

LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") is made and entered into as of August 18th, 2009, between Centex Homes, a Nevada general partnership, dba Centex Destination Properties ("LESSOR"), and Marineland Research Resort, LLC, a Georgia limited liability company ("LESSEE").

1. LESSOR for good and valuable consideration the receipt of which is hereby acknowledged does hereby lease to LESSEE the Boat Slips (as defined in Section 2.A. below), subject to the terms and conditions hereof.

2. DESCRIPTION OF MARINA AND BOAT SLIPS:

A. MARINA: The boat slips being leased under this lease are part of a marina ("Marina") that may be built on the west side of Highway A1A, just south of the University of Florida Whitney Lab, in the Town of Marineland, Flagler County, in the State of Florida. LESSOR has applied for the permits to construct and develop the Marina as generally depicted in Exhibit A, which is a sketch layout of the marina as filed with the U.S. Army Corps of Engineers, application number 200004500 (IP JG). Notwithstanding the signing of this lease, LESSOR has no obligation to construct the Marina. The design and configuration of the Marina is subject to further modification as part of an economic feasibility analysis being conducted. If LESSOR constructs and develops the Marina, LESSOR may do so according to the design it chooses, subject only to LESSEE having for its use the Boat Slips as provided herein.

B. BOAT SLIPS: LESSOR hereby leases to LESSEE for LESSEE's exclusive right and privilege the following ("Boat Slips"): Six (6) boat slips located contiguously along the north seawall of the Marina, as depicted in the sketch attached hereto as Exhibit B and located within that portion of the Marina property legally described in the attached Exhibit C. The six (6) boat slips shall be a minimum of one thirty (30) foot slip, two forty (40) foot slips, two fifty (50) foot slips, and one sixty (60) foot slip if design allows without a reduction in the number of slips of more than eight (8) from the current layout of 85 slips. The precise configuration and dimensions of the Boat Slips will be determined upon completion of LESSOR's economic feasibility analysis for the Marina. The leasehold rights conferred by this lease include the right to enter the Marina, to dock and tie up boats within the confines of individual Boat Slips and to access electricity and other utilities provided to the Boat Slips. The leasehold rights do not include any rights to the bottom lands of the Marina. Further, it is understood and agreed that this lease does not constitute a bailment. Except as otherwise provided herein, LESSEE shall retain and have exclusive care, custody, control and access to the boats (and their contents) that may be docked at the Boat Slips.

C. ADVANCE CONSTRUCTION OF BOAT SLIPS: At LESSEE's sole cost and expense, LESSEE may construct, use and maintain the Boat Slips provided herein in advance of LESSOR's construction and development of the Marina. Should LESSEE proceed with constructing its Boat Slips as provided herein and LESSOR later

constructs and develops the full Marina, LESSEE shall remove its improvements as are requested and specified by LESSOR in order to substantially conform the Boat Slips to the final construction of the Marina. LESSOR and LESSEE shall cooperate with each other on their respective plans so as to reduce potential construction conflicts and maximize the functionality of the Marina.

3. TERM: The term of this lease shall be for a period of ninety-nine (99) years commencing on August 18th, 2009 and ending on August 17th, 2108.

4. PURPOSE, FEES, COMPLIANCE WITH MARINA RULES AND REGULATIONS, AND INITIAL MARINA CONSTRUCTION COSTS:

A. LESSEE shall utilize the Boat Slips for dockage of boats/vessels.

B. Although LESSEE will not be required to pay rent for such use, LESSEE shall pay its share of Marina maintenance and utility fees as may be assessed from time to time by LESSOR against all other boat slips in the Marina in accordance with the Marina Rules (as defined below). LESSEE must pay any such fees within 30 days after the date of the invoice. Amounts not paid on a timely basis will be subject to a late charge, as outlined in the Marina Rules.

C. LESSOR may from time to time and at any time adopt and amend rules and regulations (the "Marina Rules") related to the operation, use and maintenance of the Marina (including all boat slips and other areas within the Marina) (including the Boat Slips). LESSOR represents and warrant that it will adopt and apply the Marina Rules in an even-handed manner, not treating the LESSEE or the Boat Slips in a less favorable manner than any other lessees or boat slips in the Marina. LESSOR shall furnish LESSEE a written copy of the Marina Rules (including amendments) to LESSEE'S addresses and contacts as specified for notices herein. LESSEE acknowledges that the initial Marina Rules have not yet been adopted by LESSOR and may not be in place prior to LESSEE'S construction of its docks, if the LESSEE decides to construct its docks before construction of the Marina (as permitted under Section 2.B. LESSEE further acknowledges that the Marina Rules, when adopted, may have a material affect on how the Boat Slips may be used. LESSEE covenants that it shall comply with the Marina Rules.

D. Notwithstanding any limitations on use of the Boat Slips that may arise in the Marina Rules, LESSOR and LESSEE agree that the Boat Slips may be used for commercial purposes related specifically to marine research, marine education, or marine environmental protection, including eco-touring boats, kayak outfitting, marine research boats and marine rescue boats.

E. LESSEE shall not be responsible for the construction and development costs, including but not limited to costs related to permits or licenses or compliance therewith, related to the initial construction of the Marina. However,

LESSEE will be obligated to pay a pro rata share (based on the ratio of dockage space in the Boat Slips to dockage space in the entire Marina) of the costs of reconstruction and redevelopment, if any, of the Marina that takes place more than 10 years after its full construction is completed.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the Boat Slips for all purposes necessary for the full, quiet enjoyment by LESSEE of the rights conveyed herein.

6. EASEMENTS FOR INGRESS AND EGRESS, PARKING AND FACILITIES: LESSOR hereby grants to LESSEE an easement over its lands to allow LESSEE to access its Boat Slips and for ingress and egress for LESSEE, its contractors, sublessees, licensees, and invitees. LESSOR further grants LESSEE a right to use, on a non-exclusive basis, six (6) parking spaces provided by LESSOR that are reasonably accessible to the Boat Slips. LESSEE shall further have non-exclusive access to piers, docks, sidewalks and other common areas of the Marina that are reasonably necessary for use of the Boat Slips provided herein.

7. ASSIGNMENT: Both LESSOR and LESSEE may assign this lease in whole or in part without the consent of the other party. Any assignment made either in whole or in part shall be subject to the terms and conditions of this lease unless expressly released in writing by LESSOR. Any party assigning its interest in this lease in whole or in part must notify the other party of such assignment within 30 days after the assignment takes effect.

8. SUBLEASES: LESSEE may sublease any of the Boat Slips provided that LESSEE remains responsible for compliance with the terms and conditions hereof. LESSEE may enter into such subleases without the approval of LESSOR. Any use of the Boat Slips by a sublessee shall be in compliance with the Marina Rules. LESSEE may grant a sublessee a license to utilize LESSEE's easements.

9. PLACEMENT AND REMOVAL OF IMPROVEMENTS: Once the Boat Slips are initially constructed, LESSEE may construct additional improvements to its Boat Slips provided such improvements are approved pursuant to the Marina Rules. Any such improvements shall be installed or constructed at the sole cost and expense of LESSEE. LESSEE may remove improvements installed or constructed on the Boat Slips at any time provided that such removal does not damage any of the other portions of the Marina or the route of ingress and egress provided by LESSOR or the parking area provided by LESSOR. If LESSEE vacates or terminates this lease in whole or in part and LESSEE does not remove its improvements upon vacating the Boat Slips, then such improvements shall become the sole property of LESSOR for LESSOR to use or dispose of in its sole discretion. LESSEE must promptly reimburse LESSOR for any costs incurred by LESSOR in removing any improvements made by LESSEE.

10. INSURANCE: Once LESSOR has constructed and developed the Marina and LESSEE is able to utilize the Boat Slips, LESSEE shall procure and maintain at its

sole cost and expense policies of fire, extended risk and liability insurance coverage as may be required by the Marina Rules. The policies shall be in such amounts and in such form as required by the Marina Rules and shall name LESSOR as an additional insured.

11. LIABILITY:

A. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

B. LESSEE shall indemnify, defend and hold harmless LESSOR and its parent, subsidiaries, partners, officers, directors and employees from and against any and all liabilities, obligations, damages, claims, suits, losses, causes of action, liens, judgments and expenses (including court costs, attorney's fees and costs of investigation) of any kind, nature or description resulting from any injuries to or death of any person or any damage to property which arises, or is claimed to arise from the operation, use, maintenance or storage of vessels associated with LESSEE'S Boat Slips in the Marina, except to the extent caused by the negligence of LESSOR.

12. PAYMENT OF TAXES: LESSEE shall pay all taxes assessed by any governmental taxing authority as to the Boat Slips.

13. LIENS: LESSEE shall not permit any mechanic's or materialman's liens to be assessed or levied against the Boat Slips or the Marina and shall discharge and remove any such liens promptly and shall hold LESSOR harmless therefrom.

14. DAMAGE TO THE MARINA: LESSEE shall not do, or suffer to be done, in, on, or upon the Marina or Boat Slips or as affecting the Marina, Boat Slips or adjacent properties, any act which may result in damage to the value of the Marina, the Boat Slips or adjacent properties, or any part thereof.

15. COMPLIANCE WITH LAWS AND REGULATIONS:

A. If LESSOR elects to construct the Marina, LESSOR shall construct, develop and operate the Marina in compliance with all laws and regulations, including any permits and authorizations obtained from governmental authorities.

B. In its use of the Boat Slips and Marina, LESSEE shall comply with all laws and regulations applicable to the Boat Slips, the Marina and to the vessels using the Boat Slips.

16. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail, postage prepaid, return receipt requested, and shall include but not be limited to notices of any breaches or defaults of this lease to the last address of the party to whom notice is to be given as designated by such party in writing for itself and

its successor and assigns. LESSOR and LESSEE hereby designate their addresses and contacts presently as follows:

LESSOR: Houston Todd
Centex Homes
2301 Lucien Way, Suite 400
Maitland, Florida 32751

With copies to: Dan Blake
Centex Homes
12701 Whitewater Drive, Suite 300
Minnetonka, Minnesota 55343

Centex Homes
2728 North Harwood
Dallas, Texas 75201
Attn: General Counsel

LESSEE: Marineland Research Resort, LLC
9600 Oceanshore Boulevard
Marineland, Florida 32080
Attention: Carl J. Hampp

With a copy to: The Jacoby Group, Inc.
171 17th Street N.W., Ste. 1550
Atlanta, GA 30363
Attention: John C. Borden

Albert J. Hadeed
4 Ocean Vista Lane
The Hammock, FL 32137

17. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should either party breach any of the covenants, terms, or conditions of this lease (including the obligation to pay its share of Marina maintenance and utility fees, as described in Section 4), such party shall give written notice to the other party, giving the other party the opportunity to remedy such breach within 30 days of such notice. In the event a party fails to remedy the breach to the satisfaction of the other party within 30 days of receipt of written notice, such party shall be entitled to enforce the covenants, terms, or conditions and recover from the other party all damages such party may incur by reason of the breach, including but not limited to, the cost of remedying the breach and attorney's fees and costs in the event of court or administration enforcement. Furthermore, in recovering unpaid amounts, LESSEE will have the right to proceed under the provisions of Florida Statutes section 328.17, which provides a process for non-judicial sale of vessels to recover unpaid marina fees. Forbearance by any party to enforce one or more events of breach or default shall not be deemed or construed to

constitute a waiver of any other breach or default, including a further event of the same breach or default.

18. APPLICABLE LAW, VENUE AND WAIVER OF RIGHT TO JURY TRIAL: The laws of the State of Florida shall govern the interpretation and enforcement of this lease (except choice of law provisions that would make Florida law inapplicable to this lease). Venue for any disputes under this lease shall be in the courts of Flagler County, Seventh Judicial Circuit. The parties hereby waive any right to the removal jurisdiction of the federal courts and of any other action that asserts a claim under the laws of the State of Florida in federal court, whether in an original action or pursuant to any claim of concurrent jurisdiction. Further, the parties hereby agree that in the event of any action to enforce this lease, the right of a jury trial is waived by each.

19. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the written approval of the parties.

20. SECTION CAPTIONS: Sections, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

21. NO BROKER: The parties represent and warrant to each other that neither party, including their respective representatives, employees or agents, have dealt with or consulted with any real estate broker or agent in connection with this lease at any time. Without limiting the effect of the foregoing, each party agrees to indemnify and save the other harmless from any claim or demand made by any real estate agent or broker claiming to have dealt with or consulted with the other party in connection with this lease.

22. SUCCESSORS AND ASSIGNS: This lease shall be binding on and inure to the benefit of the parties and their successors.

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IN WITNESS WHEREOF, this Lease is executed by Lessor and Lessee as of the date first above written.

LESSOR:

CENTEX HOMES, a Nevada general partnership,
d/b/a Centex Destination Properties

By: CENTEX REAL ESTATE CORPORATION,
a Nevada corporation,
its Managing General Partner

By: DBlan
Print Name: Daniel Blake
Title: VP
Date: August 18, 2009

LESSEE:

MARINELAND RESEARCH RESORT, LLC, a Georgia limited liability company

By: _____
Print Name: James F. Jacoby
Title: _____
Date: August 18, 2009

IN WITNESS WHEREOF, this Lease is executed by Lessor and Lessee as of the date first above written.

LESSOR:

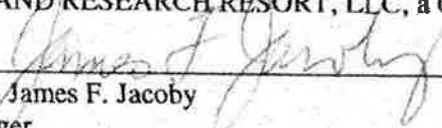
CENTEX HOMES, a Nevada general partnership,
d/b/a Centex Destination Properties

By: CENTEX REAL ESTATE CORPORATION,
a Nevada corporation,
its Managing General Partner

By: _____
Print Name: _____
Title: _____
Date: August 18, 2009

LESSEE:

MARINELAND RESEARCH RESORT, LLC, a Georgia limited liability company

By:  _____
Print Name: James F. Jacoby
Title: Manager
Date: August 18, 2009