

EXHIBIT 7

AMENDED AND RESTATED LICENSE AGREEMENT FOR DOCK SPACE

Between

BROWARD COUNTY

and

NOVA SOUTHEASTERN UNIVERSITY, INC.

for

VESSEL DOCKAGE AND SERVICES
IN BROWARD COUNTY, FLORIDA

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VESSEL DOCKAGE AND SERVICES
IN BROWARD COUNTY, FLORIDA

This is an Amended and Restated License Agreement for Dock Space between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners, whose address is 115 N. Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301,

AND

NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida not for profit corporation, hereinafter referred to as "NOVA," whose address is Nova Southeastern University, c/o The Oceanographic Center, 8000 N. Ocean Drive, Dania, Florida 33004, ATTN: Harbormaster.

WITNESSETH

WHEREAS, COUNTY and NOVA entered into a License Agreement for Dock Space ("License") on November 24, 2009, providing for vessel dockage and certain related services at NOVA's Oceanographic Center ("Center") in Fort Lauderdale, Florida; and

WHEREAS, NOVA wishes to sublease and expand the Center onto certain lands (the "Property") which COUNTY conveyed to the Board of Trustees of the Internal Improvement Trust Fund of The State of Florida ("TRUSTEES") by a warranty deed attached as Exhibit A ("Deed") dated August 27, 1974, recorded in the Public Records of Broward County, Florida at Official Records Book 5973, Page 371; and

WHEREAS, the Deed includes a restriction on the use of the Property limiting it to recreational purposes as administered by the Florida Department of Environmental Protection's Division of Recreation and Parks ("FDEP," as successor to the Florida Department of Natural Resources), in accordance with its rules and regulations and an associated reverter to COUNTY if the Property is abandoned or ceases to be used for the aforementioned recreational purposes; and

WHEREAS, that certain proposed instrument entitled "John U. Lloyd State Park and Broward County, Florida, Acknowledgment and Agreement" by County for the benefit of NOVA, FDEP, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida dated _____, 2010, ("Limited Waiver") provides a limited waiver of COUNTY's Deed restrictions and reverter interests during the period of a proposed sublease between NOVA and FDEP for the Property; and

WHEREAS, NOVA has further agreed that the vessel dockage and related services being provided under the License will be made available to COUNTY at no cost during the period it subleases the Property and the COUNTY's limited waiver of its Deed restrictions and revert interests are in effect;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and other good and valuable consideration hereinafter set forth, COUNTY and NOVA agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. AMENDMENT. Upon the effective date of this First Amendment to License Agreement for Dock Space ("Amendment"), the License is mutually rescinded and replaced with this Amendment.
3. TERM. The term of this Amendment shall commence on the date that the last of the parties hereto execute this Amendment (the "Effective Date") and shall expire on any expiration or termination of the Limited Waiver.
4. USE OF SPACE. NOVA hereby licenses COUNTY the right to use a dock space assigned by the Center's harbormaster (the "Dock Space") and an area designated for a dive and vessel equipment storage shed ("Shed"). The Dock

Space shall be located on the side of the boat basin near to NOVA's scuba gear cleaning tank and COUNTY's Shed. The Dock Space shall only be used by COUNTY to dock the Vessel identified in Exhibit "A" and for no other purpose. COUNTY agrees to provide the Center's Harbormaster an updated Exhibit "A" before using the Dock Space for any other Vessel. COUNTY shall not dock the Vessel at any other dock space of NOVA's without the consent of the Center's harbormaster. Water and adequate capacity electrical service (minimum 30amp, 120VAC) shall be available to both the Vessel and Shed.

5. CHARGE FOR SPACE. There shall be no charge for COUNTY's use of the Dock Space, the area designated for COUNTY's Shed, NOVA's scuba gear cleaning tank, and associated use of water and electrical hookups and services.
6. SECURING THE VESSEL. COUNTY shall at all times have the Vessel properly and safely secured to the dock by the use of sufficient mooring lines and other customary equipment.
7. CLEANLINESS OF THE DOCK AREA. COUNTY shall at all times keep the dock area surrounding the Vessel clean and free of any equipment or other property of any kind. NOVA has designated a storage area for COUNTY's Shed, which area is a part of the space licensed for COUNTY's use herein.
8. LACK OF OBLIGATIONS. COUNTY acknowledges and agrees that NOVA shall have no obligation to COUNTY (i) to provide utilities other than the electrical and water services described herein, or any lavatory, shower, headpump, or other similar services or facilities; (ii) to inspect the Vessel for any purpose; (iii) to repair or maintain the Vessel; (iv) to provide uniformed or non-uniformed security personnel, or to take any other security measures or precautions for the safety of the Vessel, the contents therein, or any of COUNTY's other property on or around the docks; (v) to in any way care for the Vessel; or (vi) to provide first aid or any other medical assistance.
9. EMERGENCY ACTION. NOVA shall have the right, but shall not be obligated, in NOVA's sole and absolute discretion, to take emergency action including, without limitation, moving the Vessel to prevent the Vessel from sinking, damaging the docks or any other NOVA property, or damaging any other vessel at or around the docks. If practicable, NOVA's harbormaster shall provide verbal notice to COUNTY to take any necessary emergency action, and, if COUNTY cannot, NOVA may take such action without liability and at COUNTY's sole cost. NOVA shall notify COUNTY within 24 hours in writing in accordance with the Notices provision of this Amendment in the event that NOVA moves the Vessel or takes other emergency action pursuant to this Paragraph, unless a longer

period is necessary to provide notice due to a Force Majure condition pursuant to Paragraph 32.

10. STORMS. The boat basin at the Center and the Dock Space at which the Vessel is docked are not a hurricane safe harbor. COUNTY must evacuate the Vessel from the basin upon issuance of a Hurricane Watch by the National Weather Service. This means within 36 hours of expected arrival of a hurricane. If COUNTY fails to evacuate the Vessel, then NOVA shall have the right, but shall not be obligated, to do so, or to take any other action as determined in NOVA's sole and absolute discretion, including the sinking of the Vessel. Any such action by NOVA shall be without liability to NOVA and at COUNTY's sole cost. NOVA shall notify COUNTY within 24 hours in writing in accordance with the Notices provision of this Amendment in the event that NOVA evacuates, sinks, or takes any other action pursuant to this Paragraph affecting the Vessel, unless a longer period is necessary to provide notice due to a Force Majure condition pursuant to Paragraph 32.
11. RISK OF LOSS AND RELEASE. The Vessel, its contents and any of COUNTY's other property at or around the docks (including, without limitation, Shed) shall be kept at the Center at COUNTY's sole risk, other than as specified herein. If the Dock Space or Shed space changes due to any reason associated with NOVA's own use of the Center, including any redevelopment of or maintenance work, NOVA agrees to immediately assign a replacement Dock Space and, at its own cost, relocate the Shed and COUNTY's property stored therein to a new designated storage shed location. COUNTY hereby releases NOVA from all other claims and suits for any loss, damage, or injury to the Vessel, its contents and any of COUNTY's other property arising from fire, theft, vandalism, water damage, collision, improper mooring, hurricane, storms, wind or any other cause, except if such cause may be due in whole or in part to NOVA's gross negligence or the gross negligence of NOVA's employees, agents, or contractors. County is a self-insured entity pursuant to Section 627.7264, Florida Statutes and subject to Section 768.28, Florida Statutes.
12. INSURANCE. COUNTY is a self-insured entity pursuant to Section 627.7264, Florida Statutes and subject to Section 768.28, Florida Statutes. NOVA acknowledges that COUNTY has furnished NOVA with written verification of such self-insurance status in accordance with the License, and COUNTY agrees to maintain such self-insurance throughout the term of this Amendment.
13. LIMITATION ON LIABILITY. Unless otherwise provided for herein, NOVA shall not be liable to COUNTY or to any person in any way associated or connected with COUNTY, or to any of their property, or to COUNTY's property, including,

without limitation, COUNTY's Vessel. COUNTY acknowledges and agrees that NOVA is not liable or responsible for the acts or omissions of any third parties who have licensed dock spaces at the Center or their agents, employees, contractors, or invitees.

14. INDEMNIFICATION. COUNTY hereby agrees to indemnify, defend, and hold NOVA, its officers, trustees, agents, and employees harmless from and against any and all claims, suits, liabilities, losses, damages, costs, and expenses (except, unless otherwise provided for by law, reasonable attorneys' fees) incurred by or alleged against NOVA arising out of or in connection with (i) COUNTY's use of the Dock Space and COUNTY's activities with respect thereto, and (ii) any of COUNTY's acts, omissions, or negligence, or that of COUNTY's employees, agents, contractors or any other person in any way associated or connected with COUNTY. COUNTY's obligations under this Paragraph shall survive the expiration or earlier termination of this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. NOVA acknowledges that COUNTY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and COUNTY agrees to be fully responsible for the acts and omission of COUNTY's agents or employees to the extent permitted by law.
15. NO INTERFERENCE. COUNTY shall not, under any circumstances, interfere with any of NOVA's activities at the Center, or any of the activities of other vessel owners. You shall not be permitted on any part of the Center other than the dock area, the parking area, or the area where our harbormaster is located.
16. NO MODIFICATIONS. COUNTY shall make no changes, alterations, or modifications of any type or kind to the Dock Space or any other part of NOVA's dock area without NOVA's prior written consent, which consent may be granted or withheld in NOVA's sole discretion.
17. REPAIRS. COUNTY shall be allowed to make repairs to the Vessel while in the Dock Space. Prior to making any such repairs, COUNTY shall provide notice to NOVA's harbormaster describing the repairs intended to be made, and, if the harbormaster determines in his/her sole and absolute discretion that such repairs create unacceptable risk, then it shall notify County of its determination that COUNTY shall not be permitted to make same.
18. RULES AND REGULATIONS. COUNTY shall abide by and comply with NOVA's rules and regulations attached hereto as Exhibit "B" and made a part hereof. COUNTY shall also abide by and comply with any amendments or alterations to

such rules and regulations and any additional rules and regulations that NOVA may adopt and provide COUNTY notice of which do not conflict with the terms of this Amendment.

19. COMPLIANCE WITH LAWS. COUNTY agrees, at its own cost and expense, to comply with all applicable laws, ordinances, rules, and regulations of any governmental authority relating to COUNTY's Vessel and COUNTY's use thereof, as well as COUNTY's use of the Dock Space and COUNTY's activities conducted thereon.
20. HAZARDOUS WASTES. COUNTY shall neither cause nor permit (i) the Vessel to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process any hazardous or toxic wastes, materials or substances as defined in any federal, state or local environmental law, ordinance, regulation, or rule ("Hazardous Wastes"), or (ii) a release of Hazardous Wastes into the boat basin or on any part of the Center.
21. ASSIGNMENT. COUNTY shall not assign its interest in this Amendment, or its rights or obligations herein, nor shall COUNTY sublicense the right to use the Dock Space, without NOVA's prior written content, which consent may be granted or withheld in NOVA's sole and absolute discretion. NOVA may at any time assign its interest in this Amendment or any of our rights or obligations herein.
22. DEFAULT. If either party defaults hereunder, the other party has the right to immediately terminate this Amendment by written notice to the other party, in addition to the right to pursue all other rights and remedies available at law and in equity. Additionally, should NOVA terminate this Amendment, regardless of default, NOVA agrees that such action also terminates the Limited Waiver and the Sublease to NOVA referred to therein. In the event of a termination, COUNTY shall remove the Vessel from the Dock Space and boat basin and all of COUNTY's other property from the Center within fifteen (15) days of being provided written Notice in accordance with the Notice provisions of this Amendment. All of COUNTY's obligations under this Amendment shall continue to be applicable in connection with such removal.
23. GOVERNING LAW, JURISDICTION, AND VENUE. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action instituted by either party relating to this Amendment, the parties accept the exclusive jurisdiction of the courts of the State of Florida, and agree that venue shall lie exclusively in Broward County, Florida.

24. ENTIRE AGREEMENT AND MODIFICATION. This Amendment represents the entire understanding of the parties with respect to the matters set forth herein, and supersedes all prior and contemporaneous agreements, representations, and discussions, whether verbal or written. This Amendment may only be altered or amended by a written instrument duly executed by all parties.
25. NOTICES. Any and all notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given and received on the date a notice is (a) personally delivered with a receipt obtained, (b) noted as received, refused, or uncollected if sent by certified or registered mail, postage prepaid and return receipt requested, or (c) noted as being two (2) business days after deposit with a nationally recognized overnight delivery service (i.e., Federal Express). Each of the parties reserves the right to change its address set forth in the preamble of this Amendment to which notices are to be sent, and such change shall be provided in the manner required for the giving of notice under this Paragraph.
26. LITIGATION. In the event of any litigation arising out of this Amendment, the prevailing party shall be entitled to receive from the non-prevailing party, and the non-prevailing party shall pay upon demand, all reasonable attorneys' fees and costs incurred by the prevailing party through trial, appellate, bankruptcy and post-judgment proceedings.
27. SEVERABILITY. If any provision of this Amendment is found to be invalid or unenforceable by a court of competent jurisdiction, then all other provisions shall be valid and enforceable to the fullest extent permitted by law.
28. HEADINGS. The headings, paragraph and subparagraph numbers of this Amendment are for convenience only, and shall have no effect upon the meaning of any of the provisions herein.
29. WAIVER. No waiver by any party hereto of its rights under any provision of this Amendment shall constitute a waiver of such party's rights under such provision at any other time or a waiver of such party's rights under any other provision of this Amendment. No failure by any party to take any action in regard to a breach of this Amendment by the other party shall constitute a waiver of the former party's right to enforce any provision of this Amendment or to take action against such breach or any subsequent breach by such other party.
30. COUNTERPARTS. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

31. FURTHER ASSURANCES. Without limiting any of the rights or obligations contained herein, the parties agree to provide, within five (5) business days after receipt of a request from the other party, such documents as may be required to evidence compliance with the terms of this Amendment.
32. FORCE MAJEURE. Each party shall have no liability or obligation whatsoever to the other if it is unable to fulfill, or is delayed in fulfilling, any obligation under this Amendment, by reason of war or other national or local emergency, labor troubles, scarcity of materials or supplies, fire or other casualty, acts of God, or any other cause, similar or dissimilar, beyond the party's reasonable control.
33. RELATIONSHIP. Nothing herein shall create or be construed to create an employer-employee, principal-agent, partnership or joint venture relationship. Other than the additional obligations of the parties related to the Limited Waiver and the Sublease to NOVA referred to therein, the relationship of the parties is solely that of a licensor and licensee.
34. THIRD PARTY BENEFICIARY. Except as to the Limited Waiver and Sublease to NOVA referred to therein, neither party intends to directly or substantially benefit a third party by this Amendment. Therefore, other than rights and obligations under the Limited Waiver and Sublease to NOVA, the parties agree that there are no third party beneficiaries to this Amendment and that no third party shall be entitled to assert a claim against either of them based upon this Amendment. The parties expressly acknowledge that it is not their intent to create any other rights or obligations in any third person or entity under this Amendment.
35. RELIANCE. COUNTY and NOVA acknowledge that this Amendment relies upon the statements, representations, and effectiveness of the Limited Waiver and Sublease to NOVA referred to therein.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and Nova Southeastern University, Inc., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County Commissioners

BY _____
Mayor
____ day of _____, 20____.

Approved as to Insurance
Requirements by
RISK MANAGEMENT DIVISION

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

By _____

By _____
(Date)
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND NOVA SOUTHEASTERN UNIVERSITY, INC., FOR CONSULTANT SERVICES FOR VESSEL DOCKAGE AND SERVICES IN BROWARD COUNTY, FLORIDA.

FOR NOVA SOUTHEASTERN UNIVERSITY, INC.

ATTEST:

Secretary

By _____
President/Vice President

(Please Type Name of Secretary)

(Please Type Name of President/Vice President)

CORPORATE SEAL

___ day of _____, 20__.

EXHIBIT "A" - DESCRIPTION OF VESSEL

Name of Vessel _____

Name of Owner _____

Owner's Address _____

Owner's Telephone Home () _____ Office () _____

Vessel's/ State _____

Registration Number _____

Vessel's Document Number/

State Title Number _____

Vessel Manufacturer's

Hull Number _____

Vessel's Make _____

Vessel's Overall Length _____

Power: Sail/Outboard/

Inboard/Other _____

Engines: How many: _____ Horse Power: _____ Type of Fuel: _____

Owner's Insurance Company and Policy Number _____

EXHIBIT "B" - RULES AND REGULATIONS

1. All Vessels must at all times be in compliance with all United States Coast Guard regulations.
2. All accidents and injuries must be immediately reported to the harbormaster.
3. No firearms or explosives of any kind shall be brought or kept on the Vessel or any part of Licensor's property, except for United States Coast Guard approved emergency signaling devices.
4. No parties or other social gatherings of any kind shall be permitted on or about the Vessel.
5. Swimming, diving and fishing are not permitted in the boat basin.
6. Neither garbage nor refuse of any kind shall be discharged into the boat basin.
7. No open flames of any kind are allowed on or about the docks. No combustibles may be stored in the Vessel, except as approved by United States Coast Guard regulations.
8. The use of alcoholic beverages, beer, wine, or drugs of any kind is prohibited.
9. No person may stay aboard the vessel overnight without the prior consent of the harbormaster.
10. Water hoses may not be connected to any Vessel except with the prior consent of the harbormaster.
11. Vehicles may be parked only in designated areas.
12. Any individual other than Licensee or his or her immediate family who is going on the Vessel must first register with the harbormaster.
13. No discharge of holding tanks, bilges or heads is allowed.