AGREEMENT

THIS AGREEMENT is made as of the 13th day of March, 1996, by and between BANANA BOAT OF CALIFORNIA, INC. ("Banana Boat"), a California corporation with its principal place of business in Corona, California, and SEA WORLD OF CALIFORNIA, a division of SEA WORLD, INC. ("Sea World"), a Delaware corporation with its principal place of business in San Diego, California.

WITNESSETH:

WHEREAS, Sea World owns and operates a theme amusement park commonly referred to as "Sea World of California" in San Diego, California (the "Park") which offers to the public for an admission price a variety of exhibits, attractions and entertainment; and

WHEREAS, Banana Boat desires to publicize its corporate name and the names of its products and to further its business by selling its suncare products (the "Products") to Sea World who will in turn display and resell the Products in various locations throughout the Park;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. The Attractions.

Sea World shall make available certain facilities within the Park for the sale and distribution of the Products purchased by Sea World from Banana Boat. The location and number of facilities (hereinafter referred to collectively as the "Attractions") shall be determined by Sea World, and shall consist of a minimum of seven (7) Attractions at the Park. The Attractions may be increased by Sea World at any time in order to increase sales potential or the exposure of the Products.

2. Operation and Control of Attractions.

(a) Sea World shall cause the Attractions to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Park.

(b) Sea World shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Attractions, including the resale of the Products sold to Sea World by Banana Boat.

3. Purchase of Banana Boat Products.

(a) During the Term of this Agreement, Sea World will, in its sole discretion, purchase from Banana Boat certain Products which will be resold in the Attractions. All such Products supplied by Banana Boat will be Banana Boat's standard specification Products, and will be sold to Sea World according to the following terms:

(i) Terms: Payment in full within thirty (30) days of receipt of an invoice; and

(ii) All such Products will meet Banana Boat's standard Product specifications and will be sold to Sea World at prices equivalent to the prices then currently being charged to similar purchasers of comparable volume in Banana Boat's Los Angeles and San Diego, California marketing area.

Nothing herein shall be construed as requiring Sea World to purchase any particular Product or any particular volume of Banana Boat merchandise.

(b) Suncare products shall be defined as those tanning lotions, oils and ointments produced by Banana Boat which are applied directly to the skin. With the exception of the following circumstances, Sea World warrants that Banana Boat Products shall be the "Exclusive Suncare Products" sold in the Park during the term of this Agreement and any renewal thereof.

(i) In the event Banana Boat is unable to supply any suncare product which Sea World elects to sell in the Park (i.e. desired suncare product is not manufactured by Banana Boat), without liability to Banana Boat, Sea World may order its requirements of such suncare product from other suppliers upon commercially reasonable terms and conditions.

(ii) In the event Banana Boat is unable to supply any Product to Sea World within seventy-two (72) hours of its order, without liability to Banana Boat, Sea World may order its requirements for such suncare products from other suppliers upon commercially reasonable terms and conditions.

4. Advertising and Promotion by Banana Boat.

(a) During the Term of this Agreement, subject to Sea World's prior written approval in each instance, Banana Boat shall have the right:

(i) to have its name or the name "Banana Boat Suncare Products" appear in the Attractions;

(ii) to place posters and signs, manufactured at the expense of Banana Boat, identifying Banana Boat and the Products in and about the Attractions;

(iii) to organize, on a mutually approved basis, promotions and special events at the Attractions. Banana Boat will, at its own expense, make available Suntan counselors to introduce Banana Boat Suncare Products in the Attractions and to participate in promotional activities;

(iv) to use the name "Sea World of California" in connection with advertising or promotion of the Banana Boat name and Products, including advertising by means of radio, spot television, point of sale on product containers, or similar media;

(v) to use photographs, films or any other representations of the Attractions or the Park in connection with such advertising or publicity; and

(vi) to have displays and signs bearing its trademark name and designating Banana Boat as the Attractions' sponsor placed on, around and/or within the Attractions. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays and signs shall be the sole responsibility of Banana Boat.

(b) No signs, displays, or other items identifying Banana Boat may be erected, installed or otherwise used in connection with the Attractions or the Park without the prior written approval of Sea World, which approval is designed to assure that the number and appearance of such items are consistent with the general theme and aesthetics of the Attractions and the Park.

(c) It is the intention of the parties that the name "Sea World of California" be connected with Banana Boat and or Banana Boat Suncare Products in mutually agreeable marketing activities.

(d) No advertising material (including but not limited to signs, publicity copy, photography art work and layout, radio, spot television and point of sale on Product containers) using (i) the name or any symbol of Sea World; (ii) any photographs or other representation of the Park; or (iii) any Sea World trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Banana Boat without the prior written consent of Sea World. Banana Boat shall submit all such proposed materials to Sea World, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Sea World agrees to notify Banana Boat regarding approval or disapproval of such advertising materials within ten (10) business days of receipt of Banana Boat's request for approval. In the absence of any such notification by Sea World, Sea World shall be deemed to have denied approval for such advertising materials. Banana Boat agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

5. Advertising and Promotions by Sea World.

(a) Subject to subparagraph 5(b) hereto, Sea World shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attractions or any portion thereof.

(b) No advertising materials (including but not limited to publicity copy, photography art work and layout radio, spot, television and point-of sale on product containers) using any Banana Boat trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Sea World without the prior written consent of Banana Boat. Sea World shall submit all such proposed materials to Banana Boat, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such

materials will be broadcast, published, distributed or displayed. Banana Boat agrees to notify Sea World regarding approval or disapproval of such materials within ten (10) business days of receipt of Sea World's request for approval. In the absence of any such notification by Banana Boat, Banana Boat shall be deemed to have denied approval for such advertising materials. Sea World agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

6. Term.

Subject to the termination rights set forth in Paragraph 12, the Term of this Agreement shall commence on May 1, 1996 and, unless terminated sooner in accordance with the terms hereof, shall end on April 30, 1997.

7. Right of First Refusal.

Banana Boat shall have the right to purchase the several rights granted under this Agreement for a one (1) year period from and after the expiration hereof and Sea World shall propose to Banana Boat in writing the cost therefor on or before January 1, 1997. Unless otherwise mutually agreed, all terms and conditions, other than the amount of the Annual Fee (Paragraph 8) shall be the same as provided for herein, with appropriate changes in dates. Banana Boat shall have the later of February 1, 1997 or thirty (30) days after receiving the Sea World proposal within which to accept the same. If Banana Boat does not accept such proposal within such time, Sea World shall be free to contract with any third party with respect to any or all such rights.

8. Annual Fee.

For the acquisition of its rights hereunder, Banana Boat shall pay Sea World an annual fee (the "Annual Fee") of Ten Thousand Dollars ($10,000.00) in accordance with the following schedule:

$5,000.00 upon execution of this Agreement by both parties; and
$5,000.00 on or before July 1, 1996.

If any payment date hereunder falls on a Saturday, Sunday or legal holiday, payment shall be due on the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Limitations on Promotional Items.

(a) Banana Boat shall not, without Sea World's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Sea World of California" or any other trademark, tradename, logo, product identification or artwork of Sea World or its parent, subsidiaries or affiliated companies.

(b) Sea World shall not, without Banana Boat's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature,

merchandise, souvenirs, or other items which refer to or depict the name "Banana Boat", or any other trademark, tradename, logo, product identification or artwork of Banana Boat or its parent, subsidiaries or affiliated companies.

10. Indemnity.

(a) Banana Boat agrees to indemnify, defend and hold harmless Sea World, its parent, subsidiaries, affiliated companies and their respective directors, officers, employees and agents of, from, and against any and all costs, losses, liabilities or expenses, including reasonable attorneys' fees (including, without limitation, attorneys fees and court costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings), incurred by reason of any claim, suit or action arising out of (i) any alleged or actual breach by Banana Boat of any provision hereof, (ii) any act or omission of Banana Boat, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iii) libel, slander, invasion of privacy, improper trade practices, illegal competition, or infringement of copyright or trademark, resulting from any approved use of the Banana Boat Trademarks.

(b) Sea World agrees to indemnify, defend and hold harmless Banana Boat, its parent, subsidiaries, affiliated companies and their respective directors, officers, employees and agents of, from, and against any and all costs, losses, liabilities or expenses, including reasonable attorneys' fees (including, without limitation, attorneys fees and court costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings), incurred by reason of any claim, suit or action arising out of (i) any alleged or actual breach by Sea World of any provision hereof, (ii) any act or omission of Sea World, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iii) the operation of the Park and the Attractions.

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

11. Insurance.

Banana Boat shall provide Sea World, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Banana Boat has a comprehensive general liability insurance policy in force with at least Two Million Dollars ($2,000,000.00) single limit liability. The certificate shall also certify that Sea World is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to Sea World, shall be primary regardless of any other coverage which may be available to Sea World. Coverage shall be on a claims-made basis.

The policy shall be written so that Sea World will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Banana Boat shall not violate, or permit to be violated, any conditions of said insurance policy, and Banana Boat shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sea World's obligations hereunder that Banana Boat shall have furnished to Sea World the insurance certificate as aforesaid.

12. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, in the event that (i) the other party shall fail to pay any fee or charge as and when the same shall become due and payable and such failure shall continue for a period of thirty (30) days after its due date; or (ii) the other party shall fail to perform any other material covenant or to comply with the material terms or conditions hereof and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, or if such default cannot be reasonably by corrected within the thirty (30) day period, have undertaken steps reasonably calculated to cure such default.

(b) In the event that Sea World elects to terminate this Agreement pursuant to (i) above, a prorated portion of the remainder of the Annual Fee set forth in Paragraph 8 above shall thereupon become immediately due and payable by Banana Boat to Sea World.

(c) Either party to this Agreement may cancel and terminate this Agreement upon thirty (30) days prior written notice.

(d) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

13. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, labor fuel, power, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of either of the Park for a temporary period, the term of this Agreement shall be extended with respect to such Park for an equal period.

14. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the term of this Agreement and for a period of at least two (2) years following the termination of this Agreement, Banana Boat shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to Sea World for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Banana Boat to or for the benefit of any Sea World employee or agent who may reasonably be expected to influence Sea World's decision to enter into this Agreement, or the amount to be paid by Sea World pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. Sea World and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

16. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

17. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to Banana Boat: Banana Boat of California, Inc.
502 N. Sheridan St.
Corona, CA 91720-2022
ATTN: John W. Schofield

If to Sea World: Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109
ATTN: Holly Turnbull

With a copy to:: Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
ATTN: Chris Shea

or to such other address as either party may provide to the other in accordance herewith.

18. Successors and Assigns.

Banana Boat shall not assign its rights and/or obligations under this Agreement without the prior written approval of Sea World. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Miscellaneous.

(a) Sea World shall provide Banana Boat with twenty-five (25) complimentary tickets good for admission to the Park during the Term of this Agreement. Banana Boat agrees that said tickets are to be used for corporate purposes only and not for resale.

(b) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(c) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(d) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(e) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(f) This Agreement is to be construed in accordance with the laws of the State of Missouri applicable to contracts wholly made and performed therein.

(g) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, attorneys fees and court costs

incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceeding.

(h) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

SEA WORLD, INC.

By: Bill Thomas 3/13/96

Title: Sr VP - Marketing

BANANA BOAT OF CALIFORNIA, INC.

By: [signature]

Title: President 3/6/96

CITY OF SAN DIEGO

CONSENT TO AMENDMENT TO AGREEMENT

The City of San Diego (CITY), as a LESSOR under that certain Agreement entered into with

SEA WORLD, INC.

(LESSEE), effective January 1, 1978 and filed in the Office of the City Clerk as Document 762304 as subsequently amended, hereby consent to that certain Amendment to Agreement between the above LESSEE and

WELLCRAFT MARINE CORPORATION

The Amendment shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Amendment and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Amendment. The City is not bound by any term or condition in the Amendment which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. Wellcraft Marine Corporation and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. Lessee's consideration as a result of the Sponsorship Agreement is hereby established at $6,250 per year and shall be subject to rent payable to City at the institutional advertising rate specified in the MASTER LEASE (as may be amended). Said institutional advertising rate is currently 2.5%. Consideration is based on the value of the boat on loan to Lease.

THE CITY OF SAN DIEGO

Dated 8-6-96

By _____
For the City Manager

APPROVED AS TO FORM
JOHN W. WITT, City Attorney

_____

Dated 9/8/96

By _____
Chief Deputy City Attorney

AGREED TO:
SEA WORLD, INC.

Dated 11/1/96

By _____

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AMENDMENT TO BOAT USE AGREEMENT

THIS AMENDMENT is made this _____ day of February, 1996 by and between WELLCRAFT MARINE CORPORATION, a Delaware corporation whose principal address is 1651 Whitfield Ave., Sarasota, Florida 34243 ("Wellcraft") and BUSCH ENTERTAINMENT CORPORATION, a Delaware corporation whose principal address is One Busch Place, St. Louis, Missouri 63118 ("BEC").

WHEREAS, BEC entered into an agreement with Wellcraft on behalf of the theme parks known as Sea World of California, ("SWC"), Sea World of Florida ("SWF"), Sea World of Ohio ("SWO") and Sea World of Texas ("SWT")(collectively referred to as the "Parks") dated May 16, 1995, with Rider (collectively referred to as the "Agreement");

WHEREAS, the parties desire to amend the Agreement in certain particulars;

NOW THEREFORE, in consideration of the premises and the covenants hereinafter set forth, the parties agree that the Agreement is hereby amended as follows:

1. TERM AND TERMINATION.

1.1 Term. The Term of the Agreement shall be for a period of three (3) years and eight (8) months, commencing May 1, 1995 and terminating on December 31, 1998 unless sooner terminated as hereinafter provided (hereinafter the first eight months and each year thereafter during the Term shall be referred to as a "Contract Year").

1.2 Termination.

1.2.1 Either party may terminate the Agreement without liability to the other party upon written notice to the other party no later than ninety (90) days prior to the end of each Contract Year. Such termination to be effective as of the first day of the Contract Year immediately following such notice.

1.2.2 Either party may terminate the Agreement in the event that (i) the other party shall fail to pay any fee or charge as and when the same shall become due and payable and such failure shall continue for a period of thirty (30) days after its due date, (ii) the other party shall fail to perform any other

material covenant or to comply with the material terms or conditions hereof and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, and (iii) if any of the representations or warranties made by the other party in the Agreement shall prove to be untrue or inaccurate in any material respect.

1.2.3 Upon sixty (60) days prior written notice to Wellcraft, BEC may terminate the Agreement in whole or in part in the event that (i) BEC ceases to operate any one of the Parks covered by the Agreement, or (ii) BEC sells to a third party substantially all of the assets of any one of the Parks covered by the Agreement.

2. PRODUCTS.

2.1 Product Loan. In full consideration of the rights provided Wellcraft under the Agreement, Wellcraft hereby agrees to lend and transfer to BEC and BEC hereby agrees to receive from Wellcraft, the Products set forth in Exhibit A attached hereto, for the Parks to use in accordance with the terms and provisions of the Agreement. BEC shall pay all transfer taxes, license and other fees associated with the transfer and use of the Products.

2.2 Replacement.

2.2.1 BEC and Wellcraft may agree to exchange the current year's Products for the succeeding year's new model of Products, by agreeing in writing of such election at least sixty (60) days prior to the expiration of the Contract Year.

2.3 Other Products. BEC agrees that no other products shall be used which are in direct competition with products manufactured by Wellcraft; provided, however, that BEC may use, in its sole discretion, the following categories of products manufactured by companies other than Wellcraft: outboard motors, tow ropes, motorized surface boards, pick-up boats, competition ski boats, personal water vehicles and custom-made show boats.

3. OPERATIONS.

3.1 Maintenance. BEC is obligated to maintain the Products in good appearance and good working condition. Wellcraft shall

make available to BEC service parts and materials necessary to enable BEC to properly maintain the Products. Service parts and maintenance materials will be sold to BEC at Wellcraft's dealer net price. At no additional cost, Wellcraft shall provide technical assistance and training of BEC maintenance personnel in correct Products maintenance and repair procedures. BEC shall maintain maintenance repair logs for Wellcraft's inspection.

3.2 Operation of the Products. BEC hereby covenants that the Products shall be operated and driven exclusively by Park employees and independent contractors of the Park at all times. The Parks, their employees and independent contractors shall abide by the United States Coast Guard rules and regulations for safe boating and shall operate the Products in accordance with the owner's manual provided by Wellcraft.

3.3 Modification of Product. Except for show theming, routine maintenance and replacement of parts referred to in Paragraph 3.1 above, BEC shall not, at any time, alter, modify, supplement or otherwise change the appearance or physical components of the Products or any part thereof, without the prior written consent of Wellcraft and then only under the supervision and direction of Wellcraft.

4. PROMOTIONAL TERMS AND CONDITIONS.

4.1 BEC hereby grants to Wellcraft the non-exclusive right during the Term of the Agreement to be identified as a "Preferred Supplier" of the Parks' Water Ski Shows.

4.2 Except as herein provided, BEC shall cause signage of Wellcraft's Product names and business activities and (1) one Product display in each Park (the "Displays") to be installed substantially in accordance with the locations, plans, specifications, and descriptions agreed to by BEC and Wellcraft. BEC shall cause the Displays to be visible to guests of the Parks during normal Park operating hours at the times the Parks are open to the public. Wellcraft acknowledges that display space restrictions will limit the Parks' ability to display boats larger than the twenty-six (26) foot Scarab Sportster.

4.3 During the Term of the Agreement and subject to the agreement of Wellcraft and BEC as to time, place, and manner, BEC shall, if Wellcraft so desires:

4.3.1 Have the Displays demonstrate and publicize Wellcraft's business, as agreed to by BEC and Wellcraft;

4.3.2 Have Wellcraft's corporate name or any symbol, trademark, certification mark, and design used by Wellcraft in the promotion of Wellcraft's Products, appear in the Displays, and, at BEC's sole discretion, on selected materials publicizing and promoting the Water Ski Shows, all in a manner so as to designate Wellcraft as a "Preferred Supplier";

4.3.3 Have such identification of Wellcraft as a "Preferred Supplier" of the Water Ski Shows included in recorded or live announcements at such Water Ski Shows;

4.3.4 Place materials and signs identifying Wellcraft's business in the Displays and at the Water Ski stadiums. Wellcraft shall bear all costs and expenses associated with all such signs and Displays. BEC shall have the right, but not the obligation, at BEC's own expense to use such material and signs in any other location within the Parks selected by BEC; and

4.3.5 Be included in and identified as a "Preferred Supplier" of the Water Ski Shows on Park collateral such as Park guides, brochures or maps in a size, style, and format equal to that of other Park suppliers; provided that space and print format permit like treatment of comparable preferred suppliers.

4.4 The exact manner of featuring Wellcraft as a "Preferred Supplier" of the Water Ski Show shall be approved in advance, in writing, by BEC. BEC may from time to time modify the Water Ski Shows as it deems appropriate. BEC shall notify and consult with Wellcraft in advance of any modification made to the color, visual appearance, signs, banners, or graphics of the Water Ski Shows relating to any material aspect of Wellcraft's rights and obligations under the Agreement.

4.5 BEC shall, at its own expense, operate and maintain the Water Ski Shows and pay all taxes thereon, except taxes on any personal property owned by Wellcraft that is used in connection with the Water Ski Shows. All proceeds derived from operation of the Parks and the Water Ski Shows shall be on account of, retained, and owned by BEC.

4.6 Maintenance and Operation

4.6.1 During the Term of the Agreement, BEC shall, at its own expense:

4.6.1.1 maintain the Water Ski Shows and the Displays in a first-class manner, adhering to the standards applied to other attractions in the Parks; and

4.6.1.2 provide suitably attired attendants and performers to staff the Water Ski Shows. The attendants shall be employees of BEC, and Wellcraft shall have no participation in or responsibility for the hiring, supervision or compensation of the attendants but may participate in the training of the employees regarding Wellcraft's products and services. Such training to be conducted at Wellcraft's expense and at a time mutually agreeable to the parties.

4.6.2 Except as otherwise expressly provided herein, BEC shall have complete discretion in operation and maintenance of the Water Ski Shows. Notwithstanding any other provision of the Agreement, BEC shall have the right to advertise and publicize the Water Ski Shows and the Parks in any manner which BEC may elect.

4.7 Wellcraft agrees that Wellcraft shall have no interest in, claim in or to, or right of ownership in the Parks, or the Water Ski Shows, any of the buildings, structures, fixtures, or additions or improvements to the Parks, the Water Ski Shows or to any graphics or signs installed in the Parks. Notwithstanding any other provision of this Paragraph, BEC shall not unreasonably refuse to return to Wellcraft any graphic materials, signs, and banners for which Wellcraft might have some use; provided such graphic materials, signs, and banners do not display any of BEC's trademarks or any copyrighted matter owned by BEC.

4.8 Except as expressly granted herein, nothing in the Agreement is intended to entitle any party to the Agreement to claim any right, title, or interest in, or right to use, the name of the other party, the name or existence of any property or facility owned by the other party (or any portion thereof), or any other names, designs, logos, symbols, trademarks, service marks, representations, or other identification of the other party.

4.9 Nothing herein shall be construed as preventing BEC from entering into agreements with other parties for the sponsorship or participation in the Water Ski Shows on terms and conditions which BEC deems appropriate. Wellcraft and BEC acknowledge and agree that the Agreement for the Water Ski Shows and the rights granted hereunder do not entitle Wellcraft to be identified as the sponsor of the Water Ski Shows or to any other rights and privileges which may be associated with such sponsorship.

5. PUBLICITY.

5.1 BEC owns all rights including all copyrights in and to the Water Ski Shows in perpetuity and throughout the world, and shall have the right and may grant others the right to film, video tape, audio tape, photograph and otherwise record the Water Ski Shows and the Products used in connection with the Water Ski Shows ("Recordings"). BEC shall have the right but not the obligation to edit, reproduce, print, disseminate, and otherwise publish such Recordings, including any portion in which any of the Products appear or are mentioned, for publicity, promotion and advertising purposes of the Water Ski Shows alone or the Water Ski Shows in conjunction with the Parks, or for any other purpose as BEC deems appropriate in its sole discretion, without any compensation to or further permission from Wellcraft.

5.2 Wellcraft acknowledges that BEC owns: (1) certain trade names, trademarks, service marks, logos and characters and the good will associated with each (hereinafter "BEC's Trademarks"), and (2) copyrights and works relating to the BEC Parks and the operation, advertising and promotion of the BEC Parks ("BEC's Properties"). Wellcraft acknowledges that BEC's Trademarks and BEC's Properties are valuable assets of BEC and that the Agreement does not transfer or convey to Wellcraft or any third party any ownership rights in and to BEC's Trademarks and/or BEC's Properties owned by BEC, or any of BEC's parent, subsidiary or affiliated companies. Except as set forth in Paragraph 4 above, Wellcraft shall not have the right to use, and shall not use, in any way or for any purpose, the names "BEC", "Sea World" or Busch Entertainment Corporation" or any similar name, or any BEC's Trademarks or BEC's Properties owned by BEC or any of BEC's parent, subsidiary or affiliated companies, without the express prior written consent of BEC.

5.3 BEC acknowledges that Wellcraft owns: (1) certain trade names, trademarks, service marks, logos and characters and the good will associated with each (hereinafter "Wellcraft's Trademarks"), and (2) copyrights and works relating to the Products and the operation, advertising and promotion of the Products ("Wellcraft's Properties"). BEC acknowledges that Wellcraft's Trademarks and Wellcraft's Properties are valuable assets of Wellcraft and that the Agreement does not transfer or convey to BEC or any third party any ownership rights in and to Wellcraft's Trademarks and/or Wellcraft's Properties owned by Wellcraft, or any of Wellcraft's parent, subsidiary or affiliated companies. Except as set forth in Paragraph 4 and 5.1 above, BEC shall not have the right to use, and shall not use, in any way or for any purpose, the names "Wellcraft", "Scarab" or "Wellcraft Marine" or any similar name, or any Wellcraft's Trademarks or Wellcraft's Properties owned by Wellcraft or any of Wellcraft's parent, subsidiary or affiliated companies, without the express prior written consent of Wellcraft.

5.4 Wellcraft understands that the promotional rights granted by BEC to Wellcraft in the Agreement are non-exclusive. Wellcraft also understands that, in addition to the Products, BEC intends to use other types of watercraft in the Water Ski Shows under similar promotional arrangements.

5.5 BEC makes no warranties or representations concerning the amount of exposure the Products will receive at the Water Ski Shows and concerning the use of the Products in the Water Ski Shows. Whether to present the Ski Shows, shall be determined solely by BEC, based on several factors, including but not limited to, weather and other water conditions, the condition of the Products, and other factors to be determined in BEC's sole discretion.

6. ADVERTISING.

6.1 Upon terms and conditions satisfactory to BEC, Wellcraft shall have the right, with BEC's prior written approval in each instance, to utilize park characters and promotional elements (park merchandise, sweepstakes, trips, discounted admission) in advertising and consumer promotion programs. Wellcraft shall have the right, during the Term of the Agreement, to advertise and publicize, anywhere in the world, Wellcraft's

Preferred Supplier status in association with the Water Ski Shows; provided, however, that all such advertisement and publicity must receive the prior written approval in each instance of BEC, which approval shall not be unreasonably withheld.

6.2 Wellcraft shall not use, for any purpose, photographs of the Parks, Water Ski Shows or Displays without the prior written approval of BEC. It is agreed that Wellcraft may use the Parks for location photography provided that prior written approval in each instance is granted by BEC.

6.3 Wellcraft shall submit to BEC all advertising material (including promotional copy, artwork, and layout) relating to Wellcraft's Preferred status in association with the Water Ski Shows together with a brief statement as to the use to which the promotional material will be put and the media through which and the period of time during which it will be distributed or displayed. Wellcraft agrees not to use any such advertising material relating to Wellcraft's Preferred status in association with the Water Ski Shows without first obtaining in writing the specific approval of BEC. In determining whether to grant such approval, BEC shall exercise its judgment in good faith. Wellcraft shall furnish to BEC final proofs or scripts of all advertising material relating to Wellcraft's Preferred status in association with the Water Ski Shows which differs significantly from the proposals or prototypes previously approved by BEC. Such proofs and scripts shall indicate the specific use to which they will be put, within a reasonable time before they are forwarded or made available to the media. BEC may require Wellcraft to include such trademark and copyright notices as BEC finds necessary or appropriate in its sole judgment on any such advertising or promotional materials relating to Wellcraft's Preferred status in association with the Water Ski Shows which display BEC's name, or any other name, designs, logos, symbols, trademarks, service marks, or any other BEC properties. In the event BEC reasonably finds any proofs or scripts significantly different from the proposals or prototypes approved, or any BEC properties are inappropriately or untimely used, Wellcraft shall, immediately after being notified to that effect by BEC, and in any event within ten (10) days after such notice is given, cause the withholding or discontinuance of such advertising and diligently seek to effect, to the extent possible, the recall or cancellation of any such advertising already authorized or begun.

7. WELLCRAFT USE OF BEC FACILITIES.

7.1 Filming Privileges. BEC will make available to Wellcraft at no additional cost, Park venues and facilities for the filming of Wellcraft commercials or in-house videos, subject to, in each instance BEC's prior written approval and Wellcraft's execution of the location usage agreement prior to such filming. Wellcraft shall pay direct film and processing costs, talent and crew fees and direct costs for special props and sets. At Wellcraft's expense, routine photography will be provided at Wellcraft's request.

7.2 Promotion Activities. Subject to availability and payment of admission by Wellcraft, Wellcraft shall have the right to utilize Park venues during regular Park operating hours for hospitality functions. Catering for such functions will be made available to Wellcraft at a ten percent (10%) discount off regular rates for groups from one (1) to two thousand (2,000) persons and a twenty percent (20%) discounts for groups in excess of two thousand (2,000) persons. Gratuities are not discounted.

7.3 V.I.P Benefits. At Wellcraft's request, BEC agrees to provide Wellcraft with BEC's standard VIP benefits in effect at the time of Wellcraft's request, including, but not limited to, special park tours and courtesy gifts, for key Wellcraft accounts and VIPs.

7.4 Complimentary Tickets. BEC agrees to provide Wellcraft with five hundred (500) complimentary tickets good for admission to any BEC theme amusement park during each complete Contract Year during the Term hereof. Wellcraft agrees that said tickets are to be used for corporate purposes only and not for resale.

7.5 Discount Tickets. At Wellcraft's request, BEC agrees to institute a ticket voucher program, subject to the execution of a voucher agreement, which will provide Park admission tickets to Wellcraft employees and VIPs at a twenty-five percent (25%) discount. Wellcraft agrees that said vouchers are to be used for corporate purposes only and not for resale.

7.6 Park Merchandise. Subject to BEC's prior written approval, Wellcraft shall have the opportunity to purchase Park merchandise at retail price less thirty percent (30%) (plus any

additional freight) for promotional purposes and internal use only and not for resale. BEC shall have the right to reject any such request in the event BEC determines in its sole judgment that the purpose of the request, the quantities or the area of distribution is inappropriate or such request creates a conflict with Park policy or existing licensing arrangements.

7.7 Special Advertising. BEC shall provide Wellcraft with the opportunity to participate in special Park advertising opportunities such as television specials and print supplements as BEC deems appropriate and upon terms and conditions satisfactory to BEC.

7.8 Coupons. Upon terms and conditions satisfactory to BEC, BEC shall provide Wellcraft with limited couponing opportunities as BEC, in its sole discretion, deems appropriate.

8. FORCE MAJEURE.

If either party's performance of the Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of a Park for a temporary period, the Term of the Agreement shall be extended with respect to such Park for an equal period. Any party failing to perform or which is delayed in performance hereunder because of a force majeure event, shall give written notice to the other party within ten (10) days after the occurrence of any such event and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing its obligations hereunder.

9. EXPENSES; MAINTENANCE OF BOOKS AND RECORDS.

9.1 Except as otherwise specifically provided in the Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

9.2 During the Term of the Agreement and for a period of at least two (2) years following the termination of the Agreement, Wellcraft shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to BEC for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Wellcraft to or for the benefit of any BEC employee or agent who may reasonably be expected to influence BEC's decision to enter into the Agreement, or the amount to be paid by BEC pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. BEC and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of the Agreement.

10. INDEPENDENT CONTRACTORS.

The parties shall be and act as independent contractors, and under no circumstances shall the Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has given nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

11. FAILURE NOT TO OBJECT NOT A WAIVER.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

12. NOTICES.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered by a responsible private courier or sent United States Mail, certified, postage pre-paid, return receipt requested, addressed to the parties as follows:

If to Wellcraft: Wellcraft Marine Company
1651 Whitfield Ave.
Sarasota, FL 34243
Attn: Gordon Houser

If to BEC: Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
Attn: Bill Borger

With copies to: Anheuser-Busch Companies, Inc.
Corporate Legal Department
One Busch Place 202-6
St. Louis, MO 63118
ATTN: Vice President and General Counsel

or to such other address as either party may provide to the other in accordance herewith.

13. SUCCESSORS AND ASSIGNS.

Wellcraft shall not assign its rights and/or obligations under the Agreement without the prior written approval of BEC. The Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

14. MISCELLANEOUS.

14.1 Each of the individuals executing the Agreement certifies that he or she is duly authorized to do so.

14.2 The Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

14.3 The Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to the Agreement.

14.4 The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

14.5 Should any party commence legal action to interpret or enforce the terms of the Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, attorneys fees and court costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceeding.

14.6 The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

14.7 If any provision of this Amendment conflicts with provisions of the Agreement, the provisions of this Amendment shall prevail.

14.8 The defined terms appearing in this Amendment shall have the same meaning assigned in the Agreement.

14.9 Except as hereby amended, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the date first written.

WELLCRAFT MARINE COMPANY

By: _____
C. Gordon Houser

Title: Vice President, Marketing

BUSCH ENTERTAINMENT CORPORATION

By: _____
John B. Roberts

Title: Chairman of the Board & President

27835.01

Exhibit A

Wellcraft shall provide the following 26 Scarab Sporsters:

Serial Number	**BEC Park**
#WELFMA86C595	Sea World of Texas
#WELFMA88D595	Sea World of California
#WELFMA89D595	Sea World of Florida
#WELFMA90D595	Sea World of Ohio

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as lessor under that certain lease agreement (MASTER LEASE) entered into with

SEA WORLD, INC.

(LESSEE) and filed in the Office of the City Clerk as document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

SOUTHWEST AIRLINES COMPANY (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified by the MASTER LEASE which is 2.5%.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the City Manager.

THE CITY OF SAN DIEGO

Dated 7-28-93

By _____
Supervising Property Agent

APPROVED AS TO FORM
John W. Witt, City Attorney

Dated 7/29/93

By _____
Chief Deputy

AGREED TO:
SEA WORLD, INC.

Dated 8-13-93

By _____

For acknowledgment purposes only and without assuming any responsibility or obligation whatsoever except as expressly set forth in the Sponsorship Agreement dated April 29, 1988:

SOUTHWEST AIRLINES ~~COMPANY~~ Co.

Dated 2-1-94

By _____
CORPORATE COUNSEL

JVN:rc

AGREEMENT

THIS AGREEMENT is made as of the 24th day of October, 1995, by and between SOUTHWEST AIRLINES CO. ("Sponsor"), a Texas corporation with its principal place of business in Dallas, Texas, and SEA WORLD, INC., a Delaware corporation, with its principal place of business in Orlando, Florida, on behalf of its division known as SEA WORLD OF CALIFORNIA ("Sea World").

WITNESSETH:

WHEREAS, Sea World is in the business of owning and operating marine life theme parks; and

WHEREAS, Sea World is entering into this Agreement on behalf of the theme park commonly referred to as Sea World of California in San Diego, CA, (the "Park") which offers to the public for an admission price a variety of exhibits, attractions and entertainment; and

WHEREAS, Sponsor is in the business of operating an airline and Sponsor desires to promote and publicize its corporate name and corporate activities by being designated as the Preferred Airline of the Park and sponsoring a certain attraction more fully described on Exhibit A (the "Attraction") and a certain display more fully described on Exhibit B (the "Display") as more fully described in this Agreement;

WHEREAS, Sea World and Sponsor wish to publicize the Park and encourage tourism and travel for their mutual benefit to the area where the Park is located; and

WHEREAS, Sea World agrees to designate Sponsor as the "Preferred Airline" of the Park in its marketing, advertising, sales and promotional materials.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. Operation and Control of Attraction and Display.

(a) Sea World agrees that it has constructed and it will operate and maintain the Attraction, as described on Exhibit A, and operate and maintain the Display, as described on Exhibit B. Sea World shall cause the Attraction and the Display to be adequately staffed, lighted and supplied with appropriate brochures and other mutually agreed upon collateral materials produced by Sponsor, and the Display to be visible to patrons and guests during the normal operating hours of the Park. The normal Park operating hours are subject to daily modifications by Sea World, in its sole discretion.

(b) Sea World shall have full control over, and full responsibility and obligation for, (i) the design, construction, operation and maintenance of the Attraction and (ii) the operation and maintenance of the Display, except as provided in Paragraph 2(a) below.

2. Advertising and Promotion by Sponsor.

(a) Sea World shall permit the Display reflecting Sponsor's business name and activities to be created and installed in the Park at, in and on the Attraction substantially in accordance with the location, plans, specifications and descriptions agreed to by Sea World and Sponsor. Sea World shall assist Sponsor, at no additional cost to Sponsor, in the design and layout of the graphics and concepts and

in the supervision of the construction and implementation of the plans for the Display. The Display shall consist of those elements identified in Exhibit B. The design and theming of the Display, including display elements within the Attraction capsule (enumerated in Exhibit B) shall be subject to each party's approval. All costs associated with and responsibility for manufacturing, purchasing, constructing, installing and erecting the Display have been shared by the parties and paid in full. All costs associated with the disassembly and removal of the display from the Park at the termination of this Agreement shall be the responsibility of Sea World. Arranging for shipment and payment of the shipping costs for the Display is the sole responsibility of Sponsor.

(b) In connection with the Display, Sea World shall assist Sponsor at mutually agreeable times in the creation and installation in the Attraction of a Sponsor informational area (the "Informational Area") more fully described on Exhibit B attached hereto. Such Informational Area shall include Sponsor route maps and related information. Sea World shall be responsible for the initial basic construction costs. All other costs associated with such creation and installation shall be borne by Sponsor at its sole expense.

3. Advertising and Promotion by Sea World.

Sea World shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attraction or any portion thereof. Any use of such reproductions containing Sponsor's trademarks, copyright works, trade names, logos, product identification, artwork, or characters, shall be subject to Sponsor's written consent pursuant to paragraph 9 hereof.

4. Term.

The term of this Agreement shall be deemed to have commenced on January 1, 1995 and, unless terminated sooner in accordance with the terms hereof, shall end on December 31, 1997 (the "Contract Period"). For the purposes of this Agreement, each January 1 through December 31 twelve month period shall hereinafter be referred to as a "Contract Year".

5. Right of First Negotiation.

Sponsor shall have the right of first negotiation with respect to any similar agreement regarding sponsorship rights for the Park involving a passenger air transportation service provider. As used herein, the right of first negotiation shall mean that Sea World shall negotiate exclusively with Sponsor for a period of sixty (60) days prior to December 31, 1997 with respect to the matters covered by this Agreement. After such exclusive negotiation period, Sea World shall be free to negotiate with any third party without any obligation to re-offer the rights to Sponsor. The right of first negotiation provided for in this Section applies only to the initial Contract Period and not to any renewals or extensions thereof.

6. Mutual Investment and Support.

(a) During the Contract Period, for proposed programs involving only the Park, each party shall provide the other with a written right of first refusal (to be exercised by written response within seven (7) business days of notification) to participate in any advertising, promotion, public relations or sales program which is directed toward driving business into the host city of the Park which requires the participation of a partner from the business category of the partner being offered the right of first refusal.

For purposes of this Agreement, the Sponsor's business category is defined as passenger air transportation and Sea World's business category is defined as entertainment attractions. Acceptance of participation means that the accepting partner must be willing and able to comply fully with all proposed program requirements which will be the subject of a separate agreement. Nothing undertaken under this provision shall be interpreted to grant to any airline other than Sponsor sponsorship of the Attraction or designation as the Preferred Airline of the Park.

(b) Either party may work with any partner of its choice in those markets which are not supported by the other party (e.g., non-Park cities; cities not served by Sponsor).

(c) For any domestic advertising, promotion, public relations or sales program which involves one or more parks, in addition to the Park, owned by Busch Entertainment Corporation ("BEC") or one of its subsidiaries and which requires the participation of a passenger air transportation partner, Sea World and BEC reserve the right to negotiate with and utilize any passenger air transportation provider able to comply fully with all program requirements. Sea World will include Sponsor along with other airlines when soliciting partners for such programs and will use reasonable efforts to include Sponsor in such programs where possible, but will be under no obligation to utilize Sponsor in those programs. Nothing undertaken under this provision shall be interpreted to grant to any airline other than Sponsor sponsorship of the Attraction or designation as the Preferred Airline of the Park.

(d) For any advertising, promotion, public relations or sales program proposed by a third party and involving Sponsor or Sea World strictly as a supplier of an element of a prize or award portion of a program, either party may work with the partner(s) of its choice, so long as Sponsor or Sea World are not designated as one of the program's originators. Each party shall perform in good faith in regard to its responsibilities and restrictions denoted hereunder.

(e) Sponsor and Sea World agree to exchange positive space/must ride Sponsor tickets and park admission tickets (good at any BEC park) at a set exchange rate of ten (10) park admission tickets to one (1) Sponsor ticket (for interstate Sponsor tickets) and at a rate of four park admission tickets to one Sponsor ticket (for intrastate Sponsor tickets). Such tickets are to used for regular business activities (such as travel, key account entertainment, etc.), or in conjunction with sales blitzes, familiarization tours, employee days and similar activities, and shall not be resold. During calendar years 1995 and 1997, a minimum of 1,000 park tickets shall be exchanged annually, but the total annual exchange shall not exceed 2,000 park tickets. During calendar year 1996, a minimum of 1,500 park tickets shall be exchanged, but the total exchange shall not exceed 3,000 park tickets. If additional park tickets in excess of the 3,000 maximum are requested by Sponsor in 1996, they will be provided to Sponsor at a price equal to 50% of the gate price in effect at the applicable park. Additional tickets may be exchanged through separate negotiations for use in consumer or sales promotions.

(f) Each party shall be free to work with any third-party travel packager, re-seller or tour operator of its choice, provided that Sea World shall include Fun Pack Vacations when Sea World is considering or soliciting such partners, through submission via overnight delivery of a Request for Proposal ("RFP") to Fun Pack Vacations with a simultaneous copy delivered to Southwest Airlines Group Packages Department, and provided that Sea World assigns all those solicited with the same response deadline of at least three (3) business days following receipt of the RFP.

(g) Each Party shall share equally the cost of supplying special Shamu in-flight service items for the three Shamu aircraft (Shamu logoed napkins, cups, etc.). Sponsor shall purchase service items

and invoice Sea World quarterly. Sponsor shall provide Sea World with an estimate of the cost of these items for the upcoming Contract Year by October 1 of the immediately proceeding calendar year.

7. Sponsorship Benefits Provided to Sponsor.

(a) Sponsor may, subject to the requirements of this Agreement, utilize the Park characters and Sea World promotional elements, including, but not limited to, Park merchandise, sweepstakes trips and discounted admissions to the Park in advertising and consumer promotion programs. In addition, Sponsor may, upon Sea World's prior written approval in each instance, utilize Sponsor's T.J. Luv character in Sponsor's in-Park marketing events. All materials using such characters and/or elements shall include such trademark and/or copyright notices as Sea World or Sponsor shall designate from time to time.

(b) Sea World hereby designates Sponsor as the "Preferred Airline" of the Park and the Sponsor of the Attraction. Sea World will promote the above designation through theming of the Attraction (capsule interior and exterior) and waiting area, on the pre-recorded Attraction tape, on one half of the exterior of the Attraction capsule, on informational areas located in the Display, through signs at the Attraction and through one plane model display of a Shamu aircraft provided by Sponsor. The exact manner of showcasing Sponsor within the Park shall be mutually agreed upon by Sea World and Sponsor. Sponsor shall be responsible for the cost for all Sponsor signage, display and collateral elements in the Park. For any international advertising, promotion, public relations or sales program which involves the Park, and which requires the participation of a passenger air transportation partner, Sea World reserves the right to negotiate with and utilize any passenger air transportation provider able to comply fully with all program requirements. During the Contract Period, Sea World shall not (i) designate any other passenger air transportation provider as the preferred or official airline of the Park or any other designation with the same meaning; (ii) grant to any other domestic or international passenger air transportation provider sponsorship of an attraction at the Park or representation on a display, information center or kiosk located at the Park, other than representation of a non-U.S. based international carrier in a general travel kiosk which may feature several other such international carriers; or (iii) license the right to paint, affix, or display depictions of the killer whale "Shamu", or any other killer whale or marine life character owned by Sea World, on the exterior of a passenger aircraft. Notwithstanding any other provision in this Agreement, Sponsor is not granted any rights with respect to Sea World's park located in Florida.

(c) At Sponsor's request, Sea World shall institute a ticket voucher program, subject to the execution of a voucher agreement, which will provide admission tickets to the Park to Sponsor's key accounts and VIP's at a 20% discount. Additionally, during the Contract Period, Sea World will provide Sponsor with the following program discounts:

- Admission discount for guests showing a Southwest Airlines ticket stub	15% discount
- Admission discount for Southwest Airlines Company Club Members	20% discount
- Sponsor employees	20% discount
- Park Tours related to any of the foregoing admissions	15% discount

Southwest Airlines Company Club Members and Sponsor employees must provide proper identification at the time of purchase of the foregoing.

During calendar year 1996 only, Sponsor employees shall receive a 25% discount through a special 25th anniversary coupon book for a maximum of six people per coupon. In addition, the coupon book will include a coupon for one free admission which can be used only by the employee, provided this coupon must be used during the month of June, 1996. The tickets referred to in the previous sentence shall be subject to the provisions of Section 6(e) hereof. In order to receive the benefits provided for in this paragraph, the employee must appear in person and display a valid Southwest Airlines photo identification.

The discounts provided for in this paragraph 7(c) shall be valid for admission to the Park during regular Park operating hours on those days when the Park is open to the general public.

(d) Subject to availability and payment of admission, Sponsor shall have the right to utilize Park venues at no additional charge and during regular Park operating hours for hospitality functions. Sea World will provide Sponsor with hospitality rooms for small groups (4 to 8 people); provided, however, that Sponsor shall reserve such rooms in advance on a space availability basis. Hospitality events for groups with 15 or more people must be booked in advance through the Park sales or marketing office. Catering for such functions will be made available to Sponsor at a 10% discount off regular rates for groups from 1 to 2,000 persons and a 20% discounts for groups in excess of 2,000 persons. Gratuities shall be billed as a percentage of the non-discounted catering bill.

(e) At Sponsor's request and subject to Sea World's corporate guidelines, Sea World agrees to provide Sponsor, with Sea World's standard VIP benefits, including, but not limited to, special Park tours and courtesy gifts, for key Sponsor accounts and VIP's.

(f) Subject to Sea World's prior written approval in each instance, Sponsor shall have the opportunity to purchase Park merchandise at retail price less 30% (plus any additional freight) for promotional purposes and internal use only and not for resale. The purpose for the request, area of distribution and quantity will all be monitored to ensure appropriateness, and to avoid potential Park or licensing conflicts.

(g) Sea World shall provide Sponsor and Southwest Airlines Fun Pack Vacations, where appropriate, with the opportunity to be included in tour and travel publications in which the Park participates and will distribute Sponsor's sales collateral materials at mutually agreed upon sales events and blitzes. Incremental costs for these inclusions shall be borne by Sponsor or as mutually agreed upon by the parties. If Sponsor does not inform Sea World within a reasonable period of time as determined by Sea World of its desire to be included in the opportunity, which period may vary depending upon any deadlines imposed on Sea World in connection with the opportunity (provided Sponsor receives advance notice of the deadline), Sponsor shall be deemed to have rejected the opportunity and Sea World will not include Sponsor.

(h) Sea World agrees to pay 50% of the cost of maintaining the previously approved paint scheme depicting the character Shamu on the exterior of three Southwest Airlines 737 aircraft (the "Shamu Aircraft"). Such cost shall be that which is in excess of the Sponsor's routine maintenance and painting expense cost which shall be borne by Sponsor in its sole expense.

(i) Sponsor shall have the right subject to the prior written approval of Sea World pursuant to paragraph 9 hereof in each instance to utilize the Park names, photographs, films or other representations of the Park in connection with advertising or promotion of Sponsor's sponsorship of the

Attraction or its promotional relationship with the Park, including advertising by means of print, radio, outdoor advertising, spot or network television or similar media.

(j) Sponsor shall have the right to have the name "Southwest Airlines" and/or the Southwest Airlines logo be depicted on Park guides, brochures, show schedules or maps, in a size, quantity, manner and style equal to that of other Park sponsors; provided that space on the collateral piece allows this logo treatment for all sponsors. Pursuant to paragraph 9 hereof, all use by Sea World of the Southwest Airlines name and logo shall be approved in advance by Sponsor, such approval not to be unreasonably withheld;

(k) Sea World shall pay all costs of refurbishing and maintaining the Skytower Attraction in excess of Sponsor's commitment as required in this Agreement in Section 8(e).

8. Sponsorship Benefits Provided to Sea World.

(a) During the Park's operating season and subject to the continuance of mutually agreeable pricing, Sponsor shall include the Park in Sponsor's FunJet/Fun Pack travel packages which are advertised in the Fun Pack in-flight seatback brochure. Any package which includes the Park shall provide exposure to the Park at a level of prominence at least equal to that provided to other entertainment attractions (theme parks, zoos, theaters, etc.) promoted within the package. Subject to space availability and the timely provision of artwork from Sea World for the advertisement (provided Sponsor receives advance notice of the deadline for the artwork), but in no event less than once per calendar year, Sponsor shall include a full page advertisement in Sponsor's flight schedule published periodically during the Contract Period. Production of the advertisement shall be at the expense of Sea World, however, all other costs, including media costs, shall be borne by Sponsor.

(b) Sponsor shall provide Sea World at no cost up to four thousand (4,000) coupons per year for air travel discounts of $25 off full ("Y") fare pricing for business or employee use.

(c) Sponsor agrees to pay 50% of the cost of maintaining the paint scheme of the exterior of the three Shamu Aircraft. Such cost shall be that which is in excess of the Sponsor's routine maintenance and painting expense cost which shall be borne by Sponsor at its sole expense.

(d) Sponsor shall provide Sea World with an introduction to the appropriate contact at Spirit Magazine, Sponsor's in-flight magazine, so that Sea World can attempt to have stories about the Park included in the magazine.

(e) Sponsor agrees to pay 50% of the costs of refurbishing the Skytower Attraction. Such costs shall include, but are not limited to, replacement of seat covers, interior and exterior Skytower capsule paint, carpet and application of interior and exterior graphics to the Skytower Attraction. Sponsor shall not be responsible for the cost of refurbishing any structural elements of the Skytower Attraction such as platforms, walkways and mechanical overhauls. The parties acknowledge that Sponsor's refurbishments have been made and Sponsor has previously paid for its pro rata share of these costs. On an ongoing basis, Sponsor shall be responsible for 50% of the costs of maintaining these non-structural refurbished items.

9. Advertising; Use of Trademarks and Properties

(a) Each party acknowledges that the other party owns: (1) certain trade names, trademarks, service marks, logos and characters and the good will associated with each (hereinafter "Trademarks") and (2) copyrights in works relating to their operations (hereinafter "Properties"). Each party acknowledges and agrees that such Trademarks and Properties are valuable assets and that this Agreement does not transfer or convey any ownership or other rights in and to such Trademarks and Properties.

(b) Each party agrees that it will not use or refer to or give permission to any third party to use any of the other party's Trademarks or Properties in any manner without the express written consent of the other party. Each party consents to the use of the Trademarks and Properties by the other party in advertisements and in any collateral materials during the Contract Period, provided that each party must use the other party's logo stats or slicks and must submit artwork to such other party for its prior approval. Either party may prohibit any use which it believes may injure or damage its good will, whether or not associated with such Trademarks or Properties. Use of the Trademarks and Properties shall not constitute a waiver of either party's rights to prohibit any other use or the requirement that each party obtain the required prior written consent of the other party for each and every such use.

(c) Neither party will make any use of the Trademarks or Properties that implies that the parties are affiliated with or acting on behalf of each other.

(d) Upon the termination or expiration of this Agreement, all Sponsor graphics and/or display elements located at the Park shall be returned by Sea World to Sponsor. Sea World shall dismantle the Display at its expense, however, Sponsor shall pay all shipping costs.

(e) No advertising material (including but not limited to signs and publicity copy, photography, art work and layout) using (i) the name or any symbol of Sea World; (ii) any photographs, film, videotape or other representation, depiction or recording of the Park; or (iii) any Sea World trademarks, copyright works, characters, trade names, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Sponsor without the prior written consent of Sea World. Sponsor shall submit all such proposed materials to Sea World, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Sea World agrees to notify Sponsor regarding approval or disapproval of such advertising materials within five (5) business days of receipt of Sponsor's request for approval. In the absence of any such notification by Sea World, Sea World shall be deemed to have disapproved such advertising materials. If no notification is received, Sponsor may notify Sea World in writing of its failure to receive notice, in which case Sea World shall have an additional five (5) business days to notify Sponsor of its approval or disapproval of the advertising materials. In the absence of any such notification by Sea World, Sea World shall be deemed to have approved any such advertising materials. Sponsor agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein. All such materials shall include such trademark and/or copyright notices as Sea World shall designate from time to time.

(f) No advertising materials (including but not limited to publicity copy, photography, art work and layout) using any Sponsor trademarks, copyright works, trade names, logos, product identification, artwork or characters (including the T.J. Luv character) may be published, displayed, distributed or broadcast by or on behalf of Sea World without the prior written consent of Sponsor. Sea

World shall submit all such proposed materials to Sponsor, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. Sponsor agrees to notify Sea World regarding approval or disapproval of such materials within five (5) business days of receipt of Sea World's request for approval. In the absence of any such notification by Sponsor, Sponsor shall be deemed to have disapproved such advertising materials. If no notification is received, Sea World may notify Sponsor in writing of its failure to receive notice, in which case Sponsor shall have an additional five (5) business days to notify Sea World of its approval or disapproval of the advertising materials. In the absence of any such notification by Sponsor, Sponsor shall be deemed to have approved any such advertising materials. Sea World agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein. All such materials shall include such trademark and/or copyright notices as Sponsor shall designate from time to time.

(g) Subject to prior written agreements relating to souvenirs and other merchandise, Sponsor shall not, without Sea World's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict Sea World of California or any other Sea World (or any parent, subsidiary or other affiliate of Sea World) trademarks, trade names, logos, product identification or artwork, including, without limitation, depictions of the Shamu Aircraft.

(h) Subject to prior written agreements relating to souvenirs and other merchandise, Sea World shall not, without Sponsor's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Southwest Airlines", or any other Sponsor trademarks, trade names, logos, product identification or artwork, including, without limitation, depictions of the Shamu Aircraft.

(i) Sponsor agrees that Sea World owns all right, title and interest in and to the "Killer Whale" paint scheme on the exterior of the Shamu Aircraft, including without limitation, all rights in copyright therein and all trademark or trade dress rights with respect thereto, and any use thereof shall inure to the benefit of Sea World or its subsidiaries. Sea World has no rights in Sponsor's logo, colors or Sponsor's standard paint scheme for its aircraft. Sea World hereby grants to Sponsor a license during the Contract Period to the use of the "Killer Whale" paint scheme on the exterior of the Shamu Aircraft in accordance with this Agreement.

(j) Nothing in this Agreement shall be construed to give Sponsor the right to use the name, photographs or depictions of Shamu or other Sea World characters, designs, symbols, representations, figures, drawings, ideas, trademarks, copyrights, trade names or other matter owned, developed, or created by Sea World or any of its affiliates, except as expressly approved in writing by Sea World pursuant to this Agreement. All use thereof by Sponsor under this Agreement shall inure to the benefit of and be the exclusive property of Sea World.

(k) If a party requests a change in previously approved and installed signage, the party making the request shall pay the cost of the change.

10. Indemnity.

(a) Sponsor will indemnify, protect, defend, and hold harmless Sea World, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from

and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sponsor's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Sponsor of any provision hereof, (ii) the operation by Southwest Airlines, including without limitation, the ownership, possession, maintenance, operation or other use of the Shamu Aircraft or (iii) any act or omission of Sponsor, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof.

(b) Sea World will indemnify, protect, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sea World's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Sea World of any provision hereof, (ii) the operation of the Park and the Attraction, or (iii) any act or omission of Sea World, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof.

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

11. Insurance.

(a) Sponsor shall provide Sea World, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Sponsor has a comprehensive liability insurance policy in force with at least Two Million Dollars ($2,000,000) single limit liability. The certificate shall also certify that Sea World is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to Sea World, shall be primary regardless of any other coverage which may be available to Sea World. Coverage shall be occurrence based rather than claims made. The policy shall be written so that Sea World will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Sponsor shall not violate, or permit to be violated, any conditions of said insurance policy, and Sponsor shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sea World's obligations hereunder that Sponsor shall have furnished to Sea World the insurance certificate as aforesaid.

(b) Sea World shall provide Sponsor, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Sea World has a comprehensive liability insurance policy in force with at least Two Million Dollars ($2,000,000) single limit liability. The certificate shall also certify that Sponsor is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to Sponsor, shall be primary

regardless of any other coverage which may be available to Sponsor. Coverage shall be occurrence based rather than claims made. The policy shall be written so that Sponsor will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Sea World shall not violate, or permit to be violated, any conditions of said insurance policy, and Sea World shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sponsor's obligations hereunder that Sea World shall have furnished to Sponsor the insurance certificate as aforesaid.

12. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, effective upon the other party's receipt of termination notice, following the occurrence of a material default by the other party in performance of any of the provisions of this Agreement, which default is not cured within thirty (30) days following written notice of such default to the defaulting party.

(b) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

(c) If either (i) the number of markets served by Sponsor as more fully described in Exhibit C attached hereto decreases by more than 20% from the markets served as of December 31, 1993; or (ii) total attendance or total annual operating days for the Park and the parks located in San Antonio and Cleveland, in the aggregate, decreases by more than 20% from attendance during calendar year 1993; then the party not experiencing such decreases may request to renegotiate, in good faith, the terms of this Agreement. In the event the parties are unable to agree on such new terms within sixty (60) days after such request, the party requesting renegotiation may terminate this Agreement upon thirty (30) days prior written notice.

(d) If Sea World elects to permanently close the Attraction for any reason other than force majeure as provided in Paragraph 13, Sponsor may, at its option, either (i) transfer its sponsorship to another mutually agreed upon attraction within the Park with exposure and public relations opportunities that are comparable, or superior to, the opportunities available to Sponsor in connection with the closed Attraction, with Sea World bearing the expense for the transfer of signage and related display elements; or (ii) terminate this Agreement.

(e) If the Attraction is closed to the public for any reason for a consecutive period of time longer than thirty (30) days during the Park's operating season, then Sponsor may, at its option, either (i) extend the contract period, or (ii) transfer its sponsorship to another mutually agreed upon Attraction within the Park with Sea World bearing the expense for the transfer of signage and related display elements.

13. Force Majeure.

(a) Notwithstanding the provisions of subparagraph 13(b), if either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms,

explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in (i) closure of either the Park or the Attraction for a period not to exceed sixty (60) consecutive days during the Parks' operating season, or (ii) Sponsor's inability to provide air transport services to San Diego for a period not to exceed sixty (60) consecutive days, the other party may extend, at its option, the Contract Period for a period of time equal to the period during which performance was prevented as described in this paragraph or, if it is Sponsor's option, transfer its sponsorship to another mutually agreed upon Attraction within the Park.

(b) In the event the Attraction is permanently closed due in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within Sea World's control, whether or not specifically mentioned herein, Sponsor may transfer its sponsorship to another mutually agreed upon Attraction within the Park. If the Park is closed for a period longer than sixty (60) consecutive days during the Park's operating season, or Sponsor is unable to provide air transport services to the Park's home market for a period longer than sixty (60) consecutive days for the reasons described above, then the party not experiencing such closure or interruption in service may extend the Contract Period, transfer sponsorship to another attraction (if Sponsor) provided Sea World bears the expense for the transfer of signage and related display elements, request to renegotiate, or terminate this Agreement upon thirty (30) days prior written notice.

(c) If any of the three "Shamu Aircraft" is taken out of service and not replaced for any reason for a period of time longer than ninety (90) consecutive days, then Sea World may request to renegotiate as provided for in Paragraph 12(c) hereof.

14. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for its own expenses incurred by such party in connection herewith.

(b) During the Contract Period and for a period of at least two (2) years thereafter, each party shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to the other for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of a party to or for the benefit of any employee or agent of the other party who may reasonably be expected to influence the decision to enter into this Agreement, or the amount to be paid pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. The parties shall have the right at any time during normal business hours, upon two (2) business days written notice, to have the Records of the other party examined by a big six accounting firm acceptable to both parties or, if the parties are unable to agree, then by Price Waterhouse. The cost of the examination shall be borne by the requesting party. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

16. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

17. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, or by overnight courier addressed to the parties as follows:

If to Sponsor: Southwest Airlines Co. If Certified Mail:
2702 Love Field Drive P.O. Box 36611
Dallas, TX 75235
ATTN: Dana Williams, Manager, Promotions/Events

If to Sea World: Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
ATTN: Director, Partnership Marketing

or to such other address as either party may provide to the other in accordance herewith.

18. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party and any attempted assignment without such approval shall be void. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Miscellaneous.

(a) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(c) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(d) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(e) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs.

(f) This Agreement is to be construed in accordance with the laws of the State of Missouri applicable to contracts wholly made and performed therein.

(g) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

SEA WORLD, INC.

By: _____

Title: President and Chairman of the Board

SOUTHWEST AIRLINES CO.

By: _____

Title: _____

EXHIBIT A

ATTRACTION

Sea World of California - San Diego, CA
Skytower

EXHIBIT B

DISPLAY

Sea World of California - San Diego, CA
located
in and adjacent to the Skytower

1. Information area (photos, Route map, Shamu Aircraft, reservation phone)

2. Logo on Skytower capsule; photos, recorded message, special seat covers and carpet inside Skytower capsule

3. Attraction signage: "Southwest Airlines Skytower" or "Presented by Southwest Airlines"

iston

CITY OF SAN DIEGO

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain agreement entered into with

SEA WORLD, INC.

(LESSEE), effective January 1, 1978 and filed in the Office of the City Clerk as Document 762304 as subsequently amended, hereby consent to that certain Sponsorship Agreement between the above LESSEE and

SOUTHWEST AIRLINES CO. (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The City is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. Lessee's consideration as a result of the Sponsorship Agreement is hereby established at $100,000 per year ($50,000 Shamu Aircraft, $50,000 Other Benefits) and shall be subject to rent payable to City at the institutional advertising rate specified in the MASTER LEASE (as may be amended). Said institutional advertising rate is currently 2.5%.

THE CITY OF SAN DIEGO

Dated 8-6-96

By _____
For the City Manager

APPROVED AS TO FORM
JOHN W. WITT, City Attorney

Dated 8/8/91

By _____
Chief Deputy City Attorney

AGREED TO:
SEA WORLD, INC.

Dated 12/18/96

By _____

H:\WPWDATA\SOUTHWES.CON

AGREEMENT

THIS AGREEMENT is made as of the 24th day of October, 1995, by and between SOUTHWEST AIRLINES CO. ("Sponsor"), a Texas corporation with its principal place of business in Dallas, Texas, and SEA WORLD, INC., a Delaware corporation, with its principal place of business in Orlando, Florida, on behalf of its division known as SEA WORLD OF CALIFORNIA ("Sea World").

WITNESSETH:

WHEREAS, Sea World is in the business of owning and operating marine life theme parks; and

WHEREAS, Sea World is entering into this Agreement on behalf of the theme park commonly referred to as Sea World of California in San Diego, CA, (the "Park") which offers to the public for an admission price a variety of exhibits, attractions and entertainment; and

WHEREAS, Sponsor is in the business of operating an airline and Sponsor desires to promote and publicize its corporate name and corporate activities by being designated as the Preferred Airline of the Park and sponsoring a certain attraction more fully described on Exhibit A (the "Attraction") and a certain display more fully described on Exhibit B (the "Display") as more fully described in this Agreement;

WHEREAS, Sea World and Sponsor wish to publicize the Park and encourage tourism and travel for their mutual benefit to the area where the Park is located; and

WHEREAS, Sea World agrees to designate Sponsor as the "Preferred Airline" of the Park in its marketing, advertising, sales and promotional materials.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. Operation and Control of Attraction and Display.

(a) Sea World agrees that it has constructed and it will operate and maintain the Attraction, as described on Exhibit A, and operate and maintain the Display, as described on Exhibit B. Sea World shall cause the Attraction and the Display to be adequately staffed, lighted and supplied with appropriate brochures and other mutually agreed upon collateral materials produced by Sponsor, and the Display to be visible to patrons and guests during the normal operating hours of the Park. The normal Park operating hours are subject to daily modifications by Sea World, in its sole discretion.

(b) Sea World shall have full control over, and full responsibility and obligation for, (i) the design, construction, operation and maintenance of the Attraction and (ii) the operation and maintenance of the Display, except as provided in Paragraph 2(a) below.

2. Advertising and Promotion by Sponsor.

(a) Sea World shall permit the Display reflecting Sponsor's business name and activities to be created and installed in the Park at, in and on the Attraction substantially in accordance with the location, plans, specifications and descriptions agreed to by Sea World and Sponsor. Sea World shall assist Sponsor, at no additional cost to Sponsor, in the design and layout of the graphics and concepts and

in the supervision of the construction and implementation of the plans for the Display. The Display shall consist of those elements identified in Exhibit B. The design and theming of the Display, including display elements within the Attraction capsule (enumerated in Exhibit B) shall be subject to each party's approval. All costs associated with and responsibility for manufacturing, purchasing, constructing, installing and erecting the Display have been shared by the parties and paid in full. All costs associated with the disassembly and removal of the display from the Park at the termination of this Agreement shall be the responsibility of Sea World. Arranging for shipment and payment of the shipping costs for the Display is the sole responsibility of Sponsor.

(b) In connection with the Display, Sea World shall assist Sponsor at mutually agreeable times in the creation and installation in the Attraction of a Sponsor informational area (the "Informational Area") more fully described on Exhibit B attached hereto. Such Informational Area shall include Sponsor route maps and related information. Sea World shall be responsible for the initial basic construction costs. All other costs associated with such creation and installation shall be borne by Sponsor at its sole expense.

3. Advertising and Promotion by Sea World.

Sea World shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attraction or any portion thereof. Any use of such reproductions containing Sponsor's trademarks, copyright works, trade names, logos, product identification, artwork, or characters, shall be subject to Sponsor's written consent pursuant to paragraph 9 hereof.

4. Term.

The term of this Agreement shall be deemed to have commenced on January 1, 1995 and, unless terminated sooner in accordance with the terms hereof, shall end on December 31, 1997 (the "Contract Period"). For the purposes of this Agreement, each January 1 through December 31 twelve month period shall hereinafter be referred to as a "Contract Year".

5. Right of First Negotiation.

Sponsor shall have the right of first negotiation with respect to any similar agreement regarding sponsorship rights for the Park involving a passenger air transportation service provider. As used herein, the right of first negotiation shall mean that Sea World shall negotiate exclusively with Sponsor for a period of sixty (60) days prior to December 31, 1997 with respect to the matters covered by this Agreement. After such exclusive negotiation period, Sea World shall be free to negotiate with any third party without any obligation to re-offer the rights to Sponsor. The right of first negotiation provided for in this Section applies only to the initial Contract Period and not to any renewals or extensions thereof.

6. Mutual Investment and Support.

(a) During the Contract Period, for proposed programs involving only the Park, each party shall provide the other with a written right of first refusal (to be exercised by written response within seven (7) business days of notification) to participate in any advertising, promotion, public relations or sales program which is directed toward driving business into the host city of the Park which requires the participation of a partner from the business category of the partner being offered the right of first refusal.

For purposes of this Agreement, the Sponsor's business category is defined as passenger air transportation and Sea World's business category is defined as entertainment attractions. Acceptance of participation means that the accepting partner must be willing and able to comply fully with all proposed program requirements which will be the subject of a separate agreement. Nothing undertaken under this provision shall be interpreted to grant to any airline other than Sponsor sponsorship of the Attraction or designation as the Preferred Airline of the Park.

(b) Either party may work with any partner of its choice in those markets which are not supported by the other party (e.g., non-Park cities; cities not served by Sponsor).

(c) For any domestic advertising, promotion, public relations or sales program which involves one or more parks, in addition to the Park, owned by Busch Entertainment Corporation ("BEC") or one of its subsidiaries and which requires the participation of a passenger air transportation partner, Sea World and BEC reserve the right to negotiate with and utilize any passenger air transportation provider able to comply fully with all program requirements. Sea World will include Sponsor along with other airlines when soliciting partners for such programs and will use reasonable efforts to include Sponsor in such programs where possible, but will be under no obligation to utilize Sponsor in those programs. Nothing undertaken under this provision shall be interpreted to grant to any airline other than Sponsor sponsorship of the Attraction or designation as the Preferred Airline of the Park.

(d) For any advertising, promotion, public relations or sales program proposed by a third party and involving Sponsor or Sea World strictly as a supplier of an element of a prize or award portion of a program, either party may work with the partner(s) of its choice, so long as Sponsor or Sea World are not designated as one of the program's originators. Each party shall perform in good faith in regard to its responsibilities and restrictions denoted hereunder.

(e) Sponsor and Sea World agree to exchange positive space/must ride Sponsor tickets and park admission tickets (good at any BEC park) at a set exchange rate of ten (10) park admission tickets to one (1) Sponsor ticket (for interstate Sponsor tickets) and at a rate of four park admission tickets to one Sponsor ticket (for intrastate Sponsor tickets). Such tickets are to used for regular business activities (such as travel, key account entertainment, etc.), or in conjunction with sales blitzes, familiarization tours, employee days and similar activities, and shall not be resold. During calendar years 1995 and 1997, a minimum of 1,000 park tickets shall be exchanged annually, but the total annual exchange shall not exceed 2,000 park tickets. During calendar year 1996, a minimum of 1,500 park tickets shall be exchanged, but the total exchange shall not exceed 3,000 park tickets. If additional park tickets in excess of the 3,000 maximum are requested by Sponsor in 1996, they will be provided to Sponsor at a price equal to 50% of the gate price in effect at the applicable park. Additional tickets may be exchanged through separate negotiations for use in consumer or sales promotions.

(f) Each party shall be free to work with any third-party travel packager, re-seller or tour operator of its choice, provided that Sea World shall include Fun Pack Vacations when Sea World is considering or soliciting such partners, through submission via overnight delivery of a Request for Proposal ("RFP") to Fun Pack Vacations with a simultaneous copy delivered to Southwest Airlines Group Packages Department, and provided that Sea World assigns all those solicited with the same response deadline of at least three (3) business days following receipt of the RFP.

(g) Each Party shall share equally the cost of supplying special Shamu in-flight service items for the three Shamu aircraft (Shamu logoed napkins, cups, etc.). Sponsor shall purchase service items

and invoice Sea World quarterly. Sponsor shall provide Sea World with an estimate of the cost of these items for the upcoming Contract Year by October 1 of the immediately proceeding calendar year.

7. Sponsorship Benefits Provided to Sponsor.

(a) Sponsor may, subject to the requirements of this Agreement, utilize the Park characters and Sea World promotional elements, including, but not limited to, Park merchandise, sweepstakes trips and discounted admissions to the Park in advertising and consumer promotion programs. In addition, Sponsor may, upon Sea World's prior written approval in each instance, utilize Sponsor's T.J. Luv character in Sponsor's in-Park marketing events. All materials using such characters and/or elements shall include such trademark and/or copyright notices as Sea World or Sponsor shall designate from time to time.

(b) Sea World hereby designates Sponsor as the "Preferred Airline" of the Park and the Sponsor of the Attraction. Sea World will promote the above designation through theming of the Attraction (capsule interior and exterior) and waiting area, on the pre-recorded Attraction tape, on one half of the exterior of the Attraction capsule, on informational areas located in the Display, through signs at the Attraction and through one plane model display of a Shamu aircraft provided by Sponsor. The exact manner of showcasing Sponsor within the Park shall be mutually agreed upon by Sea World and Sponsor. Sponsor shall be responsible for the cost for all Sponsor signage, display and collateral elements in the Park. For any international advertising, promotion, public relations or sales program which involves the Park, and which requires the participation of a passenger air transportation partner, Sea World reserves the right to negotiate with and utilize any passenger air transportation provider able to comply fully with all program requirements. During the Contract Period, Sea World shall not (i) designate any other passenger air transportation provider as the preferred or official airline of the Park or any other designation with the same meaning; (ii) grant to any other domestic or international passenger air transportation provider sponsorship of an attraction at the Park or representation on a display, information center or kiosk located at the Park, other than representation of a non-U.S. based international carrier in a general travel kiosk which may feature several other such international carriers; or (iii) license the right to paint, affix, or display depictions of the killer whale "Shamu", or any other killer whale or marine life character owned by Sea World, on the exterior of a passenger aircraft. Notwithstanding any other provision in this Agreement, Sponsor is not granted any rights with respect to Sea World's park located in Florida.

(c) At Sponsor's request, Sea World shall institute a ticket voucher program, subject to the execution of a voucher agreement, which will provide admission tickets to the Park to Sponsor's key accounts and VIP's at a 20% discount. Additionally, during the Contract Period, Sea World will provide Sponsor with the following program discounts:

- Admission discount for guests showing a Southwest Airlines ticket stub	15% discount
- Admission discount for Southwest Airlines Company Club Members	20% discount
- Sponsor employees	20% discount
- Park Tours related to any of the foregoing admissions	15% discount

Southwest Airlines Company Club Members and Sponsor employees must provide proper identification at the time of purchase of the foregoing.

During calendar year 1996 only, Sponsor employees shall receive a 25% discount through a special 25th anniversary coupon book for a maximum of six people per coupon. In addition, the coupon book will include a coupon for one free admission which can be used only by the employee, provided this coupon must be used during the month of June, 1996. The tickets referred to in the previous sentence shall be subject to the provisions of Section 6(e) hereof. In order to receive the benefits provided for in this paragraph, the employee must appear in person and display a valid Southwest Airlines photo identification.

The discounts provided for in this paragraph 7(c) shall be valid for admission to the Park during regular Park operating hours on those days when the Park is open to the general public.

(d) Subject to availability and payment of admission, Sponsor shall have the right to utilize Park venues at no additional charge and during regular Park operating hours for hospitality functions. Sea World will provide Sponsor with hospitality rooms for small groups (4 to 8 people); provided, however, that Sponsor shall reserve such rooms in advance on a space availability basis. Hospitality events for groups with 15 or more people must be booked in advance through the Park sales or marketing office. Catering for such functions will be made available to Sponsor at a 10% discount off regular rates for groups from 1 to 2,000 persons and a 20% discounts for groups in excess of 2,000 persons. Gratuities shall be billed as a percentage of the non-discounted catering bill.

(e) At Sponsor's request and subject to Sea World's corporate guidelines, Sea World agrees to provide Sponsor, with Sea World's standard VIP benefits, including, but not limited to, special Park tours and courtesy gifts, for key Sponsor accounts and VIP's.

(f) Subject to Sea World's prior written approval in each instance, Sponsor shall have the opportunity to purchase Park merchandise at retail price less 30% (plus any additional freight) for promotional purposes and internal use only and not for resale. The purpose for the request, area of distribution and quantity will all be monitored to ensure appropriateness, and to avoid potential Park or licensing conflicts.

(g) Sea World shall provide Sponsor and Southwest Airlines Fun Pack Vacations, where appropriate, with the opportunity to be included in tour and travel publications in which the Park participates and will distribute Sponsor's sales collateral materials at mutually agreed upon sales events and blitzes. Incremental costs for these inclusions shall be borne by Sponsor or as mutually agreed upon by the parties. If Sponsor does not inform Sea World within a reasonable period of time as determined by Sea World of its desire to be included in the opportunity, which period may vary depending upon any deadlines imposed on Sea World in connection with the opportunity (provided Sponsor receives advance notice of the deadline), Sponsor shall be deemed to have rejected the opportunity and Sea World will not include Sponsor.

(h) Sea World agrees to pay 50% of the cost of maintaining the previously approved paint scheme depicting the character Shamu on the exterior of three Southwest Airlines 737 aircraft (the "Shamu Aircraft"). Such cost shall be that which is in excess of the Sponsor's routine maintenance and painting expense cost which shall be borne by Sponsor in its sole expense.

(i) Sponsor shall have the right subject to the prior written approval of Sea World pursuant to paragraph 9 hereof in each instance to utilize the Park names, photographs, films or other representations of the Park in connection with advertising or promotion of Sponsor's sponsorship of the

Attraction or its promotional relationship with the Park, including advertising by means of print, radio, outdoor advertising, spot or network television or similar media.

(j) Sponsor shall have the right to have the name "Southwest Airlines" and/or the Southwest Airlines logo be depicted on Park guides, brochures, show schedules or maps, in a size, quantity, manner and style equal to that of other Park sponsors; provided that space on the collateral piece allows this logo treatment for all sponsors. Pursuant to paragraph 9 hereof, all use by Sea World of the Southwest Airlines name and logo shall be approved in advance by Sponsor, such approval not to be unreasonably withheld;

(k) Sea World shall pay all costs of refurbishing and maintaining the Skytower Attraction in excess of Sponsor's commitment as required in this Agreement in Section 8(e).

8. Sponsorship Benefits Provided to Sea World.

(a) During the Park's operating season and subject to the continuance of mutually agreeable pricing, Sponsor shall include the Park in Sponsor's FunJet/Fun Pack travel packages which are advertised in the Fun Pack in-flight seatback brochure. Any package which includes the Park shall provide exposure to the Park at a level of prominence at least equal to that provided to other entertainment attractions (theme parks, zoos, theaters, etc.) promoted within the package. Subject to space availability and the timely provision of artwork from Sea World for the advertisement (provided Sponsor receives advance notice of the deadline for the artwork), but in no event less than once per calendar year, Sponsor shall include a full page advertisement in Sponsor's flight schedule published periodically during the Contract Period. Production of the advertisement shall be at the expense of Sea World, however, all other costs, including media costs, shall be borne by Sponsor.

(b) Sponsor shall provide Sea World at no cost up to four thousand (4,000) coupons per year for air travel discounts of $25 off full ("Y") fare pricing for business or employee use.

(c) Sponsor agrees to pay 50% of the cost of maintaining the paint scheme of the exterior of the three Shamu Aircraft. Such cost shall be that which is in excess of the Sponsor's routine maintenance and painting expense cost which shall be borne by Sponsor at its sole expense.

(d) Sponsor shall provide Sea World with an introduction to the appropriate contact at Spirit Magazine, Sponsor's in-flight magazine, so that Sea World can attempt to have stories about the Park included in the magazine.

(e) Sponsor agrees to pay 50% of the costs of refurbishing the Skytower Attraction. Such costs shall include, but are not limited to, replacement of seat covers, interior and exterior Skytower capsule paint, carpet and application of interior and exterior graphics to the Skytower Attraction. Sponsor shall not be responsible for the cost of refurbishing any structural elements of the Skytower Attraction such as platforms, walkways and mechanical overhauls. The parties acknowledge that Sponsor's refurbishments have been made and Sponsor has previously paid for its pro rata share of these costs. On an ongoing basis, Sponsor shall be responsible for 50% of the costs of maintaining these non-structural refurbished items.

9. Advertising; Use of Trademarks and Properties

(a) Each party acknowledges that the other party owns: (1) certain trade names, trademarks, service marks, logos and characters and the good will associated with each (hereinafter "Trademarks") and (2) copyrights in works relating to their operations (hereinafter "Properties"). Each party acknowledges and agrees that such Trademarks and Properties are valuable assets and that this Agreement does not transfer or convey any ownership or other rights in and to such Trademarks and Properties.

(b) Each party agrees that it will not use or refer to or give permission to any third party to use any of the other party's Trademarks or Properties in any manner without the express written consent of the other party. Each party consents to the use of the Trademarks and Properties by the other party in advertisements and in any collateral materials during the Contract Period, provided that each party must use the other party's logo stats or slicks and must submit artwork to such other party for its prior approval. Either party may prohibit any use which it believes may injure or damage its good will, whether or not associated with such Trademarks or Properties. Use of the Trademarks and Properties shall not constitute a waiver of either party's rights to prohibit any other use or the requirement that each party obtain the required prior written consent of the other party for each and every such use.

(c) Neither party will make any use of the Trademarks or Properties that implies that the parties are affiliated with or acting on behalf of each other.

(d) Upon the termination or expiration of this Agreement, all Sponsor graphics and/or display elements located at the Park shall be returned by Sea World to Sponsor. Sea World shall dismantle the Display at its expense, however, Sponsor shall pay all shipping costs.

(e) No advertising material (including but not limited to signs and publicity copy, photography, art work and layout) using (i) the name or any symbol of Sea World; (ii) any photographs, film, videotape or other representation, depiction or recording of the Park; or (iii) any Sea World trademarks, copyright works, characters, trade names, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Sponsor without the prior written consent of Sea World. Sponsor shall submit all such proposed materials to Sea World, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Sea World agrees to notify Sponsor regarding approval or disapproval of such advertising materials within five (5) business days of receipt of Sponsor's request for approval. In the absence of any such notification by Sea World, Sea World shall be deemed to have disapproved such advertising materials. If no notification is received, Sponsor may notify Sea World in writing of its failure to receive notice, in which case Sea World shall have an additional five (5) business days to notify Sponsor of its approval or disapproval of the advertising materials. In the absence of any such notification by Sea World, Sea World shall be deemed to have approved any such advertising materials. Sponsor agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein. All such materials shall include such trademark and/or copyright notices as Sea World shall designate from time to time.

(f) No advertising materials (including but not limited to publicity copy, photography, art work and layout) using any Sponsor trademarks, copyright works, trade names, logos, product identification, artwork or characters (including the T.J. Luv character) may be published, displayed, distributed or broadcast by or on behalf of Sea World without the prior written consent of Sponsor. Sea

World shall submit all such proposed materials to Sponsor, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. Sponsor agrees to notify Sea World regarding approval or disapproval of such materials within five (5) business days of receipt of Sea World's request for approval. In the absence of any such notification by Sponsor, Sponsor shall be deemed to have disapproved such advertising materials. If no notification is received, Sea World may notify Sponsor in writing of its failure to receive notice, in which case Sponsor shall have an additional five (5) business days to notify Sea World of its approval or disapproval of the advertising materials. In the absence of any such notification by Sponsor, Sponsor shall be deemed to have approved any such advertising materials. Sea World agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein. All such materials shall include such trademark and/or copyright notices as Sponsor shall designate from time to time.

(g) Subject to prior written agreements relating to souvenirs and other merchandise, Sponsor shall not, without Sea World's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict Sea World of California or any other Sea World (or any parent, subsidiary or other affiliate of Sea World) trademarks, trade names, logos, product identification or artwork, including, without limitation, depictions of the Shamu Aircraft.

(h) Subject to prior written agreements relating to souvenirs and other merchandise, Sea World shall not, without Sponsor's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Southwest Airlines", or any other Sponsor trademarks, trade names, logos, product identification or artwork, including, without limitation, depictions of the Shamu Aircraft.

(i) Sponsor agrees that Sea World owns all right, title and interest in and to the "Killer Whale" paint scheme on the exterior of the Shamu Aircraft, including without limitation, all rights in copyright therein and all trademark or trade dress rights with respect thereto, and any use thereof shall inure to the benefit of Sea World or its subsidiaries. Sea World has no rights in Sponsor's logo, colors or Sponsor's standard paint scheme for its aircraft. Sea World hereby grants to Sponsor a license during the Contract Period to the use of the "Killer Whale" paint scheme on the exterior of the Shamu Aircraft in accordance with this Agreement.

(j) Nothing in this Agreement shall be construed to give Sponsor the right to use the name, photographs or depictions of Shamu or other Sea World characters, designs, symbols, representations, figures, drawings, ideas, trademarks, copyrights, trade names or other matter owned, developed, or created by Sea World or any of its affiliates, except as expressly approved in writing by Sea World pursuant to this Agreement. All use thereof by Sponsor under this Agreement shall inure to the benefit of and be the exclusive property of Sea World.

(k) If a party requests a change in previously approved and installed signage, the party making the request shall pay the cost of the change.

10. Indemnity.

(a) Sponsor will indemnify, protect, defend, and hold harmless Sea World, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from

and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sponsor's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Sponsor of any provision hereof, (ii) the operation by Southwest Airlines, including without limitation, the ownership, possession, maintenance, operation or other use of the Shamu Aircraft or (iii) any act or omission of Sponsor, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof.

(b) Sea World will indemnify, protect, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sea World's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Sea World of any provision hereof, (ii) the operation of the Park and the Attraction, or (iii) any act or omission of Sea World, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof.

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

11. Insurance.

(a) Sponsor shall provide Sea World, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Sponsor has a comprehensive liability insurance policy in force with at least Two Million Dollars ($2,000,000) single limit liability. The certificate shall also certify that Sea World is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to Sea World, shall be primary regardless of any other coverage which may be available to Sea World. Coverage shall be occurrence based rather than claims made. The policy shall be written so that Sea World will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Sponsor shall not violate, or permit to be violated, any conditions of said insurance policy, and Sponsor shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sea World's obligations hereunder that Sponsor shall have furnished to Sea World the insurance certificate as aforesaid.

(b) Sea World shall provide Sponsor, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Sea World has a comprehensive liability insurance policy in force with at least Two Million Dollars ($2,000,000) single limit liability. The certificate shall also certify that Sponsor is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to Sponsor, shall be primary

regardless of any other coverage which may be available to Sponsor. Coverage shall be occurrence based rather than claims made. The policy shall be written so that Sponsor will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Sea World shall not violate, or permit to be violated, any conditions of said insurance policy, and Sea World shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sponsor's obligations hereunder that Sea World shall have furnished to Sponsor the insurance certificate as aforesaid.

12. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, effective upon the other party's receipt of termination notice, following the occurrence of a material default by the other party in performance of any of the provisions of this Agreement, which default is not cured within thirty (30) days following written notice of such default to the defaulting party.

(b) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

(c) If either (i) the number of markets served by Sponsor as more fully described in Exhibit C attached hereto decreases by more than 20% from the markets served as of December 31, 1993; or (ii) total attendance or total annual operating days for the Park and the parks located in San Antonio and Cleveland, in the aggregate, decreases by more than 20% from attendance during calendar year 1993; then the party not experiencing such decreases may request to renegotiate, in good faith, the terms of this Agreement. In the event the parties are unable to agree on such new terms within sixty (60) days after such request, the party requesting renegotiation may terminate this Agreement upon thirty (30) days prior written notice.

(d) If Sea World elects to permanently close the Attraction for any reason other than force majeure as provided in Paragraph 13, Sponsor may, at its option, either (i) transfer its sponsorship to another mutually agreed upon attraction within the Park with exposure and public relations opportunities that are comparable, or superior to, the opportunities available to Sponsor in connection with the closed Attraction, with Sea World bearing the expense for the transfer of signage and related display elements; or (ii) terminate this Agreement.

(e) If the Attraction is closed to the public for any reason for a consecutive period of time longer than thirty (30) days during the Park's operating season, then Sponsor may, at its option, either (i) extend the contract period, or (ii) transfer its sponsorship to another mutually agreed upon Attraction within the Park with Sea World bearing the expense for the transfer of signage and related display elements.

13. Force Majeure.

(a) Notwithstanding the provisions of subparagraph 13(b), if either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms,

explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in (i) closure of either the Park or the Attraction for a period not to exceed sixty (60) consecutive days during the Parks' operating season, or (ii) Sponsor's inability to provide air transport services to San Diego for a period not to exceed sixty (60) consecutive days, the other party may extend, at its option, the Contract Period for a period of time equal to the period during which performance was prevented as described in this paragraph or, if it is Sponsor's option, transfer its sponsorship to another mutually agreed upon Attraction within the Park.

(b) In the event the Attraction is permanently closed due in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within Sea World's control, whether or not specifically mentioned herein, Sponsor may transfer its sponsorship to another mutually agreed upon Attraction within the Park. If the Park is closed for a period longer than sixty (60) consecutive days during the Park's operating season, or Sponsor is unable to provide air transport services to the Park's home market for a period longer than sixty (60) consecutive days for the reasons described above, then the party not experiencing such closure or interruption in service may extend the Contract Period, transfer sponsorship to another attraction (if Sponsor) provided Sea World bears the expense for the transfer of signage and related display elements, request to renegotiate, or terminate this Agreement upon thirty (30) days prior written notice.

(c) If any of the three "Shamu Aircraft" is taken out of service and not replaced for any reason for a period of time longer than ninety (90) consecutive days, then Sea World may request to renegotiate as provided for in Paragraph 12(c) hereof.

14. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for its own expenses incurred by such party in connection herewith.

(b) During the Contract Period and for a period of at least two (2) years thereafter, each party shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to the other for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of a party to or for the benefit of any employee or agent of the other party who may reasonably be expected to influence the decision to enter into this Agreement, or the amount to be paid pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. The parties shall have the right at any time during normal business hours, upon two (2) business days written notice, to have the Records of the other party examined by a big six accounting firm acceptable to both parties or, if the parties are unable to agree, then by Price Waterhouse. The cost of the examination shall be borne by the requesting party. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

16. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

17. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, or by overnight courier addressed to the parties as follows:

If to Sponsor: Southwest Airlines Co. If Certified Mail:
2702 Love Field Drive P.O. Box 36611
Dallas, TX 75235
ATTN: Dana Williams, Manager, Promotions/Events

If to Sea World: Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
ATTN: Director, Partnership Marketing

or to such other address as either party may provide to the other in accordance herewith.

18. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party and any attempted assignment without such approval shall be void. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Miscellaneous.

(a) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(c) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(d) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(e) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs.

(f) This Agreement is to be construed in accordance with the laws of the State of Missouri applicable to contracts wholly made and performed therein.

(g) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

SEA WORLD, INC.

By: _____

Title: President and Chairman of the Board

SOUTHWEST AIRLINES CO.

By: _____

Title: _____

EXHIBIT A

ATTRACTION

Sea World of California - San Diego, CA
Skytower

EXHIBIT B

DISPLAY

Sea World of California - San Diego, CA
located
in and adjacent to the Skytower

1. Information area (photos, Route map, Shamu Aircraft, reservation phone)

2. Logo on Skytower capsule; photos, recorded message, special seat covers and carpet inside Skytower capsule

3. Attraction signage: "Southwest Airlines Skytower" or "Presented by Southwest Airlines"

ıston

CITY OF SAN DIEGO

CONSENT TO SPONSORSHIP AGREEMENT

The city of San Diego (CITY), as lessor under that certain lease agreement (MASTER LEASE) entered into with

SEA WORLD, INC.

(LESSEE), effective January 1, 1978, and filed in the Office of the City Clerk as document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

BANANA BOAT OF CALIFORNIA, INC. (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising and rent will be payable to the CITY on said income at the rate specified by the MASTER LEASE which is presently 2.5% of gross income. However, this percentage is subject to change in accordance with the terms of the Lease Amendment dated December 12, 1983, filed in the office of the City Clerk as document number RR-259814.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the CITY MANAGER.

DATED 2-12-96

THE CITY OF SAN DIEGO

By: _____
For the City Manager

APPROVED AS TO FORM
John W. Witt, City Attorney

DATED 2/12/96

By: _____
Chief Deputy City Attorney

AGREED TO:
SEA WORLD, INC.

DATED 2/27/96

By _____

BANANA BOAT OF CALIFORNIA, INC.

DATED 2/28/96

By: _____

LMF:dsk

AGREEMENT

THIS AGREEMENT is made as of the 3rd day of APRIL, 1995, by and between BANANA BOAT OF CALIFORNIA, INC. ("Banana Boat"), a California corporation with its principal place of business in Corona, California, and SEA WORLD OF CALIFORNIA, a division of SEA WORLD, INC. ("Sea World"), a Delaware corporation with its principal place of business in San Diego, California.

WITNESSETH:

WHEREAS, Sea World owns and operates a theme amusement park commonly referred to as "Sea World of California" in San Diego, California (the "Park") which offers to the public for an admission price a variety of exhibits, attractions and entertainment; and

WHEREAS, Banana Boat desires to publicize its corporate name and the names of its products and to further its business by selling its suncare products (the "Products") to Sea World who will in turn display and resell the Products in various locations throughout the Park;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. The Attractions.

Sea World shall make available certain facilities within the Park for the sale and distribution of the Products purchased by Sea World from Banana Boat. The location and number of facilities (hereinafter referred to collectively as the "Attractions") shall be determined by Sea World, and shall consist of a minimum of seven (7) Attractions at the Park. The Attractions may be increased by Sea World at any time in order to increase sales potential or the exposure of the Products.

2. Operation and Control of Attractions.

(a) Sea World shall cause the Attractions to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Park.

(b) Sea World shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Attractions, including the resale of the Products sold to Sea World by Banana Boat.

3. Purchase of Banana Boat Products.

(a) During the Term of this Agreement, Sea World will, in its sole discretion, purchase from Banana Boat certain Products which will be resold in the Attractions. All such Products supplied by Banana Boat will be Banana Boat's standard specification Products, and will be sold to Sea World according to the following terms:

(i) Terms: Payment in full within thirty (30) days of receipt of an invoice; and

(ii) All such Products will meet Banana Boat's standard Product specifications and will be sold to Sea World at prices equivalent to the prices then currently being charged to similar purchasers of comparable volume in Banana Boat's Los Angeles and San Diego, California marketing area.

Nothing herein shall be construed as requiring Sea World to purchase any particular Product or any particular volume of Banana Boat merchandise.

(b) Suncare products shall be defined as those tanning lotions, oils and ointments produced by Banana Boat which are applied directly to the skin. With the exception of the following circumstances, Sea World warrants that Banana Boat Products shall be the "Exclusive Suncare Products" sold in the Park during the term of this Agreement and any renewal thereof.

(i) In the event Banana Boat is unable to supply any suncare product which Sea World elects to sell in the Park (i.e. desired suncare product is not manufactured by Banana Boat), without liability to Banana Boat, Sea World may order its requirements of such suncare product from other suppliers upon commercially reasonable terms and conditions.

(ii) In the event Banana Boat is unable to supply any Product to Sea World within seventy-two (72) hours of its order, without liability to Banana Boat, Sea World may order its requirements for such suncare products from other suppliers upon commercially reasonable terms and conditions.

4. Advertising and Promotion by Banana Boat.

(a) During the Term of this Agreement, subject to Sea World's prior written approval in each instance, Banana Boat shall have the right:

(i) to have its name or the name "Banana Boat Suncare Products" appear in the Attractions;

(ii) to place posters and signs, manufactured at the expense of Banana Boat, identifying Banana Boat and the Products in and about the Attractions;

(iii) to organize, on a mutually approved basis, promotions and special events at the Attractions. Banana Boat will, at its own expense, make available Suntan counselors to introduce Banana Boat Suncare Products in the Attractions and to participate in promotional activities;

(iv) to use the name "Sea World of California" in connection with advertising or promotion of the Banana Boat name and Products, including advertising by means of radio, spot television, point of sale on product containers, or similar media;

(v) to use photographs, films or any other representations of the Attractions or the Park in connection with such advertising or publicity; and

(vi) to have displays and signs bearing its trademark name and designating Banana Boat as the Attractions' sponsor placed on, around and/or within the Attractions. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays and signs shall be the sole responsibility of Banana Boat.

(b) No signs, displays, or other items identifying Banana Boat may be erected, installed or otherwise used in connection with the Attractions or the Park without the prior written approval of Sea World, which approval is designed to assure that the number and appearance of such items are consistent with the general theme and aesthetics of the Attractions and the Park.

(c) It is the intention of the parties that the name "Sea World of California" be connected with Banana Boat and or Banana Boat Suncare Products in mutually agreeable marketing activities.

(d) No advertising material (including but not limited to signs, publicity copy, photography art work and layout, radio, spot television and point of sale on Product containers) using (i) the name or any symbol of Sea World; (ii) any photographs or other representation of the Park; or (iii) any Sea World trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Banana Boat without the prior written consent of Sea World. Banana Boat shall submit all such proposed materials to Sea World, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Sea World agrees to notify Banana Boat regarding approval or disapproval of such advertising materials within ten (10) business days of receipt of Banana Boat's request for approval. In the absence of any such notification by Sea World, Sea World shall be deemed to have denied approval for such advertising materials. Banana Boat agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

5. Advertising and Promotions by Sea World.

(a) Subject to subparagraph 5(b) hereto, Sea World shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attractions or any portion thereof.

(b) No advertising materials (including but not limited to publicity copy, photography art work and layout radio, spot, television and point-of sale on product containers) using any Banana Boat trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Sea World without the prior written consent of Banana Boat. Sea World shall submit

all such proposed materials to Banana Boat, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. Banana Boat agrees to notify Sea World regarding approval or disapproval of such materials within ten (10) business days of receipt of Sea World's request for approval. In the absence of any such notification by Banana Boat, Banana Boat shall be deemed to have denied approval for such advertising materials. Sea World agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

6. Term.

Subject to the termination rights set forth in Paragraph 12, the Term of this Agreement shall commence on May 1, 1995 and, unless terminated sooner in accordance with the terms hereof, shall end on April 30, 1996.

7. Right of First Refusal.

Banana Boat shall have the right to purchase the several rights granted under this Agreement for a one (1) year period from and after the expiration hereof and Sea World shall propose to Banana Boat in writing the cost therefor on or before January 1, 1996. Unless otherwise mutually agreed, all terms and conditions, other than the amount of the Annual Fee (Paragraph 8) shall be the same as provided for herein, with appropriate changes in dates. Banana Boat shall have the later of February 1, 1996 or thirty (30) days after receiving the Sea World proposal within which to accept the same. If Banana Boat does not accept such proposal within such time, Sea World shall be free to contract with any third party with respect to any or all such rights.

8. Annual Fee.

For the acquisition of its rights hereunder, Banana Boat shall pay Sea World an annual fee (the "Annual Fee") of Ten Thousand Dollars ($10,000.00) in accordance with the following schedule:

$5,000.00 upon execution of this Agreement by both parties; and
$5,000.00 on or before July 1, 1995.

If any payment date hereunder falls on a Saturday, Sunday or legal holiday, payment shall be due on the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Limitations on Promotional Items.

(a) Banana Boat shall not, without Sea World's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Sea World of California" or any other trademark, tradename, logo, product identification or artwork of Sea World or its parent, subsidiaries or affiliated companies.

(b) Sea World shall not, without Banana Boat's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Banana Boat", or any other trademark, tradename, logo, product identification or artwork of Banana Boat or its parent, subsidiaries or affiliated companies.

10. Indemnity.

(a) Banana Boat agrees to indemnify, defend and hold harmless Sea World, its parent, subsidiaries, affiliated companies and their respective directors, officers, employees and agents of, from, and against any and all costs, losses, liabilities or expenses, including reasonable attorneys' fees (including, without limitation, attorneys fees and court costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings), incurred by reason of any claim, suit or action arising out of (i) any alleged or actual breach by Banana Boat of any provision hereof, (ii) any act or omission of Banana Boat, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iii) libel, slander, invasion of privacy, improper trade practices, illegal competition, or infringement of copyright or trademark, resulting from any approved use of the Banana Boat Trademarks.

(b) Sea World agrees to indemnify, defend and hold harmless Banana Boat, its parent, subsidiaries, affiliated companies and their respective directors, officers, employees and agents of, from, and against any and all costs, losses, liabilities or expenses, including reasonable attorneys' fees (including, without limitation, attorneys fees and court costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings), incurred by reason of any claim, suit or action arising out of (i) any alleged or actual breach by Sea World of any provision hereof, (ii) any act or omission of Sea World, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iii) the operation of the Park and the Attractions.

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's

prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

11. Insurance.

Banana Boat shall provide Sea World, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Banana Boat has a comprehensive general liability insurance policy in force with at least One Million Dollars ($1,000,000.00) single limit liability. The certificate shall also certify that Sea World is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to Sea World, shall be primary regardless of any other coverage which may be available to Sea World. Coverage shall be on a claims-made basis. The policy shall be written so that Sea World will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Banana Boat shall not violate, or permit to be violated, any conditions of said insurance policy, and Banana Boat shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sea World's obligations hereunder that Banana Boat shall have furnished to Sea World the insurance certificate as aforesaid.

12. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, in the event that (i) the other party shall fail to pay any fee or charge as and when the same shall become due and payable and such failure shall continue for a period of thirty (30) days after its due date; or (ii) the other party shall fail to perform any other material covenant or to comply with the material terms or conditions hereof and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, or if such default cannot be reasonably by corrected within the thirty (30) day period, have undertaken steps reasonably calculated to cure such default.

(b) In the event that Sea World elects to terminate this Agreement pursuant to (i) above, a prorated portion of the remainder of the Annual Fee set forth in Paragraph 8 above shall thereupon become immediately due and payable by Banana Boat to Sea World.

(c) Either party to this Agreement may cancel and terminate this Agreement upon thirty (30) days prior written notice.

(d) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

13. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, labor fuel, power, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of either of the Park for a temporary period, the term of this Agreement shall be extended with respect to such Park for an equal period.

14. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the term of this Agreement and for a period of at least two (2) years following the termination of this Agreement, Banana Boat shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to Sea World for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Banana Boat to or for the benefit of any Sea World employee or agent who may reasonably be expected to influence Sea World's decision to enter into this Agreement, or the amount to be paid by Sea World pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. Sea World and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

16. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

17. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to Banana Boat:
Banana Boat of California, Inc.
502 N. Sheridan St.
Corona, CA 91720-2022
ATTN: John W. Schofield

If to Sea World:
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109
ATTN: Bill Borger

With a copy to::
Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
ATTN: Chris Shea

or to such other address as either party may provide to the other in accordance herewith.

18. Successors and Assigns.

Banana Boat shall not assign its rights and/or obligations under this Agreement without the prior written approval of Sea World. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Miscellaneous.

(a) Sea World shall provide Banana Boat with twenty-five (25) complimentary tickets good for admission to the Park during the Term of this Agreement. Banana Boat agrees that said tickets are to be used for corporate purposes only and not for resale.

(b) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(c) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(d) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(e) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(f) This Agreement is to be construed in accordance with the laws of the State of Missouri applicable to contracts wholly made and performed therein.

(g) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, attorneys fees and court costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceeding.

(h) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

SEA WORLD, INC.

By: Dan Thomas 3/23/95

Title: Sr. V.P. - Marketing

BANANA BOAT OF CALIFORNIA, INC.

By: John A. Schofield

Title: President 4/3/95

RECEIVED
JUL 26 1996
REAL ESTATE ASSETS

CITY OF SAN DIEGO

CONSENT TO AGREEMENT

The City of San Diego (CITY), as a LESSOR under that certain agreement entered into with

SEA WORLD, INC

(LESSEE), effective January 1, 1978 and filed in the Office of the City Clerk as Document 762304 as subsequently amended, hereby consent to that certain Agreement between the above LESSEE and

WELLS FARGO BANK, N.A.

The Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Agreement. The City is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered as other approved uses and rent will be payable to the City on said income at the rate specified by the MASTER LEASE, which is presently 7% of gross income.

THE CITY OF SAN DIEGO

Dated 7-16-96

By _____
For the City Manager

APPROVED AS TO FORM
JOHN W. WITT, City Attorney

Dated 7/18/96

By _____
Chief Deputy City Attorney

AGREED TO:
SEA WORLD, INC

Dated 7/24/96

By Sherry Kay Arnett

H:\WPWDATA\WELLSFAR.SPN

AGREEMENT

THIS AGREEMENT is made this 22 day of March, 1995 by and between WELLS FARGO BANK, N.A., ("Sponsor"), a national banking association, with its offices in San Francisco, CA., and SEA WORLD OF CALIFORNIA, a division of Sea World, Inc. ("SWC"), a Delaware corporation with its offices in San Diego, California.

WITNESSETH:

WHEREAS, SWC is entering this Agreement on behalf of its theme park in San Diego, California (the "Park") which offers to the public for an admission price a variety of educational exhibits, attractions and entertainment;

WHEREAS, Sponsor is in the business of banking and in furtherance of its business, Sponsor desires to promote and publicize its corporate name and corporate activities through joint marketing activities with the Park; and

WHEREAS, SWC wishes to publicize the Park and encourage tourism and travel to the Park;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. Operation and Control of Park.

(a) SWC shall cause the Park to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Park.

(b) SWC shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Park.

2. Advertising and Promotion by Sponsor.

(a) During the term of this Agreement, subject to subparagraphs 2(b) and 10(a), Sponsor shall have the right:

(i) to use the name of the Park in connection with advertising or promotion of Sponsor's promotional relationship with the Park, including advertising by means of print, radio, outdoor advertising, spot or network television or similar media so long as such pre-approved by SWC pursuant to section 2(b) of this Agreement;

(ii) to use photographs, films or any other representations of the Park in connection with such advertising or publicity;

(iii) to be identified as the "Official Bank Partner" of SWC;

(iv) to have displays and/or signs and/or promotional materials bearing the name "Wells Fargo Bank" or the Wells Fargo logo in the Park, subject to SWC's approval, which shall not be unreasonably withheld. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays and signs shall be the sole responsibility of Sponsor;

(v) to have the name "Wells Fargo Bank" or the Wells Fargo logo and the mention of such being the "Official Bank Partner" of SWC, depicted on Park sponsor collateral material with other Park sponsors and/or promotional partners, such as Park guides, brochures or maps, and to print such in full-color if such treatment is provided for other sponsors;

(b) No advertising material (including but not limited to signs and publicity copy, photography art work and layout) using (i) the name or any symbol of SWC; (ii) any photographs, film, videotape or other representation, depiction or recording of the Park; or (iii) any SWC trademarks, copyright works, characters, trade names, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Sponsor without the prior written consent of SWC. Sponsor shall submit all such proposed materials to SWC, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. SWC agrees to notify Sponsor regarding approval or disapproval of such advertising materials within ten (10) business days of receipt of Sponsor's request for approval. In the absence of any such notification by SWC, SWC shall be deemed to have disapproved such advertising materials. Sponsor agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein. All such materials shall include such trademark and/or copyright notices as SWC shall designate from time to time.

3. Advertising and Promotion by SWC.

(a) SWC shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Park or any portion thereof. In connection with such right, SWC's use of Sponsor trademarks, trade names, logos, product identification or artwork shall require Sponsor's consent, provided such use is in SWC's direct control.

(b) SWC shall have the right to have displays and/or signs and/or promotional materials bearing the name(s) or logo(s) of the Park displayed in Wells

Fargo Bank locations in California, as specified in this Agreement, subject to Sponsor's approval which shall not be unreasonably withheld. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays, signs and promotional materials shall be the sole responsibility of SWC.

(c) No materials (including but not limited to publicity copy, photography art work and layout) using any Sponsor trademarks, copyright works, trade names, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of SWC without the prior written consent of Sponsor. SWC shall submit all such proposed materials to Sponsor, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. Sponsor agrees to notify SWC regarding approval or disapproval of such materials within ten (10) business days of receipt of SWC's request for approval. In the absence of any such notification by Sponsor, Sponsor shall be deemed to have disapproved such advertising materials. SWC agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein. All such materials shall include such trademark and/or copyright notices as Sponsor shall designate from time to time.

4. Term.

The term of this Agreement shall be deemed to have commenced on June 1, 1994 and, unless terminated sooner in accordance with the terms hereof, shall end on May 31, 1997 (the "Contract Period"). For the purposes of this Agreement, each June 1 through May 31 twelve-month period shall hereinafter be referred to as a "Contract Year".

5. Limitations on Promotional Items.

(a) Sponsor shall not, without SWC's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the Park or any other SWC (or any parent, subsidiary or other affiliate of SWC) trademarks, trade names, logos, product identification or artwork.

(b) SWC shall not, without Sponsor's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Wells Fargo", or any other Sponsor (or any parent, subsidiary or other affiliate of Sponsor) trademarks, trade names, logos, product identification or artwork.

6. Sponsorship Benefits Provided to Sponsor.

(a) SWC agrees to designate Wells Fargo Bank as the "Official Bank Partner" of the Park in promotional efforts including, but not limited to, in-Park signage, Park collateral materials and joint marketing programs.

(b) Sponsor may, upon SWC's prior written approval in each instance, utilize the Park's characters and SWC promotional elements, including, but not limited to, park merchandise, sweepstakes trips and discounted Park admissions in advertising and consumer promotion programs. All materials using such characters and/or elements shall include such trademark and/or copyright notices as SWC shall designate from time to time.

(c) SWC agrees to designate Wells Fargo Bank as the exclusive provider of cash-dispensing services at the Park through the use of three Automated Teller Machines ("ATMs"). The use of these ATMs shall be governed by a separate lease agreement entered into by the parties on June 9 ,1994, attached hereto as Exhibit A. SWC shall, however, be free to solicit and enter into promotional or sponsorship arrangements with any credit card companies.

(d) Subject to availability and prior Park approval, Sponsor shall have the right to utilize Park venues at no additional charge and during regular Park operating hours for hospitality functions. SWC will provide Sponsor with hospitality areas for small groups (4 to 14 people); provided, however, that Sponsor shall reserve such rooms in advance on a space availability basis. Hospitality events for groups with 15 or more people must be booked in advance through the Park's group sales or marketing office. Catering for such functions will be made available to Sponsor at a 10% discount off regular rates for groups from 1 to 2,000 persons and a 20% discounts for groups in excess of 2,000 persons. Gratuities and taxes are not included.

(e) At Sponsor's request and subject to SWC's corporate guidelines, SWC agrees to provide Sponsor, in SWC's sole discretion, with SWC's standard VIP benefits, including, but not limited to, special Park tours and courtesy gifts, for key Sponsor accounts and VIP's.

(f) Subject to SWC's prior written approval, Sponsor shall have the opportunity to purchase Park merchandise at retail price less 30% (plus any additional freight) for promotional purposes and not for resale. The purpose for the request, area of distribution and quantity will all be monitored to ensure appropriateness, and to avoid potential Park or licensing conflicts.

(g) SWC agrees to designate one month a year of SWC's choosing, as Wells Fargo Bank month wherein SWC will offer Wells Fargo Bank full-time employees 50% off Park admission rates for up to two people for one visit to the Park that month.

(h) Subject to character availability, SWC agrees to provide Sponsor with up to twenty (20) separate SWC Character appearances each Contract Year (air travel and accommodations not included if appearance is outside of San Diego).

(i) SWC agrees to provide Sponsor 250 complimentary Park admission tickets each Contract Year.

7. Sponsorship Benefits Provided to SWC.

(a) Sponsor agrees to provide SWC three ATM's for cash only services for use by Park visitors, as described in Exhibit A.

(b) Sponsor shall grant SWC the right to have a promotional flyer or discount coupon included in all of Sponsor's statements issued for designated consumer checking, savings or credit card account statements once per Contract Year in either May or June. SWC is responsible for creating and supplying all such advertising materials, subject to Sponsor's approval, which shall not be unreasonably withheld.

(c) Sponsor agrees to conduct each Contract Year a month-long promotion at selected Express ATM locations in Southern California featuring SWC signs, logo's and advertising materials. The month of the promotion shall be mutually agreed upon by the parties at the beginning of each Contract Year. Subject to Wells Fargo Bank Express Banking Group approval and availability of space at said ATMs.

(d) In accordance with terms and condition governing such services as offered by banks, Sponsor agrees to provide SWC with cash management services per its agreement with the Anheuser-Busch Treasury Management Department dated beginning 6-1-94, attached hereto as Exhibit B.

(e) Sponsor shall conduct, at a minimum each Contract Year, one in-branch promotion at 295 branches in the Southern California Division (including San Diego, Orange County, Los Angeles, Ventura, San Bernadino, Riverside and Palm Springs) featuring a SWC and Wells Fargo Bank consumer promotion. By mutual agreement of the parties this promotion may be tied to the ATM or statement insert promotion outlined in subsections (b) and (c) above.

(f) Sponsor shall provide SWC an employee benefits package for all full-time SWC employees as outlined in Exhibit C attached hereto.

8. Joint Sponsorship Benefits

Sponsor and SWC agree to provide each other with a right of first refusal to participate in advertising, promotion and sales programs which encompass the other's business category, cash banking and entertainment attractions, respectively.

9. Sponsorship Fee

In full consideration of all rights granted herein to Sponsor, Sponsor shall pay SWC an annual fee (the "Annual Fee") of $25,000 per Contract year according to the following schedule:

Contract Year 1994:	$25,000	upon execution of the Agreement
Contract Years 1995 and 1996:	$25,000	on June 1st of each Contract Year

10. Indemnity.

(a) Sponsor will indemnify, protect, defend, and hold harmless SWC, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sponsor's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual material breach by Sponsor of any provision hereof, (ii) the operation of Wells Fargo Bank, including without limitation, the ownership, possession, maintenance, operation or other use of the ATM's, (iii) any willful or negligent act or omission of Sponsor, its employees or agents, in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iv) any approved use of Sponsor's name(s), logo(s) or trademark(s).

(b) SWC will indemnify, protect, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with SWC's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual material breach by SWC of any provision hereof, (ii) the operation of the Park, (iii) any willful or negligent act or omission of SWC, its employees or agents, in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iv) any approved use of SWC's name(s), logo(s) or trademark(s).

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

11. Insurance.

Sponsor shall provide SWC, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Sponsor has a comprehensive liability insurance policy in force with at least One Million Dollars ($1,000,000) single limit liability. The certificate shall also certify that SWC is an additional insured under the insurance policy, but only to the extent provided for under Section 9 of this Agreement. The evidence of coverage shall specifically state that coverage, as it pertains to SWC, shall be primary regardless of any other coverage which may be available to SWC. Coverage shall be occurrence based rather than claims made. The policy shall be written so that SWC will be notified of the cancellation or any restrictive amendment of the policy at least fifteen (15) days prior to the effective date of such cancellation or amendment. Sponsor shall not violate, or permit to be violated, any conditions of said insurance policy, and Sponsor shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of SWC's obligations hereunder that Sponsor shall have furnished to SWC the insurance certificate as aforesaid.

12. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, effective upon the other party's receipt of termination notice, following the occurrence of a material default by the other party in performance of any of the provisions of this Agreement, which default is not cured within thirty (30) days following written notice of such default to the defaulting party.

(b) Either party, at its option, may terminate this Agreement effective as of the end of any Contract Year by giving the other party written notice at least ninety (90) days prior to the end of such Contract Year.

(c) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

13. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and

released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of the Park for a temporary period, the Contract Period shall be extended for an equal period.

14. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

15. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

16. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to Sponsor:
Wells Fargo Bank
1350 Fashion Valley Rd./#200
San Diego, CA. 92108
Attn: Kathryn Busch

If to SWC:
Sea World of California
1720 South Shores Rd.
San Diego, CA 92109
Attn: Scott Rose

or to such other address as either party may provide to the other in accordance herewith.

17. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party and any attempted assignment without such approval shall be void. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. Miscellaneous.

(a) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(c) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(d) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(e) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs.

(f) This Agreement is to be construed in accordance with the laws of the State of California applicable to contracts wholly made and performed therein.

(g) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

SEA WORLD OF CALIFORNIA, a division of
Sea World, Inc. (update)

By: Bill Thomas 3/22/95

Title: Sr. V. Pres - Marketing

WELLS FARGO BANK, N.A.,

By: Alec R. Hughes

Title: Vice President / Marketing.

EXHIBIT A

EXHIBIT B

EXHIBIT C

SEA WORLD OF CALIFORNIA EMPLOYEE BENEFIT BANKING

- 12 Months free ATM checking (with Direct Deposit of the employee's paycheck)
- First Order of Checks Free
- A No Monthly Fee Savings Account
- A First Year Free Credit Card Membership (with overdraft protection)
- Save 50% on Loan Fee for Auto Loans and Personal Loans
- Other special discounts available.

CITY OF SAN DIEGO

CONSENT TO AGREEMENT

The City of San Diego (CITY), as a LESSOR under that certain agreement entered into with

SEA WORLD, INC.

(LESSEE), effective January 1, 1978 and filed in the Office of the City Clerk as Document 762304 as subsequently amended, hereby consent to that certain Agreement between the above LESSEE and

Correct Craft, Inc.

The Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Agreement. The City is not bound by any term or condition in the Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. Correct Craft and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. Lessee's consideration as a result of the Sponsorship Agreement is hereby established at $32,280 per year and shall be subject to rent payable to City at the institutional advertising rate specified by the MASTER LEASE (as may be amended). Said institutional advertising rate is currently 2.5%. Consideration is based on the value of 6 boats, 3 trailers and other miscellaneous related items.

THE CITY OF SAN DIEGO

Dated 8-6-96

By _____
For the City Manager

APPROVED AS TO FORM
JOHN W. WITT, City Attorney

Dated 8/8/96

By _____
Chief Deputy City Attorney

AGREED TO:
SEA WORLD, INC.

Dated 11/1/96

By _____

H:\WPWDATA\CORRECTC.AGR

AGREEMENT
BY AND BETWEEN
CORRECT CRAFT, INC. AND
SEA WORLD OF CA, INC.

AGREEMENT, dated January 1, 1995, entered into by and between Sea World of CA, Inc. (hereinafter referred to as "Sea World") and Correct Craft, Inc. (hereinafter referred to as "Correct Craft") (hereinafter to as the "Agreement").

WHEREAS, Sea World owns and operates a marine life park in San Diego, California (hereinafter referred to as the "Park"); and

WHEREAS, the Park contains numerous shows, exhibits and attractions, particularly a water ski show (hereinafter referred to as the "Ski Show"); and

WHEREAS, Correct Craft is in the business of manufacturing boats, including water ski boats and trailers (hereinafter referred to as the "Product(s)", and in furtherance of its business, Correct Craft desires to promote and publicize Correct Craft's corporate name and its Product(s) as the "Featured Power Supplier" for the Ski Show; and

WHEREAS, Correct Craft and Sea World desire to enter into this Agreement naming Correct Craft as the "Featured Power Supplier" for the Ski Show, providing for certain obligations of Correct Craft and Sea World, as more particularly described herein;

NOW THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. TERM AND TERMINATION

1.1 Term. The term of this Agreement shall be for a period of five (5) years (hereinafter each year of the term hereof shall be referred to as a "Contract Year") from the Commencement Date of January 1, 1995 and terminating on December 31, 1999, unless sooner terminated as hereinafter provided.

1.2 Review of Contract. The terms of this Agreement shall be reviewed by the parties at least ninety (90) days prior to the end of each Contract Year to determine whether the Agreement continues to serve the best interests of the parties and meets the competition. At such time, the parties may agree to modify, amend, continue or terminate this Agreement in accordance with Paragraph 1.3.

1.3 Termination. Both Sea World and Correct Craft shall have the right to terminate this Agreement upon delivery of written notice to the other party no later than ninety (90) days prior to the end of any Contract Year, such termination to be effective as of the first day of Contract Year immediately following delivery of such notice, timely notice being of the essence as to this provision.

2. PRODUCT SALE

2.1 Product Sale. In full consideration of all of the terms and provisions of this Agreement, Correct Craft hereby agrees to sell and transfer to Sea World and Sea World hereby agrees to purchase and receive from Correct Craft, the Products identified on Exhibit "A" attached hereto and incorporated herein by this reference, at the prices scheduled thereon, for Sea World to own and use in accordance with the terms and provisions of this Agreement. Sea World shall pay all transfer taxes, licenses and fees associated with the transfer, use and ownership of the Products. Correct Craft shall, without cost to Sea World, deliver the Products to Sea World at the Park no later than April 3, 1995. The Products shall at all times remain the property of Sea World unless Correct Craft exercises its option to repurchase the Products as provided in Paragraph 2.5 or unless the Products are exchanged as provided in Paragraph 2.6. The Products shall be covered by the standard manufacturer warranty.

2.2 Servicing of the Products. Sea World shall maintain the Products in good working condition, repair and appearance, normal wear and tear excepted; the parties understand and acknowledge that the Ski Shows will be performed several times daily and that the Products will be frequently used by Sea World .

IN TEXAS AND CALIFORNIA ONLY THE FOLLOWING SHALL APPLY:

Correct Craft shall provide spare parts and materials as necessary to enable Sea World to effect the foregoing maintenance. In the event that major repairs are required on Products repurchased by Correct Craft, Sea World agrees to reimburse Correct Craft for the costs of any such major repairs in an amount not to exceed $6,000.00 per Product so damaged and repurchased.

2.3 Operation of the Products. Sea World hereby covenants that the Products shall be at all times operated and driven exclusively by authorized employees of an independent contractor which Sea World has engaged for the Ski Show. The independent contractor and its employees shall abide by the United States Coast Guard rules and regulations for safe boating and shall operate the Products in accordance with the owner's manual provided by Correct Craft.

2.4 Modification. Sea World shall not, at any time, alter, modify, supplement or otherwise change the appearance of physical components for the Products or any part thereof, without the prior written consent of Correct Craft and then only under the supervision and direction of Correct Craft.

2.5 Repurchase Agreement. Sea World hereby grants Correct Craft a right of first option to repurchase the Products identified in Exhibit "A" for the original purchase price as scheduled on Exhibit "A" (the "Purchase Price"). This option is exercisable within sixty (60) days after the Notice of Termination is given under Paragraph 1.3 of this Agreement or at the expiration of the term of this Agreement as provided in Paragraph 1.1. Sea World further agrees that it will not sell, give, grant, bargain, convey, lease, loan or otherwise dispose of any interest it has in the Products to any entity or person not a party to this Agreement during the term of this Agreement and for two (2) years thereafter without offering Correct Craft a right of first refusal of the Products at the Purchase Price.

2.6 Exchange of Product. In addition to the repurchase rights contained hereinabove and except as set forth on Exhibit "A", Sea World may elect to exchange the current year's Product for the succeeding year's Products, by notifying Correct Craft in writing of such election at least sixty (60) days prior to the expiration of the Contract Year. In that event, Correct Craft may repurchase the current year's Products for One and no/100 Dollar ($1.00) in exchange for replacing the current year's Products with the succeeding year's comparable Products. Each party shall bear its own transfer taxes and costs associated with the transfer of Products in its favor.

2.7 Fit For Intended Use. Sea World has provided Correct Craft with an outline of the Ski Shows and Correct Craft represents that the Products supplied under this Agreement are fit for their intended use in the Ski Shows.

3. IDENTIFICATION, PROMOTION AND DISPLAY

3.1 Identification. Correct Craft shall have the right to affix such corporate or product name, logos and other symbols as Correct Craft shall elect on the normal surface areas of the Products in a manner whereby such marks shall be clearly visible to the public during use of the Products in the Ski Shows, including without limitation, the right to affix marks not ordinarily affixed to such Products; provided, however, that such marks do not interfere with the use or operation of the Products. Correct Craft shall advise Sea World of its precise corporate or product names, logos or other

symbols to be affixed, so that Sea World may properly identify Correct Craft at the Ski Shows. Cost of any change in such corporate or product names, logos or other symbols incorporated into the Ski Shows shall be borne by Correct Craft.

3.2 Promotion. Sea World shall identify Correct Craft as the "Featured Power Supplier" of the Products in an oral presentation at the conclusion of each Ski Show. Sea World shall identify Correct Craft as the "Featured Power Supplier" of the Ski Show in maps and programs specific to the Ski Show which are distributed by Sea World to its guests. Sea World shall also mention Correct Craft in press releases prepared by Sea World's Public Relations Department as the "Featured Power Supplier" for the Ski Shows wherever applicable. Sea World will endeavor to incorporate Correct Craft in national promotions where appropriate and feasible, with Correct Craft's prior approval. Sea World shall be the final judge of the manner and form in which such references or identification shall be manifested, including without limitation, the manner and location in which Correct Craft's names and marks shall be used in and about the Ski Shows and the content, style, location, and manner of distribution of any graphic material, signs, maps, guide books, directories, programs, or other similar materials.

3.3 Display. Sea World shall cause signage of Correct Craft's corporate name and one display boat (hereinafter referred to as the "Display") to be installed substantially in accordance with the location, plans, specifications, and description agreed to by Sea World and Correct Craft. Sea World's staff shall assist Correct Craft at no cost in design and layout of the graphics and concepts and in the supervision of the construction and implementation of the plans for the Display. Sea World shall operate and maintain the Display, upon its completion, as it deems appropriate in its sole discretion in accordance with the terms and conditions of this Agreement.

3.4 Other Products. Nothing herein shall be construed as preventing Sea World from using, in connection with the Display or Ski Show marine Products, other products including but not limited to, outboard motors, tow ropes, motorized surface boards, and pick-up boats, manufactured and sold by companies other than Correct Craft (hereinafter referred to as "Other Products"), so long as no such company is identified to the public as the "Featured Power Supplier" of the Ski Shows. Notwithstanding the foregoing, Sea World shall be required to use only the water skis, as provided in Exhibit "B" attached hereto and incorporated herein by this reference.

Exh B →

3.5 No Sponsorship. Nothing herein shall be construed as preventing Sea World from entering into agreements with other parties for the

sponsorship or participation in the Ski Shows on terms and conditions which Sea World deems appropriate. Correct Craft and Sea World acknowledge and agree that this Agreement does not constitute a sponsorship agreement for the Ski Shows and that the rights granted hereunder do not entitle Correct Craft to be identified as the sponsor of the Ski Shows or to any other rights and privileges which may be associated with such sponsorship. Correct Craft's relationship with Sea World with respect to this Agreement is limited to that of a supplier of the Products.

4. ADVERTISING

4.1 Correct Craft shall have the right, during the term of this Agreement, to advertise and publicize, Correct Craft's participation in the Ski Shows as the "Featured Power Supplier"; provided, however, that all such advertisement and publicity must receive the prior written approval of Sea World, which approval shall not be unreasonably withheld. Failure of Sea World to approve or disapprove of properly submitted advertising or publicity within ten (10) working days of submission by Correct Craft shall be deemed approval of said advertising or publicity by Sea World in accordance with this paragraph.

4.2 Without the express prior written consent of Sea World, Correct Craft shall not use, for any purpose, photographs of the Park or Ski Shows other than photographs taken by a Sea World photographer hired by Sea World (hereinafter referred to as "Photograph(s)"). Correct Craft shall obtain Sea World's prior written consent in accordance with Paragraph 4.1 of this Agreement before using any Photographs of the Park or Ski Shows. Upon the expiration or earlier termination of this Agreement, Correct Craft shall promptly cease any further use of all Photographs. Whenever any Photograph(s) are used by Correct Craft, Correct Craft shall include proper notice of Sea World's copyrights in such Photograph(s).

4.3 Correct Craft's use of any such Photographs shall be in accordance with paragraph 4.1 and restricted to the following uses and no other use:

a) Regular in house publications for distribution to Correct Craft's sales force;

b) Corporate informational publications produced by or on behalf of Correct Craft for internal use;

c) Brochures for distribution to Correct Craft's sales force;

d) Local media in connection with community service events, such as promotions or fund raisers designed to generate community benefit and favorable public relations.

e) National newsletters and promotions.

Nothing in this Paragraph 4.3 authorizes Correct Craft or anyone on behalf of Correct Craft to take photographs of the Park, including the Ski Shows.

4.4 Correct Craft shall submit to Sea World all prototype advertising material (including promotional copy, artwork, and layout) relating to Correct Craft's participation in the Ski Shows as the "Featured Power Supplier", plus related background data in connection with such advertising, together with a brief statement as to the use to which the promotional material will be put in the media through which and the period of time during which it will be distributed or displayed. Correct Craft agrees not to use any such advertising material without first obtaining in writing the specific approval of Sea World. In determining whether to grant such approval, Sea World shall exercise its judgment in good faith. Such advertising material relating to Correct Craft's participation in the Ski Shows as the "Featured Power Supplier" including any Photographs or any other representations of the Park, of the Ski Shows, artwork, or any other artistic phases of any such Photographs shall also be subject to Sea World's prior written approval. Correct Craft shall furnish to Sea World final proofs or scripts of all advertising material relating to Correct Craft's participation in the Ski Shows as the "Featured Power Supplier" which differs significantly from the proposals or prototypes approved by Sea World. Such proofs and scripts shall indicate the specific use to which they will be put, within a reasonable time before they are forwarded or made available to the media. Sea World may require Correct Craft to include such trademark and copyright notices as Sea World finds necessary to appropriate in its sole judgment on any such advertising or promotional materials relating to Correct Craft's participation in the Ski Shows as the "Featured Power Supplier" which displays the Sea World name, or any other Sea World properties. In the event Sea World reasonably finds any proofs or scripts significantly different from the proposal or prototypes approved, or any Sea World properties are inappropriately or untimely use, Correct Craft shall, immediately after being notified to that effect by Sea World, and in any event within ten days after such notice is given, cause the withholding or discontinuance of such advertising and diligently seek to effect, to the extent possible, the recall or cancellation of any such advertising already authorized or begun.

4.5 Nothing in this Agreement shall be construed as giving Correct Craft the right to use the name of Sea World, or the name, photographs or depictions of Shamu or other Sea World characters, signs, symbols, representations, figures, drawings, ideas, or any other matter known, developed, or created by Sea World or any of its affiliates, except as expressly approved by Sea World pursuant to Paragraph 4.1.

4.6 Sea World shall have the right to photograph, film, tape, televise, make miniatures and models of and otherwise reproduce images of the Park, and the Ski Shows in any manner and through any medium, including without limitation audio visual, print, and any other form or reproduction now known or hereinafter developed. Sea World may use, sell, or license any such reproduction for any purpose, commercial or otherwise, both during the term hereof and after the expiration or earlier termination of this Agreement. Such use by Sea World may include the name "Correct Craft" or any variation thereof, as used under this Agreement. Such use shall be in good taste and in a manner consistent with the standards of Correct Craft and in compliance with design of Correct Craft's logos and registered marks.

5. CORRECT CRAFT USE OF SEA WORLD FACILITIES

5.1 Consumer Research. Sea World agrees to permit Correct Craft to conduct limited research at the Park once annually, the time, place and manner thereof to be approved by Sea World.

5.2 Employee Discount. Sea World shall provide to Correct Craft employee discounts of 25% off the regular price of a one-day admission to the park for all members of the employee's and key account's party. The implementation of such discount to be mutually agreed to by the parties.

5.3 Promotional Activities. Correct Craft shall be entitled to use all Park venues for Correct Craft events including, but not limited to, press, employee or dealer parties and new product introductions at no charge. Correct Craft may use Sea World as caterers for any such event, and if it chooses to do so, will pay a discounted catering rate to be negotiated in good faith by Sea World, but in no event shall such rate exceed thirty percent (30%).

5.4 V.I.P. Benefits. Correct Craft shall be entitled to receive V.I.P. benefits consisting of special tours and gifts when requested for key accounts of other Correct Craft V.I.P.'s as determined by Sea World in its sole discretion.

5.5 Complimentary Tickets. Sea World shall provide Correct Craft with five hundred (500) tickets annually for employee or promotional use plus

another five hundred (500) tickets annually for use in conjunction with any national or regional promotion utilizing Correct Craft boats. Such complimentary tickets shall be used only as prescribed above and not for resale.

6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Correct Craft shall indemnify, defend and hold harmless Sea World and its parent, subsidiary and affiliated companies, and the officers, directors and employees of each ("Related Parties") from and against any and all claims, liabilities, losses, damages and related costs and expenses, including reasonable attorney's fees that may arise from the design and manufacture of the Product and the fitness of the Products for their intended use.

Sea World agrees to hold Correct Craft, its employees, dealers, and affiliated companies harmless for any claim or cause of action that may arise which does not in substantive part result in an adjudication of a defect in the design and manufacture of the Products or the fitness of the Products for their intended use, and indemnify Correct Craft, including reasonable attorney's fees relative thereto. The provisions of this Paragraph 6.1 shall survive the expiration or earlier termination of this Agreement for any reason.

6.2 Insurance. Correct Craft shall maintain a policy or policies of insurance satisfactory to Sea World at all times during the term of this Agreement and shall provide Sea World a certificate evidencing such insurance. Such insurance shall include comprehensive public liability, property damage and products liability coverage in conformance with limits of liability in the amount of One Million Dollars ($1,000,000), and shall name Sea World and the related parties as additional insureds and shall not be subject to modification or cancellation, except upon thirty (30) days' prior written notice to Sea World.

Sea World shall maintain a policy or policies in effect insuring Correct Craft and Sea World and their respective associated entities against liability for which Sea World has agreed to indemnify Correct Craft under Paragraph 6.1.

7. MISCELLANEOUS

7.1 Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within five (5) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail,

return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

If to Correct Craft:

Correct Craft, Inc.
6100 South Orange Avenue
Orlando, Florida 32809
Attn: Walter N. Meloon, President
Telephone: (407) 855-4141
Telecopy: (407) 851-6591

With a copy to:

Broad and Cassel
390 North Orange Avenue
Suite 1100
P.O. Box 4961
Orlando, Florida 32802-4961
Attn: C. David Brown, II, P.A.
Telephone: (407) 839-4200
Telecopy: (407) 425-8377

If to Sea World:

Sea World of CA, Inc.
1720 So. Shores Road
San Diego, CA 92109
Attn: Vice President of Entertainment
Telephone: (619) 226-3900 X2505
Telecopy: (619) 226-3984

With a copy to:

Busch Entertainment Corp.
One Busch Place
St. Louis, MO 63118
Attn: Director, Corporate Sponsorships
Telephone: (314) 577-4572
Telecopy: (314) 577-4706

or to such other addresses as the parties may direct by notice given to the other party in accordance with this Paragraph 7.1.

7.2 Authority. Each individual executing this Agreement on behalf of either Correct Craft or Sea World hereby represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said entity in accordance with its terms.

7.3 Relationship. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture. Sea World shall be solely responsible for the conduct of its

business. Sea World acknowledges that it has the sole obligation, and that Correct Craft has no obligation, to: train ski show participants, rehearse ski shows, plan and choreograph ski shows, stage ski shows, insure the safe conduct of ski shows, insure the safe use of the Products, provide safe viewing locations for spectators and otherwise proved adequate protection for participants, spectators and others so as to ensure their safety.

7.4 Further Assurances. The parties hereby agree, without further consideration, to cooperate or to take such other action as may be necessary to more effectively accomplish the purposes of this Agreement.

7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereby agree that venue for any legal action authorized hereunder shall be in Orange County, Florida, and that jurisdiction shall be vested in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

7.6 Section Headings. The section headings in this Agreement do not constitute a part of this Agreement and shall not be construed to affect the construction or interpretation of any part of this Agreement. Plural words shall include the singular, and singular words shall include the plural, whenever the context of this Agreement so requires.

7.7 ***See below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth hereinbelow.

Correct Craft, Inc., a Florida corporation

By: _____
Larry Meddock, Vice President

Date: 3-10-95

7.7 ***This contract will be replaced with a new Busch Entertainment Corporation contract upon completion in 1995.

Sea World of Calif, Inc., a Delaware corporation

By: Cherry Ray Dimoff
Name: Cherry Ray Dimoff
Title: VP Finance

Date: 3/22/95

EXHIBIT "A"

Based on current need, Correct Craft shall provide the following Products:

1. Four (4) new show tow boats for use in the Ski Shows, subject to Sea World's approval concerning boat sizes, colors, horsepower, and similar specifications for a total cost of $4.00.

2. One (1) new practice tow boat for use within the Park, subject to Sea World's approval concerning boat size, color, horsepower, and specifications, for a total cost of $1.00.

3. One (1) display boat selected by Correct Craft and approved by Sea World together with suitable boat cradles, for a total cost of $1.00.

4. Three (3) boat trailers for use in transporting the boats provided hereunder, for a total cost of $3.00.

5. Reasonable supply of parts, at no cost to Sea World, to be used for the maintenance of the boats.

Sea World, from time to time and based on show and Park need, may request additional products as agreed upon by both parties.

Initials: _____

Sea World of CA, Inc.

Correct Craft, Inc. 3-10-95

EXHIBIT "B"

SEA WORLD SKIS

For the term of January 1, 1995 to December 31, 1999, Correct Craft agrees to supply to each park the following skis:

4 Pair	Jump Skis with Bindings
4 Each	Slalom Skis with Bindings
4 Pair	Combo Pair Skis with Bindings
3 Each	Kneeboards
3 Each	Wakeboards

All skis are to be provided at the beginning of each contract year. If additional skis are needed they will be purchased through Correct Craft at Correct Craft's cost. All skis, whether given or purchased from Correct Craft or other sources, will bear exclusive SKI NAUTIQUE logos unless otherwise agreed to in writing by Correct Craft.

Specialty skis, such as swivel or pyramid, will not be supplied by Correct Craft but are to have SKI NAUTIQUE logos affixed. Correct Craft shall supply the graphics and apply and approve of and provide direction for logo placement on the top and bottom surfaces of all skis.

CITY OF SAN DIEGO

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as a LESSOR under that certain agreement entered into with

SEA WORLD, INC.

(LESSEE), effective January 1, 1978 and filed in the Office of the City Clerk as Document 762304 as subsequently amended, hereby consent to that certain Agreement between the above LESSEE and

ALAMO RENT A CAR, INC.

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The City is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. Lessee's consideration as a result of the Sponsorship Agreement is hereby established at $25,000 per year and shall be subject to rent payable to City at the institutional advertising rate specified in the MASTER LEASE (as may be amended). Said institutional advertising rate is currently 2.5%. Consideration is based on the value of advertising benefits received by Lessee.

THE CITY OF SAN DIEGO

Dated_____

By_____
For the City Manager

APPROVED AS TO FORM
JOHN W. WITT, City Attorney

Dated 8/8/96

By _____
Chief Deputy City Attorney

AGREED TO:
SEA WORLD, INC.

Dated 11/1/96

By _____

H:\WPWDATA\ALAMO.SPN

wppakm\agr\alamo.agm
6/16/94

AGREEMENT

THIS AGREEMENT is made this 17th day of June, 1994 by and between ALAMO RENT A CAR, INC. ("Sponsor"), a Florida corporation with its principal place of business in Ft. Lauderdale, Florida, and BUSCH ENTERTAINMENT CORPORATION ("BEC"), a Delaware corporation with its principal place of business in St. Louis, Missouri.

WITNESSETH:

WHEREAS, BEC is entering into this Agreement on behalf of the theme parks commonly referred to as Busch Gardens-Tampa in Tampa, Florida; Busch Gardens-Williamsburg in Williamsburg, Virginia; Cypress Gardens in Cypress Gardens, Florida; Sesame Place in Langhorne, Pennsylvania; Adventure Island in Tampa, Florida; Water Country USA in Williamsburg, Virginia; Sea World of Florida in Orlando, Florida; Sea World of California in San Diego, California; Sea World of Ohio in Aurora, Ohio; and Sea World of Texas in San Antonio, Texas (together, the "Parks") which offer to the public for an admission price a variety of exhibits, attractions and entertainment;

WHEREAS, Sponsor is in the business of operating a rental car agency and in furtherance of its business, Sponsor desires to promote and publicize its corporate name and corporate activities through joint marketing activities with the Parks; and

WHEREAS, BEC and Sponsor wish to publicize the Parks and encourage tourism and travel for their mutual benefit to the areas where the Parks are located;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. Operation and Control of Parks.

(a) BEC shall cause the Parks to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Parks.

(b) BEC shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Parks.

2. Advertising and Promotion by Sponsor.

(a) During the term of this Agreement, subject to subparagraphs 2(b) and 9(a), Sponsor shall have the right:

(i) to use the names of the Parks and the name "Anheuser-Busch Theme Parks" and Anheuser-Busch Theme Park Characters in connection with advertising or promotion of Sponsor's promotional relationship with the Parks, including advertising by means of print, radio, outdoor advertising, spot or network television or similar media;

(ii) to use photographs, films or any other representations of the Parks in connection with such advertising or publicity;

(iii) to be identified as the "Preferred Rent a Car" of the "Anheuser-Busch Theme Parks";

(iv) to have displays and/or signs and/or promotional materials bearing the name "Alamo Rent a Car" or the Alamo logo in the Parks, subject to BEC's approval which shall not be unreasonably withheld. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays and signs shall be the sole responsibility of Sponsor;

(v) to have the name "Alamo Rent a Car" or Alamo logo depicted on Park sponsor collateral listings with other Park sponsors and/or promotional partners, such as Park guides, brochures or maps, and to print such in full-color if such treatment is provided for other sponsors;

(b) No advertising material (including but not limited to signs and publicity copy, photography art work and layout) using (i) the name or any symbol of BEC; (ii) any photographs, film, videotape or other representation, depiction or recording of the Parks; or (iii) any BEC trademarks, copyright works, characters, trade names, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Sponsor without the prior written consent of BEC. Sponsor shall submit all such proposed materials to BEC, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. BEC agrees to notify Sponsor regarding approval or disapproval of such advertising materials within ten (10) business days of receipt of Sponsor's request for approval. In the absence of any such notification by BEC, BEC shall be deemed to have disapproved such advertising materials. Sponsor agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein. All such materials shall include such trademark and/or copyright notices as BEC shall designate from time to time.

3. Advertising and Promotion by BEC.

(a) BEC shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Parks or any portion thereof. Notwithstanding anything in this Agreement to the contrary, BEC's incidental use of Sponsor trademarks, trade names, logos, product identification or artwork in connection with the exercise of rights under subparagraph 3(a) shall not require Sponsor's consent, but only that a copy of such use be provided to Sponsor by BEC.

(b) BEC shall have the right to have displays and/or signs and/or promotional materials bearing the name(s) or logo(s) of the Parks displayed in Alamo Rental locations, buses and rental vehicles, as specified in this Agreement, subject to Sponsor's approval which shall not be unreasonably withheld. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays, signs and promotional materials shall be the sole responsibility of BEC.

(c) No advertising materials (including but not limited to publicity copy, photography art work and layout) using any Sponsor trademarks, copyright works, trade names, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of BEC without the prior written consent of Sponsor. BEC shall submit all such proposed materials to Sponsor, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. Sponsor agrees to notify BEC regarding approval or disapproval of such materials within ten (10) business days of receipt of BEC's request for approval. In the absence of any such notification by Sponsor, Sponsor shall be deemed to have disapproved such advertising materials. BEC agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein. All such materials shall include such trademark and/or copyright notices as Sponsor shall designate from time to time.

4. Term.

The term of this Agreement shall be deemed to have commenced on June 1, 1994 and, unless terminated sooner in accordance with the terms hereof, shall end on December 31, 1996 (the "Contract Period"). For the purposes of this Agreement, each January 1 through December 31 twelve month period shall hereinafter be referred to as a "Contract Year". The period of June 1, 1994 through December 31, 1994 shall be the First Contract Year.

5. Limitations on Promotional Items.

(a) Sponsor shall not, without BEC's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the Parks or any other BEC (or any parent, subsidiary or other affiliate of BEC) trademarks, trade names, logos, product identification or artwork.

(b) BEC shall not, without Sponsor's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Alamo", or any other Sponsor trademarks, trade names, logos, product identification or artwork.

6. Sponsorship Benefits Provided to Sponsor.

(a) BEC agrees to designate Alamo as the "Preferred Rent a Car" of the Parks in promotional efforts including, but not limited to, in-Park signage, Park collateral materials and joint marketing programs.

(b) Sponsor may, upon BEC's prior written approval in each instance, utilize the Parks' characters and BEC promotional elements, including, but not limited to, park merchandise, sweepstakes trips and discounted Parks' admissions in advertising and consumer promotion programs. All materials using such characters and/or elements shall include such trademark and/or copyright notices as BEC shall designate from time to time.

(c) BEC agrees to designate Alamo as the exclusive sponsor of the Parks' stroller rental locations in all Parks which provide stroller rental, as shown in Exhibit B.

(d) BEC agrees to provide Sponsor with a variety of signage opportunities designating Alamo as the "Preferred Rent a Car of the Anheuser-Busch Theme Parks" on posters or translites, point-of-purchase counter-cards and driver's license holders at each of the Parks' stroller rental locations. Each stroller rental location is to provide for the display of, at a minimum, one (1) poster or translite and two (2) counter-cards. The specific size and quantity of point-of-sale materials will be mutually agreed upon and will conform to the decor and theme of the Parks' locations.

(e) BEC also agrees to grant Sponsor a signage opportunity on rental strollers in the form of stroller rental hang tags which shall prominently display the Alamo name or logo, or where hang tags are not utilized, a sign mounted on the side of the stroller displaying the Alamo logo, such logo not to exceed 3 inches square.

(f) At Sponsor's request, BEC shall institute a ticket voucher program, subject to the execution of a voucher agreement which will provide Park admission tickets to Sponsor's key accounts and VIP's at a 25% discount.

(g) Subject to availability and Park admission, Sponsor shall have the right to utilize Park venues at no additional charge and during regular Park operating hours for hospitality functions. Parks which feature Hospitality Centers will provide Sponsor with hospitality rooms for small groups (4 to 8 people); provided, however, that Sponsor shall reserve such rooms in advance on a space availability basis. Hospitality events for groups with 15 or more people must be booked in advance through the respective Park's sales or marketing office. Catering for such functions will be made available to Sponsor at a 10% discount off regular rates for groups from 1 to 2,000 persons and a 20% discounts for groups in excess of 2,000 persons. Gratuities are not discounted.

(h) At Sponsor's request and subject to BEC's corporate guidelines, BEC agrees to provide Sponsor, in BEC's sole discretion, with BEC's standard VIP benefits, including, but not limited to, special Park tours and courtesy gifts, for key Sponsor accounts and VIP's.

(i) Subject to BEC's prior written approval, Sponsor shall have the opportunity to purchase Park merchandise at retail price less 30% (plus any additional freight) for promotional purposes and internal use only and not for resale. The purpose for the request, area of distribution and quantity will all be monitored to ensure appropriateness, and to avoid potential Park or licensing conflicts.

(j) BEC agrees to contribute to a BEC/Alamo joint marketing fund (the "Marketing Fund") the sum of $50,000 each Contract Year. The Marketing Fund will be used in a manner mutually agreed to by the parties in conjunction with activities which include, but are not limited to, consumer promotions, special co-operative Park events, in-Park merchandise promotions, Sponsor promotions, and co-operative sales efforts.

(k) Subject to character availability, BEC agrees to provide Sponsor with up to twenty (20) BEC Character appearances each Contract Year.

7. Sponsorship Benefits Provided to BEC.

(a) Sponsor agrees to provide BEC with a variety of signage opportunities in-station, in-bus and in-car featuring BEC theme park images, discount offers and related promotional materials, on posters or translites, point-of-purchase counter-cards, displays and videos (where available) in all Alamo locations in California, Texas, Florida, Virginia, and Ohio, in those Alamo locations in Park origin markets as listed in Exhibit A which may be mutually agreed upon, and any other mutually agreed upon location(s). The specific size and quantity of point-of-sale materials will be mutually agreed upon and will conform to the decor and theme of the

Alamo locations. Each designated Alamo location is to provide for the display of, at a minimum, one (1) poster or translite and two (2) counter-cards. Additional video and display opportunities will be mutually determined by the parties according to space and video installation availability.

(b) Sponsor shall grant BEC the right to include "Anheuser-Busch Theme Parks" promotional material in 2-million Alamo Rental Agreement jackets, including copy and visual, during each Contract Year.

(c) Sponsor agrees that when utilizing Sea World characters in one of Sponsor's Alamo International Tours/Tour Bus videos, for display at the Orlando, Florida Welcome Center, only Sea World characters will be utilized in such video.

(d) Sponsor agrees to utilize "Anheuser-Busch Theme Parks" characters in "Anheuser-Busch Theme Park" location cities, whenever Sponsor utilizes theme park characters as specified in this Agreement.

(e) Sponsor agrees to promote ticket sales or to offer Park discounts or value added promotions at its rental locations through such outlets as reservation system access, concierge services, electronic direction machines, rental car mirror hang tags, children's activity books and other similar sources, as the parties mutually agree.

(f) Sponsor agrees to contribute to a BEC/Alamo joint marketing fund (the "Marketing Fund") the sum of $50,000 each Contract Year. The Marketing Fund will be used in a manner mutually agreed to by the parties in conjunction with activities which include, but are not limited to, consumer promotions, special co-operative Park events, in-Park merchandise promotions, Sponsor promotions, and co-operative sales efforts.

8. Joint Sponsorship Benefits

(a) Sponsor and BEC agree to provide space for each others' promotional offers in each others' mailings, such as to "Frequent Renters" and "Park Passholders", respectively, at least two times during each Contract Year. Each mailing is anticipated to reach approximately 300,000 people. In addition, Sponsor and BEC also agree to make available to the other mailing lists as designated above for use in supplemental direct mail programs.

(b) Sponsor and BEC agree to provide space for each others' promotional offers in each others' coupon books, such as Travel Savers and Vacation Kits, respectively. Such advertising exposure shall be free of charge to each party, except where third party costs are incurred and approved in advance by the party to be charged.

(c) Sponsor and BEC agree to provide a dollar for dollar exchange of "free car rental days" and "Park complimentary tickets" for each party to use as incentives and in conjunction with sales blitzes, familiarization tours, consumer promotions and similar promotions. Such exchange shall not exceed 1,000 tickets or the equal dollar value of car rentals.

(d) Sponsor and BEC agree to work together to create a partnership announcement event on or around June 19, 1994.

(e) Sponsor and BEC agree to work together on joint promotional efforts such as domestic and international sales programs, blitzes and travel shows. Specific details as to such promotional activities and their funding will be mutually agreed upon by the parties on a case by case basis.

(f) Sponsor and BEC agree to provide each other with a right of first refusal to participate in advertising, promotion and sales programs which encompass the other's business category, car rentals and entertainment attractions, respectively.

9. Indemnity.

(a) Sponsor will indemnify, protect, defend, and hold harmless BEC, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sponsor's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Sponsor of any provision hereof, (ii) the operation of Alamo Rent a Car, including without limitation, the ownership, possession, maintenance, operation or other use of the rental cars, (iii) any willful or negligent act or omission of Sponsor, its employees or agents, in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iv) any approved use of Sponsor's name(s), logo(s) or trademark(s).

(b) BEC will indemnify, protect, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with BEC's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by BEC of any provision hereof, (ii) the operation of the Parks and the Parks, (iii) any willful or negligent act or omission of BEC, its employees or agents, in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iv) any approved use of BEC's name(s), logo(s) or trademark(s).

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

10. Insurance.

Sponsor shall provide BEC, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Sponsor has a comprehensive liability insurance policy in force with at least Two Million Dollars ($2,000,000) single limit liability. The certificate shall also certify that BEC is an additional insured under the insurance policy, but only to the extent provided for under Section 9 of this Agreement. The evidence of coverage shall specifically state that coverage, as it pertains to BEC, shall be primary regardless of any other coverage which may be available to BEC. Coverage shall be occurrence based rather than claims made. The policy shall be written so that BEC will be notified of the cancellation or any restrictive amendment of the policy at least fifteen (15) days prior to the effective date of such cancellation or amendment. Sponsor shall not violate, or permit to be violated, any conditions of said insurance policy, and Sponsor shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of BEC's obligations hereunder that Sponsor shall have furnished to BEC the insurance certificate as aforesaid.

11. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, effective upon the other party's receipt of termination notice, following the occurrence of a material default by the other party in performance of any of the provisions of this Agreement, which default is not cured within thirty (30) days following written notice of such default to the defaulting party.

(b) Either party, at its option, may terminate this Agreement effective as of the end of any Contract Year by giving the other party written notice at least ninety (90) days prior to the end of such Contract Year.

(c) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

12. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of either of the Parks for a temporary period, the Contract Period shall be extended with respect to such Parks for an equal period.

13. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the Contract Period and for a period of at least two (2) years thereafter, Sponsor shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to BEC for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Sponsor to or for the benefit of any BEC employee or agent who may reasonably be expected to influence BEC's decision to enter into this Agreement, or the amount to be paid by BEC pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. BEC and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

14. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

15. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

16. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to Sponsor:
Alamo Rent A Car
110 Tower - 110 S.E. 6th Street
Fort Lauderdale, FL 33335
Attn: Marc Cannon

If to BEC:
Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
Attn: Bill Borger

or to such other address as either party may provide to the other in accordance herewith.

17. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party and any attempted assignment without such approval shall be void. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. Miscellaneous.

(a) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(c) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(d) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(e) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs.

(f) This Agreement is to be construed in accordance with the laws of the State of Florida applicable to contracts wholly made and performed therein.

(g) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

(h) Nothing in this Agreement shall be construed to give Sponsor the right to use the name, photographs or depictions of any BEC characters, designs, symbols, representations, figures, drawings, ideas, trademarks, copyrights, trade names or other matter owned, developed, or created by BEC or any of its affiliates, except as expressly approved in writing by BEC pursuant to subparagraph 2(b) or 9(a) above. All use thereof by Sponsor under this Agreement shall inure to the benefit of and be the exclusive property of BEC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

BUSCH ENTERTAINMENT CORPORATION

By: _____

Title: Chairman of the Board & President

ALAMO RENT A CAR, INC.

By: _____

Donald C. Moonjian

Title: Vice President Advertising & Promotion

EXHIBIT A

Albuquerque, N.M.
Atlanta, GA.
Baltimore, MD.
Boston, MA.
Buffalo, N.Y.
Charlotte, N.C.
Chicago, IL.
Cincinnati, OH.
Dayton, OH.
Detroit, MI.
Hartford, CONN.
Las Vegas, NEV.
Minneapolis, MN.
New Orleans, LA.
Newark, N.J.
Oklahoma City, OK.
Philadelphia, PA.
Phoenix, AZ.
Pittsburgh, PA.
Portland, OR.
Saint Louis, MO.
Salt Lake City, UT.
Savannah, GA.
Seattle, WA.
Syracuse, N.Y.
Tucson, AZ.
Washington, D.C.

Other:

Heathrow, U.K.
Manchester, U.K.
Gatwick, U.K.
Birmingham, U.K.
Dublin, Ireland
Amsterdam, Netherlands
Frankfurt, Germany
Munich, Germany
Brussels, Belgium
Shannon, Ireland

EXHIBIT B

Busch Gardens - Tampa
Busch Gardens - Williamsburg
Cypress Gardens
Sesame Place
Sea World of Florida
Sea World of California
Sea World of Ohio
Sea World of Texas

5/1/94 - 4/30/95

CITY OF SAN DIEGO

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement entered into with

SEA WORLD, INC.

(LESSEE), effective January 1, 1978 and filed in the Office of the City Clerk as Document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

BANANA BOAT OF CALIFORNIA, INC. (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified in by the MASTER LEASE which is presently 2.5% of gross income. However, this percent is subject to change in accordance with the terms of the Lease Amendment dated December 12, 1983, filed in the office of the clerk as document number RR-259814.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the CITY MANAGER.

THE CITY OF SAN DIEGO

Dated 8-5-94

By _____
For The City Manager

APPROVED AS TO FORM
JOHN W. WITT, City Attorney

Dated 8/9/94

By _____
Chief Deputy City Attorney

AGREED TO:
SEA WORLD, INC.

Dated 8/17/94

By _____
Cherry Ray Dimeff
Vice President, Finance

BANANA BOAT OF CALIFORNIA, INC.

Dated 8/23/94

By _____

LMF:DRT

banana.agm
4/19/94

AGREEMENT

THIS AGREEMENT is made as of the ___ day of April, 1994, by and between BANANA BOAT OF CALIFORNIA, INC. ("Banana Boat"), a California corporation with its principal place of business in Laguna Hills, California, and SEA WORLD OF CALIFORNIA, a division of SEA WORLD, INC. ("Sea World"), a Delaware corporation with its principal place of business in San Diego, California.

WITNESSETH:

WHEREAS, Sea World owns and operates a theme amusement park commonly referred to as "Sea World of California" in San Diego, California (the "Park") which offers to the public for an admission price a variety of exhibits, attractions and entertainment; and

WHEREAS, Banana Boat desires to publicize its corporate name and the names of its products and to further its business by selling its suncare products (the "Products") to Sea World who will in turn display and resell the Products in various locations throughout the Park;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. The Attractions.

Sea World shall make available certain facilities within the Park for the sale and distribution of the Products purchased by Sea World from Banana Boat. The location and number of facilities (hereinafter referred to collectively as the "Attractions") shall be determined by Sea World, and shall consist of a minimum of seven (7) Attractions at the Park. The Attractions may be increased by Sea World at any time in order to increase sales potential or the exposure of the Products.

2. Operation and Control of Attractions.

(a) Sea World shall cause the Attractions to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Park.

(b) Sea World shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Attractions, including the resale of the Products sold to Sea World by Banana Boat.

3. Purchase of Banana Boat Products.

(a) During the term of this Agreement, Sea World will, in its sole discretion, purchase from Banana Boat certain products which will be resold in the Attractions. All such products supplied by Banana Boat will be Banana Boat's standard specification products, and will be sold to Sea World according to the following terms:

(i) Terms: Payment in full within thirty (30) days of receipt of an invoice; and

(ii) All such products will meet Banana Boat's standard product specifications and will be sold to Sea World at prices equivalent to the prices then currently being charged to retail purchasers of comparable volume in Banana Boat's Los Angeles and San Diego, California marketing area.

Nothing herein shall be construed as requiring Sea World to purchase any particular product or any particular volume of Banana Boat merchandise.

(b) Suncare products shall be defined as those tanning lotions, oils and ointments produced by Banana Boat which are applied directly to the skin. With the exception of the following circumstances, Sea World warrants that Banana Boat Products shall be the "Exclusive Suncare Products" sold in the Park during the term of this Agreement and any renewal thereof.

(i) In the event Banana Boat is unable to supply any Product which Sea World elects to sell in the Park (i.e. desired Product is not manufactured by Banana Boat), Sea World may order its requirements of such Product from other suppliers.

(ii) In the event Banana Boat is unable to supply any Product to Sea World within seventy-two (72) hours of its order, Sea World may order its requirements for such Product from other suppliers.

4. Advertising and Promotion by Banana Boat.

(a) During the term of this Agreement, Banana Boat shall have the right:

(i) to have its name or the name "Banana Boat Suncare Products" appear in the Attractions;

(ii) to place posters and signs, at its own expense, identifying Banana Boat and the Products in and about the Attractions; provided, however, that no such poster or sign may be erected without the prior written approval of Sea World, which approval is designed to assure that all signs and posters are limited to a reasonable number, in good taste, and are in keeping with the

general theme and aesthetics of the Park, as well as to protect Sea World trademarks. Such approval shall not be unreasonably withheld;

(iii) to organize, on a mutually approved basis, promotions and special events at the Attractions. Banana Boat will, at its own expense, make available Suntan counselors to introduce Banana Boat Suncare Products in the Attractions and to participate in promotional activities;

(iv) to use the name "Sea World of California" in connection with advertising or promotion of the Banana Boat name and Products, including advertising by means of radio, spot television, point of sale on product containers, or similar media;

(v) to use photographs, films or any other representations of the Attractions or the Park in connection with such advertising or publicity; and

(vi) to have displays and signs bearing its trademark name and designating Banana Boat as the Attractions' sponsor placed on, around and/or within the Attractions. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays and signs shall be the sole responsibility of Banana Boat.

(b) It is the intention of the parties that the name "Sea World of California" be connected with Banana Boat and or Banana Boat Suncare Products in mutually agreeable marketing activities.

(c) No advertising material (including but not limited to signs, publicity copy, photography art work and layout) using (i) the name or any symbol of Sea World; (ii) any photographs or other representation of the Park; or (iii) any Sea World trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Banana Boat without the prior written consent of Sea World. Banana Boat shall submit all such proposed materials to Sea World, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Sea World agrees to notify Banana Boat regarding approval or disapproval of such advertising materials within ten (10) business days of receipt of Banana Boat's request for approval. In the absence of any such notification by Sea World, Sea World shall be deemed to have denied approval for such advertising materials. Banana Boat agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

5. Advertising and Promotions by Sea World.

(a) Subject to subparagraph 5(b) hereto, Sea World shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attractions or any portion thereof.

(b) No advertising materials (including but not limited to publicity copy, photography art work and layout) using any Banana Boat trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Sea World without the prior written consent of Banana Boat. Sea World shall submit all such proposed materials to Banana Boat, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. Banana Boat agrees to notify Sea World regarding approval or disapproval of such materials within ten (10) business days of receipt of Sea World's request for approval. In the absence of any such notification by Banana Boat, Banana Boat shall be deemed to have denied approval for such advertising materials. Sea World agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

6. Term.

The term of this Agreement shall commence on May 1, 1994 and, unless terminated sooner in accordance with the terms hereof, shall end on April 30, 1995.

7. Right of First Refusal.

Banana Boat shall have the right to purchase the several rights granted under this Agreement for a one (1) year period from and after the expiration hereof and Sea World shall propose to Banana Boat in writing the cost therefor on or before January 1, 1995. Unless otherwise mutually agreed, all terms and conditions, other than the amount of the Annual Fee (Paragraph 8) shall be the same as provided for herein, with appropriate changes in dates. Banana Boat shall have the later of February 1, 1995 or 30 days after receiving the Sea World proposal within which to accept the same. If Banana Boat does not accept such proposal within such time, Sea World shall be free to contract with any third party with respect to any or all such rights.

8. Annual Fee.

For the acquisition of its rights hereunder, Banana Boat shall pay Sea World an annual fee (the "Annual Fee") of Ten Thousand Dollars ($10,000) in accordance with the following schedule:

$5,000 upon execution of this Agreement by both parties; and
$5,000 on or before July 1, 1994.

If any payment date hereunder falls on a Saturday, Sunday or legal holiday, payment shall be due on the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Limitations on Promotional Items.

(a) Banana Boat shall not, without Sea World's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Sea World of California" or any other trademark, tradename, logo, product identification or artwork of Sea World or its parent, subsidiaries or affiliated companies.

(b) Sea World shall not, without Banana Boat's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Banana Boat", or any other trademark, tradename, logo, product identification or artwork of Banana Boat or its parent, subsidiaries or affiliated companies.

10. Indemnity.

(a) Banana Boat will indemnify, protect, defend, and hold harmless Sea World, its parent, subsidiaries and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Banana Boat's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Banana Boat of any provision hereof, or (ii) any act or omission of Banana Boat, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof.

(b) Sea World will indemnify, protect, defend, and hold harmless Banana Boat, its parent, subsidiaries and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sea World's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Sea World of any provision hereof, (ii) any act or omission of Sea World, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iii) the operation of the Park and the Attractions.

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

11. Insurance.

Banana Boat shall provide Sea World, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Banana Boat has a comprehensive general liability insurance policy in force with at least One Million Dollars ($1,000,000) single limit liability. The certificate shall also certify that Sea World is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to Sea World, shall be primary regardless of any other coverage which may be available to Sea World. Coverage shall be on a claims-made basis. The policy shall be written so that Sea World will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Banana Boat shall not violate, or permit to be violated, any conditions of said insurance policy, and Banana Boat shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sea World's obligations hereunder that Banana Boat shall have furnished to Sea World the insurance certificate as aforesaid.

12. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, in the event that (i) the other party shall fail to pay any fee or charge as and when the same shall become due and payable and such failure shall continue for a period of thirty (30) days after its due date; or (ii) the other party shall fail to perform any other material covenant or to comply with the material terms or conditions hereof and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, or if such default cannot be reasonably by corrected within the thirty (30) day period, have undertaken steps reasonably calculated to cure such default.

(b) In the event that Sea World elects to terminate this Agreement pursuant to (i) above, a prorated portion of the remainder of the Annual Fee set forth in Paragraph 8 above shall thereupon become immediately due and payable by Banana Boat to Sea World.

(c) Either party to this Agreement may, in addition to all other legal and equitable remedies available to it, cancel and terminate this Agreement upon thirty (30) days prior written notice.

(d) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

13. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, labor fuel, power, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of either of the Park for a temporary period, the term of this Agreement shall be extended with respect to such Park for an equal period.

14. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the term of this Agreement and for a period of at least two (2) years following the termination of this Agreement, Banana Boat shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to Sea World for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Banana Boat to or for the benefit of any Sea World employee or agent who may reasonably be expected to influence Sea World's decision to enter into this Agreement, or the amount to be paid by Sea World pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. Sea World and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

16. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

17. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to Banana Boat: Banana Boat of Californi
~~22142 Alcalde Drive, Suit~~
~~Laguna Hills, CA 92653~~
ATTN: John Schofield,

If to Sea World: Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109
ATTN: Bill Borger

With a copy to:: Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
ATTN: Chris Shea

Banana Boat of California, Inc.

JOHN W. SCHOFIELD
President

502 N. Sheridan St.
Corona, Calif. 91720-2022

Tel: (909) 340-1991
Fax: (909) 340-2002
Toll Free: (800) 969-2224

or to such other address as either party may provide to the other in accordance herewith.

18. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Miscellaneous.

(a) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(c) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(d) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(e) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs.

(f) This Agreement is to be construed in accordance with the laws of the State of Florida applicable to contracts wholly made and performed therein.

(g) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

BUSCH ENTERTAINMENT CORPORATION

By: _____

Title: _____

BANANA BOAT OF CALIFORNIA, INC.

By: _____ 6/2/94

Title: President

FILE: LEASES - SEA WORLD - Legal

THE CITY OF
SAN DIEGO
PARK & RECREATION DEPARTMENT • COASTAL DIVISION • 2581 QUIVIRA COURT
SAN DIEGO, CALIFORNIA 92109 - 8398 • TELEPHONE: (619) 221-8901

Sea World of California
Attn: Don Ludwig
1720 South Shores Road
San Diego, CA 92109-7995

Subject: Right of Entry Permit - Sea World of California

Gentlemen:

The City of San Diego ("City") hereby grants permission to Sea World of California ("Permittee") to enter upon City-owned property ("permit area"), as delineated on the attached Exhibit "A", upon the following terms and conditions:

1. Permittee's use of the permit area shall be limited to the use of a portion of the dirt parking lot at Hospitality Pt. adjacent to the San Diego River flood control channel as delineated on the attached Exhibit "A". It is the permittees responsibility to be aware of any closures and to abide by any and all State, City and Mission Bay Park rules and regulations.

2. Consideration to City for granting this permit shall be $ .01 per square foot of park land impacted, per day. The area needed to park approximately 350 vehicles is 90,000 sq. feet. Your cost per day is $ 900.00. Payment to the City of San Diego will be by September 17, 1994. A late payment is subject to a 5% late charge increasing to 10% after 15 days delinquency.

3. This permit shall be in effect on the following dates in 1993: July 3, 4, 10, 17, 24, 31, August 7, 14, 21, 28, and September 4 and 5.

4. Permittee certifies that they maintain a comprehensive risk management program which includes responsible levels of self retention and insurance in which "The City of San Diego" is named as an additional insured.

5. Permittee agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Permittee and its agents, officers, or employees in performing

RECEIVED
JUL 6 1993
PROPERTY DEPT.

Printed on recycled paper

the work or services herein and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

6. All risks in connection with Permittee's use of the permit area and any damages thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.

7. Permittee shall not use the permit area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.

8. This permit is revocable with 48 hours notice by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.

9. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.

10. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the permit area.

11. Permittee shall not assign any rights granted by this permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this permit.

12. No signs shall be displayed on the permit area without the prior written consent of the City Manager.

13. Permittee shall maintain complete and accurate records in accordance with generally accepted accounting principles. Such records shall be available for review and audit upon reasonable request by City.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it, with the insurance certificate, to the Park and Recreation Department, Coastal Division at 2581 Quivira Ct., San Diego, CA 92109.

If you should require additional information or have any questions, please call Michael J. Behan, Mission Bay Park Manager, at 221-8912.

Very truly yours,

Michael J. Behan
Mission Bay Park Manager

MJB:as

Exhibit: "A" Attachment

cc: County Assessor
City Property Dept.
City Auditor
City Financial Management
Mission Bay Marina

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 30th DAY OF July, 1993.

By _____
Don Ludwig
Vice President
Park Operation/Entertainment

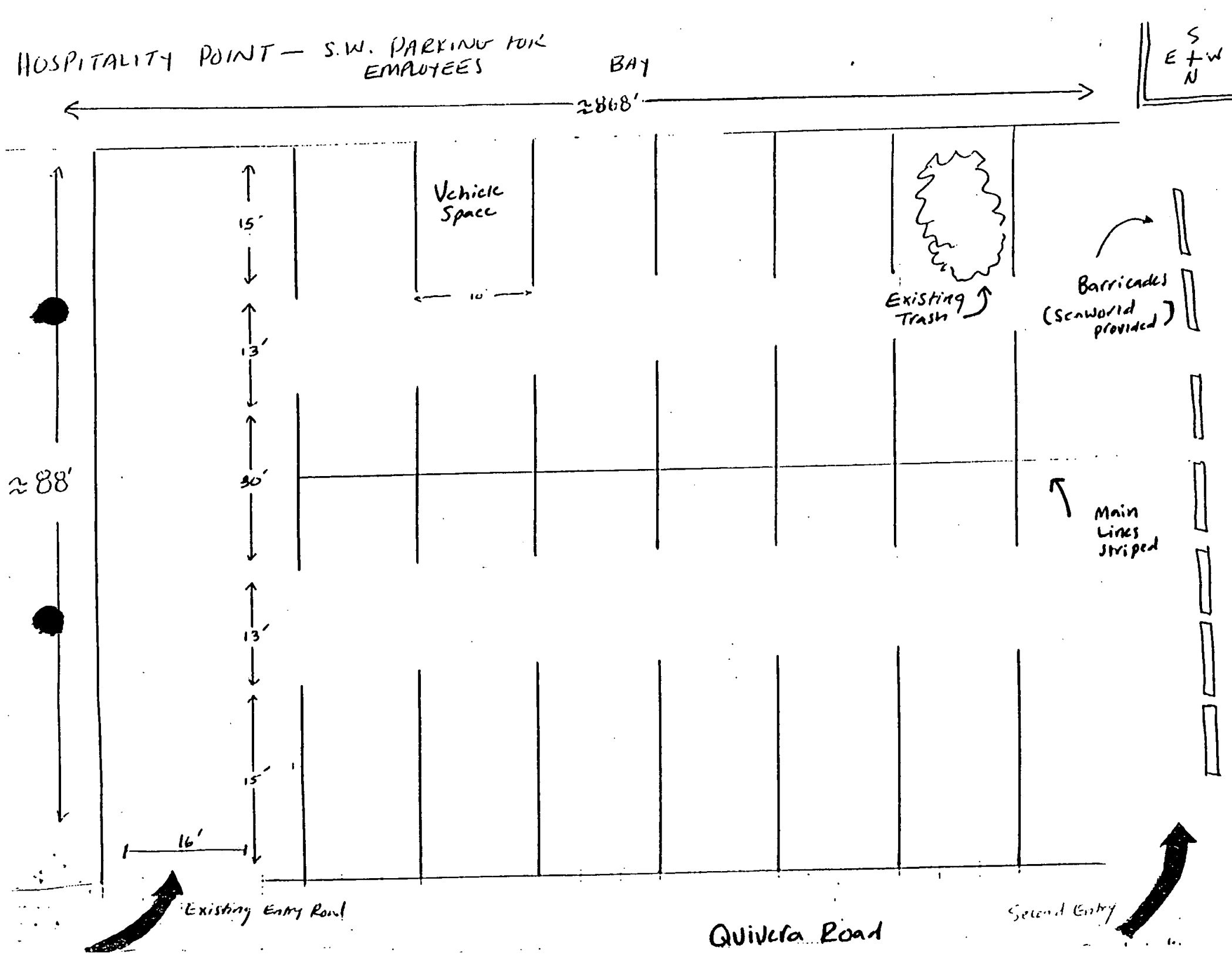
By _____
Cherry Ray Dimeff
Vice President
Finance

APPROVED AS TO FORM AND LEGALITY
BY:

JOHN W. WITT, City Attorney

By _____
Deputy City Attorney

(SeaWorld)


HOSPITALITY POINT — S.W. PARKING FOR EMPLOYEES
BAY
S
E + W
N
≈868'
≈88'
15'
13'
30'
13'
15'
16'
10'
Vehicle Space
Existing Trash
Barricades (Seaworld provided)
Main Lines Striped
Existing Entry Road
Second Entry
Quivera Road

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as lessor under that certain lease agreement (MASTER LEASE) entered into with

SEA WORLD, INC.

(LESSEE) and filed in the Office of the City Clerk as document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

EASTMAN KODAK COMPANY (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified by the MASTER LEASE which is presently 2.5% of gross income. However, this percent is subject to change in accordance with the terms of the Lease Amendment dated December 12, 1983, filed in the office of the clerk as document number RR-259814.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the CITY Manager.

THE CITY OF SAN DIEGO

Dated 8-3-94

By _____
For the City Manager

APPROVED AS TO FORM
John W. Witt, City Attorney

Dated 8/5/94

By _____
C.D.

AGREED TO:
SEA WORLD, INC.

Dated 8/17/94

By _____
Cherry Ray Dimeff
Vice President, Finance

EASTMAN KODAK COMPANY

Dated 8-30-94

By _____
Alexander V. Wasilov
Vice President

8/30/94

JVN:rc

AGREEMENT

THIS AGREEMENT is made as of the 1st day of June, 1993, by and between SEA WORLD OF CALIFORNIA, a division of SEA WORLD, INC. ("Sea World"), a Delaware corporation with its principal place of business in St. Louis, Missouri, and EASTMAN KODAK COMPANY ("Kodak"), a New Jersey corporation with its principal place of business in Rochester, New York.

WITNESSETH:

WHEREAS, Sea World is entering into this Agreement on behalf of the theme park commonly referred to as Sea World of California in San Diego, California (referred to hereinafter as the "Park");

WHEREAS, Kodak wishes to have its film, paper, video cassettes, cameras (including single-use cameras), batteries, Photo CD and other Kodak still imaging products and services, including, without limitation, processing, electronic equipment and supplies (collectively the "Products") advertised and available for purchase at the Park;

WHEREAS, Kodak desires to publicize its corporate name and the Products and to further its business by sponsoring certain attractions in the Park (the "Attractions"), the locations of which are described in Exhibit A attached hereto and by selling the Products through "Retail Outlets" as hereinafter defined; and

WHEREAS, Kodak wishes to engage in promotional activities, alone and together with Sea World in order to promote the sale of the Products by reference to the Park by name;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. Term.

The term of this Agreement shall be deemed to have commenced on June 1, 1993 and unless sooner terminated in accordance with the provisions hereof, shall terminate on December 31, 1997 (the "Contract Period"). Each June 1 through May 31 period shall be referred to as a "Contract Year"; provided, however, that the period from June 1, 1997 through December 31, 1997 shall be deemed the fifth Contract Year.

2. Official Product Designation.

(a) The Products are hereby designated as the "Official Film" and the "Official Photographic Still Imaging Products" of the Park. Kodak shall have the right to publicize this designation and its sponsorship of the Park and the Attractions in its advertising and promotional endeavors. Sea World shall not authorize any other party to use this or any similar designation with regard to a product similar to the Produ
cts during the Contract Period.

(b) Kodak shall have the right to place posters and signs, at its own expense, identifying Kodak and the Products placed on, around and/or within the Attractions and Retail Outlets. All costs associated with manufacturing, purchasing, constructing and removing such signs shall be the sole responsibility of Kodak. Installation and routine maintenance of such signs shall be the sole responsibility of Sea World. No such poster or sign may be erected without the prior written approval of Sea World. This approval right is designed to protect Sea World trademarks and to assure that all signs and posters are limited to a reasonable number, are in good taste, and are in keeping with the general theme and aesthetics of the Park. Such approval shall not be unreasonably withheld.

(c) Kodak shall have the right to have the Kodak full-color logo as designated by Kodak appear in all sponsor collateral logo listings such as Park guides, brochures or maps; provided, however, that the collateral piece is printed in full color and space allows this treatment for all other Sea World Park sponsors.

(d) Except as provided in subsection 4(b), Sea World shall not authorize any person or entity to advertise or promote (including any special display) in the Park any imaging or related products which are comparable to the Products. Notwithstanding the foregoing, Sea World may participate in promotions with or showcase in the Park manufacturers or suppliers of interactive video technology not dedicated exclusively to the viewing of recorded still images.

(e) If during the Contract Period Sea World provides, or causes to be provided, an area at the Park for the taking and sale of photographs or other still images then the Park shall use only Kodak imaging products and services in such areas and Sea World shall use its best efforts to have concessionaires use only such products or services for such purposes. If Kodak does not market compatible products or services for such purposes, the Park or said concessionaires may use imaging products or services of other manufacturers so long as such manufacturers are not identified to the consuming public.

3. Sale of Products at the Park.

(a) Products shall be made available for purchase at the Park from various buildings, kiosks and/or stands, whether permanent, semi-permanent or portable (collectively the "Retail Outlets"). Sea World, in its sole discretion, may from time to time change the location of the Retail Outlets.

(b) Sea World shall cause the Retail Outlets to be adequately staffed and open to patrons and guests of the Park during the normal operating hours of the Park or such other hours as Sea World may otherwise determine in its sole discretion.

(c) Sea World shall be responsible for the operation and maintenance of the Retail Outlets which shall include, but not be limited to, the sale of Products and the retention of any profit from such sales.

4. Purchase of Products; Merchandising Assistance.

(a) Sea World shall purchase from Kodak such Products as Sea World requires for resale in the Park. The price charged Sea World by Kodak for Products shall not be greater than Kodak's published dealer low net (as applicable to purchases in case lots) for such Products. All Products sold at the Park shall be obtained by Sea World from the Kodak distribution center serving the geographic area in which the Park is located. Kodak warrants to Sea World that Products sold under warranty will perform as warranted by the specific warranty stated on the package. Sea World shall have the right to sell such Products at whatever retail price it desires.

(b) Notwithstanding any provision in this Agreement to the contrary, Sea World shall have the right to offer for sale at the Park any instant photographic film manufactured by other manufacturers, but shall not actively promote such film; provided, however, that this shall not preclude Sea World from displaying such film as a regular inventory item.

(c) Kodak shall use its best efforts to handle and resolve all customer complaints referred to Kodak by Sea World.

(d) Kodak shall provide Sea World with merchandising assistance, which shall include, but not be limited to, marketing consultants to instruct Sea World personnel at the Park with respect to the proper marketing, promotion and use of the Products.

(e) Subject to Kodak's prior approval, which approval shall not be unreasonably withheld, Sea World shall have the right to return to Kodak any Products purchased from Kodak hereunder, provided the Products are in case quantities, unopened, undamaged and are not discontinued products and, for film and paper, have at least 12 months left before expiration. Kodak shall promptly provide Sea World with full credit for such returned Products.

(f) Kodak agrees to extend to Sea World any rebate or discount program offered to Kodak customers in all classes of trade during the Contract Period under the same terms as offered to such other retailer or customer.

5. Kodak Picture Taking Spots and Attractions.

(a) As an aid to Park patrons and guests taking pictures, Sea World shall install signs at not less than seven (7) designated "Kodak Picture Taking Spots" throughout the Park. The specific location, number and design of the "Kodak Picture Taking Spots" shall be determined by Sea World in consultation with Kodak.

(b) Kodak shall pay for the cost of designing and producing such signs, which shall be subject to Sea World's prior approval. Kodak shall have the right to have its name publicly associated with an attraction at each Park in a manner designed to show Kodak's sponsorship thereof and mutually agreed upon by the parties (e.g., "Kodak presents..."). The Park shall use their best efforts to regularly review such signs and recommend refurbishing or updating. Any and all reasonable costs associated with such refurbishing or updating shall be borne by Kodak at its sole expense. However, installation and routine maintenance shall be the sole responsibility of Sea World.

6. Promotional Rights.

(a) Subject to the provisions of subsection (b) below, Kodak shall have the right to use (i) the name "Sea World", "Busch Entertainment Corporation", or other similar designations in connection with its advertising or publicity, including advertising by means of radio, television, point-of-sale or similar media, and (ii) photographs, films or other reasonable representations of the Retail Outlets or the Park in connection with its advertising or publicity. All such usage shall inure to the exclusive benefit of Sea World, and Kodak shall have no rights in or to such names or designations.

(b) Kodak shall submit to Sea World all advertising, promotional and publicity materials (including publicity copy, photography, art work and layouts) using (i) any name or designation referred to in subsection (a) above and/or other

names or trademarks used to identify the Park or Retail Outlets or (ii) any photographs or other representations of the Park and/or Retail Outlets together with a brief statement as to the use to which such materials shall be put, the media through which, and the period of time during which, the materials shall be distributed or displayed. Kodak shall not use any such material without first having obtained the written approval of Sea World which shall not be unreasonably withheld and a written release from all persons whose picture or image appears in such material. Sea World shall notify Kodak of its approval or disapproval of such material within ten (10) business days of receipt of Kodak's request for approval. Any notification of disapproval shall specify the reasons therefor. Failure to notify Kodak within such 10-day period shall be deemed disapproval of the material submitted.

(c) Kodak shall not, without Sea World's prior written consent, sell, give away or otherwise distribute any literature, merchandise, souvenirs or other items which refer to, or depict, any Park, Attraction or trademark of Sea World, its parent, subsidiary or any affiliate. Sea World shall not unreasonably withhold such consent.

(d) Subject to the provisions of sub-section (e) below, Sea World shall have the right to use (i) the Kodak logo attached hereto as Exhibit B ("Kodak Logo"), (ii) photographs, films or any other representations of the Retail Outlets and/or (iii) other Kodak identification in connection with its advertising, promotion and publicity for the Park, including, but not limited to, advertising by means of radio, television, point-of-sale or similar media. All such usage shall inure to the exclusive benefit of Kodak, and Sea World claims no rights in or to the Kodak Logo or such Kodak identification.

(e) Sea World shall submit to Kodak all advertising, promotional or publicity materials (including publicity, photography, art work and layout) using the Kodak Logo and/or other Kodak identification together with a brief statement as to the use to which such material shall be put, the media through which, and the period of time during which, it will be distributed or displayed. Sea World shall not use any such material without first having obtained in writing a release from all persons whose picture or image appears therein as well as the written approval of Kodak which shall not be unreasonably withheld. Kodak shall notify Sea World regarding approval or disapproval of such material within ten (10) business days of receipt of Sea World's request for approval. Any notification of disapproval shall specify the reasons therefor. Failure to notify Sea World within such 10-day period shall be deemed disapproval of the material submitted.

(f) If the parties participate in the production of a joint promotional television spot to be utilized in support of mutually agreeable promotional activities, then allocation of production and media costs will be subject to a written agreement between the parties on a case by case basis.

7. Sponsorship Benefits Provided to Kodak.

(a) Subject to availability, Kodak shall have the right to utilize Park venues at no additional charge and during regular Park operating hours for hospitality functions. The Park's Hospitality Center will provide Kodak with hospitality rooms for small groups (4 to 8 people); provided, however, that Kodak shall reserve such rooms in advance on a space availability basis. Hospitality events for groups with 15 or more people must be booked in advance through the Park's sales or marketing office. Catering for such functions will be made available to Kodak at a 10% discount off regular rates for groups from 1 to 2,000 persons and a 20% discounts for groups in excess of 2,000 persons. Gratuities are not discounted.

(b) Sea World agrees to provide Kodak with 500 complimentary tickets each calendar year good for admission to any park owned by Busch Entertainment Corporation ("BEC"). Kodak agrees that said tickets are to be used for corporate purposes only and not for resale.

(c) At Kodak's request, Sea World agrees to (i) institute a ticket voucher program, subject to the execution of a voucher agreement which will provide Park admission tickets to Kodak's employees and VIP's at a 25% discount and (ii) provide Kodak with a supply of discount coupons offering a 25% discount off any BEC park's one day admission price.

(d) At Kodak's request, Sea World agrees to provide Kodak, in its sole discretion, with Sea World's standard VIP benefits, including, but not limited to, special Park tours and courtesy gifts, for key Kodak accounts and VIP's.

(e) Subject to Sea World's prior written approval, Kodak shall have the opportunity to purchase Park merchandise at retail price less 30% (plus any additional freight) for promotional purposes and internal use only and not for resale. The purpose for the request, area of distribution and quantity will all be monitored to ensure appropriateness, and to avoid potential Park or licensing conflicts.

(f) Sea World shall provide Kodak with public relations support for special events and other Park related promotional activities.

(g) If any of the Attractions in Exhibit A is closed, another Attraction will be mutually selected, unless such closure is for normal refurbishing purposes and for a period not to exceed thirty (30) days.

8. Compensation.

(a) Kodak shall pay to Sea World an aggregate sponsorship fee ("Sponsorship Fee") of One Million Forty Five Thousand Dollars ($ 1,045,000) in accordance with the following schedule:

$228,000 upon execution of this Agreement by both parties;

$228,000 on or before June 1, 1994;

$228,000 on or before June 1, 1995;

$228,000 on or before June 1, 1996; and

$133,000 on or before June 1, 1997.

(b) Kodak agrees to pay the reasonable expenses of joint marketing programs up to the sum of $60,000 each calendar year which shall be used for activities mutually agreed upon by the parties in conjunction with activities which may include, but are not limited to, consumer promotions, special co-operative Park events, major photo spot installations, custom retail merchandisers and in-Park merchandise promotions. Such available funding by Kodak must be utilized within the pertinent calendar year. Each party will be free to propose joint activities bearing in mind the lead time and budgeting requirements of the other party.

9. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, effective upon the other party's receipt of termination notice, without prejudice to any other legal rights to which such terminating party may be entitled, if:

(i) any of the representations or warranties made by the other party in this Agreement shall prove to be untrue or inaccurate in any material respect;

(ii) the other party materially defaults in performance of any provision of this Agreement, which default is not cured within thirty (30) days following written notice of such default to the defaulting party; or

(iii) the insolvency or filing for relief from creditors by either party.

(b) Upon any termination of this Agreement pursuant to the provisions of subsection 9(a) above, Sea World shall make a pro rata refund to Kodak of the Sponsorship Fee for the Contract Year during which termination occurs, the amount of which refund shall be determined in the following manner: the Sponsorship Fee for such Contract Year shall be multiplied by a fraction, the numerator of which shall be the aggregate number of scheduled operating days which remain for the Park during such Contract Year after the effective date of termination, and the denominator of which shall be the aggregate number of scheduled operating days for Park during such Contract Year.

(c) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

(d) In addition, either party shall have the right to terminate this Agreement on thirty (30) days written notice if the Park is:

(i) sold or otherwise transferred to a third party which is not an affiliate of Sea World, or

(ii) closed, except because of Force Majeure as provided in Section 11 of this Agreement, for more than thirty (30) consecutive or forty-five (45) non-consecutive days during the Park's normal operating season.

10. Warranty.

(a) Kodak represents, warrants and covenants to Sea World as follows:

(i) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(ii) This Agreement when executed and delivered by Kodak, will be its legal, valid and binding obligation enforceable against Kodak in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iii) The execution, delivery and performance by Kodak of this Agreement, do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound.

(b) Sea World represents, warrants and covenants to Kodak as follows:

(i) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(ii) This Agreement when executed and delivered by Sea World, will be its legal, valid and binding obligation enforceable against Sea World in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iii) The execution, delivery and performance by Sea World of this Agreement, do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound.

11. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, labor fuel, power, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of the Park for a temporary period not to exceed sixty (60) days the term of this Agreement shall be extended for an equal period.

12. Removal of Kodak Property.

Upon the termination of this Agreement, Kodak shall promptly remove all of its property from the Park and shall promptly repair all damage and injury to any of Sea World's property caused by Kodak's removal of its property.

13. Confidentiality.

Other than required disclosure to the City of San Diego, in no event shall either party release to any third party any details regarding the terms and conditions of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably delayed or withheld; provided, however, that the provisions hereof shall not apply to information which is required to be disclosed by federal or state law or regulation or by any applicable judgment, order or decree of any court or governmental agency having jurisdiction. This provision shall survive termination of this Agreement.

14. Indemnity.

(a) Kodak shall indemnify, protect, defend and hold harmless Sea World, its parent, subsidiary and affiliated corporations, and their respective directors,

officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys' fees, court costs and other legal expenses, arising out of or resulting from (i) any misrepresentation, breach of warranty or representation by Kodak, (ii) any negligent or wrongful act or omission of Kodak with respect to the Products, or (iii) the nonfulfillment of any obligation or covenants made by Kodak in this Agreement, except when based solely and exclusively on the acts or omissions of Sea World and/or its employees when acting within the scope of their employment.

(b) Sea World shall indemnify, protect, defend and hold harmless Kodak, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys' fees, court costs and other legal expenses, arising out of or resulting from (i) the construction, maintenance, operation and/or management of the Park or any part thereof, (ii) any misrepresentation, breach of warranty or representation, or (iii) the nonfulfillment of any obligation or covenants made by Sea World in this Agreement, except when based solely and exclusively on the acts or omissions of Kodak and/or its employees when acting within the scope of their employment.

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee solely with counsel of indemnitor's choice and will upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. The indemnitee shall cooperate fully with the indemnitor in the defense and shall, at its expense, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

15. Insurance.

(a) Kodak shall provide Sea World, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Kodak has a comprehensive general liability insurance policy in force with at least Five Million Dollars ($5,000,000) combined single limit per occurrence for personal injury/property liability. The certificate shall also certify that Sea World is an additional insured under the insurance policy, which policy shall include a

contractual liability endorsement to cover Kodak's obligations under Section 14 of this Agreement. The evidence of coverage shall specifically state that coverage as it pertains to Sea World shall be primary regardless of any other coverage which may be available to Sea World. The policy shall be written so that Sea World will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Kodak shall not violate, or permit to be violated, any conditions of said insurance policy, and Kodak shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sea World's obligations hereunder that Kodak shall have furnished to Sea World the insurance certificate as aforesaid.

(b) Sea World shall provide Kodak, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Sea World has a comprehensive general liability insurance policy in force with at least Five Million Dollars ($5,000,000) combined single limit per occurrence for personal injury/property damage liability. The certificate shall also certify that Kodak is an additional insured under the insurance policy, which policy shall include a contractual liability endorsement to cover Sea World's obligations under Section 14 of this Agreement. The evidence of coverage shall specifically state that coverage as it pertains to Kodak shall be primary regardless of any other coverage which may be available to Kodak. The policy shall be written so that Kodak will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Sea World shall not violate, or permit to be violated, any conditions of said insurance policy, and Sea World shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Kodak's obligations hereunder that Sea World shall have furnished to Kodak the insurance certificate as aforesaid.

16. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the Contract Period and for a period of at least two (2) years following the termination of this Agreement, Kodak shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to Sea World for payment hereunder were

valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Kodak to or for the benefit of any Sea World employee or agent who may reasonably be expected to influence Sea World's decision to enter into this Agreement, or the amount to be paid by Sea World pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. Sea World and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

17. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

18. Failure To Object Not A Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

19. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to Sea World:

Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
Attn: Director of Corporate Sponsorships

If to Kodak:

Eastman Kodak Company
343 State Street
Rochester, NY 14650-0205
Attn: R. D. Croog, Esq.
Legal Department

or to such other address as either party may provide to the other in accordance herewith.

20. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto, and their respective successors and approved assigns.

21. General.

(a) The parties agree that each will cooperate with the other and do everything reasonably necessary to effectuate the terms and intentions of this Agreement. Kodak will provide Sea World with on-going support by its personnel to aid in promoting the sale of the Products at the Park and shall have the right, in accordance with such guidelines as Sea World shall determine from time to time, to provide persons to serve as picture-taking aides and/or demonstrators of the Products.

(b) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(c) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(d) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(e) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(f) The section headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

(g) This Agreement is entered into in the state of Missouri and will be governed by and construed under the laws of such state, without regard to its principles of conflicts of laws.

(h) Sea World's obligations under this Agreement are subject to the receipt of certain approvals from the City of San Diego and this Agreement shall not be signed or binding upon Sea World until said approval is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SEA WORLD, INC.

By _____
John B. Roberts
Chairman of the Board

EASTMAN KODAK COMPANY

By _____
Michael P. Morley
Title Vice President & Regional
Business General Manager
Consumer Imaging

EXHIBIT A

[Sea World of California]

[Location of Attraction]

RED/YELLOW CORPORATE SYMBOL

For layout and paste-up only. DO NOT USE FOR REPRODUCTION ART.



½" ½" ½" ½" ½" ½" ½" ½" ½"



9/16" 9/16" 9/16" 9/16" 9/16" 9/16" 9/16" 9/16"



9/16" 9/16" 9/16" 9/16" 5/8" 5/8" 5/8"



5/8" 5/8" 5/8" 5/8" 5/8" 5/8" 5/8"



5/8" 5/8" 11/16" 11/16" 11/16" 11/16" 11/16"



11/16" 11/16" 11/16" 11/16" 11/16" 11/16" 11/16"

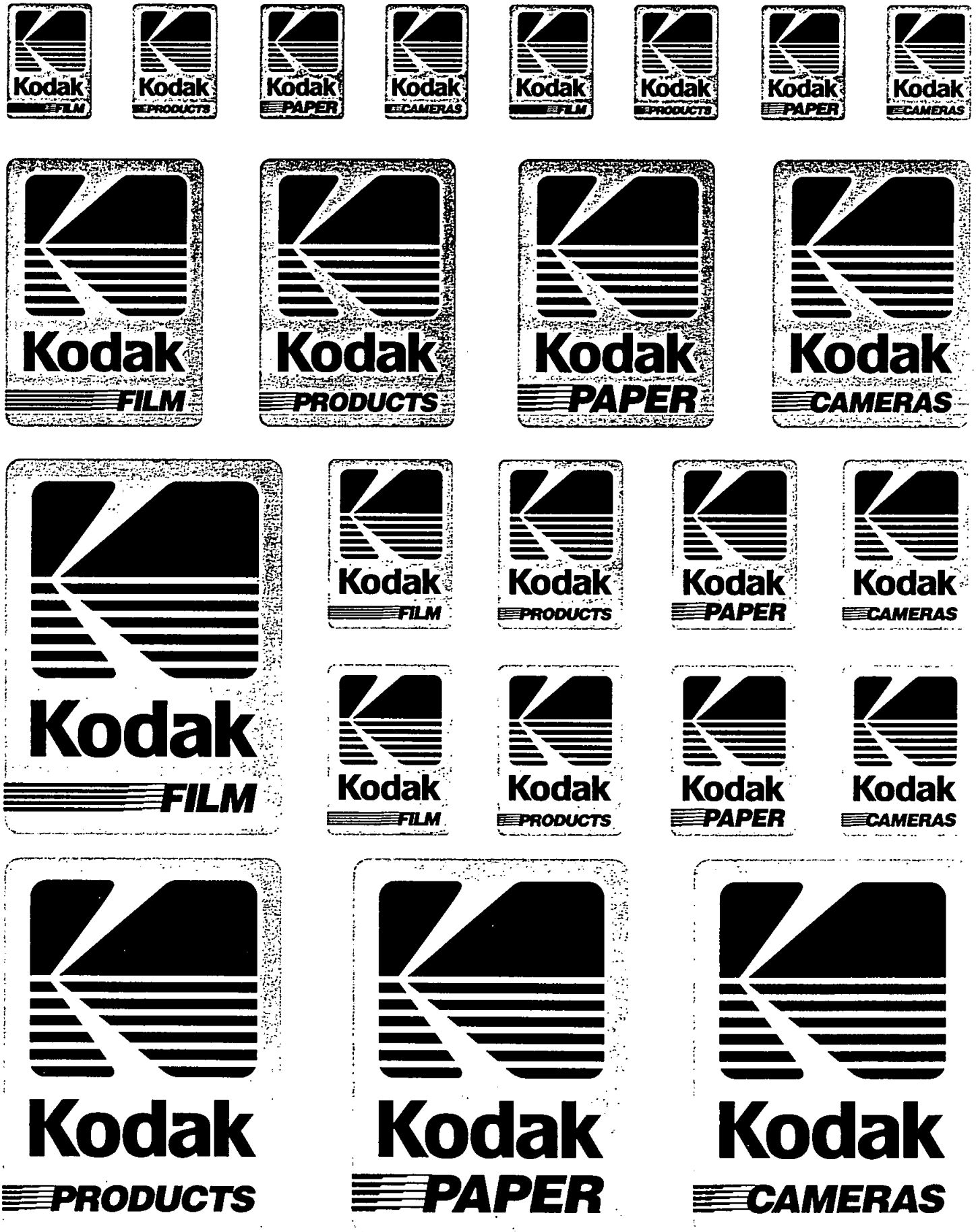


3/4" 3/4" 3/4" 7/8" 15/16" 1"



1¾" 1½" 1⅜" 1¼"

Order No. Z7-74


Kodak FILM
Kodak PRODUCTS
Kodak PAPER
Kodak CAMERAS

THE CITY OF
SAN DIEGO
PROPERTY DEPARTMENT, MAIL STATION 51-A
SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020
FAX: (619) 236-6706

SEA WORLD OF CALIFORNIA
MAY 24 1993
DESIGN & ENGINEERING

FILE: Sea World, Inc.
JOB: #220389

May 20, 1993

Mr. W. Doug Wohlert
Vice Pres., Design & Development
Sea World of California
1720 South Shores Rd.
San Diego, CA 92109-7995

RE: Addendum To Use and Occupancy Permit for use of a Portion of Mission Bay Park dated February 2, 1993

Dear Mr. Wohlert:

The City has received your letter and attachments dated May 3, 1993, requesting an addendum to the above-referenced permit to close the Perez Cove Way entrance to Sea World park to public access during the hours the park is closed. The City has reviewed the request and will hereby approve of the closure of the Perez Cove Way entrance to Sea World Park under the following conditions:

1. The Perez Cove Way entrance may be barricaded and closed during the hours that Sea World Park is closed.

2. Perez Cove Way may be barricaded using the City of San Diego, Engineering and Development Department, Traffic Engineering Division approved "super duct" system (see attached diagram) from the intersection of Sea World Dr. & Perez Cove Way to south of the intersection of at Perez Cove Way & South Shores Rd. (see attached map).

3. The bike path along Perez Cove Way will remain open at all times and the access to the bike path shall not be prohibited in any way.

4. The City of San Diego reserves the right to review the closure of the Perez Cove Way entrance to Sea World Park at any time. The City Manager, at his sole discretion, may require the reopening of the Perez Cove Way entrance.

If you are in agreement with the above conditions, please acknowledge your approval by signing in the space provided below.

DIVERSITY
BRINGS US ALL TOGETHER

Printed on recycled paper

Should you have any questions, please contact me at 236-6066.

Cordially yours,

Norman Swain, Property Agent
Property Management Division

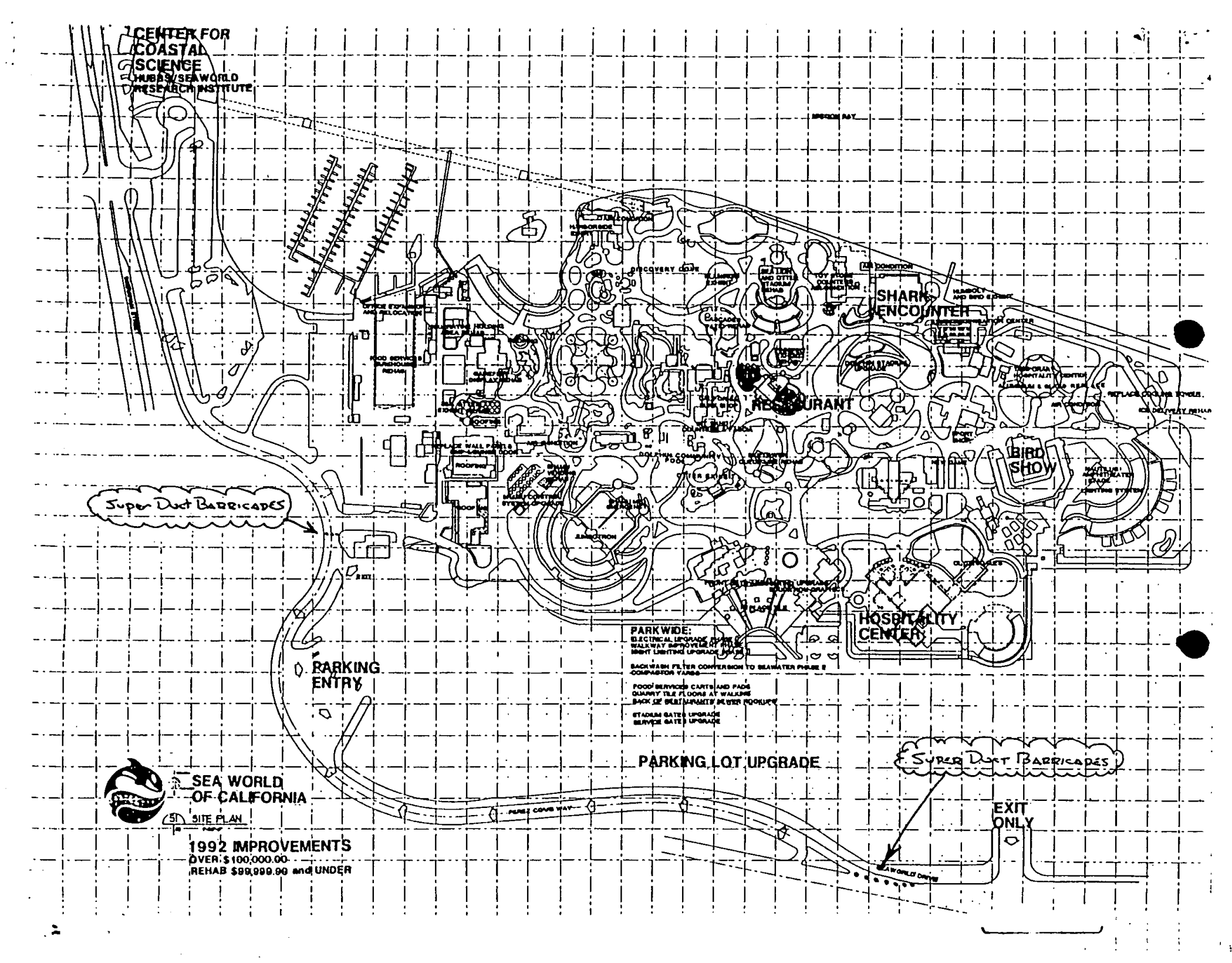
ENCL.

ACKNOWLEDGEMENT AND APPROVAL OF
ADDENDUM CONDITIONS

BY _____ 5/27/93
W. Doug Wohlert
Vice President
Design and Development

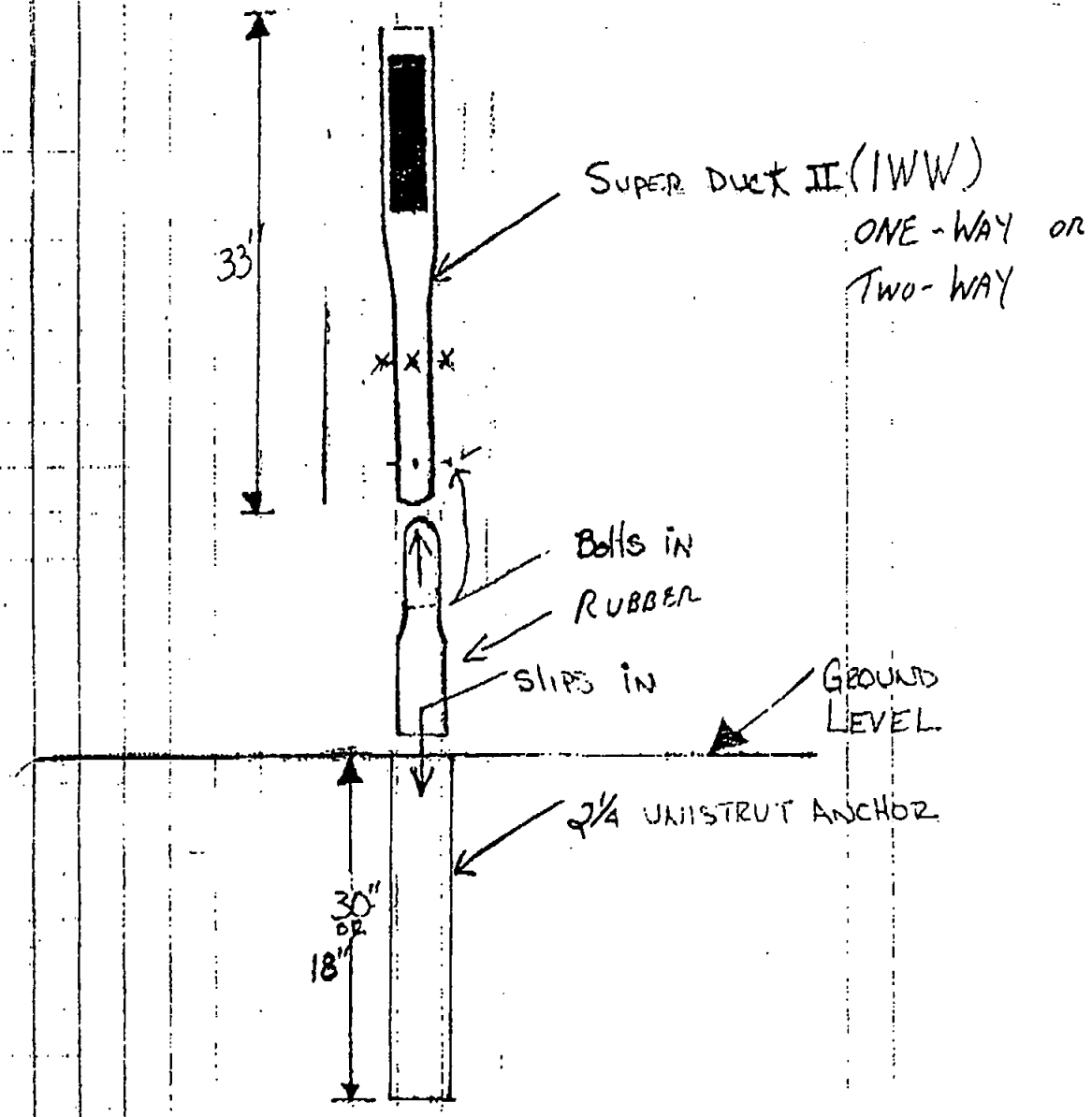
cc: C. Michael Cross
Richard A. Burt
Marcia McLatchy
John Leppert
Terri Williams
Michael Behan
Mary Louise Groarke

NRS:nrs


CENTER FOR COASTAL SCIENCE
HUBBS/SEAWORLD RESEARCH INSTITUTE
SHARK ENCOUNTER
RESTAURANT
BIRD SHOW
HOSPITALITY CENTER
Super Duct Barricades
PARKING ENTRY
PARKWIDE:
PARKING LOT UPGRADE
Super Duct Barricades
EXIT ONLY
SEA WORLD OF CALIFORNIA
SITE PLAN
1992 IMPROVEMENTS
OVER $100,000.00
REHAB $99,999.99 and UNDER

ATT: RAY BYROM PHONE 277-9300
HUBBARD CO FX 277-2789

FROM OSCAR TCS.T.
P/S PER OUR PHONE CONV:



4/1/93 - 3/31/96

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as lessor under that certain lease agreement (MASTER LEASE) entered into with

SEA WORLD, INC.

(LESSEE) and filed in the Office of the City Clerk as document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

PALOMAR MOUNTAIN SPRING WATER & ICE (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified by the MASTER LEASE which is presently 2.5% of gross income. However, this percent is subject to change in accordance with the terms of the Lease Amendment dated December 12, 1983, filed in the office of the clerk as document number RR-259814.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the CITY Manager.

Dated 10/11/93

THE CITY OF SAN DIEGO

By Robert Collins

Robert Collins, Deputy Director
Property Management Division

Dated 10/12/93

APPROVED AS TO FORM
John W. Witt, City Attorney

By Chief Deputy

Dated 1-5-94

AGREED TO:
SEA WORLD, INC.

By Exec VP/Gen Mgr

Dated 1/4/94

PALOMAR MOUNTAIN SPRING
WATER & ICE

By CEO/Pres

JVN:rc

AGREEMENT

THIS AGREEMENT is made as of the 1st day of April, 1993, by and between PALOMAR MOUNTAIN SPRING WATER & ICE ("PM"), a CALIFORNIA corporation with its principal place of business in Escondido, California, and BUSCH ENTERTAINMENT CORPORATION ("BEC"), a Delaware corporation with its principal place of business in St. Louis, Missouri.

WITNESSETH:

WHEREAS, BEC owns and operates a theme amusement park near San Diego, California (the "Park") that offers to the public for an admission price a variety of exhibits, attractions and entertainment; and

WHEREAS, PM desires to publicize its corporate name and the names of its products and to further its business by sponsoring the Park's Freshwater Aquarium and selling its spring water and ice in certain shops throughout the Park ("Attractions"); and

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. The Attractions.

BEC shall make available certain food service facilities within the Park for the sale and distribution of products purchased by BEC from PM. The location and number of food service facilities shall be determined exclusively by BEC.

2. Operation and Control of Attractions.

(a) BEC shall cause the Attractions to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Park.

(b) BEC shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Attractions, including the resale of water and ice products sold to BEC by PM.

3. Purchase of PM Products.

(a) During the term of the Agreement, PM agrees to supply, and BEC agrees to buy from PM, all of BEC's requirements for certain bottled spring water for sale in the Park (the "Water Products"). In addition, BEC agrees to buy from PM and PM agrees to supply to BEC ice, as needed by BEC to supplement BEC's in-house production of ice (the "Ice Products"). All such Water Products shall meet PM's

standard product specifications as set forth in Exhibit 3(a), attached hereto and will be sold to BEC at prices equivalent to the lowest prices currently being charged to BEC by Park's lowest price supplier of Water Products or to the lowest prices then currently being charged to institutional food service purchasers for comparable volume of Water Products in the same geographic area as the Park, whichever is less. All such Ice Products shall meet BEC's criteria for size and shape and will be sold to BEC at prices equivalent to the lowest prices then currently being charged to BEC by Park's lowest price supplier (currently $3.50 per 40 lb. bag) or equivalent to the lowest prices then being charged by PM to institutional food service purchasers for comparable volume of Ice Products in the same geographic area as the Park, whichever is less.

(b) Water Products shall be delivered as needed upon two (2) weeks notice and a 720 case minimum order.

(c) Ice Products shall be delivered daily with no minimum order requirement and one (1) hour notice.

(d) In the event that PM is unable to supply any Water or Ice Products to BEC within the time period set forth above, BEC may order its requirements for such Products from other suppliers.

with 48 hours notice

(e) On an "as needed" basis, PM shall loan to BEC at the Park, for use without charge, a minimum of two diesel ice storage trucks (200 bag capacity each) (the "Equipment") during the summer part of the term of this Agreement. Design, installation, maintenance and removal of the Equipment shall be the sole responsibility of PM.

4. Advertising and Promotion by PM.

(a) During the term of this Agreement, subject to BEC's prior written approval in each instance, PM shall have the right:

(i) to use the names "Sea World of California" in connection with advertising or promotion of the PM name and PM products, including advertising by means of radio, spot television, point of sale on Water Product and Ice Product containers or similar media;

(ii) to use photographs, films or any other representations of the Attractions or the Park in connection with such advertising or publicity;

(iii) to have signs bearing the trademark name "Palomar Mountain Spring Water" and any related PM logo and designating PM as the Freshwater Aquarium sponsor placed on, around and/or within the Freshwater Aquarium as well as on Park's brochures, maps and show schedules. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such signs shall be the sole responsibility of PM; and

(iv) to have bottles of spring water bearing the PM logo prominently displayed and available for sale within the Attractions.

(b) No signs, displays or other items identifying PM or its Products may be erected, installed, or otherwise used in the Attractions or the Park without the prior written approval of BEC, which approval is designed to assure that the number and appearance of such items are consistent with the general theme and aesthetics of the Attractions and the Park.

(c) No advertising material (including but not limited to signs and publicity copy, photography art work and layout) using (i) the name or any symbol of BEC; (ii) any photographs or other representation of the Park; or (iii) any BEC trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of PM without the prior written consent of BEC. PM shall submit all such proposed materials to BEC, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. BEC agrees to notify PM regarding approval or disapproval of such advertising materials within ten (10) business days of receipt of PM's request for approval. In the absence of any such notification by BEC, BEC shall be deemed to have approved such advertising materials. PM agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

5. Advertising and Promotions by BEC.

(a) Subject to subparagraph 4(b) hereto, BEC shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attractions or any portion thereof.

(b) No advertising materials (including but not limited to publicity copy, photography art work and layout) using (i) any PM trademarks, tradenames, logos, product identification or artwork; or (ii) any photographs or other representation of the Attractions or any portion thereof may be published, displayed, distributed or broadcast by or on behalf of BEC without the prior written consent of PM. BEC shall submit all such proposed materials to PM, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. PM agrees to notify BEC regarding approval or disapproval of such materials within ten (10) business days of receipt of BEC's request for approval. In the absence of any such notification by PM, PM shall be deemed to have approved such advertising materials. BEC agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

6. Term.

Subject to the termination rights set forth in Paragraph 13, the term of this Agreement shall commence on April 1, 1993 and, unless terminated sooner in accordance with the terms hereof, shall end on March 31, 1996. Each April 1 through March 31 period during the term shall hereinafter be referred to as a "Contract Year".

7. Renewal.

PM shall have the right to purchase the several rights granted under the Agreement for one (1) year period from and after the expiration hereof and BEC shall propose to PM in writing the cost therefor on or before January 1, 1996. Unless otherwise mutually agreed, all terms and conditions other than the amount of the fee (paragraph 8) shall be the same as provided for herein, with the appropriate change in dates. PM shall have thirty (30) days after receiving the BEC proposal within which to accept the same. If PM does not accept such proposal within such time, BEC shall be free to contract with any third party with respect to any or all of such rights.

8. Annual Fee.

For the acquisition of its rights hereunder, PM shall pay BEC an annual fee (the "Annual Fee") of Twenty-Five Thousand Dollars ($25,000) during the Initial Contract Year of this Agreement and Twenty-Five Thousand Dollars ($25,000) during each subsequent Contract Year of this Agreement. The Annual Fee shall be payable in accordance with the following schedule:

$ 5,000	within thirty (30) days of execution of Agreement
$10,000	on or before July 1, 1993
$10,000	on or before December 1, 1993
$ 5,000	on or before April 1, 1994
$10,000	on or before July 1, 1994
$10,000	on or before December 1, 1994
$ 5,000	on or before April 1, 1995
$10,000	on or before July 1, 1995
$10,000	on or before December 1, 1995

If any payment date hereunder falls on a Saturday, Sunday or legal holiday, payment shall be due on the next succeeding day that is not a Saturday, Sunday or legal holiday. For the purposes of this Agreement, the term "Initial Contract Year" means the period commencing on April 1, 1993 and continuing through and including March 31, 1994. The term "Contract Year" means a period thereafter commencing on April 1 and continuing through and including the last day of March of the following year during the term hereof.

9. Limitations on Promotional Items.

(a) PM shall not, without BEC's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict Sea World of California or any other BEC trademarks, tradenames, logos, product identification or artwork.

(b) BEC shall not, without PM's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Palomar Mountain Spring Water & Ice", or any other PM trademarks, tradenames, logos, product identification or artwork.

10. Sponsorship Benefits Provided to PM.

(a) BEC shall designate PM as the "Official Spring Water and Ice Supplier" of the Park.

(b) PM may, upon BEC's prior written approval in each instance, utilize the Park's characters and BEC promotional elements, including, but not limited to, Park merchandise, sweepstakes packages and discount admission to the Park in advertising and consumer promotion programs.

(c) BEC agrees to provide PM with 100 complimentary tickets good for admission to any BEC theme amusement park during each complete Contract Year during the term hereof. PM agrees that said tickets are to be used for corporate purposes only and not for resale.

(d) At PM's request, BEC agrees to institute a ticket voucher program, subject to the execution of a voucher agreement which will provide Park admission tickets to PM's employees and VIP's at a 25% discount.

(e) At PM's request, BEC agrees to provide PM, in its sole discretion, with BEC's standard VIP benefits, including, but not limited to, special Park tours and courtesy gifts, for key PM accounts and VIP's.

(f) Subject to availability, PM shall have the right to utilize Park venues at no additional charge and during regular Park operating hours for hospitality functions. Catering for such functions will be made available to PM at a 10% discount off regular rates for groups from 1 to 2,000 persons and a 20% discounts for groups in excess of 2,000 persons. Gratuities are not discounted.

(g) Subject to BEC's prior written approval, PM shall have the opportunity to purchase Park merchandise at retail price less 30% (plus any additional freight) for promotional purposes and internal use only and not for resale.

11. Indemnity.

(a) PM will indemnify, protect, defend, and hold harmless BEC, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with PM's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by PM of any provision hereof, or (ii) any act or omission of PM, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

12. Insurance.

PM shall provide BEC, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer

certifying that PM has a comprehensive liability insurance policy in force with at least One Million Dollars ($1,000,000) single limit liability. The certificate shall also certify that BEC is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to BEC, shall be primary regardless of any other coverage which may be available to BEC. Coverage shall be on a claims-made basis. The policy shall be written so that BEC will be notified of the cancellation or any restrictive amendment of the policy at least fifteen (15) days prior to the effective date of such cancellation or amendment. PM shall not violate, or permit to be violated, any conditions of said insurance policy, and PM shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of BEC's obligations hereunder that PM shall have furnished to BEC the insurance certificate as aforesaid.

13. Termination.

(a) Either party may terminate this Agreement in the event that (i) the other party shall fail to pay any fee or charge as and when the same shall become due and payable and such failure shall continue for a period of thirty (30) days after its due date; or (ii) the other party shall fail to perform any other material covenant or to comply with the material terms or conditions hereof and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, or if such default cannot reasonably be corrected within the thirty (30) day period, the other party shall not, within the thirty (30) day period, have undertaken steps reasonably calculated to cure such default.

(b) In the event that BEC elects to terminate this Agreement pursuant to (i) above, a prorated portion of the remainder of the annual fee set forth in paragraph 8 above shall thereupon become immediately due and payable by PM to BEC.

(c) In addition, BEC shall have the right to terminate this Agreement upon delivery of written notice to PM no later than ninety (90) days prior to the end of any Contract Year, such termination to be effective as of the first day of the Contract Year immediately following delivery of such notice.

(d) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

14. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of the Park for a temporary period, the term of this Agreement shall be extended with respect to such Park for an equal period.

15. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the term of this Agreement and for a period of at least two (2) years following the termination of this Agreement, PM shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to BEC for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of PM to or for the benefit of any BEC employee or agent who may reasonably be expected to influence BEC's decision to enter into this Agreement, or the amount to be paid by BEC pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. BEC and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

16. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

17. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

18. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to PM:

Palomar Mountain Spring
Water Spring Water & Ice
1270 West Mission Avenue
Escondido, CA 92046
Attn: Peter J. Willis

If to BEC:

Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
Attn: Director of Food Service

With copies to:

Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109
ATTN: Director of Corporate Sponsorships

Sea World, Inc.
Corporate Legal Department
One Busch Place 202-6
St. Louis, MO 63118
ATTN: Associate General Counsel

or to such other address as either party may provide to the other in accordance herewith.

19. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

20. Miscellaneous.

(a) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(c) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(d) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(e) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs.

(f) This Agreement is to be construed in accordance with the laws of the State of California applicable to contracts wholly made and performed therein.

(g) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

PALOMAR MOUNTAIN SPRING WATER & ICE

By: _____

Title: President / CEO

BUSCH ENTERTAINMENT CORPORATION

By: _____

Title: Exec VP & GM Sea World of CA

f:\wppsll\palomar.agt

EXHIBIT 3(a)

SPECIFICATIONS

All bottled water and ice must meet or exceed current drinking water standards established by federal, state and local governmental agencies. In addition, the bottled water and ice shall not exceed the minimum allowable levels of certain synthetic volatile organic compounds. Future standards must also be met. The bottled water shall be of a non-sparkling variety from a naturally occurring spring or artesian source.

Expired
05/01/1993 - 04/30/1994

CITY OF SAN DIEGO

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement entered into with

SEA WORLD, INC.

(LESSEE), effective January 1, 1978 and filed in the Office of the City Clerk as Document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

BANANA BOAT OF CALIFORNIA, INC. (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified in by the MASTER LEASE which is presently 2.5% of gross income. However, this percent is subject to change in accordance with the terms of the Lease Amendment dated December 12, 1983, filed in the office of the clerk as document number RR-259814.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the CITY MANAGER.

THE CITY OF SAN DIEGO

Dated 7-21-94

By _____
For The City Manager

APPROVED AS TO FORM
JOHN W. WITT, City Attorney

Dated 7/25/94

By _____
Chief Deputy City Attorney

AGREED TO:
SEA WORLD, INC.

Dated 7/29/94

By _____
Cherry Ray Dimeff
Vice President, Finance

BANANA BOAT OF CALIFORNIA, INC.

Dated 8/9/94

By _____

LMF:DRT

banana.agm
3/18/93

AGREEMENT

THIS AGREEMENT is made as of the ___ day of March, 1993, by and between BANANA BOAT OF CALIFORNIA, INC. ("Banana Boat"), a California corporation with its principal place of business in Laguna Hills, California, and SEA WORLD OF CALIFORNIA, a division of SEA WORLD, INC. ("Sea World"), a Delaware corporation with its principal place of business in San Diego, California.

WITNESSETH:

WHEREAS, Sea World owns and operates a theme amusement park commonly referred to as "Sea World of California" in San Diego, California (the "Park") which offers to the public for an admission price a variety of exhibits, attractions and entertainment; and

WHEREAS, Banana Boat desires to publicize its corporate name and the names of its products and to further its business by selling its suncare products (the "Products") to Sea World who will in turn display and resell the Products in various locations throughout the Park;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. The Attractions.

Sea World shall make available certain facilities within the Park for the sale and distribution of the Products purchased by Sea World from Banana Boat. The location and number of facilities (hereinafter referred to collectively as the "Attractions") shall be determined by Sea World, and shall consist of a minimum of seven (7) Attractions at the Park. The Attractions may be increased by Sea World at any time in order to increase sales potential or the exposure of the Products.

2. Operation and Control of Attractions.

(a) Sea World shall cause the Attractions to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Park.

(b) Sea World shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Attractions, including the resale of the Products sold to Sea World by Banana Boat.

3. Purchase of Banana Boat Products.

(a) During the term of this Agreement, Sea World will, in its sole discretion, purchase from Banana Boat certain products which will be resold in the Attractions. All such products supplied by Banana Boat will be Banana Boat's standard specification products, and will be sold to Sea World according to the following terms:

(i) Terms: Payment in full within thirty (30) days of receipt of an invoice; and

(ii) All such products will meet Banana Boat's standard product specifications and will be sold to Sea World at prices equivalent to the prices then currently being charged to retail purchasers of comparable volume in Banana Boat's Los Angeles and San Diego, California marketing area.

Nothing herein shall be construed as requiring Sea World to purchase any particular product or any particular volume of Banana Boat merchandise.

(b) Suncare products shall be defined as those tanning lotions, oils and ointments produced by Banana Boat which are applied directly to the skin. With the exception of the following circumstances, Sea World warrants that Banana Boat Products shall be the "Exclusive Suncare Products" sold in the Park during the term of this Agreement and any renewal thereof.

(i) In the event Banana Boat is unable to supply any Product which Sea World elects to sell in the Park (i.e. desired Product is not manufactured by Banana Boat), Sea World may order its requirements of such Product from other suppliers.

(ii) In the event Banana Boat is unable to supply any Product to Sea World within seventy-two (72) hours of its order, Sea World may order its requirements for such Product from other suppliers.

4. Advertising and Promotion by Banana Boat.

(a) During the term of this Agreement, Banana Boat shall have the right:

(i) to have its name or the name "Banana Boat Suncare Products" appear in the Attractions;

(ii) to place posters and signs, at its own expense, identifying Banana Boat and the Products in and about the Attractions; provided, however, that no such poster or sign may be erected without the prior written approval of Sea World, which approval is designed to assure that all signs and posters are limited to a reasonable number, in good taste, and are in keeping with the

general theme and aesthetics of the Park, as well as to protect Sea World trademarks. Such approval shall not be unreasonably withheld;

(iii) to organize, on a mutually approved basis, promotions and special events at the Attractions. Banana Boat will, at its own expense, make available Suntan counselors to introduce Banana Boat Suncare Products in the Attractions and to participate in promotional activities;

(iv) to use the name "Sea World of California" in connection with advertising or promotion of the Banana Boat name and Products, including advertising by means of radio, spot television, point of sale on product containers, or similar media;

(v) to use photographs, films or any other representations of the Attractions or the Park in connection with such advertising or publicity; and

(vi) to have displays and signs bearing its trademark name and designating Banana Boat as the Attractions' sponsor placed on, around and/or within the Attractions. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays and signs shall be the sole responsibility of Banana Boat.

(b) It is the intention of the parties that the name "Sea World of California" be connected with Banana Boat and or Banana Boat Suncare Products in mutually agreeable marketing activities.

(c) No advertising material (including but not limited to signs, publicity copy, photography art work and layout) using (i) the name or any symbol of Sea World; (ii) any photographs or other representation of the Park; or (iii) any Sea World trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Banana Boat without the prior written consent of Sea World. Banana Boat shall submit all such proposed materials to Sea World, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Sea World agrees to notify Banana Boat regarding approval or disapproval of such advertising materials within ten (10) business days of receipt of Banana Boat's request for approval. In the absence of any such notification by Sea World, Sea World shall be deemed to have denied approval for such advertising materials. Banana Boat agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

5. Advertising and Promotions by Sea World.

(a) Subject to subparagraph 5(b) hereto, Sea World shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attractions or any portion thereof.

(b) No advertising materials (including but not limited to publicity copy, photography art work and layout) using any Banana Boat trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Sea World without the prior written consent of Banana Boat. Sea World shall submit all such proposed materials to Banana Boat, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. Banana Boat agrees to notify Sea World regarding approval or disapproval of such materials within ten (10) business days of receipt of Sea World's request for approval. In the absence of any such notification by Banana Boat, Banana Boat shall be deemed to have denied approval for such advertising materials. Sea World agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

6. Term.

The term of this Agreement shall commence on May 1, 1993 and, unless terminated sooner in accordance with the terms hereof, shall end on April 30, 1994.

7. Right of First Refusal.

Banana Boat shall have the right to purchase the several rights granted under this Agreement for a one (1) year period from and after the expiration hereof and Sea World shall propose to Banana Boat in writing the cost therefor on or before January 1, 1994. Unless otherwise mutually agreed, all terms and conditions, other than the amount of the Annual Fee (Paragraph 8) shall be the same as provided for herein, with appropriate changes in dates. Banana Boat shall have the later of February 1, 1994 or 30 days after receiving the Sea World proposal within which to accept the same. If Banana Boat does not accept such proposal within such time, Sea World shall be free to contract with any third party with respect to any or all such rights.

8. Annual Fee.

For the acquisition of its rights hereunder, Banana Boat shall pay Sea World an annual fee (the "Annual Fee") of Ten Thousand Dollars ($10,000) in accordance with the following schedule:

ON OR BEFORE MAY 15TH 1993 PAR 4/19/93

$5,000 ~~upon execution of this Agreement by both parties, and~~

$5,000 on or before July 1, 1993. 7-15-93

If any payment date hereunder falls on a Saturday, Sunday or legal holiday, payment shall be due on the next succeeding day which is not a Saturday, Sunday or legal holiday.

9. Limitations on Promotional Items.

(a) Banana Boat shall not, without Sea World's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Sea World of California" or any other trademark, tradename, logo, product identification or artwork of Sea World or its parent, subsidiaries or affiliated companies.

(b) Sea World shall not, without Banana Boat's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Banana Boat", or any other trademark, tradename, logo, product identification or artwork of Banana Boat or its parent, subsidiaries or affiliated companies.

10. Indemnity.

(a) Banana Boat will indemnify, protect, defend, and hold harmless Sea World, its parent, subsidiaries and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Banana Boat's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Banana Boat of any provision hereof, or (ii) any act or omission of Banana Boat, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof.

(b) Sea World will indemnify, protect, defend, and hold harmless Banana Boat, its parent, subsidiaries and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sea World's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Sea World of any provision hereof, (ii) any act or omission of Sea World, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iii) the operation of the Park and the Attractions.

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

11. Insurance.

Banana Boat shall provide Sea World, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that Banana Boat has a comprehensive general liability insurance policy in force with at least One Million Dollars ($1,000,000) single limit liability. The certificate shall also certify that Sea World is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to Sea World, shall be primary regardless of any other coverage which may be available to Sea World. Coverage shall be on a claims-made basis. The policy shall be written so that Sea World will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Banana Boat shall not violate, or permit to be violated, any conditions of said insurance policy, and Banana Boat shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sea World's obligations hereunder that Banana Boat shall have furnished to Sea World the insurance certificate as aforesaid.

12. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, in the event that (i) the other party shall fail to pay any fee or charge as and when the same shall become due and payable and such failure shall continue for a period of thirty (30) days after its due date; or (ii) the other party shall fail to perform any other material covenant or to comply with the material terms or conditions hereof and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, or if such default cannot be reasonably by corrected within the thirty (30) day period, have undertaken steps reasonably calculated to cure such default.

(b) In the event that Sea World elects to terminate this Agreement pursuant to (i) above, a prorated portion of the remainder of the Annual Fee set forth in Paragraph 8 above shall thereupon become immediately due and payable by Banana Boat to Sea World.

(c) Either party to this Agreement may, in addition to all other legal and equitable remedies available to it, cancel and terminate this Agreement upon thirty (30) days prior written notice.

(d) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

13. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, labor fuel, power, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of either of the Park for a temporary period, the term of this Agreement shall be extended with respect to such Park for an equal period.

14. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the term of this Agreement and for a period of at least two (2) years following the termination of this Agreement, Banana Boat shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to Sea World for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Banana Boat to or for the benefit of any Sea World employee or agent who may reasonably be expected to influence Sea World's decision to enter into this Agreement, or the amount to be paid by Sea World pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. Sea World and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

16. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

17. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to Banana Boat:
Banana Boat of California, Inc.
23142 Alcaide Drive, Suite B
Laguna Hills, CA 92653
ATTN: ~~Russell Simonson~~ John Schofield

If to Sea World:
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109
ATTN: Bill Borger

With a copy to::
Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
ATTN: Chris Shea

or to such other address as either party may provide to the other in accordance herewith.

18. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Miscellaneous.

(a) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(c) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(d) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(e) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs.

(f) This Agreement is to be construed in accordance with the laws of the State of Florida applicable to contracts wholly made and performed therein.

(g) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

BUSCH ENTERTAINMENT CORPORATION

By: C Michael Gore

Title: Exec VP & GM
Busch Gardens of CA

BANANA BOAT OF CALIFORNIA, INC.

By: John M Schofield

Title: President 4/9/93

DUPLICATE ORIGINAL

THE CITY OF
SAN DIEGO
PROPERTY DEPARTMENT, MAIL STATION 51-A
SECURITY PACIFIC PLAZA, 1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CALIFORNIA 92101-4199 *TELEPHONE: (619) 236-6020*
FAX: (619) 236-6706

February 2, 1993

File: Permit File - Sea World, Inc.

Mike Cross, Executive Vice President
Sea World, Inc.
1770 South Shores Road
San Diego, CA 92109

RE: USE AND OCCUPANCY PERMIT FOR USE OF A PORTION OF MISSION BAY PARK

Dear Mr. Cross:

In connection with Sea World's plans to make certain improvements to Sea World Drive, Perez Cove Way and within the present Sea World leasehold, to allow for kiosks to be installed and parking fees to be charged, The City of San Diego ("City") hereby grants permission to Sea World, Inc., a Delaware Corporation ("Permittee") to enter upon that certain City-owned property ("Permit Area"), as depicted on the attached Exhibit A-1 and described on the attached Exhibit A-2, upon the following terms and conditions:

1. Permittee's use of the Permit Area shall be limited to ingress and egress to the Sea World of San Diego premises and to maintenance of landscaping in accordance with the Development and Use Plan attached hereto as Exhibit "B".

2. Consideration to City for granting this permit shall be the Permittee assuming the responsibility for:

   a) complete maintenance of the Permit Area including but not limited to: the striping, directional signing at locations determined by the City Manager, and paving or repaving of Perez Cove Way;

   b) creation and maintenance of a Class I bikeway including decorative surfacing on the ground areas between the bike path and the curb of the roadway, as shown in plans heretofore submitted by Permittee and approved by City, all to the standards as established by the City

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Manager and all at no expense to the City during the entire term of this permit;

c) maintenance of the concrete barriers along the bikeway, including but not limited to removal of graffiti;

d) improving the aesthetics of the concrete barriers along the bikeway and where visible to traffic along Ingraham Street by reducing the visibility with landscaping approved by the City's Park and Recreation Department;

e) complete maintenance of all landscaping within the Permit Area along Perez Cove Way, its irrigation and irrigation systems, and installation of a separate irrigation water meter(s) under Permittee's name. Landscaping plans and future changes in landscaping will be subject to the prior written approval of the District Manager of Mission Bay Park.

Permittee shall not be responsible for any other equipment, facilities or other property not owned by it located within the Permit Area, including, but not limited to, traffic signals, street lighting, directional signs or utilities, it being understood that the operation, maintenance, repair or replacement thereof shall remain the responsibility of City.

3. As additional consideration to City for granting this Permit, Permittee agrees to promptly apply for and use diligent efforts to obtain an Encroachment Removal Agreement from City for the installation and maintenance of any irrigation improvements and landscaping within the northerly and easterly right-of-way of Sea World Drive between Perez Cove Way and Ingraham Street during the term of this Permit pursuant to plans heretofore submitted and approved by the City and pursuant to this permit.

4. Concurrently with the City's construction of a walkway in connection with the development of South Shores Park, Permittee agrees to construct an additional walkway commencing where the walkway presently ceases at the western side of Sea World Way to the edge of Sea World's eastern lease boundary as it exists at that time. Permittee will pay for the cost of the walkway construction. A drawing showing the general location of the extension of the walkway as presently anticipated is attached as Exhibit "C". The exact location of the walkway will be determined by mutual agreement. Plans and specifications for the walkway are subject to City approval but shall be of like kind and quality as the City's portion of the walkway proposed to the east. It is intended by the parties that this obligation of Permittee shall survive the expiration of this Permit.

5. This permit shall be in effect for three years commencing February 4, 1993 and continuing until February 3, 1996 with the right of cancellation by the City upon six (6) months written notice to the Permittee.

6. Permittee certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than $1 million combined single limit liability with an occurrence claims form and that said policy shall be kept in force for the duration of this permit. A certificate of said insurance shall be filed with the City Property Department upon execution of this permit.

7. Permittee agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries (including death) to any person or property, including, but not limited to, injury to Permittee's employees, agents, officers or invitees, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Permittee and its agents, officers, or employees in performing the work or services herein and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of City, its agents, officers, or employees.

   City agrees to defend, indemnify, protect, and hold Permittee and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries (including death) to any person or property, including, but not limited to, injury to City's employees, agents, officers or invitees, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of City and its agents, officers, or employees within or related to the Permit Area and all expenses of investigating and defending against same; provided, however, that City's duty to indemnify and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of Permittee, its agents, officers, or employees.

8. All risks in connection with Permittee's use of the Permit Area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee but only to the extent such damages are

not the result of the negligent acts or omissions of the City or its agents.

9. Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.

10. As set out in Section 5 above, this permit is revocable upon six (6) months written notice to Permittee at any time by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.

11. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.

12. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area.

13. At the City's option, upon expiration or earlier termination of this permit, Permittee shall at its sole cost remove all materials and repair and/or restore the Permit Area to its original condition to the satisfaction of the City Manager.

14. Permittee shall not assign any rights granted by this permit nor any interest therein. Any assignment by operation of law shall automatically terminate this permit. Notwithstanding the foregoing, this permit may be assigned to an approved assignee of Sea World, Inc.'s lease with the City.

15. No signs shall be displayed on Permit Area without the prior written consent of the City Manager, which shall not be unreasonably withheld provided: all such signs are in compliance with Mission Bay Park standards, laws related to sign requirements, and acceptable to the Traffic Engineering Division of the City.

16. Perez Cove Way will be configured, signed, and striped to provide exits or turnaround areas for any motorist not wishing to enter the Sea World Marine Park or who mistakenly uses Perez Cove Way.

17. Permittee shall not remove any plant material from the Permit Area without the prior written consent of the Park and Recreation Department of City. Should the Permittee need to remove any plant material, a written request must be submitted to the City of San Diego, Park and Recreation Department, Coastal Division, attention District Manager, at 2581 Quivira Way, San Diego, California 92109. Permittee agrees to transplant or box trees disturbed within the Permit Area and relocate the same within Mission Bay Park as directed by the Park and Recreation Department of City. Permittee shall be responsible for the maintenance of the Permit Area and that maintenance will conform to Mission Bay Park maintenance standards.

18. Permittee will provide plans for irrigation systems that will be demolished or made obsolete by any proposed construction and showing how they will be repaired by Permittee. Plans shall be submitted to the City Park and Recreation Department and all repairs shall be done according to the Consultant's Guide to Park Design in regards to parts used, etc.

19. Upon execution of this Permit, Permittee will provide a construction schedule for all improvements and will furnish updates to District Manager, City of San Diego, Park and Recreation Department, 2581 Quivira Way, San Diego, California 92109.

20. The City of San Diego as Lead Agency under CEQA has prepared and completed an Addendum No. 91-0622 to EIR No. 84-0160 covering this activity.

21. Permittee and City understand and agree that if any provisions of this permit augment, modify, remove, or conflict with the project description and/or special conditions of the required coastal development permit, further action by the Coastal Commission may be required, either through an amendment to the coastal development permit or issuance of a separate coastal development permit.

22. Upon completion of Permittee's construction of the widening of Sea World Drive, said widening shall be dedicated by Permittee to City by easement deed in the form typically used by City for that purpose.

23. The parties agree that Permittee's expenditures for the construction of the bikeway shall be "Mitigation Expenditures" for purposes of Section C of Article XXXII of that certain Lease between the City and Permittee dated July 11, 1963, as amended, for the Sea World Marine Park.

24. Permittee agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Permitee's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accomodations, and the obtaining and holding of employment.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the City Property Department, together with your insurance certificate and check for $360 made payable to the "City Treasurer," within 10 days from receipt hereof.

If you should require additional information or have any questions, please call Mary Louise Groarke, Property Agent, at 236-6766.

Very truly yours,

Robert J. Collins

Robert J. Collins
Deputy Director

RJC:GRR:MLG:st(15)

Attachments

cc: County Assessor
Auditor
Financial Management

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 3 DAY OF February, 1993.

SEA WORLD, INC.,
a Delaware corporation

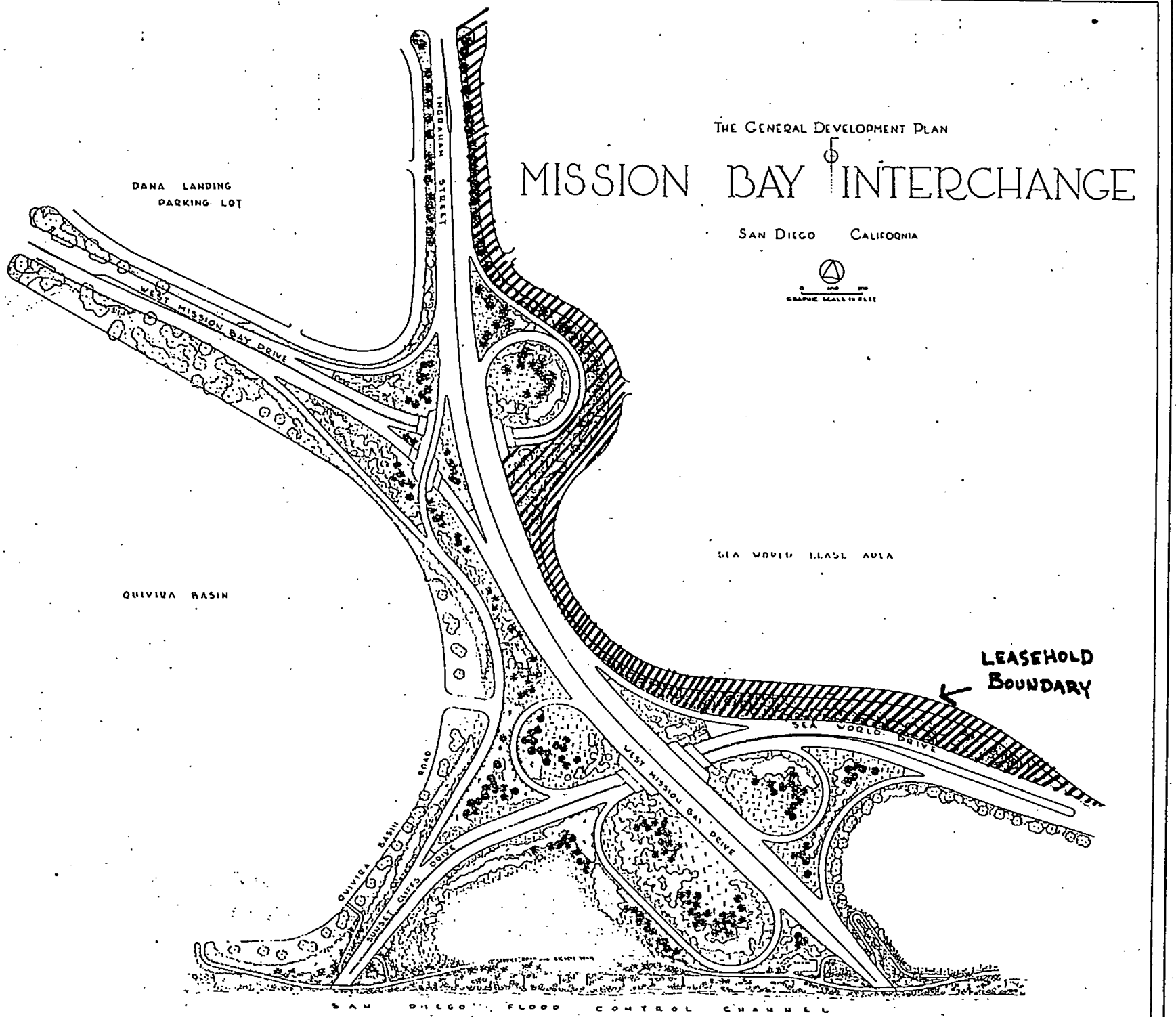
By C Michael Cramer

By _____

APPROVED AS TO FORM AND LEGALITY:

JOHN W. WITT, City Attorney

By _____
Chief Deputy City Attorney



W-169

EXHIBIT "A-1"

EXHIBIT A-2

DESCRIPTION OF "PERMIT AREA"
FOR SEA WORLD, INC., USE AND OCCUPANCY PERMIT
PORTION OF MISSION BAY

The Permit Area is included within the following boundaries: The northerly and easterly boundary of said Permit Area shall be coterminous with that portion of the southerly and westerly boundary of the leasehold estate created by that certain lease between City and Permittee dated July 11, 1963, as amended, for the Sea World Marine Park, said portion of the southerly and westerly boundary being from the area of the intersection of Perez Cove Way with the northerly boundary of the right-of-way of Sea World Drive to the point of intersection of said boundary (or, if necessary to close, the extension thereof) with the physical improvements of Ingraham Street; the westerly and southerly boundary of said Permit Area shall be coterminous with the easterly and northerly edge of the physical improvements for Sea World Drive, Ingraham Street, and the ramp from West Mission Bay Drive to Ingraham Street, said easterly and northerly edge being from the intersection of Perez Cove Way with Ingraham Street to the intersection of Perez Cove Way with Sea World Drive; excluding therefrom that area which lies within the Sea World Drive right-of-way.

EXHIBIT "B"
DEVELOPMENT AND USE PLAN

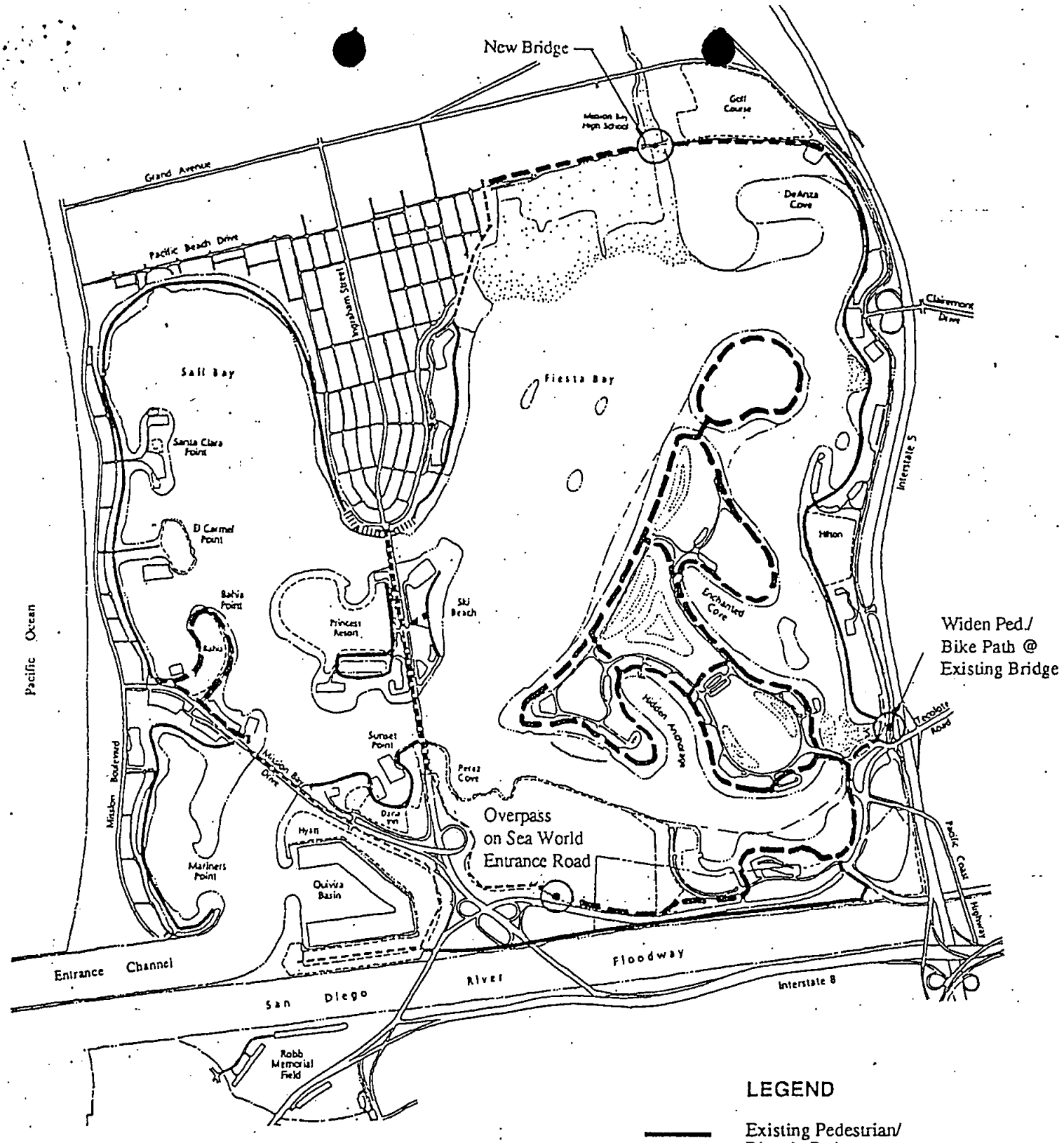
Perez Cove Way consists of a 44′ improved width, one 22′ lane in each direction from Sea World Drive to South Shores Drive, then transitions to a 40′ width, one 15′ lane in each direction with a 10′ striped median from South Shores Drive to Ingraham Street.

Per the proposed plans for the relocation of Sea World's parking lot entrance, depicted on previously submitted drawings entitled Sea World Parking Lot Modification, prepared by Nasland Engineering and dated October 22, 1992, Perez Cove Way will be converted to a one-way street, consisting of four 11′ lanes from Sea World Drive to the proposed entrance. Traffic shall remain flowing in two directions from the proposed entrance to the intersection of Perez Cove Way and Ingraham Street.

To accommodate the new traffic conditions which will be encountered, Perez Cove Way will be widened at both the easterly and westerly ends and Sea World Drive will be widened on the northerly side, immediately west of Sea World Way to Perez Cove Way. (The Use Modification does not include widening of Sea World Drive east of Sea World Way.)

The existing Perez Cove Way right-of-way between Sea World Drive and Ingraham Street encompasses approximately 4.64 acres. The proposed widening adds approximately 0.34 acres to the existing area. This additional area includes the widening of Sea World Drive from Sea World Way westerly to the entrance of Perez Cove Way.

Also included is the installation of a Class I bikeway beginning at the southeast corner of the Sea World leasehold (north side of Sea World Drive) and proceeding generally west and north, crossing Sea World Way and Perez Cove Way (at a controlled bike crossing) and continuing on the west side of Perez Cove Way to the existing controlled intersection of Perez Cove Way and Ingraham Street as depicted on same drawings.



LEGEND

- Existing Pedestrian/ Bicycle Path
- New Pedestrian/ Bicycle Path
- Roadside Bicycle Way
- Boardwalk (Under Bridge)
- Special Improvement

Pedestrian / Bicycle Path Improvement

EXHIBIT "C"

1/1/93 - 12/31/97

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as lessor under that certain lease agreement (MASTER LEASE) entered into with

SEA WORLD, INC.

(LESSEE) and filed in the Office of the City Clerk as document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

PEPSI-COLA COMPANY (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified by the MASTER LEASE which is presently 2.5% of gross income. However, this percent is subject to change in accordance with the terms of the Lease Amendment dated December 12, 1983, filed in the office of the clerk as document number RR-259814.

   2.5 It is noted that, regardless of Paragraph 8 of the Sponsorship Agreement, this document as well as the Sponsorship Agreement are public records under the California Public Records Act.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the CITY Manager.

THE CITY OF SAN DIEGO

Dated 10-11-93

By Robert Collins
Robert Collins, Deputy Director
Property Management Division

APPROVED AS TO FORM
John W. Witt, City Attorney

Dated 10/12/93

By
Chief Deputy

AGREED TO:
SEA WORLD, INC.

Dated 5-5-94

By C. Michael Cross (by DAW)

PEPSI-COLA COMPANY

Dated 4/19/94

By
Sr

JVN:rc

AKM\agr\282
10/22/93

AGREEMENT

This Agreement is made and entered into with effect from the 1st day of January 1993 between the PEPSI-COLA COMPANY, a division of PepsiCo, Inc., a North Carolina corporation, having its principal place of business at One Pepsi Way, Somers, New York 10589, ("Company") and BUSCH ENTERTAINMENT CORPORATION, a Delaware corporation, having its principal place of business at One Busch Place, St. Louis, Missouri 63118 ("Account").

WITNESSETH:

WHEREAS, Company desires to obtain certain soft drink product availability rights and to advertise certain soft drink products of the Pepsi-Cola Company on signs located in and around Sea World of California, a division of Sea World, Inc., (collectively referred to as the "Park") and

WHEREAS, Account is vested with the authority to grant the following advertising and soft drink product availability rights to Company and is willing to do so for the consideration stated herein; and

WHEREAS, this Agreement is primarily an advertising agreement, entered into for the purpose of creating an association between products of the Pepsi-Cola Company and the Park, and exclusive product availability rights are necessary to ensure that the association between such products and the Park is not undermined or diluted;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Term

Company shall have the rights provided herein for a term of five (5) years, beginning January 1, 1993 and ending December 31, 1997 ("Term"), unless mutually extended by written agreement of the parties or unless sooner terminated as provided herein.

2. Grant of Advertising Rights

a. Account hereby grants to Company the exclusive right to advertise "Beverages", as such term is defined in Exhibit A attached hereto and made a part hereof by this reference, in the Park, including, but not limited to, on advertising panels located on the Beverage dispensing equipment, menu boards at all locations featuring Beverages; and in-Park signage. The design layout and content of the Advertising Copy, hereinafter defined as meaning any words, slogans, logos, designs or comparable

creative effort with respect to the advertising of the Beverages, shall be subject to Account's prior written approval, which approval shall not be unreasonably withheld. It is understood that, for purposes of this Agreement, references to the "Park" and "in the Park" shall be deemed to be references to the entire premises of the Park, including the area in and around the Park itself.

b. Account agrees to consider presentations by Company regarding the advertising and supply at the Park of additional soft drink and non-soft drink, non-alcoholic beverage products, including unsweetened, flavored or unflavored sparkling waters or still waters, and non-carbonated fruit drinks, which are manufactured by Company, but not initially supplied to the Park under this Agreement. During the Term, Account shall notify Company from time to time of its opportunity to make such presentations.

3. Consideration

For the exclusive advertising, product availability and other rights described herein:

a. Company shall pay to Account sponsorship fees of Three Hundred Sixty Thousand Dollars ($360,000) per year of which Two Hundred Sixty Thousand Dollars ($260,000) will be paid to Park food service departments each year. The first such payment of $260,000 for 1993 shall be made on execution of this Agreement and each succeeding payment of $260,000 shall be made on or before January 15 of each year thereafter. Account shall invoice Company thirty (30) days prior to all payment dates. The balance for each year will be allocated to the Marketing Department of the Park for use in support of mutually agreed upon activities which may include: annual promotions, and supplemental support of Park or Pepsi programs ("Sponsorship Fees"). Company shall pay Account the balance of the payments for each year throughout the year as costs are incurred and invoiced by Account to Company. In the event the annual Sponsorship Fees for a given contract year are not expended by January 1 of the succeeding contract year, such excess funds will be carried forward into the succeeding contract year, if any.

b. As to the Park, Company shall accrue for Account an annual merchandising allowance based on a rate of $.30/gallon of Pepsi-Cola post-mix products purchased by Account. This allowance shall be used for mutually agreed upon menu board logos, other in-Park merchandising signage, support of logoed cups and in-Park product-related promotions featuring trademarks and products of the Company. The merchandising allowance shall be paid by Company to Account throughout each year as costs are incurred and invoiced by Account to Company. In the event the annual merchandising allowance for a given contract year is not

expended by January 1 of the succeeding year, such excess funds will be carried forward into the following contract year.

c. As to the Park, Company shall accrue for Account a service/operations allowance based on a rate of $.10/gallon of Pepsi-Cola post-mix products purchased by Account. This allowance shall be used for unusual or unanticipated service or operational expenses. The service allowance shall be paid by Company to Account on a quarterly basis as costs are incurred and invoiced by Account to Company. In the event the service/operations allowance for a given contract year is not expended by January 1 of the succeeding year, such excess funds will be carried forward into the following contract year.

4. Product Availability and Other Advertising Rights

a. During the Term of this Agreement, Account agrees that Pepsi-Cola Products shall be the exclusive Beverages sold or made available at the Park in post-mix form, as listed in Exhibit A, and such other products as may be agreed upon from time to time (the "Products"). Account agrees to purchase, or to cause the food service division of the Park to purchase a sufficient quantity of Products to insure the regular, continuous distribution of Products at the Park. Company shall supply sufficient quantities of Products for the needs of the Park on a prompt and regular basis.

b. Company shall sell post-mix Products to the Park for fountain service at Company's lowest national wholesale price.

c. Company shall have the right to advertise the fact that Products are available in the Park and the beverage Pepsi-Cola shall be designated the "Official Soft Drink" of the Park, subject to the provisions of Section [2] hereof.

d. Account shall grant Company the right to be the exclusive beverage marketing partner in the Park in programs incorporating the Products as defined above.

e. Company shall have the right to advertise that the Company sponsors the Sea Lion and Otter Show at the Park. Such sponsorship of the Park attraction may be changed during the term of this Agreement by mutual agreement of the parties.

f. All equipment dispensing Products in the Park shall carry panels that advertise such Products and are clearly visible to the purchasing public. Where it is not possible to provide such trademark advertising visible to the public, Account shall otherwise provide for the prominent display of such point-of-sale advertising in a manner and location mutually acceptable to Company and Account.

g. Account further agrees that at all food and refreshment outlets at the Park, Account will prominently list in logo type, on each outlet's menu board, and if applicable, menus and point-of-sale signage, all Products which are served at that particular location. The original menu board additions will be funded by the merchandising allowance referred to in Section [3(b)] hereof. Account agrees that it will regularly review Company's in-Park signage and recommend refurbishing or other similar updating.

h. Beverages shall be available only in Company's approved cups (the "Approved Cups") incorporating the full color Pepsi logo, at all locations in the Park where Beverages are sold or dispensed. The design for Company's currently Approved Cups is set forth on Exhibit B, attached hereto and made a part hereof by this reference, and is subject to modification as mutually agreed by Company and Account in writing.

i. Company shall have the right of access to advertising panels with respect to the Products at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the advertising appearing thereon at Company's cost and its discretion. Account further agrees that there shall be no alteration of Company's advertising in the Park without Company's consent in writing, that no advertising or structures shall be permitted to obstruct the view of Company's advertising, except as provided below and that no one, including the media, shall be permitted to drape or otherwise obscure any advertising message of Company at any time or for any reason. Company, as owner of the advertising panels, shall maintain the advertising panels in good order and repair. In connection with the televising of any program or commercial at the Park, the advertising panels may be temporarily covered if required by the station or talent, at no cost to Company.

j. Company shall have the right to have the full color Pepsi logo appear in all sponsor collateral logo listings, such as Park guides, brochures or maps, provided the collateral piece is printed in full-color and space allows this treatment for all sponsors.

k. The Park agrees to add the Pepsi color logo to portable drink cart canopies, if such logo is not already prominently carried on the drink cart in a location other than on the drink heads or menu boards. The extent and type of this Pepsi logo exposure will be mutually agreed upon by the parties.

5. Competitive Products

Any and all Beverages other than the Products, including Beverages manufactured or distributed by Coca-Cola Company and its affiliates, shall be deemed to be "Competitive Products" for

purposes of this Agreement. During the entire Term and any renewal or extension thereof:

a. No Competitive Products may be sold, dispensed or served anywhere at the Park except as provided in (d) below.

b. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Park.

c. No agreement or relationship will be entered into or maintained by Account pursuant to which Competitive Products are associated in any manner with the Park in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Competitive Products and the Park.

d. In connection with a private event (not open to the public) held at the Park, Competitive Product may be served to the attendees of the private event. In this event, however, there will be no alteration of Account's advertising or removal of its equipment. Further, Account's equipment will not be used in dispensing any Competitive Product.

6. Equipment and Service

a. Company shall loan to Account, at no cost to Account, (i) that soft drink dispensing equipment which is currently installed at the Park ("Equipment"), and (ii) any additional equipment reasonably required by Account in order to replace or upgrade Equipment or to equip new locations in the Park where Account elects to dispense soft drinks.

b. Account agrees that the Equipment may not be removed from the Park without Company's written consent, and Account agrees not to encumber the Equipment in any manner or permit any attachment thereto except as authorized by Company. Account shall be responsible to Company for any loss or damage to said Equipment caused by the intentional acts or negligence of Account, its agents or representatives.

c. In addition, Company will provide Account with free repair and replacement service calls which are necessary to maintain or replace the supplied equipment. Service shall be provided during normal business hours, and Company shall not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Company, and shall not be liable for damages of any nature arising out of delays in rendering service.

d. Also, if requested by Account, Company will provide CO_2 to the Park, if in Account's sole discretion, Company can provide such CO_2 in a form compatible with current operational needs and at the lowest market price.

7. Tickets, Miscellaneous

a. Account shall use best efforts to undertake in cooperation with Company at least one in-Park promotion featuring the Products at the Park on an annual basis as mutually agreed by the parties beginning in the year 1994. The promotions will be funded by the merchandising allowance referred to in Section 3(b) hereof.

b. As mutually agreed and at no charge (except for Park admission, food and beverage), Account shall provide Company with use of Park venues for use of hospitality functions during regular operating hours, subject to availability.

c. Account shall cause the Park to provide Company with access to hospitality rooms for small groups (4-8 people) in the Park's Hospitality Center when reserved in advance and if space is available. Larger hospitality events (15+ people) will need to be booked through the sales or marketing office of the Park.

d. Catering for all in-Park Company events will be made available at a 10% discount off regular rates for groups from 0 to 2,000 persons, and at a 20% discount for larger groups. Gratuities are not discounted.

e. Company, with prior Account approval for each use, and subject to Section 21 hereof, shall have the right to use the Park's names, photographs, films or other representations of the Park in connection with advertising or promotion of the Products.

f. Account shall supply Company with complimentary tickets, vouchers and coupons on the following annual basis: (i) 1,000 complimentary tickets per year (does not include tickets negotiated in conjunction with promotional activities), (ii) 2,000 25%-off vouchers or coupons, and (iii) 100 50%-off vouchers or coupons.

g. Account shall make available to Company for promotional or internal use, Park merchandise at retail price less 30% (plus any additional freight). The purpose for the request, area of distribution and quantity will all be preapproved by Account to insure appropriateness, and to avoid potential Park or licensing conflicts.

h. Account shall offer at the Park on a test basis Pepsi logoed merchandise, pre-approved by Account, for sale to Park guests in at least one location in the Park, and will use its

best efforts to select a location in close proximity to the sponsored attraction. The Park shall contact the merchandise manufacturers directly for appropriate wholesale pricing, will retain all profits from such sales and shall not be obligated to pay any royalty or other consideration to Company on such sales.

i. Account shall provide Company with traditional VIP benefits at the Park, such as tours and gifts at no cost, as permitted under Account's corporate standards and policies.

j. Account shall provide Company with public relations support at the Park for special events and other related activities with prior notice at no cost.

k. Account will use reasonable efforts to utilize Company affiliated restaurants when looking for a fast food promotional partner. Company in return will use reasonable efforts to utilize Account's theme parks when seeking a theme park promotional partner for those Pepsi-Cola restaurants.

l. Account may elect to produce joint promotional spots with Company in support of mutually agreed upon promotional activities. The allocation of production and media costs for such promotional spots will be mutually agreed upon for each such promotional spot.

8. Termination

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, upon the occurrence of any one or more of the following:

(i) material default by the other party in performance of any of the provisions of this Agreement, which default is not cured or for which substantial steps have not been taken to cure such default within thirty (30) days following written notice of such default to the defaulting party, and which default is not the result of a cause beyond the reasonable control of the defaulting party;

(ii) if any of the representations or warranties made by the other party in this Agreement shall prove to be untrue in any material respect;

(iii) the making by the other party of an assignment for the benefit of creditors;

(iv) the appointment of a trustee, receiver or similar officer of any court for the other party or for a substantial part of the property of the other party, whether with or without the consent of the other party; or

(v) the institution of bankruptcy, composition, reorganization, insolvency or liquidation proceedings by or against the other party without such proceedings being dismissed within thirty (30) days from the date of the institution thereof.

(b) Account may terminate this Agreement at any time without liability if Company or any of Company's Divisions acquires control of or becomes subject to the control of:

(i) a third party whose primary business activity is either the production, distribution or sale (other than at retail) of alcoholic or non-alcoholic malt beverages or the operation of a theme park;

For purposes of this Agreement, the ownership of at least twenty percent (20%) of a party's outstanding shares having voting rights (under all circumstances) shall be deemed to constitute control of such party.

(c) Account may terminate this Agreement at any time without liability if Company fails to provide any of the Products to the Park upon reasonable request of Account, such time not to exceed six (6) hours, and such failure is not the result of a cause beyond the reasonable control of Company. In the event Company is unable for any reason to supply Products to the Park, Account shall be free to obtain Beverages from another source until such time Company is able to resume delivery to the Park.

(d) Upon Company's termination of this Agreement, Account shall promptly refund to Company a pro-rata amount of the compensation paid to Account by Company pursuant to Section [3(a)], for the Contract Year during which such termination shall have occurred.

(e) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

9. Right of First Refusal-Advertising and Product Availability

Upon termination of this Agreement, Company shall have the right of first refusal with respect to any similar agreement regarding advertising and product availability rights. As used herein, the right of first refusal shall mean that Account shall negotiate exclusively with Company for a period of sixty (60) days prior to the termination of this Agreement. After such exclusive negotiation period, Account shall be free to negotiate with any person, however, if Account receives a "bona fide offer" (as hereinafter defined) regarding such rights from a third party, then Account shall be obligated to communicate such offer

to Company, and Company shall have thirty (30) business days from the date of such communication to offer to contract with Account on terms no less favorable to Account than those contained in the bona fide offer of the third party. In no event shall Account enter into a contract with a third party upon terms and conditions more favorable to such third party than those offered to Company. As used herein, the term "bona fide offer" shall mean a proposed agreement concerning rights and obligations similar to those herein, which agreement, if executed by Account and the third party would be legally binding.

10. Authority

Each party represents and warrants that it has the full right and authority to enter into this Agreement and to grant and convey the rights set forth herein.

11. Indemnification

(a) Account shall indemnify and hold Company harmless from and against any and all claims (including any claimants' attorneys' fees), damages, liabilities, costs and expenses, including, but not limited to, attorneys' fees incurred by Company in the defense of any such claims, arising out of or in connection with: (i) any breach or alleged breach by Account of any provision of this Agreement; or (ii) any act or omission to act of Account, its employees or agents in the performance of this Agreement or in furtherance of the purposes of this Agreement.

(b) Company shall indemnify and hold Account harmless from and against any and all claims (including any claimants' attorneys' fees), damages, liabilities, costs and expenses, including, but not limited to, attorneys' fees incurred by Account in the defense of any such claims, arising out of or in connection with: (i) any breach or alleged breach by Company of any provision of this Agreement; (ii) any act or omission to act of Company, its employees or agents in the performance of this Agreement or in furtherance of the purposes of this Agreement; (iii) the character, contents and subject matter of the Advertising Copy supplied by Company; or (iv) the production, marketing, sale and/or distribution of Company's Products which is not the result of the gross negligence or wilful misconduct of Account, the Park, or their employees or agents.

(c) The indemnitee shall give the indemnitor prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee with counsel reasonably satisfactory to the indemnitee and will upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such

participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

12. Insurance

Company and Account agree to obtain and keep in force during the Term of this Agreement comprehensive programs of risk retention and/or insurance in such amounts as each shall determine in their own discretion to be necessary and prudent to satisfy the indemnity provisions set forth above. If requested by the other party, Company and Account shall provide certificates evidencing such coverage, and confirming the other as an additional named insured, and that such coverage will not be canceled or restricted without reasonable notice to the other party.

13. Compliance with Government Standards

Company represents and warrants to Account that the Products (a) will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetics Act, and any amendment thereto, including but not limited to the Food Additives Amendment, and shall not be articles of food which may not be sold in interstate commerce under the provisions of sections 4 and 5 of such Act, (b) will not be adulterated or misbranded or packaged in misbranded containers within the meaning of the terms of the Federal Hazardous Substances Labeling Act, (c) will not be adulterated or misbranded within the meaning of any state or local law or regulation which is comparable to the Federal Food, Drug, and Cosmetic Act or the Federal Hazardous Substances Labeling Act, and (d) will be good and merchantable and fit for the purposes for which they are intended.

This warranty is in like terms extended and shall be applicable to any lawful state laws or municipal ordinances in which the definitions of adulteration or misbranding are substantially the same as those in said federal act. By the acceptance of this warranty, Account, its divisions or subsidiaries agree to notify Company promptly, in writing, of any demand, complaint or proceeding for a claimed violation of any of the above-mentioned laws, which involve or concern Company, giving the name and address of the complaining party and the Product concerned.

Company further agrees that in the event of customer or consumer complaints, claims or legal actions alleging death, illness or injuries resulting from a defect in the article shipped by Company or from a breach of the foregoing warranty,

Company shall defend, indemnify and save Account harmless from any and all liability and will assume full responsibility and expense of investigation, litigation and/or settlement of any such complaint, claim or legal action, on the condition that such claim did not arise from acts or omissions on Account's part or on the part of Account's agents, employees or customers and/or from a cause or causes beyond Company's reasonable control, that the merchandise was handled under reasonable and customary conditions of sale by Account from the time of arrival of the merchandise until final sale to the consumer, and upon the further condition that Company be notified promptly of any such complaints, claims or legal actions.

14. Notices

Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when deposited, postage prepaid, in the United States mail, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing:

If to Company:
Pepsi-Cola Company
One Pepsi Way
Somers, NY 10589
Attn: Peter Leyh, Director of Entertainment Marketing

If to Account:
Busch Entertainment Corp.
One Busch Place
St. Louis, Missouri 63118-1852
Attention: John Roberts
President, Chairman of the Board

with a copy to:
Busch Entertainment Corp.
One Busch Place
St. Louis, MO 63118-1852
Attention: Bill Borger
Director of Corporate Sponsorships

15. Agreement Approval

Each party hereby represents and warrants that all necessary approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

16. Assignment

This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party.

17. Modifications

No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.

18. Relationship of Parties

The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other in any respect.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

20. Retention of Rights

Account and Company shall not obtain, by this Agreement, any right, title or interest in one another's trademarks nor shall this Agreement give Account or Company the right to use, refer to, or incorporate in marketing or other materials the corporate or trade name, logos, trademarks, service marks or copyrights (collectively "Trademarks") of the other without prior written consent of the other. All use by a party of the other party's Trademarks shall inure to the exclusive benefit of the owner of the Trademarks.

21. Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

22. Entire Agreement

This Agreement, including Exhibits A and B, shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party.

This Agreement may be amended only in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

PEPSI-COLA COMPANY

By: _____

Printed Name: Joseph Tuluso

Title: VP Entertainment

Date: 12/13/93

BUSCH ENTERTAINMENT CORPORATION

By: _____

John Roberts
President, Chairman of the Board

Date: 1/4/94

EXHIBIT A

1. Whenever used in this Agreement, the term "Beverages" shall mean:

a. all carbonated, natural or artificially-flavored nonalcoholic beverages for independent consumption and for use as mixers with alcoholic beverages and otherwise; and

b. all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages above are made.

c. it is expressly acknowledged that (a) above does not include, among other beverages, flavored or unflavored sparkling or still water, noncarbonated 100% juices, noncarbonated juice-containing drinks or teas.

2. Whenever used in this Agreement, the term Products shall mean:

Pepsi-Cola, Diet Pepsi-Cola, Crystal Pepsi, Diet Crystal Pepsi, Caffeine free Pepsi, Diet Caffeine free Pepsi, Wild Cherry Pepsi, Mug Root Beer, Mountain Dew, Diet Mountain Dew, Teem, Orange Slice and Lemon Lime Slice.

EXHIBIT B

(attach approved cup graphics]

1/1/92 - 12/31/96

CONSENT TO SPONSORSHIP AGREEMENT

The CITY of San Diego (CITY), as lessor under that certain lease agreement (MASTER LEASE) entered into with

SEA WORLD, INC.

(LESSEE) and filed in the Office of the CITY Clerk as document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

ADOHR FARMS DAIRY (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified by the MASTER LEASE which is 2.5%.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the City Manager.

THE CITY OF SAN DIEGO

Dated 7-28-93

By _____
Supervising Property Agent

APPROVED AS TO FORM
John W. Witt, City Attorney

Dated 7/29/93

By _____
Chief Deputy

AGREED TO:
SEA WORLD INC.

Dated 8/13/93

By _____

ADHOR FARMS DAIRY

Dated 8/27/93

By _____

JVN:rc

AGREEMENT

THIS AGREEMENT is made as of the 1st day of January, 1992, by and between ADOHR FARMS DAIRY ("ADOHR"), a Delaware corporation with its principal place of business in Santa Ana, California and SEA WORLD, INC. ("SEA WORLD"), a Delaware corporation with its principal place of business in Orlando, Florida.

WITNESSETH:

WHEREAS, Sea World owns and operates a marine life park near San Diego, California (the "Park") which offers to the public for an admission price a variety of exhibits, attractions and entertainment; and

WHEREAS, Adohr desires to publicize its corporate name and the names of its products and to further its business by sponsoring certain ice cream stands in the Park (the "Attractions");

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. Operation and Control of Attractions.

(a) Sea World shall cause the Attractions to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Park. Attractions in operation as of the execution of this Agreement are described in Attachment A hereof; however, Sea World may change the number and locations of such Attractions on any given day to accommodate fluctuations in attendance patterns.

(b) Sea World shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Attractions, including the resale of ice cream products sold to Sea World by Adohr.

(c) Sea World shall operate the Attractions in a first class manner consistent with the standards of such facilities in the food industry.

2. Purchase of Adohr Products.

(a) During the term of the Agreement, Adohr agrees to supply, and Sea World agrees to buy from Adohr for sale throughout the Park, all of Sea World's requirements for certain ice cream and dairy products of the types and flavors more specifically identified on Attachment B hereto (the "Products"). All such Products will meet Adohr's standard product specifications and will be sold to Sea World at prices equivalent to the prices then currently being charged to institutional food service purchasers of comparable volume in Adohr's San Diego, California marketing area.

(b) In the event that Adohr is unable to supply any Product to Sea World within seventy-two (72) hours of its order, Sea World may order its requirements for such Product from other suppliers.

3. Advertising and Promotion by Adohr.

(a) During the term of this Agreement, Adohr shall have the right, subject to Subparagraph 3(c) hereof:

(i) to use the name "Sea World ~~of California~~" in connection with advertising or promotion of the Adohr name and Adohr products, including advertising by means of radio, spot television, point of sale on product containers or similar media;

(ii) to use photographs, films or any other representations of the Attractions or the Park in connection with such advertising or publicity; and

(iii) to have displays and signs bearing the trademark name "Adohr Farms" and designating Adohr as the Attractions' sponsor placed on, around and/or within the Attractions located in the Park as well as on Park brochures, maps and show schedules and at all other locations dispensing the Products. All costs associated with manufacturing, purchasing, constructing, installing, erecting, maintaining and removing such displays and signs shall be the sole responsibility of Adohr.

(iv) to have "Adohr Farms" mentioned as the Attraction sponsor of the Seal and Sea Lion/Walrus Exhibit in all education staff announcements and narrations pertaining to the Exhibit.

(b) No signs, displays or other items identifying Adohr or Adohr's Products may be erected, installed, or otherwise used in the Attractions or the Park without the prior written approval of Sea World, which approval is designed to assure that the number and appearance of such items are consistent with the general theme and aesthetics of the Attractions and the Park. Signs, displays and other advertising materials erected, installed, used in, or placed around or within the Attractions without prior written approval of Sea World may be removed by Sea World at the sole cost and expense of Adohr.

(c) No advertising material (including but not limited to signs and publicity copy, photography art work and layout) using (i) the name or any symbol of Sea World; (ii) any photographs or other representation of the Park; or (iii) any Sea World trademarks, tradenames, logos, product identification or artwork may be published, displayed, distributed or broadcast by or on behalf of Adohr without the prior written consent of Sea World. Adohr shall submit all such proposed materials to Sea World, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Sea World agrees to notify Adohr regarding approval or disapproval of such advertising materials within ten (10) business days of receipt of

Adohr's request for approval. Sea World shall have ten (10) business days following receipt of such submission to notify Adohr of its disapproval of such advertising materials. In the absence of any such notification by Sea World, Sea World shall be deemed to have approved such advertising materials. Adohr agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

(d) Adohr agrees to grant Sea World promotional support of the Park via carton side panels at least one time during each Contract Year, including 1/2 pint sizes when available.

4. Advertising and Promotions by Sea World.

(a) Subject to Subparagraph 4(b) hereto, Sea World shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attractions or any portion thereof.

(b) No advertising materials (including but not limited to publicity copy, photography art work and layout) using (i) any Adohr trademarks, tradenames, logos, product identification or artwork; or (ii) any photographs or other representation of the Attractions or any portion thereof may be published, displayed, distributed or broadcast by or on behalf of Sea World without the prior written consent of Adohr. Sea World shall submit all such proposed materials to Adohr, together with a brief statement as to the use to which such materials will be put and the media through which and the period of time during which such materials will be broadcast, published, distributed or displayed. Adohr agrees to notify Sea World regarding approval or disapproval of such materials within ten (10) business days of receipt of Sea World's request for approval. Adohr shall have ten (10) business days following receipt of such submission to notify Sea World of its disapproval of such advertising materials. In the absence of any such notification by Adohr, Adohr shall be deemed to have approved such advertising materials. Sea World agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

5. Term.

The term of this Agreement shall commence on January 1, 1992 and, unless terminated sooner in accordance with the terms hereof, shall end on December 31, 1996.

6. Annual Fee.

For the acquisition of its rights hereunder, Adohr shall pay Sea World an annual fee (the "Annual Fee") in accordance with the following schedule:

Rate Schedule

Contract Year	Rate Per Thousand Guests Entering the Park	Guaranteed Minimum Payment
1992	$15.92	$30,000.00
1993	$15.92	$30,000.00
1994	$16.72	$30,000.00
1995	$16.72	$30,000.00
1996	$16.72	$30,000.00

Upon execution of this Agreement, and thereafter on or before March 1st of the second and each succeeding Contract Year, Adohr shall pay Sea World fifty percent (50%) of the Annual Fee based upon Sea World's projected Park attendance for such Contract Year (the "Estimated Payment"). Sea World shall submit an invoice for the Annual Fee pertaining to such Contract Year on or before January 15th following the end of such Contract year. The invoice shall contain the following:

(a) The actual number of guests admitted to the Park during the applicable Contract Year (the "Actual Park Attendance");

(b) The Annual Fee rate set forth in the above Rate Schedule applicable to such Contract Year;

(c) The total Annual Fee due for such Contract Year based upon (i) Actual Park Attendance or (ii) the Guaranteed Minimum Payment set forth in the above Rate Schedule applicable to such Contract Year, whichever is greater;

(d) The Estimated Payment received by Sea World relating to such Contract Year; and

(e) The remaining unpaid balance, immediately due and payable, which shall reflect the Annual Fee less the Estimated Payment for such Contract Year.

If any payment date hereunder falls on a Saturday, Sunday or legal holiday, payment shall be due on the next succeeding day which is not a Saturday, Sunday or legal holiday. For the purposes of this Agreement, the term "Contract Year" means a period commencing on January 1 and continuing through and including the last day of December of such year during the term hereof.

7. Limitations on Promotional Items.

(a) Adohr shall not, without Sea World's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict Sea World of California or any other Sea World trademarks, tradenames, logos, product identification or artwork.

(b) Sea World shall not, without Adohr's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict the name "Adohr Farms", or any other Adohr trademarks, tradenames, logos, product identification or artwork.

8. Sale of Adohr's Products.

At all times during the Term of this Agreement, Sea World will not grant to other dairy products companies rights substantially similar to those granted to Adohr hereunder, except as regards products not identified on Attachment B. Sea World retains the right to sell out its current stock of other dairy products from any location at the Park other than the Attractions.

9. Sponsorship Benefits Provided to Adohr.

(a) Adohr Farms shall be designated as the "Official Dairy" of the Park.

(b) Sea World shall provide to Adohr one (1) trade/sales force party each Contract Year for up to 200 guests, including Park admission, appetizers, soft drinks and gifts. The retail value of such party shall not exceed $2,000.00 per party. Adohr may, at its options, receive 200 complimentary admissions to the Park in lieu of the party.

(c) Notwithstanding Paragraph 10(b), Sea World agrees to provide Adohr with 100 complimentary admissions to the Park per year for each $10,000.00 of Annual Fees paid by Adohr per year to Sea World.

(f) Sea World shall institute a ticket voucher program, at Adohr's request, to provide tickets to Adohr key accounts and VIPs at a 25% discount.

10. Indemnity.

(a) Adohr will indemnify, protect, defend, and hold harmless Sea World, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Adohr's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Adohr of any provision hereof, or (ii) any act or omission of Adohr, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof.

(b) Sea World will indemnify, protect, defend, and hold harmless Adohr, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and agents, from and

against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including, without limitation, amounts paid in settlement with Sea World's consent, attorneys' fees, court costs, and other legal expenses, arising from or connected with (i) any alleged or actual breach by Sea World of any provision hereof, (ii) any act or omission of Sea World, its employees or agents in the performance of this Agreement or otherwise in furtherance of the purposes hereof, or (iii) the operation of the Park and the Attractions.

(c) Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Expiration or earlier termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

11. Insurance.

The parties agree that the letters attached hereto as Attachments C and D, which describe their respective self-insurance programs shall be deemed part of this Agreement. The parties shall have the rights and obligations with respect to such programs as are set forth in such letters.

12. Termination.

(a) Either party shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which such terminating party may be entitled, (i) effective upon the other party's receipt of termination notice, following the occurrence of a material default by the other party in performance of any of the provisions of this Agreement, which default is not cured within thirty (30) days following written notice of such default to the defaulting party, and (ii) effective as of the end of any Contract Year, following written notice of such termination to the other party at least thirty (30) days prior to the end of such Contract Year.

(b) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

13. Force Majeure.

If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of either of the Park for a temporary period, the term of this Agreement shall be extended with respect to such Park for an equal period.

14. Expenses; Maintenance of Books and Records.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the term of this Agreement and for a period of at least two (2) years following the termination of this Agreement, Adohr shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to Sea World for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Adohr to or for the benefit of any Sea World employee or agent who may reasonably be expected to influence Sea World's decision to enter into this Agreement, or the amount to be paid by Sea World pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. Sea World and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Independent Contractors.

The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

16. Failure to Object Not a Waiver.

The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

17. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by certified mail, return receipt requested, addressed to the parties as follows:

If to Adohr: Adohr Farms Dairy
4002 West Westminster Avenue
Santa Ana, CA 92703
ATTN: Mike Greenwald
Also ATTN: JAMES DUFFY

If to Sea World: Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109
ATTN: Director of Corporate Sponsorships

With a copy to: Busch Entertainment Corporation
One Busch Place
St. Louis, MO 63118
ATTN: Melvin L. Bilbo

or to such other address as either party may provide to the other in accordance herewith.

18. Successors and Assigns.

Neither party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other party. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

19. Miscellaneous.

(a) Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

(b) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

(c) This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.

(d) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(e) Should any party commence legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs.

(f) This Agreement is to be construed in accordance with the laws of the State of California applicable to contracts wholly made and performed therein.

(g) Sea World and Adohr agree to comply with all applicable federal, state and local laws, rules and regulations (including any local food and health code ordinances) in performing their obligations under this Agreement.

(h) The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

ADOHR FARMS DAIRY

By: _____

Title: Vice President

SEA WORLD, INC.

By: _____

Title: President

Post-it™ brand fax transmittal memo 7671 | # of pages ▸ 1

To M. Greenwood	From B. Borger
Co.	Co.
Dept.	Phone #
Fax #	Fax #

ATTACHMENT A

Attractions
Sea World of California - San Diego, CA

(A) SOFT SERVE ICE CREAM STANDS, located

(1) near Shamu Stadium and the Forbidden Reef Exhibit

(2) adjacent to the temporary Anheuser-Busch Hospitality Center

(B) SEAL AND SEA LION/WALRUS EXHIBIT - SPONSOR

ATTACHMENT B

Adohr Farms Products

Homogenized Milks
Low Fat Milks
Non Fat Milks
Skim Milks
Buttermilk
Cultured Milks
Chocolate and Flavored Milks
Heavy and Light Creams
Whipping Creams
Miscellaneous Frozen Novelties (excluding the "Shamu Bar", the sale of which shall not be affected by this Agreement)
Plain and Flavored Yogurts
Aerosol Cream Topping
Coffee Creamers (dairy and non-dairy)
Milk Shake Base
Soft Ice Cream Mix
Frozen Yogurt
Sterilized Milks and Creams
Half & Half
Sour Creams
Cottage Cheese
Ice Cream (bulk or package - any and all brands)
Ice Milk (bulk or package)
Ice Milk Mixes

1/1/91 - 12/31/94

CONSENT TO SPONSORSHIP AGREEMENT

The CITY of San Diego (CITY), as lessor under that certain lease agreement (MASTER LEASE) entered into with

SEA WORLD, INC.

(LESSEE) and filed in the Office of the CITY Clerk as document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

CORRECT CRAFT, INC. (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified by the MASTER LEASE which is 2.5%.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the CITY Manager.

Dated 8-3-93

THE CITY OF SAN DIEGO

By _____
Supervising Property Agent

APPROVED AS TO FORM
John W. Witt, City Attorney

Dated 7/29/93

By _____
Chief Deputy

AGREED TO:
SEA WORLD INC.

Dated 8-13-93

By _____

CORRECT CRAFT, INC.

Dated 9-3-93

By _____
V.P. MKTG

JVN:rc

AGREEMENT
BY AND BETWEEN
CORRECT CRAFT, INC. AND
SEA WORLD, INC.

AGREEMENT, dated January 1, 1991, entered into by and between Sea World of California, a division of Sea World, Inc. (hereinafter referred to as "Sea World") and Correct Craft, Inc. (hereinafter referred to as "Correct Craft") (hereinafter referred to as the "Agreement").

WHEREAS, Sea World owns and operates a marine life park in San Diego, California (hereinafter referred to as the "Park"); and

WHEREAS, the Park contains numerous shows, exhibits and attractions, particularly a water ski show (hereinafter referred to as the "Ski Show"); and

WHEREAS, Correct Craft is in the business of manufacturing boats, including water ski boats and trailers (hereinafter referred to as the "Product(s)"), and in furtherance of its business, Correct Craft desires to promote and publicize Correct Craft's corporate name and its Product(s) as the "Featured Power Supplier" for the Ski Show; and

WHEREAS, Correct Craft and Sea World desire to enter into this Agreement naming Correct Craft as the "Featured Power Supplier" for the Ski Show, providing for certain obligations of Correct Craft and Sea World, as more particularly described herein;

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. TERM AND TERMINATION

1.1 Term. The term of this Agreement shall be for a period of four (4) years (hereinafter each year of the term hereof shall be referred to as a "Contract Year") from the Commencement Date of January 1, 1991 and terminating on December 31, 1994, unless sooner terminated as hereinafter provided.

1.2 Review of Contract. The terms of this Agreement shall be reviewed by the parties at least ninety (90) days prior to the end of each Contract Year to determine whether the Agreement continues to serve the best interests of the parties and meets the competition. At such time, the parties may agree to modify, amend, continue or terminate this Agreement in accordance with Paragraph 1.3.

1.3 Termination. Both Sea World and Correct Craft shall have the right to terminate this Agreement upon delivery of written notice to the other party no later than ninety (90) days prior to the end of any Contract Year, such termination to be effective as of the first day of Contract Year immediately following delivery of such notice; timely notice being of the essence of this provision.

2. PRODUCT SALE

2.1 Product Sale. In full consideration of all of the terms and provisions of this Agreement, Correct Craft hereby agrees to sell and transfer to Sea World, and Sea World hereby agrees to purchase and receive from Correct Craft, the Products identified in Exhibit "A" attached hereto and incorporated herein by this reference, at the prices scheduled thereon, for Sea World to own and use in accordance with the terms and provisions of this Agreement. Sea World shall pay all transfer taxes, license fees and fees associated with the transfer, use and ownership of the Products. Correct Craft shall, without cost to Sea World, deliver the Products to Sea World at the Park no later than April 1, 1991. The Products shall at all times remain the property of Sea World unless Correct Craft exercises its option to repurchase the Products as provided in Paragraph 2.5 or unless the Products are exchanged as provided in Paragraph 2.6. The Products shall be covered by the standard manufacturer's warranty.

2.2 Servicing of the Products. Sea World shall be responsible for maintaining the Products in good working condition, repair and appearance; normal wear and tear excepted. The parties understand and acknowledge that the Ski Shows will be performed several times daily and that the Products will be frequently used by Sea World.

2.3 Operation of the Products. Sea World hereby covenants that the Products shall be operated and driven exclusively by Sea World employees or Sea World's authorized representatives at all times. Sea World, its employees and representatives shall abide by the United States Coast Guard rules and regulations for safe boating and shall operate the Products in accordance with the owner's manual provided by Correct Craft.

2.4 Modification. Sea World shall not, at any time, alter, modify, supplement or otherwise change the appearance or physical components for the Products or any part thereof, without the prior written consent of Correct Craft and then only under the supervision and direction of Correct Craft, Inc.

2.5 Repurchase Agreement. Sea World hereby grants Correct Craft a right of first option to repurchase the Products identified in Exhibit "A" for the original purchase price as scheduled in Exhibit "A" (the "Purchase Price"). This option is exercisable within sixty (60) days after the Notice of Termination is given under Paragraph 1.3 of this Agreement or at the expiration of the term of this Agreement as provided in Paragraph 1.1. Sea World further agrees that it will not sell, give, grant, bargain, convey, lease, loan or otherwise dispose of any interest it has in the Products to any entity or person not a party to this Agreement during the term of this Agreement and for two (2) years thereafter without offering Correct Craft a right of first refusal of the Products at the Purchase Price.

2.6 Exchange of Products. In addition to the repurchase rights contained hereinabove, and except as set forth in Exhibit "A", Sea World may elect, every six (6) months, to exchange the Products currently in use for new Products by notifying Correct Craft in writing of such election at least sixty (60) days prior to such exchange. In that event, Correct Craft may repurchase the current year's Products for One and no/100 Dollar ($1.00) in exchange for replacing the current year's Products with the succeeding year's comparable Products. Each party shall bear its own transfer taxes and costs associated with the transfer of Products in its favor.

2.7 Fit For Intended Use. Sea World has provided Correct Craft with an outline of the Ski Shows and Correct Craft represents that the Products supplied under this Agreement are fit for their intended use in the Ski Shows.

3. IDENTIFICATION, PROMOTION AND DISPLAY

3.1 Identification. Correct Craft shall have the right to affix such corporate or product name, logos and other symbols, as Correct Craft shall elect on the normal surface areas of the Products, in a manner

whereby such marks shall be clearly visible to the public during use of the Products in the Ski Shows, including, without limitation, the right to affix marks not ordinarily affixed to such Products; provided, however, that such marks do not interfere with the use or operation of the Products. Correct Craft shall advise Sea World of its precise corporate or product names, logos or other symbols to be affixed, so that Sea World may properly identify Correct Craft at the Ski Shows. Cost of any change in such corporate or product names, logos or other symbols incorporated into the Ski Shows shall be borne by Correct Craft.

3.2 Promotion. Sea World shall identify Correct Craft as the "Featured Power Supplier" of the Products in an oral presentation during or at the conclusion of each Ski Show. Sea World shall identify Correct Craft as the "Featured Power Supplier" of the Ski Show in maps and programs specific to the Ski Show which are distributed by Sea World to its guests. Sea World shall also mention Correct Craft in press releases prepared by Sea World's Public Relations Department as the "Featured Power Supplier" for the Ski Shows wherever applicable. Sea World will endeavor to incorporate Correct Craft in national promotions where appropriate and feasible, with Correct Craft's prior approval. Sea World shall be the final judge of the manner and form in which such references or identification shall be manifested, including without limitation, the manner and location in which Correct Craft's names and marks shall be used in and about the Ski Shows and the content, style, location, and manner of distribution of any graphic material, signs, maps, guide books, directories, programs, or other similar materials.

3.3 Display. Sea World shall cause signage of Correct Craft's corporate name and one display boat (hereinafter referred to as the "Display") to be installed substantially in accordance with the location, plans, specifications, and description agreed to by Sea World and Correct Craft. Sea World's staff shall assist Correct Craft at no cost in design and layout of the graphics and concepts and in the supervision of the construction and implementation of the plans for the Display. Sea World shall operate and maintain the Display, upon its completion, as it deems appropriate in its sole discretion in accordance with the terms and conditions of this Agreement.

3.4 Other Products. Nothing herein shall be construed as preventing Sea World from using, in connection with the Display or Ski Show, marine products, other products including, but not limited to, outboard motors, water skis, tow ropes, jet skis, motorized surface boards, and pick-up boats, manufactured and sold by companies other than Correct Craft (hereinafter referred to as "Other Products"), so long as no such company is identified to the public as the "Featured Power Supplier" of the Ski Shows.

3.5 No Sponsorship. Nothing herein shall be construed as preventing Sea World from entering into agreements with other parties for the sponsorship or participation in the Ski Shows on terms and conditions which Sea World deems appropriate. Correct Craft and Sea World acknowledge and agree that this Agreement does not constitute a sponsorship agreement for the Ski Shows and that the rights granted hereunder do not entitle Correct Craft to be identified as the sponsor of the Ski Shows or to any other rights and privileges which may be associated with such sponsorship. Correct Craft's relationship with Sea World with respect to this Agreement is limited to that of a supplier of the Products.

4. ADVERTISING

4.1 Correct Craft shall have the right, during the term of this Agreement, to advertise and publicize Correct Craft's participation in the Ski Shows as the "Featured Power Supplier"; provided, however, that all such advertisement and publicity must receive the prior written approval of Sea World, which approval shall not be unreasonably withheld. Failure of Sea World to approve or disapprove of properly submitted advertising or publicity within ten (10) working days of submission by Correct Craft shall be deemed approval of said advertising or publicity by Sea World in accordance with this Paragraph.

4.2 Without the express prior written consent of Sea World, Correct Craft shall not use, for any purpose, photographs of the Park or Ski Shows other than photographs taken by a Sea World photographer hired by Sea World (hereinafter referred to as "Photograph(s)"). Correct Craft shall obtain Sea World's prior written consent in accordance with Paragraph 4.1 of this Agreement before using any Photographs of the Park or Ski Shows. Upon the

expiration or earlier termination of this Agreement, Correct Craft shall promptly cease any further use of all Photographs. Whenever any Photograph(s) are used by Correct Craft, Correct Craft shall include proper notice of Sea World's copyrights in such Photograph(s).

4.3 Correct Craft's use of any such Photographs shall be in according with Paragraph 4.1 and restricted to the following uses and no other use:

a) Regular in-house publications for distribution to Correct Craft's sales force;

b) Corporate informational publications produced by or on behalf of Correct Craft for internal use;

c) Brochures for distribution to Correct Craft's sales force;

d) Local media in connection with community service events, such as promotions or fund raisers designed to generate community benefit and favorable public relations.

e) National newsletters and promotions.

Nothing in this Paragraph 4.3 authorizes Correct Craft or anyone on behalf of Correct Craft to take photographs of the Park, including the Ski Shows.

4.4 Correct Craft shall submit to Sea World all prototype advertising material (including promotional copy, artwork, and layout) relating to Correct Craft's participation in the Ski Shows as the "Featured Power Supplier", plus related background data in connection with such advertising, together with a brief statement as to the use to which the promotional material will be put in the media through which and the period of time during which it will be distributed or displayed. Correct Craft agrees not to use any such advertising material without first obtaining in writing the specific approval of Sea World. In determining whether to grant such approval, Sea World shall exercise its judgment in good faith. Such advertising material relating to Correct Craft's participation in the Ski Shows as the "Featured Power Supplier", including any Photographs or any other representations of the Park, or of the Ski Shows, artwork, or any other artistic phases of any such Photographs, shall also be subject to Sea

World's prior written approval. Correct Craft shall furnish to Sea World final proofs or scripts of all advertising material relating to Correct Craft's participation in the Ski Shows as the "Featured Power Supplier" which differs significantly from the proposals or prototypes approved by Sea World. Such proofs and scripts shall indicate the specific use to which they will be put, within a reasonable time before they are forwarded or made available to the media. Sea World may require Correct Craft to include such trademarks and copyright notices as Sea World finds necessary to appropriate in its sole judgment on any such advertising or promotional materials relating to Correct Craft's participation in the Ski Shows as the "Featured Power Supplier" which displays the Sea World name, or any other Sea World properties. In the event Sea World reasonably finds any proofs or scripts significantly different from the proposal or prototypes approved, or any Sea World properties are inappropriately or untimely used, Correct Craft shall, immediately after being notified to that effect by Sea World, and in any event within ten (10) days after such notice is given, cause the withholding or discontinuance of such advertising and diligently seek to affect, to the extent possible, the recall or cancellation of any such advertising already authorized or begun.

4.5 Nothing in this Agreement shall be construed as giving Correct Craft the right to use the name of Sea World, or the name, photographs or depictions of Shamu or other Sea World characters, signs, symbols, representations, figures, drawings, ideas, or any other matter known, developed, or created by Sea World or any of its affiliates, except as expressly approved by Sea World pursuant to Paragraph 4.1.

4.6 Sea World shall have the right to photograph, film, tape, televise, make miniatures and models of and otherwise reproduce images of the park, and the Ski Shows in any manner and through any medium, including without limitation audio-visual, print, and any other form or reproduction now known or hereinafter developed. Sea World may use, sell, or license any such reproduction for any purpose, commercial or otherwise, both during the term hereof and after the expiration or earlier termination of this Agreement. Such use by Sea World may include

the name "Correct Craft" or any variation thereof, as used under this Agreement. Such use shall be in good taste and in a manner consistent with the standards of Correct Craft and in compliance with design of Correct Craft's logos and registered marks.

5. CORRECT CRAFT USE OF SEA WORLD FACILITIES

5.1 Consumer Research. Sea World agrees to permit Correct Craft to conduct limited research at the Park once annually, the time, place and manner thereof to be approved by Sea World.

5.2 Employee Discount. Sea World shall provide to Correct Craft employee discounts of 25% off the regular price of a one-day admission to the Park for all members of the employee's and key account's party. The implementation of such discount to be mutually agreed to by the parties.

5.3 Promotional Activities. Correct Craft shall be entitled to use all Park venues for Correct Craft events including, but not limited to, press, employee or dealer parties and new product introductions at no charge. Correct Craft may use Sea World as caterers for any such event, and if it chooses to do so, will pay a discounted catering rate to be negotiated in good faith by Sea World, but in no event shall such rate exceed thirty percent (30%).

5.4 V.I.P. Benefits. Correct Craft shall be entitled to receive V.I.P. benefits consisting of special tours and gifts when requested for key accounts or other Correct Craft V.I.P.'s as determined by Sea World in its sole discretion.

5.5 Complimentary Tickets. Sea World shall provide Correct Craft with five hundred (500) tickets annually for employee or promotional use plus another five hundred (500) tickets annually for use in conjunction with any national or regional promotion utilizing Correct Craft boats. Such complimentary tickets shall be used only as prescribed above and not for resale.

6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Correct Craft shall indemnify, defend and hold harmless Sea World and its parent, subsidiary and affiliated companies, and the

officers, directors and employees of each ("Related Parties") from and against any and all claims, liabilities, losses, damages and related costs and expenses, including reasonable attorney's fees that may arise from the design and manufacture of the Product and the fitness of the Products for their intended use.

Sea World agrees to indemnify, defend and hold harmless Correct Craft, its employees, dealers, and affiliated companies from and against any claim or cause of action that may arise which does not in substantive part allege a defect in the design and manufacture of the Products or the fitness of the products for their intended use, and indemnify Correct Craft, including reasonable attorney's fees relative thereto. The provisions of this Paragraph 6.1 shall survive the expiration or earlier termination of this Agreement for any reason.

6.2 Insurance. Correct Craft shall maintain a policy or policies of insurance satisfactory to Sea World at all times during the term of this Agreement and shall provide Sea World a certificate evidencing such insurance. Such insurance shall include comprehensive public liability, property damage and products liability coverage in conformance with limits of liability in the amount of One Million Dollars ($1,000,000), and shall name Sea World and the related parties as additional insureds and shall not be subject to modification or cancellation, except upon thirty (30) days prior written notice to Sea World.

Sea World shall maintain a policy or policies in effect insuring Correct Craft and Sea World and their respective associated entities against liability for which Sea World has agreed to indemnify Correct Craft under Paragraph 6.1.

7. MISCELLANEOUS

7.1 Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within five (5) days after depositing with the United States Postal Service, postage prepaid by registered

or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained and addressed as follows:

If to Correct Craft:

Correct Craft, Inc.
6100 South Orange Avenue
Orlando, Florida 32809
Attn: Walter N. Meloon, President
Telephone: (407) 855-4141
Telecopy: (407) 851-6591

with a copy to:

Broad and Cassell
1051 Winderley Place
Maitland, Florida 32751
Attn: C. David Brown, II, P.A.
Telephone: (407) 660-8984
Telecopy: (407) 660-0847

If to Sea World:

Sea World of California
1720 South Shores Road, Mission Bay
San Diego, California 92109
Attn: Vice President of Entertainment
Telephone: (619) 226-3894
Telecopy: (619) 226-3996

with a copy to:

Sea World, Inc.
1720 South Shores Road, Mission Bay
San Diego, California 92109
Attn: Director, Corporate Sponsorships
Telephone: (619) 226-3911
Telecopy: (619) 226-3997

or to such other addresses as the parties may direct by notice given to the other party in accordance with this Paragraph 7.1.

7.2 Authority. Each individual executing this Agreement on behalf of either Correct Craft or Sea World hereby represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said entity in accordance with its terms.

7.3 Relationship. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture. Sea World shall be solely responsible for

the conduct of its business. Sea World acknowledges that it has the sole obligation, and that Correct Craft has no obligation, to: train Ski Show participants, rehearse Ski Shows, plan and choreograph Ski Shows, stage Ski Shows, insure the safe conduct of Ski Shows, insure the safe use of the Products, provide safe viewing locations for spectators and otherwise proved adequate protection for participants, spectators and others so as to ensure their safety.

7.4 Further Assurances. The parties hereby agree, without further consideration, to cooperate or to take such other action as may be necessary to more effectively accomplish the purposes of this Agreement.

7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby agree that jurisdiction and venue for any legal action authorized hereunder shall be in the courts of San Diego County, California.

7.6 Section Headings. The section headings in this Agreement do not constitute a part of this Agreement and shall not be construed to affect the construction or interpretation of any part of this Agreement. Plural words shall include the singular, and singular words shall include the plural, whenever the context of this Agreement so requires.

7.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

IN WITNESS WHEREOF, Sea World and Correct Craft have duly executed this Agreement as of the date first above written.

SEA WORLD, INC.

By: _____

Its: _____

Date: 2/8/91

CORRECT CRAFT, INC.

By: _____

Its: VICE PRESIDENT

Date: 2-8-91

EXHIBIT "A"

Based on current need, Correct Craft shall provide the following products:

1. Four (4) new show tow boats for use in the Ski Shows, subject to Sea World's approval concerning boat sizes, colors, horsepower and similar specifications, for a total cost of $ 10.00.

2. One (1) new practice tow boat for use in practice for the Ski Shows, subject to Sea World's approval concerning boat size, color, horsepower and similar specifications, for a total cost of $ 10.00.

3. One (1) V.I.P. boat or Fish Nautique boat, for use outside the Park, subject to Sea World's approval concerning boat size, color, horsepower and similar specifications, for a total cost of $ 10.00.

4. One (1) display boat selected by Correct Craft and approved by Sea World, together with suitable boat cradles, for a total cost of $ 10.00.

5. Two (2) boat trailers for use in transporting the boats provided hereunder, for a total cost of $ 10.00.

Sea World, from time to time and based on show and Park need, may request additional Products as agreed upon by both parties.

Initials: R.L.F. / Larry Nicholas

Sea World, Inc.

Correct Craft, Inc.

SEA WORLD
Legal
P201 RD 1049
Expired

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with

04/01/1989 - 12/31/1993

SEA WORLD, INC.

(LESSEE) and filed in the Office of the City Clerk as Document 762304, hereby consents to that certain Sponsorship Agreement between the above LESSEE and

ATLANTIC RICHFIELD COMPANY

dated December 5, 1988. Said agreement shall be subordinate to the Master Lease in all respects. The CITY is merely approving the agreement and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the agreement. The CITY is not bound by any term or condition in the sponsorship agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions: (If none, write "none.")

Sponsor and Lessee are aware of their obligation to comply with the City Sign ordinances and ~~Mission Bay~~ Park sign and color policy.

THE CITY OF SAN DIEGO

Dated 2/10/89

By _____
City Manager

APPROVED AS TO FORM:

JOHN W. WITT, City Attorney

Dated 2/2/89

By _____
Deputy

CEBK:baa(1)43
01-31-89

SPONSORSHIP AGREEMENT

This Agreement, dated December 5, 1988, by and between ARCO Products Company, a division of Atlantic Richfield Company, a Delaware corporation, having its principal place of business at 1055 West 7th Street, Los Angeles, California 90051-0570 (hereinafter referred to as "ARCO") and Sea World, Inc., a Delaware corporation, having its principal place of business at 1720 South Shores Road, San Diego, California 92109 (hereinafter referred to as "Sea World") is entered into with respect to the following:

WHEREAS, Sea World owns and operates a marine life park in San Diego, California, commonly known as Sea World of California, (hereinafter referred to as the "Park");

WHEREAS, the Park contains numerous shows, exhibits, and attractions, specifically the attractions referred to as the "Penguin Encounter" and "Shark Exhibit", (hereinafter collectively referred to as the "Park Attractions"); and

WHEREAS, ARCO is in the business of petroleum refining and marketing, convenience store retailing, automotive service centers and electronic funds transfer including scrip dispensing ATM machines and in furtherance of its business, ARCO desires to promote and publicize ARCO's corporate name and corporate activities by sponsoring the Park Attractions.

NOW THEREFORE, in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties hereto mutually covenant and agree for the term hereof as follows:

1. TERM OF AGREEMENT - The term of this Agreement shall be for a period of five (5) years (hereinafter each year of the term hereof shall be referred to as a "Contract Year") from the Commencement Date of January 1, 1989 and terminating on December 31, 1993 unless sooner terminated or extended as hereinafter provided.

2. SPONSORSHIP FEES - In full consideration of all the terms and provisions of this Agreement, ARCO shall pay to Sea World the annual sponsorship fee and other valuable considerations as stated in Exhibit "A" attached hereto.

3. SPONSORSHIP TERMS AND PROVISIONS

3.1 Sea World hereby grants to ARCO an exclusive right during the term of this Agreement to be identified as the sponsor of the Park Attractions.

3.2 In order to designate ARCO as the sponsor of the Park Attractions, Sea World shall cause signage of ARCO's

trademarks, trade names, service marks and service names ("ARCO's Marks") and business activities to be constructed at the Park Attractions to demonstrate and publicize ARCO's businesses and products (the "Display") in accordance with the location, plans, specification, and description agreed to by Sea World and ARCO. Sea World's staff shall, at no cost to ARCO, assist in the design and layout of the graphics and concepts and construct and install the Display. Normal maintenance, including painting, will be performed by Sea World. The provisions of this Paragraph 3.2 shall be exercised in good taste and in conformity with the general scheme and plan of the Park and of the various areas within the Park. The judgment of Sea World in this regard shall be conclusive as to all such matters.

3.3 The Penguin Encounter shall be identified as sponsored by ARCO and the Shark Exhibit shall be identified as sponsored by am/pm mini markets. Sea World shall cause the Park Attractions and Display to be open to guests of the Park during the times the Park is open to the public. The Park Attractions and Display shall be operated in such manner, upon such terms, conditions, operating procedures and practices as may be established by Sea World from time to time.

3.4 In addition to the obligations set forth in Paragraph 3.2 above, subject to the agreement of ARCO and Sea World, ARCO may:

(a) Have the identification of ARCO's sponsorship of the Park Attractions included in recorded or live announcements at the Park Attractions;

(b) Place graphic materials and signs identifying ARCO's business in the Display. With ARCO's prior written consent, Sea World shall have the right, but not the obligation, at Sea World's expense to use such graphic material and signs in any other location within the Park selected by Sea World;

(c) Be included in and identified as sponsor of the Park Attractions in such maps, guide books, directories, brochures, programs or similar materials as distributed by Sea World to its guests and as ARCO and Sea World agree; and

(d) Where practical and appropriate, be mentioned in press kits and press releases prepared by Sea World's Public Relations Department as the sponsor of the Park Attractions.

3.5 Sea World may, from time to time and at its sole expense, modify the Display as it deems appropriate provided that any modifications of items identified with ARCO shall require the prior written agreement of ARCO. In the event ARCO desires to modify the form or content of the Display, such modifications shall be subject to prior written approval by Sea World and shall be accomplished at the expense of ARCO.

3.6 Sea World may, from time to time and at its expense, modify the Park Attractions as it deems appropriate. Sea World shall notify and consult with ARCO in advance of any modification relating to the color, visual appearance, signs, banners or graphics of the Park Attractions, or relating to any material aspect of ARCO's rights and obligations under this Agreement.

3.7 Sea World shall, at its expense, operate and maintain the Park Attractions and pay all taxes thereon, except taxes on any personal property owned by ARCO that is used in connection with the Park Attractions. All proceeds derived from the operation of the Park and the Park Attractions shall be on account of, retained, and owned by Sea World.

3.8 (a) During the term of this Agreement, Sea World shall, at its expense:

(i) maintain the Park Attractions and the Display in a first-class manner, adhering to the standards applying to all other attractions in the Park, and

(ii) provide suitably attired attendants to staff the Park Attractions. The attendants shall be employees of Sea World, and ARCO shall have no responsibility or liability for the hiring, training, supervision or compensation of the attendants.

(b) Except as otherwise expressly provided herein, Sea World shall have complete discretion in the operation and maintenance of the Park Attractions. Notwithstanding any other provision of this Agreement, Sea World shall have the right to advertise and publicize the Park Attractions and the Park in any manner which Sea World, in its sole discretion, may elect, provided that such advertisements and publicity involving the use of ARCO's Marks must have ARCO's prior written consent.

3.9 Notwithstanding any other provision of this Agreement, ARCO is granted only a right to sponsor the Park Attractions. ARCO agrees that, notwithstanding any expenditure or payment by ARCO for the creation and installation of the Display, ARCO shall have no interest in, claim in or to, or right of ownership in the Park or the Park Attractions, any of the buildings, structures, fixtures, or additions or improvements to the Park or the Park Attractions, or to any graphics or signs installed in the Park including those relating to the Park Attractions or the Display but not including the components of the Display which are created and provided solely by ARCO from time to time and accepted by Sea World for use in connection with the sponsorship to aid in accomplishing the objectives of this Agreement. Notwithstanding any other provision of this paragraph, at the end of the term of this Agreement or, if either party modifies the Display or the Park

Attractions so that graphics, materials, signs and banners are revised, Sea World shall return to ARCO or destroy, at ARCO's option, any graphics, materials, signs and banners containing ARCO's Marks; provided, however, that if such graphics, materials, signs and banners also display any of Sea World's trademarks or any copyright material owned by Sea World, they shall be destroyed rather than returned to ARCO.

3.10 In order to assure the impact of the Display, to assure that the advertising and promotional undertakings pursuant to this Agreement shall not be diluted, and to preserve the value of ARCO's association with Sea World, Sea World agrees that ARCO shall be the only sponsor of the Park Attractions. There shall be no structure, or other activity or attraction in the Park which promotes business activities which are directly competitive with ARCO's principal services or products. For the purpose of this Agreement, ARCO's principal services and products are deemed to be petroleum refining and marketing, convenience store retailing, automotive service centers and scrip dispensing ATM machines.

3.11 ARCO shall have the right to use space within the Park Attractions as may be mutually agreed upon by the parties for installation, presentation and exhibition of displays, demonstrations, models, designs, exhibits, pictures and shows (hereinafter "Educational Graphics"). ARCO shall, at its

expense, design, construct and install the Educational Graphics. Sea World agrees to provide design assistance to ARCO on the condition that ARCO reimburse Sea World for all out-of-pocket costs incurred by Sea World in connection with such assistance. ARCO shall obtain Sea World's approval of the Educational Graphics.

3.12 Except as expressly granted herein, nothing in this Agreement is intended to entitle any party to this Agreement to claim any right, title, or interest in, or right to use, the name of the other party, the name or existence of any property or facility owned by the other party (or any portion thereof), or any other names, designs, logos, symbol, trademarks, service marks, representations, or other identification of the other party.

4. ADVERTISING

4.1 ARCO shall have the right to advertise and publicize, anywhere in the world, ARCO's sponsorship of the Park Attractions; provided, however, that all such advertisement and publicity must receive the prior written approval of Sea World, which approval shall not be unreasonably withheld. Where the Park Attractions are portrayed or shown by Sea World in the media, Sea World will endeavor to include with ARCO's consent,

but at Sea World's discretion, the ARCO or am/pm mini market name as sponsor for the Park Attractions.

4.2 ARCO shall not use, for any purpose, photographs of the Park, Park Attractions or Display other than photographs taken by a Sea World photographer or a photographer hired by Sea World (hereinafter "Photograph(s)"). Notwithstanding the foregoing sentence, ARCO shall have the right to take photographs during Dealer Days and Executive functions conducted in the Park. ARCO shall obtain Sea World's prior written consent in accordance with Paragraph 4.1 of this Agreement before using any Photograph. Upon the expiration or earlier termination of this Agreement, ARCO shall promptly cease any further use of all Photographs. Whenever any Photograph is used by ARCO, ARCO shall include proper notice of Sea World's copyrights in such Photograph.

ARCO's use of any such Photograph shall be in accordance with Paragraph 4.1 and restricted to the following uses and no other use:

(a) brochures to ARCO's sales force or dealers or franchisees;

(b) regular in-house publications for distribution to ARCO's employees;

(c) corporate informational publications produced by or on behalf of ARCO for internal use;

(d) promotional flyers produced in connection with a joint Sea World/ARCO promotion;

(e) local (i.e., San Diego) media in connection with community service events such as promotions or fund raisers designed to generate community benefit and favorable public relations;

(f) national media in connection with joint Sea World/ARCO promotions as provided for in Paragraph 4.6 of this Agreement; and

(g) newspaper or magazine articles dealing with ARCO and its sponsorship at Sea World.

Except as otherwise specifically set forth herein, nothing in this Paragraph 4.2 authorizes ARCO or anyone on behalf of ARCO to take photographs of the Park including the Park Attractions or the Display.

4.3 Both ARCO and Sea World shall submit to the other party all prototype advertising material (including promotional copy, artwork, and layout) relating to sponsorship of the Park

Attractions, plus related background data in connection with such advertising, together with a brief statement as to the use to which the promotional material will be put and the media through which and the period of time during which it will be distributed or displayed. The parties agree not to use any such advertising material relating to ARCO's sponsorship of the Park Attractions without first obtaining in writing the specific approval of the other party. In determining whether to grant such approval, the parties shall exercise their judgments in good faith. Such advertising material relating to ARCO's sponsorship including any photographs or any other representations of the Park, or of the Park Attractions, artwork, and any of the other artistic phases of any such photograph or photographs thereof shall also be subject to prior written approval of the other party. Each party shall furnish to the other party final proofs or scripts of all advertising material relating to ARCO's sponsorship of the Park Attractions which differs significantly from the proposals or prototypes approved by the other party. Such proofs and scripts shall indicate the specific use to which they will be put, within a reasonable time before they are forwarded or made available to the publishing media. Each party may require the other party to include such trademark and copyright notices or any such advertising or promotional materials relating to ARCO's sponsorship of the Park Attractions which display the Sea World, ARCO or am/pm mini market name, or any other name, designs,

logos, symbols, trademarks, service marks, or any other Sea World or ARCO properties. In the event either party reasonably finds any said proofs or scripts significantly different from the proposals or prototypes approved, or inappropriately or untimely used, the other party shall, immediately after being notified to that effect by such party, and in any event within ten (10) days from such notice, cause the withholding or discontinuance of such advertising and diligently seek to effect, to the extent possible, the recall or cancellation of any such advertising already authorized or begun. In addition, Sea World agrees that it shall not, without ARCO's prior written consent, license or sanction the use of scenes or depictions of the Park Attractions containing ARCO's Marks (other than incidental scenes or depictions in which the Park Attractions containing ARCO's Marks appear along with other scenes or depictions of the Park) by any party other than Sea World or ARCO for advertising or promotional purposes.

4.4 Nothing in this Agreement shall be construed to give ARCO the right to use the name, photographs or depictions of Shamu or other Sea World characters, designs, symbols, representations, figures, drawings, ideas, or other matter owned, developed, or created by Sea World or any of its affiliates, except as expressly approved by Sea World pursuant to Paragraph 4.3.

4.5 Subject to the provisions of Paragraph 4.3 above, Sea World shall have the right to photograph, film, tape, televise, make miniatures and models of and otherwise reproduce images of the Park, the Park Attractions and the Display in any manner and through any medium, including without limitation audiovisual, print, and any other form of reproduction now known or hereafter developed. Subject to the provisions of Paragraph 4.3 above, Sea World may use, sell, or license any such reproduction for any purpose, commercial or otherwise, during the term hereof.

4.6 Sea World desires to cooperate with ARCO in joint advertising/sales promotions which, from time to time, the parties may mutually desire to undertake. These promotions are intended to involve the cooperation of both parties and their advertising agencies and marketing departments and aim at increased public acceptance and appreciation of ARCO businesses and of Sea World, the Park and the shows, exhibits, attractions and entertainment at the Park.

4.7 Each Contract Year ARCO agrees to publicize Sea World of California by promoting its attractions and shows during an in-store point-of-sale promotion.

5. TERMINATION: DELAY IN PERFORMANCE, EXTENSION OF TERM, FORCE MAJEURE

5.1 Either party may, in addition to all legal and equitable remedies available to it, cancel and terminate this Agreement in the event the other party shall fail to perform any of the covenants, terms or conditions hereof to be performed by such other party and such nonperformance shall continue for a period of thirty (30) days after receipt of written notice of such nonperformance. In the event either party terminates this Agreement pursuant to this provision, Sea World shall refund to ARCO that portion of ARCO's annual sponsorship fee paid to Sea World at the commencement of the then current Contract Year as the number of days remaining in the then current Contract Year on the effective date of termination bears to 365. Such a refund by Sea World shall not be construed to constitute a waiver of either party's legal and equitable rights.

5.2 If the Park Attractions are closed to the public for a period of time longer than required for the performance of periodic maintenance and rehabilitation, which period of time is hereby set as a total of thirty (30) days during a Contract Year, then the term of this Agreement shall be automatically extended for a period of time equivalent to such period of closing beyond thirty (30) days, and no additional annual fee shall be payable with respect to such extended period.

5.3 In the case of force majeure casualty or other cause resulting in damage or destruction of the Park Attractions, the Park or substantially all of the Park, both parties shall have the right to immediately terminate and cancel this Agreement. In the event either party decides to terminate this Agreement, Sea World shall have no further obligation or liability to ARCO except to refund to ARCO that portion of ARCO's annual sponsorship fee paid to Sea World at the commencement of the then current Contract Year as the number of days remaining in the then current Contract Year on the effective date of termination bears to 365.

6. MODIFICATION AND DISCONTINUANCE OF ATTRACTIONS; ADMISSIONS

6.1 ARCO recognizes that, from time to time, Sea World may desire to make changes to and to reconsider and revise the format and contents of the Park including the Park Attractions. Accordingly, Sea World shall have the right at any time to immediately make changes to the Park Attractions or to immediately and permanently discontinue operation of the Park Attractions, and to terminate and cancel this Agreement without further liability or obligation to ARCO by reason thereof, except that if both Park Attractions are discontinued Sea World is obligated to refund to ARCO that portion of ARCO's annual sponsorship fee paid to Sea World upon the commencement of the

then current Contract Year as the number of days remaining in the then current Contract Year on the effective date of termination bears to 365. If one of the Park Attractions is discontinued and not replaced with a mutually agreeable alternative attraction, Sea World may, in its sole discretion, elect to continue the Sponsorship Agreement. In the event Sea World elects to continue the Sponsorship Agreement for one attraction, Sea World shall refund to ARCO fifty percent (50%) of that portion of ARCO's annual sponsorship fee paid to Sea World at the commencement of the then current Contract Year as the number of days remaining in the then current Contract Year on the effective date of discontinuance bears to 365 and ARCO shall be entitled to receive a fifty percent (50%) reduction in the sponsorship fee for future Contract Years.

6.2 Periodically, the decor of the Park Attractions may be redesigned, redecorated or rehabilitated to the aesthetic standards of Sea World and to accommodate, to the extent Sea World deems possible, new products, policies, or promotional plans of ARCO. The extent and nature of such work and payment of the cost thereof is difficult to anticipate at the execution of this Agreement; therefore, it is the mutual desire of the parties that such matters be the subject of future agreement on a case-by-case basis to be negotiated in good faith.

7. INDEMNIFICATION; INSURANCE

7.1 Sea World agrees to indemnify, hold harmless and defend ARCO, its affiliated companies, and subsidiaries, their officers, directors, agents, employees, and ARCO's independent dealers, managers and distributors from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to any such claims (whether based on tort, breach of contract, patent or copyright infringement or otherwise) including reasonable attorneys' fees, arising out of (i) Sea World's development, construction or operation of the Display or the Park Attractions, (ii) any designs or materials provided by Sea World for use in advertising or promotions permitted hereunder regardless of ARCO's prior approval of such design and materials, (iii) acts or omissions of Sea World, its representatives, agents or employees. The provisions of this Paragraph 7.1 shall survive the expiration of this Agreement or its earlier termination by either party.

7.2 ARCO agrees to indemnify, hold harmless and defend Sea World, its parent, affiliated, and subsidiary companies and the officers, directors, agents and employees of each from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to any claims (whether based on tort, breach of contract, patent or copyright infringement, or otherwise), including reasonable attorneys' fees, arising out of

or based on (i) ARCO's development or construction of the Display, (ii) any designs, plans, specifications, materials or components furnished by ARCO to Sea World and incorporated as part of the Park Attractions or Display, (iii) any designs or materials provided by ARCO for use in advertising or promotions permitted hereunder regardless of Sea World's prior approval of such designs or materials, (iv) the acts or omissions of ARCO, its representatives, agents or employees. The provisions of this Paragraph 7.2 shall survive the expiration of this Agreement or its earlier termination by either party.

7.3 Sea World agrees to obtain and keep in force during the term hereof an insurance policy or policies insuring Sea World and ARCO, as their respective interests may appear, against liability for injury to persons, including guests to the Park Attractions, arising out of the operation of the Park Attractions with limits of not less than One Million Dollars ($1,000,000) for public liability and property damage, and shall cause to be issued to ARCO, on request, an appropriate certificate or certificates evidencing that such insurance is in force and shall not be cancelled without thirty (30) days' prior written notice to ARCO.

8. NOTICE - All notices required or permitted to be given hereunder shall be deemed given if transmitted by electronic facsimile, confirmation requested; hand delivered; mailed by

overnight mail service; or, deposited in the United States mail, certified or registered, return receipt requested, in a sealed envelope, with postage thereon prepaid and addressed to Sea World at:

Sea World, Inc.
Attn: Corporate Sponsorship
1720 South Shores Road
San Diego, CA 92109

with a copy to:

Harcourt Brace Jovanovich, Inc.
Attn: Chief Counsel
6277 Sea Harbor Drive
Orlando, FL 32821

and to ARCO at:

Atlantic Richfield Company
Attn: Manager, am/pm Franchise
1055 West 7th Street
Los Angeles, CA 90071-2570

or to such other addresses as a party may direct by notice from the party given in accordance with this Paragraph 8.

9. MISCELLANEOUS

9.1 The failure of either party to insist upon a strict performance of this Agreement, or any of the terms and conditions thereof, shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms and conditions.

9.2 The terms and provisions contained herein constitute the entire Agreement between the parties, merging all prior discussions, representations, and understandings, whether oral or written, and no statement or inducement with respect to the subject matter hereof by either party or by any agent or representative of either party which is not contained in, or expressly provided for, in performance of this Agreement shall be valid or binding as between the parties. This Agreement may not be amended except by a writing signed by an officer of each party.

9.3 Neither party may assign this Agreement or its rights hereunder without the prior written consent of the other party. It being understood that each party's name and current business activities and their association with each other form part of the consideration for each party's entry into this Agreement.

9.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

10. SPECIAL PROVISIONS

10.1 Sea World agrees to provide ARCO with Two Thousand (2,000) complimentary Park admission tickets each

Contract Year. The complimentary tickets are to be used by the employees and guests of ARCO and to be distributed by ARCO for promotional purposes only and not for resale.

10.2 Sea World shall provide Sea World's standard V.I.P. benefits to ARCO, which shall include, but are not limited to, special Park tours, complimentary gifts and the like.

10.3 Sea World shall make the Park available for limited consumer research activities that ARCO may desire to undertake; provided that any such research activities must be previously approved by Sea World in writing and conducted in accordance with Sea World's direction.

10.4 Sea World shall not grant to any prospective institutional sponsor the right to be identified as the sponsor of the Park Attractions until Sea World shall have offered such right to ARCO on the same terms offered to or by such prospective sponsor. Prior to granting any such rights to a prospective sponsor, which in any event may not occur prior to the last 6 months of the fifth Contract Year, Sea World shall deliver to ARCO an agreement form containing all the terms and provisions which have been offered to or by such prospective sponsor. ARCO may, at its option, accept the terms and provisions of the written agreement within 30 days after such delivery. In the event ARCO chooses not to exercise its option,

Sea World may complete its transaction with the prospective sponsor upon the same terms and provisions as are contained in the proposed written agreement delivered to ARCO. This subparagraph 10.4 shall have no application in the event this Agreement is terminated prior to expiration of the 5 year Term.

10.5 Sea World shall provide Sea World's special group discounts to ARCO in conjunction with trade or convention parties which ARCO may desire to hold at the Park.

10.6 Subject to availability, Sea World shall permit the use of the Park Attractions for dealer trade parties, incentive events or new product introductions, including one annual "Dealer Day" event for ARCO and am/pm mini market franchisees for which Sea World shall provide ARCO with complimentary park admissions, catering discounts, and gifts mutually agreed upon.

10.7 Sea World shall supply ARCO with "premiums" at cost for use in connection with ARCO promotional activities.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

ARCO PRODUCTS COMPANY A DIVISION OF ATLANTIC RICHFIELD COMPANY

By: S Stanworth

Title: V.P. Retail Marketing

Date: 12-5-88

SEA WORLD, INC.

By: R. K. [illegible]

Title: PRESIDENT

Date: 12/8/88

Payment should be make to Sea World, Inc., at the following address:

Sea World, Inc.
ATTN: Corporate Accounting
6277 Sea Harbor Drive
Orlando, Florida 32821

Initials.

ARCO PRODUCTS COMPANY A DIVISION OF ATLANTIC RICHFIELD COMPANY

By: S Stanworth
Vice President
Retail Matketing

SEA WORLD, INC.

By: R. K. Jam

EXHIBIT "A"

ARCO agrees to pay Sea World the Sponsorship fee in accordance with the following schedule:

Rate Schedule

Contract Year	Sponsorship Fee
1989	$182,800
1990	$200,000
1991	$200,000
1992	$200,000
1993	$200,000

The Sponsorship fee for Contract Year 1989 shall be due upon signing this Agreement. The Sponsorship fee for each subsequent Contract Year shall be due on or before January 1.

expired
07/01/1987
12/31/1991

CONSENT TO INSTITUTIONAL ADVERTISING AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with

SEA WORLD, INC.

(LESSEE), and filed in the Office of the City Clerk as Document 762304, hereby consents to that certain Institutional Advertising Agreement ("Agreement") between the above LESSEE and

SOUTHLAND CORPORATION

dated July 1, 1987. Said Agreement shall be subordinate to the Master Lease in all respects. The CITY is merely approving **SOUTHLAND CORPORATION** and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Agreement. The CITY is not bound by any term or condition in the Agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions: None.

THE CITY OF SAN DIEGO

Dated 8/4/87

By _____
City Manager

APPROVED AS TO FORM:

JOHN W. WITT, City Attorney

Dated 7/29/87

By _____
Deputy

MB:jw(97-1)
7-28-87

INSTITUTIONAL SPONSORSHIP AGREEMENT

This Agreement, dated as of _____, by and between The Southland Corporation, a Texas corporation, having its principal place of business at 2828 North Haskell Avenue, Dallas, Texas 75221 ("Southland") and Sea World, Inc., a Delaware corporation, having its principal place of business at 1720 South Shores Road, Mission Bay, San Diego, California 92109 ("Company");

Witnesseth:

WHEREAS, Company owns and operates a theme park in San Diego, California (the "Park"); and

WHEREAS, the Park contains numerous shows, exhibits, attractions, concessions and food service including ice cream parlors and ice cream carts (such ice cream parlors and ice cream carts shall hereinafter be referred to as the "Park Concessions"); and

WHEREAS, Southland is in the business of manufacturing and distributing dairy products such as those identified in Exhibit "A" attached hereto, and in furtherance of its business, Southland desires to promote and publicize Southland's corporate name and corporate activities by sponsoring the Park Concessions; and

WHEREAS, Southland has entered into other agreements substantially similar to this Agreement with Company's subsidiary and affiliated companies, namely Sea World of Texas, Inc.; Sea World of Florida, Inc.; Florida Cypress Gardens, Inc. and Boardwalk and Baseball, Inc.

NOW, THEREFORE, in consideration of the foregoing and the provisions herein contained, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall be for a period of four and one-half (4 1/2) years commencing on July 1, 1987 and terminating on December 31, 1991, unless sooner terminated or extended as hereinafter provided. For purposes of this Agreement, the period of time from July 1, 1987 through December 31, 1987 and each subsequent calendar year during the term of this Agreement shall be referred to hereinafter as a "Contract Year".

2. SPONSORSHIP FEES

In full consideration of the performance of the provisions of this Agreement, Southland shall pay to Company an Annual Sponsorship Fee (as defined in Exhibit "B" attached hereto).

3. SPONSORSHIP TERMS AND PROVISIONS

3.1 Company hereby grants to Southland the exclusive right during the term of this Agreement to be identified as the sponsor of the Park Concessions.

3.2 Each Park Concession shall be identified as sponsored by such Southland trade names, trademarks, service marks, designs, logos, symbols, representations, characterizations, ideas, copyrighted matter or other trade identity rights or materials developed, owned or used by or for Southland or any of its subsidiaries or affiliated companies, or photographs or other depictions of any of the foregoing (hereinafter collectively referred to as "Southland Properties"), as Southland may reasonably request. Company shall cause signage of the Southland Properties (the "Display") to be installed at each Park Concession substantially in accordance with the location, plans, specification, and description agreed to by Company and Southland.

(relating to Southland's dairy products identified in Exhibit A)

3.3 Each Park Concession shall be open to guests of the Park during normal Park operating hours. Company shall operate the Park Concessions in such manner and upon such terms, conditions, operating procedures and practices as Company may reasonably establish from time to time, subject to the provisions of this Agreement.

3.4 During the term of this Agreement and subject to the agreement of Southland and Company as to time, place, and manner, Southland may:

(a) have any of the Southland Properties appear on materials publicizing and promoting the Park Concessions, all in a manner so as to designate Southland as the sponsor of the Park Concessions;

(b) place graphic materials and signs identifying Southland's (dairy) business at the Park Concessions; provided that Company shall have the right, but not the obligation, at Company's own expense, to select from and use such graphic material and signs in any other location within the Park, subject to Southland's approval; and

(c) be identified as sponsor of the Park Concessions in such maps, guidebooks, directories, programs or similar materials distributed by Company to Company's guests;

3.5 The main signs and graphics of the Park Concessions shall be designed, constructed and installed at Company's cost and shall include the trademark or registration notices provided by Southland, and identification of Southland as sponsor in accordance with the provisions of Paragraph 3.2;(.)

~~provided that any Southland Property used with such sign or graphics shall be designed or approved by Southland~~. Normal maintenance of the park Concessions, including painting, will be performed by Company. The provisions of this Paragraph 3.5 shall be exercised in good taste and in conformity with the general scheme and plan of the Park and of the various areas within the Park. The reasonable judgment of Company ~~in this regard shall be conclusive as to all such matters, except as to matters relating to any Southland Property~~ regarding what constitutes 'good taste' and what constitute conformity with the general scheme and plan of the Park and the various areas within the park shall be conclusive.

3.6 Company may, from time to time, modify the Park Concessions as Company deems appropriate. Company may, from time to time, modify the Display, other than with respect to modification of any of the Southland Properties, as Company deems appropriate. Any modification of any of Southland Properties will require the prior approval of Southland. In the event Southland desires to modify the form or content of the Display, such modifications shall be subject to prior written approval by Company other than with respect to modification of any of Southland Properties. All modifications to the form or content of the Display requested or performed by Southland shall be accomplished at the expense of Southland.

3.7 Company shall, at its expense, operate and maintain the Park Concessions and pay all taxes thereon, except taxes on any personal property owned by Southland and used in connection with any Park Concession. All proceeds derived from operation of the Park and each Park Concession shall be on account of, retained, and owned by Company.

3.8 During the term of this Agreement, Company shall purchase for resale in the Park the dairy products listed on Exhibit "A" only from Southland; provided, however, that

(i) Southland shall sell to Company such quantities of the products listed on Exhibit "A" as may be required by Company at prices then charged by Southland to its other like customers, on terms no less favorable than those terms given to other like customers, and of equal or greater quality than that sold to other like customers; and

(ii) nothing herein shall be construed as requiring Company or Southland to sell or buy or refrain from selling or buying any products at prices, or pursuant to any particular terms, when to do so would violate any federal, state, or local law or any regulation promulgated in connection therewith.

3.9 (a) During the term of this Agreement, Company shall, at its own expense:

(i) maintain the Park Concessions and Displays in a first-class manner, adhering to the standards applying to all other attractions in the Park; and

(ii) provide suitably attired attendants to staff the Park Concessions. The attendants shall be employed by Company, and Southland shall have no responsibility for the hiring, training, supervision or compensation of the attendants.

(b) Except as otherwise expressly provided herein, Company shall have complete discretion in operation and maintenance of the Park Concessions. Notwithstanding any other provision of this Agreement, Company shall have the right to advertise and publicize the Park Concessions and the Park in any manner which Company, in its sole (~~and reasonable~~) discretion, deems appropriate; provided that no Southland Property shall be used or shall appear in such advertising, unless (i) the use of the Southland Property is only "in passing,"i.e. a camera panning the Park or Park Concessions momentarily shows a Southland Property, (~~and (ii) the Southland Property has all registration and other trademark notices visibly evident~~ (the "Incidental Use"). or (ii) a Southland Property appears only in the background of a still photograph.

3.10 Notwithstanding any other provisions of this Agreement, Southland agrees that, notwithstanding any expenditure or payment by Southland for the creation and installation of the Display, Southland shall have no interest in, claim in or to, or right of ownership in the Park or any Park Concession, any of the buildings, structures, fixtures, or additions or improvements to the Park or any Park Concession or to any graphics or signs installed in the Park including those relating to any Park Concession, but not including any Southland Properties or the components of the Display which may be provided by Southland, from time to time, and accepted by Company for use in connection with any Display to aid in accomplishing the objectives of this Agreement.

3.11 In order to assure that the impact of the Display or advertising or promotional undertakings pursuant to this Agreement shall not be diluted, and to preserve the value of Southland's association with Company, Company agrees that during the term of this Agreement (unless this Agreement shall be sooner terminated for any reason and, in such event, then only to such termination date) there shall be no sponsorship of any Park Concession except by Southland.

3.12 Except as expressly granted herein, Southland agrees that this Agreement shall not be used to claim any interest in, or right to use any property or facility owned by Company (or any portion thereof), or the right to use, sell or license the name of Company or any other Company trade names, trademarks, service marks, characters, designs, logos, symbols, representations, characterizations, ideas, copyrighted matter or other trade identity rights or materials developed, owned or used by or for Company, *or photographs or other depictions of any of the foregoing (collectively, the "Company Properties").

*or any of Company's parent, subsidiary or affiliated companies.

3.13 Except as expressly granted herein, Company agrees that this Agreement shall not be used to claim any interest in, or right to use, any property or facility owned by Southland (or any portion thereof), or use, sell or license any Southland Property or any sign, graphics or Display containing any Southland Property.

4. ADVERTISING

4.1 Southland shall have the right, during the term of this Agreement, to advertise and publicize, anywhere in the world, Southland's sponsorship of the Park Concessions; provided, however, that all such advertisement and publicity must receive the prior written approval of Company pursuant to Paragraph 4.3 ~~(.) which approval shall not be unreasonably withheld. Where any Park Concession is portrayed or shown by Company in paid media, Company will endeavor to include, but at Company's discretion, the Southland name, or other appropriate Southland Property as reasonably requested by Southland, as sponsor of the Park Concessions. If Company does include the Southland name, or other appropriate Southland Property as reasonably requested by Southland, as sponsor of the Park Concessions, Company shall include the trademark or registration notices provided by Southland~~. Any use other than an Incidental Use thereof *by Company shall require the prior approval of Southland pursuant to Paragraph 4.4. *of The Southland Properties

4.2 Southland shall not use, for any purpose, photographs of the Park or Display other than photographs taken by a Company photographer or a photographer hired by Company (hereinafter "Photograph(s)"). Company agrees to hire a photographer selected by Southland at Southland's expense should Southland so desire. Southland shall obtain from Company prior written consent in accordance with Paragraph 4.1 of this Agreement before using any Photograph of the Park. Upon the expiration or earlier termination of this Agreement, Southland shall promptly cease any further use of all Photographs. Whenever any Photograph is used by Southland, Southland shall include such notice of Company's copyrights in and to such Photograph as provided by Company to Southland.

Southland's use of any such Photograph shall be in accordance with Paragraph 4.1 and restricted to the following uses and no other use:

(a) brochures to Southland's sales force;

(b) a corporate informational publication produced by Southland;

(c) local media (within 100 miles of San Diego) in connection with community service events, such as promotions or fund raisers designed to generate community benefit and favorable public relations; and

(d) national media in connection with a joint Company/Southland promotion and as provided for in Paragraph 4.6 of this Agreement.

Nothing in this Paragraph 4.2 authorizes Southland or anyone on behalf of Southland to take photographs of the Park or any Park Concession.

4.3 Southland shall submit to Company all prototype advertising material (including promotional copy, artwork, and layout) relating to Southland's sponsorship of each ~~p~~Park Concession, plus appropriate background data in connection with such advertising material, together with a brief statement as to the use to which the advertising material will be put and the media through which and the period of time during which it will be distributed or displayed. Southland agrees not to use any such advertising material relating to Southland's sponsorship of any of the Park Concessions without first obtaining, in writing, the specific approval of Company. Such advertising material relating to Southland's sponsorship of each Park Concession, including any photographs or any other representations of the Park or of any Park Concession, artwork, and any other artistic phases of such advertising material, shall also be subject to the prior written approval of Company. Southland shall furnish to Company final proofs and scripts of all advertising material relating to Southland's sponsorship of each Park Concession which differs significantly from the proposals or prototypes approved by Company. Such proofs and scripts shall indicate the specific use to which they will be put, and shall be submitted to Company within a reasonable time before they are forwarded or made available to the publishing media. Company shall require the trademark or registration notices provided by Company on all advertising materials relating to Southland's sponsorship of each Park Concession which display Company's name, or any other Company ~~Property~~ Properties. In the event Company reasonably finds any of said proofs or scripts significantly different from the proposals or prototypes approved, or inappropriately or untimely used, Southland shall, immediately after being notified to that effect by Company, and in no event longer than ten (10) days after receipt of such notice, cause the withholding or discontinuance of such advertising material and diligently seek to effect, to the extent possible, the recall or cancellation of any such advertising material already authorized or distributed.

4.4 ~~Except with respect to any Incidental Use,~~ Company shall submit to Southland all ~~prototype~~ advertising material (including promotional ~~copy~~, artwork, and layout) relating to Southland's ~~sponsorship~~ of each park Concession, plus ~~appropriate~~ background data in connection with such ~~advertising material, together with a brief statement as to the~~

See page 6 A, paragraph 4.4

Paragraph 4.4

Paragraph change:

Company shall submit to Southland all prototype advertising material (including promotional copy, artwork, and layout) using any Southland Properties in a manner other than an Incidental Use (hereinafter the 'Restricted Advertising Material') plus appropriate background data in connection with such advertising material, together with a brief statement as to the use to which the Restricted Advertising Material will be put and the media through which and the period of time during which it will be distributed or displayed. Company agrees not to use any Restricted Advertising Material without first obtaining in writing, the specific approval of Southland. Company shall furnish to Southland final proofs and scripts of all Restricted Advertising Material which differs significantly from the proposal or prototypes approved by Southland. Such proofs and scripts shall indicate the specific use to which they will be put, and shall be submitted to Southland within a reasonable time before they are forwarded or made available to the publishing media. Southland shall require the trademark or registration notices provided by Southland on all Restricted Advertising Materials. In the event Southland reasonably finds any of such proofs or scripts significantly different from the proposals or prototypes approved, or inappropriately or untimely used, Company shall immediately after being notified to that effect by Southland, and in no event longer than ten (10) days after receipt of such notice, cause the withholding or discontinuance of such Restricted Advertising Material and diligently seek to effect, to the extent possible, the recall or cancellation of any such Restricted Advertising Material already authorized or distributed.

use to which the advertising material will be put and the media through which and the period of time during which it will be distributed or displayed. Company agrees not to use any such advertising material relating to Southland's sponsorship of any of the Park Concessions without first obtaining, in writing, the specific approval of Southland. Such advertising material relating to Southland's sponsorship of each Park Concession, including any photographs or any other representations of the Park or of any Park Concession, artwork, and any other artistic phases of such advertising material, shall also be subject to the prior written approval of Southland. Company shall furnish to Company final proofs and scripts of all advertising material relating to Southland's sponsorship of each Park Concession which differs significantly from the proposals or prototypes approved by Southland. Such proofs and scripts shall indicate the specific use to which they will be put, and shall be submitted to Southland within a reasonable time before they are forwarded or made available to the publishing media. Southland shall require the trademark or registration notices provided by Southland on all advertising materials relating to Southland's sponsorship of each Park Concession which display Southland's name, or any other Southland Property. In the event Southland reasonably finds any of such proofs or scripts significantly different from the proposals or prototypes approved, or inappropriately or untimely used, Company shall, immediately after being notified to that effect by Southland, and in no event longer than ten (10) days after receipt of such notice, cause the withholding or discontinuance of such advertising material and diligently seek to effect, to the extent possible, the recall or cancellation of any such advertising material already authorized or distributed.

4.5 Subject to Paragraph 4.4, Company shall have the right to photograph, take motion pictures of, televise, make miniatures of or otherwise reproduce in any manner or through any medium, any Park Concession, the Display and/or the Park. Company may use, sell, or license any such picture or other reproduction of the same for any purpose, commercial or otherwise, during the term hereof; provided that if such picture or reproduction to be sold or licensed by Company contains any Southland Property, the Company must obtain Southland's prior written approval, to be granted in Southland's sole discretion. Any use approved by Southland of any Southland Properties shall be in good taste and in a manner consistent with the standards of Southland and in compliance with the design of Southland's logos and registered trademarks, including the trademark or registration notices provided by Southland.

see page 7

4.6 Company desires to cooperate with Southland in joint advertising/sales promotions which, from time to time, the parties may mutually desire to undertake. These promotions would involve the cooperation of Company's and Southland's

Paragraph 4.5

In line seven:

and after the expiration or earlier termination of this Agreement; provided such photograph, motion picture and other reproduction of the same shall either: (a) not display any Southland Properties or (b) only display Southland Properties as an Incidental Use. If such photograph, motion picture or other reproduction of the same displays Southland Properties in a manner other than an Incidental Use, then Company shall obtain Southland's prior written approval before selling or licensing same.

respective advertising agencies and marketing departments and aim at increasing public acceptance and appreciation of Southland's products and Company's Park and the shows, exhibits, attractions and entertainment at the Park.

5. TERMINATION; DELAY IN PERFORMANCE; FORCE MAJEURE

5.1 Company and Southland agree that this Agreement shall be independent of and separate from any other agreement between Southland and Company or any of their respective subsidiary or affiliated companies, and any default by Southland or Company under this Agreement shall have no affect on or constitute a default under any other agreement between Southland or Company or any of their respective subsidiary or affiliated companies.

5.2 Either party may, in addition to all legal and equitable remedies available to it, cancel and terminate this Agreement in the event the other party shall fail to perform any of the provisions hereof to be performed by such other party and such nonperformance shall continue for a period of thirty (30) days after receipt of written notice of such nonperformance or, if the cure of such nonperformance is of the nature that cannot be accomplished within a thirty (30) day period, the nonperforming party does not in good faith diligently commence and proceed with the cure of such nonperformance within such thirty (30) day period and continue thereafter until such nonperformance is cured.

5.3 In the event that this Agreement is terminated at any time other than the last day of a Contract Year, the Annual Sponsorship Fee shall be adjusted in accordance with the following formula and shall thereafter be referred to herein as the "Adjusted Sponsorship Fee": The greater of (i) the sponsorship fee determined by the rate per thousand guests entering the Park set forth in the Rate Schedule applicable to the Contract Year in which termination occurs, multiplied by the actual number of guests who entered the Park from the commencement of the then current Contract Year to and including the date of termination of this Agreement divided by one thousand; or (ii) the Guaranteed Minimum Payment set forth in the Rate Schedule (as defined in Exhibit B) applicable to the Contract Year in which termination occurs multiplied by a fraction, the numerator of which is the number of days from the commencement of the then current Contract year to the date of termination of this Agreement and the denominator of which is the total number of days in the then current Contract Year.

5.4 If the Park is closed to the public for a period of time longer than required for the performance of periodic maintenance and rehabilitation, which period of time is hereby set as a total of thirty (30) days during each Contract Year, then the term of this Agreement shall be automatically extended

for a period of time equivalent to such period of closing in excess of such thirty (30) days, and no additional annual fee shall be payable with respect to such extended period. Should the Park be closed for a period of sixty (60) consecutive days, Southland shall have the option to immediately terminate this Agreement by giving written notice to Company and upon such termination Southland shall only be obligated to pay Company the Adjusted Sponsorship Fee and Company shall refund to Southland any portion of the Estimated Payment (as defined in Exhibit B) in excess of the Adjusted Sponsorship Fee.

5.5 In the case of a force majeure casualty resulting in damage or destruction resulting in the closing of the Park or substantially all of the Park, Company shall have the option either to restore the Park at its own cost and expense or to immediately terminate and cancel this Agreement. In the event Company decides to terminate this Agreement, Southland shall only be obligated to pay Company the Adjusted Sponsorship Fee and Company shall refund to Southland any portion of the Estimated Payment in excess of the Adjusted Sponsorship Fee. If Company elects to restore the Park, the Guaranteed Minimum Payment used in determining the Annual Sponsorship Fee shall be adjusted as follows: The Guaranteed Minimum Payment set forth in the Rate Schedule applicable to the Contract Year in which the restoration occurs shall be multiplied by a fraction, the numerator of which is the total number of days in the then current Contract Year less the number of days the ~~Company is restoring the Park~~ *the Park is closed for restoration during the then Contract Year and the denominator of which is the total number of days in the then current Contract Year.

5.6 During the term of this Agreement and upon expiration or earlier termination of this Agreement, all graphics and signage installed in the Park which includes any Southland Properties shall be destroyed by Company or otherwise disposed of in a manner satisfactory to Company and Southland. Notwithstanding anything in this Agreement to the contrary, upon termination of this Agreement for any reason, in addition to any other rights or obligations set forth herein, the Company shall pay Southland all sums due and owing for, and Southland shall supply, all Southland products ordered or purchased by Company prior to such date of termination.

6. MODIFICATION AND DISCONTINUANCE OF ATTRACTION; ADMISSIONS

6.1 Southland recognizes that, from time to time, Company may desire to make changes to and to reconsider and revise the format and contents of the Park including the Park Concessions. Accordingly, Company shall have the right at any time to immediately make changes to the Park and the Park Concessions or to immediately and permanently discontinue operation of any Park Concession. In addition, Company and Southland shall each have the right to terminate and cancel its

obligations under this Agreement with or without cause upon sixty (60) days prior written notice to the other party. In the event of termination pursuant to this Paragraph 6.1 Southland shall only be obligated to pay Company the Adjusted Sponsorship Fee and Company shall refund to Southland any portion of the Estimated Payment in excess of the Adjusted Sponsorship Fee.

6.2 Periodically throughout the duration of this Agreement, the decor of any Park Concession may be redesigned, redecorated or rehabilitated to the aesthetic standards of Company and to accommodate, to the extent Company deems possible, new products, policies, or promotional plans of Southland. The extent and nature of such work and payment of the cost thereof is difficult to anticipate at the execution of this Agreement; therefore, it is the mutual desire of the parties that such matters be negotiated in good faith on a case-by-case basis throughout the duration of this Agreement. If Company and Southland cannot in good faith agree on the nature of such work and payment of the costs thereof, either party may terminate this Agreement by giving the other party ten (10) days prior written notice of termination. In the event of such termination and cancellation by either party, Southland shall only be obligated to pay to Company the Adjusted Sponsorship Fee and Company shall refund to Southland any portion of the Estimated Payment in excess of the Adjusted Sponsorship Fee.

7. INDEMNIFICATION; INSURANCE

7.1 Company agrees to indemnify, hold harmless and defend Southland, and *~~its~~ subsidiary and affiliated companies,* Southland's from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to such claims (whether based on tort, breach of contract, patent or copyright infringement or otherwise) including reasonable attorneys' fees, arising out of (i) construction, operation or maintenance of the Park Concessions, (ii) any designs or materials provided by Company for use in advertising or promotions permitted hereunder regardless of and Southland's prior approval of such designs or materials, ~~or~~ (iii) acts or omissions of Company, its representatives, agents or employees. The provisions of this Paragraph 7.1 shall survive the expiration or earlier termination of this Agreement.

7.2 Southland agrees to indemnify, hold harmless and defend Company, *~~its~~ parent, subsidiary and affiliated companies *Company's from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to such claims (whether based on tort, breach of contract, patent or copyright infringement, or otherwise), including reasonable attorneys' fees, arising out of or based on (i) any designs, plans, specifications, materials or components furnished by Southland to Company and incorporated as part of any Park Concession,

(ii) any designs or materials provided by Southland for use in advertising or promotions permitted hereunder regardless of Company's prior approval of such designs or materials, and (iii) the acts or ~~*omission~~ and of Southland or its representatives, *omissions agents or employees. The provisions of this Paragraph 7.2 shall survive the expiration or earlier termination of this Agreement.

7.3 ~~Company shall at its expense maintain in full~~ force and effect during the term of this Agreement comprehensive and general business liability insurance coverage with a responsible insurance carrier satisfactory to Southland, including products liability coverage and contractual coverage, with Southland named as additional insured except with respect to its own negligence or willful misconduct, with a combined ~~single limit of $4,000,000 per occurrence~~. Within 30 days of Southland's written request, Company shall furnish Southland with a certificate of insurance, and/or any renewal certificate thereof, evidencing the above coverages. Such certificate shall contain a clause for notification of Southland twenty (20) days in advance of any cancellation or change in coverage. see page 1.

7.4 ~~Southland shall at its expense maintain in full force and~~ effect during the term of this Agreement comprehensive and general business liability insurance coverage, including products liability coverage and contractual coverage, with the Company named as an additional insured except with respect to its own negligence or willful misconduct, with a combined single limit of ~~$1,000,000~~; provided that Southland, at its option, may self-insure with respect to the above coverage and ~~dollar limits~~. Within thirty (30) days of the Company's written request, Southland shall furnish the Company with a certificate of insurance ~~(or certificate of self-insurance, as the case may be)~~ and/or any renewal certificate thereof, evidencing the above coverages. Such certificates shall contain a clause for notification of the Company twenty (20) days in advance of any cancellation or change in coverage.

8. NOTICE - All notices required or permitted to be given hereunder shall be deemed given if deposited in the United States mail, certified or registered, return receipt requested, with postage thereon prepaid and addressed to Company at:

Sea World, Inc.
Attn: Corporate Sponsorships
1720 South Shores Road, Mission Bay
San Diego, California 92109

with a copy to:

Harcourt Brace Jovanovich, Inc.
Attn: Legal Department
1250 Sixth Avenue
San Diego, CA 92101

Paragraph 7.3

First sentence:

Company shall at its expense maintain in full force and effect during the term of this Agreement comprehensive general liability products liability and insurance coverage with a responsible insurance carrier satisfactory to Southland including contractual coverage but excluding Southland's negligence or willful misconduct in the preparation, processing, manufacture, packaging, shipment and delivery to Company of Southland's products, with Southland named as additional insured and with a combined single limit of $4,000,000 per occurrence.

Paragraph 7.4

First sentence:

Southland shall at its expense maintain in full force and effect during the term of this Agreement comprehensive general liability insurance coverage with a responsible insurance carrier satisfactory to Company, including contractual and broad form vendors endorsement and products liability coverage but excluding Company's negligence or willful misconduct in dispensing Southland's products, with Company named as an additional insured and with a combined single limit of $1,000,000 per occurrence.

and to Southland at:

The Southland Corporation
Attn: Vice President, Southland Dairies
2828 North Haskell
Dallas, Texas 75204

with a copy to:

The Southland Corporation
Attn: Legal Department
2828 North Haskell
Dallas, Texas 75204

or to such other addresses as the parties may direct by notice given in accordance with this Paragraph 8.

9. RIGHT OF FIRST REFUSAL

If, at any time during this Agreement, Company acquires or opens another theme park for business anywhere in the United States (the "New Park"), Company hereby grants to Southland the right of first refusal to sponsor the ice cream parlor and ice cream cart concessions of such New Park; provided, however, that if a New Park is acquired, and at the time of such acquisition, the New Park is contractually obligated to a current sponsor for its ice cream parlors and ice cream carts, then the right of first refusal granted to Southland under this Paragraph shall become effective when the New Park is no longer contractually obligated to the New Park's ice cream parlor and ice cream cart sponsor.

10. TRADE PARTY

Company agrees to host, at the Park, one trade party each Contract Year to promote the Park and Southland products to Southland's customers. In addition to the complimentary tickets provided under Paragraph 11 of this Agreement, Company agrees to provide to Southland up to Two Hundred (200) complimentary Park admission tickets for such trade party to be distributed by Southland to Southland's customers. All arrangements and responsibility for the cost for each trade party shall be mutually agreed to by Company and Southland. Each trade party shall be scheduled as mutually agreed to by Company and Southland.

11. COMPLIMENTARY PARK ADMISSION TICKETS

Company agrees to provide Southland One Hundred (100) complimentary Park admission tickets for each Ten Thousand Dollars ($10,000) of Annual Sponsorship Fees paid by Southland to Company under this Agreement.

12. MISCELLANEOUS

12.1 The failure of any party to insist upon a strict performance of this Agreement, or any of the provisions hereof, shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such provisions. All waivers of any provisions of this Agreement must be in writing, duly signed by the party making such waiver.

12.2 The provisions contained herein constitute the entire Agreement between the parties and no statement or inducement with respect to the subject matter hereof by any party or by any agent or representative of any party which is not contained in or provided for in this Agreement shall be valid or binding as between the parties. This Agreement may not be amended except by a writing signed by the parties.

12.3 Neither Company nor Southland shall assign any rights or delegate any duties under this Agreement without the other party's prior written consent.

12.4 Whenever under the provisions of this Agreement it is necessary for one party to obtain the other party's consent or approval, ~~except as otherwise set forth therein~~, such other party's consent or approval shall not be unreasonably withheld or delayed.

12.5 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of ~~Texas~~. California

THE SOUTHLAND CORPORATION

By: _____

Title: Vice President

Date: 5/27/87

Attest: _____
Assistant Secretary

SEA WORLD, INC.

By: _____

Title: Pres. Dent

Date: 6/2/87

EXHIBIT "A"

Southland is in the business of manufacturing and distributing products including, without limitation, the following:

Homogenized Milks
Low Fat Milks
Nonfat Milks
Skim Milks
Buttermilk
Cultured Milks
Chocolate Milks
Flavored Milks
Heavy Creams
Light Creams
Whipping Creams
Ice Cream Sandwiches
Ice Cream Bars
Frozen confections,
including those marketed under the
trade name "Bomb Pops"
Ice Milk Bars
Plain and Flavored Yogurts
Aerosol Cream Topping
Coffee Creamers (Half & Half or nondairy)
Milk Shake Base
Soft Ice Cream Mix
Sterilized Milks and Creams
Half & Half
Sour Creams
Cottage Cheese
Ice Cream (bulk or package)
Ice Milk (bulk or package)

EXHIBIT "B"

Southland agrees to pay Company an Annual Sponsorship Fee in accordance with the following schedule:

Rate Schedule

Contract Year	Rate Per Thousand Guests Entering the Park	Guaranteed Minimum Payment
1987	$13.75	$25,000
1988	14.44	25,000
1989	14.44	25,000
1990	15.16	25,000
1991	15.16	25,000

Upon signing this Agreement, and thereafter on or before March 1st of each subsequent Contract Year, Southland shall pay Company fifty percent (50%) of the Annual Sponsorship Fee based on Company's projected Park attendance for the applicable Contract Year (the "Estimated Payment").

At the end of each Contract Year but no later than January 15 of the subsequent year, Company shall submit an invoice to Southland for the Annual Sponsorship Fee for such Contract Year. Company's invoice shall indicate:

A. The actual number of guests who entered the Park during the applicable Contract Year (the "Actual Park Attendance");

B. The sponsorship fee rate set forth in the above Rate Schedule applicable to such Contract Year;

C. The total Annual Sponsorship Fee due for such Contract Year based on (i) Actual Park Attendance or (ii) the Guaranteed Minimum Payment set forth in the above Rate Schedule applicable to such Contract year, whichever is greater;

D. A credit for the amount of the Estimated Payment received from Southland upon the commencement of such Contract Year; and

E. The unpaid balance of the Annual Sponsorship Fee which shall be immediately due and payable.

LDSMISC76

Expired
2/15/93 - 12/31/93

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego (CITY), as lessor under that certain lease agreement (MASTER LEASE) entered into with

SEA WORLD, INC.

(LESSEE) and filed in the Office of the City Clerk as document 762304 as subsequently amended hereby consents to that certain Sponsorship Agreement between the above LESSEE and

SOUTHWEST AIRLINES COMPANY (SPONSOR)

The Sponsorship Agreement shall be subordinate to the MASTER LEASE in all respects. The CITY is merely approving the Sponsorship Agreement and the proposed use, and all terms and conditions of the MASTER LEASE shall control and supersede any inconsistent or contrary provisions in the Sponsorship Agreement. The CITY is not bound by any term or condition in the Sponsorship Agreement which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following conditions:

1. SPONSOR and LESSEE must comply with the CITY sign ordinances and Mission Bay Park sign and color policy.

2. All monetary or other consideration received by LESSEE will be considered institutional advertising income and rent will be payable to the CITY on said income at the rate specified by the MASTER LEASE which is 2.5%.

3. Finally, as per Article XXXIX of the MASTER LEASE, all new contracts for institutional advertising on the premises, and any modifications of the Sponsorship Agreement shall require the prior written approval of the City Manager.

THE CITY OF SAN DIEGO

Dated 7-28-93

By _____
Supervising Property Agent

APPROVED AS TO FORM
John W. Witt, City Attorney

Dated 7/29/93

By _____
Chief Deputy

AGREED TO:
SEA WORLD, INC.

Dated 8-13-93

By _____

For acknowledgment purposes only and without assuming any responsibility or obligation whatsoever except as expressly set forth in the Sponsorship Agreement dated April 29, 1988:

SOUTHWEST AIRLINES ~~COMPANY~~ Co.

Dated 2-1-94

By _____
CORPORATE COUNSEL

JVN:rc

SECOND AMENDMENT TO SPONSORSHIP AGREEMENT
BETWEEN SOUTHWEST AIRLINES CO. AND
SEA WORLD OF TEXAS, INC. DATED DECEMBER 31, 1987

THIS SECOND AMENDMENT to Sponsorship Agreement is entered into on the _____ day of _____, 1991, by and between Southwest Airlines Co. ("Sponsor") and Sea World of Texas, Inc. ("Sea World").

W I T N E S S E T H:

WHEREAS, Sponsor and Sea World entered into a Sponsorship Agreement dated December 31, 1987 (the "Agreement");

WHEREAS, the Agreement has been previously amended by the parties;

WHEREAS, the operating schedule for the Park was recently converted from being open year-round to a seasonal calendar;

WHEREAS, the parties desire to modify, amend and supplement the Agreement as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. All capitalized terms not otherwise defined in this letter shall have the meanings ascribed to such terms in the Agreement.

2. Reference Subparagraph 1.1, Term of Agreement.

The expiration date of the Agreement shall be December 31, 1993. The final Contract Year shall be that period commencing on April 15, 1993 through December 31, 1993.

3. Reference Paragraph 2, Sponsorship Fees.

Commencing with the Contract Year beginning April 15, 1991, the Sponsorship Fee shall be due and payable as follows:

December 1, 1991	$100,000.00 payment due
April 15, 1992	$125,000.00 payment due
April 15, 1993	$25,000.00 payment due

All such payments are subject to any applicable credits pursuant to Article 10 of the Agreement. The foregoing represents the entire amount of Sponsorship Fees due for the balance of the term of the Agreement.

4. Sponsor accepts the aforementioned adjustments to the term of the Agreement and the sponsorship fees as its sole and exclusive compensation and agrees no further adjustment is required as a result of the modification of the park operating schedule.

5. All future notices, requests, consents and other communications required or permitted under the Agreement shall be addressed to Sea World as follows:

Sea World, Inc.
Attention: Corporate Sponsorships
1720 South Shores Road, Mission Bay
San Diego, California 92109

With copies to:

Sea World of Texas, Inc.
10500 Sea World Drive
San Antonio, Texas 78251
Attention: Robin D. Carson, President

Sea World, Inc.
Attention: Legal Department
7007 Sea World Drive
Orlando, Florida 32821

Busch Entertainment Corporation
One Busch Place
St. Louis, Missouri 63118
Attention: Vice President-Marketing

6. Except as amended herein, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by authorized representatives as of the date first above written.

SOUTHWEST AIRLINES CO.

BY: _____

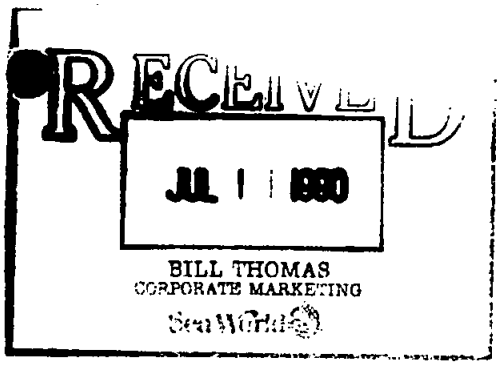
TITLE: _____

SEA WORLD OF TEXAS, INC.

By: _____

TITLE: VP Marketing

AMENDMENT TO AGREEMENT
DATED DECEMBER 31, 1987
BETWEEN
SOUTHWEST AIRLINES CO.
AND
SEA WORLD OF TEXAS, INC.



When executed by both parties, this shall constitute an amendment to the Southwest Airlines Sponsorship Agreement dated December 31, 1987 (the "Agreement") by and between Southwest Airlines Co. and Sea World of Texas, Inc.

1. Article 2 of the Agreement is hereby amended to read as follows:

"2. Sponsorship Fees - In full consideration of all the terms and provisions of this Agreement, Sponsor shall pay to Sea World an annual sponsorship fee of $250,000 (the "Sponsorship Fee") on or before the first day of each Contract Year, subject to credits as provided in Article 10 hereof. Effective April 15, 1990, the Sponsorship Fee shall be reduced to $125,000, subject to the credits as provided in Article 10 hereof."

2. Article 10 of the Agreement is hereby amended by adding thereto the following Paragraph 10.10:

"10.10 Sponsor will paint an additional new 737-500 ("Shamu Three") aircraft to resemble Sea World's killer whale, Shamu, to enter into service at a date and in a manner to be agreed by the parties, presently anticipated to be September 1990. This aircraft shall be in addition to the 737-300 ("Shamu One") already in service under this Agreement, and an additional 737-500 ("Shamu Two") to enter service in May 1990 pursuant to the Southwest Airlines Sponsorship Agreement between Sponsor and Sea World, Inc. dated April 29, 1988, as amended. It is the intent of the parties that each aircraft shall remain in service during the balance of the term of its respective sponsorship agreement. The $85,000 annual credit referred to in Section 10.2 hereof shall be available for paint touch-up and costs of touching up of Shamu Two and Shamu Three as well as Shamu One."

3. All other terms and conditions of the Sponsorship Agreement remain in full force and effect.

ACCEPTED AND AGREED:

SOUTHWEST AIRLINES CO.

By Herbert D. Kelleher

Title Chairman + President

Date 7/4/90

SEA WORLD OF TEXAS, INC.

By

Title CHAIRMAN

Date 6/25/90

12/31/1987-
4/15/1993

SOUTHWEST AIRLINES SPONSORSHIP AGREEMENT

This Agreement, dated December 31, 1987, by and between SOUTHWEST AIRLINES CO., a Texas Corporation having its principal place of business at P.O. Box 37611, Dallas, Texas 75235-1625 (hereinafter referred to as "Sponsor") and SEA WORLD OF TEXAS, INC., a Delaware corporation, having its principal place of business at 10500 Sea World Drive, San Antonio, Texas 78251 (hereinafter referred to as "Sea World") is entered into with respect to the following:

WHEREAS, Sea World owns and intends to open in April 1988 a marine life park in San Antonio, Texas (hereinafter referred to as the "Park") containing numerous shows, exhibits, and attractions, including without limitation the attraction known and described as follows: "New Friends," the Park's multi-species marine mammal exhibit and show (hereinafter referred to as the "Attraction");

WHEREAS, Sponsor is in the business of operating an airline and in furtherance of its business, Sponsor desires to promote and publicize Sponsor's corporate name and corporate activities by sponsoring the Attraction; and

WHEREAS, Sea World and Sponsor wish to publicize the Park and encourage tourism and travel to South Texas for their mutual benefit;

NOW THEREFORE, in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties hereto mutually covenant and agree for the term hereof as follows:

1. TERM OF AGREEMENT

1.1 The term of this Agreement shall be for a period of five years (hereinafter each year of the term hereof shall be referred to as a

"Contract Year") from the Commencement Date of April 15, 1988 and terminating on April 14, 1993 unless sooner terminated or extended as hereinafter provided.

1.2 Prior to the commencement of the first Contract Year, Sea World and Sponsor shall engage in joint marketing and promotional activities as agreed between the parties, and such other activities related to this sponsorship arrangement as deemed necessary to secure the full benefit of this Agreement for both parties.

2. SPONSORSHIP FEES - In full consideration of all the terms and provisions of this Agreement, Sponsor shall pay to Sea World an annual sponsorship fee of $250,000 on or before the first day of each Contract Year, subject to credits as provided in Article 10 hereof.

3. SPONSORSHIP TERMS AND PROVISIONS:

3.1 Sea World hereby grants to Sponsor an exclusive right during the term of this Agreement to be identified as the sponsor of the Attraction and as the official airline of Sea World of Texas, Inc.

3.2 Sea World shall cause signage of Sponsor's business name and business activities (the "Display") to be constructed at the Attraction substantially in accordance with the location, plans, specification, and description agreed to by Sea World and Sponsor. Certain plans and specifications of the Display are set forth in Exhibit A attached hereto. Sea World's staff shall assist Sponsor at no cost in design and layout of the graphics and concepts and in the supervision of the construction and implementation of the plans of the Display. Direct out-of-pocket costs incurred by Sea World associated with Sea World's assistance or construction of the Display shall be shared by Sponsor and Sea World as provided in Exhibit A. With the exception of Sponsor's information panel, the Display and Attraction shall be completed on or about April, 1988. Sea World shall operate and maintain the Attraction and the Display, upon its completion, in accordance with the terms and conditions of this Agreement.

3.3 The Attraction shall be identified as "presented by Southwest Airlines." Sea World shall cause the Attraction and Display to be open to guests of the Park during normal Park operating hours at the times the Park is open to the public. The Attraction and Display shall be operated in such manner, upon such terms, conditions, operating procedures and practices as may be established by Sea World from time to time.

3.4 During the term of this Agreement and subject to the agreement of Sponsor and Sea World as to time, place, and manner, Sea World shall, if Sponsor so desires:

(a) Have the Display demonstrate and publicize Sponsor's business, as agreed to by Sea World and Sponsor;

(b) Have Sponsor's corporate name or any symbol, trademark, certification mark, and design used by Sponsor in the promotion of Sponsor's products, appear in the Display, and on materials publicizing and promoting the Attraction, all in a manner so as to designate Sponsor as the sponsor of the Attraction;

(c) Have such identification of Sponsor's sponsorship of the Attraction included in recorded or live announcements at the Attraction;

(d) Place graphic materials and signs identifying Sponsor's business in the Display. Sea World shall have the right, but not the obligation, at Sea World's own expense to use such graphic material and signs in any other location within the Park selected by Sea World;

(e) Be included in and identified as sponsor of the Attraction in maps, guide books, directories, programs or similar materials distributed by Sea World to its guests as Sponsor and Sea World agree, including without limitation the "park map";

(f) Have an employee of Sea World from time to time render services as a narrator at Sea World's expense, describing the Attraction

and on each such occasion referring to Sponsor's sponsorship of the Attraction, and at Sea World's discretion have an employee of Sea World present at the Attraction outfitted in Sponsor's uniform;

(g) Be mentioned in rack brochures printed and distributed by Sea World, estimated at between three and four million annually, including display of Sponsor's name and logo and a statement that Sponsor is the sponsor of the Attraction and is the official airline of Sea World of Texas, Inc. Displays of Sponsor's name and logo and description of Sponsor's sponsorship of the Attraction shall be comparable to such displays and descriptions for sponsors of comparable attractions; and

(h) Where practical and appropriate, be mentioned in press kits and press releases prepared by Sea World's Public Relations Department as the Sponsor of the Attraction and/or the official airline of Sea World of Texas, Inc.

3.5 Except as provided in Paragraph 3.2 above, the signs and graphics of the Display shall be designed, constructed and installed at Sponsor's expense and shall include appropriate identification of Sponsor as sponsor. Normal maintenance, including painting, will be performed by Sea World. The provisions of this Paragraph 3.5 shall be exercised in good taste and in conformity with the general scheme and plan of the Park and of the various areas within the Park. The judgment of Sea World in this regard shall be conclusive as to all such matters.

3.6 Sea World may from time to time modify the Display as it deems appropriate provided that any modification of items identified with Sponsor will require prior consultation with Sponsor. In the event Sponsor desires to modify the form or content of the Display, such modifications shall be subject to prior written approval by Sea World and shall be accomplished at the expense of Sponsor.

3.7 Sea World may from time to time modify the Attraction as it deems appropriate. Sea World shall notify and consult with Sponsor in advance of any modification made to the color, visual appearance, signs,

banners, or graphics of the Attraction, or relating to any material aspect of Sponsor's rights and obligations under this Agreement.

3.8 Sea World shall, at its own expense, operate and maintain the Attraction and pay all taxes thereon, except taxes on any personal property owned by Sponsor that is used in connection with the Attraction. All proceeds derived from operation of the Park and the Attraction shall be on account of, retained, and owned by Sea World.

3.9 (a) During the term of this Agreement, Sea World shall, at its own expense:

(i) maintain the Attraction and the Display in a first-class manner, adhering to the standards applying to other sponsors' attractions in the Park, and

(ii) provide suitably attired attendants to staff the Attraction. The attendants shall be employees of Sea World, and Sponsor shall have no participation in or responsibility for the hiring, training, supervision or compensation of the attendants; at Sea World's election, Sponsor may provide its employees for such staffing, any such employees to be subject to Sea World's rules and regulations.

(b) Except as otherwise expressly provided herein, Sea World shall have complete discretion in operation and maintenance of the Attraction. Notwithstanding any other provision of this Agreement, Sea World shall have the right to advertise and publicize the Attraction and the Park in any manner which Sea World may elect.

3.10 Notwithstanding any other provision of this Agreement, Sponsor is granted only a right to sponsor the Attraction. Sponsor agrees that, notwithstanding any expenditure or payment by Sponsor for the creation and installation of the Display, Sponsor shall have no interest in, claim in or to, or right of ownership in the Park or the Attraction, any of the buildings, structures, fixtures, or additions or improvements to the Park or the Attraction, or to any graphics or signs installed in

the Park including those relating to the Attraction or the Display, but not including the components of the Display which are created and provided solely by Sponsor from time to time and accepted by Sea World for use in connection with the Attraction to aid in accomplishing the objectives of this Agreement. Notwithstanding any other provision of this paragraph, Sea World shall not unreasonably refuse to return to Sponsor any graphic materials, signs, and banners for which Sponsor might have some use, provided such graphic materials, signs, and banners do not display any of Sea World's trademarks or any copyrighted matter owned by Sea World.

3.11 In order to assure the impact of the Display, to assure that the advertising and promotional undertakings pursuant to this Agreement shall not be diluted, and to preserve the value of Sponsor's association with Sea World, Sea World agrees that during the term of this Agreement (unless this Agreement shall be sooner terminated for any reason by either party and in such event then only to such termination date) Sponsor shall be the only sponsor of the Attraction and the only official airline of Sea World of Texas, Inc. There shall be no structure, or other activity or attraction in the Park which promotes business activities which are directly competitive with Sponsor's principal services or products, which for purposes of this Agreement shall be deemed to be air transport services. Sponsor shall, at any time at Sea World's request, review with Sea World individual situations which may involve competitive activities where, in Sea World's judgment, the advantages to Sea World of an opportunity for participation by a third party exceed any foreseeable detriment to Sponsor. In such cases, Sponsor shall not unreasonably withhold its consent to participation by such third party.

3.12 Except as expressly granted herein, nothing in this Agreement is intended to entitle any party to this Agreement to claim any right, title, or interest in, or right to use, the name of the other party, the name or existence of any property or facility owned by the other party (or any portion thereof), or any other names, designs, logos, symbols, trademarks, service marks, representations, or other identification of the other party.

4. ADVERTISING

4.1 Sponsor shall have the right, during the term of this Agreement, to advertise and publicize, anywhere in the world, Sponsor's sponsorship of the Attraction; provided, however, that all such advertisement and publicity must receive the prior written approval of Sea World, which approval shall not be unreasonably withheld. Where the Attraction is portrayed or shown by Sea World in paid media, Sea World will endeavor to include, but at Sea World's discretion, Sponsor's name as sponsor of the Attraction.

4.2 Sponsor shall not use, for any purpose, photographs of the Park, Attraction or Display other than photographs taken by a Sea World photographer or a photographer hired by Sea World (hereinafter "Photograph(s)"). Sponsor shall obtain Sea World's prior written consent in accordance with Paragraph 4.1 of this Agreement before using any Photograph. Upon the expiration or earlier termination of this Agreement, Sponsor shall promptly cease any further use of all Photographs. Whenever any Photograph is used by Sponsor, Sponsor shall include proper notice of Sea World's copyrights in such Photograph.

Sponsor's use of any such Photograph shall be in accordance with Paragraph 4.1 and restricted to the following uses and no other use:

(a) brochures for use by travel agents, airline ticket counters, ticket jackets, and similar uses;

(b) regular in-house publications for distribution to Sponsor's sales force;

(c) brochures distributed at the Attraction, airports, hotels and other tourist-oriented locations in Sponsor's marketing area showing Sea World's location on a map in relation to cities serviced by Sponsor and containing a minimal amount of copy regarding Sponsor's sponsorship of the Attraction;

(d) corporate informational publications produced by or on behalf of Sponsor for internal use;

(e) promotional flyers produced in connection with a joint Sea World/Sponsor promotion intended for distribution to Sponsor's passengers;

(f) local (i.e., South Texas) media in connection with community service events such as promotions or fund raisers designed to generate community benefit and favorable public relations; and

(g) national media in connection with joint Sea World/Sponsor promotions as provided for in Paragraph 4.6 of this Agreement.

Nothing in this Paragraph 4.2 authorizes Sponsor or anyone on behalf of Sponsor to take photographs of the Park including the Attraction or the Display for commercial purposes, without Sea World's prior written consent.

4.3 Sponsor shall submit to Sea World all advertising material (including promotional copy, artwork, and layout) relating to Sponsor's sponsorship of the Attraction, plus related background data in connection with such advertising, together with a brief statement as to the use to which the promotional material will be put and the media through which and the period of time during which it will be distributed or displayed. Sponsor agrees not to use any such advertising material relating to Sponsor's sponsorship of the Attraction without first obtaining in writing the specific approval of Sea World. In determining whether to grant such approval, Sea World shall exercise its judgments in good faith. Sponsor shall furnish to Sea World final proofs or scripts of all advertising material relating to Sponsor's sponsorship of the Attraction which differs significantly from the proposals or prototypes approved by Sea World. Such proofs and scripts shall indicate the specific use to which they will be put, within a reasonable time before they are forwarded or made available to the media. Sea World may require Sponsor to include such trademark and copyright notices as Sea World finds necessary or

appropriate in its sole judgment on any such advertising or promotional materials relating to Sponsor's sponsorship of the Attraction which display the Sea World name, or any other name, designs, logos, symbols, trademarks, service marks, or any other Sea World properties. In the event Sea World reasonably finds any proofs or scripts significantly different from the proposals or prototypes approved, or any Sea World properties are inappropriately or untimely used, Sponsor shall, immediately after being notified to that effect by Sea World, and in any event within ten (10) days after such notice is given, cause the withholding or discontinuance of such advertising and diligently seek to effect, to the extent possible, the recall or cancellation of any such advertising already authorized or begun.

4.4 Nothing in this Agreement shall be construed to give Sponsor the right to use the name of Sea World or the name, photographs or depictions of Shamu or other Sea World characters, designs, symbols, representations, figures, drawings, ideas, or other matter owned, developed, or created by Sea World or any of its affiliates, except as expressly approved by Sea World pursuant to Paragraph 4.3 and as provided in Article 10 hereof.

4.5 Sea World shall have the right to photograph, film, tape, televise, make miniatures and models of and otherwise reproduce images of the Park, the Attraction and the Display in any manner and through any medium, including without limitation audiovisual, print, and any other form of reproduction now known or hereafter developed. Sea World may use, sell, or license any such reproduction for any purpose, commercial or otherwise, both during the term hereof and after the expiration or earlier termination of this Agreement. Such use by Sea World may include the name "Sponsor" or any variation thereof, as used under this Agreement. Such use shall be in good taste and in a manner consistent with the standards of Sponsor and in compliance with the design of Sponsor's logos and trademarks.

4.6 Sea World desires to cooperate with Sponsor in joint advertising/sales promotions which, from time to time, as the parties may

mutually desire to undertake. These promotions are intended to involve the cooperation of both parties and their advertising agencies and marketing departments and aim at increased consumer use of Sponsor's airline and increased public acceptance and appreciation of Sea World, the Park and the shows, exhibits, attractions and entertainment at the Park.

4.7 Sponsor hereby grants to Sea World the limited right to the use of Sponsor's name, logos, trademarks, service marks, and photos of Sponsor's airplanes, facilities or equipment (collectively referred to as "Sponsor's Marks"), subject to the following restrictions:

(a) Sea World shall make no use of Sponsor's Marks other than for promotion of the Park, the Attraction, or travel to the Park;

(b) Sea World shall use only current Sponsor Marks, as may be determined by Sponsor, and shall discontinue use of any Sponsor Mark on 90 days' prior written request of Sponsor, except that any previously printed materials using said Mark may be used until exhausted;

(c) Sponsor may require Sea World to include such trademark, service mark or copyright notices in connection with Sponsor's Marks as may be necessary in Sponsor's sole judgment;

(d) In the event of Sponsor's written objection to use of its Marks in connection with any specific promotion or campaign, Sea World shall immediately discontinue use of Sponsor's Marks with respect thereto, except as to such uses previously approved by Sponsor;

(e) Sponsor's Marks shall remain the exclusive property of Sponsor, and the rights to use thereof granted hereunder shall terminate immediately upon the expiration or earlier termination of this Agreement.

5. TERMINATION: DELAY IN PERFORMANCE, EXTENSION OF TERM, FORCE MAJEURE

5.1 Either party may, in addition to all legal and equitable remedies available to it, cancel and terminate this Agreement in the event

the other party shall fail to perform any of the covenants, terms or conditions hereof to be performed by such other party and such nonperformance shall continue for a period of thirty (30) days after receipt of written notice of such nonperformance or, if the cure of such nonperformance is of the nature that cannot be accomplished within a thirty (30) day period, the party in default does not in good faith diligently commence and proceed with the cure of such nonperformance within such thirty (30) day period and continue thereafter until such nonperformance is cured.

5.2 If the Attraction is closed to the public for a period of time longer than required for the performance of periodic maintenance and rehabilitation, which period of time is hereby set as a total of thirty (30) days during a Contract Year, then the term of this Agreement shall be automatically extended for a period of time equivalent to such period of closing beyond thirty (30) days, and no additional annual fee shall be payable with respect to such extended period.

5.3 In the case of casualty or other cause resulting in damage or destruction of the Attraction, Sea World shall have the option either to restore the Attraction at Sea World's own cost and expense or to immediately terminate and cancel this Agreement. In the event Sea World decides to terminate this Agreement, Sea World shall have no further obligation or liability to Sponsor except to refund to Sponsor that portion of Sponsor's annual sponsorship fee paid to Sea World at the commencement of the then current Contract Year as the number of days remaining in the then Contract Year on the effective date of termination bears to 365.

5.4 Either party, at its option, may cancel this Agreement effective as of the end of the second Contract Year and each subsequent Contract Year by giving the other party written notice at least ninety (90) days prior to the end of such Contract Year. Either party may terminate this Agreement at any time in the event of a change in ownership or control of the other party, the other parties corporate name, or the

name under which the other party does business. Should this Agreement be terminated under this Paragraph 5.4 before the end of a complete Contract Year, Sea World shall refund to Sponsor that portion of Sponsor's annual sponsorship fee paid to Sea World upon the commencement of the then current Contract Year as the number of days remaining in such Contract Year on the effective date of termination bears to 365.

5.5 During the term of this Agreement and upon expiration or earlier termination of this Agreement, all graphics and signage installed in the Park or in the Attraction relating to the Display including all rights to the artwork, designs, logos, symbols, trademarks, service marks, representations, characterizations, ideas, materials, or copyrights thereof shall be the property of Sea World. Sponsor, upon the request of Sea World at any time during the term of this Agreement or thereafter, agrees to assign, convey, or otherwise transfer or have assigned, conveyed or transferred to Sea World, all said rights to all such graphics and signage. Nothing herein shall be deemed to give Sea World the right to use Sponsor's name, logos, symbols, trademarks, or service marks other than as provided in this Agreement or as agreed between the parties.

6. MODIFICATION AND DISCONTINUANCE OF ATTRACTION

6.1 Sponsor recognizes that, from time to time, Sea World may desire to make changes to and to reconsider and revise the format and contents of the Park including the Attraction. Accordingly, Sea World shall have the right at any time to immediately make changes to the Attraction or to immediately and permanently discontinue operation of the Attraction, and to terminate and cancel this Agreement without further liability or obligation to Sponsor by reason thereof, except for Sea World's obligation to refund to Sponsor that portion of Sponsor's annual sponsorship fee paid to Sea World upon the commencement of the then current Contract Year as the number of days remaining in the then current Contract Year on the effective date of termination bears to 365. In such event, Sponsor shall have the option to continue this Agreement as the Sponsor for another show or exhibit, or other attraction mutually

agreed by the parties or as the "Official Airline of Sea World of Texas" at an appropriately adjusted fee.

6.2 Periodically throughout the duration of this Agreement the decor of the Display may be redesigned, redecorated or rehabilitated to the aesthetic standards of Sea World and to accommodate, to the extent Sea World deems possible, new products, policies, or promotional plans of Sponsor. The extent and nature of such work and payment of the cost thereof is difficult to anticipate at the execution of this Agreement; therefore, it is the mutual desire of the parties that such matters be the subject of future agreement on a case-by-case basis throughout the duration of this Agreement to be negotiated in good faith.

7. INDEMNIFICATION; INSURANCE

7.1 Sea World agrees to indemnify, hold harmless and defend Sponsor, its parent, affiliated, and subsidiary companies, the officers, directors, agents, and employees of each, and its independent dealers, managers and distributors from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to any such claims (whether based on tort, breach of contract, patent or copyright infringement or otherwise) including reasonable attorneys' fees, arising out of (i) Sea World's operation of the Attraction, (ii) any designs or materials provided by Sea World for use in advertising or promotions permitted hereunder, and (iii) acts or omissions of Sea World, its representatives, agents or employees. The provisions of this Paragraph 7.1 shall survive the expiration of this Agreement or its earlier termination by either party.

7.2 Sponsor agrees to indemnify, hold harmless and defend Sea World, its parent, affiliated, and subsidiary companies, and the officers, directors, agents and employees of each from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to any claims (whether based on tort, breach of contract, patent or copyright infringement, or otherwise), including reasonable attorneys' fees, arising

out of or based on (i) the Display, (ii) any designs, plans, specifications, materials or components furnished by Sponsor to Sea World and incorporated as part of the Attraction or Display, (iii) any designs or materials provided by Sponsor for use in advertising or promotions permitted hereunder regardless of Sea World's prior approval of such designs or materials, and (iv) the acts or omission of Sponsor or its representatives, agents or employees. The provisions of this Paragraph 7.2 shall survive the expiration of this Agreement or its earlier termination by either party.

7.3 Sea World agrees to obtain and keep in force at Sea World's expense during the term hereof an insurance policy or policies insuring Sea World and Sponsor, as their respective interests may appear, against liability for injury to persons, including guests to the Attraction, arising out of the operation of the Attraction with limits of not less than One Million Dollars ($1,000,000) for public liability and property damage, and shall cause to be issued to Sponsor, on request, an appropriate certificate or certificates evidencing that such insurance is in force and will not be cancelled without thirty (30) days' prior written notice to Sponsor.

8. NOTICE

All notices required or permitted to be given hereunder shall be deemed given if deposited in the United States mail, certified or registered, return receipt requested, in a sealed envelope, with postage thereon prepaid and addressed to Sea World at:

Sea World of Texas, Inc.
10500 Sea World Drive
San Antonio, Texas 78251
Attention: George J. Becker, Jr., Chairman

with a copy to:

Harcourt Brace Jovanovich, Inc.
6277 Sea Harbor Drive
Orlando, Florida 32821
Attention: Chief Counsel

and to Sponsor at:

Southwest Airlines Co.
P.O. Box 37611
Dallas, Texas 75235-1625
Attention: Chairman of the Board and President.

or to such other addresses as a party may direct by notice from the party given in accordance with this Paragraph 8.

9. MISCELLANEOUS

9.1 The failure of either party to insist upon a strict performance of this Agreement, or any of the terms and conditions thereof, shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms and conditions.

9.2 The terms and provisions contained herein constitute the entire Agreement between the parties, merging all prior discussions, representations, and understandings, whether oral or written, and no statement or inducement with respect to the subject matter hereof by either party or by any agent or representative of either party which is not contained in, or expressly provided for, in performance of this Agreement shall be valid or binding as between the parties. This Agreement may not be amended except by a writing signed by an officer of each party.

9.3 Sponsor may not assign this Agreement or its rights hereunder without the prior written consent of Sea World, it being understood that Sponsor's name and current business activities and their association with Sea World form part of the consideration for Sea World's entry into this Agreement.

9.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

10. SPECIAL PROVISIONS

10.1 Sponsor will paint a new 737 aircraft to resemble Shamu, the design to be approved by Sea World, such approval not unreasonably to be withheld. The aircraft shall enter into service at a date and in a manner to be agreed by the parties, but not later than May 23, 1988 unless agreed to in writing by Sea World and shall remain in service for one year. Sponsor shall, consistent with scheduling requirements of the airline, use its best efforts to utilize the aircraft preponderantly on routes involving San Antonio, and the aircraft will visit all 28 cities served by Sponsor during the first Contract Year. In consideration thereof, Sponsor will receive a credit against the sponsorship fee payable for the first Contract Year in the amount of $125,000. Sea World shall have with respect to such aircraft the same rights provided in Paragraph 4.5 with respect to the Park, the Attraction, and the Display.

10.2 At the election of the parties, the aircraft may be kept in service for additional years. In such event, Sponsor shall receive a credit of $85,000 against the sponsorship fee for any such Contract Year(s), representing compensation for revenue lost during touch-up and costs of touching up. If the aircraft is in service for part of a Contract Year, the credit shall be reduced accordingly.

10.3 Sponsor and Sea World intend to engage in joint marketing activities designed for mutual support and benefit. A marketing plan for the first Contract Year is attached hereto as Exhibit B and made a part hereof. The parties agree to negotiate marketing plans for subsequent Contract Years prior to the expiration of the previous Contract Year.

10.4 Sea World agrees to permit Sponsor to conduct limited consumer research at the Park, the time, place, and manner thereof to be approved by Sea World.

10.5 Sea World will receive one or more featured editorial articles annually in Southwest Airlines' in-flight magazine, the content

of such articles and any illustrations for such article to be subject to the provisions of Article 4 hereof.

10.6 Sea World shall provide to Sponsor Two Thousand Five Hundred (2,500) complimentary tickets for each year that this Agreement is in effect; such tickets to be used by the employees and guests of Sponsor and to be distributed by Sponsor for promotional purposes only and not for resale.

10.7 Sea World shall provide to Sponsor and its employees discounts and VIP benefits, including without limitation special escorted Park tours and gifts, as agreed between the parties.

10.8 At the request of Sponsor, Sea World may permit Sponsor to erect an information and/or reservation booth within the Park. The design, location, staffing, and all other elements of any such booth shall be subject to agreement between the parties, as shall the division (if any) of the costs of construction and maintainance. Sponsor and Sea World shall have with respect to such booth all the rights and obligations provided in this Agreement with respect to the sponsorship relationship, the Park, the Attraction, and the Display.

10.9 During the period of May 23rd through May 28th, 1988, the aircraft described in Section 10.1 shall be dedicated to promotion of Sea World, and Sponsor as its official airline. It is anticipated that the aircraft will be put on "tour" and utilized in connection with promotional opportunities during this period, with the tour schedule to be agreed upon by the parties. The aircraft shall be provided at Sponsor's expense on May 23rd and May 28th, 1988, and the costs of aircraft ownership and operation for May 24, 25, 26, and 27 shall be shared equally between the parties provided Sea World's share of the costs shall be $8,012.50 per day or $32,050.00, for the costs of ownership, fuel, crew, landing fees and operations. In lieu of a cash reimbursement for Sea World's share of the costs under this Section 10.9, Sponsor shall receive a credit of $32,050.00 against the Sponsorship fee provided under Section 2 for the second Contract Year.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

SEA WORLD OF TEXAS, INC.

By: _____

Title: CHAIRMAN

Date: 1/4/88

SOUTHWEST AIRLINES CO.

By: Herbert D. Kelleher

Title: Chairman + President

Date: December 31, 1987

15721

EXHIBIT A

Plans and specifications for the Display shall be jointly developed and approved by Sponsor and Sea World. Upon completion, such plans and specifications shall be dated, initialed by each party, and inserted herein as part of Exhibit A. At that time, Sea World and Sponsor shall agree upon an apportionment of Sea World's direct out-of-pocket costs associated with Sea World's assistance and construction of the Display in accordance with Section 3.2 of the Agreement.

17211

EXHIBIT B

The following represents the overall marketing plan for the joint promotion of Sea World and Sponsor as the official airline of Sea World. It is not intended to be a comprehensive description of all activities to be undertaken or to exclude other activities which are contemplated by the parties and upon which the parties may hereafter mutually agree. Rather, it is intended to set forth the general contours of the joint marketing program, which each party covenants to perform in good faith to the mutual benefit of both.

I. In-Park Visibility for Sponsor

(a) New Friends Stadium

1. Sponsor will receive highly visible signage and identification at the multi-species stadium housing the Attraction. Sponsor and Sea World representatives will approve the location, size, copy, color, etc. of the signage and identification no later than January 30, 1988.

2. Sponsor will be prominently mentioned in the script narrative accompanying the Attraction as the sponsor of the Attraction and as the official airline of Sea World of Texas. Sea World representatives will provide a specific concept for script integration of Sponsor's credits no later than April 1, 1988.

3. Sponsors' name and logo will appear on the name tag of Sea World employees working at the Attraction. Sea World and Sponsor will jointly develop a uniform design incorporating Sponsor's name and logo for the "Operation Host(s)" for the Attraction not later than April 1, 1988.

(b) Ticket Stubs - Sponsors' logo, "Fly Southwest, Just Say When," will appear on all general admission tickets printed for sale or distribution after January 1, 1988 for the Sea World of Texas Park, along with mention of the Sponsor as the official airline of Sea World of Texas.

(c) Sponsor Reservations Booth - Sponsor shall have a "mini reservations" facility located in the main plaza entrance/exit area of the Park. Space will be suitable for communications wiring. The location will be agreed upon not later than January 10, 1988. Within the reservations center, Sponsor will have available

reservations phone lines or communications data drops. Space will be adequate for brochures, flyers and flight schedules. Sponsor may, at its option, station an employee in Southwest Airlines uniform at the reservations center. Exterior and interior signs, of suitable taste reasonably acceptable to Sea World, may be placed at the reservations center. All costs associated with the construction and maintenance of the "mini reservations" facility shall be shared equally between the parties.

(d) On-Premises Presence - It is anticipated that a live "T. J. Love" or similar character representing Sponsor will be allowed to mingle with Park guests in the vicinity of the mini reservations center. Sponsor shall provide the "T. J. Love" character costume which will be worn by a Sea World employee. All other costs associated with appearances by "T. J. Love" shall be shared equally between the parties.

(e) Exit Signage - Sea World shall provide promotional signage at or near the exit to the Park for Sponsor. Specific location and copy will be agreed upon no later than January 30, 1988. Size shall be consistent with other back-lit panels in the exit area.

(f) Sea World Employee Uniforms - Sponsor and Sea World will explore opportunities for Sea World employees to wear buttons, badges, or similar Sponsor ID as the relationship between the parties matures.

(g) Merchandising - Sea World anticipates developing merchandise such as caps, T-shirts, plush toys, and inflatables, relating to the aircraft described in Section 10.1. Sea World will absorb the costs of production of such items, and will receive all revenue associated with the sale thereof within the Park. In the event such items are to be sold outside the Park, the terms of such marketing shall be separately negotiated. Sponsor shall have the right to prior approval of any specific item to be produced. Additionally, Sponsor shall have the right to purchase quantities of such items at a cost to be negotiated at the time of Sponsor's approval with respect to any specific item.

II. Sponsor ID on Sea World Collateral

(a) Sponsor will be prominently mentioned on all brochures, in-park maps, directories, etc., created

and executed by Sea World. Mention on such collateral items shall be at least equivalent to that afforded other sponsors of the Park. Sponsor shall be mentioned in other collateral pieces, as appropriate under the circumstances, and consistent with the spirit of this Agreement.

(b) Manner of Mention - Sponsor shall have the right to designate the logo or slogan used on all collateral. Additionally, Sponsor shall be described as the official airline of Sea World of Texas. When appropriate, Sponsor shall receive additional copy mention in press releases and other printed materials, in a format mutually agreeable to the parties.

III. Discounts, Promotional Activities and Advertising

(a) Discounts

1. Sponsor Customers shall receive a 15% discount on one Sea World admission ticket for each valid proof of purchase presented, provided that the tickets are purchased at the Park on the date of admission to the Park.

2. Sea World will provide Southwest Airlines Company Club members the following:

(i) 20% discount off gate admission;

(ii) 15% discount off guided tours;

(iii) 10% discount off merchandise sold in the Park; and

(iv) all additional discounts and privileges provided to Shamu Club members.

3. Sponsor employees will receive a 20% discount on Sea World tickets for themselves and up to five additional guests whom they accompany to the Park provided that the tickets are purchased at the Park on the date of their admission to the Park.

(b) Shamu Club members who show their Shamu Club membership card will receive two bonus stickers on Company Club membership applications, with a limit of two such bonus stamps per person.

(c) Promotional Activities - All promotional activities, including public relations events, special events, media promotions, etc. will be negotiated in advance and agreed upon by authorized Sponsor and Sea World representatives.

(d) Cooperative advertising will be pursued in the introductory and rollout periods for the new Park. The total outlay for each company shall not exceed $150,000.00 in any Contract Year, unless mutually agreed by each party. Specific advertising programs will be negotiated and agreed upon by Sponsor and Sea World representatives. Among specific advertising programs to be undertaken are the following:

1. Sponsor will participate in the "First Family" promotion with a combination of airline tickets and cash contribution. Sponsor's total contribution shall not exceed $15,000.00, with tickets contributed being valued at $100.00 per round trip ticket. Sponsor's total contribution will be proportionate to that of other sponsors.

2. Sea World plans production of a television special promoting the opening of the Park. Sponsor will have the option to purchase spots at competitive prices. Sea World will forward details by January 30, 1988, and Sponsor will determine its level of participation by February 29, 1988.

3. Sea World contemplates production of Hispanic and public service specials through PBS and Univision. Sponsor will be given the option to participate as program or project sponsor. Details will be forwarded to Sponsor by Sea World not later than January 30, 1988, and Sponsor shall determine its level of participation by February 29, 1988.

4. Outdoor advertising will be coordinated between the marketing departments of Sea World and Sponsor with a decision by February 15, 1988 as to the quantity, timing, design, location and duration of outdoor advertising during the startup stage of the Park. Outdoor advertising will be considered in all Texas markets served by Sponsor and the following additional markets: New Orleans, Oklahoma City, Tulsa, St. Louis, Chicago, Kansas City, Nashville, Little Rock, Albuquerque, and Birmingham. Costs for cooperative outdoor advertising will be shared equally between the

parties including production costs and the cost of lease space. Where either party has a billboard under lease which is utilized in the program, the actual lease cost will be shared equally as well.

5. Sponsor and Sea World will explore opportunities for broadcast and print media co-promotions.

6. Regional and special interest marketing opportunities will be evaluated, with initial decisions by February 15, 1988 as to initial joint promotions. Ongoing opportunities will be considered as they become available.

7. The June issue of Sponsor's in-flight magazine will be targeted for a major promotion, including a two-page advertisement promoting Sea World of Texas and Sponsor as its official airline. Sponsor will contribute one page toward advertisement.

8. The parties will explore additional opportunities of cross-merchandising, including decoration of Sponsor's gates at appropriate cities, subject to mutual agreement of the parties.

9. Additional joint programs will be developed oriented toward senior citizens, military personnel, and "Fun Pack" purchasers.

IV. Sea World ID provided by Sponsor

(a) Uniforms - Sponsor will develop a uniform integrating Sea World ID to be worn by all customer contact employees. The uniform will be used for the months of June, July and August 1988. The final design shall be agreed upon by Sponsor and Sea World by February 1, 1988.

(b) Point of Sale Collateral - Sponsor will provide Sea World prominent visibility in its gate areas and passenger holding areas in the cities described above with respect to outdoor advertising. Visibility shall include brochures, counter cards, and posters where permitted or appropriate. Said point of sale collateral materials shall be approved by both parties by April 1, 1988.

(c) Sponsor Employee Mention of Sea World - Where consistent with other business requirements, at least

in cities described above with respect to outdoor advertising, Sponsor shall attempt to include reference to its status as the official airline of Sea World of Texas in reservations greetings, during all in-flight announcements on the aircraft described in Section 10.1, and on other flights where appropriate.

(d) Employee Education - Sea World and Sponsor will each have an opportunity to meet, educate, and make educational presentations to key staff members and employees of the other. Sponsor agrees to promote its relationship with Sea World through its employee newsletter, LUV LINES.

V. Other Promotions

(a) Sponsor and Sea World will conduct joint press conferences in Dallas, Houston and San Antonio on January 5, 1988, announcing their relationship as described in this Agreement.

(b) Sea World and Sponsor will develop a joint video presentation, will develop a joint speakers bureau, will attempt to coordinate joint trade show presentations, will conduct joint sales calls and joint media calls, conduct a joint military blitz, and will engage in joint mall consumer promotions promoting Sea World and Sponsor as the official airline of Sea World of Texas.

(c) Sea World and Sponsor will participate in a joint sales blitz and receptions during the months of January, February, March and April 1988. The program will include a live stage show produced by Sea World, and including an appearance by T. J. Love. Sponsor will provide air transportation for Sea World's marketing staff, as appropriate, and the cast of the live production in connection with the receptions. Sea World will provide food and beverage and pay for the cost of invitations and mailing.

(d) The parties will endeavor to develop a joint promotion of "D. J. Day" in 1988 or 1989 at the Park.

(e) The parties will jointly develop a newsletter/poster for mailing to travel agents in the markets described above with respect to outdoor advertising, and will develop a tent card display for such travel agents. The costs for the newsletter/poster and display will be shared equally between the parties.

(f) Sponsor and Sea World will jointly participate in the DATO Pow Wow on May 17, 1988. Sponsor and Sea World will co-sponsor a luncheon, and make a joint presentation at adjoining booths. The parties will explore the possibility of a hospitality suite and/or post-Pow Wow familiarization trip.

(g) Sponsor and Sea World will attempt to develop a "top producers contest" to promote package travel to the Park on Southwest Airlines.

(h) Sponsor and Sea World will develop plans for and will conduct travel writer familiarization trips targeting Sponsor destination cities in February and March 1988, and continuing from time to time after the Park opening. Sponsor will provide air transportation in connection with such trips.

(i) On an ongoing basis, Sea World will offer Sponsor opportunities to participate in advantageous promotional opportunities as they develop. Both parties will act with the utmost good faith in making joint promotional opportunities available to the other, and in participating in same where mutually advantageous.

AMENDMENT TO AGREEMENT
DATED APRIL 29, 1988
BETWEEN
SOUTHWEST AIRLINES CO.
AND
SEA WORLD, INC.

When executed by both parties, this shall constitute an amendment to the Southwest Airlines Sponsorship Agreement dated April 29, 1988 (the "Agreement") by and between Southwest Airlines Co. and Sea World, Inc.

1. Article 2 of the Agreement is hereby amended to read as follows:

"2. Sponsorship Fees - In full consideration of all the terms and provisions of this Agreement, Sponsor shall pay to Sea World an annual sponsorship fee of $100,000 on or before the first day of each Contract Year. Effective April 15, 1990, the Sponsorship Fee shall be reduced to $50,000."

2. Paragraph 10.1 of the Agreement is hereby amended as follows:

"10.1 Sponsor will paint a new 737-500 ("Shamu Two") aircraft to resemble Sea World's killer whale, Shamu, to enter into service at a date and in a manner to be agreed by the parties, presently anticipated to be May 29, 1990. This aircraft shall be in addition to the 737-300 ("Shamu One") already in service, as well as the 737-500 ("Shamu Three") projected for a September 1990 delivery pursuant to amendment to the Southwest Airlines Sponsorship Agreement between Sponsor and Sea World of Texas, Inc. dated December 31, 1987, as amended. It is the intent of the parties that each aircraft shall remain in service during the balance of the term of its respective sponsorship agreement."

3. All other terms and conditions of the Sponsorship Agreement remain in full force and effect.

ACCEPTED AND AGREED:

SOUTHWEST AIRLINES CO.	SEA WORLD, INC.
By Herbert D. Kelleher	By William P. Thomas
Title Chairman + President	Title Senior V.P. - Marketing
Date 7/4/90	Date 6-15-90

SECOND AMENDMENT TO SPONSORSHIP AGREEMENT
BETWEEN SOUTHWEST AIRLINES CO. AND
SEA WORLD, INC. DATED APRIL 29, 1988

THIS SECOND AMENDMENT to Sponsorship Agreement is entered into on the _____ day of _____, 1991, by and between Southwest Airlines Co. ("Sponsor") and Sea World of California, a division of Sea World, Inc. ("Sea World").

W I T N E S S E T H:

WHEREAS, Sponsor and Sea World entered into a Sponsorship Agreement dated April 29, 1988 (the "Agreement");

WHEREAS, the Agreement has been previously amended by the parties;

WHEREAS, the parties desire to modify, amend and supplement the Agreement as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. All capitalized terms not otherwise defined in this letter shall have the meanings ascribed to such terms in the Agreement.

2. Reference Paragraph 2, Sponsorship Fees.

Commencing with the Contract Year beginning April 15, 1991, the Sponsorship Fee shall be due and payable as follows:

December 1, 1991	$50,000.00 payment due
April 15, 1992	$50,000.00 payment due

The foregoing represents the entire amount of Sponsorship Fees due for the balance of the term of the Agreement.

3. All future notices, requests, consents and other communications required or permitted under the Agreement shall be addressed to Sea World as follows:

Sea World, Inc.
Attention: Corporate Sponsorships
1720 South Shores Road, Mission Bay
San Diego, California 92109

With copies to:

Sea World, Inc.
Attention: Legal Department
7007 Sea World Drive
Orlando, Florida 32821

Busch Entertainment Corporation
One Busch Place
St. Louis, Missouri 63118
Attention: Vice President-Marketing

4. Except as amended herein, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by authorized representatives as of the date first above written.

SOUTHWEST AIRLINES CO.

BY: Donald G. Valentine

TITLE: _____

SEA WORLD, INC.

By: _____

TITLE: VP Marketing

SOUTHWEST AIRLINES SPONSORSHIP AGREEMENT

This Agreement, dated April 29, 1988, by and between SOUTHWEST AIRLINES CO., a Texas Corporation having its principal place of business at P.O. Box 37611, Dallas, Texas 75235-1625 (hereinafter referred to as "Sponsor") and SEA WORLD, INC., a Delaware corporation, having its principal place of business at 1720 South Shores Road, San Diego, California 92109 (hereinafter referred to as "Sea World") is entered into with respect to the following:

WHEREAS, Sea World owns a marine life park in San Diego, California (hereinafter referred to as the "Park") containing numerous shows, exhibits, and attractions, including without limitation the attraction known and described as the Sky Tower (hereinafter referred to as the "Attraction");

WHEREAS, Sponsor is in the business of operating an airline and in furtherance of its business, Sponsor desires to promote and publicize Sponsor's corporate name and corporate activities by sponsoring the Attraction; and

WHEREAS, Sea World and Sponsor wish to publicize the Park and encourage tourism and travel to San Diego for their mutual benefit;

NOW THEREFORE, in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties hereto mutually covenant and agree for the term hereof as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall be for a period of five years (hereinafter each year of the term hereof shall be referred to as a

Contract Year") from the Commencement Date of April 15, 1988 and terminating on April 14, 1993 unless sooner terminated or extended as hereinafter provided.

2. SPONSORSHIP FEES - In full consideration of all the terms and provisions of this Agreement, Sponsor shall pay to Sea World an annual sponsorship fee of $100,000 on or before the first day of each Contract Year.

3. SPONSORSHIP TERMS AND PROVISIONS

3.1 Sea World hereby grants to Sponsor an exclusive right during the term of this Agreement to be identified as the sponsor of the Attraction and as the Official Airline of Sea World of California.

3.2 Sea World shall cause signage of Sponsor's business name and business activities (the "Display") to be constructed at and on the Attraction substantially in accordance with the location, plans, specification, and description agreed to by Sea World and Sponsor. Certain plans and specifications of the Display are set forth in Exhibit A attached hereto. Sea World's staff shall assist Sponsor at no cost in design and layout of the graphics and concepts and in the supervision of the construction and implementation of the plans of the Display. Direct out-of-pocket costs incurred by Sea World associated with Sea World's assistance or construction of the Display shall be allocated between Sponsor and Sea World as provided in Exhibit A. The Display and Attraction shall be completed on or about April, 1988. Sea World shall operate and maintain the Attraction and the Display, upon its completion, in accordance with the terms and conditions of this Agreement.

3.3 The Attraction shall be identified as "presented by Southwest Airlines". Sea World shall cause the Attraction and Display to be visible to guests of the Park during normal Park operating hours at the

times the Park is open to the public. Sponsor acknowledges that the Attraction operating hours may vary or differ from Park operating hours. The Attraction and Display shall be operated in such manner, upon such terms, conditions, operating procedures and practices as may be established by Sea World from time to time.

3.4 During the term of this Agreement and subject to the agreement of Sponsor and Sea World as to time, place, and manner, Sea World shall, if Sponsor so desires:

(a) Have the Display demonstrate and publicize Sponsor's business, as agreed to by Sea World and Sponsor;

(b) Have Sponsor's corporate name or any symbol, trademark, certification mark, and design used by Sponsor in the promotion of Sponsor's products, appear in the Display, and on materials publicizing and promoting the Attraction, all in a manner so as to designate Sponsor as the sponsor of the Attraction;

(c) Have such identification of Sponsor's sponsorship of the Attraction included in recorded or live announcements at the Attraction;

(d) Place graphic materials and signs identifying Sponsor's business in the Display and on the Attraction. Sea World shall have the right, but not the obligation, at Sea World's own expense to use such graphic material and signs in any other location within the Park selected by Sea World;

(e) Be included in and identified as sponsor of the Attraction in maps, guide books, directories, programs or similar materials distributed by Sea World to its guests as Sponsor and Sea World agree, including without limitation the "park map";

(f) Have all employees of Sea World operating the Attraction outfitted in Sponsor's uniforms; such uniforms to be provided at Sponsor's expense.

(g) Be mentioned in rack brochures printed and distributed by Sea World, estimated at between three and four million annually, including display of Sponsor's name and a statement that Sponsor is the sponsor of the Attraction and is the Official Airline of Sea World of California. Displays of Sponsor's name and description of Sponsor's sponsorship of the Attraction shall be comparable to such displays and descriptions for sponsors of comparable attractions; and

(h) Where practical and appropriate, be mentioned in press kits and press releases prepared by Sea World's Public Relations Department as the Sponsor of the Attraction and/or the Official Airline of Sea World of California.

3.5 Except as provided in Paragraph 3.2 above, the signs and graphics of the Display shall be designed, constructed and installed at Sponsor's expense and shall include appropriate identification of Sponsor as sponsor. Normal maintenance will be performed by Sea World. The provisions of this Paragraph 3.5 shall be exercised in good taste and in conformity with the general scheme and plan of the Park and of the various areas within the Park. The judgment of Sea World in this regard shall be conclusive as to all such matters.

3.6 Sea World may from time to time modify the Display as it deems appropriate provided that any modification of items identified with Sponsor will require prior consultation with Sponsor. In the event Sponsor desires to modify the form or content of the Display, such modifications shall be subject to prior written approval by Sea World and shall be accomplished at the expense of Sponsor.

3.7 Sea World may from time to time modify the Attraction as it deems appropriate. Sea World shall notify and consult with Sponsor in advance of any modification made to the color, visual appearance, signs, banners, or graphics of the Attraction, or relating to any material aspect of Sponsor's rights and obligations under this Agreement.

3.8 Sea World shall, at its own expense, operate and maintain the Attraction and pay all taxes thereon, except taxes on any personal property owned by Sponsor that is used in connection with the Attraction. All proceeds derived from operation of the Park and the Attraction shall be on account of, retained, and owned by Sea World.

3.9 (a) During the term of this Agreement, Sea World shall, at its own expense:

(i) maintain the Attraction and the Display in a first-class manner, adhering to the standards applying to other sponsors' attractions in the Park, and

(ii) provide suitably attired attendants to staff the Attraction. The attendants shall be employees of Sea World, and Sponsor shall have no participation in or responsibility for the hiring, supervision or compensation of the attendants but may participate in the training of the employees regarding Sponsor's company and services. Such training to be conducted at Sponsor's expense and at a time mutually agreeable to the parties. At Sea World's election, Sponsor may provide its employees for such staffing, any such employees to be subject to Sea World's rules and regulations.

(b) Except as otherwise expressly provided herein, Sea World shall have complete discretion in operation and maintenance of the Attraction. Notwithstanding any other provision of this Agreement, Sea World shall have the right to advertise and publicize the Attraction and the Park in any manner which Sea World may elect.

3.10 Notwithstanding any other provision of this Agreement, Sponsor is granted only a right to sponsor the Attraction. Sponsor agrees that, notwithstanding any expenditure or payment by Sponsor for the creation and installation of the Display, Sponsor shall have no interest in, claim in or to, or right of ownership in the Park or the Attraction, any of the buildings, structures, fixtures, or additions or improvements to the Park or the Attraction, or to any graphics or signs installed in the Park including those relating to the Attraction or the Display, but not including the components of the Display which are created and provided solely by Sponsor from time to time and accepted by Sea World for use in connection with the Attraction to aid in accomplishing the objectives of this Agreement. Notwithstanding any other provision of this paragraph, Sea World shall not unreasonably refuse to return to Sponsor any graphic materials, signs, and banners for which Sponsor might have some use, provided such graphic materials, signs, and banners do not display any of Sea World's trademarks or any copyrighted matter owned by Sea World.

3.11 In order to assure the impact of the Display, to assure that the advertising and promotional undertakings pursuant to this Agreement shall not be diluted, and to preserve the value of Sponsor's association with Sea World, Sea World agrees that during the term of this Agreement (unless this Agreement shall be sooner terminated for any reason by either party and in such event then only to such termination date) Sponsor shall be the only sponsor of the Attraction and the only Official Airline of Sea World of California. There shall be no structure, or other activity or attraction in the Park which promotes business activities which are directly competitive with Sponsor's principal services or products, which for purposes of this Agreement shall be deemed to be air transport services. Specifically, the Park shall not participate in any business activity involving an airline other than Southwest in the exclusive market areas listed in Exhibit B attached hereto. Sea World further agrees to notify and negotiate exclusively with Sponsor on any joint airline/Park promotions occurring in markets not listed in Exhibit B

(hereinafter referred to as "non-exclusive markets"). In those cases where Sponsor declines to participate in such promotions in non-exclusive markets, Sponsor shall not unreasonably withhold its consent to participation by another airline. Nothing in this paragraph shall be interpreted to grant to any airline other than Southwest sponsorship of the Attraction or designation as the Official Airline of Sea World of California.

3.12 Except as expressly granted herein, nothing in this Agreement is intended to entitle any party to this Agreement to claim any right, title, or interest in, or right to use, the name of the other party, the name or existence of any property or facility owned by the other party (or any portion thereof), or any other names, designs, logos, symbols, trademarks, service marks, representations, or other identification of the other party.

4. ADVERTISING

4.1 Sponsor shall have the right, during the term of this Agreement, to advertise and publicize, anywhere in the world, Sponsor's sponsorship of the Attraction; provided, however, that all such advertisement and publicity must receive the prior written approval of Sea World, which approval shall not be unreasonably withheld. Where the Attraction is portrayed or shown by Sea World in paid media, Sea World will endeavor to include, but at Sea World's discretion, Sponsor's name as sponsor of the Attraction.

4.2 Sponsor shall not use, for any purpose, photographs of the Park, Attraction or Display other than photographs taken by a Sea World photographer or a photographer hired by Sea World (hereinafter "Photograph(s)"). Sponsor shall obtain Sea World's prior written consent in accordance with Paragraph 4.1 of this Agreement before using any Photograph. Upon the expiration or earlier termination of this Agreement,

Sponsor shall promptly cease any further use of all Photographs. Whenever any Photograph is used by Sponsor, Sponsor shall include proper notice of Sea World's copyrights in such Photograph.

Sponsor's use of any such Photograph shall be in accordance with Paragraph 4.1 and restricted to the following uses and no other use:

(a) brochures for use by travel agents, airline ticket counters, ticket jackets, and similar uses;

(b) regular in-house publications for distribution to Sponsor's sales force;

(c) brochures distributed at the Attraction, airports, hotels and other tourist-oriented locations in Sponsor's marketing area showing Sea World's location on a map in relation to cities serviced by Sponsor and containing a minimal amount of copy regarding Sponsor's sponsorship of the Attraction;

(d) corporate informational publications produced by or on behalf of Sponsor for internal use;

(e) promotional flyers produced in connection with a joint Sea World/Sponsor promotion intended for distribution to Sponsor's passengers;

(f) local (i.e., Southern California) media in connection with community service events such as promotions or fund raisers designed to generate community benefit and favorable public relations; and

(g) national media in connection with joint Sea World/Sponsor promotions as provided for in Paragraph 4.6 of this Agreement.

Nothing in this Paragraph 4.2 authorizes Sponsor or anyone on behalf of Sponsor to take photographs of the Park including the Attraction or the Display for commercial purposes, without Sea World's prior written consent.

4.3 Sponsor shall submit to Sea World all advertising material (including promotional copy, artwork, and layout) relating to Sponsor's sponsorship of the Attraction, plus related background data in connection with such advertising, together with a brief statement as to the use to which the promotional material will be put and the media through which and the period of time during which it will be distributed or displayed. Sponsor agrees not to use any such advertising material relating to Sponsor's sponsorship of the Attraction without first obtaining in writing the specific approval of Sea World. In determining whether to grant such approval, Sea World shall exercise its judgments in good faith. Sponsor shall furnish to Sea World final proofs or scripts of all advertising material relating to Sponsor's sponsorship of the Attraction which differs significantly from the proposals or prototypes approved by Sea World. Such proofs and scripts shall indicate the specific use to which they will be put, within a reasonable time before they are forwarded or made available to the media. Sea World may require Sponsor to include such trademark and copyright notices as Sea World finds necessary or appropriate in its sole judgment on any such advertising or promotional materials relating to Sponsor's sponsorship of the Attraction which display the Sea World name, or any other name, designs, logos, symbols, trademarks, service marks, or any other Sea World properties. In the event Sea World reasonably finds any proofs or scripts significantly different from the proposals or prototypes approved, or any Sea World properties are inappropriately or untimely used, Sponsor shall, immediately after being notified to that effect by Sea World, and in any event within ten (10) days after such notice is given, cause the withholding or discontinuance of such advertising and diligently seek to effect, to the extent possible, the recall or cancellation of any such advertising already authorized or begun.

4.4 Nothing in this Agreement shall be construed to give Sponsor the right to use the name of Sea World or the name, photographs or depictions of Shamu or other Sea World characters, designs, symbols, representations, figures, drawings, ideas, or other matter owned, developed, or created by Sea World or any of its affiliates, except as expressly approved by Sea World pursuant to Paragraph 4.3 and as provided in Article 10 hereof.

4.5 Sea World shall have the right to photograph, film, tape, televise, make miniatures and models of and otherwise reproduce images of the Park, the Attraction and the Display in any manner and through any medium, including without limitation audiovisual, print, and any other form of reproduction now known or hereafter developed. Sea World may use, sell, or license any such reproduction for any purpose, commercial or otherwise, both during the term hereof and after the expiration or earlier termination of this Agreement. Such use by Sea World may include the name "Sponsor" or any variation thereof, as used under this Agreement. Such use shall be in good taste and in a manner consistent with the standards of Sponsor and in compliance with the design of Sponsor's logos and trademarks.

4.6 Sea World desires to cooperate with Sponsor in joint advertising/sales promotions which, from time to time, as the parties may mutually desire to undertake. These promotions are intended to involve the cooperation of both parties and their advertising agencies and marketing departments and aim at increased consumer use of Sponsor's airline and increased public acceptance and appreciation of Sea World, the Park and the shows, exhibits, attractions and entertainment at the Park.

4.7 Sponsor hereby grants to Sea World the limited right to the use of Sponsor's name, logos, trademarks, service marks, and photos of Sponsor's airplanes, facilities or equipment (collectively referred to as "Sponsor's Marks"), subject to the following restrictions:

(a) Sea World shall make no use of Sponsor's Marks other than for promotion of the Park, the Attraction, or travel to the Park;

(b) Sea World shall use only current Sponsor Marks, as may be determined by Sponsor, and shall discontinue use of any Sponsor Mark on 90 days' prior written request of Sponsor, except that any previously printed materials using said Mark may be used until exhausted;

(c) Sponsor may require Sea World to include such trademark, service mark or copyright notices in connection with Sponsor's Marks as may be necessary in Sponsor's sole judgment;

(d) In the event of Sponsor's written objection to use of its Marks in connection with any specific promotion or campaign, Sea World shall immediately discontinue use of Sponsor's Marks with respect thereto, except as to such uses previously approved by Sponsor;

(e) Sponsor's Marks shall remain the exclusive property of Sponsor, and the rights to use thereof granted hereunder shall terminate immediately upon the expiration or earlier termination of this Agreement, except as provided for in Paragraph 4.5 of this Agreement.

5. TERMINATION: DELAY IN PERFORMANCE, EXTENSION OF TERM, FORCE MAJEURE

5.1 Either party may, in addition to all legal and equitable remedies available to it, cancel and terminate this Agreement in the event the other party shall fail to perform any of the covenants, terms or conditions hereof to be performed by such other party and such nonperformance shall continue for a period of thirty (30) days after receipt of written notice of such nonperformance or, if the cure of such nonperformance is of the nature that cannot be accomplished within a thirty (30) day period, the party in default does not in good faith diligently commence and proceed with the cure of such nonperformance

within such thirty (30) day period and continue thereafter until such nonperformance is cured.

5.2 If the Attraction is closed to the public for a period of time longer than required for the performance of periodic maintenance and rehabilitation, which period of time is hereby set as a total of thirty (30) days during a Contract Year, then the term of this Agreement shall be automatically extended for a period of time equivalent to such period of closing beyond thirty (30) days, and no additional annual fee shall be payable with respect to such extended period.

5.3 In the case of casualty or other cause resulting in damage or destruction of the Attraction, Sea World shall have the option either to restore the Attraction at Sea World's own cost and expense or to immediately terminate and cancel this Agreement. In the event Sea World decides to terminate this Agreement, Sea World shall have no further obligation or liability to Sponsor except to refund to Sponsor that portion of Sponsor's annual sponsorship fee paid to Sea World at the commencement of the then current Contract Year as the number of days remaining in the then Contract Year on the effective date of termination bears to 365.

5.4 Either party, at its option, may cancel this Agreement effective as of the end of the second Contract Year and each subsequent Contract Year by giving the other party written notice at least ninety (90) days prior to the end of such Contract Year. Either party may terminate this Agreement at any time in the event of a change in ownership or control of the other party, the other parties corporate name, or the name under which the other party does business. Should this Agreement be terminated under this Paragraph 5.4 before the end of a complete Contract Year, Sea World shall refund to Sponsor that portion of Sponsor's annual sponsorship fee paid to Sea World upon the commencement of the then current Contract Year as the number of days remaining in such Contract Year on the effective date of termination bears to 365.

5.5 During the term of this Agreement and upon expiration or earlier termination of this Agreement, all graphics and signage installed in the Park or in the Attraction relating to the Display including all rights to the artwork, designs, logos, symbols, trademarks, service marks, representations, characterizations, ideas, materials, or copyrights thereof shall be the property of Sea World. Sponsor, upon the request of Sea World at any time during the term of this Agreement or thereafter, agrees to assign, convey, or otherwise transfer or have assigned, conveyed or transferred to Sea World, all said rights to all such graphics and signage. Nothing herein shall be deemed to give Sea World the right to use Sponsor's name, logos, symbols, trademarks, or service marks other than as provided in this Agreement or as agreed between the parties.

6. MODIFICATION AND DISCONTINUANCE OF ATTRACTION

6.1 Sponsor recognizes that, from time to time, Sea World may desire to make changes to and to reconsider and revise the format and contents of the Park including the Attraction. Accordingly, Sea World shall have the right at any time to immediately make changes to the Attraction or to immediately and permanently discontinue operation of the Attraction, and to terminate and cancel this Agreement without further liability or obligation to Sponsor by reason thereof, except for Sea World's obligation to refund to Sponsor that portion of Sponsor's annual sponsorship fee paid to Sea World upon the commencement of the then current Contract Year as the number of days remaining in the then current Contract Year on the effective date of termination bears to 365. In such event, Sponsor shall have the option to continue this Agreement as the Sponsor for another show or exhibit, or other attraction mutually agreed by the parties or as the "Official Airline of Sea World of California" at an appropriately adjusted fee.

6.2 Periodically throughout the duration of this Agreement the decor of the Display may be redesigned, redecorated or rehabilitated to

the aesthetic standards of Sea World and to accommodate, to the extent Sea World deems possible, new products, policies, or promotional plans of Sponsor. The extent and nature of such work and payment of the cost thereof is difficult to anticipate at the execution of this Agreement; therefore, it is the mutual desire of the parties that such matters be the subject of future agreement on a case-by-case basis throughout the duration of this Agreement to be negotiated in good faith.

7. INDEMNIFICATION; INSURANCE

7.1 Sea World agrees to indemnify, hold harmless and defend Sponsor, its parent, affiliated, and subsidiary companies, the officers, directors, agents, and employees of each, and its independent dealers, managers and distributors from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to any such claims (whether based on tort, breach of contract, patent or copyright infringement or otherwise) including reasonable attorneys' fees, arising out of (i) Sea World's operation of the Attraction, (ii) any designs or materials provided by Sea World for use in advertising or promotions permitted hereunder, and (iii) acts or omissions of Sea World, its representatives, agents or employees. The provisions of this Paragraph 7.1 shall survive the expiration of this Agreement or its earlier termination by either party.

7.2 Sponsor agrees to indemnify, hold harmless and defend Sea World, its parent, affiliated, and subsidiary companies, and the officers, directors, agents and employees of each from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to any claims (whether based on tort, breach of contract, patent or copyright infringement, or otherwise), including reasonable attorneys' fees, arising out of or based on (i) the Display, (ii) any designs, plans, specifications, materials or components furnished by Sponsor to Sea World and incorporated as part of the Attraction or Display, (iii) any designs

or materials provided by Sponsor for use in advertising or promotions permitted hereunder regardless of Sea World's prior approval of such designs or materials, and (iv) the acts or omission of Sponsor or its representatives, agents or employees. The provisions of this Paragraph 7.2 shall survive the expiration of this Agreement or its earlier termination by either party.

7.3 Sea World agrees to obtain and keep in force at Sea World's expense during the term hereof an insurance policy or policies insuring Sea World and Sponsor, as their respective interests may appear, against liability for injury to persons, including guests to the Attraction, arising out of the operation of the Attraction with limits of not less than One Million Dollars ($1,000,000) for public liability and property damage, and shall cause to be issued to Sponsor, on request, an appropriate certificate or certificates evidencing that such insurance is in force and will not be cancelled without thirty (30) days' prior written notice to Sponsor.

8. NOTICE

All notices required or permitted to be given hereunder shall be deemed given if deposited in the United States mail, certified or registered, return receipt requested, in a sealed envelope, with postage thereon prepaid and addressed to Sea World at:

Sea World of California
1720 South Shores Road
San Diego, California 92109
Attention: Corporate Sponsorship

with a copy to:

Harcourt Brace Jovanovich, Inc.
6277 Sea Harbor Drive
Orlando, Florida 32821
Attention: Chief Counsel

and to Sponsor at:

Southwest Airlines Co.
P.O. Box 37611
Dallas, Texas 75235-1625
Attention: Chairman of the Board and President.

or to such other addresses as a party may direct by notice from the party given in accordance with this Paragraph 8.

9. MISCELLANEOUS

9.1 The failure of either party to insist upon a strict performance of this Agreement, or any of the terms and conditions thereof, shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms and conditions.

9.2 The terms and provisions contained herein constitute the entire Agreement between the parties, merging all prior discussions, representations, and understandings, whether oral or written, and no statement or inducement with respect to the subject matter hereof by either party or by any agent or representative of either party which is not contained in, or expressly provided for, in performance of this Agreement shall be valid or binding as between the parties. This Agreement may not be amended except by a writing signed by an officer of each party.

9.3 Sponsor may not assign this Agreement or its rights hereunder without the prior written consent of Sea World, it being understood that Sponsor's name and current business activities and their association with Sea World form part of the consideration for Sea World's entry into this Agreement.

9.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

10. SPECIAL PROVISIONS

10.1 During the first Contract Year, Sponsor shall, consistent with scheduling requirements of the airline, use its best efforts to regularly operate a 737 aircraft which has been painted to resemble Shamu into and out of the San Diego International Airport as well as visit all other cities served by Southwest Airlines as indicated in Exhibit B. At the election of the parties, the aircraft may be kept in service for additional years.

10.2 Sponsor and Sea World intend to engage in joint marketing activities designed for mutual support and benefit. These activities shall include, but will not be limited to: i) one (1) major joint consumer/travel agent promotion annually; ii) the pursuing of opportunities to produce co-op advertising for appropriate markets; iii) utilization by Sea World of other promotional opportunities provided by Southwest from time to time including in-flight promotions, ticket jacket advertising, ticket counter advertising, and new market and airport promotions; and iv) on-going efforts against travel agents, travel packagers and key industry accounts including the joint hosting or receptions and FAM trips, the creation of travel packages, and sales staff incentives.

The attached Exhibit "C" entitled "Discounts and Promotional Activities", shall serve as a general guide to joint Sea World of California/Southwest Airlines marketing efforts.

10.3 Sponsor will, at its own cost and expense, convert the exterior of the Sky Tower capsule and machinery room to Southwest signage, and convert the capsule interior and Attraction entrance area to Southwest Airlines theming.

10.4 Sea World agrees to permit Sponsor to conduct limited research at the Park once annually, the time, place and manner thereof to be approved by Sea World.

10.5 Southwest Airlines shall use its best efforts to get featured editorial coverage of Sea World of California annually in the Southwest Airlines in-flight magazine, Spirit Magazine, the content of such articles and any illustrations for such article to be subject to the provisions of Article 4 hereof.

10.6 Sea World shall provide to Sponsor One Thousand (1,000) complimentary tickets for each contract year that this Agreement is in effect; such tickets to be used by the employees and guests of Sponsor and to be distributed by Sponsor for promotional purposes only and not for resale.

10.7 Sea World shall provide to Sponsor employee discounts of 20% off the regular price of a one-day admission to the park for the employee and up to five accompanying guests, discounts on trade parties held at the park and on other sales force incentives. Sea World shall also provide Sponsor with VIP benefits, including special escorted Park tours and complimentary gifts as agreed between the parties.

10.8 Sponsor will supply Sea World of California with space available air transportation on scheduled flights on a case by case basis as part of joint marketing efforts, staff training efforts or other special requests. Southwest's maximum ticket obligation hereunder shall not exceed two hundred (200) round-trip airline tickets per year.

10.9 Sea World shall host at its expense one (1) Southwest Airlines "Employee Day" annually for Southwest Airlines employees. Such a day will be directed toward educating Southwest employees about Sea World and will include complimentary Park admission and Sea World gifts for each employee. Sea World agrees to provide catering for the Employee Day "at cost" if desired by Southwest. The actual number of employees to be included in this event shall be determined jointly by the parties on an annual basis.

10.10 The Display shall include a "mini-reservation" center for use by the Sponsor. The design, staffing and all other elements of any such center shall be subject to agreement between the parties and shall include facilities for the making of Southwest reservations and the selling of Southwest tickets.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

SEA WORLD OF CALIFORNIA

By: _____

Title: President - Sea World

Date: May 10, 1988

SOUTHWEST AIRLINES CO.

By: _____

Title: Vice President-Marketing

Date: May 5, 1988

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EXHIBIT A

Rendering of signage and logo display at the Attraction, and on the Sky Tower capsule and machinery room is attached (Implementation is subject to approval by the City of San Diego).

Cost of repainting the machinery room and capsule, refurbishing the capsule interior, and retheming the Sky Tower entrance area to be borne by Sponsor.

EXHIBIT B

Southwest Airlines Cities

Albuquerque
Amarillo
Austin
Birmingham
Chicago
Corpus Christi
Dallas/Ft. Worth
Detroit
El Paso
Houston
Kansas City
Las Vegas
Little Rock
Los Angeles
Lubbock
Midland/Odessa
Nashville
New Orleans
Oklahoma City
Ontario
Phoenix
Rio Grande Valley
St. Louis
San Antonio
San Diego
San Francisco
Tulsa

This list will be reviewed and updated by the parties each Contract Year to reflect the current cities served by Southwest Airlines.

EXHIBIT C

The following represents an overview of promotional opportunities between Sea World and Sponsor. This is not a comprehensive description of all activities to be undertaken or to exclude other activities which are considered in the future.

A) Discounts

1. Sea World will provide Southwest Airlines Company Club members the following:

(i) 20% discount off gate admission
(ii) 15% discount off guided tours
(iii) 10% discount off merchandise purchased in the Park
(iv) All additional discounts and privileges provided to Shamu Club Members

2. Sponsor employees will receive a 20% discount on Sea World admission tickets for themselves and up to five additional guests who accompany them to the Park by presenting a Southwest Airlines employee identification card at any ticket window.

3. Shamu Club Members who show their Shamu Club Card will receive two bonus stickers on Company Club Membership Applications, with a limit to two such bonus stamps per person.

4. Sponsor's customers shall receive a 15% discount on one Sea World admission ticket for each valid proof of purchase presented, provided that the tickets are purchased at the park on the date of admission to the Park.

B) Promotional Activities

1. Regional and special interest marketing opportunities will be evaluated.

(i) Senior Citizens
(ii) Military personnel
(iii) Youth Programs

2. Sea World and Sponsor will develop a joint video presentation, speaker's bureau and trade show presentations; will conduct joint sales calls and military blitz; and will engage in joint mall consumer promotions, promoting Sea World and Southwest Airlines as the official airline of Sea World of California.

3. Sea World and Sponsor will participate in joint sales blitz and receptions in key western markets, timing and cities to be determined. Sea World will provide the live production and absorb the cost for the receptions. Southwest Airlines will provide the air transportation.

4. The parties will jointly develop a newsletter for mailing to travel agents, and a tent card display promoting packages to San Diego.

5. Sea World and Sponsor will develop a "top producers contest" to promote package travel to the Park on Southwest Airlines.

6. On an ongoing basis, Sea World will offer Sponsor opportunities to participate in advantageous promotional opportunities as they develop.

AGREEMENT

THIS AGREEMENT is executed as of April 29, 1974, by and between ATLANTIC RICHFIELD COMPANY, a corporation ("ATLANTIC RICHFIELD") and SEA WORLD, INC., a corporation and SEA WORLD OF OHIO, INC., a corporation (collectively "Sea Worlds"), who agree as follows:

1. RECITALS

This Agreement is executed with reference to, and in contemplation of, the following facts:

(a) Sea Worlds own and operate, respectively, family-oriented public recreation marine life show parks ("the parks") in San Diego, California ("the San Diego park") and in Aurora, Ohio ("the Ohio park"). Each of the parks features a diverse array of attractions, exhibits, oceanariums and activities, including: (i) an oceanarium facility ("World of the Sea") consisting of a building containing one or more large aquariums, together with several smaller aquariums; and (ii) a complex of simulated marine tide pools ("the Tide Pools") located adjacent to World of the Sea.

(b) On or about May 29, 1964, Marine Park Corporation and Richfield Oil Corporation entered into an agreement of same date concerning sponsorship of Hydrofoil Boats being operated at the San Diego park. Sea World, Inc. is successor-in-interest to Marine Park Corporation; and, ATLANTIC RICHFIELD is successor-in-interest to Richfield Oil Corporation.

(c) On or about June 1, 1971, Sea World of Ohio, Inc. and ATLANTIC RICHFIELD entered into an agreement of same date concerning sponsorship of the water ski show conducted at the Ohio park.

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2. TERMINATION OF PRIOR AGREEMENTS

The agreements described in subparagraphs 1(b) and 1(c) above are hereby canceled, terminated and replaced, in their entirety, effective May 1, 1974. Each of the parties hereby releases and discharges the others, respectively, from all liability and obligation accruing under said prior agreements subsequent to April 30, 1974.

3. SPONSORSHIP RIGHTS

(a) Exclusive Right

Sea Worlds hereby grant to ATLANTIC RICHFIELD, the right, during the term of this Agreement, to be identified as the sponsor of World of the Sea and the Tide Pools in the parks.

(b) Educational Graphics

During the term of this Agreement, ATLANTIC RICHFIELD shall have the right to use such space within the World of the Sea buildings as may be mutually agreed upon by the parties for installation, presentation and exhibition of displays, demonstrations, models, designs, exhibits, pictures and shows (hereinafter collectively "Educational Graphics"), created according to the provisions of Paragraph 4 below.

(c) Signing

During the term of this Agreement, ATLANTIC RICHFIELD shall have the right to display signs, logos, symbols, trademarks, service marks and other means of identification (hereinafter collectively "Signing") at the site of the Tide Pools, at the entrances to the World of the Sea buildings and at such additional locations within the parks as may be mutually agreed upon. The Signing shall be designed to identify ATLANTIC RICHFIELD as the sponsor of World of the Sea and the Tide Pools, and shall be approved by

Sea World.

(d) Marks

The parties agree that ATLANTIC RICHFIELD'S trademarks, trade names, advertising signs, devices, symbols, slogans and other trade indicia (all of which are hereinafter collectively referred to as "marks") will be used only for the purposes contained in this Agreement for the term thereof. Upon termination of this Agreement, Sea Worlds agree that their use of all educational Graphics, and all other materials bearing ATLANTIC RICHFIELD's marks will be immediately discontinued. Sea Worlds agree to remove or obliterate all of ATLANTIC RICHFIELD's marks within 10 days after said termination. In the event Sea Worlds fail to remove or obliterate ATLANTIC RICHFIELD's marks within the said 10 days, ATLANTIC RICHFIELD shall have the right to enter upon Sea Worlds' premises to remove or obliterate its marks in a reasonable and workmanlike manner.

(e) Revocable License

Notwithstanding anything herein set forth to the contrary, ATLANTIC RICHFIELD is granted only a license to use the World of the Sea buildings and Tide Pools complexes for the purposes set forth above. The license is revocable, as provided in Paragraph 7 below. Other than the revocable license, and subject to subparagraph 3(d) above, ATLANTIC RICHFIELD shall have no estate, interest or claim in or to either the parks, or any of the buildings, structures and improvements therein; and, no expenditures by ATLANTIC RICHFIELD, for creation and installation of the Educational Graphics and Signing, shall either convert the revocable license into an easement, or estop Sea Worlds to revoke the license.

4. EDUCATIONAL GRAPHICS AND SIGNING

(a) Design, Fabrication and Installation

Sea Worlds shall endeavor to cause the Educational

Graphics and Signing to be designed, fabricated and installed, in each of the parks, by June 1, 1974. The Educational Graphics and Signing shall conform to, and comply with, plans, drawings and specifications to be prepared by Sea Worlds and approved by ATLANTIC RICHFIELD.

(b) Cost of Graphics, Signing, Refurbishment and Enhancement

According to the payment schedule set forth below, ATLANTIC RICHFIELD shall pay, to Sea Worlds, one-half of all sums expended by Sea Worlds, during the term of this Agreement, for the design, fabrication and installation of the Educational, Graphics and Signing, and for physical refurbishment and aesthetic enhancement of the World of The Sea and the Tide Pools, in each of the parks. Sea Worlds shall furnish ATLANTIC RICHFIELD with reasonably satisfactory evidence as to the amount and nature of each such expenditure. ATLANTIC RICHFIELD shall make such payment to Sea Worlds at the end of each contract year, for its one-half share of all such expenditures incurred by Sea Worlds during the contract year. Notwithstanding anything herein set forth to the contrary, ATLANTIC RICHFIELD shall not be required to pay, during the term of this Agreement, more than $50,000 for each park, for a total aggregate payment of $100,000; and, ATLANTIC RICHFIELD may make such payments at the rate of $10,000 per park, per year for a total annual installment of $20,000. Such annual installments shall be due and payable on the first day of each contract year; provided, however, that the installments for the first Contract Year shall be due and payable upon completion of the fabrication and installation of the Educational Graphics and Signing in the parks. All obligation of ATLANTIC RICHFIELD to make such payments shall terminate in the event this Agreement is terminated, by Sea Worlds, pursuant to paragraph 7(b), irrespective of any unpaid balance.

(c) Education Program

ATLANTIC RICHFIELD shall be identified as the Education Program Sponsor in all materials developed for distribution to educators and students in the parks.

(d) Ownership

During the term of this Agreement, all Educational Graphics and Signing installed in the parks shall be the property of, and owned by Sea Worlds, respectively; and, upon expiration of the term of this Agreement, or in the event of earlier cancellation and termination of this Agreement pursuant to subparagraphs 7(a) or 7(b), all such Educational Graphics and Signing shall thereafter remain the property of, and owned by, Sea Worlds, respectively, free and clear of any claims, interest, or ownership rights of ATLANTIC RICHFIELD, with the exception of the rights of ATLANTIC RICHFIELD pursuant to subparagraph 3(d) above.

(e) Maintenance

Sea Worlds shall, at their own expense, provide all custodial, technical and mechanical maintenance as shall be necessary to keep the Educational Graphics and Signing in neat, clean and presentable working order.

5. TERM

(a) Five Contract Years

The term of this Agreement shall commence May 1, 1974 ("Commencement Date") and shall terminate at midnight, April 30, 1979. The twelve (12) month period commencing on the Commencement Date, and each successive twelve (12) month period thereafter, during the term of this Agreement, shall hereinafter be referred to as a "Contract Year."

(b) Right of First Refusal

Sea Worlds shall not, during the last six (6) months

of the fifth Contract Year, grant to any producer of consumer products or other business or commercial enterprise (hereinafter "prospective sponsor") the right to be identified as the sponsor of World of the Sea or the Tide Pools, in either of the parks, until Sea Worlds shall have first offered such rights to ATLANTIC RICHFIELD on the same terms offered to or by such prospective sponsor. Prior to granting any such rights to a prospective sponsor during said six (6) month period, Sea Worlds shall deliver to ATLANTIC RICHFIELD a proposed written agreement containing all terms and provisions which have been offered or tentatively agreed upon between Sea Worlds, respectively, and any such prospective sponsor. ATLANTIC RICHFIELD shall have the right and option to accept such rights pursuant to the terms and provisions of the written agreement within thirty (30) days after delivery of the proposed written agreement. In the event ATLANTIC RICHFIELD does not accept the rights pursuant to the terms and provisions of the proposed written agreement, within said thirty (30) days, Sea Worlds may complete their transactions respectively, with the prospective sponsor upon the same terms and provisions as are contained in the proposed written agreement delivered to ATLANTIC RICHFIELD. This subparagraph 5(b) shall have no application in the event this Agreement is cancelled prior to expiration of four (4) years and six (6) months of the five (5) year term.

6. SPONSORSHIP FEE

For each Contract Year during the term of this Agreement, ATLANTIC RICHFIELD shall pay to Sea Worlds, jointly, in advance, on or before the first day of each such Contract Year, an annual sponsorship fee in the aggregate sum of $60,000, payable at the rate of $30,000 per park per year, commencing May 1, 1974.

7. CANCELLATION

(a) At Any Time -- With Cause

In the event either party to this Agreement, at any time during the term hereof, materially breaches any of the covenants, conditions or provisions hereof, and fails to cure or remedy the breach within thirty (30) days after receipt of written notice specifying the particulars of the breach, the other party may cancel and terminate this Agreement by delivery, to the breaching party, of at least ninety (90) days prior written notice of its intention to cancel and terminate. The effective date of any such valid notice of cancellation and termination with cause shall be the effective date stated therein; however, in no event shall the effective date be less than ninety (90) days after delivery of the notice.

(b) At the End of Any Contract Year -- Without Cause

Each of the parties to this Agreement shall have the unilateral right to cancel and terminate this Agreement, for any reason whatsoever, by delivery, to the other party, of written notice of its intention to cancel and terminate. The effective date of any such valid notice of cancellation and termination without cause shall be the last day of the Contract Year in which the notice is delivered; however, no such notice shall be valid unless delivered at least ninety (90) days prior to the last day of the Contract Year.

(c) Effect of Cancellation

In the event of valid cancellation and termination of this Agreement, according to the provisions of either sub-paragraphs 7(a) or 7(b) above: (i) ATLANTIC RICHFIELD shall not be obligated to pay any further sums to Sea Worlds thereafter coming due hereunder; (ii) each party shall be relieved of all obligation and liability thereafter

accruing hereunder; and, (iii) ATLANTIC RICHFIELD shall not be entitled to refund, reimbursement or repayment of any sums theretofore paid to Sea Worlds hereunder.

8. MAINTENANCE, OPERATION AND STAFFING - WORLD OF THE SEA AND TIDE POOLS

(a) During the term of this Agreement Sea Worlds shall, at their own expense, at each of the parks: (i) perform maintenance of World of the Sea and the Tide Pools in a first class manner, adhering to the standards applying to all other displays and attractions at the parks, and, (ii) provide suitably attired attendants to staff the Tide Pools. The attendants shall be employees of Sea Worlds; and, ATLANTIC RICHFIELD shall have no responsibility for the hiring, training, supervision or compensation of the attendants; however, ATLANTIC RICHFIELD may provide, at its option and expense, appropriate uniforms, which shall be worn by the attendants, subject to Sea Worlds' approval.

(b) Except as otherwise expressly provided herein, Sea Worlds shall have complete discretion in operation and maintenance of World of the Sea, the Tide Pools and the parks. Sea Worlds shall have the absolute right to advertise and publicize World of the Sea, the Tide Pools and the parks, and shall have the absolute and exclusive right to collect all revenues generated by public admission thereto.

9. ADVERTISING

(a) Mutual Rights

Each party hereto shall have the right, during the term of this Agreement to advertise and publicize, anywhere in the world, the fact of ATLANTIC RICHFIELD's sponsorship of World of the Sea and the Tide Pools; provided, however, that all such advertisement and publicity must receive the prior written approval of the other party, which approval

shall not unreasonably be withheld. If requested by ATLANTIC RICHFIELD, Sea Worlds shall imprint ATLANTIC RICHFIELD's name and/or logo upon all pamphlets, brochures and literature and advertise the World of the Sea, or the Tide Pools.. Except as expressly granted herein, neither party shall have any interest in, or right to use, the name of the other party, the name or existence of any property or facility owned by the other party (or any portion thereof), or any other names, designs, logos, symbols, trademarks, service marks, representations, characterizations, ideas, or materials developed, owned or used by or for the other party.

(b) Indemnification

Notwithstanding any prior written approval, as set forth in subparagraph 9(a) above, each of the parties hereto shall indemnify the other, and its successors-in-interest, officers, directors, shareholders, agents, employees, assigns, subsidiaries, parent corporations, sister corporations, constituent corporations, affiliates, co-venturers and each of them, and shall hold them harmless from and against all liability, loss, claims, expense and/or obligation arising directly or indirectly out of the exercise of the advertisement and publicity rights provided in subparagraph 9(a) above.

10. INDEMNIFICATION

(a) Patent Infringement and Violation of Other Rights

Each party shall indemnify the other, and the other's respective successors-in-interest, officers, directors, shareholders, agents, employees, assigns, subsidiaries, parent corporations, sister corporations, constituent corporations, affiliates, partners, co-venturers and each of them, and shall hold them harmless from and against all liability, loss, claims expense and/or obligation arising directly or indirectly

out of: (i) the use of, incorporation of, or reference to any patented or unpatented invention, process, article, appliance or component in the Educational Graphics or Signing which was proposed, submitted or requested by the other party;

(ii) the use of, incorporation of, or reference to any design, device or material covered by letters, patent or copyright in the Educational Graphics or Signing which was proposed, submitted or requested by the other party; (iii) any copyright, patent, trademark or trade name infringement, or other unfair trade practice by the other party, or by any of its agents or contractors; and/or (iv) Sea Worlds' use or display of the Educational Graphics and Signing, to the extent that they may incorporate any of the items described in subparagraphs 10(a)(i) or 10(a)(ii) above.

(b) Personal Injury and Property Damage - The Parks

ATLANTIC RICHFIELD shall be free from all liability and claims for damages by reason of any injury to any person or persons (including Sea Worlds' employees and personnel), or damage to any property of any kind whatsoever, and to whomsoever belonging (including Sea Worlds' property), from any causes or occurrences arising out of, or in any way connected with World of the Sea, the Tide Pools or the parks, except such injury or damage as is caused by some act or omission of ARCO or its agents. Sea Worlds shall indemnify ARCO and its successors-in-interest, officers, directors, shareholders, agents, employees, assigns, subsidiaries, parent corporations, sister corporations, constituent corporations, affiliates, partners, co-venturers and each of them, and shall hold them harmless, from and against any and all liability, loss, claims, expense and/or obligation arising directly or indirectly out of, or in any way connected with, any

such injury to persons and/or damage to property, other than expressly excepted above.

11. INSURANCE

At all times during the term of this Agreement, Sea Worlds shall maintain, in full force and effect, Comprehensive Public Liability Insurance, in an amount not less than one million dollars ($1,000,000.00), combined single limit for bodily injury and property damage. Sea Worlds shall furnish ATLANTIC RICHFIELD with certificates: (i) showing the type, amount, scope, effective date and expiration date of each policy of insurance so maintained; (ii) naming ATLANTIC RICHFIELD as an additional insured; and, (iii) providing that such policy may not be cancelled except after expiration of ten (10) days from the date on which written notice of any prospective cancellation is received by ATLANTIC RICHFIELD.

12. MANNER OF PAYMENT

All sums to be paid by ATLANTIC RICHFIELD to Sea Worlds hereunder shall be made payable to the order of Sea World, Inc. and Sea World of Ohio, Inc., and delivered to the addresses provided in paragraph 13 below, for notice.

13. NOTICE

Any notice required or permitted to be given pursuant to the provisions of this Agreement shall be deemed properly given, except insofar as actual receipt is expressly required, when sent by certified mail, postage prepaid and addressed as follows:

SEA WORLD, INC. and
SEA WORLD OF OHIO, INC.
1720 South Shores Road
San Diego, California 92109

ATLANTIC RICHFIELD COMPANY
515 South Flower Street
Los Angeles, California 90071
Attention: Mr. P. F. Culcasi
PR

14. SEVERANCE

If any provision of this Agreement is held, by a court of competent jurisdiction, to be illegal or invalid, such provision shall be deemed to be severed and deleted; and, neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions.

15. CAPTIONS

The captions, by which the paragraphs and subparagraphs of this Agreement are identified, are for convenience only, and shall have no effect whatsoever upon its interpretation.

16. ASSIGNMENT

This Agreement, or any rights hereunder, shall not be assigned by either party without the prior written consent of the other party either voluntarily or by operation of law.

17. PARTNERSHIP; AGENCY

Nothing contained herein shall, under any circumstances, be deemed to constitute or create a partnership, joint venture, or agency relationship between the parties.

18. COMPLETE AGREEMENT

ATLANTIC RICHFIELD and Sea Worlds each acknowledge, warrant and represent that the terms and provisions contained in this Agreement represent and constitute their entire agreement and understanding. They further acknowledge, warrant and represent that no representation, promise, or inducement not expressed herein has been made to any of them, by anyone.

19. EXCUSED PERFORMANCE

The parties non-monitory obligations under this Agreement shall be excused to the extent caused by Acts of god, fire, explosion, strike, lockout, wars, riots, insurrections, acts of public officials, or by anything beyond the control of the parties, whether similar or dissimilar to the foregoing and without limitation of the foregoing. During the continuance of any such

contingency such oblibations of the parties shall be suspended and proportionately abated. However, nothing contained herein shall prevent either party from exercising their right of termination pursuant to this Agreement.

20. WAIVER

A waiver by either party of any default hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent default, whether of the same or of a different provision of this Agreement.

21. AMENDMENTS

This Agreement, or any amendment thereto, shall not be modified or amended except by a written instrument executed by all parties hereto.

22. SUCCESSORS

The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of the successors and assigns of each party hereto.

23. INTERPRETATION

This Agreement has been executed in the State of California; and, it shall be interpreted, and the parties' rights hereunder shall be construed, in accordance with the laws of the State of California.

SEA WORLD, INC., a corporation

By _____ Vice President Marketing

SEA WORLD OF OHIO, INC., a corporation

By _____ SECRETARY/TREASURER

ATLANTIC RICHFIELD COMPANY, a corporation

By _____ WS

AGREEMENT

THIS AGREEMENT, entered into as of May 15, 1972, by and between GAF CORPORATION, a corporation ("GAF" herein), and SEA WORLD, INC., a corporation, SEA WORLD OF OHIO, INC., a corporation, and SEA WORLD OF FLORIDA, INC., a corporation, (collectively "Sea World" herein without regard to number).

RECITALS:

A. Sea World is the owner and operator of family-oriented marine life show parks featuring marine animal shows and exhibits, as well as other commercial service activities for paying guests, which marine life show parks are located in San Diego, California ("Sea World of San Diego"), and in Aurora, Ohio ("Sea World of Ohio"); and

B. Sea World presents performances by trained whales in tanks in stadiums at Sea World of San Diego and Sea World of Ohio, and the whales perform under the name "Shamu" (said stadiums and whale performances are hereinafter respectively referred to as the "Shamu Stadium(s)" and the "Shamu Show(s)"); and

C. Sea World is presently developing an additional marine life show park at Orlando, Florida ("Sea World of Florida"), which marine life show park will include a Shamu Stadium and Shamu Shows; and

D. GAF desires to promote its photographic products (as hereinafter defined) through sponsorship identification with the Shamu Stadium and the Shamu Shows at Sea World of San Diego, Sea World of Ohio, and Sea World of Florida; and

E. GAF desires to have its photographic products featured and sold at each of the Sea World marine life show parks for

resale to the Sea World patrons; and

F. Sea World desires to purchase from GAF and re-sell to its patrons at each of the Sea World marine life show parks GAF photographic products;

NOW THERETORE, in consideration of the premises, and the covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. For the purposes of this agreement, the following definitions shall apply:

(a) "Commencement Date" shall mean May 15, 1972.

(b) "Contract Year" shall mean a period of one (1) year from any May 15 to the following May 14, inclusive.

(c) "Contract Quarter" shall mean a period of three (3) consecutive months commencing with the Commencement Date.

(d) "Parks" shall mean the marine life show parks located at Sea World of San Diego, Sea World of Ohio, and Sea World of Florida after such park is first opened to the public.

(e) "Photographic Products" shall mean unexposed films, slides, cameras, projectors, viewers, optical products of a photographic nature, accessory lenses and any and all other products generally regarded as photographic products.

2. Sea World hereby grants to GAF for the term hereinafter set forth the right to be identified in connection with, and as the sponsor of, the Shamu Stadiums and the Shamu Shows within the Parks.

3. The term of this agreement shall commence on the Commencement Date, and shall end the earlier of May 14, 1979, or at the end of the fourth Contract Year after Sea World of Florida marine life show park shall have first been opened to the public, unless renewed or sooner terminated as hereinafter set forth.

4. (a) For the rights granted under this agreement to GAF and for the services to be rendered by Sea World pursuant to this agreement, GAF shall pay to Sea World a fee of Thirty-Two Thousand Five Hundred Dollars ($32,500.00) each Contract Year during the term hereof; provided, however, that from and after the date the Sea World of Florida marine life show park is first open to the public, GAF shall pay to Sea World an additional fee of Twenty-Two Thousand Five Hundred Dollars ($22,500.00) each Contract Year, being an aggregate fee of Fifty-Five Thousand Dollars ($55,000.00) each Contract Year. Should the Sea World of Florida marine life show park be first opened to the public on a date other than the beginning of a Contract Year, then the additional fee payable to Sea World for such Contract Year shall be prorated for the Contract Year in which the Sea World of Florida marine life show park is first opened to the public. Sea World shall certify in writing to GAF the date that the Sea World of Florida marine life show park shall have first been opened to the public within fifteen (15) days after such date. The fee to be paid each Contract Year shall be payable in equal quarterly installments within ten (10) days after the end of each Contract Quarter.

(b) In addition to the fee set forth in paragraph 4(a), from and after the date that the Sea World of Florida marine life show park shall be first opened to the public, GAF shall pay to Sea World the following sums each Contract Year, which sums shall be payable within forty-five (45) days after the end of each Contract Year during the term of this agreement; provided, however, that GAF shall not be obligated to pay to Sea World under this paragraph 4(b) for any one Contract Year an amount in excess of Twenty ThousandDollars ($20,000.00), except that in respect to the last Contract Year of this agreement, that the foregoing limit

shall be increased to Thirty Thousand Dollars ($30,000.00);

(i) One Thousand Five Hundred Dollars ($1,500.00) for every one hundred thousand (100,000) aggregate paid attendance at the Parks in excess of five million (5,000,000) aggregate paid attendance at the Parks each Contract Year;

(ii) Within fifteen (15) days after the end of each Contract Year during the term of this agreement, Sea World shall certify in writing to GAF the aggregate paid attendance of the Parks for the Contract Year then ended (provided, however, GAF, at its expense, shall have the right within ninety (90) days thereafter to audit the paid attendance records of the Parks to verify the paid attendance for each Contract Year then ended).

(c) In the event that the aggregate paid attendance at the Parks shall be less than three million (3,000,000) for any Contract Year commencing after the first Contract Year that the Sea World of Florida marine life show park is first opened to the public, GAF, by written notice given to Sea World within thirty (30) days after the end of such Contract Year, may request that the fee provided for in paragraph 4(a) be renegotiated. Should GAF give such notice and the parties cannot within ninety (90) days after such notice agree on a new fee, then in such event GAF shall have the right to terminate this agreement, provided GAF shall give thirty (30) days' prior written notice of its intention to terminate this agreement within seven (7) days after the expiration of the ninety (90) day period within which the parties have to renegotiate the fee. Should this agreement be terminated pursuant to this paragraph 4(c), the fee for the Contract Year provided for in paragraph 4(a) shall be prorated to the date of termination and shall be paid to Sea World within ten (10) days from the date of termination.

5. During the term of this agreement Sea World shall:

(a) Use its best efforts to operate and maintain a Shamu Stadium and Shamu Shows at each of the Parks and identify GAF as the sponsor thereof at the Parks.

(b) Feature the GAF Photographic Products purchased by Sea World from GAF pursuant to paragraph 7 hereof at the Parks.

(c) Provide sales outlet locations (together with display space) for GAF Photographic Products having a minimum of eight (8) at Sea World of San Diego, five (5) at Sea World of Ohio, and four (4) at Sea World of Florida.

(d) Provide competent sales staffs for the sales outlet locations, which sales staffs at Sea World's expense shall attend at least one (1) orientation session conducted by GAF personnel at the respective Parks.

(e) Cooperate with GAF in the creation and location of signing and graphics for the prominent display of the GAF name at the Shamu Stadiums and at selected locations throughout the Parks. The number, design and location of such signing and graphics shall be subject to the approval of Sea World, which approval shall not be unreasonably withheld.

(f) Provide identification of the sponsorship by GAF of the Shamu Stadiums and Shamu Shows on the Parks' maps and literature used or distributed to the public inside the Parks which refer to the Shamu Stadiums and the Shamu Shows.

(g) Not promote, display or advertise at the Parks for sale to its patrons any Photographic Products competitive to the Photographic Products manufactured by GAF; provided, however, (i) Sea World may purchase and display for resale to its patrons at

the Parks Polaroid unexposed film; and (ii) Sea World may purchase and offer for resale to its patrons at the Parks (but not promote, display or advertise the same) unexposed film sizes not manufactured by GAF.

6. During the term of this agreement, GAF shall:

(a) Furnish to Sea World at GAF's expense all signing, graphics and merchandise displays to be used at the Parks and all material to be used in any GAF advertising and promotional programs. The cost of installation, maintenance and removal of all such signing, graphics and merchandise displays shall be at GAF's expense. All such signing, graphics, merchandise displays, GAF advertising and promotional programs shall be subject to the prior approval of Sea World, which approval shall not be unreasonably withheld.

(b) During each Contract Year, use its best efforts to feature the Parks in one of its advertising and promotional programs using any such media then in use by GAF.

7. During the term of this agreement, Sea World agrees to purchase from GAF its entire requirements for Photographic Products manufactured and sold by GAF for resale to its patrons at the Parks and GAF agrees to timely fulfill such requirements; provided, however, that Sea World shall have the right to sell to its patrons at the Parks pictorial products of a photographic nature should Sea World not be able to obtain such pictorial products from GAF at substantially the same competitive prices offered by others. The prices charged for such Photographic Products sold by GAF to Sea World hereunder shall not be in excess of the lowest price then charged by GAF to its other customers who purchase GAF Photographic Products for resale (other than film processors) and on terms no less favorable then in effect to such customers. The GAF

Photographic Products sold to Sea World hereunder shall be competively priced to that of GAF's competitors for similar items of Photographic Products manufactured domestically.

8. During the term of this agreement, GAF shall have the right to advertise and publicize anywhere in the world the fact of its sponsorship of the Shamu Stadiums and the Shamu Shows at the Parks; provided, however, that any such advertisement or publicity shall be subject to the prior written approval of Sea World, which approval shall not be unreasonably withheld. Except as is specifically granted herein, GAF shall have no rights in, or in connection with, or the use of, the Parks, Sea World, its name, or any phase thereof, or any similar name, designs, logos, symbols, trademarks, service marks, representations, characterizations, ideas, or other names, matter or material developed or used for or by or owned by Sea World. Sea World shall acquire no rights in or to any advertising used by GAF pursuant to this agreement at the Parks or elsewhere or any trademarks, service marks, company names or slogans owned by GAF, whether used or displayed in such advertising or otherwise.

9. In the event Sea World shall breach any of the covenants, terms or conditions herein, and shall fail to remedy the same within thirty (30) days after written notice by GAF to do so, GAF may terminate this agreement, in which event Sea World shall repay to GAF a pro rata portion of such sums paid to Sea World for a period subsequent to the date of such termination.

10. In the event GAF shall breach any of the covenants, terms and conditions herein and shall fail to remedy the same within thirty (30) days after written notice by Sea World to do so, Sea World may terminate this agreement, in which event GAF shall pay to Sea World the balance of any sums accrued but not yet paid pursuant to paragraph 4 hereof.

11. Upon the termination of this agreement or any renewal thereof, GAF shall have no further right to advertise or publicize the fact of its sponsorship of the Shamu Stadiums or the Shamu shows or otherwise utilize the name "Shamu" for any purpose whatsoever. Upon the termination of this agreement or any renewal thereof, Sea World shall have no further right to use any signing, graphics or advertising material provided herein by GAF which refers to the GAF Photographic Products, and shall thereafter refrain from using the same in any manner whatsoever.

12. Sea World shall have the full and complete right to operate the Shamu Stadiums and the Shamu Shows and publicize or advertise the same in any manner it chooses and to collect for its own benefit all revenues therefrom; provided, however, that during the term of this agreement Sea World shall not allow any competitor of Photographic Products manufactured and sold by GAF to be identified as the sponsor of the Shamu Stadiums or the Shamu Shows.

13. All sums to be paid by GAF to Sea World hereunder shall be made payable to Sea World, Inc. and delivered to Sea World, Inc. at the address set forth in paragraph 17.

14. No waiver by either party hereto at any time or from time to time of a breach of any of the terms, conditions or covenants of this agreement shall be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions or covenants, nor shall establish any precedent upon which the other party may rely.

15. This agreement shall not be assigned by either party, whether voluntarily, by operation of law or otherwise, without the prior written consent of the other party.

16. In the event that GAF or Sea World shall make an assignment for the benefit of its creditors, or in the event proceedings are instituted in a court of competent jurisdiction for reorganization, liquidation or adjudication as a bankrupt and such proceedings

are not dismissed and any receiver, trustee or liquidator appointed and such party is not discharged within sixty (60) days, the other party may terminate this agreement on five (5) days notice.

17. Any notices, consents or approvals required or permitted by this agreement shall be given by certified mail with return receipt requested and postage prepaid, to Sea World at:

1720 South Shores Road
San Diego, California 92109,

and to GAF at:

140 West 51st Street
New York, New York 10020
Attn: Vice President Consumer Photo Division,

or to such other address as shall be specified in writing by either party.

18. This agreement is made under and shall be governed and construed in accordance with the laws of the State of California.

19. This agreement constitutes the entire agreement and understanding between the parties, and no modification of this agreement shall be effected unless in writing and signed by the party to be bound thereby.

20. This agreement may be executed in several counterparts, each of which shall be deemed an original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

"GAF": GAF CORPORATION

By _____
VICE PRESIDENT (Title)

"SEA WORLD": SEA WORLD, INC.

By _____
(Title)

"SEA WORLD": SEA WORLD OF OHIO, INC.

By _____ (Title)
Pres.

SEA WORLD OF FLORIDA, INC.

By _____ (Title)
Pres

AGREEMENT

THIS AGREEMENT, entered into as of May 4th, 1972, by and between RJR FOODS, INC., a corporation ("Hawaiian Punch" herein) and SEA WORLD, INC., a corporation, SEA WORLD OF OHIO, INC., a corporation, and SEA WORLD OF FLORIDA, INC., a corporation (collectively "Sea World" herein without regard to number).

RECITALS:

A. Sea World is the owner and operator of family-oriented marine life show parks featuring marine animal shows and exhibits, as well as other commercial service activities for paying guests, which marine life show parks are located in San Diego, California ("Sea World of San Diego"), and in Aurora, Ohio ("Sea World of Ohio"); and

B. Sea World, at each of the marine life show parks, owns and operates a Hawaiian theme food and beverage facility; and

C. Sea World is presently developing an additional marine life show park at Orlando, Florida ("Sea World of Florida"), which marine life show park will include a Hawaiian theme food and beverage facility; and

D. Hawaiian Punch desires to promote the sale of its beverage products (as hereinafter defined) through sponsorship identification with the Hawaiian theme food and beverage facilities at Sea World of San Diego, Sea World of Ohio and Sea World of Florida; and

E. Hawaiian Punch desires to have its beverage products featured at each of the Sea World marine life show parks for resale to the Sea World patrons.

NOW, THEREFORE, in consideration of the premises, and the covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. For the purposes of this Agreement the following definitions shall apply:

(a) "Commencement Date" shall mean July 1, 1972.

(b) "Contract Year" shall mean a period of one (1) year from any July 1 to June 30, inclusive.

(c) "Parks" shall mean the marine life show parks located at Sea World of San Diego, Sea World of Ohio, and Sea World of Florida after such park is first opened to the public.

(d) "Beverage Products" shall mean non-carbonated fruit-base or non-carbonated, fruit-flavored soft drinks manufactued or sold by Hawaiian Punch under the Hawaiian Punch brand name.

(e) "Hawaiian Facilities" shall mean each of the Hawaiian-theme food and beverage facilities located at the Parks (being one such facility at each of the Parks).

2. Sea World hereby grants to Hawaiian Punch for the term hereinafter set forth the exclusive right to be identified in connection with, and as the sponsor of, the Hawaiian Facilities at the Parks. Each of the Hawaiian Facilities shall be identified as the "Hawaiian Punch Pavilion" by appropriate signs and graphics.

3. The term of this Agreement shall commence on the Commencement Date, and shall end on June 30, 1977, unless renewed or sooner terminated as hereinafter set forth.

4. For the rights granted under this Agreement to Hawaiian Punch and for the services to be rendered by Sea World pursuant to this Agreement, Hawaiian Punch shall pay to Sea World a fee in the amount and as is set forth on Exhibit A attached hereto, for each contract year during the term hereof; provided, however, should

the Hawaiian Facility to be located at the Sea World of Florida marine life show park not be first opened to the public on the commencement of the second Contract Year hereunder, then $55,000 of the fee payable to Sea World for such Contract Year shall not be payable and, in lieu thereof, Hawaiian Punch shall pay to Sea World an amount equal to $4,583 times the number of calendar months remaining in the second Contract Year after the Hawaiian Facility shall have been first opened to the public with any partial month prorated. Such amount shall be payable to Sea World within fifteen (15) days after Sea World shall have certified in writing to Hawaiian Punch the date that the Hawaiian Facility at the Sea World of Florida marine life show park shall have first been opened to the public. The fee to be paid by Hawaiian Punch for each Contract Year shall be paid to Sea World on or before the first day of each Contract Year; provided, however, that on or before August 1, 1972, Hawaiian Punch shall pay to Sea World the sum of $110,000 with $55,000 thereof being a credit against the total fee payable for the third Contract Year hereunder and $55,000 being a credit against the total fee payable for the last Contract Year hereunder.

5. During the term of this Agreement, Sea World at its expense shall:

(a) Operate and maintain the Hawaiian Facilities at each of the Parks in a first-class manner, adhering to the standards set for all Sea World displays, shows and exhibits at the Parks.

(b) Feature and sell Beverage Products at the Hawaiian Facilities at the Parks.

(c) Provide suitably attired male and female attendants to staff the Hawaiian Facilities, which attendants shall be oriented on the Beverage Products. The attendants shall be employees of Sea World, and Hawaiian Punch shall have no responsibility for the

hiring, training, supervision or compensation of the attendants.

(d) Cooperate with Hawaiian Punch in the creation and location of signing and graphics for the prominent display of the Hawaiian Punch signing and graphics (including the integration of the Hawaiian Punch "Punchy" character) at the Hawaiian Facilities. The number and location of such signing and graphics shall be subject to the approval of Sea World, which approval shall not be unreasonably withheld. The manner of use of the Hawaiian Punch trademarks, trade names, logotypes and the like in all advertising or publicity materials, menus, signs, maps or other literature shall be subject to the approval of Hawaiian Punch.

(e) Provide identification of the sponsorship by Hawaiian Punch of the Hawaiian Facilities on the Parks' maps and literature used or distributed to the public inside the Parks which refer to the Hawaiian Facilities.

6. During the term of this Agreement:

(a) Sea World shall not serve at the Hawaiian Facilities carbonated or non-carbonated soft drinks other than the Beverage Products.

(b) To the extent as shall not be violative of any federal or applicable state law as determined by a court (by final judgment or decree from which no appeal can be taken) having jurisdiction over either of the parties to this Agreement, Sea World shall not display, suffer or permit any other person or entity to sell within the Parks non-carbonated fruit-base or non-carbonated, fruit-flavored soft drinks which are competitive to the Beverage Products, or carbonated soft drinks of the same flavors as the Beverage Products, other than carbonated lemon lime soft drinks, root beer soft drinks, or cola soft drinks, nor shall Sea World permit such person or entity to sponsor or otherwise be identified with the Parks.

Hawaiian Punch shall have the right to terminate this Agreement forthwith in the event that such a final judgment or decree is issued in which event Sea World shall repay Hawaiian Punch the pro rata portion of unused fees previously paid by Hawaiian Punch.

7. During the term of this Agreement Hawaiian Punch shall timely sell and deliver to Sea World such quantities of concentrate of good quality for making Beverage Products as may be required by Sea World at prices then charged by Hawaiian Punch to its other like customers and on terms no less favorable then in effect to such other like customers.

8. Sea World will design the Hawaiian Facility at the Sea World of Florida marine life show park so as to feature a fast service, sit-down, waitress-served menu facility.

9. Sea World and Hawaiian Punch shall cooperate in developing marketing programs that promote the greatest sales of the Beverage Products at the Parks and produce the greatest guest attendance at the Parks.

10. Sea World and Hawaiian Punch shall design a descriptive product souvenir promotional menu featuring Hawaiian Punch products for distribution at the Hawaiian Facilities. The cost of the initial run of the menus (being approximately 1,700,000 menus in the aggregate) shall be borne by Hawaiian Punch and shall not exceed $16,000.00. The cost of such menus thereafter, except as hereafter provided, shall be borne by Sea World during the term of this Agreement. In the event that Hawaiian Punch shall desire to change the menu more than one time within any 18-month period commencing with the term of this Agreement, then the entire cost of such change shall be borne by Hawaiian Punch. In the event of a change in menus, Sea World may first exhaust undistributed menus then in stock.

11. During the term of this Agreement Hawaiian Punch shall have the right to advertise and publicize anywhere in the world the fact of its sponsorship of the Hawaiian Facilities at the Parks; provided, however, that any such advertisement or publicity shall be subject to the prior written approval of Sea World, which approval shall not be unreasonably withheld. Except as is specifically granted herein, Hawaiian Punch shall have no rights in, or in connection with, or the use of, the Parks, Sea World, its name, or any phase thereof, or any similar name, designs, logos, symbols, trademarks, service marks, representations, characterizations, ideas, or other names, matter or material developed or used for or by or owned by Sea World. Sea World shall acquire no rights in or to any advertising used by Hawaiian Punch pursuant to this Agreement at the Parks or elsewhere or any trademarks, service marks, company names or slogans owned by Hawaiian Punch, whether used or displayed in such advertising or otherwise.

12. Sea World and Hawaiian Punch each shall have the right to terminate this Agreement without cause at the end of each Contract Year upon ninety (90) days' prior written notice. In the event of the termination of this agreement pursuant to this paragraph 12, Hawaiian Punch shall not be liable for any further payments which may become due after the date of termination and shall have refunded to it any unused fee payments previously made for a period subsequent to the date of such termination. Neither party shall have any liability to the other for or by reason of such termination.

13. In the event Sea World shall breach any of the covenants, terms or conditions herein, and shall fail to remedy the same within thirty (30) days after written notice by Hawaiian Punch to do so, Hawaiian Punch may terminate this Agreement, in which event Sea World

shall repay to Hawaiian Punch a prorata portion of any sums paid to Sea World for a period subsequent to the date of such termination.

14. In the event Hawaiian Punch shall breach any of the covenants, terms and conditions herein and shall fail to remedy the same within thirty (30) days after written notice by Sea World to do so, Sea World may terminate this Agreement, in which event Hawaiian Punch shall pay to Sea World the fee due for the year next succeeding the date of such termination. Any unused credits under the payment made pursuant to paragraph 4. hereof shall be applied to reduce or satisfy Hawaiian Punch's obligations hereunder.

15. Upon the termination of this Agreement or any renewal thereof, Hawaiian Punch shall have no further right to advertise or publicize the fact of its sponsorship of the Hawaiian Facilities or otherwise be identified with the Parks for any purpose whatsoever. Upon the termination of this Agreement or any renewal thereof, Sea World shall have no further right to use any signing, graphics or advertising material which refers to the Beverage Products, and shall thereafter refrain from using the same in any manner whatsoever.

16. Except as is otherwise specifically provided herein, Sea World shall have the full and complete right to operate and maintain the Hawaiian Facilities and publicize or advertise the same in any manner it chooses and to collect for its own benefit all revenues therefrom.

17. Sea World shall fully protect, indemnify and save harmless and defend Hawaiian Punch from and against any and all loss, cost, damage, injury, liability, obligations, claims or causes of action of every nature whatsoever for damages to property or injury to or death of any person or persons in any manner arising out of or incident to or in connection with the use, maintenance or operation

by Sea World of the Hawaiian Facilities or the Parks except to the extent that the foregoing shall result from the sole or contributing negligence or fault of Hawaiian Punch, its officers, employees or agents.

18. Sea World at its sole cost and expense shall keep in full force and effect comprehensive general liability insurance naming Hawaiian Punch, its officers, agents and employees, as additional insureds with limits not less than $1,000,000 for any injury or death to any person or persons or loss or damage of property arising out of any single accident or occurrence; provided, however, such coverage as is afforded by the foregoing insurance shall not include any coverage for any claims arising from the consumption or use of the Beverage Products, for which Sea World has no control or supervision. Such insurance shall be with responsible carriers and in forms generally in use in the State of California, and Sea World shall deposit with Hawaiian Punch certificates of insurance evidencing compliance herewith, which certificates shall include a statement to the effect that the insurance may not be cancelled on less than thirty (30) days' written notice to Hawaiian Punch.

19. Provided that Hawaiian Punch shall not be in default of any of the covenants, terms and conditions of this Agreement, Hawaiian Punch shall have the option to renew this Agreement for a term of three (3) years under the same covenants, terms and conditions set forth herein except that the annual fee due Sea World for each year shall be $90,000. Hawaiian Punch shall elect to exercise its option to renew by giving written notice to Sea World of its election to do so one hundred eighty (180) days prior to the termination date of this Agreement.

20. All sums to be paid by Hawaiian Punch to Sea World hereunder shall be made payable to Seal World, Inc., and delivered to Sea World, Inc., at the address set forth in paragraph 25.

21. No waiver by either party hereto at any time or from time to time of a breach of any of the terms, conditions or covenants of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions, or covenants, nor shall establish any precedent upon which the other party may rely.

22. Except as otherwise stated herein, should any term, provision, clause, article, condition or other portion of this Agreement be held inoperative, invalid or void, such holding shall not affect any other term, provision, clause, article, condition or other portion of this Agreement.

23. This Agreement shall not be assigned by either party, whether voluntarily, by operation of law, or otherwise, without the prior written consent of the other party.

24. This Agreement does not constitute or make either party the other's agent or representative for any purpose whatsoever. Neither party has the power or authority, express or implied, to act in the other party's behalf or in the other party's name, or to bind the other party, either directly or indirectly, in any manner or thing whatsoever.

25. Any notices, consents or approvals required or permitted by this Agreement shall be given by certified mail with return receipt requested and postage prepaid, to Sea World at:

Sea World, Inc.
1720 South Shores Road
San Diego, California 92109

and to Hawaiian Punch at:

RJR Foods, Inc.
Winston-Salem
North Carolina 27102

Attention: G. A. Avram, Secretary,

or to such other address as shall be specified in writing by either party.

26. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of California.

27. This Agreement constitutes the entire agreement and understanding between the parties, and there are no other agreements, oral or written.

28. This Agreement may be executed in several counterparts, each of which shall be deemed an original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

RJR FOODS, INC.

By _____ (Title)

"HAWAIIAN PUNCH"

SEA WORLD, INC.

By _____ (Title)

SEA WORLD OF OHIO, INC.

By _____ (Title)

SEA WORLD OF FLORIDA, INC.

By _____ (Title)

"SEA WORLD"

EXHIBIT A

Contract Year Ended June 30	S.D.	OHIO	FLA	Fee
1973	6000	10000	$5000	$16,000
1974	6000	10000	29790	~~$71,000~~
1975	22500	10000	$5000	$87,500
1976	22500	10000	$5000	$87,500
1977	22500	12500	$5000	$90,000

1 7/1/72 - 6/30/73
2 7/1/73 - 6/30/74
3 7/1/74 - 6/30/75
4 7/1/75 - 6/30/76
5 7/1/76 - 6/30/77

file - legal

SEA WORLD

RECEIVED
MAR - 5 1976
PROPERTY DEPT.

RECEIVED
MAR 11 1976
PROPERTY DEPT.

January 15, 1976

DOCUMENT NO. 754537
FILED MAR 10 1976
OFFICE OF THE CITY CLERK
SAN DIEGO CALIFORNIA

Mr. Ruben Ducheny
Glassblower Shop
Sea World, Inc.
1720 South Shores Road
San Diego, California 92109

Dear Mr. Ducheny:

This will serve to renew and extend the terms of our sub-lease agreement with you for a period of one year which will now terminate on December 31, 1976. As you know, this lease is subordinate to the terms and conditions of Sea World's master lease with the City of San Diego.

If this letter sets forth the agreement as you understand it, please sign in the space indicated and return a copy for our file.

Sincerely,

SEA WORLD, INC.

Frank A. Powell, Jr.
Senior Vice President and
General Manager

FAP/cm

cc: Don S. Barone, Supervisor
Property Management Division

Accepted By: Ruben Ducheny
Ruben Ducheny, Glassblower
SEA WORLD, INC.

Witness: Charlene S. Mesner

RECEIVED
CITY CLERK'S OFFICE
1976 MAR -9 PM 2:01
SAN DIEGO, CALIF.

JAN 16 1975
PROPERTY DEPT.

SEA WORLD

RECEIVED

January 13, 1975

Mr. Ruben Ducheny
Glassblower Shop
Sea World, Inc.
1720 South Shores Road
San Diego, California 92109

Dear Mr. Ducheny:

This will serve to renew and extend the terms of our sub-lease agreement with you for a period of one year which will now terminate on December 31, 1975. As you know, this lease is subordinate to the terms and conditions of Sea World's master lease with the City of San Diego.

If this letter sets forth the agreement as you understand it, please sign in the space indicated and return a copy for our file.

Sincerely,

SEA WORLD, INC.

Frank A. Powell, Jr.
Senior Vice-President and
General Manager

FAP/cm

Copy to E. Floyd Cooke, Supervisor
Property Management Division

DOCUMENT NO. 249959
FILED JAN 20 1975
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Accepted by: Ruben Ducheny
Ruben Ducheny, Glassblower
SEA WORLD, INC.

Witness: Charlene S. Mesner

PROPERTY

file legal dom.

SEA WORLD

January 23, 1974

Mr. Ruben Ducheny
Glass Blower Shop
1720 South Shores Road
San Diego, California 92109

Dear Mr. Ducheny:

This will serve to renew and extend the terms of our sub-lease agreement with you for a period of one year which will now terminate on December 31, 1974. As you know, this lease is subordinate to the terms and conditions of Sea World's master lease with the City of San Diego.

If this letter sets forth the agreement as you understand it, please sign in the space indicated; and return a copy for our file.

Sincerely,

SEA WORLD, INC.

Frank A. Powell, Jr.
Vice President - General Manager

FAP/cm

Accepted by: Ruben Ducheny
Ruben Ducheny, Glassblower
SEA WORLD, INC.

DOCUMENT NO. 746367
FILED FEB 15 1974
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Witness: _____

cc: E. Floyd Cooke, Supervisor
Property Management Division

RECEIVED
CITY CLERK'S OFFICE
1974 FEB -5 PM 2:29
SAN DIEGO, CALIF.

Property-54

DUPLICATE ORIGINAL DOCUMENT NO. 739787

CONSENT TO SUBLEASE AGREEMENT

FILED MAY 2 1972
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

The City of San Diego (City) as Lessor under that certain lease agreement dated July 16, 1963 as filed in the Office of the City Clerk as Document No. 658698, as amended, herein called "Master Lease", hereby consents to SEA WORLD, INC., a California corporation (formerly MARINE PARK CORPORATION) Lessee, entering into that certain sublease agreement with RUBEN DUCHENY (Sublessee) the form of which Sublease Agreement is filed in the Office of the City Clerk as Document No. 739635 providing for the exclusive right to operate and maintain a glassblowing shop, which consent shall be subject to the following conditions:

1. This consent shall not be construed as a consent to any subsequent sublease or assignment, nor as a waiver of any rights or recourse of City under or pursuant to said Master Lease.
2. Said Sublease shall not have the effect of reducing in any manner rents due City under said Master Lease.
3. Said Sublease shall be subordinate to said Master Lease in all respects.

THE CITY OF SAN DIEGO

Dated April 19, 1972

By _____
ASSISTANT TO THE City Manager

SEA WORLD, INC. (Lessee)

Dated March 16, 1972

By _____
FRANK A. POWELL, JR.

Dated March 16, 1972

_____
RUBEN DUCHENY (Sublessee)

APPROVED as to form and legality this 20 day of April, 1972.

JOHN W. WITT, City Attorney

By _____
Deputy

RKS:ar
2-2-72

FORM OF

A G R E E M E N T

THIS AGREEMENT, made and entered into as of this 1st day of January, 1972, at San Diego, County of San Diego, State of California, by and between SEA WORLD, INC., a California corporation, hereinafter called "Sea World," and RUBEN DUCHENY, hereinafter called "Concessionaire."

W I T N E S S E T H:

WHEREAS, Sea World owns and operates a marine park located at Mission Bay, San Diego, California, on the property owned by the City of San Diego and leased from the City of San Diego as Lessor (the "Master Lease");

WHEREAS, Sea World desires to grant the Concessionaire upon the marine park premises of Sea World at Mission Bay, San Diego, California, during the term of this Agreement the exclusive right to operate and maintain a glassblowing shop, together with furnishings, equipment and other appurtenances;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, and of the payments hereinafter provided to be made by Concessionaire to Sea World, it is agreed as follows:

1. PREMISES.

(a) Sea World grants to Concessionaire and Concessionaire shall exercise the exclusive right to operate and maintain a glassblowing shop, together with furnishings, equipment and other appurtenances only at the location on the grounds of Sea World as set forth on Exhibit A attached hereto, hereinafter referred to as the "Premises" or "facility".

(b) The location of the Premises shall not be changed or enlarged by Concessionaire, and Concessionaire shall not install any other attractions or business except with the written consent of Sea World; provided, however, that in the event that Sea World may

require such reasonable changes, enlargements or the addition of the facility at a new location as it may deem necessary for the general improvement of its plant or operations, then the Concessionaire will revise its operation to accommodate said changes.

(c) The Concessionaire shall pay all costs incident to the equipping and furnishing of the concession and agrees to utilize the Premises provided by Sea World.

2. TERM.

The term shall commence on the 1st of January, 1972, and shall continue for and during the period to and including December 31, 1972, unless extended or sooner terminated as hereinafter set forth.

Extended to 12/31/73 by letter dated 2/2/73

3. RIGHTS AND PRIVILEGES EXCLUDED FROM THIS AGREEMENT.

All rights and privileges not herein expressly given to Concessionaire are hereby expressly excluded.

4. CONCESSIONAIRE AGREES:

(a) To provide a complete list of all furniture, furnishings, appliances, decorations and equipment installed upon or in the Premises.

(b) To furnish the facility at its expense, maintain in good condition and make use of adequate equipment, furnishings, merchandise and all other items of personal property used by Concessionaire in connection with the conduct of its business upon the Premises as deemed necessary by Sea World.

(c) To employ skilled help in numbers sufficient to conduct and maintain the same as first class establishment in all respects in keeping with the standards established by Sea World.

(d) To maintain reserves and inventories on the Premises sufficient to enable it to comply with the intention hereof.

(e) Concessionaire agrees to have its facility on the Premises open and ready for business at all times as may be required by Sea World.

(f) Concessionaire agrees that the Premises which are under its control and all equipment and articles used at or in connection with the Premises will be kept neat, clean and sanitary and in compliance with all governmental regulations, laws or ordinances. Sea World shall at all times have full right of entry and of inspection for the purpose of determining compliance by Concessionaire with the provisions hereof.

(g) Concessionaire agrees that at all times its employees shall be clean in appearance and courteous in manner and shall be fully instructed and trained so that the public and patrons at Sea World shall be treated and served with every reasonable consideration and courtesy. If in the opinion of Sea World, any of the Concessionaire's employees fail to meet such standards or are otherwise unsuitable, then upon request of Sea World, Concessionaire shall forthwith discontinue the employment of any such employee or employees at Sea World.

(h) That the Concessionaire will occupy the position of an independent contractor with exclusive general control over its employees except as otherwise herein provided; and will be responsible at all times for the appearance and conduct of its employees. Concessionaire's employees shall be required to wear a distinctive uniform, the design of which must be approved by Sea World. Concessionaire's employees shall be required to wear a name plate badge at all times when working, the design of which must be approved by Sea World.

(i) Concessionaire at all times shall abide by and comply with all rules and regulations established by Sea World and all Federal, State and local laws, rulings and regulations, including those of San Diego County Health Department, the San Diego County Fire Department and State Fire Marshal, and at all times have and keep in good standing any and all licenses or permits required to do

or sell or serve the things done, sold or served by Concessionaire hereunder. Concessionaire at all times shall abide by and comply with and shall be bound by the terms and conditions of the Master Lease between the City of San Diego as Lessor, and Sea World as Lessee, as said Master Lease may affect Concessionaire, and this Agreement shall be subject to and subordinate to the terms and conditions of said Master Lease.

(j) Concessionaire before delinquency shall pay all Federal, State, city and county taxes as may from time to time be levied or assessed upon or against the property of Concessionaire installed in or located upon the Premises at Sea World. Concessionaire shall further properly account for and pay to the appropriate authorities sales taxes and similar governmental charges and levies, including all so-called payroll and similar taxes or deductions.

(k) Concessionaire shall keep all its facilities on the Premises clean and free of all trash, rubbish and refuse and shall accumulate all of same at proper places as designated by Sea World for pickup. Sea World agrees to maintain a cleanup crew for the purpose of removing such accumulations from these designated locations on the Premises. Concessionaire likewise agrees that all garbage will be properly kept and disposed of in a sanitary manner.

(l) Concessionaire agrees to pay all bills for merchandise and supplies promptly and in due course of business and in any case to so conduct its business that no liens or claims of any kind shall accrue against Sea World or its property by reason of the existence or conduct of such business of Concessionaire.

(m) Concessionaire shall arrange that all supplies and merchandise required by it will be delivered at the Premises during hours designated by Sea World in order that there shall be no interference with the operations of Sea World.

(n) Concessionaire represents that it is the sole owner of all furniture, fixtures, and all equipment and articles used or intended to be used by Concessionaire in the conduct of its business hereunder on the Premises. None of the property of Concessionaire installed or placed in the Premises for use by it pursuant hereto shall be mortgaged, pledged or encumbered to any extent without the written consent of Sea World being first had and obtained.

(o) In the event the place in which Concessionaire's facility is originally to be located is changed, rearranged or added to, either by Concessionaire with the consent of Sea World or as required by Sea World as contemplated in Paragraph 1 hereof, or in the event the Premises are remodeled or enlarged by Sea World for any reason and it desires Concessionaire to open a new facility or relocate an existing facility, or in the event of rebuilding on account of catastrophe, then Concessionaire will install equipment in all facilities which are necessary or desirable in the opinion of Sea World for the purpose of doing business at the places involved. All such facilities will be completely and properly equipped with all reasonable speed by Concessionaire after being requested to do so, and all of which shall be at Concessionaire's sole expense.

(p) The Concessionaire agrees to furnish Sea World with a list of all prices to be charged by the Concessionaire.

(q) Concessionaire agrees to revise such charges or prices as directed by Sea World, and to maintain the prices and charges as submitted or revised, unless otherwise authorized in writing from Sea World.

(r) Concessionaire agrees at all times to keep and maintain its fixtures, equipment, furnishings and all other articles of property used by it hereunder in good order, condition and repair. In the event articles or items become worn out, damaged or destroyed or otherwise unfit for use, to promptly repair or replace same by

articles of at least equal value.

(s) The Concessionaire waives any and all rights it may have by virtue of the provisions of Section 1932 and the provisions of subsection 3 of Section 1933 of the Civil Code of the State of California.

5. UTILITY SERVICES AND OPERATING EXPENSES.

Sea World will assume and pay when due all charges for heat, power, water, and light accruing or payable in connection with Concessionaire's occupancy of the Premises.

6. ADVERTISING AND DISPLAY.

(a) Concessionaire may place upon or in connection with its facility, price cards which shall be of reasonable size and dignified in appearance. In the event Sea World shall deem any such price cards or any radio or newspaper advertising under the control of Concessionaire to be objectionable, it may notify Concessionaire of its objections and Concessionaire agrees that it will, forthwith after receiving such notice, correct or eliminate the price card or advertising complained of.

(b) All advertising of any nature in the Premises controlled by Concessionaire and all promotional and other advertising material used by the Concessionaire shall be subject to prior written approval by Sea World. All revenues derived by Sea World or Concessionaire from any institutional or other advertising incident to the operation of the marine park or of the concession shall belong to Sea World.

7. NONLIABILITY AND INDEMNITY.

(a) The Concessionaire agrees to indemnify, defend and hold harmless Sea World and their respective officers, agents, servants and employees from any and all claims, demands, suits, causes of action, or damages, of any kind or character, including reasonable attorney's fees, and by whomsoever claimed which Sea World may be required to pay by virtue of the occupancy of the Premises, or any part thereof, by the Concessionaire or by virtue of any of the

activities of the Concessionaire, its agents, employees, concessionaires, or assigns, conducted upon the Premises or any part thereof; provided, however, the Concessionaire shall have the right to contest the validity of any and all such claims and demands and defend any and all such suits, causes of action, and claims for damages, of any kind or character, and by whomsoever claimed, as the Concessionaire may deem necessary.

(b) The City of San Diego (the "City), its agents, officers and employees, shall not be liable, nor be held liable, for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of Concessionaire or any of the Concessionaire's representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths of them, or any of them, whether caused by or resulting from any acts or omission of Concessionaire in or about the Premises, or any act or omission of any person or from any defect in any part of the Premises or from any other cause or reason whatsoever. Concessionaire further agrees to indemnify and save free and harmless City and its authorized agents, officers, and employees against any of the foregoing liabilities and any costs and expenses incurred by City on account of any claim or claims therefor. Provided, however, that this Hold Harmless Clause between Concessionaire and City shall not apply to any injury, death, or damage caused by the City, its officers, employees or authorized agents.

8. ASSIGNMENT, SUBLETTING, GRANTING OF CONCESSIONS.

(a) The parties agree that the personal supervision of Concessionaire of the operation of the concession business upon the Premises is of paramount importance and that this Agreement would not be made by Sea World except for its confidence in the character and abilities of Concessionaire; Concessionaire therefore agrees

that it shall not sublet, sell, assign, mortgage, pledge, hypothecate or otherwise dispose of this Agreement, or any of its rights, privileges or obligations under this Agreement or the Premises or any portion of the Premises, nor shall the Concessionaire suffer any other person to occupy the Premises or any portion thereof, or in any manner encumber the rights, concessions and privileges granted hereby, nor will it in any way deal with its property upon the Premises in such manner as to impair its ability to perform hereunder, without written consent of Sea World first had and obtained and then only upon such terms and conditions as may be prescribed by Sea World.

(b) Any consent granted hereunder by Sea World shall not be deemed to confer any right upon the Concessionaire to thereafter do or suffer any of the acts prohibited by this paragraph.

(c) Any consent granted hereunder by Sea World, the following shall be applicable:

(1) Each such concession which may be granted by the Concessionaire shall be subject to all of the terms and provisions of this Agreement;

(2) The gross receipts from the operation of such concession shall be deemed a part of the gross receipts of the Concessionaire for the purpose of determining the rental payable to Sea World hereunder;

(3) All of the provisions hereof applying to the Concessionaire shall be applicable to each such concessionaire;

(4) The majority in number and the major portions in volume of business of the departments of the Concessionaire, including concessions granted by the Concessionaire, shall at all times belong to and be operated by the Concessionaire;

(5) Any person granted a concession hereunder shall execute and deliver to Sea World prior to entering the Premises a written agreement in favor of Sea World setting forth that he has

read this Agreement and that, in consideration of the granting of the concession, he agrees to be bound by all of the terms and provisions hereof.

(d) Concessionaire and its concessionaires shall operate and manage the services and facilities offered in a first class manner and comparable to other first class concessions providing similar facilities and services during the entire term of this Agreement.

(e) Any attempt by the Concessionaire to assign, sublet or otherwise to violate the provisions of this paragraph shall be void and no rights shall pass to any person thereby, and Sea World shall not be obligated to accept, nor shall it be bound by or be deemed to have acquiesced in, or be estopped in any respect by any performance under this Agreement by any person other than the Concessionaire.

(f) Any assignment of this Agreement or any rights hereunder by operation of law or by any process or proceeding of any court, shall constitute a breach of the covenant against the assignment of the Concessionaire's rights hereunder.

(g) The Concessionaire shall be responsible for the acts of its concessionaires and a violation by any such concessionaire of any of the terms or provisions of this Agreement shall have the same effect as if such violation had been committed or suffered by the Concessionaire as well as by its concessionaire and shall be actionable by Sea World against the Concessionaire and/or against its concessionaire at the option of Sea World.

(h) If the Concessionaire, or any person composing the Concessionaire, be a partnership or similar association, a withdrawal or change, voluntary, involuntary, by operation of law, or otherwise, of any partner or member thereof, or the dissolution of such partnership or association, shall be deemed an assignment prohibited by

this paragraph, unless the written consent of Sea World be obtained; provided, however, Sea World shall not unreasonably withhold its written consent nor impose any unreasonable terms or conditions in connection therewith with due consideration being given by it to the financial responsibility, character, business ability, morality and reputation of the new partnership or association and any new partner or member of the association, as the case may be.

(i) If the Concessionaire, or any person composing the Concessionaire, be a corporation, any change in stock ownership, voluntary, involuntary, by operation of law or otherwise, by any person having at the time of the execution of this Agreement, or which results in any person having after the execution of this Agreement, direct or indirect, a beneficial ownership of or interest in ten per cent (10%) or more of the outstanding stock of such corporation, shall be deemed an assignment prohibited by this paragraph, unless the written consent of Sea World be obtained; provided, however, said written consent and written approval shall not be unreasonably withheld, nor shall any unreasonable terms or conditions in connection therewith be imposed, with due consideration being given to the financial responsibility, character, business ability, morality and reputation of such stockholder disposing of and/or obtaining stock of ten per cent (10%) or more in the corporation.

(j) As a condition of obtaining the written consent of Sea World, as provided in above subparagraphs (h) and (i), the Concessionaire shall immediately, upon the request of Sea World, obtain for and supply to Sea World in writing such information as Sea World may request for the purpose of exercising its power of consent as herein provided.

9. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

(a) The Concessionaire, at its own cost and expense, shall procure, and maintain throughout the term of this Agreement and any extension or amendment thereof, and thirty (30) days thereafter, a comprehensive insurance policy or policies for protection of Sea World, its officials and employees, and the City of San Diego, indemnifying said parties against all direct or contingent loss or liability for damages for personal injury, death or property damage occasioned by reason of the operation of the Premises, with minimum liability limits of Fifty Thousand Dollars ($50,000.00) for personal injury or death of any one person, and Five Hundred Thousand Dollars ($500,000.00) for personal injury or deaths of two or more persons for each occurrence or event, and in a minimum amount of Fifty Thousand Dollars ($50,000.00) for damage to property resulting from each occurrence or event.

(b) All policies of insurance required by this Agreement shall be in standard form, and written by such qualified insurance companies authorized to do business in the State of California as shall satisfy Sea World. Further, each policy of insurance shall set forth:

(1) That Sea World and its officers, agents, servants and employees and the City of San Diego are made additional insureds;

(2) The dates of inception and expiration of the insurance; and

(3) A statement by the insurance carrier that it will not cancel said policy without giving fifteen (15) days' prior written notice to Sea World and the City of San Diego.

(c) Concessionaire agrees that the comprehensive insurance policy or policies herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this

Agreement, Concessionaire agrees to provide Sea World at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Sea World, and Concessionaire agrees that no work or services shall be performed prior to the giving of such approval. In the event Concessionaire fails to keep in effect at all times insurance coverage as herein provided, Sea World may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(d) In the event the Concessionaire fails to procure or maintain insurance as herein provided, Sea World, at its option, may do so, and charge the cost of the same to the Concessionaire; said cost shall be repaid by the Concessionaire to Sea World and shall be in addition to any other payments by way of rental. A failure to repay any such sum within thirty (30) days after mailing of bill therefor to the Concessionaire shall constitute a breach of this agreement.

(e) In the event that any insurance cannot be procured or maintained as herein provided, as the result of any act or omission by the Concessionaire, the same shall constitute a breach of this Agreement by the Concessionaire.

10. RENT.

Concessionaire agrees to pay to Sea World twenty-seven per cent (27%) of its total gross receipts (as hereinafter defined) from all sources during the term of this Agreement.

11. GROSS RECEIPTS, PAYMENTS, RECORDS, REPORTS AND AUDIT.

(a) The term "gross receipts" herein used shall be construed to mean the total of all money taken in and/or received by Concessionaire (exclusive of sales or use tax actually collected

by it from consumers or patrons) for all merchandise or services sold or articles rented or leased from or through or upon said Premises, without deducting therefrom or taking into consideration any item of expense, maintenance, salaries, wages, commissions, cost of merchandise, shortage in accounts of employees, loss of merchandise or any other expense of operation.

(b) Concessionaire shall, on Monday of each week during the term hereof, pay to Sea World said sums attributable to gross receipts during the preceding week, and such payment shall in each instance be accompanied by a detailed report of the business of each day for which said payment is made on forms to be approved by Sea World and such reports shall be certified as correct by Concessionaire or its duly authorized representative.

(c) Concessionaire agrees that all sales and transactions will be for cash. There will be no exceptions.

(d) Concessionaire agrees to install revenue control methods requested by Sea World, for example, cash registers approved by Sea World. These registers to be lock type which would allow Concessionaire readings only. Tapes to be property of Sea World, available to Concessionaire for tax purposes at any time. Sea World auditors shall have the right to audit the registers and register tapes daily. Concessionaire will not permit any of its employees to make change from an open cash box or container or from pockets of clothing when cash registers are required to be used.

(e) Concessionaire covenants and agrees that it will keep true and correct books and records of the type approved by Sea World of all its concession operations under this Agreement, in which shall be correctly and fully entered all transactions respecting the total sales and operations of Concessionaire and the cost of its merchandise and supplies.

(f) Concessionaire agrees to make available, on reasonable notice, to Sea World, all applicable bank deposit slips and statements,

inventories, audit books, income and other tax statements, and cash register readings, together with any other records deemed necessary by Sea World for its purposes.

(g) Daily revenue reports shall be submitted to Sea World for the concession in a form that will serve as an audit record, and shall be certified as correct by Concessionaire or its duly authorized representative.

(h) Concessionaire will report all taxable earnings derived from operations pursuant to this Agreement to the appropriate State sales tax agency showing said revenue separate from any and all other earnings. One copy of each report is to be submitted to Sea World at the time of submission to the State sales tax agency.

(i) If any dispute shall arise between the parties hereto with respect to the total gross receipts of the business of Concessionaire or with respect to the portion thereof payable to Sea World, Sea World may at its option have such books and records of Concessionaire audited by accountants or certified public accountants of its own selection. The expense incident to the making of such audit shall be borne by and paid for by Sea World, provided, however, that if such audit shall establish errors equal to or in excess of two per cent (2%) of the gross receipts and transactions reported by Concessionaire, then Concessionaire shall be liable for and agrees to pay Sea World any reasonable cost of such audit.

(j) The acceptance by Sea World of any statement or any moneys paid to Sea World by the Concessionaire as rental for the Premises, as shown by any statement furnished by the Concessionaire, shall not be an admission of the accuracy of said statement or of the sufficiency of the amount of said rental payment.

(k) The rentals provided for in this Agreement shall be paid by the Concessionaire to Sea World at the place where notices to Sea World are to be given pursuant to Paragraph 14 of this

Agreement, or at such other place as Sea World may from time to time designate by written notice to the Concessionaire; said payments shall be made in lawful money of the United States.

(l) The City of San Diego through its duly authorized agents or representatives has the right to at any and all reasonable times examine and audit all gross receipts, payments, records and reports for the purpose of determining the accuracy thereof, and of the monthly statements of moneys accrued and sales made on said Premises or quantities of material removed from said Premises.

12. ADDITIONAL INSURANCE PROVISIONS.

Concessionaire agrees that it will procure and continuously maintain and carry throughout the term hereof at its own cost and expense the following:

(a) Public liability insurance against loss, cost or damage by reason of death or injury to any persons while on those portions of the Premises allotted to or used by Concessionaire as provided under Paragraph 9.

(b) All workmen's compensation insurance required by law or regulation.

(c) Fire insurance on the fixtures, equipment and all other personal property, including supplies of Concessionaire on the Premises in an amount adequate to insure the replacement of said property in the event of loss by fire.

All insurance required hereunder shall be for the protection of Sea World, the City of San Diego and the Concessionaire, and shall be written by such company or companies as Sea World shall approve, and, in the absence of agreement as to amount, shall be in the amounts customarily carried by similar operators as a minimum. All losses under any such policies of insurance shall be so written as to be payable to Concessionaire, Sea World, or the City of San Diego, as their interests may appear. The policies shall be delivered to Sea World for safekeeping, or in lieu thereof Concessionaire may deliver certificates of the several insurance carriers showing the

existence and maintenance of the required insurance. In the event other insurance than that specifically listed is believed by Sea World to be necessary for the protection of the joint interest of the parties hereunder and the City of San Diego, Concessionaire likewise agrees to procure, pay for and carry such other additional insurance as mutually agreed upon.

13. WAIVER.

(a) The waiver of any right, option or privilege existing at law or by virtue of this Agreement, by Sea World shall not be construed as a waiver by Sea World from subsequently exercising any and all such rights, options or privilege, nor shall it relieve the Concessionaire from its obligations to perform each and every term, covenant, provision and condition on its part to be performed pursuant to the provisions of this Agreement or required by law, nor shall it relieve the Concessionaire from damages and/or other remedies for its failure to perform or meet its obligations to Sea World.

(b) The waiver by Sea World, except as is hereafter provided of any breach of any term, covenant, provision or condition of this Agreement by the Concessionaire shall not be deemed to be a waiver of such term, covenant, provision or condition, nor of any subsequent breach of the same, nor of any other term, covenant, provision or condition, nor of any subsequent breach of the same, nor of any other term, covenant, provision or condition of this Agreement. The subsequent acceptance of any payments due or other performance required by this Agreement by Sea World shall not be deemed to be a waiver of any preceding breach by the Concessionaire of any term, covenant, provision or condition of this Agreement, regardless of Sea World's knowledge of such preceding breach at the time of its acceptance of such payments or performance.

(c) Notwithstanding anything in this paragraph to the contrary, Sea World may waive any term, covenant, provision or

condition of this Agreement, or any known breach thereof, and Sea World may waive any of its known rights, options or privileges; provided, however, such waiver must be express and not by implication and must also be in writing duly executed by Sea World and delivered to the Concessionaire. In the event any issue arises as to the existence or extent of a purported waiver pursuant to this subparagraph (c), any ambiguity with respect thereto shall be resolved in favor of Sea World.

14. NOTICES.

(a) By reason of the fact that it may be necessary to maintain close contact between the parties during operations, Concessionaire agrees to designate and have available at all reasonable times upon the Premises an agent or representative upon whom any and all complaints, demands or notices of any kind may be served which Sea World may desire to give or deliver to Concessionaire hereunder, and such service or delivery upon such agent or representative shall constitute service upon or delivery to Concessionaire. Similarly, Sea World does hereby designate and appoint its Vice President of Operations for the time being as its representative to receive all notices and demands of Concessionaire. If Concessionaire desires to change its designated agent or representative, it must so notify Sea World in writing. In the event that because of any emergency immediate agreement between Concessionaire and Sea World upon any matter of joint concern hereunder is required, agreement between such agent of Concessionaire and the Vice President of Operations of Sea World shall bind each party respectively.

(b) Except as provided in the above subparagraph (a) of this paragraph, any request, demand or notice required or permitted pursuant to this Agreement to be given to Sea World or to the Concessionaire must be in writing and shall be deemed to have been fully given when deposited in the United States mail as registered or

certified mail, with postage thereon fully prepaid, addressed to such party at its address set forth under or opposite its signature to this Agreement, or twenty-four (24) hours after such notice if filed as a telegram with the Western Union Telegraph Company or any successor in interest of said telegraph company, addressed as provided with all charges thereon fully prepaid.

(c) Any written notice given in any other fashion shall be deemed to have been given when actually received by the addressee thereof.

(d) Nothing herein is intended to alter, change or abrogate any provisions of law providing for the time and method of giving notice with respect to matters covered by any such law.

(e) Any party may change its address for the receipt of notices by giving written notice thereof to the other party in the manner herein provided.

(f) Should Concessionaire at any time during the term hereof violate or make default in the performance of any of the terms, conditions, provisions or covenants of this Agreement on its part to be kept and performed, or fail or refuse to observe any request or direction of Sea World with respect to any matter or thing wherein Sea World, under terms of this Agreement, is given the right to make such request or direction, then and thereupon Sea World may give Concessionaire or may mail to Concessionaire at its place of business, as shown upon the books and records of Sea World, a notice in writing demanding that said violation or default be cured or the indicated request or direction of Sea World be complied with within twenty-four (24) hours from the date of delivering or mailing said notice, as the case may be. In the event Concessionaire shall not within said twenty-four (24) hour period remedy or cure said default or comply with such request or direction, then at the expiration of said twenty-four (24) hour period, Sea World may at

its option elect to cancel this Agreement by notice in writing to that effect.

15. RIGHT OF SEA WORLD TO TAKE OVER THE ESTABLISHMENT AND BUSINESS OF CONCESSIONAIRE.

(a) In the event Concessionaire should (1) be adjudged bankrupt, or (2) make an assignment for the benefit of its creditors, or (3) a receiver should be appointed for the business and property of Concessionaire and such receiver should remain in possession of said business and property for three (3) days or more, or (4) its business or any substantial part of the property used by Concessionaire in connection therewith should be attached and said attachment remain in effect for three (3) days or more, or (5) should any keeper be placed in charge thereof and remain in charge for three (3) days or more, then upon the happening of either or any of said events Sea World may at its option, by written notice given to Concessionaire or addressed to Concessionaire by certified mail at its last known address as shown by the books and records of Sea World, elect to cancel this Agreement and all rights of Concessionaire hereunder.

(b) In the event of any such appointment of a receiver for the business and property of Concessionaire or in the event said business and property shall be attached, whether or not a keeper shall be placed in charge of said attached property, in order to avoid a disturbance of its operations, Sea World shall have the immediate right (whether or not Sea World elects to cause a cancellation of this Agreement) to take possession of the business and property of Concessionaire conducted on the Premises of Sea World, including all merchandise and supplies on hand and operate and make use of the same if the appointment of any such receiver or the levying of such attachment or the placing of a keeper in charge of said business and property shall deprive Concessionaire of the

management and operation of its business during the period of such receivership or attachment.

(c) In the event Sea World shall take possession of and operate the business of Concessionaire under the circumstances in subparagraph (b) of this Paragraph 15 set forth, it shall have free use of the furnishings, fixtures, merchandise and equipment of Concessionaire during such period as Sea World may operate such business. Any profit accruing from such concession business while being operated by Sea World shall, insofar as Sea World and Concessionaire are concerned, belong to Sea World.

(d) In the event of any such cancellation of this Agreement as hereinbefore referred to or any cancellation of this Agreement under any other paragraph or provision hereof whereunder Sea World has been given or has reserved such cancellation, Sea World may forthwith upon the personal service or mailing of such notice of cancellation take possession or, if possession has theretofore been taken, remain in possession of all of the fixtures, equipment, merchandise or other items of property then belonging to Concessionaire and shall have the absolute right to immediately take over and operate or continue the operation of the business of Concessionaire and use and/or dispose of all merchandise and supplies on hand in the conduct of said business. Sea World, upon taking over the fixtures, equipment, supplies and other property of Concessionaire, shall make a full and complete inventory thereof and shall deliver a copy of said inventory to Concessionaire.

16. TRANSFER OF LICENSES TO SEA WORLD.

In the event of any cancellation or takeover or other circumstances, by reason of which Sea World actually exercises the right or privilege to take possession of and operate the business and facility of Concessionaire at Sea World pursuant to this Agreement, it is agreed that Concessionaire will forthwith take all

steps permitted by law or regulation to transfer to Sea World, if requested by Sea World, each and every license required to permit the continuance of such facility and business on the Premises.

17. PREVAILING WAGE RATE.

Concessionaire agrees that hourly wage rates paid to employees to the Concessionaire shall be consistent with wage rates paid by Sea World for similar positions.

18. CONCESSIONAIRE TO CONSULT WITH SEA WORLD TO AVERT THREATENED PICKET LINE OR STRIKERS.

Concessionaire further agrees that it will conduct its business so that the business of Sea World will not be interfered with or interrupted by reason of any strike or picket line due to or growing out of the conduct of its business by Concessionaire. Concessionaire therefore agrees that in the event of a threat of a picket line or strike against it and/or its business on the Premises, or if in collective bargaining negotiations it cannot reach an accord with the representative unions so that threat of a strike or picket line might be reasonably expected, Concessionaire will forthwith consult with Sea World upon the matters and questions involved and will follow and abide by the advice of Sea World on the Premises.

19. MECHANIC'S LIENS.

(a) During the term provided for in this Agreement, the Concessionaire will not in any way encumber or cloud the title to the Premises, or any part thereof, and will promptly pay and discharge any and all debts contracted by it in reference thereto for labor, material or services, or anything connected with or used by it upon the Premises to the end that no liens shall attach hereto.

(b) Sea World shall have the right to post and keep posted such notices as it may desire in order to protect the Premises and

any portions thereof against liens. If, nevertheless, any such lien shall be recorded and the Concessionaire shall, within thirty (30) days after notice from Sea World fail to pay, settle or otherwise release such lien, or deposit in escrow with a reputable bank or trust company, a sum sufficient to satisfy such lien in full in the event of unsuccessful termination of any litigation in connection with such lien and under the terms of which it shall be obligated to pay such lien upon the unsuccessful termination of such litigation, then, upon the failure of the Concessionaire to comply with said requirements, Sea World may pay or otherwise dispose of said lien, or defend, settle or compromise any suit brought to foreclose the same, in its sole discretion, and all amounts so paid by it or any loss sustained by Sea World in that account, including a reasonable amount for its attorney's fees, shall be repaid to Sea World and shall be in addition to any other payments by way of rental, or otherwise, required under the terms of this Agreement. A failure to repay any such sum within fifteen (15) days after mailing of bill therefor to the Concessionaire shall constitute a breach of this Agreement.

20. ACCESS IN AND TO PREMISES.

Sea World, its officers, employees and agents, shall have the right to at any and all reasonable times enter the Premises and inspect the same and for all other purposes under this Agreement.

21. AGREEMENT BINDING TO SUCCESSOR OR ASSIGNS OF SEA WORLD.

This Agreement shall be binding upon and inure to the benefit of the successors or assigns of Sea World and to the successors or assigns of Concessionaire, provided, however, that nothing herein shall be deemed to permit Concessionaire to sell, assign, sublet, hypothecate or encumber its equipment in violation of the provisions of Paragraph 8 hereof.

22. MISCELLANEOUS.

(a) Gender and Headings. As used herein, whenever the context so requires, the neuter gender includes the plural and vice versa. Defined terms are to have their defined meanings regardless of the grammatical form, number or tense of such terms. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed a part of this Agreement or considered in construing this Agreement.

(b) Covenants. Whenever words or provisions imposing an obligation or duty on either party are used herein, such words or provisions shall have the same force and effect as though phrased in the form of express covenants.

(c) Construction. The language in all parts of this Agreement shall in all cases be construed simply and according to its fair meaning and not strictly for or against either of the parties.

(d) Definition of "Person" and "Concessionaire's Employees". "Person" as used herein includes any individual, partnership, firm, association, corporation or other entity natural or artificial, including any instrumentality or agency of government. "Concessionaire's employees" as used herein includes the Concessionaire, if an individual.

(e) Relationship of Parties. In performing the obligations hereunder, Concessionaire is engaged solely in the capacity of an independent contractor, it being expressly understood that no relationship between Sea World and Concessionaire other than that of independent contractor has been, or is intended to be, created by this Agreement. This Agreement does not constitute and the parties hereto do not intend it to create between Sea World and Concessionaire a partnership or a joint venture, or the relationship of master and servant, or principal and agent.

(f) Diligence. Concessionaire shall conduct the activities authorized by this Agreement on and in connection with the Premises with due diligence and efficiency and in like manner as comparable businesses are operated and by methods as to produce the maximum amount of Gross Receipts which may be produced by proper manner of operation.

(g) Definition of "Law". "Law" as used herein includes all valid laws, statutes, ordinances, rules, orders and regulations promulgated or issued by Federal, State, municipal, local and administrative authorities.

(h) Partial Invalidity. In the event that any term, covenant, provision or condition of this Agreement, or any paragraph, subparagraph, sentence, clause or phrase of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, such invalidity shall not in any way affect the remainder of this Agreement.

(i) Termination or Change by Written Consent. This Agreement may be terminated, modified, or amended by written mutual consent of the parties.

(j) Time of Essence. Time is of the essence in each and all of the provisions of this Agreement.

(k) Representations Not Herein Contained. This Agreement contains all of the representations, provisions, agreements, understandings and warranties, either express or implied, and it is understood that no person, employee, agent or representative of Sea World has authority to make, and Concessionaire warrants that it is not relying on any written or oral statement, representation, understanding, agreement, or warranty, express or implied, except as herein set forth, leading up to or inducing it to execute or enter into this Agreement.

(1) Anti-Discrimination. Concessionaire shall not discriminate in any manner against any person or persons on account of race, color, sex, creed or national origin in Concessionaire's use of the Premises, including, but not limited to, the providing of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"SEA WORLD"

SEA WORLD, INC.

By _____ (Title) Vice Pres.

ATTEST:

_____
Secretary

1720 South Shores Road
San Diego, California 92109

"CONCESSIONAIRE"

_____
RUBEN DUCHENY
10111 Jennrick Avenue
Garden Grove, California 92640

EXHIBIT A

LEGAL DESCRIPTION FOR GLASS BLOWER FACILITY

SEA WORLD - SAN DIEGO

Being a part of Parcel 1 on City of San Diego Engineering Drawing Number 10768-D, dated 8-3-62, revised 5-20-63 and 12-6-65, describes as follows:

An area of 256 square feet, being a square of 16 feet on each side with a center coordinate of north 5536 and west 12,568. The reference coordinate system being the Old Town or Mission Bay Grid.

205330 APR 11 1972

PROPERTY DEPARTMENT

DOCUMENT NO. 732110

FILED MAY 29 1970
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSENT TO AGREEMENT

THE CITY OF SAN DIEGO (CITY), as lessor in that certain Lease Agreement between said CITY and SEA WORLD, INC. (LESSEE) filed in the Office of the City Clerk as Document No. 658698, amended, herein called "Master Lease," hereby consents to said SEA WORLD, INC. entering into that certain Agreement with SHOWA KIGYO CO., LTD., a Japanese corporation (CONCESSIONAIRE), the form of which Agreement is filed in the Office of the City Clerk as Document No. 731997*, covering operation, management and maintenance of a pearl diving exhibition and gift shop, subject to the following conditions:

1. This consent shall not be construed as a consent to any subsequent agreement, sublease or assignment, nor as a waiver of any rights or recourse of CITY under or pursuant to said Master Lease.

2. Said Agreement shall not have the effect of reducing in any manner rents due CITY under said Master Lease.

3. Said Agreement shall be subordinate to said Master Lease in all respects.

* Terminated 3/31/71

THE CITY OF SAN DIEGO

Date May 19, 1970

By Mina L. Wilkelow
Assistant City Manager

SEA WORLD, INC. (LESSEE)

By Glenn E. Millay

And Donald Tom De Matte

SHOWA KIGYO CO., LTD. (CONCESSIONAIRE)

By Kenichi Tanimoto

APPROVED as to form and legality this 8 day of May, 1970.

JOHN W. WITT, City Attorney

By Clifton Reed
Deputy

DSB:jh
4-16-70

199813 MAY 19 1970

A G R E E M E N T

THIS AGREEMENT, made and entered into as of April 1, 1970, at San Diego, County of San Diego, State of California, by and between SEA WORLD, INC., a California corporation ("Sea World" herein), and SHOWA KIGYO CO., LTD., a Japanese corporation ("Concessionaire" herein).

W I T N E S S E T H:

WHEREAS, Sea World owns and operates a marine-life show park located at Mission Bay, San Diego, California; and

WHEREAS, Sea World desires to grant to Concessionaire upon the Premises of Sea World at Mission Bay, San Diego, California, during the term of this agreement the following rights:

(A) The exclusive right to operate, manage and maintain (1) a diving tank, which shall be used for the purpose of presenting a pearl diving exhibition; and (2) a gift shop for the display and sale of pearls, pearl jewelry, pearl settings and oysters.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, and the payments hereinafter provided to be made by Concessionaire to Sea World, it is agreed as follows:

1. PREMISES.

(a) Sea World grants to Concessionaire, and Concessionaire shall exercise the exclusive right to operate, manage and maintain on the Premises of Sea World at Mission Bay, San Diego, California (said Premises are described on Exhibit "A" attached hereto and incorporated herein by this reference, and are hereinafter referred to as the "Premises"), the following concession only: (i) a diving tank, which shall be used for the purpose of presenting a pearl diving exhibition; and (ii) a gift shop for the display and sale of pearls, pearl jewelry, pearl settings and oysters and the non-exclusive right for the display and sale of other gift merchandise.

(b) The location of the Premises shall not be changed or enlarged by Concessionaire, and Concessionaire shall not install, operate or maintain any other attractions on the Premises, except with the prior written consent of Sea World; provided, however, in the event that Sea World may require such reasonable changes, enlargements or the addition of the Premises as it may deem necessary for the general improvement of its marine-life show park, then Concessionaire shall revise its operation of the concession to accommodate said changes.

(c) Concessionaire shall pay all costs incident to the equipping and furnishing of the concession and agrees to utilize all the Premises provided by Sea World, and further agrees that the concession will be opened and operable by April 1, 1970.

2. TERM.

(a) The term shall commence on April 1, 1970, and shall end on March 31, 1971, unless extended or sooner terminated as hereinafter set forth.

3. RIGHTS AND PRIVILEGES EXCLUDED FROM THIS AGREEMENT.

(a) All rights and privileges not herein expressly given to Concessionaire are hereby expressly excluded.

4. AGREEMENTS OF CONCESSIONAIRE.

Concessionaire agrees:

(a) To operate, manage and maintain the Premises for the uses and purposes set forth in Paragraph 1(a) hereof.

(b) To operate, conduct and manage its business on the Premises during the same hours that the Sea World marine-life show park is open to the public, and during the same hours that the Sea World marine-life show park is open for special events.

(c) To employ skilled help in numbers sufficient to conduct and maintain the business conducted on the Premises as a first-class establishment in all respects, in keeping with the standards established by Sea World.

(d) To provide Sea World with a complete list of all furniture, furnishings, appliances, decorations and equipment to be installed on the Premises.

(e) To furnish the Premises at its own expense, maintain the Premises in good condition and make use of adequate equipment, furnishings and all other items of personal property used by Concessionaire in connection with the conduct of its business upon the Premises as deemed necessary by Sea World.

(f) To maintain reserves and inventories on the Premises and at all times carry a full and complete stock of first-quality seasonable merchandise offered for sale at competitive prices.

(g) To have its business on the Premises open and ready for business at all times as may be required by Sea World.

(h) That the Premises and all areas which are under its control, and all equipment and articles used at or in connection with the Premises, will be kept neat, clean and sanitary and in compliance with all governmental regulations, laws or ordinances. Sea World shall at all times have full right of entry and of inspection for the purpose of determining compliance by Concessionaire with the provisions hereof.

(i) That at all times its employees shall be clean in appearance and courteous in manner and shall be fully instructed and trained so that the public and patrons at the Sea World marine-life show park shall be treated and served with every reasonable consideration and courtesy. If, in the opinion of Sea World, any of Concessionaire's employees fail to meet such standards or are otherwise unsuitable, then upon request of Sea World, Concessionaire shall forthwith discontinue the employment of any such employee or employees at the Premises.

(j) That Concessionaire will occupy the position of an independent contractor with exclusive general control over its employees, except as otherwise herein provided; and will be

responsible at all times for the appearance and conduct of its employees. Concessionaire's employees shall wear authentic and traditionally appropriate dress, garb and uniforms, the design of which shall be approved by Sea World.

(k) At all times to abide by and comply with all rules and regulations established by Sea World and all Federal, State and local laws, rulings and regulations, including those of San Diego Health Department, the San Diego Fire Department and State Fire Marshal, and at all times have and keep in good standing any and all licenses or permits required to do or sell or serve the things done, sold or served by Concessionaire hereunder.

(l) Before delinquency to pay all Federal, State, city and county taxes as may from time to time be levied or assessed upon or against the property of Concessionaire installed in or located upon the Premises. Concessionaire shall further properly account for and pay to the appropriate authorities sales taxes and similar governmental charges and levies, including all so-called payroll and similar taxes or deductions.

(m) To keep all its facilities on the Premises clean and free of all trash, rubbish and refuse and shall accumulate all of same at proper places as designated by Sea World for pickup. Sea World agrees to maintain a cleanup crew for the purpose of removing such accumulations from these designated locations on the Premises. Concessionaire likewise agrees that all garbage will be properly kept and disposed of in a sanitary manner.

(n) To pay all bills for merchandise and supplies promptly and in due course of business and in any case to so conduct its business that no liens or claims of any kind shall accrue against Sea World or its property by reason of the existence or conduct of such business of Concessionaire.

(o) To arrange that all supplies and merchandise required by it will be delivered at the Premises during hours designated by

Sea World in order that there shall be no interference with the operations of Sea World.

(p) Concessionaire represents that it is the sole owner of all furniture, fixtures, and all equipment and articles used or intended to be used by Concessionaire in the conduct of its business hereunder on the Premises, except as to those items set forth on Exhibit "B" hereto which are owned by Sea World. None of the property of Concessionaire installed or placed in the Premises for use by it pursuant hereto shall be mortgaged, pledged or encumbered to any extent without the written consent of Sea World being first had and obtained.

(q) To furnish Sea World with a list of all prices to be charged by the Concessionaire. Concessionaire agrees to revise such charges or prices as directed by Sea World, and to maintain the prices and charges as submitted or revised, unless otherwise authorized in writing from Sea World.

(r) At all times to keep and maintain its fixutres, equipment, furnishings and all other articles of property used by it hereunder, including those owned by Sea World, in good order, condition and repair. In the event articles or items become worn out, damaged or destroyed or otherwise unfit for use, to promptly repair or replace same by articles of at least equal value.

(s) The Concessionaire waives any and all rights it may have by virtue of the provisions of Section 1932 and the provisions of subsection 4 of Section 1933 of the Civil Code of the State of California.

5. UTILITY SERVICES AND SECURITY.

(a) Sea World shall pay when due all charges for heat, power, sewer, water, light and any other utility services used on the Premises. Sea World shall provide watchmen services in the Sea World marine-life show park.

6. ADVERTISING AND DISPLAY.

(a) Concessionaire may place upon the Premises in connection with its business, price cards which shall be of reasonable size

and dignified in appearance. In the event Sea World shall deem any such price cards or any radio or newspaper advertising under the control of Concessionaire to be objectionable, it may notify Concessionaire of its objections and Concessionaire agrees that it will, forthwith after receiving such notice, correct or eliminate the price card or advertising complained of.

(b) All promotional and advertising material used by the Concessionaire shall be subject to prior written approval by Sea World. All revenues derived by Sea World or Concessionaire from any institutional or other advertising incident to the operation of the Sea World marine-life show park or of the concession shall belong to Sea World.

7. NONLIABILITY AND INDEMNITY.

(a) Concessionaire agrees to indemnify, defend and hold harmless Sea World and their respective officers, agents, servants and employees from any and all claims, demands, suits, causes of action, or damages, of any kind or character, including reasonable attorney's fees, and by whomsoever claimed which Sea World may be required to pay by virtue of the occupancy of the Premises, or any part thereof, by the Concessionaire or by virtue of any of the activities of the Concessionaire, its agents, employees, concessionaires, or assigns, conducted upon the Premises or any part thereof; provided, however, the Concessionaire shall have the right to contest the validity of any and all such claims and demands and defend any and all such suits, causes of action, and claims for damages, of any kind or character and by whomsoever claimed, as the Concessionaire may deem necessary.

8. ASSIGNMENT, SUBLETTING, GRANTING OF CONCESSIONS.

(a) The parties agree that the personal supervision of Concessionaire of the operation of the concession business upon the Premises is of paramount importance and that this agreement would

not be made by Sea World except for its confidence in the character and abilities of Concessionaire; Concessionaire therefore agrees that it shall not sublet, sell, assign, mortgage, pledge, hypothecate or otherwise dispose of this agreement, or any of its rights, privileges or obligations under this agreement or the Premises or any portion of the Premises, nor shall the Concessionaire suffer any other person to occupy the Premises or any portion thereof, or in any manner encumber the rights, concessions and privileges granted hereby, nor will it in any way deal with its property upon the Premises in such manner as to impair its ability to perform hereunder, without written consent of Sea World first had and obtained and then only upon such terms and conditions as may be prescribed by Sea World. Any consent granted hereunder by Sea World shall not be deemed to confer any right upon the Concessionaire to thereafter do or suffer any of the acts prohibited by this paragraph.

(b) Any attempt by Concessionaire to assign, sublet or otherwise to violate the provisions of this paragraph shall be void and no rights shall pass to any person thereby, and Sea World shall not be obligated to accept, nor shall it be bound by or be deemed to have acquiesced in, or be estopped in any respect by any performance under this agreement by any person other than the Concessionaire.

(c) Any assignment of this agreement or any rights hereunder by operation of law or by any process or proceeding of any court, shall constitute a breach of the covenant against the assignment of the Concessionaire's rights hereunder.

(d) If the Concessionaire, or any person composing the Concessionaire, be a corporation, any change in stock ownership, voluntary, involuntary, by operation of law or otherwise, by any person having at the time of the execution of this agreement, or which results in any person having after the execution of this agreement, direct or indirect, a beneficial ownership of or interest in ten per cent (10%) or more of the outstanding stock of such

corporation, shall be deemed an assignment prohibited by this paragraph, unless the written consent of Sea World be obtained.

9. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

(a) Sea World shall procure, and maintain throughout the term of this agreement and any extension or amendment thereof, and thirty (30) days thereafter, a comprehensive insurance policy or policies in protection of Concessionaire, its officers, agents and employees and Sea World, its officers, agents and employees, indemnifying said parties against all direct or contingent loss or liability for damages for personal injury, death or property damage occasioned by reason of the operation of the Premises, with minimum liability limits of One Hundred Thousand Dollars ($100,000) for personal injury or death of any one person, and Five Hundred Thousand Dollars ($500,000) for personal injury or deaths of two or more persons for each occurrence or event, and in a minimum amount of Fifty Thousand Dollars ($50,000) for damage to property resulting from each occurrence or event. The cost for such insurance shall be borne mutually by Sea World and Concessionaire, the respective portion payable by each to be determined by mutual agreement.

(b) All other policies of insurance required by this agreement shall be in standard form, and written by such qualified insurance companies authorized to do business in the State of California as shall satisfy Sea World.

(c) In the event the Concessionaire fails to procure or maintain insurance as provided in this agreement, Sea World, at its option, may do so, and charge the cost of the same to the Concessionaire; said cost shall be repaid by the Concessionaire to Sea World and shall be in addition to any otherpayments by way of rental. A failure to repay any such sum within thirty (30) days

after mailing of bill therefor to the Concessionaire shall constitute a breach of this agreement.

(d) In the event that any insurance cannot be procured or maintained as herein provided, as the result of any act or omission by the Concessionaire, the same shall constitute a breach of this agreement by the Concessionaire.

10. RENT, RECORDS, ACCOUNTS AND STATEMENTS.

(a) Concessionaire shall pay Sea World as rent for the Premises for the term of this agreement a sum of money equal to the total of:

(i) Thirty per cent (30%) of all gross sales and business transacted (as hereinafter defined) of or pertaining to the sale of pearls, oysters and pearl settings; and

(ii) Thirty-three and one-third per cent (33-1/3%) of all gross sales and business transacted (as hereinafter defined) of or pertaining to the sale of pearl jewelry; and

(iii) Thirty-five per cent (35%) of all gross sales and business transacted (as hereinafter defined) of or pertaining to the sale of other gift merchandise.

(b) Concessionaire shall, on Monday of each week during the term of this agreement, pay to Sea World, said sums attributable to gross sales and business transacted during the preceding week and, at the same time, render to Sea World a true and accurate statement of all such sales and business transacted during such period.

(c) "Gross sales and business transacted" whenever used herein shall include:

(i) the entire amount of the price charged, whether wholly or partly for cash or on credit, or otherwise, for all goods, wares, and merchandise sold, leased, licensed, or delivered, and all charges for services sold or performed in, at, upon, or

from any part of, or through the use of, the Premises by Concessionaire or any other person, firm, or corporation, or by means of any mechanical or other vending device;

(ii) all gross income of Concessionaire or any other person, firm, or corporation from any operations in, at, upon, or from the Premises which are neither included in nor excluded from gross sales by other provisions of this agreement, but without any duplication;

(iii) without limitation, all deposits received and not refunded to the purchaser in connection with any transaction; and

(iv) all orders secured or received in the Premises by telephone, mail, house-to-house, or other canvassing by personnel operating from, reporting to, or under the supervision of any employee, agent, or representative located at or operating out of the Premises, or which Concessionaire, in the normal and customary course of its operations, would credit or attribute to its business in the Premises, or by other means, whether or not filled elsewhere. "Gross sales and business transacted" shall not include the amount of any retail sales or federal excise taxes on sales from the Premises where such taxes are both added to the selling price (or absorbed therein) and paid to the taxing authorities by Concessionaire (but not by any vendor of Concessionaire).

(d) Concessionaire shall keep in the Premises true and complete records and accounts and double entry books of all sales and business transacted during the term of this agreement. Such books and records shall be kept in such a manner as Sea World can at all times determine the nature and amount of all sales and business transacted.

(e) Sea World shall install in the premises cash registers of a type showing accumulative, locked-in totals and

Concessionaire shall register thereon all gross sales and business transacted as the same is defined in Paragraph 11(c) hereof. Complete beginning and ending cash register readings shall be made a matter of daily record.

(f) All books of account and records described in Paragraphs 11(d) and (e) shall be kept on the Premises during the term of this agreement and Concessionaire shall keep the same at a reasonable accessible place to Sea World for a period of two (2) years following the termination of this agreement or any renewal thereof. Concessionaire shall, through its duly authorized agents, accountants, or other representatives, have the right at any and all reasonable times to examine and audit the records and accounts of Concessionaire, including any sales tax reports, for the purpose of determining the accuracy thereof and of the weekly statements furnished to Sea World pertaining to the percentage rent.

(g) Within thirty (30) days after the end of the term of this agreement Concessionaire shall prepare and furnish Sea World with a full and complete audited statement, certified to by a certified public accountant or by an authorized officer of Concessionaire, setting forth in detail all of the gross sales and business transacted for the term of this agreement.

(h) If any dispute shall arise between the parties hereto with respect to the total gross sales and business transacted of Concessionaire or with respect to the portion thereof payable to Sea World, Sea World may, at its option, have such books and records of Concessionaire audited by accountants or certified public accountants of its own selection. The expense incident to the making of such audit shall be borne by and paid for by Sea World, provided, however, that if such audit shall establish errors equal to or in excess of two per cent (2%) of the gross sales and business transacted reported by Concessionaire, then

Concessionaire shall be liable for and agrees to pay Sea World any reasonable cost of such audit.

(i) The acceptance by Sea World of any statement or any moneys paid to Sea World by Concessionaire as rental for the Premises, as shown by any statement furnished by the Concessionaire shall not be an admission of the accuracy of said statement or of the sufficiency of the amount of said rental payment.

(j) The rentals provided for in this agreement shall be paid by the Concessionaire to Sea World at the place where notices to Sea World are to be given pursuant to Paragraph 14 of this agreement, or at such other place as Sea World may from time to time designate by written notice to the Concessionaire. Said payments shall be made in lawful money of the United States.

11. ADDITIONAL INSURANCE PROVISIONS.

Concessionaire agrees that it will procure and continuously maintain and carry throughout the term hereof at its own cost and expense the following:

(a) All workmen's compensation insurance required by law or regulation.

12. WAIVER.

One or more waivers by Sea World of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Sea World's consent to or approval of any act by Concessionaire requiring Sea World's consent or approval shall not be deemed to waive or render unnecessary Sea World's consent to or approval of any subsequent similar act by Concessionaire.

13. NOTICES AND DEFAULT.

(a) By reason of the fact that it may be necessary to maintain close contact between the parties during operations, Concessionaire agrees to designate and have available at all reasonable times upon the Premises an agent or representative upon whom any and all complaints, demands or notices of any kind may be served which Sea

World may desire to give or deliver to Concessionaire hereunder, and such service or delivery upon such agent or representative shall constitute service upon or delivery to Concessionaire. Similarly, Sea World does hereby designate and appoint its Vice President of Operations for the time being as its representative to receive all notices and demands of Concessionaire. If Concessionaire desires to change its designated agent or representative, it must so notify Sea World in writing. In the event that because of any emergency immediate agreement between Concessionaire and Sea World upon any matter of joint concern hereunder is required, agreement between such agent of Concessionaire and the Vice President of Operations of Sea World shall bind each party respectively.

(b) Except as provided in the above subparagraph (a) of this paragraph, any request, demand or notice required or permitted pursuant to this agreement to be given to Sea World or to the Concessionaire must be in writing and shall be deemed to have been fully given when deposited in the United States mail as registered or certified mail, with postage thereon fully prepaid, addressed to such party at its address set forth under or opposite its signature to this agreement, or twenty-four (24) hours after such notice if filed as a telegram with the Western Union Telegraph Company or any successor in interest of said telegraph company, addressed as provided with all charges thereon fully prepaid.

(c) Any written notice given in any other fashion shall be deemed to have been given when actually received by the addressee thereof.

(d) Nothing herein is intended to alter, change or abrogate any provisions of law providing for the time and method of giving notice with respect to matters covered by any such law.

(e) Any party may change its address for the receipt of notices by giving written notice thereof to the other party in the

manner herein provided.

(f) Should Concessionaire at any time during the term hereof violate or default in the performance of any of the terms, conditions, provisions or covenants of this agreement on its part to be kept and performed, or fail or refuse to observe any request or direction of Sea World with respect to any matter or thing wherein Sea World, under terms of this agreement, is given the right to make such request or direction, then and thereupon Sea World may give Concessionaire or may mail at its place of business, as shown upon the books and records of Sea World, a notice in writing demanding that said violation or default be cured or the indicated request or direction of Sea World be complied with within twenty-four (24) hours from the date of delivering or mailing said notice, as the case may be. In the event Concessionaire shall not, within said twenty-four (24) hour period, remedy or cure said default or comply with such request or direction, then at the expiration of said twenty-four (24) hour period, Sea World may at its option elect to cancel this agreement by notice in writing to that effect.

14. RIGHT OF SEA WORLD TO TAKE OVER THE PREMISES AND BUSINESS OF CONCESSIONAIRE.

(a) In the event Concessionaire should (i) be adjudged bankrupt, or (ii) make an assignment for the benefit of its creditors, or (iii) a receiver should be appointed for the business and property of Concessionaire and such receiver should remain in possession of said business and property for three (3) days or more, or (iv) its business or any substantial part of the property used by Concessionaire in connection therewith should be attached and said attachment remain in effect for three (3) days or more, or (v) should any keeper be placed in charge thereof and remain in charge for three (3) days or more, then upon the happening of either or any of said events Sea World may at its option, by written notice given to Concessionaire

or addressed to Concessionaire by certified or registered mail at its last known address as shown by the books and records of Sea World, elect to cancel this agreement and all rights of Concessionaire hereunder.

(b) In the event of any such appointment of a receiver for the business and property of Concessionaire or in the event said business and property shall be attached, whether or not a keeper shall be placed in charge of said attached property, in order to avoid a disturbance of its operations, Sea World shall have the immediate right (whether or not Sea World elects to cause a cancellation of this agreement) to take possession of the business and property of Concessionaire conducted on the Premises, including all merchandise and supplies on hand and operate and make use of the same if the appointment of any such receiver or the levying of such attachment or the placing of a keeper in charge of said business and property shall deprive Concessionaire of the management and operation of its business during the period of such receivership or attachment.

(c) In the event Sea World shall take possession of and operate the business of Concessionaire under the circumstances in subparagraph (b) of this Paragraph 15 set forth, it shall have free use of the furnishings, fixtures and equipment of Concessionaire during such period as Sea World may operate such business. Any profit accruing from such concession business while being operated by Sea World shall, insofar as Sea World and Concessionaire are concerned, belong to Sea World.

(d) In the event of any such cancellation of this agreement as hereinabove referred to or any cancellation of this agreement under any other paragraph or provision hereof whereunder Sea World has been given or has reserved such right of cancellation,

Sea World may forthwith upon the personal service or mailing of such notice of cancellation take possession or, if possession has theretofore been taken, remain in possession of all of the fixtures, equipment or other items of property then belonging to Concessionaire and shall have the absolute right to immediately take over and operate or continue the operation of the business of Concessionaire and use and/or dispose of all merchandise and supplies on hand in the conduct of said business. Sea World, upon taking over the fixtures, equipment, supplies and other property of Concessionaire, shall make a full and complete inventory thereof and shall deliver a copy of said inventory to Concessionaire.

(e) No cancellation of this agreement or taking of possession by Sea World hereunder shall impair the obligation of Concessionaire to pay the rentals or charges payable under Paragraph 11 hereof and already accrued as of the date of taking possession by Sea World or as of the date of cancellation of this agreement.

(f) No fixtures or equipment to be installed or placed upon the Premises shall be removed therefrom by Concessionaire without the written consent of Sea World.

15. TRANSFER OF LICENSES TO SEA WORLD.

(a) In the event of any cancellation or takeover or other circumstances, by reason of which Sea World actually exercises the right or privilege to take possession of and operate the business and Premises pursuant to this agreement, it is agreed that Concessionaire will forthwith take all steps permitted by law or regulation to transfer to Sea World, if requested by Sea World, each and every license required to permit the continuance of such business on the Premises.

16. PREVAILING WAGE RATE.

(a) Concessionaire agrees that hourly wage rates paid to

employees to the Concessionaire shall be consistent with wage rates paid by Sea World for similar positions.

17. CONCESSIONAIRE TO CONSULT WITH SEA WORLD TO AVERT THREATENED PICKET LINE OR STRIKERS.

(a) Concessionaire agrees that it will conduct its business on the Premises so that the business of Sea World will not be interfered with or interrupted by reason of any strike or picket line due to or growing out of the conduct of its business by Concessionaire. Concessionaire agrees that in the event of a threat of a picket line or strike against it and/or its business on the Premises, or if in collective bargaining negotiations it cannot reach an accord with the representative unions so that threat of a strike or picket line might be reasonably expected, Concessionaire will forthwith consult with Sea World upon the matters and questions involved and will follow and abide by the advice of Sea World on the Premises.

18. CONCESSIONAIRE'S COVENANT NOT TO COMPETE.

During the term of this agreement, neither the Concessionaire nor any person, firm, or corporation which controls (directly or indirectly) or is controlled (directly or indirectly) by Concessionaire shall own, operate, or become financially interested in the same or similar business or purposes for which the Premises are used by Concessionaire within the State of California, except at the Japanese Village and Deer Park, Orange County, California.

19. SEA WORLD'S COVENANT NOT TO COMPETE.

So long as Concessionaire is not in default under the terms of this agreement, Sea World shall not use or permit or allow any other person to use any portion of the marine-life show park for the sale of pearls, pearl settings, oysters or pearl jewelry.

20. CONCESSIONAIRE'S ACCEPTANCE OF PREMISES AND SURRENDER AT END OF TERM OF AGREEMENT.

The opening by Concessionaire of its business in the

Premises shall constitute an acknowledgment by Concessionaire that the Premises are then in the condition called for by this agreement, and that Sea World has performed all its work with respect to the Premises. Concessionaire agrees on the last day of the term of this agreement or sooner termination of this agreement, to surrender unto Sea World the Premises and the property described on Exhibit "B" hereto in the same condition as when received, reasonable use and wear thereof and damage by Act of God excepted, and to remove all of Concessionaire's signs from the Premises.

21. REPAIRS, ALTERATIONS, IMPROVEMENTS, AND MAINTENANCE.

(a) Sea World shall, at its own expense, keep in good order, condition and repair all buildings, improvements and fixtures. Sea World shall not be obligated to make repairs, however, until after the expiration of ten (10) days' notice from Concessionaire to Sea World, stating the need for repairs. Concessionaire waives the provision of any law permitting repairs by the Concessionaire at the expense of Sea World.

(b) Sea World shall, at its own expense, perform all maintenance, janitorial, pest control, repair, and similar services not otherwise expressly provided for herein and which are reasonably necessary for the efficient, safe, orderly, and sanitary operation of the pearl diving exhibition and the gift shop.

(c) Without first obtaining Sea World's consent, Concessionaire, its employees, agents, licensees, or contractors shall not make or install any alterations, improvements, additions, or fixtures, or make any removals from the Premises. Any such installations, alterations, improvements, additions, or fixtures so made shall be the property of Sea World, and, at the termination of this agreement, shall remain upon and be surrendered with the Premises as a part of the Premises, without disturbance, molestation, or injury.

22. DESTRUCTION OF PREMISES.

In the event of a partial destruction of the Premises during the term of this agreement, from any cause, Sea World shall forthwith repair the same, provided such repairs can be made within thirty (30) days under the laws and regulations of State, Federal, County, or Municipal authorities, but such partial destruction shall in no wise annul or void this agreement. If such repairs cannot be made in thirty (30) days, Sea World may, at its option, make same within a reasonable time, this agreement continuing in full force and effect. In the event that Sea World does not so elect to make such repairs which cannot be made in thirty (30) days, or such repairs cannot be made under such laws and regulations, this agreement may be terminated at the option of either party. A total destruction of the Premises shall terminate this agreement.

23. MASTER LEASE AND AGREEMENT SUBORDINATE.

(a) Concessionaire understands that the Sea World marine-life show park is located on property leased by Sea World as Lessee from the City of San Diego as Lessor, pursuant to a lease agreement dated July 16, 1963, as amended. Concessionaire acknowledges and agrees that this agreement is subject and subordinate to all of the terms, conditions and provisions of said lease with the City of San Diego. Concessionaire further acknowledges that no representations or warranties have been made by Sea World as to the actions, approvals, consents or demands which have or may hereafter be made or given by the City of San Diego in connection with the business proposed to be undertaken by Concessionaire on the Premises.

(b) This agreement is and shall be, at the option and upon written declaration of Sea World, subject, subordinate, and inferior to the lien and estate of any liens and encumbrances,

renewals, extensions, or replacements thereof, now or hereafter imposed by Sea World upon the Premises or any part thereof. Sea World hereby expressly reserves the right, at its option and declaration, to place liens and encumbrances on and against the Premises and/or any part thereof, superior in lien and effect to this agreement. The execution by Sea World and the recording in the office of the county recorder of the county in which the Premises are situate of a declaration that this agreement is subject, subordinate, and inferior to any lien or encumbrance placed or to be placed by Sea World upon or against the Premises, and/or any part thereof, shall, of and by itself (in favor of any lienor, mortgagee, or beneficiary, or trustor) and without further notice to or act or agreement of Concessionaire, make this agreement hereby subject, subordinate, and inferior thereto. Concessionaire shall, additionally, forthwith upon the written request of Sea World so to do, execute and deliver to the title company, issuing any policy of title insurance insuring the lien, estate, and effect of said lien or encumbrance, such agreement of subordination of whatsoever covenants or conditions as shall be designated by said title company.

24. ENTRY BY SEA WORLD.

Concessionaire shall permit Sea World and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the Premises, or for the purpose of making repairs, alterations, or additions, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of nonliability for alterations, additions, or repairs, without any rebate of rent and without any liability to Concessionaire for any loss of occupation or quiet enjoyment of the Premises thereby occasioned.

25. AGREEMENT BINDING TO SUCCESSOR OR ASSIGNS.

(a) This agreement shall be binding upon and inure to the benefit of the successors or assigns of Sea World and to the successors or assigns of Concessionaire, provided, however, that nothing herein shall be deemed to permit Concessionaire to sell, assign, sublet, hypothecate or encumber its equipment in violation of the provisions of Paragraph 8 hereof.

26. ESTOPPEL CERTIFICATES.

Concessionaire shall, at any time and from time to time upon not less than ten (10) days' prior request by Sea World, execute, acknowledge, and deliver to Sea World a statement in writing, certifying that this agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective encumbrancer (including the assignee) of the Premises.

27. MISCELLANEOUS.

(a) Gender and Headings. As used herein, whenever the context so requires, the neuter gender includes the plural and vice versa. Defined terms are to have their defined meanings regardless of the grammatical form, number or tense of such terms. The title headings of the respective paragraphs of this agreement are inserted for convenience only, and shall not be deemed a part of this agreement or considered in construing this agreement.

(b) Covenants. Whenever the words or provisions imposing an obligation or duty on either party are used herein, such words or provisions shall have the same force and effect as though phrased in the form of express covenants.

(c) Construction. The language in all parts of this agreement shall in all cases be construed simply and according to

its fair meaning and not strictly for or against either of the parties.

(d) Definition of "Person". "Person" as used herein includes any individual, partnership, firm, association, corporation or other entity natural or artificial, including any instrumentality or agency of government.

(e) Relationship of Parties. In performing the obligations hereunder, Concessionaire is engaged solely in the capacity of an independent contractor, it being expressly understood that no relationship between Sea World and Concessionaire other than that of independent contractor has been, or is intended to be, created by this agreement. This agreement does not constitute and the parties hereto do not intend it to create between Sea World and Concessionaire a partnership or a joint venture, or the relationship of master and servant, or principal and agent.

(f) Diligence. Concessionaire shall conduct the activities authorized by this agreement on and in connection with the Premises with due diligence and efficiency and in like manner as comparable businesses are operated and by methods as to produce the maximum amount of gross sales and business which may be produced by proper manner of operation.

(g) Definition of "Law". "Law" as used herein includes all valid laws, statutes, ordinances, rules, orders and regulations promulgated or issued by Federal, State, municipal, local and administrative authorities.

(h) Partial Invalidity. In the event that any term, covenant, provision or condition of this agreement, or any paragraph, subparagraph, sentence, clause or phrase of this agreement is held to be invalid by final judgment of any court of competent jurisdiction, such invalidity shall not in any way affect the remainder of this agreement.

(i) Termination or Change by Written Consent. This agreement may be terminated, modified, or amended by written mutual consent of the parties.

(j) Time of Essence. Time is of the essence in each and all of the provisions of this agreement.

(k) Representations Not Herein Contained. This agreement contains all of the representations, provisions, agreements, understandings and warranties, either express or implied, and it is understood that no person, employee, agent or representative of Sea World has authority to make, and Concessionaire warrants that it is not relying on any written or oral statement, representation, understanding, agreement, or warranty, express or implied, except as herein set forth, leading up to or inducing it to execute or enter into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

"SEA WORLD"

SEA WORLD, INC.

By _____ V.P.
(Title)

ATTEST:

_____
Secretary

1720 South Shores Road
Mission Bay, San Diego,
California 92109

"CONCESSIONAIRE"

横浜市港南区下永谷町958-27
昭和企業株式会社
代表取締役 SHOWA KIGYO 島.. 忠

By _____
PRESIDENT (Title)

ATTEST:

_____
Secretary

EXHIBIT A

That portion of the tidelands and submerged or filled lands of Mission Bay (formerly False Bay), and a portion of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870 a copy of which said Map was filed in the Office of the County Recorder of San Diego County, November 14, 1921 and is known as Miscellaneous Map No. 36, all being in the City of San Diego, County of San Diego, State of California, and described as a whole as follows:

Commencing at the Southeast corner of Lot 24 in Block 10 of Resubdivision of Blocks 7, 8 and 10 and a portion of Block 9 and Lot "A", Inspiration Heights, according to Map thereof No. 1700, filed in the office of the County Recorder of San Diego County December 27, 1917; thence along the Southerly line of said Lot 24, South 89° 55' 56" West, (Record North 89° 59' West) 25.00 feet to a point of tangent curve in the boundary of said Lot 24; thence South 00° 04' 04" East, 2.00 feet to an intersection with a line which is parallel with and 2.00 feet Southerly at right angles to the Southerly line of said Block 10; thence along said parallel line North 89° 55' 56" East 249.70 feet; thence North 05° 30' 02" West 104.06 feet to the United States Coast and Geodetic Survey Triangulation Station "Old Town" (The Lambert Grid Co-Ordinates, California Zone 6, for said Station "Old Town" are X - 1,712,415.17 and Y - 213,819.22) and said Triangulation Station is located at Latitude 32° 45' 02" North and Longitude 117° 11' 07.200" West, being also the point of origin for the San Diego City Engineer's Mission Bay Park Co-Ordinate System; thence North 5,800.00 feet and West 13,000.00 feet to the TRUE POINT OF BEGINNING, the Mission Bay Park Co-Ordinates of said true point of beginning being North 5,800.00 feet and West 13,000.00 feet; thence due South 65.00 feet to the beginning of a 122.00 foot radius curve, a radial line at said point bearing due South, being also the center of a walkway; thence Easterly, Southeasterly and Southerly along the arc of said curve through a central angle of 122° 12' 35" a distance of 260.22 feet to the beginning of a reverse 90.00 foot radius curve; thence Southerly, Southeasterly and Easterly along the arc of said curve through a central angle of 153° 12' 35", a distance of 240.66 feet to the beginning of a reverse 85.00 foot radius curve; thence Northeasterly, Easterly and Southeasterly along the arc of said curve through a central angle of 84° 58' 05" a distance of 126.05 feet; thence due East 32.05 feet to Mission Bay Park Co-Ordinates North 5,400.00 feet and West 12,629.71 feet; thence due North 276.78 feet to Mission Bay Park Co-Ordinates, North 5,676.78 feet and West 12,629.71 feet; thence North 71° 35' 40" West, 390.25 feet to the true point of beginning. EXCEPTING THEREFROM all rights, title or interest in any and all gas, oil, minerals, and water upon or beneath said leased premises.

INVENTORY

AMOUNT	DESCRIPTION	LOCATION
2	5' Show case (full case)	Upstair Golden Pavilion
1	4' Show case (full case)	" " "
1	6' Show case (full case)	" " "
2	1 lge. & 1 Sm. Vacuum cleaner	" " "
2	6' Jewel case	Downstair " "
2	4' " "	" " "
2	6' Show case (full case)	" " "
1	5' " " "	" " "
1	4" " " "	" " "
1	12' Wall case	" " "
1	6' " "	" " "
1	Work bench	" " "
1	Pearl drill motor	" " "
3	Cash regester	" " "
18	Tables	Patio
21	Bench	"
5	4 1/2' Oyster tank	Outside
2	Oyster cup selling stand	"
3	Cash regester	Pearl setting
1	7' Set in counter	" "
4	5' Jewel case	" "
2	4' " "	" "
1	Wall case regester stand	" "
2	lge. Pearl drill motor	" "
1	Sm. " " "	" "
2	Work bench	" "
1	Golden pavilion display	" "
4	Glass case wall display	" "
4	Pearl sorting desk	" "
2	Office chair	" "
1	Claim ticket machine	" "
5	Office desk	Main office
6	Desk chair	" "
1	Sofa	" "
1	Cocktail Table	" "
1	3X6 Metal cabinet	" "
4	Metal cabinet W/drawer	" "
1	Victor Adding machine	" "
3	Tape deck & cabinet	" "
2	Amplifiers	" "
1	5' Full show case	Downstair
1	Refrigerator	"
1	Stove	"
1	Freezer	"
2	Cash regester (1 hand 1 Elect.)	"
1	Time clock	"
2	Lge. pearl drill	"
3	Steel locker	Downstair
1	Washer	"
1	Dryer	"
3	Tables	"
13	Chairs	"

EXHIBIT "B"

1	3X5 Safe	Downstair Office
1	3X5 1/2 Safe	" "
3	Desks	" "
1	Sm. table	" "
3	Office chairs	" "
1	Elect. Cart	" "

EXHIBIT "B"

When Recorded Mail To:

Donatelou & Del Guercio
649 South Olive Street, Suite 1200
Los Angeles, California 90014

6587-A

FIRST AMERICAN TITLE CO.

Property

5-1993

FEE $ NONE
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

MAR 30 3 42 PM '70

BOOK 1970
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
R.E. GRAY, RECORDER

$5.20

DOCUMENT NO. 731751

FILED MAY 1 1970

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

ASSIGNMENT OF SUBLEASE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Murata Pearl Company of California, Inc., a California corporation, Assignor, hereby assigns, grants, transfers and sets over unto Sea World, Inc., a California corporation, all its right, title and interest in and to that certain sublease as amended and all improvements located in and on the parcel of real property described hereinafter between Murata Pearl Company of California, Inc., as sublessee and Sea World, Inc., as sublessor, dated July 16, 1963, covering that certain parcel of real property in San Diego County, State of California, the legal description of which is set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

Dated the 30th of March, 1970.

MURATA PEARL COMPANY OF CALIFORNIA, INC.

By Kazuko Kuraka V.P.

By _____ Secretary

"Assignor"

(SEAL)

ACCEPTANCE OF ASSIGNMENT

In consideration of the above assignment of sublease, the undersigned, Sea World, Inc., a California corporation, Assignee, hereby accepts the foregoing assignment of sublease

and sublease interests.

1540

Dated this 30th of March, 1970.

SEA WORLD, INC.

By _____
George D. Millay, President

By _____
David M. De Motte, Secretary

"Assignee"

(SEAL)

"MURATA PEARL"

That portion of the tidelands and submerged or filled lands of Mission Bay (formerly False Bay), and a portion of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870 a copy of which said Map was filed in the Office of the County Recorder of San Diego County, November 14, 1921 and is known as Miscellaneous Map No. 36, all being in the City of San Diego, County of San Diego, State of California, and described as a whole as follows:

Commencing at the Southeast corner of Lot 24 in Block 10 of Resubdivision of Blocks 7, 8 and 10 and a portion of Block 9 and Lot "A", Inspiration Heights, according to Map thereof No. 1700, filed in the office of the County Recorder of San Diego County December 27, 1917; thence along the Southerly line of said Lot 24, South 89° 55' 56" West, (Record North 89° 59' West) 25.00 feet to a point of tangent curve in the boundary of said Lot 24; thence South 00° 04' 04" East, 2.00 feet to an intersection with a line which is parallel with and 2.00 feet Southerly at right angles to the Southerly line of said Block 10; thence along said parallel line North 89° 55' 56" East 249.70 feet; thence North 05° 30' 02" West 104.06 feet to the United States Coast and Geodetic Survey Triangulation Station "Old Town" (The Lambert Grid Co-Ordinates, California Zone 6, for said Station "Old Town" are X - 1,712,415.17 and Y - 213,819.22) and said Triangulation Station is located at Latitude 32° 45' 02" North and Longitude 117° 11' 07.200" West, being also the point of origin for the San Diego City Engineer's Mission Bay Park Co-Ordinate System; thence North 5,800.00 feet and West 13,000.00 feet to the TRUE POINT OF BEGINNING, the Mission Bay Park Co-Ordinates of said true point of beginning being North 5,800.00 feet and West 13,000.00 feet; thence due South 65.00 feet to the beginning of a 122.00 foot radius curve, a radial line at said point bearing due South, being also the center of a walkway; thence Easterly, Southeasterly and Southerly along the arc of said curve through a central angle of 122° 12' 35" a distance of 260.22 feet to the beginning of a reverse 90.00 foot radius curve; thence Southerly, Southeasterly and Easterly along the arc of said curve through a central angle of 153° 12' 35", a distance of 240.66 feet to the beginning of a reverse 85.00 foot radius curve; thence Northeasterly, Easterly and Southeasterly along the arc of said curve through a central angle of 84° 58' 05" a distance of 126.05 feet; thence due East 32.05 feet to Mission Bay Park Co-Ordinates North 5,400.00 feet and West 12,629.71 feet; thence due North 276.78 feet to Mission Bay Park Co-Ordinates, North 5,676.78 feet and West 12,629.71 feet; thence North 71° 35' 40" West, 390.25 feet to the true point of beginning. EXCEPTING THEREFROM all rights, title or interest in any and all gas, oil, minerals, and water upon or beneath said leased premises.

EXHIBIT "A"

STATE OF CALIFORNIA)
: ss.
COUNTY OF Los Angeles)

On March 13, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kosaku Nonaka, known to me to be the Vice President, and T. M. Seino, known to me to be the Secretary of MURATA PEARL COMPANY OF CALIFORNIA, INC., one of the corporations that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for said State

OFFICIAL SEAL
JUN MORI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 23, 1972

STATE OF CALIFORNIA)
Los Angeles : ss.
COUNTY OF ~~SAN DIEGO~~)

On March 26, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George D. Millay, known to me to be the President, and David M. De Motte, known to me to be the Secretary of SEA WORLD, INC., one of the corporations that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Maxine Meyer

Notary Public in and for said State

OFFICIAL SEAL
MAXINE MEYER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 15, 1972

I hereby certify that if impressed with the seal of the San Diego County Recorder, this is a true copy of the permanent record filed and/or recorded in this office.

Date APR= 2 3 1970 A. S. GRAY, County Recorder
County of San Diego, California

AGREEMENT

THIS AGREEMENT, entered into as of _____, by and between American Airlines, Inc. a corporation ("Company"), and Sea World, Inc., a corporation ("Sea World").

WHEREAS, Sea World is the owner and operator of a family oriented, marine life show park, featuring marine animal shows and exhibits, as well as other commercial service activities for paying guests, which marine life show park is located at Mission Bay, San Diego, California (the "Park"); and

WHEREAS, Sea World has on the premises at the Park a Skytower, which is designed to give rides to the paying customers of Sea World; and

WHEREAS, the parties hereto are desirous that the Company be identified as the sponsor of and the advertiser identified with the Skytower for the term hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. Sea World hereby grants to the Company for the terms hereinafter set forth, the exclusive right to be identified in connection with, and as the sponsor of, the Skytower.

2. The term of this agreement will be for three years, commencing with December 1, 1971 and terminating December 1, 1974, unless renewed or sooner terminated as hereinafter set forth.

3. For the advertising rights granted under this agreement to the Company and during the term of this agreement, the Company shall pay to Sea World the total annual sum of $25,000 in equal monthly installments of $2,083.33 commencing Feb. 1 1972 ~~December 1, 1971~~ for a three-year term, unless this agreement is terminated prior to the expiration of the term hereof as hereinafter provided.

4. During the term of this agreement Sea World shall, at its sole cost and expense:

(a) Maintain the Skytower in good condition and repair.

(b) Cause the Skytower ride to be operated regularly throughout every operating Sea World day of the year.

(c) Provide male and female attendants acceptable to the Company (who are employees of Sea World) to staff the ride, with each attendant suitably, tastefully attired and at the option of the Company in American Airlines uniforms, such uniforms to be provided by American Airlines. Uniforms will be maintained by Sea World in a high level of cleanliness and repair during reasonable periods prior to replacement.

(d) Provide identification of the sponsorship by the Company of the Skytower on all Sea World park maps and literature distributed by Sea World to the public which refer to the ride. This would include public relations and publicity releases concerning special events that take place at the Skytower.

5. During the term of this agreement Sea World shall:

(a) Require its employees while engaged in operating the Skytower to wear uniforms appropriately marked with the Company identification--such uniforms to be provided by the Company.

(b) Not suffer or permit any other airline to display its name within the Park, nor permit any other airline company or anyone else the right to advertise or sell within the Park any airline products or packages; nor permit any other person or company selling these products to use the name Sea World in connection with its advertising or marketing operations.

(c) At its own cost and expense procure and maintain in full force and effect during the term of this agreement policies of insurance of the types and in the minimum amounts stated below with responsible insurance carriers duly qualified in California covering the operations of Sea World pursuant to this agreement. In the

event the Company should at any time during the term of this agreement consider that changes should be made in the minimum amounts and/or coverages, Sea World will accede to any such reasonable requests.

Type of Insurance	Limits of Liability (Minimum Amounts) One Person, One Occurrence
(1) Comprehensive General Liability	
Personal Injury) Property Damage) Contractual Liability)	A total combined single limit of primary and excess coverage in the amount of Three Million ($3,000,000) Dollars for each and every loss overall.
(2) Workmen's Compensation and Employers Liability	Statutory Limitations

American shall be named as an insured in such policies which shall contain standard cross liability clauses. Sea World shall cause the liability assumed under this agreement, to be specifically insured under the contractual liability section of the Liability Insurance Policies. Such policies shall require that Company be given not less than 30 days prior written notice of any cancellation thereof or material change therein.

Sea World will provide Company with Certificates of Insurance, evidencing all of the above coverages, including all special requirements specifically noted, prior to commencement of the service under this agreement and further, shall provide Company with Certificates of Insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

(d) Agrees that its relationship to Company is that of an Independent Contractor and that Sea World will perform no act or make any representation which may result in liability to Company under any relationship or theory of agency or partnership. Sea World will be liable for and hereby agrees to release, defend, indemnify and hold harmless Company, its directors, officers, agents, and employees from and against any and all claims, suits, liabilities, damages, losses and judgments, including court costs and reasonable attorney's fees incident thereto, which may be suffered by,

accrued against, charged to or recoverable from Company, its directors, officers, agents or employees for or on account of any breach of this agreement by SeaWorld or on account of any damage to or loss or destruction of the property of Sea World or of Third Persons, any injury to or death of any person, including the directors, officers, agents or employees of Sea World arising out of or in connection with the performance by Sea World under this agreement unless due solely to the gross negligence or willful misconduct of Company, its directors, officers, agents or employees.

(e) Allow the Company, at its expense, to place on the Skytower the name and trademark of the Company.

6. During the term of this agreement the Company shall, at its sole cost and expense:

(a) Furnish Sea World with all copy for signs, logos or other advertising material, and any replacements thereto, necessary for properly promoting at the Skytower the image of the Company and its products and services. The installation, painting and removal of all advertising material furnished by the Company shall be at its sole cost and expense. All such advertising material shall be subject to the prior written approval of Sea World, which approval shall not be unreasonably withheld.

7. During the term of this agreement, Sea World shall use the Company's services for both passenger and freight, to the extent the Company is able to supply the same, provided the same are supplied at competitive prices and will designate American Airlines as the official carrier of Sea World of San Diego in appropriate public communications.

8. During the term of this agreement, the Company and any of its divisions, subsidiaries and affiliates shall have the right to advertise and publicize anywhere in the world the fact of its sponsorship of the Skytower at the Park, provided however, that any

such advertisement or publicity shall be subject to the prior written approval by Sea World, which approval shall not be unreasonably withheld. Except as specifically granted herein, the Company shall have no rights in, or in connection with, or the use of, the Park, Sea World, its name or any phase thereof, or any similar name, designs, symbols, representations, ideas, or other matter or material developed or used for or by Sea World. Sea World shall acquire no rights in any advertising used by the Company, its subsidiaries, or affiliates pursuant to this agreement, at the Park or elsewhere, including without limitation any trademarks, service marks, Company names or slogans owned by the Company, its subsidiaries or affiliates displayed in such advertising.

9. In the event Sea World shall breach any of the terms and conditions herein and shall fail to remedy the same within thirty (30) days after written notice by the Company to do so, in addition to any other remedies which the Company may have in law or equity, the Company may terminate this agreement. In the event that the Skytower is destroyed or damaged so as to become unusable, Sea World shall, with reasonable diligence, cause the Skytower to be restored to substantially the same condition as existed at the time of such destruction or damage. The monthly payment made by the Company will be suspended during the inoperative period as the result of such damage or destruction.

10. In the event the Company shall breach any of the terms and conditions herein and shall fail to remedy the same within thirty (30) days after written notice by Sea World to do so, in addition to any other remedies which Sea World may have in law or equity, Sea World may terminate this agreement.

11. Either party hereto shall have the right to terminate this agreement without cause by ninety (90) days written notice after the end of the first contract year.

12. Upon the termination of this agreement or any renewal thereof, Sea World shall at its sole cost remove all advertising material which refers to the

Company from the Park and shall thereafter refrain from using the same in any manner whatsoever.

13. Sea World will have the full and complete right to operate the Skytower in any manner it chooses, provided the Skytower is operated as a safe, orderly and well appearing facility providing amusement and goodwill, and to collect for its own benefit all revenues therefrom.

14. Provided that the Company shall not be in default of any of the terms and conditions of this agreement, the Company shall have the option to renew this agreement for an additional three year term; the terms and conditions to be negotiated for the additional term, except that the sums payable under Paragraph 3 hereof shall be not less than $25,000 for each season year.

15. No waiver by either party hereto at any time or from time to time of a breach of any of the terms, conditions, or covenants of this agreement shall be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions, or covenants, nor shall establish any precedent upon which the other party may rely.

16. Nothing herein contained shall constitute a partnership between, or joint venture by, the parties hereto or constitute either party the agent of the other. During the term hereof Sea World shall carry adequate workmen's compensation insurance for its employees.

17. Should any term, provision, clause, article, condition, or other portion of this agreement be held inoperative, invalid, or void, such holding shall not affect any other term, provision, clause, article, condition, or other portion of this agreement.

18. This agreement shall not be assigned by either party, whether voluntarily, by operation of law or otherwise, without the prior written consent of the other party.

19. This agreement constitutes the entire agreement and understanding between the parties and there are no other agreements, oral or written.

20. Any notices required or permitted by this agreement shall be given by certified mail with return receipt requested and postage prepaid to:

Sea World, Inc.
1720 South Shores Road
San Diego, California 92109

to:

American Airlines, Inc.
633 Third Avenue
New York, New York 10017

or to such other address as shall be specified in writing by either party.

21. This agreement is made under and shall be governed and construed in accordance with the laws of the State of California.

22. This agreement may be executed in several counterpart copies, each of which shall be deemed to be an original.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by its duly authorized representatives.

SEA WORLD, INC.

BY John E. Campbell

Vice President

(Title)

AMERICAN AIRLINES, INC.

BY

(Title)

That certain Agreement between FOREMOST FOODS COMPANY, a division of Foremost-McKesson, Inc., a Maryland corporation ("Foremost") and SEA WORLD, INC., a California corporation ("Sea World") dated June 1, 1968 (a copy of which is attached hereto and incorporated herein by reference) is hereby renewed on the following terms, provisions and conditions:

1. The term of the Agreement, as renewed ("First Renewal Term") shall be three (3) years, commencing June 1, 1973 and terminating May 31, 1976.

2. The word "lease", as it appears in paragraph A of Section I of the Agreement is hereby amended to read "Agreement."

3. During the First Renewal Term, Foremost shall pay to Sea World, the sum of $14,000.00 per year, in advance, commencing June 1, 1973, and on each succeeding June 1 thereafter. In addition thereto, Foremost shall pay to Sea World the sum of $1,500.00 for each full increment of 100,000 paid visitors to Sea World, during any year of the First Renewal Term, in excess of 1,500,000. Said additional sum shall be paid within thirty (30) days after expiration of each year of the First Renewal Term.

4. Reference, in Section VI, to "$1,000.00" is hereby amended to read "$1,167.00."

5. Within thirty (30) days after the execution hereof, Sea World shall, at its own expense: (a) repaint, renew and refurbish all menu boards and identification signs located within Foremost Gardens; and, (b) repaint, renew and refurbish three (3) ice cream carts, incorporating therein Foremost's logo and colors.

RAV:sf
01823

6. Except as expressly amended above, all terms, provisions and conditions of the Agreement shall remain in full force and effect during the First Renewal Term.

DATED: 5/30/73

FOREMOST FOODS COMPANY

By

DATED:

SEA WORLD, INC.

By

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 1968, by and between FOREMOST FOODS COMPANY, a division of Foremost-McKesson, Inc., a Maryland corporation, hereinafter referred to as "Foremost", and SEA WORLD, INC., a California corporation, hereinafter referred to as "Sea World", cancels, supersedes, and nullifies any previous agreements between the parties herein named:

WHEREAS, Sea World owns and operates a marine exhibition and amusement park in San Diego County, California, and operates a Snack Bar and Garden complex containing indoor and outdoor seating, landscaping, ponds, fountains, et cetera, in which premises Sea World sells quality foods, beverages, and ice cream products to its patrons; and

WHEREAS, the parties hereto are desirous that Foremost be identified as the sponsor of the said Snack Bar and Garden complex and the improvements thereon for the Term as provided herein.

NOW THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties hereto agree as follows:

I. Sea World hereby grants to Foremost for a period of five (5) years, commencing June 1, 1968, and terminating May 31, 1973, which period is hereinafter referred to as "Term", the exclusive right to be identified in connection with, and as the sponsor of, said Foremost Garden and Foremost Snack Bar, and the improvements thereon. Sea World will:

A. Operate and maintain the Foremost Garden, ponds, and fountain in a first-class manner and keep in good condition and appearance at all times during the term of this lease.

B. Operate the Foremost Snack Bar in a first-class manner; providing to its customers quality food and beverage at reasonable prices.

C. Maintain signs labeled "Foremost Garden" and "Foremost Snack Bar" in appropriate places throughout the facilities and on Menu-Boards within the Snack Bar.

D. Before placing or otherwise using the name or trademark of Foremost on menu-boards, directional signs, marquees, literature and other improvements, secure Foremost's approval of the proposed designs.

E. Require all employees engaged in operating the Foremost Snack Bar to wear uniforms identifying them with the Foremost company. Sea World to supply uniforms and keep same in good condition at all times.

F. Not suffer nor permit any other dairy company to display its name or advertise its products within Sea World, or to use the name "Sea World" in its advertising or marketing operations.

G. Use Foremost products exclusively in all food and beverage operations in the Sea World facility (including vending) operated as Foremost Garden and Foremost Snack Bar.

H. Fully protect, indemnify and save harmless and defend Foremost from and against any and all loss, cost, damage, injury, liability, obligations, claims or causes of action of every nature whatever for damage to property, including Foremost's property, or injury to or death of any person or persons in any manner arising out of or incident to or in connection with the use and operation of said Sea World, the improvements thereon and the Foremost Garden and Snack Bar.

II. Secure and maintain in full force and effect at its own cost and expense, policies of insurance with responsible carriers, naming Foremost, its officers and agents and employees as additional assureds, on forms

satisfactory to Foremost, of the type indicated in the following paragraphs, and shall deposit with Foremost such certificates of insurance which shall evidence compliance with the following terms:

Comprehensive General Liability insurance, including Automobile, with limits of not less than $1,000,000 combined single limit for injury to or death of person or persons for loss or damage to property in any one accident or occurrence.

III. A. Foremost will supply to Sea World any and all signs or logos necessary for properly promoting the image of Foremost within the park as prescribed by the Bureau of Milk Stabilization of the State of California.

B. Foremost will pay Sea World the sum of $12,000 per year for five (5) years. First payment on this contract will be $6,000 on June 1, 1968. ($6,000 already paid on 1968 calendar year on previous contract). Subsequent payments of $12,000 will be paid to Sea World on June 1, of each succeeding year. This $12,000 payment is based on the premise that Sea World will entertain a minimum of 1,500,000 paid visitors during the contract year, 6/1/68 through 5/31/68. Foremost agrees to pay an additional sum of $1,000 per contract year over and above $12,000 for every 100,000 paid attendance entertained by Sea World over the 1,500,000 per contract year (June 1 through May 31) during each succeeding year covered by this contract. Sea World agrees to pay back to Foremost $1,000 for every full increment of 100,000 paid visitors under 1,500,000 entertained by Sea World during each contract year of this contract. No pro-rata on less than full increments on 100,000 paid visitors to Sea World will be paid by either Foremost or Sea World.

C. Sea World grants to Foremost [redacted] option to renew this agreement within six (6) months of the expiration date hereof in an amount not to exceed $25,000 per year.

D. Foremost agrees to remain competitive with other major dairies in prices charged to Sea World.

IV. Except as specifically granted herein, Foremost shall have no rights in or in connection with Sea World, its name or any phase thereof. Sea World will have full and complete right to operate Foremost Garden and Snack Bar and the improvements thereon in any manner it chooses and to collect for its own benefit all revenues therefrom; provided, however, Sea World will operate the same at all times when Sea World is open to the public, and in such a manner as to avoid complaints by the visitors to Sea World, and to create good public relations for Foremost.

V. Foremost shall have the right to advertise and publicize throughout the United States the fact that its products are used in Sea World gardens and snack bar.

VI. In the event Sea World shall breach any of the terms and conditions herein and shall fail to remedy the same within thirty (30) days after written notice to do so, Foremost may cancel or terminate this agreement, in which Sea World will repay to Foremost all advance payments for the periods subsequent to the date of such termination, computed at the rate of $1,000 per month.

VII. If at any time during the Term hereof, Foremost, in its sole discretion, shall determine that its identification as the sponsor of Foremost Garden and Foremost Snack Bar and the improvements thereon, is not promoting for Foremost favorable public relations and good will, Foremost may immediately terminate this agreement upon ninety (90) days written notice to Sea World, in which event:

A. Foremost will be entitled to return of its prorated share of any and all advance payments paid hereunder.

B. Sea World will immediately remove all Foremost signs, designs, trademarks and references to Foremost from Sea World, Foremost Garden, Foremost Snack Bar and all literature, and will thereafter refrain from using the name Foremost or its trademark in any advertising, publicity, releases or otherwise.

EXECUTED this 1st day of June, 1968.

FOREMOST FOODS COMPANY

By _____
Region Manager

SEA WORLD, INC.

By _____

By _____
Sec-Treasurer

RENEWAL AGREEMENT

That certain Agreement between STAR-KIST FOODS, INC., a California corporation ("Star-Kist") and SEA WORLD, INC., a California corporation ("Sea World") dated August 10, 1968 (a copy of which is attached hereto and incorporated herein by reference) is hereby renewed on the following terms, provisions and conditions:

1. The term of the Agreement, as renewed ("First Renewal Term") shall be five (5) years, commencing August 10, 1973 and terminating August 9, 1978.

2. During the First Renewal Term, Star-Kist shall pay to Sea World, the sum of $20,000.00 per year, in advance, commencing August 10, 1973, and on each succeeding August 10 thereafter, through August 10, 1977.

3. Sea World shall produce and create a new and different public entertainment show to be presented in the Star-Kist Underwater Show. The show will be completed, and ready for presentation, by Easter 1974. Sea World shall submit the script for the show to Star-Kist for prior approval; and, upon the premiere presentation of the new show, in 1974, Star-Kist shall pay to Sea World an additional sum of $5,000.00, as its contribution toward the cost of creation and production of the new show.

4. Sea World shall again produce and create another new and different public entertainment show to be presented in the Star-Kist Underwater Show. The show will be completed, and ready for presentation, by Easter 1976. Sea World shall submit the script for the show to Star-Kist for prior approval; and, upon the premiere presentation of the new show, in 1976, Star-Kist shall pay to Sea World an additional sum of $5,000.00, as its contribution toward the cost of creation and production of the new show.

5. Prior to the premiere presentation of the first new show to be presented in the Star-Kist Underwater Show, in 1974, Sea World shall, at its own expense, repaint, renew and refurbish the Star-Kist Underwater Show building.

6. During the First Renewal Term, Sea World shall design, fabricate and install educational graphics in and about the Star-Kist Underwater Show building, consisting primarily of exhibits, displays, models, designs and pictures. The graphics shall be consistent with, and complementary to, the overall theme of the park and the Star-Kist Underwater Show. On completion of the installation of the graphics, Star-Kist shall pay to Sea World the additional sum of $5,000.00, as its contribution toward the cost of design, fabrication and installation of the graphics.

7. Except as expressly amended above, all terms, provisions and conditions of the Agreement shall remain in full force and effect during the First Renewal Term.

DATED: 9/11/73

STAR-KIST FOODS, INC.

By J. T. Schaefer
V.P.

DATED: 8/14/73

SEA WORLD, INC.

By Jon Schmitt
Vice Pres. Marketing

AGREEMENT

THIS AGREEMENT made and entered into this Tenth day of August, 1968, by and between SEA WORLD, INC. , a California corporation (hereinafter called SEA WORLD) and STAR-KIST FOODS, INC., a California corporation, (hereinafter called STAR-KIST),

WHEREAS, SEA WORLD owns and operates an amusement park in the city of San Diego, California; and

WHEREAS, as an item of attraction in said amusement park, SEA WORLD owns and operates a Theatre-of-the-Sea Building in which underwater shows are given; and

WHEREAS, STAR-KIST wishes to sponsor said shows pursuant to this Agreement,

NOW THEREFORE, IT IS AGREED:

(1) SEA WORLD will rename, as soon after this Agreement is executed as possible, its Theatre-of-the-Sea the "Star-Kist Underwater Show" and will properly identify through the use of graphic display material in the amusement park and in all park brochures and show schedules thereof by the said name.

(2) The term of this Agreement shall be for five (5) years.

(3) STAR-KIST agrees to pay SEA WORLD the following amounts per year for sponsorship of the said theatre:

$15,000	August 10, 1968
$15,000	August 10, 1969
$15,000	August 10, 1970
$15,000	August 10, 1971
$15,000	August 10, 1972

(4) STAR-KIST shall have the right to sponsor the show for an additional five (5) years beginning on August 10, 1973, for a sum not to exceed $20,000 per year.

(5) SEA WORLD agrees to produce a new first-class show in the theatre in 1968 and in every third year thereafter. STAR-KIST shall have the right to review the content of the shows as well as all copy used in the promotion of the shows.

(6) SEA WORLD agrees that STAR-KIST promotional efforts can be conducted at SEA WORLD at STAR-KIST'S discretion as well as such other promotional efforts as SEA WORLD may approve which approval shall not be unreasonably withheld.

a) Decoration of the interior of the STAR-KIST theater to feature Charlie the Tuna and the STAR-KIST name in a manner acceptable to SEA WORLD. All costs to be borne by STAR-KIST.

b) The use of Charlie the Tuna's voice on tape as ~~the narrator~~ INTRODUCER for the underwater show. The contents of the script and the extent of the use of Charlie the Tuna's voice to be agreed upon by STAR-KIST and SEA WORLD on a mutually agreeable basis. KIDD ROCK

c) The use of a Charlie the Tuna character in the underwater show. The use of this character to be agreed upon by SEA WORLD and STAR-KIST on a mutually agreeable basis.

d) The use of STAR-KIST coupons or redemption certificates by STAR-KIST. These to be passed out to underwater show audiences for four one-week periods each year.

e) STAR-KIST will furnish to SEA WORLD recipes for a hot dish, salad, and sandwich. All recipes will be featured as STAR-KIST dishes in an appropriate manner on all SEA WORLD menus. All recipes shall be approved by SEA WORLD.

(7) STAR-KIST shall have the right to give prizes to persons attending the show, with SEA WORLD'S prior written consent.

(8) STAR-KIST agrees to assume all costs incurred in the design, installation and removal of all signs and displays identifying its products within the amusement park operated by SEA WORLD.

(9) STAR-KIST shall have the right of first refusal on sponsorship of the next food service facility constructed and operated by SEA WORLD within the amusement park (after the one currently under construction and to be sponsored by Reynolds Foods).

(10) SEA WORLD shall maintain and repair the structure housing the theatre in approximately the same condition as exists on the date of this lease. SEA WORLD shall also repair, maintain, and clean all sidewalks and stores leading to and from the theatre building.

(11) STAR-KIST shall have the right to use in any way or any purpose the name SEA WORLD or any similar name, designs, symbols, representations, ideas, or other matter or material developed and used by SEA WORLD in connection with the theatre operated during the term of this lease.

(12) SEA WORLD shall procure, and during all of the term of this Agreement and during any additional period thereafter for which the Agreement is extended, shall maintain in full force and effect, an insurance policy or policies insuring SEA WORLD and STAR-KIST as their interest may appear against any liability for injury to persons arising out of the operation of the theatre, the acts of SEA WORLD'S officers, agents, servants, employees and assigns. The said policy or policies shall be written by a responsible insurance company or companies satisfactory to STAR-KIST and shall have minimum liability rights of $500,000 for personal injury or death of any one person in any one accident or event and $3,000,000 for personal injury or death to two or more persons in any one accident or event and a minimum of $50,000 for damage to or loss of property resulting from any one accident or event. SEA WORLD further agrees to provide STAR-KIST with certificates of such insurance upon request.

(13) SEA WORLD agrees to indemnify and hold harmless STAR-KIST against any and all loss, damage, claims, demands, or suits of whatsoever nature, and any expense incidental thereto, which may be brought or claimed against STAR-KIST, its employees, or agents by any person on account of property damage or personal injury or death arising out of the sponsorship, operation, and maintenance of the STAR-KIST Underwater Show except to the extent that such loss, damage, claims, demands, or suits shall result from the sole negligence of STAR-KIST

(14) In the event that the building in which the theatre is situated is destroyed or damaged so as to become unusable, SEA WORLD shall, with reasonable diligence, cause the building to be restored to substantially the same condition as existed at the time of such destruction or damage. The annual payment made by STAR-KIST shall be pro-rated and returned for the time that the premises are unused as the result of such damage or destruction.

(15) In the event that the theatre should become unacceptable to the public because of damage to or destruction of any part of the amusement park operated by SEA WORLD other than that portion of the building in which the theatre is situated, all by reason of any other cause beyond the control of SEA WORLD or STAR-KIST, the annual payment made by STAR-KIST shall be pro-rated and returned during such time as the theatre shall remain unacceptable. STAR-KIST may, at its option while such unacceptability continues, terminate this Agreement by giving SEA WORLD 15 days' written notice of such termination.

(16) No waiver by either party hereto at any time or from time to time of a breach of any of the terms, conditions, or covenants of this lease shall be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions, or covenants, nor shall establish any precedent upon which the other party may rely.

(17) Both STAR-KIST and SEA WORLD shall have the privilege to terminate this Agreement for any reason of their own choosing upon giving 90 days' written notice to the other party prior to the commencement of the next contract year or as set forth hereinabove. Contract years commence August 10 each year for five years.

(18) Following the termination of this lease, SEA WORLD shall cease to make any reference to STAR-KIST Brand tuna or any other products of STAR-KIST.

(19) Should any term, provision, clause, article, condition, or other portion of this lease be held inoperative, invalid, or void, such holding shall not affect any other term, provision, clause, article, condition, or other portion of this Agreement.

(20) SEA WORLD has not given and will not give authorization to any other commercial product which directly competes with STAR-KIST Brand tuna to sponsor or lease any exhibit within the amusement park operated by SEA WORLD.

(21) STAR-KIST shall have the use of SEA WORLD facilities for television or print advertising productions, with prior written consent of SEA WORLD.

(22) This Agreement shall not be assigned by either party without the prior written consent of the other party.

(23) This Agreement constitutes the entire Agreement and understanding between the parties and there are no other Agreements oral or written.

(24) Notices required by this Agreement shall be given by first class mail to:

SEA WORLD
1720 South Shores Road
Mission Bay
San Diego, California 92109

and to:

STAR-KIST FOODS, INC.
582 Tuna Street
Terminal Island, California 90731

(25) This Agreement is made under and shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, and their respective corporate seals affixed hereto and attested by their respective secretaries or assistnat secretaries as of the day and year first above written.

SEA WORLD, INC.

By: _____ President

ATTEST:

By: _____ Sec.-Treas.

_____

STAR-KIST FOODS, INC.

By: Roy E. Kelley Vice President

ATTEST:

By: _____

_____

RENEWAL AGREEME

That certain Agreement between SPARKLETTS DRINKING WATER COMPANY, a California corporation ("Sparkletts") and SEA WORLD, INC., a California corporation ("Sea World") dated May 23, 1968 (a copy of which is attached hereto and incorporated herein by reference) is hereby renewed on the following terms, provisions and conditions:

1. The term of the Agreement, as renewed ("First Renewal Term") shall be three (3) years, commencing June 1, 1973 and terminating May 31, 1976.

2. The word "lease", as it appears in paragraph A of Section I of the Agreement is hereby amended to read "Agreement."

3. During the First Renewal Term, Sparkletts shall pay to Sea World, the sum of $18,000.00 per year, in advance, commencing June 1, 1973, and on each succeeding June 1 thereafter. In addition thereto, Sparkletts shall pay to Sea World the sum of $1,500.00 for each full increment of 100,000 paid visitors to Sea World, during any year of the First Renewal Term, in excess of 1,700,000. Said additional sum shall be paid within thirty (30) days after expiration of each year of the First Renewal Term.

4. Reference, in Section VI, to "$1,050.00" is hereby amended to read "$1,500.00."

5. Sea World and Sparkletts shall each contribute the sum of $5,000.00 to be used for design, fabrication and installation within the Sparkletts complex, of educational graphics having, as their theme, "The Story of Water." Sea World and Sparkletts shall cooperate in the conceptualization and design of the graphics; however, Sea World shall undertake to have them designed, fabricated and installed upon receipt of Sparkletts' contribution, which will be paid to Sea World within thirty (30) days after execution hereof.

RAV:sf
01828

6. On or before June 1, 1974, Sparkletts shall pay to Sea World the additional sum of $5,000.00, as its contribution toward the cost of producing and creating a new and different Water Fantasy Show to be displayed in Sparkletts Cascades. Sea World shall undertake to produce the show, bearing all expense in excess of Sparkletts' contribution. The show shall incorporate new features, such as strobe lights, a bubble machine and a fire-type display. The show will premiere on or before June 1, 1974, subject to unavoidable delays.

7. Except as expressly amended above, all terms, provisions and conditions of the Agreement shall remain in full force and effect during the First Renewal Term.

DATED: 6/12/73

SPARKLETTS DRINKING WATER COMPANY

By _____

DATED: 6/19/73

SEA WORLD, INC.

By _____

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of May, 1968 by and between Sparkletts Drinking Water Company, a California corporation, hereinafter referred to as Sparkletts, and Sea World, Inc., a California corporation, hereinafter referred to as "Sea World":

WHEREAS, Sea World owns and operates a marine exhibition and amusement park in San Diego County, California, and is constructing and will open by June 15, 1968, a fresh water complex including an 800-seat air-conditioned auditorium in which a programmed water fountain show is presented for its patrons and a fresh water aquarium which will exhibit the fresh water fishes of the world; and

WHEREAS, Sparkletts is preeminent in the field of fresh bottled water in Southern California; and

WHEREAS, the parties hereto are desirous that Sparkletts be identified as the sponsor of the said Fresh Water complex and the improvements thereon for the Term as provided herein.

NOW THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties hereto agree as follows:

I. Sea World hereby grants to Sparkletts for a period of five (5) years commencing June 1, 1968, and terminating May 31, 1973, which period is hereinafter referred to as "Term", the exclusive right to be identified in connection with, and as the sponsor of, said Fresh Water Complex, and the improvements thereon. Sea World will:

A. Operate and maintain the complex to be known as Sparkletts Cascades and Fresh Water Aquarium in a first-class manner and keep in good condition and appearance at all times during the term of this lease.

B. Operate the fresh water complex in a first-class manner; providing to Sea World customers a quality show and exhibit.

C. Maintain signs labeled "Sparkletts Cascades" and "Sparkletts Fresh Water Aquarium" in appropriate places throughout the facilities.

D. Before placing or otherwise using the name or trademark of Sparkletts on directional signs, marquees, literature and other improvements, secure Sparkletts approval of the proposed designs.

E. Not suffer nor permit any other drinking water company to display its name or advertise its products within Sea World, or to use the name "Sea World" in its advertising or marketing operations.

F. Fully protect, indemnify and save harmless and defend Sparkletts from and against any and all loss, cost, damage, injury, liability, obligations, claims or causes of action of every nature whatever for damage to property, including Sparkletts' property, or injury to or death of any person or persons in any manner arising out of or incident to or in connection with the use and operation of said Sea World, the improvements thereon and the Sparkletts Cascades and Fresh Water Aquarium.

II. Secure and maintain in full force and effect at its own cost and expense, policies of insurance with responsible carriers, naming Sparkletts, its officers and agents and employees as additional assureds, on forms satisfactory to Sparkletts, of the type indicated in the following paragraphs, and shall deposit with Sparkletts such certificates of insurance which shall evidence compliance with the following terms:

Comprehensive General Liability insurance, including Automobile, with limits of not less than $1,000,000 combined single limit for injury to or death of person or persons for loss or damage to property in any one accident or occurrence.

III. A. Sparkletts will supply to Sea World any and all signs or logos necessary for properly promoting the image of Sparkletts within the park.

B. Sparkletts will pay Sea World the sum of $15,000 per year for each of the five (5) years of the term. ~~The sum of $30,000 in payment of~~ the first year ~~and last year~~ of the term shall be paid upon execution hereof, and the sum of $15,000 in payment of the second year of the term shall be payable on June 1, 1969.

IV. Except as specifically granted herein, Sparkletts shall have no rights in or in connection with Sea World, its name or any phase thereof. Sea World will have full and complete right to operate Sparkletts Cascades and Fresh Water Aquarium and the improvements thereon in any manner it chooses and to collect for its own benefit all revenues therefrom; provided, however, Sea World will operate the same at all times when Sea World is open to the public, and in such a manner as to avoid complaints by the visitors to Sea World, and to create good public relations for Sparkletts.

V. Sparkletts shall have the right to advertise and publicize throughout the United States the fact that Sparkletts is associated with Sea World as sponsor of the Sparkletts Cascades and Fresh Water Aquarium.

VI. In the event Sea World shall breach any of the terms and conditions herein and shall fail to remedy the same within thirty (30) days after written notice to do so, Sparkletts any cancel or terminate this agreement, in which Sea World will repay to Sparkletts all advance payments for the periods subsquent to the date of such termination, computed at the rate of $1,250 per month.

VII. If at any time during the Term hereof, Sparkletts in its sole discretion, shall determine that its identification as the sponsor of Sparkletts Cascades and Fresh Water Aquarium and the improvements thereon, is not promoting for Sparkletts favorable public relations and good will, Sparkletts may immediately terminate this agreement upon ninety (90) days written notice to Sea World, in which event:

A. Sparkletts will be entitled to return of its prorated share of any and all advance payments paid hereunder.

B. Sea World will immediately remove all Sparkletts signs, designs, trademarks and references to Sparkletts from Sea World, Sparkletts Cascades, Sparkletts Fresh Water Aquarium all literature, and will thereafter refrain from using the name Sparkletts or its trademark in any advertising, publicity releases or otherwise.

EXECUTED this _____ day of _____, _____.

SPARKLETTS DRINKING WATER CO.

BY Burton N Arnds Jr

BY R. J. Halstead VP - Controller

SEA WORLD, INC.

BY _____
President

BY _____
Secretary - Treasurer

ROPERTY DEPARTMENT

JMENT NO. 718044

FILED DEC 27 1967

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSENT TO MODIFICATION OF SUBLEASE

The City of San Diego hereby consents to that certain Modification of Sublease agreement, a form of which agreement is on file in the Office of the City Clerk as Document No. 718552 affecting that certain Sublease Agreement between Marine Park Corporation, a California corporation, and Murata Pearl Company of California, Inc., a California corporation, a form of which Sublease Agreement is on file in the Office of the City Clerk as Document No. 659229 and which Sublease Agreement was heretofore consented to by the City of San Diego under the conditions of that certain Consent to Sublease Agreement filed in the Office of the City Clerk as Document No. 659310.

THE CITY OF SAN DIEGO

By Mena Wilhelms
City Manager

APPROVED HEREBY as to form and legality this 15th day of December, 1967.

EDWARD T. BUTLER, City Attorney

By James P. McGowan
Deputy

DSB:kg
11-22-67

RECEIVED
DEC 8 '67
Property Dept.

RESOLUTION No. 192306

ADOPTED ON DEC 5 - 1967

BE IT RESOLVED by the Council of The City of San Diego as follows:

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, a Consent to Modification of Sublease effecting that certain Sublease Agreement between SEA WORLD, INC., a California corporation, (formerly MARINE PARK CORPORATION, a California corporation) and MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation, a copy of which Sublease Agreement is on file in the office of the City Clerk as Document No. 639310, by which the City consents to Modification of Sublease between the parties to (1) change the payment of rent to Sea World, Inc., (2) provide that no admission will be charged to Murata Pearl's Japanese Village, and (3) provide for payment from main gate general admissions to Murata Pearl Company of California, under the terms and conditions set forth in the form of Consent to Modification of Sublease, on file in the office of the City Clerk as Document No. 718551.

APPROVED: EDWARD T. BUTLER, City Attorney

By James P. McGowan, Jr., Deputy

rb/11-28-67

FORM CC-1270 (REV. 10-61)

11-17-67
Mc B
4-D

MODIFICATION OF SUBLEASE

THIS AGREEMENT, made and entered into as of the 15th of November, 1967, by and between SEA WORLD, INC., a California corporation (formerly called Marine Park Corporation), hereinafter referred to as "Sea World", and MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation, hereinafter referred to as "Murata Pearl."

WHEREAS, the City of San Diego, a municipal corporation, as lessor, entered into a Lease Agreement ("Master Lease" hereinafter), dated July 16, 1963, with Sea World, as lessee, covering certain premises situated in the County of San Diego, State of California, as described therein, said Master Lease being recorded July 30, 1963, in the County of San Diego; and

WHEREAS, Sea World, as sublessor, and Murata Pearl, as sublessee, entered into a sublease dated July 16, 1963, and as subsequently amended, covering a portion of the premises described in said Master Lease, said sublease being recorded August 16, 1963, in the County of San Diego; and

WHEREAS, Sea World, as sublessor, and Murata Pearl, as sublessee, desire to modify said sublease, as amended, as set forth hereinafter;

IT IS THEREFORE AGREED:

1. Article III of the sublease is hereby deleted in its entirety, and the following new Article III is substituted in lieu thereof:

III

RENT

LESSEE shall pay to LESSOR as rent for the Premises sums of money as follows:

Commencing August 3, 1964, and continuing throughout the remainder of the Term, and any renewals or

extensions thereof, LESSEE shall pay to LESSOR sums equal to 18% of LESSEE'S gross receipts from the sale of merchandise (including sums received for setting pearls); 15% of LESSEE'S gross receipts from the sale of oysters; and 11% of LESSEE'S gross receipts from the sale of food, tea, and other beverages.

The gross receipts from sales of LESSEE shall include, but not be limited to, all monies and other things of value received by or paid to LESSEE, or any successor in interest of LESSEE'S or for the use, account or benefit of LESSEE, or such successor, which receipts arise upon, out of, or in connection with transactions upon or from the Premises, excluding therefrom only proceeds from sales of any items not held for sale in the ordinary course of business; provided, however, that in determining such gross receipts there shall not be included therein the amount of any retail sales or federal excise tax.

Rental and other payments to be made hereunder shall, upon LESSOR'S receipt thereof, be free from all claims, demands or set-offs of any nature whatsoever against LESSOR, and shall be the absolute and sole property of LESSOR.

LESSEE shall within two (2) weeks after the end of each month throughout the Term provide LESSOR with a full and complete statement setting forth in detail the gross receipts from sales for such month, and at that time pay to LESSOR the percentage rental payments due for such month. In addition to the monthly statement above-referred to, LESSEE shall provide LESSOR with a full and complete audited statement, certified to by a

certified public accountant, or by an authorized officer of LESSEE, setting forth in detail gross receipts from sales for the year, including all adjustments, within one month after the close of each year of the Term of this Lease, and shall make at that time any adjustments in the rental payments, if any, for each such yearly period. In lieu of LESSEE'S providing LESSOR with the yearly certified statement of gross receipts from sales, LESSEE shall, at LESSOR'S election, provide LESSOR with copies of LESSEE'S combined State of California and local sales and use tax returns for such year exactly in the form filed with the California State Board of Equalization and covering all sales upon or from the Premises.

LESSEE shall install a cash register or cash registers of a type approved by LESSOR and shall register thereon every transaction made in, about or from the Premises, including transactions involving every type of gross receipts as hereinabove defined, and the tape of each such cash register shall be at all times accessible to LESSOR. If business transacted at other places of business of LESSEE shall be reflected in the books of account of LESSEE, whether the same shall include gross receipts from retail sales or not, said books of account shall be kept in such manner that the business transacted at or from the Premises may be conveniently segregated from the business transacted by LESSEE elsewhere.

LESSOR, its officers, agents and employees, shall have the right, at reasonable times during business hours, to examine and inspect the books and other records

of LESSEE bearing upon or connected with the business of LESSEE affected by this Lease, whether the same actually contained items of gross receipts from retail sales of LESSEE or not. LESSEE will keep such books and other records on the Premises during the term of this Lease, and will keep the same at a safe place off the Premises for a period of two (2) years following termination of this Lease.

2. It is hereby agreed by Murata Pearl and Sea World that irrespective of any provision contained in the sublease to the contrary, Murata Pearl shall not charge an admission to admit patrons and guests to Murata Pearl's Japanese Village located on the Premises, or any part thereof, or to any activity or show conducted or presented therein, during the term of the sublease, or during any extensions or renewals thereof.

3. As consideration for the obligations of Murata Pearl under this modification of sublease, Sea World hereby agrees that it shall,during each year of the term of the sublease, on a calendar-year basis, commencing August 3, 1964, pay to Murata Pearl the sum of twenty cents ($0.20) each on the first 500,000 paid main gate general admissions to Sea World; eighteen cents ($0.18) each on all paid main gate general admissions in excess of 500,000 up to and including 600,000; and seventeen cents ($0.17) each on all paid main gate general admissions in excess of 600,000 up to and including 750,000; and ten cents ($0.10) each on all paid main gate admissions in excess of 750,000 up to and including 1,000,000; and six cents ($0.06) each on all paid main gate admissions in excess of 1,000,000. In computing the sums to be paid on the total number of paid main gate admissions, there shall be excluded therefrom the number of admissions to whom group rates or special rate discounts were given. For each such group

or admission up to and including 750,000, Sea World shall pay to Murata Pearl the sum of sixteen cents ($0.16) each. During the period August 3, 1964, to December 31, 1964, sums to be paid by Sea World to Murata Pearl pursuant to this provision shall be paid to Murata Pearl within seven (7) days after the expiration of each week falling within said period. All sums to be paid by Sea World to Murata Pearl pursuant to this provision after December 31, 1964, shall be paid within two (2) weeks after the end of each month of the term. The number of persons admitted on group rates, or to whom special rate discounts were given, shall, however, be otherwise counted as paid main gate general admissions for the purposes of determining the number of paid main gate general admissions to Sea World during each calendar year.

4. The effective date of this modification of sublease is August 3, 1964.

5. This modification of sublease shall be subject to the approval of the City of San Diego and subject to all of the terms and conditions of the Master Lease between the City of San Diego and Sea World.

6. This modification of sublease shall remain in effect for the remainder of the term of the sublease, and any extensions or renewals thereof; provided, however, that either party shall have the right to terminate this modification of sublease upon giving ninety (90) days' written notice of termination of this modification of sublease to the other party. In the event either party shall so terminate this modification of sublease, then in such event, from and after the effective date of such termination (the effective date of the termination being the 90th day after the date of service of the written notice of termination of this modification of sublease to the other party in the manner provided by Article XIX of the sublease), all provisions of the sublease deleted and/or modified by this modification of sublease shall again be part of

the sublease as though this modification of sublease had never been entered into, and this modification of sublease shall have no further force or effect whatsoever.

7. Except as hereby modified, all terms, conditions, and provisions of the sublease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this modification of sublease as of the day and year first above written.

SEA WORLD, INC., a
California corporation

By _____
(Title)

(SEAL)

MURATA PEARL COMPANY OF
CALIFORNIA, INC., a
California corporation

By _____
(Title)

(SEAL)

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF SAN DIEGO, a corporation, hereby consents to the foregoing Modification of Sublease dated November 15, 1967, by and between Sea World, Inc., as sublessor, and Murata Pearl Company of California, Inc., as sublessee.

DATED as of November 15, 1967.

HOME FEDERAL SAVINGS & LOAN
ASSOCIATION OF SAN DIEGO, a
corporation

By _____
(Title)

(SEAL)

THE SUMITOMO BANK OF CALIFORNIA, a California corporation, hereby consents to the foregoing Modification of Sublease dated November 15, 1967, by and between Sea World, Inc., as sublessor, and Murata Pearl Company of California, Inc., as sublessee.

DATED as of November 15, 1967.

THE SUMITOMO BANK OF CALIFORNIA

By_____
(Title)

(SEAL)

May, 1966

A G R E E M E N T

This is an agreement entered into at San Diego, California by BRP, INC., a corporation doing business as PEREZ COVE MARINA and MARINE PARK CORPORATION, a corporation doing business as SEA WORLD.

PEREZ COVE MARINA and SEA WORLD are commercial enterprises leasing adjacent properties from the City of San Diego adjoining South Shores Road in Mission Bay, San Diego. PEREZ COVE MARINA has by its lease, areas of land not presently utilized by its activities. The areas are dirt surfaced and unimproved. It would be beneficial to PEREZ COVE MARINA to have the areas surfaced. SEA WORLD, during days of greater visitor attendance, has need for additional areas to provide for parking for its visitors.

Attached to this agreement is a sketch of a portion of the property leased by PEREZ COVE MARINA. Indicated on the sketch are existing paved roads and dirt areas. Certain parts of the dirt areas have been designated area A, area B, and area C. The dimensions are approximate only. The sketch is not entirely to scale. In relation to the areas described, it is agreed as follows:

1. For the period of time described herein, PEREZ COVE MARINA agrees that SEA WORLD shall have the exclusive right to the use of area A as a parking area for visitors to SEA WORLD as SEA WORLD determines that the area is needed for visitor parking. SEA WORLD shall have the right to utilize area B as a parking area when SEA WORLD determines that the area is needed for such parking. PEREZ COVE MARINA will cause, to the best of their ability, the areas to be kept clear of obstruction, including vehicles, trailers, and boats.

2. SEA WORLD shall have the right to use the described areas for parking for a period from May 15, 1966 to and including May 15, 1968. In the event PEREZ COVE MARINA wishes to terminate this agreement for any reason, they will reimburse SEA WORLD monies expended on improving their property on a pro rata basis. SEA WORLD agrees to supply proof to PEREZ COVE MARINA on the exact amount expended for improving their property.

3. Area C on the sketch is to be for the exclusive use of PEREZ COVE MARINA and its patrons, or any other use PEREZ COVE MARINA may desire.

4. To carry out the purpose of this agreement, SEA WORLD and its customers shall have the right to use the existing roads in the area and entrances to those roads. SEA WORLD personnel may be permitted upon the areas as needed to control and to provide for the orderly flow of traffic in and out of the areas used for parking. SEA WORLD may place upon the property control signs and devices to assist in the control of traffic.

5. SEA WORLD will do everything reasonable to control the traffic so as to minimize interference with traffic to and from PEREZ COVE MARINA and parking in the existing hardtop parking areas of PEREZ COVE MARINA.

6. Both parties agree that existing road ways will be kept clear of obstruction to permit orderly flow of traffic to all areas.

7. Near the location marked X bordering the east side of the existing parking area of PEREZ COVE MARINA and the west side of present SEA WORLD parking areas is a landscaped strip of approximately twelve (12) feet in width. Through this strip SEA WORLD may cause a walk way to be made and marked as a pedestrian way for visitors to travel between the parking areas and the entrance to SEA WORLD. Modifications of landscape and

surfacing may be undertaken to provide a suitable walk way. PEREZ COVE MARINA agrees that it will cause this walk way area to be free of obstructions.

8. In consideration for the right to utilize the areas for parking as described in this agreement. SEA WORLD agrees to undertake at its own expense, to finish grade, compact, oil and apply pea gravel or granite to area A and area C. The estimated cost for the improvement is approximately $3,000.00. Work to be completed within sixty (60) days of the signing of this agreement. If it desires, SEA WORLD may improve the surfacing of area B as it deems desirable. Improvements in all areas shall not disturb the existing landscaping and shrubbery.

9. SEA WORLD agrees to extend appropriate insurance coverages to cover the conduct of its personnel and the activity upon the areas while that activity relates to the use of the areas by SEA WORLD, and its customers.

10. It is understood that this agreement creates no interest in the land of PEREZ COVE MARINA, but only an agreement as to the right to use certain areas for parking purposes. It is further understood that if the City of San Diego prevents the use of the areas as this agreement provides, then this agreement shall be a nullity and no obligations shall arise as a consequence of it.

DATED: _____, 1966

PEREZ COVE MARINA

By _____

DATED: _____, 1966

SEA WORLD

By _____

By _____

WATERS OF
MISSION BAY
N
AREA C
PEREZ
COVE
MARINA
BLDG
ROADWAY
EXISTING ROADWAY
AREA B
AREA A
SEA WORLD
EXISTING
SURFACED
PARKING
SOUTH SHORES ROAD

SKETCH

PROP. #81

RESOLUTION No. 187687

JUN 3 0 1966

ADOPTED ON _____

BE IT RESOLVED by the Council of The City of San Diego as follows:

That the City Manager be, and he is hereby authorized and empowered to execute for and on behalf of said City a Second Amendment to Lease Agreement with Marine Park Corporation, a California corporation, dba Sea World, as Lessee, amending that certain Lease Agreement between the parties which is on file in the office of the City Clerk as Document No. 458698, and amendments thereto, for the leasing of a portion of Mission Bay Park, to (1) clarify, but not change, percentage rentals due City, and (2) delete Willard Bell and William N. MacFarlane as principal stockholders and substitute George Rogg II, under the terms and conditions set forth in the form of Second Amendment to Lease Agreement on file in the office of the City Clerk as Document No. 201092.

Presented by _____

APPROVED: EDWARD T. BUTLER, City Attorney

By _____
James F. McGowan, Jr., Deputy

RECEIVED
JUL 5 '66
Property Dept.

tb/6-24-66

ORM CC-1270 (REV. 10-61)

PM

DOCUMENT NO. 696376
FILED 2/25/66
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSENT TO TERMINATION OF SUBLEASE

THIS AGREEMENT, made and entered into this 15 day of February, 1966, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "City," and MARINE PARK, a California corporation dba SEA WORLD, hereinafter called "Marine Park," and KAI-KAI, a partnership, hereinafter called "Kai-Kai,"

W I T N E S S E T H:

WHEREAS, City and Marine Park entered into a lease agreement hereinafter called "Master Lease" dated July 16, 1963, a copy of which lease and amendments thereto are on file in the Office of the City Clerk as Documents Nos. 658698 and 659310; and

WHEREAS, on June 12, 1964, City consented to a sublease agreement between Marine Park and Kai-Kai of a portion of the premises subject to the aforementioned Master Lease for the purpose of Kai-Kai conducting a gift shop operation for the sale of Tahitian clothing, jewelry and curios, a copy of which consent to the sublease agreement is on file in the Office of the City Clerk as Document No. 672269; and

WHEREAS, Marine Park and Kai-Kai now desire to terminate said sublease agreement in the best interests of all parties; and

WHEREAS, the City Manager recommends that consent to such a termination of the sublease agreement should be given so long as said consent does not have the effect of altering that rent paid to the City under the aforementioned Master Lease and so long as such an agreement be subject to all terms and conditions of the aforementioned Master Lease; NOW, THEREFORE,

In consideration of the mutual covenants herein contained, the parties hereto do agree as follows:

1. City consents to the termination of that certain

sublease agreement between Marine Park and Kai-Kai, which is on file in the Office of the City Clerk as Document No. 672269.

2. The consent of City is hereby given on the express condition that the sublease agreement shall not have the effect of reducing in any manner, rent due City from Marine Park. Rent due City from Marine Park shall be calculated as though the Sublease Agreement did not exist, and gross income under the terms of that lease agreement between City and Marine Park shall include all income by whomever earned on the premises.

IN WITNESS WHEREOF, this Consent to Termination of Sublease is executed by THE CITY OF SAN DIEGO, acting by and through its City Manager, pursuant to Resolution No. 186356 authorizing such execution; and by Marine Park, dba Sea World, which has caused this Consent to Termination of Sublease to be executed and its corporate name and seal to be affixed by the proper officers; and Kai-Kai, which has caused this Consent to Termination of Sublease to be executed by the proper officers, the day and year first above written.

THE CITY OF SAN DIEGO

By Walter Hahn, Jr.
Assistant City Manager

MARINE PARK, dba SEA WORLD

By George D. Mallery, Pres.

By David M. DeMatte

KAI-KAI

By Shunichi Seino

I HEREBY APPROVE the form and legality of the foregoing Consent to Termination of Sublease, this 28th day of January, 1966.

EDWARD T. BUTLER,
City Attorney

By James P. McGowan, Jr.
James P. McGowan, Jr.,
Deputy City Attorney

186356

DOCUMENT NO. 675679
FILED SEP 1 1964
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSENT TO MODIFICATION OF SUBLEASE
Between Marine Park dba Sea World and Murata Pearl Company of California, Inc.

AND

AMENDMENT TO LEASE AGREEMENT
Between The City of San Diego and Marine Park dba Sea World

THIS AGREEMENT, executed this 27 day of August, 1964, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and MARINE PARK, a California corporation dba SEA WORLD, hereinafter called "MARINE PARK," WITNESSETH:

WHEREAS, CITY and MARINE PARK entered into a Lease Agreement, hereinafter called "Master Lease," dated July 16, 1963, copy of which Lease Agreement is filed in the office of the City Clerk as Document No. 658698; and

WHEREAS, MARINE PARK and MURATA PEARL COMPANY OF CALIFORNIA, INC., entered into a sublease agreement dated July 16, 1963, covering a portion of the premises leased to MARINE PARK by CITY under said Master Lease; and

WHEREAS, CITY consented to MARINE PARK'S entering into said sublease, a copy of which is filed in the office of the City Clerk as Document No. 659229, as set forth in Document No. 659310; and

WHEREAS, MURATA PEARL COMPANY OF CALIFORNIA, INC., originally proposed an expenditure of approximately $400,000 for construction of their exhibit on said premises leased from MARINE PARK; and

WHEREAS, MURATA PEARL COMPANY OF CALIFORNIA, INC., in order to develop the only exhibit of its kind outside Japan displaying Japanese culture, art, and the production of cultured pearls, desires to expend an additional amount up to approximately $800,000 for construction of said exhibit; and

WHEREAS, in order to finance the additional or expanded development of said exhibit, MURATA PEARL COMPANY OF CALIFORNIA, INC., desires to borrow from The Sumitomo Bank of California the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) to be used for said additional development of said exhibit; and

WHEREAS, as a condition to making of said loan, The Sumitomo Bank of California desires certain modifications to be made in said Master Lease and sublease; and

WHEREAS, MARINE PARK and MURATA PEARL COMPANY OF CALIFORNIA, INC., mutually desire to amend said sublease in order to permit MURATA PEARL COMPANY OF CALIFORNIA, INC. to obtain from The Sumitomo Bank of California a loan in the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) to be used for said expanded or additional development of the premises leased by MARINE PARK to MURATA PEARL COMPANY OF CALIFORNIA, INC.; and

WHEREAS, CITY desires to amend said Master Lease in order to permit MURATA PEARL COMPANY OF CALIFORNIA, INC. to obtain said loan from The Sumitomo Bank of California to be used for said expanded or additional development of said exhibit;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained,

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. CITY consents to MARINE PARK'S modifying that certain sublease agreement with MURATA PEARL COMPANY OF CALIFORNIA, INC., a copy of which Modification of Sublease is on file in the office of the City Clerk as Document No._____.

2. The consent of the CITY hereby given is expressly conditioned on the following:

(a) The Modification of Sublease shall not have the effect of reducing in any manner the rent due CITY from MARINE PARK. Rent due CITY from MARINE PARK shall be calculated as if the sublease agreement did not exist, and gross income under the terms of that Master Lease Agreement between CITY and MARINE PARK shall include all income by whomever earned on the premises.

(b) If any of the terms and conditions of the Modification to Sublease are inconsistent with, or contrary to any of the terms and conditions set forth in the Master Lease, or any existing or future amendments thereto, the latter shall govern, and the sublease agreement as modified disregarded.

3. The CITY does hereby consent and agree that MURATA PEARL COMPANY OF CALIFORNIA, INC. may encumber said sublease, leasehold estate and the improvements thereon, by deed of trust, mortgage, chattel mortgage, or other security type instrument to assure the payment of a promissory note or notes of the MURATA PEARL

COMPANY OF CALIFORNIA, INC. in the amount of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) to The Sumitomo Bank of California upon the expressed condition that the net proceeds of said loan received by MURATA PEARL COMPANY OF CALIFORNIA, INC. be devoted exclusively to the purpose of developing the Leased Premises, and for the primary purpose of constructing the facilities in accordance with the said Master Plan for the Leased Premises; however, a reasonable portion of the loan proceeds may be disbursed for, or applied to payment of incidental costs of such construction, including but not limited to any one or more, or all of the following: Off-site improvements for service of the Leased Premises; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums and reasonable loan costs, such as discounts, interest and commissions; also architectural, engineering and attorney's fees or such other normal expenses.

4. Further, the CITY does hereby consent and agree that The Sumitomo Bank of California shall have all rights and privileges, under the terms and conditions of the Master Lease, of a lender to MARINE PARK whose loan was approved by the CITY. Provided, however, said rights and privileges shall extend only to that portion of the Leased Premises subleased by MARINE PARK to MURATA PEARL COMPANY OF CALIFORNIA, INC.

IN WITNESS WHEREOF, this Consent to Modification of Sublease and Amendment to Lease Agreement is executed by the CITY, acting by and through the City Manager of said CITY, under and pursuant to Resolution No. 181212 authorizing such execution, and the MARINE PARK corporation has caused this Consent and Amendment to be executed, and its corporate name and seal to be affixed by the proper officers, the day and year first above written.

THE CITY OF SAN DIEGO

By K. D. Moore
Assistant to the City Manager

MARINE PARK

By George D. Millay - Pres

By David M. DeMotte
Sec-Treas.

I HEREBY APPROVE the form and legality of the foregoing Consent to Modification of Sublease and Amendment to Lease Agreement this 13th day of July, 1964.

EDWARD T. BUTLER, City Attorney

By Robert S. Trage
Chief Deputy

Mission Bay Park

MODIFICATION OF SUBLEASE

THIS AGREEMENT made and entered into this ____ day of March, 1964, by and between:

MARINE PARK CORPORATION, a California corporation, hereinafter referred to as MARINE PARK or as SUB-LESSOR;

MURATA PEARL COMPANY OF CALIFORNIA, a California corporation, hereinafter referred to as MURATA PEARL or as SUB-LESSEE;

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF SAN DIEGO, a corporation, hereinafter referred to as HOME FEDERAL;

and

THE SUMITOMO BANK OF CALIFORNIA, a California corporation, hereinafter referred to as SUMITOMO BANK.

WHEREAS, the CITY OF SAN DIEGO, as lessor, executed a lease (hereinafter referred to as the master lease) to MARINE PARK, as lessee, of certain premises consisting of approximately fifteen (15) acres situated in the Mission Bay Development, said lease being dated July 16, 1963, and recorded July 30, 1963, in the County of San Diego; and

WHEREAS, MARINE PARK, as sub-lessor, executed a sublease to MURATA PEARL, as sub-lessee, of part of the above-mentioned premises, said sublease being dated July 16, 1963, and recorded August 16, 1963, in the County of San Diego; and

WHEREAS, MARINE PARK, as trustor, executed a Deed of Trust to HOME FEDERAL, as beneficiary, to the leasehold interest of MARINE PARK in the above lease with the CITY OF SAN DIEGO, except that portion of the premises subleased to MURATA PEARL, said Deed of Trust being dated July 16, 1963, and recorded August 16,

1963, in the County of San Diego; and

WHEREAS, MARINE PARK, as assignor, executed an assignment of the sublease and of rents thereunder to HOME FEDERAL, as assignee, said assignment being dated July 16, 1963, and recorded August 16, 1963, in the County of San Diego; and

WHEREAS, MURATA PEARL desires to obtain a loan from SUMITOMO BANK in the sum of $300,000.00, and to execute a Deed of Trust to secure said loan; and

WHEREAS, as a condition to the making of said loan, SUMITOMO BANK desires certain modifications to be made in said lease and sublease for the benefit only of SUMITOMO BANK, its successors and assigns, and of anyone acquiring an interest in the leasehold estate pursuant to a foreclosure of or by trustee's sale under such Deed of Trust, and his successors and assigns;

NOW, THEREFORE, in order to induce SUMITOMO BANK to make the aforementioned loan to MURATA PEARL, and in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. This agreement shall be effective only upon the recording of the Deed of Trust securing the aforesaid loan as and when made by SUMITOMO BANK to MURATA PEARL, provided, however, that should the Deed of Trust not be recorded on or before July 16, 1973, this agreement shall be deemed cancelled as of such date, without further acts of the parties.

2. This modification is made for the sole benefit of SUMITOMO BANK and its successors and assigns, and of any other person acquiring an interest in or to the sub-leasehold estate pursuant to a foreclosure of or by trustee's sale under such Deed of Trust; provided, however, said successors and assigns or purchasers must first be approved by the CITY OF SAN DIEGO, as provided in said master lease and modification thereof.

3. This modification of said sublease, as hereinafter set forth, shall remain in effect only so long as there remains unpaid any indebtedness secured by said SUMITOMO BANK Deed of Trust, or if the leasehold of the sublease is sold pursuant to a foreclosure of or by trustee's sale under such Deed of Trust and the sub-lessee does not redeem therefrom or reacquire said leasehold, or if SUMITOMO BANK exercises any of its rights under paragraph 6 hereof, then, in that event, this modification shall continue for the remainder of the initial and any extended term of said sublease.

4. MARINE PARK hereby gives its written consent to the encumbering of or assignment of said sublease by such form of Deed of Trust containing such provisions as may be required by SUMITOMO BANK securing the loan in the amount set forth above, and further, MARINE PARK certifies and agrees that the sub-lessee, MURATA PEARL, under said sublease, is not now in default under any of the terms, covenants or conditions of said sublease.

5. MARINE PARK agrees to give SUMITOMO BANK written notice of any default by sub-lessee, and in no event shall the sublease terminate for any reason whatsoever without first giving SUMITOMO BANK notice of intention to terminate. Contrary to

Article XV of said sublease, the bankruptcy, bankruptcy act, insolvency, receivership proceedings, attachment, execution, other judicial process or sale by or against sub-lessee shall not automatically terminate the sublease, and all rights, privileges, license and interest thereunder shall not automatically terminate and revert to the sub-lessor. Instead of said automatic termination, written notice of said occurrences shall be given by MARINE PARK to SUMITOMO BANK, and SUMITOMO BANK shall have the right to cure said occurrences or default. It is the intention of the parties hereto that said occurrences shall be deemed as defaults and subject to cure by SUMITOMO BANK as hereinafter provided.

6. MARINE PARK shall not exercise any remedy available to it for default hereof by sub-lessee, including any occurrences mentioned in paragraph 5 above, unless and until MARINE PARK, as a condition precedent to such exercise, shall have given notice to SUMITOMO BANK, by registered mail or certified mail, postage prepaid, addressed as SUMITOMO BANK shall, from time to time, instruct MARINE PARK (or, in the absence of such instruction, addressed as shown on said Deed of Trust), which notice shall specify the nature and extent of said claimed default. Thereafter, SUMITOMO BANK shall have the right and power to cure said default in the manner hereinafter provided and thereby cause this sublease to remain in full force and effect.

(a) If said default be in the payment of rental, taxes, insurance premiums, amount claimed under mechanic's lien on the leased premises, or any other sum of money required to be paid by sub-lessee, said SUMITOMO BANK may pay the same to

MARINE PARK or other proper payee within sixty (60) days after the mailing aforesaid; if so paid, said default shall be cured and this sublease shall remain in full force and effect. If, after any such payment to MARINE PARK, sublessee pays the same to MARINE PARK, or in the event MARINE PARK waives default, MARINE PARK shall promptly refund said payment to said SUMITOMO BANK.

(b) If said default be other than specified in subparagraph (a) above, MARINE PARK shall not exercise any such remedy if:

(1) Within 60 days after the mailing aforesaid, said SUMITOMO BANK commences foreclosure (by judicial action or trustee's sale) of its mortgage or Deed of Trust; and such foreclosure be prosecuted with reasonable diligence; and within a reasonable time after foreclosure sale, the purchaser thereat cures such default, if said default is curable from both a feasible and practical standpoint, or if said default is not curable from a feasible and practical standpoint, or if default is impossible to cure, said default shall be incontrovertibly deemed cured upon such foreclosure sale; or

(2) As an alternative to foreclosure or trustee's sale proceedings, SUMITOMO BANK shall have

the absolute right to substitute itself to the estate of the sub-lessee hereunder and to commence performance of this sublease, and this lease shall not terminate if SUMITOMO BANK shall give notice in writing of its election to so substitute itself and commence performance within 60 days after service upon it of said written notice of default by MARINE PARK. In the event of the election by SUMITOMO BANK to substitute itself to sub-lessee's estate hereunder, MARINE PARK expressly consents to said substitution and authorizes SUMITOMO BANK to perform under this sublease with all the rights and privileges and duties of the original sub-lessee, subject to cure of the default or defaults by SUMITOMO BANK. In the event said default is not curable from a feasible and practical standpoint, or if impossible to cure, said default shall be incontrovertibly deemed cured upon the substitution of SUMITOMO BANK. SUMITOMO BANK may, thereafter, assign the sublease, and MARINE PARK hereby expressly consents thereto.

(3) Or, as an alternative to the above, SUMITOMO BANK shall have the right to enter into a new sublease with MARINE PARK for the unexpired portion of the initial or renewal term, under the same terms and conditions, including rentals and renewals, as the original sublease,

subject to the cure of said default or defaults by SUMITOMO BANK. In the event said default is not curable from a feasible and practical standpoint, or if impossible to cure, said default shall be incontrovertibly deemed cured upon the execution of a new lease. SUMITOMO BANK may, thereafter, assign the sublease, and MARINE PARK hereby expressly consents thereto.

(4) MARINE PARK agrees that should SUMITOMO BANK so acquire the leasehold by substitution, foreclosure sale, by a new lease as provided above, or otherwise, and thereafter should assign its interest in and to such leasehold estate to another, SUMITOMO BANK shall thenceforth be released from all liability for the payment, performance or observance of any and all obligations, agreements and conditions of said lease and for any default on or in connection with the leasehold estate.

7. All fire and extended coverage insurance on all property of an insurable nature belonging to sub-lessee, located upon the subleased premises, shall provide that any insurance proceeds resulting from a loss under said policy are payable jointly to SUMITOMO BANK and the named insured and to be held by SUMITOMO BANK for the following purposes: (1) As a trust fund to pay for the reconstruction, repair or replacement of the damaged or destroyed improvements in kind and scope, in progress payments as the work is performed, with any excess remaining after

completion of said work to be retained by SUMITOMO BANK and applied in reduction of the debt secured by such Deed of Trust with any excess remaining after full payment of said debt to be paid over to sub-lessee or sub-lessor as their interests may appear, or (2) in the event that this sublease is terminated in accordance with paragraph XVII of the said sublease and with the written consent of SUMITOMO BANK in lieu of restoration of premises, and said improvements are not reconstructed, repaired or replaced, the insurance proceeds shall be retained by SUMITOMO BANK to the extent fully to discharge the debt secured by the said Deed of Trust, and SUMITOMO BANK shall hold the balance thereof, without liability, to restore the premises to a neat and clean condition, and then for MARINE PARK and MURATA PEARL as their interests may appear.

8. MARINE PARK agrees that the curing of any default specified in the notice to SUMITOMO BANK by MARINE PARK, or the commencement of proceedings to cure such default or of foreclosure or trustee's sale proceedings pursuant to said Deed of Trust by SUMITOMO BANK, within the time provided for herein, shall effectively prevent a termination of the lease so long as SUMITOMO BANK, its successors or assigns, proceeds diligently as hereinbefore provided.

9. MARINE PARK and MURATA PEARL agree that so long as said Deed of Trust remains a lien upon the leasehold estate, said parties will not enter into any modification of the sublease whereby the rental under said lease will be increased or the term of the lease shortened, or the description of the demised premises changed, or the right to extend the term changed, or in which the obligations of the sub-lessee are increased without,

in each instance, obtaining the prior written consent of SUMITOMO BANK.

10. MURATA PEARL hereby designates and appoints SUMITOMO BANK as the Attorney-in-Fact to exercise the option to extend the term in behalf of MURATA PEARL as provided for in paragraph XXVIII of the said sublease, and MARINE PARK hereby consents to said appointment.

11. In the event of any taking or damage of all or any part of the subleased premises, or any interest therein, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise, or any transfer of all or any part of the subleased premises or any interest therein made in avoidance of an exercise of the power of eminent domain (all of the foregoing being hereafter referred to as "appropriation"), SUMITOMO BANK shall be entitled, to the extent fully to discharge the debt secured by the said Deed of Trust, to retain the entire award including, but not limited to, compensation, damages and interest made with respect to said appropriation representing the value of the said leasehold estate, including, but not limited to, the improvements thereon.

12. It is hereby acknowledged by all the parties hereto that the sublease and this modification is subject to all of the terms, conditions and provisions of said master lease, and that the right and privilege of SUMITOMO BANK to sell and assign the said sublease is subject to the prior approval of the CITY OF SAN DIEGO.

13. HOME FEDERAL hereby approves and consents to this

modification.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

MARINE PARK CORPORATION

By: _____

Its: _____

MURATA PEARL COMPANY OF CALIFORNIA

By: _____

Its: _____

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF SAN DIEGO

By: _____

Its: _____

THE SUMITOMO BANK OF CALIFORNIA

By: _____

K. Miwa

Its: Vice President & Manager

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT made and entered into this _____day of _____1964, by and between MARINE PARK CORPORATION, a California corporation, doing business under the name of SEA WORLD, as SUBLESSOR, hereinafter for simplicity referred to as "LESSOR", and Kai-Kai, as SUBLESSEE, hereinafter for simplicity referred to as "LESSEE", is entered into with respect to the following:

MARINE PARK CORPORATION is the lessee under a lease and contract with the City of San Diego in accordance with which Marine Park Corporation, occupies a parcel of real property consisting of approximately twenty-one (21) acres situated in the Mission Bay Development, City of San Diego. LESSEE hereunder, Kai-Kai acknowledges that they have reviewed the above referred to agreement between MARINE PARK CORPORATION and the City of San Diego and acknowledge and agree that this sublease agreement is subject to all of the terms, conditions and provisions of said lease agreement with the City of San Diego, including the City's right to approve or disapprove this agreement.

THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions herein contained, but subject to the requisite consents, approvals, terms and conditions of the lease dated July 16, 1963 by and between MARINE PARK CORPORATION and the City of San Diego (hereinafter referred to as the "Master Lease"), the parties hereto agree as follows:

I

DEMISE

LESSOR hereby demises and rents to LESSEE, and LESSEE hereby leases and

hires from LESSOR, the Premises delineated in red and marked Parcel 1 on the attached Plot Plan, which is the Master Plot of Marine Park's premises leased from the City of San Diego. Said Plot Plan is marked EXHIBIT "A", hereby incorporated in and made a part of this lease. Parcel 1 is hereinafter referred to as the "Premises".

II
TERM

The term of this lease, hereinafter referred to as "the Term" shall be the period of ten (10) years, commencing March 21, 1964 and expiring March 20, 1974.

III
RENT

Lessee shall pay to Lessor as rent for the Premises sums of money equal to fifteen percent (15%) of Lessee's gross receipts from retail sales on the Premises, provided, however, that Lessee agrees to pay a minimum annual rental of not less than $1,200.00.

The gross receipts from retail sales of Lessee upon the Premises is defined to mean and include all monies and other things of value received by, or paid to, Lessee, or to any other person, firm or corporation for the use, account or benefit, of Lessee, and all credit extended by Lessee, arising upon, out of or in connection with, transactions upon and/or from the Premises, excluding therefrom only the proceeds from sales of any items not held for sale in the ordinary course of business, all returns of merchandise by customers, and the amount of any retail sales tax.

Lessee shall, within ten (10) days after the end of each month, pay to the lessor a sum equal to fifteen percent (15%) of Lessee's gross receipts from retail sales for the month or (one hundred dollars) $100.00, whichever amount is larger. This payment will be accompanied by a full and complete statement setting forth in detail gross receipts from retail sales upon the Premises for each such month.

Lessee shall, within one (1) month after the close of each year of the Term, provide Lessor with a full and complete audited statement certified to by a Certified Public Accountant, setting forth in detail gross receipts from retail sales upon the Premises, and adjustments thereto, for each such year; and Lessee shall make at each such time the additional rental payments based upon fifteen percent (15%) of said gross receipts, if any should be due hereunder for such year.

Upon request by Lessor, Lessee shall provide Lessor with a copy of Lessee's combined State of California and local Sales and Use Tax Return for such lease year exactly in the form filed with the California State Board of Equalization and covering all sales upon or from the Premises.

Rental and other payments to be made hereunder shall, upon Lessor's receipt thereof, be free from all claims, demands or setoffs of any nature whatsoever against Lessor, and shall be the absolute and sole property of Lessor.

IV

USE OF PREMISES

Lessee shall have no right under this Lease to sell, give away or otherwise handle any souvenirs of Sea World. The word "souvenir" shall

mean any reminder or memento of Sea World including, but not limited to, reminders or mementos which bear the name "Sea World" or a portrayal, symbolization or representation of any component of, or item or structure in Sea World.

Lessee shall not use the Premises to sell, at retail or wholesale, or otherwise, any articles of merchandise of any kind whatsoever, except as specifically authorized in this Article IV, or as may be authorized by Lessor by a written supplement to this Lease.

Lessor shall have the unqualified and absolute right to restrict or forbid Lessee's selling or giving away of any item of merchandise or engaging in any activity if the same would or might encroach upon, or interfere with, or prejudice or unreasonably dilute, any right possessed by any other licensee or lessee of Lessor or any exhibitor in Sea World.

Lessee may sell Tahitian clothing, jewelry, curios, etc. similar to that merchandise sold in the Reef Restaurant in Long Beach, California.

plan it is necessary that Lessor retain control of all architecture and artistic design. Therefore, Lessee shall have no right to put or place any matter or thing on, nor to light, nor to otherwise use in any way the exterior surfaces or portions of the Premises. Anything in this agreement to the contrary notwithstanding, Lessor shall have the sole and complete right to design and make changes in and to all exterior surfaces and portions of the building upon the Premises.

V

OPERATION OF THE GIFT SHOP

The Gift Shop shall be conducted and operated upon the Premises on the following terms, conditions and limitations:

Lessee shall, within ten (10) days after the end of each month, pay to the lessor a sum equal to fifteen percent (15%) of Lessee's gross receipts from retail sales for the month or (one hundred dollars) $100.00, whichever amount is larger. This payment will be accompanied by a full and complete statement setting forth in detail gross receipts from retail sales upon the Premises for each such month.

Lessee shall, within one (1) month after the close of each year of the Term, provide Lessor with a full and complete audited statement certified to by a Certified Public Accountant, setting forth in detail gross receipts from retail sales upon the Premises, and adjustments thereto, for each such year; and Lessee shall make at each such time the additional rental payments based upon fifteen percent (15%) of said gross receipts, if any should be due hereunder for such year.

Upon request by Lessor, Lessee shall provide Lessor with a copy of Lessee's combined State of California and local Sales and Use Tax Return for such lease year exactly in the form filed with the California State Board of Equalization and covering all sales upon or from the Premises.

Rental and other payments to be made hereunder shall, upon Lessor's receipt thereof, be free from all claims, demands or setoffs of any nature whatsoever against Lessor, and shall be the absolute and sole property of Lessor.

IV

USE OF PREMISES

Lessee shall have no right under this Lease to sell, give away or otherwise handle any souvenirs of Sea World. The word "souvenir" shall

A. Lessee shall operate and manage the Gift Shop using its best efforts, skill and diligence, and shall employ and compensate all employees necessary for the operation and management thereof.

B. Lessee shall operate the Gift Shop during the usual hours Sea World is open to the public, except for such periods as Sea World may be closed for necessary repairs and maintenance.

C. Lessee shall, at its own expense, perform, or engage the services of Lessor for the performance of all maintenance, janitorial, pest control, repair, construction, and similar services not otherwise expressly provided for herein, which are reasonable necessary for the efficient, safe orderly and sanitary operation of the Gift Shop and/or the Premises.

D. Lessee shall conduct the Gift Shop and maintain the Premises in strict compliance with all applicable laws, rules, regulations and ordinances of any and all governmental authorities, and shall obtain all necessary permits, licenses and other consents for the operation of the Gift Shop.

E. At all times during the Term and until all claims and rights of Lessor shall have been fully ascertained, fixed and paid, Lessee shall keep separate and accurate daily records of its gross receipts from retail sales hereunder, showing in detail all business done or transacted in, about, from or in connection with, the Premises; and Lessee shall enter, as transactions occur, all receipts arising from such business in regular books of account kept by Lessee on the Premises for that purpose.

Lessee shall install a cash register or cash registers of a type approved by Lessor and shall register thereon all transactions made in, about or from the Premises, including transactions involving every type of gross receipts as hereinabove defined, and the tape of each such cash register shall be at all times accessible to Lessor. If business transacted at other places of business of Lessee shall be reflected in the books of account of Lessee, whether the same shall include gross receipts from retail sales or not, said books of account shall be kept in such manner that the business transacted at or from the Premises may be conveniently segregated from the business transacted by Lessee elsewhere.

F. Lessor, its officers, agents and employees, shall have the right, at reasonable times during business hours, to examine and inspect the books and other records of Lessee bearing upon, or connected with, the business of Lessee transacted hereunder, whether or not the same actually contain items of gross receipts from retail sales of Lessee hereunder. Lessee shall keep such books and other records on the Premises during the Term, and shall keep the same at a safe place off the Premises for a period of two (2) years following termination of this Lease.

VI

IMPROVEMENTS, ADDITIONS, ALTERATIONS

Lessee shall make no alterations, additions or improvements on or to the Premises or the furnishings or decor thereof without Lessor's prior written consent.

If Lessor shall have consented to any of such alterations, additions or improvements, then Lessee shall, not less than one (1) week prior to the commencement of any such work on the Premises, notify Lessor in writing of such commencement in order that Lessor may take appropriate action to protect its interests in connection therewith, including the posting of notices of non-responsibility. Lessee agrees that such notices may remain posted on the Premises until the acceptance of, and payment for, such work. To maintain Sea World's standards of architecture, design and decor, any such alteration, addition or improvements to which Lessor may have consented shall be performed by a contractor approved by Lessor.

VII

REPAIRS, MAINTENANCE, WASTE

Lessor shall be under no obligation whatever to make any replacements or repairs in, on, or in connection with, the Premises.

Lessee shall, at its own expense, and when reasonably necessary, repaint and repair any exterior signs identifying Lessee's , repaint fixtures and redecorate the Premises, and from time to time as their condition may require, replace fixtures, furnishings and decorations.

Lessee shall not commit or suffer to be committed any waste in, to or upon, the Premises.

VIII

UTILITIES, WATCHMAN

Lessee shall pay as and when the same become due, all charges for electricity, gas, light, water, power and other utilities accrued or payable in connection with the Premises or any use or occupancy thereof

during the term, if such utilities are separately metered to the Premises; but if such utilities are not so separately metered, Lessor shall provide at Lessor's cost such utilities which are not so separately metered and Lessee shall pay as rent in addition to the amount set forth in Article III hereof, a sum equal to Lessor's costs of any such utilities.

In providing said utilities, Lessor shall, at its expense, run electric power lines for lighting purposes up to the Premises, and if they should become necessary for the operation of the Gift Shop, Lessor shall, upon written request by Lessee, run water and gas lines to the Premises. Any changes to or relocation of points of supply at the Premises or any modification to the facilities which may be requested by or become necessary to accommodate changing or additional needs of Lessee shall be at Lessee's expense.

Electricity is not separately metered to the Premises, therefore, in accordance with this Article, electricity for lighting purposes shall be provided by Lessor and Lessee shall pay as rent, in addition to the amount set forth in Article III, the sum of twenty-five ($25.00) per month.

Lessor shall provide reasonable watchman services in Sea World. Lessor makes no warranties, guarantees or representations, and assumes no responsibilities or obligations whatsoever, in connection with such services. Such services will be provided only as a convenience for Lessee. Lessor shall have no liabilities that it would not have if such services were not provided.

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IX

ADVERTISING, PUBLICITY, SIGNS

Lessee may use the name and symbol of Sea World in the Gift Shop on its wrapping paper, paper bags, cartons and similar supplies incidental to the operation of the store, only in such a manner and form as may from time to time be authorized by Lessor in writing, and in connection with its printed advertising or publicity only as a part of a statement of the fact that Lessee conducts and operates the Gift Shop in Sea World.

Lessor shall have the right to make still photographs of, take motion pictures of, televise and otherwise reproduce in any manner it deems desirable, the Premises and the Gift Shop, or any portion thereof, including the Lessee's name, and may use any of the same at any time during the Term or thereafter for any purpose, commercial or otherwise. Any such use shall be in conformity with the standards of Sea World and in good taste. Lessee shall use its best efforts to obtain releases, clearances or other suitable instruments from any of its employees in Sea World to permit Lessor's full enjoyment of the right to make still photographs, motion pictures, television shows or to exercise other rights granted to Lessor hereinabove.

Lessee shall not sell, give away or display any merchandise or material whatsoever upon the Premises which embodies any character or personality or which is a facsimile or reproduction of the accouterments, clothing, garments or equipment of any character or personality from any motion picture, television film or comic strip, or any other character or personality, whether cartoon, fanciful or natural person.

X

INSURANCE

Lessee shall procure, and during all of the Term and during any additional period thereafter that Lessee is permitted to occupy the Premises, shall maintain in full force and effect an insurance policy or policies in protection of Lessor, its officers, agents, servants, employees and assigns, indemnifying, and holding them harmless from, for and against any loss or liability whatsoever resulting from personal injury, death, property damage or otherwise, arising or occurring upon, or in connection with, the Premises or by reason of Lessee's operation of the Gift Shop or its occupancy of the Premises.

The said policy or policies shall be written by a responsible insurance company or companies, satisfactory to Lessor, and shall have minimum liability limits of Two Hundred Thousand Dollars ($200,000) for personal injury or death of any one person in any one accident or event, and a Million Dollars ($1,000,000) for personal injury or death of two or more persons in any one accident or event, and a minimum amount of Fifty Thousand Dollars ($50,000) for damage to, or loss of, property resulting from one accident or event, and such shall contain a cross-liability endorsement and a provision that a written notice of cancellation or of any material change in said policy shall be delivered to Lessor at least thirty (30) days in advance of the effective date thereof. Lessee shall cause certificates of such insurance to be issued to Lessor within ten (10) days after issuance of such policies.

Lessee shall insure, for Lessor's benefit and account, the Premises and any additions, installations or fixtures thereon or added thereto, with standard fire and extended coverage insurance policies.

Lessee shall make provision for statutory Workmen's Compensation Insurance, Social Security, Unemployment Insurance, Unemployment Compensation Disability, and shall, upon request from Lessor, exhibit evidence thereof to Lessor.

XI

INDEMNITY OF LESSOR

Lessee shall protect, save and keep Lessor harmless and indemnify Lessor against and from any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever, arising directly or indirectly, out of, in connection with, or upon, the Premises, or the use or occupancy thereof, except any of the foregoing caused by the tortious, fraudulent, unlawful, or negligent conduct of Lessor.

XII

TAXES AND ASSESSMENTS

Lessor shall pay all taxes, assessments or levies against the land, (which term does not include improvements thereon) upon which the Gift Shop is situated. Lessee shall pay all other taxes and also all excises, licenses, permit fees and assessments or levies of whatsoever kind or nature which may be, or become, payable by reason of the use or occupancy of the Premises or the operation of the Gift Shop or by reason of any improvements or additions made to the Premises.

If any of the taxes, excises, licenses, permit fees, assessments or levies to be paid by Lessee are not separately assessed but are included

is an assessment against the land, Lessor may pay such assessment and Lessee shall reimburse Lessor therefor.

XIII

ACCESS OF LESSOR

Lessor, its agents and employees, shall have the right to enter upon and inspect all portions and parts of the Premises at any reasonable time, and from time to time, during the Term, and to attend to any other business which Lessor may have thereon and therein at such times. When, for any emergency reason, an entry upon the Premises is necessary and Lessee is not present to permit such entry, Lessor, its agents and employees may enter the Premises, using such means as may be reasonably necessary, without rendering Lessor or its representatives liable to any claim or cause of action for damages, and without in any manner affecting the obligations and covenants of this Lease. During such entry and in the making thereof Lessor shall accord reasonable care to Lessee's property.

XIV

TITLE TO TRADE FIXTURES, IMPROVEMENTS

Subject to the provisions of Article XX, upon the termination of this Lease Lessee, at its own expense, shall remove from the Premises all trade fixtures owned by Lessee, and restore the Premises to the same condition in which they were immediately before such fixtures were installed, ordinary wear and tear excepted. The only items which shall be considered trade fixtures are cash registers. Shelving and display cases shall not be considered trade fixtures.

XV

VEHICLE TRAFFIC, PARKING

Lessor shall have the right to regulate all traffic within Sea World including the operation and parking of vehicles of Lessee, its employees, invitees, licensees and patrons, and Lessor may promulgate, from time to time, regulations pertaining to the foregoing.

XVI

RULES AND REGULATIONS OF LESSOR

Lessee shall comply with and abide by, and shall cause its agents and employees to comply with and abide by, all reasonable rules and regulations Lessor may promulgate for the operation of Sea World, and shall comply with said rules and regulations as they may be amended, from time to time, by Lessor.

XVII

ASSIGNMENT, SUBLEASE, TRANSFER, LIEN

Lessee shall not have the right to sublet the whole or any part of the Premises or of the Gift Shop, nor to assign, transfer or encumber in whole, or in part, or in any manner, this Lease or any right, privilege, license or interest conferred hereby, to any person, firm or corporation whomsoever.

It is hereby acknowledged that Lessee is a partnership, organized and existing under and by virtue of the laws of the state of California. It is hereby agreed that any change in the ownership (whether by voluntary, involuntary, by operation of law or otherwise) of more than thirty three

and one-third per cent (33 1/3%) of the partnership as owned the date of the execution hereof, shall be deemed an assignment prohibited by this Article XVII, unless Lessor shall have given its prior written consent to such a change.

Neither this Lease, nor any right, privilege, license or interest conferred hereby, shall be transferable by operation of law, by reason of any bankruptcy, bankruptcy act, insolvency, receivership proceedings, attachment, execution or other judicial process by or against Lessee. In the event of the occurrence of any of the foregoing this Lease and all rights, privileges, licenses and interests hereby conferred shall immediately and automatically terminate and revert to Lessor.

Lessee shall not suffer or permit any lien to be imposed upon the Premises, or any part thereof, or upon any structures or improvements thereon. If such lien be imposed, however, Lessee shall cause it to be discharged promptly.

Lessor may assign or otherwise transfer this Lease or any of Lessor's rights hereunder at one time, or from time to time, and upon such assignment or transfer this Lease shall be binding upon, and inure to the benefit of, Lessor's successors and assigns, to the extent of the rights so assigned or transferred.

Lessor has heretofore had the right, and hereafter shall have the right, from time to time during the Term, to create mortgages, trust deeds, or other encumbrances against and upon the Premises, any improvements thereon or interests therein (except against and upon the personal property of Lessee). If such encumbrances were recorded prior to the date hereof, they are and shall be prior and superior to the interest of Lessee hereunder.

XVIII

DAMAGE, DESTRUCTION AND INACCESSIBILITY OF PREMISES

A. If that portion of the building in which the Premises are situated shall be destroyed or become damaged so as to become unusable and said building can, for the amount of net proceeds of all insurance procured and maintained by Lessor covering such damage or destruction, be repaired or restored to substantially the same condition in which it existed at the time of such destruction or damage, then Lessor shall, with reasonable diligence after receipt of the proceeds of said insurance, cause the building to be restored to substantially the same condition as it existed at the time of such destruction or damage. Minimum Rent payments shall abate during such time as the Premises are unusable as a result of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement.

If said building cannot, for the amount of the net proceeds of said insurance, be repaired and restored to substantially the same condition in which it existed at the time of such damage or destruction, then Lessor may, nevertheless but at its own election, cause said building to be so repaired and restored. In the event Lessor elects to so repair and restore, it shall with reasonable diligence proceed therewith. Rental Payments shall abate during such time as the Premises are unusable as a result of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement.

Lessor shall, in any event, within forty-five (45) days next following the occurrence of the event causing such damage or destruction, give Lessee written notice of its election to either repair and restore or not to repair and restore said building.

Lessee shall have fifteen (15) days after receipt of notice from Lessor electing not to repair and restore said building within which to serve written notice on Lessor that it has elected to pay or not to pay the difference between said insurance net proceeds and the cost of the repairing or restoring of said building. If Lessee elects to pay such difference this Lease shall remain in full force and effect, and Lessor shall, with reasonable diligence, commence the repair and restoration of said building. That portion of the cost thereof in excess of the aforesaid net proceeds of said insurance shall be payable by Lessee unto Lessor upon the latter's billing therefor which shall be made only after incurring obligation or liability therefor.

In the event that the proceeds of said insurance are not sufficient to repair and restore said building and Lessor shall elect not to cause said building to be repaired and restored and Lessee shall elect not to pay said difference, then this Lease shall terminate upon the expiration of said fifteen (15) days during which Lessee may give notice of its said election under the next preceding paragraph of this Article.

Should the said building be repaired and restored in accordance with this Article, Lessee shall proceed with reasonable diligence to repair and restore any portion of said building and the Premises, fixtures, equipment and interiors installed or constructed by it, all to the end that the exterior and interior of said building [illegible] restored to the same

condition and decor as existed at the time of the event causing such damage or destruction.

In any event Lessor shall not be responsible or under any obligation whatsoever for the restoration and/or repair of any portion of said building or of the Premises constructed or installed by Lessee or at Lessee's expense.

D. Should the Premises become inaccessible to the Public because of damage to, or destruction of, any part of Sea World or the buildings therein, other than that portion of the building in which the Premises are situated, Minimum Rental Payments shall abate during such time as the Premises remain so inaccessible because of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement, or for a period of one year, whichever is less. Should such inaccessibility continue in excess of sixty (60) days, Lessee may at its option, while such inaccessibility continues, terminate this Lease by giving Lessor fifteen (15) days written notice of such termination.

C. Lessor shall have the right, without obligation or liability to lessee in connection therewith, to establish, maintain, and from time to time alter, the schedule Sea World is to be open to the public; provided, however, that if Sea World shall be closed to the public for more than an aggregate of two hundred forty (240) days in any Lease year (exclusive of the number of days during which Sea World shall have been closed due to the occurrence of any damage to or destruction of Sea World, or due to inclement weather) then Lessee may, by giving five (5) days' written notice of its election so to do, terminate this Lease without further liability of either party to the other.

D. No compensation nor claim shall be payable by Lessor by reason of any interference, interruption or injury to business or for any other loss or liability arising out of the occurrence of any event of damage to, or destruction of, any portion of Sea World.

XIX

TERMINATION AND REENTRY

Lessor shall have the right, at its option, to terminate this Lease or reenter upon the Premises and take exclusive possession thereof with or without terminating this Lease upon the happening of any one or more of the following events:

A. In the event Lessee shall default in payment of any rent when due, or any portion thereof, or any other sum which Lessee is to pay to Lessor hereunder and such default shall continue for a period of thirty (30) days after Lessor shall have given written notice of such default to Lessee.

B. In the event Lessee shall use the Premises for any purpose, or for the conduct of any activities, other than as expressly permitted by this Lease and such use or activity shall continue for a period of ten (10) days after Lessor shall have given written notice to Lessee to desist from such use or activity.

C. In the event Lessee shall be in default with respect to, or shall breach, any of the terms or provisions of this Lease other than a default or breach referred to in Paragraph A. and B. of this Article, and such default or breach shall continue for thirty (30) days after Lessor shall have given Lessee written notice of such breach or default.

If Lessor terminates this Lease in accordance with the provisions of this Article, all improvements and fixtures located on the Premises at the time of such breach or default shall remain on the Premises and shall become the absolute property of Lessor unless Lessor requests Lessee to remove them. If Lessor requests Lessee to remove such improvements or fixtures, Lessee shall do so immediately at its own expense.

The remedies herein provided for shall not be exclusive, but shall be cumulative upon all other remedies.

Upon the expiration of the Term, or upon the termination or cancellation of this Lease for any reason prior to the expiration of the Term, Lessee shall peaceably and quietly quit, surrender and deliver up possession of the Premises to Lessor.

XX

NOTICES

Any notice required, or desired, to be given hereunder shall be deemed served if delivered either personally to an officer of the party to be served, or by depositing the same in the United States mail, in a sealed envelope with postage thereon prepaid, registered, addressed as follows:

If to Lessor, at 1720 South Shores Road, Mission Bay
San Diego, California

If to Lessee, at 1720 South Shores Road, Mission Bay
San Diego, California

or to such other address as the party to be served may direct by written notice to the other party.

XXI

TIME OF ESSENCE

Time is of the essence of this Lease.

XXII

ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties concerning the Premises and the Gift Shop. Neither party hereto has relied upon any statements or representations of the other, its agents, officers or employees, other than those contained herein. This agreement may not be modified except by a written instrument duly executed by the parties hereto.

XXIII

WAIVER

No waiver by either party hereto at any time, or from time to time, of a breach of any of the terms, conditions or covenants of this Lease shall be deemed to be a waiver of any subsequent breach of the same or any other terms, condition or covenant, nor establish any precedent upon which the other party may rely.

XXIV

SEVERABILITY

Should any term, provision, clause, article, condition or other portion of this Lease be held inoperative, invalid or void, such holding shall not affect any other term, provision, clause, article, condition or other portion of this Lease.

XXV

OPTION

Lessee shall have the option to extend this lease for an additional ten years under the same terms and conditions. In the event lessee wishes to exercise this option, written notice must be given to the Lessor thirty (30) days prior to the date of expiration of the original lease (March 20, 1974).

XXVI

COSTS AND ATTORNEYS' FEES

In the event either party shall bring an action to recover any sum due hereunder or for breach of any of the covenants, terms or conditions herein contained and obtains a judgment or decree in its favor, the Court may include in such judgment or decree, an award to the prevailing party for all its reasonable costs and expenses (whether or not taxable as such by law) including reasonable attorneys' fees, incurred by such prevailing party.

IN WITNESS WHEREOF, the parties hereto have hereunto set there hands the day and year first above written.

LESSEE: _____

By _____

Its _____

LESSOR: _____

By _____

Its _____

By _____

Its _____

SUBLEASE AGREEMENT

between

MARINE PARK CORP.,
a California corporation,

and

MURATA PEARL COMPANY OF CALIFORNIA, INC.,
a California corporation,

dated

July 16, ~~1962~~ 1963

SEE MODIFICATION OF SUBLEASE DATED 11/15/67

659229

SUBLEASE AGREEMENT

This Sublease Agreement made and entered into this day of , 1962, by and between MARINE PARK CORP., a California corporation, as SUBLESSOR, hereinafter for simplicity called "LESSOR", and MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation, as SUBLESSEE, hereinafter for simplicity called "LESSEE", is entered into with respect to the following:

MARINE PARK is the designated LESSEE under a contract with the City of San Diego whereby MARINE PARK shall occupy certain designated premises consisting of approximately fifteen (15) acres situated in the Mission Bay development. LESSEE hereunder, MURATA PEARL COMPANY, acknowledges that it has reviewed the above-referred to agreement between MARINE PARK and the City of San Diego and acknowledges and agrees that this agreement is subject to all of the terms, conditions and provisions of said agreement. MURATA PEARL COMPANY further acknowledges that no representations or warranties have been made by MARINE PARK as to the actions, approvals, consents or demands which have or may hereafter be made or given by the City of San Diego in connection with the activities proposed hereunder to be undertaken by MURATA PEARL COMPANY.

THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions herein contained, the parties hereto agree as follows:

I

Demise

LESSOR is the LESSEE under lease with the City of San Diego,

California, for a term of fifty (50) years of that parcel of real property described in EXHIBIT "A" upon which LESSOR is obliged to construct and shall operate a Marine Park, hereinafter called MARINE PARK.

Subject to the requisite consents and approvals and the terms, conditions and provisions of the Lease with the City of San Diego, (sometimes hereinafter referred to as the "Master Lease") a copy of which has been reviewed by LESSEE, LESSOR hereby subleases, demises and rents to LESSEE, and LESSEE hereby subleases and hires of and from LESSOR, the premises described and delineated on the Plot Plan which is attached hereto marked EXHIBIT "B", incorporated herein and made a part hereof. Said premises are designated "Premises" on EXHIBIT "B" and hereafter referred to as the Premises.

II

Term

The Term of this Lease, hereinafter referred to as "the Term", shall be a period of Ten (10) years, commencing on the day LESSEE shall take possession of the Premises for the commencement of construction of structures and improvements to be constructed by LESSEE. The precise day of commencement of the Term shall be set forth in a letter supplementing this Lease, acknowledged and accepted by the parties for the specific purpose of establishing the commencement date of the Term.

III

Rent

LESSEE shall pay to LESSOR as rent for the Premises sums of money as follows:

During each of the first three (3) years of the Term LESSEE

shall pay to LESSOR at the times and in the manner hereinafter set forth a sum equal to 9.25% of the total gross sum received by LESSEE from fifty (50) cent adult admissions and 11~~-1~~% of the total gross sum received by LESSEE from twenty-five (25) cent child admissions. (The foregoing percentages are computed on the following basis: 2 1/2% of the first thirty-five (35) cents of each fifty (50) cent adult admission plus 25% of the remaining fifteen (15) cents of each fifty (50) cent adult admission and 2 1/2% of the first fifteen (15) cents of each twenty-five (25) cent child's admission plus 25% of the remaining ten (10) cents of each twenty-five (25) cent child's admission.)

For each year of the Term commencing with the fourth year and continuing through the tenth year of the Term LESSEE shall pay to LESSOR a sum equal to five (5) cents per square foot for each square foot of property within the Premises and in addition thereto shall at the times and in the manner hereinafter set forth, pay to LESSOR a sum equal to 11.35% of the total gross sum received by LESSEE from fifty (50) cent adult admissions and 13.3% of the total gross sum received by LESSEE from twenty-five (25) cent child admissions. (The foregoing percentages are computed on the following basis: 5 1/2% of the first thirty-five (35) cents of each fifty (50) cent adult admission, plus 25% of the remaining fifteen (15) cents of each fifty (50) cent adult admission and 5 1/2% of the first fifteen (15) cents of each twenty-five (25) cent child's admission plus 25% of the remaining ten (10) cents of each twenty-five (25) cent child's admission.)

In addition to the foregoing sums LESSEE shall during each of the first three (3) years of the Term pay to LESSOR, at the times and in the manner hereinafter set forth, seven percent (7%) of LESSEE'S gross receipts from the sale of gift merchandise upon the Premises;

during the fourth and fifth years LESSEE shall for each such year pay to LESSOR ten percent (10%) of LESSEE'S gross receipts from the sale of gift merchandise; and commencing with the sixth year of the Term and continuing through the remainder of the Term and through the optional renewal period LESSEE shall for each such year pay to LESSOR eleven percent (11%) of LESSEE'S gross receipts from the sale of gift merchandise.

On or before the first day of the fourth year of the Term and of each and every other year of the Term, LESSEE shall pay to LESSOR the annual rental for such year based upon five (5) cents per square foot within the Premises. LESSEE shall, within two (2) weeks after the close of each and every month during the lease year, pay to LESSOR a sum equal to the applicable percentages of LESSEE'S gross receipts from admission and sales during each such month of the lease year. This payment will be accompanied by a full and complete statement setting forth in detail gross receipts from admissions and sales upon the Premises for each such month.

It is mutually agreed that initially and throughout the Term unless and until the parties shall mutually agree to the contrary that the admission to be charged for entrance into the aqua show to be conducted upon the Premises shall be the sum of fifty cents ($0.50) for adults, twenty-five cents ($0.25) for children between the ages of seven (7) and thirteen (13) years, children under the age of seven (7) years to be admitted free. In the event such admission rates are increased LESSEE shall, in addition

to other sums herein provided to be paid by LESSEE to LESSOR as rent, pay to LESSOR a sum equal to twenty-five percent (25%) of the increment of the increase in such admission rates over the fifty cents ($0.50) and twenty-five cents ($0.25) herein provided for.

In the event LESSOR'S rent under the master lease with the City of San Diego shall, at any time during the Term be increased for any reason, the annual rent based on five (5) cents per square foot of property within the Premises as provided in this Article to be paid by LESSEE, shall be increased by the same percentage of increase as was LESSOR'S rent increased.

Rental and other payments to be made hereunder shall, upon LESSOR'S receipt thereof, be free from all claims, demands or set-offs of any nature whatsoever against LESSOR, and shall be the absolute and sole property of LESSOR.

The gross receipts from admission and sales of LESSEE shall include, but not be limited to, all monies and other things of value received by or paid to LESSEE, or any successor in interest of LESSEE'S or for the use, account or benefit of LESSEE, or such successor which receipts arise upon, out of, or in connection with transactions upon or from the Premises, excluding therefrom only proceeds from sales of any items not held for sale in the ordinary course of business; provided, however, that in determining such gross receipts there shall not be included therein the amount of any retail sales or federal excise tax.

LESSEE shall within two (2) weeks after the end of each month

throughout the Term provide LESSOR with a full and complete statement setting forth in detail the gross receipts from admissions and sales for such month and at that time pay to LESSOR the percentage rental payments due for such month. In addition to the monthly statement above-referred to LESSEE shall provide LESSOR with a full and complete audited statement, certified to by a certified public accountant, or by an authorized officer of LESSEE, setting forth in detail gross receipts from admissions and sales for the year, including all adjustments, within one month after the close of each year of the Term of this Lease, and shall make at that time any adjustments in the rental payments, if any, for each such yearly period. In lieu of LESSEE'S providing LESSOR with the yearly certified statement of gross receipts from sales, LESSEE shall at LESSOR'S election provide LESSOR with copies of LESSEE'S combined State of California and local sales and use tax returns for such year exactly in the form filed with the California State Board of Equalization and covering all sales upon or from the Premises.

LESSEE shall install a cash register or cash registers of a type approved by LESSOR and shall register theron every transaction made in, about or from the Premises, including transactions involving every type of gross receipts as hereinabove defined, and the tape of each such cash register shall be at all times accessible to LESSOR. If business transacted at other places of business of LESSEE shall be reflected in the books of account of LESSEE, whether the same shall include gross receipts from retail sales or not, said books of account shall be kept in such manner that the business transacted at or from the Premises may be conveniently segregated from the

business transacted by LESSEE elsewhere.

LESSOR, its officers, agents and employees, shall have the right, at reasonable times during business hours, to examine and inspect the books and other records of LESSEE bearing upon or connected with the business of LESSEE affected by this Lease, whether the same actually contained items of gross receipts from retail sales of LESSEE or not. LESSEE will keep such books and other records on the Premises during the term of this Lease, and will keep the same at a safe place off the Premises for a period of two (2) years following termination of this Lease.

IV

Use of the Premises

LESSEE shall use the Premises only for the purpose of constructing, operating and maintaining thereon the following:

(1) A diving tank so constructed as to permit the public to view the underwater activity, which tank shall be used for the purpose of presenting an aqua show and pearl diving exhibition,

(2) An exhibit demonstrating pearl culture,

(3) A gift shop for the sale only of pearls and products utilizing LESSEE'S pearls,

(4) A Japanese garden,

together with appurtenant facilities. All of the foregoing shall be used for the primary purpose of presenting a show featuring an aqua show with underwater activity and diving, to be produced by LESSEE at LESSEE'S expense but subject to LESSOR'S approval as to its content, scheduling length of show, costumes and other facets of its

production. The show shall be for the further purpose of publicizing and advertising LESSEE'S products as well as being entertaining and educational.

LESSOR shall at its expense prepare for LESSEE a Plot Plan and Layout of the Premises and structures to be constructed by LESSEE, together with preliminary plans and sketches. LESSEE shall at its expense prepare all necessary detailed working drawings.

LESSEE shall, at its expense, construct all buildings and make all improvements and install all fixtures and facilities necessary for the presentation of the show, operation of the gift shop, Japanese Garden and operation and maintenance of the exhibit. All plans and the specifications therefor shall be subject to the approval of LESSOR, and in strict compliance with the requirements of the City of San Diego as prescribed in the Master Lease.

As a part of the consideration for LESSOR'S entering into this agreement and holding the Premises available for LESSEE'S use, LESSEE agrees that it shall, within sixty (60) days after execution of this Sublease, deposit in an escrow account with The Sumitomo Bank of California, Los Angeles Branch, 101 South San Pedro Street, Los Angeles, California, the sum of $50,000. as a bond to secure LESSEE'S obligation hereunder to construct the improvements herein provided. Such Escrow holder shall hold the deposit under instructions to pay such sum to LESSOR as consideration for LESSOR'S making the Premises available to LESSEE and for LESSOR'S preparing the preliminary drawings and sketches for LESSEE'S use in the event, but only in the event, LESSEE does not within 90 days after LESSOR commences construction of MARINE PARK, commence construction of the improvements

and facilities to be constructed and installed upon the Premises by LESSEE; such sum shall be paid to LESSOR, and the Escrow holder shall be instructed to pay such sum to LESSOR by forwarding to LESSOR its check in the sum of $50,000., less escrow charges, payable to MARINE PARK CORP., 6691 Paramount Boulevard, Long Beach, California, if the Escrow holder does not on or before the expiration of 110 days after the date designated as the date LESSOR has commenced construction of MARINE PARK, receive a statement signed by LESSEE and LESSOR advising Escrow holder that LESSEE has commenced construction. Escrow holder shall be further instructed that in the event it does receive a statement that LESSEE has commenced construction, that it shall retain said sum until likewise advised that the sum shall be released to LESSEE. Such sum shall be released to LESSEE if and when it has expended the minimum sum of $100,000. as hereinafter set forth.

LESSEE agrees that it shall, in the initial construction of the improvements to be set forth in the preliminary plans and sketches to be prepared by LESSOR for LESSEE'S use, expend a minimum sum of $100,000.00 for labor and materials. Such improvements shall be commenced and shall proceed with all due diligence to the end of completing the same by the date scheduled for the opening of MARINE PARK to the public.

LESSEE shall not use the Premises for the sale of any food or beverages and shall not sell or display items of merchandise other than those herein referred to.

LESSOR hereby agrees that it shall not give authorization to any other producer, distributor or party engaged in the pearl business to sell, advertise, publicize or display its pearls, pearl jewelry

or oysters within MARINE PARK; nor shall LESSOR give any other participant within MARINE PARK authorization to sell, or display pearls, pearl jewelry or oysters within MARINE PARK.

V

Operation of the Show and Exhibit

The Show and Exhibit shall be conducted and operated upon the Premises on the following terms, conditions and limitations:

A. LESSEE shall operate and manage the Show and Exhibit using its best efforts, skill and diligence, and shall employ and compensate all employees necessary for the operation and management thereof.

B. LESSEE shall operate the Show and Exhibit during the usual hours MARINE PARK is open to the public, except for such periods as the Show and Exhibit may be closed for necessary repairs and maintenance.

C. LESSEE shall, at its own expense, perform, or engage the services of LESSOR for the performance of all maintenance, janitorial, pest control, repair, and similar services not otherwise expressly provided for herein, which are reasonably necessary for the efficient, safe, orderly and sanitary operation of the Show and Exhibit and of the Premises. In the event LESSEE engages the services of LESSOR to perform such services LESSOR agrees that for such services it shall charge LESSEE therefor a sum equal to its costs.

D. LESSEE shall conduct the Show and Exhibit and maintain the Premises in strict compliance with all applicable laws, rules,

regulations and ordinances of any and all governmental authorities, and shall obtain all necessary permits, licenses and other consents for the operation of the Show, Exhibit and Gift Shop.

E. In the event LESSOR shall devise and use an admission medio or script covering admission to MARINE PARK and to the attractions within MARINE PARK at a discounted price LESSEE agrees that it shall participate in such admission plan and the discount allowed for other admissions shall likewise apply to LESSEE'S attractions.

VI

Improvements, Additions, Alterations

LESSEE shall make no alterations, additions or improvements on or to the exterior surfaces or portions of the Premises or the furnishings or decor thereof without the prior written consent of LESSOR.

If LESSOR shall have consented to any of the foregoing then LESSEE shall, not less than one (1) week prior to the commencement of any work of construction, alteration, improvement or repair on the Premises, notify LESSOR in writing of such commencement, in order that LESSOR may take appropriate action in connection therewith, including posting of notices of nonresponsibility. LESSEE agrees that such notices may remain posted on the Premises until the acceptance of and payment for such work.

VII

Repairs, Maintenance, Waste

LESSEE shall, at its own expense, and when reasonably necessary, redecorate and paint fixtures and the interior of the Premises, replace worn fixtures, furnishings or decorations from time to time as their

condition may require.

LESSEE shall not commit or suffer to be committed any waste in, to or upon the Premises.

LESSOR shall be under no obligation whatever to make any replacements or repairs in, on or in connection with the Premises.

VIII

Utilities, Watchmen

LESSEE shall pay, as and when the same become due, all electric, gas, light, heat, power, and other utility charges accrued or payable in connection with the Premises or any use or occupancy thereof during the Term of this Lease, if such utilities are separately metered to the Premises; if such utilities are not so separately metered, LESSEE shall pay as rent in addition to the amounts set forth in Article III, an amount equal to LESSOR'S costs, and LESSOR shall provide such utilities which are not so separately metered.

LESSOR shall run water and electric power lines and facilities to the Premises and shall run sewer to a point within one hundred (100) feet of the Premises and any other utilities up to the Premises. LESSEE shall pay, at its own expense, charges for running sewer and other utility lines and facilities from such point of supply to the place of use, and for installation of, changes to, and relocation of points of supply of all utility lines, systems or facilities, including, without limiting the generality thereof, sewer, water, electric power, gas and telephone lines, facilities and systems.

LESSOR shall provide watchman services in MARINE PARK. LESSOR makes no warranties, guarantees or representations, and assumes no responsibilities or obligations whatsoever, in connection with such

services. Such services will be provided only as a convenience for LESSEE. LESSOR shall have no liabilities that it would not have if such services were not provided.

IX

Insurance

LESSEE shall procure, and throughout the period of this lease and during any additional period that LESSEE is permitted to occupy the Premises, shall maintain in full force and effect an insurance policy or policies in protection of LESSOR, its officers, agents, servants, employees and assigns, indemnifying, and holding them harmless from, for and against any loss or liability whatsoever resulting from personal injury, death, property damage or otherwise, arising or occurring upon or in connection with the Premises or by reason of LESSEE'S operation of the Display or its occupancy of the Premises.

The said policy or policies shall be written by a responsible insurance company or companies, satisfactory to LESSOR, and shall have minimum liability limits of Two Hundred Thousand Dollars ($200,000) for personal injury or death of any one person in any one accident or event, and Four Hundred Thousand Dollars ($400,000.) for personal injury or death of two or more persons in any one accident or event, and a minimum amount of One Hundred Thousand Dollars ($100,000.) for damage to or loss of property resulting from one accident or event; shall contain cross-liability endorsement and a provision that a written notice of cancellation or of any material change in said policy shall be delivered to LESSOR thirty (30) days in advance of the effective date thereof. LESSEE shall cause certificates of such insurance to be issued to LESSOR within

ten (10) days after issuance of such policies.

LESSEE shall insure for LESSOR'S benefit and account, the premises and any additions, installations or fixtures thereon or added thereto, with standard fire and extended coverage insurance policies.

X

Taxes and Assessments

LESSOR shall pay all taxes, assessments or levies against the land upon which the Exhibit is situated. LESSEE shall pay all other taxes in connection with the Premises and Exhibit including all taxes, excises, licenses, permit fees and assessments or levies of whatsoever kind or nature against the Premises, all improvements and additions thereto, whether deemed in law or otherwise herein as real property or not, and any other thing or matter thereon or in connection with the operation of LESSEE'S business or the occupancy of the Premises by LESSEE.

XI

Access of Lessor

LESSOR, its agents and employees, shall have the right to enter upon and inspect all portions and parts of the Premises at any reasonable time and from time to time during the Term of this Lease, and to attend to any other business which LESSOR may have thereon and therein at such times. When, for any emergency reason, an entry is necessary hereunder, if LESSEE is not present to permit such entry, LESSOR, its agents and employees, may enter the Premises, forcibly or otherwise, without rendering LESSOR or its representatives liable to any claim or cause of action for damages, and without in any manner

affecting the obligations and covenants of this Lease. During such entry the LESSOR shall accord reasonable care to LESSEE'S property.

XII

REMOVAL OF IMPROVEMENTS

At the expiration or prior termination of this Sublease Agreement improvements to the premises installed by LESSEE during or prior to the commencement of the Term shall become the property of LESSOR. LESSEE shall have no obligation to remove the improvements or fixtures installed by LESSEE upon the Premises.

LESSEE shall, however, at the expiration or prior termination of this Sublease remove from the premises all moveable items of personal property belonging to or used by LESSEE in conducting its activities upon the Premises.

XIII

VEHICLE TRAFFIC, PARKING

LESSOR shall have the right to regulate all traffic within MARINE PARK including the operation and parking of vehicles of LESSEE, its employees, invitees, licensees and patrons, and LESSOR may promulgate, from time to time, regulations pertaining to the foregoing.

XIV

RULES AND REGULATIONS OF LESSOR

LESSEE shall comply with and abide by, and shall cause its agents and employees to comply with and abide by, all reasonable rules and regulations LESSOR may promulgate for the operation of MARINE PARK and shall comply with said rules and regulations as they may be amended, from time to time, by LESSOR.

XV

Assignment, Sublease, Transfer, Lien

LESSEE shall not have the right to sublet the whole or any part of the Premises or the Exhibit, nor, except that it may assign monies becoming due to it hereunder, to assign, transfer or encumber in any manner this Lease or any right, privilege, license or interest conferred hereby, in whole or in part, to any person, firm or corporation whomsoever; provided, however, that nothing herein shall be construed to prevent LESSEE from contracting with any party for the construction, furnishing, repair or maintenance of the Exhibit.

Neither this Lease, nor any right, privilege, license or interest conferred hereby, shall be transferable by operation of law, by reason of any bankruptcy, bankruptcy act, insolvency, receivership, receivership proceedings, attachment, execution, other judicial process or sale by or against LESSEE. In the event of the occurrence of any of the foregoing this Lease and all rights, privileges, license and interest hereby conferred shall immediately and automatically terminate and revert to LESSOR.

LESSEE shall not suffer or permit any lien for work or materials to be imposed upon the Premises or any part thereof, or upon any structures or improvements thereon. If such lien be imposed, however, LESSEE shall cause it to be discharged promptly; provided, however, if LESSEE desires, it may thereafter contest the legal validity thereof. LESSEE shall indemnify LESSOR for any loss, expenses or costs, if any, in connection with any such lien or the enforcement thereof.

LESSOR may assign or otherwise transfer this Lease or any portion hereof at one time or from time to time, and upon such assignment

or transfer this Lease shall be binding upon and inure to the benefit of LESSOR'S successors and assigns.

XVI

Indemnity of Lessor

LESSEE will protect, save and keep LESSOR harmless and indemnify LESSOR against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses or liabilities of any kind or nature whatsoever arising directly or indirectly, out of, in connection with or upon the Premises, or the use or occupancy thereof, except any of the foregoing caused by the tortious, fraudulent, unlawful or negligent conduct of LESSOR.

XVII

Damage, Destruction and Inaccessibility of Premises

A. If that portion of the building in which the Premises are situated shall be destroyed or become damaged so as to become unusable and said building can, for the amount of net proceeds of all insurance

procured and maintained by LESSOR covering such damage or destruction be repaired or restored to substantially the same condition in which it existed at the time of such destruction or damage, then LESSOR shall, with reasonable diligence after receipt of the proceeds of said insurance, cause the building to be restored to substantially the same condition as it existed at the time of such destruction or damage. Minimum Rent payments shall abate during such time as the Premises are unusable as a result of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement.

LESSOR shall, in any event, within forty-five (45) days next following the occurrence of the event causing such damage or destruction, give LESSEE written notice of its election to either repair and restore or not to repair and restore said building.

If said building cannot, for the amount of the net proceeds of said insurance, be repaired and restored to substantially the same condition in which it existed at the time of such damage or destruction, then LESSOR may, nevertheless but at its own election, cause said building to be so repaired and restored. In the event LESSOR elects to so repair and restore, it shall with reasonable diligence proceed therewith. Rental Payments shall abate during time as the Premises are unusable as a result of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement.

LESSEE shall have fifteen (15) days after receipt of notice from LESSOR electing not to repair and restore said building within

which to serve written notice on LESSOR that it has elected to pay or not to pay the difference between said insurance net proceeds and the cost of the repairing or restoring of said building. If LESSEE elects to pay such difference this Lease shall remain in full force and effect, and LESSOR shall, with reasonable diligence, commence the repair and restoration of said building. That portion of the costs thereof in excess of the aforesaid net proceeds of said insurance shall be payable by LESSEE unto LESSOR upon the latter's billing therefor which shall be made only after incurring obligation or liability therefor.

In the event that the proceeds of said insurance are not sufficient to repair and restore said building and LESSOR shall elect not to cause said building to be repaired and restored and LESSEE shall elect not to pay said difference, then this Lease shall terminate upon the expiration of said fifteen (15) days during which LESSEE may give notice of its said election under the next preceding paragraph of this Article.

Should the said building be repaired and restored in accordance with this Article, LESSEE shall proceed with reasonable diligence to repair and restore any portion of said building and the Premises, fixtures, equipment and interiors installed or constructed by it, all to the end that the exterior and interior of said building shall be restored to the same condition and decor as existed at the time of the event causing such damage or destruction.

In any event LESSOR shall not be responsible or under any obligation whatsoever for the restoration and/or repair of any portion

of said building or of the Premises constructed or installed by LESSEE or at LESSEE'S expense.

B. Should the Premises become inaccessible to the public because of damage to, or destruction of, any part of MARINE PARK or the buildings therein, other than that portion of the building in which the Premises are situated, Minimum Rental Payments shall abate during such time as the Premises remain so inaccessible because of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement, or for a period of one year, whichever is less. Should such inaccessibility continue in excess of sixty (60) days, LESSEE may at its option, while such inaccessibility continues, terminate this Lease by giving LESSOR fifteen (15) days written notice of such termination.

C. LESSOR shall have the right, without obligation or liability to LESSEE in connection therewith, to establish, maintain, and from time to time alter, the schedule MARINE PARK is to be open to the public; provided, however, that if MARINE PARK shall be closed to the public for more than an aggregate of one-hundred twenty (120) days in any Lease year (exclusive of the number of days during which MARINE PARK shall have been closed due to the occurrence of any damage to or destruction of MARINE PARK, or due to inclement weather) then LESSEE may, by giving five (5) days' written notice of its election so to do, terminate this Lease without further liability of either party to the other.

D. No compensation nor claim shall be payable by LESSOR by reason

of any interference, interruption or injury to business or for any other loss or liability arising out of the occurrence of any event of damage to, or destruction of, any portion of MARINE PARK.

XVIII

Reentry

In the event LESSEE shall be in default in the performance of any important and substantial provision of this Lease, LESSOR may, at its option, after thirty (30) days' written notice of such default to LESSEE and while said default continues, cancel and terminate this Lease, and all improvements and fixtures located on the Premises at the time of such violation or default shall remain on said Premises and become the absolute property of LESSOR, unless LESSOR requests LESSEE to move them, or any part thereof, in which event the same shall be removed by LESSEE, at LESSEE'S expense, immediately. If LESSOR does not so terminate this Lease, LESSEE shall remain liable for and shall pay to LESSOR until this Lease would otherwise have been paid hereunder, less the avails of re-letting, if any, and said equivalent shall be payable by LESSEE to LESSOR at the time and times specified in this Lease for the payment of rent with respect to the periods involved.

The remedy herein provided for shall not be exclusive but shall be cumulative upon all other remedies, legal or equitable in nature.

Upon the expiration of the Term, or upon the sooner termination or cancellation of this Lease for any reason whatsoever Lessee will peaceably and quietly quit, surrender, and deliver up possession of the Premises to LESSOR.

XIX

Notices and Local Agent of Lessee

Any notice required, or desired, to be given hereunder shall be deemed served if delivered either personally to an officer of the party to be served, or by depositing the same in the United States mail, in a sealed envelope with postage thereon prepaid, registered, addressed as follows:

If to LESSOR,

If to LESSEE, at

or to such other address as the party to be served may direct by written notice to the other party.

LESSEE shall designate an agent in the State of California authorized to receive service of process and other notices under this Lease and shall notify LESSOR in writing of the name and address of such agent.

A representative of LESSEE, designated as its local manager or agent shall be present upon the Premises during normal business hours.

XX

Lessor's Approval of Show

LESSEE and LESSOR acknowledge the desirability and necessity of the Show to be produced and presented by Lessee being of the highest attainable standards, presented in good taste and entertaining to guests of all ages. LESSEE has been advised and understands the obligations of LESSOR to the City of San Diego and the degree of influence and control to be exercised by the City in the activities to be conducted within the Mission Bay development and MARINE PARK. Therefore, both LESSEE and LESSOR agree that should either at any

time during the Term advise the other of its desire that independent consultants be consulted for advice and suggestions in changing, or enhancing the Show that a Board consisting of three experienced showmen shall be selected by the parties who shall together with a representative of LESSEE and LESSOR shall constitute a panel with the full authority and the responsibility of producing the Show in keeping with the standards they shall prescribe. Each member of the panel shall have one vote in decisions made by it and the vote of the majority shall be controlling. Compensation, if any, to the three independent members of the panel shall be shared equally with LESSEE and LESSOR. Once appointed the panel shall have a tenure of at least one year before being disbanded, unless mutually agreed by LESSEE and LESSOR to the contrary.

If created LESSEE agrees to accept and institute the recommendations of such panel in producing the show.

XXI

Agreement Not to Enter into Competitive Business

LESSEE agrees that it shall not during the time it is in occupancy of the Premises, directly or indirectly through agents, distributors, subsidiary companies or otherwise engage in the operation of a business within San Diego County, California, which is competitive with the Gift Shop it operates upon the Premises for the retail sale of its pearls or jewelry or other products utilizing its pearls.

XXII

Time of Essence

Time is of the essence of this Lease.

XXIII

Entire Agreement

This Lease constitutes the entire agreement between the parties concerning the Premises. Neither party hereto has relied upon any statements or representations of the other, its agents, officers or employees, other than those contained herein. This agreement may not be modified except by a written instrument duly executed by the parties hereto.

XXIV

Waiver

No waiver by eitherparty hereto at any time, or from time to time, of a breach of any of the terms, conditions or covenants of this Lease shall be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant, nor establish any precedent upon which the other party may rely.

XXV

Separability

Should any term, provision, clause, article, condition or other portion of this Lease be held inoperative, invalid or void, such holding shall not affect any other term, provision, clause, article, condition or other portion of this Lease.

XXVI

Costs and Attorneys' Fees

In the event either party shall bring an action to recover any sum due hereunder or for breach of any of the covenants, terms or conditions herein contained and obtains a judgment or decree in its favor, the Court may include in such judgment or decree an award to the prevailing party for all its reasonable costs and expenses (whether

or not taxable as such by law) including reasonable attorneys' fees, incurred by such prevailing party.

XXVII

OPERATION OF JAPANESE TEAHOUSE

LESSOR agrees that in addition to the other purposes for which LESSEE may use the Premises, LESSEE may construct, operate and maintain on the Premises a Japanese Teahouse (hereinafter referred to as "The Teahouse") wherein LESSEE shall serve only Japanese tea, together with an appropriate type of cookie or cracker, and may display and sell Japanese flowers and floral arrangements.

The Teahouse shall, except as expressly provided to the contrary in this Article XXVII, be constructed, operated and maintained on the same terms and conditions as are applicable to other activities of LESSEE upon the Premises.

The terms and conditions hereof, specifically, applicable to the Teahouse are as follows: LESSEE shall at its expense construct and equip the buildings and facilities necessary for the operation of The Teahouse in strict compliance with other provisions of this Sublease Agreement applicable to other facilities to be constructed by LESSEE. The layout and preliminary plans of The Teahouse shall be included in those prepared by LESSEE for other building and improvements. It is mutually understood and agreed that The Teahouse shall be a separate activity, for purposes of attending to its operation, shall be independent of the other facilities and activities referred to in Article IV of this Sublease Agreement.

As and for rent for the Premises occupied by the Teahouse and as consideration for the privilege of operating the Teahouse within MARINE PARK, LESSEE agrees to pay to LESSOR an annual rental in a

sum equal to 40% of the net profits from the operation of the Teahouse during each year of the first ten (10) years of the Term and 50% of the net profits derived from the operation of The Teahouse during each year of the optional Term commencing with the 11th year of LESSEE'S occupancy of the Premises.

LESSEE shall keep and maintain records covering the operation of The Teahouse in accordance with the provisions of Article III hereof and shall within 30 days after the expiration of each year of the Term provide LESSOR with statements as provided in Article III and shall at that time pay to LESSOR the sums then determined to be due LESSOR as Rent.

The Term "Net Profits" as used in this Article shall be defined to mean total gross receipts as defined in Article III less all taxes including State Franchise taxes and Federal Income taxes, depreciation in the sums taken by LESSEE for Federal Income tax purposes, the costs of all materials, labor, utilities and other operating expenses normally and customarily incurred in a like business operating in the San Diego area. LESSEE shall not deduct from such gross receipts for purposes of determining the Net Profits upon which rent shall be computed, an excessive management, or managerial fee, or salary paid to its Manager, or to consultants, professional or otherwise, including but not limited to legal services, auditing, food consultants, labor, and insurance, etc.. The standard for establishing the amount of such charges shall be the practice in the area, whether or not time was actually spent on matters related to the Teahouse exclusively, the nature and seriousness of the problem for which such services were sought.

LESSEE and LESSOR shall mutually agree on the prices to be

charged initially upon the opening of the Teahouse. LESSEE shall not change such prices without LESSOR'S prior written approval.

XXVIII

Option To Extend Term

Upon condition that LESSEE shall have complied with all of the terms and conditions of this Sublease throughout the initial Term, LESSOR hereby gives and grants to LESSEE the Option and right to extend the Term of this Sublease for an additional term of Ten (10) years commencing at the expiration of the initial Term. Such optional Term shall be on all of the same terms and conditions as the initial Term.

LESSEE may exercise this Option by giving LESSOR written notice of its desire to exercise the Option at any time prior to six (6) months before expiration of the Term. It is hereby acknowledged that the Term hereof expires , 19 . Written notice to exercise this Option shall be given in compliance with ARTICLE XIX of this Sublease Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LESSEE: MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation,

By: _____

Its: vice-president

LESSOR: MARINE PARK CORP., a California corporation,

By: _____

Its: President

By: _____

Its: Secretary

STATE OF CALIFORNIA]
] SS
COUNTY OF San Diego]

On this 16th day of July, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kosako Nonaka known to me to be the Vice President of MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Linda L. Suverkrubbe
Notary Public in and for
said County and State.

[Notarial seal]

My Commission Expires: LINDA L. SUVERKRUBBE My Commission Expires Oct. 30, 1965

STATE OF CALIFORNIA]
] SS
COUNTY OF San Diego]

On this 16th day of July, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George D. Millay and David M. LaMotte, known to me to be the President and Secretary of MARINE PARK CORP., a California corporation, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Linda L. Suverkrubbe
Notary Public in and for
said County and State.

[Notarial seal]

My Commission Expires: LINDA L. SUVERKRUBBE My Commission Expires Oct. 30, 1965

ASSIGNMENT OF SUB-LEASE AND ASSIGNMENT OF RENTS UNDER SUB-LEASE

This assignment of sub-lease is entered into by MARINE PARK CORPORATION, a California Corporation, d/b/a SEA WORLD, (hereinafter called sub-lessor), as partial security and consideration for a loan in the amount of $1,505,000, made by Home Federal Savings and Loan Association of San Diego, (hereinafter called Home Federal) to sub-lessor, (Marine Park Corporation) on July 16, 1963. Legal description of the property covering the sub-lease assigned to Home Federal is as follows:

"MURATA PEARL"

That portion of the tidelands and submerged or filled lands of Mission Bay (formerly False Bay), and a portion of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870 a copy of which said Map was filed in the Office of the County Recorder of San Diego County, November 14, 1921 and is known as Miscellaneous Map No. 36, all being in the City of San Diego, County of San Diego, State of California, and described as a whole as follows:

Commencing at the Southeast corner of Lot 24 in Block 10 of Resubdivision of Blocks 7, 8 and 10 and a portion of Block 9 and Lot "A", Inspiration Heights, according to Map thereof No. 1700, filed in the office of the County Recorder of San Diego County December 27, 1917; thence along the Southerly line of said Lot 24, South 89° 55' 56" West, (Record North 89° 59' West) 25.00 feet to a point of tangent curve in the boundary of said Lot 24; thence South 00° 04' 04" East, 2.00 feet to an intersection with a line which is parallel with and 2.00 feet Southerly at right angles to the Southerly line of said Block 10; thence along said parallel line North 89° 55' 56" East 249.70 feet; thence North 05° 30' 02" West 104.06 feet to the United States Coast and Geodetic Survey Triangulation Station "Old Town" (The Lambert Grid Co-Ordinates, California Zone 6, for said Station "Old Town" are X - 1,712,415.17 and Y - 213,819.22) and said Triangulation Station is located at Latitude 32° 45' 02" North and Longitude 117° 11' 07.200" West, being also the point of origin for the San Diego City Engineer's Mission Bay Park Co-Ordinate System; thence North 5,800.00 feet and West 13,000.00 feet to the TRUE POINT OF BEGINNING, the Mission Bay Park Co-Ordinates of said true point of beginning being North 5,800.00 feet and West 13,000.00 feet; thence due South 65.00 feet to the beginning of a 122.00 foot radius curve, a radial line at said point bearing due South, being also the center of a walkway; thence Easterly, Southeasterly and Southerly along the arc of said curve through a central angle of 122° 12' 35" a distance of 260.22 feet to the beginning of a reverse 90.00 foot radius curve; thence Southerly, Southeasterly and Easterly along the arc of said curve through a central angle of 153° 12' 35", a distance of 240.66 feet to the beginning of a reverse 85.00 foot radius curve; thence Northeasterly, Easterly and Southeasterly along the arc of said curve through a central angle of 84° 58' 05" a distance of 126.05 feet; thence due East 32.05 feet to Mission Bay Park Co-Ordinates North 5,400.00 feet and West 12,629.71 feet; thence due North 276.78 feet to Mission Bay Park Co-Ordinates, North 5,676.78 feet and West 12,629.71 feet; thence North 71° 35' 40" West, 390.25 feet to the true point of beginning. EXCEPTING THEREFROM all rights, title or interest in any and all gas, oil, minerals, and water upon or beneath said leased premises.

We hereby irrevocably assign to Home Federal, as additional security to the deed of trust recorded concurrently, all of our rights and interest as sub-lessor under a sub-lease dated July 16, 1963 between ourselves as sub-lessor and Murata Pearl Company of California; Inc. as sub-lessee, the sub-lease covering the above described real property. This assignment of sub-lease specifically includes the right to receive sub-leasehold rental payments and all other payments of any nature whatsoever due to sub-lessor from sub-lessee under the terms of the sub-lease.

Home Federal agrees not to exercise any of its present rights under these assignments unless there is a default by the sub-lessors or their successors in interest, if any, on the $1,505,000 loan made by Home Federal to sub-lessor, including all extensions and renewals thereof.

Dated at San Diego, California this 16th day of July, 1963.

MARINE PARK CORPORATION, a California Corporation
d/b/a SEA WORLD, Sub-lessor

By _____
George D. Millay, President

By _____
David M. DeMotte, Secretary - Treasurer

CORPORATION

STATE OF CALIFORNIA
COUNTY OF San Diego } ss.

On July 16, 1963

before me, the undersigned, a Notary Public in and for said County and State, personally appeared

George D. Millay

known to me to be the President, and ...

David M. DeMotte,

known to me to be the Secretary-Treas. of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal.

(Seal) _____
Notary Public
LINDA L. SUVERKUBE

RESOLUTION No. 176780

ADOPTED ON AUG - 8 1963

BE IT RESOLVED by the Council of The City of San Diego as follows:

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, a document entitled "Consent to Sublease Agreement, Assignment of Sublease Agreement, and Assignment of Rents under Sublease Agreement," consenting to the sublease by Marine Park, doing business as Sea World, to Murata Pearl Company of California, Inc., for the purpose of construction, operation and maintenance of an exhibit demonstrating pearl culture, Japanese garden, gift shop, teahouse, together with appurtenant facilities, of a portion of the premises leased to Marine Park under that lease agreement copy of which is filed in the office of the City Clerk as Document No. 690698; and consenting to the assignment by Marine Park to Home Federal Savings and Loan Association of said sublease agreement and the rental payments under said sublease agreement, under the terms and conditions set forth in the form of Consent on file in the office of the City Clerk as Document No. 659231.

Presented by _____

APPROVED: ALAN M. FIRESTONE, City Attorney

By _____ Chief Deputy City Attorney

rjt/8/5/63

FORM CC-1270 (REV. 10-61)

Passed and adopted by the Council of The City of San Diego on August 8, 1963, by the following vote;

YEAS -- Councilmen: Cobb, de Kirby, Scheidle, Hitch, Curran, Evenson, Mayor Dail.

NAYS -- Councilmen: None.

ABSENT -- Councilmen: None.

AUTHENTICATED BY:

CHARLES C. DAIL,
Mayor of The City of San Diego, California.

PHILLIP ACKER,
City Clerk of The City of San Diego, California.

(SEAL) By DONNA K. DILL, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 176780 passed and adopted by the Council of The City of San Diego, California, August 8, 1963.

PHILLIP ACKER,
City Clerk of The City of San Diego, California.

(SEAL) By Donna K. Dill Deputy.

DOCUMENT NO. 672269
FILED JUN 12 1964
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSENT TO SUBLEASE

THIS AGREEMENT, executed this 11 day of June, 1964, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and MARINE PARK, a California corporation, dba SEA WORLD, hereinafter referred to as "MARINE PARK," and KAI-KAI, a partnership, hereinafter referred to as "KAI-KAI"; WITNESSETH:

WHEREAS, CITY and MARINE PARK entered into a Lease Agreement, hereinafter called Master Lease, dated July 16, 1963, a copy of which Lease Agreement and Amendments are on file in the office of the City Clerk as Documents Nos. 658698 and 659310; and

WHEREAS, MARINE PARK desires to rent a portion of the premises which are the subject of the aforementioned Master Lease to KAI-KAI for the purpose of conducting a gift shop operation for the sale of Tahitian clothing, jewelry, and curios; and

WHEREAS, the City Manager recommends that consent to such a Sublease Agreement should be given, so long as said Agreement does not have the effect of altering that rent paid to CITY under the aforementioned Master Lease, and so long as such an Agreement be subject to all terms and conditions of the aforementioned Master Lease;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained,

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. CITY consents to MARINE PARK'S entering into that certain Sublease Agreement with KAI-KAI, a form of which said Agreement is on file in the office of the City Clerk as Document No. 672233.

2. The consent of CITY hereby given is expressly conditioned on the following:

a) The Sublease Agreement shall not have the effect of reducing in any manner, rent due CITY from MARINE PARK. Rent due CITY from MARINE PARK shall be calculated as though the Sublease Agreement did not exist, and gross income under the terms of that Lease Agreement between CITY and MARINE PARK shall include all income by whomever earned on the premises.

b) If any of the terms and conditions of the Sublease Agreement are inconsistent with or contrary to any of the terms and conditions set forth in the Master Lease, or any existing or future Amendments thereto, the latter shall govern, and the Sublease Agreement disregarded.

IN WITNESS WHEREOF, the foregoing Consent to Sublease is executed by THE CITY OF SAN DIEGO, acting by and through its City Manager, pursuant to Resolution No. 180266 authorizing such execution; and by MARINE PARK, dba SEA WORLD, which has caused this Consent to Sublease to be executed and its corporate name and seal to be affixed by the proper officers; and KAI-KAI, which has caused this Consent to Sublease to be executed by the proper officers; the day and year first above written.

THE CITY OF SAN DIEGO

By K. H. Moore
Assistant to the City Manager

MARINE PARK, dba SEA WORLD

By George D Millay - Pres

By David M. De Motte Sec Treas

KAI-KAI

By Shunichi Arino
Gen Partner

By _____

I HEREBY APPROVE the form and legality of the foregoing Agreement this 1st day of June, 1964.

EDWARD T. BUTLER, City Attorney

By Robert S. Teaze
Robert S. Teaze, Chief Deputy

Sea World

DOCUMENT NO. 659310
FILED AUG 12 1963
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSENT TO SUBLEASE AGREEMENT, ASSIGNMENT OF SUBLEASE AGREEMENT, AND ASSIGNMENT OF RENTS UNDER SUBLEASE AGREEMENT

THIS AGREEMENT, executed this 9 day of August, 1963, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and MARINE PARK, a California corporation, dba SEA WORLD, hereinafter called "LESSEE," and MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation, hereinafter called "SUBLESSEE," and HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF SAN DIEGO, hereinafter called "HOME FEDERAL," WITNESSETH:

WHEREAS, CITY and LESSEE entered into a Lease Agreement, hereinafter called "Master Lease," dated July 16, 1963, copy of which Lease Agreement is filed in the office of the City Clerk as Document No. 658698; and

WHEREAS, LESSEE desires to enter into a Sublease Agreement with MURATA PEARL COMPANY OF CALIFORNIA, INC., SUBLESSEE, for the purpose of construction, operation and maintenance of an exhibit demonstrating pearl culture, Japanese garden, gift shop, teahouse, together with appurtenant facilities, on a portion of the premises which are subject of the aforementioned Master Lease; and

WHEREAS, LESSEE desires to assign said Sublease Agreement as partial security and consideration for a loan, to be used to construct improvements on the Leased Premises in accordance with the approved Master Plan of Development, made by HOME FEDERAL to LESSEE; and

WHEREAS, said assignment of Sublease specifically includes the right to receive subleasehold rental payments and all other payments of any nature whatsoever due to LESSEE from SUBLESSEE under the terms of the Sublease; and

WHEREAS, HOME FEDERAL agrees not to exercise any of its right under said assignment unless there is a default by LESSEE or successors in interest, if any, in said Loan including all extensions and renewals thereof; and

WHEREAS, the City Manager recommends that consent to such a Sublease Agreement should be given so long as said Sublease Agreement does not have the effect of altering the rent paid to the CITY under the aforementioned Master Lease, and

so long as such Sublease Agreement be subject to all terms and conditions of the aforementioned Master Lease; and

WHEREAS, the City Manager further recommends that consent be given to the assignment of said Sublease to HOME FEDERAL and the right of HOME FEDERAL to receive rental payments therefrom should be given so long as it is specifically understood the right to receive rental payments shall be exercised only in the case of default by LESSEE or their successors in interest, if any, on said loan made by HOME FEDERAL to LESSEE or any extension thereof;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained,

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. CITY consents to LESSEE'S entering into that certain Sublease Agreement with MURATA PEARL COMPANY OF CALIFORNIA, INC., SUBLESSEE, a form of which Sublease Agreement is on file in the office of the City Clerk as Document No. 659229.

2. CITY consents to LESSEE'S assigning all right and interest in and to said Sublease Agreement, specifically including the right to receive rental payments and all other payments of any nature due LESSEE from SUBLESSEE under the terms of the Sublease Agreement, as additional security and consideration for a loan for development of Lease Premises, made by HOME FEDERAL to LESSEE on July 16, 1963, a form of which Assignment of Sublease and Assignment of Payments under Sublease, is on file in the office of the City Clerk as Document No. 659230.

3. The consent of CITY hereby given is expressly conditioned on the following:

(a) The Sublease Agreement shall not have the effect of reducing in any manner the rent due CITY from LESSEE. Rent due CITY from LESSEE shall be calculated as if the Sublease Agreement did not exist, and gross income under the terms of that Lease Agreement between CITY and LESSEE shall include all income by whomever earned on the premises.

(b) If any of the terms and conditions of the Sublease Agreement are inconsistent with or contrary to any of the terms and conditions set forth in the Master Lease, or any existing or future amendments thereto, the latter shall govern, and the Sublease Agreement disregarded.

(c) HOME FEDERAL agrees not to exercise any of its rights under

the assignment unless there is a default by the LESSEE or their successors in interest, if any, on the loan made by HOME FEDERAL to LESSEE on July 16, 1963, including all extensions and renewals thereof.

IN WITNESS WHEREOF, the foregoing Consent to Sublease Agreement, Assignment of Sublease Agreement and Assignment of Rents Under Sublease Agreement is executed by THE CITY OF SAN DIEGO, acting by and through its City Manager, pursuant to Resolution No. 176780 authorizing such execution, and by MARINE PARK, dba SEA WORLD, which has caused this Agreement to be executed and its corporate name and seal to be affixed by the proper officers, and MURATA PEARL COMPANY OF CALIFORNIA, INC., which has caused this Agreement to be executed and its corporate name and seal to be affixed by the proper officers, and HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF SAN DIEGO, which has caused this Agreement to be executed and its corporate name and seal to be affixed by the proper officers, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By Walter Hahn Jr
Assistant City Manager

MARINE PARK

By George D. Millay

By David M. DeMott

MURATA PEARL COMPANY OF CALIFORNIA, INC.

By Kosuke Yonaka

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF SAN DIEGO

By James C Schmidt V.P.
W.E. White V.P.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 5th day of August, 1963.

ALAN M. FIRESTONE, City Attorney

By Robert S. Yeazi
Deputy

SUBLEASE AGREEMENT

between

MARINE PARK CORP.,
a California corporation,

and

MURATA PEARL COMPANY OF CALIFORNIA, INC.,
a California corporation,

dated

_____, 1962.

SUBLEASE AGREEMENT

This Sublease Agreement made and entered into this day of , 1962, by and between MARINE PARK CORP., a California corporation, as SUBLESSOR, hereinafter for simplicity called "LESSOR", and MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation, as SUBLESSEE, hereinafter for simplicity called "LESSEE", is entered into with respect to the following:

MARINE PARK is the designated LESSEE under a contract with the City of San Diego whereby MARINE PARK shall occupy certain designated premises consisting of approximately fifteen (15) acres situated in (18.3) the Mission Bay development. LESSEE hereunder, MURATA PEARL COMPANY, acknowledges that it has reviewed the above-referred to agreement between MARINE PARK and the City of San Diego and acknowledges and agrees that this sublease agreement is subject to all of the terms, conditions and provisions of said agreement. MURATA PEARL COMPANY further acknowledges that no representations or warranties have been made by MARINE PARK as to the actions, approvals, consents or demands which have or may hereafter be made or given by the City of San Diego in connection with the activities proposed hereunder to be undertaken by MURATA PEARL COMPANY.

THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions herein contained, the parties hereto agree as follows:

I

Demise

LESSOR is the LESSEE under lease with the City of San Diego,

California, for a term of fifty (50) years of that parcel of real property described in EXHIBIT "A" upon which LESSOR is obliged to construct and shall operate a Marine Park, hereinafter called MARINE PARK.

Subject to the requisite consents and approvals and the terms, conditions and provisions of the Lease with the City of San Diego, (sometimes hereinafter referred to as the "Master Lease") a copy of which has been reviewed by LESSEE, LESSOR hereby subleases, demises and rents to LESSEE, and LESSEE hereby subleases and hires of and from LESSOR, the premises described and delineated on the Plot Plan which is attached hereto marked EXHIBIT "B", incorporated herein and made a part hereof. Said premises are designated "Premises" on EXHIBIT "B" and hereafter referred to as the Premises.

get copy of Exhibit B

II

Term

The Term of this Lease, hereinafter referred to as "the Term", shall be a period of Ten (10) years, commencing on the day LESSEE shall take possession of the Premises for the commencement of construction of structures and improvements to be constructed by LESSEE. The precise day of commencement of the Term shall be set forth in a letter supplementing this Lease, acknowledged and accepted by the parties for the specific purpose of establishing the commencement date of the Term.

III

Rent

LESSEE shall pay to LESSOR as rent for the Premises sums of money as follows:

During each of the first three (3) years of the Term LESSEE

shall pay to LESSOR at the times and in the manner hereinafter set forth a sum equal to 9.25% of the total gross sum received by LESSEE from fifty (50) cent adult admissions and ~~11.1%~~ 11.5 of the total gross sum received by LESSEE from twenty-five (25) cent child admissions. (The foregoing percentages are computed on the following basis: 2 1/2% of the first thirty-five (35) cents of each fifty (50) cent adult admission plus 25% of the remaining fifteen (15) cents of each fifty (50) cent adult admission and 2 1/2% of the first fifteen (15) cents of each twenty-five (25) cent child's admission plus 25% of the remaining ten (10) cents of each twenty-five (25) cent child's admission.)

For each year of the Term commencing with the fourth year and continuing through the tenth year of the Term LESSEE shall pay to LESSOR a sum equal to five (5) cents per square foot for each square foot of property within the Premises and in addition thereto shall at the times and in the manner hereinafter set forth, pay to LESSOR a sum equal to 11.35% of the total gross sum received by LESSEE from fifty (50) cent adult admissions and 13.3% of the total gross sum received by LESSEE from twenty-five (25) cent child admissions. (The foregoing percentages are computed on the following basis: 5 1/2% of the first thirty-five (35) cents of each fifty (50) cent adult admission, plus 25% of the remaining fifteen (15) cents of each fifty (50) cent adult admission and 5 1/2% of the first fifteen (15) cents of each twenty-five (25) cent child's admission plus 25% of the remaining ten (10) cents of each twenty-five (25) cent child's admission.)

In addition to the foregoing sums LESSEE shall during each of the first three (3) years of the Term pay to LESSOR, at the times and in the manner hereinafter set forth, seven percent (7%) of LESSEE'S gross receipts from the sale of gift merchandise upon the Premises;

during the fourth and fifth years LESSEE shall for each such year pay to LESSOR ten percent (10%) of LESSEE'S gross receipts from the sale of gift merchandise; and commencing with the sixth year of the Term and continuing through the remainder of the Term and through the optional renewal period LESSEE shall for each such year pay to LESSOR eleven percent (11%) of LESSEE'S gross receipts from the sale of gift merchandise.

On or before the first day of the fourth year of the Term and of each and every other year of the Term, LESSEE shall pay to LESSOR the annual rental for such year based upon five (5) cents per square foot within the Premises. LESSEE shall, within two (2) weeks after the close of each and every month during the lease year, pay to LESSOR a sum equal to the applicable percentages of LESSEE'S gross receipts from admission and sales during each such month of the lease year. This payment will be accompanied by a full and complete statement setting forth in detail gross receipts from admissions and sales upon the Premises for each such month.

It is mutually agreed that initially and throughout the Term unless and until the parties shall mutually agree to the contrary that the admission to be charged for entrance into the aqua show to be conducted upon the Premises shall be the sum of fifty cents ($0.50) for adults, twenty-five cents ($0.25) for children between the ages of seven (7) and thirteen (13) years, children under the age of seven (7) years to be admitted free. In the event such admission rates are increased LESSEE shall, in addition

to other sums herein provided to be paid by LESSEE to LESSOR as rent, pay to LESSOR a sum equal to twenty-five percent (25%) of the increment of the increase in such admission rates over the fifty cents ($0.50) and twenty-five cents ($0.25) herein provided for.

In the event LESSOR'S rent under the master lease with the City of San Diego shall, at any time during the Term be increased for any reason, the annual rent based on five (5) cents per square foot of property within the Premises as provided in this Article to be paid by LESSEE, shall be increased by the same percentage of increase as was LESSOR'S rent increased.

Rental and other payments to be made hereunder shall, upon LESSOR'S receipt thereof, be free from all claims, demands or set-offs of any nature whatsoever against LESSOR, and shall be the absolute and sole property of LESSOR.

The gross receipts from admission and sales of LESSEE shall include, but not be limited to, all monies and other things of value received by or paid to LESSEE, or any successor in interest of LESSEE'S or for the use, account or benefit of LESSEE, or such successor which receipts arise upon, out of, or in connection with transactions upon or from the Premises, excluding therefrom only proceeds from sales of any items not held for sale in the ordinary course of business; provided, however, that in determining such gross receipts there shall not be included therein the amount of any retail sales or federal excise tax.

LESSEE shall within two (2) weeks after the end of each month

throughout the Term provide LESSOR with a full and complete statement setting forth in detail the gross receipts from admissions and sales for such month and at that time pay to LESSOR the percentage rental payments due for such month. In addition to the monthly statement above-referred to LESSEE shall provide LESSOR with a full and complete audited statement, certified to by a certified public accountant, or by an authorized officer of LESSEE, setting forth in detail gross receipts from admissions and sales for the year, including all adjustments, within one month after the close of each year of the Term of this Lease, and shall make at that time any adjustments in the rental payments, if any, for each such yearly period. In lieu of LESSEE'S providing LESSOR with the yearly certified statement of gross receipts from sales, LESSEE shall at LESSOR'S election provide LESSOR with copies of LESSEE'S combined State of California and local sales and use tax returns for such year exactly in the form filed with the California State Board of Equalization and covering all sales upon or from the Premises.

LESSEE shall install a cash register or cash registers of a type approved by LESSOR and shall register theron every transaction made in, about or from the Premises, including transactions involving every type of gross receipts as hereinabove defined, and the tape of each such cash register shall be at all times accessible to LESSOR. If business transacted at other places of business of LESSEE shall be reflected in the books of account of LESSEE, whether the same shall include gross receipts from retail sales or not, said books of account shall be kept in such manner that the business transacted at or from the Premises may be conveniently segregated from the

business transacted by LESSEE elsewhere.

LESSOR, its officers, agents and employees, shall have the right, at reasonable times during business hours, to examine and inspect the books and other records of LESSEE bearing upon or connected with the business of LESSEE affected by this Lease, whether the same actually contained items of gross receipts from retail sales of LESSEE or not. LESSEE will keep such books and other records on the Premises during the term of this Lease, and will keep the same at a safe place off the Premises for a period of two (2) years following termination of this Lease.

IV

Use of the Premises

LESSEE shall use the Premises only for the purpose of constructing, operating and maintaining thereon the following:

(1) A diving tank so constructed as to permit the public to view the underwater activity, which tank shall be used for the purpose of presenting an aqua show and pearl diving exhibition,

(2) An exhibit demonstrating pearl culture,

(3) A gift shop for the sale only of pearls and products utilizing LESSEE'S pearls,

(4) A Japanese garden,

together with appurtenant facilities. All of the foregoing shall be used for the primary purpose of presenting a show featuring an aqua show with underwater activity and diving, to be produced by LESSEE at LESSEE'S expense but subject to LESSOR'S approval as to its content, scheduling length of show, costumes and other facets of its

production. The show shall be for the further purpose of publicizing and advertising LESSEE'S products as well as being entertaining and educational.

LESSOR shall at its expense prepare for LESSEE a Plot Plan and Layout of the Premises and structures to be constructed by LESSEE, together with preliminary plans and sketches. LESSEE shall at its expense prepare all necessary detailed working drawings.

LESSEE shall, at its expense, construct all buildings and make all improvements and install all fixtures and facilities necessary for the presentation of the show, operation of the gift shop, Japanese Garden and operation and maintenance of the exhibit. All plans and the specifications therefor shall be subject to the approval of LESSOR, and in strict compliance with the requirements of the City of San Diego as prescribed in the Master Lease.

As a part of the consideration for LESSOR'S entering into this agreement and holding the Premises available for LESSEE'S use, LESSEE agrees that it shall, within sixty (60) days after execution of this Sublease, deposit in an escrow account with The Sumitomo Bank of California, Los Angeles Branch, 101 South San Pedro Street, Los Angeles, California, the sum of $50,000. as a bond to secure LESSEE'S obligation hereunder to construct the improvements herein provided. Such Escrow holder shall hold the deposit under instructions to pay such sum to LESSOR as consideration for LESSOR'S making the Premises available to LESSEE and for LESSOR'S preparing the preliminary drawings and sketches for LESSEE'S use in the event, but only in the event, LESSEE does not within 90 days after LESSOR commences construction of MARINE PARK, commence construction of the improvements

and facilities to be constructed and installed upon the Premises by LESSEE; such sum shall be paid to LESSOR, and the Escrow holder shall be instructed to pay such sum to LESSOR by forwarding to LESSOR its check in the sum of $50,000., less escrow charges, payable to MARINE PARK CORP., 6691 Paramount Boulevard, Long Beach, California, if the Escrow holder does not on or before the expiration of 110 days after the date designated as the date LESSOR has commenced construction of MARINE PARK, receive a statement signed by LESSEE and LESSOR advising Escrow holder that LESSEE has commenced construction. Escrow holder shall be further instructed that in the event it does receive a statement that LESSEE has commenced construction, that it shall retain said sum until likewise advised that the sum shall be released to LESSEE. Such sum shall be released to LESSEE if and when it has expended the minimum sum of $100,000. as hereinafter set forth.

LESSEE agrees that it shall, in the initial construction of the improvements to be set forth in the preliminary plans and sketches to be prepared by LESSOR for LESSEE'S use, expend a minimum sum of $100,000.00 for labor and materials. Such improvements shall be commenced and shall proceed with all due diligence to the end of completing the same by the date scheduled for the opening of MARINE PARK to the public.

LESSEE shall not use the Premises for the sale of any food or beverages and shall not sell or display items of merchandise other than those herein referred to.

LESSOR hereby agrees that it shall not give authorization to any other producer, distributor or party engaged in the pearl business to sell, advertise, publicize or display its pearls, pearl jewelry

or oysters within MARINE PARK; nor shall LESSOR give any other participant within MARINE PARK authorization to sell, or display pearls, pearl jewelry or oysters within MARINE PARK.

V

Operation of the Show and Exhibit

The Show and Exhibit shall be conducted and operated upon the Premises on the following terms, conditions and limitations:

A. LESSEE shall operate and manage the Show and Exhibit using its best efforts, skill and diligence, and shall employ and compensate all employees necessary for the operation and management thereof.

B. LESSEE shall operate the Show and Exhibit during the usual hours MARINE PARK is open to the public, except for such periods as the Show and Exhibit may be closed for necessary repairs and maintenance.

C. LESSEE shall, at its own expense, perform, or engage the services of LESSOR for the performance of all maintenance, janitorial, pest control, repair, and similar services not otherwise expressly provided for herein, which are reasonably necessary for the efficient, safe, orderly and sanitary operation of the Show and Exhibit and of the Premises. In the event LESSEE engages the services of LESSOR to perform such services LESSOR agrees that for such services it shall charge LESSEE therefor a sum equal to its costs.

D. LESSEE shall conduct the Show and Exhibit and maintain the Premises in strict compliance with all applicable laws, rules,

regulations and ordinances of any and all governmental authorities, and shall obtain all necessary permits, licenses and other consents for the operation of the Show, Exhibit and Gift Shop.

E. In the event LESSOR shall devise and use an admission medio or script covering admission to MARINE PARK and to the attractions within MARINE PARK at a discounted price LESSEE agrees that it shall participate in such admission plan and the discount allowed for other admissions shall likewise apply to LESSEE'S attractions.

VI

Improvements, Additions, Alterations

LESSEE shall make no alterations, additions or improvements on or to the exterior surfaces or portions of the Premises or the furnishings or decor thereof without the prior written consent of LESSOR.

If LESSOR shall have consented to any of the foregoing then LESSEE shall, not less than one (1) week prior to the commencement of any work of construction, alteration, improvement or repair on the Premises, notify LESSOR in writing of such commencement, in order that LESSOR may take appropriate action in connection therewith, including posting of notices of nonresponsibility. LESSEE agrees that such notices may remain posted on the Premises until the acceptance of and payment for such work.

VII

Repairs, Maintenance, Waste

LESSEE shall, at its own expense, and when reasonably necessary, redecorate and paint fixtures and the interior of the Premises, replace worn fixtures, furnishings or decorations from time to time as their

condition may require.

LESSEE shall not commit or suffer to be committed any waste in, to or upon the Premises.

LESSOR shall be under no obligation whatever to make any replacements or repairs in, on or in connection with the Premises.

VIII

Utilities, Watchmen

LESSEE shall pay, as and when the same become due, all electric, gas, light, heat, power, and other utility charges accrued or payable in connection with the Premises or any use or occupancy thereof during the Term of this Lease, if such utilities are separately metered to the Premises; if such utilities are not so separately metered, LESSEE shall pay as rent in addition to the amounts set forth in Article III, an amount equal to LESSOR'S costs, and LESSOR shall provide such utilities which are not so separately metered.

LESSOR shall run water and electric power lines and facilities to the Premises and shall run sewer to a point within one hundred (100) feet of the Premises and any other utilities up to the Premises. LESSEE shall pay, at its own expense, charges for running sewer and other utility lines and facilities from such point of supply to the place of use, and for installation of, changes to, and relocation of points of supply of all utility lines, systems or facilities, including, without limiting the generality thereof, sewer, water, electric power, gas and telephone lines, facilities and systems.

LESSOR shall provide watchmnn services in MARINE PARK. LESSOR makes no warranties, guarantees or representations, and assumes no responsibilities or obligations whatsoever, in connection with such

services. Such services will be provided only as a convenience for LESSEE. LESSOR shall have no liabilities that it would not have if such services were not provided.

IX

Insurance

LESSEE shall procure, and throughout the period of this lease and during any additional period that LESSEE is permitted to occupy the Premises, shall maintain in full force and effect an insurance policy or policies in protection of LESSOR, its officers, agents, servants, employees and assigns, indemnifying, and holding them harmless from, for and against any loss or liability whatsoever resulting from personal injury, death, property damage or otherwise, arising or occurring upon or in connection with the Premises or by reason of LESSEE'S operation of the Display or its occupancy of the Premises.

The said policy or policies shall be written by a responsible insurance company or companies, satisfactory to LESSOR, and shall have minimum liability limits of Two Hundred Thousand Dollars ($200,000) for personal injury or death of any one person in any one accident or event, and Four Hundred Thousand Dollars ($400,000.) for personal injury or death of two or more persons in any one accident or event, and a minimum amount of One Hundred Thousand Dollars ($100,000.) for damage to or loss of property resulting from one accident or event; shall contain cross-liability endorsement and a provision that a written notice of cancellation or of any material change in said policy shall be delivered to LESSOR thirty (30) days in advance of the effective date thereof. LESSEE shall cause certificates of such insurance to be issued to LESSOR within

ten (10) days after issuance of such policies.

LESSEE shall insure for LESSOR'S benefit and account, the premises and any additions, installations or fixtures thereon or added thereto, with standard fire and extended coverage insurance policies.

X

Taxes and Assessments

LESSOR shall pay all taxes, assessments or levies against the land upon which the Exhibit is situated. LESSEE shall pay all other taxes in connection with the Premises and Exhibit including all taxes, excises, licenses, permit fees and assessments or levies of whatsoever kind or nature against the Premises, all improvements and additions thereto, whether deemed in law or otherwise herein as real property or not, and any other thing or matter thereon or in connection with the operation of LESSEE'S business or the occupancy of the Premises by LESSEE.

XI

Access of Lessor

LESSOR, its agents and employees, shall have the right to enter upon and inspect all portions and parts of the Premises at any reasonable time and from time to time during the Term of this Lease, and to attend to any other business which LESSOR may have thereon and therein at such times. When, for any emergency reason, an entry is necessary hereunder, if LESSEE is not present to permit such entry, LESSOR, its agents and employees, may enter the Premises, forcibly or otherwise, without rendering LESSOR or its representatives liable to any claim or cause of action for damages, and without in any manner

affecting the obligations and covenants of this Lease. During such entry the LESSOR shall accord reasonable care to LESSEE'S property.

XII

REMOVAL OF IMPROVEMENTS

At the expiration or prior termination of this Sublease Agreement, improvements to the premises installed by LESSEE during or prior to the commencement of the Term shall become the property of LESSOR, subject to the terms of the Master Lease. LESSEE shall have no obligation to remove the improvements or fixtures installed by LESSEE upon the Premises.

LESSEE shall, however, at the expiration or prior termination of this Sublease remove from the premises all moveable items of personal property belonging to or used by LESSEE in conducting its activities upon the Premises.

XIII

VEHICLE TRAFFIC, PARKING

LESSOR shall have the right to regulate all traffic within MARINE PARK including the operation and parking of vehicles of LESSEE, its employees, invitees, licensees and patrons, and LESSOR may promulgate, from time to time, regulations pertaining to the foregoing.

XIV

RULES AND REGULATIONS OF LESSOR

LESSEE shall comply with and abide by, and shall cause its agents and employees to comply with and abide by, all reasonable rules and regulations LESSOR may promulgate for the operation of MARINE PARK and shall comply with said rules and regulations as they may be amended, from time to time, by LESSOR.

XV

Assignment, Sublease, Transfer, Lien

LESSEE shall not have the right to sublet the whole or any part of the Premises or the Exhibit, nor, except that it may assign monies becoming due to it hereunder, to assign, transfer or encumber in any manner this Lease or any right, privilege, license or interest conferred hereby, in whole or in part, to any person, firm or corporation whomsoever; provided, however, that nothing herein shall be construed to prevent LESSEE from contracting with any party for the construction, furnishing, repair or maintenance of the Exhibit.

Neither this Lease, nor any right, privilege, license or interest conferred hereby, shall be transferable by operation of law, by reason of any bankruptcy, bankruptcy act, insolvency, receivership, receivership proceedings, attachment, execution, other judicial process or sale by or against LESSEE. In the event of the occurrence of any of the foregoing this Lease and all rights, privileges, license and interest hereby conferred shall immediately and automatically terminate and revert to LESSOR.

LESSEE shall not suffer or permit any lien for work or materials to be imposed upon the Premises or any part thereof, or upon any structures or improvements thereon. If such lien be imposed, however, LESSEE shall cause it to be discharged promptly; provided, however, if LESSEE desires, it may thereafter contest the legal validity thereof. LESSEE shall indemnify LESSOR for any loss, expenses or costs, if any, in connection with any such lien or the enforcement thereof.

Subject to the terms of the master lease

LESSOR may assign or otherwise transfer this Lease or any portion hereof at one time or from time to time, and upon such assignment

or transfer this Lease shall be binding upon and inure to the benefit of LESSOR'S successors and assigns.

XVI

Indemnity of Lessor

LESSEE will protect, save and keep LESSOR harmless and indemnify LESSOR against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses or liabilities of any kind or nature whatsoever arising directly or indirectly, out of, in connection with or upon the Premises, or the use or occupancy thereof, except any of the foregoing caused by the tortious, fraudulent, unlawful or negligent conduct of LESSOR.

XVII

Damage, Destruction and Inaccessibility of Premises

A. If that portion of the building in which the Premises are situated shall be destroyed or become damaged so as to become unusable and said building can, for the amount of net proceeds of all insurance

procured and maintained by LESSOR covering such damage or destruction be repaired or restored to substantially the same condition in which it existed at the time of such destruction or damage, then LESSOR shall, with reasonable diligence after receipt of the proceeds of said insurance, cause the building to be restored to substantially the same condition as it existed at the time of such destruction or damage. Minimum Rent payments shall abate during such time as the Premises are unusable as a result of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement.

LESSOR shall, in any event, within forty-five (45) days next following the occurrence of the event causing such damage or destruction, give LESSEE written notice of its election to either repair and restore or not to repair and restore said building.

If said building cannot, for the amount of the net proceeds of said insurance, be repaired and restored to substantially the same condition in which it existed at the time of such damage or destruction, then LESSOR may, nevertheless but at its own election, cause said building to be so repaired and restored. In the event LESSOR elects to so repair and restore, it shall with reasonable diligence proceed therewith. Rental Payments shall abate during time as the Premises are unusable as a result of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement.

LESSEE shall have fifteen (15) days after receipt of notice from LESSOR electing not to repair and restore said building within

which to serve written notice on LESSOR that it has elected to pay or not to pay the difference between said insurance net proceeds and the cost of the repairing or restoring of said building. If LESSEE elects to pay such difference this Lease shall remain in full force and effect, and LESSOR shall, with reasonable diligence, commence the repair and restoration of said building. That portion of the costs thereof in excess of the aforesaid net proceeds of said insurance shall be payable by LESSEE unto LESSOR upon the latter's billing therefor which shall be made only after incurring obligation or liability therefor.

In the event that the proceeds of said insurance are not sufficient to repair and restore said building and LESSOR shall elect not to cause said building to be repaired and restored and LESSEE shall elect not to pay said difference, then this Lease shall terminate upon the expiration of said fifteen (15) days during which LESSEE may give notice of its said election under the next preceding paragraph of this Article.

Should the said building be repaired and restored in accordance with this Article, LESSEE shall proceed with reasonable diligence to repair and restore any portion of said building and the Premises, fixtures, equipment and interiors installed or constructed by it, all to the end that the exterior and interior of said building shall be restored to the same condition and decor as existed at the time of the event causing such damage or destruction.

In any event LESSOR shall not be responsible or under any obligation whatsoever for the restoration and/or repair of any portion

of said building or of the Premises constructed or installed by LESSEE or at LESSEE'S expense.

B. Should the Premises become inaccessible to the public because of damage to, or destruction of, any part of MARINE PARK or the buildings therein, other than that portion of the building in which the Premises are situated, Minimum Rental Payments shall abate during such time as the Premises remain so inaccessible because of such damage or destruction and the Term shall be extended for a period equal to the period for which there shall have been such abatement, or for a period of one year, whichever is less. Should such inaccessibility continue in excess of sixty (60) days, LESSEE may at its option, while such inaccessibility continues, terminate this Lease by giving LESSOR fifteen (15) days written notice of such termination.

C. LESSOR shall have the right, without obligation or liability to LESSEE in connection therewith, to establish, maintain, and from time to time alter, the schedule MARINE PARK is to be open to the public; provided, however, that if MARINE PARK shall be closed to the public for more than an aggregate of one-hundred twenty (120) days in any Lease year (exclusive of the number of days during which MARINE PARK shall have been closed due to the occurrence of any damage to or destruction of MARINE PARK, or due to inclement weather) then LESSEE may, by giving five (5) days' written notice of its election so to do, terminate this Lease without further liability of either party to the other.

D. No compensation nor claim shall be payable by LESSOR by reason

of any interference, interruption or injury to business or for any other loss or liability arising out of the occurrence of any event of damage to, or destruction of, any portion of MARINE PARK.

XVIII

Reentry

In the event LESSEE shall be in default in the performance of any important and substantial provision of this Lease, LESSOR may, at its option, after thirty (30) days' written notice of such default to LESSEE and while said default continues, cancel and terminate this Lease, and all improvements and fixtures located on the Premises at the time of such violation or default shall remain on said Premises and become the absolute property of LESSOR, unless LESSOR requests LESSEE to move them, or any part thereof, in which event the same shall be removed by LESSEE, at LESSEE'S expense, immediately. If LESSOR does not so terminate this Lease, LESSEE shall remain liable for and shall pay to LESSOR until this Lease would otherwise have been paid hereunder, less the avails of reletting, if any, and said equivalent shall be payable by LESSEE to LESSOR at the time and times specified in this Lease for the payment of rent with respect to the periods involved.

The remedy herein provided for shall not be exclusive but shall be cumulative upon all other remedies, legal or equitable in nature.

Upon the expiration of the Term, or upon the sooner termination or cancellation of this Lease for any reason whatsoever, LESSEE will peaceably and quietly quit, surrender, and deliver up possession of the Premises to LESSOR.

XIX

Notices and Local Agent of Lessee

Any notice required, or desired, to be given hereunder shall be deemed served if delivered either personally to an officer of the party to be served, or by depositing the same in the United States mail, in a sealed envelope with postage thereon prepaid, registered, addressed as follows:

If to LESSOR,

If to LESSEE, at

or to such other address as the party to be served may direct by written notice to the other party.

LESSEE shall designate an agent in the State of California authorized to receive service of process and other notices under this Lease and shall notify LESSOR in writing of the name and address of such agent.

A representative of LESSEE, designated as its local manager or agent shall be present upon the Premises during normal business hours.

XX

Lessor's Approval of Show

LESSEE and LESSOR acknowledge the desirability and necessity of the Show to be produced and presented by LESSEE being of the highest attainable standards, presented in good taste and entertaining to guests of all ages. LESSEE has been advised and understands the obligations of LESSOR to the City of San Diego and the degree of influence and control to be exercised by the City in the activities to be conducted within the Mission Bay development and MARINE PARK. Therefore, both LESSEE and LESSOR agree that should either at any

time during the Term advise the other of its desire that independent consultants be consulted for advice and suggestions in changing, or enhancing the Show that a Board consisting of three experienced showmen shall be selected by the parties who shall together with a representative of LESSEE and LESSOR shall constitute a panel with the full authority and the responsibility of producing the Show in keeping with the standards they shall prescribe. Each member of the panel shall have one vote in decisions made by it and the vote of the majority shall be controlling. Compensation, if any, to the three independent members of the panel shall be shared equally with LESSEE and LESSOR. Once appointed the panel shall have a tenure of at least one year before being disbanded, unless mutually agreed by LESSEE and LESSOR to the contrary.

If created LESSEE agrees to accept and institute the recommendations of such panel in producing the show.

XXI

Agreement Not to Enter into Competitive Business

LESSEE agrees that it shall not during the time it is in occupancy of the Premises, directly or indirectly through agents, distributors, subsidiary companies or otherwise engage in the operation of a business within San Diego County, California, which is competitive with the Gift Shop it operates upon the Premises for the retail sale of its pearls or jewelry or other products utilizing its pearls.

XXII

Time of Essence

Time is of the essence of this Lease.

XXIII

Entire Agreement

This Lease constitutes the entire agreement between the parties concerning the Premises. Neither party hereto has relied upon any statements or representations of the other, its agents, officers or employees, other than those contained herein. This agreement may not be modified except by a written instrument duly executed by the parties hereto.

XXIV

Waiver

No waiver by eitherparty hereto at any time, or from time to time, of a breach of any of the terms, conditions or covenants of this Lease shall be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant, nor establish any precedent upon which the other party may rely.

XXV

Separability

Should any term, provision, clause, article, condition or other portion of this Lease be held inoperative, invalid or void, such holding shall not affect any other term, provision, clause, article, condition or other portion of this Lease.

XXVI

Costs and Attorneys' Fees

In the event either party shall bring an action to recover any sum due hereunder or for breach of any of the covenants, terms or conditions herein contained and obtains a judgment or decree in its favor, the Court may include in such judgment or decree an award to the prevailing party for all its reasonable costs and expenses (whether

or not taxable as such by law) including reasonable attorneys' fees, incurred by such prevailing party.

XXVII

OPERATION OF JAPANESE TEAHOUSE

LESSOR agrees that in addition to the other purposes for which LESSEE may use the Premises, LESSEE may construct, operate and maintain on the Premises a Japanese Teahouse (hereinafter referred to as "The Teahouse") wherein LESSEE shall serve only Japanese tea, together with an appropriate type of cookie or cracker, and may display and sell Japanese flowers and floral arrangements.

The Teahouse shall, except as expressly provided to the contrary in this Article XXVII, be constructed, operated and maintained on the same terms and conditions as are applicable to other activities of LESSEE upon the Premises.

The terms and conditions hereof, specifically, applicable to the Teahouse are as follows: LESSEE shall at its expense construct and equip the buildings and facilities necessary for the operation of The Teahouse in strict compliance with other provisions of this Sublease Agreement applicable to other facilities to be constructed by LESSEE. The layout and preliminary plans of The Teahouse shall be included in those prepared by LESSEE for other building and improvements. It is mutually understood and agreed that The Teahouse shall be a separate activity, for purposes of attending to its operation, shall be independent of the other facilities and activities referred to in Article IV of this Sublease Agreement.

As and for rent for the Premises occupied by the Teahouse and as consideration for the privilege of operating the Teahouse within MARINE PARK, LESSEE agrees to pay to LESSOR an annual rental in a

sum equal to 40% of the net profits from the operation of the Teahouse during each year of the first ten (10) years of the Term and 50% of the net profits derived from the operation of The Teahouse during each year of the optional Term commencing with the 11th year of LESSEE'S occupancy of the Premises.

LESSEE shall keep and maintain records covering the operation of The Teahouse in accordance with the provisions of Article III hereof and shall within 30 days after the expiration of each year of the Term provide LESSOR with statements as provided in Article III and shall at that time pay to LESSOR the sums then determined to be due LESSOR as Rent.

The Term "Net Profits" as used in this Article shall be defined to mean total gross receipts as defined in Article III less all taxes including State Franchise taxes and Federal Income taxes, depreciation in the sums taken by LESSEE for Federal Income tax purposes, the costs of all materials, labor, utilities and other operating expenses normally and customarily incurred in a like business operating in the San Diego area. LESSEE shall not deduct from such gross receipts for purposes of determining the Net Profits upon which rent shall be computed, an excessive management, or managerial fee, or salary paid to its Manager, or to consultants, professional or otherwise, including but not limited to legal services, auditing, food consultants, labor, and insurance, etc.. The standard for establishing the amount of such charges shall be the practice in the area, whether or not time was actually spent on matters related to the Teahouse exclusively, the nature and seriousness of the problem for which such services were sought.

LESSEE and LESSOR shall mutually agree on the prices to be

charged initially upon the opening of the Teahouse. LESSEE shall not change such prices without LESSOR'S prior written approval.

XXVIII

Option To Extend Term

Upon condition that LESSEE shall have complied with all of the terms and conditions of this Sublease throughout the initial Term, LESSOR hereby gives and grants to LESSEE the Option and right to extend the Term of this Sublease for an additional term of Ten (10) years commencing at the expiration of the initial Term. Such optional Term shall be on all of the same terms and conditions as the initial Term.

LESSEE may exercise this Option by giving LESSOR written notice of its desire to exercise the Option at any time prior to six (6) months before expiration of the Term. It is hereby acknowledged that the Term hereof expires , 19 . Written notice to exercise this Option shall be given in compliance with ARTICLE XIX of this Sublease Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LESSEE: MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation,

By: _____

Its: _____

LESSOR: MARINE PARK CORP., a California corporation,

By: _____

Its: _____

By: _____

Its: _____

STATE OF CALIFORNIA]
] SS
COUNTY OF]

On this day of , 19 , before me, the undersigned, a Notary Public in and for said County and State, personally appeared known to me to be the of MURATA PEARL COMPANY OF CALIFORNIA, INC., a California corporation, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

[Notarial seal]

Notary Public in and for said County and State.

My Commission Expires:_____

STATE OF CALIFORNIA]
] SS
COUNTY OF]

On this day of , 19 , before me, the undersigned, a Notary Public in and for said County and State, personally appeared and , known to me to be the and of MARINE PARK CORP., a California corporation, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

[Notarial seal]

Notary Public in and for said County and State.

My Commission Expires:_____