

CONSENT TO SPONSORSHIP AGREEMENT

The City of San Diego ("City"), as Lessor under that certain Lease Agreement described in documents filed in the office of the City Clerk of San Diego as Document No's. 762304; 765767; RR-259814; RR-263507; RR-266641; OO-18538-1 and RR-296787 ("Master Lease") entered into with

**SEA WORLD, INC.,
a Delaware corporation**

("Lessee"), hereby consents to that certain Sea World of California Sponsorship ("Agreement") commencing January 1, 2006 and expiring on December 31, 2008, by and between Busch Entertainment Corporation, a subsidiary of Anheuser-Busch and the owner and operator of SeaWorld of California, and

**LOWE'S COMPANIES, INC.,
a North Carolina corporation**

("Sponsor"). The Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, is subordinated to the Master Lease in all respects. The City is hereby merely approving the Agreement as required by Article XXXIX of Document No. OO-18538-1 of the Master Lease. All terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Agreement. The City is not bound by any term or condition in the Agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following:

Hold Harmless: Lessee shall assume the defense of, indemnify and hold harmless City from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the Agreement, including the operations conducted by Sponsor on the leased premises, the condition of the premises or from any act or omission of Sponsor, its agents and invitees; provided, this duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the City, its agents, officers, or employees.

Sign and Color Policy: Lessee must comply with City sign ordinances and the Mission Bay Park Sign and Color Policy, including any signs posted by Sponsor under the terms of the Agreement.

Consideration: Lessee's consideration as a result of the Agreement shall be subject to rent payable to the City at the following rate of gross income:

01/01/2006 - 03/31/2007 - 9% of gross income;
04/01/2007 - 12/31/2008 - 2.5% of 50% of gross income;
04/01/2007 - 12/31/2008 - 9% of 50% of gross income;

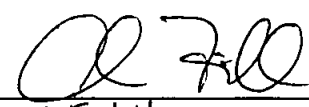
THE CITY OF SAN DIEGO

Dated 5/2/03

By 
James F. Barwick, Director, Real Estate
Asset Department

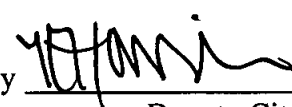
SEA WORLD OF CALIFORNIA

Dated 4/15/08

By 
Andrew Fiechthorn
Executive VP & General Manager
APPROVED AS TO FORM AND LEGALITY

MICHAEL J. AGUIRRE, City Attorney

Dated 5/9/08

By 
Deputy City Attorney

VB/nb
01/16/08

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SEAWORLD OF CALIFORNIA SPONSORSHIP AGREEMENT

THIS AGREEMENT is made as of the 1st day of January, 2006 ("Effective Date"), by and between BUSCH ENTERTAINMENT CORPORATION, a Delaware corporation, with an office at 231 S. Bemiston Avenue, Suite 600, Saint Louis, Missouri 63105 ("BEC") and LOWE'S COMPANIES, INC., a North Carolina corporation, with an office at 1000 Lowe's Boulevard, Mooresville, North Carolina 28117 ("Sponsor").

RECITALS

A. BEC owns and operates the adventure park known as SeaWorld of California ("SWC"), which offers to the public for an admission price a variety of exhibits, Parks and entertainment.

B. Sponsor desires to publicize its corporate name and the names of its products and services and further its business by becoming the Exclusive and Official Home Improvement Marketing Partner of SWC.

AGREEMENT

In consideration of the foregoing premises and the mutual covenants herein set forth, the parties agree as follows:

1. Term.

The Term of this Agreement shall start on January 1, 2006 and, unless sooner terminated in accordance with the provisions hereof, shall end on December 31, 2008 (the "Term"). Each January 1 through December 31 twelve-month period during the Term shall be hereinafter referred to as a "Contract Year".

2. Operation and Control of SWC.

BEC shall maintain full control over, and full responsibility and obligation for, the operation of SWC.

3. Purchase of Sponsor Products; Gift Cards.

(a) During each Contract Year, BEC shall have the obligation to purchase from Sponsor, and Sponsor shall have the obligation to sell to BEC, Sixty-Five Thousand Dollars (\$65,000) of home improvement products (the "Products") for use in BEC's daily operations of SWC. All such Products supplied by Sponsor will be sold to BEC at prices no greater than those prices offered by any of Sponsor's competitors, in accordance with Lowe's Every Day Low Price Guarantee policy. Nothing herein shall be construed as requiring BEC to purchase any particular Product or any particular volume of Products, or to purchase Products using any particular payment tracking method. BEC shall track its purchases and provide monthly reports regarding such purchases to Sponsor. All sales of the Products by Sponsor to BEC or SWC shall be subject to the following term and condition:



(i) All Products will meet Sponsor's standard product specifications and government regulations and will be sold to BEC and SWC at prices no greater than the prices then currently being charged to Sponsor's customers of comparable volume.

(b) During each Contract Year, BEC shall purchase Eighteen Thousand Dollars (\$18,000) worth of Sponsor gift cards from Sponsor, at a discount of five percent (5%), to be used by BEC as promotional giveaways to SWC's patrons, including, without limitation, BEC customers who purchase tickets on-line. Those gift cards shall be included for purposes of determining whether BEC has fulfilled its obligations pursuant to this Section 3(b).

(c) BEC shall establish a primary contact at SWC chosen by BEC to work with Lowe's at the local level to identify on-going opportunities and the parties agree to use best efforts to establish a once per week delivery process at SWC so that SWC can benefit from a consolidated order process.

(d) BEC and Sponsor agree to negotiate in good faith to setup a process to designate Sponsor as BEC's preferred supplier for certain building materials for mutually agreeable SWC construction projects.

4. Advertising and Promotion.

During the Term, Sponsor shall have the right:

(a) to be designated as the "Official Exclusive Home Improvement Partner of the Anheuser-Busch Adventure Parks";

(b) to be designated as the "Official Exclusive Home Improvement Partner of SWC";

(c) to have its trademark, name and/or logo included on all SWC maps and brochures where all other national partners are included, utilizing a color logo, provided space and print format permit similar treatment for all comparable SWC sponsors; and

(d) to have "Presented by Lowe's Home Improvement Stores," or a similar designation mutually agreed to by the parties posted at one "Lowe's Place" sponsored attraction in SWC or some other mutually agreed promotional area. "Lowe's Place" elements shall include one or more of the following: decking, landscaping, outdoor furniture, and lighting. The parties may mutually agree to include additional elements. Sponsor shall have the right to have its trademarks, name and/or logo appear on the sponsored attraction signage. Such signage shall include the "Presented by" designation at the entrance and exit of the attraction, in-attraction signage, and announcements and other elements as the parties may mutually agree. SWC shall be responsible for the theme, placement and size of sponsored attraction signs, subject to Sponsor's prior written approval. The initial creative cost for new signage and costs associated with manufacturing, purchasing, constructing, and installing the signs shall be the sole responsibility of SWC. The initial cost for all materials, and construction and installation of all elements of the "Lowe's Place" sponsored attraction shall be the responsibility of Sponsor; provided, however, that Sponsor shall not be responsible for

*Covered
deck
for the
flamingo
house*



any zoning, environmental use, or special permitting costs, and, provided further, that if, after Sponsor begins installation of the elements, significant unforeseen costs are encountered, the parties may agree to a different location, subject to Sponsor returning the former site to the state it was in immediately prior to Sponsor commencing construction or installation. Maintenance costs shall be borne by SWC.

5. Obligations of Sponsor.

(a) During the Term, Sponsor shall advertise and promote BEC and SWCs during promotional periods as the parties mutually agree on Sponsor's Web Site (as hereinafter defined) in the following manner:

(i) display of BEC Trademarks (as defined in Section 10 below) on Sponsor's Web Site or a microsite, as mutually agreed by the parties; and

(ii) subject to the execution of a Hypertext Link Agreement attached as Exhibit D hereto, display a link to BEC's Web Site (as hereinafter defined) in a mutually agreeable location on Sponsor's Web Site. All proposed identification or other mention of BEC, SWC, SWC or use of BEC Trademarks by Sponsor shall be in the form and manner furnished or pre-approved in writing by an authorized representative of BEC.

For the purposes hereof, "Sponsor's Web Site" shall mean Sponsor's Web Site having an address of www.lowes.com, and "BEC's Web Site" shall mean SWC's Web Site as provided by BEC.

(b) Sponsor may conduct up to four (4) "Clinics" (each of which shall be either a "How to Clinic" or a "Kids' Clinic") during each Contract Year at SWC with Sponsor's employees, agents, or independent contractors, subject in each case to BEC's prior written approval, which approval shall not be unreasonably withheld. No Clinic shall have a duration longer than two (2) days, and Sponsor may conduct no more than four (4) Clinics at SWC during any one Contract Year. Sponsor shall provide all necessary elements for each Clinic, including, without limitation, staffing, materials, and equipment.

(c) Sponsor shall comply with and shall be responsible for requiring its employee, agents, and independent contractors to comply with all BEC and SWC rules and regulations which are provided to Sponsor by BEC and in effect at the time of any presence by Sponsor (including, without limitation, by Sponsor's employees, agents and independent contractors) at a Park, including, without limitation, insurance, appearance, and drug testing policies.

(d) Sponsor shall use its best efforts to develop with SWC a mutually agreeable employee or consumer promotion during the Term hereof, including an internal announcement, an external announcement, and an external promotion. All press releases and announcements are subject to prior written approval by Sponsor's corporate representative and BEC's corporate representative.

(e) Sponsor shall obtain consents from all Vendors and Suppliers of products and/or work to be used in all promotions.



6. Obligations of BEC.

(a) BEC shall include in its Loyalty mailings to Season Pass holders a consumer offer offered by Sponsor (with BEC's approval) once during each Contract Year. The offer and timing of the offer must be acceptable to both parties.

(b) Intentionally Deleted.

(c) Intentionally Deleted.

(d) During the term, BEC shall advertise and promote Sponsor on BEC's Web Site during promotional periods as the parties mutually agree in the following manner:

(i) display of Sponsor's Trademarks (as defined in Section 10 below) on BEC's Web Site; and

(ii) subject to the execution of a Hypertext Link Agreement attached as Exhibit D hereto, display a link to Sponsor's Web Site in a mutually agreeable location on BEC's Web Site. All proposed identification or other mention of Sponsor or use of Sponsor's Trademarks by BEC shall be in the form and manner furnished or pre-approved in writing by Sponsor's corporate representative.

(e) Subject to mutual agreement of the parties, BEC will provide Sponsor with use of selected promotional elements (i.e., park merchandise, discount admission coupons, sweepstakes trips) for Sponsor's use in advertising and consumer promotional programs.

(f) BEC shall provide Sponsor with use of SWC venues for hospitality functions at no charge (does not include admission, food or beverage), subject to availability. Catering for all Sponsor in-park events shall be made available at a 10% discount off regular rates for groups from 0-2,000, and at a 20% discount for larger groups. Gratuities are not discounted. During such hospitality functions, Sponsor function attendees shall receive a 30% discount off regularly-priced retail merchandise.

7. Exclusivity; Right of First Negotiation.

(a) During the Term, neither BEC nor SWC shall engage in any sponsorship activities other than those of or concerning Sponsor in the Home Improvement category ("Exclusive Category"). The Exclusive Category shall consist of those entities listed on Exhibit A as "Home Improvement Stores", attached hereto and made a part hereof, and the exclusivity granted by BEC shall also prohibit BEC from engaging directly with any retailers listed on Exhibit A, Section B in sponsorship activities that prominently feature products from any of the following categories:

(i) Major home appliance sales ("major home appliances" include products such as air conditioners, refrigerators, dishwashers, ranges, washers, dryers and water heaters; "major home appliances" do not include products such as home audio or video, or other media-related appliances).



- (ii) Hardware;
- (iii) Lawn and garden supplies;
- (iv) Household paint;
- (v) Lumber;
- (vi) Building supplies;
- (vii) Outdoor furniture;

(viii) Countertop appliances ("countertop appliances" include products such as coffee makers, blenders, mixers, juicers, toaster ovens, microwave ovens, and food processors; "countertop appliances" do not include products such as home audio or video or other media-related appliances).

(b) Upon the expiration of the Term of this Agreement, Sponsor shall have the right of first negotiation with respect to any similar agreement regarding advertising rights by Home improvement Stores listed on Exhibit A. As used herein, the right of first negotiation shall mean that BEC shall not negotiate with any Home Improvement Store listed on Exhibit A for a period of ninety (90) days prior to the expiration of this Agreement. After such exclusive negotiation period, BEC shall be free to negotiate with any person or party.

8. Sponsorship Fee.

(a) For the acquisition of the rights granted to Sponsor hereunder, Sponsor will pay to BEC the annual sum of Two Hundred Twenty Thousand Dollars (\$220,000) (the "Sponsorship Fee") in accordance with the following schedule:

(i) Seventy-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$73,333.33) on or before January 1 of each Contract Year;

(ii) Seventy-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$73,333.33) on or before August 1 of each Contract Year; and

(iii) Seventy-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$73,333.34) on or before October 1 of each Contract Year.

Also, Sponsor shall either pay an additional Eighteen Thousand Dollars (\$18,000) in annual sponsorship fees or Sponsor, its vendors, and/or independent contractors shall spend or provide value in kind, materials, or labor, as mutually agreed between BEC and Sponsor of at least Eighteen Thousand Dollars (\$18,000) annually (which obligation shall not be satisfied by including overhead or other indirect costs).

(b) Intentionally deleted.

(c) In the event that BEC closes or sells SWC during the Term, this Agreement shall terminate, and, if SWC is closed at any time other than the end of a



Contract Year, Sponsor's annual Sponsorship Fee for such Contract Year shall be reduced by an amount equal to the product of: (x) the annual Sponsorship Fee, multiplied by (y) a fraction with the numerator being SWC's total attendance for the previous Contract Year minus SWC's total attendance for the current Contract Year up to the date of closure, and the denominator being the total attendance of SWC for the previous Contract Year.

(d) To illustrate the reduced Sponsorship Fee formula in Section 8(c) above, if SWC is closed on July 1, 2008, the SWC attendance for 2007 was Two Million (2,000,000) patrons, and the SWC attendance for 2008 before July 1, 2008 was Seven Hundred Fifty Thousand (750,000) patrons, the Sponsorship Fee for 2008 shall be reduced by (2 million minus 750,000) divided by 2 million. Therefore, the Sponsorship Fee would be reduced by \$137,500 from \$220,000 to \$82,500.

9. Limitations on Promotional Items.

(a) Sponsor shall not, without BEC's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict SWC, SWC or any other BEC Trademark. Moreover, Sponsor shall not in any way associate a third party supplier or a third party supplier's goods with SWC or BEC without BEC's prior written consent; provided, however, that BEC may only withhold consent in those instances in which such an association would conflict with BEC's existing or proposed marketing relationships.

(b) BEC shall not, without Sponsor's prior written consent, sell or distribute, either free or in connection with the sale of any product or services, any literature, merchandise, souvenirs, or other items which refer to or depict any Sponsor Trademark.

10. Trademarks.

(a) The BEC trademarks, service marks, trade names, logos, designs, artwork, advertising, marketing and promotional concepts relating to BEC and/or SWC (collectively, the "BEC Trademarks") shall remain the property of BEC. Any and all rights in the above under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of BEC. BEC grants to Sponsor the right to use the BEC Trademarks in North America in connection with its performance of this Agreement; provided, however, that said right is non-exclusive, non-assignable and non-transferable. Sponsor shall not, without BEC's prior written approval, modify in any way any BEC Trademarks or other materials furnished and/or approved by BEC for use under this Agreement (collectively, "BEC Content"). Sponsor shall use all BEC Content in strict compliance with BEC's instructions. All proposed uses of any BEC Content shall be subject to BEC's review and prior written approval. Sponsor shall not manufacture or sell, or license the manufacture or sale, of any merchandise which bears any BEC Trademark, without BEC's prior written consent in each instance.

(b) The Sponsor trademarks, service marks, trade names, logos, designs and artwork relating to Sponsor and/or the Sponsor's products (collectively, the "Sponsor Trademarks") shall remain the property of LF, LLC. Any and all rights in the above under trademark or copyright law or other property rights shall inure to the benefit of and



be the exclusive property of LF, LLC. LF, LLC and BEC, will, contemporaneously with the execution of this Agreement, execute a License Agreement in the form attached hereto as Exhibit B granting to BEC the right to use the Sponsor Trademarks in connection with its performance of this Agreement; provided, however, that said right is non-exclusive, non-assignable and non-transferable. BEC shall not, without LF, LLC's prior written approval, modify in any way any Sponsor Trademarks or other materials furnished and/or approved by LF, LLC for use under this Agreement (collectively, "Sponsor Content"). BEC shall use all Sponsor Content in strict compliance with Sponsor's and LF, LLC's instructions. All proposed uses of any Sponsor Content shall be subject to Sponsor's and LF, LLC's review and prior written approval. BEC shall not manufacture or sell, or license the manufacture or sale, of any merchandise which bears any Sponsor Trademarks, without Sponsor's and LF, LLC's prior written consent in each instance.

(c) Intentionally deleted.

11. Representations and Warranties.

(a) Sponsor represents, warrants and covenants to BEC as follows:

(i) It is a corporation duly organized under the laws of the State of North Carolina and is in good standing and qualified to do business in all states in which it conducts business.

(ii) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(iii) This Agreement, when executed and delivered by Sponsor, will be its legal, valid and binding obligation enforceable against Sponsor in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iv) The execution and delivery of this Agreement have been duly authorized by Sponsor, and such execution and delivery and the performance by Sponsor of its obligations hereunder do not and will not violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection herewith except as to LF, LLC's licensing of use of Sponsor's Trademarks as set forth in Section 10 (b).

(v) In general, Sponsor's Web Site will be 97% available to Internet users twenty-four (24) hours per day, seven (7) days per week, except for down time due to system maintenance or system improvements. Sponsor's Web Site has adequate security safeguards, procedures and/or firewalls (to the extent reasonably practical with available technology) to ensure that users of Sponsor's Web Site cannot alter any of the content on Sponsor's Web Site and Sponsor's Web Site shall receive and transmit all BEC and user information in a secure manner, in an encrypted format (minimum 128-bit) with Secure Socket Layer technology. The encryption protocol is intended to prevent all unauthorized access to Sponsor's Web Site and use of BEC Content and other information received from BEC or users of Sponsor's Web Site, to the extent reasonably practical with such technology. Sponsor shall continue to update



Sponsor's Web Site with technology reasonably suited and intended for this application as it is shown to be effective and becomes available.

(vi) All material on Sponsor's Web Site shall be in good taste and appeal to family audiences. Sponsor's Web Site shall not contain any content or material that: (i) is obscene, scandalous, libelous, unlawful or infringes the rights of any third party; (ii) may provoke, shock or offend the community or any sizable group or class thereof; or (iii) disparages BEC, any of BEC's affiliated entities, or their respective officers, directors or employees. Sponsor shall use commercially reasonable efforts to ensure that no such content or material contains any virus, worm, trojan horse, or anything else manifesting contaminating or destructive properties.

(vii) In addition to being true as of the date first written above, each of the foregoing representations, warranties and covenants shall be true at all times during the Term. Sponsor acknowledges that each of such representations, warranties and covenants is deemed to be material and has been relied upon by BEC notwithstanding any investigation made by BEC.

(b) BEC represents, warrants and covenants to Sponsor as follows:

(i) It is a corporation duly organized under the laws of the State of Delaware and is in good standing and qualified to do business in California.

(ii) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(iii) This Agreement, when executed and delivered by BEC, will be its legal, valid and binding obligation enforceable against BEC in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iv) The execution and delivery of this Agreement have been duly authorized by BEC, and such execution and delivery and the performance by BEC of its obligations hereunder do not and will not violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection herewith.

(v) In general, BEC's Web Site will be 97% available to Internet users twenty-four (24) hours per day, seven (7) days per week, except for down time due to system maintenance or system improvements. BEC's Web Site has adequate security safeguards, procedures and/or firewalls (to the extent reasonably practical with available technology) to ensure that users of BEC's Web Site cannot alter any of the content on BEC's Web Site and BEC's Web Site shall receive and transmit all Sponsor and user information in a secure manner, in an encrypted format (minimum 128-bit) with Secure Socket Layer technology. The encryption protocol is intended to prevent all unauthorized access to BEC's Web Site and use of Sponsor Content and other information received from Sponsor or users of BEC's Web Site, to the extent reasonably practical with such technology. BEC shall continue to update BEC's Web Site with technology reasonably suited and intended for this application as it is shown to be effective and becomes available.



(vi) All material on BEC's Web Site shall be in good taste and appeal to family audiences. BEC's Web Site shall not contain any content or material that: (i) is obscene, scandalous, libelous, unlawful or infringes the rights of any third party; (ii) may provoke, shock or offend the community or any sizable group or class thereof; or (iii) disparages Sponsor, any of Sponsor's affiliated entities, or their respective officers, directors or employees. BEC shall use commercially reasonable efforts to ensure that no such content or material contains any virus, worm, trojan horse, or anything else manifesting contaminating or destructive properties.

(vii) In addition to being true as of the date first written above, each of the foregoing representations, warranties and covenants shall be true at all times during the Term. BEC acknowledges that each of such representations, warranties and covenants is deemed to be material and has been relied upon by Sponsor notwithstanding any investigation made by Sponsor.

12. Indemnity.

(a) Sponsor shall indemnify, protect, defend and hold harmless BEC, its parent, subsidiaries and affiliated corporations, and its and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and other legal expenses (collectively, "Claims") arising from or connected with: (i) any breach by Sponsor of any provision hereof or the inaccuracy of any warranty or representation made by Sponsor herein; (ii) the Products; (iii) the Sponsor name or logo as approved by Sponsor; or (iv) any act or omission to act by Sponsor and/or its agents or employees directly or indirectly related to its performance of this Agreement constituting negligence or willful misconduct.

(b) BEC will indemnify, protect, defend and hold harmless Sponsor, its parent, subsidiaries and affiliated corporations, and its and their respective directors, officers, employees and agents, from and against any and all Claims (as defined in Section 12 (a)) arising from or connected with: (i) any breach by BEC of any provision hereof or the inaccuracy of any warranty or representation made by BEC herein; (ii) the BEC or SWC name or logo as approved by BEC; (iii) any act or omission to act by BEC or SWC and/or its or their agents or its or their employees directly or indirectly related to its performance of this Agreement constituting negligence or willful misconduct; or (iv) the use of the Sponsor Trademarks other than in accordance with this Agreement.

(c) Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within ten (10) business days after receipt of such notice, the indemnitor shall undertake the defense of each such Claim with counsel satisfactory to and approved by the indemnitee. If the indemnitor fails to undertake and sustain the defense of any Claim in the manner required by this Section 12(c), the indemnitee may engage separate counsel, pay, settle or otherwise finally resolve such Claim for the account and at the risk and expense of the indemnitor. Any payment, settlement or final resolution otherwise by the indemnitee shall release



the indemnitor from liability for such Claim. If the indemnitor undertakes the defense of a Claim in the manner required by this Section 12(c), the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it; provided, however, that the indemnitor shall control such defense.

13. Adequate Assurance and Termination.

(a) If reasonable grounds for insecurity arise with respect to either party's performance of this Agreement, the other party may in writing demand adequate assurance of due performance. Until the demanding party receives such assurance in writing, it may suspend its performance of this Agreement. If the demanding party does not receive such written assurance within five (5) days after its request therefor or within such other reasonable period of time it may designate under the then existing circumstances, the failure by the other party to furnish such assurance will constitute a material breach, entitling the demanding party to immediately terminate this Agreement.

(b) In addition to any other remedy set forth in this Agreement or otherwise available at law or in equity, either party may terminate this Agreement at any time, effective upon the other party's receipt of a written termination notice, without prejudice to any other legal rights to which such terminating party may be entitled, upon the occurrence of any one or more of the following:

(i) any material breach or default of this Agreement by the other party, which such breach or default is not cured within fifteen (15) days following written notice of such breach or default to the defaulting party; or

(ii) any of the representations or warranties made by the other party in this Agreement proving to be untrue or inaccurate in any material respect.

(c) Upon the expiration or earlier termination of this Agreement, each party shall remove from its web site all links to the other party's web site and all Content of the other party.

(d) Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination. If payments attributable to periods after the termination of the Agreement have been made before the termination of the Agreement, the party receiving such payments shall refund the payments so attributable promptly after the termination of the Agreement. If payments attributable to periods before the termination remain unpaid upon the termination of the Agreement, the party required to make such payments shall do so promptly after the termination of this Agreement. Nothing in this section shall limit the rights otherwise available to a party arising from the breach of the provisions hereof.

(e) Each party shall have the right to terminate this Agreement effective at the end of each Contract Year upon delivery of written notice to the other party on or before September 30 of such Contract Year.



14. Force Majeure.

The obligation of either party may be suspended when and to the extent that their performance is rendered impossible by forces beyond its reasonable control, such as acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, terrorist attacks, or labor problems; provided, however, that the party claiming force majeure promptly notifies the other party in writing of the event of force majeure, the anticipated duration of such event, and the steps being taken to remedy the failure. The party claiming force majeure must also notify the other party when it is ready to resume performance of this Agreement according to its terms. Should such event, and the impossibility of performance, continue beyond thirty (30) days, with the party claiming force majeure not having secured a workaround means by which its obligations under this Agreement may be satisfied during such event, the party not claiming force majeure may terminate this Agreement in writing without advance notice. No application of this Section 14 shall excuse the payment of the Sponsorship Fee required hereunder.

15. Expenses; Maintenance of Books and Records; Audit.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the Term and for a period of at least two (2) years thereafter, each party shall maintain such books and records (collectively, "Records") as are reasonably necessary to substantiate that (i) all warranties made by such party in this Agreement are true and accurate in all respects, and (ii) no illegal or improper payments have been made, directly or indirectly, by or on behalf of either party to or for the benefit of any employee or agent of the other party who may reasonably be expected to influence such other party's decision to enter into this Agreement, or the amount to be paid by such other party pursuant hereto. (As used herein, "payment" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles of the United States of America consistently applied. Each party and/or its representatives shall have the right at any time during normal business hours, upon two (2) business days' prior written notice, to examine said Records of the other party.

16. Notices.

All notices required or permitted hereunder shall be in writing and shall be sent by overnight mail, receipt requested or registered or certified mail, return receipt requested and in each case addressed as follows:

If to BEC:

Busch Entertainment Corporation
231 S. Bemiston, Suite 600
Clayton, Missouri 63105
Attn: Vice President -
Partnership & Promotion

If to Sponsor:

Lowe's Companies, Inc.
1000 Lowe's Boulevard
 Mooresville, North Carolina 28117
Attn: Vice-President-Consumer Marketing



with mandatory copy of any default notice to: with copy to:

Anheuser-Busch Companies, Inc.
Legal Department
One Busch Place
St. Louis, Missouri 63118
Attn: Senior Deputy General Counsel

Legal Department
Lowe's Companies, Inc.
1000 Lowe's Boulevard
 Mooresville, North Carolina 28117

or to such other address as either party may provide to the other in accordance herewith.

17. Business Ethics; Compliance with Laws.

BEC hereby warrants, covenants and agrees to support Sponsor's Statement of Business Ethics attached hereto as Exhibit C and to require its directors, employees, and agents to support those portions of Sponsor's Statement of Business Ethics which deal with gifts to Lowe's employees, proper invoices, and conflicts of interest; provided, however, that Sponsor acknowledges that BEC legally employs minors under the age of 16, and agrees and acknowledges that such employment shall not be considered a breach of this Section 17.

18. Insurance.

A. BEC's Insurance.

For the Term, BEC shall, at its own cost, provide and keep in full force and effect the following types and limits of insurance:

I. Commercial General Liability

(A) Limits:

\$2,000,000 minimum limits per Occurrence/\$10,000,000 general aggregate (can include umbrella liability limits)

II. Automobile Liability

(A) Any Auto

(B) Limits:

\$2,000,000 minimum Combined Single Limit

III. Workers' Compensation and Employers Liability

(A) Statutory Workers' Compensation Coverage

(B) All States Endorsement

(C) Employers Liability Limit:

\$500,000 each employee accident

\$500,000 each employee disease

\$500,000 policy limit

IV. Professional Liability/Errors & Omissions

(A) \$1,000,000 minimum limits per occurrence with \$2,000,000 aggregate



V. General Requirements

- (A) Additional Insured Language must be as follows:
"Lowe's Companies, Inc. and any and all subsidiaries are named as an additional insured as respect to General Liability and Automobile Liability. A waiver of subrogation shall be provided to Lowe's and any subsidiary as respect to the General Liability and Automobile Liability."
- (B) Policy must be written on an occurrence form.
- (C) General Liability and Automobile Liability shall be endorsed to state coverage is primary over any other available insurance coverages.
- (D) 30 Days written notice of cancellation, notice of non-renewal or material changes in coverage.
- (E) Insurance must be written by an insurance company with a minimum rating of Best's A-, VIII or its equivalent, satisfactory to Lowe's and duly incorporated in the United States of America.
- (F) Most current ISO (Insurance Services Office, Inc.) form for all coverages.
- (G) Original Certificate of Insurance (Accord form) to be delivered to Lowe's prior to commencement of any work and/or service.
- (H) It is the responsibility of BEC to ensure that Lowe's always has a current Certificate of Insurance for all lines of coverage.

B. Sponsor's Insurance.

Sponsor shall provide BEC with the following on or before the execution of this Agreement: a certificate from its qualified and licensed insurer acceptable to BEC certifying that it has insurance coverage for the following:

(i) Workers' compensation coverage with limits equal to the full statutory amounts required by the applicable state statutes to fully cover Sponsor for such risk. Employers' Liability coverage shall be included with a limit of liability of not less than \$2,000,000.00 bodily injury each accident, \$2,000,000 policy limit for disease and \$2,000,000.00 each employee for disease.

(ii) Commercial general liability coverage written on an occurrence basis with limits of not less than \$2,000,000.00 for any occurrence involving bodily injury, death and/or property damage, \$2,000,000.00 general aggregate, and \$2,000,000.00 products completed operations aggregate.

(iii) Automobile liability coverage with minimum limits of \$2,000,000 combined single limit.

The certificate shall certify that the following are additional insureds under the insurance policy:

"Busch Entertainment Corporation; SeaWorld, Inc. and their respective parents, direct and indirect subsidiaries, and affiliated entities, including any entity directly or indirectly controlling, controlled by or under common control with any of them."

Coverage shall be on an occurrence rather than a claims made basis. The policy shall provide that BEC will be notified of the cancellation or any restrictive amendment of the policy at least fifteen (15) days prior to the effective date of such cancellation or



amendment. The insured party shall not violate, or permit to be violated, any conditions of said insurance policy, and the insured party shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate and/or in the manner and time required, to provide replacement certificates upon expiration of any certificate, or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. In the event of such breach, BEC shall have the right (but not the obligation), in addition to all other rights and remedies and not as an election of remedies, to obtain at its cost the insurance required hereby and to deduct the cost of the same from any amounts due and owing by BEC hereunder.

Sponsor may satisfy any of the insurance requirements described herein through a plan of self insurance provided that Sponsor notifies BEC of its intent to self insure and that Sponsor and/or its parent corporation has a net worth (computed in accordance with generally accepted accounting principles) in excess of \$200,000,000. Sponsor further agrees, upon request, to provide BEC with a copy of its annual financial report.

19. Miscellaneous.

(a) This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, letters of intent, understandings, negotiations, and discussions of the parties, whether oral or in writing. The parties have not relied upon any promises, warranties or undertakings other than those expressly set forth in this Agreement. Nothing in this Agreement shall give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under this Agreement except that the indemnitees specified in Section 12 may enforce their rights thereunder.

(b) This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

(c) The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

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



(e) If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

(f) The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

(g) Neither party shall assign its rights and/or obligations or delegate its duties under this Agreement without the prior written approval of the other party and any attempted assignment or delegation without such approval shall be void and constitute a material breach. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto, and their respective successors and approved assigns.

(h) The provisions of Sections 10, 12 and 15 shall survive the expiration or earlier termination of this Agreement.

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

(j) This Agreement shall be governed by the substantive provisions of New York law.

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

**BUSCH ENTERTAINMENT
CORPORATION**

By: *Keith M. Kasen*

Name: KEITH M. KASEN

Title: PRESIDENT 7/24/86

LOWE'S COMPANIES, INC.

By: *Robert J. Grille*

Name: Robert J. Grille

Title: SVP - Mktg

Approved by Legal Dept *MGH*
VP Approval *TA*



EXHIBIT A

A. Home Improvement Stores

- 84 Lumber
- Ace Hardware
- Carter Lumber
- Do-it-Best
- Home Depot Canada
- The Home Depot – Mexico
- The Home Depot
- The Home Depot Floor Store
- The Home Depot Landscape Supply
- The Home Depot Supply
- Menards
- True Value
- Expo Design Center
- Lumber Liquidators
- Rona, Inc.
- Canadian Tire Corporation

B. Other Retailers with Home Improvement Departments

- Costco
- Kmart
- Sears Roebuck and Co.
- Target
- Wal-Mart
- Sherwin Williams
- Benjamin Moore Paints
- Great Indoors
- Orchard Supply Hardware
- Sears Hardware
- hhGregg



EXHIBIT B

LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of the 1st day of January 2006, by and between LF, LLC, a Delaware limited liability company ("Licensor") and Busch Entertainment Corporation, a Delaware corporation ("BEC").

WHEREAS, Licensor owns the entire right, title and interest in and to certain names, trade names, logos, service marks, trademarks, trade styles, trade dress and other proprietary identifying marks set forth on Schedule A attached hereto ("Lowe's Marks"), together with the goodwill associated therewith, which Licensor has licensed to Lowe's Companies and its operating affiliates (collectively referred to as "Lowe's"), under existing agreements, to use in the operation and conduct of their businesses;

WHEREAS, Lowe's desires to publicize its corporate name and the names of its products and further its business by becoming the Exclusive and Official Home Improvement Marketing Partner of SeaWorld San Diego ("SWC");

WHEREAS, BEC desires to obtain a non-exclusive license to use the Lowe's Marks in connection with promoting and advertising SWC, including but not limited to (1) printing the Lowe's Marks on all SWC maps and brochures; (2) posting the Lowe's Marks on signage at sponsored attractions in SWC; (3) advertising and publicizing the use of Lowe's gift cards as promotional giveaways to SWC's patrons; and (4) utilizing the Lowe's Marks in consumer offers to be included in a mailing to BEC's season pass holders (the "SWC Promotion"); and

WHEREAS, Licensor desires to grant to BEC, in accordance with the terms and conditions set forth herein, a non-exclusive license to use the Lowe's Marks in connection with SWC Promotion.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and BEC, intending to be legally bound, hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

(a) "Lowe's Marks" means those names, trade names, logos, service marks, trademarks, trade styles, trade dress and other proprietary identifying marks that Lowe's is authorized to use by Licensor for the operation or conduct of its retail businesses, all of which are set forth on Schedule A attached hereto, either alone or in combination with other names, logos, marks or terms.



2. **Grant.** Subject to the terms and conditions hereof, Licensor hereby grants to BEC a non-exclusive, worldwide, non-transferable, personal right and license to use the Lowe's Marks in connection with BEC's SWC Promotion.

3. **Ownership.** BEC acknowledges that Licensor owns all right, title, and interest in and to all of the Lowe's Marks. BEC recognizes and acknowledges that it acquires no right, title or interest in or to any of the Lowe's Marks by virtue of this Agreement or any use of the Lowe's Marks and hereby waives any right to or interest in the Lowe's Marks other than the specific limited rights granted hereunder. BEC agrees that its use of the Lowe's Marks under this Agreement and the goodwill associated with such use inures to the benefit of Licensor, and BEC agrees to execute any and all documents requested by Licensor confirming the same, and/or confirming Licensor's title and ownership of the Lowe's Marks.

4. **Royalty.** BEC acknowledges, that in consideration of the license granted herein by Licensor to BEC, Licensor shall be paid a royalty by Lowe's based upon the purchase of merchandise and services from Lowe's, pursuant to existing agreements between Licensor and Lowe's. Licensor and Lowe's agree to indemnify and hold BEC harmless from any and all claims for royalties hereunder and thereunder.

5. **No Contest.** BEC shall not assert any claim adverse to Licensor's right, title or interest in or to any of the Lowe's Marks or to any distinctive features used in connection therewith, and BEC shall not use any of the Lowe's Marks in any way that could prejudice Licensor's rights therein and BEC shall not sublicense or authorize any third party to use any of the Lowe's Marks without Licensor's prior express written consent.

6. **Quality Control.**

(a) Licensor has the right to establish quality control standards and procedures and the manner in which the Lowe's Marks are used as may be reasonably necessary to ensure the quality and goodwill of the Lowe's Marks, and Licensor (by itself or through its authorized agents) reserves the right to inspect each use of the Lowe's Marks, including the right of prior approval of all uses of the Lowe's Marks and all advertising and SWC Promotional materials using the Lowe's Marks, all for the purpose of ensuring that the nature and quality of goods and services and use of the Lowe's Marks are maintained as required herein. BEC agrees to use its best efforts to comply with such quality control standards.

(b) In the event Licensor determines that BEC has failed to meet the quality control standards and procedures established by Licensor, then Licensor shall furnish BEC written notice specifying in reasonable detail the respects in which BEC has failed, and if reasonably necessary, specifying steps to be taken to cure the failure. BEC shall, upon receipt of such notification from Licensor, immediately commence, and thereafter diligently pursue, curing any default with respect to the quality control standards and procedures and shall achieve the cure within a reasonable time. If BEC fails to cure within a reasonable time any default with respect to the quality control standards and procedures, then BEC shall immediately cease using the Lowe's Marks in connection with the products and/or services as to which the failure of standards and procedures has occurred and shall not resume such use of the Lowe's Marks until it has received authorization, in writing, from Licensor to resume such activity.



7. Usage of Lowe's Marks.

(a) BEC shall maintain a reasonable degree of continuity respecting the appearance, design and usage of the Lowe's Marks in accordance with the standards and procedures established by Licensor. BEC will include the tag lines Licensor and/or Lowe's reasonably request in communications that contain Lowe's Marks, including, but not limited to, use of the federal trademark notice of registration, "®," or other appropriate notice as specified by Licensor and/or Lowe's in connection with BEC's use of the Lowe's Marks.

(b) BEC shall not use the Lowe's Marks in a descriptive or generic manner.

8. Infringement and Unauthorized Use by Third Parties.

(a) BEC shall promptly notify Licensor in the event BEC obtains actual knowledge that any of the Lowe's Marks are being infringed or are being used in an unauthorized manner by any third party, and BEC further agrees to take no action of any kind with respect to such infringement or adverse use, except by and in accordance with an express written authorization of Licensor.

(b) Licensor, in its sole discretion, may take any action reasonably necessary to prevent infringement and unauthorized use of any of the Lowe's Marks, including, but not limited to, prosecuting such persons and entities and seeking to cancel all registrations or applications for registration which infringe upon or dilute any of the Lowe's Marks and Licensor's interest in connection therewith, and all cost for any such action will be borne by Licensor, and all recoveries from any such action will be Licensor's sole and exclusive property or that of its designee.

(c) Licensor, in its sole discretion, may commence or prosecute any claims or suits in its name and BEC agrees to provide Licensor with reasonable assistance to the extent necessary for the protection of Licensor's rights to any of the Lowe's Marks. Licensor agrees to reimburse BEC for all of BEC's reasonable out-of-pocket costs and expenses incurred in connection with such reasonable assistance.

9. Termination.

(a) The license granted in this Agreement shall terminate upon termination or earlier expiration of the Sponsorship Agreement by and between Lowe's and BEC dated as of January 1st, 2006. Upon termination of this Agreement, BEC shall destroy any materials or products in its possession bearing any Lowe's Marks.

(b) In the event BEC commits any material breach of any covenant or agreement contained herein, then, in any such case, if BEC fails to remedy such default or breach within sixty (60) days after receipt of written notice thereof from Licensor, Licensor shall have the right, at its discretion and by written notice, to terminate this Agreement. Failure of Licensor to terminate this Agreement for any default or breach shall not be deemed a waiver of its right to do so upon a default or breach of a continuing nature or upon any other default or breach, either of the same or different character.



10. Ownership and Assignability of License. This Agreement and the right and license granted hereunder shall in no way be construed to be an assignment, conveyance, or sale of any interest in any of the Lowe's Marks covered by this Agreement. The rights and license granted hereunder shall be personal to BEC and shall not be sold, assigned, sublicensed, divided, mortgaged, or transferred by BEC either voluntarily or by operation of law without the prior written consent of Licensor, which consent may be granted or withheld at the sole discretion of Licensor.

11. Choice of Law and Forum. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware without regard to the principles of conflicts of laws.

12. Notices. All notices, demands and other communications hereunder shall be in writing and shall be sent by hand, by facsimile (with verbal confirmation of receipt), by certified mail, return receipt requested, or by nationally recognized overnight courier service addressed to the party to whom such notice or other communication is to be given or made at such party's address as set forth below, or to such other address as such party may designate in writing to the other party from time to time in accordance with the provisions herein and shall be deemed given one business day after being sent, as follows:

If to Licensor:

LF, LLC
2601 Annand Drive, Suite 17
Wilmington, Delaware 19808
Attn.: Assistant Secretary
Fax: (302) 995-6906

With copies to:

Lowe's Companies, Inc.
1000 Lowe's Boulevard
Mooresville, North Carolina 28117
Attn.: Associate General Counsel
Fax: (704) 757-0598

If to BEC:

Busch Entertainment Corporation
231 S. Bemiston, Suite 600
Clayton, Missouri 63105
Attention: Vice President
Fax: (314) 613-6159

With copies to:

Anheuser-Busch Companies, Inc.
Legal Department
One Busch Place
St. Louis, Missouri 63118
Attention: General Counsel
Fax: (314) 577-0776

provided, however, that if any of the above parties shall have designated a different address by notice to the other, then to the last address so designated.



13. **Modification.** This Agreement may be modified only in a writing executed on behalf of all the parties.

14. **Binding Effect.** This Agreement will be binding upon the parties hereto, their personal representatives, successors, heirs and permitted assigns; provided, except as set forth herein, this Agreement may not be assigned by BEC without the prior express written consent of Licensor.

15. **Survival.** All obligations imposed by this Agreement on BEC will survive the termination of this Agreement.

16. **Severability.** If for any reason any of the provisions, or portions thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision, or portion thereof, will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining portions of this Agreement will not be affected and will be valid and enforceable.

17. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one counterpart has been signed by each Party and delivered to the other Parties hereto.

IN WITNESS WHEREOF, Licensor and BEC have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

BUSCH ENTERTAINMENT
CORPORATION

LF, LLC

BY:

NAME: KEITH M. KASEN

TITLE: PRESIDENT

BY:

NAME: Rebecca E. Green

TITLE: Trademark Manager /

Asst. Secretary



Schedule A

Gable Mansard Design®

Lowe's®

Lowe's (Stylized)™

Improving Home Improvement®

Let's Build Something Together™



EXHIBIT C

LOWE'S COMPANIES, INC. STATEMENT OF BUSINESS ETHICS

LOWE'S POLICY STATEMENT: All employees of Lowe's are expected to be honest and act in good faith, and to conduct themselves in such a manner to avoid any situation in which his or her interest or the interest of his or her family might adversely affect the best interests of the Company. The following statements support this policy. *All vendors and suppliers are also expected to support and comply with these policies. Failure to do so may result in discontinuance of business relationships.*

1. BUSINESS INTERESTS - Employees and their immediate family are prohibited from having any personal financial dealings with any individual or business organization furnishing or seeking to furnish merchandise, supplies, property or services to Lowe's and are prohibited from owning a material interest in any organization doing business with Lowe's.

2. ACCEPTANCE OF GIFTS OR OTHER BENEFITS - No Lowe's employee or any member of his or her family shall at any time directly or indirectly accept currency, gifts, services, entertainment, trips, or other payments from any person or outside concern that does or seeks to do business with Lowe's or its competitor. Gifts or other payments include the receipt of currency, loans, merchandise (including samples), personal items, Christmas gifts, services, expense paid travel, lodging, or any other consideration upon which a value of any amount can be placed. Also included are promotional items even of a nominal value.

The acceptance of any expense paid travel, meals or entertainment is prohibited, whether to or at a vendor location or in any other setting, even in conjunction with conducting business negotiations or discussions. Lowe's employees must always pay their own portion of any travel, meals or entertainment charges.

3. CORPORATE FUNDS - Lowe's employees are prohibited from maintaining or authorizing disbursements of Company funds that are not recorded on its books and records. Any Lowe's liability to the supplier is to be satisfied only by submission of an appropriately detailed invoice to Lowe's.

4. CORPORATE SOURCING POLICY - It is corporate policy that Lowe's only purchase products and services from vendors whose labor force is made up of employees with a minimum age of no less than 16 years, and that its vendors' or suppliers' labor in producing the goods is not furnished, wholly or in part, by convicts or prisoners, except convicts or prisoners on parole, supervised release, or probation, or in any penal or reformatory institution.

All vendors and suppliers are expected to comply with all applicable laws and regulations in the conduct of their business with Lowe's.

If you are subjected to or are aware of a violation of this policy, report it immediately to Lowe's Internal Audit Department at 704-758-2634 or contact our independent business abuse information clearinghouse at 1-800-784-9592.



EXHIBIT D

HYPertext LINK AGREEMENT

BY THIS AGREEMENT, entered into as of this 1st day of January 2006, between Lowe's Home Centers, Inc. ("Lowe's"), Busch Entertainment Corporation ("Licensee"), and LF, LLC ("LF") owner of certain marks licensed to Lowe's. Lowe's hereby grants Licensee a non-assignable, non-exclusive, royalty-free license solely to create a hypertext link between a page on each of Licensee's following Internet websites: http://www.adventureisland.com/adventure_island/fla/, http://www.buschgardens.com/buschgardens_default.aspx, <http://www.discoverycove.com/default2.aspx>, http://www.seaworld.com/sw_index.aspx, <http://www.sesameplace.com/sesame/pa/index.html>, http://www.watercountryusa.com/water_country/va/, and any page of Lowe's Internet website (<http://www.lowes.com>), subject to the following terms and conditions:

1. Licensee acknowledges the validity and Lowe's exclusive ownership of all right, title, and interest in and to the Lowe's website and its contents (excluding Licensee's trademarks and other intellectual property embodied in the hypertext link or otherwise used on www.lowes.com), including, without limitation, (a) all information and materials contained within that website; and (b) all copyrights, trademarks and service marks owned by Lowe's which are displayed or otherwise used in connection with that website.

During or after the term of this Agreement, Licensee shall not, in any way, contest or help others to contest such ownership or the validity of any registrations or rights of Lowe's now owned or subsequently obtained relating to the Lowe's website or its contents.

2. This license shall be limited to a right to create a hypertext link only to any page of Lowe's website, (<http://www.lowes.com>). The hypertext link(s) shall be so configured that the Uniform Resource Locator (URL) of the Lowe's website (<http://www.lowes.com>) will be displayed continuously in a user's browser once that user's link is completed and throughout the entire duration of that user's link. Further, Licensee shall not in any way alter, distort, or obscure any portion of the Lowe's website, through metatags, framing or otherwise, without the prior written permission of Lowe's.



3. Licensee and Lowe's acknowledge each other's respective and exclusive ownership of all right, title and interest in and to their respective copyrighted trademarks, service marks, and logos (the "Marks"), and accept a limited, non-transferable license to use the Marks on its website to facilitate the linkage as defined in paragraph 2 above.

4. Licensee shall not use any names, marks, terms, graphics, or other materials on its website that are likely to cause confusion with, or dilute the distinctiveness of, Lowe's copyrights, trademarks and service marks.

5. This license shall terminate upon expiration or termination of the Sponsorship Agreement by and between Lowe's and Licensee dated as of July 1st, 2005 (the "Sponsorship Agreement"). Upon termination of this license, Licensee shall immediately terminate the hypertext link(s) between its website and Lowe's website, and cease all further use of Lowe's copyrights, trademarks and service marks, or any other similar mark, name, or logo, including, without limitation, any name or mark that comprises or includes the term "Lowe's".

6. This Agreement shall be amended only in writing executed by both parties and construed according to the laws of the United States of America and the laws of the State of Delaware, applied without regard to its choice of law rules.

7. THE LOWE'S WEBSITE AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED WITHOUT WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS REQUIRED BY THE SPONSORSHIP AGREEMENT (INCLUDING, PARTICULARLY, THE INDEMNIFICATION PROVISIONS THEREIN) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.



IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, hereto set their hands.

LOWE'S HOME CENTERS, INC.

BY: *Keith M. Kasen*
KEITH M. KASEN, PRESIDENT
Print name and title

BUSCH ENTERTAINMENT
CORPORATION

BY: *Robert J. Gifford*
Robert J. Gifford, SVP.
Print name and title

LF, LLC

BY: *Rebecca E. Green*
Rebecca E. Green
Print name and title Trademark manager/
Asst. Secretary



CONSENT TO PREFERRED SUPPLIER AGREEMENT

The City of San Diego ("City"), as Lessor under that certain Lease Agreement described in documents filed in the office of the City Clerk of San Diego as Document No's. 762304; 765767; RR-259814; RR-263507; RR-266641; OO-18538-1 and RR-296787 ("Master Lease") entered into with

**SEA WORLD, INC.,
a Delaware corporation**

("Lessee"), hereby consents to that certain Preferred Supplier Agreement ("Agreement") commencing January 1, 2006 and expiring on December 31, 2007, by and between Busch Entertainment Corporation, a subsidiary of Anheuser-Busch and the owner and operator of SeaWorld of California, and

PANASONIC CORPORATION OF NORTH AMERICA

("Supplier"). The Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, is subordinated to the Master Lease in all respects. The City is hereby merely approving the Agreement as required by Article III of Document No. RR-296787 of the Master Lease. All terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Agreement. The City is not bound by any term or condition in the Agreement which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following:

Hold Harmless: Lessee shall assume the defense of, indemnify and hold harmless City from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the Agreement, including the operations conducted by Supplier on the leased premises, the condition of the premises or from any act or omission of Supplier, its agents and invitees; provided, this duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or sole willful misconduct of the City, its agents, officers, or employees.

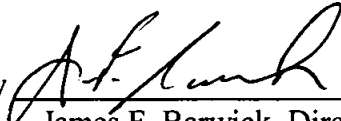
Sign and Color Policy: Lessee must comply with City sign ordinances and the Mission Bay Park Sign and Color Policy, including any signs posted by Supplier under the terms of the Agreement.

Consideration: Lessee's consideration as a result of the Agreement will be considered as gross income from any other sale, services or operation on the leased premises approved under the

purposes for which the Lease is granted and shall be subject to rent payable to the City at the rate of Nine Percent (9%) of gross income specified in the Master Lease (as may be amended).

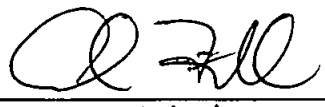
THE CITY OF SAN DIEGO

Dated 5/21/08

By 
James F. Barwick, Director, Real Estate
Asset Department

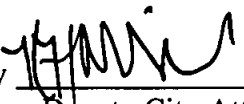
SEA WORLD OF CALIFORNIA

Dated 4/15/08

for By 
Andrew Fichtorn
Executive VP & General Manager
APPROVED AS TO FORM AND LEGALITY

MICHAEL J. AGUIRRE, City Attorney

Dated 5/9/08

By 
Deputy City Attorney

VB/cb
01/16/08

L:\Harris, Kim\Real Property\SeaWorld\Seaworld Panasonic Consent Supplier.doc

PREFERRED SUPPLIER AGREEMENT

THIS AGREEMENT is entered into by and between Busch Entertainment Corporation (referred to herein as "BEC" and "Buyer") and Panasonic Corporation of North America with its principal office in Secaucus, New Jersey ("Supplier").

Background

BEC wishes to purchase from Supplier certain products for use and re-sale by BEC at its theme parks and other facilities, and Supplier is willing to offer such products to BEC.

NOW THEREFORE, in consideration of the mutual promises stated below, BEC and Supplier agree as follows:

ARTICLE 1 **SCOPE**

1.1 The following Exhibits are incorporated by reference herein:

Exhibit A - Goods/Services Specifications
Exhibit B - Pricing

1.2 The term of this Agreement shall commence as of January 1, 2006 and unless terminated earlier pursuant to the terms and conditions of this Agreement (the "Term") shall expire on December 31, 2007.

1.3 For the Term of this Agreement, BEC agrees to designate Supplier as a Preferred Supplier of the certain goods and services described in Exhibit A attached hereto (such goods and services collectively referred to as "Goods"). Any Goods purchased by BEC, its subsidiaries and affiliates shall be priced in accordance with the pricing set forth in Exhibit B attached hereto. Pricing is firm for the entire Term of this Agreement and the prices set forth in Exhibit B cannot be increased except as set forth in Exhibit B. Supplier represents and warrants that the prices set forth herein are not less favorable than those currently extended to any other domestic customer for the same or similar goods in equal or lesser quantities. If Supplier reduces its price for such goods to other domestic customers during the Term of this Agreement, Supplier agrees to reduce the price of the Goods under this Agreement to such lower price.

ARTICLE 2 **CONTROLLING TERMS AND CONDITIONS**

Each sale and purchase of Goods pursuant to this Agreement shall be subject to and governed exclusively by the terms of this Agreement and BEC's Standard Purchase Order ("Purchase Order") delivered with respect to such sale and purchase, a copy of which Supplier acknowledges it has previously received ("PO Terms and Conditions"). To the extent that the terms and conditions of this Agreement conflict with those of the applicable Purchase Order, the terms and conditions of this Agreement, including its Exhibits, shall control over the PO Terms and Conditions.

ARTICLE 3 **PURCHASE / SALE**

3.1 The terms and conditions of this Agreement shall apply to all Purchase Orders issued by BEC to Supplier for the purchase of Goods whether or not the Agreement is referenced in the Purchase Order. Both parties acknowledge that the execution of this Agreement does not obligate BEC to purchase any particular quantity of Goods, notwithstanding any prior purchases of such Goods or other course of conduct between the parties, and therefore there is no minimum purchase quantity of Goods under this Agreement.

3.2 All purchases of Goods by BEC, its affiliates and subsidiaries shall apply toward any specified purchase volume requirement and any applicable discounts and rebates, during the Term of this Agreement.

3.3 BEC reserves the right to negotiate further discounts for any specific large quantity purchases.

3.4 On each order hereunder, Supplier may not ship more than the quantity of each line item of Goods ordered pursuant to the applicable Purchase Order. BEC shall pay only on the basis of actual quantities of Goods received, as such quantity is determined by BEC.

3.5 Any Goods purchased by BEC hereunder shall be manufactured in accordance with specifications and all prospective revisions set forth in Exhibit A and the applicable Purchase Order. Supplier agrees that there will be no substitution of materials used in the manufacturing of goods or change of manufacturing process without the prior approval of BEC. If Supplier is a distributor, Supplier shall use its best efforts to apprise manufacturer of Goods of this obligation and to notify BEC of any manufacturing change. BEC reserves the right to reject any Goods, even after acceptance, in the event BEC learns of a manufacturing change that in BEC's sole opinion, affects BEC's ability to use the Goods.

ARTICLE 4 **PAYMENT / DELIVERY**

4.1 Payment terms for all Goods purchased hereunder shall be as follows:

1% 30, Net 31

0.5% Defective Allowance

4.2 Supplier shall ship all Goods in accordance with its normal shipping and delivery time from receipt of BEC's Purchase Order. Supplier understands and acknowledges that BEC expects that Supplier shall maintain access to adequate quantities of Goods in order to supply BEC's needs on a "just-in-time" basis.

4.3 Except as set forth in the Applicable Purchase Order, all Goods purchased by BEC, its affiliates and subsidiaries shall be shipped by the Supplier F.O.B. BEC park distribution warehouse (Orlando, FL; San Diego, CA; San Antonio, TX; Tampa, FL; Williamsburg, VA; and Langhorne, PA). Supplier shall ship via a BEC approved carrier, as set forth in BEC's then current published routing instructions, which may be modified from time to time in BEC's reasonable discretion. Supplier shall use reasonable commercial efforts to meet all BEC requested delivery dates.

ARTICLE 5
NOTICES / DOCUMENTATION

5.1 Unless otherwise specified in the applicable Purchase Order, all notices and/or documentation required herein shall be given by hand delivery or certified mail to the parties as follows:

If to BEC:

Busch Entertainment Corporation
231 S. Berniston, Suite 600
Clayton, MO 63105-1914
Attn: Corporate Vice President, Merchandise

If to Supplier:

Panasonic
Two Panasonic, 7A-3
Secaucus, NJ 07094
Attn: Jennifer Nadel
Phone: (201) 392-4061
Fax: (201) 392-4242

Either party may change its representative or address designated for notice herein by notice to the other party in accordance with this Section.

ARTICLE 6
SUPPLIER'S PROPOSAL

6.1 Supplier's specific representations and warranties in BEC's favor regarding the quality and/or performance of Goods set forth in Supplier's proposal and all addenda thereto received by BEC prior to the date of this Agreement shall be deemed to be express warranties and are incorporated herein by reference.

ARTICLE 7
ENTIRE AGREEMENT

7.1 This Agreement and various exhibits incorporated herein shall constitute the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

7.2 No term or condition of this Agreement may be added to, modified, superseded or altered except in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth in Section 1.2 hereof.

**PANASONIC BATTERY CORPORATION
OF NORTH AMERICA**

By: _____

Brian Kimberlin

Title: Director of Sales

BUSCH ENTERTAINMENT CORPORATION

By: _____

Michael Catcott,

Corporate Vice President, Merchandise

EXHIBIT A

GOODS / SERVICES SPECIFICATIONS

- 1) Fixture Program
- 2) Service Program to include:
 - Planograms
 - Sales Representative Quarterly Visit
 - In-store Service
- 3) Marketing and Promotional Partnership under separate agreement to include:
 - See Attachment

**Busch Entertainment Corporation
Marketing and Partnership
Deal Memo 2006-2007**

Company

Agreement between Panasonic and Busch Entertainment Corporation (BEC)

Contact

Jennifer Nadel

Parks

SeaWorld San Diego, SeaWorld Orlando, SeaWorld San Antonio, Busch Gardens Tampa, Busch Gardens Williamsburg, Water Country USA, Adventure Island, Sesame Place, Discovery Cove

Term

The term of the agreement shall be January 1, 2006 through December, 31 2007, unless terminated under other terms and conditions of the Preferred Supplier Agreement.

Exclusivity and Designation

Panasonic would be the official battery partner of the Anheuser-Busch Adventure Parks and each of the individual parks. This would mean we would not work with another battery partner on marketing programs and we would only sell stand alone Panasonic branded batteries at our parks.

Busch Entertainment will provide the following considerations and rights to Panasonic annually

- 1. Designate Panasonic as the "official battery partner" for the Anheuser-Busch Adventure Parks or any of the individual nine parks.**
- 2. Shall create and maintain a link to Panasonic's website from each of our park websites.**
- 3. Panasonic shall have the right to have its trademark, name and/or logo on all park maps and on all general park brochures that promote the park. Panasonic will be listed along with other BEC partners.**
- 4. Panasonic, with our prior approval, will have the right to use the park name and photographs, films or other representations of the park in connection with advertising or promotion of its name and products.**
- 5. Busch Entertainment will supply Panasonic with 325 complimentary tickets per contract year for use at any of our parks, excluding Discovery Cove. Tickets can be used for promotional use or for use for key clients, consumers, or employees(Not for resale)**

6. The parks will provide Panasonic an online ticket program, if requested, enabling Panasonic employees to obtain tickets at a 20% discount (not for resale). This will be set up on Panasonic's secure internal intranet site.
7. Subject to availability, Busch Entertainment will provide use of park venues for hospitality functions at no charge. This does not include admission, food or beverage. Catering for all in-park Panasonic events will be made available at a 10% discount off regular rates for groups from 0 to 2,000, and a 20% discount for larger groups. Gratuities are not discounted.
8. Busch Entertainment will make available to Panasonic for promotional or internal use, park merchandise at retail price less 30% (plus any additional freight). The purpose for the request, area distribution and quantity will all be monitored to insure appropriateness, and to avoid potential park or licensing conflicts.
9. One sweepstakes for a family of four to any of our parks to be used for retail programs outside of our parks. (4 days/3 night accommodations, airfare, and tickets to the parks).
10. In park exposure will be delivered via displays and point of sale created by Panasonic and approved by Busch Entertainment Merchandise department.

Panasonic will provide the following considerations and rights to Busch Entertainment annually

1. Annual sponsorship fee of \$150,000 to be paid in two equal installments (April 1st and Sept 1st of each year)
2. Use of the Panasonic video signage in Time Square. Panasonic will provide specific and availability to BEC
3. Use of Panasonic logos and trademarks to be used in mutually agreeable promotions
4. In park displays, retail programs, pricing, goods and services specifications will be addressed separately as part of total Preferred Supplier Agreement
5. Commitment to establish a formal meeting with Panasonic decision makers for a total park partnership proposal for all appropriate Panasonic brands.

Panasonic: _____
Title: _____
Date: _____

Busch Entertainment Corporation: _____
Title: _____
Date: _____

AGREEMENT

THIS AGREEMENT is made as of January 25, 2008, by and among YAMAHA WATERCRAFT, a division of YAMAHA MOTOR CORPORATION, USA, a California corporation with offices at 1270 Chastain Road, Kennesaw, Georgia 30144 ("Yamaha") and SEA WORLD OF CALIFORNIA, a division of SEA WORLD, INC. ("SWC") a Delaware corporation, with offices at 500 Sea World Drive, San Diego, California 92109-7995.

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

WHEREAS, Yamaha is engaged in the business of distributing, among other products, water craft and sports boats (hereinafter collectively referred to as the "Watercraft");

WHEREAS, the Park desires to use certain Watercraft in the Show and Yamaha desires to provide certain Watercraft to the Park and Yamaha desires to become the Official Exclusive Personal Watercraft Sponsor of the Show;

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

1. TERM AND TERMINATION.

(a) The term of this Agreement commenced on January 1, 2008 and shall terminate on December 31, 2009 (the "Term"), unless sooner terminated as hereinafter provided. Each January 1 through December 31 period shall be hereinafter referred to as a "Contract Year".

(b) Either party may terminate this Agreement without liability upon written notice to the other party no later than forty-five (45) days prior to the end of any Contract Year. Such termination shall be effective as of the first day of the Contract Year immediately following such notice.

(c) Either party may terminate this Agreement in the event that (i) the other party shall fail to perform any material covenant or to comply with the material terms or conditions of the Yamaha Agreements and such nonperformance or noncompliance shall continue for a period of thirty (30) days after receipt of written notice of such default, or (ii) if any of the representations or warranties made by the other party in the Yamaha Agreements shall prove to be untrue or inaccurate in any material respect. For purposes hereof, the "Yamaha Agreements" shall collectively mean (x) this Agreement; (y) that certain Agreement of even date between Yamaha and Sea World of Florida, Inc., and (z) that certain Agreement of even date between Yamaha and Sea World of Texas, Inc.

(d) Upon sixty (60) days prior written notice to Yamaha, SWC may terminate this Agreement in whole or in part in the event that (i) SWC ceases to operate the Park, (ii) SWC sells to a third party substantially all of the assets of the Park, or (iii) substantially all of the stock of SWC is sold to a third party. In the event of such termination, SWC shall immediately return all Watercraft to Yamaha within ten (10) days of written notice to Yamaha of above event.

2. PROMOTIONAL TERMS AND CONDITIONS.

(a) As consideration for certain promotional rights granted to Yamaha by SWC, Yamaha shall loan to SWC five (5) Watercraft to be used in the Show as identified on Exhibit A attached hereto. Yamaha shall retain title and ownership of the Watercraft at all times.

(b) On or before January 1, 2009, SWC shall return all previously furnished Watercraft to Yamaha and Yamaha shall exchange said Watercraft for comparable watercraft of the then current model year. Upon such exchange, the parties shall prepare and sign a schedule listing such exchanged Watercraft which shall be deemed to be the Watercraft subject hereof and shall replace the exhibit prepared pursuant to Section 2(a) hereof. In addition to the aforementioned exchange, Yamaha hereby grants SWC the right to purchase the Watercraft being replaced for the then fair market value. Should SWC fail to return the Watercraft to Yamaha on or before January 1, 2009, SWC shall pay Yamaha the then current MSRP (Manufacturers Suggested Retail Price) for all Watercraft.

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

(d) During the Term, SWC shall supply Yamaha with space at the Park near the Show venue suitable for the display of a Yamaha personal watercraft. The cost of any such display will be borne solely by Yamaha.

(e) Each Contract Year, SWC shall provide to Yamaha one hundred seventy (170) complimentary admission tickets to the Park. Such tickets shall be used by Yamaha's employees or their immediate families and not for resale or transfer to any other parties.

(f) SWC agrees to institute an online discounted admission program, subject to the execution of a separate agreement, which will provide Park admission tickets to Yamaha employees or for Yamaha's business use at a twenty percent (20%) discount. Yamaha agrees that said tickets are to be used for corporate purposes only and not for resale or transfer to any persons or parties other than Yamaha employees and their immediate families.

(g) Subject to availability and payment of admission by Yamaha, Yamaha shall have the right to utilize Park venues during regular Park operating hours for hospitality functions ("Functions"). Catering for such Functions will be made available to Yamaha at a ten percent (10%) discount off regular rates for groups from one (1) to two thousand (2,000) persons and a twenty percent (20%) discount for groups in excess of two thousand (2,000) persons. Gratuities shall be billed as a percentage of the non-discounted catering bill.

(h) SWC shall, at its own expense, operate and maintain the Show and pay all taxes thereon, including taxes on any personal property owned by SWC that is used in connection with

the Show. All proceeds derived from operation of the Parks and the Show shall be on account of, retained, and owned by SWC.

(i) Subject to the prior approval of SWC as set forth in Section 8(c) below, Yamaha may include SWC Trademarks on in-store, point-of-sale materials.

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

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

(ii) provide suitably attired attendants to staff the Show. The attendants shall be employees or independent contractors of SWC, and Yamaha shall have no participation in or responsibility for the hiring, supervision, compensation or indemnification of the attendants but may participate in the training of the employees regarding Yamaha, its products and services, such training to be conducted at Yamaha's expense and at a time mutually agreeable to the parties. If requested by SWC, Yamaha may provide its employees for such staffing, any such employees to be subject to SWC's rules and regulations.

(k) Except as otherwise expressly provided herein, SWC shall have complete discretion in operation and maintenance of the Show. Notwithstanding any other provision of this Agreement, SWC shall have the right to advertise and publicize the Show and the Parks in any manner which SWC may elect.

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

(m) Except as expressly granted herein, nothing in this Agreement is intended to entitle any party to this Agreement to claim any right, title, or interest in, or right to use, the name of the other party, the name or existence of any property or facility owned by the other party (or any portion thereof), or any other names, designs, logos, symbols, trademarks, service marks, representations, or other identification of the other party.

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

3. MAINTENANCE OF WATERCRAFT.

(a) During the Term, SWC shall perform at its own expense (or shall hire independent contractors to perform) all routine maintenance on the Watercraft and keep the Watercraft in good appearance and working condition, normal wear and tear excepted.

(b) Yamaha shall be responsible for all defects or mechanical failures in the Watercraft beyond routine maintenance and shall repair or replace the Watercraft as needed. SWC shall provide Yamaha written notice of a repair request. Yamaha shall arrange for the Watercraft to be repaired by an authorized Yamaha dealer. If the Watercraft is unable to be repaired, within ten (10) days of SWC's written notice of repair, Yamaha shall provide a replacement or loaned Watercraft.

4. OPERATION OF WATERCRAFT. SWC hereby covenants that the Watercraft shall be operated and driven (a) exclusively by Park employees and independent contractors of the Park; (b) in accordance with United States Coast Guard rules and all applicable federal, state and local laws and regulations and (c) in accordance with the Operator's Guide, Safety Handbook and on-product warning labels provided by Yamaha including, without limitation, wearing at all times an approved personal flotation device and all appropriate protective clothing. SWC shall ensure that all Park employees and independent contractors of the Park sign a Waiver and Hold Harmless Agreement, attached and incorporated herein as Exhibit B. SWC shall provide Yamaha with copies. Should SWC and its employees or independent contractors fail to comply with this section, Yamaha shall notify SWC and SWC may be required to return the Watercraft immediately, within Yamaha's sole discretion.

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

6. PUBLICITY.

(a) SWC owns all rights including all copyrights in and to the Show in perpetuity and throughout the world, and shall have the right and may grant others the right to film, video tape, audio tape, photograph and otherwise record the Show and the Watercraft used in connection with the Show ("Recordings"). SWC shall have the right but not the obligation to edit, reproduce, print, disseminate, and otherwise publish such Recordings, including any portion in which any of the Watercraft appear or are mentioned, for publicity, promotion and advertising purposes of the Show alone or the Show in conjunction with the Parks, or for any other purpose as SWC deems appropriate in its sole discretion, without any compensation to or further permission from Yamaha.

(b) Yamaha understands that the promotional rights granted by SWC to Yamaha in this Agreement are exclusive only with regard to the Watercraft. Yamaha also understands that, in addition to the Watercraft, SWC intends to use other types of marine products, excluding competitive products manufactured and sold by companies other than Yamaha, in the Show under similar promotional arrangements, so long as no such company is identified to the public as the "Official Exclusive Personal Watercraft Sponsor" of the Show.

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

7. TRADEMARKS.

(a) Yamaha acknowledges that SWC owns: (1) certain trade names, trademarks, service marks, logos and characters and the goodwill associated with each (hereinafter "SWC's Trademarks"), and (2) copyrights and works relating to the Parks and the operation, advertising and promotion of the Parks ("Parks' Properties"). Yamaha acknowledges that SWC's Trademarks and Parks' Properties are valuable assets of SWC and that this Agreement does not transfer or convey to Yamaha or any third party any ownership rights in and to SWC's Trademarks and/or Parks' Properties owned by SWC, or any of SWC's parent, subsidiary or affiliated companies (collectively, the "SWC Properties"). Except as set forth in Section 2 (i) and Section 8 below, Yamaha shall not have the right to use, and shall not use, in any way or for any purpose, the names "SWC", "Sea World", Anheuser-Busch Adventure Parks," "Busch Entertainment Corporation" or any similar name, or any other Park Properties, without the express prior written consent of SWC in each instance.

(b) SWC acknowledges that Yamaha owns: (1) certain trade names, trademarks, service marks, logos and characters and the goodwill associated with each (hereinafter "Yamaha's Trademarks"), and (2) copyrights and works relating to the Watercraft and the operation, advertising and promotion of the Watercraft ("Watercraft Properties"). SWC acknowledges that Yamaha's Trademarks and Watercraft Properties are valuable assets of Yamaha and that this Agreement does not transfer or convey to SWC or any third party any ownership rights in and to Yamaha's Trademarks and/or Watercraft Properties owned by Yamaha, or any of Yamaha's parent, subsidiary or affiliated companies. Except as required in order for SWC to fulfill its obligations to Yamaha hereunder, SWC shall not have the right to use, and shall not use, in any way or for any purpose, Yamaha's names, Yamaha's Trademarks or Watercraft Properties owned by Yamaha or any of Yamaha's parent, subsidiary or affiliated companies (collectively, "Yamaha Properties"), without the express prior written consent of Yamaha.

8. ADVERTISING.

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

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

(c) Yamaha shall submit to SWC all advertising material (including promotional copy, artwork and layout) relating to Yamaha's Official Exclusive Personal Watercraft Sponsor status in association with the Show together with a brief statement as to the use to which the promotional material will be put and the media through which and the period of time during which it will be distributed or displayed. Yamaha agrees not to use any such advertising material relating to Yamaha's Official Exclusive Personal Watercraft Sponsor status in association with the Show without first obtaining in writing the specific approval of SWC. In determining whether to grant such approval, SWC shall exercise its judgment in good faith. Yamaha shall furnish to SWC final proofs or scripts of all advertising material relating to Yamaha's Official Exclusive Personal Watercraft Sponsor status in association with the Show which differs significantly from the proposals or prototypes previously approved by SWC. Such proofs and scripts shall indicate the specific use to which they will be put, within a reasonable time before they are forwarded or made available to the media. SWC may require Yamaha to include such trademark and copyright notices as SWC finds necessary or appropriate in its sole judgment on any such advertising or promotional materials relating to Yamaha's Official Exclusive Personal Watercraft Sponsor status in association with the Show which display SWC's name, or any other name, designs, logos, symbols, trademarks, service marks, or any other SWC Properties. If SWC reasonably finds any proofs or scripts significantly different from the proposals or prototypes approved, or any SWC Properties are inappropriately or untimely used, Yamaha shall, immediately after being notified to that effect by SWC, and in any event within ten (10) days after such notice is given, cause the withholding or discontinuance of such advertising and diligently seek to effect, to the extent possible, the recall or cancellation of any such advertising already authorized or begun.

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

9. INDEMNIFICATION; INSURANCE.

(a) Yamaha agrees to indemnify, hold harmless and defend SWC, its parent, affiliated and subsidiary companies, and the officers, directors, agents and employees of each, from and against any and all claims, suits, damages, liabilities, costs and expenses in relation to any claims (whether based on tort, breach of contract, patent or copyright infringement, or otherwise paid whether or not suit is filed), including reasonable attorneys' fees (including, without limitation, attorneys' fees and court costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceeding), and other legal expenses (collectively, "Claims") to the extent arising out of or based on (i) the design and manufacture of the Watercraft or the fitness of the Watercraft for its intended purpose; (ii) any designs, plans, specifications, materials or components furnished by Yamaha to SWC and incorporated as part of the Show, (iii) any designs or materials provided by Yamaha for use in advertising or promotions permitted hereunder regardless of SWC's prior approval of such designs or materials, (iv) Yamaha's breach of any provision of this Agreement; (v) the acts or omissions of Yamaha or its representatives, agents or employees, or (vi) libel, slander, invasion of privacy, or infringement of copyright or trademark, resulting from SWC's use and/or display of Yamaha's Properties as contemplated hereby.

(b) Yamaha shall provide SWC, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that it has a commercial general liability insurance policy (including products liability) in force with at least Two Million Dollars (\$2,000,000.00) single limit liability. The certificate shall also certify that SWC is an additional insured under the insurance policy. The evidence of coverage shall specifically state that coverage, as it pertains to SWC, shall be primary regardless of any other coverage which may be available to SWC. Coverage shall be on an occurrence rather than a claims-made basis. The policy shall be written so that SWC will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. Yamaha shall not violate, or permit to be violated, any conditions of said insurance policy, and Yamaha shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of SWC's obligations hereunder that Yamaha shall have furnished to SWC the insurance certificate as aforesaid.

(c) Yamaha hereby expressly waives any and all claims, of whatever nature, for any and all loss or damage sustained by reason of any defect, deficiency, or failure of the Watercraft, except in the event any of the same caused solely by the acts or omissions of SWC's employees or independent contractors. Yamaha hereby agrees that SWC shall not be required to obtain replacement insurance for the Watercraft and that, in the event of the partial or total loss of Watercraft, Yamaha shall replace said Watercraft under the same terms and conditions of this Agreement unless in the event any of the same is caused solely by the acts or omissions of SWC's employees or independent contractors.

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

(e) SWC shall provide Yamaha, on or before execution of this Agreement, with a certificate from its qualified and licensed insurer certifying that it has a marine protection and indemnity insurance policy in force with at least Two Million Dollars (\$2,000,000.00) single limit liability. The certificate shall also certify that Yamaha is an additional insured under the insurance policy. Coverage shall be on an occurrence rather than a claims-made basis. The policy shall be written so that Yamaha will be notified of the cancellation or any restrictive amendment of the policy at least thirty (30) days prior to the effective date of such cancellation or amendment. SWC shall not violate, or permit to be violated, any conditions of said insurance policy, and SWC shall at all times satisfy the requirements of the insurance company writing said policy. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Yamaha's obligations hereunder that SWC shall have furnished to Yamaha the insurance certificate as aforesaid.

(f) Each party shall give the other party prompt notice of any claim, demand or action coming within the purview of the indemnities contained in this Section 9. Upon the written request of an indemnitee, the indemnitor will assume the defense of any such claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitors from the indemnity as to the claim, demand or action so settled. Termination of the Agreement shall not affect the continuing obligations of each of the parties as an indemnitor hereunder.

10. REPRESENTATIONS AND WARRANTIES.

(a) Yamaha represents and warrants to SWC that all Watercraft:

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

(b) Yamaha agrees that its warranties and representations contained in this Agreement shall be subject to limitation of warranties which may be contained in any other Watercraft description, literature, manual, notice, invoice, packing slip, bill of lading.

11. FORCE MAJEURE. If either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, hurricanes, tornadoes, earthquakes, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor fuel, power, equipment, supplies or transportation, or any law, rule, regulation, order or other action adopted or taken by any federal, state, or local governmental authority, or by any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance is so limited or prevented, and, if such events result in closure of a Park for a temporary period, the Term shall be extended with respect to such Park for an equal period. The party failing to perform or which is delayed in performance hereunder shall give written notice to the other party within ten (10) days after the occurrence of any such cause and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing its obligations hereunder. Each party shall exercise due diligence to remove or remedy any such causes delaying, interrupting or preventing its performance hereunder and shall give the other party prompt written notice when that has been accomplished.

12. EXPENSES; MAINTENANCE OF BOOKS AND RECORDS.

(a) Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

(b) During the Term and for a period of at least two (2) years following the termination of this agreement, Yamaha shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all invoices and other charges submitted to SWC for payment hereunder were valid and proper, and (ii) no payments have been made,

directly and indirectly, by or on behalf of Yamaha to or for the benefit of any SWC or Park employee or agent who may reasonably be expected to influence SWC's decision to enter into this Agreement, or the amount to be paid by SWC pursuant hereto. (As used herein, "payments" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with United States generally accepted accounting principles consistently applied. SWC and/or its representative shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine said Records.

13. INDEPENDENT CONTRACTORS. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. Each party agrees and acknowledges that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

14. FAILURE TO OBJECT NOT A WAIVER. The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

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

If to Yamaha:

Yamaha Motor Corporation, USA
1270 Chastain Road
Kennesaw, Georgia 30144

If to SWC:

Sea World of California
500 Sea World Drive
San Diego, CA 92109

With copies to:

Anheuser-Busch Companies, Inc.
Corporate Legal Department
One Busch Place 202-6
St. Louis, MO 63118
Attn: Vice President and General Counsel

or to such other address as either party may provide to the other in accordance herewith.

16. SUCCESSORS AND ASSIGNS. Yamaha and SWC shall not assign its rights and/or obligations under this Agreement without the prior written approval of SWC. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

17. MISCELLANEOUS.

(a) This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements in regard thereto. The parties have not relied upon any inducements, promises, warranties or undertakings other than those expressly set forth in this Agreement. Nothing in this Agreement shall give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under this Agreement except that the indemnitees specified in Section 8 may enforce their rights thereunder.

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

(c) The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

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

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

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

(g) The provisions of Subsections 9(a), 9(c), 9(d), 9(e) and 12(b) and Section 7 shall survive the expiration or earlier termination of this Agreement.

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

(i) This Agreement is made in the State of Missouri and shall be governed by the substantive provisions of Missouri law. The parties agree that any legal action or proceeding with respect to this Agreement shall be brought in the United States District Court for the Eastern District of Missouri or, if such court does not have jurisdiction, in any court of general jurisdiction in St. Louis County, Missouri. Yamaha consents to the personal jurisdiction of such courts, agrees to accept service of process by certified or registered mail and hereby waives any jurisdictional or venue defenses otherwise available to it.

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

YAMAHA WATERCRAFT, a division of
YAMAHA MOTOR CORPORATION, USA

SEA WORLD OF CALIFORNIA, a division of
SEA WORLD, INC.

By: _____

Title: _____

By: _____

mit

Title: Executive VP & General Manager

Stephens, Barbara

From: Ward, Randy
Sent: Wednesday, April 16, 2008 2:14 PM
To: Stephens, Barbara
Cc: Barbusca, Dori
Subject: RE: Yamaha Contract

That is correct.

**RANDY WARD
ENTERTAINMENT OPERATIONS
SEAWORLD SAN DIEGO
(619) 226-3958**

From: Stephens, Barbara
Sent: Wednesday, April 16, 2008 1:58 PM
To: Ward, Randy
Cc: Barbusca, Dori
Subject: Yamaha Contract

Randy,
Please confirm the inventory and value for the Yamaha equipment as stated in the 2008 – 2009 institutional advertising contract:

2 – Wave Runner	\$19,600
2 – Super Jet	\$13,400
2 – SX 230 Jet Boat	\$74,000

Total value-in-kind	\$107,000
---------------------	-----------

Thank you,
Barbara (Bobbie) Stephens

EXHIBIT A

[To be prepared by the parties and attached hereto. In the event this Exhibit is left blank, the Watercraft actually delivered by Yamaha to SWC shall conclusively be deemed to be the Watercraft subject of this Agreement.]

EXHIBIT B

Yamaha's current form of release shall be attached hereto and incorporated herein.



THE CITY OF SAN DIEGO

June 1, 1998

Mr. William A. Davis
Executive Vice President
and General Manager
Sea World of California
1720 South Shores Road
San Diego, California 92109-9980

RE: Maintenance Permit - Portion of Mission Bay Park

Dear Mr. Davis:

In connection with Sea World's use and occupancy of certain premises in Mission Bay Park known as "Sea World" pursuant to that certain lease (the "Lease") between the City of San Diego ("City") and Sea World, Inc., a Delaware corporation ("Permittee") dated as of JUN 29 1998, as amended from time to time, City hereby grants permission to Permittee, and its officers, agents and employees to enter upon that certain City-owned property ("Permit Area"), as depicted on the attached Exhibit A-1 upon the following terms and conditions:

1. Permittee's use of the Permit Area shall be limited to entry upon the same for the purpose of maintaining the landscaping, and irrigation systems for such landscaping, located within the Permit Area. Such maintenance obligations shall include but not be limited to irrigation, weeding, pruning and landscape replacement.
2. Consideration to City for granting this permit shall be the Permittee's assuming and discharging the responsibility for complete maintenance of the landscaping within the Permit Area, its irrigation and irrigation systems. Landscaping plans and future changes in landscaping will be subject to the prior written approval of the District Manager of Mission Bay Park, which shall not be unreasonably withheld. Permittee shall not be responsible for any other equipment, facilities or other property not owned by it located within the Permit Area including but not limited to traffic signals, street lighting, directional signs or utilities, it being understood that the operation, maintenance, repair or replacement thereof shall remain the responsibility of City.

DOCUMENT NO. 00-18538-2
FILED JUN 29 1998
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

3. Permittee shall operate, repair, maintain and replace the irrigation systems required for the landscaping located within the Permit Areas, provided that City shall first provide and install (and convey to Permittee by bill of sale) a working irrigation and landscaping system initially required as part of the City's planned development of South Shores. Water for the maintenance of such landscaping shall be provided by the City, but only to the extent that would have been required as part of the City's planned development of South Shores. Permittee shall not be required to provide water for the City's landscaping.

4. The term of this permit shall be the same as the term of the Lease, with the right of cancellation by the City upon six (6) months prior written notice to the Permittee; provided, that in the event this permit is no longer in effect as a result of cancellation or other action by the City, then Permittee's obligations as set forth in this permit, including the obligation to maintain, repair and replace certain landscaping and irrigation systems of the City, shall terminate.

5. Permittee certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$5 million combined single limit liability with an occurrence claims form and that said policy shall be kept in force for the duration of this permit. A certificate of said insurance shall be filed with the City Real Estate Assets Department upon execution of this permit.

6. Permittee agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries (including death) to any person or property, including, but not limited to, injury to Permittee's employees, agents, officers or invitees, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Permittee and its agents, officers, or employees in performing the work or services herein and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of City, its agents, officers, or employees.

City agrees to defend, indemnify, protect, and hold Permittee and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries (including death) to any person or property, including, but not limited to, injury to City's employees, agents, officers or invitees, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of City and its agents, officers, or employees within or related to the Permit Area and all expenses of investigating and defending against same; provided, however, that City's duty to indemnify and hold harmless shall not include any claims or liability arising from the established negligence or willful misconduct of Permittee, its agents, officers, or employees.

7. All risks in connection with Permittee's use of the Permit Area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee but only to the extent such damages are not the result of the negligent acts or omissions of the City or its agents.

8. Permittee shall not use the Permit Area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.

9. As set out in Section 5 above, this permit is revocable upon six (6) months written notice to Permittee at any time by the City of San Diego. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.

10. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.

11. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the performance of its obligations in the Permit Area.

12. Permittee shall not assign any rights granted by this permit nor any interest therein. Any assignment by operation of law shall automatically terminate this permit. Notwithstanding the foregoing, this permit may be assigned to an approved assignee of Sea World, Inc.'s Lease with the City.

13. No signs shall be displayed on the Permit Area without the prior written consent of the City Manager, which shall not be unreasonably withheld provided: all such signs are in compliance with Mission Bay Park standards, laws related to sign requirements, and acceptable to the Traffic Engineering Division of the City.

14. Permittee shall not remove any plant material from the Permit Area without the prior written consent of the Park and Recreation Department of City. Should the Permittee need to remove any plant material, a written request must be submitted to the City of San Diego, Park and Recreation Department, Coastal Division, attention District Manager, at 2581 Quivira Way, San Diego, California 92109. Permittee agrees to transplant or box trees disturbed within the Permit Area and relocate the same within Mission Bay Park as directed by the Park and Recreation Department of City. Permittee shall be responsible for the

maintenance of the Permit Area and that maintenance will conform to Mission Bay Park maintenance standards.

15. Permittee will provide plans for irrigation systems that will be demolished or made obsolete by any proposed construction and showing how they will be repaired by Permittee. Plans shall be submitted to the City Park and Recreation Department and all repairs shall be done in conformance with Mission Bay Park maintenance standards with regard to parts used, etc.

16. Upon execution of this Permit, Permittee will provide a construction schedule for all improvements and will furnish updates to District Manager, City of San Diego, Park and Recreation Department, 2581 Quivira Way, San Diego, California 92109.

17. This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

18. Permittee and City understand and agree that if any provisions of this permit augment, modify, remove, or conflict with the project description and/or special conditions of any required coastal development permit, further action by the Coastal Commission may be required, either through an amendment to the coastal development permit or issuance of a separate coastal development permit.

19. Permittee agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Permittee's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed copy of this letter and return it to the City Property Department, together with your insurance certificate.

If you should require additional information or have any questions, please call Linda M. Fierro, Property Agent, at 236-6985.

Very truly yours,



ROBERT J. COLLINS
Real Estate Assets Manager

jmj

Attachments

cc: County Assessor

HWPO11995FIERROL-MAINT.SEA

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED
THIS 1 DAY OF JUNE, 1998.

SEA WORLD, INC.
a Delaware corporation

By: William A. Davis

APPROVED AS TO FORM AND LEGALITY
CASEY GWINN, City Attorney

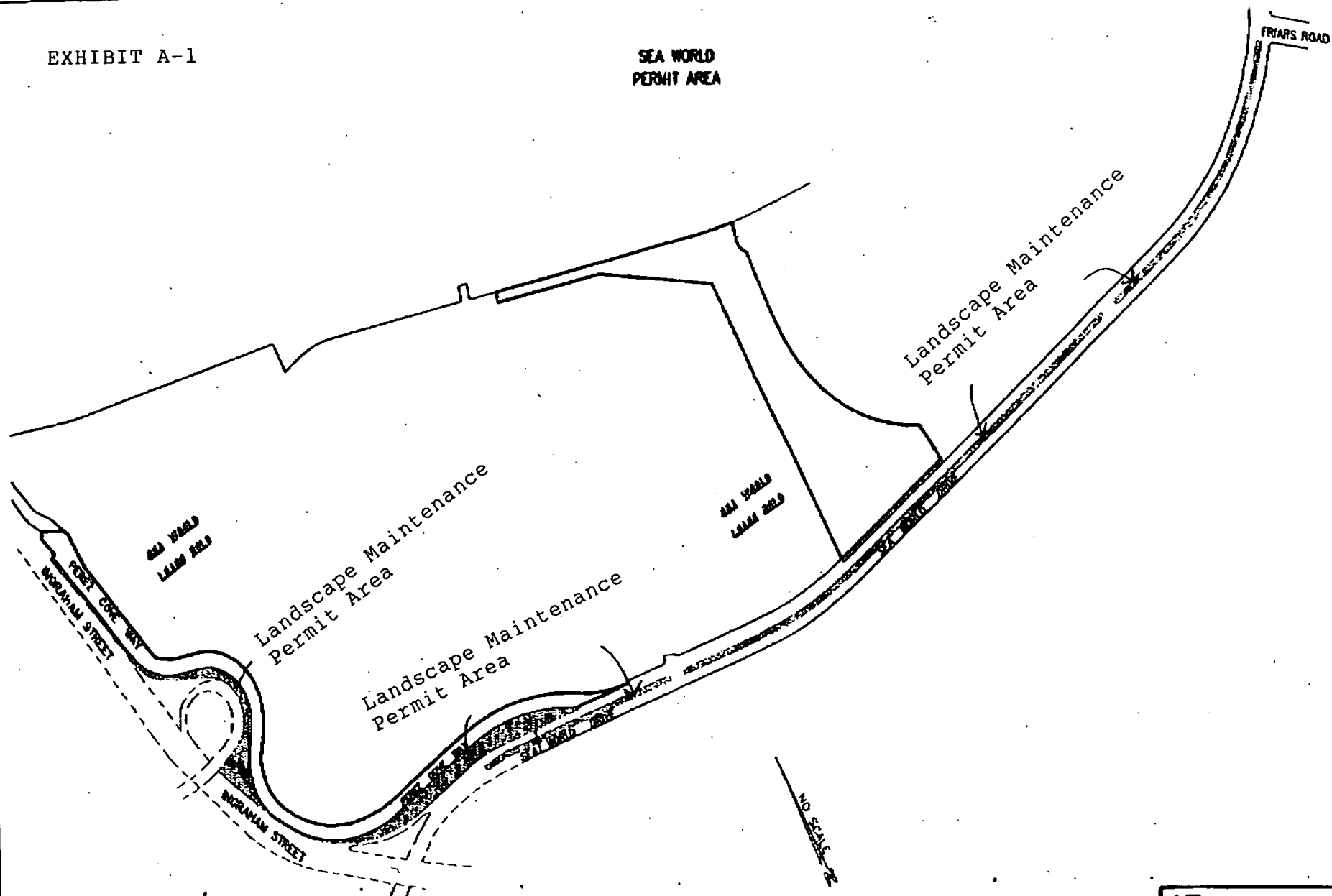
By: Priscilla Dwyer
Deputy City Attorney

DEVELOPMENT AND ENVIRONMENTAL PLANNING
ENVIRONMENTAL CLEARANCE:

John M. Turner SR PLANNER/EAS
7/8/98

EXHIBIT A-1

SEA WORLD
PERMIT AREA



HALE ENGINEERING
215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease) entered into with

SEA WORLD, INC.

(LESSEE) and filed in the Office of the City Clerk as Documents 762304, 765767, RR-259814, RR-262370, RR-263507, 769275-2, RR-266641, hereby consents to that certain Sublease Agreement between the above LESSEE (SUBLESSOR) and

HUBBS - SEA WORLD RESEARCH INSTITUTE, INC.

(SUBLESSEE) dated February 10, 1993. Said Sublease shall be subordinate to the Master Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

1. SUBORDINATION: This agreement is in effect a sublease of a portion of the premises covered by that certain Master Lease as amended between the sublessor herein and the City of San Diego. This sublease is subject and subordinate to the covenants and conditions of said Master Lease, notwithstanding any provisions hereof contrary to or in conflict with said agreement.
2. INTERPRETIVE CENTER: Sublessee agrees to design and construct an interpretive center within the premises for the education and entertainment of visiting students and the general public. The interpretive center shall contain, but not be limited to, active displays of tidal action and its effects on Mission Bay, and static displays of fauna and flora in Mission Bay Park. The display shall be installed within two years of the signing of this sublease agreement, and be in general conformity to the plans and specifications submitted to the City by Powerhouse Exhibits on February 9, 1993. The plans shall be subject to the approval of the City Manager, but such approval shall not be unreasonably withheld.
3. BIKE PATH: The realignment of the Inghram Street Bridge incorporated a bike path passing under the bridge. The bikeway shall be retained in a manner satisfactory to the Park and Recreation Director.

DOCUMENT NO, 769812
FILED JUL 26 1993
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

4. PARKING: Should parking requirements indicate that a portion of the existing Sea World overflow lot be utilized, the parties agree to provide evidence satisfactory to the Property Director that the project will not adversely impact availability of parking at Sea World.
5. PLAN APPROVAL: This consent is conditioned upon review and approval of final plans for all improvements to the premises by the Property Department of the City of San Diego.

THE CITY OF SAN DIEGO

Dated 7-19-93

By Mary Joann Hovatter
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

JOHN W. WITT, City Attorney

Dated 7/19/93

By [Signature]
Deputy

The above is accepted and acknowledged by:

HUBBS - SEA WORLD RESEARCH, INC, Inc.

By [Signature]

This 21 day of July 1993.

SUBLEASE AND NONEXCLUSIVE EASEMENT AGREEMENT

between

HUBBS-SEA WORLD RESEARCH INSTITUTE, INC.

and

SEA WORLD, INC.

Dated: February 10, 1993

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SUBLEASE AND NONEXCLUSIVE EASEMENT AGREEMENT

I - PARTIES

THIS SUBLEASE AND NONEXCLUSIVE EASEMENT AGREEMENT (this "Sublease") is made this 10th day of February, 1993 by and between Hubbs-Sea World Research Institute, Inc. ("Tenant"), whose principal address is 1700 South Shores Road, San Diego, California 92109, and Sea World, Inc., a Delaware corporation ("Landlord"), whose principal address in California is 1720 South Shores Road, San Diego, California 92109.

II - RECITALS

A. Landlord operates a marine theme park on property leased from the City of San Diego ("City") and located at 1720 South Shores Road, San Diego, California 92109 (the "Park").

B. Landlord leases the Park from the City pursuant to a lease dated July 16, 1963, filed in the Office of the City Clerk of City as Document No. 658698, as the same has been amended by certain operative lease amendments dated December 14, 1977; January 29, 1979; December 12, 1983; June 24, 1985; and September 22, 1986, filed in the Office of the City Clerk of City as Document Nos. 762304, 765767, RR-259814, RR-263507, and RR-266641, respectively. (Said lease and said lease amendments, as the same may hereafter be amended, supplemented or replaced, are hereinafter referred to as the "Master Lease.")

C. Tenant is a non-profit public benefit corporation engaged in oceanographic and coastal research and development activities for the public good, including the benefit of Mission Bay Park and City tidelands.

D. Article IV, Paragraph D of the Master Lease authorizes Landlord to grant Tenant the right to occupy a portion of Landlord's leased premises not to exceed 80,000 square feet.

E. Landlord and Tenant signed a license agreement dated August 1, 1985 ("Tenant Agreement"), under which Tenant now occupies approximately 18,520 square feet of the first and second floors of the northeast corner of the Perez Cove building in the Park (the "Perez Cove Premises").

F. Landlord and Tenant desire to move the Tenant operation to a building (the "Building") known as A Place To Meet, formerly known as the Atlantis Restaurant, located on Landlord's leased premises, to enable Tenant to expand its operations.

III - TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. PREMISES AND PERMITTED USES.

1.1 PREMISES. Subject to the conditions set forth in this Sublease, Landlord hereby sublets to Tenant and Tenant hereby sublets from Landlord the premises which comprise the Building and which is more particularly described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Premises"). The Premises shall also include any additions to the Building or other buildings or structures constructed on the Exterior Areas, as defined below, from time to time by Tenant, provided Landlord has approved any such additions or improvements, in its sole and absolute discretion.

1.2 EXTERIOR AREAS. Subject to the conditions set forth in this Sublease and section 1.3 below, commencing upon the commencement of this Sublease and expiring upon the expiration or earlier termination of this Sublease, Landlord hereby grants Tenant, and its employees, guests and invitees a non-exclusive easement for parking, maintenance, landscaping, and ingress and egress over that certain real property more particularly described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Exterior Areas"). Landlord reserves the right to grant additional nonexclusive easements to third parties, provided any such easements do not unreasonably interfere with the nonexclusive easement granted herein. The Exterior Areas and the Premises shall sometimes collectively be referred to herein as the "APTM Premises".

1.3 PARKING AREAS. Notwithstanding the foregoing, Tenant's non-exclusive easement to use the parking areas shall be subject to the rights reserved by Landlord to use the parking areas on Nonbusiness Days, as defined below. Landlord reserves for itself and its agents, employees, guests and invitees the exclusive right to use the parking areas on Nonbusiness Days. Tenant, however, may use those parking spaces designated by Landlord on Nonbusiness Days provided Tenant obtains the prior written consent of Landlord. Landlord shall have the sole and absolute discretion of determining if Tenant may use any parking spaces on Nonbusiness Days, and the number and location of any such parking spaces. Landlord may at any time increase, decrease or terminate the number, location and use of any such approved parking spaces, all in Landlord's sole and absolute discretion. If Tenant or any of its employees, agents, guests or invitees park in the parking areas on Nonbusiness Days without Landlord's prior written consent, Landlord shall have the right to remove any such automobile at Tenant's sole cost and expense.

1.4 USE OF APTM PREMISES. Tenant shall occupy and use the APTM Premises only for the purpose of engaging in oceanographic and coastal research and development activities for the public good, including the benefit of

Mission Bay Park and City tidelands, and for no other use or purpose whatsoever. Tenant shall not engage in any activity which will invalidate any policy of insurance now or hereafter held by Landlord with respect to the APTM Premises or the Building. Should Tenant engage in any activity which increases any insurance premium, then subject to Section 25.12 below, Tenant shall reimburse Landlord for the cost of any such increased premiums or promptly cease the activity, in Landlord's discretion. Tenant shall not do or permit anything to be done in or about the APTM Premises or the Building which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or allow the APTM Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the APTM Premises. Tenant shall not commit or allow to be committed any waste in or upon the APTM Premises or the Building. Tenant shall be solely responsible, at its sole and cost and expense, for obtaining any governmental permits or approvals required in connection with its use of the APTM Premises or the operation of its business, including, without limitation, any required discharge permits, industrial waste permits, or any other permits or approvals.

1.5 RESERVATION OF MEETING AREAS. Landlord reserves the right from time to time to use or permit others to use the recreation hall, conference rooms and other meeting areas located in the Building, provided that such use does not interfere with Tenant's use thereof. Landlord shall notify Tenant of its desire to use such meeting areas at least five (5) days prior to the date of intended use.

2. CONSIDERATION.

2.1 Landlord grants the rights granted herein to Tenant in consideration for Tenant's promise to vacate the Perez Cove Premises and fund, design, construct and operate a marine research facility as more fully described in Exhibit C attached hereto (referred to hereafter as the "Tenant Improvements") in accordance with the conditions of this Sublease. Provided Tenant complies with all the conditions of this Sublease, and except as otherwise provided in this Sublease, Tenant shall not be obligated to pay any rental consideration to Landlord.

2.2 Should Tenant perform or allow another (other than Landlord) to perform any activity at the APTM Premises which results in the City charging Landlord rent or other additional charges and subject to Section 25.12 below, Tenant agrees to promptly reimburse Landlord for such rent and charges.

3. DATE OF OCCUPANCY. After all of the following conditions listed in this Section 3 have been met to the satisfaction of Landlord, Landlord shall send Tenant a written notice specifying the date on which Tenant may commence occupancy of the Premises ("Occupancy Date"). Tenant shall have the right to occupy the Premises and commence using the Exterior Areas as of the Occupancy Date.

3.1 Tenant must receive written notification from Landlord that Landlord has vacated the APTM Premises.

3.2 Tenant must obtain all applicable licenses, permits, approvals or other authorizations permitting Tenant to occupy and use the APTM Premises, to conduct its business and to construct the Tenant Improvements.

3.3 Tenant must obtain all applicable licenses, permits and other authorizations prior to permitting an educational or scientific nonprofit, public benefit organization or governmental agency acceptable to and approved in writing by Landlord, in its sole and absolute discretion (such organization shall sometimes be collectively referred to herein as the "Subtenant") to occupy a portion of the APTM Premises and to assist Tenant with funding, designing, constructing and operating the Tenant Improvements and the APTM Premises. In addition, the occupancy of the APTM Premises by Subtenant shall be subject to all of the terms, conditions and provisions of this Sublease and to a written occupancy agreement the written terms and conditions of which, including without limitation, liability requirements, length of term, insurance requirements, and indemnity requirements, shall be subject to the prior written approval of Landlord.

Notwithstanding the foregoing, Tenant may, with the prior written approval of Landlord, which approval may be conditioned upon among other things Landlord's satisfaction that Tenant has obtained the insurance required herein and is otherwise in compliance with the terms and conditions of this Sublease, occupy the APTM Premises prior to the Occupancy Date, for the sole purpose of designing and constructing the Tenant Improvements. If Tenant totally or partially occupies the APTM Premises prior to the Occupancy Date, including without limitation, early occupancy to construct the Tenant Improvements, all of the terms and conditions of this Sublease shall be in effect during any such early occupancy.

4. MASTER LEASE. This Sublease shall be and remain subject and subordinate to the terms, covenants and conditions of the Master Lease and any modification, replacement, alteration, or substitution therefor or thereof. Tenant agrees that as to its interests in the APTM Premises, and all persons in possession or holding under it, including without limitation the Subtenant, it and they will conform to and will not violate any of the terms or provisions of the Master Lease as it may be modified, altered, replaced or substituted from time to time. In the event of any conflict or inconsistency between this Sublease and the Master Lease, the provisions of the Master Lease shall govern and prevail. It is understood that this Sublease shall not become effective until it has been consented to and approved by the City in writing. All consents and approvals required by this Sublease to be obtained from the City shall be applied for solely by Landlord; provided, however, that this provision shall not apply to those consents and approvals that are required by law to be obtained, such as, for example, building permits and coastal development permits which shall be the responsibility of Tenant. In connection with obtaining the City's consent and approval, Tenant shall promptly furnish to Landlord such information and materials as

the City may require and shall upon the direction of Landlord pay directly to the City all fees and other charges imposed by the City in connection therewith. It is agreed that the terms of this Sublease shall not in any event extend beyond the term of the Master Lease.

5. TERM AND CONDITIONS OF CONTINUING OCCUPANCY. Subject to the conditions set forth in this Sublease, and specifically subject to the conditions set forth in this Section 5, the term of this Sublease shall commence on the date first above written and shall terminate upon the earlier of (i) the expiration of 30 years following the Occupancy Date, or (ii) December 31, 2023.

5.1 Tenant shall comply with the timelines for constructing the Tenant Improvements set forth in Section 14 below.

5.2 All construction and or renovation plans and drawings, and all applications and or requests for permits and other authorizations required by the Master Lease and or by law, shall be first submitted to Landlord for review and approval in accordance with the provisions of Section 14 below.

5.3 The Tenant Improvements and APTM Premises shall be operated in compliance with Section 4 of this Sublease throughout the duration of this Sublease.

5.4 Tenant shall at all times under this Sublease diligently and continuously use all or a substantial portion (at least ninety percent (90%) of the total area) of the Premises for the purposes set forth herein.

6. DEFAULT AND REMEDIES.

6.1 DEFAULT. The occurrence of any one or more of the following events shall constitute a default and material breach of this Sublease by Tenant (a "Default").

(a) The abandonment or vacation of the APTM Premises by Tenant.

(b) The failure by Tenant to make any payment of any amounts owing under this Sublease, as and when due. Tenant acknowledges that late payment by Tenant to Landlord may cause Landlord to incur costs not contemplated by this Sublease, the exact amount of such costs being extremely difficult and practical to fix. Such costs include, without limitation, process and accounting charges, and late charges that may be imposed on Landlord. Therefore, if any payment or reimbursement due from Tenant is not received by Landlord on the fifth (5th) day after its due date, subject to Section 25.12 below, Tenant shall pay to Landlord an additional sum of 5% of the overdue amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that

Landlord will incur by reason of late payment by Tenant. Tenant acknowledges and agrees that Landlord's acceptance of a late charge payment shall not constitute a waiver of Tenant's Default with respect to the overdue amount or prevent Landlord from exercising any of the rights or remedies available to Landlord.

(c) The failure of Tenant to timely comply with the covenants and conditions set forth in Sections 5.1 and 5.2.

(d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Sublease to be observed or performed by Tenant, other than described in Paragraphs (a), (b) and (c), above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in Default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

6.2 REMEDIES UPON TENANT'S DEFAULT. In the event of a Default by Tenant, and at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have, Landlord shall be entitled to terminate Tenant's right to possession of the APTM Premises and Tenant's non-exclusive easement of the Exterior Areas by any lawful means, in which case, this Sublease shall terminate and Tenant shall immediately surrender possession of the APTM Premises to Landlord. In such event Landlord shall have the immediate right to reenter and remove all persons and property, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without Landlord becoming liable for any loss or damage which may be occasioned thereby. In the event that Landlord shall elect to so terminate this Sublease, then subject to Section 25.12 below, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's Default, including without limitation, Landlord's attorneys' fees and court costs, any statutory damages or damages otherwise recoverable at law or equity or as otherwise provided in this Sublease.

7. INDEMNITY. For purposes of the indemnity and insurance provisions set forth in this Sublease, the following definitions shall apply:

7.1 "Landlord" shall mean Sea World, Inc., a Delaware corporation, its parent, subsidiaries and affiliates, and the officers, directors, employees, agents, licensees, assigns, and servants of each.

7.2 "Loss" shall mean any and all claims, losses, damages, liabilities, obligations, injuries, demands, liens, penalties, costs or expenses, whether incurred as a judgment, settlement, penalty, fine or otherwise, including, without limitation, all consequential damages, interest, attorneys' fees, court costs, investigation costs, discovery costs, and costs of defense and costs of appeal, in

connection with any action or arising out of any action, claim or proceeding, whether real or spurious.

8. INSURANCE AND INDEMNITY.

8.1 INDEMNIFICATION. Landlord shall not be liable for, and Tenant shall release, indemnify, defend and hold Landlord harmless from, any Loss, arising directly or indirectly from (a) any labor dispute involving Tenant, Subtenant or any of their respective employees, contractors and agents, (b) the construction, repair, alteration, improvement, use, occupancy or enjoyment of the APTM Premises by Tenant, Subtenant and their respective assignees, and/or subtenants and their respective contractors, agents, licensees, or invitees, subtenants and their respective contractors, agents, licensees or invitees, including without limitation, any claims relating to the presence of asbestos in the Building or in the APTM Premises, or due to any construction by or for the benefit of Tenant or Subtenant which disturbs the asbestos, causes the asbestos to become friable or otherwise released into the air, (c) any breach or failure of performance of any obligation on Tenant's part to be performed under this Sublease or (d) injuries to and/or death of persons and damage to property occurring on or about the APTM Premises, including without limitation, injuries or death resulting from the presence of asbestos in the Building and in the APTM Premises (hereinafter collectively "Claims") including without limitation Claims caused by Landlord's negligence (whether active or passive), provided, however, Tenant shall have no obligation to indemnify or defend Landlord from claims caused by Landlord's gross negligence, deliberate misconduct or criminal act. Further, Tenant shall assume the defense of, indemnify and save harmless City from all claims, expenses and liability of every nature directly or indirectly arising from or alleged to have arisen from the operations conducted on the APTM Premises or from any act or omission of Tenant, its agents and invitees.

8.2 RELEASE AND WAIVER OF SUBROGATION.

(a) To the extent of the waiver of subrogation set forth in Section 8.2(b) below, Landlord and Tenant release each other, and their respective authorized representatives, if any, from any Claims for injury, death or damage to any person or to the APTM Premises, or to the Building or the Exterior Areas and to the fixtures, Tenant's or Subtenant's personal property, merchandise, and improvements and alterations of either Landlord, Tenant or Subtenant in or on the APTM Premises or the Building or the Exterior Areas and, including loss of income, business or rents, that are caused by or result from risks insured against under any property insurance policies carried by the parties and in force at the time of such damage, or required to be carried under the terms of this Sublease.

(b) Each party shall endeavor to cause each property insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against either party and their representatives in connection with any damage covered by any policy. If any such insurance policy

cannot be obtained with a waiver of subrogation clause or rider without payment of an additional premium charge above that charged by the insurance companies issuing such policies without waiver of subrogation, the party receiving the benefit shall elect to either forfeit the benefit (in which case the release set forth above in Section 8.2(a), with respect to a loss covered by such policy shall be void) or shall pay such additional premium to the insurance carrier requiring such additional premium in order to obtain the waiver of subrogation.

8.3 TENANT'S INSURANCE OBLIGATIONS. Tenant agrees to apply for, obtain and maintain during the term of this Sublease, from insurance companies with general policy holder's ratings, of not less than "A," and a financial size rating of not less than "Class XI," as rated in the most current available edition of "Best's Insurance Guide," effective from and after the earlier to occur of (i) the Occupancy Date or (ii) Tenant's partial or complete occupancy of the APTM Premises, at Tenant's sole cost and expense, insurance coverage in the amount specified and in the form hereinafter provided:

(a) Commercial General Liability Insurance (Occurrence Form Policy) with an Each Occurrence Limit of not less than Two Million Dollars (\$2,000,000) and a General Aggregate Limit of not less than Two Million Dollars (\$2,000,000), insuring Tenant and Landlord (as an additional insured) against claims for bodily injury, personal injury and property damage based upon, involving, and arising out of the use, maintenance or occupancy of the APTM Premises and all areas appurtenant thereto. Such liability insurance shall include, among other coverages, Products and Completed Operations Liability coverage, Owners and Contractors Protective Liability coverage, Fire Legal Liability coverage, glass (plate or tempered) replacement coverage. Such liability insurance shall include coverage for all vehicles and vessels used by Tenant in connection with its operation of its business on the APTM Premises, including without limitation, owned, non-owned and hired vehicles. Such liability insurance shall contain a "Cross-liability" endorsement, an "Additional Insured-Managers or Lessors of APTM Premises" endorsement, and an "Amendment of the Pollution Exclusion" for damage caused by heat, smoke or fumes from a hostile fire. Such liability insurance shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Sublease as an "insured contract" for the performance of Tenant's indemnity obligations under this Sublease. The Each Occurrence Limit and General Aggregate Limit shall not include the cost of defense of third party claims and shall be per location limits. Tenant shall obtain any endorsements necessary to insure that said limits apply only to the APTM Premises. In the event a loss occurs reducing the Each Occurrence Limit or the General Aggregate Limit during any policy period, Tenant shall promptly take the action necessary, including but not limited to, the payment of any additional premiums, to re-establish said limits. The limits of such liability insurance shall not limit the liability of Tenant hereunder nor relieve Tenant of any obligation hereunder.

(b) Insurance covering all of Tenant's leasehold improvements, alterations, additions and/or improvements, trade fixtures, merchandise and personal property from time to time in, on or upon the APTM Premises, in an amount equal to their full replacement cost from time to time during the term of this Sublease, providing protection against any peril included within the classification "All Risk Coverage," including protection against earthquake, flood, sprinkler damage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Sublease shall cease and terminate as provided herein.

(c) Tenant shall maintain all insurance requirements of the state of California, including without limitation, workers' compensation insurance and coverage for Federal Longshoreman and Harbor Workers, and any other insurance for the payment of claims for bodily injuries, including death or disease, sustained by Tenant or Tenant personnel in an amount of at least that required under law. Employers' Liability coverage shall be included with a limit of liability of not less than \$2,000,000.00. A Waiver of Subrogation in favor of Landlord and an All States endorsement shall be obtained from Tenant's workers' compensation and employers' liability insurer.

(d) Tenant shall provide an "all physical loss" builders' risk insurance policy on the Tenant Improvements. The policy shall include as insureds Tenant, its contractor and subcontractors, and Landlord and its agents, as their interests may appear. The amount of insurance to be provided shall be 100% of the replacement cost of such Tenant Improvements.

(e) In the event Tenant acquires, leases, owns or otherwise operates a ship, boat or other vessel during the term of this Sublease, Tenant shall during the period of any such ownership, control or operation, maintain Protection and Indemnity Insurance covering liability for bodily injury and property damage, including full collision and navigation liability, in the amount and form acceptable to Landlord in its reasonable discretion but in no event in an amount less than \$1,000,000. Tenant shall provide a certificate of insurance evidencing such insurance to Landlord prior to commencing any operation of any such vessel.

(f) All policies of insurance provided for herein to be obtained by Tenant shall be issued by an insurance company or insurance companies approved in writing by Landlord and City, and shall be issued in the name of Tenant with Landlord and City as additional insureds, which policies shall be for the mutual and joint benefit and protection of Landlord, City and Tenant, and executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord and City within ten (10) days after issuance of each such policy. All public liability and property damage policies shall contain a provision that Landlord and City, although named as additional insureds, shall nevertheless be entitled to recovery under said policies for any loss occasioned to them, their servants, agents and employees by reason of the negligence of Tenant, its agents, sublessors and employees. As often

as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent, and shall be delivered to Landlord and City at least ten (10) days prior to the expiration of the term of the existing policy. All policies of insurance delivered to Landlord and City must contain a provision that the company writing said policy will give Landlord and City thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord and City may carry, whose insurance shall be considered excess insurance only. In the event that Tenant shall fail to insure or shall fail to furnish to Landlord and City any such policy, duplicate policy or certificate as herein required, Landlord and/or City may from time to time, but shall not be required to, effect such insurance for the benefit of Tenant or Landlord or City or all of them for a period not exceeding one year, and any premium paid by Landlord or City shall be recoverable from Tenant on demand. No policy of Tenant insurance shall contain a deductible; provided, however, that Landlord and City shall not unreasonably withhold their consent to a Two Thousand Five Hundred Dollar (\$2,500.00) deductible on the policy required by paragraph (b) above; provided further that in the event of a deductible, whether consented to by Landlord and City or not, Tenant shall be deemed to have self-insured in the amount of the deductible, and no such self insurance shall diminish the rights and privileges to which Landlord and City would otherwise have been entitled to under the terms of this Sublease had there been a third-party insurer, such as waiver of subrogation.

Notwithstanding anything to the contrary contained within this section, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant, provided, however, that Landlord and City shall be named as additional insureds thereunder as their interests may appear and that the coverage afforded Landlord and City will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord and City at all reasonable times to inspect policies of insurance of Tenant covering risks upon the APTM Premises for which policies or copies thereof are not required to be delivered to Landlord or City.

8.4 LANDLORD'S INSURANCE. Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Building in an amount to be determined by Landlord. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance. Subject to Section 25.12 below, Tenant agrees to reimburse Landlord during each year or partial year of the term of this Sublease, the cost to Landlord of the insurance required to be maintained by Landlord on the APTM Premises (including any deductible portion thereof) for each such year or partial year.

Such reimbursement for any partial year of the term hereof shall be prorated on a time basis. Payment shall be made by Tenant within fifteen (15) days after receipt of a written statement from Landlord setting forth the cost of such insurance and showing in reasonable detail the manner in which it has been computed. In the event the cost to Landlord of the insurance it is required to maintain on the APTM Premises by Landlord is not separately charged to Landlord by its insurance carrier, the portion applicable to the APTM Premises shall be determined by Landlord.

Landlord shall additionally be entitled to, but not required to, obtain any other insurance coverage, including without limitation earthquake coverage, as it deems necessary or appropriate for the benefit of the Building and the Exterior Areas, and subject to Section 25.12 below, Tenant agrees within ten (10) days following billing therefor to pay to Landlord that portion of such cost applicable to the APTM Premises as determined by Landlord.

8.5 INSURANCE USE RESTRICTIONS. Tenant agrees that it will not do anything in or about the APTM Premises, the Building or the Exterior Areas that will in any way increase the rates for insurance covering the APTM Premises, the Building or the Exterior Areas, or cause a loss of insurance coverage. Subject to Section 25.12 below, Tenant agrees to pay to Landlord forthwith upon demand the amount of any increase in premiums charged to Landlord for insurance carried by Landlord pursuant to the Sublease which increase results from Tenant's violation of the foregoing restrictions, irrespective of whether Landlord shall have consented to Tenant's actions or to promptly cease the activity which has led to an increase in premiums. If Tenant installs upon the APTM Premises any electrical equipment which overloads the electrical lines, Tenant shall, at its own expense, make all changes to its APTM Premises and install any fire extinguishing equipment that Landlord's insurance underwriters or applicable fire, safety and building codes and/or regulations may require. Nothing herein contained shall be deemed to constitute Landlord's or the City's consent to such overloading.

8.6 CHANGES IN INSURANCE COVERAGE, FORM AND AMOUNT. If, at any time, in the opinion of Landlord's lender or of the City, or the insurance broker retained by Landlord, the coverage, form or amount of any insurance required under this Sublease to be carried by Tenant is inadequate under prevailing insurance industry practices, then Tenant shall, at its sole cost and expense, forthwith upon the request of Landlord obtain insurance in coverage, form and amount as reasonably required by either Landlord's lender, the City, or Landlord's insurance broker.

8.7 NOTICE OF CLAIM. Landlord and City shall give Tenant written notice of any Claim made against Landlord or City, as the case may be. Except as otherwise provided by any insurance policies carried in connection with this Sublease or except as otherwise provided by any laws relating to insurance, Landlord and City shall use counsel selected by Tenant and approved by Landlord or City, as the case may be, paid for by Tenant, to defend against any Claim, provided, however, Tenant shall not be required to pay for Landlord's counsel or City's counsel with

respect to Claims which are the result of the gross negligence or wilful misconduct of Landlord or City, as the case may be. Tenant may participate in the defense, at Tenant's own cost, with counsel of Tenant's choosing.

9. WARRANTIES AND REPRESENTATIONS OF TENANT. Tenant warrants and represents that all of the following are true as of Tenant's signing of this Sublease and that they shall remain true during the term of this Sublease. Tenant shall give Landlord prompt written notice of any change in the truth or accuracy of any of the following. Landlord shall have the right to terminate this Sublease immediately if any of the representations or warranties made by Tenant are untrue or inaccurate in any material respect. All warranties and representations, wherever contained in this Sublease, shall survive the expiration or earlier termination of this Sublease.

9.1 Tenant is a non-profit public benefit corporation duly authorized to conduct its operations in the State of California, exempt from tax under section 501(d)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and section 23701d of the California Revenue and Taxation Code. Tenant is also a private operating foundation under Section 4942(j)(3) of the Code.

9.2 Tenant has the full right and authority to enter into and fully perform this Sublease in accordance with its terms. This Sublease, when executed and delivered by Tenant, shall be Tenant's legal, valid and binding obligation enforceable against Tenant in accordance with its terms. The execution and delivery of this Sublease has been duly authorized by Tenant, and such execution and delivery and the performance by Tenant of its obligations hereunder, do not and shall not violate or cause a breach of any other agreement or obligation to which Tenant is a party or by which Tenant is bound.

9.3 Tenant either has or will obtain in a timely manner all licenses, permits, or other authorizations necessary to lawfully conduct its operations at the APTM Premises, including without limitation (i) all required waste water discharge permits and (ii) all applicable permits from federal, state and local environmental agencies to acquire, transport, keep, train, display, and transfer possession, custody and ownership of any regulated marine animals and or substances.

9.4 Tenant shall maintain and keep at the APTM Premises all records required to be maintained by law relating to its operations at the APTM Premises.

10. RESERVATION OF RIGHTS. All rights not expressly granted by Landlord to Tenant under this Sublease are reserved by Landlord. Without limiting the foregoing, Landlord expressly reserves the right, on behalf of itself and its agents, representatives and employees, to enter the APTM Premises at all reasonable times for the purpose of inspecting the APTM Premises to determine whether Tenant is complying with the terms of this Sublease, for performing any necessary repairs or

maintenance and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the APTM Premises.

11. SUCCESSORS AND ASSIGNS.

11.1 Tenant shall not voluntarily or by operation of law assign, transfer, mortgage or otherwise transfer, encumber, or sublet (collectively "Assignment") all or any part of Tenant's interest in this Sublease or in the APTM Premises. Changing the control of Tenant shall constitute an Assignment. Any attempted Assignment made in violation of this provision shall be null and void. Tenant shall also not assign or sublet all or any part of Tenant's interest in this Sublease or in the APTM Premises without the prior written consent of City. An assignment by operation of law shall automatically terminate this Sublease. Subject to the foregoing limitations, this Sublease shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

11.2 In the event that after the Occupancy Date Tenant for any reason loses its non-profit status or becomes insolvent or otherwise unable to continue its operations at the APTM Premises, the Sublease shall at the option of Landlord terminate; however, the Subtenant may continue to occupy the APTM Premises as if the Subtenant were Tenant, provided that the Subtenant has prior thereto signed and delivered to Landlord an assumption agreement expressly assuming all of Tenant's responsibilities under this Sublease, and provided further that the City and Landlord, expressly in writing, approve such assumption agreement. In such event, the Subtenant shall be subject to all of the conditions of this Sublease and shall be obligated to perform all of the obligations of Tenant under this Sublease.

12. UTILITY INSTALLATIONS; TRADE FIXTURES; ALTERATIONS.

12.1 DEFINITIONS; CONSENT REQUIRED. The term "Utility Installations" is used in this Sublease to refer to all carpeting, window coverings, air lines, power panels, electrical distribution, security, fire protection systems, lighting fixtures, heating, ventilating, and air conditioning equipment, plumbing, and fencing in, on or about the APTM Premises. The term "Trade Fixtures" shall mean Tenant's machinery and equipment that can be removed without doing material damage to the APTM Premises. The term "Alterations" shall mean any modification of the improvements on the APTM Premises other than that which are provided by Landlord under the terms of this Sublease, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Tenant that are not yet owned by Landlord as provided below. Tenant shall not make any Alterations or Utility Installations in, on, under or about the APTM Premises without Landlord's prior written consent. Tenant may, however, make non-structural Utility Installations to the interior of the APTM Premises (excluding the roof), as long as they are not visible from the outside, do not involve puncturing, relocating or removing the

roof or any existing walls, and the cumulative cost thereof during the term of this Sublease as extended does not exceed \$25,000.

12.2 CONSENT. Any Alterations or Utility Installations that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form with proposed detailed plans. All consents given by Landlord, shall be deemed conditioned upon: (i) Tenant's acquiring all applicable permits required by governmental authorities, (ii) the furnishing of copies of such permits together with a copy of the plans and specifications for the Alteration or Utility Installation to Landlord prior to commencement of the work thereon, (iii) the compliance of Tenant with all conditions of said permits in a prompt and expeditious manner, (iv) furnishing evidence reasonably satisfactory to Landlord that any contractors or subcontractors who may come in contact with asbestos or otherwise cause a release of asbestos are fully trained and licensed to deal with asbestos and that they have adequate bonds or insurance to cover any claims which may arise due to their negligence, and (v) the furnishing by Tenant of evidence of insurance or security bonds in such forms and amounts as are acceptable to Landlord, insuring Landlord against any claims which may arise from the presence of asbestos in the Building, including without limitation any Claims which may result from the disturbance or release of such asbestos. Any Alterations or Utility Installations or tenant improvements made by Tenant during the term of this Sublease shall be done in a good and workmanlike manner, with good and sufficient materials, and in compliance with all applicable laws and regulations. Tenant shall promptly upon completion thereof furnish Landlord with as-built plans and specifications therefor. Landlord may (but without obligation to do so) condition its consent to any requested Alteration or Utility Installation upon Tenant's providing Landlord with a lien and completion bond in an amount equal to one and one-half times the estimated cost of such Alteration or Utility Installation.

12.3 INDEMNIFICATION. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the APTM Premises, which claims are or may be secured by a mechanics' or materialman's lien against the APTM Premises, the Building or the Exterior Areas or any interest therein. Tenant shall give Landlord no less than ten (10) days' notice prior to the commencement of any work, in or about the APTM Premises, and Landlord shall have the right to post notices of non-responsibility in or on the APTM Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord, and the APTM Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the APTM Premises. If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien, claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the APTM Premises free from the effect of such lien or claim. In addition, subject to Section

25.12 below, Landlord may require Tenant to pay Landlord's attorney's fees and costs in participating in such action if Landlord shall decide it is to its best interest to do so.

13. OWNERSHIP; REMOVAL; SURRENDER; AND RESTORATION.

13.1 OWNERSHIP. Subject to Landlord's right to require their removal or become the owner thereof as hereinafter provided, all Alterations and Utility Additions made to the APTM Premises by Tenant shall be the property of and owned by Tenant, but considered a part of the APTM Premises. Landlord may, at any time and at its option, elect in writing to Tenant to be the owner of all or any specified part of the Tenant Owned Alterations and Utility Installations. Unless otherwise instructed by Landlord, all Lessee Owned Alterations and Utility Installations shall, at the expiration or earlier termination of this Sublease, become the property of Landlord and remain upon and be surrendered by Tenant with the APTM Premises.

13.2 REMOVAL. Unless otherwise agreed in writing, Landlord may require that any or all Lessee Owned Alterations, the Tenant Improvements, and/or Utility Installations be removed by the expiration or earlier termination of this Sublease, notwithstanding their installation may have been consented to by Landlord. Landlord may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent of Landlord.

13.3 SURRENDER/RESTORATION. Tenant shall surrender the APTM Premises by the end of the last day of the Sublease term or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Sublease. Except as otherwise agreed or specified in writing by Landlord, the APTM Premises, as surrendered, shall include the Utility Installations and any Tenant Improvements made by Tenant which Landlord has not required Tenant to remove. The obligation of Tenant shall include the repair of any damage occasioned by the installation, maintenance or by or for Tenant, and the removal, replacement, or remediation of any soil, material or ground water contaminated by Tenant, all as may then be required by applicable law and/or good practice. Tenant Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant subject to its obligation to repair and restore the APTM Premises per this Sublease.

14. TENANT IMPROVEMENTS.

14.1 PRELIMINARY PLANS. Within three (3) months after the execution of this Sublease, Tenant, shall at its sole cost and expense, prepare and deliver to Landlord for its approval and the approval of the City, copies of preliminary plans and specifications for the construction of the Tenant Improvements. Within thirty (30) days after receipt of the preliminary plans and specifications, Landlord shall

either (i) approve the preliminary plans and specifications or (ii) deliver to Tenant its specific objections to the preliminary plans and specifications, together with its proposed solution to each objection. If Landlord fails to either approve or disapprove the preliminary plans and specifications within the thirty (30) day period, Landlord shall be deemed to have disapproved the preliminary plans and specifications. If Landlord disapproves the preliminary plans and specifications, and Tenant, acting diligently, is unable or unwilling to make such changes as are necessary to obtain the approval of Landlord, then this Sublease shall terminate at the option of Landlord.

14.2 FINAL PLANS. Within six (6) months after Landlord's approval of the preliminary plans and specifications, Tenant, at its sole cost and expense, shall prepare and deliver to Landlord three (3) copies of final plans and specifications and working drawings ("Final Plans") based on and consistent with the approved preliminary plans and specifications, covering the Tenant Improvements. Within forty-five (45) days after receipt of the Final Plans, Landlord shall either (i) approve the Final Plans or (ii) deliver to Tenant its specific objections to the Final Plans together with its proposed solution to each objection. If Landlord fails to either approve or disapprove of the Final Plans within the forty-five (45) day period, Landlord shall be deemed to have disapproved the Final Plans. Thereafter, if Landlord has approved the Final Plans, Tenant shall obtain approval of the Final Plans from all appropriate governmental agencies, and after they have been approved a copy of them shall be initialed and dated by the parties. Tenant shall exercise due diligence in attempting to obtain such approvals, and if such approvals are not obtained within four (4) months following the date the Final Plans are approved by Landlord, or if Tenant, acting diligently, is unable to effect the necessary corrections to the Final Plans to obtain Landlord's approval, then this Sublease shall terminate at the option of Landlord.

14.3 CONSTRUCTION. Within nine (9) months after the Occupancy Date, Tenant must obtain all required governmental permits, licenses and approvals, including without limitation, compliance with the California Environmental Quality Act, receipt of a coastal development permit, and receipt of a building permit. All Tenant Improvements shall be constructed in strict conformance with the final plans and specifications and working drawings and all work shall be done in a good and workmanlike manner in conformance with all applicable laws, rules and regulations. All such work shall be further subject to the requirements set forth in Section 12 of this Sublease. Tenant shall commence construction of the Tenant Improvements within eighteen (18) months after the Occupancy Date and shall use its best efforts to complete construction of the Tenant Improvements within twelve (12) months thereafter; provided that construction will, in any case, be completed within twenty-four (24) months thereafter.

15. DAMAGE OR DESTRUCTION.

15.1 PARTIAL DAMAGE-INSURED. Subject to the provisions of Section 15.3, if the APTM Premises are damaged and such damage was caused by an occurrence covered under an insurance policy carried by Landlord, Landlord shall

at Landlord's expense repair such damage as soon as reasonably possible and this Sublease shall continue in full force and effect; provided, however, that if the cost of such repair exceeds the amount of proceeds received by Landlord from any insurance, Landlord may, at Landlord's sole discretion, elect to terminate this Sublease upon thirty (30) days' written notice to Tenant. In the event Landlord elects to so terminate this Sublease, Tenant may, within ten (10) days after receiving Landlord's notice to terminate, elect to restore the APTM Premises, with the cost of repair being the sole responsibility and obligation of Tenant, in which case Landlord shall pay over to Tenant the amount of insurance proceeds received by Landlord for Tenant's use in restoring the APTM Premises, and the Sublease shall continue in full force and effect. All repairs undertaken by Tenant shall be made in accordance with all applicable laws, ordinances, rules and regulations and shall be performed in a first class and workmanlike manner to the satisfaction of Landlord. If Tenant does not give such notice within such ten (10) day period this Sublease shall be canceled and terminated as of the date of the occurrence of such damage.

15.2 PARTIAL DAMAGE-UNINSURED. Subject to the provisions of Section 15.3, if at any time during the term hereof the APTM Premises are damaged (except due to the negligence or misconduct on the part of Tenant, or its employees, agents, guests, invitees or contractors, in which event Tenant shall be responsible for the cost of all necessary repairs and restoration), and such damage was caused by an occurrence not covered under an insurance policy carried by Landlord, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Sublease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Sublease as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Sublease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense without reimbursement from Landlord, in which event this Sublease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. All repairs undertaken by Tenant shall be made in accordance with all applicable laws, ordinances, rules and regulations and shall be performed in a first class and workmanlike manner to the satisfaction of Landlord. If Tenant does not give such notice within such ten (10) day period this Sublease shall be canceled and terminated as of the date of the occurrence of such damage.

15.3 ELECTION TO TERMINATE. Notwithstanding the provisions of Sections 15.1 and 15.2, if, in Landlord's opinion, (a) any repairs, reconstruction or restoration cannot be made within ninety (90) days following damage to the APTM Premises, or (b) insurance proceeds sufficient to pay for such work are not reasonably available and Tenant has not elected to restore the APTM Premises at its sole cost and expense to the extent the cost of repairs exceed any available insurance proceeds, or (c) the APTM Premises are damaged to the extent of thirty percent (30%) or more of

the replacement cost thereof, Landlord may elect, but is not obligated to do so, upon written notice to Tenant within thirty (30) days after the date of such damage, to terminate this Sublease as of the date of such damage. If Landlord does not so elect to terminate this Sublease, then Landlord shall make any such repairs, reconstruction or restoration.

Notwithstanding anything herein to the contrary, in the event the Building is damaged or destroyed to the extent of not less than twenty-five percent (25%) of the replacement cost thereof, then Landlord may elect to terminate this Sublease whether or not the APTM Premises are damaged. Further, notwithstanding anything herein to the contrary, in the event the APTM Premises are damaged or destroyed during the final twenty-four (24) months of the term of this Sublease, Landlord may, within thirty (30) days following the date of such casualty, elect to terminate this Sublease.

15.4 LESSEE'S PERSONAL PROPERTY. In no event shall Landlord be required to repair any of Tenant's personal property, machinery, equipment, installations, trade fixtures or the Tenant Improvements.

15.5 WAIVER. With respect to any partial or total destruction which Landlord is obligated to restore or may restore under any of the provisions of this Sublease, the provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the Civil Code of California, are hereby waived by Tenant.

16. CONDEMNATION. If the APTM Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Sublease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the APTM Premises, or more than twenty-five percent (25%) of the Building or the Exterior Areas is taken by condemnation Landlord may, at Landlord's option, to be exercised in writing only within thirty (30) days after Landlord has received written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority takes physical possession of the APTM Premises) terminate this Sublease. If Landlord does not terminate this Sublease in accordance with the foregoing, this Sublease shall remain in full force and effect as to the portion of the APTM Premises remaining. Any award for the taking of all or any part of the APTM Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or the taking of the fee, or as severance damages, provided, however, that Tenant shall be entitled to any award for loss or damage to Tenant's trade fixtures, any improvements made by or paid for by Tenant, and for Tenant's removable personal property. In the event that this Sublease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the APTM Premises caused by such condemnation except to the

extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair.

17. ESTOPPEL CERTIFICATE.

17.1 Tenant shall at any time upon not less than five (5) Business Days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying whether this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Sublease, as so modified, is in full force and effect) and the date to which any charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed and (iii) setting forth any other information reasonably requested by Landlord. Any such statement may be conclusively relied upon by any prospective purchaser, investor, or encumbrancer of the APTM Premises.

17.2 Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Sublease is in full force and effect, without modification except as may be represented by Lessor, and (ii) that there are no uncured defaults in Lessor's performance.

18. SUBORDINATION, ATTORNMENT.

18.1 SUBORDINATION. This Sublease at Landlord's option shall be subject and subordinate to any mortgage, deed of trust, ground lease, or any other hypothecation for security now or hereafter placed on or against the Building or the Exterior Areas and to any advance made on the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof, all without the necessity of having further instruments executed on the part of Tenant to effectuate such subordination. If any mortgagee, trustee or ground lessor shall elect to have this Sublease prior to the lien of its mortgage, deed of trust, or ground lease, and shall give written notice thereof to Tenant, this Sublease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Sublease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease, or the date of recording thereof. Within five (5) Business Days following Landlord's request, Tenant agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Sublease to the lien or interest of any such ground lease, mortgage or deed of trust, or to make this Sublease prior to the lien or interest of any mortgage, deed of trust, or ground lease, as the case may be, as may reasonably be required by Landlord.

18.2 ATTORNMENT. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Building or Exterior Areas, Tenant shall attorn to the

purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Sublease.

19. TAXES.

19.1 REAL ESTATE TAXES. Subject to Section 25.12 below, Tenant agrees to pay, prior to delinquency, all taxes and assessments against the APTM Premises during the term of this Sublease. Taxes for any period less than a fiscal year shall be prorated, and in the event taxes are not separately assessed for the APTM Premises, subject to Section 25.12 below, Tenant shall promptly pay Landlord its portion of any such taxes as shall be reasonably determined by Landlord. Landlord shall have the option of causing the APTM Premises to be separately assessed, in which case Tenant agrees to pay, prior to delinquency, all taxes and assessments against the APTM Premises subsequent to such separate assessment.

19.2 PERSONAL PROPERTY TAXES. Tenant shall pay prior to the delinquency, all taxes against and levied upon fixtures, furnishings, equipment, inventory and all personal property of Tenant contained in the APTM Premises. Tenant shall cause said fixtures, its furnishings, equipment, inventory and all its personal property to be separately assessed and billed separately from the real property of Landlord.

20. CONDITION OF APTM PREMISES. Tenant accepts the APTM Premises in their "AS IS" condition, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the APTM Premises and any covenants or restrictions of record and accepts this Sublease subject thereto. Tenant acknowledges that Landlord has disclosed the presence of asbestos in the Building and in the APTM Premises and agrees to assume all risks and liabilities relating to the presence of asbestos in the Building and in the APTM Premises. Tenant acknowledges that neither Landlord nor Landlord's agents has made any representation or warranty as to the condition of the APTM Premises or the present or future suitability of the APTM Premises for the conduct of Tenant's operation and Tenant waives any claims against Landlord relating to such matters.

21. UTILITIES. Tenant agrees to reimburse Landlord for the charges for all utilities including, but not limited to, gas, electricity, water, sewer, cable television, telephone and any other services which may be used by Tenant in the APTM Premises during this Sublease; provided, however, that Landlord reserves the right to require Tenant to contract directly with some or all of said utilities and to pay the charges therefor directly to the serving utility. Landlord shall not be liable for damages for any interruption, reduction, disruption, curtailment or failure in the supply of any water, gas, electricity, sewer or other service.

22. HAZARDOUS MATERIALS; INDEMNIFICATION.

22.1 DEFINITIONS:

22.1.1 HAZARDOUS MATERIALS LAWS: "Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, Hazardous Materials (as defined below), hazardous waste, toxic substances, environmental conditions on, under or about the APTM Premises, the Building, the Exterior Areas, or any adjoining area, including without limitation Mission Bay (collectively the "H.M.Area") or soil and ground water conditions, including, but not limited to, California Labor Code section 6382, California Health and Safety Code section 25249.5, et seq., any amendments to and any regulations promulgated pursuant to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations.

22.1.2 HAZARDOUS MATERIALS: "Hazardous Materials" means any chemical, compound, substance or other material, including, without limitation, asbestos, gasoline, hydrocarbons, diesel, aviation fuels, urea, lubricating oils, solvents and chemicals, that: (i) is defined as a hazardous substance, hazardous material, hazardous waste or toxic substance under any Hazardous Materials Law; (ii) is controlled or governed by any Hazardous Materials Law, or gives rise to any reporting, notice or publication requirements thereunder, or gives rise to any liability, responsibility or duty on the part of Tenant or Landlord with respect to any third person thereunder; or (iii) is a flammable or explosive material, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacterial, virus, hazardous waste, toxic substance, or related injurious or potentially injurious material (by itself or in combination with other materials).

22.1.3 COMPLIANCE WITH LAWS: Tenant shall comply with, and shall maintain the APTM Premises in compliance with, all Hazardous Materials Laws. Tenant shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for Tenant's operations on the APTM Premises under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At Landlord's request, Tenant shall deliver copies of, or allow Landlord to inspect, all such permits, licenses and approvals. Tenant shall perform any monitoring, investigation, clean-up, removal, detoxification, preparation of closure or other required plans and any other remedial work (collectively, "Remedial Work") required as a result of any releases or discharge of Hazardous Materials affecting the H.M. Area or any violation of Hazardous Materials Laws caused by Tenant, the Subtenant, or any sublessee of Tenant or their respective agents, contractors, employees, licensees or invitees (but not by Landlord, its agents, contractors, employees, licensees or invitees). Landlord shall have the right to intervene in any governmental action or proceeding involving any Remedial Work, and to approve performance of the work, in order to protect Landlord's interests. Tenant shall be solely responsible for paying all fines, damages and penalties imposed by any

governmental agency resulting from Tenant's violation of any Hazardous Materials Laws.

22.1.4 COMPLIANCE WITH INSURANCE REQUIREMENTS: Tenant shall comply with the requirements of Landlord's insurers regarding Hazardous Materials and with such insurers' recommendations based upon prudent industry practices regarding management of Hazardous Materials.

22.1.5 NOTICE; REPORTING: Tenant shall use its best efforts to notify Landlord in writing immediately after any of the following: (a) Tenant has knowledge, or has reasonable cause to believe, that any Hazardous Material has been released or discharged under or about the H.M. Area, whether or not the Hazardous Material is in quantities that would otherwise be reportable to a public agency; (b) Tenant receives any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (c) Tenant receives any warning, notice of inspection, notice of violation or alleged violation, or Tenant receives notice or knowledge of any proceeding, investigation or enforcement action, pursuant to any Hazardous Materials Laws; or (d) Tenant receives notice or knowledge of any claims made or threatened by any third party against Tenant or the H.M. Area relating to any loss or injury resulting from Hazardous Materials. Tenant shall deliver to Landlord copies of all test results, reports and business management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws.

22.1.6 ENTRY AND INSPECTION; CURE: Landlord and its agents, employees and contractors, shall have the right, but not the obligation, to enter the APTM Premises at all reasonable times to inspect the APTM Premises and to conduct investigations and tests to verify Tenant's compliance with the terms and conditions of this section. Landlord shall have the right to conduct or authorize subsurface investigations if (i) Landlord suspects that Tenant has failed to comply with the terms and conditions of this section, (ii) Landlord plans to sell, assign, sublet, finance or re-finance the APTM Premises, the Building or the Exterior Areas or (iii) Landlord's lender requires such an investigation.

No prior notice to Tenant shall be required in the event of any emergency, or if Landlord has reasonable cause to believe that violations by Tenant of this section have occurred, or if Tenant consents at the time of entry. In all other cases, Landlord shall give at least 24 hours' prior notice to Tenant. Landlord shall have the right, but not the obligation, to remedy any violation by Tenant of the provisions of this section, or to perform any Remedial Work necessitated as a result of any discharge by Tenant of Hazardous Materials on or about the H.M. Area. Subject to Section 25.12 below, Tenant shall pay, upon demand, all costs incurred by Landlord in remedying such violations or performing all Remedial Work necessitated by the acts or omissions of Tenant or its agents or employees, plus interest thereon at the rate of the lesser of ten (10) percent per annum or the maximum rate allowed by law from the date of demand until the date paid by Tenant.

22.1.7 INDEMNITY: Tenant shall indemnify, protect, defend and hold Landlord (and its employees and agents) harmless from and against any and all claims, costs, expenses (including reasonable attorneys' fees), suits, judgments, actions, investigations, proceedings and liabilities arising out of or in connection with any breach of any provision of this Sublease directly or indirectly arising out of the use, generation, storage, release, disposal or transportation of Hazardous Materials by Tenant, the Subtenant or any sublessee, or their respective agents, contractors, employees, licensees, invitees or trespassers upon, on or under the H.M. Area (but not by Landlord, its agents, contractors, employees, licensees or invitees) during the Sublease term and any extension thereof, including, but not limited to, all foreseeable and unforeseeable consequential damages and the cost of any Remedial Work. Neither the consent by Landlord to the use, generation, storage, release, disposal or transportation of Hazardous Materials, nor strict compliance with all Hazardous Materials Laws, shall excuse Tenant from Tenant's indemnification obligations pursuant to this Subparagraph 22.1.7. The foregoing indemnity shall be in addition to and not a limitation of any other indemnification provisions contained in this Sublease. Tenant's obligations pursuant to this Subparagraph 22.1.7 shall survive the termination or expiration of this Sublease.

22.1.8 DEFAULT. The release or discharge of any Hazardous Material, the violation of any Hazardous Materials Law by Tenant or any sublessee of Tenant, or the failure of Tenant to perform any of its obligations set forth in this Section 22 shall be a material Default by Tenant under this Sublease.

23. MAINTENANCE.

23.1 TENANT'S MAINTENANCE OBLIGATION. Tenant agrees to maintain and to keep in good repair, at its sole cost and expense, all aspects of the APTM Premises, including, without limitation, regular pest control inspections and spraying, the parking areas and grounds comprising the APTM Premises, the structural soundness of the APTM Premises and the Building, the roof and supporting structures, the utility lines located in the interior of the APTM Premises, the exterior walls of the APTM Premises and the Building (including regular painting), the interior walls, plumbing, electrical wiring, air conditioning and heating equipment, to maintain the surface of the parking area, landscaping and be responsible for all glass and casualty damage; reasonable wear and tear excepted. Notwithstanding the foregoing, Landlord shall have the option, in its sole and absolute discretion, from time to time to enter upon the APTM Premises in order to maintain the APTM Premises and to make any required repairs, and, subject to Section 25.12 below, Tenant shall reimburse Landlord for the cost of any such maintenance and repairs.

23.2 JANITORIAL CARE. Tenant shall be responsible for obtaining and paying for any required janitorial services and for the disposal of any waste or refuse relating to its, or its agents, employees, sublessees or assigns use of the APTM Premises.

23.3 FAILURE TO MAINTAIN. If Tenant fails to perform Tenant's obligations under any section of this Sublease, Landlord may at its option (but shall not be required to) enter upon the APTM Premises after ten (10) Business Days prior written notice, to Tenant (except in the case of an emergency, in which case no notice shall be required), to perform such obligations on Tenant's behalf and put the same in good order, condition and repair, and subject to Section 25.12 below, the cost thereof together with interest thereon at the maximum rate then allowable by law shall become due and payable to Landlord together within ten (10) Business Days of Tenant's receipt of a statement specifying the amount owed.

24. SURRENDER OF APTM PREMISES. Tenant shall, upon expiration of this Sublease or upon earlier termination for any reason, quit and surrender the APTM Premises in good order, condition and repair, reasonable wear and tear excepted.

25. MISCELLANEOUS PROVISIONS.

25.1 NOTICE. All notices, requests, demands or other communications required or permitted hereunder shall be in writing, unless otherwise noted, and shall be deemed duly given if delivered personally, or by courier (effective on delivery) or sent by certified mail, postage prepaid (effective three days after mailing), addressed to the parties as follows:

If to Landlord: Sea World of California
 1720 South Shores Road
 San Diego, California 92109
 Attn: Executive Vice President and General Manager

If to Tenant: Hubbs-Sea World Research Institute, Inc.
 2595 Ingraham Street
 San Diego, California 92109-7902

Either Party may change the delivery address by giving written notice to the other Party as provided herein. All such notices, requests, demands or other communications may also be given by facsimile, telecopier, telex, telegram or cable, provided the same shall be confirmed by letter dispatched on the same date and otherwise in accordance with the requirements described above. In such event, such notices, requests, demands or other communications shall be deemed given on the date of the actual transmission to the recipient party of the telecopy, telex, telegram or cable, provided such notices are delivered before 11:00 a.m., on a regular Business Day of the party to whom it is transmitted.

25.2 UNAVOIDABLE DELAYS. Unless the same will cause the other party to be in default under any obligation to any third party, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental

action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to charges to be paid by Tenant pursuant to this Sublease shall not be suspended or excused; provided that in order to excuse its delay as provided herein, a party shall notify the other party in writing of its intention to do so within ten (10) days following its receipt of notice that such delay shall occur.

25.3 TIME IS OF THE ESSENCE. Time is of the essence of each and every provision of this Sublease.

25.4 GOVERNING LAW. This Sublease is entered into and shall be governed by the laws of the State of California. The parties hereto agree that the exclusive venue for any legal action or proceeding brought hereunder shall be in an appropriate court in San Diego County, California.

25.5 ENTIRE AGREEMENT; MODIFICATION; NO WAIVER; ATTORNEYS' FEES. The provisions contained herein constitute the entire agreement between the parties, and no other prior or contemporaneous statement or inducement with respect to the subject matter hereof by any party or among the parties shall be considered in the interpretation of this Sublease. This Sublease may not be modified in any way except in a writing signed by all parties. The failure of any party to insist upon a strict performance of this Sublease, or any of the provision hereof, shall not be deemed a waiver of any rights or remedies and shall not be deemed a waiver of any subsequent breach or default with respect to any such provision. In the event of any litigation between and/or among the parties and/or City resulting from a dispute arising from or in connection with this Sublease, whether to collect rent, to recover possession, to enforce any other provisions of this Sublease, or otherwise, the prevailing party or parties in such litigation shall be entitled to recover its or their costs of litigation, including reasonable attorneys' fees, from the party or parties who do not prevail.

25.6 TENANT CONSISTS OF MORE THAN ONE ENTITY. In the event Tenant consists of more than one entity, or is a joint venture or a partnership, or the Tenant or the Tenant's spokesperson(s) otherwise provide the Landlord with conflicting instructions or other information, Landlord shall have the option, in its sole and absolute discretion, of dealing with only one entity or spokesperson as representing Tenant. Landlord's determination as to which entity or spokesman represents Tenant shall be conclusive, and Landlord shall have the absolute right to rely on such entity or spokesman as acting as the sole representative or spokesman for Tenant, and such spokesman's or representative's action on behalf of Tenant shall be binding upon Tenant.

25.7 COOPERATION. The parties agree to sign all further documents necessary to carry out the intent of this Sublease.

25.8 HEADINGS. The paragraph and section headings contained herein are for convenience only and shall not be considered in the interpretation of any of the provisions of this Sublease.

25.9 USE OF SEA WORLD NAME. Tenant shall not use the name of Landlord, or of "Sea World" on any advertising, fund raising, promotions or otherwise without the express written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

25.10 NAME OF THE BUILDING. Tenant shall have the right to select a name for the Building and use such name in connection with the conduct of its business; provided, however, any such name shall be subject to the prior written approval of Landlord, which approval, subject to Section 25.9 above, shall not be reasonably withheld. Notwithstanding the foregoing, Tenant shall indemnify, protect, defend and hold Landlord (and its employees and agents) harmless from and against any and all claims, costs, expenses (including reasonable attorney's fees), suits, judgments, actions, proceedings and liabilities arising out of or in connection with Tenants naming of the Building and the use of that name, including, without limitation, any claims arising from copyright or trademark infringements or violations. It shall be Tenant's sole and absolute responsibility to insure that any name used by Tenant or for the Building does not violate any state or federal copyright or trademark laws or regulations.

25.11 DEFINITIONS.

(a) "Business Day" shall mean any day, excluding Saturdays and Sundays, that Landlord's and Tenant's administrative offices and their respective principal banks are all open for business during at least 5 consecutive hours on any such day.

(b) "Code" shall have the meaning set forth in section 9.1 above.

(c) "Nonbusiness Day" shall mean any day other than a Business Day.

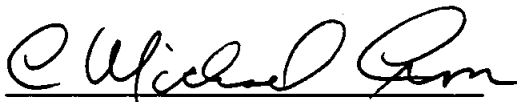
25.12 NO SELF-DEALING. So long as Landlord is a "disqualified person" (as defined in Section 4946(a)(1) of the Code, as amended or replaced from time to time) with respect to Tenant, no payment or reimbursement shall be made to Landlord by Tenant which would cause this Sublease or any action called for hereby to be properly classified as an act of "self-dealing" under Section 4941 of the Code as amended or replaced from time to time. In the event any reimbursement otherwise payable to Landlord hereunder is properly determined to constitute an act of "self-dealing", any amount advanced by Landlord shall be treated by Landlord and Tenant as an interest free loan to Tenant under Section 4941(d)(2)(B) of the Code, to be

repaid by Tenant two (2) years from the date of such advance or payment by Landlord.

25.13 HOLDING OVER. Tenant has no right to possession of the APTM Premises or any portion thereof beyond the expiration or earlier termination of this Sublease.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have signed and delivered this Sublease as of the date first above written.

SEA WORLD, INC.,
a Delaware corporation

By: 
Signature

C. Michael Cross
Executive Vice President
and General Manager

HUBBS-SEA WORLD RESEARCH
INSTITUTE, INC.

By: 
Signature

Frank A. Powell, Jr.
Executive Director

Exhibit A

Description of Premises

HUBBS LEASE - EXTERIOR AREAS - LAND PARCEL 1

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY), AND PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24 IN BLOCK 10 OF RESUBDIVISION OF BLOCKS 7, 8 AND 10 AND A PORTION OF BLOCK 9 AND LOT "A", INSPIRATION HEIGHTS, ACCORDING TO MAP THEREOF NO. 1700, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 27, 1917; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 24, SOUTH 89°55'56" WEST (RECORD NORTH 89°59'00" WEST), 25.00 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT 24; THENCE SOUTH 00°04'04" EAST, 2.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 2.00 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH 89°55'56" EAST, 249.70 FEET; THENCE NORTH 05°30'02" WEST, 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC SURVEY TRIANGULATION STATION "OLD TOWN" (THE LAMBERT GRID COORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD TOWN" ARE X - 1,712,415.17 AND Y - 213,819.22) AND SAID TRIANGULATION STATION IS LOCATED AT LATITUDE 32°45'02" NORTH AND LONGITUDE 117°11'07.200" WEST, BEING ALSO THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK COORDINATE SYSTEM; THENCE NORTH 6,789.12 FEET AND WEST 14,572.15 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE SOUTH 69°30'00" EAST, 172.53 FEET TO THE BEGINNING OF A 300.00 FOOT TANGENT CURVE, CONCAVE SOUTHWESTERLY, SAID POINT ALSO BEING POINT 'A'; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°07'19" A DISTANCE OF 335.74 FEET TO A POINT; THENCE NORTH 76°04'13" WEST, 73.38 FEET; THENCE SOUTH 13°55'47" WEST, 32.44 FEET; THENCE SOUTH 18°50'00" WEST, 232.75 FEET; THENCE SOUTH 36°15'45" WEST, 40.00 FEET; THENCE NORTH 61°35'50" WEST, 124.70 FEET; THENCE NORTH 30°37'22" WEST, 80.35 FEET TO THE BEGINNING OF A 100.00 FOOT NON-TANGENT CURVE, CONCAVE EASTERLY, A RADIAL TO WHICH BEARS SOUTH 59°22'39" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°24'39" A DISTANCE OF 35.62 FEET; THENCE NORTH 10°12'42" WEST, 37.69 FEET TO THE BEGINNING OF A 2963.50 FOOT TANGENT CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'00" A DISTANCE OF 155.17 FEET TO A POINT OF TANGENCY; THENCE NORTH 07°12'42" WEST, 36.67 FEET TO THE BEGINNING OF A 8036.50 FOOT TANGENT CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'28" A DISTANCE OF 33.82 FEET TO A POINT OF COMPOUND CURVATURE, THE BEGINNING OF A 5.00 FOOT CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO WHICH BEARS NORTH 82°32'50" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°45'32" A DISTANCE OF 8.09 FEET; THENCE SOUTH 79°47'18" WEST, 27.86 FEET; THENCE NORTH 14°53'58" WEST, 120.00 FEET; THENCE NORTH 75°06'02" EAST, 20.00 FEET; THENCE NORTH 47°26'50" EAST, 12.66 FEET; THENCE NORTH 21°13'51" EAST, 47.88 FEET; THENCE SOUTH 69°30'00" EAST, 45.71 FEET TO THE TRUE POINT OF BEGINNING.

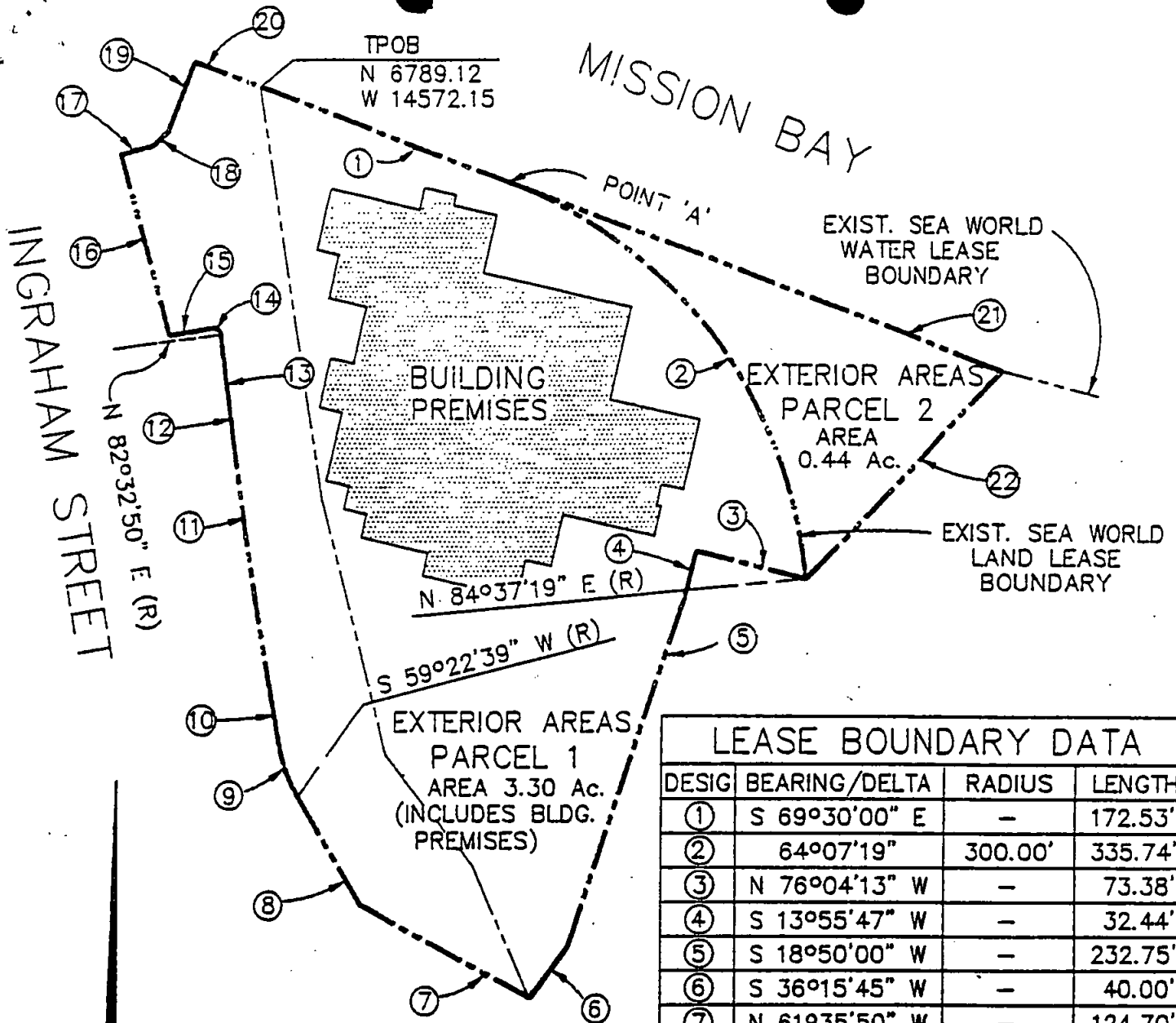
HUBBS LEASE - EXTERIOR AREAS - WATER PARCEL 2

BEGINNING AT THE PREVIOUSLY DESCRIBED PART 'A'; THENCE SOUTH 69°30'00" EAST, 341.57 FEET; THENCE SOUTH 43°28'06" WEST, 183.62 FEET TO THE BEGINNING OF A 300.00 FOOT NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO WHICH BEARS NORTH 84°37'19" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°07'19" A DISTANCE OF 335.74 FEET TO THE TRUE POINT OF BEGINNING.

JOB NO. 192-190.1
FEBRUARY 2, 1993

Exhibit B

Depiction of Premises



LEASE BOUNDARY DATA

DESIG	BEARING/DELTA	RADIUS	LENGTH
①	S 69°30'00" E	—	172.53'
②	64°07'19"	300.00'	335.74'
③	N 76°04'13" W	—	73.38'
④	S 13°55'47" W	—	32.44'
⑤	S 18°50'00" W	—	232.75'
⑥	S 36°15'45" W	—	40.00'
⑦	N 61°35'50" W	—	124.70'
⑧	N 30°37'22" W	—	80.35'
⑨	20°24'39"	100.00'	35.62'
⑩	N 10°12'42" W	—	37.69'
⑪	03°00'00"	2963.50'	155.17'
⑫	N 07°12'42" W	—	36.67'
⑬	00°14'28"	8036.50'	33.82'
⑭	92°45'32"	5.00'	8.09'
⑮	S 79°47'18" W	—	27.86'
⑯	N 14°53'58" W	—	120.00'
⑰	N 75°06'02" E	—	20.00'
⑱	N 47°26'50" E	—	12.66'
⑲	N 21°13'51" E	—	47.88'
⑳	S 69°30'00" E	—	45.71'
㉑	S 69°30'00" E	—	341.57'
㉒	S 43°28'06" W	—	183.62'

100 0 100 200 300



SCALE 1" = 100

Exhibit C

That certain
"Master Plan Report For The Adaptive Re-Use Of The
Atlantis Restaurant As A Headquarters And Research
Facility For Hubbs/Sea World Research Institute"

Prepared By:
McGraw/Baldwin Architects
701 B Street, Suite 440
San Diego, California 92101

Date Prepared: November 11, 1992

Receipt of copies of which is acknowledged by Landlord and Tenant

RIGHT OF ENTRY

An Agreement made this 1st day of February 1994 by and between Sea World of California, Inc. a Delaware corporation ("Sea World"), and The City of San Diego, California (the "City").

WHEREAS, Sea World occupies the real property located at 1720 South Shores Drive, San Diego, California (the "Premises") which real property is leased by Sea World and owned by the City; and

WHEREAS, the City and its environmental consultant, Layne Environmental Consultants a California corporation (the "Consultant") desire access to the Premises in order to conduct limited groundwater monitoring; and

WHEREAS, Sea World wishes to grant the City and Consultant access to the Premises upon the terms and conditions contained herein.

NOW THEREFORE, in exchange for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sea World hereby grants to City and Consultant the right of entry to the Premises solely for the purpose of conducting limited groundwater monitoring subject to the limitations contained in the following sections commencing on or after March 1, 1994 and terminating upon completion of City's monitoring project, but in no event later than December 31, 2024.

2. City may install one (1) groundwater monitoring well in the East parking lot as set forth in more detail in diagram attached as Exhibit A. This well replaces a preexisting well destroyed in 1986 during parking lot construction. The City shall provide Sea World in advance, the names of all authorized representatives of City and Consultant who will have access to the Premises for conducting the groundwater monitoring project. Sea World reserves the right to deny access to the Premises to any unauthorized person for any reason.

3. Unless otherwise required by the California Regional Water Quality Control Board, City will give Sea World notice 48 hours prior to taking samples from the wells, restrict commencement of sampling to the hours between 7:00 a.m. and 9:00 a.m., and reduce its monitoring and sampling activity during peak seasons (Memorial Day to Labor Day and from the second week in December to the first week in January).

4. Sea World may retain an independent environmental consultant to monitor the installation of the groundwater monitoring wells, collect soils samples, and collect duplicate water samples. City and Consultant shall cooperate with Sea World's independent consultant whenever possible, in all phases of the groundwater monitoring project.

5. All water and soil samples collected from the Premises by City or Consultant shall become the sole responsibility and property of City and City shall dispose of such samples in accordance with all applicable laws and regulations. City shall be responsible for enforcing safety rules to insure protection of the employees and property of Sea World and to insure safe working conditions for the employees of City and Consultant. City and Consultant shall follow all safety guidelines and other work practices reasonably requested by Sea World. Failure to comply with such guidelines and practices may result in denial of access to the Premises and the termination of this Agreement.

6. City shall indemnify and save harmless Sea World, its officers, agents and employees, from and against any and all losses and any and all claims, demands, payments (including reasonable attorney's fees), suits, actions, and judgements of every nature and description made, brought or recovered against Sea World by reason of, arising out of, or in consequence of City's or Consultant's activities on the Premises during the term of this Agreement. This indemnity obligation specifically applies, but is not limited, to any and all loss or liability arising from any air, water, noise or solid or hazardous waste pollution or other environmental damage by reason of, arising out of or in consequence of City's or Consultant's activities on the Premises during the term of this Agreement.

7. City shall investigate the presence of underground utilities and/or other underground structures on the Premises prior to any soil boring or well installation activities. Sea World shall cooperate with City in its search for underground utilities and/or underground structures by providing any readily available information regarding such utilities or structures. City agrees that Sea World shall have no liability for damage to such underground utilities and/or underground storage structures and that all liability for damage to such utilities and/or structures shall solely be City's. In the event City damages such utilities and/or structures, City shall promptly repair same at its sole expense.

8. City and Consultant shall obtain all necessary permits and licenses and shall exercise its rights hereunder in strict compliance with such permits and licenses and all applicable law. At the expiration of the groundwater monitoring project or the termination of this Agreement, City will cause the removal of the well casing and the surrounding concrete pad and the abandonment of the wells in accordance with all applicable rules and regulations.

9. City shall notify Sea World of the termination date of the groundwater monitoring project. As soon as possible after such termination, and when the well is no longer needed for water quality monitoring, City shall restore the Premises to its original condition prior to the project.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date and year first above written.

SEA WORLD OF CALIFORNIA, INC.

By Michael Gorn
Title Exec VP O&M

THE CITY OF SAN DIEGO, CALIFORNIA

By Robert J. Collins
Title Deputy Director

APPROVED AS TO FORM AND LEGALITY

THIS 16 DAY OF February, 1994.

JOHN W. WITT, City Attorney

By: [Signature]
Chief Deputy City Attorney

MISSION BAY LANDFILL MONITORING WELL
IN SEAWORLD PARKING LOT

MBW-3	Location - Northing	1858264.78
	Easting	62633075.42
	Elevation	15.13 MSL

MISSION BAY LANDFILL MONITORING WELL
IN SEAWORLD PARKING LOT
MBW-3 Location - Northing 1858264.78
Easting 62633075.42
Elevation 15.13 MSL

Well destroyed by
SeaWorld paving.

New MBW-3
Installed 10-27-93

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Execution Copy
Tag Sublease

L E A S E

THIS LEASE, made and entered into this 23 day of January, 1980,
by and between Sea World, Inc., a Delaware corporation, hereinafter called
"SEA WORLD", and Polar Bear Enterprises, an Ohio corporation, hereinafter
called "POLAR BEAR".

I

PREMISES

SEA WORLD owns and operates an exhibition park in San Diego, California,
hereinafter called the "Park".

SEA WORLD hereby leases to POLAR BEAR, and POLAR BEAR hereby leases from
SEA WORLD, the premises within the Park described as follows and hereinafter
called the "Premises":

That area east of and adjacent to the Cap'n Kids' World
playground facility within the Park which is delineated in red
on the plot plan attached hereto marked Attachment "A" and by
reference incorporated herein and made a part of this Lease.

II

TERM

The term of this Lease, hereinafter referred to as the "Term", shall be
for five (5) years commencing on the date the exhibit is first opened to the
public.

III

CONSTRUCTION OF EXHIBIT

The exhibit, hereinafter referred to as the "Exhibit", shall be constructed by SEA WORLD at the request of and at the expense of POLAR BEAR according to the terms, conditions and agreements contained in that certain agreement covering construction of the Exhibit and installation of the equipment, which is attached hereto as Attachment "B" and by this reference made a part hereof.

IV

USE OF PREMISES

The Premises shall be used only for the installation and operation of a coin-operated commercial remote controlled boat amusement Exhibit. POLAR BEAR shall install at the Exhibit a minimum of 20 coin-operated control stations which are activated by one or more tokens, designed by SEA WORLD and provided by POLAR BEAR, together with all replacement parts, repairs and accessories incorporated herein or affixed thereto and hereinafter referred to as the "Equipment".

The design of the remote controlled boats, relative to the boat's superstructure and signage, shall be the sole and exclusive property of SEA WORLD and POLAR BEAR agrees not to reproduce such design without the prior written consent of SEA WORLD.

POLAR BEAR shall have no right under this Lease to sell, give away or otherwise handle any food or beverage nor use the Premises to sell, at retail or wholesale, or otherwise any article of merchandise of any kind whatsoever.

V

RENT

The gross receipts, as hereinafter defined, derived from the operation of the Exhibit shall be divided as follows: (a) The percentage of the gross receipts that SEA WORLD is required to pay to the City of San Diego ("City"), under the terms and conditions of SEA WORLD'S lease with the City, shall first be paid to the City. SEA WORLD shall inform POLAR BEAR, in writing, of the percentage amount due the City. POLAR BEAR hereby acknowledges that the percentage of the gross receipts payable to the City may change from time to time and POLAR BEAR, when notified of such changes, shall pay the adjusted percentage rate provided, however, POLAR BEAR shall be responsible for any increases in the percentage rent increase due the City up to an amount equal to a 5% increase over the present percentage due the City; (b) The then remaining gross receipts shall be divided equally between SEA WORLD and POLAR BEAR. SEA WORLD shall distribute POLAR BEAR'S percentage on the first day of each month during the Term.

The term "gross receipts" when used in this Lease is defined as any and all sums of money derived from the operation of the Exhibit, without any deduction or offset. Such gross receipts and other payments due SEA WORLD or the City shall be free from any and all claims, demands or setoffs of any nature whatsoever against SEA WORLD or the City.

POLAR BEAR, upon written notice to SEA WORLD, shall have the right at reasonable times to examine SEA WORLD'S books of accounting relative to the operation of the Exhibit and the income derived therefrom.

IV

OPERATION OF THE EXHIBIT

The Exhibit shall be conducted and operated upon the Premises on the

following terms, conditions and limitations:

A. SEA WORLD shall operate and manage the Exhibit using its best efforts and skills, employing and compensating all employees necessary for its operation and management.

B. SEA WORLD shall operate the Exhibit during the usual hours that the Cap'n Kids Playground facility is open to the public, except for such periods as the Exhibit may be closed for necessary repairs and maintenance.

C. POLAR BEAR shall obtain and maintain, at its sole expense, all necessary and appropriate permits, licenses and other consents for the operation of the Exhibit.

D. During the Term, POLAR BEAR shall either (a) provide, at its expense, at all times when SEA WORLD is open to the public, a competent repair technician within the City of San Diego whose duties shall be to keep all the equipment installed at the Premises in good working order or (b) maintain on the Premises a minimum of five (5) additional remote controlled boats and control stations in good operational repair which could at any time be promptly substituted for inoperative boats or stations. POLAR BEAR shall be responsible for all labor and material expenses required to keep the Equipment installed in good repair and working order. In the event any of the equipment is to be transported, for whatever reason, POLAR BEAR shall pay all packaging and shipping costs and expenses.

E. During the usual hours the Exhibit is open to the public, SEA WORLD shall make available one change-person.

F. SEA WORLD will provide light janitorial services for the Premises. Said janitorial services will include keeping the exterior of the Equipment clean.

G. SEA WORLD shall identify the Exhibit on its park maps or brochures.

H. The change machine on the Premises shall be equipped with a coin counter and a cash box equipped with a lock provided by SEA WORLD. SEA WORLD shall retain exclusive possession of the cash box lock keys. The change maker and each station shall be equipped with a meter which shall provide a running accounting of the currency and/or tokens deposited therein. Upon request to SEA WORLD, POLAR BEAR shall be granted access to such meters so as to verify amounts so deposited. SEA WORLD shall collect and count the gross receipts daily at such hours as are mutually agreed upon. SEA WORLD shall make its coin counting machines available for counting purposes.

VII

INSURANCE

POLAR BEAR shall obtain, and during the Term or any renewal period and during any additional period that POLAR BEAR is in occupancy of the Premises, shall maintain, in full force and effect, an insurance policy or policies in protection of SEA WORLD, its officers, agents, servants, employees and assigns, and the City indemnifying and holding them harmless from, for and against any loss or liability whatsoever resulting from personal injury, death, property damage, or otherwise, arising or occurring upon, or in connection with, the Premises or by reason of the operation of the Exhibit or use of the Premises.

Such policy or policies shall be written by a responsible insurance company or companies, satisfactory to SEA WORLD and the City and shall have combined single liability limits of not less than One Million Dollars (\$1,000,000) for personal injury to or death of any one or more persons in any one accident or event, and a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) for damage to, or loss of property resulting from any one accident or event, and each such policy shall name Sea World, Inc. and the

City of San Diego as additional insureds, contain a cross-liability endorsement, include a Contractual Liability provision and a provision that a written notice of cancellation or of any material change in said policy or policies shall be delivered to SEA WORLD and the City at least thirty (30) days in advance of the effective date thereof. POLAR BEAR shall cause certificates of such insurance to be issued to SEA WORLD and the City within ten (10) days after issuance of such policy or policies but, in no event, later than the opening date of the Exhibit.

VIII

INDEMNITY OF SEA WORLD AND CITY

POLAR BEAR shall protect, save and keep SEA WORLD, its parent, subsidiary and affiliated companies and their respective officers, directors and employees, and the City harmless and indemnify each of them against and from any and all liability including but not limited to claims, demands, losses, costs, damages, liens, suits, judgments, penalties, and expenses of any kind or nature whatsoever, arising directly or indirectly out of, in connection with, or upon the Premises, or the use of occupancy thereof, operation of the Exhibit and in connection with any of the Equipment installed upon the Premises, except any of the foregoing caused by the tortious, fraudulent, unlawful or negligent conduct of SEA WORLD, its agents or employees.

IX

ASSIGNMENT, SUBLEASE, TRANSFER, LIEN

Except with the prior written approval by SEA WORLD and the City, POLAR BEAR shall not sublet the whole or any part of the Premises or of the Exhibit or Equipment nor assign, transfer or encumber, in whole or in part or in any manner, this Lease or any right, privilege, license or interest conferred hereby,

to any person, firm or corporation whomsoever, nor delegate to any party other than an employee of POLAR BEAR any of the duties or obligations of POLAR BEAR as herein provided.

Any change in the ownership (whether voluntary, involuntary, by operation of law or otherwise) of twenty-five percent (25%) or more of the capital stock of POLAR BEAR as owned as of the date of the execution of this Lease, shall be deemed an assignment prohibited by this Article IX, unless SEA WORLD shall have given its prior written consent to such change, provided that such consent shall not be unreasonably withheld.

Neither this Lease, nor any right, privilege, license or interest conferred hereby, shall be transferable by operation of law, by reason of any bankruptcy, bankruptcy act, insolvency, receivership proceedings, attachment, execution or other judicial process by or against POLAR BEAR. In the event of the occurrence of any of the foregoing this Lease and all rights, privileges, licenses and interests hereby conferred shall immediately and automatically terminate and revert to SEA WORLD.

POLAR BEAR shall not suffer or permit any lien to be imposed upon the Premises, or any part thereof, or upon any structures, Equipment or improvements thereon. If such lien be imposed, however, POLAR BEAR shall cause it to be promptly discharged.

X

UTILITIES

SEA WORLD shall provide and pay for all utility services to the Premises provided, however, the installation of such utilities shall be at the sole expense of POLAR BEAR.

XI

TAXES, ASSESSMENTS AND LICENSE FEES

SEA WORLD shall pay all taxes, assessments, or levies against the land upon and in which the Exhibit is situated.

POLAR BEAR shall pay all other taxes including personal property taxes on POLAR BEAR'S fixtures, furnishings, and Equipment, and all excises, licenses, permit fees and assessments or levies of whatsoever kind or nature which may be, or become, payable by reason of the use of the Premises or the operation of the Exhibit or by reason of any improvements or additions made to the Premises by POLAR BEAR.

If any of the taxes, excises, licenses, permit fees, assessments or levies to be paid by POLAR BEAR are not separately assessed but are included in an assessment against the land, SEA WORLD may pay such assessment and POLAR BEAR shall promptly reimburse SEA WORLD therefor.

XII

ACCESS OF SEA WORLD

SEA WORLD, its agents and employees, shall have the right to enter upon and inspect all portions and parts of the Premises and Exhibit at any reasonable time, during the Term or any renewal period, and to attend to any other business which SEA WORLD may have thereon at such times.

XIII

TITLE TO TRADE FIXTURES, IMPROVEMENTS

Upon the termination of this Lease, POLAR BEAR, at its own expense, shall remove from the Premises all trade fixtures and Equipment owned by POLAR BEAR unless otherwise directed by SEA WORLD.

XIV

INGRESS AND EGRESS TO THE PARK, VEHICLE TRAFFIC AND PARKING

SEA WORLD shall have the right to regulate all traffic within the Park, including designating places of ingress and egress into the Park and the Premises, the operation and parking of vehicles of POLAR BEAR, its employees or agents and SEA WORLD may promulgate, from time to time, regulations pertaining to the foregoing with which POLAR BEAR agrees to comply and to cause its employees or agents to comply. Access to the Premises may be restricted to SEA WORLD'S business hours.

XV

RULES AND REGULATIONS OF SEA WORLD

POLAR BEAR shall comply with and abide by, and shall cause its agents and employees to comply with and abide by all reasonable rules and regulations which SEA WORLD may promulgate for the operation of the Park, and shall comply with said rules and regulations as they may be amended, from time to time, by SEA WORLD.

XVI

SIGNS

The design and decor of the Park and the area in which the Premises are situated are part of an overall architectural design and master plan created by SEA WORLD. To preserve the continuity of this master plan, it is necessary that SEA WORLD retain control of all architecture and artistic design. Therefore, POLAR BEAR shall have no right to put or place any matter or thing on, nor to light, nor to otherwise use in any way, the exterior surfaces or portions

of any structures which may be part of the Premises or Exhibit. SEA WORLD shall have the sole and complete right to design and make changes in and to all exterior surfaces and portions of the structure or Exhibit. Subject to the foregoing, and after SEA WORLD'S approval as to all aspects of a proposed sign, including but not limited to size, shape, content and location, SEA WORLD may authorize POLAR BEAR to install, at POLAR BEAR'S expense, a sign identifying the Exhibit and the Premises. POLAR BEAR shall be responsible for and maintain such sign, in a quality manner, at its expense.

XVII

IMPROVEMENTS, ADDITIONS, ALTERATIONS

POLAR BEAR shall make no alterations, additions, or improvements on or to the Premises without SEA WORLD'S prior written consent.

If SEA WORLD shall have consented to any of such alterations, additions or improvements, such work shall be at POLAR BEAR'S sole expense and POLAR BEAR shall, not less than one (1) week prior to the commencement of any such work on the Premises, notify SEA WORLD in writing of such commencement in order that SEA WORLD may take appropriate action to protect its interests in connection herewith, including posting of notices of non-responsibility.

XVIII

DAMAGE, DESTRUCTION AND INACCESSIBILITY OF THE EXHIBIT OR PREMISES

A. If the Exhibit shall be destroyed or become damaged so as to become unusable and the Exhibit can, for the amount of net proceeds of all insurance procured and maintained by SEA WORLD covering such damage or destruction, and prior to the expiration of the Term, be repaired or restored to substantially the same condition in which it existed at the time of such destruction or damage, then SEA WORLD shall, with reasonable diligence after receipt of the proceeds of

said insurance, cause the Exhibit to be restored to substantially the same condition as it existed at the time of such destruction or damage. Payments of gross receipts shall abate during such time as the Premises or Exhibit are unusable as a result of such damage or destruction.

If the Exhibit cannot, for the amount of the net proceeds of said insurance, or prior to expiration of the Term, be repaired and restored to substantially the same condition as existed at the time of such damage or destruction, then SEA WORLD may, nevertheless, but at its own election, cause the Exhibit to be so repaired and restored. In the event SEA WORLD elects to so repair and restore, it shall with reasonable diligence proceed therewith. Payments of gross receipts shall abate during such time as the Premises or Exhibit are unusable as a result of such damage or destruction.

SEA WORLD shall, in any event, within thirty (30) days next following the occurrence of the event causing such damage or destruction, give POLAR BEAR written notice of its election to either repair and restore or not to repair and restore the Exhibit or Premises.

In the event that the proceeds of said insurance are not sufficient to repair and restore the Exhibit, or such repair and restoration cannot be accomplished prior to expiration of the Term, and SEA WORLD shall elect not to cause the Exhibit to be repaired and restored, then this Lease shall terminate.

Should the Exhibit be repaired and restored in accordance with this Article XVIII, SEA WORLD shall proceed with reasonable diligence to repair and restore the Premises, fixtures and equipment and renew operation of the Exhibit.

B. Should the Premises become inaccessible to the public because of damage to, or destruction of, any part of the Park or the buildings therein,

other than the Exhibit or Premises, payments of gross receipts shall abate during such time as the Premises remain so inaccessible because of such damage or destruction. Should such inaccessibility continue beyond the expiration of the Term, either party may at its option, while such inaccessibility continues, terminate this Lease by giving ten (10) days' written notice of such termination to the other party.

C. No compensation or claim shall be payable by SEA WORLD by reason of any interference, interruption or injury to business, or for any other loss or liability arising out of the occurrence of any event of damage to, or destruction of, any portion of the Park.

XIX

TERMINATION AND RE-ENTRY

SEA WORLD shall have the right, at its option, to terminate this Lease or re-enter upon the Premises and take exclusive possession thereof with or without terminating this Lease, upon the happening of any one or more of the following events:

A. In the event POLAR BEAR shall use the Premises for any purpose, or for the conduct of any activity, other than as expressly permitted by this Lease, and such use or activity shall continue for a period of three (3) days after SEA WORLD shall have given written notice to POLAR BEAR to cease and desist from such use or activity.

B. In the event POLAR BEAR shall be in default with respect to, or shall breach, any of the terms, conditions or provisions of this Lease other than a default or breach referred to in Paragraph A of this Article XIX, and such default or breach shall continue for a period of ten (10) days after SEA WORLD shall have given POLAR BEAR written notice of such breach or default.

If SEA WORLD terminates this Lease in accordance with the provisions of this Article XIX, all Equipment improvements, fixtures and Equipment located on the Premises at the time of such breach or default shall remain on the Premises and shall become the absolute property of SEA WORLD unless SEA WORLD requests POLAR BEAR to remove them. If SEA WORLD requests POLAR BEAR to remove such improvements, Equipment or fixtures, POLAR BEAR shall do so immediately at its own expense.

The remedies herein provided for shall not be exclusive, but shall be cumulative upon all other remedies available in law or equity.

Upon the expiration of the Term, or upon the termination or cancellation of this Lease, for any reason, prior to the expiration of the Term, POLAR BEAR shall peaceably and quietly quit, surrender and deliver up possession of the Premises to SEA WORLD.

XX

DAMAGE WAIVER

POLAR BEAR hereby expressly waives any and all claims of whatever nature for any or all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the Premises or any services to or for the Premises, except any of the same caused by SEA WORLD'S wilful, fraudulent or unlawful conduct. POLAR BEAR hereby expressly releases and discharges SEA WORLD, its officers, agents, employees and servants from any and all demands, claims, judgments and causes of action arising from any matter mentioned above in this Article XX.

XXI

WAIVER

No waiver, whether by omission, commission or otherwise, by either

party hereto at any time, or from time to time, of a breach of any of the terms, conditions or covenants of this Lease shall be deemed to be a waiver of any subsequent breach of the same, or any other terms, conditions or covenants, or establish any precedent upon which the other party may rely.

XXII

NOTICES

Any notice required or desired to be given hereunder shall be deemed served if delivered either personally to an officer of the party served, or by depositing the same in the United States mail in a sealed envelope with postage thereon prepaid, addressed to the parties as follows:

If to SEA WORLD, at 1720 South Shores Road, San Diego, California 92109

If to POLAR BEAR, at 36367 Groesbeck, Mount Clemens, Michigan 48043, or to such other address as the party to be served may direct by written notice to the other party.

XXIII

COSTS AND ATTORNEY'S FEES

Should it become necessary for SEA WORLD or City to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this Lease, POLAR BEAR agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.

XXIV

NONCOMPETITION

POLAR BEAR agrees that POLAR BEAR shall not, during the Term of this Lease, install, operate or erect an exhibit similar in nature to the Exhibit

described herein or utilize equipment similar in nature to the Equipment installed at the Exhibit, within a Fifty (50) mile radius of the Park.

SEA WORLD agrees that SEA WORLD will not, during the Term of this Lease, install, operate or erect a remote controlled boat facility within the Park.

XXV

SUBORDINATION

This Agreement is in effect a sublease of a portion of the Premises covered by that certain Lease Agreement dated December 14, 1977 as amended between SEA WORLD herein and the City of San Diego. This sublease is subject and subordinate to the covenants and conditions of said Lease Agreement notwithstanding any provision hereof contrary to or in conflict with said agreement.

XXVI

PRIOR CITY APPROVAL

It is specifically understood and agreed by and between the parties that the validity of this Lease shall be subject to and conditioned upon the prior written approval of the City.

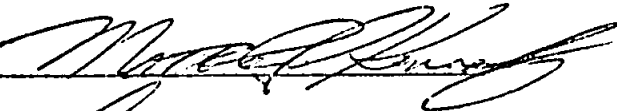
XXVII

EXCLUSIVE AGREEMENT

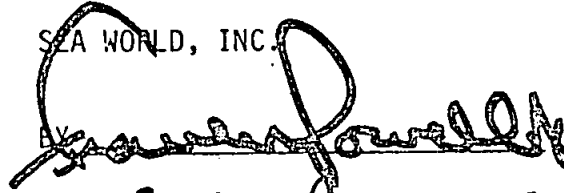
Each of the parties hereto acknowledges that the foregoing Lease, including the Attachments hereto, contains all terms and conditions agreed upon between them and that there are no other terms or conditions other than what are expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on
the date first above written.

POLAR BEAR ENTERPRISES

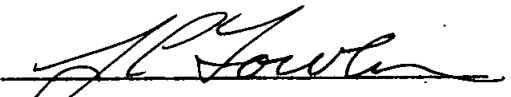
BY 
TITLE President

SEA WORLD, INC.

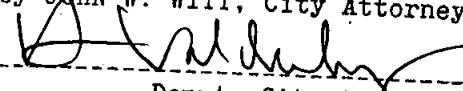
BY 
TITLE SR. VICE PRESIDENT AND
GENERAL MANAGER

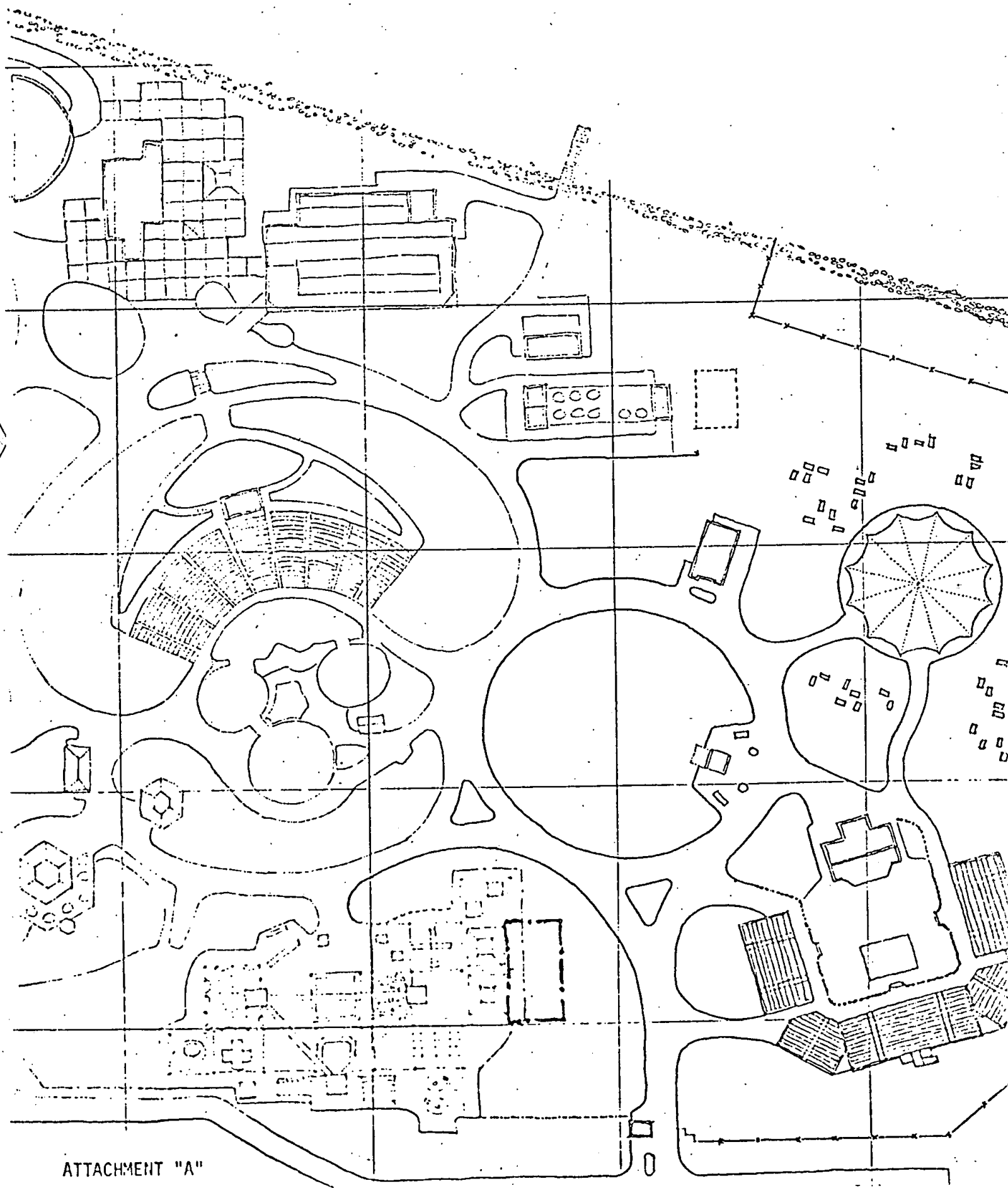
The City of San Diego hereby approves the foregoing
lease and consents to the leasing of the Premises
described therein.

Date: 13 Feb 80

BY 
ITS Deputy City Manager

APPROVED as
to form by JOHN W. WITT, City Attorney

By 
Deputy City Attorney



POLAR BEAR ENTERPRISES
36367 Groesbeck
Mt. Clemens, MI 48043
(313) 792-1830

January 23, 1980

Sea World, Inc.
1720 South Shores Road
San Diego, California 92109

Attention: Frank A. Powell, Jr.

Gentlemen:

You and we have entered, or will shortly enter, into a Lease, hereinafter referred to as the "Lease", whereby you will lease to us a certain portion of your premises in the Sea World park, San Diego, California, as described therein, for the installation of the personal property described herein and therein consisting of a minimum of twenty (20) coin-operated commercial remote controlled boats, including, but not limited to, the control stations required to operate each unit, which together with all replacement parts, repairs, alterations, additions, improvements and accessories incorporated therein or affixed thereto are hereinafter designated the "equipment" to be installed in an area designated by you, within your park. In accordance with the terms of the Lease, we are obligated to design, construct and install the exhibit upon the designated premises. We desire that you undertake those portions of our obligations to design, construct and install said exhibit. In consideration of the foregoing, you and we hereby agree as follows:

1. We hereby authorize and direct you, and you hereby agree to perform, or cause to be performed the work and services, hereinafter called "Work and Services", in connection with the exhibit set forth in the Appendix, hereinafter called the "Appendix", attached hereto and by this reference made a part thereof. You will commence the Work and Services upon execution hereof and proceed thereafter as expeditiously as possible; provided, however, that if we do not give the consent set forth in Paragraph 3 hereof, you will only be obligated to perform such Work and Services to the extent of the estimated cost and expenses therefor.

2. We shall pay to you for the foregoing Work and Services your actual costs and expenses as set forth in the Appendix. There will be no profit to you for the Work and Services performed hereunder.

(a) We shall pay to you, upon the execution hereof, one-half ($\frac{1}{2}$) of the estimated cost and expenses for the design, preliminary drawings, sketches, schematics, renderings, layouts and site plan ("visualizations") set forth in Appendix B(1). Thereafter, you will bill us bi-monthly for your costs and expenses therefor, and we shall remit payment to you forthwith, until such payments of the bi-monthly billings total the then remaining one-half ($\frac{1}{2}$) of the estimated costs and expenses for the visualizations.

ATTACHMENT "B"

(b) At such time as the visualizations, or any of them permit, you will commence preparation of the working drawings and specifications set forth in Appendix B(2). We shall pay to you therefor one-half ($\frac{1}{2}$) of the estimated cost and expenses at the time you so commence such preparation. Thereafter, you will bill us bi-monthly for your costs and expenses therefor, and we shall remit payment to you forthwith, until such payments of the bi-monthly billings total the then remaining one-half ($\frac{1}{2}$) of the estimated cost and expenses for the working drawings and specifications.

(c) At such time as the drawings and specifications, or any of them permit, you will commence performance of the construction and installation as set forth in Appendix B(3). We shall pay to you therefor one-half ($\frac{1}{2}$) of the estimated cost and expenses at the time you so commence such construction and installation. Thereafter, you will bill us bi-monthly for your costs and expenses, and we shall remit payment to you therefor forthwith, until such payments of the bi-monthly billings total the then remaining one-half ($\frac{1}{2}$) of the estimated cost and expenses for such construction and installation.

(d) If you complete any of the Work and Services for less than the sum we have paid therefor, adjustment will be made upon completion of all Work and Services.

(e) In the event expenditures in addition to the estimated cost and expenses set forth in the Appendix are required, we shall pay to you the cost you estimate for such additional expenditures in advance upon giving our consent therefor. If necessary this procedure shall be repeated. Adjustments, if any, shall be made upon completion of all Work and Services.

3. If, and at such time as you have expended a sum equal to the estimated cost and expenses for the visualizations, the drawings and specifications and the construction and installation set forth in the Appendix, you will cease all Work and Services, whether completed or not, and notify us. You will not proceed thereafter without obtaining our consent, which consent shall not be unreasonably withheld.

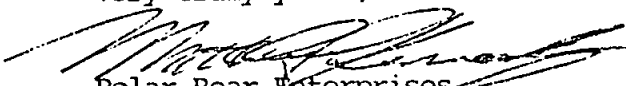
4. You will submit to us your actual expenditures upon request from us at any time while this Agreement is in effect, but not more often than twice monthly. At such time as you submit such figures to us, you will, if we so request, submit to us the revised estimate, if any, for the remaining Work and Services. We hereby acknowledge that you will not be able to give any figures in connection with construction and installation until the drawings and specifications are completed.

5. Because of the nature of the Work and Services to be performed by you hereunder and its intimate relationship to our business, we shall have all necessary personnel of our company available for conferences and consultations with you at reasonable times, and we shall give any consents and approvals necessary as expeditiously as possible.

6. You agree not to utilize the exact drawings described herein for the purpose of reproducing a duplicate facility in your Park in Orlando, Florida, without our prior consent.
7. We have a limited right to inspect your books and records in connection with the Work and Services to be performed for us hereunder.

If the foregoing is in accordance with your understanding of our Agreement, kindly sign in the space provided below, returning this original to us. A copy is enclosed for your records.

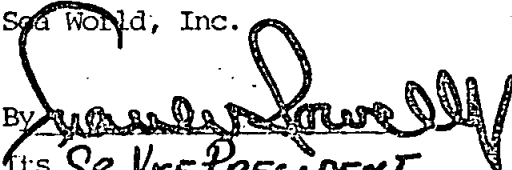
Very truly yours,


Polar Bear Enterprises

Accepted and Agreed To

this 23rd day of Jan, 1980

Sea World, Inc.

By 

Its SR. VICE PRESIDENT
AND GENERAL MANAGER

APPENDIX

(A). Actual costs and expenses for Work and Services:

1. Actual amount billed to you by third parties.

(a) Actual payments for labor, plus fifteen per cent (15%) for employee benefits and taxes.

(b) Material at your cost.

(c) Actual amount paid by you for traveling and other expenses of employees in connection with the Work and Services.

2. Five per cent (5%) of the total of 1. and 2., immediately above, for direct cost of supervision.

(B) Work and Services shall consist of the following:

1. Preparation of visualizations necessary to make working drawings and specifications for the exhibit.

The estimated cost and expense for the visualizations is FIVE HUNDRED Dollars (\$500.00).

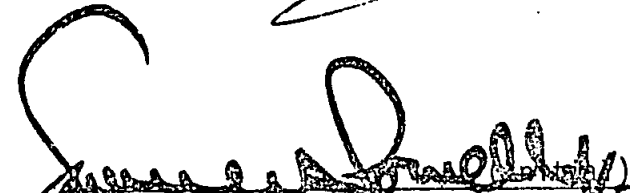
2. Preparation of necessary working drawings and specifications required to construct and install the exhibit as depicted in the visualizations. The estimated cost and expense for the working drawings and specifications is TWENTY-FIVE HUNDRED Dollars (\$2,500.00).

3. Construction and installation of all permanent phases of the exhibit as set forth in drawings and specifications, including excavation and concrete work, above ground and underground utilities, decking, handrails, landscaping, change booth, storage building, control panel, painting, general lighting and twenty (20) control stations.

Construction and installation will include purchase of all materials

and items called for by the plans and specifications except for that material which is to be supplied by us. You will not construct and install any of the readily moveable portions of the exhibit unless we and you specifically agree thereto thereafter. The estimated cost and expense for construction and installation is THIRTY FIVE THOUSAND Dollars (\$35,000.00). In the event the cost of construction contemplated hereunder exceeds \$35,000.00, Sea World shall pay such costs over and above such amount.


POLAR BEAR ENTERPRISES, INC.


SEA WORLD, INC.

When recorded please return to:

James C. Talley
SECURITY PACIFIC COMMERCIAL LEASING, INC.

Our Copy
Legal Side
High Fliers Ltd

One Embarcadero Center, Suite 710
Post Office Box 7722
San Francisco, CA 94120



LANDLORD'S(S) AGREEMENT AND WAIVER

Premises: described and delineated in Exhibit "I" known as Perez Cove, 1660 So. Shores Rd.

Lessee: SEA WORLD, INC.

Lessor: SECURITY PACIFIC COMMERCIAL LEASING, INC.

The undersigned Landlord(s) is (are) the sole record owner(s) of the Premises identified and briefly described above.

The Lessee has applied to the Lessor identified above for a lease ("Lease") of certain equipment ("Equipment") more fully described in Schedule "A" attached hereto. Lessee intends to locate the Equipment on the Premises identified above. Lessor is willing to enter into said Lease only if Landlord(s) subordinate(s) and waive(s) as to the Lessor any claims, demands, or rights Landlord(s) may have or hereafter acquire with respect to the Equipment.

To enable Lessee to lease said Equipment, locate the Equipment on the Premises and obtain the benefits thereof and therefrom, the Landlord(s), intending to be legally bound, agree(s) as follows:

1. Landlord(s) certify(ies) that it is (they are) the sole record owner(s) of the Premises free and clear of all mortgages, trust deeds, liens or other encumbrances which might affect the Equipment, except the following:

NONE

Lienholder's name _____

Street _____

City _____

County _____

State _____

Type of Lien _____

2. Any and all liens, claims, demands or rights, including, but not limited to, the rights to levy, execution, sale and distraint for unpaid rent, or other rights arising under real property law or by contract, which Landlord(s) now has (have) or may hereafter acquire on or in any of the Equipment presently and hereafter leased to Lessee are hereby waived as to Lessor and shall be subordinate and inferior to the rights of Lessor with respect to the Equipment.

3. The Equipment shall at all times be considered to be personal property and shall not constitute fixtures or become a part of the aforementioned Premises, notwithstanding the fact that any part of the Equipment may be resting upon, imbedded in or attached to the Premises by means of cement, plaster, nails, bolts, screws or otherwise. Lessor may at all reasonable times enter upon the Premises to inspect and/or to remove the Equipment, in whole or in part, or to auction the Equipment in place, provided, however, that Lessor will reimburse the Landlord(s) for reasonable costs of repair for any damage done to the Premises as a result of said removal. Nothing herein or elsewhere shall be deemed to prevent Lessor from abandoning to Landlord(s), any mortgagee, trustee, lienholder or to the Lessee any part of or all the Equipment which cannot, in the opinion of Lessor, be economically removed from the Premises.

~~4. Landlord(s) will immediately reimburse Lessor for all costs and expenses, if any, including reasonable attorneys' fees, incurred by Lessor to secure its rights against Landlord(s) pursuant to this Landlord's(s) Agreement and Waiver.~~

5. Landlord(s) will give Lessor a reasonable time, but in any event not less than forty-five (45) days after written notice to Lessor at the address specified hereinbelow, (or as hereafter changed by Lessor), to remove or abandon said Equipment:

One Embarcadero Center, Suite 710
San Francisco, CA 94111

6. Landlord(s) will notify any purchaser of said Premises and any subsequent mortgagee, trustee and beneficiary under a deed of trust, or other encumbrance or lienholder of the existence of this Landlord's(s) Agreement and Waiver.

7. This Landlord's(s) Agreement and Waiver is assignable by Lessor with said Lease and shall be binding upon the executors, administrators, successors, transferees or assignees of Landlord(s) and shall inure to the benefit of the successors and assigns of Lessor.

8. This Landlord's(s) Agreement and Waiver may be recorded by the Lessee and/or the Lessor, and if required for recordation purposes, Landlord(s) will promptly provide Lessor the legal description of the Premises to be attached as Exhibit B hereto. Upon removal or abandonment of the Equipment by Lessor, Lessor will, upon written request of any interested party, execute a release of its rights herein provided.

In WITNESS WHEREOF, the undersigned Landlord(s) has (have) executed this Landlord's(s) Agreement and Waiver this 30 day of October 1980.

APPROVED AS TO FORM AND LEGALITY THIS
30 DAY OF October 1980.

JOHN W. WITT, CITY ATTORNEY

BY: /s/ H. O. Valderhaug
Attest: DEPUTY

SECURITY PACIFIC COMMERCIAL LEASING, INC.

(Lessor) Contract Administrator

(Date)

August 26, 1980

(11/76)

(Individual) (s) _____

(Corporation)

CITY OF SAN DIEGO

By /s/ John P. Fowler

(Partnership)

DEPUTY CITY MANAGER

By _____

(General Partner)

(General Partner)

EXECUTED COUNTERPART

SCHEDULE A

EQUIPMENT DESCRIPTION

One (1) New Electric and Steam Generation System.
All Equipment and installation charges must be
acceptable to Lessor.

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

NOVEMBER 14, 1977
JOB NO. 76-1111

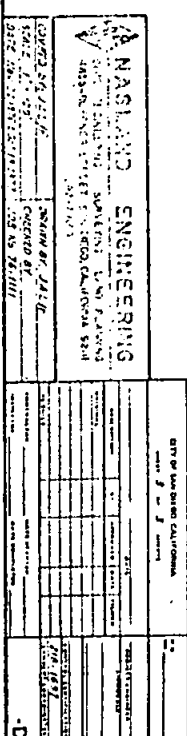
SEA WORLD, INC. LEASE
FORMERLY
PEREZ COVE LEASE
LEASE DESCRIPTION

PARCEL B:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY (FORMERLY FALSE BAY), AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AND IS KNOWN AS MISCELLANEOUS MAP NO.36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24 IN BLOCK 10 OF RESUBDIVISION OF BLOCKS 7, 8, AND 10 AND A PORTION OF BLOCK 9 AND LOT "A", INSPIRATION HEIGHTS, ACCORDING TO MAP THEREOF NO. 1700; FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 27, 1917; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 24, SOUTH $89^{\circ}55'56''$ WEST, (RECORD NORTH $89^{\circ}59'00''$ WEST), 25.00 FEET TO A POINT OF TANGENT CURVE IN THE BOUNDARY OF SAID LOT 24; THENCE SOUTH $00^{\circ}04'04''$ EAST, 2.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 2.00 FEET SOUTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID BLOCK 10; THENCE ALONG SAID PARALLEL LINE NORTH $89^{\circ}55'56''$ EAST, 249.70 FEET; THENCE NORTH $05^{\circ}30'02''$ WEST, 104.06 FEET TO THE UNITED STATES COAST AND GEODETIC SURVEY TRIANGULATION STATION "OLD TOWN" (THE LAMBERT GRID COORDINATES, CALIFORNIA ZONE 6, FOR SAID STATION "OLD TOWN" ARE $X = 1,712,415.17$ AND $Y = 213,819.22$) AND SAID TRIANGULATION STATION IS LOCATED AT LATITUDE $32^{\circ}45'02''$ NORTH AND LONGITUDE $117^{\circ}11'07.200''$ WEST, BEING ALSO THE POINT OF ORIGIN FOR THE SAN DIEGO CITY ENGINEER'S MISSION BAY PARK COORDINATE SYSTEM; THENCE NORTH 5,858.00 FEET AND WEST 13,500.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY, THE MISSION BAY PARK COORDINATES OF SAID TRUE POINT OF BEGINNING BEING NORTH 5,858.00 AND WEST 13,500.00; THENCE SOUTH 858.00 FEET; THENCE NORTH $69^{\circ}45'18''$ WEST 130.04 FEET; THENCE NORTH $75^{\circ}37'07''$ WEST 80.52 FEET; THENCE WEST 81.94 FEET; THENCE SOUTH $0^{\circ}02'45''$ EAST 12.99 FEET TO THE EASTERLY TERMINUS OF A 20.00-FOOT-RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH $0^{\circ}02'45''$ WEST TO SAID TERMINUS; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ}29'11''$ A DISTANCE OF 31.93 FEET TO A POINT ON THE ARC OF A 332.00-FOOT-RADIUS CURVE CONCAVE WESTERLY, A RADIAL LINE OF SAID 332.00-FOOT-RADIUS CURVE BEARS NORTH $88^{\circ}28'04''$ EAST TO SAID POINT; THENCE NORTHERLY

AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $69^{\circ}21'58''$ A DISTANCE OF 401.94 FEET; THENCE TANGENT TO SAID CURVE NORTH $70^{\circ}53'54''$ WEST 121.23 FEET TO THE BEGINNING OF A TANGENT 270.00-FOOT-RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}02'07''$ A DISTANCE OF 61.43 FEET TO INTERSECTION WITH A LINE THAT BEARS SOUTH $26^{\circ}24'59''$ WEST 438.27 FEET FROM MISSION BAY COORDINATES NORTH 5,795.00 AND WEST 14,000.00; THENCE NORTH $26^{\circ}24'59''$ EAST ALONG SAID LINE 438.27 FEET TO SAID MISSION BAY COORDINATES BEING A POINT ON THE ARC OF A 240.00-FOOT-RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH $27^{\circ}10'45''$ WEST TO SAID POINT; SAID POINT ALSO BEING HEREIN- AFTER REFERRED TO AS POINT "A"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ}56'26''$ A DISTANCE OF 104.47 FEET TO A POINT OF COMPOUND CURVATURE WITH A 800.00-FOOT-RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY AND NORTH-EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $29^{\circ}39'58''$ A DISTANCE OF 414.22 FEET TO THE TRUE POINT OF BEGINNING.



ATLANTIS RESTAURANT LEASE AND REVISION
OF PEREE COVE LEASE.

Exhibit 1
Page 3 of 3

NOTES:
1. ORIGIN OF COORDINATE SYSTEM IS U, S, C, & G, S STATION
OLD TOWN (ALSO KNOWN AS COORDINATES.)
2. REFERENCE DRAWING: 3, 314, 8, 4026, 1-8, 4038 & 4657, 35, 0.

LEGEND:
Aveo wing
0632 aveo

PEREZ COVE LEASE.

575	AREA
Original (Day 1238 A)	8110 ac
Adams	0512 ac
Total	8622 ac

ATLANTIS RESTAURANT LEASE

5175	4264
Land area (May 1996 to 20)	6709 acs
Water area	1688 acs
Total	<u>8397 acs</u>