

CITY OF SAN DIEGO CONSENT TO SITE LICENSE AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO SITE LICENSE AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of Feb. 27, 2014 (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 Site License Agreement ("License Agreement") with CROWN CASTLE SOLUTIONS CORP, ("Crown Castle") pursuant to that Master DAS Facility License Agreement dated November 7, 2011, ("Agreement") for installation and operations of a wireless communications network on the Premises. A copy of the License Agreement is attached as Exhibit "A." A copy of Agreement attached as "Exhibit B."

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

- (a) The License Agreement is subject and subordinate to the Lease, as may be amended from time to time, and this Consent;
- (b) CITY is not party or subject to the Licensing Agreement. CITY is not bound by any term or condition in the License Agreement which in any way conflicts with CITY's rights or would otherwise result in increasing CITY's obligations under the Lease;
- (c) CITY is not hereby obligated to LESSEE, Crown Castle, or any governmental agent, board, commission, or agency with regard to any discretionary action relating to the Premises, the License Agreement, or any improvement or activity to be done pursuant thereto;
- (d) As set forth in Section 3 of the License Agreement, CITY is indemnified and held harmless by Crown Castle;
- (e) As set forth in Section 1 of the License Agreement, LESSEE causes the applicable Equal Opportunity Contracting provisions under Article XL of the Lease to be inserted as part of the License Agreement and any other agreement or subcontract for any improvement or activity to be done on the Premises, and provides proof of such to CITY's reasonable satisfaction;
- (f) LESSEE timely remits all percentage rents due to CITY as required pursuant to the Lease and at the percentage rent rates stated therein, including without limitation the

increased percentage rent amounts for wireless telecommunications equipment and distributed antenna systems on the Premises effective January 1, 2014; and

- (g) All installation and operation of improvements by Crown Castle pursuant to the License Agreement shall comply with all CITY permit requirements, including without limitation the following:
- 1) Development. Crown Castle shall develop the Premises in accordance with its respective site plans (Crown Castle standard drawings), attached hereto as Exhibit C as may be revised from time to time, said plans to be approved by CITY's Development Services Department (or other CITY department, as appropriate). CITY may, in its sole discretion, authorize or require changes to such plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with CITY's Development Services Department.
 - 2) Above Ground Installations on Third-Party Utility-owned Poles, Below Ground Installations of Fiber Optic Cable (Trenching). Crown Castle shall submit to CITY's Development Services Department construction plans pursuant to the approved CITY template. Crown Castle may process plans for over-the-counter or submittal review in accordance with CITY's Project Submittal Manual, as it may be amended. Crown Castle shall comply with all requirements of the San Diego Municipal Code ("SDMC"), including, but not limited to, Chapter 6 of the SDMC.
 - 3) Storage of Utility Plans. Pursuant to Section III (Records) of the Manual of Administrative Practices for Utility Installations in Public Rights-of-Way 1985, all utilities with installations in the public rights-of-way shall maintain records relating the location of such utilities to the California Coordinate System. Crown Castle shall maintain up-to-date records on their utility locations and shall promptly make electronic records available upon request of CITY. Crown Castle shall keep such records at its document storage facility located at SeaWorld San Diego, 500 Sea World Drive, San Diego, CA 92109, in San Diego County. Crown Castle shall keep such plans and related documents for a minimum of four years from the CITY approval date in hard copy format. After four years, all documents will be available in electronic format only. Records may be reviewed and copied by CITY at any time during regular business hours with 48-hours prior notice.
 - 4) Compliance with Laws and Policies. Crown Castle's development, use and operations under the License Agreement shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments, at Crown Castle's sole cost and expense. Crown Castle shall comply with any and all notices issued by CITY under the authority of all applicable laws, statutes, ordinances, or regulations.

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

This Consent does not amend or otherwise modify the Lease.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 2/19/14

BY: [Signature]
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

SEA WORLD, LLC, a Delaware limited liability company

Date: 1-9-14

By: [Signature]
Name: [Signature]
Title: CIO

Date: 2/26/13

Crown Castle Solution Corp.

By: [Signature]
Name: Robert D. Ward
Title: President

APPROVED as to form and legality this

27th day of February, 2013 ft
2014

JAN I. GOLDSMITH, City Attorney

By: [Signature]
Name: Jeremy Fonseca
Title: Deputy City Attorney

CIVIL DIVISION

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GIO
2004/08/08
2004/08/08

DIRECTOR: BOB ELLIS, 1962
JOHN F. BULLOCK, 1961

MASTER DAS FACILITY LICENSE AGREEMENT

by and between

SeaWorld Parks & Entertainment, Inc.

and

Crown Castle Solutions Corp.

(California Parks)

Dated Nov, 7, 2011

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- Exhibit A** The Parks
- Exhibit B** System Specifications
- Exhibit C** Fiber Network Standards
- Exhibit D** Site License Agreement
- Exhibit E** Guidelines for Employees and Contractors

MASTER DAS FACILITY LICENSE AGREEMENT

THIS MASTER DAS FACILITY LICENSE AGREEMENT (this "Agreement"), is entered into as of the date fully executed below ("Effective Date"), by and between **SeaWorld Parks & Entertainment, Inc.**, a Delaware corporation, and any of its Affiliates that become parties hereto by executing an SLA (collectively, "Licensor"), and **Crown Castle Solutions Corp.**, a Delaware corporation ("Licensee").

RECITALS

- A. WHEREAS, Licensor is the owner of the land and premises identified in Exhibit A hereto (the "Parks"), as will be more particularly described in Schedule 2 of the applicable SLA, including certain buildings and grounds (each a "Property"), which Property may include any and all of the following: buildings, utility infrastructure, signage, light standards and other improvements (herein "Structures"); and
- B. WHEREAS, Licensor desires (i) to enhance the wireless communications services available at the Parks and at each Property through a more comprehensive solution on the conditions agreed to herein; (ii) to rely on the resources and experience of Licensee to manage access to the Property and the Structures by the use of common facilities for all Wireless Carriers to minimize redundant use of the Property and Structures, minimize the visual impact of such facilities; and (iii) to avoid unnecessary disruption and administrative burdens for Licensor's business and operations; and
- C. WHEREAS, Licensee proposes to occupy a portion of certain of Licensor's Structures and Property, as identified in the SLA, for the purposes of creating a wireless communications network available for hire from Licensee by Wireless Carriers (the "Permitted Use"); and
- D. WHEREAS, Licensor is authorized to grant licenses to Licensee to make Attachments to Licensor's Property and Structures and to occupy a certain portion of the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby covenant and agree as follows:

AGREEMENT

- 1. **Definitions.** For all purposes of this Agreement, the following terms shall be defined as follows:
 - a. **Affiliate** shall mean, with respect to any party to this Agreement or an SLA, any corporation, limited liability company, partnership or other entity which controls, is controlled by or which is under common control with the subject party, or which acquires more than 50% of the subject party's assets or more than 50% of the subject party's capital stock.
 - b. **Agent** shall mean any directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives, contractors or subcontractors of a Party.
 - c. **Agreement** shall have the meaning set forth in the Preamble.
 - d. **Additional Services** shall have the meaning set forth in Section 2.e.
 - e. **Alternate Location** shall have the meaning set forth in Section 6.a.
 - f. **Attach** shall mean to install, connect, or construct Attachments on, at or in a Structure pursuant to an SLA.

- g. **Attachments** as used herein shall include wire, fiber optic, telecommunications and/or coaxial cable, RANs, and other wireless communications equipment attached and maintained upon a Structure pursuant to an SLA.
- h. **Claim** shall mean any and all claims of liability or loss from personal injury or property damage, and related damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from a Party's violation of this Agreement, including reasonable attorneys' fees and other direct costs of legal defense.
- i. **Cure Period** shall have the meaning set forth in Section 10.
- j. **Defaulting Party** shall have the meaning set forth in Section 10.
- k. **Effective Date** shall mean the date set forth in the Preamble.
- l. **Environmental Law** shall mean any Law regulating the presence of Hazardous Materials on or relating to the Property, including the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; or and state or local Law analogous thereto.
- m. **Existing Agreements** shall mean the agreements identified in Schedule 3 to the applicable SLA, each between a Wireless Carrier and Licensor in full force and effect as of the SLA Effective Date for the operation of Wireless Carrier facilities on the Property.
- n. **Fiber Network** shall mean dark fiber capacity, if any, on Licensor's fiber optic network, if any, installed throughout the Property and dedicated for Licensee's use, as identified on Schedule 1 of the applicable SLA.
- o. **Fiber Network Standards** are set forth in Exhibit C hereto.
- p. **Government Authority** shall mean the United States of America, the state, commonwealth, tribal unit, county, parish, town, or other municipality in which the Property is located, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of, over, or pertaining to the System or the Property.
- q. **Government Permits** shall mean all certificates, permits or other approvals which may be required from any Government Authority necessary for the construction and operation of the System.
- r. **Hazardous Materials** shall mean (i) any explosive or radioactive substances or waste, petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls; (ii) any 'hazardous substances,' 'extremely hazardous substance,' 'hazardous chemical,' 'toxic chemical,' 'hazardous waste' or 'pollutant,' each as defined under Environmental Law; and (iii) any substance or waste regulated under any Environmental Law.
- s. **Hub Site** shall mean the exterior or interior space licensed by Licensor to Licensee and identified on SLA Schedule 1: (i) for the installation of Licensee's equipment for the operation and control of the System; and (ii) to be sublicensed to tenant Wireless Carriers for the placement and operation of a portion of their equipment required for use of the System.
- t. **Initial Property Fee** shall have the meaning set forth in Section 4.a.
- u. **Initial SLA Term** shall have the meaning set forth in Section 3.

- v. **Laws** shall mean any administrative, judicial, legislative or other statute, law, ordinance, Government Permit, regulation, rule, order, decree, written pronouncement, writ, award or decision of any Government Authority.
- w. **License** shall mean the right to Attach Attachments to Radio Space at a Structure.
- x. **Licensee** shall have the meaning set forth in the Preamble.
- y. **Licensed Structure** shall mean a Structure upon which an Attachment has been made and is maintained thereupon by Licensee pursuant to an SLA.
- z. **Licensor** shall have the meaning set forth in the Preamble.
- aa. **Master Term** shall have the meaning set forth in Section 3.
- bb. **Monthly Recurring Gross Receipts** shall mean all recurring (to be made periodically) amounts received by Licensee for a month (or portion thereof) by each Wireless Carrier for the Wireless Carrier's use of the System, excluding any amounts received by Licensee from Wireless Carriers as reimbursement for taxes or construction, installation, or equipment expenses incurred by Licensee. With respect to a Wireless Carrier's specifically designated and accounted for prepayment of rent made to Licensee, the Monthly Recurring Gross Receipts will be calculated as a pro rata portion of such prepayment amortized over the period for which the prepayment was made. By way of example only, if a Wireless Carrier made an annual rent prepayment to Licensee in the amount of \$12,000, the Monthly Recurring Gross Receipt resulting therefrom would be deemed to be \$1,000 ($\$12,000 \div 12$).
- cc. **Non-Conflicting Agreements** shall mean any agreement (except for the Existing Agreements) between a Wireless Carrier and Licensor in full force and effect as of an SLA Effective Date for the operation of Wireless Carrier facilities on the Property.
- dd. **Non-Defaulting Party** shall have the meaning set forth in Section 10.
- ee. **Parks** shall have the meaning set forth in the Recitals.
- ff. **Parties** or **Party** shall mean Licensor or Licensee, or their respective Affiliates executing an SLA, as applicable.
- gg. **Person** shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.
- hh. **Primary Purpose** shall have the meaning set forth on Schedule 2 to the applicable SLA.
- ii. **Property** shall have the meaning set forth in the SLA.
- jj. **Radio Space** shall be the locations on, in or at a Structure occupied by any Attachments for operation of the System and identified in the applicable SLA.
- kk. **RAN** shall mean, alternatively, (i) a radio access node of the System, consisting of an antenna, equipment box, cabling connecting the antenna and equipment box, and related attachments; or (ii) an in-building system, if such in-building system consists of solely one radio access node.
- ll. **Recurring Fee** shall have the meaning set forth in Section 4.b.
- mm. **Report** shall have the meaning set forth in Section 4.c.
- nn. **RF** shall mean radio frequency energy, whether or not associated with operation of the System.
- oo. **Services** shall have the meaning set forth in Section 2.d.

- pp. **SLA** shall mean a Site License Agreement executed for a Property in substantially the form of Exhibit D to this Agreement.
- qq. **SLA Effective Date** shall mean the date of full execution of the applicable SLA or as otherwise set forth in the SLA.
- rr. **SLA Renewal Term** shall have the meaning set forth in Section 3.
- ss. **SLA Term** shall have the meaning set forth in Section 3.
- tt. **SLA Term Commencement Date** shall mean the date that Licensee commences construction of the System (as confirmed in writing by the Parties) or as otherwise set forth in the SLA.
- uu. **Structures** shall have the meaning set forth in the Recitals.
- vv. **Structure Manager** means Licensor's designated manager for managing and administering, on behalf of Licensor, the Attachments, License, and administration of visual impact and aesthetics provisions of this Agreement for a particular Property, as identified in each SLA.
- ww. **System** shall mean collectively the distributed antenna system ("DAS") (indoor and outdoor) constructed by Licensee under each SLA for the purpose of providing RF coverage in and about the Property, including Licensee's System equipment at the Hub Site, and all Attachments, power lines, coaxial, fiber optic and telecommunications cables, and other associated equipment located throughout the Property and at the Hub Site, and operated by Licensee on a commercial, for-profit basis to provide services to Wireless Carriers.
- xx. **System Specifications** means the specifications outlined in Exhibit B.
- yy. **Wireless Carrier** shall mean a wireless services provider offering communications services to the public, including cellular, Personal Communications Service ("PCS"), specialized mobile radio ("SMR"), paging, wireless broadband, telematics, and wireless data carriers. Licensor shall not be considered a Wireless Carrier to the extent it provides any such services for its own internal use.

*Is that built?
City
Approval*

2. **Grant of License.** Licensee shall use the Property only for the Permitted Use which shall include, without limitation, use of the Fiber Network whether installed by Licensor or Licensee. This Agreement sets forth the terms and conditions upon which each applicable Property will be licensed by Licensor to Licensee. Upon the full execution of each applicable SLA, the terms and conditions set forth in this Agreement shall be fully incorporated into the SLA and made a part thereof. It is the Parties intention that an SLA be signed once the terms thereof are mutually acceptable. Each SLA executed between the Parties shall serve to affirm this Agreement and shall by reference incorporate the terms hereof. In the event of a conflict between the terms of this Agreement and any SLA executed hereunder, the terms of said SLA shall prevail for the Property and System described therein. The Parties agree that any Affiliate of Licensor or Licensee that executes an SLA under the terms of this Agreement shall be deemed thereby to be a party to this Agreement, and to have adopted and agreed to be bound by the terms of this Agreement with respect to said SLA and Property as if originally named herein. Licensor agrees, subject to the conditions in this Agreement and the applicable SLA, that it will permit Licensee: (i) to place and maintain Attachments within the Radio Space designated on Licensor's Structures as set forth in Schedule I of the applicable SLA in order to operate its System, including the construction of the Hub Site, and (ii) to use the Fiber Network identified on Schedule I of the applicable SLA in operation of the System. Licensee agrees that its Attachments will be used only in connection with Licensee's construction, operation and maintenance of the System and for no other purpose. Licensee expressly recognizes that the Structures are used and are to continue to be used by Licensor for the Primary Purpose, and that Attachments are and will continue to be secondary and subordinate to Licensor's use of its Structures. All Attachments shall be placed on the Property at the sole risk and expense of Licensee with Licensor not being responsible, except to the extent provided in Section 7, for any damage to the Attachments and having no responsibility to safeguard the Attachments.

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- a. **Additional Attachments/Removal of Attachments.** Licensee shall have the right to (i) attach Attachments to any additional Structure; or (ii) add additional Attachments to any Structure; or use additional portions of the Fiber Network with the consent of Licensor which shall not be unreasonably withheld, delayed or conditioned, and the Parties agree to execute an amendment to the applicable SLA identifying the location of the additional Attachments or the additional portions of the Fiber Network. Licensee shall have exclusive right to the use of the Structures for purpose of operating a System on the Property. Notwithstanding anything to the contrary in this Agreement or the applicable SLA, Licensee shall have the right to remove any Attachment from any Structure if, in its reasonable business judgment: (i) such removal will not materially degrade the RF coverage on the Property; or (ii) the Attachment being removed is to be relocated to another Structure on the Property in accordance with the terms of this Agreement. In such event, the Parties agree to execute an amendment to the applicable SLA. ✓
- b. **Limitations.** Regardless of its duration, Licensee's use of a Structure shall not vest in Licensee any ownership rights in the Structure. Nothing herein shall require Licensor to extend the Fiber Network solely for Licensee's use, except as Licensor agrees in writing.
- c. **Consents.** Licensor represents that, by signing an SLA, it is authorized to grant Licenses to Licensee to Attach and that Licensor has authorized the Structure Manager identified therein to grant Licenses on its behalf consistent with the terms of this Agreement. With respect to any Structures to which Licensor's grant of a License to Licensee requires third party consent, Licensor shall use reasonable efforts to obtain such consent. Licensee will be responsible at its expense for securing applicable Government Permits. — City Approver
- d. **Licensee Exclusivity.** Licensor acknowledges that it intends each System to replace any coverage currently provided at each Property by certain Wireless Carriers through the Existing Agreements, if any, and that Licensee has entered into this Agreement and will enter into SLAs to construct and operate Systems in reliance upon Licensor's covenants contained in this Section 2. Therefore, during the Master Term Licensee shall have the exclusive right to provide wireless communication services at the Parks (the "Services"). In addition, during the applicable SLA Term, except as provided below, Licensor shall (i) not grant a license to any Wireless Carrier or to any commercial wireless infrastructure provider engaged in the business of installing, owning or operating neutral host DAS networks; (ii) take no affirmative action to renew or extend any of the Existing Agreements; (iii) not execute any amendments or other documents to extend the term of any Existing Agreement beyond its currently effective final expiration date; and (iv) not give consent to any Existing Agreement renewal options requiring Licensor's consent to a renewal term. Without limiting the obligations above, Licensor reserves the right (a) to continue the Existing Agreements until current term expiration; and (b) to maintain, amend, renew or extend any Non-Conflicting Agreements. ✓
- e. **System Expansion.** (i) Licensor and Licensee acknowledge and agree that increased demand, changes or advances in wireless technology, among other reasons, during the applicable SLA Term may cause Licensor to desire expansion of the System or the provision of additional wireless network coverage on the Property (collectively, "Additional Services"), and Licensee shall have the exclusive right to provide the Additional Services, as set forth herein. In the event Licensor desires Services or Additional Services (whether such intent is initiated from its own request, or in response to a request from a Wireless Carrier to license space on the Property), it shall provide a written proposal to Licensee setting forth its coverage and technology objectives. Licensee shall provide a written proposal for the provision of Services or Additional Services (as applicable) within ninety (90) days following receipt of notice from Licensor. In the event that Licensor accepts Licensee's proposal, the Parties agree to execute an SLA or amendment to the applicable SLA (as mutually agreed) describing the Services or Additional Services. In the event that (a) Licensee declines to provide Services or Additional Services, or (b) following good faith negotiations, Licensor and Licensee cannot reach agreement on the provision of Services or Additional Services within one hundred eighty (180) days following delivery of the proposal, then Licensor shall be free to enter into agreements with any third party for Services or Additional Services substantially in the form set forth in its original request or initial Licensee proposal. Notwithstanding the provisions of this section, Licensor shall have no obligation whatsoever to allow any Services or Additional Services and Licensee shall have no obligation to effect or right to require such expansion.

(ii) Licensee will use commercially reasonable efforts to update the System as necessary to maintain a System technology that is at least competitive with that made available in similar locations in the region, provided however that it is contemplated that most technological advances will not impact the System, rather the equipment owned or operated by Wireless Carriers. Licensee will endeavor to encourage the Wireless Carriers to implement technology upgrades that are generally available in the metropolitan area identified in the SLA. The failure of Wireless Carriers to update their respective equipment on the System will not result in a breach by Licensee hereunder.

3. **Master Agreement Term and SLA Term.** This Agreement shall continue in effect for a period of fifteen (15) years following the Effective Date (the "**Master Term**"). Each SLA shall commence on the SLA Effective Date and shall continue in effect for a period of ten (10) years following the SLA Term Commencement Date (the "**Initial SLA Term**") and shall automatically renew for three (3) additional five (5) year terms (each an "**SLA Renewal Term**"; collectively with the Initial SLA Term, the "**SLA Term**"), unless Licensee provides written notice to Licensor of its intent not to renew no less than one hundred eighty (180) days prior to the expiration of the then-current term, provided, however, that if on such date there are not at least one (1) Wireless Carrier then paying recurring fees and operating on all or part of the System, then the right not to renew shall be mutual between the Parties. Notwithstanding anything to the contrary in this Agreement, all SLAs in effect on the expiration or termination date of this Agreement shall continue to remain in full force and effect after the expiration or termination of this Agreement and this Agreement shall continue to remain in full force and effect after the expiration or termination date of this Agreement as it pertains to such SLAs for so long as such SLAs remain in effect.
4. **Fees.** In consideration for Licensor's entering into this Agreement and applicable SLA, Licensee shall provide the following consideration to Licensor:
 - a. **Initial Fees.** In addition to the Recurring Fees, Licensee shall make the following payment to Licensor, a payment of Fifty Thousand Dollars (\$50,000), payable within thirty (30) days of the initial Wireless Carrier's execution of an agreement contractually committing the Wireless Carrier to use a System at a Property ("**Initial Property Fee**"). Licensee shall give Licensor notice of all agreements executed by Wireless Carriers for the use of a System within thirty (30) days following each such execution.
 - b. **Recurring Fee.** In consideration for Licensee's: (i) construction, at its cost of the System to provide or make available wireless coverage to Wireless Carriers, Licensor, its employees, invitees and guests on and about the Property; (ii) marketing of the System to Wireless Carriers in order to increase the number of Wireless Carriers providing coverage to the Property; (iii) deployment of neutral host technology, consumption of Attachment space, and limiting disruption to Licensor's Primary Purpose; and (iv) serving as the manager and single point of contact for Wireless Carriers, eliminating the administrative burden on Licensor's organization, Licensee shall be entitled to bill and keep all revenues of the System, and shall monthly remit to Licensor an amount equal to thirty percent (30%) of all Monthly Recurring Gross Receipts ("**Recurring Fee**"). Licensee shall pay the Recurring Fee monthly in advance no later than the fifth day of each calendar month. The Recurring Fee will not commence until the SLA Term Commencement Date.
 - c. **Reports.** Licensee shall provide copies to Licensor of all agreements between Licensee and Wireless Carriers for use of the System. No later than thirty (30) days after expiration of a calendar quarter, Licensee shall provide to Licensor a report for each Property showing all revenues received from Wireless Carriers and the calculation of the Recurring Fee for the preceding calendar quarter, or portion thereof ("**Report**"), and Licensor shall reconcile accounts as necessary to resolve any discrepancies between Recurring Fees paid and that set forth in the Report. No more than two (2) times per calendar year, Licensee shall afford Licensor, upon reasonable prior notice during regular business hours, the right to review or audit Licensee's books and records regarding operation of a System at a Property and performance of its obligations under this Agreement. Such audit may occur within two (2) years following the receipt by Licensor of the Report for the calendar quarter which is the subject thereof. Should such audit disclose a deficiency in the sums paid to Licensor, Licensee shall pay such deficiency to Licensor promptly upon receipt of the audit. Should such audit disclose an overpayment by Licensee to Licensor, Licensor shall remit such overpayment to Licensee promptly upon receipt of the audit. Should such audit disclose a deficiency of five percent (5%) or more of the sums payable to Licensor, then Licensee shall pay

for Licensor's reasonable out of pocket costs incurred during such audit. Licensee shall also provide notice to Licensor of any departure of a Wireless Carrier from the System.

- d. **Taxes.** Licensee shall pay all personal property taxes and assessments levied on the System and shall pay all applicable sales and use taxes levied on the Recurring Fees payable to Licensor hereunder. Licensor shall pay all real estate taxes assessed upon the Property. Licensee agrees to reimburse Licensor for any documented increase in real estate or personal property taxes levied against the Property that are directly attributable to the installation of the System. Licensor agrees to provide Licensee any documentation (including, without limitation, the records of the assessor) evidencing the increase and how such increase is attributable to Licensee's use. Licensee reserves the right to challenge any such assessment, and Licensor agrees to cooperate with Licensee in connection with any such challenge.

- 5. **Construction and Operation of the System.** Licensee will not commence construction of a System on a Property until it receives a binding contractual commitment from at least one (1) Wireless Carrier to use the System thereon. Should such a commitment not be received within one hundred eighty (180) days following the execution of an SLA, then such SLA shall terminate without further action of the parties. Licensee, at its own cost and expense, shall construct the System at the Property as set forth in Schedule 1 of the applicable SLA in accordance with the following:

- a. **Standard of Care.** Licensee shall construct and maintain all Attachments in a safe condition in accordance with the System Specifications and applicable Laws. In the event of conflict or ambiguity among Laws, Licensee in its sole but reasonable discretion shall determine which Laws shall govern. No work shall be done by Licensee when there is reason to suspect that working conditions on a Structure may be hazardous as the result of weather or any other conditions.
- b. **Contact.** Licensee shall respond on a 24/7 basis to any reasonable problems or emergencies reported by the Structure Manager via contact to Licensee's network operations center at (800) 788-0011.
- c. **Subcontractors.** Licensor shall provide to Licensee a schedule of Licensor's preferred contractors and subcontractors for each Property. Licensee shall use such contractors and subcontractors to construct and maintain the System to the extent practicable and economically feasible. Licensee shall adhere to Licensor's written construction standards for the appropriate Park, copies of which have been previously provided to Licensee or will be provided to Licensee prior to an SLA being executed and which are incorporated into the appropriate SLA by this reference.
- d. **Licensor Liability.** Licensor reserves to itself, its successors and assigns, the right to maintain the Structures as necessary to fulfill its Primary Purpose. Except as expressly set forth in this Agreement, Licensor shall not be liable to Licensee for any interruption of service for the System, or for any property of Licensor used by Licensee. Licensee specifically waives any claim for indirect, special, consequential or punitive damages against Licensor in connection with this Agreement, including any claims for loss or interruption of service.
- e. **Licensee Liability.** Licensee shall exercise reasonable caution in performing the activities covered by this Agreement and each SLA to avoid damage to the Structures. Licensee hereby agrees to reimburse Licensor for any direct costs incurred in making repairs to any of such property damaged by Licensee. Licensee shall promptly advise Licensor of all incidents and claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by Licensee's activities upon the Property. Licensor specifically waives any claim for indirect, special, consequential or punitive damages against Licensee in connection with this Agreement, including any claims for loss or interruption of service.
- f. **Utilities.** Licensor makes no representations or warranties with respect to availability of utilities to serve each Attachment. Licensor shall allow Licensee to access its electrical power, provided that Licensee pay the cost of utility service provided to the Property and attributable to Licensee's use. Such costs shall be billed monthly by Licensor to Licensee, with reasonable supporting documentation of such utility consumption, and shall be paid by Licensee within thirty (30) days of receipt of such invoice or as otherwise set forth in the applicable SLA. Licensee agrees to pay for utilities based on (i) sub-metering

equipment at the Hub Site or on the System, to be installed by Licensee at its cost; or (ii) estimated usage for each RAN, based on equipment specifications and spot measurements.

- g. **Hazardous Materials.** Licensee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Property in any manner prohibited by Law. Licensee shall indemnify and hold Licensor harmless from all Claims from the release of any Hazardous Materials on the Property if caused by Licensee. Licensor shall indemnify and hold Licensee harmless from all Claims from the release of any Hazardous Materials on the Property if caused by Licensor or its agents or representatives.
- h. **Fiber Network.** The Parties acknowledge and agree that the existing fiber networks on the Property may be insufficient for use by Licensee for reasons including lack of optic quality, insufficient bandwidth or reserved bandwidth for Licensor. Licensee shall evaluate the Fiber Network and the Parties shall determine the potential for its use by Licensee. In no event shall Licensor be obligated to improve or alter an existing Fiber Network to accommodate use by Licensee. If the existing Fiber Network cannot be used by Licensee, then Licensee shall be responsible, at its cost, to provide the Fiber Network and the System Specifications (Exhibit B hereto) shall be revised to incorporate such provision in a scope of work document to be reviewed and approved by Licensor prior to the commencement of any work on the System. However, during the applicable SLA Term, if a portion of Licensor's Fiber Network is being made available to Licensee (as set forth in an SLA), Licensor shall maintain and operate the Fiber Network in accordance with the Fiber Network Standards.
- i. **Appearance of Employees of Licensee.** Licensee shall cause its employees entering upon the Property to adhere to the reasonable dress and appearance regulations of Licensor to observe the Guidelines for Employees and Contractors attached hereto as Exhibit E, as may be amended from time to time by Licensor. Licensor shall promptly provide all amendments thereto to Licensee. Licensee understands that the appearance of such persons on the Property is of critical importance to Licensor.
- j. **System Visibility.** It is the Parties' intention that the System not be apparent to the guests of the Property to be a wireless communication system and the Attachment locations identified in Schedule I of the SLA will take this into account.

6. **Relocation.**

- a. **Relocation by Licensor.** Without limiting or terminating the applicable SLA Term, Licensor may require Licensee to remove any Attachment if Licensor, in support of its Primary Purpose, intends to remove or substantially alter the Structure supporting such Attachment so that it is unable to support the Attachment. In order to require such removal, Licensor must (i) provide at least one hundred eighty (180) days' written notice prior to the date of the proposed removal of any Attachment, but at least three hundred sixty-five (365) days' written notice prior to the date of the proposed removal of the Hub Site, (ii) propose a reasonable alternative location for such Attachment (the "Alternate Location"); and (iii) grant Licensee at least one hundred eighty (180) days following receipt of all necessary Government Permits (but at least three hundred sixty-five (365) days for relocation of the Hub Site) to complete the relocation. Licensor shall be responsible at its cost for providing an installation-ready location for Licensee's Attachment, including but not limited to (a) any necessary extension of the Fiber Network (as applicable) to serve the location; and (b) the construction or modification of Structures to accommodate such Attachment as proposed by Licensor. In the event Licensee accepts the Alternate Location, Licensor and Licensee shall amend the applicable SLA to identify the Alternate Location before construction commences. Licensee shall be responsible for its cost of relocating the Attachment, subject to reimbursement by Licensor through abatement of the Recurring Fee in an amount equal to Licensee's cost of relocation.
- b. **Conflict with Laws.** Upon written notice from Licensor to Licensee that the use of any Structure is restricted or forbidden by Law, the Attachments of Licensee shall be removed by Licensee from the affected Structures, provided, however, that Licensee, with Licensor's reasonable assistance, may contest such adverse decision in good faith, and during the pendency of such challenge may maintain such Attachment to the extent allowed by Government Authorities. Licensor will cooperate with Licensee to

identify a suitable Alternative Location, in which case the Attachment shall be relocated in accordance with the process set forth in Section 6.a. above.

7. **Indemnification.** Licensee and Licensors shall indemnify and hold harmless each other and their respective Agents and applicable Affiliates from and against all Claims, whether direct or indirect, as a result of, arising out of or in any way connected with activities under this Agreement or any applicable SLA, whenever made or incurred. Either Party shall have the right to demand that the other Party undertake to defend any and all suits and to investigate and defend any and all Claims. Notwithstanding the foregoing, neither Party shall have an obligation to indemnify or defend against any Claim to the extent caused by the negligence or willful misconduct of the other Party or its Agents or Affiliates.
8. **Insurance; Casualty.** Licensee shall carry insurance at its sole cost and expense to protect the Parties from risk arising out of placement of the Attachments on the Structures. Licensee shall provide the specified insurance throughout the applicable SLA Term, and shall file with Licensors designated risk manager certificates of insurance evidencing such coverage prior to any entry by Licensee on to the Property pursuant to an SLA and thereafter prior to the expiration of any coverages set forth in such certificate. Certificates and policies shall contain an endorsement providing that coverage may not be canceled without thirty (30) days' prior written notice to Licensors, except for non-payment of premiums. All such insurance shall be issued by companies having a Best's Insurance Guide Rating of not less than A/VIII. Insurance shall be required only for those portions of the Property subject to executed SLAs. Should Licensee fail to provide any insurance coverage required hereby, Licensors may provide such coverage at the expense of Licensee and with Licensee being responsible for the payment of interest thereon at the Default Rate (as defined below) until repaid in full.
 - a. **Coverage Amounts.** Throughout the applicable SLA Term Licensee shall maintain the following insurance coverage from a carrier licensed to conduct business in the state where the Property is located:
 - i. Worker's compensation meeting statutory requirements.
 - ii. Commercial general liability insurance including personal injury, contractual liability, independent contractors and broad form property damage with the following minimum liability limits: (i) \$1,000,000 per occurrence combined single limit; (ii) \$2,000,000 general aggregate; and (iii) \$3,000,000 umbrella liability, with an endorsement stating Licensors is an additional insured with respect to operations relating to this Agreement.
 - iii. Commercial automobile liability insurance with a minimum liability limit of \$1,000,000 per occurrence combined single limit.
 - b. **Subcontractor Insurance.** Licensee agrees that it will require all of its contractors and subcontractors accessing the Property to provide insurance meeting the requirements of this Section 8.
 - c. **Waiver of Claims and Rights of Subrogation.** The Parties hereby waive any and all rights of action for negligence against the other on account of damage to a System, the Property or to any Attachment resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the Parties. All policies of property insurance carried by either Party for a System, the Property or to any Attachment shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other Party to the extent rights have been waived by the insured before the occurrence of injury or loss.
 - d. **Casualty and Restoration.** In the event that one or more of the Structures containing an Attachment is damaged or destroyed such that it cannot be used for an Attachment, then within five (5) days of such damage or destruction Licensors shall notify Licensee of its intent whether to repair the Structure, and if so then the proposed schedule for such repair. Licensee will have the option to: (i) in the event Licensors chooses not to repair or the proposed repair schedule is not acceptable to Licensee, without terminating the applicable SLA, amend the SLA with respect to the affected Attachments and thereafter neither Party will have any liability or obligation hereunder for each such Attachments; or (ii) in the event Licensors chooses not to repair or the proposed repair schedule is not acceptable to Licensee, with respect to damage which

will prevent continued operation of the Hub Site or a material portion of the System in Licensee's reasonable discretion, to terminate the applicable SLA.

9. **Eminent Domain.** If Licensor receives notice of a proposed taking by eminent domain (or any agreement in lieu of condemnation) of any part of the Property impacting any Attachment, Licensor will notify Licensee of the proposed taking within ten (10) days of receiving such notice. Licensee will have the option to: (i) without terminating the applicable SLA, to request amendment of the SLA with respect to the affected Attachments and thereafter neither Party will have any liability or obligation hereunder for each such Attachment, in which event there may be an equitable adjustment in Recurring Fees on account of the portion so taken; or (ii) respect to a taking which will prevent continued operation of the Hub Site or the System in Licensee's reasonable discretion, to terminate the applicable SLA. With either option, Licensee shall have the right to contest the taking in good faith and to directly pursue an award from the condemning authority.
10. **Default.** In the event of default by either Party (the "**Defaulting Party**") with respect to any of the provisions or obligations of this Agreement or SLA, or declaration of bankruptcy, making of an assignment for the benefit of creditors, or becoming subject to an unappealable judgment in the amount of Ten Million Dollars (\$10,000,000) or more, the other Party (the "**Non-Defaulting Party**") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion (the "**Cure Period**"). The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. In addition to the remedies set forth herein, the Non-Defaulting Party shall have and may exercise all lawful remedies. A default under this Agreement shall constitute a default under each SLA and under any DAS facility or similar agreement between the parties and a default under an SLA shall constitute a default under any other SLA between the parties.
 - a. **Consequences of Licensee's Default.** In the event that Licensee remains in default beyond the Cure Period, Licensor may, at its option, upon written notice: (i) perform the obligations of Licensee specified in such notice, in which case any expenditures reasonably made by Licensor in so doing shall be deemed paid for the account of Licensor and Licensee agrees to reimburse Licensor for said expenditures upon demand with interest at the Default Rate; (ii) terminate the License with respect to the Attachment(s) giving rise to the Default in which event the Parties shall amend the SLA according; or (iii) terminate the applicable SLA and exercise all lawful remedies.
 - b. **Consequences of Licensor's Default.** In the event that Licensor remains in default beyond the Cure Period, Licensee may, at its option, upon written notice: (i) perform the obligations of Licensor specified in such notice, in which case any expenditures reasonably made by Licensee in so doing shall be deemed paid for the account of Licensor and Licensor agrees to reimburse Licensee (either directly or by Licensee's abatement of Recurring Fees) for said expenditures upon demand with interest at the Default Rate; (ii) terminate the License with respect to the Attachment(s) giving rise to the Default in which event the Parties shall amend the SLA according; or (iii) terminate the applicable SLA and exercise all lawful remedies.
 - c. **Removal of Attachments.** Upon expiration or earlier termination of this Agreement, Licensee shall remove at its sole cost and expense, any or all of the Attachments; provided, however, that Licensee shall not remove those portions of the Fiber Network installed by Licensee and used by Licensor.
11. **Assignment.** This Agreement shall extend to and bind the successors, transferees and permitted assigns of the Parties. Any attempted assignment or transfer by Licensee in violation of this Section shall be void.
 - a. **Assignment by Licensee.** Subsequent to the completion of the installation of the System within a Property, Licensee has the right to assign its interest in this Agreement and/or any SLA to any third party with the consent of Licensor (not to be unreasonably withheld); provided that Licensee may assign to an Affiliate subsequent to the completion of the installation of the System within a Property by providing prior notice to

Licensor. Licensee may not assign this Agreement or any SLA prior to completion of the installation of the System within a Property without the prior written consent of Licensor which Licensor may withhold in its sole discretion. In addition, Licensee shall have the right to sublicense the Hub Site space(s) and use of the System(s) to any Wireless Carrier. Licensee shall not pledge or encumber its interest in this Agreement.

- b. **Assignment by Licensor.** Without the consent of Licensee, Licensor may assign or transfer its interest in this Agreement and/or an SLA to the extent that such assignment or transfer is pursuant to a sale or transfer of Licensor's real property interest in the applicable Property and provided that the assignee shall be bound by all provisions herein. Except as set forth above, Licensor shall not assign or transfer its interest in this Agreement or any SLA without obtaining Licensee's written consent. Any sale or transfer of Licensor's real property interest in any portion of the Property containing an Attachment shall be subject to this Agreement, and any successor Property owner shall be bound by the terms and conditions herein.

12. **Notice.** Except as otherwise specified, any notice to be given to Licensor under this Agreement shall be sent by registered mail, return receipt requested, or by overnight courier with a tracking record of delivery to respective addresses set forth below. Any notice shall be effective upon the earlier to occur of the date of delivery or the date of first attempt to deliver.

Licensor:

SeaWorld Parks & Entertainment, Inc.
9205 South Park Center Loop
Suite 400
Orlando, FL 32819
Attn: Darla Morse

Licensee:

Crown Castle Solutions Corp.
2000 Corporate Drive
Canonsburg, PA 15317
(724) 416-2000
Attn: Legal Department

With a copy which shall not constitute notice to:

SeaWorld Parks & Entertainment, Inc.
9205 South Park Center Loop
Suite 400
Orlando, FL 32819
Attn: General Counsel

Contract Administrator
Crown Castle Solutions
1100 Dexter Avenue North
Seattle, WA 98109

Either Party may change its address for notices by notice to the other Party given in accordance with the provisions of this section.

13. **Miscellaneous.**

- a. **Governing Law; Venue.** This Agreement shall be governed by and interpreted according to the laws of the state where the Property is located, without reference to its choice of law rules. The Parties agree that the venue for any litigation regarding this Agreement or any SLA shall be in state or federal courts sitting in Orange County, Florida.
- b. **No Waiver.** Except as expressly set forth in this Agreement: (i) neither Party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing; (ii) no delay or omission by any Party in exercising any right shall operate as a waiver of such right or of any other right; and (iii) a waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
- c. **Interpretation.** The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Schedule or Exhibit mean a Section, Schedule or Exhibit contained in or attached to this Agreement, all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement and all SLAs will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the Party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement (or an SLA), or the applicability of any such provision

to a specific situation, shall be held invalid or unenforceable by Law, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement (or an SLA) and all other applications of any such provision shall not be affected thereby. If any date herein set forth for the performance of any obligations by either party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Pennsylvania, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (i) including shall mean including, without limitation, (ii) or shall mean and/or (unless indicated otherwise), and (iii) discretion means within the applicable party's sole reasonable discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.

- d. **Entire Agreement.** This Agreement and all SLAs executed hereunder constitute the entire and final expression of the Parties hereto with respect to the subject matter hereof, and supersede all previous agreements and understandings of the Parties, either oral or written. This Agreement and all SLAs executed hereunder can be amended only by written agreement signed by the Parties.
- e. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.
- f. **Late Charge.** Any sum due Licensor not received within five (5) business days following the due date shall bear interest until paid in full at a rate equal to five percent (5%) in excess of the Prime Rate of interest as published in the Wall Street Journal (or successor publication). In addition, Licensee shall pay to Licensor an amount equal to five percent (5%) of the delinquent payment in order to compensate Licensor for the administrative expense of handling such delinquent payment.
- g. **No Brokers.** Each of Licensor and Licensee represent and warrant to the other that it has not engaged the services of any real estate broker or agent in connection with the negotiation and execution of this Agreement.
- h. **No Liens.** Licensee shall not permit any liens to be filed against the Property. In the event any such lien is filed, Licensee shall cause the underlying debt to be paid or the lien to be bonded off within thirty (30) days following demand therefor by Licensor. In the event Licensee fails to so pay or so bond, Licensor may discharge such lien by payment and Licensee shall reimburse Licensor for such payment with interest at the Default Rate until paid.
- i. **Legal Expenses.** The prevailing party in any proceeding under this Agreement shall be entitled to payment of its reasonable attorneys' fees and legal expenses by the other party.
- j. **Subordination.** Licensee accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter encumbering the Property, and to any renewals, refinancing, extensions and replacements thereof. Licensor and Licensee agree that this Agreement shall be subordinate as hereinabove described, and that if any purchaser by a foreclosure sale or by deed in lieu of foreclosure becomes the owner of the Property (or any portion thereof), Licensee will attorn to and recognize such entity as licensor hereunder should Licensor so request such attornment. This subordination shall be self-operative and no further instrument of subordination shall be required in order for the same to be effective. Upon the request of Licensor, however, in confirmation of this subordination, Licensee shall execute and promptly deliver any certificate or subordination document that Licensor or any mortgagee may require, provided that mortgagee recognized Licensee's right to possession of the applicable Property. Any mortgagee shall have the right at any time to subordinate such mortgage, deed of trust lien or other lien to this Agreement. It is the intention of the Parties that any mortgagee or any third party attorn and agree to be bound by the terms of this Agreement so long as Licensee is not in default hereunder. Licensee agrees that if Licensor shall have failed to cure any default hereunder within the time provided for in this Agreement, then the mortgagee and/or deed of trust holder shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) day period, any mortgagee and/or deed of trust holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effectuate such cure).

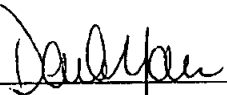
- k. **Estoppel Letter.** Licensee shall, within fifteen (15) days of request by Licensor, execute and deliver to Licensor a statement in written form prepared by Licensor certifying that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating such modifications); that Licensee has no defenses, offsets or counter claims against its obligations hereunder; and that there are no uncured defaults of Licensor or Licensee (or, if there are any alleged defenses, counter claims or defaults, setting them forth in reasonable detail) and the dates to which the Recurring Fees and other charges have been paid, which statement may be relied upon by any prospective purchaser, mortgagee or deed of trust holder of the Property.
- l. **Holding Over.** Should Licensee remain in possession of the Property after the expiration or sooner termination of an SLA without the consent of Licensor, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and be construed to be a tenancy at sufferance terminable without notice of any kind in accordance with law, subject to all of the terms, covenants and conditions of this Agreement insofar as the same may be applicable to such a tenancy, except that Licensee shall pay, in addition to all other charges payable by Licensee hereunder, for each day that Licensee holds over: (a) Recurring Fees at twice the rate (on a per diem basis) hereinbefore provided to be paid during the last month of the Master Term; and (b) all other charges required to be paid hereunder by Licensee.
- m. **Force Majeure.** If either Party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Agreement by any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable substitutes therefor, acts of God, unusual governmental restriction, regulation or control, enemy or hostile government action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of such Party or caused by the other Party, then the time to perform such obligation or to satisfy such condition shall be extended on a day-by-day basis for the period of delay caused by such event; provided, however, that the foregoing shall not apply to the obligations of Licensee pursuant to this Agreement to pay the Recurring Fees or any other sums payable by Licensee hereunder.
- n. **Time.** Time is of the essence of this Agreement.
- o. **Interference.** Licensee shall operate the System in compliance with all FCC requirements and Licensee shall take commercially reasonable efforts so that the System does not interfere with the communications facilities of Licensor or other lessees or licensees of the Property utilizing licensed frequencies under Existing Agreements or under Non-Conflicting Agreements. Where there are user(s) of licensed radio frequencies on the Property, Licensor shall provide to Licensee a list of all such existing radiofrequency user(s) on the Property, including the licensed radio frequencies being used thereby, to permit Licensee to evaluate the potential for interference. Licensee warrants that the System will not interfere with such existing radiofrequency user(s) on the Property as so disclosed by Licensor so long as the existing radiofrequency user(s) operate and continue to operate within their respective licensed frequencies and in accordance with all applicable laws and regulations. Licensor shall have no obligation to modify its operations or proposed operations or in any other manner adjust its business to accommodate the System. Should such harmful interference be identified as caused by the System, Licensee shall promptly eliminate such interference.
- p. **Structural Dead Load.** In the event that a material increase in the structural dead load of an Attachment on a Structure requires structural review, as reasonably determined by Licensor in its sole discretion, then Licensor shall have the right, but not the obligation, to engage a structural engineer to conduct a structural review of the Attachment, and upon receipt of an invoice accompanied by reasonable substantiation of the costs and expenses, Licensee shall reimburse Licensor for the actual reasonable cost of such review.
- q. **Condition of Property.** The Property shall be made available to Licensee in its as-is and where-is condition with all faults and with no representations or warranties, express or implied, whatsoever, with Licensee having had the opportunity to inspect and review the Property in advance.
- r. **Maintenance.** Licensee shall maintain the System in good order and repair and shall promptly repair any damage to the System so that the Property may be used for the Permitted Use.

- s. **Representations and Warranties of Licensor.** Licensor hereby represents to Licensee that Licensor has full power and authority to enter into this Agreement, that the person executing this Agreement on behalf of Licensor has been duly authorized to do so, and that this Agreement constitutes the legally binding obligation of Licensor. Licensor has obtained all consents necessary for Licensor's performance of its obligations hereunder.
- t. **Representations and Warranties of Licensee.** Licensee hereby represents to Licensor that Licensee has full power and authority to enter into this Agreement, that the person executing this Agreement on behalf of Licensee has been duly authorized to do so, and that this Agreement constitutes the legally binding obligation of Licensee.
- u. **Substance Testing.** A copy of Licensee's substance testing program has been provided to Licensor. Licensee covenants that all contractors, subcontractors, and/or vendors of Licensee and/or all other persons or entities entering the Property at the direction or request of Licensee (including, without limitation, wireless carriers and their contractors, subcontractors and vendors) (hereinafter collectively called "Licensee's Invitees") shall have implemented and shall enforce a substance testing program. Licensee agrees (and shall require Licensee's Invitees to agree) to post-accident drug testing at their expense. Licensee shall notify Licensor immediately of any accident and shall remove the affected employee(s) of Licensee and/or Licensee's Invitees from the Property. Licensee shall not permit such employee(s) to return to the Property until Licensor receives a copy of negative test results and authorizes the return of such employee(s). Licensee recognizes and agrees that Licensor reserves the right to enforce the policies of Licensor respecting the safety of its workplaces and that Licensor reserves the right to remove immediately any person at any time in the sole and absolute discretion of Licensor.
- v. **Non-Disclosure.** The Parties agree that without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the term of this Agreement any portion thereof, or any information disclosed hereunder, except to such third party's auditor, accountant, lender or attorney or to any federal, state or local governmental unit or agency thereof with jurisdiction if required by regulation, subpoena or government order to do so.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR:

SeaWorld Parks & Entertainment, Inc.

By: 

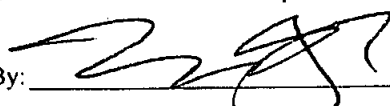
Name: Darius Weis

Title: CIO

Date: 11-7-11

LICENSEE:

Crown Castle Solutions Corp.

By: 

Name: MICHAEL J. KANANAGH

Title: PRESIDENT-DAS

Date: 11.1.2011

Exhibit A

The Parks

SeaWorld California Park

SeaWorld
500 Sea World Dr.
San Diego, CA 92109

Exhibit B
System Specifications

I. GENERAL

- A. **PURPOSE.** The purposes of these site standards are to govern the use of the Licensed Structures for the benefit of Licensee and Licensor (hereinafter collectively referred to as the Parties) to provide guidance on the quality equipment installation required by the Agreement.
- B. **TERMS.** The Terms with initial capital letters herein shall have the meanings ascribed to them in the Agreement.
- C. **STATE AND NATIONAL STANDARDS.** All installations must conform to all state and national regulations and the following state and national codes or any supplements, amendments or provisions that supersede them:
1. American National Standards Institute, Telecommunications Industry Association, Electronic Industries Association Standards.
 2. Federal Communications Commission ("FCC") Rules and Regulations, including 47 C.F.R. §§ 17.1--.58.
 3. Building Officials and Code Administrators International, Inc. ("BOCA") Codes, including the most current version of the following:
 - BOCA National Building Code
 - BOCA National Fire Prevention Code
 - BOCA International Mechanical Code
 4. National Fire Protection Association Codes, including the following:
 - Code 70 (National Electrical Code)
 - Code 90A (Installation of Air Conditioning and Ventilating Systems)
 - Code 90B (Installation of Warm Air Heating and Air Conditioning Systems)
 - Code 101 (Life Safety)
 - Code 110 (Emergency and Standby Power Systems)
 - Code 780 (Lightning Protection)
 5. State and Local Building and Fire Safety Codes.
 6. Occupational Safety and Health Administration, Department of Labor Rules and Regulations regarding Safety and Health Standards, including 29 C.F.R. § 1910.268 (Special Industries - Telecommunications).
 7. Grounding Specifications found in either Motorola Document Number 68-81089E50-0, Quality Standards for Fixed Network Equipment Installations (January 13, 1994) or Lucent Technologies Licensee Information Bulletin 248, Grounding and Lightning Protection Guidelines for Lucent Technologies Network Wireless System Cell Sites (May 5, 1997).

D. GENERAL/APPROVAL

1. Prior to installations of any of Attachments, Licensor will furnish to Licensee all documents and approvals required pursuant to the Agreement. Licensee shall furnish to Licensor a complete list of all materials required for the installation, photo simulations,

architectural and engineering plans, structural calculations, shop drawings, and equipment specifications. No work shall proceed until Licensor has approved the planned installation.

2. The Attachments may not be operated until the installation is approved by Licensor.
 3. The following will not be permitted at the Hub Site or any Licensed Structure without the prior written consent of Licensor:
 - a. Any equipment without FCC type acceptance or other FCC equipment authorization under Part 2 of the FCC's Rules and Regulations, or equipment that does not conform to FCC rules and regulations.
 - b. Add-on power amplifiers.
 - c. Open rack mounted receivers and transmitters.
 - d. Equipment with crystal oscillator modules that have not been temperature compensated.
 - e. Non-continuous duty rated transmitters used in continuous duty applications.
 - f. Transmitter outputs without a harmonic filter and antenna matching circuitry.
 4. Unless otherwise stated within the Agreement, no work shall be performed at the Hub Site or any Licensed Structure (including, but not limited to, the modification of transmission lines) except routine maintenance, without the prior written consent of Licensor. At Licensor's option, scheduling of such work will be coordinated with Licensor to allow Licensor to have a representative present during the performance of the work. All installation, repair and maintenance work conducted by Licensee will be in accordance with good engineering practices and the terms and conditions of this specification.
 5. No animals or persons under the age of majority as determined under the laws of the state where the Hub Site is located are permitted at the Hub Site at any time.
 6. Except as permitted in the Agreement or as otherwise agreed by Licensor in writing, Licensee will not make alterations or physical additions in or to a Licensed Structure without Licensor's written permission.
- E. **INSPECTION.** In accordance with the terms of this Agreement, Licensor reserves the right to inspect Licensee's Attachments and Licensee's Radio Space in order to ensure compliance with these site standards. Any such inspection will be solely for the information and use of Licensor and does not constitute any approval of or acquiescence to the conditions at the Licensed Structure that might be revealed during the course of the inspection.
- F. **EQUIPMENT.** Movement of construction vehicles, equipment buildings, generators and similarly large equipment in or around the Property will be restricted to times and locations designated by Licensor. Licensor will determine the method of routing to ensure the safety of all concerned parties and minimize damage to the Property and Structures. At least twenty-four (24) hours advance notice is required prior to the movement of equipment.
1. Licensor will determine the manner in which the Attachments will be placed.
 2. Licensor will have the authority to determine the maximum equipment weight allowed in any area of a Licensed Structure.
- G. **RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES.** If, due to a Licensee's proposed modification, there exists any change to the Radio Frequency ("RF") environment, Licensor may, at its sole discretion and Licensee's cost, require additional protective devices. In order to properly evaluate any proposed modification, Licensor shall have the right to request the following information from the Licensee:

- Theoretical transmitter mixes - Combiner/multicoupler configurations
- Historical problems
- Calculated and measured level of IM products (these issues should be resolved before launch)
- Spectrum analyzer measurements
- Voltage Standing Wave Ratio ("VSWR") measurements
- Existing cavity selectivity

H. **LIGHTNING SURGE ARRESTOR.** Antenna lines entering any of Licensee's Radio Space must have a suitable lightning surge arrestor installed within two (2) feet of the cable entry port. The surge arrestor must be bonded to the site grounding system.

II. CABLE

- A. All transmission lines will be installed and maintained to avoid kinking and/or cracking.
- B. Transmission interconnecting cables and jumpers will be constructed of solid copper outer conductor Superflex™ or hardline.
- C. Cables will not be installed, after the initial installation, without written permission by Licensor.
- D. Each cable will be tagged with weatherproof labels showing the owner's name at both ends of the cable run, or such cable shall be color coded with vinyl tape, with Licensor's approval of color code.
- E. Each cable fastener that is exposed to the weather will be stainless steel.
- F. All interconnecting cables/jumpers will have shielded outer conductor.
- G. Interior cables will run in troughs or cable trays and on cable or wave guide bridges at intervals of no less than three (3) feet.
- H. Outside cables will be attached with stainless steel hangers and non-corrosive hardware.
- I. All unused lines will be tagged, using color codes, at both ends showing termination points with the appropriate impedance termination at each end.
- J. All AC line cords must be 3-conductor type with attached grounding plugs.
- K. All transmission lines will be grounded at both end of the Attachments and at the Licensee's Radio Space entry point, with the appropriate grounding kits. Grounding will be in accordance the specifications outlined within these System Specifications.
- L. All cables running to and from the exterior of the cabinet will be one-hundred percent (100%) ground shielded. Preferred cables are: Helix®, Superflex™ or braided grounds with foil wrap.
- M. All other interior cables must be ¼, ½ Superflex™ or value flex as manufactured by Andrew Corporation or approved equal.

III. CONNECTORS

- A. Connectors will be Teflon® filled, UHF or N type, SMA, or DIN type including chassis/bulkhead connectors.
- B. Connectors will be properly fabricated (soldered, if applicable), if field installed.
- C. Connectors will be taped and Scotchkoted™ or equivalent at least 4 onto the jacket, if exposed to the weather.

- D. Male pins must be of proper length, in accordance with manufacturer's specifications.
- E. Female contacts will not be spread.
- F. Connectors must be pliers tight. Hand tight is not acceptable.
- G. Connectors will be silver-plated or brass.
- H. Connectors must be electrically and mechanically equivalent to the Original Equipment Manufacturers ("OEM") connectors.

IV. RECEIVERS

- A. All RF shielding must be in place.
- B. Receivers must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry and spurious responses.
- C. Crystal filters, pre-selectors, and cavities must be installed in RX legs, where appropriate.

V. TRANSMITTERS

- A. Transmitters must meet manufacturer's original specification.
- B. All RF shielding must remain in place.
- C. Transmitters must be tagged with owner's name, contact name, contact phone number, equipment model number, serial number and operating frequency(ies) and a copy of Licensee's current FCC license for such transmitter.
- D. All low level, pre-driver and driver stages in the exciters must be shielded.
- E. All power amplifiers must be shielded.
- F. Output power will not exceed that specified on the applicable FCC license.

VI. COMBINERS/MULTICOUPLERS

- A. Combiners/multicouplers will meet the manufacturer's specifications.
- B. Combiners/multicouplers must be tuned using the manufacturer's approved procedures.
- C. Combiners/multicoupler must provide a minimum of 60 dB transmitter to transmitter isolation.

VII. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All cabinet doors must be secured.
- C. All non-original holes larger than 1 must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies must be mounted on the cabinet exterior for display at all times.
- E. All cabinets must be labeled, identifying owner and contents.

VIII. MAINTENANCE/TUNING PROCEDURES

- A. If Licensee's Radio Space is within a common equipment shelter, access will be by authorized personnel only.
- B. Only qualified employees or agents of Licensee will perform maintenance and tuning. Prior written consent is not required for this work.
- C. Equipment operating parameters must meet manufacturer's specifications.
- D. All cover, shield and rack fasteners must be in place and securely fastened following these procedures.

IX. INTERFERENCE DIAGNOSTIC PROCEDURES

- A. In accordance with this Agreement, Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that any portion of the System is involved.
- B. Lengths:
 - 1. Cable runs will not be longer than necessary to provide a proper connection and normal maintenance and operation.
 - 2. No coiled lengths will be permitted on the ice bridge or on the ground.
- C. Entry:
 - 1. Entry of cable to the interior of the Licensee's Radio Space will be via ports provided in the Licensee's Radio Space's wall.
 - 2. Cable entrance port will be provided with a boot to seal. The boot shall be a Microflex or equivalent commercial product made specifically for the type of cable or waveguide and the size of the port.
 - 3. Seals will be installed in accordance with the manufacturer's instructions and will be sealed against moisture.

X. EQUIPMENT LOCATED WITHIN A COMMON EQUIPMENT SHELTER

- A. Equipment Installation Requirements in a common equipment shelter:
 - 1. Licensor must approve mounting of Attachments to interior or exterior building walls prior to installation.
 - 2. All racks and equipment will be plumb and true with walls and floor.
 - 3. Installation of Attachments will be consistent with the electrical and operation requirements of such Attachments.
 - 4. The Attachments will be installed in a neat and workmanlike manner to provide a professional, finished installation.
 - 5. All of Licensee's equipment shall be labeled.
- B. Transmission Lines Routing:
 - 1. All cables will be placed and secured in cable trays or troughs within the Licensee's Radio Space to the equipment racks and termination points.
- C. Lengths:

1. Cable lengths will not be longer than necessary to provide proper connection.
 2. No coiled lengths will be permitted in the tray or elsewhere in the Licensee's Radio Space or elsewhere in the common equipment shelter.
- D. Licensor has provided transient surge protection on the primary AC feed to the Licensee's Radio Space. However, Licensor does not provide any warranty against electrical surge. Therefore, Licensor recommends that Licensee install, at Licensee's expense, individual transient surge protection on each circuit used by Licensee.
- E. Licensee will operate equipment with all shields attached, cabinet doors closed and side panels attached.
- F. Neither Licensee nor its representatives will interfere with any other attachments or systems at the Licensed Structure. Licensee will not trip any electric service breakers for any reason without Licensor's prior written approval.
- G. Licensee will not adjust, attempt to adjust or otherwise tamper with the temperature control thermostats within a Licensed Structure. Licensor will adjust thermostats as required to maintain the standard building temperature.

XI. GROUNDING

- A. Licensee must adhere to the grounding specifications listed herein, based upon the Attachments at the Licensed Structure.
- B. All exterior grounding connections to the main ground loop will use exothermic welding (Cadweld®).
- C. Cables will be grounded, at a minimum, prior to the point of entry to the Hub Site.
- D. Cable grounding leads will connect to a separate point for each run to the common ground point.
- E. Grounding straps will be kept to a minimum length and as near as possible to the vertical down lead. Straps will be consistent with the restraints of protective dress and access.
- F. Each rack will be a properly sized, insulated ground lead from the rack safety and signal grounds to a grounding point on the ground plate.
- G. The insulated ground lead must follow the cable tray routing and must be located in the tray.
- H. Each rack will be separately grounded.

XII. ELECTRICAL

- A. Polarized electrical outlets must be installed for all transmitters when possible.
- B. Surge protection will be provided for all base stations.

XIII. ELECTRICAL DISTRIBUTION

- A. Within the Hub Site, all electrical wiring from the distribution breaker panel will be via rigid metal conduit, routed along the underside of the cable tray to a point directly above the equipment rack.

XIV. TEMPORARY LOADS

- A. Test equipment, soldering irons or other equipment serving a test or repair function will be used if the total load connected to any single or duplex receptacle does not exceed fifteen (15) amps.

- B. Test equipment to be used in place for more than seven (7) days will require approval by Licensor prior to placement.
- XV. DOORS. Doors accessing buildings or shelters that house the Attachments will not be left unlocked or propped open except as required for moving equipment.
- XVI. LICENSED STRUCTURE APPEARANCE
- A. Licensee will be required to remove all trash, dirt, debris and other materials that it brings onto or creates at a Licensed Structure.
 - B. No food or drink will be permitted at the Hub Site or within a Licensed Structure except as allowed by Licensor.
 - C. No smoking is permitted at a Licensed Structure or the Hub Site.
 - D. Doorways, vestibules and other areas in and around a Licensed Structure will not be obstructed or used by Licensee for any purpose other than the intended purpose.
 - E. Damage to a Licensed Structure, the Hub Site, or any portion of the Property, caused by Licensee, its Wireless Carrier customer, or either of their respective agents or contractors, will be the responsibility of Licensee.
 - F. Licensee's installation must be maintained in a neat and orderly manner.
 - G. Signs, advertisements, graphics or notices (except for warning signs placed by Licensor, or that Licensee may be required to post in compliance with laws, ordinances, regulations or rules adopted or promulgated by any appropriate Government Entity) are not permitted in or around a Licensed Structure or the Hub Site.
 - H. Licensee shall not move or modify signs placed on or around Licensed Structures by Licensor.
- XVII. STORAGE. Except as expressly permitted by Licensor, no equipment, parts or materials will be stored at a Licensed Structure by Licensee. Licensee may store such material within the Hub Site as reasonably necessary for the operation and maintenance of the System.
- XVIII. DAMAGE. Licensee will report to Licensor any damage to a Licensed Structure, structure, component or equipment that is observed by Licensee, whether or not caused by Licensee.
- XIX. REPORTING ON SITE
- A. Emergency twenty-four (24) hour contact number(s) must be displayed on the outside of Licensee's equipment cabinets or in Licensee's Radio Space.
 - B. Routine service calls will be scheduled between the hours of 8:00 a.m. and 5:00 p.m. weekdays.
 - C. Personnel must utilize appropriate access devices (such as cards or combinations where applicable) to prevent activation of the alarm system when entering shared Licensed Structure space. When exiting the Licensed Structure, the security system must be re-armed.
 - D. Licensee will comply with these System Specifications requirements for the security of the Licensed Structure.

Exhibit C

Fiber Network Standards

This Exhibit is applicable only to determine whether an existing Fiber Network is useful for Licensee.

A. Initial Minimum Standards at Installation.

Crown requires two (2) strands of single mode dark fiber from the Hub location(s) to each of the remote antenna locations. All fiber connectivity will be a continuous path utilizing fusion splices from the Hub location(s) to the remote antenna locations. Below are the industry standard specifications for the Network Fiber at installation:

Below are the industry standard specifications for the Network fiber at installation:

From Glass Loss:

<0.35 dB/km @ 1310 nm wavelength

<0.20 dB/km @ 1550 nm wavelength

From Insertion Loss (Connectors):

<0.1 dB per LC connector

From Splice Loss:

<0.05 dB for single-mode fiber

Optical Time Domain Reflectometer ("OTDR") test should be performed and the results provided to Crown as the basis for the minimum standards (Baseline Standard) for the Fiber Network during the Term.

B. Operating Minimum Standards during Term.

Crown expects the Fiber Network to operate at the Baseline Standard as set forth in Section A above.

Exhibit D

SITE LICENSE AGREEMENT

BUN _____

This Site License Agreement (SLA) is made and entered into as of this _____ day of _____, _____ (SLA Effective Date) by and between [Licensor Entity] (Licensor) and Crown Castle Solutions Corp. (Licensee) pursuant to that certain Master DAS Facility Site Agreement (Agreement) dated _____ by and between SeaWorld Parks & Entertainment, Inc. and its Affiliates (Licensor) and Crown Castle Solutions Corp. (Licensee). All capitalized terms not defined in the SLA have the meanings ascribed to them in the Agreement.

The License shall include the locations which are generally depicted and/or described on the attached **Schedule 1**, located on a portion of the Property generally depicted and/or described on the attached **Schedule 2**. Any Existing Agreements are set forth on **Schedule 3**.

Licensor hereby designates the following person as Structure Manager:

Structure Manager

Name: _____
Phone #: _____
Email Address: _____

Additional Provisions:

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR

By: _____
Print Name: _____
Title: _____

LICENSEE

By: _____
Print Name: _____
Title: _____

SLA Schedule 1

System Description

[ATTACH DRAWINGS AND DESIGN AS APPROPRIATE]

The License shall include the following locations:

Hub Site:

RAN locations:

- 1) Site 1
- 2) Site 2
- 3) Etc.

Fiber Network:

SLA Schedule 2

Property

For all purposes of this SLA, the following terms shall be defined as follows:

Property:

Primary Purpose:

SLA Schedule 3
Existing Agreements

<u>Tenant</u>	<u>Location</u>	<u>Type (tower, rooftop, etc.)</u>	<u>Term Expiration</u>

Exhibit E

Guidelines for Employees and Contractors

Licensors expects that the employees and contractors of Licensee will adhere to the following guidelines when on a Property:

1. Be courteous and respectful to guests in the Property.
2. Whenever possible, wear a shirt or uniform that indicates the company with which the person is working. Property guests may view Licensee's employees as employees of Licensor. Thus, appropriate dress is important. Torn shirts, pants or shorts are not permitted. Clothing may not display offensive images or foul language. Shirts must be worn at all times. Appropriate grooming is required.
3. Parking will be allocated in remote parking areas unless determined otherwise by Licensor.
4. Consumption of alcoholic beverages or controlled substances is prohibited. Entrance on the Property while under the influence of alcohol or a controlled substance is prohibited.
5. Possession of a deadly weapon or a firearm either on the person or in the person's vehicle is prohibited.
6. Trash and debris must be removed each day from the jobsite.
7. The security forces on the Property may search vehicles and conduct random, non-discriminatory searches of packages and certain personal articles such as tote bags, as employees and/or contractors exit the Property.
8. Any injury or health emergency must be reported to Property extension 911 with the location and nature of the injury or emergency.
9. Obtain temporary identification cards for access to the Property and have those available for inspection at guard stations. These cards must be returned when the service is completed.
10. Foul language, gum chewing, tobacco chewing, eating or smoking is prohibited in or near a guest area.
11. Observe commonly accepted safe work practices when working with tools, electricity or ladders. Observe all OSHA guidelines.
12. Obtain professional training before operating forklifts, personnel lifts and other heavy equipment.
13. Licensor may immediately remove an employee or contractor from a Property for violation of any of the foregoing guidelines.

Crown Castle International Corp. Consolidated Subsidiaries

Entity Name July 2011

AirComm of Avon, L.L.C.	Crown Castle Towers 05 LLC
Atlantic Coast Communications, Inc.	Crown Castle Towers 08-2 LLC
AZ - CLEC LLC	Crown Castle Towers 09 LLC
CA - CLEC LLC	Crown Castle Towers LLC
CC Castle International LLC	Crown Castle USA Inc.
CC Finance LLC	Crown Communication LLC (formerly Crown Communication Inc. eff 1/1/11)
CC Holdings GS V LLC	Crown Communication New York, Inc.
CC Site Acquisitions II LLC	Crown Mobile Systems, Inc
CC Towers Guarantor LLC	DC - CLEC LLC
CC Towers Holding LLC	FL - CLEC LLC
CCGS Holdings LLC	Global Signal Acquisitions II LLC
CCPE Acquisitions LLC	Global Signal Acquisitions III LLC
Coastal Antennas LLC	Global Signal Acquisitions IV LLC
Comsite Venture, Inc.	Global Signal Acquisitions LLC
Coverage Plus Antenna Systems LLC	Global Signal GP LLC
Crown Atlantic Company LLC	Global Signal Holdings III LLC
Crown Castle AS LLC (eff 4/29/11)	Global Signal Holdings IV LLC
Crown Castle Atlantic LLC	Global Signal Operating Partnership, L.P.
Crown Castle Augusta LLC	Global Signal Services LLC
Crown Castle Australia Holdings Pty Ltd	GoldenState Towers, LLC.
Crown Castle Australia Pty Ltd	GS Savings Inc.
Crown Castle BP ATT LLC	GSPN Intangibles LLC
Crown Castle CA Corp.	High Point Management Co. LLC
Crown Castle Europe LLC	ICB Towers, LLC
Crown Castle GS III Corp.	IL - CLEC LLC
Crown Castle GT Company LLC	IN - CLEC LLC
Crown Castle GT Corp.	In SITE Fiber of Virginia, Inc.
Crown Castle GT Holding Sub LLC	InSITE Solutions, LLC
Crown Castle International Corp.	Interstate Tower Communications LLC
Crown Castle International Corp. de Puerto Rico	Intracoastal City Towers LLC
Crown Castle International LLC	JBCM Towers LLC
Crown Castle Investment Corp	MA - CLEC LLC
Crown Castle Mexico, S.A. de C.V.	MD - CLEC LLC
Crown Castle MM Holding Corp.	Mobile Media California LLC
Crown Castle MM Holding LLC	Mobile Media National LLC
Crown Castle MU LLC	Modeo LLC
Crown Castle MUPA LLC	New Path Networks, Inc.
Crown Castle Nevada LLC	New Path Networks, LLC
Crown Castle Operating Company	NJ - CLEC LLC
Crown Castle Operating LLC	NV - CLEC LLC
Crown Castle Orlando Corp.	NY - CLEC LLC
Crown Castle PR LLC	OP LLC
Crown Castle PT Inc.	PA - CLEC LLC
Crown Castle Puerto Rico Corp.	Pinnacle San Antonio L.L.C.
Crown Castle Service LLC (eff 6/24/2011)	Pinnacle St. Louis LLC
Crown Castle Solutions Corp.	Pinnacle Towers Acquisition Holdings LLC
Crown Castle South LLC	Pinnacle Towers Acquisition LLC
Pinnacle Towers Asset Holding LLC	
Pinnacle Towers Canada Inc.	

Crown Castle International Corp. Consolidated Subsidiaries

Entity Name

July 2011

Pinnacle Towers III LLC
Pinnacle Towers Limited
Pinnacle Towers LLC
Pinnacle Towers V Inc.
Radio Station WGLD LLC
SC - CLEC LLC
Shaffer & Associates, Inc.
Sierra Towers, Inc.
Thunder Towers LLC
Tower Systems LLC
Tower Technology Company of Jacksonville LLC
Tower Ventures III, LLC
Towers Finco II LLC
Towers Finco III LLC
Towers Finco LLC
TVHT, LLC
VA-CLEC LLC
WA - CLEC LLC

SITE LICENSE AGREEMENT

BUN _____

This Site License Agreement (SLA) is made and entered into as of this _____ day of _____, _____ (SLA Effective Date) by and between Sea World LLC, d/b/a SeaWorld San Diego (Licensor) and Crown Castle Solutions Corp. (Licensee) pursuant to that certain Master DAS Facility Site Agreement (Agreement) dated November 7, 2011 by and between SeaWorld Parks & Entertainment, Inc. and its Affiliates and Licensee. All capitalized terms not defined in the SLA have the meanings ascribed to them in the Agreement.

The License shall include the locations which are generally depicted and/or described on the attached Schedule 1 and Schedule 1A, located on a portion of the Property generally depicted and/or described on the attached Schedule 2. Any Existing Agreements are set forth on Schedule 3.

Licensor hereby designates the following person as Structure Manager:

Structure Manager

Name: Bob Terris
Phone #: (619) 226-3900 x 2628
Email Address: bob.terris@SeaWorld.Com

Additional Provisions:

SLA Term:

For this SLA only, Section 3 "Master Agreement Term and SLA Term" of the Agreement is hereby amended by deleting the second (2nd) sentence in its entirety and replacing it with the following:

"This SLA shall commence on the SLA Effective Date and shall continue in effect for a period of fifteen (15) years following the SLA Term Commencement Date (the "Initial SLA Term") and shall automatically renew for two (2) additional five (5) year terms (each an "SLA Renewal Term"; collectively with the Initial SLA Term, the SLA Term"), unless Licensee provides written notice to Licensor of its intent not to renew no less than one hundred eighty (180) days prior to the expiration of the then-current term, provided, however, that if on such date there is not a least one (1) Wireless Carrier then paying recurring fees and operating on all or part of the System, then the right to not renew shall be mutual between the Parties."

Fiber Network:

"Licensee, at its sole costs and expense, shall install the fiber optic cable as shown on Schedule 1A to this SLA and will maintain such fiber in accordance with Paragraph A of Exhibit C of the Agreement (except for the first and last sentences thereof).

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR

Sea World LLC, d/b/a SeaWorld San Diego

By: _____
Print Name: _____
Title: _____

LICENSEE

Crown Castle Solutions Corp.

By: _____
Print Name: _____
Title: _____



Existing SeaWorld Facilities and Site Map



Figure II-2

**MASTER PLAN
UPDATE**

SLA Schedule 1

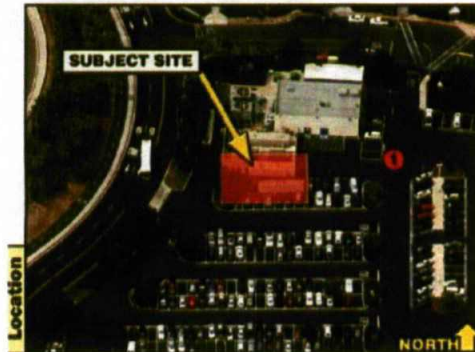
System Description

The License shall include the following locations, as described in more detail in the attached drawings.

Hub Site:

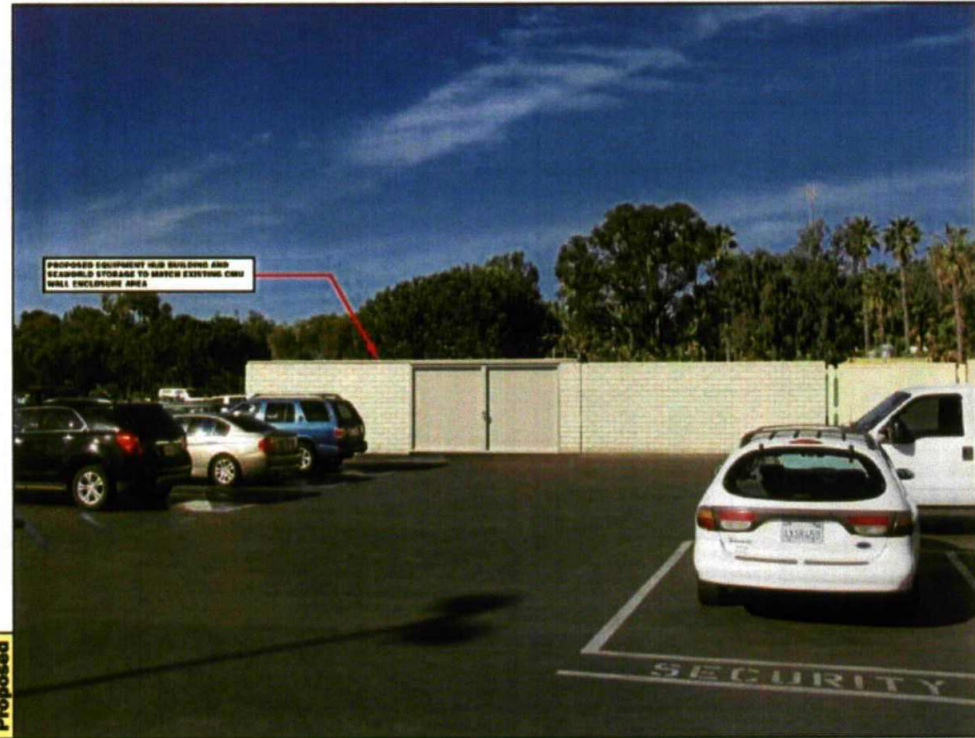
SAN DIEGO

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halmanski - Phone: (626) 241-2117

HUB - View 1



The illustration above is a representation of the proposed project based on information provided by the client. Actual construction may vary dependent on approved construction plans and therefore PTS (Pacific Telecom Services) is not responsible for any and all construction design changes. Moreover disclaimer: In the event that the proposed installation includes a modification, the proposed installation is an artistic representation of a type, and not intended to be an exact reproduction of an actual living tree. The final construction will have columns, cable paths, and various attachments, such as antennas, rods, and bolts, which every effort will be made to disguise these components, they will not be readily apparent to the casual observer in passing. However, upon closer scrutiny, the true nature of the installation will be apparent.

Prepared by: C.J.L.

PTS
Pacific Telecom Services, LLC
3199 C Airport Loop Drive, Costa Mesa, CA 92626-3434

REV: 2

**CROWN
CASTLE**

May 21, 2012

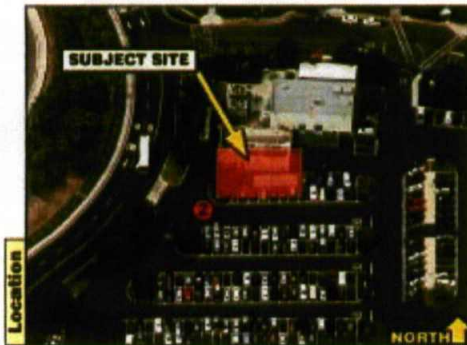
SAN DIEGO

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



May 21, 2012

HUB - View 2



Location



Existing



Proposed

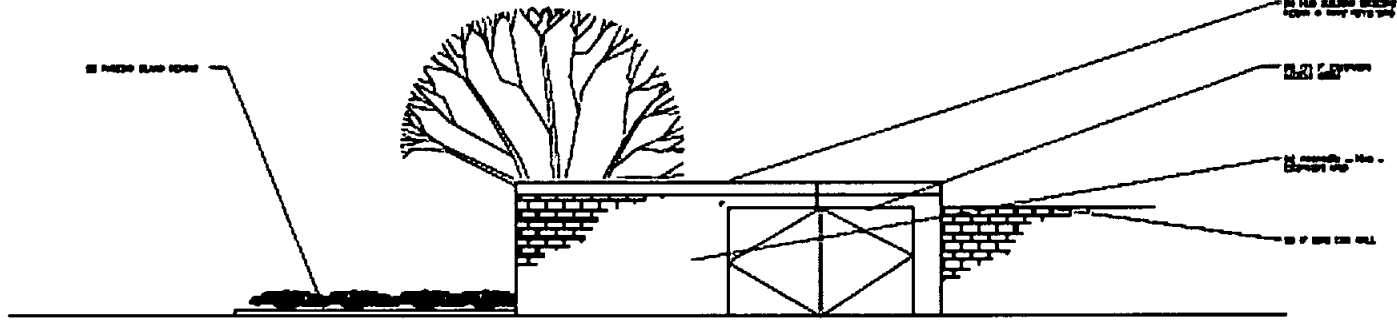
This illustration shows a representation of the proposed project based on information provided by the client. All construction drawings are subject to approval and change orders. The proposed project is not intended to be an exact reproduction of the actual project. The final illustration will show actual construction and any changes to the proposed project. The final illustration will show actual construction and any changes to the proposed project. The final illustration will show actual construction and any changes to the proposed project.

AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halmanski - Phone: (626) 241-2117

Prepared by: C.J.L.

PTS
Pacific Telecom Services, LLC
3100 E. Desert Loop Drive, Suite 100, San Diego, CA 92108-3414

Page 2



SHED (EAST ELEVATION)

1

12/07/2010
A-2.1

DRY VILL
10/10/10

REVISIONS	
NO.	DESCRIPTION
1	10/10/10
2	10/10/10
3	10/10/10
4	10/10/10
5	10/10/10
6	10/10/10
7	10/10/10
8	10/10/10
9	10/10/10
10	10/10/10

SEAWORLD
SAN DIEGO
2000 LA JOLLA VILLAGE
SAN DIEGO, CA 92108

PTS
2000

WESTOWER
2000

ENCLOSURE

RAN locations:

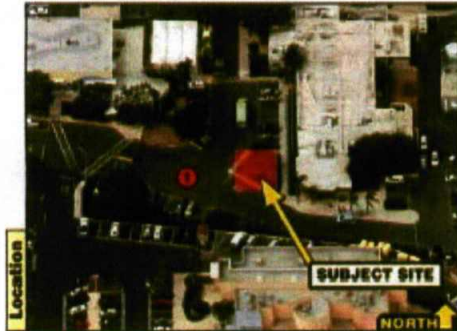
oDAS - 2 RANs per location except for Aquarium De La Mar which only has 1, as described in more detail on the attached drawings

Node ID	Name	Longitude	Latitude
1	Admin	-117.230003	32.76469
2	Aquarium De la Mar	-117.228756	32.76677
3	Atlantis	-117.223166	32.76438
4	Rocky Point	-117.225849	32.76434
5	Main Entrance	-117.222664	32.7659
6	Penguin Encounter	-117.227556	32.76563
7	Sea Lion Stadium	-117.226263	32.76671
8	Shamu Stadium	-117.228189	32.76425
9	Smoke House	-117.224831	32.7656

SAN DIEGO

SEAWORLD

500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904

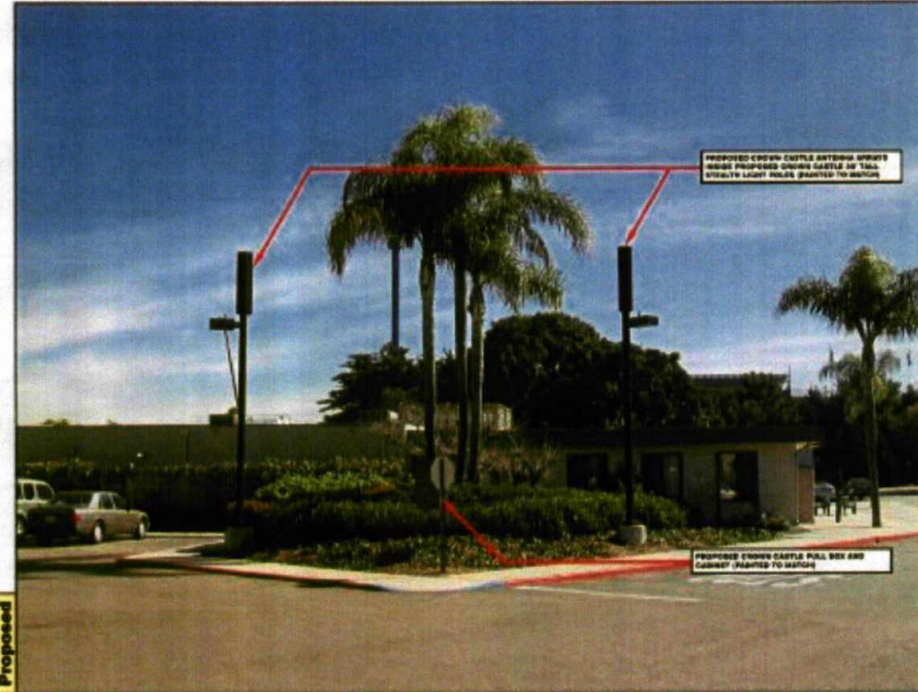


AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117

**CROWN
CASTLE**

Node ID# 01 - Admin - View 1

May 21, 2012



The rendering shown is a representation of the proposed project based on information provided by the client. Actual results which may vary depending on site and construction details and therefore PTS Pacific Telecommunications is not responsible for any post production design changes. Moreover, disclaimer: on this work that the proposed installation includes a roughness. The proposed installation is an artistic representation of a view, and not intended to be an exact representation of an actual thing or place. The final installation will have colors, sizes, shapes and other characteristics, which may differ from the rendering. The true nature of the installation will be apparent.

Prepared by: C.J.L.

PTS
Pacific Telecommunications Services, LLC
2100 E. Airport Lane, Suite 100, San Diego, CA 92108-3114

REV: 2

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Haiminski - Phone: (626) 241-2117



May 21, 2012

Node ID# 01 - Admin - View 2

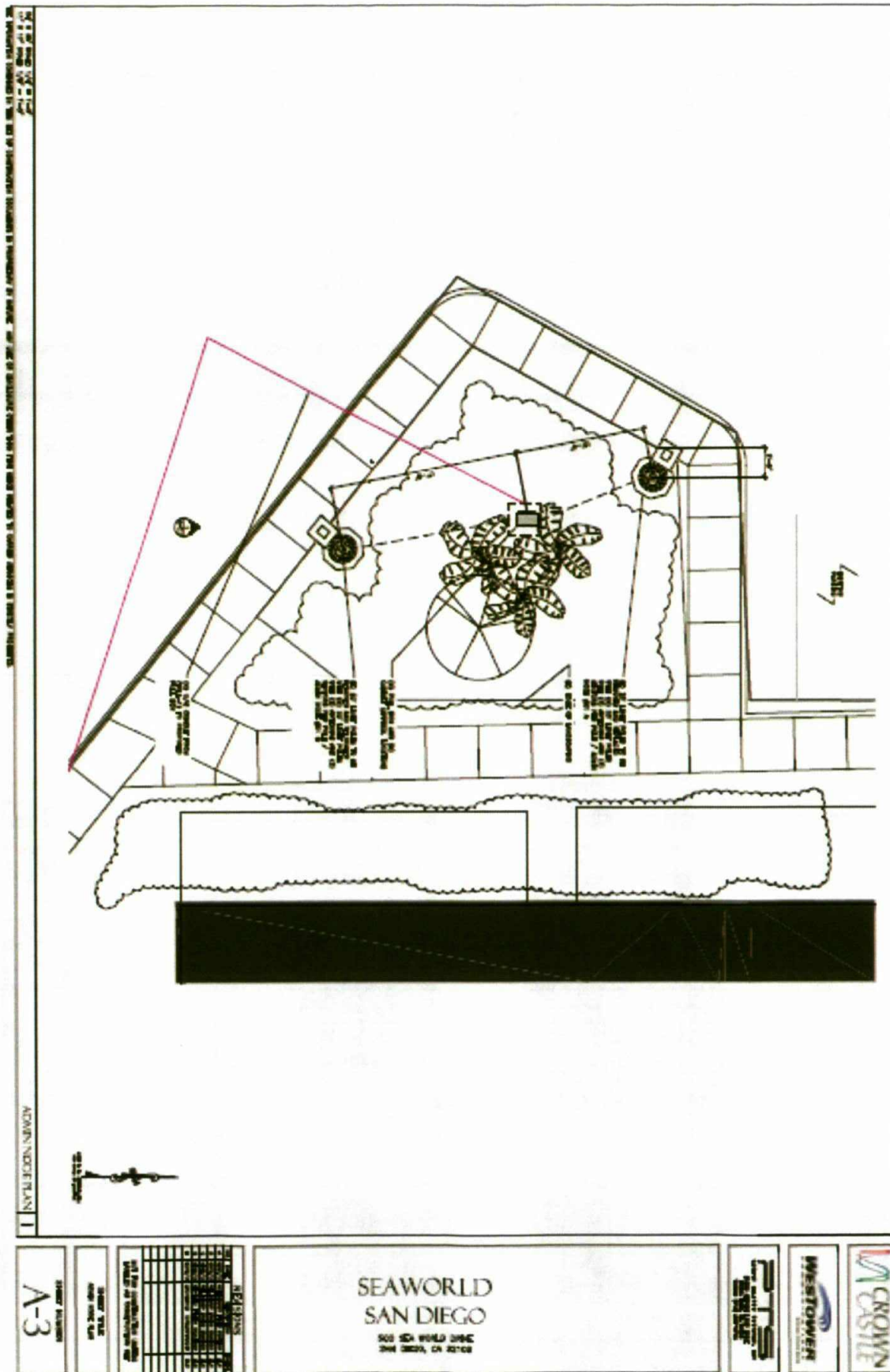
[illegible]

Prepared by: C.J.L.



Pacific Telecom Services, LLC
1100 E. Alameda Street, Suite 200, Los Angeles, CA 90012-3421

2





SEAWORLD
SAN DIEGO
500 SEA WORLD BLVD.
SAN DIEGO, CA 92109

[illegible]

**DO NOT TALK
AND USE LEFT**

A-3.1

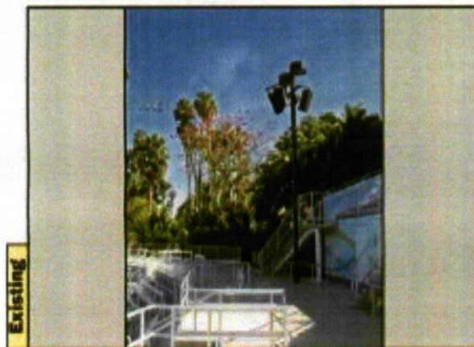
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ADVEN NOISE (SOUTH ELEVATION)

Site License Agreement
Licensor: Sea World LLC, d/b/a SeaWorld San Diego
Licensee: Crown Castle Solutions Corp.
SLA Schedule 1 System Description

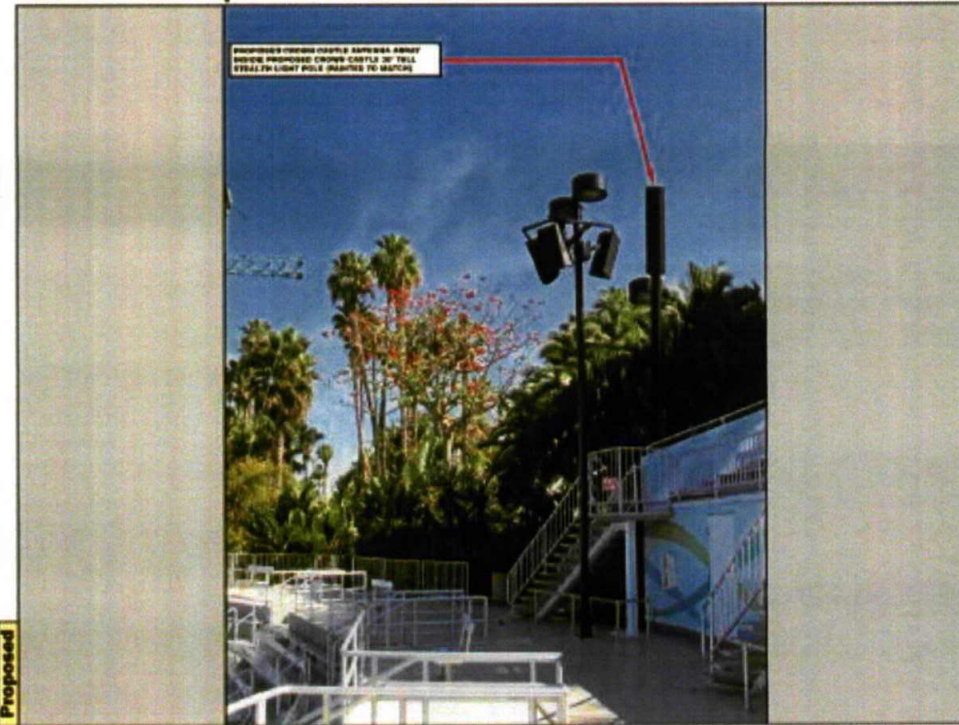
SAN DIEGO

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117

Node ID# 02 - Aquarium - View 1



The illustration above is a perspective view of the proposed project based on information provided by the client. Actual construction may vary depending on approved construction plans and therefore PTS accepts no responsibility for any post-production design changes. Moreover, disclaimer: In the event that the proposed installation is an artistic representation of a tree, and not intended to be an exact reproduction of an actual tree, the tree and its associated leaves, roots, and trunk, and while every effort will be made to duplicate these components, they will not be visible in the actual photograph or video. In addition, the actual appearance of the installation will be as depicted.

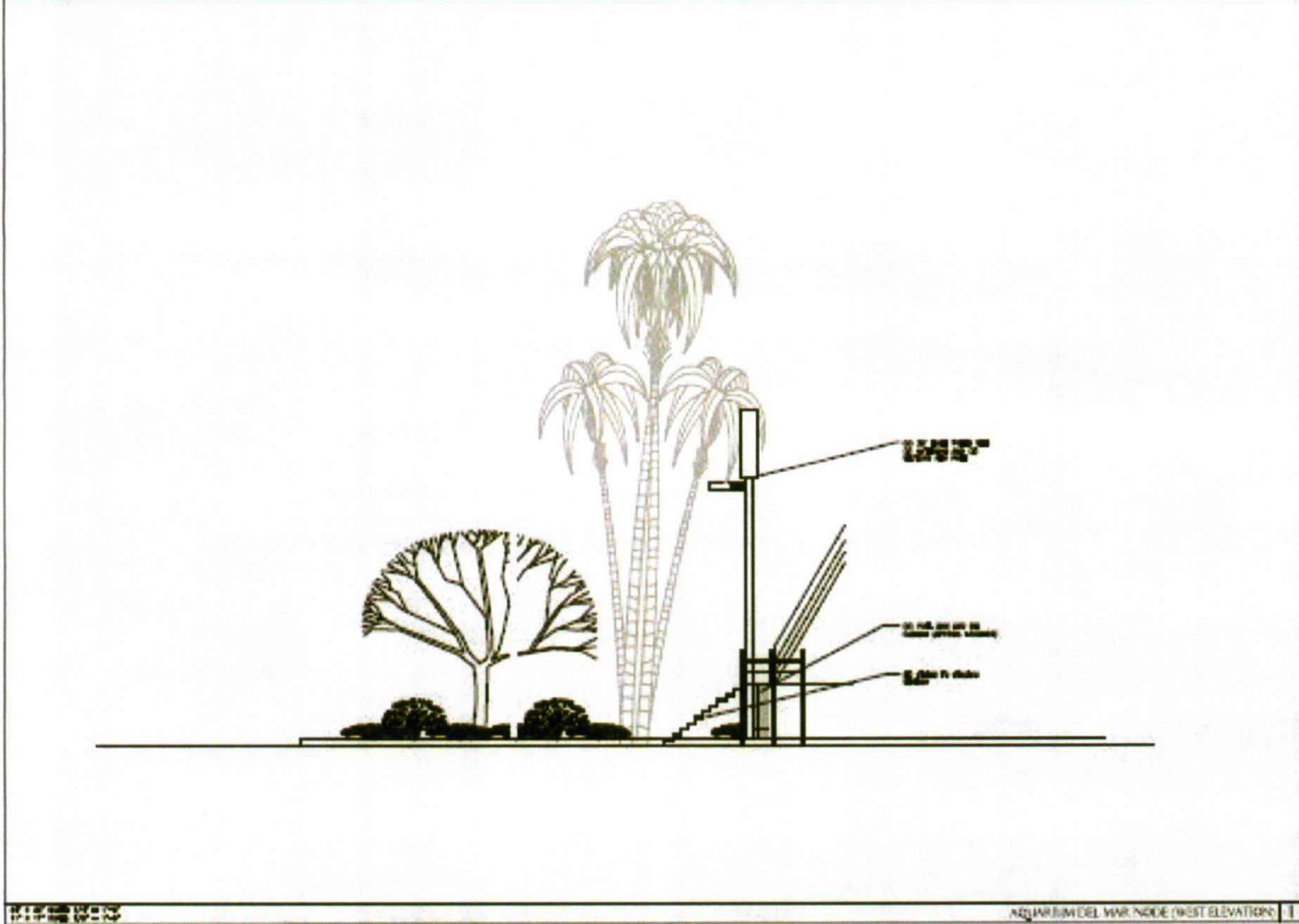
Prepared by: C.J.

PTS
Pacific Telecom Services, LLC
2100 E. Airport Loop Drive, Costa Mesa, CA 92626-2412

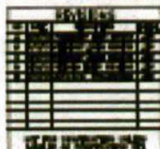
Page 2

**CROWN
CASTLE**

May 21, 2012



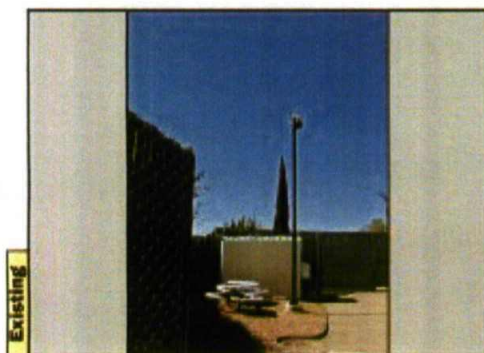
SEAWORLD
SAN DIEGO
1000 LA JOLLA VILLAGE
SAN DIEGO, CA 92108



SAN DIEGO

SEAWORLD

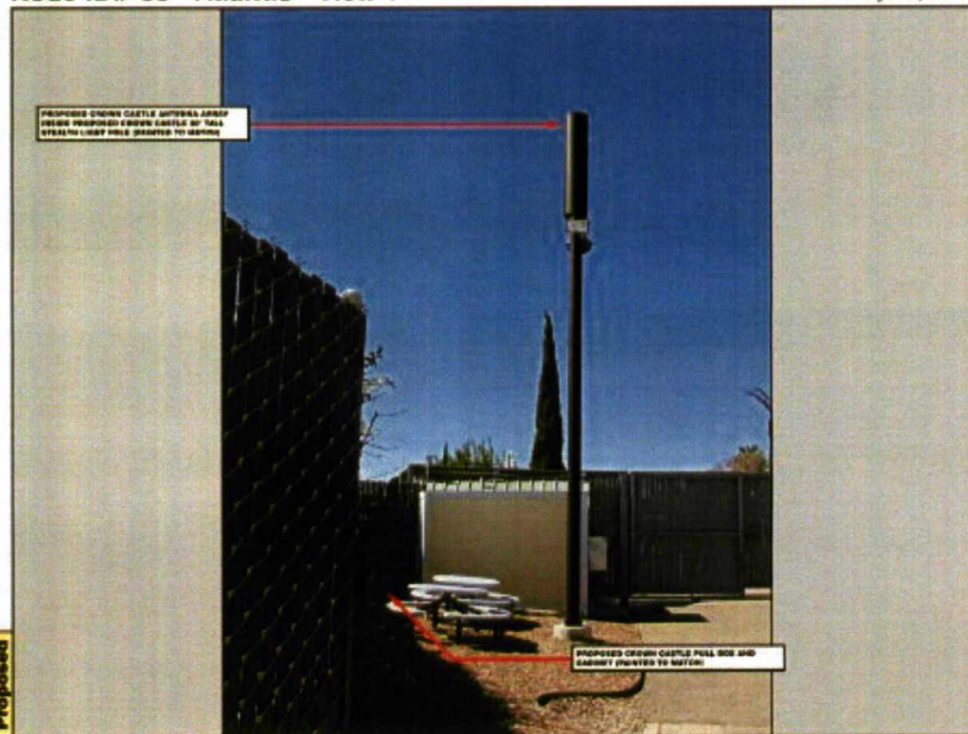
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



Node ID# 03 - Atlantis - View 1

CROWN
CASTLE

May 21, 2012



This illustration shows a representation of the proposed project based on information provided by the client. All construction may vary depending on applicable construction plans and standards. PTS Pacific Telecom Services, LLC is not responsible for any error, omission, or change in the project. The proposed installation is an aerial representation of a tower, and not intended to be an aerial representation of an actual tower. The final installation will include tower, base, and various elements, such as antennas, masts, and rods. While every effort will be made to include these components, they will not be visible in the aerial view. The final installation will be subject to the final plans of the client.

AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Haiminski - Phone: (626) 241-2117

Prepared by: C.J.

PTS
Pacific Telecom Services, LLC
1100 E. Robert Leg Drive, Suite 100, San Diego, CA 92108-1414

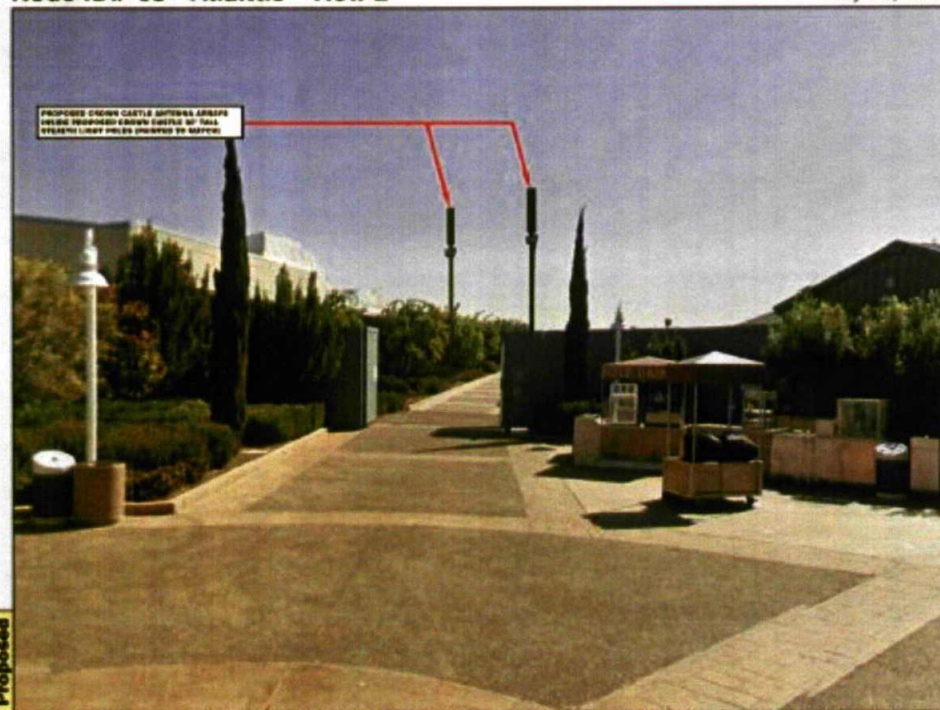
2

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Haiminski - Phone: (626) 241-2117

May 21, 2012

[illegible]

Prepared by: CJA



PTS
Pacific Telecom Services, LLC
2100 E. Airport Loop Drive, Costa Mesa, CA 92626-3446

2



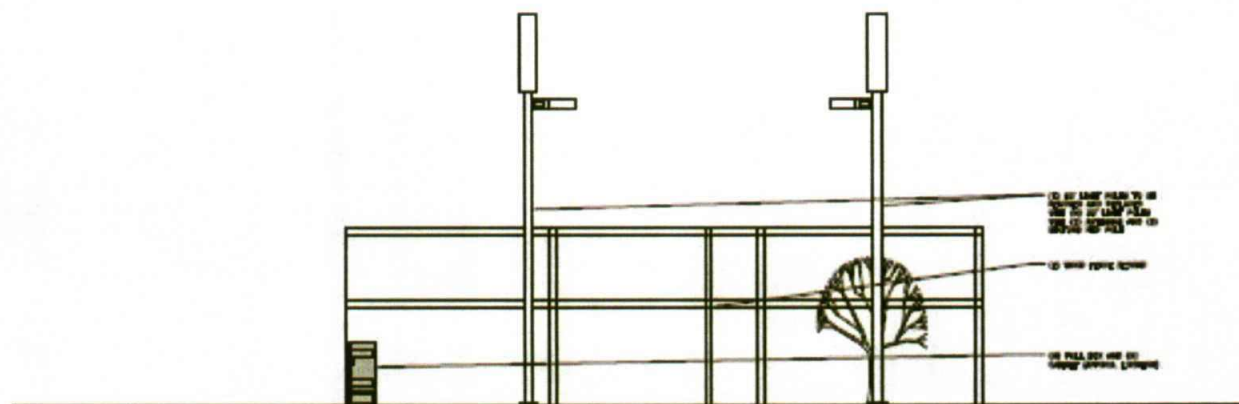
SEAWORLD
SAN DIEGO
500 SEAWORLD DRIVE
SAN DIEGO, CA 92109

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR CONSTRUCTION
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR CONSTRUCTION
4	ISSUED FOR CONSTRUCTION
5	ISSUED FOR CONSTRUCTION
6	ISSUED FOR CONSTRUCTION
7	ISSUED FOR CONSTRUCTION
8	ISSUED FOR CONSTRUCTION
9	ISSUED FOR CONSTRUCTION
10	ISSUED FOR CONSTRUCTION

NOT FOR CONSTRUCTION UNLESS
APPROVED BY THE ENGINEER

DATE: 10/1/01
DRAWN: J. L. HARRIS

PROJECT NUMBER
A-5.1



ATLANTIC NIDGE (EAST ELEVATION)

SAN DIEGO

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904

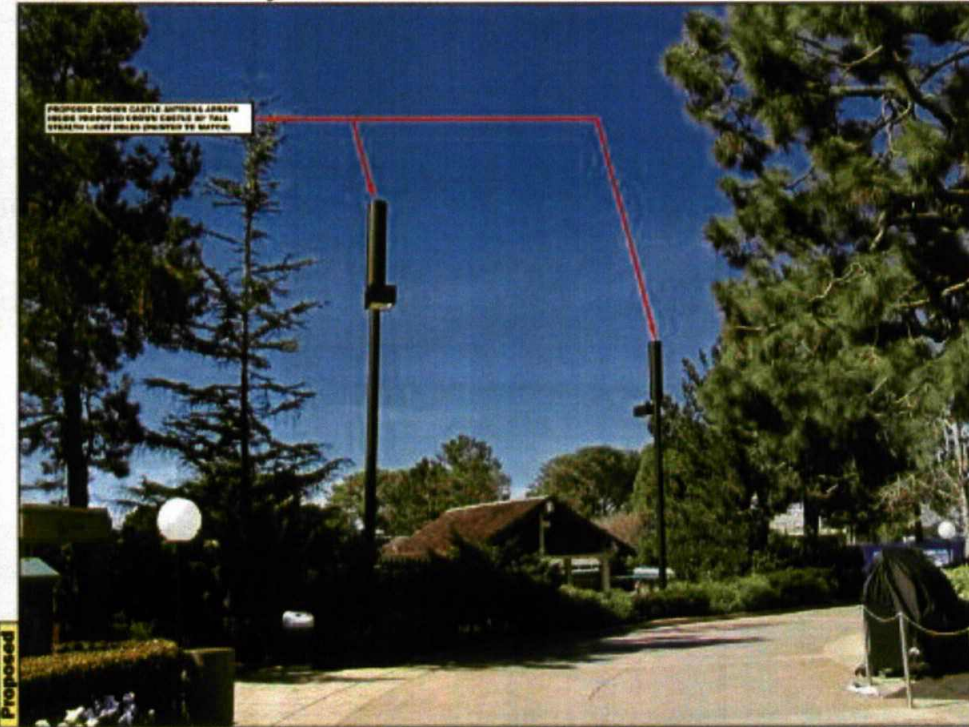


AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117

Node ID# 04 - Rocky Point - View 1

**CROWN
CASTLE**

May 21, 2012



This illustration shows a perspective view of the proposed project based on information provided by the client. All details shown may vary depending on approved construction plans and therefore this illustration is not a representation of the final project. The client is responsible for any and all design changes. Moreover, the client is responsible for the project. The proposed installation is an artistic representation of a view, and not intended to be an exact reproduction of an actual thing. The final installation will have various, visible points, and various details, such as antennas, masts, and cables. While every effort will be made to illustrate these components, they will not be exactly as they appear in the actual installation or possibly, otherwise, after these are done, the final nature of the installation will be apparent.

Prepared by: C.J.L.

PTS
Pacific Telecom Services, LLC
2100 E. Airport Blvd., Suite 100, San Diego, CA 92161-1111

Page 2

SAN DIEGO

SEAWORLD

500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



Location



Existing

Node ID# 04 - Rocky Point - View 2

**CROWN
CASTLE**

May 21, 2012



Proposed

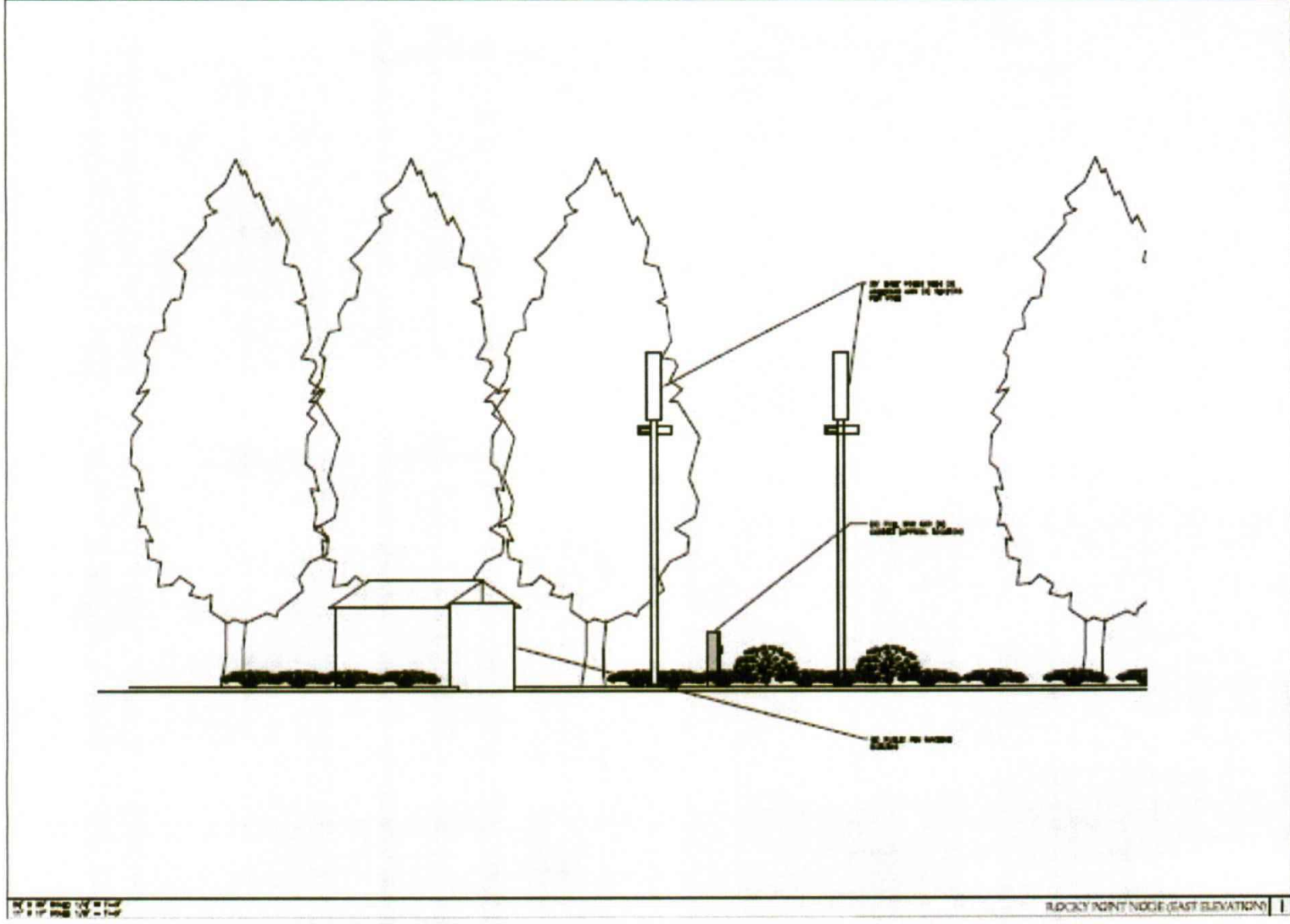
This illustration is a representation of the proposed project, based on information provided by the client. All air conditions are subject to change without notice. The proposed project is not intended to be an exact representation of an actual thing. The final installation will have certain, visible parts, and will be subject to change. The final installation will be subject to change. The final installation will be subject to change.

AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halmanski - Phone: (626) 241-2117

Prepared by: C.J.L.

PTS
Pacific Telephone Services, LLC
1110 E. Airport Loop Drive, Costa Mesa, CA 92626-3416

REV
2



SEAWORLD
SAN DIEGO
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109

ITEM	DESCRIPTION	QTY	UNIT	PRICE
1	SEA WORLD SAN DIEGO	1	EA	1000000
2	SEA WORLD SAN DIEGO	1	EA	1000000
3	SEA WORLD SAN DIEGO	1	EA	1000000
4	SEA WORLD SAN DIEGO	1	EA	1000000
5	SEA WORLD SAN DIEGO	1	EA	1000000
6	SEA WORLD SAN DIEGO	1	EA	1000000
7	SEA WORLD SAN DIEGO	1	EA	1000000
8	SEA WORLD SAN DIEGO	1	EA	1000000
9	SEA WORLD SAN DIEGO	1	EA	1000000
10	SEA WORLD SAN DIEGO	1	EA	1000000

100% T&E
COPY FOR THE DESIGN

A-6.1

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904

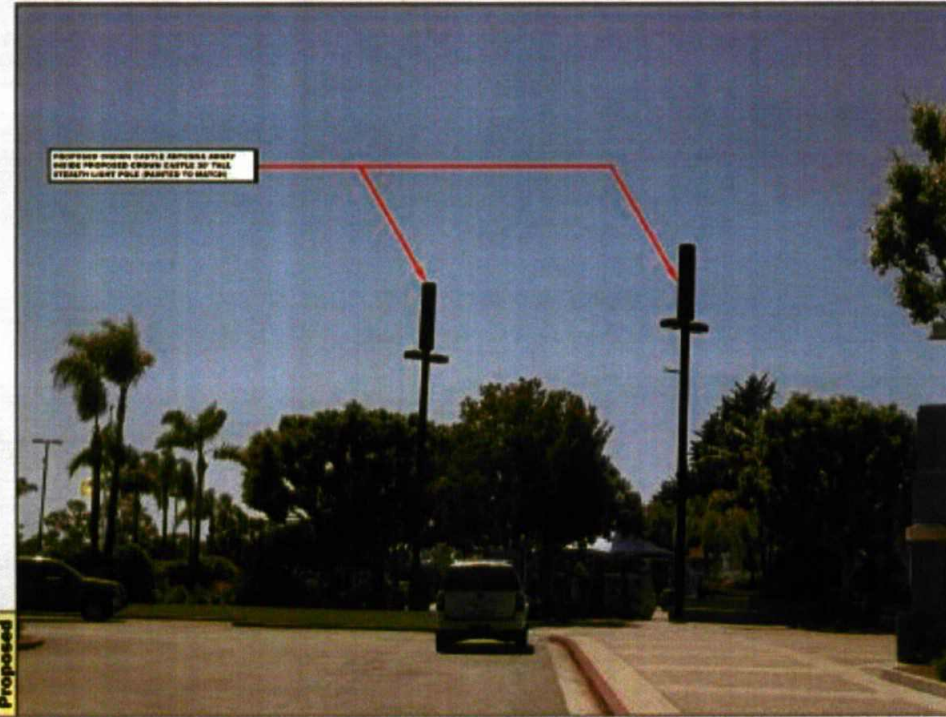


AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117



Node ID# 05 - Main Entrance - View 1

May 21, 2012

[illegible]

Prepared by: C.J.L.

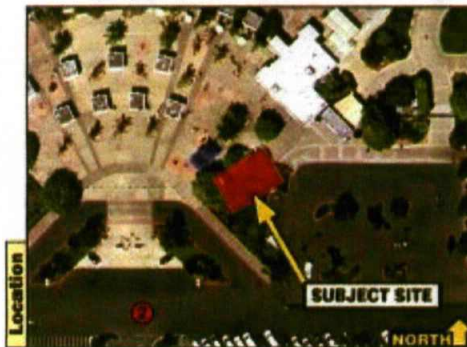
PTS
Pacific Telecom Services, LLC
3120 E Airport Loop Drive, Costa Mesa, CA 92626-3414

2

SAN DIEGO

SEAWORLD

500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117



Node ID# 05 - Main Entrance - View 2

May 21, 2012



This illustration shows a representation of the proposed project based on information provided by the client. Actual conditions may vary due to site conditions and the client's responsibility for any and all project design changes. Movement of the project is not intended to be an exact representation of an actual living site. The final design will have various, minor errors, and errors of omission, such as omissions, omissions, and errors. While every effort will be made to ensure the accuracy of the information, the client assumes all responsibility for the accuracy of the information and the final design.

Prepared by: C.J.

PTS
Pacific Telecom Services, LLC
3100 E. Alamo Loop Drive, Santa Mesa, CA 95060-3414

REV: 2



SEAWORLD
SAN DIEGO
500 SEA WORLD DRIVE
SAN DIEGO, CA 92108

MAY 20 1995									
DATE	TIME	LOCATION	NAME	STATUS	REMARKS	INITIALS	SIGNATURE	DATE	TIME
5/20/95	10:00	101	JOHN	OK					
5/20/95	10:00	101	JANE	OK					
5/20/95	10:00	101	JOHN	OK					
5/20/95	10:00	101	JANE	OK					
5/20/95	10:00	101	JOHN	OK					
5/20/95	10:00	101	JANE	OK					
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5/20/95	10:00	101	JANE	OK					
5/20/95	10:00	101	JOHN	OK					
5/20/95	10:00	101	JANE	OK					

[illegible]

A-7.1

A-7.

Site License Agreement
Licensor: Sea World LLC, d/b/a SeaWorld San Diego
Licensee: Crown Castle Solutions Corp.
SLA Schedule 1 System Description

SAN DIEGO

SEAWORLD

500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904

**CROWN
CASTLE**

May 21, 2012

Node ID# 06 - Penguin - View 1



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117

Prepared by: C.J.L.

PTS
Pacific Telecom Services, LLC
3100 E. Airport Lane, Suite 100, San Diego, CA 92108-4414

2

SAN DIEGO

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



May 21, 2012

Node ID# 06 - Penguin - View 2



This drawing shows a representation of the proposed project based on information provided by the client. All work shall only be performed on approved construction plans and therefore PTS Pacific Telecom Services, LLC is not responsible for any post-production design changes. Wireless disclaimer: Do not erect that the proposed installation includes a microwave. The proposed installation is an artistic representation of a roof, and not intended to be an exact reproduction of an actual building. The final installation will have various, minor gaps, and various attachments, such as antennas, rods, and bolts. While every effort will be made to regular these parameters, they will not be made apparent to the actual observer in reality. Therefore, upon close scrutiny, the final nature of the installation will be apparent.

AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Haiminski - Phone: (626) 241-2117

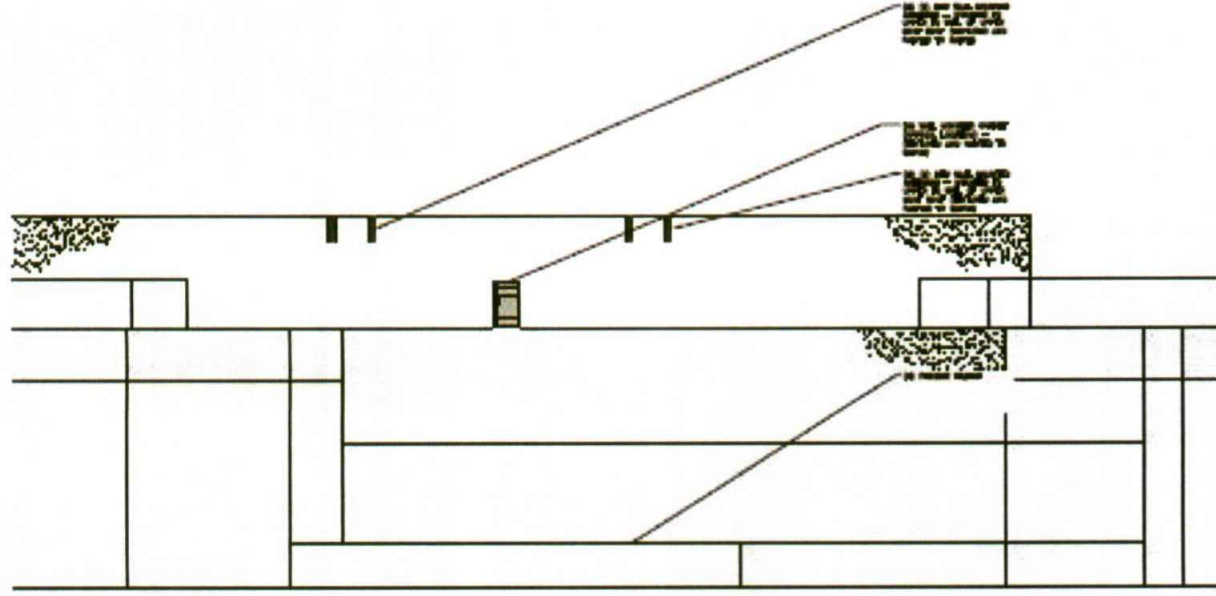
Prepared by: C.J.

PTS
Pacific Telecom Services, LLC
3100 E Airport Loop, Suite 1000, San Diego, CA 92108-3414

REV. 2

1/2" = 1' SCALE
1/4" = 1' SCALE
1/8" = 1' SCALE

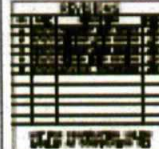
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF SEA WORLD. ANY USE OR REPRODUCTION THEREOF WITHOUT WRITTEN PERMISSION IS STRICTLY PROHIBITED.



PENGUIN ENCOUNTER NODE (WEST ELEVATION)



SEAWORLD
SAN DIEGO
1000 G. W. WALKER BLVD.
SAN DIEGO, CA 92109

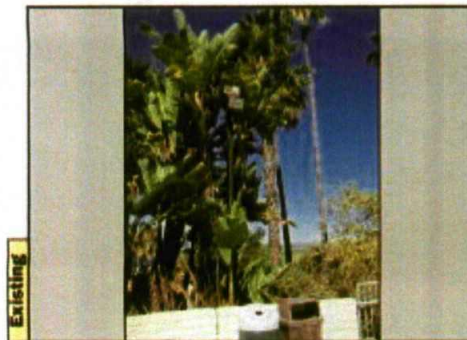


A-8.1

SAN DIEGO

SEAWORLD

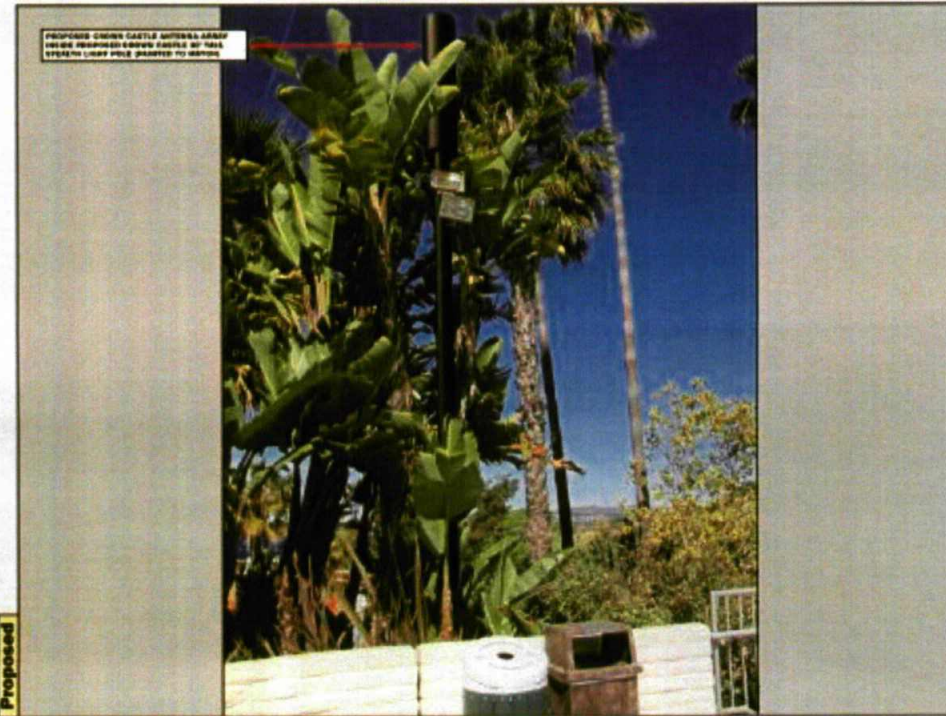
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117

Node ID# 07 - Sea Lion Stadium - View 1

May 21, 2012



This illustration shows a representation of the proposed project based on information provided by the client. It is not intended to be a final design or construction plan and therefore it is not responsible for any post production design changes. Moreover, disclaimer: In the event that the proposed installation includes a structure, the proposed installation is an artistic representation of a tree, and not intended to be an exact reproduction of an actual living tree. The final installation will have various attachments, such as antennas, cables, and ladders. While every effort will be made to replicate the appearance of the tree, the final installation will not be exactly as shown in this illustration. However, upon close scrutiny, the true nature of the installation will be apparent.

Prepared by: C.J.L.

PTS
Pacific Telecom Services, LLC
3100 E. Airport Blvd, Suite 100, San Diego, CA 92108-3414

REV. 2

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904

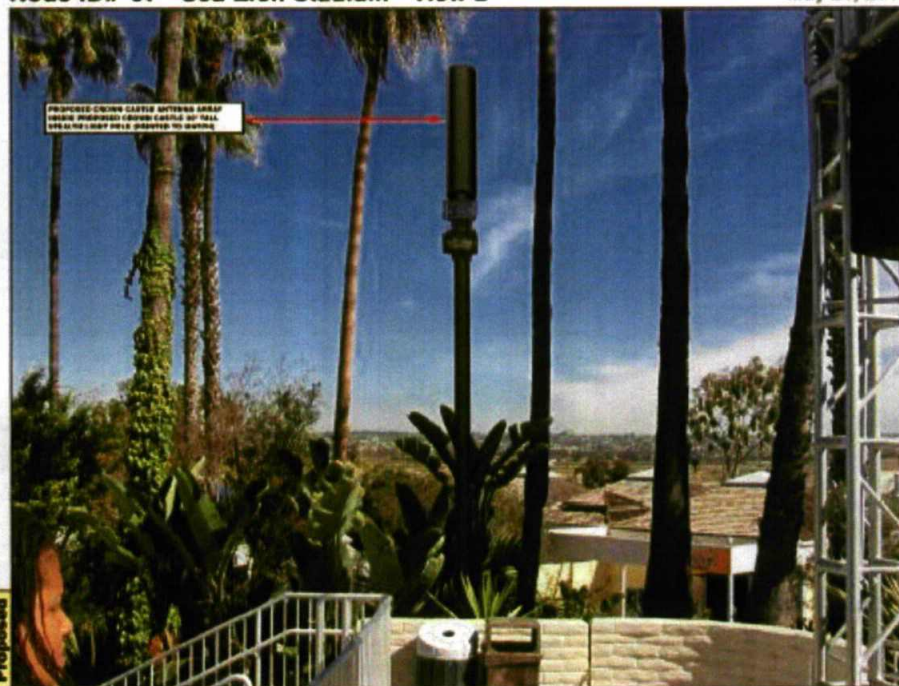


AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117



Node ID# 07 - Sea Lion Stadium - View 2

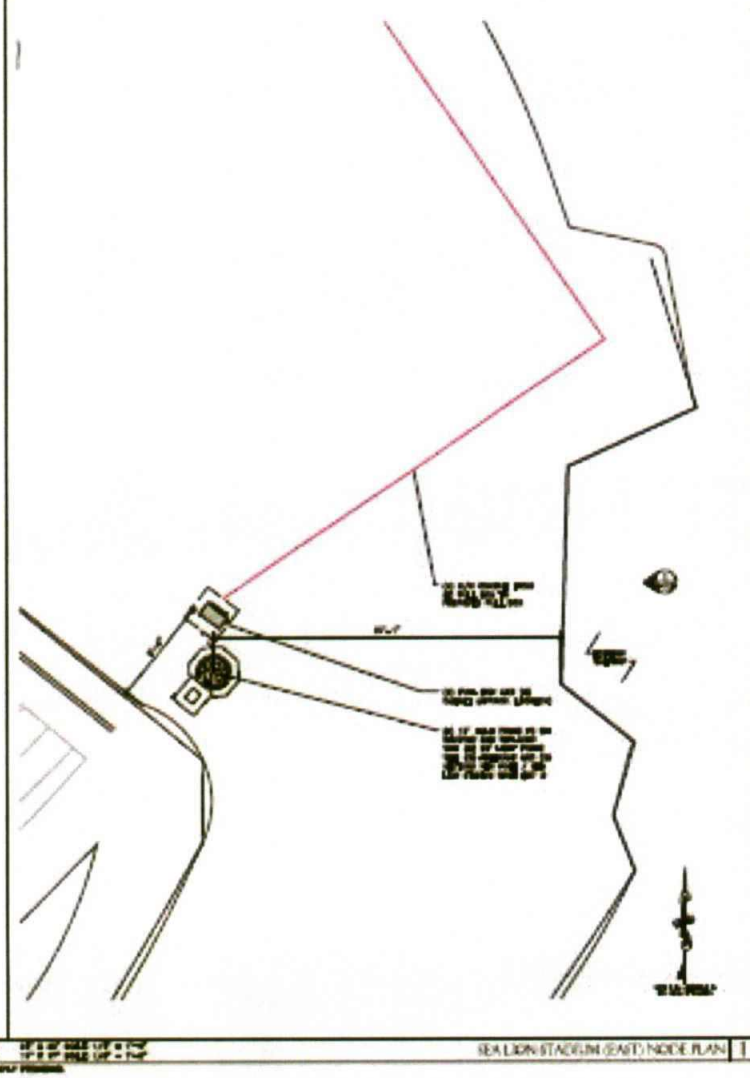
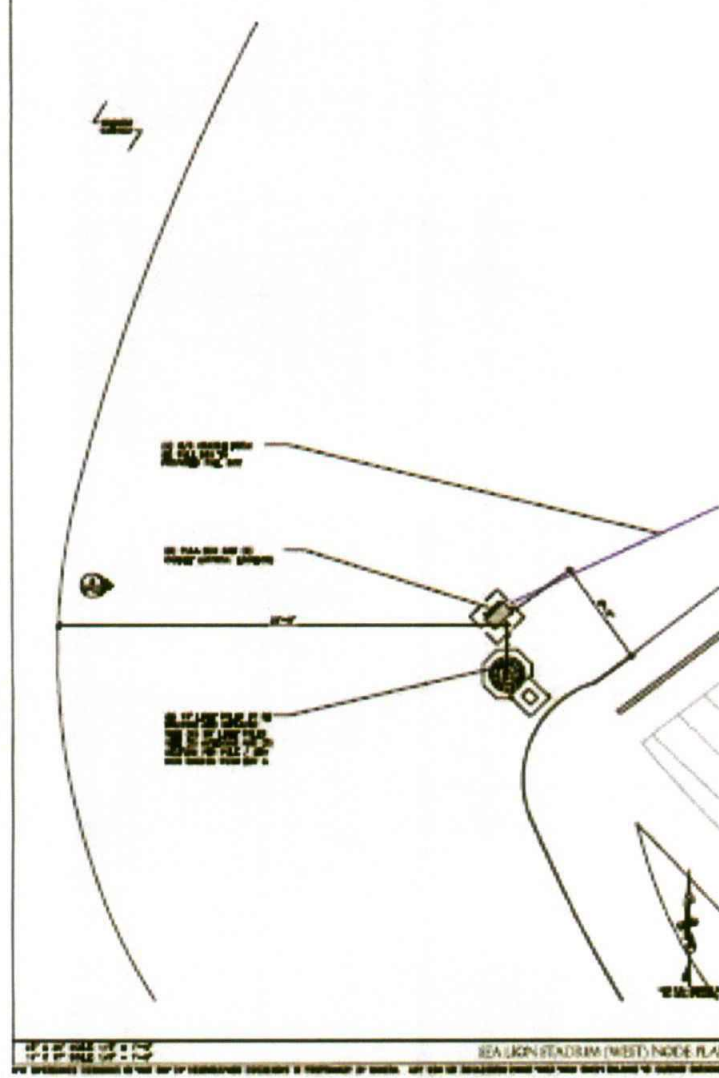
May 21, 2012

[illegible]

Prepared by: C.A.

PTS
Pacific Telecom Services, LLC
3150 E. Stuart Lane, Suite 200, Orem, UT 84058-3441

22

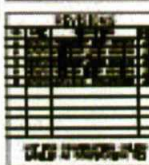


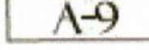


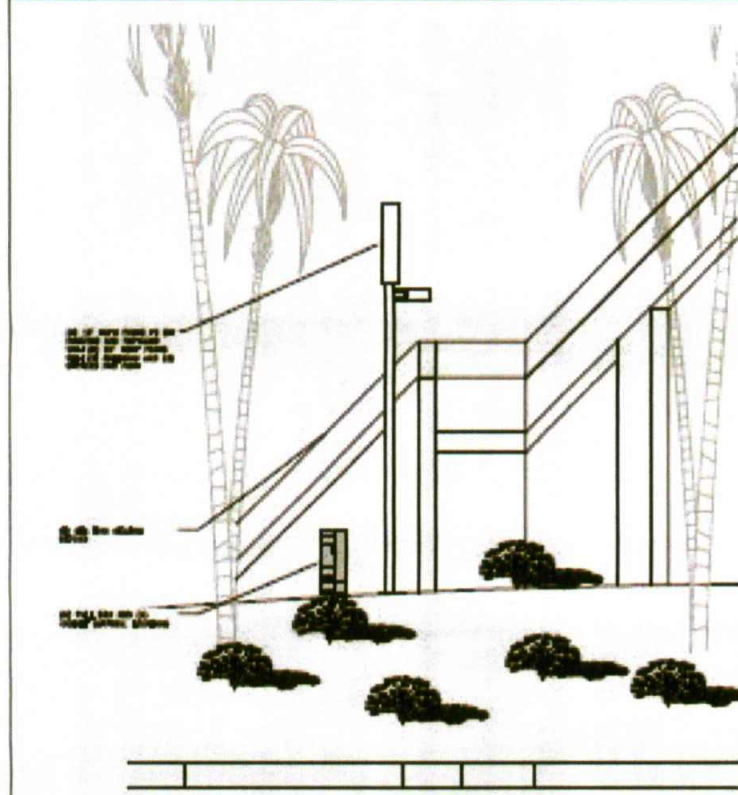


**SEAWORLD
SAN DIEGO**

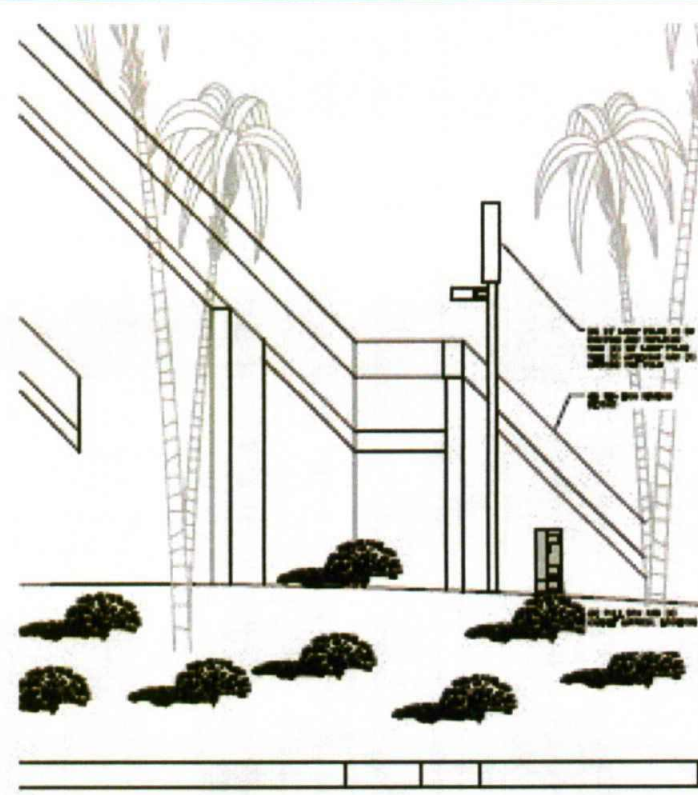
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SAN DIEGO, CA 92108







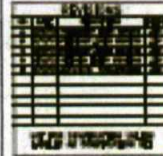
SEA LION STADIUM NODE - WEST (WEST ELEVATION) 2



SEA LION STADIUM NODE - EAST (EAST ELEVATION) 1



SEAWORLD
SAN DIEGO
1000 LA JOLLA VILLAGE
LA JOLLA, CA 92037



SAN DIEGO

SEAWORLD

500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904

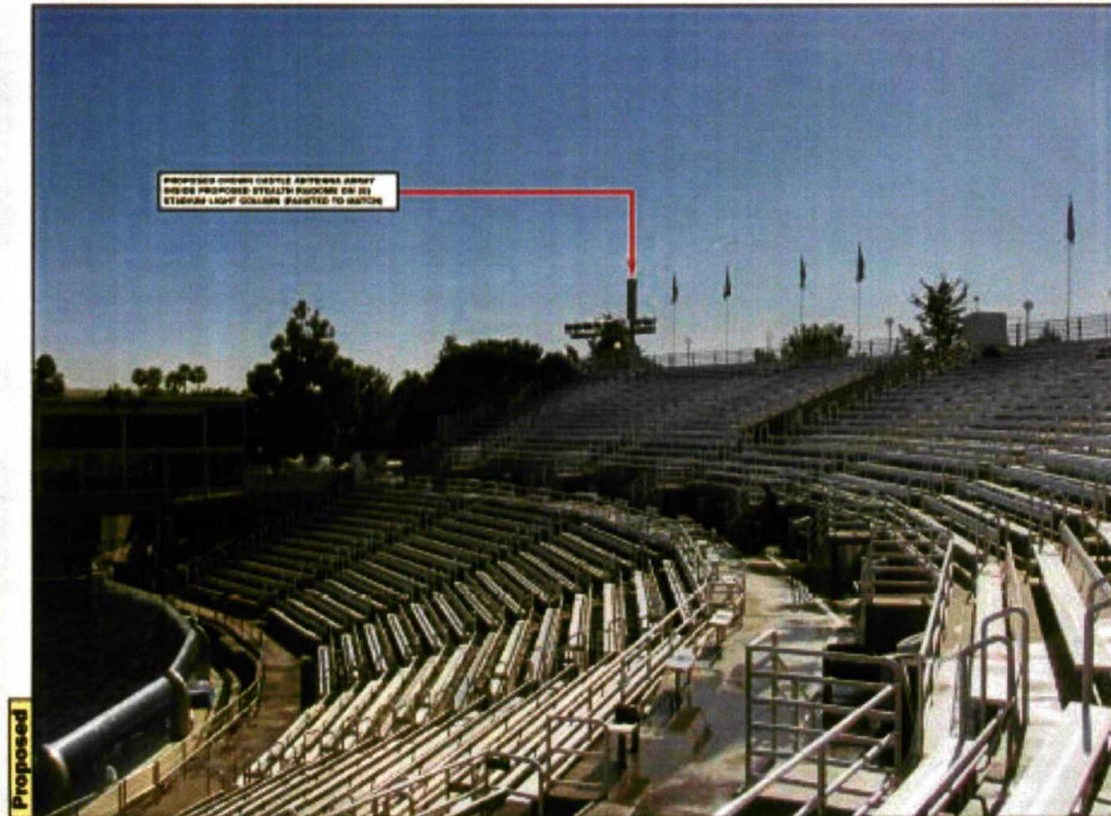


Node ID# 08 - Shamu Stadium - View 1

June 06, 2012



JSeas



This model view is based on a perspective view of the proposed project based on information provided by the client. Actual views will vary depending on topography, construction plans and therefore this model view is not responsible for any final production design changes. Model view disclaimer: On the subject that the proposed installation includes a model view. The proposed installation is an artistic representation of a view, and not intended to be an exact reproduction of an actual living view. The final installation will have visible, visible points, and various attachments, such as antennas, masts, and bolts. While every effort will be made to duplicate these components, they will not be exactly identical to the actual view as seen by the viewer, upon close scrutiny, the true nature of the installation will be apparent.

Prepared by: C.J.L.

PTS
Pacific Telecom Services, LLC
3120 E. Airport Loop Suite, Costa Mesa, CA 92626-3414

REV
3

SAN DIEGO

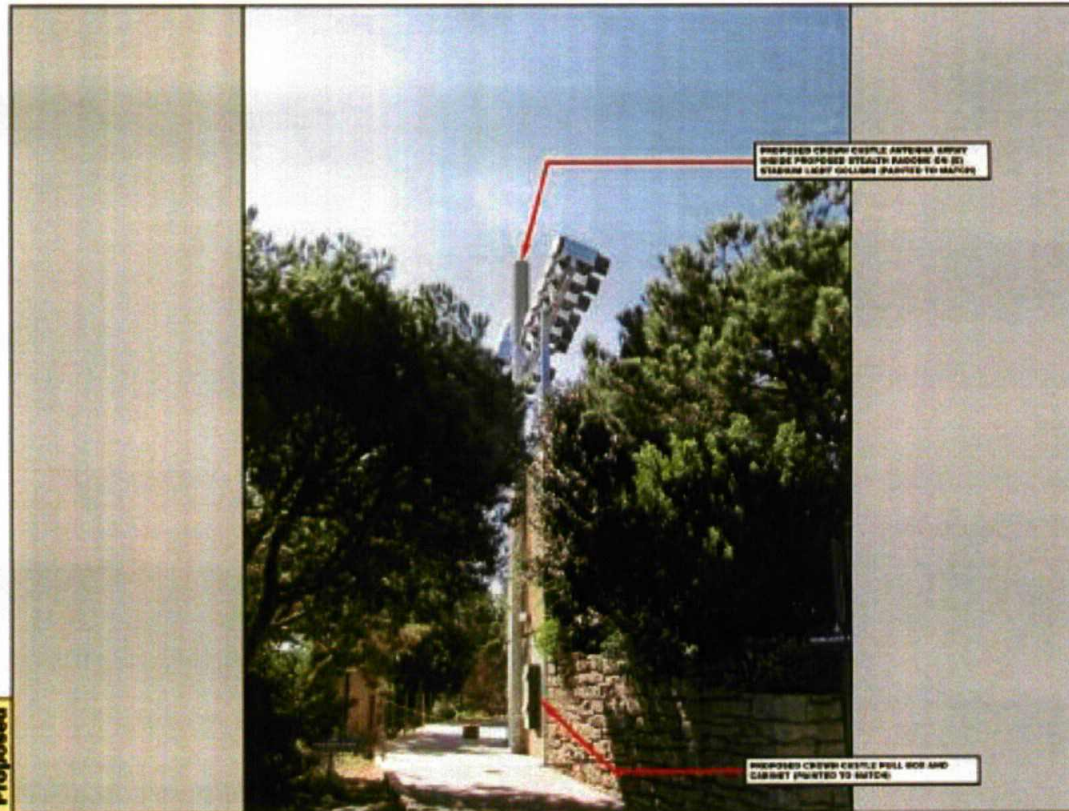
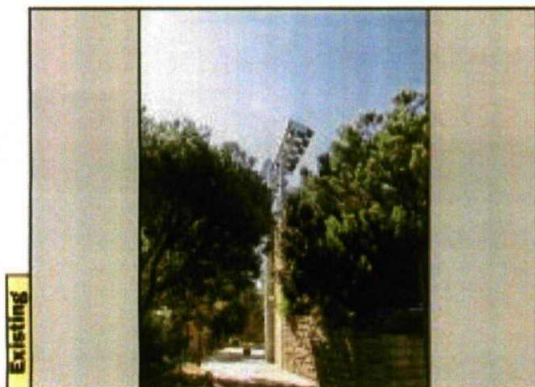
SEAWORLD

500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



Node ID# 08 - Shamu Stadium - View 2

June 06, 2012



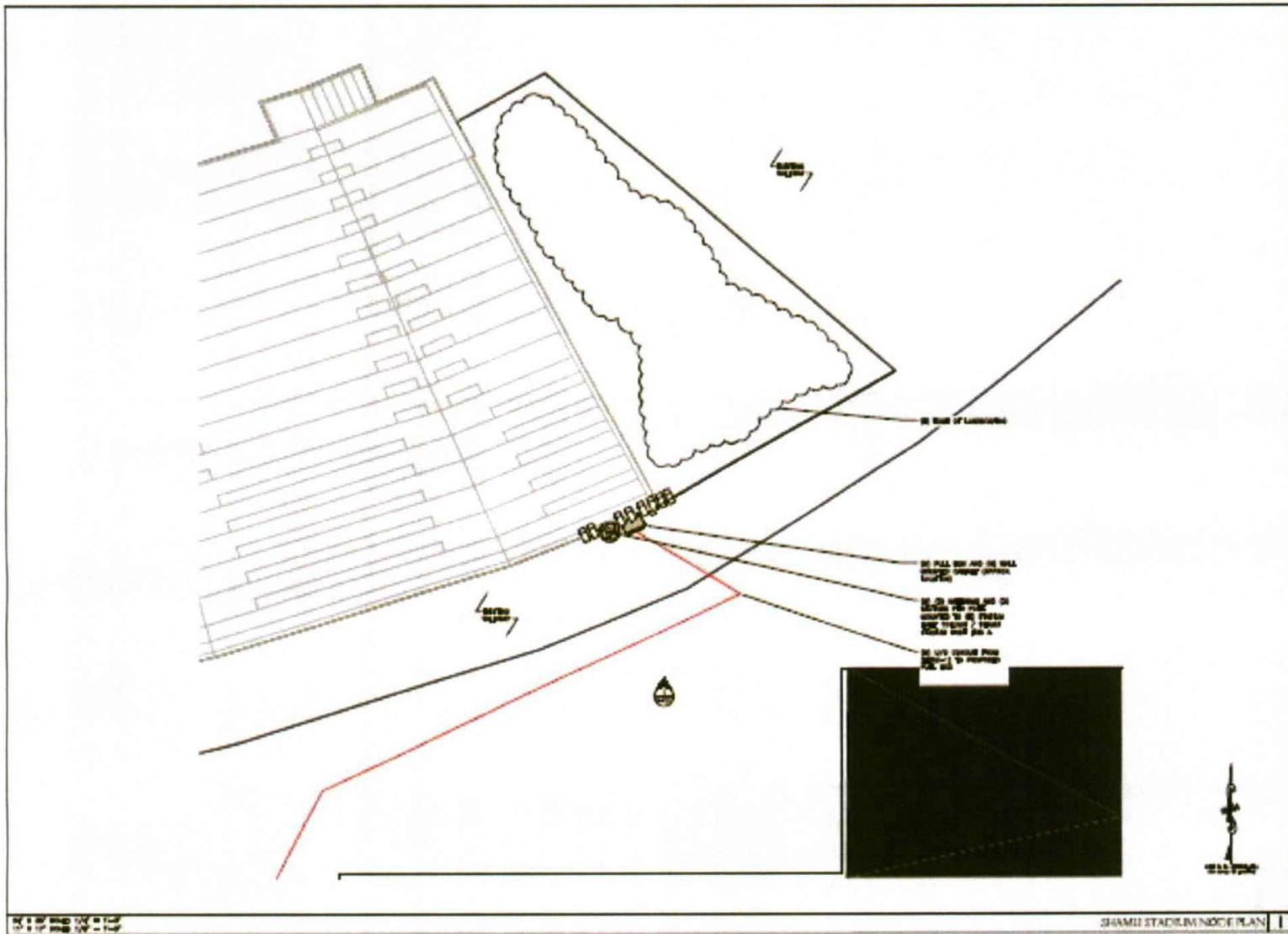
This illustration is a representation of the proposed project based on information provided by the client. All construction may vary depending on approved construction plans and therefore PTS Pacific Telecom Services, LLC is not responsible for any post-production design changes. **Minority disclaimer:** In the event that the proposed installation includes (3) elements: The proposed installation is an artistic representation of a tree, and not intended to be an exact reproduction of an actual living tree. The final installation may include, under parts, and various elements, such as antennas, masts, and masts. While every effort will be made to make these elements, they will not be exactly identical to the actual elements in reality. However, after some scrutiny, the true nature of the installation will be apparent.

sears

Prepared by: C.J.L.

PTS
Pacific Telecom Services, LLC
3119 E Alhambra Lane, Costa Mesa, CA 92626-3414

REV: 3



**SEA WORLD
SAN DIEGO**
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109

CROWN CASTLE

WESTOWER

PTS

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR CONSTRUCTION
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR CONSTRUCTION
4	ISSUED FOR CONSTRUCTION
5	ISSUED FOR CONSTRUCTION
6	ISSUED FOR CONSTRUCTION
7	ISSUED FOR CONSTRUCTION
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9	ISSUED FOR CONSTRUCTION
10	ISSUED FOR CONSTRUCTION

SEA WORLD

SEA WORLD

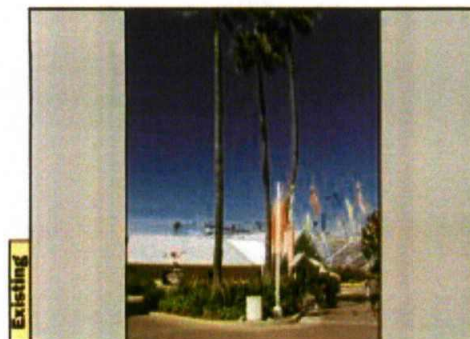
SEA WORLD

SEA WORLD

A-11.1

Page 38 of 48

SEAWORLD
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117



May 21, 2012

Node ID# 09 - Smoke House - View 1

[illegible]

Prepared by: CJL

PTS
Pacific Telecom Services, LLC
3450 E. Alameda Avenue, Suite 200, Denver, CO 80202-3444

1

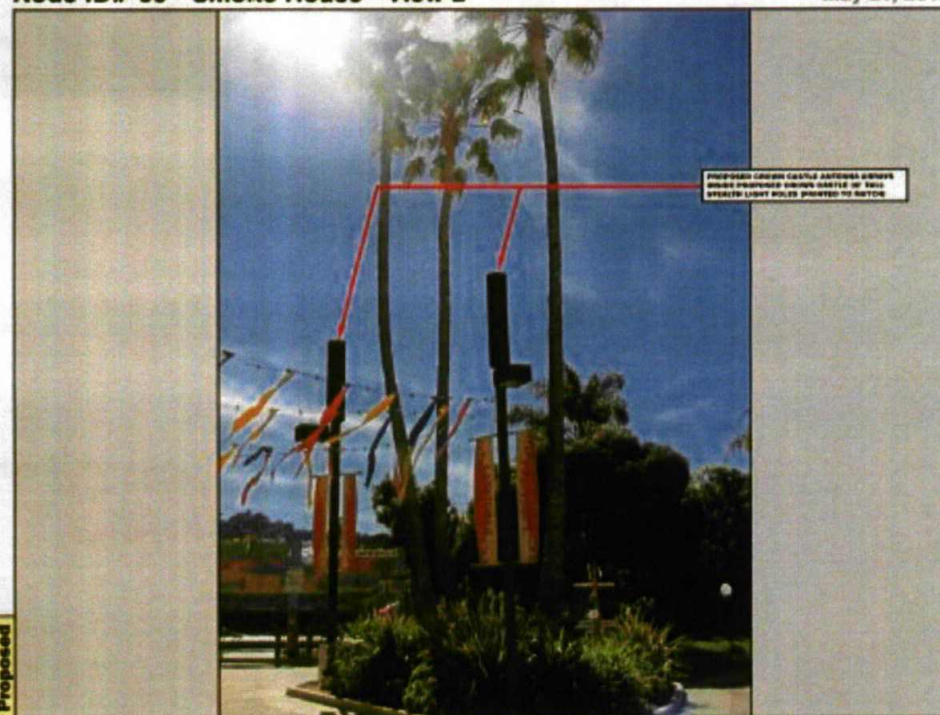
500 SEA WORLD DRIVE
SAN DIEGO, CA 92109-7904



AT&T Mobility
4430 Rosewood Drive
Pleasanton, CA 94588
John Halminski - Phone: (626) 241-2117

CROWN
CASTLE

May 21, 2012

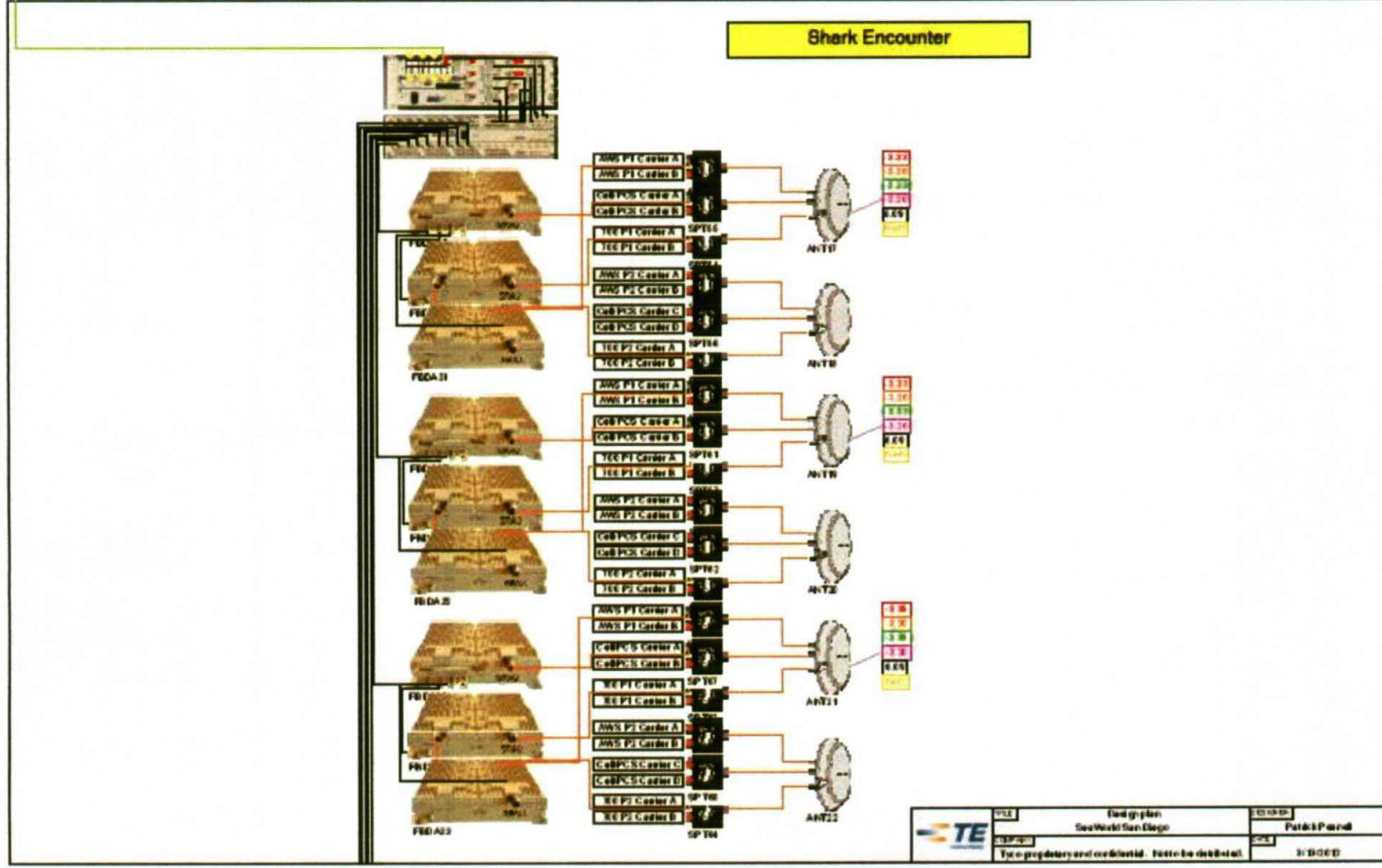
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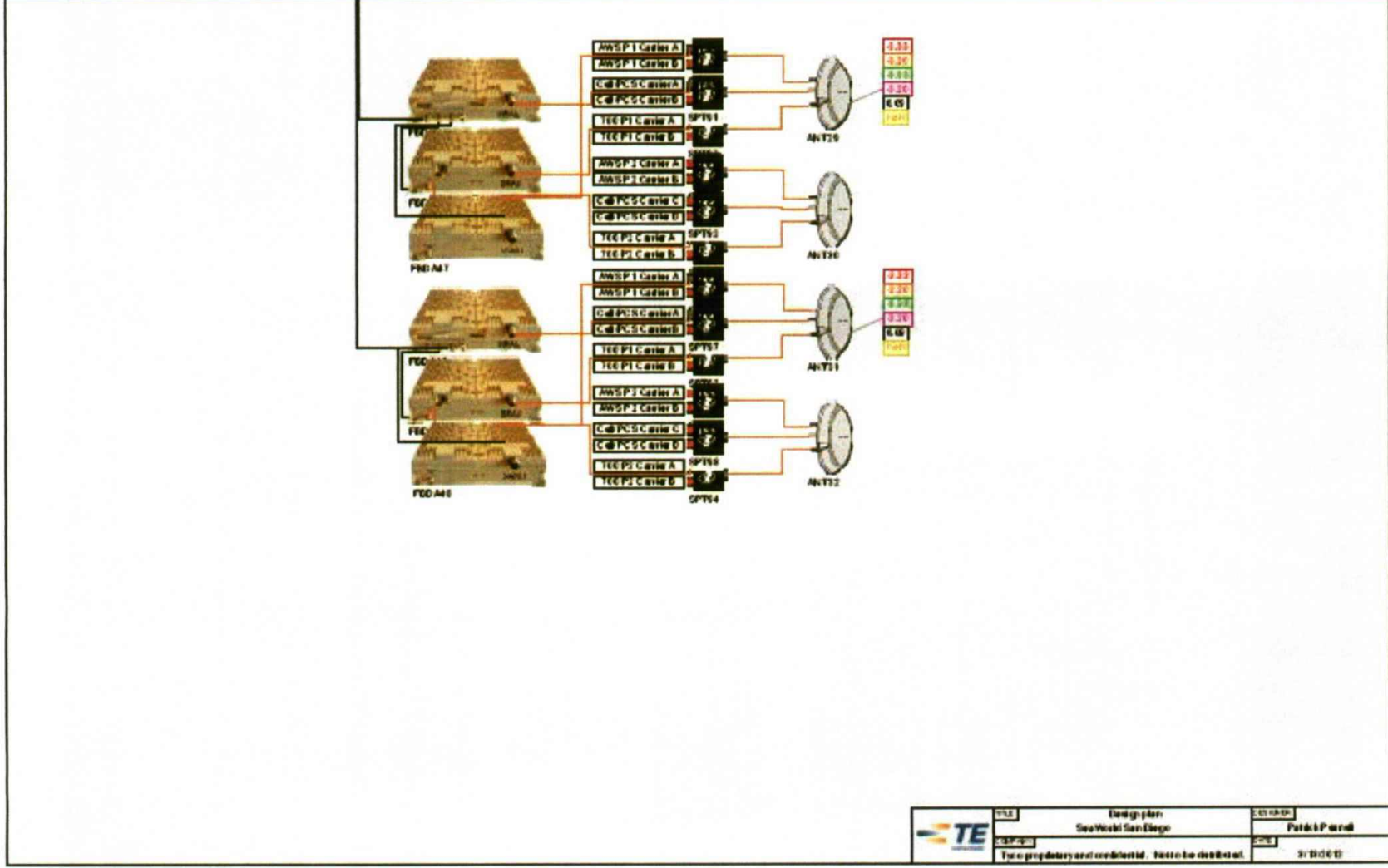
Prepared by: CJL

PTS
Pacific Telecom Services, LLC
2120 E. Street Lane Drive, Costa Mesa, CA 92626-3442

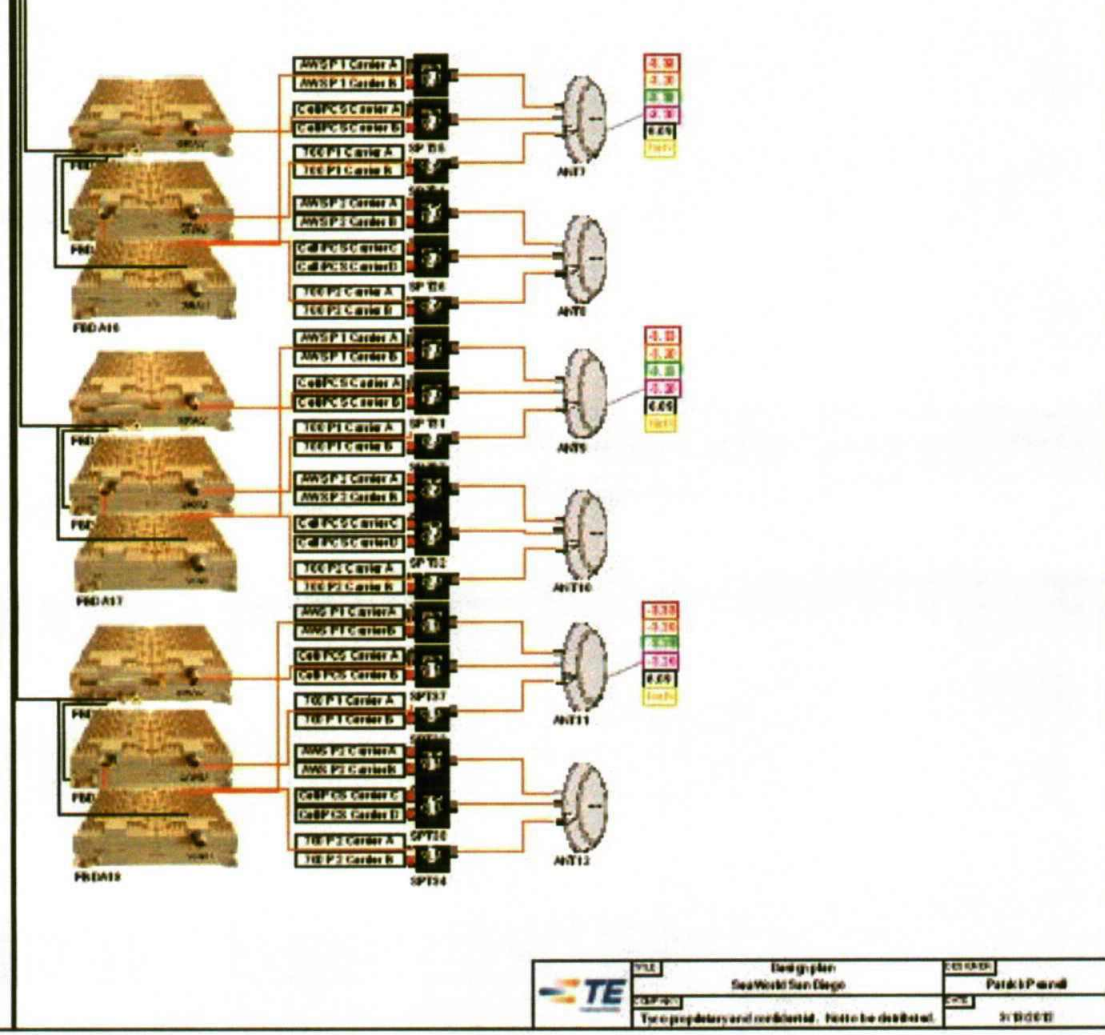
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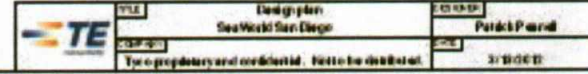
SHARK ENCOUNTER





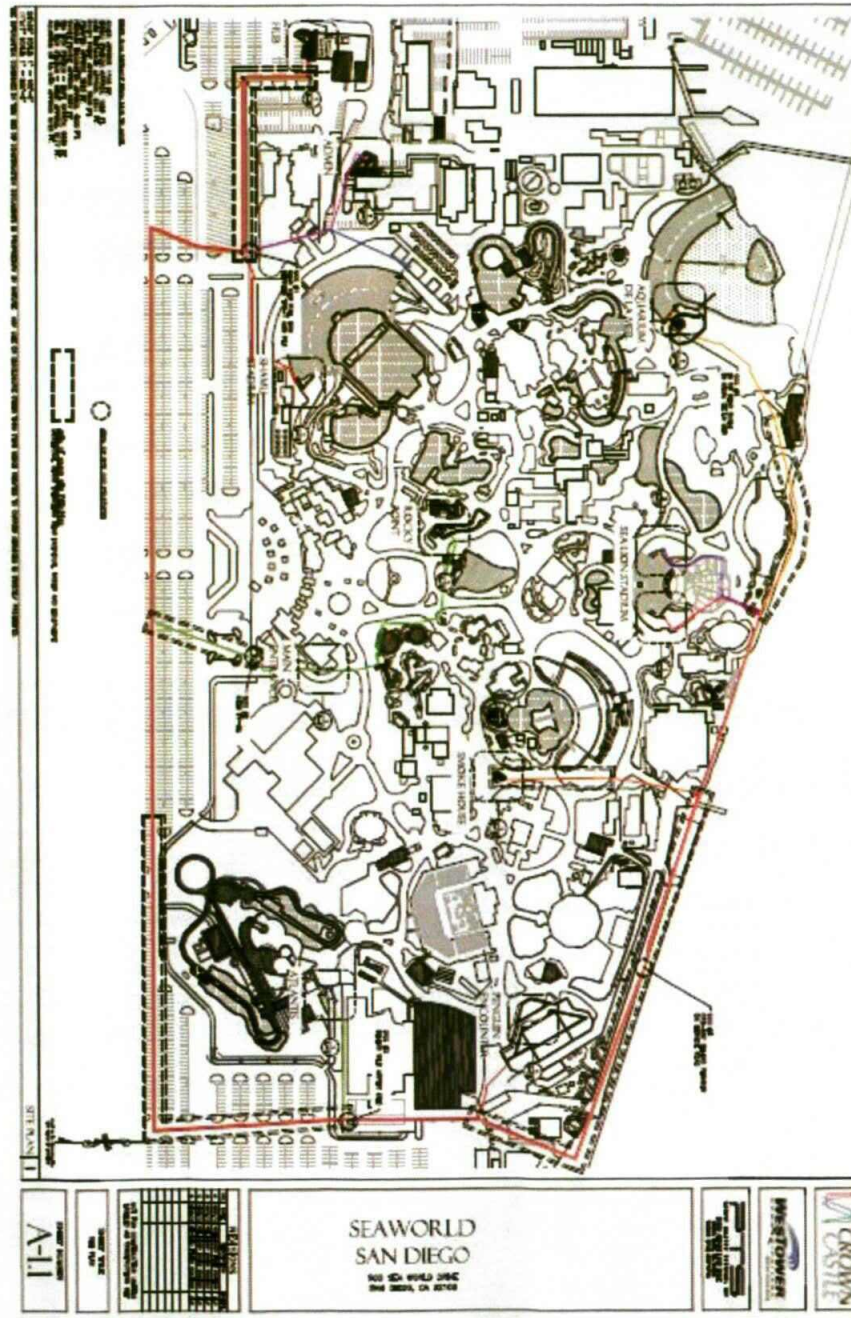
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	DESCRIPTION	SeaWorld San Diego	Project Period
	Drawn by		Scale
This is proprietary and confidential. Not to be distributed.		3/1/2013	





SCHEDULE 1A
FIBER NETWORK:

The fiber location is generally identified in the preliminary drawing below. During the design and installation process, the fiber network will be specifically identified and (may be changed) by mutual agreement of Licensor and Licensee. At the completion of the System installation, the Parties covenant that the drawings attached to this Schedule 1A will be replaced and updated with as-built drawings which shall become a part of this Agreement.



Licensors's Fiber Network Requirements ("Fiber Requirements"):

Licensee shall install the following in conjunction with its installation of the System:

- **72 strands of Singlemode fiber (terminated or unterminated, shared or unshared)**
- **72 strands of Singlemode fiber to meet the fiber rings' requirements feeding in and out of each Optical Cross Connect ("OCC") cabinet for the following locations:**
 - **Adventure Camp OCC #1**
 - **Front Gate OCC # 2**
 - **Wild Artic OCC # 3**
 - **Peguin OCC # 4**
 - **Cirque Del Mar OCC # 5**
- **24 strands of Singlemode fiber must terminate in each direction (to/from) each OCC cabinet**
- **Fiber Optic cable with a manufacturer warranty**
- **Fiber Optic OCC with a manufacturer warranty**

Licensee's estimated cost for installation of Licensors's fiber per the above Fiber Requirements is approximately Forty-Two Thousand Dollars (\$42,000).

SLA Schedule 2

Property

For all purposes of this SLA, the following terms shall be defined as follows:

Property: SeaWorld San Diego, 500 San Diego Dr., San Diego, CA 92109

Primary Purpose: An animal theme park, oceanarium and marine mammal park

SLA Schedule 3
Existing Agreements

<u>Tenant</u>	<u>Location</u>	<u>Type (tower, rooftop, etc.)</u>	<u>Term Expiration</u>
Pacific Bell Wireless, LLC (T-Mobile - Sublessee)	1720 South Shores Drive San Diego, CA 92109	Rooftop	01/31/2017 with an additional 5 year option if mutually agreed upon
New Cingular Wireless PCS, LLC (AT&T)		Rooftop	01/31/2016