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SUBLEASES



**CITY OF SAN DIEGO
CONSENT TO BEVERAGE SPONSORSHIP AGREEMENT**

THIS CITY OF SAN DIEGO CONSENT TO BEVERAGE SPONSORSHIP AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of **December 12, 2011** (the "Effective Date"), as follows:

CITY, as lessor, and SEA WORLD LLC, 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; and RR-296787, and relating to certain CITY-owned real property (the "Premises") located in Mission Bay Park in San Diego, California.

LESSEE intends to enter into a beverage sponsorship agreement ("Beverage Agreement") with THE COCA-COLA COMPANY, a Delaware corporation relating to LESSEE's operations on the Premises.

CITY hereby consents to LESSEE's entering into the Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

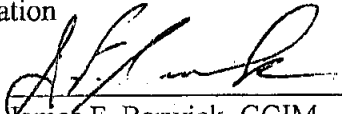
- (a) The Agreement is subject and subordinate to the Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Agreement which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under the Lease.

If at any time the foregoing provisions 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

BY:


James F. Barwick, CCIM
Real Estate Assets Director

BEVERAGE SPONSORSHIP AGREEMENT

THE COCA-COLA COMPANY

The Coca-Cola Company

AND

SEAWORLD LLC



JANUARY 1, 2012 – DECEMBER 31, 2021

AS OF DECEMBER 14, 2011

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SEAWORLD LLC AND THE COCA-COLA COMPANY
BEVERAGE SPONSORSHIP AGREEMENT
January 1, 2012 – December 31, 2021
As of December 14, 2011

1. SCOPE OF SPONSORSHIP AGREEMENT

The parties to this Beverage Sponsorship Agreement (the "**Agreement**") are SeaWorld, LLC (collectively "**SEA**") and The Coca-Cola Company (the "**Company**"). SEA operates an existing theme park known as SeaWorld San Diego in San Diego, California, which is subject to a long term ground lease with the City of San Diego. This Agreement will apply to the entire premises of all Park.

If the Park is eligible for funding under another agreement directly or indirectly with Company or its subsidiaries, bottlers or affiliates, the Parties will mutually agree on which funding will be made available to that Park (e.g., if a non-destination hotel that is already under an existing funding agreement is acquired by SEA, then the Parties will mutually agree on which funding agreement will apply to that hotel). In no event will the Park be eligible under more than one funding agreement offered by Company or its subsidiaries, bottlers or affiliates.

2. TERM

Subject to Section 1 of **Exhibit C** hereof, this Agreement will be in effect from January 1, 2012 through and including December 31, 2021 (the "**Term**").

3. ENTIRE AGREEMENT

This Agreement consists of the following: this Beverage Sponsorship Agreement signature page; **Exhibit A** Benefits and Obligations; **Exhibit B** Definitions; **Exhibit C** Terms and Conditions; **Exhibit D** Consideration; **Exhibit E** Fountain B/C Equipment Lease Agreement; **Exhibit F** Coca-Cola Coffee and Tea Equipment Sale Agreement; **Exhibit G** Pricing; and **Exhibit H** Fountain Syrup Funding Calculation Example, all of which are attached hereto and incorporated by reference as if fully set forth herein.

As of the date of its execution, this Agreement will supersede all prior agreements between the Parties relating to the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in a writing specifically referencing this Agreement and executed by authorized representatives of both Parties. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

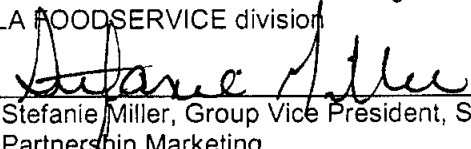
THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH SEA AND COMPANY.

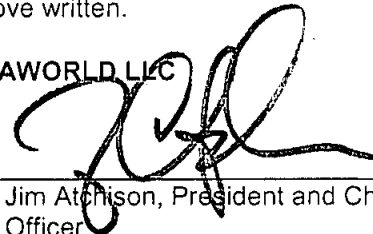
Accepted and agreed on the day and year first
above written.

Accepted and agreed on the day and year first
above written.

THE COCA-COLA COMPANY through its COCA-COLA FOODSERVICE division

SEAWORLD LLC

By: 

By: 

Stefanie Miller, Group Vice President, Strategic
Partnership Marketing
One Coca-Cola Place USA1616C
Atlanta, GA 30313

Jim Atchison, President and Chief Executive
Officer
500 SeaWorld Drive
San Diego, CA 92019

**Matthew
Rearden,
Esq.**

Digitally signed by Matthew Rearden, Esq.
DN: cn=Matthew Rearden, Esq.,
o=SeaWorld Parks & Entertainment,
ou=Legal, email=matt.rearden@seaworld.
com, c=US
Date: 2012.01.18 12:52:31 -05'00'

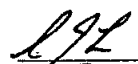
Company initials: 
SEA initials: 

EXHIBIT A BENEFITS AND OBLIGATIONS

1. BEVERAGE AVAILABILITY & DESIGNATIONS

- a. **Availability of Company Beverages.** Except for Permitted Exceptions and Private Catered Events as set forth below, Company will have exclusive Beverage availability rights at the Park and only Company Beverages will be sold, distributed, sampled, or otherwise made available at the Park. Company and SEA agree that, at a minimum, the following Company Beverages will be supplied by Company and made available at appropriate locations in the Park, such as Park dining establishments, restaurants and refreshment areas, as determined by SEA: Coke®, Diet Coke®, Coke Zero™, Sprite® and Dasani®.

Company acknowledges that SEA currently has a pre-existing contractual relationship for the purchase, service and support of Frozen Beverages and Frozen Beverage dispensing equipment at the Park with The ICEE® Company (the "**ICEE® Contract**"). During the Term, SEA may continue the ICEE® Contract; provided, however, SEA will exclusively use and serve the following Frozen Beverages in the Park: (i) Company branded Frozen Beverages flavors, (ii) SEA branded Frozen Beverages (e.g., "Shamu Slush"), or (iii) unbranded flavors not offered by Company. SEA will offer at least one (1) Company branded Frozen Beverage at each Frozen Beverage location. For the avoidance of doubt, should The ICEE® Company offer a Company branded flavor and SEA chooses to serve such flavor, SEA shall serve the Company branded Frozen Beverage flavor as opposed to an unbranded flavor. The terms of such Frozen Beverage selections shall be pursuant to the ICEE® Contract and Company will use commercially reasonable efforts to facilitate best available pricing for SEA for all Company branded Frozen Beverage flavors. In the event SEA ends its relationship with The ICEE® Company, SEA shall be permitted to enter into a relationship with any other Frozen Beverage provider; provided, however, the terms of this Section shall still apply to SEA's purchase of Frozen Beverage flavors from such new provider. In the event Company ends its relationship with The ICEE® Company during the term of SEA's relationship with The ICEE® Company, SEA will be relieved of its obligation to offer at least one (1) Company branded Frozen Beverage at each Frozen Beverage location, and SEA may serve unbranded Frozen Beverages that are Competitive Beverages that are not a Product of PepsiCo, until the Parties are able to reach a mutually agreeable alternative supply for Company Frozen Beverages.

Specific brand offerings for all other Company Beverages in all Beverage categories will be mutually agreed for the Park between Company and SEA. SEA will use commercially reasonable efforts to make available additional Company Beverages at all locations where Beverages are sold, sampled or dispensed, subject to location space limitations, consumer demand and SEA culinary determinations.

SEA may purchase Competitive Beverages to the extent, and for only so long as, Company cannot or fails to (without fault of SEA) fulfill SEA's demand for Company Beverages through Company or its authorized distributors, which will be SEA's sole remedy in the event Company cannot or fails to (without fault of SEA) meet SEA's demand for Company Beverages solely due to availability for a short period of time.

- b. **Availability of Competitive Beverages and Permitted Exceptions.** No Competitive Beverages may be sold, distributed, or otherwise served at the Park at any time except for the Permitted Exceptions and at Private Catered Events, set forth below. All Permitted Exceptions must be made available in unbranded or SEA branded cups, except for Starbucks Beverages and the Permitted Exceptions listed in the following subsections of the definition of Permitted Exceptions in **Exhibit B**: (i), (ii), (v), (x) and (xiii) which may display the brand of Beverage on the vessel. SEA may display trademarks of The ICEE® Company and for the Permitted Exceptions to

Company initials: _____
SEA initials: _____

indicate availability (e.g., on menu boards, park maps, websites and dispensing equipment). The availability of Permitted Exceptions in the Park will not infringe on Company's Marketing Rights as set forth below. The Park may also allow Beverages (which may include Competitive Beverages) to be brought in by Park guests for their personal consumption.

- c. **Availability of Competitive Beverages at Private Catered Events.** SEA may serve and allow Competitive Beverages to be served at events or activities where food and/or Beverages are served or made available at the Park which are not open to the general public (a "**Private Catered Event**"), provided sampling or other promotional activity involving Competitive Beverages does not occur outside the Private Catered Event area. This provision is not to be read to allow advertising and promotional rights with respect to Competitive Beverages, except to indicate availability. SEA agrees to advise all catering customers of its exclusive relationship with Company for Beverages and will only make Competitive Beverages available at the request of the catering customer at Private Catered Events.
- d. **Exclusive Beverage Designations.** Company or its designated Beverage brand will receive the following exclusive designations with respect to the Park: (i) "Official Refreshment Beverages" of the Park; (ii) "Official Soft Drink" of the Park; (iii) "Official Bottled Water" of the Park; (iv) "Official Sports Beverage" of the Park; and (v) any other mutually agreed upon designations by Company and SEA referencing Company's Beverages and rights described herein.
- e. **Newest Brands and Technologies.** SEA and Company acknowledge that they each desire to showcase Company's newest and emerging Beverage flavors, Fountain B/C Equipment and technology and consumer programs at the Park (such as Coca-Cola Freestyle® dispensers and RFID technology (e.g., ValidFill)) and the Parties will mutually cooperate with each other in this regard.
- f. **2012 Transition Period.** It is understood that SEA has a relationship with PepsiCo, Inc. ending on December 31, 2011 for benefits similar to what is being provided to Company herein. The Parties will work together in good faith to facilitate an appropriate and prompt transition of Beverage service and other rights herein; however, both Parties fully understand that the transition will not be immediate, but rather will take up to ninety (90) days following the start of the Term to complete. During such transition period, it will not be considered a breach or default under this Agreement for (i) Products of PepsiCo, Inc. to be served or intellectual property of Pepsi to be seen at the Park or (ii) for SEA to serve Company Beverages in SEA branded or unbranded cups and vessels.

2. COMPANY ON-SITE BRAND INTEGRATION

- a. **Disposable Cups.** All Company Beverages sold, distributed, or served at the Park in disposable Beverage vessels will be served in cups, designed by SEA, mutually agreed upon by Company and in conformance with the SEA Brand and SIP. Such disposable Beverage vessels will include Company Marks and branding on no less than fifty percent (50%) of the cup's Branded Surface, or in exclusively Company trademarked cups. Notwithstanding the foregoing, SEA may serve Company branded Frozen Beverages in clear cups or cups branded only with SEA Marks and the Permitted Exceptions may be served in cups pursuant to Section 1.b.

Subject to Section 1.f., from the starting date of the Term, any new cups or vessels purchased by a Park for use with Company Beverages shall conform with the above listed requirements. SEA may purchase cups or vessels from Company or other vendors.

- b. **Souvenir Cups.** Company Beverages may also be sold, distributed or served in non-disposable souvenir vessels or cups, selected and designed by SEA. SEA will use good faith efforts to include Company Marks on souvenir vessels or cups, which do not detract from the theme of the

Company initials: _____

SEA initials: _____

souvenir vessel or cup, along with SEA Marks, but will be primarily dedicated to the SEA Marks, attraction, or design as mutually agreed upon and in conformance with the SEA Brand and SIP. It is understood that this good faith effort shall only apply to souvenir vessels and cups in which Company Beverages are sold.

From the starting date of the Term, any new designs developed by a Park for souvenir vessels or cups for use with Company Beverages shall conform with the above listed requirements; however, nothing herein requires a Park to incur expense to overhaul its current inventory of cups and vessels or change its current designs, so long as such glassware, cups and/or vessels do not display any trademark or other indicia of a Competitive Beverage. SEA may purchase souvenir cups or vessels from Company or other vendors.

- c. **Point of Sale.** Subject to consistency with the SEA Brand, SIP and approval of SEA in accordance with the approval standards contained herein, Company Marks will be displayed on all Company Beverage point-of-sale materials including, but not limited to, Equipment (e.g., fountain equipment, vending machines, carts, and coolers), menu boards, translites and permanent menus where Beverages are sold.
- d. **Activation.** Subject to consistency with the SEA Brand, SIP and approval of SEA in accordance with the approval standards contained herein, Company will receive placement and display of custom and themed Company Mark(s) marketing activation materials and collateral at appropriate locations throughout the Park. For the avoidance of doubt, custom and themed Company Mark marketing activation materials and collateral may include, but are not limited to, proprietary guest interactive refreshment attractions and integrated Company story elements in SEA attractions, as appropriate and determined by SEA. Subject to appropriate mutual agreement as to a working relationship as set forth above, SEA will support The ICEE® Company (or other Frozen Beverage provider) marketing activation in conjunction with Company marketing activation in all Park at all points of Frozen Beverage availability (e.g., display the ICEE® logo or trademark).
- e. **Strategic Integration Plan.** Company understands and agrees that the Park is a heavily themed environments designed for guests to experience and connect with the Park', animals, conservation efforts, animal rescue operations, entertainment, attractions, culinary offerings, merchandise outlets and the overall resort / theme park experience (the "SEA Brand"). The primary brand exposure of the Park will be the Park name (e.g., SeaWorld®) and the Marks of the Park's attractions, shows and exhibits. Within sixty (60) days following the execution of this Agreement or other time mutually agreed upon by the Parties, SEA and Company will mutually develop and agree on a written, detailed strategic integration plan (the "SIP") which will outline the level and type of integration of the Company Marks in the Park. It is understood that the SIP shall be developed so as to be consistent with the SEA Brand and will be reviewed and updated annually by the Parties. All marketing and activation by Company hereunder, and use of SEA and Company Marks, in the Park in connection therewith will be consistent with the SIP and the approval standards set forth herein.
- f. **Test Outlet.** The Parties will use good faith efforts to explore Company Beverage outlet test locations in the Park, which analyze, evaluate and identify ways to integrate the Company's image and marketing principles in the outlet to maximize efficiencies and outlet profit. The costs for any such tests may be paid for with the Beverage Innovation Fund and/or the In Park Activation Fund, as agreed upon by the Parties.

3. MARKETING, ADVERTISING AND PROMOTIONAL RIGHTS

- a. **Exclusive Marketing Rights.** SEA grants Company the exclusive right to use the SEA Marks in connection with the marketing, advertising, and promotion of Company Beverages in all forms of media and distribution channels, in or outside of the Park on a world-wide basis (including the

Company initials: _____
SEA initials: _____

rights set forth in Section 3.c. below, collectively, the "**Marketing Rights**"). Company's rights will apply year-round and to all Park and activities with the Park. The Parties acknowledge that some Park are seasonal and may not be open or in use year-round. SEA will cooperate in good faith with Company in executing both in and outside of the Park promotional activities designed to promote the sponsorship relationship between Company and the Park. SEA will not grant the Marketing Rights to any Competitive Beverage suppliers except to suppliers of the Permitted Exceptions listed in the following subsections of the definition of Permitted Exceptions in **Exhibit B**: (i), (ii), (v), (x) and (xiii).

- b. License to SEA Marks.** Subject to the prior written review and approval of SEA as set forth in Section 3.i. below, SEA hereby grants Company a non-transferable, royalty-free license, solely and exclusively in the Beverage category (excluding the Permitted Exceptions), to use and duplicate the SEA Marks only in the manner provided in this Agreement and only in connection with Company's Beverages for the purpose of marketing, advertising, and promoting Company Beverages, in any form and/or with any customer of Company, permitted under Section 3.c. below, including, without limitation, the use or display of SEA Marks for or on promotional materials, product packaging, Equipment, electronic and print media, internet, point-of-sale advertising, promotional vessels, direct mail, e-mail communication, mobile applications, press releases, newsletters and any other marketing or public relations materials. In the event Company desires to produce products for use as premium giveaways or similar items for sales incentives that include the SEA Marks, Company will enter into a separate promotional license agreement with SEA including appropriate royalties, as further described in Section 6.
- c. Use With Company's Customers.** Subject to Sections 3.d., 3.e., 3.f. and 3.g., for no additional consideration, Company's right to use SEA Marks will include the right to develop and conduct joint marketing, advertising, and promotions with Company's customers incorporating or displaying SEA Marks with Company Marks and its customers' trademarks, logos, and/or branded products (all in association with Company Beverages) so long as the proposed use does not imply or create the impression to the reasonable consumer of an endorsement or sponsorship relationship between the Company customer and SEA or the respective Park and occurs in conjunction with one or more of the designations set forth in Section 1.d. (or as otherwise mutually agreed to by the Parties). Company's customer use rights are not pass through rights and will apply to its Beverage customers in all channels of trade including, without limitation, the following: (i) grocery stores; (ii) mass merchandise stores; (iii) convenience stores; (iv) oil and gas/petroleum stores; (v) Quick Serve Restaurants; (vi) other restaurants; (vii) drug stores; (viii) movie theatres; (ix) video and music stores; (x) institutional foodservice operations; (xi) beaches; (xii) educational institutions; (xiii) club stores (e.g., Sam's), (xiv) home-delivered pizza; (xv) Lodging; and (xvi) Airline. Notwithstanding the foregoing, the Parties agree that the rights being used in connection with Company's customers shall: (1) be subject to the prior written review and approval of SEA as set forth in Section 3.i. below; (2) be with customers that have a business relationship with Company and that the products or services of such Company customer are related to promoting the sale of Company Beverages; and (3) not be inconsistent with the SIP or the standards set forth in Section 15.b. Neither Company nor any of its customers may imply an endorsement or sponsorship or other relationship between SEA and any person or entity other than Company. For example, Company may not imply an endorsement or sponsorship relationship between SEA and a grocer who sells Company's Beverages or an Airline who serves Company's Beverages.
- d. Airline Channel.** Company understands that as of the execution of this Agreement, SEA has an exclusive endorsement or sponsorship relationship with Southwest Airlines and that SEA may choose to continue such relationship during all or part of the Term or potentially replace it with another Airline. Company understands that SEA is interested in renewing or selling exclusive endorsement or sponsorship rights for the Airline channel, which SEA acknowledges will limit Company's Marketing Rights. In the event Company's Marketing Rights in the Airline channel are

Company initials: _____
SEA initials: _____

limited by SEA due to an exclusive endorsement or sponsorship between SEA and one or more Airlines in any given Year (such endorsement or sponsorship will not involve promotions with Competitive Beverages), the Strategic Marketing Value In Kind to be delivered by Company (as set forth on **Exhibit D**) in that Year will be equitably reduced in an amount attributable to the Park, as mutually agreed upon by the Parties for that Year, prorated based on the percentage of the Year affected. Notwithstanding the foregoing, it is understood that SEA is permitted to enter into non-exclusive relationships or other promotional opportunities with Airline partners which do not limit Company's Marketing Rights and in those instances such reduction will not apply.

- e. **QSR Channel.** Company understands that SEA may be interested in selling exclusive endorsement or sponsorship rights for the Quick Serve Restaurant or QSR channel, which SEA acknowledges may limit Company's Marketing Rights. In the event Company's Marketing Rights relating to the QSR channel are limited by SEA due to an exclusive relationship between SEA and one or more QSRs in any given Year (such endorsement or sponsorship will not involve promotions with Competitive Beverages), the Strategic Marketing Value In Kind to be delivered by Company (as set forth on **Exhibit D**) in that Year will be equitably reduced in an amount attributable to the Park, as mutually agreed upon by the Parties for that Year, prorated based on the percentage of the Year affected. Notwithstanding the foregoing, SEA shall be permitted to enter into non-exclusive relationships or other promotional opportunities with QSR partners which do not limit Company's Marketing Rights and in those instances such reduction will not apply. Furthermore, SEA agrees that any promotional rights it grants to a non-Company customer in the QSR channel will be limited to regional promotions for (i) SEA ticket or event offers / advertising or (ii) food-related offers, which may include combo meals so long as the Competitive Beverage included in the combo meal is not mentioned or depicted. Company shall work in good faith with SEA and the Park to facilitate relationships for the promotion of SEA with the QSR customers of Company. In addition, Company understands that as of the execution of this Agreement, SEA and the Park have various marketing relationships and plans in place for 2012 with various QSR's, including QSR's not serving Company's Beverages, and that the continuation of such non-exclusive promotional relationships will in no way be deemed a breach or default of this Agreement and does not trigger any reduction of the 2012 Strategic Marketing Value In Kind.
- f. **Lodging Channel.** Company understands that SEA has regional preferred lodging partners associated with the Park and that those non-SEA owned Lodging partners may make Competitive Beverages available to their customers. Company understands that SEA intends to conduct regional promotions with preferred SEA Lodging partners; however, these promotions will not include Competitive Beverages nor will SEA's regional association with preferred Lodging partners limit Company's rights to conduct national or regional promotions with Company's Lodging partners. Notwithstanding any other provision of this Agreement to the contrary, SEA may enter into an exclusive endorsement or sponsorship in the Lodging channel. In the event Company's Marketing Rights in the Lodging channel are limited by SEA due to an exclusive national or regional endorsement or sponsorship between SEA and a Lodging partner in any given Year (such endorsement or sponsorship will not involve promotions with Competitive Beverages), the Strategic Marketing Value In Kind to be delivered by Company (as set forth on **Exhibit D**) will be equitably reduced in an amount attributable to the Park, as mutually agreed upon by the Parties for that Year, prorated based on the percentage of the Year affected. Notwithstanding the foregoing, it is understood that SEA is permitted to enter into non-exclusive relationships or other promotional opportunities with Lodging partners which do not limit Company Marketing Rights and in those instances such reduction will not apply.
- g. **Other Beverage Channels.** Company understands that SEA may be interested in selling exclusive endorsement or sponsorship rights in Beverage channels of trade other than those described in Sections 3.d., 3.e. or 3.f., provided, however, that SEA will be prohibited from entering into exclusive endorsement or sponsorship agreements in the grocery store, mass merchandise store and movie theater channels that violate Company's ability to exercise their

Company initials: _____

SEA initials: _____

customer use rights in those channels fully (the "**Other Beverage Channels**"). In the event Company's Marketing Rights relating to any Other Beverage Channel are limited by SEA due to an exclusive endorsement or sponsorship between SEA and a third party in any Other Beverage Channel in any given Year (such endorsement or sponsorship will not involve promotions with Competitive Beverages), the Parties will mutually agree on an equitable reduction in the Consideration paid by Company or an equitable increase in the benefits received by Company, prorated based on the percentage of the Year affected. If the Parties cannot mutually agree, a Party may refer such determination for Dispute Resolution consideration pursuant to Section 5 of **Exhibit C**. Notwithstanding the foregoing, it is understood that SEA is permitted to enter into non-exclusive relationships or other promotional opportunities with other partners which do not limit Company Marketing Rights and in those instances such reduction will not apply.

- h. License to Company Marks.** Subject to the prior written review and approval of Company as set forth in Section 3.i. below, Company hereby grants SEA a non-transferable, royalty-free license, to use and duplicate the Company Marks only in the manner provided in this Agreement for the purpose of utilizing the Company Marks within the Park as contemplated herein and for marketing, advertising, and promoting SEA's relationship with Company and Company Beverages in any form, including without limitation, menu boards, translites, permanent menus, other in-Park activation, promotional materials, Equipment, electronic and print media, internet, point-of-sale advertising, promotional vessels, tickets, brochures, direct mail, e-mail communication, mobile applications, newsletters press releases, electronic and print media, internet, advertising, and any other marketing or public relations materials or materials used in connection with SEA performing its obligations hereunder. In the event SEA desires to produce products for use as premium giveaways or similar items for sales incentives that include the Company Marks (other than materials used in connection with SEA performing its obligations hereunder), SEA will enter into a separate promotional license agreement with Company including appropriate royalties, as further described in Section 6.

i. Review and Approvals.

- i. SEA or the respective Park(s) shall submit any proposed usage of the Company Marks to Company for its prior written approval, which will not be unreasonably withheld, conditioned, delayed or denied. Company may grant blanket approvals for use of Company Marks in similar or substantially similar styles or concepts. Should Company fail to respond in writing to such submission within ten (10) business days of receipt thereof, then such request shall be deemed disapproved. In the event that Company disapproves of any proposed use of the Company Marks, Company will promptly provide SEA with the reasons for such disapproval and the steps necessary to obtain approval. If Company disapproves any submission, it shall also work with SEA to find commercially reasonable acceptable uses. It is understood and agreed that if the Parties have a reasonable disagreement regarding approval of the use of the Company Marks, SEA may refer such decision for Dispute Resolution consideration pursuant to Section 5 of **Exhibit C**. Reasonable grounds for disapproval by Company may specifically include, but are not limited to, the following:

- (1) Company or its designee's determination that Company Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
- (2) Company or its designee's determination that SEA's proposed promotional activity or use of Company Marks will reflect negatively on Company or the general operations or activities of Company, be inconsistent with the Company's Brands, the SIP or the standards set forth in Section 15.b., or

Company initials: _____
SEA initials: _____

- (3) Company or its designee's determination that SEA's proposed promotional activity or use of Company Marks will violate Company's exclusivity with a third party partner.
- ii. Company shall submit any proposed usage of the SEA Marks (including, without limitation, any use in connection with third party customer trademarks or indicia) to SEA or its designee for its prior written approval, which will not be unreasonably withheld, conditioned, delayed or denied. SEA may grant blanket approvals for use of SEA Marks in similar or substantially similar styles or concepts. Should SEA or its designee fail to respond in writing to such submission within ten (10) business days of receipt thereof, then such request shall be deemed disapproved. In the event that SEA disapproves of any proposed use of the SEA Marks, SEA will promptly provide Company with the reasons for such disapproval and the steps necessary to obtain approval. If Company disapproves any submission, it shall also work with SEA to find commercially reasonable acceptable uses. It is understood and agreed that if the Parties have a reasonable disagreement regarding approval of the use of the SEA Marks, Company may refer such decision for Dispute Resolution consideration pursuant to Section 5 of **Exhibit C**. Reasonable grounds for disapproval by SEA may specifically include, but are not limited to, the following:
- (1) SEA or its designee's determination that SEA Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
- (2) SEA or its designee's determination that Company's proposed promotional activity or use of SEA Marks will reflect negatively on SEA, a Park or the general operations or activities of SEA, be inconsistent with the SEA Brand, the SIP or the standards set forth in Section 15.b., or
- (3) SEA or its designee's determination that Company's proposed promotional activity or use of SEA Marks will violate SEA's permitted exclusivity with a third party partner as set forth in Sections 3.d., 3.e., 3.f. and 3.g. above.
- j. **Clearance.** Each Party represents and warrants to the other Party that it has the full right and authority to grant the rights to use its Marks in the United States, as described and permitted herein. Nothing contained herein shall be interpreted as a representation by a Party that it has already registered or that it has an obligation to register any of the Marks or other symbols or indicia as a trademark, service mark or otherwise in any jurisdiction. However, each Party may have registered some of its Marks in the appropriate jurisdictions, as determined solely by such Party, and are under no obligation to make additional registrations or clearances by virtue of this Agreement. Use of a Mark by of one Party by the other Party outside of the United States is at the risk of the Party utilizing such Mark.
- k. **Retained Rights.** This Agreement does not give any Party any interest in or the right to use the Marks of the other Party except as specifically authorized in this Agreement. Even if use of a Party's Marks is specifically authorized, the Marks remain solely that Party's property, and no joint ownership can arise because of the other Party's use under this Agreement. This Agreement does not make any Party the agent of another Party, nor does it create any partnership or joint venture between SEA and Company.
- l. **Use of Mark Designations.** Each Party hereto shall include the appropriate trademark legend or copyright notice, as instructed by the other Party, at least once on all materials utilizing the SEA Marks and the Company Marks, as applicable. Other than as set forth herein, neither Party shall obtain any interest or other license in the intellectual property of the other Party through operation of this Agreement. During the Term of this Agreement, neither Party will directly or indirectly

Company initials: _____
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legally challenge the validity or enforceability of the other Party's Marks or of the other Party's title thereto prior to any such challenge being referred for Dispute Resolution consideration pursuant to Section 5 of **Exhibit C**.

- m. **Cessation of Use.** Upon the termination or expiration of this Agreement, subject to a wind-down period of ninety (90) days or other time frame mutually agreed upon by the Parties, both Parties shall cease and desist from all use of the Marks of the other Party in any manner. Due to the integration of the Company Marks in the Park hereunder, the Parties acknowledge that it will require a reasonable period of time to cause the Company Marks to be removed from all in-Park locations.
- n. **Cooperation of Registration.** Each Party shall cooperate with the other Party, at the other Party's sole expense, in the filing and prosecution of any trademark applications, in the filing Party's name or designee name, for the Marks that a Party may elect to file, and to the extent necessary, shall execute all necessary documents to obtain trademark registrations, in the filing Party's name and shall supply the filing Party, at the filing Party's sole expense, such evidence of use of the Marks as may be required.
- o. **No Assignment, Encumbrance or Grant to Third Parties.** Except as expressly provided for in Section 3 above or otherwise agreed upon in writing, Company shall have no right to sell, assign or in any way dispose of or encumber the right or license to use the SEA Marks, or to grant any sublicenses with respect to any right, license or use of the SEA Marks. Any attempt to transfer such rights shall be deemed null and void and shall entitle SEA and/or the Park, in their sole discretion, to seek any and all legal or equitable remedies available to them. Conversely, SEA shall have no right to sell, assign or in any way dispose of or encumber the right or license to use the Company Marks granted herein, or to grant any sublicenses with respect to any right, license or use of the Company Marks. Any attempt to transfer such rights shall be deemed null and void and shall entitle Company, in its sole discretion, to seek any and all legal or equitable remedies available to Company.
- p. **No Rights to the Business, Ownership or Control of the Other Party.** Nothing contained herein shall be construed to grant Company any rights in any trademark or trade names of the Park other than the limited rights to use the SEA Marks as set forth herein, or any rights in any methods of doing business which are the proprietary rights of SEA or the Park, or any rights in the ownership or control of the Park. Conversely, nothing contained herein shall be construed to grant SEA or the Park any rights in any trademark or trade names of Company other than the limited rights to use the Company Marks as set forth herein, or any rights in any methods of doing business which are the proprietary rights of Company, or any rights in the ownership or control of Company.
- q. **Limitation of Rights.** Neither Party shall have rights with respect to any other intellectual property of the other Party, or any other facility, event, trademark or trade names of any parent, subsidiary, affiliate or division of the other Party, unless specifically granted herein or in a separate agreement signed by both Parties.

4. **OTHER RIGHTS AND BENEFITS**

- a. **Park Events.** Company's rights will be in effect at all times and at all Park events including, but not limited to, special events, but subject to the Private Catered Events of Section 1.c. above. Subject to the sponsorship rights of any other Park partners with regard to particular exclusively sponsored events, the SIP and the approval of SEA in accordance with the approval standards set forth herein, for no additional consideration, Company will have the right to market, advertise and promote Park events.

Company initials: _____
SEA initials: _____

- b. **Retail Outlets.** SEA agrees to use commercially reasonable efforts to sell select retail merchandise and collectibles with Company Marks through retail outlets at the Park, and other SEA sales channels as determined appropriate by SEA and approved by Company, such as e-commerce, m-commerce, and vacation packages. Such merchandise offerings shall be subject to SEA's needs, customer demand, appropriate pricing levels, the SEA procurement process and governed by a separate purchase agreement or document outlining any potential sourcing relationship.
- c. **Guest Communications.** SEA will provide Company with a mutually agreed level of exposure on appropriate Park-related advertising or guest communication vehicles that SEA controls (existing, or developed over the Term) including, but not limited to, on or in the Park video broadcasts where practical and appropriate, Park maps, brochures and other appropriate collateral. The Parties acknowledge that certain videos and communications are or may be an integral component part of an attraction, related to information about specific attractions or related to Sea World Pictures projects for film or television and may not be appropriate for use with Company messages. Guest communication exposure will be no less than any other similarly situated major sponsor of the Park. When video integration is appropriate, at no cost to SEA, Company will provide the content, in the form reasonably specified by SEA, for inclusion.
- d. **Promotional Collateral.** SEA will provide Company with mutually agreed to Company Mark identification and brand recognition in selected SEA Park promotional collateral and publicity pieces produced by SEA or the Park, deadlines permitting, which may include: Park maps, and/or available and appropriate print at home tickets, brochures, direct mail, e-mail communication, mobile applications, newsletters, and appropriate press releases. Promotional and publicity exposure will be no less than any other similarly situated major sponsor of the Park.
- e. **Corporate Sponsor.** Company Marks will be included and recognized on the Park's corporate sponsor signs and recognition, in a manner consistent with other similarly situated major sponsors of the Park. Company will receive mutually agreed recognition on the to-be-developed SEA corporate sponsor web page anticipated to be launched in 2012 located on SEA's and the Park' web sites. It is anticipated that the SEA corporate sponsor web page will include a "click thru" option for Company, which would allow visitors to go to a dedicated Company web page within the SEA and Park web site. The dedicated Company web page could also be accessed via a vanity URL or address owned and housed by SEA, such as "www.partners.seaworld.com/coca-cola". Subject to the approval of SEA, website space and capacity limitations and the development parameters established by SEA, it is anticipated that the dedicated Company web page may include features such as:
- i. an opportunity for Company to custom design offers for visitors to the Park;
 - ii. real time content distribution or display including elements such as photos or videos of promotions, activation elements in the Park or special consumer offers;
 - iii. the ability for Company to provide exclusive content offerings for visitors; and
 - iv. web site hyperlinks to approved Company and affiliated brand or program web sites (e.g., mycokerewards.com)
- f. **Quick Response ("QR") Codes.** SEA shall create custom QR Codes (mobile device access) at mutually agreed upon locations where Company Beverages are sold in the Park and in SEA selected marketing channels. It is anticipated that these QR codes would drive web site traffic to mutually agreed upon Company web sites, such as My Coke Rewards. If QR technology changes or is replaced by a new emerging technology during the Term, SEA will continue to

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provide the linkage to mobile communication devices through the new emerging technology in a similar or enhanced manner or function as a QR code.

- g. **Public Relations Messages.** SEA will include Company in mutually agreed upon SEA public relations messages and programming. This would include a joint public announcement of the relationship after execution of this Agreement at a mutually agreed upon date and location.
- h. **Planning.** On a schedule to be mutually agreed upon by the Parties (which is anticipated to commence in July and to be completed by October), each Year of the Term Company and SEA will annually co-create and agree on a fifty-two (52) week calendar for the following Year setting forth plans for both inside and outside the Park for each Parties activities under this Agreement, including, but not limited to, the use of funding under this Agreement and strategic initiatives. Such planning and associated meetings will include, but will not be limited to, topics related to marketing, media, culinary, operational and other subjects and departments that a Party deems necessary to carry out the terms of this Agreement during the Year. It is understood that such planning and planning meetings may be done in conjunction with SEA's parent company and/or affiliated theme parks as a part of a "system wide" yearly planning process. The Parties acknowledge that the planning is for general working purposes and guidance only, may be used for the annual SIP update and is subject to change as a result of force majeure or other unanticipated changes in the economy, tourism industry trends and other material market forces.

5. ADMISSIONS, EXPERIENCES AND HOSPITALITY

- a. **Tickets and Experiences.** As a part of the benefits provided to Company, SEA, the Park will provide the following items to Company each Year:
- i. A mutually agreed upon number of admission tickets, single use Quick Queue Passes, unlimited single day Quick Queue Passes and other experiences from Company's allotment of benefits provided by SEA and SEA's parent company
 - ii. up to ten (10) VIP Event Invitations to selected SEA Events (when available or appropriate) such as:
 - Grand opening events of rides, attractions, venues;
 - Animal rescues;
 - Animal releases; or
 - Entertainment, TV or Movie Premieres; and
- b. **Use of Tickets and Experiences.** The tickets and experiences listed above are intended for the use of Company and its guests and shall not be re-sold. To the extent that any such use requires reservations or involvement of SEA personnel, Company will comply with SEA's advance reservation policies. Restrictions may apply for use of tickets and Quick Que Passes based on Park operation needs and requirements or applicable legal requirements. Company will provide an annual report to SEA regarding use of the tickets and experiences. Over the Term, the Parties acknowledge that the nature of tickets and experiences may change and the Parties will work together in good faith to make mutually agreed upon modifications and substitutions as appropriate. In addition, Company and SEA will mutually agree on the type, number and use of the above items in connection with any promotion, sweepstakes, or give-away for the general public. All elements of any promotion, sweepstakes, or give-away for the general public using tickets to the Park event are subject to the prior review and written approval of SEA pursuant to the process in Section 3.i. Company will be solely responsible for all legal compliance in connection with any promotion, sweepstakes or give-away. SEA will provide such tickets and/or admissions when requested by Company. The tickets and other items listed above must be used

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during the Year in which they are provided and any unused tickets or other items will not roll over to any other Year.

- c. **Hospitality.** SEA will also provide the following hospitality benefits to Company each Year, subject to mutually agreed upon advance scheduling:

- i. Company will receive mutually agreed (but no less than twenty percent (20%)) hospitality discounts for use by Company in conjunction with Company corporate events conducted at the Park.

6. LICENSING, ARTICLES & PREMIUMS

Following the execution of this Agreement, Company and SEA will promptly discuss the opportunity to develop dual-logo merchandise for promotional use in consumer promotions, as well as evaluate and assess opportunities for the retail sale of such dual-logo merchandise at the Park and outside of the Park in the retail market, subject to resource constraints, any existing exclusive licensing arrangements that the other Party may have, and payment of separate royalties at standard industry rates and mutually agreed creative and development costs. Should the Parties agree to develop any dual-logo merchandise, SEA and Company will promptly expend time and resources in good faith to negotiate and execute a separate licensing agreement outlining the terms of producing licensed products during the Term. It is anticipated that any such licensing agreement will run co-terminus with this Agreement, be drafted by SEA and include industry standard licensing and royalty rates.

7. SEAWORLD CONTENT

- a. **Royalty-Free Audio/Video/Imagery Content.** Company will receive a mutually agreed upon sufficient number of royalty-free pieces of audio, video, and/or imagery content owned or licensed by SEA to be used in support of mutually agreed upon promotions each Year and the SIP. The Parties agree that the use of such audio, video and/or imagery content will not require a separate licensing agreement, but shall be subject to the review and approval by SEA pursuant to Section 3.i. above.
- b. **Additional Promotional Pieces of Content.** Beyond the mutually agreed number of royalty-free pieces Company and SEA use for promotion set forth in Section 7.c. above, Company and SEA will agree to a discount rate from the to-be-determined SEA rate card for the use of the vast array of SEA's audio, video and imagery content. It is understood that the standard rates are determined based on the content requested, uses and terms of use desired by Company. This content includes Park and animal imagery and access to take footage of SEA animals or other Park and SEA images for approved Company uses. Use of this content will be subject to SEA's standard licensing and usage guidelines, which will be subject to the prior review and written approval of SEA and will require the execution of a separate licensing agreement containing typical indemnity, insurance and intellectual property provisions.

8. ACCOUNT STAFFING AND MANAGEMENT

SEA will provide a SEA account manager and give Company access to SEA's strategic sponsorship team to provide assistance to Company in the execution of Company's obligations and rights under this Agreement. Company will provide a Company account manager and give SEA access to the Company's strategic sponsorship team to provide assistance to SEA in the execution of SEA's obligations and rights under this Agreement. No less than annually, as part of the planning meetings in Section 4.h., the Parties will evaluate the cooperative performance and the effectiveness of delivering the respective benefits under this Agreement. The form of such evaluation shall be a mutually agreed upon "**Annual Sponsorship Scorecard**" containing categories helpful in evaluating the Parties' performance hereunder. In addition, no less than annually, SEA and Company will meet face-to-face to review the Annual

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Sponsorship Scorecard, review and revise the SIP as may be necessary and to set forth the SEA and Company branding strategies and implementation with SEA and the Park for the coming Year during the process set forth in Section 4.h. In addition, Company will receive access to SEA representatives to assist with the promotion of the relationship with SEA, including positions such as SEA's public relations personnel, SEA's food service team, SEA's environmental services team, SEA's strategic sourcing team, SEA's licensing team, Park marketing and merchandise representatives, SEA's social media team and Park other liaisons responsible for executing components of the relationship created by this Agreement.

9. ADDITIONAL BENEFITS

- a. **Company Employee Discounts.** Subject to SEA's standard policies and rules applicable to vendor programs, Company employees shall be allowed to participate in SEA sponsor employee offers such as "Print@Work" Park Tickets (twenty percent (20%) discount on Park tickets; excluding SEA vacation package offers). Company acknowledges that these programs are subject to change and/or discontinuation from time-to-time.
- b. **Non-use of Benefits by Company.** The failure of Company to fully utilize the benefits hereunder, or to provide the Park with artwork or copy for any signage, advertising, or other promotional materials (such that the untimely or non-conforming submissions cannot be used by the Park) shall not entitle Company to any refund or compensation therefore, and there shall be no reduction in fees due and owing hereunder. The Park shall provide Company with its specific requirements (including deadlines for submission of artwork) sufficiently in advance to allow Company to comply with them.

10. BEVERAGE PURCHASING AND PARK OPERATIONS

- a. **Beverage Purchase Requirements.** Except for Permitted Exceptions and Private Catered Events as set forth above, the Park will purchase their entire requirement for Beverages from Company or its designated distributor or bottler. Company agrees to satisfy these requirements purchases and to deliver fresh Beverages to the designated locations, and related Equipment, on a timely basis recognizing that time is of the essence. Pricing for certain Company Beverages for 2011 and 2012, exclusive of taxes or other government mandated fees are attached in **Exhibit G**. In addition, Company Beverage products or packages that are not reflected on **Exhibit G** may be added to the offerings at the Park upon mutual agreement of the Parties as to quantities and pricing. Except as set forth below, SEA acknowledges and agrees that Company, in its sole discretion, may set and raise prices for Company Beverages during the Term.
- b. **Fountain Syrup Funding.** SEA acknowledges and agrees that Company, in its sole discretion, may set and raise prices for Company Fountain Syrups during the Term. The pricing for Company's Fountain Syrups for 2011 has been attached on **Exhibit G**, which sets forth the baseline pricing for the Fountain Syrup Funding described in this Section during the Term.

In consideration for the rights and benefits provided to Company under this Agreement, beginning in the 2012 Year and thereafter, in any Year in which the weighted average net price per gallon (i.e., determining the average price per gallon based on different per gallon pricing paid for each package size) to SEA for Company's Fountain Syrup is increased by more than three and one-half percent (3.5%) over the previous Year's pricing (for 2012 the previous Year will be 2011 even though it is not a Year of the Term), Company will pay SEA funding equal to the weighted average per gallon price increase in excess of three and one-half percent (3.5%) (the "**Fountain Syrup Funding**"). The weighted average net price will be determined based on SEA's actual purchases of Company's Fountain Syrups during each Year and will be calculated and paid to SEA no later than January 31 of the Year following the Year for which the Fountain Syrup Funding is due. The Fountain Syrup Funding will be cumulative from the time of increase through the end of the Term.

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For the avoidance of doubt, a Year-over-Year calculation example of the Fountain Syrup Funding, including the exact formulas, is shown on **Exhibit H**.

Notwithstanding the above, the three and one-half percent (3.5%) Fountain Syrup Funding level is subject to adjustment at any time in the event of a substantial *bona fide* increase in a significant component of the Company's or a supplying bottler's cost of goods, manufacture or delivery which is passed along to all of Company's similarly situated customers. Company will notify SEA thirty (30) days in advance prior to the date any such adjustment takes effect along with appropriate documentation supporting the adjustment.

- c. **Price Ceilings on Company Bottle/Can Beverages.** Company will not raise prices on the Company Bottle/Can Beverages set forth in **Exhibit G** (excluding any juice Beverages) by more than three and one-half percent (3.5%) (rounded to the nearest penny) from Year to Year (the "**Price Ceiling**"); however, this three and one-half percent (3.5%) Price Ceiling is subject to adjustment at any time in the event of a substantial *bona fide* increase in a significant component of the Company's or a supplying bottler's cost of goods, manufacture or delivery which is passed along to all of Company's similarly situated customers. Company will notify SEA thirty (30) days in advance prior to the date any such adjustment takes effect along with appropriate documentation supporting the adjustment. Company may raise prices for any juice Beverages in its reasonable discretion.
- d. **Other Purchasing.** SEA will use reasonable efforts to evaluate the possibility of procuring SEA or Park needs from Company's other business operations or units; provided, Company makes SEA aware in writing of the availability of specific products or services. For the avoidance of doubt, such consideration may include purchasing recycled or specialty items which may include goods made from recycled materials such as clothing or uniforms, and/or tables or benches. Any such procurement by SEA would be subject to SEA's needs, appropriate pricing levels, the SEA procurement process and governed by a separate purchase agreement or document outlining any potential sourcing relationship.
- e. **Procurement.** Company will work with SEA in good faith to use "EDI," "SEApass" or other SEA designated mechanism for order transmission of Company products and Company Beverages purchased from Company by SEA. To the extent not covered by this Agreement, Company will execute the necessary documentation to become a vendor of SEA. Except as otherwise provided herein or in any purchase order with respect to Company Beverages delivered by Company or its bottlers, the product prices, transportation costs and other costs expressly set forth herein constitute the full amount(s) payable to Company to acquire the products from Company free and clear of any lien, encumbrance or additional charges. Payment terms by SEA are net thirty (30) days from SEA's receipt of Company's invoice for the products. All Beverage products must be either date coded or otherwise marked in a manner that allows for determination of the products age and subject to mutually agreed upon product rotation and product mix policy.

11. **CONSIDERATION BY COMPANY**

- a. During the Term, in exchange for the above outlined benefits provided by SEA to Company described herein, Company shall pay or provide, as applicable, to SEA the consideration and fees detailed on **Exhibit D**.
- b. Company will endeavor to introduce SEA to opportunities to align the Park and SEA Marks through joint consumer promotions with Company's Arctic Home, MacGillivray Freeman Films' "*To the Arctic*" production and other sustainability efforts.

Company initials: _____
SEA initials: _____

12. COMMITMENT BY SEA

- a. **In Park Attractions Fund Match.** SEA agrees during the Term to incur a mutually agreed upon amount of expenses attributable to internal design and engineering time, out-of-pocket capital and other costs in the Park, which will "match" the use of Company's In Park Attractions Fund and will be used for the same purposes as that fund. The Parties will mutually agree upon the time and costs incurred by SEA each Year during the process set forth in Section 4.h.
- b. **Cooperative Marketing Funds.** SEA will spend or invest Yearly on activities funded through the Strategic Media and Activation Fund and/or the In Park Activation Fund in a mutually agreed upon amount of activation attributable to the Park. The Parties will mutually agree upon spending or investment by SEA each Year during the process set forth in Section 4.h.

13. EQUIPMENT AND SERVICE

- a. **Fountain and Bottle/Can Beverage Equipment.** Where permitted by law, Company will lease to SEA without charge Company Fountain Beverage dispensing equipment, Company Bottle/Can Beverage equipment (e.g., Company branded refrigerated coolers and vending machines) (collectively, the "**Fountain B/C Equipment**") for use at the Park which will reasonably enable the Park to meet SEA's demand for Company Beverages. It is understood that this will include, at a minimum, provision of at least similar Fountain B/C Equipment in type and location as to what is in currently in place at the Park installed by the previous Beverage provider. It is further acknowledged that the Park's facilities are heavily themed and any such equipment must be consistent with such theming. Further, Company will rebrand any equipment owned by the Park or remaining from the previous Beverage provider. Company will work with the Park to determine the initial and future placement locations for Fountain B/C Equipment. Together the Parties will survey the currently existing Beverage facilities and equipment to prepare Company for the installation of Company Beverage equipment as soon as practical after the start of the relationship so as to not jeopardize the availability of Company Beverages at the Park. All Fountain B/C Equipment provided by Company is subject to the terms and conditions of Company's Fountain B/C Equipment Lease Agreement attached as **Exhibit E** and will at all times remain the property of Company. Additionally, Company will use commercially reasonable efforts to provide SEA with trailer drops or other accommodations for periods of high Beverage volume to supplement SEA warehousing. The following will be applicable to Fountain B/C Equipment provided by Company:
 - i. The Fountain B/C Equipment will be new or like new. In the case of vending Fountain B/C Equipment, it shall be capable of accepting bills and coins and Company will use commercially reasonable efforts to have vending Fountain B/C Equipment that has operational card readers; and
 - ii. The Fountain B/C Equipment shall have an information label detailing servicing contacts.
- b. **Coffee and Tea Equipment.** Company will provide to, and install for SEA coffee and tea equipment which will reasonably enable the Park to meet SEA's demand for Company Coffee and Tea Beverages (the "**Coffee and Tea Equipment**"). The Coffee and Tea Equipment will be new or like new. The Coffee and Tea Equipment shall have an information label detailing servicing contacts. Upon installation, ownership of the Coffee and Tea Equipment will transfer to SEA according to the terms and conditions of the attached **Exhibit F** and Company will provide SEA with the fair market value of the Coffee and Tea Equipment, based on the pricing of such Coffee and Tea Equipment to similarly situated Company customers, when such equipment installed. This Coffee and Tea Equipment is provided in return for SEA's commitment to serve Company's coffee and tea Beverages and in the Park throughout the Term. Upon termination not

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due to the fault of Company, SEA will refund a pro rata portion of the total value of the Coffee and Tea Equipment based upon the percentage of time left on the Term at the time of termination.

- c. **Equipment Service.** SEA agrees (i) to use the Company's service network for any service required for the Fountain B/C Equipment and the Coffee and Tea Equipment (collectively, the "Equipment"); (ii) when prompted to attempt to solve any Equipment service related issues by using Company's Phone Fix® service; and (iii) to provide Company with reasonable advance notice of any removals, remodels, relocations or reinstallations of Equipment, flavor changes, line changes and summerizations/winterizations that may be desired. Company will provide at no charge (A) regular mechanical reactive service and summerizing/winterizing reasonably needed for Equipment and (B) removals, remodels, relocations or reinstallations of Equipment, flavor changes and line changes that are reasonable in scope or amount (e.g., relocations that are part of a preplanned upgrade to a Park). Replacement parts associated with these service calls will also be provided without charge. Any (1) removals, remodels, relocations or reinstallations of Equipment, flavor changes or line changes that are unreasonable in scope or amount; (2) service necessitated by damage or adjustments to the Equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO2 or Fountain Syrup container was empty); or (3) on-site service calls that are not the result of mechanical failure (collectively "**Special Service Calls**"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's then current rate. Charges for Special Service Calls will be deducted from funding or invoiced at SEA's discretion. Charges will include reasonable labor, travel time, parts, and administrative costs.
- d. **Service Standards/Installation and Removal.** It is critical to SEA's operations for Company to maintain all Equipment in operational condition and provide service in response times that are commensurate with the service issue. Any Equipment that has an unreasonable history of malfunction shall be replaced by Company at no charge to SEA. Company's service personnel shall be in identifiable uniforms and shall conduct themselves professionally and responsibly at all times when at the Park. All installation servicing of the Equipment shall be done in a good and workmanlike manner, using qualified personnel and in accordance with all federal, state and local codes and laws including any applicable health and safety laws and building codes. Company will be responsible for the installation and removal of its Equipment and will be liable for any damages to SEA property related thereto. Company may not alter, remodel or adjust any SEA facility or property without SEA's express written permission. In addition, all work performed and any of Company's employees or contractors performing work on SEA's property shall be in conformance with reasonable SEA's policies regarding on-site contractors including, but not limited to, insurance and substance abuse policies.

14. TERRITORY AND PARKS

- a. **Park Openings.** In the event SEA acquires (defined as controlling ownership or interest), constructs or opens a theme park property or a destination hotel or lodging facility (the "**New Park**"), Company will have a right of first negotiation with respect to Beverage exclusivity and exclusive marketing rights (as described in this Agreement) in connection with the New Park. Company will notify SEA of its intention to negotiate for the New Park within thirty (30) days of being officially notified by SEA of such acquisition, opening or construction. If Company desires to negotiate Beverage exclusivity and exclusive marketing rights for a New Park it will have an exclusive ninety (90) day period to do so. In general terms, SEA will present Company with the available opportunities at the New Park and the Parties shall negotiate in good faith for the addition of the New Park to this Agreement; provided however, Company shall not be obligated to add the New Park to this Agreement. The consideration, rights, and other elements for any New Park will be consistent with those described herein for the Park. In the event SEA and Company do not reach an agreement with respect to such New Park, SEA or the New Park would be free to

Company initials: _____
SEA initials: _____

15. APPROVALS, PROCESS AND STANDARDS

- a. **Consultation Procedures and Other Approvals.** This Agreement contains a number of provisions that provide for the Parties to mutually agree upon or consent to programs, initiatives, activities and other matters, including how to allocate and spend various Consideration categories or funds. The Parties shall use their best informal efforts to work in good faith to reach reasonable solutions to matters that require mutual agreement on a timely basis and will not unreasonably withhold, condition, delay or deny their agreement or consent. If the Parties are unable to reach an informal resolution in connection with such matters, one Party (the "**Proposing Party**") will submit a written proposal to be reviewed to the other Party (the "**Receiving Party**") with respect to the program, initiative, activity or other matter at issue. The Receiving Party will respond to the Proposing Party within a reasonable time frame (taking into account any deadlines) with its approval, reasons for disapproval or suggested modifications. If the Receiving Party does not timely respond, the proposal will be deemed disapproved and/or declined.
- b. **Standards.** Each Party acknowledges that the other Party is a family-oriented company and that maintenance of its image, reputation and image are paramount. Each Party agrees to conduct itself at all times with due regard to public morals and conventions and agrees that it will not (A) commit any act or do anything that is or shall be an offense involving moral turpitude or is an act which brings, or may bring the other Party or its products or venues into public disrepute, contempt, scandal or ridicule, or which provokes, shocks, insults or offends the community, or which injures, or may injure, the success of the other Party and (B) disparage, derogate, undermine, embarrass or otherwise impair the reputation or goodwill of the other Party or portray the other Party or its shows, products or mission in a false, or poor light. Furthermore, Company will not promote a group whose primary stance and communications oppose zoological operations similar to the operations of SEA. Further, Company will comply with SEA's environmental policies and standards when conducting its obligations within the Park.

16. AMENDMENT FOR INDUSTRY CHANGES

Company and SEA acknowledge that theme parks, their operation, the entertainment industry in general, consumer preferences, media technology and the Beverage industry may change over the Term of the Agreement, and agree to discuss and consider in good faith amendments to this Agreement in order to reflect such changes in keeping with the spirit hereof and to take advantage of mutually beneficial opportunities that may arise. To the extent that a Party asserts in writing in good faith that there has been a *bona fide* material change as set forth above which materially alters the relationship of the Parties and the Parties are unable to agree upon appropriate amendment to this Agreement, then such matter will be resolved in accordance with the Dispute Resolution provisions of Section 5 of **Exhibit C**; provided, however, if the Parties are unable or unwilling to mutually agree on an amendment this Agreement following escalation to senior management pursuant to such Dispute Resolution process then no change shall be made and neither Party shall have any right to sue or litigate to force a change or amendment.

17. FIRST RIGHT OF NEGOTIATION.

Company shall have a first right of negotiation for renewal of the relationship under this Agreement. Company will exercise such right by providing notice in writing no earlier than January 1, 2021 and no later than April 1, 2021. Company's notice will contain Company's proposed terms under which Company would be willing to renew. Following the receipt of Company's terms, SEA and Company shall negotiate in good faith to enter into a definitive renewal agreement prior to June 30, 2021 or such other time as may

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be mutually agreed upon by the Parties in writing. If Company fails to timely exercise its right of first negotiation or if a mutually satisfactory agreement for renewal is not reached by June 30, 2021, then SEA will be free to negotiate and execute an agreement for the same or similar rights with a third party without further obligation to Company. It is understood that should SEA enter into an agreement with a third party for such rights, SEA and the Park would be free to publicize the new association and actively plan for the necessary transition notwithstanding that the Term of this Agreement has not yet expired.

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EXHIBIT B DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings, which will apply in their singular or plural:

1. **Act** has the meaning set forth in Section 17.f.ii. of **Exhibit C**.
2. **Agreement** has the meaning set forth in Section 1 of the **Signature Page** and includes the **Signature Page**; **Exhibit A** Benefits and Obligations; **Exhibit B** Definitions; **Exhibit C** Terms and Conditions; **Exhibit D** Consideration; **Exhibit E** Fountain B/C Equipment Lease Agreement; **Exhibit F** Coca-Cola Coffee and Tea Equipment Sale Agreement; **Exhibit G** Pricing; and **Exhibit H** Fountain Syrup Funding Calculation Example.
3. **Airline** means passenger airline or private jet service, but shall not include freight, shipping or other airline.
4. **Annual Sponsorship Scorecard** has the meaning set forth in Section 8 of **Exhibit A**.
5. **Assignee** has the meaning set forth in Section 3 of **Exhibit E**.
6. **Beverage Innovation Fund** has the meaning set forth on **Exhibit D**
7. **Beverages** mean all non-alcoholic beverages (i.e., anything consumed by drinking by humans but specifically excluding any liquids, foods or medications which SEA may feed or administer to its animals), whether or not such beverages: (i) contain nutritive, food, or dairy ingredients; or (ii) are in a frozen form. This definition applies without regard to the Beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, non-alcoholic beverages sold as shots or supplements are considered Beverages.
8. **Bottle/Can Beverages** mean all Beverages, including pre-mix Beverages, in pre-packaged, ready-to-drink form in bottles, cans or other factory-sealed containers.
9. **Branded Surface** means the surface of a Beverage vessel dedicated to displaying SEA Marks and Company Marks, but will not include areas on Beverage vessels used for conservation themes, general messaging or other non-Mark specific communication.
10. **Coffee and Tea Equipment** has the meaning set forth in Section 13.b. of **Exhibit A**.
11. **Commencement Date** has the meaning set forth in Section 1 of **Exhibit E**.
12. **Company** has the meaning set forth in Section 1 of the **Signature Page**.
13. **Company Beverages** mean all Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed to Company.
14. **Competitive Beverages** mean Beverages that are not Company Beverages.
15. **Consideration** means the various cash, in kind and other payments or benefits provided from Company to SEA and more fully described on **Exhibit D**.
16. **Equipment** has the meaning set forth in Section 13.c. of **Exhibit A**.

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17. **Equivalent Case** is calculated as 192 finished ounces of Company Beverages.
18. **Fixed Rights Fee** means the fee paid by the Company to SEA as a "Fixed Rights Fee" set forth on **Exhibit D**.
19. **Force Majeure** means those events described in Section 14 of **Exhibit C**.
20. **Fountain Beverages** mean those Beverages that are dispensed from post-mix or pre-mix (but not Frozen Beverages) beverage dispensers, bubblers, or similar equipment.
21. **Fountain B/C Equipment** has the meaning set forth in Section 13.a. of **Exhibit A**.
22. **Fountain Syrup** means the Fountain Beverage syrup used to prepare Fountain Beverages, but does not include other forms of concentrate, such as concentrates used to prepare juices, smoothies, Frozen Beverages or coffee.
23. **Fountain Syrup Funding** has the meaning set forth in Section 10.b. of **Exhibit A** and further described on **Exhibit H**.
24. **Frozen Beverages** means a mixture of a combination of water, syrup, and other products, with or without CO2, that are served frozen, in a slushy consistency or in ice crystals and dispensed as Beverages.
25. **ICEE® Contract** has the meaning set forth in Section 1.a. of **Exhibit A**.
26. **Indemnified Party** has the meaning set forth in Section 2.e. of **Exhibit C**.
27. **Indemnifying Party** has the meaning set forth in Section 2.e. of **Exhibit C**.
28. **In Park Activation Fund** has the meaning set forth on **Exhibit D**.
29. **In Park Attractions Fund** has the meaning set forth on **Exhibit D**.
30. **Lease** has the meaning set forth in Section 1 of **Exhibit E**.
31. **Lease Agreement** has the meaning set forth in Section 1 of **Exhibit E**.
32. **Lodging** means hotel, motel or other similarly situated brand or company in the business of providing temporary, transient personal, short-term lodging to customers for a price. This shall not include campgrounds or campers.
33. **Marketing Rights** has the meaning set forth in Section 3.a. of **Exhibit A**.
34. **Marks** means, with respect to each respective Party, the various emblems, symbols, legends, logos, signs, representations, trademarks, insignias or other indicia denoting or identifying the Party, its brands, and/or its products, properties or services.
35. **New Park** has the meaning set forth in Section 14.a. of **Exhibit A**.
36. **Other Beverage Channels** has the meaning set forth in Section 3.g. of **Exhibit A**.
37. **Park** means the interior and exterior, parking lots, buildings, concession areas, dining facilities, branded and non-branded food service outlets, banquet facilities, employee break areas, dorms, retail shops and other locations at SeaWorld San Diego and any New Park added to this

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Agreement pursuant to Section 14.a. of **Exhibit A**. Any non-destination hotel or lodging facility that is adjacent to a Park and owned or controlled by SEA will become part of that Park; provided, however, that should such hotel or lodging facility be acquired by SEA subject to a contract with a Competitive Beverage supplier, such hotel or lodging facility will only become part of that Park after such contract expires.

- 38. **Party** means either SEA or Company, as applicable. SEA and Company may also collectively be referred to as **Parties**.
- 39. **Permitted Exceptions** mean: (i) one hundred percent (100%) dairy milk defined as milk from a female mammal, soy milk, or rice milk including flavored and sweetened one hundred percent (100%) dairy milk, soy milk or rice milk; (ii) dairy milk milkshakes served frozen as a Beverage; (iii) unbranded fresh-squeezed on-premise lemonade made from fresh lemons and other drinks (including smoothies) prepared from one hundred percent (100%) fresh-squeezed or blended fruit on-premise; (iv) apple cider to be served hot; (v) single-serve hot brewed tea prepared from tea bags; (vi) fresh-brewed and on-premise prepared Starbucks Beverages; (vii) non-ready-to-drink espresso based Beverages; (viii) Stirrings or similar brand drink mix products for use in alcoholic beverages; (ix) other non-branded, not to be displayed mixers that are not available from Company; (x) hot chocolate; (xi) SEA branded Frozen Beverages (xii) unbranded Frozen Beverages in flavors not available from Company; (xiii) malt based non-alcoholic beverages (e.g., non-alcoholic beer) (xiv) medications that are consumed by drinking; and (xv) tap water and non-branded water fountains within the Park. Notwithstanding the above, in no event will any Product of PepsiCo be considered a Permitted Exception.
- 40. **Price Ceiling** has the meaning set forth in Section 10.c. of **Exhibit A**.
- 41. **Private Catered Events** has the meaning set forth in Section 1.c. of **Exhibit A**.
- 42. **Product of PepsiCo** is any Beverage which has a trademark owned, licensed to or controlled by PepsiCo, Inc. or any of its subsidiaries or affiliates, or any entity or joint venture in which PepsiCo, Inc. or any of its subsidiaries or affiliates has at least a fifty percent (50%) ownership interest. For the avoidance of doubt, this definition shall not apply to other non-Beverage brands of PepsiCo, Inc. such as Doritos®, Fritos® and Quaker®.
- 43. **Proposing Party** has the meaning set forth in Section 15.a. of **Exhibit A**.
- 44. **QR** has the meaning set forth in Section 4.f. of **Exhibit A**.
- 45. **Quick Serve Restaurant** or **QSR** means restaurant concepts that do not have table service (i.e. customers completing their entire meal experience while seated at a table), and include establishments such as McDonald's, Burger King, Chipotle, Taco Bell, KFC, and Subway.
- 46. **Receiving Party** has the meaning set forth in Section 15.a. of **Exhibit A**.
- 47. **Records** has the meaning set forth in Section 18 of **Exhibit C**.
- 48. **SEA** has the meaning set forth in Section 1 of the **Signature Page**.
- 49. **SEA Brand** has the meaning set forth in Section 2.e. of **Exhibit A**.
- 50. **SEA Media Opportunities** has the meaning set forth in Section 7.a. of **Exhibit A**.
- 51. **SIP** has the meaning set forth in Section 2.e. of **Exhibit A**.

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- 52. **Special Service Calls** has the meaning set forth in Section 13.c. of **Exhibit A**.
- 53. **Strategic Marketing Activities** has the meaning set forth on **Exhibit D**.
- 54. **Strategic Marketing Value In Kind** has the meaning set forth on **Exhibit D**.
- 55. **Strategic Media and Activation Fund** has the meaning set forth on **Exhibit D**.
- 56. **Syrup** has the meaning set forth in Section 17.f. of **Exhibit C**.
- 57. **Term** shall mean January 1, 2012 through December 31, 2021, as further described in Section 2 of the **Signature Page**.
- 58. **Variable Annual Fund** means the fund described as the "Variable Annual Fund" in the chart on **Exhibit D**.
- 59. **Variable Bottle/Can Fund** means the fund described as the "Variable Bottle/Can Fund" in the chart on **Exhibit D**.
- 60. **Year** means each consecutive twelve-month period during the Term, beginning with the first day of the Term.

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EXHIBIT C
TERMS AND CONDITIONS

1. TERMINATION AND DAMAGES

a. **SEA's Termination Rights.** In addition to other legal and equitable remedies, SEA may terminate this Agreement if any of the following events occurs:

- i. **If Company Doesn't Pay.** SEA may terminate if Company fails to make any material payment of consideration, fees, indemnity or other amounts due to SEA under this Agreement when due, and if this default continues for thirty (30) days after Company receives written notice of the default.
- ii. **If Company Breaches.** SEA may terminate if Company breaches any other material term, covenant or agreement of this Agreement and Company fails to cure the breach within sixty (60) days of receiving written notice of the breach.
- iii. **If Company Becomes Insolvent or Bankrupt.** SEA may terminate immediately upon written notice if Company does any of the following:
 - (1) becomes unable to pay its liabilities when due;
 - (2) makes an assignment for the benefit of creditors;
 - (3) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (4) has a receiver appointed for any portion of its business or property; or
 - (5) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

b. **Company's Termination Rights.** In addition to other legal and equitable remedies, Company may terminate this Agreement if any of the following events occurs:

- i. **If SEA Doesn't Pay.** Company may terminate if SEA fails to make any material payment of or provide any consideration, fees, indemnity or other amounts due to Company under this Agreement when due, and if this default continues for thirty (30) days after SEA receives written notice of the default.
- ii. **If SEA Breaches.** Company may terminate if SEA breaches any material term covenant or agreement of this Agreement and fails to cure the breach within sixty (60) days of receiving written notice of the breach.
- iii. **If SEA Becomes Insolvent or Bankrupt.** Company may terminate immediately upon written notice if SEA does any of the following:
 - (1) becomes unable to pay its liabilities when due;
 - (2) makes an assignment for the benefit of creditors;
 - (3) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;

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- (4) has a receiver appointed for any portion of its business or property; or
 - (5) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
 - iv. **Loss of Authority.** Company may terminate if SEA or the Parks authority to convey any of the material rights in this Agreement expires or is revoked, in whole or in part and is not restored or ratified within forty-five (45) days of written notice from Company.
 - v. **If the SeaWorld® Parks Close or are Transferred.** Company may terminate this Agreement if SEA and its parent company transfer or close all of the following: (i) SeaWorld Orlando; (ii) SeaWorld San Antonio; and (iii) the Park.
- c. **Rights and Remedies.** Upon the expiration or sooner termination of this Agreement:
 - i. The rights and license granted to each Party herein shall forthwith terminate and automatically revert to the appropriate Party who owns and granted such rights and license.
 - ii. Company shall: (i) cease use of the SEA Marks; (ii) deliver to SEA all products, packages and other materials in its possession bearing the SEA Marks if requested by SEA subject to Section 3.m. of **Exhibit A**; and (iii) cause all SEA Marks to be removed from all Company uses. SEA shall: (i) cease use of the Company Marks; (ii) deliver to Company all products, packages and other materials in its possession bearing the Company Marks if requested by Company subject to Section 3.m. of **Exhibit A**; and (iii) cause all Company Marks to be removed from all SEA uses.
 - iii. Upon expiration or termination of this Agreement, SEA must make Company owned Fountain B/C Equipment available for pickup by Company (any costs associated with the pickup and removal of the Fountain B/C Equipment are set forth in **Exhibit E**) and the marketing programs set forth herein will no longer be made available to SEA.
 - iv. The proper termination of the of Company's beverage sponsorship agreement with SeaWorld Parks & Entertainment, Inc. in its entirety shall also cause the termination of this Agreement, unless the Parties otherwise agree in writing.
 - v. The termination or expiration of this Agreement shall not relieve either Party of any obligation due to the other Party arising or accrued prior to, as of the date of such termination or expiration or following such termination or expiration including, without limitation, the obligation to pay consideration, fees and indemnification amounts, reporting obligations, and restrictions set forth herein.
 - vi. Each Party acknowledges that there may not be an adequate remedy at law to redress a breach or threatened breach of the terms of this Agreement, and therefore agrees that the other Party, or its assigns, shall be entitled to an injunction or other equitable relief against the other Party to restrain it from such breach, and each Party waives any claim or defense that the other Party has an adequate remedy at law.
 - vii. The foregoing is in addition to any remedies at law that each Party may have. All such remedies are cumulative. The election of a Party to pursue any particular remedy or the failure to pursue any remedy shall not act as a waiver of the right to pursue any other available remedy at any time.

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2. INDEMNIFICATION

- a. **Company Obligations.** Except as otherwise provided by Section 2.c. and 2.d. below, Company agrees to defend, indemnify, and hold harmless each of SEA and the Park, and each of their parent, subsidiary or affiliate companies, and their respective officers, directors, shareholders, members, partners, employees, assigns, trusts, receivers and agents, from and against all losses, damages, claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence, willful misconduct or violation of law of Company or its employees or agents in the course of their duties to Company, or (iii) allegations that any of Company's trademarks violates or infringes any rights of third parties, provided that the indemnified Party has used Company's trademarks in the exact manner provided or approved by Company.
- b. **SEA Obligations.** Except as otherwise provided by Section 2.c. below, SEA agrees to defend, indemnify, and hold harmless Company, its parent, subsidiary or affiliate companies, and each of their respective officers, directors, shareholders, members, partners, employees, assigns, trusts, receivers and agents, from and against all losses, damages, claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) SEA's and/or any of the Park's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence, willful misconduct or violation of law of SEA or any of the Park, or its or their employees or agents in the course of their duties to SEA or such Park, or (iii) allegations that any of the SEA Marks violate or infringe any rights of third parties, provided that the indemnified Party has used the SEA Marks in the exact manner provided or approved by SEA or the Park.
- c. **Limitation on Obligations.** No Party has any obligation to indemnify, defend, or hold another Party harmless for any claims, suits, liabilities, costs, or expenses to the extent caused by the acts, omissions, negligence, willful misconduct or violation of law of the Party seeking indemnification.
- d. **Indemnity for Fountain B/C Equipment and Company Beverages.** SEA agrees that its sole and exclusive remedy for breach by Company of the warranties provided in Section 17.f.ii. below and any applicable implied warranties with respect to Fountain B/C Equipment and Company Beverages will be as follows: Company will, at its sole option, either replace the Equipment and Company Beverages or refund the actual, net purchase price paid by SEA for the Equipment and Company Beverages, and Company will indemnify and hold SEA harmless against (i) any claim, loss, or expense arising out of the death, disease or bodily injury of a consumer resulting from or caused by the chemical composition of the Company Beverages sold to SEA (or the packaging therefor) or any ingredient included by Company in the Company Beverages, or (ii) any claim, loss, or expense arising out of any patent or trademark infringement suit in a court of competent jurisdiction based on SEA's use or sale of the Company Beverages as contemplated by Company; provided, however, that any such claim, loss or expense set forth under subsections (i) and (ii) was solely caused by the fault or negligence of Company, and further provided that the Company Beverages were handled under normal conditions of sale, and in accordance with applicable product handling requirements by SEA from the time of delivery until final sale to the consumer. The warranty set forth in Section 17.f.ii. and the indemnity set forth above sets forth the sole and exclusive remedy for SEA against Company with respect to any defect with, or infringement by, the Fountain B/C Equipment and Company Beverages, and is the complete agreement between the Parties with respect to such subject matter and are not assignable or transferable, by operation of law or otherwise, and revokes any prior continuing warranty provided with respect to the Company Beverages. IN NO EVENT SHALL COMPANY BE LIABLE TO SEA, OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT IN TORT OR ON ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR

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CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST REVENUES, PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER COST OR LOSS OF A SIMILAR TYPE OTHER THAN SUCH DAMAGES AS MAY BE AWARDED BY A COURT AT LAW OR EQUITY OR AGREED TO IN SETTLEMENT BY COMPANY WITH RESPECT TO A THIRD-PARTY.

- e. **Indemnification Procedures.** Whenever any Party entitled to indemnification under this Agreement (the "**Indemnified Party**") receives notice of any potential claim that might be subject to indemnification, that Party will promptly notify the Party obligated to indemnify (the "**Indemnifying Party**"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible, and in any event before the earlier of twenty (20) days after receiving notice of the claim or five (5) days before the date that an answer to a complaint (or its equivalent) is due, then the Indemnified Party may settle the claim.

3. **INSURANCE**

- a. **Coverages.** SEA and Company shall, at all times during the Term, keep in full force and effect the following minimum insurance coverages and limits:

- i. Commercial General Liability Insurance with limits in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury and Property Damage including liability for insured contracts, Personal and Advertising Injury; Products and Completed Operations Liability;
- ii. Statutory Worker's Compensation Insurance and Employers' Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) each employee by accident, each employee by disease and aggregate by disease; and
- iii. Comprehensive Automobile Liability Insurance for any owned, non-owned, hired, or borrowed automobiles in the minimum amount of One Million Dollars (\$1,000,000) each accident combined for bodily injury and property damage.

b. **Additional Requirements.**

- i. Each Party shall deliver to the other satisfactory evidence of the described insurance coverage on a certificate of insurance within seven (7) business days of start of the Term. Each Party will endeavor to provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage, which notice shall be forwarded to the named insureds.
- ii. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability and failure to request evidence of this insurance shall in no way be construed as a waiver of either Party's obligation to provide the insurance coverage specified.
- iii. SEA shall name Company, its parent, subsidiary and affiliate companies, and their respective officers, directors, shareholders, members, partners, employees, assigns, trusts, receivers and agents, as "Additional Insureds" on the Commercial General Liability policy described above.

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- iv. Company shall name SEA, its parent, subsidiary and affiliate companies and their respective officers, directors, shareholders, members, partners, employees, assigns, trusts, receivers and agents and the City of San Diego, as "Additional Insureds" on the Commercial General Liability policy described above.

4. **NON-COMPLYING PARKS**

If the Park fails to comply with Sections 1 and 2 of **Exhibit A** and the Park has not achieved compliance within thirty (30) days from receipt of written notice of non-compliance from Company, all Variable Annual Fund and Variable Bottle/Can Fund attributable to the Park during the period of non-compliance will be forfeited.

5. **DISPUTE RESOLUTION**

Without otherwise limiting either Party's rights hereunder, the Parties agree to attempt to settle any dispute hereunder, through consultation and negotiation in the spirit of cooperation and the mutual benefits derived from a continuation of the relationship established hereby. Should there be a dispute between Company, on the one hand, and SEA on the other hand, relating in any way to the Agreement, the breach of the Agreement, or the business relationship of the Parties, the Parties agree that they will make a good faith effort to settle the dispute in an amicable manner. If the Parties are unable to settle any dispute, such disputes shall first be referred for resolution to the Company's Vice President, Strategic Partnership Marketing, and SEA's Vice President, Corporate Partnerships & Licensing or equivalent positions if such titles change or no longer exist. This referral shall be by written notice identifying the issues and dispute sought to be addressed. A telephone conference or meeting between these representatives shall be held within ten (10) days following delivery of the aforementioned notice. If the dispute is not resolved during this initial telephone conference or meeting, before resorting to any further action, including legal action, the Parties shall refer the dispute to the Chief Executive Officer of Coca-Cola Refreshments and the Chief Executive Officer of SEA for resolution following the same procedure set forth immediately above in this Section.

6. **GOVERNING LAW AND JURISDICTION**

This Agreement shall at all times be governed by the laws of the State of Delaware. If litigation is pursued, after following the dispute resolution procedures set forth in Section 5 above, SEA and Company knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the federal or state courts located in Delaware. All Parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

7. **PREVAILING PARTY**

If either Party commences 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, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency, or similar proceeding.

8. **JURY TRIAL WAIVER**

To the fullest extent permitted by law, Company and SEA hereby mutually and expressly irrevocably waive their rights to a jury trial in connection with any litigation arising out of this Agreement, and each

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SEA initials: _____

Party shall be entitled to produce a copy of this Agreement with any court of competent jurisdiction as written evidence of the forgoing jury trial waiver by the Parties hereto. Each Party further agrees to execute and deliver such further documentation or make any such filings with any court of competent jurisdiction which are necessary to effectuate such jury trial waiver.

9. ASSIGNMENTS

The Agreement is not directly or indirectly assignable by a Party without the express written consent of the other Party except to an affiliated company or in connection with the sale, reorganization, consolidation or merger of the Party other than to or with a direct competitor of the other Party; provided that the acquiring or successor company or person expressly assumes all of the assigning Party's obligations hereunder and is able to demonstrate by reliable and verifiable documentation reasonably accepted to the non-assigning Party, that it has the ability to satisfy the assigning Party's remaining obligations hereunder. In addition, it shall not be considered an assignment if SEA is restructured or undergoes a change of control pursuant to a qualified securities offering (whether an Initial Public Offering or otherwise).

10. AMBUSH MARKETING

Except for Permitted Exceptions and Private Catered Events as set forth herein, each of the rights and licenses granted to Company under this Agreement is exclusive with respect to Beverages as more fully set forth in this Agreement. To protect this exclusivity, SEA makes the covenants set forth in this Agreement and agrees that these covenants are essential to protecting Company's exclusive association with SEA and the Park. SEA understands that it may be appropriate to take certain actions, and refrain from certain actions, to comply with these covenants. If any third party tries without Company's consent to associate Competitive Beverages (other than Permitted Exceptions) with SEA, the Park or SEA's Marks, or tries to suggest, by statement or implication or otherwise, that Competitive Beverages are so associated, SEA will take reasonable steps to attempt to stop this "ambush marketing" and to protect Company's exclusive association. Any Party learning of ambush marketing will promptly notify the other Parties of this activity.

11. FURTHER ASSURANCES

SEA and Company each agree to cooperate with the other in every respect in achieving the purpose of this Agreement.

12. CONFIDENTIALITY

This Agreement, specifically including, but not limited to, the substance and the financial terms and conditions, and any confidential information of a Party relating to this Agreement, are and shall remain confidential, and shall be communicated and available only to such employees or agents of either Party with a legitimate business need to know such confidential terms and conditions. Each Party shall be responsible for any breach of this Section by such Party's employees, related companies and/or agents and each such Party shall cooperate with the other Party to remedy the breach.

No Party shall disclose to any third party without the prior written consent of the other Party, any information concerning the terms and conditions of this Agreement and any confidential information of a Party relating to this Agreement, except for disclosure (1) to any attorneys, accountants and consultants involved in assisting with the negotiation and closing of the contemplated transactions, (2) to affiliates of Company including Company's bottlers and to any entity retained to provide commission consolidation services for bottler, (3) to affiliates or subsidiaries of SEA, including SEA's parent companies, or (4) as required by law subject to advance (to the extent possible a minimum of three (3) days) notice to the other Party. A Party that makes a permitted disclosure to the above listed third parties must have a written

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agreement with such third party requiring the third party to keep such information confidential and the Party making such disclosure will be responsible for any breach of confidentiality by the third party.

13. OFFSET

If either Party owes any undisputed amounts to the other Party or to a Party's bottler under this or any other agreement, in addition to any other remedies it may have, that Party may use funds due the other Party to offset amounts due to that Party under this or any other agreement; provided, the Party provides written notice of the undisputed amount with ten (10) days to respond pursuant the Notices provision of Section 16 below. To the extent any amounts that may be subject to this provision are in dispute, the Parties will attempt to resolve the dispute accordance with the Dispute Resolution provisions of Section 5 of above.

14. FORCE MAJEURE

Neither Party shall be liable to the other Party for any failure or refusal to perform hereunder if such failure or refusal is caused by matters beyond the control of the Party so failing or refusing to perform, including, without limitation, acts of God, acts of war, terrorism, strikes or labor unrest, governmental laws, rules, or orders, riot or civil disturbance, or other similar causes. Any Party failing to perform or which is delayed in performance herewith 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 obligation hereunder. Notwithstanding anything in the foregoing to the contrary, neither Party shall be absolved from its failure to make monetary payments required hereunder, to purchase insurance required hereunder, or to indemnify, defend, and hold harmless the other as required above as to those matters for which each is responsible.

15. WAIVER

The failure of any Party to seek redress for the breach of, or to insist upon the strict performance of any term, clause or provision of the Agreement, shall not constitute a waiver, unless the waiver is in writing and signed by the Party waiving performance.

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, telecopy, or fax, when sent, verification received, in each case with proof of delivery provided, addressed to the respective signatory of this Agreement at the address set forth on the signature page of this Agreement, unless otherwise instructed in writing. In addition, for SEA, a mandatory copy of any communication alleging a default of breach or default of any kind also shall be sent to: SeaWorld Park & Entertainment, Inc., 9205 South Park Center Loop, Suite 400, Orlando FL 32819-8651: Attention: General Counsel. In addition, for Company, a mandatory copy of any communication alleging a default of breach or default of any kind also shall be sent to: The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313: Attention: Managing Foodservice Counsel.

17. REPRESENTATIONS AND WARRANTIES

- a. SEA and Company each represent and warrant that they have the unrestricted right to enter into this Agreement and to make the commitments contained in this Agreement. Further, both Parties have obtained all necessary approvals for their execution, delivery, and performance of the Agreement.

Company initials: _____
SEA initials: _____

- b. SEA and Company each represent and warrant that no payments have been made, directly or indirectly, by or on behalf of each Party to or for the benefit of a employee or agent of the other Party who may reasonably be expected to influence the other Party's decision to enter into this Agreement, or the amount to be paid by the other Party pursuant hereto.
- c. SEA and Company each represent and warrant that the person whose signature appears on the Agreement has the right to execute this Agreement on behalf of the Party indicated.
- d. SEA and Company each represent and warrant that they have not entered into, and during the Term will not enter into, any other agreement that would prevent them from complying with this Agreement.
- e. SEA further represents and warrants as follows:
- i. It has the right to license the SEA Marks as contemplated herein.
 - ii. It will comply with all applicable laws and regulations and all appropriate practices with respect to food safety including the storing, preparation and serving of food and potability of water. Furthermore, SEA acknowledges and agrees to comply with all Equipment manufacturers' specifications and product dispensing and preparation instructions and specifications of which it has advance written notice. Finally, SEA agrees to comply with Company's Quality Beverage standards for Fountain Beverages to the extent that Company has provided written copies in advance and such standards do not interfere with the provisions and intent of this Agreement and reasonably facilitate prompt and timely service of Park customers (e.g., the ability to stage Company Beverages at times to improve speed of service).
- f. Company further represents and warrants as follows:
- i. It has the right to license the Company Marks as contemplated herein.
 - ii. Company warrants that:
 - at the time of delivery by Company or its bottlers to SEA or the Park, Company Beverages will be free from material defects and will be suitable for their intended purpose;
 - Company Beverages will meet the requirements of the Federal Food, Drug and Cosmetic Act, as amended, including the Food Additive Amendments of 1958, and the amendments resulting from the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (collectively, the "**Act**"); will not be adulterated or misbranded within the meaning of the Act; and, will not be products which, under the provisions of Sections 404 and 505 of the Act, may not be introduced into interstate commerce. Company further warrants that the Company Beverages, and their packaging and labeling, will, at the time of delivery by Company or its bottlers to SEA or the Park, comply with all other applicable federal and state laws, rules and regulations. This warranty is extended and applicable to any lawful state law in which the definitions of adulteration or misbranding are substantially the same as those in the Act; and
 - With respect to post-mix syrups (the "**Syrup**"), coffee and tea, Company warrants only the Syrup, coffee and tea themselves, and not any product made from the Syrup, coffee or tea, including the finished beverage. No warranty is provided for

Company initials: _____
SEA initials: _____

finished beverages because the finished beverage could incorporate water, CO₂ gas, ice and other ingredients, most or all of which are not provided by Company.

- the Fountain B/C Equipment will comply in all regards with all of the Company's applicable government mandated labeling requirements.

- g. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. BOOKS AND RECORDS.

During the Term and for a period of two (2) years thereafter, Company shall maintain such books and records (collectively, the "**Records**") as are necessary to substantiate that all invoices, rebates, funding payments and calculations, paid to SEA or submitted to SEA for payment hereunder were valid and proper. SEA and/or its representative shall have the right at any time during normal business hours, upon not less than five (5) business days' notice, to examine and copy said Records at SEA's sole cost and expense. The provision of this paragraph shall survive the expiration or earlier termination of this Agreement.

19. RELATIONSHIP

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 shall give the appearance or impression of having any legal authority to bind or commit the other Party in any way. This Agreement is not intended to be and shall not be construed to create a partnership, joint venture, agency, or business arrangement between Company and SEA, other than as an independent contractor for Company's services as described herein. Neither Party to this Agreement shall have any authority to enter agreements or incur debts, liabilities, or other obligations on behalf of the other.

20. RESALE AND PACKAGING

SEA agrees to properly dispose of Company's Fountain Syrup bag-in-box packaging. SEA also agrees not to resell Company Fountain Syrup or any other Beverage component or ingredient purchased from Company to third parties or resell Syrup packaging to third parties except for purposes of environmentally safe disposal. SEA acknowledges that all Company Bottle/Can Beverages are intended for retail sale only and may not be resold except to consumers at retail. Lastly, SEA agrees to sell the finished Fountain Beverage only in cups or glasses and not in closed containers that retain carbonation, or in bottles or cans.

21. CONSTRUCTION / SEVERABILITY

This Agreement and any accompanying documents constitute negotiated agreements between the Parties, and the fact that one Party or its counsel, or the other, shall have drafted this Agreement, any document or particular provision hereof shall not be considered in the construction or interpretation of this Agreement, the documents or any provision hereof. If any term or provision of this Agreement is found to be void or contrary to law, such term or provision will be deemed severable, but only to the extent necessary to bring this Agreement within the requirements of law, from the other terms and provisions hereof, and the remainder of this Agreement will be given effect as if the Parties had not included the severed term herein.

Company initials: _____

SEA initials: _____

22. ENTIRE AGREEMENT

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 promises, warranties, or undertakings other than those expressly set forth in this Agreement. The terms and conditions of this Agreement will supersede any preprinted or standard terms and conditions that may appear on any Party's purchase orders, invoices, acknowledgements, or similar documents provided by that Party, regardless of priority of execution. Neither Party nor its affiliates shall be bound by any such terms or conditions or any terms and conditions on a Party's internet site requiring agreement by the other Party. Nothing in this Agreement shall give any person, other than the Parties to this Agreement or their respective successors or permitted assigns, any legal or equitable right, remedy, or claim under this Agreement.

23. AMENDMENT

This Agreement cannot be amended, modified or altered except by an agreement in writing signed by authorized representatives of both Parties and specifically referring to this Agreement.

24. VALIDITY

This Agreement has been duly executed and validly delivered, and constitutes a valid and binding obligation of the Parties, enforceable against each Party in accordance with the terms and conditions hereof, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally and the discretion of courts in granting equitable remedies

25. HEADINGS / TERMS

All headings are for reference purposes only and shall not affect the interpretation of this Agreement. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

26. TIME OF THE ESSENCE

All time limits stated in this Agreement are of the essence of the Agreement. Each Party shall make every reasonable effort to complete its performance within the time or schedule provided for in this Agreement or as may be approved by the other Party, or where no time limit has been provided, then within a commercially reasonable time.

27. SURVIVAL

The warranties, remedies, and indemnities provided in this Agreement, as well as any other sections specifically indicating survival, shall survive delivery of the products or services and the expiration or earlier termination of this Agreement. Further such provisions shall not be deemed waived by reason of acceptance or payment and shall be in addition to those implied or available at law.

28. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

Company initials: _____
SEA initials: _____

**EXHIBIT D
CONSIDERATION**

Consideration Type Each category is further described and defined below in this Exhibit D .	For Sea World LLC for SeaWorld San Diego pursuant to separate agreement.	Applicable Payment or Provision Dates
Fixed Rights Fee. Company will pay a Yearly fixed rights fee in the total sum of Five Hundred Forty Thousand Dollars (\$540,000) in the first Year, increasing by a three and one-half percent (3.5%) escalator in each subsequent Year	2012: \$540,000 2013: \$558,900 2014: \$578,462 2015: \$598,708 2016: \$619,662 2017: \$641,351 2018: \$663,798 2019: \$687,031 2020: \$711,077 2021: \$735,965	Payable in two (2) equal installments on or before January 30th and July 30th of each Year
Variable Annual Fund. Company will pay Yearly variable funding for each Equivalent Case purchased by SEA and the Park from Company or its authorized distributor or reseller or sold through vending machines stocked by Company in the amount of Thirty Cents (\$0.30) per case in the first Year, increasing by a three and one-half percent (3.5%) escalator in each subsequent Year.	Paid to SEA for each Equivalent Case described in the Consideration Type Column attributable to SeaWorld San Diego.	Payable semi-annually in arrears within thirty (30) days following each January through June and July through December.
Variable Bottle/Can Fund. Company will pay Yearly variable funding for each physical case of certain Company Bottle/Can Beverages purchased by SEA and the Park from Company or its authorized distributor or reseller (and not sold through vending machines stocked by Company) as set forth in Exhibit G .	Paid to SEA for each physical case of Company Bottle/Can beverages attributable to purchases made by SeaWorld San Diego.	Payable semi-annually in arrears within 30 days following each January through June and July through December.
In Park Activation Fund. The Company will provide a Yearly in Park activation fund of One Hundred Thirty Five Thousand Dollars (\$135,000) in the first Year, increasing by a three and one-half percent (3.5%) escalator in each subsequent Year.	2012: \$135,000 2013: \$139,725 2014: \$144,615 2015: \$149,677 2016: \$154,915 2017: \$160,338 2018: \$165,949 2019: \$171,757 2020: \$177,769 2021: \$183,991	Payable in two (2) equal installments on or before January 30th and July 30th of each Year

Company initials: _____

SEA initials: _____

In Park Attractions Fund. The Company will spend a mutually agreed upon amount over the Term to build mutually agreed upon integrated guest experiences in the Park that engage guests and provide brand opportunities for Company and SEA.	For experiences created and built in SeaWorld San Diego	Spent as experiences are created and built.
Strategic Media and Activation Fund. Company will spend a Yearly strategic media and activation amount of Two Hundred Seventy Thousand Dollars (\$270,000) in the first Year, increasing by a three and one-half percent (3.5%) escalator in subsequent Years.	2012: \$270,000 2013: \$279,450 2014: \$289,231 2015: \$299,354 2016: \$309,831 2017: \$320,675 2018: \$331,899 2019: \$343,515 2020: \$355,538 2021: \$367,982	Spent as activities occur.
Strategic Marketing Value In Kind. Company will deliver Strategic Marketing Activities with a corresponding marketing value of Nine Hundred Thousand Dollars (\$900,000) the first Year increasing by a three and one-half percent (3.5%) escalator in subsequent Years	2012: \$900,000 2013: \$931,500 2014: \$964,103 2015: \$997,846 2016: \$1,032,771 2017: \$1,068,918 2018: \$1,106,330 2019: \$1,145,051 2020: \$1,185,128 2021: \$1,226,608	In Kind Value will be accounted for semi-annually
Beverage Innovation Fund. Company will provide a fund of Seventy Five Thousand Six Hundred Dollars (\$75,600) in the first Year, increasing by a three and one-half percent (3.5%) escalator in subsequent Years.	2012: \$75,600 2013: \$78,246 2014: \$80,985 2015: \$83,819 2016: \$86,753 2017: \$89,789 2018: \$92,932 2019: \$96,184 2020: \$99,551 2021: \$103,035	Spent as Beverage innovations are provided.

The following definition, terms and descriptions are provided to further clarify the use and meaning of the Consideration categories described in this **Exhibit D** above.

- A. **In Park Activation Fund.** The In Park Activation Fund will be jointly managed by SEA and Company and used to support Company Beverages and pay for mutually agreed upon in Park marketing, such as event sponsorship and special event, guest communications or sampling occasions (such sampling occasions may be approved by SEA in its sole discretion), and Company Beverage activation including but not limited to the foodservice visual elements and point of sale materials on equipment, carts, menu boards, translites, permanent menus, recycling containers and messaging and on other in Park activation. SEA will administer funds according to the joint plans developed by SEA and Company. Unused amounts in any Year will roll over into the subsequent Year to be used by the end of that subsequent Year; provided, however, there will be no roll over in the final Year of the Term. Any In-Park Activation Funds that are unused or the use of which has not been mutually planned for after two (2) Years will be returned to Company with no further obligation. Unused amounts at the end of the Term will be retained by Company with no further obligation. The use of

Company initials: _____

SEA initials: _____

such In Park Activation Fund will be determined in accordance with the SEA Brand, SIP and subject to the Consultation Procedures and Other Approvals set for the in Section 15.a. of **Exhibit A**.

- B. **In Park Attractions Fund.** The In Park Attractions Fund (along with "matching" funds contributed by SEA pursuant to Section 12.a of **Exhibit A**), will be used to build mutually agreed upon integrated guest experiences that engage guests and provide brand opportunities for Company and SEA. Payments will be made by Company to SEA (or third-party vendors performing the work as directed by SEA) from this In Park Attraction Fund as required to build out guest experiences and be amortized over the mutually agreed upon life of the attraction or the remainder of the Term, whichever is shorter. Company will administer funds according to the joint plans developed by SEA and Company pursuant to the planning process provided for in Section 4.h. of **Exhibit A**. Unused amounts at the end of the Term will be retained by Company with no further obligation. The use of such In Park Attractions Fund will be determined in accordance with the SEA Brand, SIP and subject to the Consultation Procedures and Other Approvals set for the in Section 15.a. of **Exhibit A**.
- C. **Strategic Media and Activation Fund.** The Strategic Media and Activation Fund will be utilized to deliver marketing value through mutually agreed in-market marketing, promotional or advertising activities, and integrated media that equally promotes Company and SEA (the "**Strategic Marketing Activities**"). In no case will Company branding be less than fifty percent (50%) in any Strategic Marketing Activity. Company will spend the funds with SEA or on non-Company assets via outside third parties in accordance with the joint plans developed by SEA and Company pursuant to the planning process provided for in Section 4.h. of **Exhibit A**. The amount of spend will be determined through the sum of production and net (i.e., less agency commissions) media costs. The use of such Strategic Media and Activation Fund will be determined in accordance with the SEA Brand, SIP and subject to the Consultation Procedures and Other Approvals set for the in Section 15.a. of **Exhibit A**.
- D. **Strategic Marketing Value In Kind.** Company will deliver and SEA will review the Strategic Marketing Activities and mutually agree on Company's delivery of Strategic Marketing Activities and the corresponding value pursuant to the planning process provided for in Section 4.h. of **Exhibit A**. Value elements can include, but are not limited to the value of media purchased or owned by the Company, and other elements such as packaging, vessels or other promotional in-market impression value. Content and marketing activities for such Strategic Marketing Value In Kind projects will presented and approved in accordance with the SEA Brand, SIP and subject to the Consultation Procedures and Other Approvals set for the in Section 15.a. of **Exhibit A**. Company will provide SEA marketing documentation no later than December 31 of each Year of the Term to validate plan values for each of the Strategic Marketing Value In Kind activities delivered.
- E. **Beverage Innovation Fund.** The Beverage Innovation Fund will be used for mutually agreed upon initiatives to grow Company Beverage sales and foster mutually agreed upon recycling and conservation initiatives at the Park. Company will administer funds according to the joint plans developed by SEA and Company pursuant to the planning process provided for in Section 4.h. of **Exhibit A**. Examples of the types of things funded, provided or paid for by Company through this fund include, but are not limited to, new types of beverage Equipment, new in-park messaging and media vehicles, recycling containers, programs, and messaging and joint research conducted by the Parties. Unused amounts in any Year will roll over into the subsequent Year to be used by the end of that subsequent Year; provided, however, there will be no roll over in the final Year of the Term. Any Beverage Innovation Funds that are unused or the use of which has not been mutually planned for after two (2) Years will be retained by Company with no further obligation. Unused amounts at the end of the Term will be retained by Company with no further obligation. The use of such Beverage Innovation Funds will be determined in accordance with the SEA Brand, SIP and subject to the Consultation Procedures and Other Approvals set for the in Section 15.a. of **Exhibit A**. This fund can be used in conjunction with the In Park Activation Fund.

Company initials: _____
SEA initials: _____

- F. **Ownership of Assets.** Upon installation, construction, use or provision of In Park assets (other than Equipment) purchased through the funding set forth above to SEA, such assets will become the sole property of SEA.

Company initials: _____
SEA initials: _____

EXHIBIT E



FOUNTAIN B/C EQUIPMENT LEASE AGREEMENT

1. **LEASE AGREEMENT AND TERM.** Company hereby leases to SEA all Fountain B/C Equipment provided to SEA, subject to the terms and conditions set forth in this Exhibit E (the "Lease Agreement" or "Lease") and other applicable terms of the Agreement. Unless otherwise agreed in writing, the Fountain B/C Equipment shall also include, where applicable, refrigeration units, ice makers and water filtration equipment installed by Company on SEA's premises. Each piece of Fountain B/C Equipment is leased commencing on its installation date (the "Commencement Date"). SEA may request the removal of any Fountain B/C Equipment upon thirty (30) days prior written notice to Company unless such Fountain B/C Equipment is non-complying in which case it may be removed sooner. Removal of Fountain B/C Equipment will not affect the term of any other agreement between the Parties, such as the Beverage Sponsorship Agreement. If this Lease is terminated with respect to any piece of Fountain Beverage Equipment (i) due to a breach or default of this Agreement by SEA or as a result of a Special Service Call pursuant to Section 13.b of Exhibit A, prior to one hundred (100) months from the Commencement Date for that piece of Fountain Beverage Equipment or (ii) for any reason other than a breach or default of this Agreement by Company if the Commencement Date of the piece of Fountain Beverage Equipment is within forty-eight (48) months from the end of the Term: SEA will pay Company the actual cost of removal and remanufacturing of that Fountain Beverage Equipment, as well as the unamortized portion of the costs (based on a one hundred (100) month amortization schedule) of (a) installation, (b) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment. The terms of this Lease will continue in effect with respect to each piece of Fountain B/C Equipment until the Fountain B/C Equipment has been removed from SEA's premises and will survive the expiration or termination of the Beverage Sponsorship Agreement only until the time of such removal.

2. **RENT FOR THE EQUIPMENT.** All Fountain B/C Equipment leased to SEA will be leased at no charge except as otherwise agreed to the Parties in writing.

3. **TITLE TO THE EQUIPMENT.** Title to the Fountain B/C Equipment is, and will at all times remain, vested in Company. Other than the SEA Marks and other intellectual property owned by SEA and affixed to the Fountain B/C Equipment, SEA will have no right, title, or interest in or to the Fountain B/C Equipment, except the right to quiet use of the Fountain B/C Equipment in the ordinary course of its business as provided in this Lease. SEA shall execute such title documents, financing statements, fixture filings, certificates and such other instruments and documents as Company shall reasonably request to ensure to Company's satisfaction the protection of Company's title to the Fountain B/C Equipment and Company's interests and benefits under this Lease. SEA shall not transfer, pledge, lease, sell, hypothecate, mortgage, assign or in any other way encumber or dispose of any of the Fountain B/C Equipment. THE PARTIES AGREE, AND SEA WARRANTS, THAT THE FOUNTAIN B/C EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE FOUNTAIN B/C EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY. SEA may perform ordinary maintenance and repairs to the Fountain B/C Equipment as required by this Lease, but shall not make any alterations, additions, or improvements to the Fountain B/C Equipment without the prior written consent of Company. All parts added to the Fountain B/C Equipment through alterations, repairs, additions or improvements will constitute accessions to, and will be considered an item of the Fountain B/C Equipment and title to such will immediately vest in Company. SEA agrees that Company may transfer or assign all or any part of Company's right, title and interest in or to any Fountain B/C Equipment (in whole or in part) and this Lease, and any amounts due or to become due, to any third party (the "Assignee") for any reason but such assignment will not release Company of any obligations under the Beverage Sponsorship Agreement. Upon receipt of written notice from Company of such assignment, SEA shall perform all its obligations with respect to any such Fountain B/C Equipment for the benefit of the applicable Assignee, and, if so directed, shall pay all amounts due or to become due hereunder directly to the applicable Assignee or to any other Party designated by such Assignee.

4. **USE OF EQUIPMENT.** SEA acknowledges that the rent does not fully compensate Company for its expenses concerning its research and development efforts designed to improve Fountain B/C Equipment or in providing the Fountain B/C Equipment to SEA, and that Company provides the Fountain B/C Equipment to SEA for the purpose of dispensing Company products. Therefore, except as expressly agreed to by the Parties in writing, SEA agrees that if the Fountain B/C Equipment is a fountain beverage dispenser, then the Fountain B/C Equipment will be used for the purpose of dispensing fountain beverage products of Company, such as Coca-Cola® classic (or Coke®), diet Coke® and Sprite®. If the Fountain B/C Equipment is a pump for bag-in-box or similar container, except as expressly agreed to by the Parties in writing, such pump may be used only to dispense Company products. If the Fountain B/C Equipment is other than a fountain beverage dispenser or a pump, then it will be used only in a location where fountain beverage products of Company are served and where no fountain beverage products of PepsiCo, Inc. or an affiliate of PepsiCo, Inc. are served. This Section 4 shall not apply within the State of Wisconsin.

5. **INSPECTION AND NOTIFICATION.** Company shall have the right during SEA's regular business hours to inspect the Fountain B/C Equipment at SEA's premises or wherever the Fountain B/C Equipment may be located and to review all records that relate to the Fountain B/C Equipment. SEA shall promptly notify Company of all details arising out of any change in location of the Fountain B/C Equipment, any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.

6. **WARRANTY DISCLAIMER.** SEA ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE FOUNTAIN B/C EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE FOUNTAIN B/C EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE FOUNTAIN B/C EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE FOUNTAIN B/C EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY FOUNTAIN B/C EQUIPMENT OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, THE OBLIGATIONS OF THE COMPANY AS SET FORTH IN THE BEVERAGE SPONSORSHIP AGREEMENT REMAIN IN FULL FORCE AND EFFECT. For new Fountain B/C Equipment, Company will pass through any manufacturers' limited warranties, but such limited warranties are not otherwise transferable or assignable without the written approval of the manufacturer.

7. **TAXES.** SEA shall pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Company or SEA, on or relating to the Fountain B/C Equipment or the use, registration, rental, shipment, transportation, delivery, or operation thereof, and on or relating to this Lease.

8. **MAINTENANCE AND REPAIRS.** SEA shall keep the Fountain B/C Equipment in good condition. Except as provided for the in the Beverage Sponsorship Agreement, SEA shall pay all costs incurred in connection with the use, operation and possession of the Fountain B/C Equipment during the term of this Lease. SEA's sole recourse against Company with respect to defective service provided by Company or its agents to the Fountain B/C Equipment is that Company will correct any defective service at no additional charge to SEA, provided that Company is given prompt notification of any defective service. Except as set forth in the Beverage Sponsorship Agreement, Company shall not be otherwise liable

Company initials: _____
SEA initials: _____

for negligent acts or omissions committed in regard to maintenance or repair of the Fountain B/C Equipment and assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.

9. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Fountain B/C Equipment will be borne by SEA. No such loss, damage, theft or destruction of Fountain B/C Equipment, in whole or in part, will impair the obligations of SEA under this Lease, all of which will continue in full force and effect.

10. **INDEMNITY.** The Parties shall indemnify one another as set forth in the Beverage Sponsorship Agreement.

11. **DEFAULT.** Any default in the Beverage Sponsorship Agreement shall likewise be a default under this Lease.

12. **REMEDIES.** Upon the occurrence of any default or at any time thereafter, in addition to the remedies set forth in the Beverage Sponsorship

Agreement, Company shall be entitled to repossession of the Fountain B/C Equipment.

13. **OTHER TERMS.** SEA represents and warrants that it complies with all applicable laws and regulations and all appropriate practices with respect to food safety including the storing, preparation and serving of food. Furthermore, SEA acknowledges and agrees to comply with all equipment manufactures specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. This Lease constitutes the entire agreement of the Parties and supersedes all prior oral and written agreements between the Parties governing the subject matter of this Lease; provided, however, that to the extent that any of the terms in this Lease conflict with the terms set forth elsewhere in the Beverage Sponsorship Agreement, the terms of the Beverage Sponsorship Agreement will control. No agreement will be effective to amend this Lease unless such agreement is in writing and signed by the Party to be charged thereby. Time is of the essence to each and all of the provisions of this Lease.

Company initials: _____
SEA initials: _____

EXHIBIT F



COCA-COLA COFFEE AND TEA EQUIPMENT SALE AGREEMENT

1. **DELIVERY OF EQUIPMENT.** All Coffee and Tea Equipment will be delivered and installed by Company.

2. **NONCONFORMING GOODS.** When SEA receives a shipment of Coffee and Tea Equipment, SEA will promptly check the Coffee and Tea Equipment received against the manifest or bill of lading and promptly report any variances to Company and to the carrier. Unless a variance is reported within a reasonable time after receipt, the manifest or bill of lading will be deemed correct and SEA will be deemed to have accepted all Coffee and Tea Equipment identified thereon.

3. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Coffee and Tea Equipment will be borne by SEA after installation.

4. **WARRANTIES AND REMEDIES.**

SEA ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE COFFEE AND TEA EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE COFFEE AND TEA EQUIPMENT OR ITS PERFORMANCE, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE COFFEE AND TEA EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY

OR AUTHORITY WITH RESPECT TO PATENT RIGHTS IF ANY, PERTAINING TO THE COFFEE AND TEA EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY COFFEE AND TEA EQUIPMENT OR OTHERWISE. Company warrants that (i) it is the lawful owner of the Coffee and Tea Equipment, (ii) that it has not caused any lawful liens or encumbrances to be placed upon the Coffee and Tea Equipment, and (iii) that Company has the right to sell the Coffee and Tea Equipment. NOTWITHSTANDING THE FOREGOING, THE OBLIGATIONS OF THE COMPANY AS SET FORTH IN THE BEVERAGE SPONSORSHIP AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

A. Used Equipment

USED COFFEE AND TEA EQUIPMENT IS SOLD "AS IS" AND "WHERE IS."

B. New and Remanufactured Equipment

NEW AND REMANUFACTURED COFFEE AND TEA EQUIPMENT IS SOLD "AS IS." For new Coffee and Tea Equipment, Company will pass through any manufactures' limited warranties, but such limited warranties are not otherwise transferable or assignable without the written approval of the manufacturer.

All provision or sale of Coffee and Tea Equipment by Company shall be subject to and contingent upon the terms and conditions set forth herein, including the limited warranties, which shall be the sole and exclusive terms and conditions applicable to such provision or sale. Company shall not be bound by any terms and conditions proposed by SEA that are additional to or different from the terms and conditions set forth herein unless Company specifically agrees in writing to be bound thereby.

Company initials: _____
SEA initials: _____

EXHIBIT G**PRICING****2012 Company Bottle/Can Beverage Pricing**

Product	Package	Invoice Price	Funding
Carbonated Soft Drinks	12 oz cans, 12 pack	\$8.32	\$1.00
Carbonated Soft Drinks	12 oz cans, 24 pack	\$18.38	\$1.00
Carbonated Soft Drinks	20 oz, 24 pack	\$18.83	\$1.00
Dasani	1/2 L, 24 pack	\$7.50	\$1.25
Dasani	20 oz, 24 pack	\$9.59	\$0.00
Dasani	1 Liter, 24 pack	\$12.62	\$1.00
Fuze	18.5 oz, 24 pack	\$35.02	\$1.00
Glaceau vitaminwater	20 oz, 24 pack	\$26.95	\$1.00
Glaceau vitaminwater	12 oz, 24 pack	\$29.14	\$1.00
Minute Maid	20 oz, 24 pack	\$25.09	\$1.00
Nestea	20 oz, 24 pack	\$16.94	\$1.00
NOS	22 oz, 24 pack	\$23.04	\$1.00
Powerade	12 oz PET, 24 pack	\$11.47	\$1.00
Powerade	20 oz, 24 pack	\$17.49	\$1.00
Smartwater	1 Liter, 24 pack	\$16.52	\$0.00

All price ceilings are exclusive of taxes, government-mandated deposits and required handling fees and only apply to Company Beverages that are available in the United States as of the effective date of this Agreement.

Company initials: _____
SEA initials: _____

Coca-Cola Foodservice & On-Premise

Coffee National List Prices effective for the period: 1/1/2012 – 3/31/2012

Liquid Dispensed



Georgia® Express Blend		
<u>Product</u>	<u>Package</u>	<u>Price/ Case</u>
Dark Roast	2, half gallon BiB	\$110.71
Decaf	2, half gallon BiB	120.71

Roast & Ground



Georgia™ Roast & Ground Large Filters and Small Filters		
Half gallon - 64 Oz Brew		
<u>Product</u>	<u>Package</u>	<u>Price/ Case</u>
Dark Roast	100, 2.75 oz Frac	\$110.38
Light Roast	128, 2.25 oz Frac	\$117.87
Decaf	75, 2.00 oz Frac	\$67.95
Organic /RFO	75, 2.75 oz Frac	\$110.10



Georgia™ Roast & Ground		
1.5 Gallon - 192 Oz Brew		
<u>Product</u>	<u>Package</u>	<u>Price/ Case</u>
Dark Roast	32, 7.25 oz Frac	\$93.76
Light Roast	32, 7.00 oz Frac	\$91.41
Decaf	24, 6.00 oz Frac	\$63.36

Note: All coffee is priced FOB to the Distributor, i.e. price does not include any distributor markup

Company initials: _____
SEA initials: _____

Base Chain Price

Prices Effective January 1, 2011

Note: Some brands may not be available in all packages.

Classified - Confidential

EXHIBIT H



FOUNTAIN SYRUP FUNDING CALCULATION EXAMPLE

For example only - Calculation of Fountain Syrup Funding							
Year	Weighted Average Price	Actual % increase	3.5%	Applicable Difference	Cumulative Difference	Gallons	Fountain Syrup Fund Paid in Following Year
2011	\$11.68						
2012	\$12.24	4.8%	\$12.09	\$0.15	\$0.15	70,000	\$10,584
2013	\$12.73	4.0%	\$12.67	\$0.06	\$0.21	75,000	\$15,930
2014	\$13.11	3.0%	\$13.18	\$0.00	\$0.21	75,000	\$15,930
2015	\$13.49	2.9%	\$13.57	\$0.00	\$0.21	72,000	\$15,293
2016	\$14.07	4.3%	\$13.96	\$0.11	\$0.32	78,000	\$24,986
2017	\$14.83	5.4%	\$14.56	\$0.27	\$0.59	76,500	\$44,959
2018	\$15.22	2.6%	\$15.35	\$0.00	\$0.59	80,000	\$47,016
2019	\$15.75	3.5%	\$15.75	\$0.00	\$0.59	80,000	\$47,016
2020	\$16.36	3.9%	\$16.30	\$0.06	\$0.65	85,000	\$55,309
2021	\$16.90	3.3%	\$16.94	\$0.00	\$0.65	85,000	\$55,309
							\$332,333

Company initials: _____
SEA initials: _____