

CITY OF SAN DIEGO CONSENT TO SUBLEASE

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of December 1, 2010 (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 "Master Lease") set forth in documents filed in the Office of the San Diego City Clerk as Document Nos. 762304; 765767; RR-259814; RR-263507; m 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, as sublessor, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Sublessee"), as sublessee, have entered into a sublease agreement for a portion of the Premises.

CITY hereby consents to LESSEE subleasing a portion of the Premises to Sublessee, provided all of the following conditions are and remain true throughout the term of the Sublease:

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

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

This Consent does not amend or otherwise modify the Master Lease.

THE CITY OF SAN DIEGO, a California municipal corporation

BY:



James F. Barwick, CCIM
Real Estate Assets Director

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("**Agreement**"), dated effective as of the latter of the signature dates below ("**Effective Date**"), is entered into by Sea World LLC, d/b/a SeaWorld San Diego, a Delaware limited liability company, having a mailing address of 500 Sea World Drive, San Diego, California 92109 (hereinafter referred to as "**Landlord**") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord is the owner of a certain maintenance/power generation building ("**Building**") located on ground commonly known and numbered as 500 Sea World Drive, in the County of San Diego, State of California (collectively, the "**Property**") under a lease between Landlord and The City of San Diego ("**Master Lessor**") for the premises commonly known as SeaWorld San Diego (the "**Master Lease**"). Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge that the Master Lease requires Landlord (as the lessee thereunder) to obtain Master Lessor's prior written consent before subleasing space within the Property, and such consent shall be a condition precedent to this Agreement and the parties' respective rights and obligations set forth herein. This Agreement shall be subordinate to the Master Lease in all respects and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in this Agreement.

Tenant desires to use a portion of the Property in connection with its federally licensed communications business to provide space for certain of Tenant's equipment necessary or advisable for the operation of its antennas and associated communications fixtures and equipment installed or to be installed on the roof of the Building. Landlord desires to grant to Tenant the right to use a portion of the Building in accordance with this Agreement.

The parties agree as follows:

1. **SUBLEASE OF PREMISES.** Landlord subleases to Tenant a certain portion of the Building consisting of approximately 350 square feet of space on the roof of the Building of the Communication Facility (as such term is defined in Paragraph 2 below) located in such portion of the roof of the Building as described on the attached **Exhibit 1**, and Landlord grants to Tenant access rights as expressly set forth in this Agreement including such easements as approved by Landlord and delineated on Exhibit 1 (collectively, the "**Premises**"). Landlord makes no representation or warranty whatsoever, express or implied, regarding the condition, or the fitness for any particular purpose or use, of the Property, Building or Premises, or any improvements therein, or any present or future use to which the same may be put. No rights, easements, licenses or other interests in or to the Property are acquired by Tenant, by implication or otherwise, except as expressly set forth herein. Except as otherwise expressly set forth herein, Tenant acknowledges and agrees it will lease the Premises "AS IS" and "WHERE IS." The execution of this Agreement by Tenant shall evidence Tenant's complete satisfaction with the condition of the Property, Building and Premises. Notwithstanding anything herein to the contrary, Landlord shall be entitled at any time to inspect the Premises and perform repair and maintenance work within the Premises in accordance with its customary business and maintenance practices; provided, however, that Landlord shall use commercially reasonable efforts to perform any such work without interference with Tenant's Communication Facility.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements,

which may include l beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises provided the plans and specifications therefor are approved by Landlord and Master Lessor (if required by the Master Lease) and installed and maintained by Tenant in accordance with the terms of this Agreement (collectively, the "**Communication Facility**"), as well as the right in accordance with the terms of this Agreement to test, survey and review title on the Property (collectively, the "**Permitted Use**"), but the Premises shall be used for no other purpose(s). Tenant shall have the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication service, at no additional cost to Landlord

Tenant shall not commit any waste upon the Property, Building or Premises or any legal nuisance or other act or thing which may unreasonably disturb (i) the conduct of Landlord's business on the Property, (ii) the quiet enjoyment of any other tenant of any portion of the Property, or (iii) the quiet enjoyment of occupants or visitors of the Property. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use provided the plans and specifications therefor are approved by Landlord and the Master Lessor and installed and maintained by Tenant in accordance with the terms of this Agreement. Tenant agrees to comply with all terms of the Master Lease and all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property, including without limitation all Federal Communication Commission ("FCC") regulations, SeaWorld Mission Bay Master Plan provisions, California Coastal Commission regulations, and City of San Diego ordinances. Upon prior notice to Landlord Tenant shall have the right but not the obligation to modify, supplement, replace, upgrade, expand, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the Term in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event that Tenant's proposed modification or replacement, will result in either (i) a material and adverse change in the aesthetic appearance of the Communication Facility when viewed by Landlord's invitees from locations on the Property in immediate proximity to the Premises to which such invitees have regular public access, as determined in Landlord's reasonable discretion, or (ii) a material increase in the structural dead load on the roof of the Building containing the Premises, then such changes shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that in no event shall Landlord condition such approval on an increase in Tenant's Rent or other direct or indirect cost under this Agreement. In the event that a material increase in the structural dead load on the roof of the Building containing the Premises requires a structural review as determined in Landlord's reasonable discretion, then Landlord shall have the right, but not the obligation, to engage a structural engineer to conduct a structural review of the proposed modification or replacement, and upon receipt of an invoice accompanied by reasonable substantiation of costs and expenses, Tenant shall reimburse Landlord for the actual reasonable cost of such review. Tenant shall provide plans to Landlord in connection with the foregoing, and also to the Master Lessor if Tenant is required to do so by the Master Lease. Any changes or modifications to the Communication Facility after the Effective Date are subject to the approval of the Master Lessor to the extent such approval is required by the Master Lease. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Tenant's plans and specifications for the Communication Facility shall include aesthetic stealthing for the Communication Facility which shall be compatible with the design and architectural style and treatment of Landlord's Building and approved by Landlord. Pictorial simulations of proposed construction shall be provided by Tenant for initial Landlord approval and detailed architectural and engineering drawings shall be provided by Tenant for final Landlord approval. Notwithstanding the foregoing, only after Landlord is furnished with satisfactory evidence of worker's compensation and general liability insurance naming Landlord and Master Lessor as additional insureds and otherwise in form and amount reasonably satisfactory to Landlord, shall Landlord give such approval of plans and specifications for construction. Tenant shall take all reasonable actions required to protect persons and property from injury and damage. All of the work shall be performed in accordance with good construction practices using first class materials and

shall be prosecuted with due diligence to completion. Upon completion of the work, Tenant, at its sole cost and expense, shall restore or cause to be restored as near as possible to the condition existing prior to the performance of the work any areas of the Property disturbed or damaged by any of Tenant's work. Tenant shall indemnify and hold Master Lessor and Landlord harmless from all claims, losses, costs and expenses, including attorneys fees and litigation expenses, relating to Tenant's construction or other activities on the Property, unless said claims, losses, costs or expenses are due to Master Lessor's or Landlord's negligence or willful misconduct. Tenant shall promptly pay its contractors and materialmen for all work done and performed by Tenant so as to prevent the assertion or imposition of any lien upon or against the Property, and shall provide Landlord with lien waivers, and should any such lien be asserted or filed, Tenant shall bond against or discharge the same within thirty (30) days after the filing or assertion of the same. In the event Tenant fails to remove said lien within said thirty (30) days, Landlord may, at its sole option, elect to satisfy and remove the lien by paying the full amount claimed or otherwise, without investigating the validity thereof, and Tenant shall pay Landlord upon demand via written notice the amount paid out by Landlord in Tenant's behalf, including Landlord's attorney's fees, costs and expenses, or Tenant shall be in default hereunder. Landlord's election to discharge liens as provided hereunder shall not be construed to be a waiver or cure of Tenant's default hereunder. Tenant shall, at Tenant's expense, keep and maintain the Communication Facility now or hereafter located on the Property in commercially reasonable condition and repair during the Term of this Agreement, normal wear and tear and casualty excepted. Tenant shall keep its Communication Facility and the areas immediately surrounding the Communication Facility neat and clean. Tenant shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create a legal nuisance, or unreasonably disturb any other tenant of the Property or Landlord in its business operations conducted on the Property. Tenant shall ensure that a principle objective of Communication Facility shall be to serve Tenant's customers visiting the Property. Landlord shall have no obligation to license, maintain, operate or safeguard the Communication Facility. The access to, installation, maintenance and operation of the Communication Facility must at all times be in strict compliance with any technical standards of Landlord, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the FCC, Federal Aviation Administration, City of San Diego Zoning, Building and Fire Codes, Sea World Mission Bay Plan, and California Coastal Commission regulations) and any rules, regulations and policies of Master Lessor or Landlord pertaining to the Property. Tenant shall be responsible for securing and maintaining all permits and approvals for the construction and use of the Communication Facility.

3. TERM.

(a) The initial sublease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date. Notwithstanding the occurrence of the Effective Date, both parties' obligations hereunder shall be conditioned upon Landlord's receipt of Master Lessor's written consent to this Agreement.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least two (2) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the immediately preceding lease year plus three percent (3%). If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

(e) Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Communication Facility from the Property. In the event Tenant fails to remove its improvements, equipments and all other property from the Premises within ten (10) days from the termination of this Agreement, Tenant shall pay Landlord for all cost and expense associated with such removal. Within thirty (30) days of the expiration or termination of the Term of this Agreement, Tenant does hereby agree to restore the Premises to the same condition as received by it on the commencement of the Initial Term, reasonable wear and tear and casualty excepted. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Agreement. If, after the expiration of this Agreement, Tenant shall remain in possession of the Premises with Landlord's consent and continue to pay Rent, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month during the Holdover Term, subject to all the terms, obligations, additional rent, and conditions of this Agreement on the part of Tenant to be observed and performed and at a monthly Rent equivalent to one hundred fifty percent (150%) of the monthly installment of Rent hereinabove provided for during the last month of the most recent Initial Term or Extension Term, payable in advance on the same day of each calendar month. Any holding over without the consent of Landlord shall be illegal and in violation of this Agreement and shall entitle Landlord to its rights hereunder as well as all rights provided by law. In addition, should any holdover without consent extend for more than ten (10) days, Landlord may terminate supplied electrical power to the Tenant's Facilities and remove the Communication Facility from the Premises at Tenant's expense after giving five (5) days prior written notice to Tenant.

4. RENT; SECURITY DEPOSIT.

(a) Commencing on the Effective Date, Tenant will pay Landlord a monthly rental payment of Three Thousand Six Hundred and No/100 Dollars (\$3,600.00) ("Rent"), without deduction or set-off of any kind, at the address set forth above and on or before the first (1st) day of each calendar month in advance during the Term. In partial months occurring after the Effective Date, Rent will be prorated. Tenant's obligation to pay Rent shall survive expiration or earlier termination of this Agreement. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Effective Date.

(b) On each anniversary of the Effective Date, during the Initial Term, and each Extension Term thereafter, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) If Tenant shall fail to pay, within ten (10) days after the date Tenant receives written notice from Landlord, that any installment of Rent or any other payment amount due hereunder is past due, Tenant shall pay Landlord as a late charge equal to five percent (5%) of the amount of such overdue payment (the "Late Charge"). Tenant acknowledges that the foregoing Late Charge is equitable compensation to Landlord, which is intended to reasonably compensate Landlord for the administrative, accounting, processing and collection costs which are caused by Tenant's failure to pay the Rent or other payment amount when due, and that the exact amount of Landlord's extra costs is difficult or impractical to specifically establish. Acceptance by Landlord of the foregoing Late Charge shall not constitute a waiver of any rights or remedies of Landlord. The failure of Landlord to notify Tenant of any Late Charge due as additional rent hereunder shall not be deemed a waiver of the right of Landlord to collect such sums at any future date retroactively.

(d) Within forty-five (45) days following the Effective Date, Tenant shall deposit with Landlord the sum of Six Thousand Dollars (\$6,000.00) as security for Tenant's full and faithful performance of all the terms, covenants and conditions of this Agreement, and Landlord shall be entitled to commingle such deposit with the other funds of Landlord. Landlord shall return such sum, without interest, after the expiration of the Term hereof, as the same may be extended by renewal or otherwise, if Tenant has fully and faithfully carried out all of the terms, covenants and conditions of this Agreement. Landlord may apply any part of such deposit to cure any of Tenant's defaults. In such event, Tenant shall,

upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the Term. Tenant shall not mortgage, assign or encumber the security deposited hereunder without Landlord's written consent, and any attempt to do so shall be void.

5. APPROVALS.

(a) Landlord and Tenant agree that this Agreement is contingent upon Landlord's ability to secure approval of this Agreement from Master Lessor and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals provided Landlord is not obligated to expend any funds or incur any liability in connection therewith. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities at Tenant's sole cost and expense and Tenant shall indemnify and hold Landlord harmless from any claim relating thereto. Any utility lines necessary for such power or other utilities will be at locations and upon terms and conditions reasonably acceptable to Landlord and the servicing utility company.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice, and Tenant shall furnish Landlord with copies of the same within thirty (30) days of Tenant's receipt of Landlord's written request therefor. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord provided such termination occurs prior to the date Tenant commences any construction on the Property or Premises.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals. Notwithstanding anything to the contrary herein, Tenant's right to conduct any investigations and tests on the Property shall be subject to the following: (a) such access shall be scheduled through Landlord, (b) any test shall not materially interfere with the conduct of Landlord's business, and (c) with respect to any test relating to the Property (i) such test shall not materially alter, damage or reduce the value of the Property or result in property damage or personal injury to the adjoining landowners or the general public; (ii) the Property shall be restored to substantially identical condition; (iii) shall be performed at the sole cost and expense of Tenant; (iv) Tenant's designees conducting such test shall be properly licensed and qualified therefor, shall comply with all applicable laws, rules and regulations pertaining thereto, and shall exercise due care with respect thereof; (v) Tenant shall not suffer or permit any mechanic's or materialman's lien or any other lien in connection with the performance of such test to attach to or remain outstanding against the Property or any part thereof; (vi) Tenant shall procure and maintain all insurance coverages described in Section 7 hereof insuring against all liabilities, claims, damages and losses to persons and property arising by reason of the activities of Tenant or its designees on the Property; and (vii) Tenant agrees to exonerate, hold harmless, defend, protect and indemnify Master Lessor and Landlord from and against any and all losses, damages, claims, suits, judgments, costs, injury to or death of persons or damage to the Property or to the property of any third party, arising out of or attributable to the use of the Property by Tenant or its designees.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 (Default and Right to Cure) of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Landlord upon written notice to Tenant, if Landlord is unable to obtain the consent of Master Lessor to this Agreement or if such consent is revoked or terminated for any reason;

(d) by Tenant upon written notice to Landlord for any reason, at any time prior to the commencement of construction of the Communication Facility;

(e) by Landlord if Landlord has first delivered written notice to Tenant based upon Landlord's reasonable and objective determination that Tenant's Communication Facility interferes with Landlord's operations at the Property or the operations of Landlord's pre-existing licenses or tenants, and Tenant thereafter fails to eliminate such interference within five (5) business days after receipt of such written notification. Notwithstanding the foregoing, in the event Tenant de-powers its Communication Facility (except for intermittent testing) within such five (5) business day period, and thereafter, Tenant diligently undertakes in good faith to resolve the interference attributable to Tenant's Communication Facility, then Landlord's election to terminate this Agreement shall be of no force and effect. For purposes of this Section 7(e), the term "interferes" shall mean a material and adverse electronic or physical obstruction with Landlord's operations or the operations of Landlord's pre-existing licenses or tenants, provided that such operations are installed and operating in compliance with laws and regulations;

(f) by Tenant upon written notice to Landlord in the event that Landlord modifies or amends the Master Lease with the Master Lessor, and such modification or amendment results in any actual or potential increase of any cost or liability of Tenant under this Agreement.

7. INSURANCE.

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, and Commercial Automobile Liability Insurance in the amount of at least One Million and no/100 Dollars (\$1,000,000.00) per accident. In addition, Tenant hereby agrees to furnish and maintain at its own cost and expense, insurance policies underwritten by good and solvent insurance companies, protecting the legal liability of Tenant under the Worker's Compensation Act of the State of California, or similar statute or law, to pay claims for personal injuries sustained by its employees, including death resulting therefrom, and employer's liability coverage shall be included, with a limit of not less than \$2,000,000.00. Within ten (10) days following the Effective Date, Tenant shall provide Landlord and Master Lessor with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 7 including both Landlord and Master Lessor as additional insureds under required general liability coverage. The COI including Landlord shall provide that: SeaWorld Parks & Entertainment, Inc., Sea World LLC, and their direct and indirect subsidiaries and affiliated entities, including any entity directly or indirectly controlling, controlled by or under common control of either of them are named as additional insured with a cross liability clause on their behalf. Such COI also shall provide for a waiver of subrogation in favor of such parties respecting Tenant's worker's compensation and employer's liability coverages. Such Certificate of Insurance shall provide that such insurance coverages shall not be materially altered or cancelled without at least thirty (30) days prior written notice to both Landlord and Master Lessor by Tenant's insurance carriers.

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.

Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 7.

(c) Each party shall be included as an additional insured on the other's general liability policy, provided, however, that all insurance provided to Landlord by Tenant shall be primary and any insurance maintained by Landlord shall be excess and not contributing with Tenant's insurance.

8. INTERFERENCE.

(a) Tenant shall operate the Communication Facility in compliance with all FCC requirements and Tenant shall ensure that its Communication Facility does not interfere with the communications facilities of Landlord or other lessees or licensees of the Property, including without limitation the communication facilities of T-Mobile (f/k/a Pacific Bell Wireless), Landlord's existing cellular transmission facility sublessee. Tenant shall conduct an intermod/interference test and provide the test results to Landlord, which test results shall confirm that Tenant's contemplated use of the Premises will not interfere with the communications facilities on the Property by Landlord or any existing tenants or licensees of Landlord provided such facilities are operating in compliance with laws and regulations. Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Landlord shall have no obligation to modify its operations or proposed operations, or in any other manner adjust its business to accommodate Tenant's use of the Communication Facility. Should such harmful interference be identified as being caused by the Communication Facility, Tenant shall promptly eliminate said interference.

(b) Subsequent to the installation of the Communication Facility, Landlord will make commercially reasonable efforts to not permit its lessees or licensees to, install new equipment on or make any alterations to the Property, if such modifications are likely to cause interference with Tenant's operations.

(c) Landlord will not use, nor will Landlord permit its employees, agents or independent contractors to use the Property in any way which causes material and adverse interference with Tenant's Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within three (3) business days after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall use best efforts to cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. For purposes of this Section 8(c), the term "interference" shall mean a material and adverse electronic or physical obstruction with Tenant's Communication Facility provided that Tenant's Communication Facility is installed and operating in compliance with laws and regulations.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or

intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

(d) The obligations of Tenant and Landlord under this Section 9 relating to events occurring during the Term shall survive the expiration or other termination of this Agreement.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) that the Master Lease is in full force and effect; and (ii) to the best of Landlord's knowledge, neither Master Lessor under the Master Lease nor Landlord is in default under any of the terms or conditions of the Master Lease; (iii) upon request of Tenant, Landlord shall use all reasonable efforts to cause the Master Lessor under the Master Lease to observe and/or perform its obligations under the Master Lease to the extent such obligations reasonably relate to any of Tenant's rights, costs or liabilities under this Agreement; (iv) except as set forth in Subsection 10(b)(vii), Landlord shall not modify or amend the Master Lease in any way which would materially and adversely affect the rights of Tenant; (v) Landlord shall not terminate the Master Lease without concurrently either (1) securing a new agreement between Landlord and Master Lessor which new agreement fully recognizes Tenant's rights hereunder on the same terms and conditions, or (2) using best efforts to secure a new agreement directly between the Master Lessor and Tenant on the same terms and conditions set forth herein or upon such other terms and conditions which Tenant shall have the right to approve in Tenant's reasonable discretion; (vi) in the event that Landlord modifies or amends the Master Lease with the Master Lessor, Landlord shall use reasonable efforts to avoid any actual or potential increase of any cost or liability of Tenant under this Agreement; (vii) in the event that any modification or amendment of the Master Lease, or to any addendum or rate schedule apart thereof, results in an actual or potential increase in any cost to Landlord directly related to this Agreement, despite Landlord's reasonable efforts to avoid any such actual or potential increase, Landlord shall have the right to pass through such actual or potential increase to Tenant, and Landlord shall promptly notify Tenant in writing, and Tenant may thereafter elect to either (1) terminate this Agreement pursuant to Section 6(f), or (2) promptly enter into an amendment to this Agreement documenting such actual or potential increase in cost; provided that Tenant shall not be responsible directly or indirectly for any such increase in cost until and unless Landlord and Tenant enter into an amendment to this Agreement incorporating any such actual or potential increase in any cost to Tenant under this Agreement, and including, but not limited to, a the specific section reference to the Master Lease in such amendment. Landlord and Tenant hereby acknowledge and confirm that Tenant shall be under an obligation to execute and deliver such an amendment in the event that Tenant does not terminate this Agreement; and (viii) Landlord shall use reasonable efforts to timely comply with all of the terms, covenants and conditions of the Master Lease.

(c) Landlord further represents and warrants that (i) Landlord controls the Property by lease; (ii) as long as Tenant is not in default beyond any applicable cure period, then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord shall use commercially reasonable efforts to provide promptly to Tenant a commercially reasonable form of Subordination, Non-Disturbance and Attornment Agreement, and (iv) Landlord shall use all reasonable efforts to secure a non-disturbance agreement from Master Lessor recognizing Tenant's rights to remain in possession of the Premises on the terms and conditions contained in this Agreement for the Term hereof with Master Lessor on a direct lease basis in the event of a termination of this Agreement for any reason other than a termination caused solely by Tenant.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that Tenant shall not be responsible in any manner for any hazardous materials or hazardous conditions (i) which exist on the Property or the Premises as of the Effective Date or (ii) which may exist after the Effective Date and which are not caused by Tenant. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

(e) In the event Landlord becomes aware of any hazardous materials on the Property, or any environmental or hazardous material condition or matter relating to the Premises that, in Landlord's sole determination, renders the condition of the Premises or Property unsuitable for leasing, or continued leasing of the Premises would expose Landlord to undue risks of government action, intervention or third-party liability, Landlord will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon sixty (60) days prior written notice to Tenant.

12. ACCESS. Subject to the terms as hereafter described in Section 12, at all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises in accordance with the terms of this Agreement. Tenant shall arrange for access to the Property through Landlord. Tenant may enter the Property to repair and maintain Communication Facility during normal business hours upon giving two (2) business days advance notice to Landlord identifying who will be arriving when, and the purpose for such access. In the event emergency access is required, Tenant shall give as much advance notice to Landlord as shall be reasonable under the circumstances and Landlord shall use commercially reasonable efforts to provide access to Tenant under such emergency circumstances. Tenant's access to the Premises shall be subject to such reasonable security procedures and rules and regulations as Landlord shall reasonably determine, including compliance with Landlord's substance abuse policies as the same are amended from time to time. Landlord may have a representative accompany Tenant while on Landlord's

Property. In the event any public utility is unable to use the access provided to Tenant then the Landlord agrees to grant additional commercially reasonable access to the public utility, for the benefit of Tenant, at no cost to Tenant. Notwithstanding the foregoing, in the event of a bona fide emergency (including the failure of any portion of the Communication Facility), Tenant may have access to the Premises twenty-four (24) hours per day, seven (7) days per week. If Landlord supervision is required to accommodate Tenant's emergency access during normal business hours of Landlord, then Landlord reserves the right to charge Tenant for the cost of providing supervision when Tenant's emergency access to the Premises is required

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Tenant will restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Building and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord and reimburse Landlord for the electrical usage. Tenant shall initially pay Landlord the amount of Eight Hundred Fifty and No/100 (\$850.00) per month as additional rent ("**Additional Rent**") based upon an anticipated rate of twelve cents (\$0.12) per kilowatt, with such amount to be adjusted upon installation of a submeter upon which the Additional Rent shall be adjusted to reflect actual usage. The Additional Rent shall be paid to Landlord without deduction or set-off of any kind, at the address set forth above and on or before the first (1st) day of each calendar month in advance during the Term. When submetering is necessary and available, Landlord will read the meter on a periodic basis (at least once a year) and provide Tenant with an invoice based on the data usage. Such invoice will set forth the overpayment or underpayment by Tenant for such time period. If the invoice shows an overpayment, Landlord will reimburse such overpayment within thirty (30) days of the invoice. If the invoice shows an underpayment by Tenant, Tenant will be required to deliver payment to Landlord within thirty (30) days of receipt of the invoice. Landlord will reasonably cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant; provided, however, that Landlord shall not be obligated to expend any funds or incur any liability in connection therewith. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord. In the event that such submetering requires an upgrade or modification of Landlord's utilities Tenant shall be responsible for the cost of such upgrade or modification.

15. **DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable

diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

(c) In the event Tenant fails to cure any default of this Agreement within the applicable time period for Tenant to cure such default thereafter, Landlord may, but shall not be required to, cure any default by Tenant and/or perform any of the work without further notice or delay. Tenant shall reimburse Landlord within thirty (30) days of receipt of Landlord's invoice for any costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord in curing a default or performing any of the work as provided above.

16. ASSIGNMENT/SUBLEASE. Tenant may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may upon written notice to Landlord, assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to delivery to Landlord of an assumption agreement in form reasonably acceptable to Landlord. Upon assignment, Tenant shall not be relieved of any future performance, liabilities, obligations under this Agreement unless Landlord expressly elects to release Tenant in a written novation or release agreement at the time of such assignment and assumption. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein. The term "Landlord" as used in this Agreement, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the Landlord at the time in question, and in the event of the assignment of this Agreement and/or the conveyance of Landlord's leasehold estate under the Master Lease, then the transferor shall be automatically relieved of all liability after the date of such transfer with respect to the performance of any obligations on the part of Landlord contained in this Agreement arising out of acts thereafter occurring or covenants thereafter to be performed upon the execution of an assignment and assumption agreement it being intended that all of the obligations contained in this Agreement to be performed by Landlord shall be binding upon Landlord, its successors and assigns, only during and in respect of their respective periods of ownership of the Agreement. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: SS0067; Cell Site Name: Sea World (CA)
 Fixed Asset Number: 10090954
 12555 Cingular Way, Suite 1300
 Alpharetta, Georgia 30004

With a required copy of the Notice sent to the addresses above to AT&T Legal Department at:

If sent via certified or registered mail:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: SS0067; Cell Site Name: Sea World (CA)
Fixed Asset No: 10090954
P.O. Box 97061
Redmond, Washington 98073-9761

Or, if sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: SS0067; Cell Site Name: Sea World (CA)
Fixed Asset No: 10090954
16331 NE 72nd Way
Redmond, Washington 98052-7827

If to Landlord: Sea World LLC
500 Sea World Drive
San Diego, California 92109
Attn: VP, Finance

With a copy to: SeaWorld Parks & Entertainment, Inc.
9205 SouthPark Centre Loop, Suite 400
Orlando, FL 32819
Attn: General Counsel

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

20. CASUALTY. Landlord will provide prompt notice to Tenant of any casualty affecting the Building. If any part of the Communication Facility or Building is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. If notice of termination is given, or if Tenant undertakes to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property until such time as Tenant is able to secure a replacement

transmission location or the reconstruction of the Communication Facility is completed and all terms of this Agreement shall apply so such temporary location, including the payment of Rent hereunder.

21. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, subject to the terms and conditions of this Agreement.

22. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord which shall not include the Communication Facility or any leasehold improvement of Tenant. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's Communication Facility and any equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises promptly after Tenant's request therefor. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against Tenant's Communication Facility or leasehold improvements by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate so long as Tenant's actions do not adversely affect Landlord or the Property. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant with respect to the valuation of Tenant's Communication Facility or leasehold improvements. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore; provided, however, that Landlord shall not be obligated to expend any funds or incur any liability in connection therewith. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

23. **RELOCATION.** Landlord will have the right to elect to relocate the Premises to another location on the Property (A) one-time during the Initial Term and (B) one additional time at any time following expiration of the Initial Term provided that Landlord shall satisfy each of the following conditions in good faith: (i) Landlord shall deliver at least twelve (12) months prior written notice ("Relocation Notice") to Tenant of Landlord's intention to relocate the Premises (unless a shorter relocation notice period is required by the Master Lessor in which case the shorter Master Lessor advance notification shall apply), which written notice must include preliminary plans (including dimensions) of the relocation premises ("Relocation Premises"); (ii) the Relocation Premises shall be either equal or larger in size, configuration and functionality to the Premises; (iii) such relocation will not result in a material and adverse interruption of the communications service of Tenant on the Property; (iv) such Relocation Premises will not materially and adversely impair, or otherwise alter the quality or capacity of the Communication Facility. Landlord shall be responsible for the cost of the relocation of its Communication Facility to the Relocation Premises in the event that Landlord's Relocation Notice is delivered to Tenant on any date within the Initial Term, provided; however, that if the Relocation Notice is delivered to Tenant on any date following the expiration of the Initial Term, then the cost of the relocation of the Communication Facility shall be borne solely by Tenant; and (v) any relocation shall be subject to prior approval from the Master Lessor. Landlord shall provide full cooperation to Tenant in obtaining any and all Governmental Approvals necessary for Tenant to relocate its Communication Facility to the Relocation Premises. Upon request of either party following Tenant's relocation to the Relocation Premises, the parties shall promptly execute and deliver an amendment to this Agreement confirming the substitution of the Relocation Premises for the Premises under this Agreement.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Not more than once per calendar year, either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, and delivery hereof by Landlord and Tenant.

(i) **Master Lessor's Consent.** Prior to the Effective Date, Landlord has provided to Tenant the Master Lessor's consent ("**Master Lessor's Consent**") a copy of which is attached hereto as **Exhibit 2**. Landlord represents and warrants to Tenant that Master Lessor's Consent constitutes all required consents and approval of Master Lessor pursuant to the Master Lease.

(j) **Marking and Lighting Requirements.** Tenant shall be responsible for compliance with all marking and lighting requirements of the FAA and the FCC respecting the Communication Facility. Should Landlord be cited because the Property or Building is not in compliance due to the Communication Facility and should Tenant fail to cure the conditions of noncompliance, Landlord may either terminate this Agreement or proceed to cure the conditions of noncompliance at Tenant's expense.

(k) **Subordination to the Master Lease and Master Lessor Consent.** This Agreement is expressly subject and subordinate to the Master Lease, and the Master Lessor Consent, and any amendment to the Master Lease as may be amended from time to time, and Master Lessor is not bound by any term or condition in this Agreement which in any way conflicts with Master Lessor's rights or would otherwise result in increasing Master Lessor's obligation under the Master Lease. If the Master Lease terminates, this Agreement shall terminate. Landlord shall, upon Tenant's request provide Tenant with a copy of a compendium of the Master Lease. In addition to Tenant's obligations under this Agreement and to the extent not inconsistent with this Agreement, Tenant shall observe and perform all of the terms, covenants and conditions of the Master Lease which Landlord, as Master Lessee under the Master Lease,

is obligated to observe and perform with respect to the Premises, except for the payment of rent thereunder, as such terms, covenants and conditions of the Master Lease are incorporated herein, but, notwithstanding any other provision hereof, incorporating such provisions herein shall not obligate Landlord or be construed as causing Landlord to assume or agree to perform any obligations of Master Lessor under the Master Lease. Tenant shall not do, omit to do, or permit to be done or omitted any act in or related to the Premises which could or does constitute a breach or default under the terms of the Master Lease. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, suits, liabilities, costs and expenses, including reasonable attorneys' fees and costs, asserted against or sustained by Landlord under the Master Lease with respect to the Premises or resulting from a termination of the Master Lease caused by Tenant. All liabilities, costs and expenses of lessee under the Master Lease shall be the sole responsibility of Landlord unless expressly set forth in this Agreement.

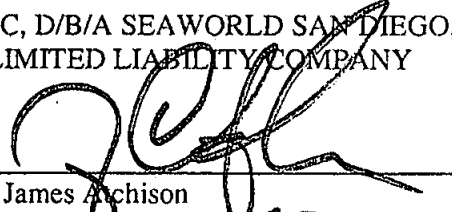
(l) **Consent or Approval of Master Landlord.** If the consent or approval of Master Landlord is required under the Master Lease with respect to any matter relating to the Premises or this Agreement, it shall also be required hereunder. Tenant shall be required first to obtain the consent or approval of Landlord with respect thereto and, if Landlord grants such consent or approval, such consent may be conditioned upon receipt of consent or approval from Master Lessor. Landlord shall, if requested, assist Tenant in obtaining such consent or approval from Master Lessor, but Landlord shall not be responsible for obtaining such consent or approval or any costs or expenses in connection therewith.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

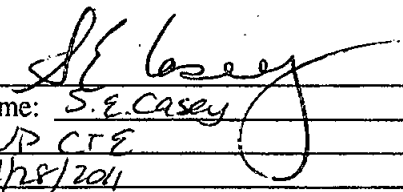
SEA WORLD LLC, D/B/A SEAWORLD SAN DIEGO,
A DELAWARE LIMITED LIABILITY COMPANY

By: 
Name: James Archison
Its: President & CEO
Date: 1/21/11

"TENANT"

NEW CINGULAR WIRELESS PCS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: S.E. Casey
Its: AUP CRE
Date: 1/28/2011

[NOTARY ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

LANDLORD ACKNOWLEDGEMENT:

State of ~~California~~ Florida
County of Orange

On January 21, 2011 before me, James Atchison President, CEO
(insert name and title of the officer)

personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Florida that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer A. Singh (Seal)



JENNIFER A. SINGH
MY COMMISSION # DD 6349860
EXPIRES: February 22, 2011
Bonded Thru Budget Notary Services

TENANT ACKNOWLEDGEMENT:

State of California
County of San Diego

On 1/28/2011 before me, A.B. Connolly
(insert name and title of the officer)

personally appeared S.E. Casey, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature AB Connolly (Seal)

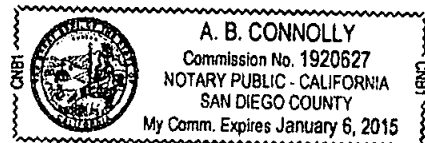
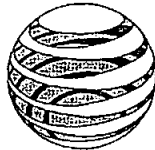


EXHIBIT 1

DESCRIPTION OF PREMISES

[Zoning Drawings created by Di Donato Associates, dated July 9, 2010,
consisting of six (6) pages to be attached to the following page]

Initials: _____

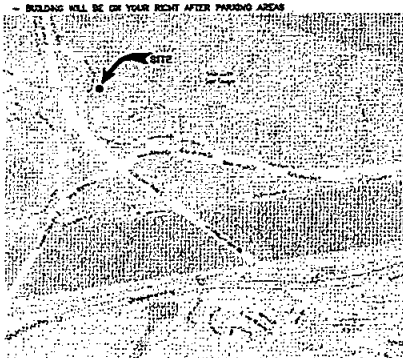


at&t

SS0067 SEA WORLD

500 "A" SEA WORLD DRIVE
SAN DIEGO, CA 92109

- DRAWING DIRECTIONS FROM AT&T WIRELESS OFFICE:
- HEAD EAST ON PACIFIC CENTER BLVD. TOWARD PACIFIC HEIGHTS BLVD.
 - TAKE 1ST RIGHT ONTO PACIFIC HEIGHTS BLVD.
 - TAKE 3RD RIGHT ONTO AGUA AGUA BLVD.
 - CONTINUE ONTO SORRENTO VALLEY ROAD
 - TAKE RAMP ONTO I-525 SOUTH
 - TAKE CA-52 EXIT & KEEP RIGHT AT FORK
 - FOLLOW SIGNS FOR CA-52 WEST
 - MERGE ONTO I-5 SOUTH
 - TAKE EXIT 21 TO MERGE ONTO SEA WORLD DR./TECOLOTE RD.
 - CONTINUE ON SEA WORLD DRIVE
 - ACCESS ROAD LEADING TO BUILDING WILL BE ON YOUR RIGHT



THOMAS BROTHERS' MAP #1228-84

VICINITY MAP

(ENCLOSING RECEIPT OF TITLE REPORT)
LOT 4 OF MAP NO. 16337 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, STATE OF CALIFORNIA ON FEBRUARY 24, 1988.

LEGAL DESCRIPTION

PROJECT APPLICANT:
AT&T WIRELESS
3788 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

CONSTRUCTION MANAGER:
JAKE MARTINEZ
BLACK AND VEATCH
2825 WILLOW CREEK ROAD
SUITE 300
SAN DIEGO, CA 92131

PLANNING REPRESENTATIVE:
SHELLEY KILGOUR
PLANNING INC.
302 STATE PLACE
ESCONDIDO, CA 92029
619.226.4455 PHONE

ENVIRONMENTAL REPRESENTATIVE:
ROBERT PETERSON
PLANNING INC.
302 STATE PLACE
ESCONDIDO, CA 92029
619.226.4455 PHONE

R.F. ENGINEERING REPRESENTATIVE:
5715 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

PROPERTY OWNER:
SEA WORLD INC.
500 "A" SEA WORLD DRIVE
SAN DIEGO, CA 92109

ARCHITECT:
BY DONATO ASSOCIATES
2330 FIRST AVE. SUITE 100
SAN DIEGO, CA 92103
619.299.4210 PHONE
619.299.4220 FAX
donato@donato.com

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF (12) TWELVE PANEL ANTENNAS AND ASSOCIATED EQUIPMENT CABINETS FOR AT&T WIRELESS TELECOMMUNICATIONS NETWORK.

A TOTAL OF (12) TWELVE ANTENNAS ARE TO BE MOUNTED BEHIND A NEW SCREEN WALL ON AN EXISTING BUILDING ROOF. A TOTAL OF (8) EIGHT OUTDOOR EQUIPMENT CABINETS ARE TO BE LOCATED BEHIND THE NEW SCREEN WALL ON A NEW STEEL PLATFORM AT EXISTING ROOF LEVEL. THE EXISTING PARAPET IS TO BE RAISED 18".

THE FACILITY WILL ENHANCE THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUBSURROUNDING AREAS BY PROVIDING MORE RELIABLE CELLULAR COMMUNICATION AT THIS LOCATION.

SITE ADDRESS:
500 "A" SEA WORLD DRIVE
SAN DIEGO, CA 92109

ACCESSION'S PARCEL NUMBER:
700-037-01-01

LOT AREA:
12,450 SQ. FT.

LOT DIMENSIONS:
117'12" X 107'0"

TOTAL SITE AREA:
8,340,808 SQ. FT. (190.3 AC)

EXISTING FLOOR AREA:
N/A

PROPOSED FLOOR AREA:
APPROX. 1484 SQ. FT.

EXISTING TYPE OF CONSTRUCTION:
TYPE VB

PROPOSED TYPE OF CONSTRUCTION:
N/A (OUTDOOR EQUIPMENT)

EXISTING ZONING:
RS-1-7

DEVELOPER:
COASTAL/PROP. 3 NEIGH. LMT

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

- CALIFORNIA BUILDING CODE, 2007 EDITION
- CALIFORNIA PLUMBING CODE, 2007 EDITION
- CALIFORNIA MECHANICAL CODE, 2007 EDITION
- CALIFORNIA ELECTRICAL CODE, 2007 EDITION
- CALIFORNIA FIRE CODE, 2007 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

PROJECT INFORMATION

FACILITY IS DESIGNED AND BUILT FOR HUMAN INSTRUCTION. WIRELESS TELECOMMUNICATIONS MECHANICAL EQUIPMENT ROOMS ARE EXEMPT FROM REQUIREMENTS TO PROVIDE BUILDING UPDATES FOR DISABLED ACCESS FOR THE FOLLOWING:

CBC SECTION 1008-BUILDING ACCESSIBILITY
CALIFORNIA ACCESSIBILITY STANDARDS INTERPRETIVE MANUAL

ADA COMPLIANCE

T01	TITLE SHEET
Z01	SITE PLAN
Z02	AREA PLAN
Z03	SITE ELEVATIONS
Z04	SITE ELEVATIONS
Z05	ANTENNA DETAILS

CONTACTS

#	TYPE OF INSPECTION	DESIGN REPRESENTATIVE

SPECIAL INSPECTIONS

SHEET INDEX

CONSTRUCTION REPRESENTATIVE	
SITE ACQUISITION	
R.F. ENGINEERING REPRESENTATIVE	
PLANNING REPRESENTATIVE	
AT&T REPRESENTATIVE	
LANDLORD	
DATE-011	

APPROVALS

ARCHITECT



SEA WORLD
3333 FIRST AVENUE, SUITE 100
SAN DIEGO, CA 92108
619.299.4210 PHONE / 619.299.4220 FAX

PROJECT NAME



SS0067
SEA WORLD
500 "A" SEA WORLD DRIVE, SAN DIEGO, CA 92109

ISSUED REVISIONS

NO.	DATE	DESCRIPTION

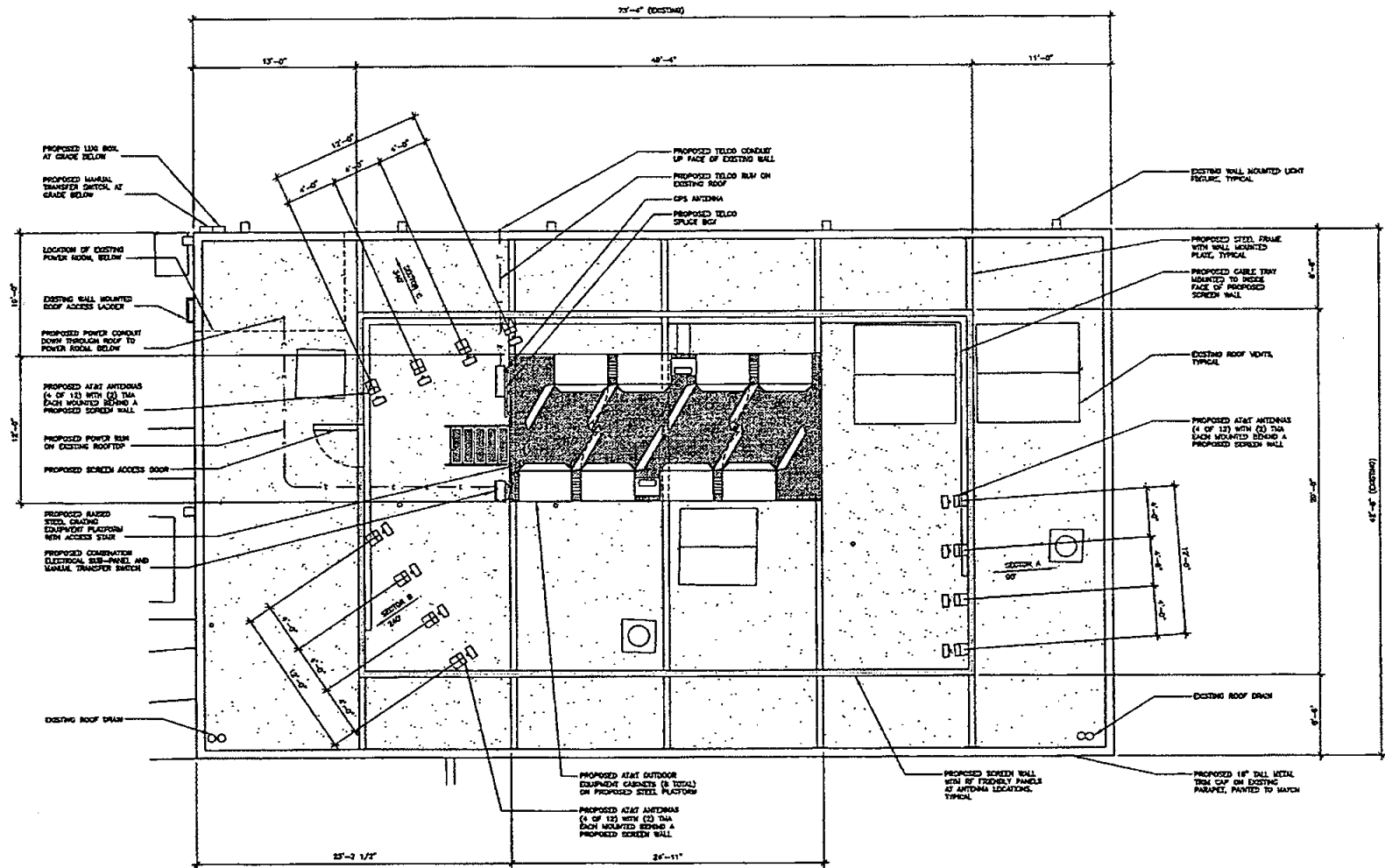
SHEET INFORMATION

BY DONATO ASSOCIATES
ARCHITECTURE - CIVIL/MECHANICAL

T01
TITLE SHEET

SS0067

SCALE
PLOT SCALE 1" = 10' (PAGES 10-100)



AREA ROOF PLAN
1/4"=1'-0"



SECTION	OF ANTENNA	GRADE LENGTH	GRADE SIZE
A	1	20'	17'6"
B	2	27'	17'6"
C	3	28'	17'6"

ARCHITECT



PROJECT NAME



ISSUED REVISIONS

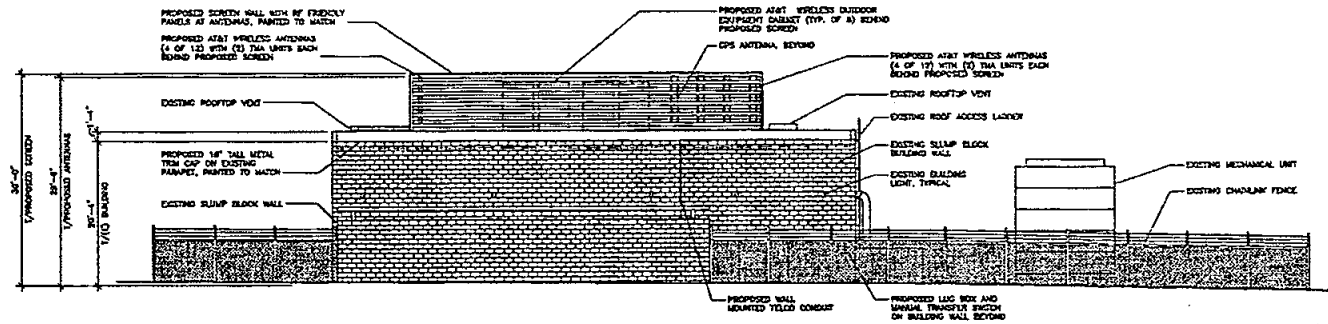
NO.	DATE	DESCRIPTION
1	01/11/01	ISSUED FOR PERMIT
2	01/11/01	ISSUED FOR PERMIT
3	01/11/01	ISSUED FOR PERMIT
4	01/11/01	ISSUED FOR PERMIT
5	01/11/01	ISSUED FOR PERMIT
6	01/11/01	ISSUED FOR PERMIT
7	01/11/01	ISSUED FOR PERMIT
8	01/11/01	ISSUED FOR PERMIT
9	01/11/01	ISSUED FOR PERMIT
10	01/11/01	ISSUED FOR PERMIT

PROPERTY INFORMATION

DEBARTO ASSOCIATES ARCHITECTURE + CONSTRUCTION

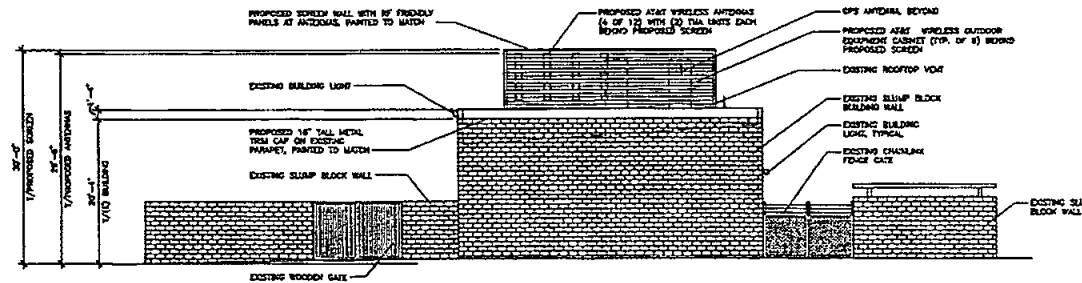
Z02
AREA ROOF PLAN

10000
PLOT SCALE 1/4"=1'-0" (1/4"=1'-0")



NORTH ELEVATION
1/8"=1'-0"

1



EAST ELEVATION
1/8"=1'-0"

2

ARCHITECT



SEA WORLD ASSOCIATES
ARCHITECTURAL FIRM
1000 WEST 10TH STREET
SAN DIEGO, CA 92108

PROJECT NAME



SEA WORLD
1000 WEST 10TH STREET
SAN DIEGO, CA 92108

ISSUED REVISIONS

NO.	DATE	DESCRIPTION
1	01-15-00	ISSUED FOR PERMIT
2	02-15-00	FOR REVIEW ONLY
3	03-15-00	FOR REVIEW ONLY
4	04-15-00	FOR REVIEW ONLY
5	05-15-00	FOR REVIEW ONLY
6	06-15-00	FOR REVIEW ONLY
7	07-15-00	FOR REVIEW ONLY
8	08-15-00	FOR REVIEW ONLY
9	09-15-00	FOR REVIEW ONLY
10	10-15-00	FOR REVIEW ONLY
11	11-15-00	FOR REVIEW ONLY
12	12-15-00	FOR REVIEW ONLY

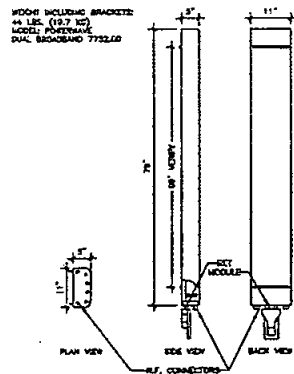
SHEET INFORMATION

SEA WORLD ASSOCIATES
ARCHITECTURAL FIRM

Z03

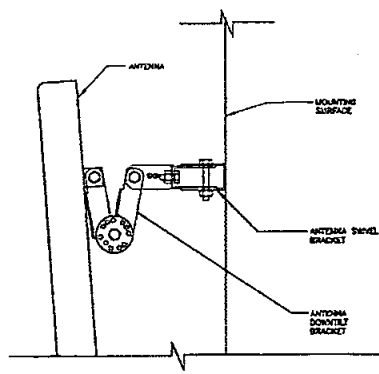
SITE ELEVATIONS

1/8"=1'-0"
PLOT SCALE 1:1 (PAPER SIZE)



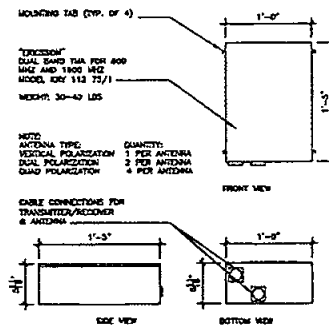
PANEL ANTENNA
3/4"=1'-0"

1



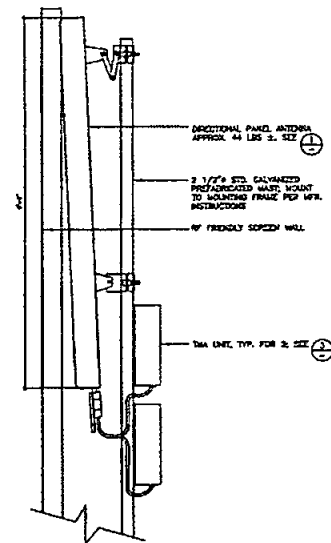
ANTENNA MOUNT
3"=1'-0"

2



TMA UNIT
1-1/2"=1'-0"

3



ANTENNA/TMA MOUNT
1"=1'-0"

4

ARCHITECT



DEBATE ASSOCIATES
ARCHITECTURE + GRAPHICS
1000 14th STREET, SUITE 100
SAN FRANCISCO, CA 94103
415.774.1111 WWW.DA-ARCH.COM

PROJECT NAME



SS0067
SEA WORLD
1000 14th STREET, SUITE 100
SAN FRANCISCO, CA 94103

ISSUE REVISIONS

DATE	BY	REVISION
06-25-10	DA	ISSUE FOR RFP
07-15-10	DA	ISSUE FOR RFP
07-28-10	DA	ISSUE FOR RFP
07-28-10	DA	ISSUE FOR RFP

SHEET INFORMATION

DEBATE ASSOCIATES
ARCHITECTURE + GRAPHICS

Z05
ANTENNA DETAILS

1000/10
PLOT SCALE: 1/16"=1'-0" (1/16"=1'-0")

EXHIBIT 2

CITY OF SAN DIEGO CONSENT TO SUBLEASE

[City of San Diego Consent to Sublease, effective as of
December 1, 2010, to be attached to following page]

**CITY OF SAN DIEGO
CONSENT TO SUBLEASE**

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of December 1, 2010 (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 "Master 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, as sublessor, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Sublessee"), as sublessee, have entered into a sublease agreement for a portion of the Premises.

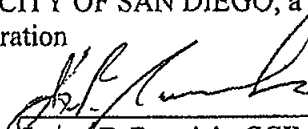
CITY hereby consents to LESSEE subleasing a portion of the Premises to Sublessee, provided all of the following conditions are and remain true throughout the term of the Sublease:

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

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

This Consent does not amend or otherwise modify the Master Lease.

THE CITY OF SAN DIEGO, a California municipal corporation

BY: 

James F. Barwick, CCIM
Real Estate Assets Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com 018566-STND-GAW-10-11	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
INSURED AT&T Inc. and Subsidiaries One AT&T Plaza 208 South Akard Dallas, TX 75202	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24147

COVERAGES**CERTIFICATE NUMBER:**

CHI-003587641-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			MWZY58820	06/01/2010	06/01/2011	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			MWTB20965	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			MWC11668100	06/01/2010	06/01/2011	☒ WC STATUTORY LIMITS ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Sea World Parks and Entertainment, Inc., Sea World LLC, and their direct and indirect subsidiaries and affiliated entities, including any entity directly or indirectly controlling, controlled by or under common control of either of them and The Master Lessor (City of San Diego) are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and AT&T Inc. and Subsidiaries. The General Liability policy contains Cross Liability. Waiver of Subrogation is provided for Workers' Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER**CANCELLATION**

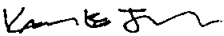
Sea World LLC Attn: Bob Peterson 500 Sea World Drive San Diego, CA 92109	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katey E. Jones
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ADDITIONAL INFORMATION		CHI-003587641-01	DATE (MM/DD/YY) 01/31/2011
PRODUCER Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com 018566-STND-GAW-10-11			
	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER G:		
	INSURER H:		
	INSURER I:		
INSURED AT&T Inc. and Subsidiaries One AT&T Plaza 208 South Akard Dallas, TX 75202	INSURER J:		

TEXT

This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non contributory with this insurance.

CERTIFICATE HOLDER	
Sea World LLC Attn: Bob Peterson 500 Sea World Drive San Diego, CA 92109	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katey E. Jones 

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AND NONRENEWAL TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

We shall provide written notice in accordance with state law in the event this policy is cancelled or nonrenewed, for any reason other than nonpayment of premium, to those entities set out in the schedule below.

Schedule

Notice will be mailed to: **THE CERTIFICATE HOLDER ON FILE WITH COMPANY**

To the attention of:

Contract, Permit or Job Number: