the public.

We understand the facility has been undergoing many new transitions and appreciate the commitment to improvement with the facility's new protocols and training initiatives to address these issues and overall animal welfare.

You should receive a copy of the amended inspection report within two weeks.

All decisions made by the appeal panel are final and represent Animal Care's final determination for this appeal.

Sincerely,

Robert Gibbens, DVM
Director, Animal Welfare Operations
USDA, APHIS, Animal Care

An Equal Opportunity Provider and Employer

Exhibit “B1”

Inspection Report

MS Leisure Company, Inc.
9600 N. Oceanshore Boulevard
St Augustine, FL 32080

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: FOCUSED INSPECTION
Date: 06-JUL-2022

2.40(a)(2) **Critical**

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

The Assistant Director of Animal Training (ADAT) consulted with corporate trainers and the Animal Care Specialists Manager (ACSM) to decrease the diets for 9 out of 12 dolphins at Dolphin Harbor and did not consult the attending veterinarian of the facility. This was a 60% cut to the dolphins' daily food rations and resulted in very thin animals. For example, Star, a 23yr old female dolphin was being fed approximately 12lbs daily in January 2022 and her diet was cut abruptly on March 31st to 4lbs daily. The full changes are listed below.

• Star, a 23yr old female dolphin: January 2022 (12lbs daily) to March 31st (4lbs daily)

• Gemini, a 7yr old female dolphin: January 2022 (13lbs daily) to April 1st (6lbs daily)

• Skye, a 24yr old female dolphin: January 2022 (11lbs daily) to April 1st (7.5lbs daily)

• Cobalt, a 12yr old male dolphin: March 2022 (18lbs daily) to April 1st (5lbs daily)

• Ringo, a 12yr old male dolphin: January 2022 (15lbs daily) to April 1st (8lbs daily)

• Squirt, a 12yr old female dolphin: January 2022 (13lbs daily) to March 31st (4lbs daily)

• JJ, a 46yr old male dolphin: January 2022 (10lbs daily) to April 1st (6.5lbs daily)

• Calypso, an 8yr female dolphin: March 2022 (15lbs daily) to April 1st (9lbs daily)

• Aries, a 20yr old male dolphin: January 2022 (13lbs daily) to March 31st (3lbs daily)

Prepared By: E GONZALEZ
USDA, APHIS, Animal Care
Date: 23-SEP-2022

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative
Date: 23-SEP-2022

Inspection Report

Medical notes from a visual examination performed by the AV on June 26th, 2022, specifically identified 3 thin animals. Cobalt was noted having prominent scapula and ribs with an overall thin Body Condition Score (BCS). His Body Blubber Index (BBI) was down to 31 and his weight was 45lbs under his target weight range. Aries was noted having prominent and palpable scapula and ribs with a slight post-nuchal indention. His BBI was low at 34 and he was 35lbs below his goal weight. Squirt was noted having slightly prominent scapula and ribs with a low BBI of 33. She was below her weight range. On July 2nd, 2022, the AV noted that Star's shoulder/scapula were fairly prominent. With a BBI of 36 and overall thin appearing BCS, Star was approximately 25lbs below her target range.

Photos taken by facility staff, social media photos and an examination by APHIS Marine Mammal Specialist during the inspection identify the following concerns for each dolphin affected:

• Aries: He weighed 375lbs on March 5th and 312lbs on June 25th (a loss of 63 lbs.) The facility records his goal weight was between 355-365lbs. With a BCS of 3/10, Aries was described as a very thin dolphin with weight loss in his neck, an indentation in his nuchal area, prominent scapula, rib shadowing, decreased muscle mass in his peduncle, and visible lateral spinous processes.

• Calypso: She weighed 373lbs on May 25th. There is no current weight on Calypso and no ideal weight range noted on the facilities Departmental Baseboard. With a BCS of 4/10, Calypso was described as a thin dolphin with an indentation on her post nuchal area behind her blowhole, a visible scapula and loss of weight in her thorax. Additionally, her lateral spinous processes in her peduncle are pronounced as well as a loss of muscle mass in the peduncle.

• Cayman: He weighed 307lbs on March 5th and 298lbs on April 16th (a loss of 9lbs.) The facility records his goal weight between 310-320lbs. With a BCS of 5/10, Cayman looked to be in good body condition at the time of inspection. However, photos of Cayman provided by the facility show a very lean animal with prominent lateral spinous processes.

• Cobalt: He weighed 615lbs on March 5th and 511lbs on July 2nd (a loss of 104lbs.) The facility records his goal weight

between 560-570lbs. With a BCS of 3.5/10, Cobalt was described as a thin and lean dolphin with a slender neck, pronounced scapula and shoulders, rib shadowing and pronounced lateral spinous processes.

• Gemini: With a BCS of 3.5/10, Gemini was described as a thin dolphin with weight loss in her neck, visible lateral spinous processes and loss of mass in her peduncle.

• Ringo: He weighed 336lbs on March 5th and 299lbs on June 25th (a loss of 37lbs.) The facility records his goal weight between 315-325lbs. With a BCS of 4/10, pictures posted to social media show a very thin animal with a “neck”, noticeable scapula, with weight loss in the back and peduncle area. At the time of inspection, Ringo had regained some weight since those photos; however, he was still described as lean with visible lateral spinous processes.

• Skye: She weighed 377lbs on March 5th and 362lbs on July 2nd (a loss of 15lbs.) The facility records her goal weight between 370-380lbs. With a BCS of 4/10, Skye was described as a thin dolphin with a pronounced scapula, visible lateral spinous processes and weight loss visible in both upper body and peduncle areas.

• Squirt: She weighed 331lbs on March 5th and 289lbs on July 2nd (a loss of 42lbs.) The facility records her goal weight between 320-330lbs. With a BCS of 3.5/10, Squirt was described as a lean dolphin with muscle loss in the peduncle area and neck with some lateral spinous processes still visible.

• Star: She weighed 345lbs on March 5th and 315lbs on July 2nd (a loss of 30lbs.) The facility records her goal weight between 340-350lbs. With a BCS of 3.5/10, Star was described as a thin dolphin, with visible lateral spinous processes of the peduncle as well as muscle mass loss in the peduncle area.

This reduction in diet was not approved by the facility’s AV. The AV was not consulted prior to the diet changes and was not alerted by the ADAT when these changes were implemented. After the major cuts, the diets were gradually increased over the next few days; however, the diets never reached appropriate levels to maintain each animal’s appropriate weight and the animals continued to lose weight. When both veterinarians were questioned directly by APHIS officials, they

confirmed they would not have approved the diet cuts. Upon the AV's examination findings in late June/early July, she recommended a gradual increase in diets to return the animals to their target weight ranges. The staff complied and began increasing the animals' diets as instructed.

Additionally, the layout of the guest interactions was changed without the AV's guidance. The previous guest interactions, in conjunction with the AV's guidance, were coordinated under the protection of the umbrellas to avoid the animals looking directly into the sun for their feedings and directions. The new guest interactions position the dolphins in areas away from the shade and, depending on the time of the day, do not offer protection from looking into the sun. These program changes were not reviewed prior to implementation by the facility's attending veterinarian. The guest interactions have also changed by increasing the number of guests in attendance per session without veterinary input.

The Attending Veterinarian must have the appropriate authority to ensure adequate veterinary care is provided and that they have the authority to oversee the adequacy of other aspects of animal care.

Correct from this day forward.

2.40(b)(3) Critical

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

There was an increase in frequency of abnormal behaviors such as regurgitation, mouthing, refusing control etc. that were not communicated in a timely manner to the Attending Veterinarian. Documents tracking weekly overall health parameters for the 12 animals at Dolphin Harbor (DH) were created by the Assistant Director of Animal Training and the area supervisor for DH with the purpose of updating the animals' progress to the Animal Care Specialists Manager after recent diet changes. This PowerPoint included photos of each animal that were updated weekly. The AV had not been sent these routine weekly updates on the animal health parameters, and therefore could not identify the weight loss trends these animals experienced earlier than June 26th, 2022.

Furthermore, an examination of training records for the dolphins at DH noted increased instances of regurgitation from

animals that have not historically had this problem. For example, between February 23rd–July 6th, 2022, there were 88 days where trainers recorded episodes of regurgitation for Aries. Thirty of those days, he regurgitated during two sessions and 6 of those days he regurgitated during three sessions. Over the 88-day period, he regurgitated during 137 sessions. Thirty-five of those sessions, he was noted as regurgitating throughout the session or excessively. 135 out of 137 sessions were during public encounters. Two dates of particular concern are March 23rd and 24th, when he was noted to have sessions with approximately 60 and 67 guests, respectively. Three regurgitations were during training sessions, and one was during a husbandry session. Not only did the incidence of these abnormalities increase, but the occurrence of these problems was also not communicated in a timely manner to the AV. When questioned by APHIS Officials, the AV admitted that she was not aware of the severity of Aries' regurgitation concerns until late June.

The facility failed to provide direct and frequent communications regarding animal health and well-being to the AV. The documents tracking the weights, diets and pictures of the Dolphin Harbor animals should have been communicated to the AV. This delayed the animals' access to appropriate and timely medical care. The abnormal behaviors expressed by Aries could have been associated with diet cuts or other medical concerns. The facility must ensure that a mechanism of direct and frequent communication is required so that timely and accurate information on problems of animal health, behavior, and well-being is conveyed to the attending veterinarian.

Correct from this day forward.

2.131(b)(2)(ii) Critical

Handling of animals.

The diets of 9 dolphins at Dolphin Harbor were cut for the purpose of ensuring the animals performed for the guest interactions. The Assistant Director of Animal Training (ADAT) and the area supervisor for Dolphin Harbor (DH) created documents to track the weights and Body Blubber Index (BBI) for the 12 dolphins living at this location; these documents were sent for review by the Animal Care Specialists Manager (ACSM) who is not a veterinarian. After observing that

several dolphins were behaving abnormally and looked thin, the Director/Zoological Curator stepped in to increase the diets gradually by one pound of fish beginning mid-June. She was met with resistance from the ACSM and ADAT. Communications from the ACSM stated his concerns regarding the Program dolphins' satiation and what would be the plan if the animals "dropped operation" as they had done before. Additionally, the ACSM referred to an incident with Cobalt, a male dolphin, that was triggered by his satiation. He insisted that he would not approve diet increases until the Director had provided him with the answers to these questions.

Furthermore, a review of trainer records noted that in many cases, the limited pounds of fish were only offered during the guest interactions and not during any training or husbandry sessions the animals participated in. All 9 animals decreased in weight over the course of two months – some of them significantly. On or about March 31st, multiple animals had their daily food intake markedly reduced. For example, on March 31st Aries was fed 12 pounds of fish for the day and on April 1st, he was abruptly reduced to 3 pounds daily. He was slowly increased to 7 pounds daily where he remained until May 4th when another incremental adjustment was made to 8.5 pounds. At that point, Aries' weight had decreased by 29 pounds in one month. Overall, he lost 63 pounds between April and June.

The food deprivation these dolphins were subjected to also led to increased incidents of unwanted behaviors such as splitting or breaking from sessions, swimming over ledges where guests may stand, sinking during line-ups and aggressing against trainers. For example, prior to the new company taking ownership of the facility, Calypso had an average 18 incidents of unwanted behavior during the months of January and February 2022. These ranged from sinking during the session, terminating behaviors, poor attention to swimming over the ledge at a trainer to bite a target pole. After the transition in March 2022, Calypso's unwanted behaviors drastically increased to 38 separate incidents in the month of April. The severity and frequency of these behaviors increased; on April 1st, 6th, 13th, 14th, 17th, and 21st, Calypso mouthed at least one of her trainers. May 29th and June 16th, she repeated these behaviors.

During the months of January 2022 and February 2022, Cobalt had virtually no aggressive incidents recorded on his training charts. Beginning end of March 2022, the incidents of inappropriate behaviors steadily increased. Cobalt began sinking during sessions and focusing on Star (a female dolphin). He routinely split from session and began swimming over to guests during an encounter. On March 26th, he open-mouthed a trainer's foot during an interaction. On April 3rd, he sat up on the catwalk towards a trainer. On June 30th, he attempted to mouth a target pole several times. He then mouthed two trainers on July 4th.

During a land encounter on June 5th, Cayman exhibited poor control and refused primary reinforcement (fish). He attempted to mouth a trainer's hand and pumped up at the trainer. On July 7th, during a training session, Cayman rammed a trainer in deep water. The 3-trainer team attempted multiple redirections to help the trainer in the water get out; however, Cayman ignored the recalls and mouthed the trainer several times while they swam to the stairs. The trainers gave him a break of about 10 minutes and then reattempted the training session. Cayman attempted to ram the ADAT in the water several times but never made contact. He ignored the ADAT's attempt to regain control and fast swam over the ledge multiple times. The ADAT presented a plastic "aversion" shield to attempt to reestablish control, but Cayman showed no change in behavior.

Depriving these dolphins of their full dietary and nutrition requirements to ensure compliance during public encounters directly affected their health and well-being. The facility must provide each animal its full dietary requirements for each day. Deprivation of food or water shall not be used to train, work or otherwise handle animals.

Correct from this day forward.

2.131(c)(1) **Critical**

Handling of animals.

A review of trainer records for the dolphins at Dolphin Harbor identified multiple aggressive incidents when a dolphin "mouthed" a member of the public during an in-water interaction. The records show that the animals exhibited warning

behaviors prior to mouthing such as sinking after performing behaviors, swimming over the ledge of the pools without specific direction to do so, fast swimming, terminating control (refusing to participate) during sessions, ignoring signals for behaviors and splitting from the session. The facility staff elected to continue guest interactions with animals that were exhibiting aggressive warning behaviors. Examples are listed below:

• Calypso, an 8yr female dolphin, mouthed a guest on six different occasions during the months of April 2022 – July 2022. On April 1st, 2022, the trainer records noted that the trainers “worked through” the inappropriate behavior during that incident instead of stopping the session.

• Cobalt, 12yr old male dolphin, mouth a guest on six different occasions during the months of April 2022 – July 2022. On June 6th, his fluke hit a guest during an encounter. On June 30th, Cobalt mouthed a guest twice on the hand during the third encounter of the day and was then used in another encounter later that day. Before all mouthing incidents, Cobalt exhibited warning behaviors such as splitting from control and swimming towards guests in deep water. Also, he would sink during sessions and watch guests underwater. Additionally, at the end of sessions, he would sink underwater and follow guests out of the pool. Since early April, his level of aggression during encounters has steadily increased – to the point where almost every day he terminates control from sessions.

The facility failed to handle their animals in a manner that minimized the risk of harm to the public and continued guest interactions even when dolphins were demonstrating aggressive behaviors earlier in training sessions. Mouthing any portion of an individual’s body (hand or foot) can be considered a precursor to more aggressive behaviors that ultimately may lead to serious injuries to the public. During public exhibition, any animal must be handled so there is minimal risk of harm to the animal and to the public. The facility’s guest interactions must assure the safety of the animals and the public. Correct from this day forward.

This inspection and exit interview were conducted with several facility representatives.

Prepared By: E GONZALEZ
USDA, APHIS, Animal Care
Date: 23-SEP-2022

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative
Date: 23-SEP-2022

Inspection Report

Additional Inspectors:

Laurie Gage, Zoological Species Specialist

Charles Palmer, VETERINARY MEDICAL OFFICER

Prepared By: E GONZALEZ
USDA, APHIS, Animal Care

Date: 23-SEP-2022

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative

Date: 23-SEP-2022

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 06-Jul-2022

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	06-JUL-2022

Count	Scientific Name	Common Name
000020	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000002	*Trichechus manatus*	CARIBBEAN MANATEE
000009	*Phoca vitulina*	HARBOR SEAL
000013	*Zalophus californianus*	CALIFORNIA SEA LION
000044	**Total**	

Exhibit “C”

MIAMI-DADE COUNTY
miamidade.gov

Parks, Recreation and Open Spaces
275 NW 2nd Street
Miami, Florida 33128
T 305-755-7800

Every Great Community has a Great Park System.

November 1, 2023

NOTICE OF DEFAULT
via electronic and certified mail

2013 Governor' Sustained Excellence Award
RECIPIENT

Mr. Eduardo Albor
President
The Dolphin Company
MS Leisure Company, Inc.
The Miami Seaquarium
4400 Rickenbacker Causeway
Key Biscayne, FL 33149

RE: Notice of Default

Dear Mr. Albor:

As you are aware, the terms of the assigned and assumed "Amended and Restated Lease Between Miami-Dade County [the "County"] and Marine Exhibition Corporation, d/b/a The Miami Seaquarium dated July 25, 2000, as amended by a First Amendment dated November 16, 2001, a Second Amendment dated August 7, 2003, a Third Amendment dated September 9, 2022, and by three (3) Lease Extension Agreements dated July 7, 2006, October 6, 2006, and March 9, 2020, respectively (collectively, the "Amended and Restated Lease Agreement"), set forth the obligations between the Seaquarium and the County, including the Seaquarium's responsibilities regarding the health and welfare of the marine animals in its care.

Pursuant to the findings of the United States Department of Agriculture ("USDA")'s Inspection Report dated July 17, 2023, a copy of which is attached hereto, the County has determined that the Seaquarium is in violation of the terms of the Amended and Restated Lease Agreement as set forth at Section 11, Premises To Be Kept in Repair (as amended by the Third Amendment), and Section 29, Applicable Laws.

Section 11, as amended, states in relevant part that "[d]uring the term of the Amended and Restated Lease, as same may be extended, Lessee and its Sublessee(s), as applicable, shall keep the Demised Premises and all improvements and personal property thereon, exclusive of animals, in a good state of repair and in a clean condition, subject to damage or destruction by fire or other elements, similar to other facilities maintained by Lessee and shall maintain animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act as applicable."

Section 29 states in its entirety that "[a]ll provisions of this Amended and Restated Lease are subject to all applicable laws, rules, regulations, codes, ordinances and statutes and

the Amended and Restated Lease shall not be deemed to permit Lessee to violate the same or to limit Lessor's authority to enforce same."

The USDA, through its Animal Inspection and Plant Health Inspection Service, has jurisdiction under the federal Animal Welfare Act concerning the humane handling, care, treatment, and transportation of marine mammals in captivity. The USDA's Inspection Report cites specific violations of the Code of Federal Regulations by the Seaquarium, which correspondingly are violations of the Seaquarium's contractual obligations to maintain animals in accordance with federal laws and regulations and applicable law under Section 11 (as amended) and Section 29, respectively, of the Amended and Restated Lease Agreement.

Therefore, in accordance with Section 16, Default, subsection A, General Provisions, of the Amended and Restated Lease Agreement, we are issuing this **Notice of Default** (the "**Notice**") to formally advise the Seaquarium of its failure to comply with applicable law and to secure immediate remediation of the violations cited in the USDA's Inspection Report dated July 17, 2023, as well as to remind the Seaquarium of its contractual obligations in accordance with the terms and conditions of the Amended and Restated Lease Agreement.

Please note that remediation of these violations is required within forty-five (45) days from receipt of this **Notice.** The County retains the option to exercise all available remedies pursuant to the terms and conditions of the Amended and Restated Lease Agreement, and reserves all its rights under the Amended and Restated Lease Agreement.

Please do not hesitate to contact me at (305) 755-5459 or via email at perry.perez@miamidade.gov with any questions you may have. Thank you in advance for your immediate attention to this matter.

Sincerely,

Perry I. Perez
Chief, Contracts & Procurement Division

cc: Jimmy Morales, Chief Operations Officer, Office of the Mayor
Johanna Cervone, Chief of Staff, Office of the Mayor
Rachel Johnson, Deputy Chief of Staff, Office of the Mayor
Maria I. Nardi, Director, PROS
Christina Salinas-Cotter, Assistant Director, PROS
Melanie Spencer, County Attorney's Office

encl: USDA Inspection Report dated July 17, 2023

Inspection Report

MS Leisure Company, Inc.

4400 Rickenbacker Causeway
Key Biscayne, FL 33147

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: ROUTINE INSPECTION
Date: 17-JUL-2023

2.40(a)(2)

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

The facility failed to recognize veterinary authority. Records indicate that on numerous occasions, the attending veterinarian (AV) made the determination that certain actions needed to be taken, these determinations were not followed, or her authority was ignored.

• On January 3,2023, after treatment for foreign body ingestion, the AV determined that the current enclosure was no longer suitable for the pacific white-sided dolphin “Elelo” and recommended that he be transferred to another facility. The transfer had not yet happened at the time of inspection.
• On July 6, 2023, after noting continued foreign body ingestion by “Elelo”, the AV determined that the facility did not have the equipment to keep this animal in the current pool as the pool needs to undergo a significant amount of maintenance and there is a repeat risk of foreign body ingestion. The AV stated that she contacted the administration to try and expedite the process and plan to ship the animal to another facility as mentioned six months earlier.
• It was reported by several employees that a newly appointed corporate trainer, in charge of dolphin training, was instructing other employees not to contact the AV and undermining her authority, which created a very stressful environment. A Chain of Command chart was displayed in the trainer’s office at Top Deck. This chart showed him at the top of the chain and did not include the AV. When asked, he stated that he did not report to facility management but instead answered to two corporate personnel. Numerous other employees reached out anonymously but hesitated to give formal statements for fear of retaliation.

Failure to ensure that the attending veterinarian has appropriate authority over the veterinary care of the animals can lead to unnecessary stress, discomfort, and suffering of the animals.

Each dealer and exhibitor shall assure that the attending veterinarian has appropriate authority to ensure the provisions of adequate veterinary care and to oversee the adequacy of other aspects of animal care and use. To be corrected from this day, (date of finalized report), forward.

2.40(b)(1)

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care
Date: 27-SEP-2023

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative
Date: 27-SEP-2023

The facility failed to provide proper equipment or services to ensure adequate veterinary care.
• On July 5, 2023, the AV noted that the gastroscope was very outdated and not working properly. She recommended purchasing a new system. This was not yet approved at the time of inspection.
• The facility does not own scales that can be routinely used at all enclosures. As a result, the three adult manatees held at the facility, have not been weighed in more than 5 years.

Properly functioning equipment is necessary for diagnosing, treating and maintaining the health of the animal. Accurate weights are essential for dosing medications and providing adequate routine care.

The facility shall ensure the availability of appropriate equipment and/or services to provide adequate veterinary care. To be corrected by August 25, 2023.

2.131(c)(1)

Handling of animals.

On March 19, 2023, a member of the public was bitten on the hand by “Gemini”, a dolphin housed at Dolphin Harbor, during a “Meet and Greet” interaction with another dolphin. “Gemini” broke from station and swam towards the group of guests as they had their hands on the surface of the water, waiting to touch the other dolphin as she swam by. As trainers instructed the guests to withdraw their limbs, “Gemini” popped up and grabbed one of the guest’s hand. The girl pulled her hand back with “Gemini’s” mouth still closed. “Gemini” let go but stayed in front of the guests as they stood up.

Inadequate handling or control of animals during public interactions can lead to injury of the public and the animals.

During public exhibition, any animal must be handled so there is minimal risk of harm to the animal and to the public. To be corrected from this day, (Date of finalized report), forward.

3.101(a)(1) **Repeat**

Facilities, general.

The facility failed to maintain a marine mammal enclosure in good repair and protect the animals from injury. On January 3, 2023, “Elelo”, a five-year-old pacific white-sided dolphin housed in Pompano pool 3, underwent a gastroscopy procedure to identify and remove foreign material from his digestive tract. The procedure successfully removed a plastic zip tie, a piece of broken plastic, and what was described as a large piece of cement. Zip ties are used to secure the fencing around the sides of the pool, the broken plastic was determined to likely be from a target pole, and divers noted that the floor of the pool has a layer of broken, flaking cement. On July 5, 2023, “Elelo” was once again suspected to have a foreign body. He was made to regurgitate, producing sand and glass filtration media.

Enclosures that fall into states of disrepair may no longer be able to safely contain the animals and may produce foreign material which could be ingested and become injurious to the animals.

Indoor and outdoor housing facilities for marine mammals must be structurally sound and must be maintained in good repair to protect the animals from injury.

3.103(b)

Facilities, outdoor.

The facility failed to provide protection from the weather or direct sunlight. At Pompano Pool 1, housing an adult male manatee, records indicated the overhead tarp was removed for 10 days in March of 2023 and for an unspecified number of days in April of 2023. This left no natural or artificial shade to protect the animal from direct sunlight.

Direct sunlight can adversely affect the animal's health, especially skin and eye health.

Natural or artificial shelter shall be provided for all marine mammals kept outdoors to afford them protection from the weather or from direct sunlight. Corrected by the time of inspection.

3.108(a)

Employees or attendants.

The facility failed to maintain a sufficient number of adequately trained employees. The termination of employment of an associate veterinarian on March 27, 2023, resulted in a single veterinarian to care for the 46 marine mammals and hundreds of birds, fish, sharks and rays housed at the facility. As a result, all routine samples were placed on hold so that non-routine/unwell animals could be prioritized. By June 17, 2023, three veterinary technicians resigned leaving a single veterinarian and zero full time support staff. At the time of inspection, only one of four, open technician positions was filled and two associate veterinarian positions remained vacant, resulting in the continued prioritization of sick and/or urgent cases until additional staff can be obtained.

Insufficient staffing can result in poor husbandry practices and the inability of the veterinary team to provide routine care and maintenance of the animals.

A sufficient number of adequately trained employees or attendants, responsible to management and working in concert with the attending veterinarian, must be utilized to maintain the prescribed level of husbandry practices. To be corrected by October 25, 2023.

3.109 **Critical**

Separation.

On February 27, 2023, a CT scan conducted on "Bimini", revealed the 23-year-old female dolphin, housed at Dolphin Harbor, had multiple bilateral rib fractures in various stages of healing. These injuries were incidental findings and determined to likely be caused by conspecific aggression. Once the injuries were known, the facility placed the animal in a safer group. Housing incompatible animals together can negatively impact their health and welfare and may cause serious injury and even death. Marine mammals must not be housed in the same enclosure nor be housed near other animals that cause them unreasonable stress, discomfort or interfere with their good health. Corrected by the time of inspection.

"Romeo", an adult male manatee has been housed alone in Pompano Pool 1 since the 3 juvenile manatees he was housed with were released back to the wild in the Spring of 2023. Although numerous attempts have been made to

acquire another manatee, it was determined that the facility did not yet meet the requirements to receive another animal.

Manatees are semi-social animals and do better medically and psychologically when they are housed in pairs or groups. Marine mammals, whenever known to be primarily social in the wild, must be housed in their primary enclosure with at least one compatible animal of the same or biologically related species. To be completed in two phases; Phase 1: Develop a written plan approved by the attending veterinarian, developed in consultation with the husbandry/training staff, that includes the justification for the length of time the animal will be kept separated or isolated, information on the type and frequency of enrichment and interaction, if appropriate, and provisions for periodic review of the plan by the attending veterinarian. Phase 2: Implement the plan and return to compliance. Phase 1 to be corrected by August 8, 2023. Phase 2 to be corrected by October 25, 2023.

This inspection and exit interview were conducted with facility representatives.

Additional Inspectors:

KRISTIN NAPOLI, SUPERVISORY ANIMAL CARE SPECIALIST

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care
Date: 27-SEP-2023

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative

Date: 27-SEP-2023

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 17-Jul-2023

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	17-JUL-2023

Count	Scientific Name	Common Name
000013	*Zalophus californianus*	CALIFORNIA SEA LION
000008	*Phoca vitulina*	HARBOR SEAL
000020	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000003	*Trichechus manatus*	CARIBBEAN MANATEE
000002	*Lagenorhynchus obliquidens*	PACIFIC WHITE-SIDED DOLPHIN
000046	**Total**	

Exhibit “C1”

Inspection Report

MS Leisure Company, Inc.

4400 Rickenbacker Causeway
Key Biscayne, FL 33147

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: ROUTINE INSPECTION
Date: 17-JUL-2023

2.40(a)(2)

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

The facility failed to recognize veterinary authority. Records indicate that on numerous occasions, the attending veterinarian (AV) made the determination that certain actions needed to be taken, these determinations were not followed, or her authority was ignored.

• On January 3,2023, after treatment for foreign body ingestion, the AV determined that the current enclosure was no longer suitable for the pacific white-sided dolphin “Elelo” and recommended that he be transferred to another facility. The transfer had not yet happened at the time of inspection.
• On July 6, 2023, after noting continued foreign body ingestion by “Elelo”, the AV determined that the facility did not have the equipment to keep this animal in the current pool as the pool needs to undergo a significant amount of maintenance and there is a repeat risk of foreign body ingestion. The AV stated that she contacted the administration to try and expedite the process and plan to ship the animal to another facility as mentioned six months earlier.
• It was reported by several employees that a newly appointed corporate trainer, in charge of dolphin training, was instructing other employees not to contact the AV and undermining her authority, which created a very stressful environment. A Chain of Command chart was displayed in the trainer’s office at Top Deck. This chart showed him at the top of the chain and did not include the AV. When asked, he stated that he did not report to facility management but instead answered to two corporate personnel. Numerous other employees reached out anonymously but hesitated to give formal statements for fear of retaliation.

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2.40(b)(1)

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care
Title: VETERINARY MEDICAL OFFICER
Date: 27-SEP-2023

Received by Title: Facility Representative
Date: 27-SEP-2023

The facility failed to provide proper equipment or services to ensure adequate veterinary care.
• On July 5, 2023, the AV noted that the gastroscope was very outdated and not working properly. She recommended purchasing a new system. This was not yet approved at the time of inspection.
• The facility does not own scales that can be routinely used at all enclosures. As a result, the three adult manatees held at the facility, have not been weighed in more than 5 years.

Properly functioning equipment is necessary for diagnosing, treating and maintaining the health of the animal. Accurate weights are essential for dosing medications and providing adequate routine care.

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acquire another manatee, it was determined that the facility did not yet meet the requirements to receive another animal.

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This inspection and exit interview were conducted with facility representatives.

Additional Inspectors:

KRISTIN NAPOLI, SUPERVISORY ANIMAL CARE SPECIALIST

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care
Date: 27-SEP-2023

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative

Date: 27-SEP-2023

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 17-Jul-2023

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	17-JUL-2023

Count	Scientific Name	Common Name
000013	*Zalophus californianus*	CALIFORNIA SEA LION
000008	*Phoca vitulina*	HARBOR SEAL
000020	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000003	*Trichechus manatus*	CARIBBEAN MANATEE
000002	*Lagenorhynchus obliquidens*	PACIFIC WHITE-SIDED DOLPHIN
000046	**Total**	

Exhibit “D”

MIAMI-DADE COUNTY
miamidade.gov

Parks, Recreation and Open Spaces
275 NW 2nd Street
Miami, Florida 33128
T 305-755-7800

Every Great Community has a Great Park System.

December 22, 2023

NOTICE OF DEFAULT
via electronic and certified mail

2013 Governor' Sustained Excellence Award
FLORIDA STERLING COUNCIL "A state of excellence"
RECIPIENT

Mr. Eduardo Albor
President
The Dolphin Company
MS Leisure Company, Inc.
The Miami Seaquarium
4400 Rickenbacker Causeway
Key Biscayne, FL 33149

RE: Notice of Default: 1) USDA Focused Inspection Report (11/2/23)
2) RER Notices of Violation (multiple)
3) Late Payments (multiple)

Dear Mr. Albor:

Please be advised that we are issuing this **Notice of Default** (the "**Notice**") to formally advise the Seaquarium of its failure to comply with its contractual obligations as set forth below, and to secure its immediate remediation of 1) the violations cited in the USDA's Focused Inspection Report dated November 2, 2023; 2) the violations cited in RER's Notices of Violation dated December 11, 2023 and December 13, 2023; and 3) compliance with its rental payment obligations as set forth Section 6, Rent, of the Amended and Restated Lease Agreement.

Remediation of these violations is required within forty-five (45) days from receipt of this **Notice.** In the event of non-compliance, the County retains the right to exercise all available remedies pursuant to the terms and conditions of the Amended and Restated Lease Agreement, and will take all necessary steps to seek termination of same.

The terms of the assigned and assumed "Amended and Restated Lease Between Miami-Dade County [the "County"] and Marine Exhibition Corporation, d/b/a The Miami Seaquarium dated July 25, 2000, as amended by a First Amendment dated November 16, 2001, a Second Amendment dated August 7, 2003, a Third Amendment dated September 9, 2022, and by three (3) Lease Extension Agreements dated July 7, 2006, October 6, 2006, and March 9, 2020, respectively (collectively, the "Amended and Restated Lease Agreement"), set forth the obligations between the Seaquarium and the County, including: 1) the Seaquarium's responsibilities regarding the health and welfare of the marine animals in its care; 2) the Seaquarium's responsibility to keep the premises in a good state of repair; and 3) the Seaquarium's responsibility to timely make its monthly

rental payments. The details of the Seaquarium's violations of the above obligations are as set forth below:

1) **USDA Focused Inspection Report (11/2/23)**
Pursuant to the findings of the United States Department of Agriculture ("USDA")'s Focused Inspection Report of November 2, 2023, a copy of which is attached hereto, the County has determined that the Seaquarium is in violation of the terms of the Amended and Restated Lease Agreement as set forth at Section 11, Premises To Be Kept in Repair (as amended by the Third Amendment), and Section 29, Applicable Laws.

Section 11, as amended, states in relevant part that "[d]uring the term of the Amended and Restated Lease, as same may be extended, Lessee and its Sublessee(s), as applicable, shall keep the Demised Premises and all improvements and personal property thereon, exclusive of animals, in a good state of repair and in a clean condition, subject to damage or destruction by fire or other elements, similar to other facilities maintained by Lessee and shall maintain animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act as applicable."

Section 29 states in its entirety that "[a]ll provisions of this Amended and Restated Lease are subject to all applicable laws, rules, regulations, codes, ordinances and statutes and the Amended and Restated Lease shall not be deemed to permit Lessee to violate the same or to limit Lessor's authority to enforce same."

The USDA, through its Animal Inspection and Plant Health Inspection Service, has jurisdiction under the federal Animal Welfare Act concerning the humane handling, care, treatment, and transportation of marine mammals in captivity. The USDA's Focused Inspection Report specifically cites violation of Section 3.108(a) the Code of Federal Regulations by the Seaquarium, which correspondingly is a violation of the Seaquarium's contractual obligations to maintain animals in accordance with federal laws and regulations and applicable law under Section 11 (as amended) and Section 29, respectively, of the Amended and Restated Lease Agreement as detailed above.

2) **RER Notices of Violation (multiple)**
Pursuant to the findings of the Miami-Dade County Department of Regulatory and Economic Resources ("RER") as enumerated in its Notices of Violation dated December 11, 2023 and December 13, 2023, copies of which are attached hereto, the County has determined that the Seaquarium is in violation of the terms of the Amended and Restated Lease Agreement as set forth at Section 11, Premises To Be Kept in Repair (as amended by the Third Amendment), and Section 29, Applicable Laws.

Section 11, as amended, states in relevant part that "[d]uring the term of the Amended and Restated Lease, as same may be extended, Lessee and its Sublessee(s), as applicable, shall keep the Demised Premises and all improvements and personal property thereon, exclusive of animals, in a good state of repair and in a clean condition, subject to damage or destruction by fire or other elements, similar to other facilities maintained by Lessee and shall maintain animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act as applicable."

Section 29 states in its entirety that "[a]ll provisions of this Amended and Restated Lease are subject to all applicable laws, rules, regulations, codes, ordinances and statutes and the Amended and Restated Lease shall not be deemed to permit Lessee to violate the same or to limit Lessor's authority to enforce same."

RER's Notices of Violation cite multiple violations of Section 8-5 of the Code of Miami-Dade County and the Florida Building Code by the Seaquarium, which correspondingly are violations of the Seaquarium's contractual obligations to maintain animals in accordance with federal laws and regulations and applicable law and to maintain the Demised Premises in a good state of repair, as set forth under Section 11 (as amended) and Section 29, respectively, of the Amended and Restated Lease Agreement as detailed above. A copy of RER's aerial map noting the locations of these violations is also attached hereto.

3) **Late Payments (multiple)**

As of this writing, according to our records, the Seaquarium is in arrears to the County in the minimum amount of $87,916.66, representing the past due November 2023 base rent payment plus applicable sales tax, which was due and owing to the County on December 15, 2023. The methodology utilized for the calculation of payments owed by the Seaquarium to the County is set forth in the Amended and Restated Lease Agreement at Section 6, Rent. Please also note that this amount is in addition to Seaquarium's past due October 2023 rent payment which was due on November 15, 2023, and for which the County is still awaiting payment, as noted in the County's prior Notice of Non-Compliance dated November 17, 2023, a copy of which is attached hereto.

Our calculations are based on the obligations set forth in the Amended and Restated Lease Agreement, as follows:

- Section 6, Rent, subsection A, Annual Rent, subsubsection (1) Guaranteed Rent, "[t]he Guaranteed Rent shall be One Million Dollars ($1,000,000)."

- Section 6, Rent, subsection A, Annual Rent, subsubsection (4), Monthly Calculation of Guaranteed Rent and Percentage Rent, which states in relevant part

that "[m]onthly payment of Annual Rent shall be…made no later than the fifteenth day of the calendar month following the applicable Fiscal Month" and that "Guaranteed Rent Shall be paid in twelve (12) equal monthly installments of the Guaranteed Rent amount for each Lease Year."

- Calculation of the twelve (12) equal monthly installments of the Guaranteed Rent yields a monthly installment amount of $83,333.3333 *($1,000,000 / 12)*. This monthly amount is subject to applicable sales tax as noted above.

Again, we emphasize that remediation of these violations is required within forty-five (45) days from receipt of this **Notice,** and that in the event of non-compliance, the County retains the right to exercise all available remedies pursuant to the terms and conditions of the Amended and Restated Lease Agreement, and will take all necessary steps to seek termination of same.

Please do not hesitate to contact me at (305) 755-5459 or via email at perry.perez@miamidade.gov with any questions you may have. Thank you in advance for your immediate attention to this matter.

Sincerely,

Perry I. Perez
Chief, Contracts & Procurement Division

cc: Jimmy Morales, Chief Operations Officer, Office of the Mayor
Johanna Cervone, Chief of Staff, Office of the Mayor
Rachel Johnson, Deputy Chief of Staff, Office of the Mayor
Maria I. Nardi, Director, PROS
Christina Salinas-Cotter, Assistant Director, PROS
Melanie Spencer, County Attorney's Office
Erik Austin, Special Projects Administrator, PROS

encl: USDA's Focused Inspection Report dated November 2, 2023
RER's Notices of Violation dated December 11, 2023 and December 13, 2023
RER's Seaquarium Aerial Map dated December 5, 2023
Miami-Dade County's Notice of Non-Compliance dated November 17, 2023

Exhibit “D1”

Inspection Report

MS Leisure Company, Inc.

4400 Rickenbacker Causeway
Key Biscayne, FL 33147

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: FOCUSED INSPECTION
Date: 02-NOV-2023

3.108(a)

Employees or attendants.

At the time of inspection, the facility still lacks a sufficient number of adequately trained employees. The resignation of the only veterinary technician has left two veterinarians responsible for the care of 46 marine mammals, hundreds of birds, fish, sharks, and rays housed at the facility. Consequently, there is no full-time support staff available. At the time of inspection, none of the open veterinary technician positions had been filled. The veterinarians are still unable to perform routine/preventive exams and continue to prioritize sick and urgent cases until additional staff can be hired. Insufficient staffing can lead to poor husbandry practices and hinder the veterinary staff's ability to provide routine care and maintenance for the animals.

A sufficient number of adequately trained employees or attendants, responsible to management and working in concert with the attending veterinarian, must be utilized to maintain the prescribed level of husbandry practices.

This inspection and exit interview were conducted with several facility representatives.

Additional Inspectors:

Charles Palmer, VETERINARY MEDICAL OFFICER

Prepared By: COLETTE KIRK EL-AMIN
USDA, APHIS, Animal Care
Date: 07-NOV-2023

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative

Date: 07-NOV-2023

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 02-Nov-2023

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
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Count	Scientific Name	Common Name
000001	*Zalophus californianus*	CALIFORNIA SEA LION
000003	*Trichechus manatus*	CARIBBEAN MANATEE
000004	**Total**	

Composite Exhibit “D2”

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/13/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY COMMON AREAS FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation:	☑ Building	☑ Electrical	☐ Plumbing	☐ Mechanical
Chapter: 1 Section: 105.1 of:	☑ Florida Building Code	☐ Code of Miami-Dade County	☐ Other Adopted Standard	

Failure to obtain required building permit(s) prior to commencing work on: Detach structures A several shipping containers. Detached structure B upside-down Gazebo. Detached structures C three large sheds. Detached structure E plastic sheds. Detached structure F chlorine storage. Detached storage H shipping container and detached structures I two plastic sheds near Whale Stadium. Detached structure J shipping container and detached structure K shed at bird area. Detached structure L shipping container and wood fence M rear of Dolphin Harbor Building. Detached structures P two plastic sheds and one metal shed behind Flipper House. Detached structures Q two shipping containers North of Fish House. Detached structure S shed. Detached structures X three containers Northwest of Fish House. Detached structure Z tent and detached structures AA two canopies with metal roof at Jurassic Park Area. Detached structure BB wood shed behind Dolphin Lobby. Detached structures CC two sheds. Some containers and sheds installed without permit have electrical connections. Several open electrical boxes and exposed wiring were observed throughout the park.

REQUIREMENTS FOR CORRECTION

Obtain the required permit(s) to legalize or remove work, pay applicable permit fees and penalties and call for required inspections.

Received By:_____
Date:_____

Date Mailed: 12/13/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Tuesday, March 12, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

In the event further clarification or assistance is required, please contact Nicole Lopez at (305) 781-9544 between the hours of 7 A.M. and 8 A.M. Except in the case of life-safety hazards, you may be granted upon request an extension of time up to 90 days to correct the violation provided your request is submitted prior to the expiration of this Notice of Violation and enforcement costs incurred by the department to date are paid in full. To request an extension, please visit our website at **https://bldgappl.miamidade.gov/NOVExtensionWebRequest/default.aspx** or contact the Building Support Section by telephone at (786) 315-2424 for information on making the request in person.

Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226350

For permitting information, please visit our website at www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/11/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-D FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical

Chapter: 8 Section: 8-11(a) of: ☐ Florida Building Code ☑ Code of Miami-Dade County ☐ Other Adopted Standard

Failure to maintain a bldg or structure or devices in safe condition. Whale Trailer missing pieces of skirt and tiedowns straps not anchored properly.

REQUIREMENTS FOR CORRECTION

Obtain required permits and mandatory inspections.

Received By:_____
Date:_____

Date Mailed: 12/11/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Sunday, March 10, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

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Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226294

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/11/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-N FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

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Type of Violation:	☑ Building	☐ Electrical	☐ Plumbing	☐ Mechanical
Chapter: 1 Section: 105.1 of:	☑ Florida Building Code	☐ Code of Miami-Dade County	☐ Other Adopted Standard	

Failure to obtain required building permit(s) prior to commencing work on: Structure over freezer at rear of Dolphin Harbor Building. 8-11(a): Failure to maintain, in need of repair.

REQUIREMENTS FOR CORRECTION

Obtain the required permit(s) to legalize or remove work, pay applicable permit fees and penalties and call for required inspections.

Received By:_____
Date:_____

Date Mailed: 12/11/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Sunday, March 10, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

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Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226287

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/12/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-O FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical

Chapter: 8 Section: 8-11(a) of: ☐ Florida Building Code ☑ Code of Miami-Dade County ☐ Other Adopted Standard

Failure to maintain a bldg or structure or devices in safe condition. Flipper Stadium. Mild to severe corrosion of the steel framing supporting the roof. Concrete beams and slabs with exposed rebars, spalling and cracks. Railings with corrosion at the bottom connections.

REQUIREMENTS FOR CORRECTION

Obtain required permits and mandatory inspections.

Received By:_____
Date:_____

Date Mailed: 12/12/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Monday, March 11, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

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Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This Instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226310

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/14/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-R FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation:	☑ Building	☐ Electrical	☐ Plumbing	☐ Mechanical
Chapter: 1 Section: 105.1 of:	☑ Florida Building Code	☐ Code of Miami-Dade County	☐ Other Adopted Standard	

Failure to obtain required building permit(s) prior to commencing work on: Canopy over Pinguin chiller area.

REQUIREMENTS FOR CORRECTION

Obtain the required permit(s) to legalize or remove work, pay applicable permit fees and penalties and call for required inspections.

Received By:_____
Date:_____

Date Mailed: 12/14/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Wednesday, March 13, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

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Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226378

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/13/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-T FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

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Type of Violation:	☑ Building	☐ Electrical	☐ Plumbing	☐ Mechanical
Chapter: 1 Section: 105.1 of:	☑ Florida Building Code	☐ Code of Miami-Dade County	☐ Other Adopted Standard	

Failure to obtain required building permit(s) prior to commencing work on: Detached structure T Landscape shed.

REQUIREMENTS FOR CORRECTION

Obtain the required permit(s) to legalize or remove work, pay applicable permit fees and penalties and call for required inspections.

Received By:_____
Date:_____

Date Mailed: 12/13/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Tuesday, March 12, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

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Thank you for your cooperation in this matter.



MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226359

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/12/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY AVE FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

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Type of Violation:	☑ Building	☐ Electrical	☐ Plumbing	☐ Mechanical
Chapter: 1 Section: 105.1 of:	☑ Florida Building Code	☐ Code of Miami-Dade County	☐ Other Adopted Standard	

Failure to obtain required building permit(s) prior to commencing work on: West side of Workshop building enclosed with plywood and rolling doors to no known code.

REQUIREMENTS FOR CORRECTION

Obtain the required permit(s) to legalize or remove work, pay applicable permit fees and penalties and call for required inspections.

Received By:_____
Date:_____

Date Mailed: 12/12/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Monday, March 11, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

In the event further clarification or assistance is required, please contact Nicole Lopez at (305) 781-9544 between the hours of 7 A.M. and 8 A.M. Except in the case of life-safety hazards, you may be granted upon request an extension of time up to 90 days to correct the violation provided your request is submitted prior to the expiration of this Notice of Violation and enforcement costs incurred by the department to date are paid in full. To request an extension, please visit our website at **https://bldgappl.miamidade.gov/NOVExtensionWebRequest/default.aspx** or contact the Building Support Section by telephone at (786) 315-2424 for information on making the request in person.

Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226312

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/12/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-W FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical

Chapter: 8 Section: 8-11(a) of: ☐ Florida Building Code ☑ Code of Miami-Dade County ☐ Other Adopted Standard

Failure to maintain a bldg or structure or devices in safe condition. Fish House building. Double tee with spalling and exterior metal door needs replacement. Animal keeper area stem of double tee with cracks. Double tees at Northwest overhang with exposed bars and spalling.

REQUIREMENTS FOR CORRECTION

Obtain required permits and mandatory inspections.

Received By:_____
Date:_____

Date Mailed: 12/12/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Monday, March 11, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

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Thank you for your cooperation in this matter.



MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226315

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/11/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY AREA-Y FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation:	☑ Building	☐ Electrical	☐ Plumbing	☐ Mechanical
Chapter: 1 Section: 105.1 of:	☑ Florida Building Code	☐ Code of Miami-Dade County	☐ Other Adopted Standard	

Failure to obtain required building permit(s) prior to commencing work on: Wood and canvas canopy covering oxygen tanks built to unknown code.

REQUIREMENTS FOR CORRECTION

Obtain the required permit(s) to legalize or remove work, pay applicable permit fees and penalties and call for required inspections.

Received By:_____
Date:_____

Date Mailed: 12/11/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Sunday, March 10, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

In the event further clarification or assistance is required, please contact Nicole Lopez at (305) 781-9544 between the hours of 7 A.M. and 8 A.M. Except in the case of life-safety hazards, you may be granted upon request an extension of time up to 90 days to correct the violation provided your request is submitted prior to the expiration of this Notice of Violation and enforcement costs incurred by the department to date are paid in full. To request an extension, please visit our website at **https://bldgappl.miamidade.gov/NOVExtensionWebRequest/default.aspx** or contact the Building Support Section by telephone at (786) 315-2424 for information on making the request in person.

Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226297

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/12/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY AVE BLDG-DD FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation:	☑ Building	☐ Electrical	☐ Plumbing	☐ Mechanical
Chapter: 1, 8 Section: 105.1, -11(a) of:	☑ Florida Building Code	☑ Code of Miami-Dade County	☐ Other Adopted Standard	

Failure to obtain required building permit(s) prior to commencing work on: Finance building's canvas canopy and shed at second level. 8-11(a): Failure to maintain corrugated metal panel with signs of corrosion and wood siding or possibly wood wall need repair. Some stair connections at bottom level need repair.

REQUIREMENTS FOR CORRECTION

Obtain the required permit(s) to legalize or remove work, pay applicable permit fees and penalties and call for required inspections.

Received By:_____
Date:_____

Date Mailed: 12/12/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Monday, March 11, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

In the event further clarification or assistance is required, please contact Nicole Lopez at (305) 781-9544 between the hours of 7 A.M. and 8 A.M. Except in the case of life-safety hazards, you may be granted upon request an extension of time up to 90 days to correct the violation provided your request is submitted prior to the expiration of this Notice of Violation and enforcement costs incurred by the department to date are paid in full. To request an extension, please visit our website at **https://bldgappl.miamidade.gov/NOVExtensionWebRequest/default.aspx** or contact the Building Support Section by telephone at (786) 315-2424 for information on making the request in person.

Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226322

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/12/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-FF FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical

Chapter: 8 Section: 8-11(a) of: ☐ Florida Building Code ☑ Code of Miami-Dade County ☐ Other Adopted Standard

Failure to maintain a bldg or structure or devices in safe condition. Manatee Tank Area with some empty showing cracks at the bottom slab, floor slab at walking area with cracks, corrosion stain at tanks walls which means reinforcement deterioration and steel columns from a previous canopy with corrosion.

REQUIREMENTS FOR CORRECTION

Obtain required permits and mandatory inspections.

Received By:_____
Date:_____

Date Mailed: 12/12/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Monday, March 11, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

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Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226329

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/12/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-HH FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical

Chapter: 8 Section: 8-11(a) of: ☐ Florida Building Code ☑ Code of Miami-Dade County ☐ Other Adopted Standard

Failure to maintain a bldg or structure or devices in safe condition. Failure to maintain roof of Manatee Bay Cafe with ponding water and damaged metal drip edge.

REQUIREMENTS FOR CORRECTION

Obtain required permits and mandatory inspections.

Received By:_____
Date:_____

Date Mailed: 12/12/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Monday, March 11, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

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Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226332

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COURTESY NOTICE OF VIOLATION

COC OFFICIAL USE ONLY

DATE: 12/14/2023

TO: MIAMI-DADE COUNTY PARKS AND RECREATION
275 NW 2 ST 4FL
MIAMI FL 33128-1794

PROPERTY LOCATION: 3400 RICKENBACKER CSWY BLDG-GG FOLIO: 30-4220-000-0010
LEGAL DESCRIPTION: 20 54 42 300 AC M/L BEG AT NE COR SEC 20 TH W TO NW COR OF SEC TH S2300FT TH ELY TO X N/S C/L OF SEC TH S ALG C/L TO S/L OF SEC TH NELY TO SE COR OF N1/4 TH N ALG E/L OF SEC TO POB BEING PARCEL 3 PER PB 3069-248 WHICH INCLUDES GOUT LOTS 1 -2 & 3 IN SAID SEC 20 TOGETHER WITH FILLED LANDS & SUBMERGED LANDS ADJ THERETO LESS DEEDS 4165-257 & 4175-743 TO USA&LESS DEED 5709 -584 TO UNIVERSITY OF MIAMI INC & LESS PORT LEASED TO MARINE EXCEPTING THEREFROM LESS OUT PORT OF LEASE & LESS RESO R384-72 TO UNIVERSITY OF MIAMI & LESS RES R-81-68 & LESS BEG NE COR OF SEC TH N 89 DEG W 125.20FT SELY AD 303.27FT SWLY AD 517.03FT SELY AD 381.58FT S 45 DEG E 630FT N TO POB & LESS COMM ATX OF C/L OF RICKENBACKER CSWY & S/L OF SEC 17 TH S 45 DEG E 251.67FT N 64 DEG E 930.84FT S 45 DEG G 328.66FT FOR POB TH S 89 DEG E 516.35FT SWLY SELY AD 441.95FT N 45 DEG W 642.48FT TO POB
OWNER NAME: MIAMI-DADE COUNTY PARKS AND RECREATION

YOU ARE HEREBY NOTIFIED that an inspection of the above premises revealed that you have violated the provisions of the Florida Building Code which have been adopted as the uniform building code for Miami-Dade County, Florida or provisions of the Code of Miami-Dade County.

Type of Violation: ☑ Building ☐ Electrical ☐ Plumbing ☐ Mechanical

Chapter: 8 Section: 8-11(a) of: ☐ Florida Building Code ☑ Code of Miami-Dade County ☐ Other Adopted Standard

Failure to maintain a bldg or structure or devices in safe condition. Dolphin Stadium upper deck tension cables are missing, sagging, loose or broken. Steel beams supporting tensile structure have medium to severe corrosion. Cracks and surface deterioration at top surface deck. Reef tank steel column supporting canopy severe corrosion at bottom. The second level edge of roof damaged, including drip edge and gutter. Area around reef tank bulging, cracks, spalling can be observed at the underside of upper deck. Soffit hiding the electric cables detaching and deflecting. Crack on top surface of second level slab. Steel columns supporting the upper deck with corrosion. Second level storage room/air compressor room portion of exterior wall with cracks and displaced. The bottom second level covered with plywood, cracks can be seen adjacent to the plywood.

REQUIREMENTS FOR CORRECTION

Obtain required permits and mandatory inspections.

Received By:_____
Date:_____

Date Mailed: 12/14/2023
Return Receipt Number:

Therefore, you are hereby directed that on or before Wednesday, March 13, 2024

You are to correct said VIOLATION and NOTIFY THE UNDERSIGNED BUILDING INSPECTOR that the VIOLATION has been corrected. Failure to make the correction(s) will result in one or more of the following actions: issuance of a ticket(s) in the amount of $500.00 or more, filing of a civil suit or criminal charges against you or initiation of an unsafe structures case requiring demolition of the structure.Also, failure to comply with this notice may result in the department withholding issuance of other permits to you , referral of this matter to the appropriate licensing board or the filing of a lien against your property in the amount of any unpaid ticketing fines . In accordance with the provisions of Section 8-17 of the Code of Miami-Dade County, you are also responsible for the reasonable costs and expenses incurred by the Building Official in enforcing the provisions of the Building Code.

In the event further clarification or assistance is required, please contact Nicole Lopez at (305) 781-9544 between the hours of 7 A.M. and 8 A.M. Except in the case of life-safety hazards, you may be granted upon request an extension of time up to 90 days to correct the violation provided your request is submitted prior to the expiration of this Notice of Violation and enforcement costs incurred by the department to date are paid in full. To request an extension, please visit our website at **https://bldgappl.miamidade.gov/NOVExtensionWebRequest/default.aspx** or contact the Building Support Section by telephone at (786) 315-2424 for information on making the request in person.

Thank you for your cooperation in this matter.

MIAMI-DADE COUNTY
REGULATORY AND ECONOMIC RESOURCES DEPARTMENT

Building Inspector
Nicole Lopez

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

Case Number: 20240226372

For permitting information, please visit our website at www.miamidade.gov/building

E-Mail Address: buildingsupport@miamidade.gov
HomePage: http://www.miamidade.gov/building

Exhibit “E”

OFFICE OF THE MAYOR
MIAMI-DADE COUNTY

via electronic and certified mail

March 7, 2024

Mr. Eduardo Albor
President
The Dolphin Company
MS Leisure Company, Inc.
The Miami Seaquarium
4400 Rickenbacker Causeway
Key Biscayne, FL 33149

RE: Notice of Termination of Lease and Additional Notice of Defaults
Property Address: 4400 Rickenbacker Causeway, Key Biscayne, Florida 33149
Folio No.: 30-4220-000-0010 (the "Property")

Dear Mr. Albor:

This **Notice of Termination** serves to notify MS Leisure Company, Inc. ("Lessee") of Miami-Dade County's ("Lessor") decision to terminate the Lease as a result of Lessee's numerous and significant violations and defaults of the assigned and assumed "Amended and Restated Lease Between Miami-Dade County and Marine Exhibition Corporation, d/b/a The Miami Seaquarium" dated July 25, 2000, as amended by a First Amendment dated November 16, 2001, a Second Amendment dated August 7, 2003, a Third Amendment dated September 9, 2022, and by three (3) Lease Extension Agreements dated July 7, 2006, October 6, 2006, and March 9, 2020, respectively (collectively, the "Amended and Restated Lease Agreement" or "Lease").

Lessee's long and troubling history of violations constitute repeated, continuous and longstanding violations of Lessee's contractual obligations to keep the Property in a good state of repair, maintain animals in accordance with applicable law, and comply with all laws as set forth in Section 11 (as amended) and Section 29 of the Amended and Restated Lease Agreement.

I. DEFAULTS AND NOTIFICATIONS OF DEFAULTS BY LESSOR

Although Lessor herein details Lessee's extensive history of defaults, each and every material default constitutes an independent basis on which Lessor seeks to terminate the Lease.

As a consequence of these violations and defaults of the Lessee's obligations, this letter serves to notify Lessee of Miami-Dade County's decision to terminate the Lease. Commensurate with this **Notice of Termination** we hereby demand that Lessee vacate and surrender the Property by **April 21, 2024 ("Date of Termination")**.

a. Maintenance of Animals

First, the Lease requires MS Leisure Company, Inc. to "maintain animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act as applicable." *See* Section 11. Additionally, the Lessee is required to comply with "all applicable laws, rules, regulations, ordinances and statutes." *See* Section 29.

On November 28, 2022, Lessor issued a Notice of Non-Compliance related to MS Leisure Company Inc.'s failure to comply with applicable law in accordance with Section 29 of the Lease. The default was a result of several violations found related to animal care by the United States Department of Agriculture ("USDA"). Another Notice of Default was issued on November 1, 2023, for violations of Sections 11 and 29 of the Lease again as related to failure to comply with applicable law as related to animal care. Again, on December 22, 2023, Lessor sent a Notice of Default for violations of Section 11 and 29 of the Lease as related to animal care.

These Notices were the result of the Lessee failing to provide for the safe and adequate maintenance of the animals in its care in violation of applicable federal law on countless occasions, as set forth in the alarming observations and conclusions documented by the USDA in its many reports. For example, between July 6, 2022, and January 9, 2024, Lessee has been cited by the USDA seven times for failing to adequately maintain facilities, seven times related to inadequate veterinary care, two times for inadequate handling of animals (in one instance resulting in a patron being bitten during a dolphin encounter), three times for failure to maintain outdoor facilities, three times for failing to have adequate staff, two times for failure to maintain indoor facilities, and three times for inadequate water quality. These continuous, repeated and ongoing violations represent not just a default under the terms of the Lease that requires termination, but a complete disregard for the safety of the animals housed on the premises.

b. Maintenance of the Premises

Second, the Lease requires MS Leisure Company, Inc. to "keep the Demised Premises and all improvements and personal property thereon … in a good state of repair and in a clean condition … similar to other facilities maintained by Lessee". *See* Section 11. Additionally, as previously noted, the Lessee is required to comply with "all applicable laws, rules, regulations, ordinances and statutes". *See* Section 29.

On December 22, 2023, Lessor issued a Notice of Default related to Lessee's violation of the Miami-Dade County Building Code (Case No. 20240226206). The Property has been the subject of numerous Notices of Violations issued by the Building Official finding that structures

on the Property are unsafe and structurally deficient. Specifically, on December 13, 2023, Lessee and Lessor were notified of several violations on numerous structures, including failure to maintain Flipper Stadium, failure to maintain Manatee Tank Area, and failure to maintain Dolphin Stadium, among other things. These violations represent Lessee's failure and refusal to maintain the Property and its improvements in a good state of repair.

Additionally, the United States Department of Agriculture ("USDA") inspected the Property and noted the Property's structural deficiencies posed serious risks to the animals. As noted above, on November 1, 2023, Lessor provided Notice of Default for Lessee's violations of Sections 11 and 29 of the Lease because, among other things, the USDA's July 17, 2023 inspection found that Lessee "failed to maintain marine mammal enclosure in good repair and protect the animals from injury."

II. ADDITIONAL NOTICE OF DEFAULTS

Additionally, the Lessor hereby provides notice of the following defaults that were not the subject of prior Notices to Lessee:

- Lessee has been the subject of numerous Notices of Violations issued by the Building Official dating as far back as 2022 finding that structures on the Property are unsafe and structurally deficient, including the Whale Bowl (Case No. 20210211387-U), the Golden Dome (Case No. 20210211348-U), and Corridor A (20230218376-U), and Building U (Case No. 20240226206). Lessee is currently in noncompliance with the Building Official's safety requirements on these three (3) Unsafe Structures Cases (Whale Bowl, Golden Dome, and Corridor A).

- On several occasions the United States Department of Agriculture ("USDA") inspected the Property and noted the structural deficiencies that posed serious risks to the animals. For example, on November 28, 2023, USDA reported the deficient condition of the penguin building, parrot trailer, dolphin pools, sea lion holding, and perimeter fencing. On November 14, 2023, USDA reported the deficient condition of the Golden Dome stadium, sealion housing and perimeter fencing. On October 16, 2023, USDA reported the deficient condition of the parrot trailer, dolphin pools, perimeter fencing, penguin building, flamingo enclosure, and Tropical Wings building. The USDA's reports describe the deficient and dangerous conditions that Lessee has allowed to persist on the Property, which in many instances has resulted in injury to the animals and the animals' ingestion of foreign materials degrading from the poorly maintained Property improvements.

- According to our records, as of this writing, the Seaquarium has not submitted its evidence of certifications with the Alliance of Marine Mammal Parks and Aquariums ("AMMPA") and the American Humane Association (or similar third-party validated program). The Seaquarium must also commit to using reasonable efforts to seek Association of Zoos & Aquariums ("AZA") accreditation, in accordance with Section 5 of the Third Amendment adding new Amended and Restated Lease Agreement Section 27, subsection R, Certifications.

- The Seaquarium has not submitted to the County its annual report on the implementation of conservation and education programs, and awareness campaigns for the community, including the development of a classroom curriculum for routine and periodic instruction and education to the public and students that incorporates environmental protection, science conservation, and other educational programs. Such programming shall also include programming for neurodivergent children and adults, in accordance with Section 5 of the Third Amendment adding new Amended and Restated Lease Agreement Section 27, subsection S, Conservation, Educational, and Environmental Awareness Programs.

III. TERMINATION

Accordingly, Lessor hereby provides this **Notice of Termination and Notice of Default** in accordance with Section 16, Default, due to Lessee's ongoing failure to timely cure its non-monetary default under the Amended and Restated Lease Agreement, despite being afforded such additional time as was reasonably necessary to cure any curable events of default.

Please sign and date indicated below, acknowledging that Lessee will surrender and deliver possession of the Property back to the Lessor effective no later than April 21, 2024, and return this signed and dated document by March 11, 2024 via certified mail. Please be advised that should Lessee fail to sign and return this document to Lessor on or before March 11, 2024, Lessor shall avail itself of any and all legal means to enforce its rights and remedies.

The Lessor reserves all of its rights under the Amended and Restated Lease Agreement at law and in equity and nothing herein waives or shall be deemed to waive those rights. Lessor specifically reserves all rights to pursue termination on the basis of any defaults specified herein or any other defaults that merit termination.

Should you have any questions regarding this matter, please contact me at: (305)375-2448, or by email at: jimmy.morales2@miamidade.gov .

Thank you for your time and attention to this matter.

Sincerely,



c: Geri Bonzon-Keenan, County Attorney
Maria Nardi, Director, Parks, Recreation and Open Spaces

Certified Mail Number: 70001670000482035469

Acknowledgment of termination and surrender of possession:

By: _____

Dated:_____

Name and position: _____

Witnesses:

Name: _____

Name:_____

Signature:_____

Signature:_____

_____

Exhibit “E1”

Inspection Report

MS Leisure Company, Inc.

4400 Rickenbacker Causeway
Key Biscayne, FL 33147

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: ROUTINE INSPECTION
Date: 28-NOV-2023

3.150(a) **Repeat**

Facilities, general.

**The penguin building, and indoor enclosure have multiple problems that require attention. The metal frame around the glass, both on the outside and inside of the door, is rusted and breaking off, causing sharp edges that could pose a hazard to the penguins. Inside the enclosure, there are several areas where paint is peeling away from the walls and ceiling, and sections of the drywall are breaking off in different corners near the water feature and rock outcrops. Rust marks are running down the walls from rusty screws, and the main door frame is also rusted all the way around. This indoor area has multiple issues that need prompt addressing and maintenance for the safety of the penguins.

**In the remaining parrot trailer in use, there are still areas of the wall behind one of the cages that are damaged from a parrot chewing through the metal bars, and strips of paint are peeling off the ceiling. Staff stated that cages are usually pulled away from the wall to prevent this from happening. Allowing access to surfaces and materials that are not safe or appropriate for birds to chew or ingest can lead to illness or injury. All housing facilities for birds must be designed and constructed to be structurally sound for the species housed in them. Additionally, all housing facilities for birds must be kept in good repair and protect the birds from injury.

2.40(b)(1) **Critical** **Repeat**

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

**At the time of the inspection, Clarity, the manatee, showed evidence of a progressive skin condition. She is currently covered with a thick layer of algae and has patchy white discolorations around her nostrils, mouth, and face, extending to the axillary region, both front flippers, with numerous large white patchy lesions on the ventral abdomen. According to the care staff and AV, these white patches have grown in size and spread over the last several weeks. Due to a lack of appropriate facilities and the inability to drop the pool, coupled with the absence of necessary equipment, the AV has been unable to thoroughly examine Clarity. A comprehensive examination is essential for diagnosis and to formulate a treatment plan. The lack of appropriate facilities and equipment is affecting the AV's ability to provide proper care for this animal. Although the facility has arranged for Clarity to be moved to another facility capable of ensuring care, all pre-shipment bloodwork expense were covered by the receiving facility. This facility needs to meet the requirements of this subpart to ensure the attending veterinarian has the necessary equipment and facilities to conduct the diagnostics required for an appropriate treatment plan for all animals in need of veterinary attention.

Prepared By: COLETTE KIRK EL-AMIN
USDA, APHIS, Animal Care
Title: VETERINARY MEDICAL OFFICER
Date: 07-DEC-2023

Received by Title: Facility Representative
Date: 07-DEC-2023

Inspection Report

**The attending veterinarian has concerns that several dolphins (Ripley, Panama, Onyx, and Sundance) are showing signs of gastric distress and abnormal samples from these animals continue to be found. Ripley is known to consume and regurgitate non-food items. The AV suspects that several dolphins may have ulcers and possibly foreign bodies, necessitating an endoscope for confirmation of diagnosis and to proceed with a more targeted treatment plan.

To ensure adequate veterinary care, the AV will require appropriate facilities, personnel, equipment, and services deemed necessary to perform the diagnostic tests essential for proper diagnosis and treatment, aligning with subpart sub part E 3.110 (f). At the time of inspection, the facility still has not acquired an endoscope.

3.101(a) **Repeat**

Facilities, general.

**Two dolphin pools in Dolphin Harbor are in disrepair. The medical pool has a section of concrete near the slide-out that is broken, causing rough edges that could potentially injure the dolphins in that pool. Additionally, the steps in pool A are also in similar disrepair, with sections of concrete missing, and needs to be repaired. A facility work order for both these areas was submitted on August 21, 2023, but neither area has been addressed and there is no timeline stating when they will be fixed. Enclosures must be maintained in good repair for the safety of the animals and the facility needs to make corrective actions in a timely manner once work orders are submitted to ensure the safety of the marine mammals.

**In sea lion holding, a metal grate that covers a pit, which is an access point to the filtration system, was not secured after recent work and the inspector noted the grate was slightly shifted. This grate, if left unsecured, can be a potential hazard to the sea lions in the holding as they can easily move the metal grate giving them access to the pit and equipment, which could cause injury to the animals. This grate needs to be secured after every time it is opened for the safety of the animals.

3.103(c) **Repeat**

Facilities, outdoor.

**The facility's perimeter fence has multiple areas that require attention due to disrepair. On the bay side, several support beams were rusted at the base to the point the were no longer connected to the concrete, making it easy to move the fencing significantly when pushed. These areas need prompt attention to maintain the structural integrity of the fencing in this section.

**The perimeter fencing along the east side of the facility had several sections where razor wire was hanging down low over the fence, posing a potential hazard and affecting the strength of the barbed wire that ensures the fencing is 6 feet high. Defects in the perimeter fence can allow animals and unauthorized people to enter and exit the area, gaining access to the animals at the facility. Stay cats were observed entering the facility, and a few employees mentioned seeing foxes on the grounds. Perimeter fencing must be regularly checked and maintained to ensure it protects marine mammals by restricting animals and unauthorized persons from having contact with the marine mammals.

3.106(b)(1)

Water quality.

Prepared By: COLETTE KIRK EL-AMIN
USDA, APHIS, Animal Care
Date: 07-DEC-2023

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative
Date: 07-DEC-2023

Inspection Report

From the last week in October throughout all of November, the coliform counts for sea lion holding GD 4 have been excessively high, well over 1,000 Most Probable Number (MPN). While the pool was dropped and cleaned a few times during that time, there were periods of time where the total coliform counts were excessively high without mitigation, the longest being over one week, from November 1 - 7. Coliform counts were documented below:
25Oct23- >24,190.6 MPN
01Nov23- 9,200.8 MPN.
02Nov23->24,190.6 MPN
03Nov23->24,190.6 MPN
06Nov23->24,190.6 MPN
14Nov23 - 17,320.9 MPN.
17Nov23- 3,070.6 MPN.
20Nov23- >24,190.6 MPN
24Nov23- >24,190.6 MPN
28Nov23- 6,860.7 MPN

High counts of coliform bacteria in the environments of marine mammals pose a risk to the health of these animals. The facility must maintain water quality which is not detrimental to the health and the well-being of the animals and must ensure that appropriate and effective corrective and preventive actions are taken when high coliform counts, or other water quality concerns are detected.
Correct by: Dec 13, 2023

3.108(a) **Repeat**

Employees or attendants.

The facility continues to have an inadequate number of trained employees in the Veterinary Care department. Currently a single veterinarian is employed to care for the 46 marine mammals, 50 birds, and hundreds of fish, sharks and rays housed at the facility. Without veterinary technicians, the veterinarian has had to postpone routine physical exams since March, to allow for the continued prioritization of sick and/or urgent cases until additional staff can be hired. Insufficient staffing can lead to poor husbandry practices and hinder the veterinary staff's ability to provide routine care and maintenance for the animals. A sufficient number of adequately trained employees or attendants, responsible to management and working in concert with the attending veterinarian, must be utilized to maintain the prescribed level of husbandry practices.

3.150(c)(2) **Repeat**

Facilities, general.

In the Tropical Wings section, there are still multiple indoor and outdoor metal enclosures that showed evidence of excessive rust. There are areas of bubbling and flaking paint due to rust and areas where the metal is rusted through. Excessive rust can compromise structural strength, present roughened and jagged surfaces where it is possible for the birds to injure themselves and prevent proper cleaning and sanitization of a surface. Any surfaces that come in contact with the birds must be free of rust or damage that affects the structural integrity of the surface or prevents cleaning.

3.151(b) **Repeat**

Prepared By: COLETTE KIRK EL-AMIN
USDA, APHIS, Animal Care
Date: 07-DEC-2023

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative
Date: 07-DEC-2023

Facilities, indoor

*The ventilation problem within the penguin indoor enclosure, housing 9 penguins, has not been addressed since the last inspection. There is still an excessive accumulation of moisture condensation on the ceiling, leading to numerous spots of black mold growth and areas of bubbling and peeling paint that are still visibly hanging down into the enclosure.

*The air filter in the ventilation duct for the penguin enclosure was removed in August and has not been replaced. Consequently, there is excess dust and debris blowing directly into the exhibit area. A mechanism is required to reduce the amount of aerosolized debris entering the enclosure.

*While one of the bird trailers is in the process of being refurbished, the remaining trailer housing several parrots still has a strong noxious odor permeating the air. This odor is consistently present, and no windows were open at the time of the inspection to aid in air flow. The facility has placed two air purifiers in this area; however, there is still insufficient ventilation.

Mold, mildew, poor air quality, and noxious odors can cause illness in birds. Indoor housing facilities must be sufficiently and consistently ventilated when birds are present to ensure their health, to prevent discomfort or distress, and minimize accumulations of moisture condensation, odors, and levels of ammonia, chlorine, and other noxious gases.

3.152(b)

Facilities, outdoor

There is no shelter from inclement weather in the flamingo yard. This yard houses 29 flamingos and is a large area located near the entrance of the park. Storms and high wind events are a frequent occurrence in this area. Outdoor housing facilities must provide adequate shelter that is adequately ventilated in hot weather and that is large enough to comfortably contain all the birds to prevent discomfort from direct sunlight, and offer effective protection from excessive rain, hail, or wind. This needs to be corrected for the welfare of the birds.
Correct by February 5, 2024.

3.153(a)(2)

Primary enclosures.

In the Tropical Wings section for the parrots, most of the perching needs to be replaced. Many of the wood perches have been chewed excessively shortening their length and limiting the parrot's movement around the area. Some of the perches have been stripped and are so smooth that there is less grip for the birds as they move around. Perches that enrich a bird's environment must be maintained in good condition. A sufficient number of perches must be available that vary in size, shape, strength, texture and placement to comfortably hold all the birds. The manager for the area states that she has tried unsuccessfully to order additional enrichment and perching for these birds. The perching for these birds needs to be addressed for their psychological and physiological well-being.
Correct by January 10,2024.

3.154(c)(2)

Environment enhancement to promote psychological well-being.

The facility has created an avian enrichment plan, but the plan does not consider the special needs of the birds that show signs of being in psychological distress through behavior or appearance. The facility houses a bonded pair of macaws that has feather plucked each other extensively and a third parrot that has self-plucked and is housed alone. These birds have been identified but their additional enrichment needs have not been documented. This needs to be addressed for their psychological wellbeing.
Correct by: Dec 16, 2023

3.157(a)(2) **Repeat**

Water quality.

* In the enclosure housing 29 flamingos, there is still an area of poor drainage along the water feature where the ground has eroded. There is also a trough that is part of the cement pond that does not connect to a functional drain. The staff has started to add material to the area to reduce the amount of water but at the time of the inspection, this project was not completed, and the size of this area is large. Stagnant water can attract pests, produce noxious odors, and could lead to disease or illness in the animals.

*The coliform counts in flamingo pools have been well over 1,00 MPN for the month of November and are a current concern by the AV. She has stated that she wants the coliform counts to be within industry standards for the birds which is at or below 1,000 MPN. Counts documented:
01Nov23- >24,190.6 MPN
08Nov23- >24,190.6 MPN
14Nov23- >24,190.6 MPN
24Nov23- >24,190.6 MPN

Pools or other aquatic areas without drainage systems must be aerated and have an incoming low of fresh water or be managed in a manner that maintains appropriate water quality in accordance with current professionally accepted standards appropriate for the species.

3.159

Employees

Based on the number of non-compliant items identified in this report, this facility does not have enough adequately trained employees that can maintain the professional acceptable level of husbandry and handling practices for the animals in their collection. Extensive maintenance is required for all bird areas to maintain enclosures in good repair for the safety and health of the birds.
Correct by January 10, 2024.

This inspection and exit interview were conducted with facility representatives.

Inspection Report

Additional Inspectors:

Laurie Gage, Field Zoological Species Specialist

ANDREA D AMBROSIO, ANIMAL CARE INSPECTOR

Prepared By: COLETTE KIRK EL-AMIN
USDA, APHIS, Animal Care

Title: VETERINARY MEDICAL OFFICER

Date: 07-DEC-2023

Received by Title: Facility Representative

Date: 07-DEC-2023

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 28-Nov-2023

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	28-NOV-2023

Count	Scientific Name	Common Name
000013	*Zalophus californianus*	CALIFORNIA SEA LION
000008	*Phoca vitulina*	HARBOR SEAL
000019	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000003	*Trichechus manatus*	CARIBBEAN MANATEE
000009	*Spheniscus demersus*	AFRICAN PENGUIN / CAPE PENGUIN
000029	*Phoenicopterus ruber*	AMERICAN FLAMINGO
000004	*Ara chloropterus*	RED-AND-GREEN MACAW / GREEN-WINGED MACAW
000002	*Ara macao*	SCARLET MACAW
000001	*Ara militaris*	MILITARY MACAW
000005	*Ara ararauna*	BLUE-AND-YELLOW MACAW / BLUE-AND-GOLD MACAW
000001	*Ara, Anodorhynchus, Primolius, Diopsittaca spp hybrid*	MACAW HYBRID
000002	*Amazona autumnalis*	RED-LORED PARROT / RED-LORED AMAZON
000001	*Cacatua galerita*	SULPHUR-CRESTED COCKATOO / GREATER SULPHUR-CRESTED COCKATOO
000003	*Cacatua alba*	WHITE COCKATOO / UMBRELLA COCKATOO
000001	*Cacatua moluccensis*	SALMON-CRESTED COCKATOO / MOLUCCAN COCKATOO
000001	*Psittacus erithacus*	CONGO AFRICAN GREY PARROT / GRAY PARROT
000102	**Total**	

Exhibit “E2”

Inspection Report

MS Leisure Company, Inc.

4400 Rickenbacker Causeway
Key Biscayne, FL 33147

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: ROUTINE INSPECTION
Date: 16-OCT-2023

3.150(a)

Facilities, general.

In the trailer that provides indoor housing for 11 parrots, there are two areas of wall behind one of the cages that are damaged from a parrot chewing on it through the metal bars. Staff stated that cages are usually pulled away from the wall to prevent this from happening.
Allowing access to surfaces and materials that are not safe or appropriate for birds to chew or ingest can lead to illness or injury. All housing facilities for birds must be designed and constructed so that they are structurally sound for the species of bird housed in them. All housing facilities for birds must be kept in good repair and protect the birds from injury.
To be corrected by November 1, 2023.

2.40(a)(2) **Direct** **Repeat**

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

The facility failed to assure the attending veterinarian had appropriate authority. Records indicate that on numerous occasions, the attending veterinarian (AV) made the determination that certain actions needed to be taken, however the facility did not follow through with these actions.
- On 9/26/23, the medical record for “Sushi”, an adult female California sealion, stated that she had been holding her right eye closed and rubbing both eyes. The veterinary plan in the record involved stressing the importance of getting her cataract surgery scheduled soon with an external specialist; however, the facility did not take initial steps to schedule the procedure. On 9/28/23, the medical record stated that “Sushi” was slow to eat and the plan again stressed the importance of scheduling cataract surgery. Starting on 10/11/23, “Sushi” began variably refusing food. By 10/15/23 and throughout the 3-day USDA inspection, she was completely refusing food, due to eye pain, per the medical records. At the time of inspection, cataract surgery still has not been scheduled.
-On 9/11/23, the medical records for multiple animals state that the veterinarian is unable to perform necessary diagnostics as the facility no longer has access to an ultrasound, radiography, or endoscopy. It is also noted that there is no access to a functioning anesthesia machine for emergencies.
- On 10/10/23 and 10/12/23, in the medical records for “Onyx”, a male bottlenose dolphin, the attending veterinarian states she needs to perform an ultrasound exam but there is no ultrasound available.
- On 10/11/23, in the medical records for “Ringo” and “Cayman”, two male bottlenose dolphins, the veterinarian states she needs to perform radiographs or a CT scan to confirm that they have no active infection but no imaging was available.
- On 7/5/2023, and again on 10/11/23, the AV notes that she does not have access to a functioning gastroscope, which

Prepared By: KATIE PRICE
USDA, APHIS, Animal Care
Date: 09-JAN-2024

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative
Date: 09-JAN-2024

she calls essential for adequate diagnostics and treatment of the animals at the facility.
- The attending veterinarian has been unable to perform a full annual physical exam, which includes weights, on the three adult manatees held at the facility in more than 5 years, because the facility has not provided scales that can be used in these enclosures.

Failure to ensure that the attending veterinarian has appropriate authority over the veterinary care, including prevention, diagnostics, and treatment of the animals, can lead to unnecessary stress, discomfort, and suffering of the animals. Each dealer and exhibitor shall assure that the attending veterinarian has appropriate authority to ensure the provisions of adequate veterinary care and to oversee the adequacy of other aspects of animal care and use.

2.131(c)(1) **Repeat**

Handling of animals.

On August 1, 2023, “Zo”, a dolphin housed at Flipper Stadium, was kicked in the mouth by a member of the public during an animal encounter. This resulted in a superficial cut to the guest’s ankle. During the interaction, the guest did not grab on to the dolphin, and “Zo” sank and circled the guest with his mouth open. “Zo” ignored two hand slaps from trainers to call him back from the guest. The guest was kicking frantically in the water which led to “Zo” being kicked in the mouth.
Inadequate handling or control of animals during public interactions can lead to injury of the public and the animals. During public exhibition, any animal must be handled so there is minimal risk of harm to the animal and to the public.

3.101(a)(1) **Repeat**

Facilities, general.

On the morning of 9/22/23, one dolphin “Ripley” housed at Flipper Stadium presented to trainers with a two-inch nail, mangrove pods, and small pieces of shell in his throat. On the morning of 10/14/23, one dolphin “Bimini” in Dolphin Harbor presented to trainers with a broken bolt in her mouth.
On 7/6/23, 7/10/23, and 8/22/23, one dolphin “Onyx” at Dolphin Harbor jumped the barrier between pools to join another social group.
Enclosures that are not kept in good repair may produce foreign material which could be ingested and become injurious to the animals. Enclosures that are not structurally sound or constructed in a way that is appropriate for the species may not properly contain the animals which could lead to injury of the animal or conspecifics. Indoor and outdoor housing facilities for marine mammals must be structurally sound and must be maintained in good repair to protect the animals from injury and to contain the animals within the facility.

3.103(c) **Repeat**

Facilities, outdoor.

The facility’s perimeter fence has multiple areas where the bottom of the chain link fence or gate is not flush with the substrate on the ground. There is also a section of the perimeter fence where the barbed wire on top is drooping to the point that it has become perpendicular to the fence and is no longer 6 feet in height.
Defects in the perimeter fence can allow animals and unauthorized people to enter and exit the area and gain access to the animals behind it. The perimeter fence must be at least 6 feet high and constructed so that it protects marine mammals by restricting animals and unauthorized persons from going through it or under it and having contact with the

marine mammals, and so that it can function as a secondary containment system for the animals in the facility when appropriate.

3.107(d)

Sanitation.

At the time of inspection at the facility's vet clinic, there was a large number of ants present on and inside the cabinet housing vitamins and supplements that can be used for the marine mammals. The staff stated that they had arrived that morning to ants all over the front room of the clinic which they cleaned to the best of their abilities.
Ants can contaminate or damage medications, supplements, and vitamins that are meant for the animals. The facility must establish and maintain a safe and effective program for the control of insects, ectoparasites, and avian and mammalian pests.
To be corrected by November 1, 2023.

3.109 **Repeat**

Separation.

"Romeo", an adult male manatee is still being housed alone in Pompano Pool 1. The facility has implemented in-pool social interactions between "Romeo" and keepers and have an enrichment schedule; however, there is not a written plan approved by the attending veterinarian, and developed in consultation with the husbandry/training staff that includes the justification for the length of time the animal will be kept separated or isolated or provisions for periodic review of the plan by the attending veterinarian.
Manatees are semi-social animals and do better medically and psychologically when they are housed in pairs or groups. Marine mammals, whenever known to be primarily social in the wild, must be housed in their primary enclosure with at least one compatible animal of the same or biologically related species.
Animals housed separately must have a written plan, approved by the attending veterinarian, developed in consultation with the husbandry/training staff, that includes the justification for the length of time the animal will be kept separated or isolated, information on the type and frequency of enrichment and interaction, if appropriate, and provisions for periodic review of the plan by the attending veterinarian.

3.150(c)(2)

Facilities, general.

In the Tropical Wings section, there are multiple indoor and outdoor metal enclosures that showed evidence of excessive rust. There are areas of bubbling and flaking paint due to rust and areas where the metal is rusted through.
Excessive rust can compromise structural strength, present roughened and jagged surfaces where it is possible for the birds to injure themselves and prevent proper cleaning and sanitization of a surface. Any surfaces that come in contact with the birds must be free of rust or damage that affects the structural integrity of the surface or prevents cleaning.
To be corrected by November 15, 2023.

3.151(b)

Facilities, indoor

In the indoor enclosure housing 9 penguins, there is an excessive accumulation of moisture condensation on the ceiling. This has led to numerous spots of black growth as well as areas of bubbling and peeling paint that is starting to droop

down into the enclosure.
In the trailer that provides indoor housing for 11 parrots, there is a strong noxious odor permeating the air. This odor is present even after the trailer has been cleaned and with no birds present. The facility previously had issues with air quality in these bird trailers that contributed to air sacculitis in one macaw. The facility has placed two air purifiers in each indoor parrot area; however, there is still not enough ventilation.
Mold, mildew, poor air quality, and noxious odors can cause illness in birds. Peeling paint can fall into the enclosure and be ingested by the penguins. Indoor housing facilities must be sufficiently ventilated at all times when birds are present to provide for their health, to prevent their discomfort or distress, and to minimize accumulations of moisture condensation, odors, and levels of ammonia, chlorine, and other noxious gases. The ventilation system must minimize drafts.
To be corrected by November 1, 2023.

3.154

Environment enhancement to promote psychological well-being.

At the time of inspection, the facility has not established a complete environment enhancement plan (EEP) to promote the psychological well-being of the birds. There is an enrichment schedule and outline for the parrots housed in Tropical Wings; however, there is no plan in place for the penguins and flamingos at the facility. There are also no special considerations listed for birds that show signs of psychological distress, including three parrots that have evidence of feather destructive behavior.
Failure to establish and maintain an EEP can result in birds not receiving adequate enrichment which can lead to behavioral, social, health, and other psychological problems. The plan must address at a minimum social grouping, environmental enrichment, special considerations, restraint devices, and any birds that are exempted by the attending veterinarian because of health issues or other conditions. The plan must be approved by the attending veterinarian. The licensee must establish and maintain an EEP for the birds.
To be corrected by November 1, 2023.

3.157(a)(2)

Water quality.

In the enclosure housing 29 flamingos, there is an area of poor drainage along the water feature where the ground has eroded. There is also a trough that is part of the cement pond that does not connect to a functional drain. Both areas contain stagnant, murky water with green algae growing in it. Bugs were also seen gathered along the edges of this muddy area. The staff stated that they try to flush these spaces out once a week; however, the spaces never completely dry and always contain water. At the time of inspection, it had been one week since these areas had been flushed out. Stagnant water can attract pests, permeate noxious odors, and lead to disease or illness in the animals. Pools or other aquatic areas without drainage systems must be aerated and have an incoming flow of fresh water or be managed in a manner that maintains appropriate water quality in accordance with current professionally accepted standards appropriate for the species.
To be corrected by November 15, 2023.

3.158(d)

Cleaning, sanitization, housekeeping, and pest control.

Inspection Report

At the time of inspection at the facility's vet clinic, there was a large number of ants present on and inside the cabinet housing vitamins and supplements that can be used for the birds. The staff stated that they had arrived that morning to ants all over the front room of the clinic which they cleaned to the best of their abilities.
Ants can contaminate or damage medications, supplements, and vitamins that are meant for the animals. The facility must establish and maintain a safe and effective program for the control of insects, ectoparasites, and avian and mammalian pests so as to promote the health and well-being of the birds and reduce contamination by pests.
To be corrected by November 1, 2023.

This inspection and exit interview were conducted with facility representatives.

Additional Inspectors:

E GONZALEZ, VETERINARY MEDICAL OFFICER

Prepared By: KATIE PRICE
USDA, APHIS, Animal Care

Date: 09-JAN-2024

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative

Date: 09-JAN-2024

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 16-Oct-2023

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	16-OCT-2023

Count	Scientific Name	Common Name
000013	*Zalophus californianus*	CALIFORNIA SEA LION
000008	*Phoca vitulina*	HARBOR SEAL
000019	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000003	*Trichechus manatus*	CARIBBEAN MANATEE
000009	*Spheniscus demersus*	AFRICAN PENGUIN / CAPE PENGUIN
000029	*Phoenicopterus ruber*	AMERICAN FLAMINGO
000004	*Ara chloropterus*	RED-AND-GREEN MACAW / GREEN-WINGED MACAW
000002	*Ara macao*	SCARLET MACAW
000001	*Ara militaris*	MILITARY MACAW
000005	*Ara ararauna*	BLUE-AND-YELLOW MACAW / BLUE-AND-GOLD MACAW
000001	*Ara, Anodorhynchus, Primolius, Diopsittaca spp hybrid*	MACAW HYBRID
000002	*Amazona autumnalis*	RED-LORED PARROT / RED-LORED AMAZON
000001	*Cacatua galerita*	SULPHUR-CRESTED COCKATOO / GREATER SULPHUR-CRESTED COCKATOO
000003	*Cacatua alba*	WHITE COCKATOO / UMBRELLA COCKATOO
000001	*Cacatua moluccensis*	SALMON-CRESTED COCKATOO / MOLUCCAN COCKATOO
000001	*Psittacus erithacus*	CONGO AFRICAN GREY PARROT / GRAY PARROT
000102	**Total**	

Composite Exhibit “E3”

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

CFN: 20210654067 BOOK 32717 PAGE 2420
DATE:09/02/2021 07:39:16 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

COC OFFICIAL USE ONLY

MIAMI-DADE COUNTY
PARKS AND RECREATION
275 NW 2ND ST 4FL
MIAMI, FL 33128-1794

DATE: 8/24/2021
CASE NUMBER: 20210211387

VIOLATION ADDRESS: 3400 RICKENBACKER CSWY WHALE BOWL

BUILDING DESCRIPTION	BUILDING OFFICIAL'S ORDER	SECURING METHOD	ENGINEER CERTIFICATION
[A] 1-STORY CBS COMMERCIAL BLDG	REPAIR OR DEMOLISH	BOARDING, CONCRETE BLOCKS, SHUTTERS, FENCING	

COC OFFICIAL USE ONLY

The above described structure(s) has/have been inspected by this department and found to be unsafe as defined in the provisions of Section 8-5 of the Code of Miami-Dade County and the Florida Building Code. The defects listed on the attached Explanation of Violations have rendered the above structure(s) to be unsafe. The specific details concerning the violations can be obtained in writing from the Building Official on request. In accordance with the provisions of Section 8-5(h) of the Code of Miami-Dade County, you are directed to correct the violations as ordered by the Building Official and further described on the attached Explanation. Unless there is compliance with the instructions in the Notice of Violation, an appeal is filed or an extension of the time to comply is requested in writing to the Building Official and granted, a public hearing before the Unsafe Structures Board will be initiated by the Building Official after the time for compliance has expired, or the Building Official's order will be enforced in accordance with the provisions of Section 8-5(h) without further notice to you.

If you want to appeal the decision of the Building Official as detailed in this Notice of Violation and Explanation of Violations, such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures Board, , Miami-Dade Department of Regulatory and Economic Resources, Permitting and Inspection Center, Board Administration Section, 11805 SW 26 St. (Coral Way), Room 230, Miami, Florida 33175-2474. The appeal should be in the form of a statement, indicating the reason(s) for such an appeal and stating wherein you consider the Building Official to be in error. Appeals based on personal or economic hardship will not be considered proper unless the appellant also states wherein the Building Official is believed to be in error. The appeal must be received by the Unsafe Structures Board no later than thirty (30) days from the date this Notice of Violations is posted on the property. No demolition work can be performed without first obtaining the correct permit through the Unsafe Structures Unit of the Department of Regulatory and Economic Resources.

If you want to request an extension of time to comply with this Notice of Violations, such request shall be made in writing by owner or duly authorized representative prior to the expiration of the period allowed for compliance and addressed to the Building Official, Miami-Dade County Department of Regulatory and Economic Resources, Permitting and Inspection Center, Unsafe Structures Unit, 11805 S.W. 26 Street, Miami, Florida 33175. The request must be in the form of a statement indicating the reason(s) an extension is needed. Such request must satisfy the Building Official that the extension is warranted by one or more of the circumstances stated in Section 8-5(h)(8) of the Code of Miami-Dade County and must contain a statement that the building or structure is and has at all times been in full compliance with all of the conditions of Section 8-5(h).

dotnet:Miami-Dade County Department of Regulatory and Economic Resources Unsafe Structures Case Number = 20210211387

COC OFFICIAL USE ONLY

Under the provisions of Section 8-5(k) of the Code of Miami-Dade County, you are responsible for all of the enforcement costs, including appellate processing costs incurred by Miami-Dade County. The issuance of this Notice of Violation will result in the Department assessing applicable costs against this property which may exceed Six Hundred and Fifty Dollars ($650.00) even though you corrected the violations prior the case being closed. Your property will also be subject to a lien for those costs, if payment is not made upon request by the Department. Pursuant to Section 8-5 (k) (4), "The enforcing agency may institute a suit to cover such expenses against any liable person or may cause such expenses to be charged against the property on which the violation occurred as a lien or as a special assessment collectible according to established procedures." A lien accruing interest at Twelve Percent (12%) per annum will be recorded against the property in the public records of Miami-Dade County if administrative costs are not paid on demand, typically when the case is closed and in compliance. Further, the County may also institute foreclosure proceedings.

Building Inspector

John Diez
Print Name

Edward A. Rojas
Building Official

By Ricardo Roig
Assist. Director, Code Compliance Division

Attachments: Explanation of Violations, Required Corrective Action. This instrument is filed pursuant to Section 8-5(g)(h)(7) of the Code of Miami-Dade County, and all persons having or acquiring any interest in the above described property are hereby notified of the existence of said violations, penalties and monetary fees or fines as prescribed by law.

Seal

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

dotnet:Miami-Dade County Department of Regulatory and Economic Resources Unsafe Structures Case Number = 20210211387

COC OFFICIAL USE ONLY

VIOLATION ADDRESS: 3400 RICKENBACKER CSWY WHALE BOWL **CASE NUMBER:** 20210211387

OWNER NAME: MIAMI-DADE COUNTY

LEGAL: 20 54 42 300 AC M/L' BEG AT NE COR SEC 20 TH W TO NW' COR OF SEC TH S2300FT TH ELY TO' X N/S C/L OF SEC TH S ALG C/L TO' S/L OF SEC TH NELY TO SE COR OF' N1/4 TH N ALG E/L OF SEC TO POB' BEING PARCEL 3 PER PB 3069-248' WHICH INCLUDES GOUT LOTS 1 -2 & 3' IN SAID SEC 20 TOGETHER WITH' FILLED LANDS & SUBMERGED LANDS' ADJ THERETO LESS DEEDS 4165-257' & 4175-743 TO USA&LESS DEED 5709' -584 TO UNIVERSITY OF MIAMI INC' & LESS PORT LEASED TO MARINE' EXCEPTING THEREFROM LESS OUT PORT' OF LEASE & LESS RESO R384-72 TO' UNIVERSITY OF MIAMI & LESS' RES R-81-68 & LESS BEG NE COR OF' SEC TH N 89 DEG W 125.20FT SELY' AD 303.27FT SWLY AD 517.03FT SELY' AD 381.58FT S 45 DEG E 630FT N TO' POB & LESS COMM ATX OF C/L OF' RICKENBACKER CSWY & S/L OF SEC 17' TH S 45 DEG E 251.67FT N 64 DEG E' 930.84FT S 45 DEG G 328.66FT FOR' POB TH S 89 DEG E 516.35FT SWLY' SELY AD 441.95FT N 45 DEG W' 642.48FT TO POB'

Structure ID	Violation Description
A	9003 THERE IS A FALLING AWAY, HANGING LOOSE OR LOOSENING OF SIDING, BLOCK, BRICK, OR OTHER BUILDING MATERIAL: SEC. 8-5 (b)(2)(i) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9004 DETERIORATED STRUCTURE OR STRUCTURAL PARTS: SEC. 8-5 (b)(2)(ii) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9015 DANGEROUS TO HUMAN LIFE AND WELFARE: SEC. 8-5 (a)(2) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE

COC OFFICIAL USE ONLY

REQUIRED CORRECTIVE ACTION AND COMPLIANCE PERIODS

DATE: August 20, 2021
CASE NUMBER: 20210211387

TO REPAIR OR COMPLETE THE BUILDING OR STRUCTURE

For structure(s) **A**, you must secure and maintain secure the building(s) or structure(s) at all openings, to include maintaining the premises clean and sanitary, free of debris, overgrown grass is not to exceed 36 inches, free of discoloration of graffiti by **9/13/2021.** The following securing methods are approved for securing the structure from unauthorized entry: boarding, concrete blocks, shutters, fencing or any combination thereof. The Building official has pre-approved the following securing methods: **X** Boarding **X** Concrete Blocks **X** Shutters **X** or Fencing.

For structure(s) **A**, you must obtain a building permit through the Unsafe Structures Unit prior to commencing work on securing the structures or building and all work must be completed by the date noted above as evidenced by final inspection approval.

For structure(s) **A**, you must obtain or renew the master building permit through the Department of Regulatory and Economic Resources by **12/2/2021**. If a master building permit is not required, then all required permits must be obtained by **12/2/2021**. The building(s) or structure(s) shall be repaired or completed and brought into full compliance with the Code of Miami-Dade County and the Florida Building Code by **4/1/2022**. Completion shall be evidenced by final inspection approval. Full compliance shall be determined by the Unsafe Structures Unit.

TO DEMOLISH THE BUILDING OR STRUCTURE

For structure(s) **A**, you must obtain a demolition permit from the Department of Regulatory and Economic Resources, Unsafe Structures Unit by **10/3/2021**.

For structure(s) **A**, you must complete the demolition by **10/23/2021**, to include removal of all demolition debris from the premises as evidenced by final inspection approval having been obtained by **10/23/2021**.

Property Owners and Interested Parties Attachment

Known Property Owners and Interested Parties for Case Number: 20210211387 as of 8/31/2021

COC OFFICIAL USE ONLY

ITEM	NAME	CARE OF	ADDRESS
1	NONE SHOWN		NONE SHOWN NONE SHOWN, FL 00000-0000 USA

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

CFN: 20210654012 BOOK 32717 PAGE 2350
DATE:09/02/2021 07:16:59 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

COC OFFICIAL USE ONLY

MIAMI-DADE COUNTY
PARKS AND RECREATION
275 NW 2ND ST 4FL
MIAMI, FL 33128-1794

DATE: 8/20/2021
CASE NUMBER: 20210211348

VIOLATION ADDRESS: 3400 RICKENBACKER CSWY GOLDEN DOME

BUILDING DESCRIPTION	BUILDING OFFICIAL'S ORDER	SECURING METHOD	ENGINEER CERTIFICATION
[A] 1-STORY CBS COMMERCIAL STRUCTURE	REPAIR OR DEMOLISH	BOARDING, CONCRETE BLOCKS, SHUTTERS, FENCING	

COC OFFICIAL USE ONLY

The above described structure(s) has/have been inspected by this department and found to be unsafe as defined in the provisions of Section 8-5 of the Code of Miami-Dade County and the Florida Building Code. The defects listed on the attached Explanation of Violations have rendered the above structure(s) to be unsafe. The specific details concerning the violations can be obtained in writing from the Building Official on request. In accordance with the provisions of Section 8-5(h) of the Code of Miami-Dade County, you are directed to correct the violations as ordered by the Building Official and further described on the attached Explanation. Unless there is compliance with the instructions in the Notice of Violation, an appeal is filed or an extension of the time to comply is requested in writing to the Building Official and granted, a public hearing before the Unsafe Structures Board will be initiated by the Building Official after the time for compliance has expired, or the Building Official's order will be enforced in accordance with the provisions of Section 8-5(h) without further notice to you.

If you want to appeal the decision of the Building Official as detailed in this Notice of Violation and Explanation of Violations, such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures Board, , Miami-Dade Department of Regulatory and Economic Resources, Permitting and Inspection Center, Board Administration Section, 11805 SW 26 St. (Coral Way), Room 230, Miami, Florida 33175-2474. The appeal should be in the form of a statement, indicating the reason(s) for such an appeal and stating wherein you consider the Building Official to be in error. Appeals based on personal or economic hardship will not be considered proper unless the appellant also states wherein the Building Official is believed to be in error. The appeal must be received by the Unsafe Structures Board no later than thirty (30) days from the date this Notice of Violations is posted on the property. No demolition work can be performed without first obtaining the correct permit through the Unsafe Structures Unit of the Department of Regulatory and Economic Resources.

If you want to request an extension of time to comply with this Notice of Violations, such request shall be made in writing by owner or duly authorized representative prior to the expiration of the period allowed for compliance and addressed to the Building Official, Miami-Dade County Department of Regulatory and Economic Resources, Permitting and Inspection Center, Unsafe Structures Unit, 11805 S.W. 26 Street, Miami, Florida 33175. The request must be in the form of a statement indicating the reason(s) an extension is needed. Such request must satisfy the Building Official that the extension is warranted by one or more of the circumstances stated in Section 8-5(h)(8) of the Code of Miami-Dade County and must contain a statement that the building or structure is and has at all times been in full compliance with all of the conditions of Section 8-5(h).

dotnet:Miami-Dade County Department of Regulatory and Economic Resources Unsafe Structures Case Number = 20210211348

COC OFFICIAL USE ONLY

Under the provisions of Section 8-5(k) of the Code of Miami-Dade County, you are responsible for all of the enforcement costs, including appellate processing costs incurred by Miami-Dade County. The issuance of this Notice of Violation will result in the Department assessing applicable costs against this property which may exceed Six Hundred and Fifty Dollars ($650.00) even though you corrected the violations prior the case being closed. Your property will also be subject to a lien for those costs, if payment is not made upon request by the Department. Pursuant to Section 8-5 (k) (4), "The enforcing agency may institute a suit to cover such expenses against any liable person or may cause such expenses to be charged against the property on which the violation occurred as a lien or as a special assessment collectible according to established procedures." A lien accruing interest at Twelve Percent (12%) per annum will be recorded against the property in the public records of Miami-Dade County if administrative costs are not paid on demand, typically when the case is closed and in compliance. Further, the County may also institute foreclosure proceedings.

Building Inspector

John Diez
Print Name

Edward A. Rojas
Building Official

By Ricardo Roig
Assist. Director, Code Compliance Division

Attachments: Explanation of Violations, Required Corrective Action. This instrument is filed pursuant to Section 8-5(g)(h)(7) of the Code of Miami-Dade County, and all persons having or acquiring any interest in the above described property are hereby notified of the existence of said violations, penalties and monetary fees or fines as prescribed by law.

Seal

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

dotnet:Miami-Dade County Department of Regulatory and Economic Resources Unsafe Structures Case Number = 20210211348

COC OFFICIAL USE ONLY

VIOLATION ADDRESS: 3400 RICKENBACKER CSWY GOLDEN DOME **CASE NUMBER:** 20210211348

OWNER NAME: MIAMI-DADE COUNTY

LEGAL: 20 54 42 300 AC M/L' BEG AT NE COR SEC 20 TH W TO NW' COR OF SEC TH S2300FT TH ELY TO' X N/S C/L OF SEC TH S ALG C/L TO' S/L OF SEC TH NELY TO SE COR OF' N1/4 TH N ALG E/L OF SEC TO POB' BEING PARCEL 3 PER PB 3069-248' WHICH INCLUDES GOUT LOTS 1 -2 & 3' IN SAID SEC 20 TOGETHER WITH' FILLED LANDS & SUBMERGED LANDS' ADJ THERETO LESS DEEDS 4165-257' & 4175-743 TO USA&LESS DEED 5709' -584 TO UNIVERSITY OF MIAMI INC' & LESS PORT LEASED TO MARINE' EXCEPTING THEREFROM LESS OUT PORT' OF LEASE & LESS RESO R384-72 TO' UNIVERSITY OF MIAMI & LESS' RES R-81-68 & LESS BEG NE COR OF' SEC TH N 89 DEG W 125.20FT SELY' AD 303.27FT SWLY AD 517.03FT SELY' AD 381.58FT S 45 DEG E 630FT N TO' POB & LESS COMM ATX OF C/L OF' RICKENBACKER CSWY & S/L OF SEC 17' TH S 45 DEG E 251.67FT N 64 DEG E' 930.84FT S 45 DEG G 328.66FT FOR' POB TH S 89 DEG E 516.35FT SWLY' SELY AD 441.95FT N 45 DEG W' 642.48FT TO POB'

Structure ID	Violation Description
A	9003 THERE IS A FALLING AWAY, HANGING LOOSE OR LOOSENING OF SIDING, BLOCK, BRICK, OR OTHER BUILDING MATERIAL: SEC. 8-5 (b)(2)(i) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9004 DETERIORATED STRUCTURE OR STRUCTURAL PARTS: SEC. 8-5 (b)(2)(ii) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9015 DANGEROUS TO HUMAN LIFE AND WELFARE: SEC. 8-5 (a)(2) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE

COC OFFICIAL USE ONLY

REQUIRED CORRECTIVE ACTION AND COMPLIANCE PERIODS

DATE: August 19, 2021
CASE NUMBER: 20210211348

TO REPAIR OR COMPLETE THE BUILDING OR STRUCTURE

For structure(s) **A**, you must secure and maintain secure the building(s) or structure(s) at all openings, to include maintaining the premises clean and sanitary, free of debris, overgrown grass is not to exceed 36 inches, free of discoloration of graffiti by **9/9/2021**. The following securing methods are approved for securing the structure from unauthorized entry: boarding, concrete blocks, shutters, fencing or any combination thereof. The Building official has pre-approved the following securing methods: **X** Boarding **X** Concrete Blocks **X** Shutters **X** or Fencing.

For structure(s) **A**, you must obtain a building permit through the Unsafe Structures Unit prior to commencing work on securing the structures or building and all work must be completed by the date noted above as evidenced by final inspection approval.

For structure(s) **A**, you must obtain or renew the master building permit through the Department of Regulatory and Economic Resources by **11/28/2021**. If a master building permit is not required, then all required permits must be obtained by **11/28/2021**. The building(s) or structure(s) shall be repaired or completed and brought into full compliance with the Code of Miami-Dade County and the Florida Building Code by **3/28/2022**. Completion shall be evidenced by final inspection approval. Full compliance shall be determined by the Unsafe Structures Unit.

TO DEMOLISH THE BUILDING OR STRUCTURE

For structure(s) **A**, you must obtain a demolition permit from the Department of Regulatory and Economic Resources, Unsafe Structures Unit by **9/29/2021**.

For structure(s) **A**, you must complete the demolition by **10/19/2021**, to include removal of all demolition debris from the premises as evidenced by final inspection approval having been obtained by **10/19/2021**.

Property Owners and Interested Parties Attachment

Known Property Owners and Interested Parties for Case Number: 20210211348 as of 8/27/2021

COC OFFICIAL USE ONLY

ITEM	NAME	CARE OF	ADDRESS
1	NONE SHOWN		NONE SHOWN NONE SHOWN, FL 00000-0000 USA

CFN: 20230127610 BOOK 33596 PAGE 447
DATE:02/27/2023 08:43:06 AM
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COC OFFICIAL USE ONLY

MIAMI-DADE COUNTY
PARKS AND RECREATION
275 NW 2ND ST 4FL
MIAMI, FL 33128-1794

DATE: 11/2/2022
CASE NUMBER: 20230218376

VIOLATION ADDRESS: 3400 RICKENBACKER CSWY CORRIDOR A

BUILDING DESCRIPTION	BUILDING OFFICIAL'S ORDER	SECURING METHOD	ENGINEER CERTIFICATION
[A] 3-STORY CBS STRUCTURE	REPAIR OR DEMOLISH	BOARDING, CONCRETE BLOCKS, SHUTTERS, FENCING	

COC OFFICIAL USE ONLY

The above described structure(s) has/have been inspected by this department and found to be unsafe as defined in the provisions of Section 8-5 of the Code of Miami-Dade County and the Florida Building Code. The defects listed on the attached Explanation of Violations have rendered the above structure(s) to be unsafe. The specific details concerning the violations can be obtained in writing from the Building Official on request. In accordance with the provisions of Section 8-5(h) of the Code of Miami-Dade County, you are directed to correct the violations as ordered by the Building Official and further described on the attached Explanation. Unless there is compliance with the instructions in the Notice of Violation, an appeal is filed or an extension of the time to comply is requested in writing to the Building Official and granted, a public hearing before the Unsafe Structures Board will be initiated by the Building Official after the time for compliance has expired, or the Building Official's order will be enforced in accordance with the provisions of Section 8-5(h) without further notice to you.

If you want to appeal the decision of the Building Official as detailed in this Notice of Violation and Explanation of Violations, such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures Board, , Miami-Dade Department of Regulatory and Economic Resources, Permitting and Inspection Center, Board Administration Section, 11805 SW 26 St. (Coral Way), Room 230, Miami, Florida 33175-2474. The appeal should be in the form of a statement, indicating the reason(s) for such an appeal and stating wherein you consider the Building Official to be in error. Appeals based on personal or economic hardship will not be considered proper unless the appellant also states wherein the Building Official is believed to be in error. The appeal must be received by the Unsafe Structures Board no later than thirty (30) days from the date this Notice of Violations is posted on the property. No demolition work can be performed without first obtaining the correct permit through the Unsafe Structures Unit of the Department of Regulatory and Economic Resources.

If you want to request an extension of time to comply with this Notice of Violations, such request shall be made in writing by owner or duly authorized representative prior to the expiration of the period allowed for compliance and addressed to the Building Official, Miami-Dade County Department of Regulatory and Economic Resources, Permitting and Inspection Center, Unsafe Structures Unit, 11805 S.W. 26 Street, Miami, Florida 33175. The request must be in the form of a statement indicating the reason(s) an extension is needed. Such request must satisfy the Building Official that the extension is warranted by one or more of the circumstances stated in Section 8-5(h)(8) of the Code of Miami-Dade County and must contain a statement that the building or structure is and has at all times been in full compliance with all of the conditions of Section 8-5(h).

dotnet:Miami-Dade County Department of Regulatory and Economic Resources Unsafe Structures Case Number = 20230218376

COC OFFICIAL USE ONLY

Under the provisions of Section 8-5(k) of the Code of Miami-Dade County, you are responsible for all of the enforcement costs, including appellate processing costs incurred by Miami-Dade County. The issuance of this Notice of Violation will result in the Department assessing applicable costs against this property which may exceed Six Hundred and Fifty Dollars ($650.00) even though you corrected the violations prior the case being closed. Your property will also be subject to a lien for those costs, if payment is not made upon request by the Department. Pursuant to Section 8-5 (k) (4), "The enforcing agency may institute a suit to cover such expenses against any liable person or may cause such expenses to be charged against the property on which the violation occurred as a lien or as a special assessment collectible according to established procedures." A lien accruing interest at Twelve Percent (12%) per annum will be recorded against the property in the public records of Miami-Dade County if administrative costs are not paid on demand, typically when the case is closed and in compliance. Further, the County may also institute foreclosure proceedings.

Building Inspector

John Diez
Print Name

Edward A. Rojas
Building Official

By Ricardo Roig
Assist. Director, Code Compliance Division

Attachments: Explanation of Violations, Required Corrective Action. This instrument is filed pursuant to Section 8-5(g)(h)(7) of the Code of Miami-Dade County, and all persons having or acquiring any interest in the above described property are hereby notified of the existence of said violations, penalties and monetary fees or fines as prescribed by law.

Seal

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

dotnet:Miami-Dade County Department of Regulatory and Economic Resources Unsafe Structures Case Number = 20230218376

COC OFFICIAL USE ONLY

VIOLATION ADDRESS: 3400 RICKENBACKER CSWY CORRIDOR A **CASE NUMBER:** 20230218376

OWNER NAME: MIAMI-DADE COUNTY

LEGAL: 20 54 42 300 AC M/L' BEG AT NE COR SEC 20 TH W TO NW' COR OF SEC TH S2300FT TH ELY TO' X N/S C/L OF SEC TH S ALG C/L TO' S/L OF SEC TH NELY TO SE COR OF' N1/4 TH N ALG E/L OF SEC TO POB' BEING PARCEL 3 PER PB 3069-248' WHICH INCLUDES GOUT LOTS 1 -2 & 3' IN SAID SEC 20 TOGETHER WITH' FILLED LANDS & SUBMERGED LANDS' ADJ THERETO LESS DEEDS 4165-257' & 4175-743 TO USA&LESS DEED 5709' -584 TO UNIVERSITY OF MIAMI INC' & LESS PORT LEASED TO MARINE' EXCEPTING THEREFROM LESS OUT PORT' OF LEASE & LESS RESO R384-72 TO' UNIVERSITY OF MIAMI & LESS' RES R-81-68 & LESS BEG NE COR OF' SEC TH N 89 DEG W 125.20FT SELY' AD 303.27FT SWLY AD 517.03FT SELY' AD 381.58FT S 45 DEG E 630FT N TO' POB & LESS COMM ATX OF C/L OF' RICKENBACKER CSWY & S/L OF SEC 17' TH S 45 DEG E 251.67FT N 64 DEG E' 930.84FT S 45 DEG G 328.66FT FOR' POB TH S 89 DEG E 516.35FT SWLY' SELY AD 441.95FT N 45 DEG W' 642.48FT TO POB'

Structure ID	Violation Description
A	9003 THERE IS A FALLING AWAY, HANGING LOOSE OR LOOSENING OF SIDING, BLOCK, BRICK, OR OTHER BUILDING MATERIAL: SEC. 8-5 (b)(2)(i) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9004 DETERIORATED STRUCTURE OR STRUCTURAL PARTS: SEC. 8-5 (b)(2)(ii) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9009 FIRE OR WINDSTORM HAZARD: SEC. 8-5 (a)(2) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9015 DANGEROUS TO HUMAN LIFE AND WELFARE: SEC. 8-5 (a)(2) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE

COC OFFICIAL USE ONLY

REQUIRED CORRECTIVE ACTION AND COMPLIANCE PERIODS

DATE: November 2, 2022
CASE NUMBER: 20230218376

TO REPAIR OR COMPLETE THE BUILDING OR STRUCTURE

For structure(s) **A**, you must secure and maintain secure the building(s) or structure(s) at all openings, to include maintaining the premises clean and sanitary, free of debris, overgrown grass is not to exceed 36 inches, free of discoloration of graffiti by **11/22/2022.** The following securing methods are approved for securing the structure from unauthorized entry: boarding, concrete blocks, shutters, fencing or any combination thereof. The Building official has pre-approved the following securing methods: **X** Boarding **X** Concrete Blocks **X** Shutters **X** or Fencing.

For structure(s) **A**, you must obtain a building permit through the Unsafe Structures Unit prior to commencing work on securing the structures or building and all work must be completed by the date noted above as evidenced by final inspection approval.

For structure(s) **A**, you must obtain or renew the master building permit through the Department of Regulatory and Economic Resources by **2/10/2023**. If a master building permit is not required, then all required permits must be obtained by **2/10/2023**. The building(s) or structure(s) shall be repaired or completed and brought into full compliance with the Code of Miami-Dade County and the Florida Building Code by **6/10/2023**. Completion shall be evidenced by final inspection approval. Full compliance shall be determined by the Unsafe Structures Unit.

TO DEMOLISH THE BUILDING OR STRUCTURE

For structure(s) **A**, you must obtain a demolition permit from the Department of Regulatory and Economic Resources, Unsafe Structures Unit by **12/12/2022**.

For structure(s) **A**, you must complete the demolition by **1/1/2023**, to include removal of all demolition debris from the premises as evidenced by final inspection approval having been obtained by **1/1/2023**.

Property Owners and Interested Parties Attachment

Known Property Owners and Interested Parties for Case Number: 20230218376 as of 2/22/2023

COC OFFICIAL USE ONLY

ITEM	NAME	CARE OF	ADDRESS
1			

MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES DEPARTMENT
Building Support Section
11805 S.W. 26 Street (Coral Way), Room 230
Miami, FL 33175-2474
Phone: (786) 315-2424
Fax: (786) 315-2548

COC OFFICIAL USE ONLY

NOTICE OF VIOLATIONS
FOR FULL INFORMATION, PLEASE READ THIS NOTICE IN ITS ENTIRETY

MIAMI-DADE COUNTY
PARKS AND RECREATION
275 NW 2ND ST 4FL
MIAMI , FL 33128-1794

DATE: 12/11/2023
CASE NUMBER: 20240226206

VIOLATION ADDRESS: 3400 RICKENBACKER CSWY BLDG-U

BUILDING DESCRIPTION	BUILDING OFFICIAL'S ORDER	SECURING METHOD	ENGINEER CERTIFICATION
[**A**] 1-STORY WOOD FRAME STRUCTURE	REPAIR OR DEMOLISH	BOARDING, FENCING	REQUIRED

COC OFFICIAL USE ONLY

The above described structure(s) has/have been inspected by this department and found to be unsafe as defined in the provisions of Section 8-5 of the Code of Miami-Dade County and the Florida Building Code. The defects listed on the attached Explanation of Violations have rendered the above structure(s) to be unsafe. The specific details concerning the violations can be obtained in writing from the Building Official on request. In accordance with the provisions of Section 8-5(h) of the Code of Miami-Dade County, you are directed to correct the violations as ordered by the Building Official and further described on the attached Explanation. Unless there is compliance with the instructions in the Notice of Violation, an appeal is filed or an extension of the time to comply is requested in writing to the Building Official and granted, a public hearing before the Unsafe Structures Board will be initiated by the Building Official after the time for compliance has expired, or the Building Official's order will be enforced in accordance with the provisions of Section 8-5(h) without further notice to you.

If you want to appeal the decision of the Building Official as detailed in this Notice of Violation and Explanation of Violations, such appeal shall be in writing, addressed to the Secretary of the Unsafe Structures Board, , Miami-Dade Department of Regulatory and Economic Resources, Permitting and Inspection Center, Board Administration Section, 11805 SW 26 St. (Coral Way), Room 230, Miami, Florida 33175-2474. The appeal should be in the form of a statement, indicating the reason(s) for such an appeal and stating wherein you consider the Building Official to be in error. Appeals based on personal or economic hardship will not be considered proper unless the appellant also states wherein the Building Official is believed to be in error. The appeal must be received by the Unsafe Structures Board no later than thirty (30) days from the date this Notice of Violations is posted on the property. No demolition work can be performed without first obtaining the correct permit through the Unsafe Structures Unit of the Department of Regulatory and Economic Resources.

If you want to request an extension of time to comply with this Notice of Violations, such request shall be made in writing by owner or duly authorized representative prior to the expiration of the period allowed for compliance and addressed to the Building Official, Miami-Dade County Department of Regulatory and Economic Resources, Permitting and Inspection Center, Unsafe Structures Unit, 11805 S.W. 26 Street, Miami, Florida 33175. The request must be in the form of a statement indicating the reason(s) an extension is needed. Such request must satisfy the Building Official that the extension is warranted by one or more of the circumstances stated in Section 8-5(h)(8) of the Code of Miami-Dade County and must contain a statement that the building or structure is and has at all times been in full compliance with all of the conditions of Section 8-5(h).

COC OFFICIAL USE ONLY

Under the provisions of Section 8-5(k) of the Code of Miami-Dade County, you are responsible for all of the enforcement costs, including appellate processing costs incurred by Miami-Dade County. The issuance of this Notice of Violation will result in the Department assessing applicable costs against this property which may exceed Six Hundred and Fifty Dollars ($650.00) even though you corrected the violations prior the case being closed. Your property will also be subject to a lien for those costs, if payment is not made upon request by the Department. Pursuant to Section 8-5 (k) (4), "The enforcing agency may institute a suit to cover such expenses against any liable person or may cause such expenses to be charged against the property on which the violation occurred as a lien or as a special assessment collectible according to established procedures." A lien accruing interest at Twelve Percent (12%) per annum will be recorded against the property in the public records of Miami-Dade County if administrative costs are not paid on demand, typically when the case is closed and in compliance. Further, the County may also institute foreclosure proceedings.

Building Inspector

John Diez
Print Name

Edward A. Rojas
Building Official

By Ricardo Roig
Assist. Director, Code Compliance Division

Attachments: Explanation of Violations, Required Corrective Action. This instrument is filed pursuant to Section 8-5(g)(h)(7) of the Code of Miami-Dade County, and all persons having or acquiring any interest in the above described property are hereby notified of the existence of said violations, penalties and monetary fees or fines as prescribed by law.

Seal

This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474

COC OFFICIAL USE ONLY

VIOLATION ADDRESS: 3400 RICKENBACKER CSWY BLDG-U **CASE NUMBER:** 20240226206

OWNER NAME: MIAMI-DADE COUNTY

LEGAL: 20 54 42 300 AC M/L' BEG AT NE COR SEC 20 TH W TO NW' COR OF SEC TH S2300FT TH ELY TO' X N/S C/L OF SEC TH S ALG C/L TO' S/L OF SEC TH NELY TO SE COR OF' N1/4 TH N ALG E/L OF SEC TO POB' BEING PARCEL 3 PER PB 3069-248' WHICH INCLUDES GOUT LOTS 1 -2 & 3' IN SAID SEC 20 TOGETHER WITH' FILLED LANDS & SUBMERGED LANDS' ADJ THERETO LESS DEEDS 4165-257' & 4175-743 TO USA&LESS DEED 5709' -584 TO UNIVERSITY OF MIAMI INC' & LESS PORT LEASED TO MARINE' EXCEPTING THEREFROM LESS OUT PORT' OF LEASE & LESS RESO R384-72 TO' UNIVERSITY OF MIAMI & LESS' RES R-81-68 & LESS BEG NE COR OF' SEC TH N 89 DEG W 125.20FT SELY' AD 303.27FT SWLY AD 517.03FT SELY' AD 381.58FT S 45 DEG E 630FT N TO' POB & LESS COMM ATX OF C/L OF' RICKENBACKER CSWY & S/L OF SEC 17' TH S 45 DEG E 251.67FT N 64 DEG E' 930.84FT S 45 DEG G 328.66FT FOR' POB TH S 89 DEG E 516.35FT SWLY' SELY AD 441.95FT N 45 DEG W' 642.48FT TO POB'

Structure ID	Violation Description
A	9003 THERE IS A FALLING AWAY, HANGING LOOSE OR LOOSENING OF SIDING, BLOCK, BRICK, OR OTHER BUILDING MATERIAL: SEC. 8-5 (b)(2)(i) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9004 DETERIORATED STRUCTURE OR STRUCTURAL PARTS: SEC. 8-5 (b)(2)(ii) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9009 FIRE OR WINDSTORM HAZARD: SEC. 8-5 (a)(2) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE
A	9015 DANGEROUS TO HUMAN LIFE AND WELFARE: SEC. 8-5 (a)(2) CODE OF MIAMI-DADE COUNTY AND THE FLORIDA BUILDING CODE

COC OFFICIAL USE ONLY

REQUIRED CORRECTIVE ACTION AND COMPLIANCE PERIODS

DATE: December 9, 2023
CASE NUMBER: 20240226206

TO REPAIR OR COMPLETE THE BUILDING OR STRUCTURE

For structure(s) **A**, you must secure and maintain secure the building(s) or structure(s) at all openings, to include maintaining the premises clean and sanitary, free of debris, overgrown grass is not to exceed 36 inches, free of discoloration of graffiti by **12/31/2023.** The following securing methods are approved for securing the structure from unauthorized entry: boarding, concrete blocks, shutters, fencing or any combination thereof. The Building official has pre-approved the following securing methods: **X** Boarding __ Concrete Blocks __ Shutters **X** or Fencing.

For structure(s) **A**, you must obtain a building permit through the Unsafe Structures Unit prior to commencing work on securing the structures or building and all work must be completed by the date noted above as evidenced by final inspection approval.

For structure(s) **A**, the building(s) or structure(s) shall at all times be maintained structurally sound and not in imminent of collapse and you must obtain a certified letter from a Florida registered professional engineer or architect proficient in structural design, certifying that the structures' integrity is sound. The letter must be received by the Unsafe Structures Unit by **1/20/2024**.

For structure(s) **A**, you must obtain or renew the master building permit through the Department of Regulatory and Economic Resources by **3/20/2024**. If a master building permit is not required, then all required permits must be obtained by **3/20/2024**. The building(s) or structure(s) shall be repaired or completed and brought into full compliance with the Code of Miami-Dade County and the Florida Building Code by **7/18/2024**. Completion shall be evidenced by final inspection approval. Full compliance shall be determined by the Unsafe Structures Unit.

TO DEMOLISH THE BUILDING OR STRUCTURE

For structure(s) **A**, you must obtain a demolition permit from the Department of Regulatory and Economic Resources, Unsafe Structures Unit by **1/20/2024**.

For structure(s) **A**, you must complete the demolition by **2/9/2024**, to include removal of all demolition debris from the premises as evidenced by final inspection approval having been obtained by **2/9/2024**.

Exhibit “E4”

United States Department of Agriculture
Animal and Plant Health Inspection Service

CPALMER
INS-0000826642

Inspection Report

MS Leisure Company, Inc.
9600 N. Oceanshore Boulevard
St Augustine, FL 32080

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: ROUTINE INSPECTION
Date: 14-NOV-2022

3.101(a)(1)

Facilities, general.

In Golden Dome stadium, there are areas that are not being maintained in good repair. On stage, there are areas with rough edges and chipping paint that animals may come into contact with; The ramp and staircase leading to the dive platform has two areas of exposed foam with rough edges of chipped paint. The front edge of the center stage has an area approximately 12 inches wide and 10 inches back with missing paint and exposed cement. During the sealion performances, animals slide across the stage, climb up this ramp and may come in contact with these areas of concern. At the concrete audience barrier, there is concrete pitting and paint flecking which sealions may also come into contact with throughout the shows. In sealion housing, there is flecking paint over sealion enclosures. The back of the dome's stage has large areas of paint chipping and concrete cracks that are above sealion enclosures. Flakes of chipped paint and concrete may fall into enclosures and be ingested by the animals. Indoor and outdoor housing facilities for marine mammals must be structurally sound and must be maintained in good repair to protect the animals from injury. To be corrected by December 16, 2022.

3.103(c)

Facilities, outdoor.

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care
Date: 16-NOV-2022

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative
Date: 16-NOV-2022

Inspection Report

The facility's perimeter fence has a section, near the western side of the Miami Seaquarium dock, where the bottom of the chain link fence is not flush with the ground substrate. There is a gap approximately 12 inches wide and 14 inches deep under this section of fence. Animals and unauthorized people can use these gaps to enter and exit the area and gain access to the animals behind it. The perimeter fence must be constructed so that it protects marine mammals by restricting animals and unauthorized persons from going through it or under it and having contact with the marine mammals, and so that it can function as a secondary containment system for the animals in the facility when appropriate. To be corrected by November 30, 2022.

This inspection and exit interview were conducted with a facility representative.

Additional Inspectors:

KRISTIN NAPOLI, SUPERVISORY ANIMAL CARE SPECIALIST

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care

Date: 16-NOV-2022

Title: VETERINARY MEDICAL OFFICER

Received by Title: Facility Representative

Date: 16-NOV-2022

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 14-Nov-2022

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	14-NOV-2022

Count	Scientific Name	Common Name
000020	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000013	*Zalophus californianus*	CALIFORNIA SEA LION
000008	*Phoca vitulina*	HARBOR SEAL
000006	*Trichechus manatus*	CARIBBEAN MANATEE
000002	*Lagenorhynchus obliquidens*	PACIFIC WHITE-SIDED DOLPHIN
000049	**Total**	

Exhibit “F”

OFFICE OF THE MAYOR
MIAMI-DADE COUNTY

via electronic and certified mail

April 11, 2024

Mr. Eduardo Albor
President
The Dolphin Company
MS Leisure Company, Inc.
The Miami Seaquarium
4400 Rickenbacker Causeway
Key Biscayne, FL 33149

RE: Second Notice of Additional Defaults
Property Address: 4400 Rickenbacker Causeway, Key Biscayne, Florida 33149
Folio No.: 30-4220-000-0010 (the "Property")

Dear Mr. Albor:

By letter dated March 7, 2024, Miami-Dade County ("Lessor") provided you, MS Leisure Company, Inc. ("Lessee"), with notice of (1) the Lessor's termination of the Amended and Restated Lease Agreement (as defined therein) and (2) certain additional defaults that were also of great concern to Lessor.

It is apparent that Lessee has also violated its obligations under the Lease in additional ways. The circumstances indicate an ongoing pattern of the Lessee's failure and refusal to maintain the Seaquarium's premises and animals in a safe condition that complies with all applicable laws and with the unambiguous terms of the Lease.

As has been noted in the extensive history of Lessor's notifications of Lessor's defaults, the Lease requires MS Leisure Company, Inc. to:

- "maintain animals in accordance with federal laws and regulations, including the Marine Mammal Protection Act and the Animal Welfare Act as applicable." *See* Section 11.
- "keep the Demised Premises and all improvements and personal property thereon … in a good state of repair and in a clean condition … similar to other facilities maintained by Lessee". *See* Section 11.
- comply with "all applicable laws, rules, regulations, ordinances and statutes". *See* Section 29.

This **Second Notice of Additional Defaults** serves to notify you, Lessee, of the following additional defaults that demonstrate a continuing pattern of material breaches of the Lease:

- On January 30, 2024, the United States Department of Agriculture ("USDA") inspected the Property and noted the significant deficiencies in the facilities that posed serious risks to the animals. Critically, all such deficiencies were noted as "**Repeat**" violations. For example, USDA once again reported the deficient condition of the penguin building and indoor enclosure that continues to have sagging, peeling paint, rust-like stains on walls, and mold-like substances on ceilings. Additionally, USDA reported that the Golden Dome was not kept in good repair. Further, the USDA reported that the Tropical Wings section of deficiencies in the conditions of the cones that provide shelter to the birds, noting flaking paint and rusty surfaces. As noted by the USDA, "excessive rust can compromise structural strength, present roughened and jagged surfaces where it is possible for the birds to injure themselves".

- On February 7, 2024, Lessor requested a copy of the USDA exit interview report for the inspection conducted from 1/30/24 through 2/1/24 in accordance with the Third Amendment to the Lease. Section 27(U) requires Lessee to "upon request by Lessor to provide Lessor with copies of any reports, letter, or correspondence, from or to any state or federal agency related to the management or operation of the Demised Premises and the improvements thereon immediately upon receipt or generation of such by Lesse." Importantly, there is no limitation to the types of reports or correspondence, even if such reports are not "final." To date, Lessee has failed and refused to comply with this requirement and provide the requested documentation to Lessor.

- On March 5, 2024, USDA inspected the Property and again noted the significant deficiencies in the facilities that continue to be "**Repeat**" violations – specifically, the penguin building and indoor enclosure and the Tropical Wings Section. USDA also noted defects in the perimeter fence and inadequate veterinary care.

- By letter dated March 6, 2024, Lessee was notified of significant violations of the County Code in connection with a deficient sanitary sewer pump station and collection system ("Sewer System") at the Property. Among other things, Lessee's Sewer System does not have two functional sanitary sewer pumps, and is missing vents, an emergency generator connection, and an emergency pump connection.

- On March 19, 2024, a representative from PROS was not allowed to accompany USDA inspectors to concurrently conduct an inspection of the site as provided under Section 27(J) of the Third Amendment to the Lease. Under this section, the County has the "right at any time to make unannounced site and operational inspections…" Instead, the PROS representative was only allowed to independently inspect the premises accompanied by Seaquarium management, Seaquarium counsel, and a Seaquarium camera operator. Importantly, there are no restrictions on the time or manner of these site and operational inspections. Lessee has violated this provision

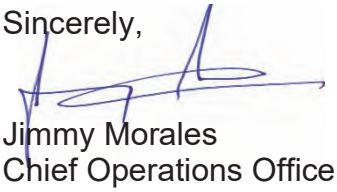
of the Third Amendment by placing restrictions on the visit that are not present in the contract the parties negotiated.

The Lessor reserves all of its rights under the Amended and Restated Lease Agreement at law and in equity and nothing herein waives or shall be deemed to waive those rights. Lessor specifically reserves all rights to pursue termination on the basis of any defaults specified herein. Each and every material default constitutes an independent basis on which Lessor can terminate the Lease.

Should you have any questions regarding this matter, please contact Jimmy Morales at: 305-375-2448 or by email at: mailto: Jimmy.Morales2@miamidade.gov.

Thank you for your time and attention to this matter.

Sincerely,



Jimmy Morales
Chief Operations Officer

c: Geri Bonzon-Keenan, County Attorney
Maria I. Nardi, Director, Parks, Recreation and Open Spaces

Certified Mail Number: 70172680000070840813

Exhibit “F1”

United States Department of Agriculture
Animal and Plant Health Inspection Service

CPALMER
INS-0000923643

Inspection Report

MS Leisure Company, Inc.

4400 Rickenbacker Causeway
Key Biscayne, FL 33147

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: ROUTINE INSPECTION
Date: 30-JAN-2024

3.150(a) **Repeat**

Facilities, general.

The penguin building and indoor enclosure has not been kept in good repair. The ceiling, Inside the enclosure, has multiple areas of sagging, peeling paint. Rust like stains run down the walls from numerous screws and several patches of round, black, mold-like substance can be observed diffusely across the ceiling. Keeping these facilities in good repair protects the animals from harm or injury. Housing facilities for birds must be designed so that they are structurally sound for the species of bird housed in them and must be kept in good repair.

3.101(a)(1) **Repeat**

Facilities, general.

The Golden Dome stage was not kept in good repair. At the time of inspection, a heart shaped section, approximately 3”X3” wide and .5” deep, was missing from the top coating of the stage floor. This missing section was located to the left of center stage and created a rough surface for the animals to slide across. Rough surfaces can cause harm or injury to the animals as they slide or scoot across them. Outdoor housing facilities for marine mammals must be structurally sound and must be maintained in good repair to protect the animals from injury. The defect in the surface of the stage floor was corrected at the time of inspection.

3.150(c)(2) **Repeat**

Facilities, general.

In the Tropical Wings section, there are multiple surfaces with rust or damage. The outdoor perches have colorful metal cones that can be used as shade and shelter for the birds being exhibited outdoors. Several of these cones have areas around the bottom lip with flaking paint and rusty surfaces. Most of the metal enclosures used to house the birds when they are off display, have areas of bubbling and flaking paint due to rust and areas where the metal is rusted through. Excessive rust can compromise structural strength, present roughened and jagged surfaces where it is possible for the birds to injure themselves and prevent proper cleaning and sanitization of a surface. Any surfaces, that come in contact with the birds, must be free of rust or damage that affects the structural integrity of the surface or prevents cleaning.

This inspection and exit interview were conducted with facility representatives.

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care
Title: SUPERVISORY ANIMAL CARE SPECIALIST
Date: 08-FEB-2024

Received by Title: Facility Representative
Date: 08-FEB-2024

Inspection Report

Additional Inspectors:

KRISTIN NAPOLI, SUPERVISORY ANIMAL CARE SPECIALIST

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care

Title: SUPERVISORY ANIMAL CARE SPECIALIST

Date: 08-FEB-2024

Received by Title: Facility Representative

Date: 08-FEB-2024

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 30-Jan-2024

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	30-JAN-2024

Count	Scientific Name	Common Name
000012	*Zalophus californianus*	CALIFORNIA SEA LION
000008	*Phoca vitulina*	HARBOR SEAL
000018	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000009	*Spheniscus demersus*	AFRICAN PENGUIN / CAPE PENGUIN
000029	*Phoenicopterus ruber*	AMERICAN FLAMINGO
000004	*Ara chloropterus*	RED-AND-GREEN MACAW / GREEN-WINGED MACAW
000002	*Ara macao*	SCARLET MACAW
000001	*Ara militaris*	MILITARY MACAW
000005	*Ara ararauna*	BLUE-AND-YELLOW MACAW / BLUE-AND-GOLD MACAW
000001	*Ara, Anodorhynchus, Primolius, Diopsittaca spp hybrid*	MACAW HYBRID
000002	*Amazona autumnalis*	RED-LORED PARROT / RED-LORED AMAZON
000001	*Cacatua galerita*	SULPHUR-CRESTED COCKATOO / GREATER SULPHUR-CRESTED COCKATOO
000003	*Cacatua alba*	WHITE COCKATOO / UMBRELLA COCKATOO
000001	*Cacatua moluccensis*	SALMON-CRESTED COCKATOO / MOLUCCAN COCKATOO
000001	*Psittacus erithacus*	CONGO AFRICAN GREY PARROT / GRAY PARROT
000097	**Total**	

Exhibit “F2”

United States Department of Agriculture
Animal and Plant Health Inspection Service

CPALMER
INS-0000943681

Inspection Report

MS Leisure Company, Inc.

4400 Rickenbacker Causeway
Key Biscayne, FL 33147

Customer ID: **6011009**
Certificate: **58-C-1252**
Site: 001
Miami Seaquarium

Type: FOCUSED INSPECTION
Date: 05-MAR-2024

3.150(a) **Repeat**

Facilities, general.

The penguin building and indoor enclosure are still not in good repair. The ceiling inside the enclosure has multiple areas of sagging, peeling paint. Rust like stains run down the walls from numerous screws and several patches of round, black, mold-like substance can be observed diffusely across the ceiling.

Keeping these facilities in good repair protects the animals from harm or injury.

Housing facilities for birds must be designed so that they are structurally sound for the species of bird housed in them and must be kept in good repair.

2.40(b)(2) **Direct**

Attending veterinarian and adequate veterinary care (dealers and exhibitors).

The facility failed to use appropriate methods to control disease. On February 23, 2024, Monty, a blue and gold macaw was confirmed positive for Pacheco's disease via serology and choanal/cloacal swab. At the time of inspection, Monty was observed on exhibit with other birds in the facilities flock.

Pacheco's disease is a highly infectious and deadly bird disease. Exposure to infected birds can lead to the spread of the disease to other birds.

Each exhibitor shall establish and maintain programs of adequate veterinary care that include appropriate methods to prevent, control, diagnose, and treat diseases. To be corrected immediately, March, 7, 2024.

3.103(c)(1)

Facilities, outdoor.

The facility still needs to make repairs to the perimeter fence. Many support beams are still rusted through at the base and are no longer connected to the concrete and require prompt attention to maintain the structural integrity of the fencing in this section. Areas at the base of the fence have gaps and are not continuous with the floor.

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care
Title: SUPERVISORY ANIMAL CARE SPECIALIST
Date: 07-MAR-2024

Received by Title: Facility Representative
Date: 07-MAR-2024

Inspection Report

Defects in the perimeter fence can allow animals and unauthorized people to enter and exit the area, gaining access to the animals at the facility. Stray cats were still observed at the facility.

Perimeter fencing must be regularly checked and maintained to ensure it protects marine mammals by restricting animals and unauthorized persons from having contact with the marine mammals.

3.150(c)(2) **Repeat**

Facilities, general.

In the Tropical Wings section, there are areas of flaking paint under metal cone shade structures where birds have pecked. The higher placed perches allow larger birds to have access to the bottom lip of the painted cones. Additionally, about six of the metal enclosures used to house the birds when they are off display have areas of bubbling and flaking paint due to rust and areas where the metal is rusted through.

Excessive rust can compromise structural strength, present roughened and jagged surfaces where it is possible for the birds to injure themselves and prevent proper cleaning and sanitization of a surface.

Any surfaces, that come in contact with the birds, must be free of rust or damage that affects the structural integrity of the surface or prevents cleaning.

This inspection and exit interview were conducted with facility representatives.

Additional Inspectors:

MARIO MERCADO, VETERINARY MEDICAL OFFICER

KRISTIN NAPOLI, SUPERVISORY ANIMAL CARE SPECIALIST

Prepared By: CHARLES PALMER
USDA, APHIS, Animal Care
Title: SUPERVISORY ANIMAL CARE SPECIALIST
Date: 07-MAR-2024

Received by Title: Facility Representative
Date: 07-MAR-2024

United States Department of Agriculture
Animal and Plant Health Inspection Service

Customer: 6011009
Inspection Date: 05-Mar-2024

Species Inspected

Cust No	Cert No	Site	Site Name	Inspection
6011009	58-C-1252	001	Miami Seaquarium	05-MAR-2024

Count	Scientific Name	Common Name
000012	*Zalophus californianus*	CALIFORNIA SEA LION
000008	*Phoca vitulina*	HARBOR SEAL
000018	*Tursiops truncatus*	BOTTLENOSE DOLPHIN
000009	*Spheniscus demersus*	AFRICAN PENGUIN / CAPE PENGUIN
000028	*Phoenicopterus ruber*	AMERICAN FLAMINGO
000003	*Ara chloropterus*	RED-AND-GREEN MACAW / GREEN-WINGED MACAW
000002	*Ara macao*	SCARLET MACAW
000001	*Ara militaris*	MILITARY MACAW
000005	*Ara ararauna*	BLUE-AND-YELLOW MACAW / BLUE-AND-GOLD MACAW
000001	*Ara, Anodorhynchus, Primolius, Diopsittaca spp hybrid*	MACAW HYBRID
000002	*Amazona autumnalis*	RED-LORED PARROT / RED-LORED AMAZON
000001	*Cacatua galerita*	SULPHUR-CRESTED COCKATOO / GREATER SULPHUR-CRESTED COCKATOO
000003	*Cacatua alba*	WHITE COCKATOO / UMBRELLA COCKATOO
000001	*Cacatua moluccensis*	SALMON-CRESTED COCKATOO / MOLUCCAN COCKATOO
000001	*Psittacus erithacus*	CONGO AFRICAN GREY PARROT / GRAY PARROT
000095	**Total**	

Exhibit “F3”

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 A,B,C

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

1. No RER-DERM reviewed and approved Operations and Maintenance (O&M) Manual on the permitted property.

Within sixty (60) days:

- Email PSO@miamidade.gov a complete O&M Manual for review and approval by RER-DERM. O&M Manual Guidelines can be found at the following link: https://www.miamidade.gov/permits/library/guidelines/pso-sample-guidelines.pdf
- Establish and keep an RER-DERM reviewed and approved O&M Manual, current with the wastewater collection and transmission system, on the permitted property.
- Once a reviewed and approved (by RER-DERM) O&M Manual is established, email the inspector at elveste.sistra@miamidade.gov for PSO Permit condition compliance, the following:
- Proof the O&M Manual is kept at the permitted property, and the location of the O&M Manual on the permitted property.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 60 days of receipt of this **NOTICE**, information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____ Recipient's Signature

Issued by: _____ Signature

Print: CARLA GAUDIN Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra Name

Title: PARK SERVICES DIRECTOR

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☒ Mailed: ☐ RRR: ☒

161_01-28 8/17

Certif. Mail No: 7017-2400-0000-7831-7740
7017-2400-0000-7831-7733

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 A,B,C

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

2. No maintenance logs meeting PSO permit conditions at the PSO permitted property.

Within fifteen (15) days:

- Establish and keep on PSO permitted property, a maintenance logs meeting PSO permit conditions.

- Email location of where maintenance logs is kept at the PSO permitted property, and proof of compliance with all violations to inspector at elveste.sistra@miamidade.gov

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 15 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Received By: _____
Recipient's Signature

Print: Chip Gaudio
Recipient's Name

Title: Park Services Director

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Issued by: E Sistra
Signature

Section/Print: Water & Wastewater/Elveste Sistra
Name

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

161_01-28 8/17

Certif. Mail No: 7017 2400 0000 7831 7740

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 A,B,C

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

3. No PSO permit posted at PSO permitted property.

Within fifteen (15) days:

- Post current PSO permit, at the PSO permitted property, per PSO permit conditions.

- Email location of where PSO permit is kept at the PSO permitted property, and proof of compliance to inspector at elveste.sistra@miamidade.gov

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 15 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____
Recipient's Signature

Issued by: _____
Signature

Print: CHIP GANDY
Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra
Name

Title: PARK SERVICES DIRECTOR

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

161_01-28 8/17

Certif. Mail NO: 7017 2400 0000 7831 7740

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 A,B,C

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

4. No reviewed and approved by RER-DERM Remote Telemetry Unit (RTU) system established at sanitary sewer pump station

Within sixty (60) days:

- Establish Remote Telemetry Unit reviewed and approved by RER-DERM, per RER-DERM Remote Telemetry Unit (RTU) system Guidelines & Minimum Requirements.
  A copy of the Remote Telemetry Unit (RTU) system Guidelines & Minimum Requirements is available online at:
  http://www.miamidade.gov/permits/library/rtu-guidelines-and-minimum-requirements-v1.pdf

- Email RER-DERM PSO Program at PSO@miamidade.gov once incompliance with RTU guidelines, and to request an RTU compliance inspection.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 60 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Received By: C M. Gaudo
Recipient's Signature

Print: CHIP GAUDO
Recipient's Name

Title: PARK SERVICES DIRECTOR

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Issued by: E Sistra
Signature

Section/Print: Water & Wastewater/Elveste Sistra
Name

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

161_01-28 8/17

Certif. Mail NO: 7017 2400 0000 7831 7740

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 A,B,C

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

5. No emergency contact sign, meeting PSO permit conditions, was located at the sanitary sewer pump station.

Within seven (7) days:

- Post an emergency contact sign, meeting PSO permit requirements, at sanitary sewer pump station control panel and pump station enclosure.

- Email proof of compliance with all the violations above, to inspector elveste.sistra@miamidade.gov

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 7 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Received By: [signature] Recipient's Signature

Print: CHIA GAUDIO Recipient's Name

Title: PARK SERVICES DIRECTOR

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Issued by: E Sistra Signature

Section/Print: Water & Wastewater/Elveste Sistra Name

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

161_01-28 8/17

Certif. Mail NO: 7017 2400 0000 7831 7740

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director PERMIT/COM: PSO-895 B

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

6. Missing electrical conduit seals in pump station control panel observed at sanitary sewer pump station.

Within seven (7) days:

- Establish electrical conduit seals at pump station control panel.

- Email proof of compliance at elveste.sistra@miamidade.gov.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 7 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____
Recipient's Signature

Issued by: _____
Signature

Print: CHIP GAUDIO
Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra
Name

Title: PARK SERVICES DIRECTOR

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

161_01-28 8/17

Certif. Mail NO: 7017 2400 0000 7831 7740

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 B

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

7. Wet well vent is missing at the sanitary sewer pump station.
8. Visual alarm is not visible at the sanitary sewer pump station.
9. Missing emergency generator connection at sanitary sewer pump station control panel.

Within thirty (30) days:

- Properly install missing wet well vent.
- Establish a visible visual alarm at the sanitary sewer pump station enclosure (with an electrical permit, if required).
- Install emergency generator connection, with proper electrical permits (as required).
- Email approved electrical permit, and proof of installation to inspector at elveste.sistra@miamidade.gov.
- Email inspector proof of compliance at elveste.sistra@miamidade.gov.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 30 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____ Recipient's Signature

Issued by: _____ Signature

Print: Chip Gaudio Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra Name

Title: Park Services Director

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

161_01-28 8/17

Certif. Mail NO: 7017 2400 0000 7831 7740

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 B

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

11. One pump at the sanitary sewer pump station is out of service/missing. Two fully function pumps operating on an alternating basis are required at any given time at the sanitary sewer pump station (PS).
Within 24 (twenty-four) hours, by 3/7/24 at 11:08 AM/PM:- Install an operational Temporary Emergency Pump (TEP) for each pump out of service/missing at the sanitary sewer pump station. Pump-outs of the wet well are not a substitution for TEPs.Email the following to RER-DERM Water & Wastewater inspector at elveste.sistra@miamidade.gov:- A Corrective Action Plan (CAP) to include dates/timeframes (i.e. installation of TEP, installation of pump(s) meeting previously approved PS specifications, pump outs, etc.)- To schedule a follow-up inspection with a PS site representative present (within 24-hour timeframe).Within 30 (thirty) days: - Continuously monitor sanitary sewer system, document all work performed, and prevent Sanitary Sewer Overflow (SSO) conditions at the sanitary sewer system property, per PSO permit conditions.- Install fully operational (non-TEP) pumps reviewed and approved by RER-DERM meeting the specific specifications for this sanitary sewer PS.Email the following to RER-DERM Water & Wastewater inspector at elveste.sistra@miamidade.gov:- All proof of compliance and documentation for work performed at pump station- For a follow-up inspection with a PS site representative present (after TEP(s) have been removed and non-TEP(s) are installed, and PS is fully operational) within 30-day timeframe.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 30 days of receipt of this **NOTICE**, information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____ Recipient's Signature

Issued by: E Sista Signature

Print: Chip Good Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra Name

Title: Park Services Director

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director. — PERMIT/COM: PSO-895 B

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

12. Unlocked wet well and valve box of the sanitary sewer pump station
13. Excess soil accumulation observed in sanitary sewer pump station valve box.

Within seven (7) days:

- Lock wet well and valve box at the sanitary sewer pump station.

- Properly remove excess soil accumulation from pump station valve box.

- Email proof of compliance to elveste.sistra@miamidade.gov.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 7 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

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PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____
Recipient's Signature

Issued by: _____
Signature

Print: CHIP GAUDA
Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra
Name

Title: PARK SERVICES PRINCIPAL

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 C

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

14. Unlocked wet well and valve box of the sanitary sewer pump station

Within seven (7) days:

- Lock wet well at the sanitary sewer pump station.

- Email proof of compliance to elveste.sistra@miamidade.gov.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 7 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

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PLEASE GOVERN YOURSELF ACCORDINGLY

Received By: [signature] Recipient's Signature

Print: CHIP GAUDIO Recipient's Name

Title: PARK SERVICES DIRECTOR

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Issued by: E Sistra Signature

Section/Print: Water & Wastewater/Elveste Sistra Name

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 C

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

15. One pump at the sanitary sewer pump station is out of service/missing. Two fully function pumps operating on an alternating basis are required at any given time at the sanitary sewer pump station (PS).
Within 24 (twenty-four) hours, by [3/7/24] at 11:08 AM/PM:- Install an operational Temporary Emergency Pump (TEP) for each pump out of service/missing at the sanitary sewer pump station. Pump-outs of the wet well are not a substitution for TEPs.Email the following to RER-DERM Water & Wastewater inspector at elveste.sistra@miamidade.gov:- A Corrective Action Plan (CAP) to include dates/timeframes (i.e. installation of TEP, installation of pump(s) meeting previously approved PS specifications, pump outs, etc.)- To schedule a follow-up inspection with a PS site representative present (within 24-hour timeframe).Within 30 (thirty) days: - Continuously monitor sanitary sewer system, document all work performed, and prevent Sanitary Sewer Overflow (SSO) conditions at the sanitary sewer system property, per PSO permit conditions.- Install fully operational (non-TEP) pumps reviewed and approved by RER-DERM meeting the specific specifications for this sanitary sewer PS.Email the following to RER-DERM Water & Wastewater inspector at elveste.sistra@miamidade.gov:- All proof of compliance and documentation for work performed at pump station- For a follow-up inspection with a PS site representative present (after TEP(s) have been removed and non-TEP(s) are installed, and PS is fully operational) within 30-day timeframe.

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PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____ Recipient's Signature

Issued by: _____ Signature

Print: CHIP GAUDIO Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra Name

Title: DIRECTOR OF PARK SERVICES

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium

DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director

PERMIT/COM: PSO-895 A

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

16. One pump at the sanitary sewer pump station is out of service/missing. Two fully function pumps operating on an alternating basis are required at any given time at the sanitary sewer pump station (PS).
Within 24 (twenty-four) hours, by 3/7/24 at 11:08 AM/PM:- Install an operational Temporary Emergency Pump (TEP) for each pump out of service/missing at the sanitary sewer pump station. Pump-outs of the wet well are not a substitution for TEPs.Email the following to RER-DERM Water & Wastewater inspector at elveste.sistra@miamidade.gov:- A Corrective Action Plan (CAP) to include dates/timeframes (i.e. installation of TEP, installation of pump(s) meeting previously approved PS specifications, pump outs, etc.)- To schedule a follow-up inspection with a PS site representative present (within 24-hour timeframe).Within 30 (thirty) days: - Continuously monitor sanitary sewer system, document all work performed, and prevent Sanitary Sewer Overflow (SSO) conditions at the sanitary sewer system property, per PSO permit conditions.- Install fully operational (non-TEP) pumps reviewed and approved by RER-DERM meeting the specific specifications for this sanitary sewer PS.Email the following to RER-DERM Water & Wastewater inspector at elveste.sistra@miamidade.gov:- All proof of compliance and documentation for work performed at pump station- For a follow-up inspection with a PS site representative present (after TEP(s) have been removed and non-TEP(s) are installed, and PS is fully operational) within 30-day timeframe.

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PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____
Recipient's Signature

Issued by: _____
Signature

Print: CHIP GAUDIO
Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra
Name

Title: PARK SERVICES DIRECTOR

Email/Phone: elveste.sistra@miamidade.gov

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Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 A

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

17. Missing emergency generator connection at sanitary sewer pump station control panel.

Within thirty (60) days:

- Install emergency generator connection, with proper electrical permits (as required)

- Email approved electrical permit, and proof of installation to inspector at elveste.sistra@miamidade.gov

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 60 days of receipt of this **NOTICE**, information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

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PLEASE GOVERN YOURSELF ACCORDINGLY

Received By: _____
Recipient's Signature

Print: CHIP GAUDD
Recipient's Name

Title: PARK SERVICES DIRECTOR

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Issued by: E Sistra
Signature

Section/Print: Water & Wastewater/Elveste Sistra
Name

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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Miami, Florida 33136-3912
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POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 A

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

18. Missing belt motor cover(s) at the sanitary sewer pump station.

Within seven (30) days:

- Establish Pump Motor Belt Covers
- Email proof of compliance to inspector elveste.sistra@miamidade.gov

19. Wet well vent is missing at the sanitary sewer pump station.

Within fifteen (30) days:

- Properly install missing wet well vent.
- Email inspector proof of compliance at elveste.sistra@miamidade.gov.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 30 days of receipt of this **NOTICE**, information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

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PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____
Recipient's Signature

Issued by: _____
Signature

Print: _____
Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra
Name

Title: _____

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

19. No access to pump station components for inspection due to rusted sub-floor over wet well and dcoument covering elasped time meters.
20. Unlocked wet well lid.

Within seven (30) days:

- Email inspector daira.marrero@miamidade.gov to schedule an inspection for access to all components of the sanitary sewer pump station
- Grant access for an inspection, to all pump station components during scheduled inspection
- Lock wet well and valve box at the sanitary sewer pump station.
- Email proof of compliance to elveste.sistra@miamidade.gov.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 30 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

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PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____ Recipient's Signature

Issued by: _____ Signature

Print: CHAD GAUDIO Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra Name

Title: PARK SERVICES DIRECTOR

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium — DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director — PERMIT/COM: PSO-895 A

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

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RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

21. Pump station is missing wet well vent at the sanitary sewer pump station wet well.
22. Missing Access Lid hinges and handle for wet well of sanitary sewer pump station.
23. Wet well access hatch/lid does not meet PSO permit Conditions.

Within thirty (30) days:

- Properly install missing wet well vent.
- Establish hinges and handle for wet well, and valve box of the sanitary sewer pump station.
- Establish an approved wet well access hatch/lid, per PSO permit condition and Recommended Standards for Wastewater Facilities, and email inspector proof of compliance.

- Email inspector proof of compliance for all violations at elveste.sistra@miamidade.gov.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 30 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____
Recipient's Signature

Issued by: _____
Signature

Print: CHIP GAUDIO
Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra
Name

Title: PARK SERVICE DIRECTOR

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

161_01-28 8/17

Certif. Mail NO: 7017 2400 0000 7831 7740
7017 2400 0000 7831 7733

MIAMI-DADE COUNTY
miamidade.gov

Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director. PERMIT/COM: PSO-895 A

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

24. Accumulation of excess solids/grease build up was observed within manhole outside of pumpstation 99-895A.

Within seven (7) days:

- Properly remove accumulation of excess solids/grease from manhole.

- Email inspector proof of compliance at elveste.sistra@miamidade.gov.

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 7 days of receipt of this **NOTICE**, information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____
Recipient's Signature

Issued by: _____
Signature

Print: _____
Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra
Name

Title: _____

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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Division of Environmental Resources Management (DERM)
701 NW 1st Court
Miami, Florida 33136-3912
T 305-372-6920

POLLUTION PREVENTION FIELD NOTICE-GENERAL CONDITIONS

MS Leisure Company DBA Miami Seaquarium DATE: 3/6/2024

c/o Catalino "Pete" Santiago, Aquatic Life Support Director PERMIT/COM: PSO-895 B

9600 Ocean Shore Blvd, St. Agustin, FL 32080

MIAMI-DADE COUNTY PARKS AND RECREATION

c/o Maria I. Nardi, Director, Hickman Building

275 NW 2nd Street, Miami, FL 33178

RE: Sanitary sewer pump station and collection system located at 4400 RICKENBACKER CSWY, Miami, FL 33149

Folio Number:30-4220-000-0010 (MIAMI SEAQUARIUM)

Dear Mr./Ms.: Nardi / Santiago

YOU ARE HEREBY NOTIFIED that an inspection of the above PREMISES on 3/1/2024 revealed the following violations:

10. An emergency pump connection is missing at sanitary sewer pump station.

Within ninety (60) days:

- Establish an RER-DERM approved emergency pump connection at sanitary sewer pump station.

- Email proof of compliance to inspector at elveste.sistra@miamidade.gov

Please note that in order to avoid further enforcement action, you are required to correct the violations noted and submit in writing to the appropriate Section indicated below, within 60 days of receipt of this **NOTICE,** information regarding the action(s) undertaken to correct the above-stated violation(s). **Failure to comply with the above** may result in either the issuance of a Uniform Civil Notice (UCVN), pursuant to Chapter 8CC of the Miami-Dade County Code, requiring corrective action(s) and payment of a civil penalty and/or the initiation of formal enforcement action by, DERM, subjecting you to the enforcement and penalty provisions of Sections 24-29 and 24-30, Miami-Dade County Code.

If the facility requires a DERM Operating Permit and additional inspections must be conducted due to continuing code violations beyond the time frame allotted, the above-mentioned referenced facility may be required to pay an additional fee at the time of permit renewal.

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

PLEASE GOVERN YOURSELF ACCORDINGLY

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Received By: _____
Recipient's Signature

Issued by: _____
Signature

Print: CHIP GAUD
Recipient's Name

Section/Print: Water & Wastewater/Elveste Sistra
Name

Title: PARK SERVICES DIRECTOR

Email/Phone: elveste.sistra@miamidade.gov

Posted: Y ☐ N ☒ Photographed: Y ☒ N ☐ Mailed: ☐ RRR: ☐

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