LORO PARQUE KILLER WHALE FACILITY SERVICE
AND LOAN AGREEMENT

In ___, on ________________

Before me, ___ Notary Public with residence in ___

APPEAR:

_________________________, on behalf of SeaWorld, Inc.

_________________________, on behalf of Loro Parque S.A.

THEY STATE:

I. That Loro Parque, S.A. (hereinafter Loro Parque) operates a zoological park located in Puerto de la Cruz, Tenerife, Espana (Canary Islands – Spain);

II. That SeaWorld Inc. (hereinafter SeaWorld) is a company engaged in the activities of animal husbandry and exhibition, and that conservation, education and research are key parts of such activities;

III. That SeaWorld is the owner of the world’s largest breeding group of killer whales;
IV. That SeaWorld is the world leader in the captive breeding of cetaceans, including killer whales and dolphins;

V. That SeaWorld’s existing habitats for the maintenance of its killer whales must be managed to maximize carrying capacity, and therefore require the relocation of selected whales to other operators of quality habitats; and

VI. That SeaWorld and Loro Parque wish to enter into an agreement by virtue of which SeaWorld will lend killer whales and provide technical services to Loro Parque; such agreement shall be subject to the following

CLAUSES

One.- Technical Services

A. Services: SeaWorld agrees to provide to Loro Parque technical services, support and expertise for the following: (i) the care and training of Orcinus orcus (individually a “Killer Whale” and collectively, the “Killer Whales”) in captivity; (ii) the management of a breeding program for Killer Whales involving both natural breeding and assisted breeding through the application of artificial insemination; (iii) the training of all Loro Parque contractors or personnel in any way associated with or handling the Killer Whales; (iv) the production and performance of shows featuring the Killer Whales, (v) Loro Parque’s construction of a facility (the “Facility”) at Loro Parque’s zoological park in the Canary Islands (the “Park”) complete with life support systems for the housing, supporting, training and exhibition of the Killer Whales; (vi) maintenance of the water quality and life support systems at the Facility; (vii) the transport,
acclimation and training of the Killer Whales (viii) the maintenance of all records, training procedures, medical procedures, and the maintenance of the Facility (ix) the development of an insurance program for Loro Parque's operation of the Facility; and (x) such other matters as the parties may mutually agree in writing to be necessary or appropriate in the circumstances (collectively, the "Services").

B. Standards: As part of the Services, SeaWorld shall develop protocols, standards and procedures for the care and safe-keeping of the Killer Whales, the rendering of the Services and operation of the Facility, a copy of which are attached as Exhibit 1 of this Agreement (the "Standards"). SeaWorld shall have the right to modify the Standards from time to time; however, SeaWorld will not require Loro Parque to meet any Standard that SeaWorld does not meet in its own zoological parks, except for conditions, if any, that may arise and are unique to the Canary Islands. Sea World will notify Loro Parque in writing of any such modification to the Standards, which will be deemed accepted unless Loro Parque notifies SeaWorld in writing that Loro Parque will not agree to such modification within thirty (30) days after being notified of such proposed modification. If Loro Parque does not accept such modification, SeaWorld will have the right to terminate this Agreement by providing written notice to Loro Parque within sixty days (60) from the date of receipt of Loro Parque's refusal to accept the proposed modification. Termination will be without prejudice to SeaWorld claims for damages and lost revenue in case Loro Parque's refusal to accept the updates or modifications is unreasonable or unjustified on objective grounds.

The parties recognize the absolute importance and duty of Loro Parque to strictly comply and abide by the Standards then in effect at all times and all
Circumstances. The parties agree that the Standards are an integral part of this Agreement.

C. Support and visits of SeaWorld personnel: SeaWorld shall provide Loro Parque with ongoing advisory services and access to SeaWorld expertise and personnel in providing the Services.

During the planning and construction of the Facility and for a one year period after the Killer Whales are first displayed to the public, SeaWorld personnel shall visit the Park frequently as is necessary in order to provide the Services. Loro Parque recognizes that, during this period, a number of trips may be necessary by a number of different individuals. Loro Parque agrees to pay SeaWorld’s actual out of pocket costs incurred with respect to such travel, including business class air fare. After such period ends, Loro Parque shall pay to SeaWorld as a travel allowance for all trips required in order to provide the Services an annual lump sum payment of [REDACTED]. This annual payment will be paid quarterly simultaneously with the payments under Clause Seven B below, and shall be adjusted for inflation pursuant to Clause Seven E below. Loro Parque shall not be responsible for the actual travel expenses of personnel traveling after the end of this initial period, except as follows. In emergencies or for travel requested by Loro Parque and not previously scheduled by SeaWorld, Loro Parque will reimburse SeaWorld for its actual travel expenses.

Loro Parque shall not be responsible for the actual salary or benefit costs of any SeaWorld individuals in order to provide the Services described in this paragraph C.
D. **SeaWorld Staffing**: In addition to the aforementioned travel allowance, throughout the Term of this Agreement (as defined in Clause Two), SeaWorld shall have the right, but not the obligation, to appoint to the Park one senior staff animal trainer (not a veterinarian). This individual will work with Loro Parque’s management and zoological staff, but will remain an employee of Sea World and report to the SeaWorld Vice President of Zoological Operations. SeaWorld shall have the right to suspend this appointment during the Term of the Agreement, and to reinstate the appointment of the same individual or appoint a replacement any time after such appointment has been suspended.

SeaWorld shall pay the salary and benefit expenses together with the costs for housing, meals, and transportation of such trainer. Loro Parque will reimburse SeaWorld a quarterly sum of \[ \text{for employment expenses relating to the trainer (adjusted annually for inflation per Clause Seven E below)} \] simultaneously with the “per guest fee” payments required under Clause Seven B below. Loro Parque agrees to assist this trainer with obtaining at reasonable cost (and no additional cost to Loro Parque) housing, meals and local transportation during such appointment. For that purpose, Loro Parque will offer for a net cost of \[ \text{per month half-board accommodation at the Hotel Botánico, a five-star Hotel at Puerto de la Cruz, free lunch every day at any of Loro Parque restaurants and free use of a company car.} \] To the extent allowable under applicable law, the term of the trainers’ duties will be limited so as to minimize or eliminate the costs associated with expatriates. The appointment of such trainer shall be subject, as necessary, to obtaining the relevant residence and work permits.

Loro Parque agrees that it will not recruit for employment any of the SeaWorld personnel provided under the terms of this Agreement.
E. Loro Parque Staffing: Throughout the Initial Term and any extensions of it, Loro Parque shall employ an appropriate number of trainers, veterinarians and water quality technicians for the care and training of the Killer Whales and for the supervision and maintenance of the Facility in strict accordance with the Standards.

In no event may any employment relationship be deemed to exist between the Loro Parque personnel and SeaWorld.

F. Qualifications and Training: All Loro Parque animal training, animal care and water quality staff will be trained by Loro Parque at a level comparable to that of a SeaWorld staff member of a comparable position, and at all times in accordance with the Standards. Loro Parque will have the obligation to procure, at its expense, the above training on a continuous basis.

Initial animal training for animal care staff who may be associated with the Killer Whales will be carried out at SeaWorld facilities in the U.S.A. by SeaWorld as part of the Services. Loro Parque shall pay the salaries and any travel and living cost of its own staff while being trained.

Once the Killer Whales are at the Facility, any ongoing training will be carried out there and provided by Loro Parque.

Two.- Term:

A. Initial Term: This Agreement shall enter into force on today’s date and shall remain in force for a period (the “Initial Term”) of twenty-five (25) years after the date of delivery of a Killer Whale to the Facility (the “Delivery Date”) in the manner contemplated in Clause Three.
B. Extensions: SeaWorld shall have the right to extend the Initial Term for an additional ten (10) years by providing written notice to Loro Parque within six (6) months after the tenth anniversary of the Delivery Date. If Loro Parque agrees to such extension in writing within three (3) months of receiving such notice from SeaWorld, the Agreement shall be extended for ten (10) years after the date the Initial Term would have ended.

If Loro Parque does not agree to such extension within such three (3) month period, this Agreement will terminate at the end of the Initial Term.

If Loro Parque agrees to an extension of the Initial Term, the extension process described above would then be repeated for a successive ten (10) year extension and another additional five (5) year extension, for a total fifty (50) year term (the Initial Term and any extension of it shall be referred to as the “Term”); provided, that, unless otherwise agreed to by the parties, in no event will the Agreement continue for more than fifty (50) years after the Delivery Date.

C. Contingencies: Notwithstanding anything in this Agreement that may be to the contrary, the obligation of SeaWorld to loan the Killer Whales to Loro Parque and the obligation of Loro Parque to accept such loan is expressly contingent upon the following:

(1) The parties shall have secured all necessary permits, licenses or other approvals from all applicable governmental authorities required including, but not limited to, the United States Department of Agriculture – Animal Health and Plant Inspection Service (“APHIS”); the United States Department of
Commerce – National Marine Fisheries Service (“NMFS”); the United States Department of Interior – Fish and Wildlife Service (“FWS”); Spanish, European Union or Council and/or United States CITES Management and/or Scientific Authorities; Customs Services; Departments of Agriculture and Veterinary or any other Spanish or United States government authorities (collectively, “All of the Necessary Approvals”);

(2) The information requested from or to be provided by any party in connection with either party’s application for All of the Necessary Approvals is not objectionable to either of the parties in their respective discretion;

(3) All of the Necessary Approvals issued to each party shall be satisfactory to both parties in their respective discretion; and

(4) All of the Necessary Approvals shall remain in effect as of the date of the actual export of the Killer Whales by SeaWorld to Loro Parque.

Unless All of the Necessary Approvals are obtained by June 1, 2004, or such later date as may be agreed to by the parties, either party may terminate this Agreement upon notice to the other without further liability under this Agreement.
D. Permitting Responsibilities: SeaWorld agrees to use reasonable efforts to obtain all of the Necessary Approvals required to export the Killer Whales as Appendix II animals under CITES and Loro Parque agrees to use reasonable efforts to obtain All of the Necessary Approvals required to import the Killer Whales. Nothing in this Agreement shall be construed by either party as a representation or guarantee that All of the Necessary Approvals will be obtained, or are obtainable, and Loro Parque hereby specifically recognizes that SeaWorld shall not be required to apply for, or be obligated to obtain (i) a “C” designation for the Killer Whales under “Codes for the indication in permits and certificates of the source of specimens” found in “Annex VII to Commission Regulation (EC) No. 1808/2001 and/or CITES Resolution 12.3 or other relevant authority, or (ii) export authorization for the animals as Appendix I animals under CITES. Loro Parque shall have no obligation under this Agreement to commence construction of the Facility at any time, and the determination by it to commence construction based on the requirements and contingencies set forth in Clause Two C and this Clause Two D, shall be in its sole discretion and at its sole risk.

Three.- Loan of Killer Whales

A. Quantity: Subject to the limitations contained in paragraph F of this Clause Three, SeaWorld agrees to initially loan to Loro Parque three (3) Killer Whales, subject to the parties securing All of the Necessary Approvals provided for in Clause Two C above (the “Loan”).
SeaWorld shall have the right to add to the number of Killer Whales to be lent to Loro Parque a fourth Killer Whale, which, if it elects to do so, will automatically become part of the Loan. Loro Parque specifically agrees that SeaWorld shall have the right to include a fourth Killer Whale in the Loan and that the consideration payable under Clause Seven of this Agreement will not be altered whether the actual number of Killer Whales in the Loan is either three or four. Prior to transport, Loro Parque shall be given the opportunity to inspect the medical records of any of the Killer Whales designated for transport, and if it rejects any designated Killer Whale or Whales, SeaWorld may, in its sole discretion, replace such whale or whales with others acceptable to Loro Parque. Subject to such inspection of medical records, a list from which SeaWorld shall choose the Killer Whales is attached hereto as Exhibit 2. SeaWorld shall group the Killer Whales as soon as reasonably practicable at one of the SeaWorld parks to facilitate stability in the social grouping of the Killer Whales.

The three or four Killer Whales to be provided under this Clause Three A shall become part of the Loan and the responsibility of Loro Parque only when delivered to the Facility. SeaWorld may thereafter, at its option and expense, replace any of the Killer Whales which in its opinion would be more compatible in a different environment. However, any such replacement shall not be considered to be a Substitute Killer Whale subject to the limitations of two (2) in Clause Three F below.

The Killer Whales provided to Loro Parque shall remain the sole and exclusive property of SeaWorld. Loro Parque shall have the obligation to mention in its annual accounts, press releases, brochures, entrance vouchers and all other documents accessible by third parties that the Killer Whales are the property of SeaWorld, for which purpose SeaWorld shall furnish to Loro Parque one or more
approved forms of disclosure, and also shall furnish written authorization for the use of any affected trademarks and other marks and designs whose use is restricted under Clause Six A and which use is required in connection with such disclosure. Loro Parque agrees to provide any additional evidence reasonably requested by SeaWorld as to SeaWorld’s ownership and title to the Killer Whales.

B. Transportation: Within thirty (30) days of completion of the Facility, SeaWorld will transport or organize the transport, at Loro Parque’s expense, the Killer Whales to the Facility.

C. Births: The parties further and specifically agree that all offspring of the Killer Whales shall be the sole and exclusive property of SeaWorld. SeaWorld shall have the right to remove, at its own expense, all offspring from the Facility at any time during the Term. If SeaWorld elects not to remove all or any of the offspring from the Facility, such offspring shall become part of the Loan. Notwithstanding this, SeaWorld shall have the right to terminate the Loan with respect to any offspring only and to remove it from Loro Parque, by providing Loro Parque a thirty (30) day written prior notice at any time during the Loan.

D. Death: If a Killer Whale dies after delivery to the Facility for any cause other than the actions or neglect of Loro Parque, and such death reduces the number of Killer Whales to one (1) at the Facility, then subject to the parties securing all necessary permits, licenses or other approvals from all applicable governmental authorities, and at Loro Parque’s expense, SeaWorld shall provide a substitute Killer Whale (a “Substitute Killer Whale”) for the remainder of the Term. The Substitute Killer Whale will be provided to the Facility no later than nine (9) months after the death of the previous Killer Whale, subject to the same contingencies involving All of the Necessary Approvals for the Substitute Killer Whale.
Whale as are set forth in Clause Two C(1), Two C(2), Two C(3) and Two C(4) above with respect to the original Killer Whales. The identity of any Substitute Killer Whale will be determined by SeaWorld; provided, that in no event will SeaWorld be obligated to provide a Killer Whale for this purpose if providing it would reduce the total number of Killer Whales at all SeaWorld United States locations to fourteen (14) or less.

At SeaWorld’s option, SeaWorld personnel designated by the SeaWorld Vice President of Zoological Operations may perform a necropsy for any deceased Killer Whale in Loro Parque’s possession.

The provisions of Articles 1484 to 1489 of the Spanish Civil Code shall not be applicable and will be replaced by the provisions specifically agreed in this Agreement.

E. Liquidated Damages for Death: In the case of a Killer Whale death caused by the intentional act or neglect of Loro Parque, the parties agree that Loro Parque shall pay to SeaWorld as liquidated damages, based on the age of the subject Killer Whale at the time of the death, an amount determined as follows:

- for a Killer Whale below the age of ten (10) years of age,
- for a Killer Whale between ten (10) and twenty (20) years of age and
- for a Killer Whale over twenty (20) years of age. The amount of the liquidated damages hereby agreed upon will be adjusted annually, commencing one year after the Anniversary Date (as defined in Clause Seven B below), by the annual rate of U.S. inflation as measured by the U.S. Consumer Price Index – all Urban Consumers (CPI-U) as measured by the U.S. Department of Labor, Bureau of Labor Statistics for the immediately preceding year.
F. **Limitation:** Notwithstanding any other provision of this Agreement to the contrary, SeaWorld shall not be required to substitute more than two (2) Killer Whales during the Term. However, after providing two (2) substitute Killer Whales, if SeaWorld elects not to provide a substitute Killer Whale, Loro Parque may terminate the Agreement within three (3) months after SeaWorld notifies Loro Parque that a substitute Killer Whale will not be provided. Upon such termination, SeaWorld shall remove the remaining Killer Whale from the Facility at SeaWorld’s cost and expense.

If Loro Parque elects not to terminate the Agreement within such three (3) month period, this termination right shall expire and the Agreement shall remain in full force and effect. If the remaining Killer Whale dies, and SeaWorld elects not to provide a substitute Killer Whale, the Agreement shall then terminate.

G. **Liens and Return of Killer Whales on Termination:** Loro Parque shall not move or transfer the Killer Whales from the Facility, or grant any rights in the Killer Whales, their genetic material, or their progeny to any person or party. Loro Parque shall keep the Killer Whales free from any adverse lien, security interest or encumbrance including, by way of example and not limitation, (i) expressly stating in the relevant documents that the Killer Whales are excluded from any security or other such interests granted with respect to Loro Parque’s property or the Facility, and (ii) posting notices at the Facility stating SeaWorld’s ownership of the Killer Whales in form and substance satisfactory to SeaWorld. On termination of this Agreement for any reason whatsoever, the Loan shall terminate and, subject to any other provision of this Agreement to the contrary, Loro Parque shall return to SeaWorld at SeaWorld’s expense all Killer Whales loaned to Loro Parque under this Agreement.
Four.- Insurance and Indemnification

A. Insurance: Loro Parque shall obtain and maintain in full force and effect insurance in accordance with the Standards including, without limitation, Commercial General Liability (Bodily Injury and Property Damage) and Employer’s Liability coverage for the operation of the Facility for a minimum amount of $[REDACTED]. Prior to delivery of the Killer Whales, Loro Parque shall provide to SeaWorld a certificate of such coverage identifying SeaWorld and its affiliates as an additional insured, and shall provide a certificate evidencing renewal of such coverage not less than thirty (30) days prior to expiration of any existing coverage. Any insurance company or companies providing such coverage must be reputable, financially strong and reasonably acceptable to SeaWorld.

B. Indemnification by Loro Parque: Loro Parque shall indemnify SeaWorld, its parent, subsidiaries and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, expenses, liabilities and judgments, including reasonable attorneys’ fees, court costs and other legal expenses (collectively, the "Claims") arising from or connected with: (i) any breach by Loro Parque of any of its obligations under this Agreement or the inaccuracy of any warranty or representation made by Loro Parque in the Agreement; (ii) any act or failure to act by Loro Parque directly or indirectly related to its performance of the Agreement constituting negligence or reckless or willful misconduct; or (iii) any Claim brought against SeaWorld in any way relating to the Killer Whales at the Park.

C. Indemnification by SeaWorld: SeaWorld shall indemnify Loro Parque, its parent, subsidiaries and affiliated corporations, and its and their respective directors, officers, employees and agents, from and against any and all
Claims arising from or connected with: (i) any breach by SeaWorld of any of its obligations under this Agreement or the inaccuracy of any warranty or representation made by SeaWorld in this Agreement; or (ii) any act or failure to act by SeaWorld directly or indirectly related to its performance of the Agreement constituting negligence or reckless or willful misconduct. SeaWorld shall not indemnify Loro Parque in any other circumstances, and Loro Parque as the proprietor and operator of the Facility assumes all risks associated with the operation of the Facility and Park.

D. Right to Defend a Claim: Each party shall give the other party prompt notice of any Claim brought against it coming within the scope of these indemnities. Within five (5) business days after receipt of such notice, the indemnitor shall undertake the defense of each such Claim with counsel satisfactory to and approved by the indemnitee. If the indemnitor fails to undertake and sustain the defense of any Claim in the manner required by this Clause Four D, the indemnitee may engage separate counsel, pay, settle or otherwise finally resolve such Claim for the account and at the risk and expense of the indemnitor. Any payment, settlement or final resolution otherwise by the indemnitee shall release the indemnitor from liability for such Claim. If the indemnitor undertakes the defense of a Claim in the manner required by this Clause Four D, the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.
Five. - Killer Whale Facility

A. Initial Construction: Loro Parque undertakes to construct, at its sole cost and expense, the Facility. The Facility shall only be constructed in strict accordance with the Standards. As a essential term of this Agreement, the parties agree that the plans and specifications of the Facility will require the approval of SeaWorld's Vice President of Zoological Operations and Vice President of Design and Engineering.

B. On-going Maintenance: Loro Parque will maintain the Facility and retain all records regarding the Facility in accordance with the Standards. In addition, during the Term and for a period of at least two (2) years thereafter, Loro Parque shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all warranties made by Loro Parque in the Agreement are true and accurate in all respects and it is in full compliance with this Agreement, (ii) all invoices and other charges submitted to SeaWorld for payment, if any, were valid and proper, and (iii) no payments have been made, directly or indirectly, by or on behalf of Loro Parque to or for the benefit of any SeaWorld employee or agent who may reasonably be expected to influence SeaWorld's decision to enter into the Agreements. (As used herein, "payment" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with Spanish generally accepted accounting principles consistently applied. SeaWorld and/or its designated representatives or auditors shall have the right at any time during normal business hours, upon two (2) business days' notice, to examine and copy said Records.
Six.- Intellectual Property

A. SeaWorld's Trademarks: The SeaWorld trademarks, service marks, designs, artwork, advertising, marketing and promotional concepts as referred to herein (collectively, the "SeaWorld Trademarks") shall remain the property of SeaWorld. Any and all rights in the above under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of SeaWorld. Except as expressly authorized in writing by SeaWorld to use or refer to any of its intellectual property rights, Loro Parque shall not have any right to use or refer to the intellectual property of SeaWorld including, but not limited to, "SeaWorld", "Shamu" or "Busch Entertainment".

B. Confidentiality: The terms of this Agreement and all of the information that Loro Parque obtains and/or develops in the performance of the same, shall be treated as confidential information ("Confidential Information"). Upon the expiration or earlier termination of the Agreement, Loro Parque shall return all originals and copies of any Confidential Information to SeaWorld.

C. Right to Work Product: By virtue of this Agreement and as an integral part of same, the parties expressly agree that Loro Parque licenses to SeaWorld on a worldwide basis and for an indefinite period of time all rights it may have or obtain in any Work Product (as hereinafter defined), whether or not patentable, copyrightable or otherwise protectable. The term "Work Product" means all data, ideas, developments, know-how, disclosures, other information, inventions, creations, programs, firmware, records, all patents, trademarks, copyrights and other proprietary rights based on the foregoing, all embodiments of the foregoing and all modifications, improvements and enhancements and the data
mode collected, created or developed by or for Loro Parque, its agents, servants, representatives or employees as a result of or related to this Agreement.

Seven.- Service Fees and Consideration

A. Currency: All payments from Loro Parque to SeaWorld shall be made in U.S. dollars, in immediately available funds.

B. Per Guest Fee: As an overall consideration for this Agreement, Loro Parque shall pay SeaWorld, for each visitor up to ___ admitted to Loro Parque for each annual period commencing on the day of the first public exhibition of Killer Whales at the Facility (the “Anniversary Date”), a ___ For each annual visitor over ___ if any, Loro Parque shall pay to SeaWorld a ___ For each annual visitor over ___ if any, Loro Parque shall pay to SeaWorld a ___ The net fee payable shall be paid to SeaWorld no later than thirty (30) days after the conclusion of each three (3) month period after the Anniversary Date. Loro Parque shall provide to SeaWorld a quarterly statement of attendance no later than thirty (30) days after the conclusion of each three (3) month period.

C. Minimum Payment: Notwithstanding the fee payable under Clause Seven B above, each annual payment from Loro Parque to SeaWorld under this Agreement shall in any event be at least ___ Each annual period shall commence on the Anniversary Date and end on the day immediately preceding the next Anniversary Date. The amount of the minimum payment under this Clause Seven C will be adjusted annually, commencing one year after the first Anniversary Date, by the percentage change in the U.S. Consumer Price Index, all Urban Consumers (CPI) for the immediately preceding year.
D. **Initial Payment:** Loro Parque shall pre-pay to SeaWorld the minimum payment for the first three years following the Anniversary Date, as determined under Clause Seven C above. Half of such payment shall be paid upon executing this Agreement the remaining half will be payable no later than fourteen (14) days prior to the date when the air transportation of the Killer Whales to Tenerife Island departs. If this Agreement is terminated prior to the Anniversary Date because any of the conditions stated in Clause Two C are not satisfied, or for any other reason not involving a breach by Loro Parque, then Sea World shall promptly return to Loro Parque the full amount of any prepayment received from Loro Parque within fifteen (15) days.

E. **Inflation:** All payments made by Loro Parque under this Agreement, including but not limited to, the per guest fee, Minimum Payment and liquidated damages for death of a Killer Whale will be adjusted annually, commencing one year after the first Anniversary Date, by the annual rate of U.S. inflation as measured by the U.S. Consumer Price Index – all Urban Consumers (CPI-U) as measured by the U.S. Department of Labor, Bureau of Labor Statistics for the immediately preceding year.

F. **Anheuser-Busch Beer Distribution:** Loro Parque has entered into an agreement with Compania Cerveceria de Canarias relating to the sale of beer in its Park and which expires in December, 2005. Loro Parque agrees that it will only modify or renew such agreement on terms that neither conflict nor interfere with SeaWorld’s rights (including the rights of its affiliate, Anheuser-Busch International) under this Clause Seven F. Subject to the rights of Compania Cerveceria de Canarias under such existing agreement with Loro Parque and applicable law, Loro Parque agrees to establish Anheuser-Busch Companies, Inc.
through its subsidiary Anheuser-Busch International, Inc., and/or its authorized
distributor in the Canary Islands, as the sole supplier of premium or imported beer
and related malted beverages for sale in the Park during the Term and commencing
on execution of this Agreement. Additionally, in-Park availability and signage of
Anheuser-Busch products must be at least equal to that of any other beer or related
malted beverages offered for sale in the Park. Loro Parque shall not charge
SeaWorld or Anheuser-Busch International Inc. any fee for this in-park availability
and signage.

Anheuser-Busch International Inc. or its authorizing distributor and Loro
Parque will sign a separate exclusive purchase agreement confirming the
arrangements stated in this Clause Seven F, under terms and conditions, including
pricing, otherwise consistent with general trade and custom in the beer market.

Eight.- Termination and Compensation

A. Causes of Termination: The parties agree that this Agreement may
be terminated in any of the following circumstances:

(i) By either party upon material breach of any provision of this Agreement
by the other party if not corrected within sixty (60) days of being notified
of such breach, except that this period of time shall be reduced to ten (10)
days for any breach of a duty to pay under Clause Seven.

(ii) By either party if the other party is involved in any of the insolvency
proceedings applicable in law, or enters into proceedings for liquidation
of corporate assets, or is involved in dissolution or liquidation

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procedures, suspension of payments, or a Court order, lien or other blocking of assets.

(iii) By SeaWorld, if Loro Parque does not agree to any modification of the Standards under Clause One B.

(iv) By either party upon expiry of the Initial Term or any of the extensions, unless a further extension has been agreed, in accordance with the provisions of Clause Two.

(v) By Loro Parque upon SeaWorld’s refusal to supply a substitute Killer Whale, in accordance with the provisions of Clause Three.

(vi) By SeaWorld if Loro Parque fails to maintain insurance in accordance with the provisions of Clause Four.

(vii) By SeaWorld in case of an unauthorized assignment or change of control by Loro Parque, in accordance with the provisions of Clause Ten.

(viii) By SeaWorld, if Loro Parque terminates the beer distribution agreement with Anheuser-Busch International described in Clause Seven F above during the Term for any reason other than a breach by Anheuser-Busch International or its authorized distributor of its terms or as a result of a modification under Clause Eight B.

(ix) By either party, if by law any of the terms stated in Clause Nine A or B below are significantly modified.
(x) In accordance with the provisions of this Clause Eight.

B. Compliance With the Law: If a reasonable basis exists for believing that any provision of this Agreement violates any (i) federal, state or local treaty, law or regulation, or (ii) code, rule, regulation or directive adopted by any authority having jurisdiction of the subject matter thereof affecting either party's performance of the Agreements (collectively, "Law"), then the parties agree, save as otherwise provided, to promptly modify the Agreement to the extent necessary to bring about compliance with such Law; provided, however, that if such modification would cause the Agreement to fail in its essential purpose or purposes, it shall be deemed terminated by mutual agreement of the parties. Without limiting the generality of the foregoing, the parties expressly agree that (i) SeaWorld's right to remove the Whales in the event of default, (ii) the keeping of Whales in captivity in the manner described herein and in compliance with the Standards, and (iii) Loro Parque's right to keep the Killer Whales at the Facility and display them in public, including performance in a reasonable number of show daily, are essential purposes of the Agreement and any limitation, restriction or other modification of such terms of the Agreement would constitute a failure of such purpose. If this Agreement is terminated pursuant to this provision, payment shall be made only to the extent of a party's performance to and including the date of termination, and any payments that shall have been made and which are applicable to future time periods shall be refunded pro rata to the effective date of termination.

C. Force Majeure: The failure of either party to comply with the terms and conditions hereof because of an Act of God, strike, labor troubles, war, fire, riot, earthquake, act of public enemies, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of
such party (the "affected party") shall not be deemed a breach of the Agreement, provided the affected party notifies the other party in writing of the existence of such force majeure condition promptly after the occurrence thereof. If any such condition continues for more than three hundred sixty-five (365) days, either party may, while such condition remains in effect, terminate this Agreement by giving written notice of termination to the other party. Any such termination shall be effective upon receipt of such termination notice.

D. Compensation in case of termination by breach of Loro Parque: In case of breach of the Agreement by Loro Parque and subsequent termination of the Agreement by SeaWorld, Loro Parque shall pay to SeaWorld, as liquidated damages, an amount equivalent to three (3) times that of the then current annual minimum payment as determined in accordance with Clause Seven C and Seven E, provided that the Killer Whales are promptly returned to SeaWorld in good conditions. In case the Killer Whales are not returned to SeaWorld promptly or in good conditions, Loro Parque shall additionally be responsible the loss in value with respect to such Whale or Whales.

E. Termination compensation in case Loro Parque acquires other Killer Whales: In the event (i) Loro Parque acquires or becomes the possessor of other Killer Whales within two (2) years of termination of this Agreement based on Loro Parque’s default, or (ii) SeaWorld offers to extend the initial term of this Agreement as provided in Clause Two and Loro Parque does not accept such offer and then acquires or becomes the possessor of additional Killer Whales, the parties agree that Loro Parque will pay SeaWorld as compensation for lost profits and as liquidated damages an amount equal to five (5) times the average annual payment made by Loro Parque to SeaWorld over the previous three years.
F. Compensation in case of termination by breach of SeaWorld: In the event of breach of the Agreement by SeaWorld and subsequent termination of the Agreement by Loro Parque, SeaWorld shall be liable to Loro Parque for the damages resulting from that breach.

G. Guarantee: For the duration of the Term, Loro Parque shall provide SeaWorld with a first demand guarantee issued by a financial institution of high standing for the benefit of SeaWorld during the term of this Agreement in an amount that will be adjusted on each anniversary of the Anniversary Date in accordance with the following schedule:

1. Before the Anniversary Date: No guarantee is required, provided that Loro Parque has promptly made the initial payments provided in Clause Seven D.

2. On Anniversary Date: The guarantee provided shall be for

3. One year after Anniversary Date: The guarantee provided shall be for

4. Two years after Anniversary Date and each subsequent Anniversary of the Anniversary Date: The guarantee provided shall be for adjusted for inflation in the prior year in accordance with Clause Seven E.

Without prejudice to its personal and unlimited liability and that of its directors and/or employees when applicable, the guarantee shall cover any liability or amount payable by Loro Park under this Agreement.
Nine.- Exclusivity

A. Loro Park Exclusivity: SeaWorld shall not supply Killer Whales to any facility in Spain or Portugal (excepting the area within a 50 mile radius of the Port Aventura theme park development near Salou, Spain) for a period of ten (10) years after the Anniversary Date, and SeaWorld shall not supply Killer Whales anywhere in the Canary Islands during the Initial Term and any extensions of it.

B. SeaWorld Exclusivity: During the term of this Agreement, without the consent of SeaWorld in its sole discretion, Loro Parque shall not purchase, otherwise acquire, borrow or possess any other Killer Whales from any source other than SeaWorld. In the event SeaWorld does not extend the Initial Term as provided in Clause Two hereof, Loro Parque may acquire Killer Whales provided such acquisitions would not compromise the health or safety of the Killer Whales at the Facility provided by SeaWorld, as determined by SeaWorld.

Ten.- Assignment and Change of Control

A. SeaWorld’s Consent: Loro Parque shall not assign, transfer, mortgage or otherwise encumber or permit a third party to occupy or use the Facility, or any part thereof, nor shall it assign or transfer this Agreement or any rights or obligations stemming from it by operation of law or otherwise, without the prior written consent of SeaWorld.

Within ninety (90) days following SeaWorld’s receipt of Loro Parque’s request for SeaWorld’s consent to a proposed assignment, transfer or other encumbrance, together with all information required to be delivered by Loro Parque pursuant to the provisions of Subsection B below, SeaWorld shall
(i) consent to such proposed transaction; (ii) refuse such consent; or (iii) elect to terminate the Agreement in the event of an assignment, transfer or encumbrance to which it refuses consent.

A transfer at any one time or from time to time aggregating to forty-five percent (45%) or more of the existing and current ownership interests in Loro Parque (whether stock, partnership, interest or other form of ownership or control) to any person(s) or entity(ties) not having an interest in ownership or control of Loro Parque as of the date of this Agreement shall constitute a cause for termination of this Agreement by SeaWorld. In addition, a transfer of any ownership in Loro Parque to anyone that is a competitor of SeaWorld shall constitute a cause for termination of this Agreement by SeaWorld.

B. Submission of Information: If Loro Parque requests SeaWorld’s consent to a specific assignment, transfer or encumbrance, Loro Parque will submit in writing to SeaWorld: (i) the name and address of the proposed assignee, transferee or lien holder, (ii) a counterpart of the proposed agreement of assignment, transfer or encumbrance, (iii) information as to the nature and character of the business, management and experience of the proposed assignee, transferee or lien holder, (iv) banking, financial or other credit information sufficient to enable SeaWorld to determine the financial responsibility, character and compatibility of the proposed assignee, transferee or lien holder, (v) any other information requested by SeaWorld in SeaWorld’s sole and absolute discretion. SeaWorld may condition its consent on any terms and conditions desired by SeaWorld in SeaWorld’s sole and absolute discretion including the requirement that such proposed assignee, transferee or lien holder provide additional security in the event of default or SeaWorld’s inability to remove the Killer Whales in the event of default, and it is understood that in no event will SeaWorld be obligated to
consent to any such assignment or transfer to a competitor of either SeaWorld or any of its corporate affiliates.

C. Subsequent Termination: Notwithstanding SeaWorld's consent to any assignment, transfer or encumbrance, within twenty-four (24) months following such assignment, transfer or encumbrance, SeaWorld will have the right to terminate the Agreement.

Eleven.- Dispute Resolution

A. Applicable Law and Jurisdiction: This Agreement shall be exclusively governed by the laws of the State of New York, USA without giving effect to any conflict-of-law rules requiring the application of the substantive law of any other jurisdiction. All disputes arising out of or in connection with the agreements between the parties including the arbitrability of any dispute, shall be definitively settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators. The place of the arbitration shall be London, United Kingdom. The language of the arbitration shall be English.

B. SeaWorld: The parties wish to express that SeaWorld has entered into this Agreement only on the condition that (i) Loro Parque has agreed to fully perform all obligations under this Agreement in a timely manner and (ii) without limiting the generality of the foregoing, Loro Parque has agreed to fully abide by the Standards and other provision of this Agreement concerning the care of the Killer Whales, which it acknowledges are extremely delicate animals requiring the highest standard of care. Loro Parque recognizes that the Standards agreed between the parties are high and demanding standards and has also agreed that it
will have no right to continue to retain the Killer Whales at the Facility in case it breaches the Standards or any other provision of this Agreement.

Therefore, the parties expressly agree that, in case this Agreement expires or is terminated as a consequence of Loro Parque’s breach of the Standards or any other provision of this Agreement, the Killer Whales shall be removed from the Facility and returned to SeaWorld immediately upon such expiration or receipt of notice of termination thereof. The transportation of the Killer Whales in such event shall be at SeaWorld’s expense.

C. **Injunctive relief:** The parties further agree that, even in case Loro Parque disputes the reasons for the termination of the Agreement, the Killer Whales will be removed from the Facility and returned to SeaWorld immediately, upon expiration of the Agreement or receipt of notice of termination thereof, since any dispute between the parties may seriously interfere with the health and life of the Killer Whales, as they are, as recognized by the parties, extremely delicate animals requiring the highest standard of attention and care at all times. The parties wish to express that SeaWorld has entered into this Agreement also only on condition that (i) the provisions of this paragraph B will be respected at all times and circumstances by Loro Parque; (ii) that Loro Parque already consents that, in case of any dispute concerning expiry or termination of this Agreement, or any similar dispute, it will permit the Killer Whales to be removed immediately from Loro Parque and will undertake all administrative and other action to that respect and (iii) if it becomes necessary that SeaWorld applies for any Court interim measures to obtain such removal, Loro Parque will recognize the validity of this essential condition and the need for remove the Killer Whales and returning them to SeaWorld while the dispute is pending, without prejudice to any rights that Loro Parque may eventually have if the dispute is resolved in its favor. For any Court
interim measures and in view of the above arbitration provision in London, the parties agree to submit to the jurisdiction of the Courts of London (England, United Kingdom). However, the parties further consent and agree that A·B may also have the right to apply for interim measures before the Court of Puerto de la Cruz.

**Twelve.-Notification to the Spanish Competition Authorities**

The parties agree to notify this Agreement to the Spanish Competition Authorities for approval, if applicable, of the provisions under Clauses One D., Seven F., Eight E., Nine A. and Nine B of this Agreement.

With respect to the provisions of Clauses One D., Seven F., and Eight E. of this Agreement, the parties agree to follow the decision of the Spanish Competition Authorities as to any restriction of the geographical and time scope of those provisions.

With respect to the provisions of Clause Nine A or B of this Agreement, the parties agree that, in case approval by the Spanish Competition Authorities is not unconditional, either party shall have the right to terminate the Agreement with immediate effect.
EXHIBIT 1:
STANDARDS

Loro Parque Killer Whale Standards

These "Standards" are intended to optimize the psychological and physical health of, and environmental conditions for, the killer whales under the care of the staff of Loro Parque. This document is intended to provide a foundation upon which a high quality program of killer whale care will be established. This document cannot be considered to include all necessary information but is intended to establish a standard around which a program can grow. The SeaWorld Parks are the models from which these "Standards" have been derived. These Standards will be modified and supplemented as BEC's knowledge and experience with killer whales continues to grow. It is anticipated that these Standards will be amended and restated in their entirety as the killer whale facilities at Loro Parque near completion. At that time, more specific information will be detailed in these Standards, based on the actual conditions under which the killer whales will be maintained and the identity of the killer whales assigned to Loro Parque.

- **Killer whale training** is the deliberate application of learning principles, positive operant conditioning to modify an animal's behavior in order to facilitate husbandry, public display, and research. The goals of killer whale training must include at least: (1) providing a means to observe, assess and enrich the animal's physical and psychological health; (2) assisting the killer whale staff and veterinarians in providing safe and expedient methods for preventive and clinical medical procedures; (3) integrating public display within husbandry regimes; and, (4) facilitating education and research objectives.

- Sessions
  - Minimum 8/day
  - Minimum 10 minute duration

- Types
  - Play
  - Learning
  - Husbandry
  - Gating
  - Exercise
  - Show

- Minimum of 4 types should be included each day
- All types should be included each period of 2 days
Qualifications of a "potential" killer whale trainer

- Actively participated in the training and husbandry of marine mammals for at least five years with three years cetacean training experience
- Meet other qualification standards compatible with SeaWorld show presentation skills and Spanish safety standards (if applicable) for working in a deep-water environment
- Minimum 8 months experience working alongside SeaWorld killer whale trainers
- Must be a member of a professional organization in the field of animal behavioral science, management, training, husbandry, enrichment, or other related disciplines that will contribute to the ongoing specialized development of the individual as a killer whale trainer and as a member of a training team.

Lines of training communication/reporting and decision making authority in relation to the following topics:

- Safety
- Husbandry
- Health

Minimum killer whale trainer staffing

- Number of trainers to be determined based on number of animals (will be established)
- Number of trainers at each experience level that must be on duty while working animals (will be established)

Minimum communication with Corporate VP Training or delegate (will be established)

Records (see in Husbandry section)

Killer whale husbandry encompasses the science and art of caring for killer whales in an environment controlled by man. It is, therefore, the responsibility of those that care for killer whales to provide the best possible environment, nutrition, and health care. The program of husbandry must acknowledge and reflect the fact that the scientific basis for killer whale husbandry is an ever expanding body of knowledge which includes but is not limited to anatomy, biology, physiology, water quality, nutrition, behavioral science, and veterinary medicine. The training, husbandry, and veterinary staff must be experienced and utilize the best recognized knowledge and methods available.

Equipment

- Nets
  - Dimensions - adequate size for largest pool. To be determined
  - Mesh size to be determined based upon size of net
- Fish Buckets
  - Stainless steel
  - Bucket cover of restaurant grade material that floats, can be cleaned, and disinfected
- Food storage and handling facility
  - Freezer for long term storage
    - -25°C or lower
    - Adequate size to prevent shortage if resupply compromised
  - Air-thaw refrigerator
    - Must be designed for food storage so it can be readily cleaned and disinfected daily between fish lots
    - Adequate to contain a full day's food
    - Able to maintain accurate adjustable nonfreezing (air-thaw) temperature above and below 4°C
  - Sinks
    - Adequate size to soak thawed blocks from air-thaw refrigerator
    - Suitable for food handling so can be thoroughly cleaned and disinfected daily
  - Refrigeration log
    - Record freezer temperature before opening for first time each day
    - Record air-thaw refrigerator temperature once daily before unloading thawed fish
  - Disinfectant (approved by veterinary staff)
    - Quaternary ammonia based cleaners for all food storage and food preparation surfaces
- Nutrition
  - Fish type, quality, and storage
    - Minimum of 3 species of frozen fish should be on hand
    - Herring should make up at least 50% of the total diet by weight
    - Capelin, mackerel, squid and equivalent species available locally can, in combination, should make up no more than 50% of the diet on a weight basis
    - Each lot of fish should be tested for protein, fat, and energy content
• For fish frozen for longer than 6 months, representative samples should be tested for lipid peroxide levels to assure that quality is not deteriorating during storage. Every effort should be made not to utilize fish frozen for more than 12 months.

    • Fish with lipid peroxide levels above the ranges considered acceptable for human consumption should not be fed to killer whales (to be provided).

    • Provided that the peroxide value (PV) has not been lowered through extended storage or high temperature exposure, the PV (by iodometric titration) should not be above 10-20 meq/kg of fish fat.

• Representative samples of fish to be fed to the killer whales should pass a basic sensory test utilizing appearance, feel, and smell. The following characteristics of fish should be critically examined. Fish that receive a score of 8 or more should not be fed to killer whales. It is possible that fish with a score less than 8 may not be suitable for feeding to killer whales. This judgment is best made by an individual experienced in cetacean husbandry.

    • Skin
        ✓ (0) Bright, shining
        ✓ (1) Bright
        ✓ (2) Dull

    • Overall feel
        ✓ (0) Elastic
        ✓ (1) Firm
        ✓ (2) Soft

    • Belly
        ✓ (0) Firm
        ✓ (1) Soft
        ✓ (2) Burst

    • Smell
        ✓ (0) Fresh, seaweed/metallic
        ✓ (1) Neutral
        ✓ (2) Musty/sour
        ✓ (3) Stale meat/rancid

    • Eye clarity
        ✓ (0) Clear
        ✓ (1) Cloudy

    • Eye shape
        ✓ (0) Normal
        ✓ (1) Flat
✓ (2) Sunken

- Gill color
  ✓ (0) Red
  ✓ (1) Discolored

- Gill smell
  ✓ (0) Fresh seaweed/metallic
  ✓ (1) Neutral
  ✓ (2) Sweaty/slightly rancid
  ✓ (3) Sour stink/stale, rancid

* Fish preparation
  - Fish should be moved from freezer to air-thaw refrigerator no more than 24 hours before bucketing
  - Air-thaw refrigerator temperature should be maintained at 4°C or higher if fish blocks are too frozen for appropriate handling when moved to the sinks for final thaw and bucketing
  - Sinks containing cold potable water may be used to soak fish for no more than 30 minutes to complete thawing process before bucketing.
  - The contents of each bucket of fish should be covered with a layer of ice cubes adequate to cover the contents.
  - Iced and bucketed fish should be stored at a refrigeration temperature, of 4.5°C or less until fed to the killer whales.
  - Fish that appear badly damaged, show visible signs of storage degradation, or have a “fishy”/rancid smell should be discarded.

* Killer whale diet
  - Diet should consist of a minimum of 3 species of frozen fish fed daily
  - Herring will make up at least 50% of the total diet by weight
  - Capelin, mackerel, squid, and equivalent species available locally can, in combination, make up no more than 50% of the diet on a weight basis
  - Fish must fed to and consumed by killer whales within 24 hours of removal from the air-thaw refrigerator.
  - Total daily food intake (Base)
    ♦ Should reflect the physiologic needs of the animal which include growth, maintenance, activity level, environmental temperature change, reproductive status, and body weight goals
Weight of fish to be fed daily shall be collectively determined by senior killer whale trainer and/or temporary BEC delegate on site, general curator or temporary delegate onsite, and attending veterinarian. If unable to reach agreement, dispute needs to be communicated as soon as possible to owner/director of Loro Parque, BEC VP of Zoological Operations, VP of Veterinary Services, and VP of Training. BEC shall resolve any such dispute, and Loro Parque agrees to implement BEC’s decision without further objection.

Killer whale behavior should rarely be the sole criteria for such determination.

Failure to consume 90% of base on any day should be communicated immediately and directly to attending veterinarian of Loro Parque.

Vitamins

- All killer whales will receive daily, one 5-pound size Mazuri SeaWorld Marine Mammal Multivitamin Tablet per 2.25 kg of food intake – always round up uneven calculations to the next higher number of tablets.
- Vitamin supplement is given with first feeding of the day – Volume fed should be limited to the amount necessary to administer the vitamins and any other prescribed medication, and should not exceed 10% of total daily food intake.
- Do not decrease vitamin dose if temporary food intake decrease is instituted.
- Do not decrease vitamin dose if food intake is decreased due to illness.
- No other supplementation should be given without approval of Loro Parque veterinarians and the BEC VP of Veterinary Services.
- Other supplements may be required as new information becomes available.

Training records shall be kept for each individual killer whale – SeaWorld forms should be used to the extent provided.

- Copy of completed training and morphometrics records to BEC VP of Training and VP of Veterinary Services at the end of each weekly record cycle.
- Training records should include but are not limited to the following information:
• Behavior score (+) good or excellent, (0) fair, (-) bad or poor
  ✓ Each session
  ✓ Daily
  ⚫ (-) score for day must have brief written explanation.
  ⚫ (+) or (0) should be explained briefly in writing if unusual.
• Types of sessions
  ✓ Show
  ✓ Learning
  ✓ Exercise
  ✓ Gate
  ✓ Play
  ✓ Husbandry
• Food
  ✓ Base/planned daily food intake
  ✓ Amount actually consumed
    ✓ Each session
    ✓ Daily
  ✓ Reason for consuming less than full base.
• Fish constituents (species) of diet expressed as a percentage of the total.
• Morphometrics – use SeaWorld measurement criteria and forms.
  ✓ Body measurements recorded monthly on growing animals usually 5 years and under.
  ✓ Body measurements recorded every six months on animals 6 years and older.
• Weights recorded once weekly in the animals Health Record.

✓ Veterinary care
  ➢ Veterinary qualifications
    ▪ A license to practice veterinary medicine.
    ▪ Minimum of two years experience with marine mammal care and maintenance.
    ▪ Approved by BEC VP of Veterinary Services.
    ▪ Six weeks experience in veterinary program at SeaWorld Park designated by BEC VP of Veterinary Services.
    ▪ Any exceptions to qualifications must be approved by BEC VP of Veterinary Services.
    ▪ Member of the International Association for Aquatic Animal Medicine and/or European Association for Aquatic Mammals.
    ▪ Must attend at least one professional development/continuing medical education seminar annually.
Program of routine killer whale health assessment - A structured and systematic plan of managing animal health through regular observation, communication with staff and management, diagnostic monitoring, and record keeping.

- **Daily**
  - Veterinary rounds
    - Visual check of all killer whales.
    - Examine training records (food intake and behavior) from previous day.
    - Communicate with area trainers regarding behavior of the animals.
    - Communicate with area supervisor regarding behavior of the animals and veterinary concerns.
  - Rectal temperature with appropriate flexible probe electronic thermometer – can be done by trainers with veterinary approval.
  - Communicate with General Curator regarding killer whale health.

- **Weekly**
  - Communicate individual killer whale health summary to BEC VP of Zoological Operations, VP of Veterinary Services, and VP of Training. The summary should include:
    - Brief individual health summary statement from veterinarian(s)
    - Average daily food base
    - Average actual daily food intake
    - Diet constituents as percent of total
    - Current killer whale weight
    - High and low water temperature for the killer whale habitat for the week.

- **Monthly**
  - **Routine Physical Examination**
    - CBC and Chemistries
      - Parameters tested and reported are to duplicate those reported in the SeaWorld Parks.
      - Results should be available on the same day as the blood is drawn.
    - Visual examination of the entire animal
    - Blowhole cytology and culture optional
    - Fecal cytology and culture optional
    - Urinalysis, if the killer whale is trained for urine collection.
    - Enter summary of physical examination result, and results of all laboratory tests into the individual killer whale Health Record.
Copy to BEC VP of Veterinary Services as soon as possible.

Acute medical response

- If a concern regarding killer whale behavior, appetite, or health arises, the veterinary staff must be notified immediately by verbal communication.
- Veterinary consideration and response must be immediate upon receiving communication. Assessment should include the following unless deemed by the attending veterinarians to be unnecessary:
  - History taken from all individuals working with the animal(s) in question.
  - Visual examination of the subject animal(s)
  - Complete hematology and chemistry panel if deemed appropriate by attending veterinarians
  - Diagnostic assessment
  - Additional diagnostic tests if deemed desirable by the attending veterinarians
  - Develop a therapeutic plan
  - Initiate therapy
- Final decision, on all phases of the acute medical response, is the responsibility of the attending Loro Parque Veterinary Staff in consultation with Loro Parque Owner/Director, Loro Parque Head of Killer Whale Training, Loro Parque General Curator, and the BEC VP of Veterinary Services, and BEC VP of Zoological Operations as allowed by individual availability, time, and the nature of the medical concern. If, based on the attending Loro Parque veterinarian’s judgment, a medical emergency exists which requires immediate response, acute care should be initiated prior to completing the consultation process. If time allows, a thorough consultation process should be completed prior to initiating therapy.

Emergency response

- A qualified veterinarian (as described above) must be available to be onsite within two hours of notification of emergency situation, 24 hours a day 365 days a year.
- Emergency hematology and serum chemistry test capabilities must be available for samples submitted after normal business hours, on weekends, and holidays.
- Emergency response is otherwise the same as acute medical response.

Pharmacy

- Pharmaceutical inventory
• The Loro Parque veterinary staff will acquire an appropriate inventory of emergency pharmaceuticals approved by the BEC VP of Veterinary Services.
• The Loro Parque veterinary staff to acquire an appropriate inventory of nonemergency pharmaceuticals approved by the BEC VP of Veterinary Services.
• Both such pharmacy inventories will take into consideration the availability of pharmaceutical supplies in the Canary Islands.
• In addition to routine veterinary supplies and equipment, the Loro Parque veterinary staff must have available a portable X-ray unit capable of taking dental radiograms on killer whales, a veterinary ultrasound unit, and a 3-meter flexible medical endoscope with operating channel.
• All disinfectants and disinfection protocols should be approved by Loro Parque veterinary staff.

**Water Quality** Loro Parque will establish optimum water parameters for the Loro Parque killer whale system based on both the water purity requirements and the health needs of the animals. The development of the measurable water quality standards will reflect cooperative decisions made with input from the staff of Loro Parque, and BEC Corporate Zoological Operations with the guiding principles being animal health and well being, regulatory requirements, and aesthetics.

- Water treatment chemicals and additives may include:
  - Ozone
  - Chlorine
  - Copper
  - Flocculents and coagulants currently in use in SeaWorld killer whale habitats or others approved by BEC VP of Zoological Operations
  - Other additives may only be used if approved by BEC VP of Zoological Operations

- Water quality parameters and measurement frequency for natural seawater system.
  - All measurements will be permanently recorded along with the date and time.
  - Poolside measurement
    - Total chlorine levels; pH, temperature,
    - Three times per eight-hour work shift, three shifts per day, with a lower limit of 2 tests if unpredictable workload interferes with the normal test cycle.
  - Laboratory measurement of pool water parameters
  - Once daily
Temperature at time of water collection; 12°C - 15°C normal temperature range for killer whale habitat.
- pH; 7.2 – 8.4 normal range
- Salinity; 24 – 34 parts per thousand normal
- Total chlorine; not to exceed 1.0 parts per million
- Ammonia: <1 ppm
- Copper: 0.50 ppm

Microbiology testing
- Once weekly routine testing
  - Total bacteria per 100 ml of water
  - Total coliform bacterial count should not exceed 1000 MPN (most probable number) per 100 ml of water.
  - If total coliform bacterial count exceeds 1000 MPN per 100 ml of water:
    - Condition may be corrected immediately or,
    - 2 subsequent samples may be taken at 48-hour intervals and averaged with the first sample. If the average is greater than 1000 MPN per 100 ml water the condition must be corrected immediately.

Loro Parque will develop, maintain and use water quality record forms to record each of the foregoing parameters, and maintain them for review by BEC.
EXHIBIT 2:
SELECTION POOL OF KILLER WHALES

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