

**CITY OF SAN DIEGO'S CONSENT TO
SEA WORLD, LLC's
SECOND AMENDMENT TO
COMMUNICATION SITE SUBLEASE AGREEMENT**

THIS CITY OF SAN DIEGO CONSENT TO SECOND AMENDMENT TO COMMUNICATION SITE SUBLEASE AGREEMENT ("Consent") is made by the City of San Diego, a California municipal corporation ("CITY"), and SEA WORLD LLC, a Delaware limited liability company ("LESSEE"), to be effective as of MAY, 4, 2012 ("Effective Date").

CITY, as lessor, and SEA WORLD LLC, as Lessee, are parties to a certain lease agreement ("Lease") set forth in documents filed in the Office of the San Diego City Clerk as Document Nos. 762304; 765767; RR-259814; RR-263507; RR-266641; OO-18538; and RR-296787, and relating to certain CITY-owned real property (the "Premises") located in Mission Bay Park in San Diego, California.

LESSEE now requests CITY's consent to amend a communication site sublease agreement ("Second Amendment") dated April 30, 1996, with Pacific Bell Mobile Services, a California Corporation, as amended and assigned to PACIFIC BELL WIRELESS, LLC, a Nevada limited liability company, d/b/a T-Mobile, ("PACIFIC BELL"), relating to LESSEE's operations on the Premises.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Subject to the following terms and conditions, CITY hereby consents to LESSEE's request to enter into the Second Amendment to extend a communication site sublease agreement with PACIFIC BELL for a term of five (5) years commencing on February 1, 2012, and expiring on January 31, 2017. The CITY'S consent does not relieve LESSEE or PACIFIC BELL from the responsibility and obligation, if any, to obtain all necessary licenses or permits, or otherwise comply with all applicable rules, regulations, and local, state and federal laws.
2. Any conflict between the Lease, this Consent (except as otherwise stated herein), and the Second Amendment shall be construed or resolved in favor of the Lease. LESSEE hereby acknowledges and agrees that PACIFIC BELL's rights and obligations under the Second Amendment are subject to and subordinate to the terms and conditions of the Lease and this Consent.
3. LESSEE shall ensure that the subleased premises shall be used for the sole purpose of providing mobile/wireless communication services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the maintenance and operation of communication facilities as constructed and approved by CITY. Any unauthorized activity conducted on the subleased premises, or elsewhere on the Lease Premises, shall be subject to the requirements of ARTICLE IV, Section F, of the Lease.

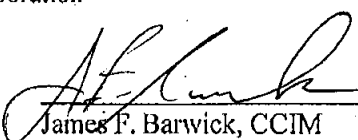
4. All monetary consideration received by LESSEE as result of the Second Amendment shall be considered gross income, and that rent shall be payable to the CITY on said income at a rate of Four Percent (4%).
5. Through its Second Amendment, LESSEE shall ensure that PACIFIC BELL shall defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation any injury to LESSEE's or PACIFIC BELL's officers, employees, agents, invitees, guests, subtenants or licensees, which arise out of or are in any manner directly or indirectly connected with the Second Amendment, PACIFIC BELL's use of or operations on the Lease Premises, the condition of the subleased premises, or from any act or omission of PACIFIC BELL or any of his employees, agents, invitees, guests, subtenants or licensees; provided, however, this duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents or employees.
6. This Consent does not constitute consent to any subsequent subletting of any portion of the Lease Premises, and does not relieve LESSEE or any person claiming under or through LESSEE of the obligation to obtain CITY'S consent to any future sublease.
7. Failure by LESSEE to observe or perform any of the covenants or provisions of the Lease and this Consent shall constitute a default. Upon discovery of such a default, the CITY reserves the right to retract this Consent to the Second Amendment.

IN WITNESS WHEREOF, the parties hereto execute this Consent to be effective as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 5/1/12

By: _____


James F. Barwick, CCIM
Real Estate Assets Director

SEA WORLD, LLC, a Delaware limited liability company

Date: 4/26/12

By: _____

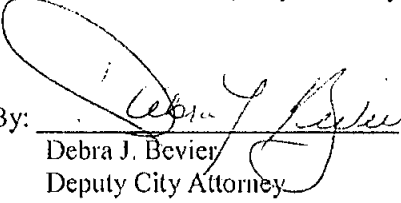
Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

Date: 5/4/12

JAN I. GOLDSMITH, City Attorney

By: 
Debra J. Bevier
Deputy City Attorney

Sea World - CONSENT TO SECOND AMENDMENT - PACIFIC BELL WIRELESS

**SECOND AMENDMENT
TO
COMMUNICATIONS SITE SUBLEASE AGREEMENT**

This SECOND AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT ("Second Amendment") is effective this ____ day of January, 2012, by and between T-Mobile West Corporation, a Delaware corporation, successor in interest to TMO CA/NV LLC, f/k/a Pacific Bell Wireless, LLC, a Nevada limited liability company ("Sublessee") and Sea World LLC, a Delaware limited liability company, successor in interest to Sea World, Inc. by conversion ("Sublessor").

WHEREAS, Sublessor and Sublessee entered into that certain Communications Site Sublease Agreement dated April 30, 1996, which was amended by a First Amendment to the Communications Site Sublease Agreement dated February 1, 2002 (the "Sublease").

WHEREAS, the initial Term of the Sublease expired on February 1, 2002, and the Sublease was renewed by the parties until January 31, 2012; and

WHEREAS, the parties desire to further extend the Sublease for an additional Renewal Term of five (5) years, and to amend the Sublease to reflect such extension.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Term of the Sublease as set forth in Paragraph 4 shall be extended for a Renewal Term of five (5) years, beginning on February 1, 2012 and ending on January 31, 2017.
2. Paragraph 4 of the Sublease is hereby deleted in its entirety and amended to read as follows:

"The term of this Sublease ("Term"), which has commenced upon the earlier of: (i) the issuance of a local building permit allowing Sublessee to construct its mobile/wireless communications facilities on the Premises, or (ii) January 31, 1997 ("Commencement Date"), shall extend until January 31, 2017. By written agreement, the parties may extend the Term of this Sublease for a Renewal Term of five (5) years on the same terms and conditions as set forth herein."
3. Capitalized Terms used in this Second Amendment but not otherwise defined shall have the meanings ascribed to such terms in the Sublease.
4. Sublessor and Sublessee acknowledge and agree that (a) the Sublease, as further amended by this Second Amendment, shall continue in full force and effect in accordance with its terms, and (b) this Second Amendment is limited



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as specified herein and shall not constitute an amendment or waiver of any other provision of the Sublease.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Communications Site Sublease Agreement as of the date first above written.

SUBLESSOR:

SEA WORLD LLC

By: [Signature]

Name: John R. Kelly

Title: Park President

SUBLESSEE:

T-MOBILE WEST CORPORATION

By: [Signature]

Name: Danny Bazerman

Title: Director

Approved as to Form

[Signature]

