

CITY OF SAN DIEGO CONSENT TO AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of October 21, 2014 (the "Effective Date"), as follows:

1. Master Lease. CITY, as lessor, and SEA WORLD LLC D/B/A SEAWORLD SAN DIEGO, a Delaware company ("LESSEE"), as lessee, are parties to a certain lease agreement (the "Lease") set forth in documents filed in the Office of the San Diego City Clerk as Document Nos. 762304; 765767; RR-259814; RR-263507; RR-266641; OO-18538-1; and RR-296787, and relating to certain CITY-owned real property (the "Premises") located in Mission Bay Park in San Diego, California. SEA WORLD PARKS & ENTERTAINMENT, INC., a Delaware Corporation and/or its subsidiary companies ("Sea World") own and operate the LESSEE.
2. Subject Agreement. LESSEE entered into an Agreement ("Agreement"), dated May 20, 2014, with BRP US INC., a Delaware corporation, ("BRP"), for the purpose to rent certain personal watercraft of BRP in LESSEE'S water show known as Cirque de la Mer ("Show") and to allow BRP to become the official exclusive personal watercraft sponsor of the Show. A copy of the Agreement is attached as Exhibit "A."
3. Consent Required. Pursuant to Article X, Assignment, and Article XXXIX, Institutional Advertising, of the Lease, LESSEE has requested the CITY'S consent to the Agreement.
4. No Release. Nothing herein shall release LESSEE from any of its obligations under the Master Lease.
5. Consent. Subject to the foregoing, CITY hereby consents to LESSEE entering into the Agreement with BRP, provided all of the following conditions are and remain true throughout the term of the Agreement:
 - (a) The Agreement shall be subject and subordinate to the terms and conditions of the Lease, as may be amended from time to time, and to this Consent;
 - (b) CITY is not a party or subject to the Agreement. CITY is not bound by any term or condition in the Agreement which in any way conflicts with CITY's rights or would otherwise result in increasing CITY's obligations under the Lease;
 - (c) CITY is not hereby obligated to LESSEE, BRP or to any governmental agent, board, commission, or agency with regard to any discretionary action relating to the Premises, the Agreement, or any activity to be done pursuant thereto;
 - (d) LESSEE shall timely remit all percentage rents due to CITY pursuant to the Lease as a result of the Agreement; and

(e) This Consent does not amend or otherwise modify the Lease.

If at any time any of the foregoing conditions are not true, this Consent shall automatically and retroactively become null and void as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 10/16/14

BY: [Signature]
Name: CUBALE THOMPSON
Title: JILSON RAIL SMITH BSCT

APPROVED as to form and legality this
21st day of October, 2014:

JAN I. GOLDSMITH, City Attorney

By: [Signature]
Name: Udda R. Mendoza
Title: Deputy City Attorney

Exhibit "A"
Agreement between
Sea World LLC and BRP US INC., a Delaware Corporation
[TO FOLLOW BEHIND THIS PAGE]

SEA WORLD LLC

BRP US INC.

AGREEMENT

THIS AGREEMENT is made as of May 20, 2014, by and among BRP US INC., a Delaware corporation with offices at 1111 J.A. Bombardier Blvd, SW, Palm Bay, Florida, USA, 32908 ("Contractor") and SEA WORLD, LLC, d/b/a SEAWORLD SAN DIEGO, ("SWSD") a Delaware limited liability company, with offices at 500 Sea World Drive, San Diego, California 92109-7995.

WHEREAS, SWSD owns and operates a theme amusement park known as SeaWorld San Diego (the "Park") which is presenting a water show that combines acrobatics, music and special effects known as Cirque de la Mer (the "Show");

WHEREAS, Contractor is engaged in the business of manufacturing and distributing, among other products, Personal Watercraft; and

WHEREAS, the SWSD desires to use certain Personal Watercraft in the Show and Contractor desires to provide certain Personal Watercraft to the Park and to become the Official Exclusive Personal Watercraft Sponsor of the Show.

WHEREAS, SWSD also desires to use its positive affiliation with Contractor to entice Contractor's current customers to visit the Park, thereby increasing guest traffic and adding revenue for SWSD such additional guest traffic.

NOW, THEREFORE, in consideration of the premises, promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM AND TERMINATION.

(a) The term of this Agreement shall commence on April 14, 2014 and shall terminate on April 14, 2016 (the "Term"), unless sooner terminated as hereinafter provided. Each April 14 through April 13 period shall be hereinafter referred to as a "Contract Year."

(b) SWSD may terminate this Agreement with or without cause upon thirty (30) days' written notice to Contractor.

(c) SWSD may terminate this Agreement in the event that (i) Contractor shall fail to perform any material covenant or to comply with the material terms or conditions of this Agreement and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, or (ii) if any of the representations or warranties made by Contractor in this Agreement shall prove to be untrue or inaccurate in any material respect.

(d) Contractor may terminate this Agreement in the event that (i) SWSD shall fail to perform any material covenant or to comply with the material terms or conditions of this Agreement and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, or (ii) if any of the representations or warranties made by SWSD in this Agreement shall prove to be untrue or inaccurate in any material respect.

2. PROMOTIONAL TERMS AND CONDITIONS.

(a) As consideration for certain promotional rights granted to Contractor by SWSD, Contractor shall loan to SWSD the Personal Watercraft identified in Section I of Exhibit A, attached hereto and incorporated herein by this reference, to be utilized in the Show (the "Functional Watercraft"). The four (4) Functional Watercraft shall be delivered to SWSD no later than April 18, 2014 for the 2014 season. At the time each Functional Watercraft is delivered to SWSD, Contractor shall also provide SWSD with such Functional Watercraft's dealer registration. In addition to the Functional Watercraft, Contractor shall also loan to SWSD a trailer in good working condition for the purpose of transporting the Functional Watercraft on public roads (the "Trailer"), which shall be delivered to SWSD no later than April 18, 2014 for the 2014 season. Contractor shall ensure that such trailer is registered with all appropriate government agencies and has current license plates affixed to it in accordance with all applicable laws.

(b) At the end of the 2014 season, on or before the Friday following the last performance date of the Show, SWSD may return all previously furnished Functional Watercraft to Contractor and Contractor may exchange said Functional Watercraft for comparable watercraft of the then current model year for the 2015 season. Upon such exchange, the parties shall prepare and sign a schedule listing such exchanged Watercraft which shall be deemed to be the Functional Watercraft and shall replace the exhibit prepared pursuant to Section 2(a) hereof. All exchanged Functional Watercraft and, if applicable, an exchanged Trailer, shall be delivered to SWSD no later than March 31, 2015 for the 2015 season. In addition to the aforementioned exchange, Contractor hereby grants SWSD the right to purchase any or all of the Functional Watercraft being replaced for the then fair market value. Should SWSD fail to return any of the Functional Watercraft, SWSD shall pay Contractor the then current MSRP (Manufacturers Suggested Retail Price) for any such Functional Watercraft.

(c) Unless terminated prior to the expiration of the Term, SWSD hereby grants to Contractor an exclusive right during the Term to be identified as the "Official Exclusive Personal Watercraft Sponsor" of the Park. Such identification shall be made via a mutually agreed-upon recorded or live announcement immediately following completion of each Show. Any other manner of featuring Contractor as the "Official Exclusive Personal Watercraft Sponsor" of the Show shall be approved in advance by SWSD. Contractor hereby acknowledges that SWSD may from time to time modify or discontinue the Show as it deems appropriate. SWSD shall notify Contractor in advance of any discontinuance or substantial modification of the Show which relates to any material aspect of Contractor's rights and obligations under this Agreement and if so, shall return the Functional Watercraft to Contractor within ten (10) days of such notification in writing.

(d) During the period beginning the Monday of the week of the First performance date of the Show and ending the Friday following the last performance date of the Show, SWSD shall supply Contractor with space at the Park near the Show venue suitable for the display only of a "Sea Doo®" personal watercraft and Spyder Roadbike to be provided by Contractor identified in Section II of Exhibit A (the "Display Watercraft"). The cost of any such display will be borne solely by Contractor. SWSD and Contractor will mutually agree on signage that will be created for acknowledging the sponsorship and giving facts about the display vehicles' adherence to State of California emissions standards. (The "Functional Watercraft" and the "Display Watercraft" shall be collectively referred to hereinafter as the "Watercraft" unless more specifically defined.)

(f) SWSD shall provide to Contractor during each Contract Year One Hundred and Ninety Five (195) single-day admission tickets to the Park. Tickets are currently valued at \$84.00 each (total value \$16,380.00). Contractor acknowledges and agrees that SWSD may increase or decrease the value of its single-day admission tickets in its sole discretion, in accordance with its corporate policies. Such

tickets shall be used by Contractor's employees or their immediate families and not for resale or transfer to any other parties.

(g) SWSD shall, at its own expense, operate and maintain the Show and pay all taxes thereon, including taxes on any personal property owned by SWSD that is used in connection with the Show. All proceeds derived from operation of the Parks and the Show shall be on account of, retained, and owned by SWSD.

(h) During the Term and subject to SWSD's continued operation of the Show, SWSD shall, at its own expense:

(i) maintain the Show in a first-class manner, adhering to the standards applied to other comparable attractions in the Parks; and

(ii) provide suitably attired attendants to staff the Show. The attendants shall be employees or independent contractors of SWSD, and Contractor shall not have participation in or responsibility for the hiring, supervision, compensation or indemnification of the attendants but may participate in the training of the employees regarding Contractor, its products and services, such training to be conducted at Contractor's expense and at a time mutually agreeable to the parties. If requested by SWSD, Contractor may provide its employees for such staffing, any such employees to be subject to SWSD's rules and regulations.

(i) Except as otherwise expressly provided herein, SWSD shall have complete discretion in operation and maintenance of the Show. Provided it complies with Section 2(c) of this Agreement, SWSD shall have the right to advertise and publicize the Show and the Parks in any manner which SWSD may elect.

(j) Contractor agrees that it shall have no interest in, claim in or to, or right of ownership in the Parks, or the Show, any of the buildings, structures, fixtures, or additions or improvements to the Parks, the Show or to any graphics or signs installed in the Parks. Notwithstanding any other provision of this Section, SWSD shall not unreasonably refuse to return to Contractor any graphic materials, signs, and banners for which Contractor might have some use; provided such graphic materials, signs, and banners do not display any of Park Properties or SWSD Trademarks (as defined in Section 7(a)), or any copyrighted matter owned by SWSD.

(k) 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.

(l) Contractor shall be the Official Exclusive Personal Watercraft Sponsor of the Show on the terms and conditions herein contained. Nothing herein shall be construed as preventing SWSD from entering into sponsorship or partnership agreements with other parties, who may manufacture personal watercraft; provided, however, such agreements shall not allow sponsorship or participation in the Show of a competitive personal watercraft manufactured and sold by companies other than Contractor. By way of example and not by limitation, SWSD may enter into an agreement with a motorcycle manufacturer to be the official motorcycle of the Park even though such motorcycle manufacturer may also manufacture personal watercraft.

3. MAINTENANCE OF WATERCRAFT.

(a) During the Term, SWSD shall perform at its own expense all maintenance on the Functional Watercraft (except for repairs covered by the manufacturer's limited warranty) and keep the Functional Watercraft in good appearance and working condition, normal wear and tear excepted. SWSD shall work with a Contractor-designated dealer listed in Section 3(c) below on maintenance and repair issues pursuant to this Section 3(a).

(b) Contractor shall be responsible for all defects or mechanical failures in the Functional Watercraft beyond routine maintenance that are covered by the manufacturer limited warranty. All requests for repairs of defects or mechanical failures pursuant to this Section 3(b) shall be addressed to the dealer listed in Section 3(c) below. If the Functional Watercraft is unable to be repaired, Contractor, through such dealer listed below, shall provide a replacement or loaned Functional Watercraft.

(c) For the purposes hereof, SWSD shall contact the following Contractor-authorized dealer and have such dealer perform any and all necessary maintenance work and repairs on the Functional Watercraft:

North County's House of Motorcycles
1725 Hacienda Dr, Vista, CA 92081
(760) 433-4333

4. OPERATION OF WATERCRAFT. SWSD hereby covenants that the Functional Watercraft shall be operated and driven (a) exclusively by Park employees and independent contractors of the Park; (b) in accordance with United States Coast Guard rules and all applicable federal, state and local laws and regulations and (c) in accordance with the Operator's Guide, Safety Handbook and on-product warning labels provided by Contractor including, without limitation, wearing at all times an approved personal floatation device and all other appropriate protective clothing.

5. MODIFICATION OF WATERCRAFT. SWSD may modify the appearance of the Functional Watercraft including, but not limited to, vinyl wrapping or placing decals or fabric on the Watercraft to resemble characters of the Show or incorporate the thematic elements of the Show. SWSD shall be required to remove any such modifications upon expiration or early termination of this Agreement or replacement of the Functional Watercraft pursuant to Section 2(b) hereof. SWSD shall ensure that any modification of the appearance does not cover any warning labels, Contractor decals or Contractor logos.

6. PUBLICITY.

(a) SWSD owns all rights including all copyrights in and to the Show 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 Show and the Watercraft used in connection with the Show and displayed at the Park ("Recordings"). SWSD shall have the right but not the obligation to edit, reproduce, print, disseminate, display, distribute and otherwise publish such Recordings, including any portion in which any of the Watercraft appear or are mentioned, for industrial, publicity, promotion, and/or advertising purposes of the Show alone or the Show in conjunction with the Parks, or for any other purpose as SWSD deems appropriate in its sole discretion, without any compensation to or further permission from Contractor. For purposes of clarification, and notwithstanding the provisions of Section 7(b) hereof, Contractor hereby acknowledges and agrees that SWSD shall have the right and may grant others the right to edit, reproduce, print, disseminate, display, disseminate, distribute and otherwise publish such Recordings, including any portion in which any of the Watercraft appear or are mentioned, in connection with industry and trade events, including (without limitation) IAAPA events and publications, to the extent such actions do not damage, disparage or derogate Contractor, its reputation

and/or any of its products or services. In addition, Contractor may require SWSD to include such trademark and copyright notices as Contractor deems necessary or appropriate in its sole judgment on any such Recordings.

(b) Contractor understands that the promotional rights granted by SWSD to Contractor in this Agreement are exclusive only with regard to the Watercraft as it appears in the Show at the Park, and does not extend to any other theme park or property owned by SWSD or its parent, subsidiary or affiliated entities. Contractor also understands that, in addition to the Watercraft, SWSD intends to use other types of marine products, excluding competitive products manufactured and sold by companies other than Contractor, in the Show under similar promotional arrangements, so long as no such company is identified to the public as the "Official Exclusive Personal Watercraft Sponsor" of the Show.

(c) Subject to Section 2(d), SWSD makes no warranties or representations concerning the amount of exposure the Watercraft will receive at the Show and/or displayed at the Park and concerning the use of the Watercraft in the Show and/or display at the Park. Whether to present the Show shall be determined solely by SWSD, based on several factors including, but not limited to, weather, water conditions and the condition of the Watercraft. However, should SWSD discontinue the Show or not use the Watercraft in a majority of the Shows, SWSD shall be obligated to return the Watercraft to Contractor.

7. TRADEMARKS.

(a) Contractor acknowledges that SWSD owns: (1) certain trade names, trademarks, service marks, logos and characters and the goodwill associated with each (hereinafter "SWSD's Trademarks"), and (2) copyrights and works relating to the Parks and the operation, advertising and promotion of the Parks ("Parks' Properties"). Contractor acknowledges that SWSD's Trademarks and Parks' Properties are valuable assets of SWSD and that this Agreement does not transfer or convey to Contractor or any third party any ownership rights in and to SWSD's Trademarks and/or Parks' Properties owned by SWSD, or any of SWSD's parent, subsidiary or affiliated companies (collectively, the "SWSD Properties"). Except as set forth in Section 8 below, Contractor shall not have the right to use, and shall not use, in any way or for any purpose, the names "SWSD", "SeaWorld" or any similar name, or any other Park Properties, without the express prior written consent of SWSD in each instance. Nothing contained in this Section 7 (a) shall be construed as limiting Contractor's rights with respect to advertising in accordance with Section 8 of the agreement.

(b) SWSD acknowledges that Contractor owns: (1) certain trade names, trademarks, service marks, logos and characters and the goodwill associated with each (hereinafter "Contractor's Trademarks"), and (2) copyrights and works relating to the Watercraft and the operation, advertising and promotion of the Watercraft ("Watercraft Properties"). SWSD acknowledges that Contractor's Trademarks and Watercraft Properties are valuable assets of Contractor and that this Agreement does not transfer or convey to SWSD or any third party any ownership rights in and to Contractor's Trademarks and/or Watercraft Properties owned by Contractor or any of its parent, subsidiary or affiliated companies. Except as required in order for SWSD to fulfill its obligations to Contractor hereunder, SWSD shall not have the right to use, and shall not use, in any way or for any purpose, Contractor's names, Contractor's Trademarks or Watercraft Properties owned by Contractor, or any of its parent, subsidiary or affiliated companies (collectively, "Contractor Properties") without the express prior written consent of Contractor. Nothing contained in this Section 7(b) shall be construed as limiting SWSD's rights with respect to the Recordings as described in Section 6(a) of the Agreement.

8. ADVERTISING.

(a) Contractor shall have the right, during the Term, to advertise and publicize, anywhere in the world, Contractor's Official Exclusive Personal Watercraft Sponsor status in association with the Show, park characters, merchandise, sweepstakes, in advertising or publicity; provided, however, that all such advertisement and publicity must receive the prior written approval of SWSD in each instance as set forth in Section 8(c) below.

(b) Contractor shall not use, for any purpose, photographs of the Park or Show without the prior written approval of SWSD. It is agreed that Contractor may use the Park for location photography provided that prior written approval is granted by SWSD as set forth in Section 8(c) below.

(c) Contractor shall submit to SWSD all advertising material (including promotional copy, artwork and layout) relating to Contractor's Official Exclusive Personal Watercraft Sponsor status in association with the Show 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. Contractor agrees not to use any such advertising material relating to Contractor's Official Exclusive Personal Watercraft Sponsor status in association with the Show without first obtaining in writing the specific approval of SWSD. In determining whether to grant such approval, SWSD shall exercise its judgment in good faith. Contractor shall furnish to SWSD final proofs or scripts of all advertising material relating to Contractor's Official Exclusive Personal Watercraft Sponsor status in association with the Show which differs significantly from the proposals or prototypes previously approved by SWSD. 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. SWSD may require Contractor to include such trademark and copyright notices as SWSD finds necessary or appropriate in its sole judgment on any such advertising or promotional materials relating to Contractor's Official Exclusive Personal Watercraft Sponsor status in association with the Show which display SWSD's name, or any other name, designs, logos, symbols, trademarks, service marks, or any other SWSD Properties. If SWSD reasonably finds any proofs or scripts significantly different from the proposals or prototypes approved, or any SWSD Properties are inappropriately or untimely used, Contractor shall, immediately after being notified to that effect by SWSD, 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.

(d) SWSD shall place Contractor's logo on all Park maps that promote the Park as an "Official Partner." Contractor, with prior SWSD approval as set forth in Section 8(c) above, will have the right to use the Park name and photographs, films or other representations of the Park in connection with advertising to include website or promotion of its name and products. Contractor, with prior SWSD approval as set forth in Section 8(c) above, will be able to utilize Park characters and promotional elements (Park merchandise, sweepstakes trips, discounted admission) in advertising and consumer promotion programs.

9. INDEMNIFICATION

(a) Contractor agrees to indemnify, hold harmless and defend SWSD, its parent, affiliated and subsidiary companies, and the officers, directors, agents and employees of each, from and against any and all claims, suits, damages, loss, liabilities, costs and expenses in relation to any third party claims (whether based on tort, breach of contract, patent or copyright infringement, or otherwise paid whether or not suit is filed), 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 proceeding), and other legal expenses (collectively, "Claims") to the extent arising out of or

based on (i) the design and manufacture of the Watercraft, (ii) any designs or materials provided by Contractor for use in advertising or promotions permitted hereunder regardless of SWSD's prior approval of such designs or materials, (iii) Contractor's breach of any provision of this Agreement; (iv) the acts or omissions of Contractor or its representatives, agents or employees in relation hereto; or (v) libel, slander, invasion of privacy, or infringement of copyright or trademark, resulting from SWSD's authorized use and/or display of Contractor Properties as contemplated hereby.

(b) SWSD agrees to indemnify, hold harmless and defend Contractor, its parent, affiliated and subsidiary companies, and the officers, directors, dealers, agents and employees of each, from and against any and all Claims to the extent arising out of or based on (i) SWSD's operation or promotion of the Show; (ii) any designs or materials provided by SWSD for use in advertising or promotions permitted hereunder regardless of Contractor's prior approval of such designer materials; (iii) SWSD's breach of any provision of this Agreement; (iv) acts or omissions of SWSD, its representatives, agents or employees including, without limitation, the negligent operation or storage of the Watercraft and failure to maintain the Watercraft as required herein; or (v) libel, slander, invasion of privacy, or infringement of copyright or trademark, resulting from Contractor's authorized use and/or display of SWSD's Properties as contemplated hereby.

(c) Contractor hereby expressly waives any and all claims, of whatever nature, for any and all loss or damage sustained by reason of any defect, deficiency, or failure of the Watercraft, except to the extent any of the same is caused by the acts or omissions of SWSD's employees or independent contractors.

(d) Each party shall give the other party prompt notice of any claim, demand or action coming within the purview of the indemnities contained in this Section 9. Upon the written request of an indemnitee, the indemnitor will assume the defense of any such 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 indemnitors from the indemnity as to the claim, demand or action so settled. Termination of the Agreement shall not affect the continuing obligations of each of the parties as an indemnitor hereunder.

10. INSURANCE.

(a) Contractor shall provide SWSD, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that it has a commercial general liability insurance policy (including products liability) in force with at least Two Million Dollars (\$2,000,000.00) single limit liability. The certificate shall also certify that SWSD is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to SWSD, shall be primary regardless of any other coverage which may be available to SWSD. Coverage shall be on an occurrence rather than a claims-made basis. The policy shall be written so that SWSD 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. Contractor shall not violate, or permit to be violated, any conditions of said insurance policy, and Contractor 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 SWSD's obligations hereunder that Contractor shall have furnished to SWSD the insurance certificate as aforesaid.

(b) SWSD hereby agrees to have the Functional Watercraft properly insured against partial or total loss caused by the acts or omissions of SWSD's employees or independent contractors.

(c) SWSD shall provide Contractor, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that it has a commercial general liability policy in force with at least Two Million Dollars (\$2,000,000) single limit liability and a marine and indemnity insurance policy in force with at least Two Million Dollars (\$2,000,000.00) single limit liability. The certificate shall also certify that Contractor is an additional insured under the commercial general liability policy only. Coverage shall be on an occurrence rather than a claims-made basis. The policy shall be written so that Contractor 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. SWSD shall not violate, or permit to be violated, any conditions of said insurance policy, and SWSD 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 Contractor's obligations hereunder that SWSD shall have furnished to Contractor the insurance certificate as aforesaid.

11. REPRESENTATIONS AND WARRANTIES.

(a) Contractor represents and warrants to SWSD that all Watercraft:

- (i) are of good and merchantable quality; and
- (ii) meet all applicable standards in effect from time to time during the Term required by Federal and state laws for such Watercraft, including all U.S. Coast Guard safety requirements.

(b) Contractor represents and warrants to SWSD that the services provided by Contractor or any party designated or approved by Contractor under this Agreement will be performed in a professional and workmanlike manner.

(c) SWSD represents and warrants that it has reviewed the specifications and description of the Functional Watercraft and that it solely relies on such specifications and description to assess and determine the fitness of the Functional Watercraft for SWSD's intended use at the Park. SWSD further acknowledges and agrees that no representation or warranty of any kind or nature whatsoever has been given by Contractor regarding the fitness of the Functional Watercraft for SWSD's intended use at the Park.

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, hurricanes, tornadoes, earthquakes, 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 shall be extended with respect to such Park for an equal period. The party failing to perform or which is delayed in performance hereunder shall give written notice to the other party within ten (10) days after the occurrence of any such cause and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing its obligations hereunder. Each party shall exercise due diligence to remove or remedy any such causes delaying, interrupting or preventing its performance hereunder and shall give the other party prompt written notice when that has been accomplished.

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 Term and for a period of at least two (2) years following the termination of this agreement, Contractor shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to SWSD for payment hereunder were valid and proper, and (ii) no payments have been made, directly and indirectly, by or on behalf of Contractor to or for the benefit of any SWSD or Park employee or agent who may reasonably be expected to influence SWSD's decision to enter into this Agreement, or the amount to be paid by SWSD 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 United States generally accepted accounting principles consistently applied. SWSD 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.

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. 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, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given and received: (a) when delivered in person, (b) three (3) business days after deposit in the United States mail, postage prepaid, return receipt requested, (c) one (1) business day after delivery to an overnight courier service with payment provided for, or (d) in the case of telex or telecopy or fax, when sent, verification received, in each case with proof of delivery provided, addressed as follows:

If to Contractor:

BRP US, Inc.
1111 J.A. Bombardier Blvd
Palm Bay, Florida 32908
USA
Attn: Jeff Proctor

If to SWSD:

Sea World LLC
500 Sea World Drive
San Diego, California 92109
Attn: _____

With copies to:

"General Counsel"
726 St. Joseph Street
Valcourt, Quebec
Canada, Joe 200

With copies to:

SeaWorld Parks & Entertainment, Inc.
9205 South Park Center Loop, Suite 400
Orlando, Florida 32819
Attn: General Counsel
Telecopy No.: 407-226-5029

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. 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) This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements in regard thereto. The parties have not relied upon any inducements, promises, warranties or undertakings other than those expressly set forth in this Agreement. Nothing in this Agreement shall give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under this Agreement except that the indemnitees specified in Section 9 may enforce their rights thereunder.

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

(c) 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 subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any 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.

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

(e) This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(f) If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent.

(g) The provisions of Sections 7, 9 and 13(b) shall survive the expiration or earlier termination of this Agreement.

(h) In addition to all other rights available under the law, each party shall be entitled to injunctive relief restraining the breach or threatened breach of each obligation under this Agreement and to specific performance of each obligation under this Agreement. The parties agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach of any obligation under this Agreement and agree to waive the defense in any action for injunctive relief or specific performance of any obligation under this Agreement that a remedy of law would be adequate. This section shall not apply to the payment obligations of either party.

(i) This Agreement is made in the State of Florida and shall be governed by the substantive provisions of Florida law. The parties agree that any legal action or proceeding with respect to this Agreement shall be brought in the United States District Court for the Middle District of Florida or, if such court does not have jurisdiction, in any court of general jurisdiction in Orange County, Florida.

Both parties consent to the personal jurisdiction of such courts, agree to accept service of process by certified or registered mail and hereby waive any jurisdictional or venue defenses otherwise available to them.

18. WAIVER AND RELEASE. SWSD shall require all third party performers who will be operating the Functional Watercraft during the Show to first execute a waiver and release in such form as is reasonably acceptable to SWSD and Contractor, which shall release SWSD and Contractor from liability in connection with the operation of the Functional Watercraft.

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

BRP US INC.

By: Jeff Proctor

Title: Regional Director - Southwest US

Date: 5/20/2014

By: KW

Title: District Sales Manager

Date: 5/20/14

SEA WORLD, LLC D/B/A SEAWORLD SAN DIEGO

By: Jaime

Title: Park President (Red)

Date: 5/19/14

EXHIBIT A
THE WATERCRAFT

I. THE FUNCTIONAL WATERCRAFT

4– GTI SE 130 Model #24D, MSRP \$9,999 each

II. THE DISPLAY WATERCRAFT

For display described in Section 2(e) of the Agreement – These will be non-functioning vehicles:

1 – Can-Am Spyder ST-S Circuit, MSRP \$20,349

1 – Wake Pro 215 Model #26DA MSRP \$14,199