

CITY OF SAN DIEGO CONSENT TO SUBLEASE

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of February 10, 2014 (the "Effective Date"), as follows:

CITY, as lessor, and SEA WORLD LLC D/B/A SEAWORLD SAN DIEGO, a Delaware limited liability 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.

SEAWORLD PARKS & ENTERTAINMENT, INC., a Delaware Corporation and/or its subsidiary companies ("Sea World") own and operate the LESSEE. Sea World intends to enter into a Lease ("Agreement"), which in effect is a sublease at the Premises, with ANHEUSER-BUSH EMPLOYEES' CREDIT UNION AND ITS DIVISION, ("Credit Union"), for the purpose of operating a credit union business office on a portion of the Premises. A copy of the Agreement is attached as Exhibit "A."

Pursuant to Section A of Article III, Use of the Premises and Article X, Assignment, of the Lease, LESSEE has requested the CITY'S consent to sublease a portion of the Premises to Credit Union.

CITY hereby consents to LESSEE subleasing a portion of the Premises to Credit Union, 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 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, Sea World, Credit Union, 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, Sea World and Credit Union shall defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established for damages or

CITY ATTORNEY

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CIVIL DIVISION

injuries to any person or property, including without limitation any injury to officers, employees, agents, invitees, guests, subtenants or licensees of LESSEE, Sea World or Credit Union, which arise out of or are in any manner directly or indirectly connected with the Agreement, Credit Union's use of or operations on the Premises, the condition of the Premises, or from any act or omission of Credit Union or any of its employees, agents, invitees, guests, subtenants or licensees; provided, however, this duty to indemnify and hold harmless shall not include any established liability arising from the established gross negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents or employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LESSEE, Sea World and Credit Union shall, jointly and severally, pay all of the costs related thereto, including without limitation reasonable attorney fees and costs;

- (e) LESSEE shall timely remit all percentage rents due to CITY pursuant to the Lease as a result of the Agreement;

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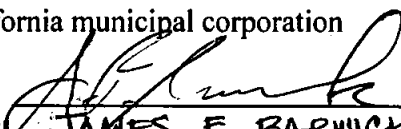
- (f) LESSEE, Sea World and Credit Union shall comply with all applicable local, state and federal policies, ordinances, laws, regulations and rules in performing the terms and conditions of the Agreement with regard to the Premises.

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.

This Consent does not amend or otherwise modify the Lease.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 2/6/14

BY: 

Name: JAMES F. BARWICK, CCIM

Title: DIRECTOR, REAL ESTATE ASSETS
DEPARTMENT

Acknowledged and understood:

SEA WORLD LLC, a Delaware limited liability company

Date: 1/30/14

By: 

Name: John Keilly

Title: Park President

Date: Jan 24, 2014

SEAWORLD PARKS & ENTERTAINMENT, Inc,
a Delaware corporation

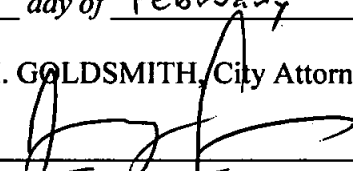
By: 

Name: Norbert Dean

Title: Chief Procurement Officer

APPROVED as to form and legality this
10th day of February, 2014:

JAN I. GOLDSMITH, City Attorney

By: 

Name: Jeremy Fonseca

Title: Deputy City Attorney

Exhibit "A"
Lease Agreement between
Sea World LLC and Anheuser-Busch Employees' Credit Union and its Division
[TO FOLLOW BEHIND THIS PAGE]

LEASE

This LEASE is made as of the 1st day of December, 2013, between Sea World LLC, a Delaware Limited Liability Company, hereinafter referred to as LESSOR, and the Anheuser-Busch Employees' Credit Union and its Division, hereinafter referred to as LESSEE.

Recitals

A. LESSOR is the owner of a theme park, offices and related facilities (the "Facility") located at 500 Sea World Drive, San Diego, CA.

B. SUBLESSOR desires to sublease to SUBLESSEE, and SUBLESSEE desires to sublease from SUBLESSOR, an area located at the Facility and consisting of approximately 465 square feet of space located within the southeastern-most portion of SUBLESSOR's building consisting of approximately 10,184 square feet and designated as "Building A" on Exhibit A (the Building") attached hereto and incorporated herein by this reference, and the Automated Teller Machine Addition constructed by SUBLESSEE and attached to such Building (collectively, the "Demised Premises") as a credit union office for credit union purposes only.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, LESSOR and LESSEE agree as follows:

1. GRANTING CLAUSE. Subject to obtaining the consent to this Lease from the City of San Diego under LESSOR'S prime lease with the City of San Diego (the "Ground Lease") as a precondition to the effectiveness hereof, LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Demised Premises, in the present condition thereof, for the term and upon the terms and conditions set forth in this Lease, for purposes of LESSEE's use of the Demised Premises as a credit union office for credit union purposes only. LESSOR makes no warranty or representation whatsoever, express or implied, regarding the condition, or the fitness for any particular purpose or use, of the Demised Premises. LESSEE acknowledges and agrees it is leasing all such property "as is" and "where is" and that by occupying the Demised Premises, LESSEE shall be deemed to have accepted the same as suitable for the purpose herein intended. This Lease and LESSEE's rights hereunder are in all respects subordinate and subject to the terms of the Ground Lease. Unless otherwise expressly agreed by the City of San Diego in writing, this Lease shall terminate upon the termination of the Ground Lease for any reason. Except as specifically provided herein, LESSEE covenants and agrees to observe all of the covenants and obligations of LESSOR as tenant under the Ground Lease with LESSOR as they relate to the Demised Premises of LESSEE. The failure of LESSEE to timely observe and perform the covenants and obligations of the Ground Lease with respect to the Demised Premises of LESSEE shall be a default hereunder. In connection with its use of the Demised Premises, LESSEE shall obtain all necessary

consents from the City of San Diego required by LESSOR under the Ground Lease as they relate to the Demised Premises of LESSEE.

2. TERM. The term of this Lease shall commence on the 16th day of December, 2013, and end on the 31th day of December, 2019, unless earlier terminated as provided in this Lease.

3. RENTAL. Commencing on the 1st day of January, 2014, LESSEE agrees to pay to LESSOR an annual rental of Seven Thousand (\$7000.00) due and payable on the 1st day of January of each year during the term of this Lease.

4. UTILITIES. All telephone and data lines necessary to serve the Demised Premises shall be obtained and maintained in the name of and by LESSEE only, and paid as they become due. LESSOR shall provide electrical service, heating and air conditioning, but shall have no liability to LESSEE for any interruption in said service. LESSOR shall have no obligation to provide any other utility services to the Demised Premises.

5. ACCESS. Subject to circumstances beyond the control of LESSOR, during the term of this Lease, (i) LESSOR agrees that LESSEE's employees, members, and invitees shall have the right of ingress to and egress from the Demised Premises over and across the Facility, through such areas and subject to such rules as LESSOR may from time to time determine in its reasonable discretion, (ii) LESSOR agrees that, in connection with LESSEE's use of the Demised Premises, LESSEE's employees shall have the right to utilize the restrooms and break areas in the Administration Building, subject to such rules as LESSOR may from time to time determine in its reasonable discretion, and (iii) LESSEE shall have a non-exclusive license, for the benefit of LESSEE's employees, agents and customers, to park in LESSOR's employee parking lot, subject to such designation of space and other rules as LESSOR may adopt from time to time, provided, however, that such use shall be at the risk of LESSEE's employees, members and invitees. LESSEE agrees to indemnify, defend and hold harmless LESSOR and the City of San Diego from and against any and all claims, causes of action, damages, losses and/or liabilities asserted against or incurred by LESSOR arising out of the use of such rights or access and parking, unless solely and directly attributable to LESSOR's negligent or intentionally wrongful act.

LESSEE agrees that LESSOR shall have access to the Demised Premises upon reasonable prior notice to LESSEE (except in the case of emergency, in which case no notice shall be necessary) for purposes of inspecting the same or making any necessary or desired repairs or improvements to the Demised Premises, Administration Building or Facility. Within ten (10) days after the date of this Lease, LESSEE shall provide LESSOR with a key to the Demised Premises to be utilized by LESSOR in the event after-hours access to the Demised Premises is required.

6. SECURITY. LESSEE agrees that it will provide its own security, and acknowledges that LESSOR is not responsible for securing the Demised Premises or any of LESSEE's property or any of the property of any third party. Any security which LESSOR may elect to provide with respect to the Demised Premises as a part of its security for the Facility shall be deemed to be for the sole benefit of LESSOR, and LESSOR shall have no liability to LESSEE arising from the failure or inadequacy of such security and LESSOR shall indemnify LESSOR and the City of San Diego from any claims by any third parties for any loss of property or personal injury.

7. TAXES. If any improvements to the Demised Premises or any of LESSEE's personal property, furniture, fixtures or equipment on the Demised Premises should cause an increase in LESSOR's property taxes, LESSEE shall be responsible for that portion of such taxes and shall pay the same to LESSOR on demand. LESSEE shall be responsible for, and shall pay prior to delinquency, all taxes levied or assessed against the personal property, furniture, fixtures and equipment placed by LESSEE on the Demised Premises.

8. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. LESSEE agrees that it will renovate, alter and improve the existing improvements located on the Demised Premises in accordance with the terms of this Lease. LESSEE shall be responsible for the cost of all renovations, alterations and/or improvements in and to the Demised Premises, including the cost of installing and maintaining telephone and data lines. As part of such renovation and improvement, LESSEE shall cause the Demised Premises and facilities related to LESSEE's use of the Demised Premises to conform to the requirements of all applicable laws, including the Americans with Disabilities Act and all regulations issued under the authority of said Act, and LESSOR hereby disclaims any representation or warranty, express or implied, that the Demised Premises and related facilities are in compliance with said laws or Act. All improvements placed on or made to the Demised Premises by LESSEE, including, without limitation, the Automated Teller Machine Addition, and including all working drawings and plans with respect to any improvements, shall be subject to the prior written approval of LESSOR. LESSOR hereby approves the installation of such equipment and fixtures as are normally used by a financial institution, including, but not limited to, safes, vaults, teller counters, security systems, computer systems, desks, chairs, office furniture and telephones. LESSOR agrees to approve the installation of one or more free-standing Automated Teller Machines ("ATMs") in the Demised Premises, as LESSEE shall reasonably deem necessary; provided, however, that the ATMs shall (a) in LESSEE's discretion, be cash-dispensing only or full service, including the ability to dispense cash, accept deposits and sell stamps and (b) not be available for use by any persons other than the employees of LESSOR and of LESSOR's parent, subsidiaries and affiliates. The ATMs shall remain the sole property of LESSEE, and LESSEE shall be solely responsible for the installation and maintenance of the ATMs. LESSEE shall not make any alterations, additions or improvements in or to the Demised Premises without the prior written consent of LESSOR; LESSOR's consent shall not be unreasonably withheld to non-structural alterations, otherwise LESSOR's consent may be granted or withheld in its sole discretion. Any and all such alterations, additions or improvements shall be made at LESSEE's sole cost and expense, shall be performed in compliance with all applicable laws and in a workmanlike manner, shall not lessen the value of the Demised Premises or the Facility, and shall be done without the creation of any mechanic's, materialmen's or similar liens. LESSEE shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the Facility or the interest of LESSOR in the Demised Premises, including liens by those who may furnish materials or perform labor for any construction and repairs. LESSEE covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Demised Premises on account of which any lien is or can be validly and legally asserted against the Demised Premises or the improvements thereon and that it will defend, save and hold LESSOR harmless from any and all loss, cost or expense based on or arising out of any asserted claims or liens against the Facility, the right, title and interest of LESSOR in the Demised

Premises, or the leasehold estate. LESSEE agrees to give LESSOR immediate written notice of the placing of any lien or encumbrance against the Facility or the Demised Premises.

9. REPAIRS. LESSEE shall, at all times during the term of this Lease, and at its own cost and expense, repair, replace, and maintain in a good condition and state of repair and appearance, in accordance with all applicable laws and regulations, the Demised Premises, and any improvements, additions, and alterations thereto, and shall use all reasonable precaution to prevent waste, damage or injury to the same.

LESSEE and LESSOR agree that upon request by LESSEE, LESSOR may, in its sole discretion and as an accommodation to LESSEE, perform through LESSOR's on-site maintenance and engineering staff, or coordinate the performance by third-party providers, such maintenance and repair items as LESSEE and LESSOR may agree upon from time to time, all of which shall be done at LESSEE's cost and expense. Before performing any such work, LESSOR shall provide LESSEE with an estimate of the cost of performing such maintenance and repair items (whether by LESSOR's on-site maintenance and engineering staff or by third-party providers) and shall obtain LESSEE's approval of such estimate. Unless otherwise agreed to in writing between LESSOR and LESSEE, LESSEE shall pay the cost of any such items of maintenance or repair work to LESSOR within twenty (20) days after receipt of LESSOR's invoice therefore.

10. INSURANCE: RELEASE AND WAIVER OF SUBROGATION. During the term of this Lease and for any further time that LESSEE shall hold the Demised Premises, LESSEE shall obtain and maintain at its expense the following types and amounts of insurance:

(1) Property Insurance. Special Form property insurance covering LESSEE's alterations and improvements to the Demised Premises and its trade fixtures, equipment, furnishings and other personal property on or about the Demised Premises. Such insurance shall be written on a replacement cost basis in an amount at least equal to ninety percent (90%) of the replacement cost of such insured property.

(2) Liability Insurance. Commercial general liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property arising out of LESSEE's use and occupancy of the Demised Premises and/or in connection with LESSEE's work on or about the Demised Premises. Such insurance shall name LESSOR and the City of San Diego as additional insureds, shall contain a contractual liability clause or endorsement, and shall provide for coverage limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate per location.

(3) Worker's Compensation and Employer Liability Insurance. Worker's compensation insurance in statutory amounts to comply with the applicable laws of the State of California (but not less than \$500,000) covering all employees of LESSEE on or about the Demised Premises, and employers' liability insurance in an amount of not less \$1,000,000 for each accident, bodily injury and disease and bodily injury by disease. A Waiver of Subrogation in favor of LESSOR and the City of San Diego shall be obtained from LESSEE's insurer.

(4) Automobile Liability Insurance. Automobile liability insurance in accordance with the requirements of San Diego law as to the ownership, maintenance and use of all owned, non-owned, leased

or hired vehicles. The bodily injury and property damage limits shall not be less than \$2,000,000 combined single limit.

(5) **Umbrella Liability Insurance.** An umbrella liability insurance policy with coverage limits of not less than \$5,000,000 shall be issued by one or more insurance carriers for coverage in excess of the insurance policies required herein. Such insurance shall name LESSOR and the City of San Diego as additional insureds.

All policies of insurance provided pursuant to this Section 10 shall be issued in form reasonably acceptable to LESSOR, by insurance companies having and maintaining at least an A-VIII rating in the most currently available "Best's" Insurance Reports, and qualified to do business in the state in which the Demised Premises are located. In addition, (i) each policy or a certificate thereof shall be delivered to LESSOR within ten (10) days after the date of execution of this Lease, and thereafter, at least twenty (20) days prior to the expiration of each such policy, (ii) each policy shall contain a provision that the insurer will give LESSOR at least twenty (20) days' notice in writing in advance of the insurer's intention to cancel, refuse to renew, terminate or otherwise reduce coverage under the policy, and (iii) each policy shall be written as a primary policy which does not contribute to and is not in excess of coverage which LESSOR may carry. The property insurance provided by LESSEE as set forth in Paragraph (1) above shall name LESSOR as a loss payee, and the liability insurance provided by LESSEE as set forth in Paragraph (2) and Paragraph (5) above shall name LESSOR as an additional insured. LESSOR and LESSEE each hereby release and waive all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise on account of loss or damage to property to the extent that such loss or damage is covered by insurance. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also provided that such a policy can be obtained without additional premiums.

11. **DAMAGE OR DESTRUCTION.** In the event the Demised Premises or any improvements on the Demised Premises shall be wholly or partially damaged or destroyed by fire or other casualty and neither LESSOR nor LESSEE elects to terminate this Lease as hereinafter provided, LESSOR shall promptly replace and restore the Demised Premises and improvements on the Demised Premises to the condition in which the Demised Premises were delivered to LESSEE, and LESSEE shall promptly replace and restore any additional alterations and improvements made to the Demised Premises and LESSEE's trade fixtures, equipment, furnishings and other personal property. LESSEE's replacement and restoration shall be performed with all due diligence, at LESSEE's sole cost and expense, in compliance with all applicable laws and in a workmanlike manner, shall not lessen the value of the Demised Premises or the Facility, and shall be done without the creation of any mechanic's, materialmen's or similar liens. If the Demised Premises or any improvements on the Demised Premises are wholly or partially damaged or destroyed by fire or other casualty and restoration of such damage or destruction cannot reasonably be completed within one hundred twenty (120) days from the date of casualty, then this Lease may be terminated by either LESSOR or LESSEE by giving written notice to the other within thirty (30) days after the occurrence of such casualty. In addition, after any such casualty, LESSOR shall have the right to terminate this Lease upon giving LESSEE written notice if LESSEE has not commenced restoration or repairs within thirty (30) days after the completion of LESSOR's restoration work, or if after having commenced such restoration or repairs, LESSEE fails to diligently

proceed to completion. If this Lease is terminated in accordance with this Section 11, LESSEE shall promptly remove its property from the Demised Premises.

12. ASSIGNMENT OR SUBLETTING. LESSEE shall not assign this Lease or sublet all or any part of the Demised Premises or otherwise permit the Demised Premises to be used or occupied by any other person or persons whomsoever, or use or permit the same to be used for any purpose other than that above mentioned, without the written consent of the LESSOR, which consent may be given or withheld in LESSOR's sole and absolute discretion. The parties hereby acknowledge that LESSOR is leasing the Demised Premises to LESSEE at a favorable rental rate due to LESSOR's employees' membership in LESSEE, and therefore, LESSOR's prior written consent shall be required prior to any assignment or subletting of the Demised Premises.

13. DEFAULT OR BREACH. Each of the following events shall constitute a default or breach of this Lease by LESSEE:

(a) If LESSEE, or any successor or assignee of LESSEE while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against LESSEE, or if a receiver or trustee shall be appointed of all or substantially all of the property of LESSEE, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ninety (90) days after the institution or appointment.

(c) If LESSEE shall fail to pay LESSOR any rent, additional rent or other monetary sums when such amounts shall become due, and the same remain unpaid fifteen (15) days after written notice from LESSOR to LESSEE.

(d) If LESSEE shall fail to perform or comply with any of the provisions of this Lease (other than the non-payment of money) and if the nonperformance shall continue for a period of fifteen (15) days after written notice thereof by LESSOR to LESSEE or, if the performance cannot be reasonably had within the fifteen (15) day period, if the LESSEE shall not diligently proceed in good faith to completion of performance.

(e) If LESSEE shall vacate or abandon the Demised Premises.

(f) If LESSEE's employees shall picket or stage any other form of labor action on or about the Demised Premises.

14. EFFECT OF DEFAULT. In the event of any default or breach hereunder, after giving written notice thereof, thereafter the rights of LESSOR shall be as follows:

(a) LESSOR shall have the right to cancel and terminate this Lease, as well as all of the right title and interest of LESSEE hereunder, by giving to LESSEE sixty (60) days' notice of cancellation and termination. On expiration of such time period, this Lease and the right, title and interest of LESSEE hereunder shall terminate in the same manner and with the same force and effect, except as to LESSEE's

liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined, and LESSEE shall immediately surrender the Demised Premises to LESSOR.

(b) In the alternative, LESSOR may elect, but shall not be obligated to make any payment required by LESSEE herein or comply with any agreement, term or condition required hereby to be performed by LESSEE. LESSOR shall have the right to enter the Demised Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, provided that LESSOR provides LESSEE with an opportunity to accompany LESSOR (except in the case of an emergency), but any expenditure for the correction by LESSOR shall not be deemed to waive or release the default of LESSEE or the right of LESSOR to take any action as may be otherwise permissible hereunder in the case of any default, and LESSEE agrees to reimburse LESSOR within thirty (30) days after LESSOR's request for any expense which LESSOR may incur in effecting compliance with LESSEE's obligations under this Lease. In the event such reimbursement is not made within said thirty (30) day period, then LESSEE shall also pay interest on the amount thereof at the rate of ten percent (10%) per annum from the date LESSOR expends such funds to the date LESSEE reimburses LESSOR therefore.

(c) Pursuit of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies available at law or in equity, nor shall pursuit of any remedy provided constitute a forfeiture or waiver of rent due to LESSOR hereunder or of any damages occurring to LESSOR by reason of the violation of any of the terms or provisions of this Lease. No waiver by LESSOR of any violation or breach of any of the terms or provisions of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms or provisions herein contained. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon default or breach shall not be deemed or construed to constitute a waiver of such default or breach. All rights and remedies of LESSOR shall be cumulative.

15. CONDEMNATION. If any part of the Demised Premises or any other improvements on the Demised Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date. LESSEE shall be entitled to pursue a separate action against the condemning authority for business interruption, moving expenses or any other items permitted by applicable law provided that such award does not diminish in any way the award to which LESSOR is entitled. LESSEE expressly assigns and releases to LESSOR any interest LESSEE may have in any condemnation award for all or any part of the Demised Premises as a result of the rental rate under the Lease being below-market.

16. QUIET ENJOYMENT. LESSOR warrants that LESSEE shall be granted peaceable and quiet enjoyment of the Demised Premises free from eviction or interference by LESSOR if LESSEE pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on LESSEE.

17. NOTICE. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent (i) by registered or certified mail, postage prepaid and return receipt requested or (ii) by nationally recognized overnight delivery service (e.g. Federal Express) that requires signature for delivery, to the

party to be notified at the address(es) set forth herein or at such other address(es) as either party may from time to time designate in writing.

Notices to LESSOR shall be sent to:

Sea World LLC
500 Sea World Drive
San Diego, CA 92109
Attention: Vice President of Finance

With a copy to:

Sea World Parks & Entertainment, Inc.
9205 South Park Center Loop Suite 400
Orlando, FL 32819-8651
Attention: General Counsel

Notices to LESSEE shall be sent to:

Anheuser-Busch Employees' Credit Union
John Fox, Senior Vice President, Operations
1001 Lynch Street
St. Louis, MO 63118

18. TOTAL AGREEMENT, APPLICABLE TO SUCCESSOR: This Lease contains the entire agreement between the parties and shall not be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the successors and assigns of both parties.

19. TERMINATION WITHOUT CAUSE. LESSOR may at any time during the term hereof, give ninety (90) days written notice of termination of this Lease and demand that the Demised Premises be vacated and returned to the possession of LESSOR. This Lease shall terminate and expire upon the expiration of such 90-day period. LESSEE agrees that LESSOR's right to terminate this Lease in accordance with the provisions of this Section 19 is fair and reasonable in light of the rental and other terms provided under this Lease.

20. INDEMNITY.

(a) LESSOR shall not be liable for, and LESSEE will defend, indemnify and save LESSOR harmless from, any and all fines, suits, claims, costs, expenses, demands, and actions of any kind, including reasonable attorneys' fees, court costs and other expenses, including those incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings (collectively "Claims") to the extent incurred by reason of (i) LESSEE's use or occupancy of the Demised Premises or any occurrence on the Demised Premises, (ii) the negligent or intentional act or omission of LESSEE or LESSEE's agent, employees, invitees or contractors, or (iii) any breach, violation or non-performance of any covenant under this Lease on LESSEE's part to be performed.

(b) LESSEE shall not be liable for, and LESSOR will defend, indemnify and save harmless LESSEE from, any Claims to the extent incurred by reason of (i) any negligent or intentional act or omission of LESSOR or LESSOR's agents, employees, invitees or contractors, or (iii) any breach, violation or non-performance of any covenant under this Lease on LESSOR's part to be performed.

21. OPERATIONS. LESSEE agrees to operate the Demised Premises in accordance with all applicable laws, ordinances, regulations, licenses and permits. LESSEE agrees to obtain and maintain during the term, at its sole cost and expense, all licenses and permits required for its operations. LESSEE agrees that it and its employees will comply with rules, regulations and guidelines applicable to the conduct of business at the Facility from time to time established by LESSOR and applicable generally to LESSOR's employees and other entities conducting business at the Facility, including, but not limited to, use of the common area facilities during normal Facility hours, including restrooms and breakrooms.

22. HOLDING OVER: SURRENDER.

(a) Should LESSEE, or any of its successors in interest, hold over the Demised Premises, or any part thereof, after the expiration of the term of this Lease or after the termination of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a month to month tenancy. Notwithstanding the foregoing, if such holding over is without the consent of LESSOR, LESSEE shall indemnify LESSOR from and against all damages, losses, costs and expenses, including reasonable attorneys' fees and court costs and other expenses arising out of or relating to such holdover.

(b) Surrender of Possession. Upon the expiration or termination of this Lease, whether by lapse of time, cancellation pursuant to an election provided for in this Lease, forfeiture, or otherwise, LESSEE shall peaceably quit and surrender to LESSOR immediate possession of the Demised Premises as provided in this Section 22, together with all fixtures, improvements, additions and alterations to or of the Demised Premises made by LESSEE (Unless removed pursuant to Section 22(c) or (d) below), in the same condition, order and repair in which the Demised Premises were required by the provisions of this Lease to be kept throughout the term, subject to ordinary wear and tear. The Demised Premises shall be surrendered free and clear of (i) all lettings and occupancies, other than subtenants under subleases consented to by LESSOR, if any, and (ii) all agreements, easements, encumbrances and liens, other than those to which this Lease was subject on the date of execution hereof and those created or consented to in writing by LESSOR.

(c) LESSEE'S Trade Fixtures. Notwithstanding the foregoing, LESSEE shall have the right to remove its trade fixtures, including ATMs, from the Demised Premises upon the expiration or earlier termination of this Lease, provided, however, that (i) LESSEE shall repair at its own expense any damage done to the Demised Premises or Facility by reason of removal of any such property, and (ii) any such property not removed within thirty (30) days after the expiration or termination of this Lease shall be deemed abandoned by LESSEE, and LESSOR may then dispose of same without liability to LESSEE.

(d) Improvements: LESSOR'S Election to Demand Removal. LESSOR shall have the right upon the expiration or earlier termination of this Lease to demand the removal of certain fixtures, improvements, additions and/or alterations made by LESSEE, including ATMs, or of all such fixtures, improvements, additions and alterations by giving notice of such demand to LESSEE. LESSEE shall comply with such demand promptly at LESSEE's sole cost. The duty imposed upon LESSEE by any such demand shall include the duty to leave the Demised Premises safe and free from debris and hazards.

23. SEVERABILITY. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also

the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

24. HAZARDOUS MATERIALS

(a) LESSOR hereby releases and agrees to indemnify, defend and hold harmless LESSEE from and against any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees and costs) arising at any time whatsoever under any and all Federal, State, and/or local laws, regulations, ordinances or administrative orders, in connection with any toxic waste, hazardous materials, petroleum or petroleum by-products or underground/above ground storage tank contamination on, under or about the Demised Premises, except for contamination on, under or about the Demised Premises caused by LESSEE, its agents, contractors, employees or invitees. LESSOR's obligations under this paragraph shall survive the expiration or earlier termination of this Lease.

(b) LESSEE hereby releases and agrees to indemnify, defend and hold harmless LESSOR from and against any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees and costs) arising at any time whatsoever under any and all Federal, State, and/or local laws, regulations, ordinances or administrative orders, in connection with any toxic waste, hazardous materials, petroleum or petroleum by-products or underground/above ground storage tank contamination on, under or about the Demised Premises, LESSOR's building or the land underlying such building, caused by LESSEE, its agents, contractors, employees or invitees. LESSEE's obligations under this paragraph shall survive the expiration or earlier termination of this Lease.

25. RELOCATION.

(a) If any part of the Demised Premises should be needed by LESSOR for the purpose of expansion or for another use, LESSOR will in good faith attempt to identify alternate sites for relocation, whether that be another location within one of LESSOR's buildings or a location upon which to locate a modular building. If an alternate site is not available or LESSOR and LESSEE cannot agree on an alternate site, LESSOR shall have the right to terminate this Lease by one hundred eighty (180) days notice to LESSEE.

(b) If an alternate site is not available for LESSOR and LESSEE cannot agree on an alternate site, LESSOR shall reimburse LESSEE for the unamortized leasehold improvements made to the Demised Premises and paid for by LESSEE, provided however, (i) LESSOR has approved said leasehold improvements as required under the terms of this Lease, and (ii) LESSOR is provided cost information and the applicable amortization periods for any proposed leasehold improvements within thirty (30) days after the completion of such leasehold improvements. Notwithstanding the foregoing, LESSOR shall not be obligated to reimburse LESSEE for any leasehold improvement which was not approved by LESSOR as required herein or for which LESSOR was not timely provided with the cost information and amortization periods as required herein. LESSOR shall have the right to revoke its election to relocate LESSEE pursuant to Section 25(a).

26. LESSEE'S BOOKS AND RECORDS. During the term of this Lease and for a period of two (2) years thereafter, LESSEE shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges, if any, submitted to LESSOR for payment hereunder were valid and proper, and (ii) no payments have been made, directly or indirectly, by or on behalf of LESSEE, to or for the benefit of any LESSOR employee or agent (or any of their respective affiliates) who may reasonably be expected to influence LESSOR's decision to enter into this Lease, or the amount to be paid by LESSOR pursuant hereto. All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. LESSOR and/or its representatives shall have the right at any time during normal business hours, upon two (2) business days notice, to examine said Records. The provisions of this Section 26 shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, LESSEE shall not be required to disclose any nonpublic personal information to LESSOR regarding any member of LESSEE.

IN WITNESS WHEREOF, the parties have executed this Lease at St. Louis, Missouri on the date first above written.

LESSOR:
SEA WORLD LLC

By: _____

Name: _____

Title: _____

LESSEE:
ANHEUSER-BUSCH EMPLOYEES' CREDIT UNION
and its Division

By: _____

Name: _____

Title: _____

EXHIBIT A

BUILDING DIAGRAM

