

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

THIS CITY OF SAN DIEGO CONSENT TO SPONSHORSHIP AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of January 20, 2011 (the "Effective Date"), as follows:

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

LESSEE, and Southwest Airlines Co., a Texas Corporation ("Sponsor"), have entered into a sponsorship agreement commenced on January 1, 2008, under which Sponsor is allowed to promote and publicize its corporate name and corporate activities by being designated as the Official Domestic Airline of the LESSEE, and to sponsor a certain attraction and a certain display as the Premises more fully described in the agreement ("Agreement").

CITY hereby consents to Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

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

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

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

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: _____


James F. Barwick, CCIM
Real Estate Assets Director

SPONSORSHIP AGREEMENT

THIS AGREEMENT is made as of the 1st day of January, 2008, by and between SOUTHWEST AIRLINES CO. ("Sponsor"), a Texas corporation with its principal place of business in Dallas, Texas, and SEA WORLD, INC., a Delaware corporation with its principal place of business in Orlando, Florida, on behalf of its division known as Sea World San Diego ("SeaWorld").

WITNESSETH:

WHEREAS, SeaWorld owns and operates the theme park commonly known as Sea World San Diego, in San Diego, California (the "Park");

WHEREAS, Sponsor is in the business of operating an airline and Sponsor desires to promote and publicize its corporate name and corporate activities by being designated as the Official Domestic Airline of the Park to sponsor a certain attraction at the Park as more fully described on Exhibit A (the "Attraction") and a certain display at the Park more fully described on Exhibit B (the "Display") as more fully described in this Agreement;

WHEREAS, SeaWorld and Sponsor wish to publicize the Park and encourage tourism and air travel for their mutual benefit to the market where the Park is located, namely, San Diego, California (the "Home Market"); and

WHEREAS, SeaWorld agrees to designate Sponsor as the "Official Domestic Airline" of the Park, "Sponsor" of the Attraction and Display in its marketing, advertising, sales and promotional materials and "Official Domestic Airline" of SeaWorld Adventure Camps program;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the parties mutually agree as follows:

1. Operation and Control of the Park, Attraction and Display.

(a) SeaWorld shall be entitled to operate the Park in its customary manner, and notwithstanding the grant of certain sponsorship rights to Sponsor as set forth in this Agreement shall have full and exclusive control over the operation, use and management of the Park.

(b) SeaWorld agrees that it has constructed and it will operate and maintain the Attraction as the Attraction is described on Exhibit A, and operate and maintain the Display, as described on Exhibit B. SeaWorld shall cause the Attraction and the Display to be adequately staffed, lighted and supplied with appropriate brochures and other mutually agreed upon collateral materials produced by Sponsor, and the Display to be visible to patrons and guests during the normal operating hours of the Park. The normal Park operating hours are subject to daily modifications by SeaWorld, in its sole discretion.

(c) SeaWorld shall have full control over, and full responsibility and obligation for: (i) the design, construction, operation and maintenance of the Attraction and (ii) the operation and maintenance of the Display.



2. Advertising and Promotion by Sponsor.

SeaWorld shall permit the Display reflecting Sponsor's business name and activities to be created, installed and used in the Park at, in and on the Attraction substantially in accordance with the locations, plans, specifications and descriptions agreed to by SeaWorld and Sponsor. SeaWorld shall assist Sponsor, at no additional cost to Sponsor, in the design and layout of the graphics and concepts and SeaWorld shall be solely responsible for the implementation of the plans for the Display. The Display shall consist of those elements identified in Exhibit B. The design and theming of the Display, including Display elements within the Attraction (enumerated in Exhibit B) shall be subject to each party's approval. All costs associated with and responsibility for manufacturing, purchasing, constructing, installing and erecting the existing Display (as of 5-1-01) have been shared by the parties and paid in full. All costs for Display yet to be constructed shall be divided between the parties with SeaWorld paying for all attraction and area signage, and Sponsor paying for any photo walls or other Sponsor-focused installations. All other costs related to partnership presence shall be equally shared. All costs associated with the disassembly and removal of the Display from the Park at the termination of this Agreement shall be the responsibility of SeaWorld. Notwithstanding the foregoing, Sponsor will be responsible for any return shipping of Sponsor's products, including the Displays.

3. Advertising and Promotion by SeaWorld.

SeaWorld shall have the right to photograph, take motion pictures or televise, or otherwise reproduce in any manner or through any media, the Attraction or any portion thereof. Any use of such reproductions containing Sponsor's trademarks, copyright works, trade names, logos, product identification, artwork, or characters, shall be subject to Sponsor's written consent pursuant to Section 9 hereof.

4. Term.

The term of this Agreement shall begin on January 1, 2008 and, unless terminated sooner in accordance with the terms hereof, shall end on December 31, 2010 (the "Term"); subject, however, to the survival of any other term or provision of this Agreement contemplating performance after the expiration of the Term. For the purposes of this Agreement, each January 1 through December 31 twelve-month period shall hereinafter be referred to as a "Contract Year."

5. Right of First Negotiation.

Upon expiration of this Agreement, Sponsor shall have the right of first negotiation with respect to any similar agreement regarding sponsorship rights for the Park involving a domestic passenger air transportation service provider. As used herein, the right of first negotiation shall mean that SeaWorld shall negotiate exclusively with Sponsor for a period of at least sixty (60) days during the Contract Year ending on December 31, 2010 with respect to the matters covered by this Agreement. After such exclusive negotiation period, SeaWorld shall be free to negotiate with any third party without any obligation to re-offer the rights to Sponsor. The right of first negotiation provided for in this Section 5 applies only to the initial Term and not to any renewals or extensions thereof.

6. Mutual Investment and Support. During each Contract Year:

(a) Either party may work with any marketing partner of its choice outside of the physical boundaries of the Park.



(b) Sponsor and SeaWorld will work together on marketing programs to create promotions, public relations tours and advertising that will meet each party's goals. Funding for these programs will be equally shared.

(c) Sponsor and SeaWorld will use their best efforts to identify and implement new cooperative opportunities for the sale of Park tickets and Sponsor tickets and packages, through such means as reservation systems, concierge services, Park incentives, direct marketing programs, children's activity books, online promotions and other similar sources as the parties may mutually agree.

7. Sponsorship Benefits Provided to Sponsor. During each Contract Year, subject to the terms of Section 9(e):

(a) Sponsor may, subject to SeaWorld's prior written approval in each instance, utilize the Park characters and SeaWorld promotional elements, including, but not limited to, Park merchandise, sweepstakes trips, ground packages and discounted admissions to the Park, in Park advertising and consumer promotion programs, and utilize Sponsor's Spirit and/or Spirit, Jr. character in Sponsor's in-Park marketing events. In the case of Sponsor's use of Park characters, SeaWorld shall pay the labor charges of the performers; Sponsor shall pay for all other travel, lodging and related operational expenses. All materials using such characters and/or elements shall include such trademark and/or copyright notices as SeaWorld or Sponsor shall designate from time to time.

(b) SeaWorld hereby designates Sponsor as the "Official Domestic Airline of the Park" and "Presenting Sponsor" of the Attraction. SeaWorld will promote the above designations through signs at the entrance and exit of the Sponsored Attraction, at the Attraction and through one (1) plane model display of an aircraft operated by Sponsor at the Park as provided by Sponsor. SeaWorld and Sponsor shall mutually agree upon the exact manner of showcasing Sponsor within the Park. Sponsor shall be responsible for the cost of Sponsor collateral elements used in the Park and will pay for photo walls or other mutually agreed upon Sponsor presence. During the Term, SeaWorld shall not (i) designate any other Domestic Passenger Air Travel provider (as defined in Section 7[k] below) as the preferred or official domestic airline of the Park or any other designation with the same meaning; (ii) grant to any other Domestic Passenger Air Travel provider sponsorship of an attraction at the Park or representation on a display located at the Park, other than representation of a non-U.S. based international carrier in a general travel kiosk which may feature several other such international carriers; or (iii) license the right to paint, affix or display depictions of the killer whale "Shamu," or any other image of a killer whale or marine life character owned by SeaWorld, on the exterior of a passenger aircraft operating within the United States of America. Notwithstanding any other provision in this Agreement, Sponsor is not granted any rights with respect to any other existing or future SeaWorld park, other than the Park or under a separate agreement with Busch Entertainment Corporation of even date herewith for category sponsorship of its divisions known as Sea World San Antonio, Sea World Orlando, Aquatica, Busch Gardens Tampa Bay, Busch Gardens Williamsburg, Water Country USA, Sesame Place and Adventure Island. If Sponsor requests to be named as a "Presenting Sponsor" of an Attraction in place of the Attraction described in Exhibit A, the parties shall mutually agree on such change; provided, however, that any change will take place after the end of the first Contract Year and will remain in effect through the remainder of the Term of this Agreement. Any development and/or production fees associated with any such change in Attractions shall be negotiated between the parties.



(c) SeaWorld will provide Sponsor with opportunities to promote Sponsor's business-to-business sales program known as "SWA BIZ" to SeaWorld's select business-to-business corporate group sales clients, as deemed appropriate and relevant by SeaWorld, provided that a relevant airfare promotional code offer from Sponsor is in place.

(d) SeaWorld hereby designates Sponsor as the "Official Domestic Airline" of the Adventure Camps and will provide Sponsor with promotional partner placement on the Adventure Camp website.

(e) SeaWorld will provide Sponsor with either:

- (i) one (1) hospitality event each Contract Year at one of the Affiliated Parks for up to three hundred (300) Sponsor clients, employees or Rapid Rewards members, or
- (ii) up to four (4) annual hospitality events for up to seventy-five (75) Sponsor clients, employees or Rapid Rewards members for each event with a total of no more than three hundred (300) people,

to the extent the Park is selected by Sponsor to provide one or more of such events pursuant to Sponsor's Sponsorship Agreement with Busch Entertainment Corporation dated of even date herewith (the "National Sponsorship Agreement"). Any such event will be hosted at a mutually agreeable time and location and the exact date shall be subject to availability. Any such event will include admission, food, beverages and gratuities, up to a maximum retail value of \$150 per person as provided in the National Sponsorship Agreement. Such event(s) may not be carried over to the next Contract Year.

(f) SeaWorld shall provide logical web site links and placement from the Park's commercial web site to Sponsor's web site, www.southwest.com ("Sponsor's Web Site").

(g) Sponsor shall be entitled to receive a discount on admission to the Park for its key accounts, employees and VIP's pursuant to the terms of and so long as Sponsor executes SeaWorld's standard discount ticket purchase agreement. During the Term, SeaWorld will also provide Sponsor with program discounts on general admission at Park upon presentation of proper employee identification and/or Rapid Rewards identification at Park ticket windows. The discounts provided for in this section shall be valid for admission to the Park during regular Park operating hours for up to 4 people per employee or member on those days when the Park is open to the general public. Sponsor agrees that said admissions are not to be used for resale. Exact discount levels and ticket details to be outlined in a separate ticketing contract.

(h) SeaWorld shall provide Sponsor with the opportunity to have its employees participate in a discount ticket program enabling them to purchase a single-day admission ticket to the Park or any of the Parks described in the National Promotion Agreement ("Discount Ticket") at a twenty-five percent (25%) discount off the then current General Admission Price of a single-day admission ticket (valid at either the gate of the Park by showing Southwest Airlines valid I.D. or via "Print at Work" option). The "General Admission Price" is the price charged at the Park to the general public for a ticket, as the same may be changed from time to time by SeaWorld in its sole discretion. SeaWorld will make available to Sponsor a secure website link ("Link") on Sponsor's intranet website which shall allow Sponsor's employees to connect to the Park's website at which such Discount Ticket may be purchased. Such Link from Sponsor's intranet website shall be available throughout the calendar year during the Term. SeaWorld at its cost shall make available



to such employees of Sponsor purchasing Discount Tickets the capability for such employee to print a bar-coded Discount Ticket by means of the Park's website. The form and content of such Discount Ticket shall be decided by SeaWorld in SeaWorld's sole discretion. The parties agree to promote awareness of the Park, the Discount Tickets and if established, the "Print @ Work" option among Sponsor's employees. Such awareness shall be promoted through the use of promotional materials, fliers, customized posters and banner ads supplied by SeaWorld.

(i) Subject to availability and payment of admission, Sponsor shall have the right to utilize Park venues at no additional charge during regular Park operating hours for hospitality functions. SeaWorld will provide Sponsor with a hospitality room in the Park for small groups (4 to 8 people); provided, however, that Sponsor shall reserve such room in advance on a space availability basis. Hospitality events for groups with 15 or more people must be booked in advance through the Park's sales or marketing office. Catering for such functions will be made available to Sponsor at a ten percent (10%) discount off regular rates for groups up to 2,000 persons, and a twenty percent (20%) discount for groups in excess of 2,000 persons. Gratuities shall be billed as a percentage of the non-discounted catering bill.

(j) At Sponsor's request and subject to SeaWorld's corporate guidelines as to quantity and elements included, SeaWorld agrees to provide Sponsor with SeaWorld's standard VIP benefits, including, but not limited to, special Park tours and courtesy gifts, for key Sponsor accounts and VIP's.

(k) Subject to SeaWorld's prior written approval in each instance, Sponsor shall have the opportunity to purchase Park merchandise at retail price less thirty percent (30%) (plus any additional freight) for promotional purposes and internal use only and not for resale. The purpose for the request, area of distribution and quantity will all be monitored to ensure appropriateness and to avoid potential Park or licensing conflicts.

(l) Sponsor shall have the right, subject to the prior written approval of SeaWorld pursuant to Section 9 hereof in each instance, to utilize the Park names, photographs, films or other representations of the Park in connection with advertising or promotion of Sponsor's sponsorship of the Attraction or its promotional relationship with the Park, including advertising by means of print, radio, outdoor advertising, spot or network television or similar media.

(m) Sponsor shall have the exclusive right in the Domestic Passenger Air Travel category to have its name ("Southwest Airlines") and/or logo and "call to action" (such as an email address or a telephone number) be depicted in the Park, on Park guides, brochures and/or maps, and on the Park's website partner page in a size, quantity, manner and style acceptable to SeaWorld and equal to that of other Park "partner-level" sponsors; provided that space on the collateral piece allows this logo treatment for all sponsors. The "Domestic Passenger Air Travel" category includes, but is not limited to, the providing of domestic passenger air travel whose primary business is to sell, promote or distribute the services of a specific airline or airline-owned travel provider. Pursuant to Section 9 hereof, all use by SeaWorld of Sponsor's name and logo shall be approved in advance by Sponsor, such approval not to be unreasonably withheld.

(n) SeaWorld will provide Sponsor with right of first negotiation in the Domestic Passenger Air Travel category to participate as an advertiser in any television special, series, infomercial or print supplement produced by SeaWorld for distribution within the United States of America.



8. Sponsorship Benefits Provided to SeaWorld. Each Contract Year.

(a) Subject to the continuance of preferred pricing which shall be equal to or better than that offered to any other domestic travel packager or wholesaler, Sponsor shall include the Park in Sponsor's travel packages at minimum as an optional feature. Sponsor will work with its vacation travel partner to support and encourage Park inclusions in the Sponsor travel packages and whenever possible and appropriate will be included as a feature in the Park destination cities. Any package collateral which is produced and which includes the Park shall also include mutually agreed upon exposure of the Park in the form of a photo and written copy on each page or in each section denoting the Park's destination city. Such copy shall also acknowledge the partnership between Sponsor and the Park.

(b) The Park will be designated as being among Sponsor's "Preferred Partners."

(c) Sponsor will use its best efforts to regularly have Sponsor's flight crews acknowledge the Sponsor/SeaWorld partnership through public address announcements on flights to the Home Market and on all flights of Sponsor's aircraft.

(d) Sponsor will provide logical links and placement from Sponsor's Web Site to SeaWorld's commercial web site, www.commerce.4adventure.com ("SeaWorld's Web Site"). The link to SeaWorld's Web Site shall allow potential guests to connect to the SeaWorld Web Site where Park tickets may be purchased.

(e) Sponsor will offer participants in the SeaWorld Adventure Camps and their families with promotional codes for discounted air travel through Sponsor's airline, with such promotional codes to be included by SeaWorld in mutually agreed marketing collateral for the Adventure Camps to be determined each year based on Adventure Camp marketing plan. As noted in 8(f) below Sponsor will provide two (2) annual "Click n Save" promotional emails, one of these may potentially be used to promote SeaWorld's Adventure Camps in January. Additionally, best effort will be made to provide editorial space in the January issue of Sponsor's magazine publication entitled "Spirit".

(f) The Parks will be included in the following with no additional fee each Contract Year when available:

- (1) two (2) Sponsor's 'Click and Save' promotional emails;
- (2) one (1) sponsor homepage "what's new tile" national promotional placement; and
- (3) inclusion in one (1) Featured Destination website promotions

(g) Sponsor will work with SeaWorld to explore additional opportunities to promote the Park, including, but not limited to, online opportunities, promoting the Park in Sponsor's airline ticket e-mail confirmation messages (in appropriate Park markets) to reach consumers on Sponsor's website during the booking process and provide an option to buy a Park admission ticket, putting Park information in airport boarding gate travel center displays, in-aircraft presence and promotion, or creating shared airport gate signs or murals in markets to be mutually agreed upon.

(h) Sponsor will use best efforts to include the Park in features in the Spirit magazine throughout each Contract Year.



(i) SeaWorld will have the ability to approach other carriers for inclusion in SeaWorld vacation packaging. Sponsor will have the option to be included in SeaWorld vacation packaging.

(j) Sponsor will create promotional pages on the Rapid Rewards site relating to the discounted Park admission offered by SeaWorld, along with available email blasts to Rapid Rewards members who book airline tickets through Sponsor to a market in which SeaWorld operates, monthly mailings and Rapid Report to communicate special deals, regional promotions and sweepstakes.

(k) Sponsor may bring various opportunities to SeaWorld to participate in Sponsor's preferred partner program for new opportunities for marketing partnerships.

9. Advertising; Use of Trademarks and Properties.

(a) Each party acknowledges that the other party owns: (1) certain trade names, trademarks, service marks, designs, artwork, advertising, marketing, promotional concepts, logos and characters and the goodwill associated with each (hereinafter "Trademarks") and (2) copyrights in works relating to their operations (hereinafter "Properties"). Each party acknowledges and agrees that such Trademarks and Properties are valuable assets and that this Agreement does not transfer or convey any ownership or other rights in and to such Trademarks and Properties.

(b) Each party agrees that it will not use or refer to or give permission to any third party to use any of the other party's Trademarks or Properties in any manner without the express written consent of the other party. Each party consents to the use of the Trademarks and Properties by the other party in advertisements and in any collateral materials during the Term, provided that each party must use the other party's logo, stats or slicks and must submit artwork to such other party for its prior approval, as specified in Sections 9(e) and 9(f) below. Either party may prohibit any use, which it believes may injure or damage its goodwill, whether or not associated with such Trademarks or Properties. Use of the Trademarks and Properties shall not constitute a waiver of either party's rights to prohibit any other use or the requirement that each party obtain the required prior written consent of the other party for each and every such use.

(c) Neither party will make any use of the Trademarks or Properties that implies that the parties are affiliated with or acting on behalf of each other.

(d) Upon the expiration or earlier termination of this Agreement, all Sponsor graphics and/or Display elements located at the Park shall be returned by SeaWorld to Sponsor or destroyed. SeaWorld shall dismantle the Display at its expense; however, Sponsor shall pay all shipping costs.

(e) No advertising material (including, but not limited to, signs and publicity copy, photography, artwork and layout) using (i) the name or any symbol of SeaWorld or the Park; (ii) any photographs, film, videotape or other representation, depiction or recording of the Park; or (iii) any SeaWorld or Park trademarks, copyright works, characters, trade names, logos, product identification or artwork (any of the foregoing are referred to in this Agreement individually as a "Mark" and collectively as the "Marks") may be published, displayed, distributed or broadcast by or on behalf of Sponsor without the prior written consent of SeaWorld. Sponsor shall submit all such proposed use of the Marks to SeaWorld, together with a brief statement as to the use to which such Marks will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Unless SeaWorld notifies Sponsor in writing



that SeaWorld has approved such proposed use of the Marks within five (5) business days after SeaWorld has received same, SeaWorld shall be deemed to have disapproved such proposed use. In addition, notwithstanding any such approval of SeaWorld, Sponsor understands that it must obtain appropriate releases from all persons (including, but not limited to, SeaWorld patrons or employees) whose photographs or likenesses may appear in any such proposed use. All such uses of the Marks shall include such trademark and/or copyright notices as SeaWorld shall designate from time to time. All use of the Marks by Sponsor under this Agreement shall inure to the benefit of and be the exclusive property of SeaWorld.

(f) No advertising materials (including, but not limited to, signs and publicity copy, photography, artwork and layout) using the name or any symbol of Sponsor trademarks, copyright works, characters, trade names, logos, product identification or artwork (including the Spirit and Spirit, Jr. characters) (any of the foregoing are referred to in this Agreement individually as a "Sponsor Mark" and collectively as the "Sponsor Marks") may be published, displayed, distributed or broadcast by or on behalf of SeaWorld without the prior written consent of Sponsor. SeaWorld shall submit all such proposed use of the Sponsor Marks, together with a brief statement as to the use to which such Sponsor Marks will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Unless Sponsor notifies SeaWorld in writing that Sponsor has approved such proposed use of the Sponsor Marks within five (5) business days after Sponsor has received same, Sponsor shall be deemed to have disapproved such proposed use. In addition, notwithstanding any such approval of Sponsor, SeaWorld understands that it must obtain appropriate releases from all persons, including, but not limited to, Sponsor patrons or employees) whose photograph or likeness may appear in any such proposed use. All such uses of the Sponsor Marks shall include such trademark and/or copyright notices as Sponsor shall designate from time to time. All use of the Sponsor Marks by SeaWorld under this Agreement shall inure to the benefit of and be the exclusive property of Sponsor.

(g) Subject to prior written agreements relating to souvenirs and other merchandise, Sponsor shall not, without SeaWorld'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 the Park or any other SeaWorld (or any parent, subsidiary or other affiliate of SeaWorld) trademarks, trade names, logos, product identification or artwork.

(h) Subject to prior written agreements relating to souvenirs and other merchandise, SeaWorld 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 the name "Southwest Airlines," or any other Sponsor trademarks, trade names, logos, product identification or artwork.

(i) Nothing in this Agreement shall be construed to give Sponsor the right to use the name, photographs or depictions of Shamu or other SeaWorld characters, designs, symbols, representations, figures, drawings, ideas, trademarks, copyrights, trade names or other matter owned, developed, or created by SeaWorld or any of its affiliates, except as expressly approved in writing by SeaWorld pursuant to this Agreement. All use thereof by Sponsor under this Agreement shall inure to the benefit of and be the exclusive property of SeaWorld.

(j) Notwithstanding any change in Attraction described in Section 7(b), if a party requests a change in previously approved and installed logos, images or signs, the party making the request shall pay the cost of the change. Changes will be limited to once each Contract Year.



10. Indemnity.

(a) Sponsor will indemnify, protect, defend, and hold harmless SeaWorld, its parent, subsidiaries and affiliated entities, 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, without limitation, amounts paid in settlement with its consent, attorneys' fees, court costs, and other legal expenses, including those incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings (collectively, "Claims") arising from or connected with (i) any alleged or actual breach by Sponsor of any provision hereof, (ii) the inaccuracy of any warranty or representation made by Sponsor herein; or (iii) any act or omission to act by Sponsor directly or indirectly related to its performance of this Agreement or otherwise in furtherance of the purposes hereof.

(b) SeaWorld will indemnify, protect, defend and hold harmless Sponsor, its parent, subsidiaries and affiliated entities, and its and their respective directors, officers, employees and agents, from and against any and all Claims arising from or connected with (i) any alleged or actual breach by SeaWorld of any provision hereof, (ii) the operation of the Park or the Attraction (iii) the inaccuracy of any warranty or representation made by SeaWorld herein; or (iv) any act or omission to act by SeaWorld directly or indirectly related to its performance of this Agreement or otherwise in furtherance of the purposes hereof.

(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 10(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 10(c), the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it.

11. Insurance.

(a) Sponsor shall procure and agrees to maintain throughout the Term of this Agreement a comprehensive or commercial general liability insurance policy with at least Five Million Dollars (\$5,000,000) in coverage for each occurrence underwritten by a solvent insurance company acceptable to SeaWorld which has a Bests' rating of "A+" or better. Coverage shall be on an occurrence rather than a claims made basis. The policy shall name SeaWorld as an additional insured and shall include coverage for Sponsor's indemnification obligations under this Agreement. The policy shall provide that SeaWorld 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. Sponsor shall not violate, or permit to be violated, any conditions of said insurance policy, and Sponsor shall at all times satisfy the requirements of the insurance company writing said policy.

(b) On or before execution of this Agreement, Sponsor shall provide SeaWorld with a certificate from such insurer certifying that the insurance policy described in this section is in force and the evidence of coverage shall specifically state that coverage as it pertains to SeaWorld shall



be primary regardless of any other coverage that may be available to SeaWorld. Failure to procure and maintain the insurance coverage specified herein throughout the Term shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of SeaWorld's obligations hereunder that Sponsor shall have procured the insurance policy and furnished to SeaWorld the insurance certificate as aforesaid.

(c) SeaWorld shall procure and agrees to maintain throughout the Term of this Agreement a comprehensive or commercial general liability insurance policy with at least Five Million Dollars (\$5,000,000) in coverage for each occurrence underwritten by a solvent insurance company acceptable to Sponsor which has a Bests' rating of "A+" or better. Coverage shall be on an occurrence rather than a claims made basis. The policy shall name Sponsor as an additional insured and shall include coverage for SeaWorld's indemnification obligations under this Agreement. The policy shall provide that Sponsor 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. SeaWorld shall not violate, or permit to be violated, any conditions of said insurance policy, and SeaWorld shall at all times satisfy the requirements of the insurance company writing said policy.

(d) On or before execution of this Agreement, SeaWorld shall provide Sponsor with a certificate from such insurer certifying that the insurance policy described in this section is in force and the evidence of coverage shall specifically state that coverage as it pertains to Sponsor shall be primary regardless of any other coverage that may be available to Sponsor. Failure to procure and maintain the insurance coverage specified herein throughout the Term shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of Sponsor's obligations hereunder that SeaWorld shall have procured the insurance policy and furnished to Sponsor the insurance certificate as aforesaid.

(e) In lieu of complying with the foregoing provisions of this Section 11, either party may elect, by notice hereunder to the other party, to provide some or all of such coverage by means of self-insurance.

12. Adequate Assurances 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 such requesting party receives such assurance in writing, it may suspend its performance of this Agreement. If such requesting party does not receive such written assurance within five (5) business 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 such requesting party to immediately terminate this Agreement.

(b) Either party shall have the right to terminate this Agreement without cause at the end of each Contract Year by providing the other party written notice of such termination at least sixty (60) days prior to the end of such Contract Year. Such termination shall be effective on December 31 of such Contract Year.

(c) The parties shall have the right to terminate this Agreement at any time during the Term upon at least thirty (30) days' prior written notice in the event the ownership interest of SeaWorld and/or its subsidiaries in the Park terminates prior to the end of the Term.



(d) If either party engages in an activity that is illegal or unethical, the other party shall be entitled to terminate this Agreement immediately upon written notice to the first party.

(e) 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, effective upon the other party's receipt of 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 of this Agreement by the other party;

(ii) any default by the other party in performance of any of the provisions of this Agreement, which default is not cured within thirty (30) days following written notice of such default to the defaulting party; or

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

(f) 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 this Agreement have been made before the termination of this Agreement, the party receiving such payments shall refund the payments so attributable promptly after the termination of this Agreement. If payments attributable to periods before the termination remain unpaid upon the termination of this 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.

(g) If SeaWorld elects to permanently close the Attraction for any reason other than force majeure as provided in Section 13, Sponsor may, at its option, either (i) transfer its sponsorship to another mutually agreed upon attraction within the Park with exposure and public relations opportunities that are comparable, or superior to, the opportunities available to Sponsor in connection with such closed Attraction, with SeaWorld bearing the expense for the transfer of signage and related Display elements; or (ii) terminate this Agreement.

(h) If the Attraction is closed to the public for any reason other than force majeure as provided in Section 13, for a consecutive period of time longer than thirty (30) days during the Park's operating season, then Sponsor may, at its option, either (i) extend the Term, or (ii) transfer its sponsorship to another mutually agreed upon attraction within the Park with SeaWorld bearing the expense for the transfer of signs and related Display elements.

(i) Upon any termination hereunder, SeaWorld and Sponsor shall have six (6) months, or any other period of time as mutually agreed upon by the parties, to dismantle the graphic elements of the Display.

(j) Upon any termination or expiration of this Agreement for any reason, each of the parties shall immediately discontinue all use of the other party's logos or trademarks on its website and disable all links to the website of the other party.



13. Force Majeure.

(a) Notwithstanding the provisions of Section 13(b), if either party's performance of this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, 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 (i) closure of the Park or Attraction for a period not to exceed thirty (30) consecutive days during the Park's operating season, or (ii) Sponsor's inability to provide air transport services to the Home Market for a period not to exceed thirty (30) consecutive days, the other party may extend, at its option, the Term of this Agreement for a period of time equal to the period during which performance was prevented as described in this section.

(b) In the event the Attraction is permanently closed due in whole or in part by acts of God, fire, floods, storms, 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 SeaWorld's control, whether or not specifically mentioned herein, Sponsor may transfer its sponsorship to another mutually agreed upon Attraction within the Park. If the Park is closed for a period longer than thirty (30) consecutive days during the Park's operating season, or Sponsor is unable to provide air transport services to the Home Market for a period longer than thirty (30) consecutive days for the reasons described above, then the party not experiencing such closure or interruption in service may extend the Term of this Agreement, transfer sponsorship to another mutually agreed upon attraction within the Park, if it is Sponsor's option, provided SeaWorld bears the expense for the transfer of signage and related Display elements, request to renegotiate, or terminate this Agreement upon thirty (30) days' prior written notice.

14. 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 thereafter, each party shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all warranties made by each of the parties in this Agreement are true and accurate in all respects and each party is in full compliance with this Agreement; (ii) all invoices and other charges submitted to the other party for payment hereunder were valid and proper; and (iii) no payments have been made, directly or indirectly, by or on behalf of a party to or for the benefit of any employee or agent of the other party who may reasonably be expected to influence the decision to enter into this Agreement, or the amount to be paid 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 generally accepted accounting principles consistently applied. The parties and/or their representatives shall have the right at any time during normal business hours, upon two (2) business days' written notice, to examine the Records of the other party, which are pertinent to this Section 14(b). The cost of the examination shall be borne by the requesting party.



15. Notices.

All notices and other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by registered or certified mail, return receipt requested, overnight courier or telecopy and confirmed by telecopy answerback and in each case addressed to the parties as follows:

If to Sponsor:	Southwest Airlines Co. 2702 Love Field Drive Dallas, TX 75235-1611 ATTN: Derek Kuester Manager, National Partnerships & Promotions Telecopy No. 214/792-4154	If Certified Mail: P.O. Box 36611
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If to SeaWorld:	Busch Entertainment Corporation 3605 Bougainvillea Ave. Tampa, FL 33612 ATTN: Honoria Nadeau Sr. Manager, Marketing Alliances Telecopy No. 813/987-5443
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with a mandatory copy of any default notice to:

Anheuser-Busch Companies, Inc.
Legal Department
One Busch Place
St. Louis, MO 63118
Attn: General Counsel
Telecopy No. 314/577-0776

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

16. Representations and Warranties.

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

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

(v) 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, and Sponsor's Web Site shall receive and transmit all SeaWorld and user information in a secure manner, in an encrypted format (minimum 128-bit) with Secure Socket Layer technology. Sponsor further represents and warrants that the encryption protocol will prevent all unauthorized access to Sponsor's Web Site and use of information received from SeaWorld 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: (1) is obscene, scandalous, libelous, unlawful or infringes the rights of any third party; (2) may provoke, shock or offend the community or any sizable group or class thereof; or (3) disparages SeaWorld, any of SeaWorld'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 SeaWorld notwithstanding any investigation made by SeaWorld.

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

(i) It is a corporation duly organized under the laws of the State of Delaware, in good standing and is qualified to do business in the State of 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 SeaWorld, will be its legal, valid and binding obligation enforceable against SeaWorld 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 SeaWorld, and such execution and delivery and the performance by SeaWorld 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) SeaWorld's Web Site has adequate security safeguards, procedures and/or firewalls (to the extent reasonably practical with available technology) to ensure that users of SeaWorld's Web Site cannot alter any of the content, and SeaWorld'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. SeaWorld further represents and warrants that the encryption protocol will prevent all unauthorized access to SeaWorld's Web Site and use of information received from Sponsor or users of SeaWorld's Web Site, to the extent reasonably practical with such technology. SeaWorld shall continue to update SeaWorld'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 SeaWorld's Web Site shall be in good taste and appeal to family audiences. SeaWorld's Web Site shall not contain any content or material that: (1) is obscene, scandalous, libelous, unlawful or infringes the rights of any third party; (2) may provoke, shock or offend the community or any sizable group or class thereof; or (3) disparages Sponsor, any of Sponsor's affiliated entities, or their respective officers, directors or employees. SeaWorld 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. SeaWorld 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.

17. Miscellaneous Provisions.

(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 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 10 (Indemnity) 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 section 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) If either party commences legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding.

(h) 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.

(i) 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.

(j) The provisions of Sections 5 (Right of First Negotiation), 10 (Indemnity), 14 (Expenses; Books and Records) and 17(g) (Miscellaneous Provisions) shall survive the expiration or earlier termination of this Agreement.

(k) 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.

(l) This Agreement is made in the State of Delaware and shall be governed by the substantive provisions of Delaware 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 District of Delaware or, if such court does not have jurisdiction, in any court of general jurisdiction in New Castle County, Delaware. Sponsor 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.

SEA WORLD, INC.

SOUTHWEST AIRLINES CO.

By: _____

By: _____

Title: Vice President of Marketing

Title: VP Mktg/Sales/Distribution



EXHIBIT A

ATTRACTIONS

SeaWorld San Diego - San Diego, CA
Penguin Encounter
(to be updated in 2009)



EXHIBIT B

DISPLAY

**SeaWorld San Diego - San Diego, California
located in or adjacent to the Penguin Encounter**

1. **Shamu Aircraft model inside Penguin Encounter.**
2. **Attraction signage: "Presented by Southwest Airlines" at entrance/exit of the Penguin Encounter.**
3. **Penguin tour photo wall and illuminated route map located inside the Penguin Encounter.**



Stephens, Barbara

From: Turnbull, Holly
Sent: Monday, June 09, 2008 12:07 PM
To: Stephens, Barbara; Calixto, Jessica
Subject: FW: Southwest Airlines SeaWorld San Diego contract

Attachments: Southwest SWSD signed.pdf

Copy of Southwest Airlines contract for your files.

From: Simon, Kimberly
Sent: Monday, June 09, 2008 11:56 AM
To: Turnbull, Holly
Cc: Nadeau, Honoria
Subject: FW: Southwest Airlines SeaWorld San Diego contract

Hi Holly,

Attached below is the contract you wanted with SWSD specifics. Please let me know if you need anything else. I will be faxing you a hard copy this afternoon.

Kimberly Simon
Marketing & Partnership Coordinator
Busch Gardens of Tampa Bay
813-987-5045
813-987-5095 (Fax)
Kimberly.Simon@Buschgardens.com

From: Schulze, Stacey
Sent: Monday, June 09, 2008 2:49 PM
To: Simon, Kimberly
Cc: Nadeau, Honoria
Subject: RE: Southwest Airlines SeaWorld San Diego contract

Kim,

Here is a PDF of the SW Agreement, let me know if this is okay. It's a PDF of my copy which I had stored in a 3-ring binder. Thanks for mailing the hard copy :-)



Southwest SWSD
signed.pdf (775...

Stacey

From: Simon, Kimberly
Sent: Monday, June 09, 2008 1:56 PM

To: Schulze, Stacey
Subject: RE: Southwest Airlines SeaWorld San Diego contract

Hi Stacey,

The only contract I have is the BEC contract. Would you mind forwarding the SWSD contract to Holly and myself. I will gladly print it out and mail it to her for you.

Also- still trying to track down Vicki for the Amendments. I have tried her work and cell. As soon as I get them I will get them to you! I do have the up to date rules for you which I will forward your way in just a minute. The only change was the address for Young America.

Kimberly Simon

Marketing & Partnership Coordinator
Busch Gardens of Tampa Bay
813-987-5045
813-987-5095 (Fax)
Kimberly.Simon@Buschgardens.com

From: Nadeau, Honoria
Sent: Monday, June 09, 2008 1:45 PM
To: Simon, Kimberly; Schulze, Stacey
Cc: Turnbull, Holly
Subject: Southwest Airlines SeaWorld San Diego contract
Importance: High

Stacey or Kim,
Please forward to Holly Turnbull today an electronic version of the signed Southwest Airlines / SeaWorld San Diego contract (San Diego version please, not BEC version). Next, please mail a hard copy of the same signed contract, to Holly's attention at SWSD. Please confirm and contact me if any problems. Thank you very much for your help today.
Honoria

**[CERTIFICATE OF INSURANCE
Issued on behalf of Insurers by
Willis of Texas, Inc. – Global Aviation
920 Memorial City Way; Suite 500
Houston, TX 77024
Telephone (713) 961-3800, Fax (713) 961-0069**

This is to certify to:

SeaWorld Parks & Entertainment, Inc.
"SEA"
9205 South Park Center Loop, Suite 400
Orlando, FL 32819
Attn: Barbara Karasek
Vice President, Strategic Alliances

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

(Sometimes referred to herein as the Certificate Holder(s))

that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED:	Southwest Airlines Co.
NAMED INSURED'S ADDRESS:	2702 Love Field Drive Dallas, TX 75235-1611
INSURANCE COVERAGES:	Airline Liability Insurance (including but not limited to General Liability, Products Liability, Personal Injury Liability, Contractual Liability and Host Liquor Liability).
POLICY PERIOD:	December 15, 2010 to December 15, 2011 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.
GEOGRAPHICAL LIMITS:	Worldwide
LIMITS OF LIABILITY:	As respects Airline Liability Insurance: Combined Single Limit (Bodily Injury / Property Damage): Not less than US\$5,000,000 any one occurrence/offense and in the aggregate annually as respects Personal Injury Liability and Products Liability.
PREMISES INSURED:	Solely as respects Airline Liability Insurance: Any premises owned, used or occupied by the Named Insured which are incidental to the Named Insured's Air Transportation Business.
CONTRACT(S):	To the extent required but only in connection with the Official Designation and Marketing Partnership Agreement by and between SeaWorld Parks & Entertainment, Inc. and Southwest Airlines Co., such insurance as is afforded under the policies shall apply as follows:

**December 15, 2010-2011 SECURITY (the "Insurers")
As respects Aircraft Hull and/or Airline Liability Insurance:**

Insurer	Policy Numbers
Member Companies of United States Aviation Underwriters, Inc. One Seaport Plaza New York, NY 10038	SIHL1-559P
One or more of the Member Companies of Global Aerospace, Inc. One Sylvan Way Parsippany, NJ 07054	283372/10A 283372/10S
Underwriters at Lloyd's & certain Insurance Companies, London, England c/o Willis Limited Ten Trinity Square London, EC3P 3AX England	11501A10
Allianz Global Risks US Insurance Company Through Allianz Aviation Managers, LLC 317 Madison, Suite 1110 New York, New York 10017	A1AL000047010AM
Commerce and Industry Insurance Company Through Chartis Aerospace 100 Colony Square, Suite 1000 Atlanta, GA 30361	HL3387367-15
Lloyd's of London Syndicate 1919 Through Starr Aviation Agency, Inc. 3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326	10AL100045
Ironshore Specialty Insurance Co. Through Starr Aviation Agency, Inc. 3353 Peachtree Road, NE, Suite 1000 Atlanta, GA 30326	IHM100014-02
XL Insurance One World Financial Center 200 Liberty Street, 21st Floor New York, NY 10281	UA00001954AV10A
AXA Corporate Solutions Through AXA Corporate Solutions Marine & Aviation 4, rue Jules Lefebvre 75426 Paris Cedex 09	172310
StarNet Insurance Company Through Berkley Aviation LLC 3780 State Street, Suite C Santa Barbara, CA 93105	BA-10-12-00091
Member Companies of La Reunion Aerieenne 50 rue Ampere 75017 Paris - France	2010/60214

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, terms, definition, conditions, limitations, exclusions, deductibles warranties and endorsements remaining paramount: Solely as respects: (i) the Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

Solely as respects Liability Coverage(s): SEA is included as an Additional Insureds (collectively the Additional Insureds, individually an Additional Insured) as their respective interests may appear.

Solely as respects Liability Coverage(s): Such insurance as is afforded the Named Insured under the policies applies to liability assumed by the Named insured under the Contract(s), but only to the extent of coverage otherwise afforded under the policies.

Solely as respects Liability Coverage(s): This insurance is primary and without right of contribution from any other insurance as may be carried by the Additional Insured.

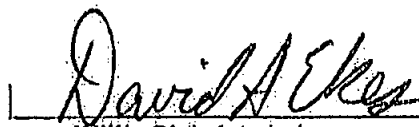
As respects All Coverage(s): In the event of cancellation or adverse material change of the policies by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insured until thirty (30) days (ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice by the Insurers to the Certificate Holder(s).

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: Termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards those insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: June 24, 2011

AUTHORIZED REPRESENTATIVE:


Willis Global Aviation
A Division of Willis of Texas, Inc

**CITY OF SAN DIEGO
CONSENT TO PROMOTIONAL AGREEMENT**

THIS CITY OF SAN DIEGO CONSENT TO PROMOTIONAL AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of January 20, 2011 (the "Effective Date"), as follows:

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

LESSEE, and U.S. Bank National Association, a national banking association ("Promoter"), have entered into a promotional agreement commenced on January 1, 2008, under which Promoter is allowed to promote and publicize its corporate name and corporate activities through joint marketing activities with LESSEE ("Agreement").

CITY hereby consents to Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

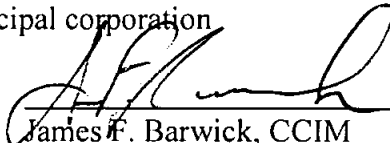
- (a) The Agreement is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Agreement which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under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

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

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

THE CITY OF SAN DIEGO, a California
municipal corporation

BY:


James F. Barwick, CCIM
Real Estate Assets Director

PROMOTIONAL AGREEMENT

This Promotional Agreement (this "Agreement") is made and entered into as of the 1st day of January, 2008, by and between SEA WORLD, INC., a Delaware corporation, on behalf of its Sea World San Diego division ("SeaWorld"), with an office at 500 Sea World Drive, San Diego, CA 92109, and U.S. BANK NATIONAL ASSOCIATION ("Bank"), a national banking association organized and existing under the laws of the United States of America, with its principal place of business at 800 Nicollet Mall, Minneapolis, MN 55502.

WITNESSETH:

WHEREAS, SeaWorld owns and operates the theme park known as "Sea World San Diego," located in San Diego, California (the "Park") that offers to the public for an admission price a variety of exhibits, attractions and entertainment;

WHEREAS, Bank is in the business of banking and, in furtherance of its business, Bank desires to promote and publicize its corporate name and corporate activities through joint marketing activities with SeaWorld;

WHEREAS, SeaWorld wishes to publicize the Park and encourage tourism and travel to the Park;

WHEREAS, Sea World and Bank entered into a certain Promotional Agreement ("Prior Agreement") for the Park dated April 27, 2005;

WHEREAS, the Prior Agreement shall expire on May 31, 2010; and

WHEREAS, this Agreement replaces and supersedes, effective as of January 1, 2008, any prior or existing agreements between the parties for the rights described herein, including, without limitation, the Prior Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the parties agree as follows:

1. Term. The term of this Agreement shall be for five (5) years commencing on January 1, 2008 and ending on December 31, 2012 (the "Term"), unless terminated sooner in accordance with the terms of this Agreement. Each January 1 through December 31 twelve (12) month period shall be referred to as a "Contract Year."
2. Operation and Control of the Park. SeaWorld shall have the right to operate the Park in its sole and exclusive discretion; and, notwithstanding the grant of certain sponsorship rights to Bank as set forth in this Agreement, SeaWorld shall have full and exclusive control over the operation, use and management of the Park.



3. Advertising and Promotion by Bank.

(a) During the Term, SeaWorld shall permit Bank to exercise the following rights, subject to the approval by SeaWorld of each use or exercise of any such right in accordance with Section 3(b) below:

(i) use the name and logo of SeaWorld or the Park in connection with advertising or promotion of Bank's promotional relationship with the Park;

(ii) use photographs, films or any other representations of the Park in connection with such advertising or publicity;

(iii) use the promotional elements of the Park (i.e., Park merchandise and sweepstakes trips) in advertising and consumer promotional programs in the manner specified in Section 7(b);

(iv) be identified as the "the official bank" and "official provider of in-Park ATM services" for SeaWorld; and

(v) have the name "U.S. Bank" or other Bank Marks (as defined in Section 4[a] herein), depicted on listings on SeaWorld maps and brochures and to print such name in a size and manner comparable to other SeaWorld suppliers so listed. Bank's Marks will be included on SeaWorld's next reprint of such material.

(b) No advertising material (including, but not limited, to signs and publicity copy, photography, artwork and layout) using the name, any symbol or any promotional elements of SeaWorld or the Park; no photographs, film, videotape or other representation, depiction or recording of the Park; and no SeaWorld trademarks, copyright works, characters, trade names, logos, product identification or artwork, including, without limitation, those pertaining to the Park (any of the foregoing are referred to in this Agreement individually as a "SeaWorld Mark" and collectively as the "SeaWorld Marks") may be published, displayed, distributed or broadcast by or on behalf of Bank without the prior written consent of SeaWorld. Bank shall submit all such proposed uses of the SeaWorld Marks to SeaWorld, at the address provided in Section 16 of this Agreement, together with a brief statement as to the use to which such SeaWorld Marks will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Unless SeaWorld approves, in writing or by electronic means, the proposed use of the SeaWorld Marks within ten (10) business days after SeaWorld's receipt of same, SeaWorld shall be deemed to have disapproved such use. In addition, notwithstanding any such approval of SeaWorld, Bank understands that it must obtain appropriate releases from all persons (including, but not limited to, Park guests or employees) whose photographs or likenesses may appear in any such proposed use. All such uses of the SeaWorld Marks shall include such trademark and/or copyright notices as SeaWorld shall designate from time to time. All use of the SeaWorld Marks by Bank under this Agreement shall inure to the benefit of and be the exclusive property of SeaWorld.



4. Advertising and Promotions by SeaWorld.

(a) Any use by SeaWorld of Bank's trademarks, trade names, logos, product identification or artwork (collectively hereinafter referred to as "Bank Marks") shall require Bank's prior consent.

(b) No materials (including, but not limited to, publicity copy, photography, art work and layout) using any Bank Marks may be published, displayed, distributed or broadcast by or on behalf of SeaWorld without the prior written consent of Bank. SeaWorld shall submit all such proposed uses to Bank, at the address provided in Section 16 of this Agreement, together with a brief statement as to the use to which such Bank Marks will be put and the media through which and the period of time during which such Bank Marks will be broadcast, published, distributed or displayed. Unless Bank notifies SeaWorld in writing or electronically that Bank has approved such proposed use of the Bank Marks within ten (10) business days after Bank has received same, Bank shall be deemed to have disapproved such proposed use. All such proposed uses shall include such trademark and/or copyright notices as Bank shall designate from time to time. All use of Bank Marks by SeaWorld under this Agreement shall inure to the benefit of and be the exclusive property of Bank.

5. Rights and Licenses.

(a) Any use of the other party's marks pursuant to the terms of this Agreement shall constitute a non-exclusive, royalty-free, non-transferable, limited right to use of such marks, and shall be authorized solely in connection with promotional activities contemplated by this Agreement. Each party agrees that any benefits accruing from the use of such marks shall automatically vest in the owner of the mark.

(b) Each party agrees to only use marks consistent with instructions (if any) provided to it by the owner. Each party agrees:

- (i) It will always produce the marks as whole pieces of art;
- (ii) It will never manipulate the marks by separation from the shield graphic, style, proportion, spacing or any other manipulation or change; and
- (iii) The registration symbol or other trademark notice will always accompany each representation of the logo in its proper position following the last letter thereof.

6. Limitations on Promotional Items.

(a) Bank shall not, without SeaWorld's prior written consent, sell, distribute or transfer, for a fee, free or in connection with the sale of any products or services, any merchandise, souvenirs or other items which refer to or depict SeaWorld or the Park or any other SeaWorld Marks.

(b) SeaWorld shall not, without Bank's prior written consent, sell, distribute or transfer for a fee, free or in connection with the sale of any product or services, any literature, merchandise, souvenirs or other items which refer to or depict the name "U.S. Bank" or any other Bank Marks.



(c) Bank shall not, without SeaWorld's prior written consent, use any of the SeaWorld Marks in connection with the promotion, marketing or sale of its debit, credit or other type of card used for financial transactions, or with its financial planning, investment or brokerage services.

7. Sponsorship Benefits Provided to Bank.

- (a) SeaWorld agrees to designate Bank as the "official bank" of SeaWorld in promotional efforts to be agreed upon between SeaWorld and Bank, including, but not limited to, in-Park signage, Park collateral materials (where applicable) and joint marketing programs. Notwithstanding anything contained herein to the contrary, Bank is not granted any rights with respect to any other existing or future SeaWorld park, other than the Park or under a separate agreement with Busch Entertainment Corporation ("BEC") of even date herewith for category sponsorship of its divisions known as Adventure Island, Aquatica, Busch Gardens Tampa, Busch Gardens Williamsburg, Discovery Cove, Sea World Orlando, Sea World San Antonio, Sesame Place and Water Country USA (the "BEC Agreement").
- (b) Bank may, upon SeaWorld's prior written approval in each instance (in accordance with Section 3[b] above), utilize Park characters and Park promotional elements, including, but not limited to, Park merchandise, sweepstakes packages and special offers on Park admissions, in advertising and consumer promotion programs. All materials using such characters and/or elements shall include such trademark and/or copyright notices as SeaWorld shall designate from time to time and shall direct Bank's customers to the Park only.
- (c) SeaWorld agrees to designate Bank as the "official provider" of the ATM(s) placed in the Park. SeaWorld shall be free to solicit and enter into promotional or sponsorship arrangements with any provider of debit, credit or other type of card used for financial transactions, or any other providers of banking, brokerage, investment, insurance or other financial services, except SeaWorld shall remain subject to the requirements of Section 7(a) of this Agreement regarding promotional activities.
- (d) SeaWorld agrees to grant Bank the right to display signage, at Bank's sole expense, at each automated teller machine(s) or other automated banking machine ("ATM[s]") location as mutually agreed upon by SeaWorld and Bank. Such signage must fit on the ATM(s) and be themed in such a manner as to blend in with the ambiance of the surrounding area where the ATM(s) are located in the Park. Bank's logo can appear on the signs, but the signs must also include the "ATM" acronym.
- (e) SeaWorld will provide Bank, for Bank's internal use only, with hospitality or meeting areas at the Park based on Park facilities for small groups (4 to 8 people); provided, however, that Bank shall reserve such areas a minimum of thirty (30) days in advance on a space availability basis. Certain limits may be imposed on the hospitality area and timing. Hospitality events for groups with 15 or more people must be booked in advance through the Park's sales or marketing office and may be provided up to a maximum of three (3) times each Contract Year. Admission tickets will be required for Park admission. Catering for such functions will be made available to Bank at a 10% discount off regular rates for groups from 1 to 2,000 persons and a 20% discount for



groups in excess of 2,000 persons. Gratuities shall be billed as a percentage of the non-discounted catering bill and will be added to the total bill based on the normal pricing structure.

- (f) Subject to SeaWorld's prior written approval, Bank shall have the opportunity to purchase Park merchandise at retail price less thirty percent (30%) (plus any additional freight) for promotional purposes and internal use only and not for resale. SeaWorld reserves the right to refuse to sell any merchandise under this section that it reasonably believes may be resold or, if the sale to Bank or Bank's intended use of the merchandise, would conflict with other licenses of SeaWorld or its affiliates.
- (g) SeaWorld shall provide Bank with a link on the Park sponsor website with a direct link to agreed upon sponsor site, subject to Bank's web linking rules, a copy of which will be provided to SeaWorld.
- (h) SeaWorld agrees to designate Bank as the presenting sponsor at one key location, ride or show at the Park at the discretion of the Park's General Manager and subject to Bank's approval.
- (i) Bank shall be entitled to receive a thirty percent (30%) discount on advance ticket purchases to the Park for its employees on a pre-determined weekend salute for Bank's employees; provided, however, that the tickets are pre-purchased or "on-line" pre-purchased. A special loyalty discount offer will be considered and approved by the parties. The discounts provided for in this Section 7(i) shall be valid for admission to the Park during regular Park operating hours on those days when the Park is open to the general public. Bank agrees that said admissions are not to be used for resale.

8. Sponsorship Benefits Provided to SeaWorld.

(a) Bank shall include certain of Park's advertising or promotional copy in Bank's inter-department mail, email, flyers and bulletins to Bank's employees and through its in-house intranet site to all of Bank's employees nationwide as mutually agreed upon by both parties. SeaWorld is responsible for creating and supplying all such advertising materials, at its sole expense, subject to Bank's approval, which shall not be unreasonably withheld, and Bank shall be responsible for all applicable mailing costs.

(b) Bank shall pay SeaWorld the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Sponsorship Fee") for the promotional rights granted pursuant to this Agreement. The amounts payable for the Bank's right to locate and operate the ATM(s) in the Park are set forth in the Automated Teller Machine License Agreement between the parties (the "ATM Agreement") of even date herewith. The Sponsorship Fee payable hereunder shall be paid as follows:

First Contract Year - \$100,000.00

\$50,000.00 on or before January 31, 2008;

\$50,000.00 on or before June 30, 2008;

Second Contract Year - \$100,000.00

\$50,000.00 on or before January 31, 2009;



\$50,000.00 on or before June 30, 2009;

Third Contract Year - \$100,000.00

\$50,000.00 on or before January 31, 2010;

\$50,000.00 on or before June 30, 2010;

Fourth Contract Year - \$100,000.00

\$50,000.00 on or before January 31, 2011;

\$50,000.00 on or before June 30, 2011;

Fifth Contract Year - \$100,000.00

\$50,000.00 on or before January 31, 2012; and

\$50,000.00 on or before June 30, 2012.

(c) Bank agrees to provide SeaWorld with a website link with the ability, at Bank's discretion, to promote SeaWorld as the "Preferred Park."

(d) Bank will provide assistance to SeaWorld on a regional or national basis in promotions or campaigns that are directed to Bank customers in a manner approved by Bank with special offers, sweepstakes or any communications so desired by SeaWorld, including, but not limited to, direct mail, point of purchase, advertising or any such promotion as mutually agreed upon by the parties.

(e) In the event that SeaWorld closes or sells the Park during the Term of this Agreement:

(i) If the Park is closed other than at the end of a Contract Year, this Agreement shall terminate, and, if the Park is closed at any time other than the end of a Contract Year, Bank'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 the Park's total attendance for the previous Contract Year minus the Park's total attendance for the current Contract Year up to the date of closure, and the denominator being the total attendance of the Park for the previous Contract Year.

(ii) To illustrate the reduced Sponsorship Fee formula in this Section 8(e), if SeaWorld closes or sells the Park on July 1, 2008; and if Park attendance for 2007 was two million (2,000,000) guests; and if the attendance at the Park for 2008 during the period of January 1, 2008 through July 1, 2008 was seven hundred fifty thousand (750,000) guests; then the Sponsorship Fee for 2008 (the year of the Park closure) shall be calculated as follows:

$$\$100,000.00 \times \frac{(2 \text{ million minus } 750 \text{ thousand})}{2 \text{ million}} = \$100,000.00 \times .625 = \$62,500.00$$

Therefore, the Sponsorship Fee for 2008 would be \$37,500.00 (\$100,000.00 minus \$62,500.00).



9. Indemnity.

(a) Bank will indemnify, protect, defend and hold harmless SeaWorld, its parent, subsidiaries and affiliated entities, 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, without limitation, amounts paid in settlement with Bank's consent, attorneys' fees, court costs and other legal expenses, including those incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings (collectively, "Claims") arising from or connected with (i) any breach by Bank of any provision of this Agreement; (ii) any willful or negligent act or omission of Bank, its employees or agents, in the performance of this Agreement or otherwise in furtherance of the purposes hereof; or (iii) any approved use of the Bank Marks; provided, however, Bank shall not be responsible for any Claims to the extent caused by the negligence or willful misconduct of SeaWorld, its employees or agents.

(b) SeaWorld will indemnify, protect, defend and hold harmless Bank, its parent, subsidiary and affiliated entities, and its and their respective directors, officers, employees and agents, from and against any and all Claims, arising from or connected with (i) any breach by SeaWorld of any provision hereof; (ii) the operation of the Park; (iii) any willful or negligent act or omission of SeaWorld, its employees or agents, in the performance of this Agreement or otherwise in furtherance of the purposes hereof; or (iv) any approved use of the SeaWorld Marks; provided, however, SeaWorld shall not be responsible for any Claims to the extent caused by the negligence or willful misconduct of Bank, its employees or agents.

(c) Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within five (5) 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 9(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 9(c), the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it.

10. Insurance.

(a) Bank shall procure and maintain from a qualified and licensed insurer a commercial general liability insurance policy with at least Two Million Dollars (\$2,000,000.00) in coverage for each occurrence. Coverage shall be on an occurrence rather than a claims made basis. The policy shall name SeaWorld as an additional insured and shall include coverage for Bank's indemnification obligations under this Agreement. The policy shall provide that SeaWorld 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. Bank shall not violate, or permit to be violated, any conditions of said insurance policy, and Bank shall at all times satisfy the requirements of the insurance company writing said policy.



(b) On or before execution of this Agreement, Bank shall provide SeaWorld with a certificate from such insurer certifying that the insurance policy described in this section is in force and the evidence of coverage shall specifically state that coverage as it pertains to SeaWorld shall be primary regardless of any other coverage that may be available to SeaWorld. Failure to procure and 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 SeaWorld's obligations hereunder that Bank shall have procured the insurance policy and furnished to SeaWorld the insurance certificate as aforesaid.

11. Representations and Warranties.

(a) Bank represents, warrants and covenants to SeaWorld as follows:

(i) It is a corporation duly organized under the laws of the United States and is in good standing and qualified to do business in the State of 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 Bank, will be its legal, valid and binding obligation enforceable against Bank 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 Bank, and such execution and delivery and the performance by Bank 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 with Bank's execution or performance of this Agreement.

(v) All material on Bank's Web Site shall be in good taste and appeal to family audiences. Bank'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 SeaWorld, any of SeaWorld's affiliated entities, or their respective officers, directors or employees. Upon notice to Bank, Bank will immediately remove any offensive material from Bank's Web Site. BEC may terminate this Agreement if Bank fails to promptly comply with BEC's request.

(vi) 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 hereof. Bank acknowledges that each of such representations, warranties and covenants is deemed to be material and has been relied upon by SeaWorld notwithstanding any investigation made by SeaWorld.



(b) SeaWorld represents, warrants and covenants to Bank 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 the State of 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 SeaWorld, will be its legal, valid and binding obligation enforceable against SeaWorld 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 SeaWorld, and such execution and delivery and the performance by SeaWorld 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 with SeaWorld's execution or performance of this Agreement.

(v) 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 hereof. SeaWorld acknowledges that each of such representations, warranties and covenants is deemed to be material and has been relied upon by Bank notwithstanding any investigation made by Bank.

12. Termination.

(a) If reasonable grounds for insecurity arise with respect to Bank's performance of this Agreement, SeaWorld may in writing demand adequate assurance of due performance. If SeaWorld does not receive such written assurance within ten (10) days after its request therefor, or within such other reasonable period of time it may designate under the then existing circumstances, the failure by Bank to furnish such assurance will constitute a material breach, entitling SeaWorld to immediately terminate this Agreement.

(b) Either party may terminate this Agreement effective on the 1st day of any Contract Year for any reason by giving the other party one hundred fifty (150) days' prior written notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled.

(c) This Agreement shall terminate immediately upon the termination of the ATM Agreement, as it may be amended or restated from time to time, for any reason.

(d) 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 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 of this Agreement by the other party;



(ii) any default by the other party in performance of any of the provisions of this Agreement, which default is not cured, or a cure commenced within thirty (30) days and diligently pursued to completion, within ten (10) days following written notice of such default to the defaulting party;

(iii) if the other party becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, has a receiver appointed, makes an assignment for the benefit of its creditors, or admits its inability to pay its debts; or

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

(e) 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.

(f) Upon any termination or expiration of this Agreement for any reason, each of the parties shall have fifteen (15) days to discontinue all use of the other party's logos or trademarks on its website and disable all links to the website of the other party.

13. 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, 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 the Park for a temporary period of at least thirty (30) consecutive days, the Term shall be extended for an equal period.

14. Expenses: 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 thereafter, Bank shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all warranties made by Bank in this Agreement are true and accurate in all respects and it is in full compliance with this Agreement; (ii) all invoices and other charges submitted to SeaWorld for payment hereunder were valid and proper; and (iii) no payments have been made, directly and indirectly, by or on behalf of Bank to or for the benefit of any of SeaWorld's employees or agents who may reasonably be expected to influence SeaWorld's decision to enter into this Agreement, or the



amount to be paid by SeaWorld 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 generally accepted accounting principles consistently applied. SeaWorld and/or its representatives shall have the right to examine said Records at any time during normal business hours upon giving Bank notice as follows:

- (i) twenty-four (24) hours for summary level detail for the past two (2) years or transaction level detail that is less than 180 days old; and
- (ii) seven (7) business days' notice for transaction level detail that is between 180 days and 2 years.

(c) The equal employment opportunity and affirmative action requirements set forth in 41 CFR Part 60-1.4(a) (race, color, sex and national origin), 41 CFR Part 60-250.5(a) (covered veterans) and 41 CFR Part 60-741.5(a) (individuals with disabilities) and the "employee notice" provisions of 29 CFR Part 470 are hereby incorporated by reference into this Agreement.

15. Compliance with Law. If a reasonable basis exists for believing that any provision of this Agreement violates any (i) federal, state or local law or regulation, or (ii) code, rule, regulation or directive adopted by an industry trade association affecting either party's performance of the Agreement (collectively, "Law"), then the parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such Law; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed terminated by mutual agreement of the parties.

16. Notices. Any notices required or permitted hereunder shall be in writing and shall be either personally delivered, sent by registered or certified mail, return receipt requested or sent by telecopy and confirmed by telecopy answerback and in each case addressed as follows:

If to Bank: U. S. Bank National Association
Attn: Dennis Bash, Sponsorship Director
111 S.W. 5th Ave, 5th Floor
Portland, OR 97204
Telecopy No. 503-275-6679

with a copy to: U.S. Bank National Association
Legal Dept. - Sponsorships
800 Nicollet Mall 21st Floor
Minneapolis, MN 55502
Telecopy No. 612/303-7885



If to SeaWorld: Busch Entertainment Corporation
3605 Bougainvillea Ave.
Tampa, FL 33612
Attn: Denny Miller
Partnership Marketing
Fax Number: 813-987-5443

with a copy to: Anheuser-Busch, Incorporated
Procurement
One Busch Place, 202-1 South
St. Louis, MO 63118
Attn: Manager, Professional Services
Fax Number: 314/577-4085

with a mandatory copy of any default notice to:

Anheuser-Busch Companies, Inc.
Legal Department
One Busch Place
St. Louis, MO 63118
Attn: General Counsel
Telecopy No. 314/577-0776

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

17. Miscellaneous Provisions.

(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, including the Prior Agreement. The parties have not relied upon any promises, warranties or undertakings other than those expressly set forth in this Agreement and the ATM 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 9 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 section 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) If either party commences legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding.

(h) 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.

(i) Neither party shall assign its rights and/or obligations or delegate its duties under this Agreement without the prior written consent 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.

(j) The provisions of Sections 9 (Indemnity), 12(c) (Termination), 14(b) (Expenses; Books and Records), and 17(g) (Miscellaneous Provisions) shall survive the expiration or earlier termination of this Agreement.

(k) 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.

(l) This Agreement is made in the State of Missouri and shall be governed by the substantive provisions of Missouri law, without regard to its conflicts of laws principles.

(m) The parties understand that certain exchanges provided for in this Agreement are considered sales by each party to the other for purposes of California and certain other state's applicable state and local sales taxes. Accordingly the parties agree as follows:

(i) that the exchanges made pursuant to this Agreement are, in the aggregate, of equal value, and that as part of the exchange, each as transferee is paying to the other as transferor, all sales and use taxes applicable to the taxable goods, services and use of real property being received in the exchange.



(ii) that the party transferring taxable goods or services or use of real property is receiving all applicable sales and use taxes due with respect to the same from the transferee, that such transferor is solely responsible for remitting the applicable taxes to the proper governmental agency and that the transferor is duly registered with all such taxing authorities for purposes of such remittances;

(iii) that each party, as transferor, shall in remitting applicable sales and use taxes collected from the other party, as transferee, be solely responsible for the prices ascribed to taxable goods and services and use of real property transferred as part of this exchange and shall use values for that purpose which are consistent with the requirements, if any, of the applicable sales and use tax statutes governing the same;

(iv) that each party shall promptly provide to the other such information and documents concerning the exchanges made pursuant to this Agreement, and documents reflecting the remittance of applicable sales and use taxes on goods and services and use of real property transferred, upon the request of the other party hereto in connection with any inquiry, audit, assessment, billing or demand by any taxing authority against the party requesting such information or documents;

(v) that each party, as transferor, shall hold the other, as transferee, harmless from and against any failure to meet its obligations as transferor pursuant to the provisions of this tax clause, and its obligations as transferor to timely remit all applicable sales and use taxes on taxable goods and services and use of real property transferred, and shall indemnify the transferee against any and all taxes, interest, penalties, and other costs, including attorneys' fees, both at trial and on appeal, that the transferee might incur, or otherwise incur, by reason of the transferor's failure to satisfy any such obligations. For this purpose a party as transferee seeking to be held harmless or indemnified hereunder shall give prompt written notice to the other as transferor of any assessment or proposed assessment of sales or use taxes, interest or penalties, and any billing, demand or other claim for such taxes, penalties or interest made on or against such transferee with respect to any goods or services or use of real property exchanged under this Agreement. The term "prompt written notice" shall mean such written notice as will afford the transferor reasonable time to evaluate the assessment, proposed assessment, billing, demand or other claim, and the issue or issues pertaining thereto, and to pursue a remedy with respect to the same before the remedy is barred. A "remedy" shall include, without limitation, a protest, petition, suit, defense or other contest or legal objection to any such assessment, proposed assessment, billing, demand or claim. The transferee shall cooperate with the transferor in evaluating and pursuing a remedy with respect to any such assessment, proposed assessment, billing, demand or claim. The transferor shall be entitled to select counsel, the cost of which shall be borne by such transferor, and otherwise to control the selection and pursuit of remedies hereunder. The cost of any remedy pursued by the transferor hereunder shall be borne by such transferor. A transferee's right to be held harmless or indemnified hereunder is conditioned upon the transferee's compliance with the requirements of this Section 17(m). The transferee shall have the right at any time to abandon its claim that the transferor hold it harmless and indemnify it hereunder and the transferee shall then be entitled to make all further decisions respecting the assessment, proposed assessment, billing, demand or claim, provided that the transferee shall give written notice to that effect to the transferor and the transferee shall assume all liability for any sales and use taxes, interest and penalties associated with its prior claim against the transferor and the transferee shall bear all costs, including attorney's fees, incurred after the date of such notice in pursuing a remedy with respect to, or settling, the underlying assessment, proposed assessment, billing, demand or other claim.



(vi) any applicable sales and use taxes due with respect to the Bank's purchase of Park merchandise, admissions, catering and other taxable items pursuant to this Agreement shall be due and collected from Bank at the time of purchase.

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

SeaWorld:
SEA WORLD, INC.

Bank:
U.S. BANK NATIONAL ASSOCIATION

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

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SAS





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2011

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

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

PRODUCER 1-612-333-3323 Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	CONTACT NAME: PHONE (A/C, No. Ext): 612-333-3323 E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: USBAN-1	FAX (A/C, No): 612-373-7270
INSURED U.S. Bancorp and its Subsidiaries 200 South 6th Street EP-MN-L201 Minneapolis, MN 55402	INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24147

COVERAGES

CERTIFICATE NUMBER: 20675542

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		MWZY58884	08/01/10	08/01/11	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		MWTB20995	08/01/10	08/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	MWC11673700	08/01/10	08/01/11	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: ATM.
SeaWorld Parks & Entertainment, Inc. and their respective parents, direct & indirect subsidiaries, affiliated entities including any entity directly or indirectly controlling, controlled by or under common control of either of them are additional insured as respects general liability policy where required by written contract. Waiver of subrogation applies in favor of the additional insured as respects workers' compensation policy where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

ATM SeaWorld parks & Entertainment, Inc. and their respective parents, direct & indirect subsidiaries & affiliates Sea World LLC dba SeaWorld San Diego C/o Insurance Compliance PO Box 12010-B2 Hemet, CA 92546-8010 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ddebuhr
ACORD 25 (2009/09)
20675542

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**CITY OF SAN DIEGO
CONSENT TO AGREEMENT**

THIS CITY OF SAN DIEGO CONSENT TO AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of January 20, 2011 (the "Effective Date"), as follows:

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

LESSEE, and AMERICAN SUZUKI MOTOR CORPORATION, a California Corporation ("Suzuki"), have entered into an agreement dated June 1, 2008, to distribute outboard motors of Suzuki to LESSEE and to designate Suzuki as the "Official Power Supplier of Sea World San Diego Beached Animal Rescue Craft" on the Premises ("Agreement").

CITY hereby consents to Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

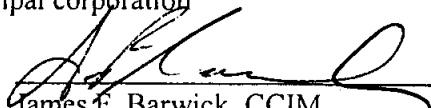
- (a) The Agreement is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Agreement which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under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

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

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

THE CITY OF SAN DIEGO, a California
municipal corporation

BY:


James F. Barwick, CCIM
Real Estate Assets Director

AGREEMENT

THIS AGREEMENT is made as of June 1, 2008 by and among AMERICAN SUZUKI MOTOR CORPORATION, a California corporation with offices at 3251 East Imperial Highway, Brea, California 92821-6795 ("Suzuki") 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.

RECITALS

WHEREAS, SWC owns and operates a theme amusement park known as SeaWorld San Diego (the "Park");

WHEREAS, Suzuki is engaged in the business of distributing, among other products, outboard motors (the "Motors");

WHEREAS, the Park desires to use certain Motors for park activities and Suzuki desires to provide certain Motors for support for the Park; and

WHEREAS, Suzuki desires to be designated the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft".

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 shall start on June 1, 2008 and shall terminate on May 31, 2009 (the "Term"), unless sooner terminated as hereinafter provided. SWC shall have the option to extend this Agreement for two (2) successive one (1) year periods upon the terms and conditions contained herein. If SWC elects to exercise such option, notification of such extension shall be made to Contractor in writing no later than February 1st of each renewal year.

(b) Either party may terminate this Agreement without liability upon thirty (30) days' prior written notice to the other party.

(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 hereof 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 this Agreement shall prove to be untrue or inaccurate in any material respect.

(d) Upon thirty (30) days prior written notice to Suzuki, SWC may terminate this Agreement if (i) SWC ceases to operate the Park, (ii) SWC sells to a third party substantially all of the assets of the Park.

2. PROMOTIONAL TERMS AND CONDITIONS.

(a) As consideration for certain promotional rights granted to Suzuki by SWC, Suzuki shall provide to SWC for its use in the Park, the following equipment:

- One (1) 70 HP outboard motor (four stroke long shaft) with remote, control box and control cables.
- Two (2) 40 HP outboard motors (four stroke long shaft) with dual control cables, control box and remote
- One (1) 9 HP outboard motor (four stroke long shaft) with tiller drive and electric starter
- One (1) 25 HP outboard motor (four stroke long shaft)
- Two (2) 140 HP outboard motors (four stroke saltwater series long shaft) counter rotating (new for 2008 Animal Care boat)

The Motors that Suzuki is providing to SWC have an estimated total value of \$50,000. Suzuki shall retain title and ownership of the Motors at all times.

(b) Unless terminated prior to the expiration of the Term, SWC hereby grants to Suzuki an exclusive right during the Term to be identified as the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft." Such identification shall be made via a mutually agreed-upon sign to be located at the park's Beached Animal display. Additionally, the Suzuki logo shall be added to the park's Beached Animal Release boat. Any other manner of featuring Suzuki as the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" shall be allowed or disallowed by SWC in its discretion and if approved, must be approved in advance by SWC.

(c) SWC shall provide to Suzuki one-hundred (100) complimentary general admission tickets to the Park. Such complimentary tickets must be redeemed prior to expiration or earlier termination of this agreement. Suzuki 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 Suzuki employees and their immediate families.

(d) SWC agrees to institute a ticket voucher program, subject to the execution of a separate agreement, which will provide up to one hundred (100) Park admission tickets to Suzuki employees or for Suzuki's business use at a twenty percent (20%) discount. Suzuki agrees that said vouchers are to be used for corporate purposes only and not for resale or transfer to any persons or parties other than Suzuki employees and their immediate families.

(e) Subject to availability and payment of admission by Suzuki, Suzuki shall have the right to utilize Park venues during regular Park operating hours for hospitality functions. Catering for such functions will be made available to Suzuki 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.

(f) During the Term, SWC shall, at its own expense maintain the Exhibit and Release Boat in a first-class manner, adhering to the standards applied to other comparable attractions in the Park.

(g) Subject to SWC's prior written approval, Suzuki shall, during the Term, have the opportunity to purchase Park merchandise at retail price less 30% (plus any additional freight) for promotional purposes and internal use only and not for resale. SWC reserves the right to refuse to sell any merchandise under this subparagraph that it believes may be resold or the sale of which to Suzuki or Suzuki's intended use of which would conflict with other obligations of SWC or its affiliates.

(h) At Suzuki's request, SWC agrees to provide Suzuki with SWC's standard VIP benefits in effect at the time of Suzuki's request, including, but not limited to special Park tours and courtesy gifts, for key Suzuki accounts and VIPs.

(i) Suzuki, with prior SWC approval in writing, shall be entitled to utilize the Park name, photographs, films, Park characters, SWC Properties (as defined in paragraph 7(a)), and promotional elements (Park merchandise, sweepstakes, trips and discounted admissions) in advertising and consumer promotion programs of the Suzuki name and products.

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

(l) Except as expressly granted herein, nothing in this Agreement is intended to entitle either 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.

(m) Nothing herein shall be construed as preventing SWC from entering into agreements with other parties, excluding manufacturers of directly competitive motors, for the sponsorship or participation in the Exhibit on terms and conditions that SWC deems appropriate.

3. WEB SITE.

(a) Suzuki may, upon SWC's prior written approval, display SWC's name and/or logo on Suzuki's web site, "suzuki.com", and create a link to SWC's web site, "seaworld.com", from Suzuki's web site, "suzuki.com". If, at any time during the Term hereof, the content of the www.suzuki.com web site, in SWC's reasonable and good faith opinion, brings SWC or its products into public disrepute, contempt, scandal or ridicule or tends to shock, insult or offend the community or any sizable group or class thereof or reflects unfavorably upon the reputation of SWC, SWC shall have the right to demand that all references to SWC, including any SWC Properties, be removed from the site and Suzuki shall immediately do so; and further, SWC shall have the right to terminate this Agreement effective thirty (30) days after written notice is delivered to Suzuki.

(b) Suzuki's web site shall have adequate security safeguards, procedures and/or firewalls (to the extent reasonably practicable with available technology) to ensure that unauthorized parties do not have the ability to interfere or disrupt the intended operation of the link to SWC's web site. Suzuki shall continue to update its web site with technology reasonably suited and intended for the application as it is shown to be effective and becomes available.

4. MAINTENANCE AND REPAIR OF MOTORS.

(a) During the Term, the Motors shall be maintained by SWC in good appearance and good working condition, normal wear and tear excepted. Such maintenance may include, but is not limited to, tune-ups, oil changes and replacement of filters. An annual engine replacement of all aforementioned Motors on or about the month of March shall be decided mutually. Additionally, the person assigned to replacing the Motors shall submit to a substance abuse test prior to commencement of work.



(b) Suzuki shall provide SWC with its standard warranty (the "Standard Warranty") provided to purchasers of the Motors. In addition, Suzuki shall provide SWC with a "no down time" policy on all Equipment. "No down time" means that Suzuki will provide a loaner within twenty four (24) hours for any Equipment that has a failure that cannot be repaired within forty-eight (48) hours.

(c) Suzuki shall be responsible for the cost of (i) all repairs covered by its Standard Warranty, and (ii) all other repairs except those caused directly by the negligence or actionable fault of any SWC employee or any independent contractor hired by SWC to operate the Motors.

5. OPERATION OF MOTORS. SWC hereby covenants that the Motors shall be operated and driven exclusively by Park employees and independent contractors of the Park at all times. SWC's employees and independent contractors shall abide by the United States Coast Guard rules and all applicable laws and regulations and shall at all times operate the Motors in accordance with the Operator's Guide, Safety Handbook and on-product warning labels provided by Suzuki, including without limitation, wearing at all times an approved personal floatation device and all appropriate protective clothing.

6. PUBLICITY.

(a) Suzuki agrees that SWC owns all rights including all copyrights in and to the reference of Suzuki as the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" 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 "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" and the Motors used in connection with the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" ("Recordings"). SWC may edit, reproduce, print, disseminate, and otherwise publish such Recordings, including any portion in which any of the Motors appear or are mentioned, for publicity, promotion and advertising purposes of the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft"-alone or the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" in conjunction with the Park, or for any other purpose as SWC deems appropriate in its sole discretion, without any compensation to or further permission from Suzuki.

(b) Suzuki understands that the promotional rights granted by SWC to Suzuki in this Agreement are exclusive only with regard to the Motors. Suzuki also understands that, in addition to the Motors, SWC intends to use other types of marine products, excluding competitive motors manufactured and sold by companies other than Suzuki, in the Park under similar promotional arrangements, so long as no such company is identified to the public as the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft."

(c) SWC makes no warranties or representations concerning the amount of exposure the Motors will receive at the Park and concerning the use of the Motors in animal rescues. Whether to present Suzuki as the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" shall be determined solely by SWC based on several factors including, but not limited to, weather, water conditions and the condition of the Motors.

7. TRADEMARKS.

(a) Suzuki 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 in works relating to the Park and the operation, advertising and promotion of the Park ("Park Properties"). Suzuki acknowledges that SWC's Trademarks and Park Properties are valuable assets of SWC and that this Agreement does not transfer or convey to Suzuki or any third party any ownership rights in and to SWC's Trademarks and/or Park Properties owned by SWC, or any of SWC's parent, subsidiary or affiliated companies (collectively, the "SWC Properties"). Except as set forth in Paragraph 8 below, Suzuki shall not have the right to use, and shall not use, in any way or for any purpose, the names "SWC", "SeaWorld", 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.

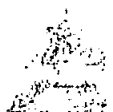
(b) SWC acknowledges that Suzuki owns: (1) certain trade names, trademarks, service marks, logos and characters and the goodwill associated with each (hereinafter "Suzuki's Trademarks"), and (2) copyrights in works relating to the Motors and the operation, advertising and promotion of the Motors ("Motors Properties"). SWC acknowledges that Suzuki's Trademarks and Motors Properties are valuable assets of Suzuki and that this Agreement does not transfer or convey to SWC or any third party any ownership rights in and to Suzuki's Trademarks and/or Motors Properties owned by Suzuki, or any of Suzuki's parent, subsidiary or affiliated companies. Except as permitted under Paragraph 6 above or as reasonably necessary for SWC to fulfill its obligations to Suzuki hereunder, SWC shall not have the right to use, and shall not use, in any way or for any purpose, Suzuki's names, Suzuki's Trademarks or Motors Properties owned by Suzuki or any of Suzuki's parent, subsidiary or affiliated companies (collectively, "Suzuki Properties"), without the express prior written consent of Suzuki.

8. ADVERTISING.

(a) Suzuki shall have the right, during the Term, to advertise and publicize, anywhere in the United States, Suzuki's "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" status; provided, however, that all such advertisement and publicity must receive the prior written approval of SWC in each instance, which approval shall not be unreasonably withheld.

(b) Suzuki shall not use, for any purpose, photographs of the Park without the prior written approval of SWC. Suzuki may use the Park for location photography provided that prior written approval is granted by SWC, such approval not to be unreasonably withheld.

(c) Suzuki shall submit to SWC all advertising material (including promotional copy, artwork and layout) relating to Suzuki's "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" status in association with the Beached Animal Rescue Craft 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. Suzuki agrees not to use any such advertising material relating to Suzuki's status as the "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" 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. Suzuki shall furnish to SWC for SWC's written approval final proofs or scripts of all advertising material relating to Suzuki's "Official Power Supplier of SeaWorld San Diego Beached Animal Rescue Craft" status. 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 Suzuki 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 Suzuki's "Official Power Supplier of SeaWorld San Diego Beached



Animal Rescue Craft" status in order to 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, Suzuki 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. Unless SWC notifies Suzuki in writing that SWC has approved such proposed use of the items within ten (10) business days after SWC has received same, SWC shall be deemed to have denied such proposed use.

9. INDEMNIFICATION; INSURANCE.

(a) Suzuki 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 Motors provided by Suzuki; (ii) any designs, plans, specifications, materials or components furnished by Suzuki to SWC and incorporated as part of the Beached Animal Rescue Craft; (iii) any designs or materials provided by Suzuki for use in advertising or promotions permitted hereunder regardless of SWC's prior approval of such designs or materials; (iv) the design and/or manufacture of the Motors; (v) Suzuki's breach of any provision of this Agreement; (vi) the acts or omissions of Suzuki or its representatives, agents or employees, or (vii) libel, slander, invasion of privacy, or infringement of copyright or trademark, resulting from SWC's use and/or display of Suzuki's Properties as contemplated hereby.

(b) Suzuki 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. Suzuki shall not violate, or permit to be violated, any conditions of said insurance policy, and Suzuki 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. In the event of such failure, SWC shall have the right (but not the obligation) to obtain the insurance coverage required hereby and to deduct the cost of the same from any amounts then owing, or which subsequently are owed, by SWC to Suzuki. SWC's election in its discretion to obtain such insurance shall not be or be deemed a waiver of Suzuki's default or an election of remedies by SWC. It shall be a condition precedent to the enforcement of SWC's obligations hereunder that Suzuki shall have furnished to SWC the insurance certificate as aforesaid.

(c) Suzuki 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 Motors, except in the event any of the same caused solely by the acts or omissions of SWC's employees or independent contractors. Suzuki hereby agrees that SWC shall not be required to obtain replacement insurance for the Motors and

that, in the event of the partial or total loss of Motors, Suzuki shall replace said Motors under the same terms and conditions of this Agreement.

(d) SWC agrees to indemnify, hold harmless and defend Suzuki, its parent, affiliated and subsidiary companies, and the officers, directors, 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 Beached Animal Rescue Craft; (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) the acts or omissions of SWC, its representatives, agents or employees, including without limitation, the negligent operation of the Motors.

(e) Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within five (5) 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 Paragraph 9(e), 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 Paragraph 9(e), the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it.

10. REPRESENTATIONS AND WARRANTIES.

(a) Suzuki represents and warrants to SWC that all Motors:

- (i) are new upon delivery to SWC and 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 Motors, including all U.S. Coast Guard safety requirements.

(b) Suzuki agrees that its warranties and representations contained in this Agreement shall not be subject to any limitation of warranties which may be contained in its Standard Warranty or in any other Motors description, literature, manual, notice, invoice, packing slip, bill of lading or other communication given orally or in writing to SWC. Suzuki further agrees that its Standard Warranty shall apply to the Motors for the benefit of SWC for so long as the Motors are operated at the Park pursuant to this Agreement, in addition to the warranties contained herein, and the Standard Warranty is incorporated herein by reference.

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 the Park for a temporary period, the Term shall be extended for an equal period. The party failing to perform or which is delayed in performance hereunder

shall give written notice to the other party as soon as reasonably practicable but in any event 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

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

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 Suzuki:

American Suzuki Motor Corporation
3251 East Imperial Highway
Brea, CA 92821-6795
Attn: _____
Fax: _____

If to SWC:

Sea World of California
500 Sea World Drive
San Diego, CA 92109
Attn: Andrew P. Fichthorn
Fax: _____

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
Fax: 314-577-0776

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

16. SUCCESSORS AND ASSIGNS. Suzuki 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 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 Paragraph 9 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) If either party commences legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding.

(h) The provisions of Subparagraph 17(i) and Paragraphs 6, 7, 9 and 10 If either party commences legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding shall survive the expiration or earlier termination of this Agreement.

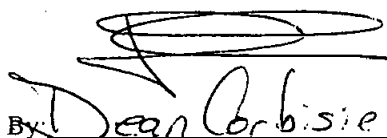
(i) In addition to all other rights available under the law, each party shall be entitled to injunctive relief restraining the breach or threatened breach of each obligation under this Agreement and to specific performance of each obligation under this Agreement. The parties agree that monetary damages 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 paragraph shall not apply to the payment obligations of either party.

(j) This Agreement is made in the State of Missouri and all matters arising hereunder or relating hereto 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. Suzuki 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.

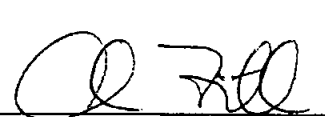
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written.

AMERICAN SUZUKI MOTOR CORPORATION

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

By:  Dean Corbisier 4/5/08

Title: Press Relations, Advertising
and Event Management

By:  Exec VP & General Manager

Title: Exec VP & General Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2010

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
270509--11-12	INSURER(S) AFFORDING COVERAGE INSURER A: Tokio Marine & Nichido Fire Ins Co (USB) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED American Suzuki Motor Corp 3251 E. Imperial Highway Brea, CA 92621	NAIC # 12904

COVERAGES**CERTIFICATE NUMBER:**

LOS-001250701-01

REVISION NUMBER: 2.

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		CLL6400889-01	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Excluded
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		CA6400695-01	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PP Comp Deductible \$ 250 PP Coll Deductible \$ 1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		CU6400891-01	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY. ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC6400709-01	01/01/2011	01/01/2012	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

SeaWorld California, Anheuser-Busch Companies, Inc., its direct and indirect subsidiaries and affiliated entities are named as Additional Insured (except under Workers Comp) as required by written contract but limited to the operations of the insured under said contract, subject to policy terms, conditions & exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Sea World San Diego Attn: Mary Fitzgerald / Randy Ward 500 Sea World Drive San Diego, CA 92109-7995	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Laura Casanova
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**CITY OF SAN DIEGO
CONSENT TO SPONSORSHIP AGREEMENT**

THIS CITY OF SAN DIEGO CONSENT TO SPONSHORSHIP AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of January 20, 2011 (the "Effective Date"), as follows:

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

LESSEE, and Pepsi-Cola Fountain Company, Inc., a Delaware Corporation ("Sponsor"), have entered into a sponsorship agreement commenced on January 1, 2008, under which Sponsor is allowed to promote and publicize its corporate name, corporate activities, and Pepsi products through joint sponsorship activities with LESSEE, to advertise and sell Pepsi fountain products from Pepsi fountain and package product on the Premises from bottlers to LESSEE ("Agreement").

CITY hereby consents to Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

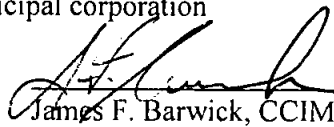
- (a) The Agreement is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Agreement which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under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

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

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

THE CITY OF SAN DIEGO, a California
municipal corporation

BY:


James F. Barwick, CCIM
Real Estate Assets Director

San Diego

COPY

AGREEMENT

This agreement (this "**Agreement**") dated as of the 1st day of January, 2008, between, on the one hand, PEPSI-COLA FOUNTAIN COMPANY, INC. ("**Pepsi Fountain**"), a Delaware corporation and a wholly-owned subsidiary of PepsiCo, Inc. ("**PepsiCo**"), with its principal place of business at 700 Anderson Hill Road, Purchase, New York 10577, on its own behalf, on behalf of the Pepsi/Lipton Tea Partnership, a New York partnership, its principal place of business at 700 Anderson Hill Road, Purchase, New York 10577 (the "**Partnership**"), and on behalf of bottlers who distribute Packaged Products in whose territory the Park hereunder is situated, which are under license by Pepsi Fountain, PepsiCo or the Partnership (collectively, "**Bottlers**"), and, on the other hand, SEA WORLD, INC., a Delaware corporation, with its principal place of business at 500 SeaWorld Drive, San Diego, California 92109 ("**SWC**"), sets forth the agreement of the parties with respect to the purchase and promotion of Pepsi Fountain's and the Partnership's fountain and packaged beverage products. As used herein, "**Bottlers**" shall refer to all bottlers who distribute Packaged Products in the territory where the Park is situated, which are under license by Pepsi Fountain, PepsiCo, or the Partnership on the date hereof, and any and all additional licensed Bottlers licensed by Pepsi Fountain, PepsiCo, or the Partnership who may, during the Term, distribute Packaged Products in the territory in which the Park is situated.

WHEREAS, SWC owns and operates SeaWorld of California located in San Diego, California), (the "**Park**"); and

WHEREAS, Pepsi Fountain and the Partnership are the sellers of their respective trademark postmix products ("**Post-Mix Products**") used in the preparation of fountain beverage products ("**Fountain Products**"); and

WHEREAS, the Bottlers are the sellers of packaged beverage products under license from PepsiCo and the Partnership ("**Packaged Products**") within individual licensed territories served by the respective Bottlers; and

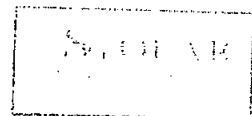
WHEREAS, the Fountain Products and Packaged Products may herein be collectively referred to as the "**Pepsi Products**"; and

WHEREAS, in furtherance of such business, Pepsi Fountain desires to promote and publicize its corporate name, corporate activities, and Pepsi Products through joint sponsorship activities with the Park; and

WHEREAS, SWC is authorized to grant the advertising and soft drink product availability rights set forth herein to Pepsi Fountain, and SWC is willing to do so for the consideration stated herein; and

WHEREAS, SWC desires to purchase Fountain Products from Pepsi Fountain and the Partnership and SWC also desires to purchase Packaged Products from Bottlers for the Park pursuant to the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:



1. Term and Parties

(a) This Agreement shall be for a term of six (6) years, beginning as of January 1, 2008 and ending at midnight on December 31, 2013 ("**Term**"), unless mutually extended by written agreement of the parties or unless sooner terminated as provided herein. Each January 1 through December 31 twelve month period during the Term shall be referred to herein as a "**Contract Year**."

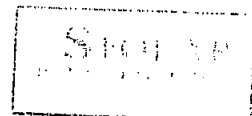
(b) Pepsi Fountain hereby covenants and agrees that it shall cause the Bottlers and the Partnership, who are not parties to this Agreement, to perform all obligations of Pepsi Fountain hereunder that cannot be performed by Pepsi Fountain. Pepsi Fountain's designation of certain Bottlers and the Partnership to perform such obligations and duties shall not relieve Pepsi Fountain from its obligation to perform such obligations and duties. Without limitation, Pepsi Fountain shall be responsible for causing the Bottlers to supply Packaged Products to SWC at the prices set forth herein.

(c) As used herein, an "**Affected Bottler**" is any Bottler who is supplying Packaged Products to the Park during the Term. Pepsi Fountain represents and warrants that as of the date hereof, the only Bottler serving the territory in which the Park is located is Bottling Group, LLC d/b/a The Pepsi Bottling Group ("PBG"). In the event Pepsi Fountain decides to utilize a Bottler other than, or in addition to, PBG to provide Packaged Products during the Term, Pepsi Fountain shall give SWC at least thirty (30) days prior written notice of the change in Bottler. A new or substitute Bottler shall not commence performance of this Agreement until SWC has received from the new or substitute Bottler a duly executed copy of the documents required from all Bottlers pursuant to Section 12(c) and **Exhibit D** hereof, incorporated herein by reference.

2. Exclusivity

(a) As used herein, the following terms shall have the meanings ascribed below:

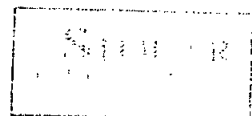
- (i) "**Pepsi Products**" shall mean Fountain Products sold to SWC by Pepsi Fountain and the Partnership, and Packaged Products sold to SWC by Bottlers, for use and distribution at the Park.
- (ii) "**Mandatory Products**" shall mean Pepsi-Cola, Diet Pepsi-Cola, Mountain Dew, lemon lime Fountain Products (i.e., Sierra Mist), Aquafina, and a minimum of two additional agreed-upon Pepsi Packaged Products selected from CSDs and/or Non-Carbs.
- (iii) "**CSDs**" shall mean carbonated soft drinks (but shall not include energy drinks or power drinks to the extent carbonated).
- (iv) "**Non-Carbs**" shall mean non-carbonated drinks.
- (v) "**SWC Beverages**" shall mean water, isotonic, energy drinks, power drinks and other Commercially Branded Beverages produced or distributed by SWC, Busch Entertainment Corporation, Anheuser-Busch Companies, Inc. or by any company controlling, controlled by, or under common control with either of them, including without limitation, Icelandic Glacial-branded bottled water, 180-branded energy drinks, and Borba Skin Balance Water, but excluding, given the circumstances in existence upon the execution of this Agreement, Monster-brand beverages made by Hansen Beverage Company.



- (vi) **"Commercially Branded"** shall mean all beverages which are sold outside Park property under a registered or unregistered brand name, trade name, trade mark, service mark or any other word, name, symbol or device used to name, identify, designate or distinguish goods or services; provided, Commercially Branded beverages do not include certain beverage types fitting this description that are included in the definition of Otherwise Branded beverages.
- (vii) **"Otherwise Branded"** shall mean non-commercially branded juices, juice beverages, punches, slushes or ades; any commercially or non-commercially branded fresh-brewed hot or iced coffee or teas; any non-commercially branded still or sparkling unflavored waters, tonic waters or seltzers; any commercially or non-commercially branded alcohol beverages and non-alcohol beers; and any other commercially branded, non-commercially branded or unbranded beverage types not sold by, owned by or under license to, PepsiCo or the Bottlers as of the execution date of this Agreement.
- (viii) **"Beverage Type"** shall mean a beverage category recognized in the beverage market, such as (by way of example and not limitation) cola, lemon-lime drinks, water, isotonics, soft drinks, energy drinks, power drinks and nutraceuticals.
- (ix) **"Extensions"** shall mean flavor differentiations within Beverage Types. For example, cola is a Beverage Type and vanilla cola and cherry cola are Extensions thereof.
- (x) **"Non-Pepsi Beverage Type"** shall mean Beverage Types and Extensions thereof, whether a Commercially Branded or Otherwise Branded, not sold by, or under license by PepsiCo or the Bottlers as of the execution date of this Agreement.
- (xi) **"Competitive Product"** shall mean any Commercially Branded Beverages which are the same Beverage Types and Extensions thereof as the Pepsi Products sold by or under license by PepsiCo or an Affected Bottler on the execution date of this Agreement, including such beverages manufactured by Coca-Cola and Cadbury Schweppes and its affiliates, but excluding: (1) Non-Pepsi Beverage Types and Extensions thereof not sold by or under license by PepsiCo or an Affected Bottler as of the execution date of this Agreement, (2) SWC Beverages, and (3) Anheuser-Busch Beverages.
- (xii) **"Anheuser-Busch Beverages"** shall mean alcohol malt beverages, non-alcohol malt beverages and flavored malt beverages.

(b) During the Term, SWC agrees that it shall sell at the Park a selection of Fountain Products and Packaged Products subject to mutual agreement of the parties from among the following:

Pepsi-Cola, Diet Pepsi-Cola, Caffeine Free Pepsi, Diet Caffeine Free Pepsi, Wild Cherry Pepsi, Mug Root Beer, Mountain Dew, Diet Mountain Dew, Pepsi One,



Aquafina, Sierra Mist, Code Red, Diet Pepsi Max, Diet Wild Cherry Pepsi, Sobe Lean, Sierra Mist Free, Orange, Starbucks Frappuccino, Starbucks Iced Coffee, Dole Juices, Lipton Teas and other PepsiCo trademarked products as may be mutually agreed upon by the parties from time to time.

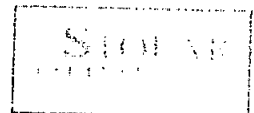
Such selection of products may be expanded to include regional preferences, and shall include as a minimum the Mandatory Products; provided, however that SWC's obligation to sell the Mandatory Products is subject to compliance by Pepsi Fountain and all Affected Bottlers with Section 14 hereof.

(c) To the extent set forth in this paragraph 2, SWC grants Pepsi Fountain, the Partnership, and the Affected Bottlers the right to be the exclusive Commercially Branded Beverage sponsorship partner of the Park to the extent and as provided herein. Except as otherwise expressly provided herein, SWC shall not advertise or sell in the Park any beverages other than the following:

- (i) the Pepsi Products, which shall be the only beverages made available through equipment provided by Pepsi Fountain and its Affected Bottlers, unless otherwise agreed upon by the parties, in writing;
- (ii) SWC Beverages on a nonexclusive basis to co-exist at the Park with the Pepsi Products; provided, such sales of SWC Beverages shall not include Commercially Branded CSD's;
- (iii) beverages of any kind that are Otherwise Branded;
- (iv) any Non-Pepsi Beverage Type not sold by Pepsi Fountain or under license by PepsiCo or the Bottlers as of the execution date of this Agreement, whether Commercially Branded or Otherwise Branded;
- (v) Competitive Products sold or served in connection with any private event (not open to the public) held at the Park to the attendees of the private event. Pepsi Fountain's advertising or its equipment, however, shall not be altered or removed. Further, Pepsi Fountain's and Bottlers' equipment will not be used in dispensing any Competitive Product; and
- (vi) Anheuser-Busch Beverages.

(d) During the entire Term and any renewal or extension thereof, no Competitive Products may be sold, dispensed or served anywhere at the Park other than as expressly permitted by this Agreement.

(e) With respect to the Park, if during the Term, SWC seeks to begin to sell, promote or enter into sponsorship with a manufacturer of any new Non-Pepsi Beverage Type then sold by or under license by PepsiCo or Affected Bottlers, SWC shall offer Pepsi Fountain and the Affected Bottler the right of first negotiation to supply such new Beverage Type to the Park. Such right shall be an exclusive negotiation period of forty-five (45) days; provided, however, that: (i) during the forty-five day period SWC has the right to test one Non-Pepsi Beverage Type from this new Beverage Type category so long as (A) Pepsi is notified of the test and (B) the test is limited to one Non-Pepsi Beverage Type in the Park during the forty-five day period; and (ii) in the event that: (A) PepsiCo or the Affected Bottler is unable to supply such new Non-Pepsi Beverage Types in sufficient amounts to the Park beginning at the end of such period, or (B) SWC does not agree on price, service, or sponsor support for this new Non-Beverage Type, then in either event SWC shall be



free to enter into an agreement with any third party for the sale, promotion, or sponsorship of such new Non-Pepsi Beverage Type at the Park.

(f) SWC will consider in-Park use of PepsiCo trademarked beverages other than the Pepsi Products which are sold by or under license by PepsiCo or the Bottlers during the Term of this Agreement, and will provide Pepsi Fountain or Affected Bottlers, as the case may be, with a right of first refusal for Commercially Branded Beverages produced and/or distributed by Pepsi Fountain or Affected Bottlers, other than the Pepsi Products, in consumer promotional programs involving the Park, which right shall involve the same specifications and requirements imposed by SWC upon competitive beverage providers submitting bids for such rights. If such a beverage type is sold in the Park, SWC will give first consideration to PepsiCo trademarked beverage products, and will utilize such product (or products) if agreement can be reached as to price, quality, packaging/delivery format, and sponsorship support. Nothing herein shall require SWC to purchase these other beverages from Pepsi Fountain or Affected Bottlers, as the case may be, if agreement cannot be reached as to price, quality, packaging/delivery format, and sponsorship support. If such a beverage type and category is not sold in the Park, SWC may, in its sole discretion, test, utilize or reject in-Park use of such other beverages.

(g) Any Pepsi beverage added under preceding paragraphs (e) and (f) shall be included in paragraph 2(c)(i) as an exclusive Pepsi Product.

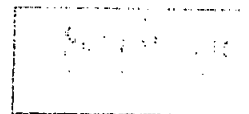
(h) SWC agrees not to grant any form of permanent or temporary trademark visibility, signage, promotional or advertising rights to Competitive Products at the Park, nor maintain the appearance of an association between the Park and any Competitive Products. SWC reserves the right to conduct promotional activities and advertising with any partner of its choice; provided, that SWC agrees not to permit any element of that promotional activity or advertising in connection with the Park to involve or refer, directly or indirectly, to any Competitive Products, including any promotional activity, advertising or other sponsorship activity by non-beverage sponsors that primarily links the Park, either directly or indirectly, to Competitive Products.

(i) SWC will consider in-Park sale and use of the Partnership's non-beverage food products, including without limitation, Frito-Lay products, Quaker products, and frozen carbonated beverages ("FCBs") for sale in various locations throughout the Park. SWC will be required to carry Frito-Lay, Quaker, and FCB products at the Pepsi-branded Marketplace location at the Park; provided, however, that nothing herein shall require SWC to purchase these products if agreement cannot be reached as to price, quality, packaging/delivery format, and availability of such products.

3. Grant of Advertising Rights

(a) Pepsi Fountain shall be the exclusive advertiser of non-alcohol, non-malt beverages in the Park except for Non-Pepsi Beverage Types, Otherwise Branded beverages, SWC Beverages, and Anheuser-Busch Beverages including, but not limited to, advertising panels located on the beverage dispensing equipment dispensing the Pepsi Products; menu boards at all locations featuring the Pepsi Products; and in-Park signage. The design, layout and content of any words, slogans, logos, designs or comparable creative effort with respect to the advertising of the Pepsi Products (the "Advertising Copy"), shall be subject to SWC's prior written approval, which approval shall not be unreasonably withheld; provided, however, that Pepsi Fountain shall be solely responsible for reviewing and approving any of its identification which may be a part of the Advertising Copy.

(b) Pepsi Fountain shall have the right to have its trademark, name and/or logo appear at all food and beverage outlets where the Pepsi Products are sold, including on the beverage dispensing



equipment, menu boards (in Pepsi Fountain logo type) and in any other mutually agreed upon locations, which may include themed vending machines, coolers, ice tubs, and carts.

(c) SWC shall work with Pepsi Fountain to create and implement enhanced signage elements on drink towers and at other key locations where Pepsi Products are sold. SWC shall have the right to promote its souvenir bottles on the towers and such towers will include Pepsi identification as mutually agreed. The Merchandising Fund will be used to cover the cost of the tower changes.

(d) The Pepsi Products shall be made available only in packaging or approved cups (the "Approved Cups") incorporating the full color Pepsi logo, at all locations in the Park where the Pepsi Products are sold or dispensed. The design for Approved Cups shall feature a minimum of 50% Pepsi Fountain imagery, colors and identification; provided, however, that SWC may use a cup with no Pepsi logo or dedicated Pepsi imagery as follows: (i) in designated highly themed Park restaurants when SWC determines that a highly themed cup is required, provided further, however, that SWC shall designate no more than two (2) restaurants as highly themed Park restaurants, (ii) on souvenir vessels (e.g., sports bottles), (iii) on glassware at full service restaurants, and (iv) at catered events. The Approved Cups shall be subject to SWC approval and shall complement SWC's standard items. SWC shall be entitled to use its stock of cups approved under the prior Agreement between Busch Entertainment Corporation and/or Sea World, Inc. and Pepsi Fountain.

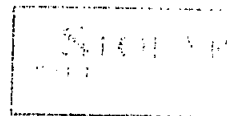
(e) Subject to SWC's approval, Pepsi Fountain shall have the right of access to advertising panels with respect to the Pepsi Products at all reasonable times and with reasonable prior notice for the purpose of replacement or removal of the same or to modify, change or alter the advertising appearing thereon at Pepsi Fountain's cost and its discretion. SWC further agrees that there shall be no alteration of Pepsi advertising in the Park without Pepsi Fountain's consent in writing except as provided below. Pepsi Fountain, as owner of the advertising panels, shall maintain the advertising panels in good order and repair. In connection with the televising or filming of any programming or commercial at the Park, the advertising panels may be temporarily covered if required by the network, station or talent, at no cost to Pepsi Fountain.

(f) Pepsi Fountain shall have the right, in a manner designated by SWC to have the full-color Pepsi logo appear in all sponsor collateral logo listings, such as Park guides, brochures, show schedules or maps, provided the collateral piece is printed in full-color and space allows this treatment for all sponsors.

(g) Pepsi Fountain shall have the right to have one Marketplace location at the Park sponsored by Pepsi Fountain. The choice of which Marketplace at the Park is to be sponsored by Pepsi Fountain shall be mutually agreed upon by the parties. Pepsi Fountain shall have the right to have its trademarks, name and/or logo appear on the agreed upon Marketplace's signage, as approved by SWC in its reasonable discretion. The initial creative cost for new signage and costs associated with manufacturing, purchasing, constructing, and installing the signs shall be the sole responsibility of Pepsi Fountain. SWC has no obligation to continue to provide Pepsi Fountain with the "Presented by Pepsi" attractions provided pursuant to the prior Agreement between Busch Entertainment Corporation and/or Sea World, Inc. and Pepsi Fountain.

4. Consideration

For the exclusive advertising, product availability and other rights provided to Pepsi Fountain pursuant to this Agreement with respect to the Park, Pepsi Fountain shall:



(a) Subject to paragraph 9(f), pay to SWC a sponsorship fee ("**Sponsorship Fee**") of **Three Hundred Ninety Thousand Dollars (\$390,000)** payable in one lump sum on March 1 of each Contract Year; provided, however, that the first payment shall be due upon execution of this Agreement. SWC shall invoice Pepsi Fountain thirty (30) days prior to all payment dates.

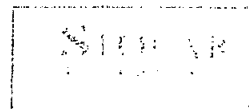
(b) Subject to paragraph 9(f), provide a total of **One Hundred Thirty Thousand Dollars (\$130,000)** to SWC for use in support of mutually agreed upon local and/or national consumer promotions and advertising ("**Sponsorship Support Fund**"). If the parties do not mutually agree on a particular expenditure from the Sponsorship Support Fund, such expenditure shall not be made. SWC shall invoice Pepsi Fountain for expenditures as they are incurred, and such invoices shall be due and payable within thirty (30) days of Pepsi Fountain's receipt of invoice. Any Sponsorship Support Fund amounts remaining unused at the expiration or termination of this Agreement shall be used at SWC's discretion.

(c) Subject to paragraph 9(f), provide SWC each Contract Year, at a minimum, with the sponsorship support itemized on Exhibit A, attached hereto and incorporated herein by reference (the "**Sponsorship Activities**"), or with mutually-agreed programs comparable in total value to those itemized in Exhibit A. Upon reasonable written advance request, Pepsi Fountain shall provide SWC with substantial documentation evidencing its compliance with this paragraph 4(c), including affidavits signed by an authorized senior manager of Pepsi Fountain.

(d) Pepsi Fountain shall pay SWC a total of **Two Hundred Fifty Thousand Dollars (\$250,000)** (the "**Marketplace Fund**") to fund and sponsor the development and construction of concession areas (the "**Marketplaces**") at the Park. As the locations are completed SWC will invoice Pepsi for the expenses associated with the development and construction of these Marketplace concession areas and Pepsi will reimburse SWC within forty-five (45) days of receipt of the invoice. Regardless of whether SWC has exhausted the full Marketplace Fund, Pepsi Fountain will not be obligated to cover any expenses incurred by SWC after March 1, 2010 pursuant to this Section 4(g), unless mutually agreed. Pepsi Fountain will have input into the creative design of these Marketplace locations but SWC shall determine the configuration, construction, product selection, location, and appearance in its sole discretion, except as otherwise explicitly provided herein. SWC will be required to maintain the Marketplace. After the initial installation, Pepsi Fountain will be responsible for all cost(s) associated with replacement and maintenance of Pepsi-branded materials. Notwithstanding Pepsi Fountain's funding of the Marketplaces, SWC shall own all equipment and other improvements.

(e) Pepsi Fountain reserves the right to withhold amounts due under this paragraph 4 as an offset against the amounts not paid by SWC for Fountain Products and Packaged Products conforming to the representations and warranties in paragraph 14 hereof (the "**Pepsi Right of Offset**"); provided, that SWC shall not be required to remit payment for Fountain Products or Packaged Products that SWC determines are non-conforming with the representations and warranties in paragraph 14 hereof ("Non-Conforming Products"), and Pepsi Fountain shall have no right of offset with respect to amounts not paid by SWC for Non-Conforming Products.

(f) SWC reserves the right to withhold amounts due to Pepsi Fountain under this Agreement as an offset against any amounts not timely paid by Pepsi Fountain with respect to the Sponsorship Fee, Sponsorship Support Fund, and Merchandising Fund and with respect to Merchandising Activities not timely performed by Pepsi Fountain (the "**SWC Right of Offset**"). Subject to the rights set forth in the immediately preceding sentence, payment by SWC for Fountain Products and Packaged Products shall be due within thirty (30) days of the date of SWC's receipt of Pepsi Products at the Park. Pepsi Fountain agrees that its invoices to SWC shall be dated as of the date of the receipt of Pepsi Products at the Park, and Pepsi Fountain further agrees that it shall cause all invoices from Affected Bottlers to be dated in the same manner.



In the event of any discrepancy between the date of receipt of Pepsi Products at the Park and the date of an invoice, the date of the Park's receipt of Pepsi Products shall govern the commencement of thirty (30) day period allowed for SWC's payment.

(g) Pepsi Fountain shall give written notice to SWC prior to exercising the Pepsi Right of Offset, and SWC shall give written notice to Pepsi Fountain prior to exercising the SWC Right of Offset (the Pepsi Right of Offset and SWC Right of Offset being the "**Offset Rights**"). For a period of fifteen (15) days following the date of such notice, the party seeking to exercise its Offset Right and shall offer to discuss in good faith with the other party the basis for its assertion of its Offset Right.

(h) As used herein, a "**Price Discrepancy Claim**" is a claim that the price charged in an invoice to SWC is incorrect. Price Discrepancy Claims shall be deemed waived hereunder if not presented by SWC against Pepsi Fountain or any Affected Bottler, on the one hand, or by Pepsi Fountain or any Affected Bottler against SWC on the other hand, within 365 days after the date of the invoice in question; provided, that if Pepsi Fountain or an Affected Bottler identifies a Price Discrepancy during the annual financial year-end closing of SWC, then Pepsi Fountain or the Affected Bottler shall have an additional thirty (30) days to present the Price Discrepancy Claim to SWC and SWC shall have such additional thirty (30) days to resolve the discrepancy. Notwithstanding anything contained herein to the contrary, notice of a Price Discrepancy Claim from SWC to Pepsi Fountain and Affected Bottlers shall be given (either orally or in writing) to SWC's primary account contact at Pepsi Fountain, and if such notice is in writing, then a copy shall also be sent to Pepsi accounts receivable, as follows:

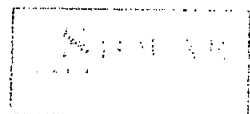
Pepsi-Cola Fountain Company, Inc.
622 Emerson Drive, Suite 350
St. Louis, Missouri 63141
Attention: Senior Account Manager, National Sales

with a copy to:

Accounts Receivable
Pepsi-Cola Customer Service Center
1100 Reynolds Boulevard
Winston-Salem, North Carolina 27102

Notwithstanding anything contained herein to the contrary, notice of a Price Discrepancy Claim from Pepsi Fountain or an Affected Bottler shall be given (either orally or in writing) to Pepsi Fountain's primary account contact at SWC, and if such notice is in writing, then a copy shall also be sent to SWC accounts receivable, as follows:

c/o Busch Entertainment Corporation Supply Management
6825 Academic Drive
Orlando, Florida 32821
Attn: Corp. Director, Culinary Operations



5. Product Availability and Pricing

(a) Subject to continuous satisfaction by Pepsi Fountain, the Partnership, and the Affected Bottlers of the quality assurance warranties set forth in paragraph 14(a) and 14(b), SWC agrees to purchase, or to cause the food service division of the Park to purchase, a sufficient quantity of Pepsi Products to ensure the regular, continuous distribution of Products at the Park. Pepsi Fountain and the Affected Bottlers shall supply sufficient quantities of Pepsi Products for the needs of the Park on a prompt and regular basis.

(b) Fountain Products shall be provided at Pepsi Fountain's national account published fountain pricing, as further set forth in Exhibit B. Pepsi Fountain represents and warrants that it currently does not have national account pricing at different levels for different customers. In the event Pepsi Fountain develops multilevel published national account pricing for different customers during the Term, the Park shall be entitled to the most favorable pricing level.

(c) Packaged Products and Aquafina sold to SWC hereunder shall be priced in accordance with the lower of (i) the net (after rebate, if applicable) pricing for the First Contract Year as set forth in Exhibit B attached hereto, as adjusted for subsequent Contract Years pursuant to Exhibit B, and (ii) the prices extended to any other similarly situated national commercial customer (excluding meeting competition offers of a duration of four (4) weeks or less) for which the Affected Bottler provides the same or similar scope of products under similar terms and conditions, including but not limited to length of sales relationship, volumes of Packaged Products purchased, and performance requirements ("**Similar Customers**").

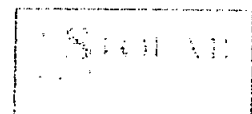
(d) If the Affected Bottler reduces the prices for comparable scope of Packaged Products to Similar Customers, or if Pepsi Fountain reduces its national account published fountain pricing, Pepsi Fountain shall immediately notify SWC of such fact and the Affected Bottler and/or Pepsi Fountain shall reduce the prices of the applicable Packaged Products or Fountain Products, respectively, to such lower prices, retroactive to the date when such reduced prices or increased scope were first offered to other customer(s).

(e) The prices set forth in Exhibit B for the first Contract Year shall be adjusted for subsequent Contract Years as set forth in Exhibit B.

(f) Pepsi Fountain shall have the right to advertise that Pepsi Products are available in the Park and the Pepsi Products or other mutually agreed upon brands shall be designated the "Official Soft Drinks" of the Park, subject to the provisions of Section 3 hereof.

6. Equipment and Service

(a) Pepsi Fountain, and its Affected Bottlers shall, respectively, loan to SWC, at no cost to SWC, fountain beverage dispensing equipment ("**Fountain Equipment**") and cooler/vending equipment ("**Packaged Product Equipment**"), as follows: (i) that soft drink dispensing and merchandising equipment which is currently installed at the Park, and water filters that are required by the Park to dispense Pepsi Products in a quantity and at a level of quality commensurate with current practices and standards of the Park, and (ii) any additional equipment reasonably required by SWC in order to replace or upgrade equipment or to equip new locations in the Park where SWC elects to dispense or merchandise soft drinks, including vending fast fill equipment and any new fountain product dispensing technology such as the "Intellicarb Fountain Machine" (such Fountain Equipment, Packaged Product Equipment and additional equipment being referred to herein collectively as the "**Equipment**"). SWC shall not display any SWC Beverage on any Equipment.



(b) SWC agrees that the Equipment may not be removed from the Park without written consent of Pepsi Fountain and/or the Affected Bottlers, as the case may be, and SWC agrees not to encumber the Equipment in any manner or permit any attachment thereto except as authorized by Pepsi Fountain and/or the Affected Bottlers. SWC shall be responsible to Pepsi Fountain and its Affected Bottlers for any loss or damage to said Equipment caused by the intentional acts or gross negligence of SWC, its agents or representatives. SWC shall have the right in its discretion, but not the obligation, to purchase from Pepsi Fountain all (but not less than all) of the Fountain Equipment then in use in the Park for its then current net remaining book value calculated by applying United States generally accepted accounting principles (GAAP) utilizing seven (7) year straight line depreciation. A worksheet showing the original cost and subsequent depreciation (by equipment item), resulting in net remaining book value shall be provided to SWC by Pepsi Fountain. SWC shall have the right, at its discretion, to have this net remaining book value calculation audited by an outside accounting firm of its choice. The purchase price for all Fountain Equipment in the aggregate at all Busch Entertainment Corporation theme parks, which are the subject of a separate agreement with Pepsi Fountain, and the Park shall not exceed Three Hundred Thousand Dollars (\$300,000).

(c) In addition, Pepsi Fountain and its Affected Bottlers will provide SWC, at their respective sole cost, repair and replacement service calls which are necessary to maintain or replace the supplied Fountain Equipment and Packaged Product Equipment, respectively. Service shall be provided within 24 hours, 7 days a week including holidays; provided, that at locations where the Fountain Equipment is the sole source of dispensing fountain beverages, service shall be provided within four (4) "open Park" hours as further set forth in Section 9(c).

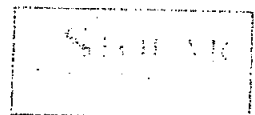
(d) Also, if requested by SWC, Pepsi Fountain and its Affected Bottlers will provide, to their respective Equipment, carbon dioxide (CO₂) to the Park, if in SWC's sole discretion, Pepsi Fountain and its Affected Bottlers can provide such carbon dioxide (CO₂) in a form compatible with current operational needs and at competitive market price. SWC acknowledges and agrees that the Affected Bottler will require refundable CO₂ canister deposit fees.

(e) Packaged Products packaged in plastic bottles shall be made available at locations designated by SWC.

(f) SWC shall consider the use of carts at the Park. Pepsi Fountain and its Affected Bottlers will pay for additional carts and other in-Park merchandising elements (such as clocks, menu boards, and so forth) as needed from the Merchandising Fund. SWC acknowledges and agrees that any carts purchased with the Merchandising Fund will primarily display Pepsi Product trademarks and logos during the entire Term.

(g) All operation and management of Park food and beverage outlets shall be the responsibility of, and at the discretion of, SWC.

(h) SWC shall review with Pepsi Fountain, at least twice per year, new points of access for all types of Pepsi Products, such as vending, coolers and carts, and employee vending. The proposal for new locations and quantities for such new points of access shall be subject to approval by SWC in its discretion, and if approved, shall be determined by Busch Entertainment Corporation's Corporate Culinary Operations after cooperation with Pepsi Fountain.



7. Miscellaneous

(a) Subject to SWC's prior written approval for each proposed use, Pepsi Fountain shall have the right to use the Park name, photographs, films or other representations of the Park in connection with domestic and international advertising or promotion of the Pepsi Products.

(b) Subject to SWC's prior written approval, Pepsi Fountain shall have the right to use the Park's characters and promotional elements (Park merchandise, sweepstakes trips, discounted admission) in advertising, consumer promotions and retail incentive programs.

(c) SWC shall provide Pepsi Fountain and Affected Bottlers with a discounted ticket program, if requested, enabling Pepsi Fountain and Affected Bottlers to obtain single-day tickets at a 20% discount off full-price admission to the Park for business or employee use (not for resale).

(d) SWC shall provide at no charge to Pepsi Fountain and Affected Bottlers access to Park hospitality rooms (where available) for small groups (4-8 people) when reserved in advance and if space is available.

(e) SWC shall provide Pepsi Fountain and Affected Bottlers with use of Park venues for hospitality functions at no charge (does not include admission, food or beverage). Catering for all in-Park events of Pepsi Fountain or an Affected Bottler 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.

(f) SWC shall provide Pepsi Fountain with category right of first refusal to participate as an advertiser in any SeaWorld TV special, series or print supplement, to the extent produced or controlled by SWC. SWC shall also use its best efforts to provide Pepsi Fountain with the opportunity to participate as an advertiser in any other SWC specials, series, or print supplements which are produced or controlled by SWC.

(g) SWC shall provide Pepsi Fountain with non-exclusive access to Park databases designated by SWC. Such databases shall, at all times, be the exclusive property of SWC and Pepsi Fountain shall not use or authorize the use of the databases or the information contained therein for any purposes other than the purposes approved in advance by SWC.

(h) SWC shall provide Pepsi Fountain with limited in-Park research opportunities and limited new-product trial opportunities (subject to SWC approval and guidelines, copies of which SWC shall provide to Pepsi Fountain in advance).

(i) SWC shall provide Pepsi Fountain with access to standard Park VIP programs and hospitality benefits for key Pepsi Fountain business associates and employees subject to SWC's approval as to timing, quantity and location.

(j) Except as specified below, all merchandising signage and menu board revisions (both to be mutually determined by the parties) which are required to showcase Pepsi Fountain's sponsorship shall be paid for by Pepsi Fountain with funds from the Merchandising Fund. If Pepsi Fountain requests such installations or revisions more often than one time per Contract Year, any incremental costs shall be at Pepsi Fountain's sole expense (exclusive of the Merchandising Fund).

(k) Pepsi Fountain and Affected Bottlers shall include the Park in a minimum of one Pepsi Product brand on-can, on-bottle or on-package consumer promotion in key Park markets during each



Contract Year, as mutually agreed. At a minimum, support will be provided to SWC as detailed in Exhibit A. SWC shall provide Park discounts, sweepstakes, overlays or other promotional support as mutually determined.

(l) Pepsi Fountain will use its best efforts to introduce SWC representatives to international PepsiCo marketing executives and to Frito-Lay marketing executives, and to facilitate consumer promotions with each of those groups.

8. Confidentiality

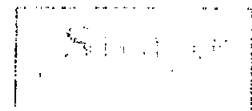
The parties agree that the provisions and the existence of this Agreement are confidential or proprietary in nature. Each party agrees that it will keep confidential the terms of this Agreement and such terms will not be disclosed in any manner whatsoever, in whole or in part, by either party or its agents, representatives or employees without the prior written consent of the other party unless such disclosure is required pursuant to a court order or government authority, whereupon the party required to make such disclosure will provide prompt notice to the other party prior to such disclosure. Moreover, each party agrees to disclose the terms of this Agreement only to its respective agents, representatives and employees who need to know of such terms and who agree to be bound by such terms. The foregoing obligations shall remain in effect for a period of two years after the expiration of this Agreement.

9. Termination

(a) Either party shall have the right at any time to terminate this Agreement, 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) material default by the other party in performance of any of the provisions of this Agreement (other than those defaults which are separately addressed in Section 9(e)), which default is not cured or for which substantial steps have not been taken to cure such default within thirty (30) days following written notice of such default to the defaulting party, and which default is not the result of a cause beyond the reasonable control of the defaulting party;
- (ii) if any of the representations or warranties made by the other party in this Agreement shall prove to be untrue in any material respect;
- (iii) the making by the other party of an assignment for the benefit of creditors;
- (iv) the appointment of a trustee, receiver or similar officer of any court for the other party or for a substantial part of the property of the other party, whether with or without the consent of the other party; or
- (v) the institution of bankruptcy, composition, reorganization, insolvency or liquidation proceedings by or against the other party without such proceedings being dismissed within thirty (30) days from the date of the institution thereof.

(b) SWC may terminate this Agreement at any time without liability if any Affected Bottler, Pepsi Fountain, PepsiCo, or an affiliate or subsidiary of any of them acquires control of or becomes



subject to the control of a third party whose primary business activity is either the production, distribution or sale (other than at retail) of alcohol or non-alcohol malt beverages or the operation of a theme Park. For purposes of this Agreement, the ownership of at least twenty percent (20%) of a party's outstanding shares having voting rights (under all circumstances) shall be deemed to constitute control of such party.

(c) Except with respect to circumstances constituting a Labor Activity (as defined in Section 15 hereof), SWC may terminate this Agreement at any time without liability if Pepsi Fountain, the Partnership or an Affected Bottler fails to provide any of the Pepsi Products to the Park upon reasonable request of SWC, such time not to exceed twelve (12) "open Park" hours of the original scheduled delivery appointment, or if Pepsi Fountain or an Affected Bottler fails to make repair and replacement service calls for Equipment within the response times set forth in Section 6(c), and such failure is the result of a cause within the reasonable control of Pepsi Fountain or an Affected Bottler. In the event Pepsi Fountain, the Partnership, or an Affected Bottler is unable for any reason other than a Labor Activity to supply Pepsi Products to the Park within twelve (12) "open Park" hours of SWC's order, or unable for any reason other than a Labor Activity to make Equipment repair and replacement service calls within twenty-four (24) hours, seven (7) days a week including holidays (and within four (4) "open Park" hours at locations where the Equipment is the sole source of dispersing fountain beverages), SWC shall be free to obtain products (including non-Pepsi Products and Competitive Products) from another source until Pepsi Fountain, the Partnership, or an Affected Bottler is able to resume delivery and/or replacement and repair service. Pepsi Fountain shall pay for or reimburse SWC for any actual documented costs related to purchasing products from such other source. As used in this Section 9(c), "**Open Park**" hours means the hours during which the Park is open for business.

(d) Either party may terminate this Agreement effective on the last day of any Contract Year for any reason or for no reason by giving the other party one hundred twenty (120) days prior written notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, subject to the repayment of the amount specified under subsection (f) hereof.

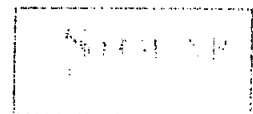
(e) SWC may terminate this Agreement at any time without liability in whole or in part as follows:

(i) pursuant to Section 14(c)(ii)(B) in the event of Test Failures with respect to THMs (as defined in Section 14(b)), provided that SWC's right of termination as a result of Test Failures shall be limited to the following:

[A] For two (2) Test Failures (as defined in Section 14(b)) in the aggregate at all Busch Entertainment Corporation theme parks (which are the subject of a separate agreement with Pepsi Fountain) in any Contract Year involving Aquafina or other water beverages, SWC may terminate this Agreement in part with respect to such water beverages; and

[B] For two (2) Test Failures in the aggregate at all Busch Entertainment theme parks in any Contract Year involving Packaged Products other than water beverages, SWC may terminate this Agreement in part with respect to Packaged Products.

(ii) if any Pepsi Product (whether at the Park or in the public marketplace) is found to be in breach of the representations and warranties set forth in Section 14(a) with respect to Fountain Products and in Exhibit D with respect to Packaged Products;



- (iii) if any Pepsi Product (whether at the Park or in the public marketplace) is under investigation for possible violations of the laws set forth in Section 14(a) with respect to Fountain Products and in Exhibit D with respect to Packaged Products, or under voluntary or mandatory recall with respect to the same; or
- (iv) if SWC has received a substantial number of repeated significant customer complaints, claims, or legal actions alleging death, illness or injury resulting from a defect in a Pepsi Product or from breach of the representations and warranties set forth in Section 14(a) and 14(b).

(f) Unless termination occurs on December 31, upon termination of this Agreement in its entirety the parties shall allocate amounts due from Pepsi Fountain to SWC with respect to the Contract Year of termination as follows:

- (i) Sponsorship Fee: SWC shall promptly refund to Pepsi Fountain a pro rata amount of the Sponsorship Fee for the Contract Year of termination of this Agreement, calculated as follows: the Sponsorship Fee payable for the appropriate Contract Year shall be multiplied by a fraction, the numerator of which is the attendance at the Park for the same period in the prior year as the period of time remaining in the current Contract Year after the effective date of termination, and the denominator of which is the total attendance for the Park for such prior year:

Example: Termination occurs on April 1, 2010.

Total attendance in 2009 is 100,000.

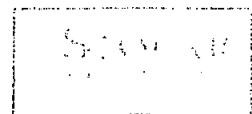
Attendance 4/1/09 – 12/31/09 is 75,000.

$\$1,710,000 \times \frac{75}{100} = \$1,282,500$ refund to Pepsi Fountain.

- (ii) Sponsorship Support Fund: Pepsi Fountain shall reimburse SWC for all mutually agreed upon expenditures from the Sponsorship Support Fund incurred prior to the effective date of termination of this Agreement; and
- (iii) Sponsorship Activities in Exhibit A: No adjustment shall be made with respect to the Sponsorship Activities in Exhibit A as a result of termination on a date other than December 31. In such event, subject to Section 9(g), Pepsi Fountain shall have no obligation to perform Sponsorship Activities in the Contract Year of termination subsequent to the date of termination, and SWC shall owe no amounts to Pepsi Fountain with respect to Sponsorship Activities performed by Pepsi Fountain prior to the date of termination.

(g) 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.

(h) Upon expiration of this Agreement, if SWC has not entered into a further agreement with Pepsi Fountain, SWC will surrender to Pepsi Fountain and/or individual Bottlers any and all units of



Packaged Product Equipment provided by Pepsi Fountain and/or such Bottlers for the exclusive distribution and display of Packaged Products not purchased by SWC through the Merchandising Fund.

10. Right of First Refusal-Advertising and Product Availability

Upon the expiration of the Term of this Agreement, Pepsi Fountain and its Affected Bottlers shall have the right of first refusal with respect to any similar agreement regarding advertising and product availability rights for Commercially Branded Beverages (as defined in Section 2 above). As used herein, the right of first refusal shall mean that SWC shall negotiate exclusively with Pepsi Fountain for a period of ninety (90) days prior to the expiration of this Agreement. After such exclusive negotiation period, SWC shall be free to negotiate with any person or party; however, if SWC receives a "bona fide offer" (as hereinafter defined) regarding such rights from a third party producer of Commercially Branded Beverages, then SWC shall be obligated to communicate such offer to Pepsi Fountain, and Pepsi Fountain shall have thirty (30) business days from the date of such communication to offer to contract with SWC on terms no less favorable to SWC than those contained in the bona fide offer of the third party. If Pepsi Fountain does not offer to contract with SWC, SWC shall be free to enter into any agreement with any third party. As used herein, the term "bona fide offer" shall mean a proposed agreement concerning rights and obligations similar to those herein, which agreement, if executed by SWC and the third party would be legally binding. This Section 10 shall apply to theme parks that SWC opens, acquires or of which SWC acquires the right to manage all operating functions, provided, however, that this Section 10 shall not apply to any such theme park that is encumbered with a pre-existing agreement regarding advertising and product availability rights for Commercially Branded Beverages.

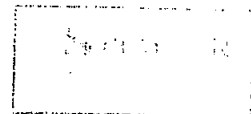
11. Authority

Each party represents and warrants that it has the full right and authority to enter into this Agreement and to grant and convey the rights set forth herein.

12. Indemnification

(a) SWC shall indemnify and hold Pepsi Fountain harmless from and against any and all claims, complaints, losses, amounts paid in settlement, damages, costs and expenses, and liabilities (including any claimants' reasonable attorneys' and experts' fees and Pepsi Fountain's reasonable attorneys' and experts' fees incurred by Pepsi Fountain in the defense of such claims, whether or not suit is filed, and at trial and all stages of appeal, and in any bankruptcy, insolvency or similar proceeding) (collectively, "Claims"), arising out of or in connection with: (i) any breach or alleged breach by SWC of any provision of this Agreement; or (ii) any act or omission to act of SWC, its employees or agents in the performance of this Agreement or in furtherance of the purposes of this Agreement. SWC shall be notified promptly of any such Claims; provided, however, that no delay on the part of Pepsi Fountain in notifying SWC shall relieve SWC from any obligation hereunder unless (and then solely to the extent) SWC thereby is prejudiced.

(b) Pepsi Fountain shall indemnify and hold SWC harmless from and against any and all Claims (including any claimants' reasonable attorneys' and experts' fees and SWC's reasonable attorneys' and experts' fees incurred by SWC in the defense of such Claims, whether or not suit is filed, and at trial and all stages of appeal, and in any bankruptcy, insolvency or similar proceeding), arising out of or in connection with: (i) any breach or alleged breach by Pepsi Fountain of any representation, warranty or other provision of this Agreement; (ii) any act or omission to act of Pepsi Fountain, its employees or agents in the performance of this Agreement or in furtherance of the purposes of this Agreement; (iii) the character, contents and subject matter of the Advertising Copy supplied by Pepsi Fountain; or (iv) the production, marketing, sale and/or distribution of any Fountain Products, including without limitation, product quality and safety, and any



customer or consumer complaints, claims or legal actions alleging death, illness or injuries resulting from a defect in the article provided by Pepsi Fountain but only to the extent that [A] such claim is not the result of the gross negligence or willful misconduct on SWC's part or on the part of SWC's agents, employees or customers, and [B] the merchandise was handled under reasonable and customary conditions of sale by SWC from the time of arrival of the merchandise until final sale to the consumer. Pepsi Fountain shall be notified promptly of any such Claims; provided, however, that no delay on the part of SWC in notifying Pepsi Fountain shall relieve Pepsi Fountain from any obligation hereunder unless (and then solely to the extent) the Pepsi Fountain is thereby prejudiced.

(c) Pepsi Fountain shall cause each Affected Bottler to deliver a substantially similar indemnification to that set forth in Section 12(b) above, in the form of Exhibit D hereto, incorporated herein by reference (the "Bottler's Indemnification"). The Bottler's Indemnification shall be duly executed by each Affected Bottler, and shall be delivered by Pepsi Fountain as follows:

- (i) with respect to Bottlers who are Affected Bottlers on the date of execution of this Agreement, Pepsi Fountain shall deliver the duly executed Bottler Indemnification simultaneously with execution and delivery of this Agreement by Pepsi Fountain; and
- (ii) with respect to Bottlers who may become Affected Bottlers after execution of this Agreement, Pepsi Fountain shall deliver the duly executed Bottler Indemnification prior to commencement of performance of this Agreement by any such new or substitute Affected Bottler.

Time is of the essence with respect to delivery of the Bottler's Indemnification.

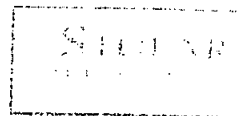
(d) The indemnitee shall give the indemnitor prompt notice of any Claim or suit coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any Claim, demand or action against such indemnitee with counsel reasonably satisfactory to the 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 indemnitor from the indemnity as to the Claim, demand or action so settled. Termination or expiration of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

(e) The indemnities in this Section 12 shall survive expiration or earlier termination of this Agreement.

13. Insurance

Pepsi Fountain and each Affected Bottler, respectively, shall provide SWC with the following on or before the execution of this Agreement (or, with respect to a Bottler who is subsequently added as a party affected by this Agreement, within five (5) days of such Bottler's assumption of duties under this Agreement): a certificate from its qualified and licensed insurer acceptable to SWC certifying that it has insurance coverage for the following:

- (i) The legal liability of Pepsi Fountain and each Bottler under the workers' compensation act of any state, and under any other employee benefit statute or similar law, to pay claims for bodily injuries, including death and disease, sustained by employees in full statutory amounts required



by the applicable state statutes to fully cover Pepsi Fountain and each Bottler for such risk. Employers' Liability coverage shall be included with a limit of liability of not less than \$2,000,000.00 each accident, and \$2,000,000.00 each employee for disease. A waiver of subrogation in favor of SWC shall be obtained from the workers' compensation and employers' liability insurer unless prohibited by applicable law.

- (ii) The legal liability of Pepsi Fountain and each Bottler to pay claims for damage to property, and for injuries to or death of any person or persons (including, without limitation, automobile exposure). Such insurance shall be 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) The contractual liability assumed by the Pepsi Fountain under Section 12 above or the contractual liability assumed by the Bottler pursuant to the Bottler's Indemnification, respectively, with such insurance written with limits of not less than those specified in clause (ii) above.

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

"Busch Entertainment Corporation; Sea World, Inc.; Sea World of Florida, Inc.; Sea World of Texas, Inc; Discovery Cove; Busch Gardens Tampa; Bush Gardens Williamsburg; Sesame Place; Water Country USA; Aquatica; and Adventure Island, 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."

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 provide that SWC 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 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, SWC 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 SWC hereunder.

Pepsi Fountain shall be responsible for causing each Affected Bottler to satisfy the requirements of this Section 13.

14. Compliance with Government and SWC Standards

(a) Pepsi Fountain represents and warrants that the Fountain Products supplied (i) will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetics Act, and any amendment thereto, including but not limited to the Food Additives Amendment, and shall not be articles of food which may not be sold in interstate commerce under the provisions of Sections 4 and 5 of such Act, (ii) will not be adulterated or misbranded or packaged in misbranded containers within the meaning of the terms



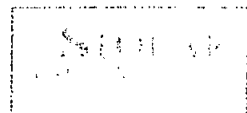
of the Federal Hazardous Substances Labeling Act, (iii) will not be adulterated or misbranded within the meaning of any state or local law or regulation which is comparable to the Federal Food, Drug, and Cosmetic Act or the Federal Hazardous Substances Labeling Act, and (iv) will be good and merchantable and fit for the purposes for which they are intended.

This warranty is in like terms extended and shall be applicable to any lawful state laws or municipal ordinances in which the definitions of adulteration or misbranding are substantially the same as those in said federal act. By the acceptance of this warranty, SWC, its divisions or subsidiaries agree to notify Pepsi Fountain promptly, in writing, of any demand, complaint or proceeding for a claimed violation of any of the above-mentioned laws, which involve or concern Pepsi Fountain, giving the name and address of the complaining party and the product concerned.

(b) Pepsi Fountain represents and warrants that the Post-Mix Products supplied shall contain no more no more than 5.5 ppb of total trihalomethanes ("THMs") (the "THM Concentration"). If necessary, at Pepsi Fountain's expense, Pepsi Fountain shall direct ship Fountain Products to replace local source(s) of supply in the quantities necessary to ensure that the THM Concentration is achieved. SWC, or an affiliated company of SWC shall have the right at any time, at SWC's expense, to randomly test any Pepsi Product, whether a Fountain Product or Packaged Product received at the Parks for THM Concentrations. SWC's THM testing is expected to be by means of headspace gas chromatography, pursuant to the protocol titled "The Determination of Total Trihalomethanes in Water, Beer and Soda Standard Operating Procedure" (Oct. 24, 2001) (the "Current THM Test Protocol"); provided, however, SWC shall have the right to test by any methodology and to test for any species of THMs it deems appropriate upon giving notice to Pepsi Fountain of any change in SWC's test methodology or the species of THM's to be screened. In the event SWC elects to test for one or more species of THM's, SWC shall have the right to establish a species-specific limit. Pepsi Fountain consents and agrees that the Current THM Test Protocol is an acceptable methodology for purposes of this Agreement of testing for THM's. SWC agrees to share protocols and methodology with Pepsi Fountain and agrees to give Pepsi Fountain an opportunity to validate any new testing method. In the event any new testing method, when employed by Pepsi Fountain, fails to produce statistically equivalent results to those obtained by SWC using the new testing method, the parties agree to collaborate in investigating the discordant results, and the new testing method shall not be employed by the parties for purposes of this Agreement until the parties have obtained statistically equivalent results. A "Test Failure" hereunder shall be defined as either (i) test results showing total THMs to be greater than 5.5 ppb, or (ii) test results showing any species of THMs to be higher than the SWC standard for that species, as established by SWC's written notice to Pepsi Fountain. SWC shall promptly notify Pepsi Fountain in writing of any Test Failure, and shall forward a sample of the Pepsi Product producing the Test Failure to an address designated by Pepsi Fountain. Regardless of any parallel testing by Pepsi Fountain, SWC's test results shall be determinative of the parties' rights and obligations hereunder.

(c) In addition to SWC's rights of termination set forth in Section 9(e), the parties shall have the following rights and remedies (but not as an election of remedies) with respect to breach of the provisions of Section 14(a) and 14(b):

- (i) In the event of a Test Failure, SWC shall have the right to reject the entire shipment of Post-Mix Products from which the failed sample was taken, notwithstanding any prior payment for the rejected Post-Mix Product by SWC (if any), and notwithstanding any other actions of SWC that may otherwise be deemed to constitute SWC's acceptance under the Uniform Commercial Code or other applicable laws. In the event of such rejection, within seventy-two (72) hours of receiving supporting

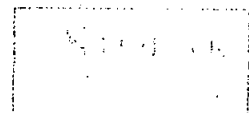


documentation respecting the Test Failure results from SWC, Pepsi Fountain shall provide conforming Post-Mix Products (including without limitation less than 5.5 ppb total THMs) in quantities equal to the quantity of the rejected Post-Mix Products. Pepsi Fountain shall be responsible for causing Affected Bottlers to comply with the immediately preceding sentence with respect to Packaged Products.

In the event conforming Post-Mix Products in a quantity equal to the rejected Post-Mix Products plus the quantity needed to meet future demand cannot be supplied within seventy-two (72) hours of SWC's notice to Pepsi Fountain of a Test Failure, SWC shall be entitled to purchase Competitive Products to satisfy its requirements, whether in the form of cans, bottles, or dispensed drink for so long SWC reasonably believes Pepsi Fountain will be unable to supply conforming Post-Mix Product. Pepsi Fountain shall reimburse to SWC all actual costs incurred by SWC in connection with rejected shipments of Post-Mix Products, including without limitation any SWC payments for the rejected Post-Mix Products, shipping costs paid by SWC to bring the rejected shipment to the Park and from the Park for disposal, and disposal costs. Pepsi Fountain shall be responsible for causing Affected Bottlers to comply with reimbursement of SWC for rejected Packaged Products on the same terms as set forth in the immediately preceding sentence with respect to Post-Mix Products.

- (ii) Upon occurrence of any of the following:
 - (A) breach of the representations and warranties in Section 14(a);
 - (B) breach of the representations and warranties set forth in any executed Bottler Indemnification;
 - (C) the occurrence of two (2) Test Failures as set forth in Section 9(e)(i)[A] or 9(e)(i)[B];
 - (D) any Pepsi Product sold hereunder is under investigation for possible violation of the laws or representations and warranties set forth in Section 14(a), or under voluntary or mandatory recall with respect to the same; or
 - (E) SWC has received substantial and repeated customer complaints, claims, or legal actions alleging death, illness or injuries resulting from a defect in a Pepsi Product or from breach of the representations and warranties set forth in Sections 14(a) and 14(b)

SWC shall have the right (i) to terminate its purchase of one or more of the Pepsi Products at issue in the above occurrences without termination of other Pepsi Products, (ii) to terminate its purchase of all Packaged Products without termination with respect to Fountain Products, (iii) to satisfy its requirements for the Pepsi Product terminated with Competitive Products, and/or (iv) to terminate this Agreement.



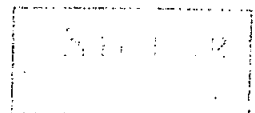
(d) The representations and warranties set forth in paragraph 14(a) and 14(b) shall be true as of the date hereof and continuously throughout the Term, and shall survive expiration or termination of this Agreement.

(e) Pepsi Fountain shall cause each Affected Bottler to deliver a representation and warranty with respect to Packaged Products substantially similar to that set forth in paragraphs 14(a) and 14(b) above, in the form contained in the Bottler's Indemnification attached hereto as **Exhibit D**. The Bottler's Indemnification shall be delivered at the times set forth in paragraph 12(c). Time is of the essence with respect to such delivery.

15. **Force Majeure.** No party shall be liable to any other party for any failure or refusal to perform hereunder if such failure or refusal is caused by matters beyond the control of the party so failing or refusing to perform, including, without limitation, acts of God, governmental laws, rules or orders, riot or civil disturbance or other causes, whether similar or dissimilar (collectively, a "**Force Majeure Event**"); provided, however, that any strike, sympathy strike, lockout, picketing, or other labor dispute or labor disturbance, whether addressed to Pepsi Fountain, SWC, or an affiliate of either of them (an "**affiliate**" as used herein shall include, without limitation, the Partnership and any Affected Bottler) (collectively, a "**Labor Activity**") shall be a Force Majeure Event that excuses performance by Pepsi Fountain, the Partnership, or any Affected Bottler hereunder only to the limited extent set forth in this Section 15.

In the event of a Labor Activity affecting Pepsi Fountain, or any affiliate thereof, Pepsi Fountain agrees to use, and to employ best efforts to cause its affiliates to use, management personnel or other commercially reasonable means to produce the Pepsi Products and deliver them in a volume sufficient to satisfy SWC's requirements, and to maintain and repair Equipment as required hereby. If Pepsi Fountain or any affiliate thereof is unable to do so, then with respect to the Park and for a period not to exceed ninety (90) days following commencement of such Labor Activity, SWC shall have the right, in its discretion, either (i) to purchase Pepsi Products and Equipment maintenance/services for the Park from other sources subject to reimbursement by Pepsi Fountain for the documented cost difference in purchasing and delivering such substitute Pepsi Products and Equipment maintenance/service, or (ii) to purchase and serve Competitive Products in the Park during the ninety (90) day period, subject to reimbursement by Pepsi Fountain as provided above. If such Labor Activity continues beyond such ninety (90) day period, then upon expiration of such ninety (90) day period, SWC shall have the right, in its discretion, either to continue to exercise the rights granted to it during the initial ninety (90) day period, or to terminate this Agreement for material default by Pepsi Fountain (without notice to Pepsi Fountain or opportunity to cure as otherwise required for such default by Section 9(a)(i)).

Any party failing to perform or which is delayed in performance herewith because of a Force Majeure Event, shall give written notice to the other party within ten (10) days after the occurrence of any such event and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing its obligation hereunder. Notwithstanding anything in the foregoing to the contrary, neither party shall be absolved from its failure to make monetary payments required hereunder, to purchase insurance required hereunder, or to indemnify, defend and hold harmless the other as required above as to those matters for which each is responsible. Except as otherwise provided above with respect to SWC's alternatives in the event of Labor Activity, during the pendency of any other Force Majeure Event that is restricting or completely preventing Pepsi Fountain or any affiliate thereof from (i) production or delivery of Pepsi Products, or (ii) Fountain Equipment/Packaged Product Equipment repair and maintenance, SWC shall have the right, in addition to all other rights and remedies and not as an election of remedies, to purchase Competitive Products to satisfy its requirements, whether in the form of cans, bottles, or dispensed drink, and to retain other vendors for Equipment repair and maintenance.



16. Notices

Any notice or other communication hereunder shall be in writing and shall be deemed given and received (i) three (3) days after deposit in the United States mail, postage prepaid, via registered or certified mail, return receipt requested, or (ii) one (1) day after mailing by overnight courier, marked for next day delivery, with payment arranged for, in each case with proof of delivery provided, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing:

If to Pepsi Fountain:

Pepsi-Cola Fountain Company, Inc.
622 Emerson Drive Ste 350
St. Louis, Missouri 63141
Attn: Mike Nast

With a copy to:
Pepsi-Cola Fountain Company, Inc.
700 Anderson Hill Road
Purchase, NY 10577
Attn: Vice President, Entertainment Accounts

With a copy to:
Pepsi-Cola Fountain Company, Inc.
700 Anderson Hill Road
Purchase, NY 10577
Attn: Division Counsel

If to any Bottler:

c/o Pepsi-Cola Fountain Company, Inc.

Attn: _____

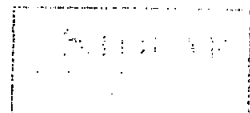
If to SWC:

Sea World, Inc.
500 SeaWorld Drive
San Diego, CA 92109
Attn: _____

and with a copy to:

Busch Entertainment Corporation
9205 South Park Center Loop, Suite 400
Orlando, Florida 32819
Attn: Senior Vice President Marketing

and with a copy to the same address:



Attn: John Sartorius, Vice President Partnership

and:

Attn: Ina Muenchenberg, Culinary Operations

and with a copy to:

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

17. General Representations and Warranties

Each party hereby represents and warrants to the other as follows:

(a) all necessary approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated;

(b) The warranting party has the right and is free to enter into and fully perform this Agreement in accordance with its terms.

(c) The execution, delivery and performance of this Agreement by the warranting party does not and will not violate or cause a breach of any other agreement or obligation to which the warranting party is a party or by which the warranting party is or may be bound, and no approval or other action by any third party is required in connection herewith.

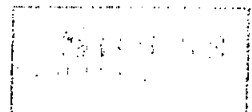
(d) The warranting party has not and shall not enter into any other agreement or do any act or thing which might interfere with the full and complete performance of the warranting party's obligations hereunder or non-warranting exploitation of its rights hereunder.

(e) The representations, warranties, remedies, and indemnities specified in this Agreement (including, without limitation, those specified in Section 1(c), 14(a), 14(b), and 27) shall survive the expiration or earlier termination of this Agreement, shall not be deemed waived either by reason of acceptance of goods or payment, and shall be in addition to those implied by or available at law.

(f) The provisions of this Section 17 shall survive the expiration or earlier termination of this Agreement.

18. Acquisition and Assignment

This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party; provided that Pepsi Fountain shall have the right to cause Affected Bottlers and the Partnership to perform Pepsi Fountain's duties and obligations hereunder as further set forth in Section 1(b) hereof, and further provided, that SWC shall have the right of assignment with respect to sale or lease of the Park set forth in Section 26 hereof.



19. Modifications

No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.

20. Relationship of Parties

The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind any other in any respect.

21. Governing Law

This Agreement is made in the State of Missouri and shall be governed by and construed in accordance with the laws of the State of Missouri applicable to contracts wholly made and performed therein, without regard to such state's principles of conflicts of laws.

22. Retention of Rights

Neither party shall obtain, by this Agreement, any right, title or interest in any other party's corporate or trade name, logos, trademarks, service marks, copyrights or other intellectual property (collectively "**Trademarks**"), nor shall this Agreement give SWC, on the one hand, or Pepsi Fountain, the Partnership, or an Affected Bottler, on the other hand, the right to use, refer to, or incorporate in marketing or other materials any of the other party's Trademarks without prior written consent of the other. Each proposed use by a party of the other party's Trademarks shall be subject to such party's prior written approval, and all such use shall inure to the exclusive benefit of the owner of the Trademarks.

23. Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

24. Expenses.

(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, Pepsi Fountain shall maintain such books and records (collectively, "**Records**") as are necessary to substantiate that (i) Pepsi Fountain is in compliance with this Agreement, and (ii) no payments have been made, directly or indirectly, by or on behalf of Pepsi Fountain to or for the benefit of any SWC 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, "payment" shall include money, property, services and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. SWC and/or its representatives shall have the right at any time during normal business hours, upon twenty-four (24) hours' notice, to examine said Records which audit shall be applicable to a period not to exceed 24 months prior to the date of such notice. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.



25. Entire Agreement

The following shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party: (i) this Agreement, including all exhibits hereto, and (ii) various purchase orders and invoices issued pursuant to this Agreement from time to time by SWC, the Park; Pepsi Fountain, and Affected Bottlers; provided, that in the event of any inconsistency or ambiguity between the terms of any purchase order issued by SWC or invoice issued by Pepsi Fountain or an Affected Bottler, on the one hand, and this Agreement on the other hand, this Agreement shall control, and further provided, that silence in one document shall not be deemed to be a conflict or ambiguity with the express terms of another document. This Agreement may be amended only in writing signed by each of the parties hereto expressly referring to this Agreement. Notwithstanding anything to the contrary in any purchase order, payment by SWC for Fountain Products and Packaged Products purchased pursuant to this Agreement shall be due as set forth in Paragraph 4(f) hereof.

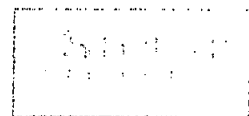
26. Sale, Lease, Transfer or Closure of the Park. Notwithstanding anything contained herein to the contrary, SWC shall have the following rights in the event of the sale, lease, sublease or transfer of the Park after execution of this Agreement to a third party not affiliated with SWC or Busch Entertainment Corporation or in the event SWC closes the Park:

(a) Assignment: Upon thirty (30) days prior written notice to Pepsi Fountain, SWC shall have the right to assign this Agreement in the event the Park has been sold, leased, subleased, or otherwise transferred by SWC to a third party. Such assignment shall be effective upon delivery to Pepsi Fountain of an Assignment and Assumption Agreement duly executed by SWC and the lessee or transferee, pursuant to which the lessee or transferee assumes all rights and obligations of SWC hereunder. Upon delivery of such Assignment and Assumption Agreement, SWC shall have no further rights or obligations under this Agreement.

(b) Termination: No less than thirty (30) days after Pepsi Fountain's receipt of written notice from SWC, SWC may terminate this Agreement in the event that SWC ceases to operate the Park for more than thirty (30) continuous days during the Park's annual operating season. Such notice shall be deemed received by Pepsi Fountain as set forth in paragraph 16 hereof.

(c) Signage: Unless an Assignment and Assumption Agreement has been entered into as provided for in Section 26(a), signage and other personal property belonging to Pepsi Fountain, the Partnership, or an Affected Bottler in the Park when it is sold, leased, subleased or transferred to a third party, or closed, shall upon SWC's written request be removed by Pepsi Fountain, the Partnership, or the Affected Bottler. In the event Pepsi Fountain, the Partnership, or the Affected Bottler fails to remove such property within thirty (30) days of the date of SWC's request, SWC shall have the right to remove such property without obligation to preserve the property and without liability for any damage to or destruction of the same.

27. Substance Abuse. Pepsi Fountain represents and warrants that a substance abuse policy is in effect on the date of execution of this Agreement, and will be in effect continuously throughout the Term, with respect to Pepsi Fountain, the Partnership and all Affected Bottlers, and that under such policies, (i) at all times during the Term, all employees of Pepsi Fountain, the Partnership, and any Affected Bottler who are present on SWC property pursuant to this Agreement shall be subject to random, post-accident, and reasonable suspicion testing, and (ii) any employee of Pepsi Fountain, the Partnership, or any Affected Bottler who fails such testing, and whose tasks require entry onto SWC property, shall be promptly removed from servicing the SWC account and a suitable replacement shall be supplied. SWC shall have the right to require Pepsi Fountain, the Partnership, or any Affected Bottler, as the case may be, to perform post-accident and



reasonable suspicion testing of any employee of Pepsi Fountain, the Partnership, or any Affected Bottler whose tasks involve presence on SWC property. Pepsi Fountain shall be responsible for causing the Partnership and Affected Bottlers to comply with this Section 27.

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

PEPSI-COLA FOUNTAIN COMPANY, INC.

By: Michael Nast
Printed Name: Michael Nast
Title: Group Manager
Date: 7-2-08

SEA WORLD, INC.

By: [Signature]
Printed Name: J. Arhison
Title: President
Date: 7/17/08

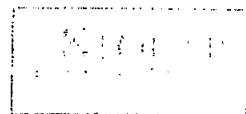


EXHIBIT A

PEPSI FOUNTAIN SPONSORSHIP ACTIVITIES
(Refer to Paragraph 4(c))

Pepsi Fountain shall provide, at its sole expense, the following sponsorship value for each Contract Year:

SeaWorld of California (as available):

25 million can panels

:15 radio tags, minimum 6 weeks

Retail account specific or market wide promotion

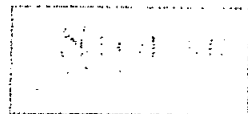


EXHIBIT B

PRICING AND PRICE ADJUSTMENTS

(Refer to Paragraphs 5(b), 5(c) and 5(e))

(1) **Basis for Pricing:** Pricing in this Exhibit B is stated in terms of unit price. For convenience, current equivalent prices are stated in terms of the case price. All price adjustments shall be stated in terms of unit price; provided, the parties may agree for convenience to also state price adjustments in terms of the case price. The unit price shall be the controlling price in all instances, regardless of any change in the number of units included in a case, or other changes in packaging configuration or case price. Each Contract Year the pricing shall increase effective on January 1st.

(2) **Packaged Products.** As used below "Non-Carbs" do not include Aquafina.

(a) **Contract Price:** During the 2008 Contract Year, Pepsi Fountain and/or the Affected Bottlers shall supply SWC the following Products/Prices:

<i>Products</i>	<i>Price/Case</i>	<i>Case Configuration</i>
20 oz CSD / Non-Carbs (For Packaged Products sold at the Park as of January 1, 2008)	\$16.50	24 bottles
12 oz Cans CSD / Non-Carbs (For Packaged Products sold at the Park as of January 1, 2008)	\$8.00	24 cans
15.2 oz Dole	\$10.00	12 bottles

(b) **Price Adjustment:** After the 2008 Contract Year, and subject to Section 5(c) of the Agreement, unit prices for all Packaged Products (other than Aquafina) may be adjusted at no more than a three and one-half percent (3.5%) increase in any Contract Year; provided however, that the Affected Bottler may increase prices above 3.5% if an increase in the total cost of goods sold, including, concentrate prices, labor, fuel and raw materials associated with the manufacture and/or distribution of the Packaged Products increases by more than 3.5%. Upon written notification by Pepsi Fountain or the Affected Bottler to SWC evidencing such cost increases and supported with a mutually agreeable standardized industry source (e.g. CPI, PPI), and detailed supporting market information specific to Pepsi Fountain and/or the Affected Bottler, SWC shall objectively review whether such price increases are warranted based on the information presented. SWC shall not unreasonably withhold its approval. Notwithstanding the foregoing, Pepsi Fountain and Affected Bottler agree that under such circumstances, any such price increase shall not exceed four percent (4%) of the then-current price for Packaged Products. If for any extraordinary reasons pricing increases proposed by Pepsi Fountain or the Affected Bottler exceeds four percent (4%), then the Parties agree to meet within twenty-one (21) days and to discuss in good faith such proposed increase and supporting information, but in that event, it shall still be in sole SWC's discretion to determine if it agrees to any price increase above four percent (4%). If SWC does not agree in writing to increase prices above 4%, the price increase shall be capped at 4%.



(3) Aquafina:

(a) Contract Price: During the 2008 Contract Year the Pepsi Group shall supply SWC with 20 oz. Aquafina bottles at the price of \$0.427 per bottle unit (currently equivalent to \$10.25 per 24 unit case), subject to a rebate of \$0.146 per bottle unit (currently equivalent to a rebate of \$3.50 per case), for a net price after rebate of \$0.281 per bottle unit (currently equivalent to \$6.75 per case). ("Aquafina Rebate"). The Aquafina Rebate shall increase by the same percentage increase of the Price Adjustment for 20 oz Aquafina. For example: If on January 1, 2009 20 oz Aquafina increases by 3.5% to \$10.61, then the Aquafina Rebate of \$3.50/case shall increase by 3.5% to \$3.62/case.

(b) Price Adjustment: After the 2008 Contract Year, and subject to Section 5(c) of the Agreement, unit prices for Aquafina may be adjusted at no more than a three and one-half percent (3.5%) increase in any Contract Year; provided however, that the Affected Bottler may increase prices above 3.5% if an increase in the total cost of goods sold, including, labor, fuel and raw materials associated with the manufacture and/or distribution of Aquafina increases by more than 3.5%. Upon written notification by Pepsi Fountain or the Affected Bottler to SWC evidencing such cost increases and supported with a mutually agreeable standardized industry source (e.g. CPI, PPI), and detailed supporting market information specific to Pepsi Fountain and/or the Affected Bottler, SWC shall objectively review whether such price increases are warranted based on the information presented. SWC shall not unreasonably withhold its approval. Notwithstanding the foregoing, Pepsi Fountain and Affected Bottler agree that under such circumstances, any such price increase shall not exceed four percent (4%) of the then-current price for Aquafina. If for any extraordinary reasons pricing increases proposed by the Pepsi Fountain or the Affected Bottler exceeds four percent (4%), then the Parties agree to meet within twenty-one (21) days and to discuss in good faith such proposed increase and supporting information, but in that event it shall be in SWC's sole discretion to determine if it agrees to any price increase above four percent (4%). If SWC does not agree in writing to increase prices above 4%, the price increase shall be capped at 4%.

(4) Fountain:

(a) Contract Price: SWC shall be provided with Pepsi's national account published fountain pricing. The current national account fountain pricing is \$10.04/gal for each 5 gal BIB, and \$10.37/gal for each 3 gal BIB.

(b) Price Adjustment: After the 2008 Contract Year, and subject to Section 5(b) of the Agreement, pricing can adjust annually in accordance with Pepsi's national account published pricing.

All price changes shall be documented with, and shall be effective only upon: (i) 45 days written notice of price changes from Pepsi Fountain's primary account representative to Busch Entertainment Corporation's Corporate Director of Culinary Operations, and (ii) and written acceptance of such price changes, if applicable, in accordance with Sections 2(b) and 3(b) of this Exhibit B.



EXHIBIT C

[INENTIONALLY OMITTED]



EXHIBIT D: BOTTLER'S INDEMNIFICATION

(Refer to Paragraph 12(c))

The undersigned bottler ("Bottler") who is licensed by Pepsi-Cola Fountain Company, Inc. ("Pepsi Fountain"), PepsiCo, Inc., and/or the Pepsi/Lipton Tea Partnership to distribute products produced by one or more of them, represents and warrants to, and indemnifies Sea World, Inc. ("SWC") with respect to the following:

1. Acknowledgement of Agreement

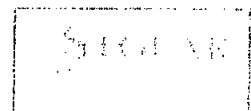
Bottler has been provided with a copy of a certain Agreement between Pepsi Fountain and SWC, dated January 1, 2008 (the "Pepsi Agreement") a copy of which is attached hereto and incorporated herein by reference. Bottler is aware of the provisions of the Pepsi Agreement pertaining to Bottler. All capitalized terms not defined in this Bottler's Indemnification shall have the meaning set forth in the Pepsi Agreement.

2. Compliance with Government and SWC Standards

(a) Bottler represents and warrants that the Packaged Products supplied by Bottler (i) will not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetics Act, and any amendment thereto, including but not limited to the Food Additives Amendment, and shall not be articles of food which may not be sold in interstate commerce under the provisions of Sections 4 and 5 of such Act, (ii) will not be adulterated or misbranded or packaged in misbranded containers within the meaning of the terms of the Federal Hazardous Substances Labeling Act, (iii) will not be adulterated or misbranded within the meaning of any state or local law or regulation which is comparable to the Federal Food, Drug, and Cosmetic Act or the Federal Hazardous Substances Labeling Act, and (iv) will be good and merchantable and fit for the purposes for which they are intended.

This warranty is in like terms extended and shall be applicable to any lawful state laws or municipal ordinances in which the definitions of adulteration or misbranding are substantially the same as those in said federal act. By the acceptance of this warranty, SWC, its divisions or subsidiaries agree to notify Pepsi Fountain promptly, in writing, of any demand, complaint or proceeding for a claimed violation of any of the above-mentioned laws, which involve or concern Bottler, giving the name and address of the complaining party and the product concerned. Bottler understands and agrees that it shall be the responsibility of Pepsi Fountain to forward such notice to Bottler.

(b) Bottler represents and warrants that the Packaged Products supplied by Bottler shall contain no more than 5.5 ppb of total trihalomethanes ("THMs") (the "THM Concentration"). If necessary, at Bottler's expense, Bottler shall direct ship Packaged Products to replace local source(s) of supply in the quantities necessary to ensure that the THM Concentration is achieved. SWC or an affiliated company of SWC shall have the right at any time, at Bottler's expense, to randomly test any Packaged Product received at SeaWorld of California (the "Park") for THM Concentrations. SWC's THM testing is expected to be by means of headspace gas chromatography, pursuant to the protocol titled "The Determination of Total Trihalomethanes in Water, Beer and Soda Standard Operating Procedure" (Oct. 24, 2001) (the "Current THM Test Protocol"); provided, however, SWC shall have the right to test by any methodology and to test for any species of THMs it deems appropriate upon giving notice to Pepsi Fountain of any change in SWC's test methodology or the species of THM's to be screened. Bottler agrees that it shall be the sole responsibility of Pepsi Fountain to transmit any such notice to Bottler. In the event SWC elects to test for one or more species of THM's, SWC shall have the right to establish a species-specific limit. Bottler consents and agrees that the Current THM Test Protocol



is an acceptable methodology for purposes of this Agreement of testing for THM's. SWC agrees to share protocols and methodology with Bottler and agrees to give Bottler an opportunity to validate any new testing method. In the event any new testing method, when employed by Bottler, fails to produce statistically equivalent results to those obtained by SWC using the new testing method, the parties agree to collaborate in investigating the discordant results, and the new testing method shall not be employed by the parties for purposes of this Agreement until the parties have obtained statistically equivalent results. A "Test Failure" hereunder shall be defined as either (i) test results showing total THMs to be greater than 5.5 ppb, or (ii) test results showing any species of THMs to be higher than the SWC standard for that species, as established by SWC's written notice to Pepsi Fountain. SWC shall promptly notify Pepsi Fountain in writing of any Test Failure, and shall forward a sample of the Pepsi Product producing the Test Failure to an address designated by Pepsi Fountain. Bottler agrees that it shall be the sole responsibility of Pepsi Fountain to transmit any such notice to Bottler. Regardless of any parallel testing by Pepsi Fountain or Bottler, SWC's test results shall be determinative of the parties' rights and obligations hereunder.

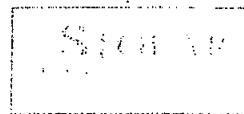
(c) In addition to SWC's rights of termination set forth in Section 9(e) of the Agreement, SWC shall have the following rights and remedies (but not as an election of remedies) with respect to breach of the provisions of Sections 2(a) and 2(b) of this Bottler's Indemnification:

(i) In the event of a Test Failure, SWC shall have the right to reject the entire shipment of Packaged Products from which the failed sample was taken, notwithstanding any prior payment for the rejected Packaged Product by SWC (if any), and notwithstanding any other actions of SWC that may otherwise be deemed to constitute SWC's acceptance under the Uniform Commercial Code or other applicable laws. In the event of such rejection, within seventy-two (72) hours of receiving supporting documentation respecting the Test Failure results from SWC, Bottler shall provide conforming Packaged Products (including without limitation less than 5.5 ppb total THMs) in quantities equal to the quantity of the rejected Packaged Products.

In the event conforming Packaged Products in a quantity equal to the rejected Packaged Products plus the quantity needed to meet future demand cannot be supplied within seventy-two (72) hours of SWC's notice to Pepsi Fountain of a Test Failure, SWC shall be entitled to purchase Competitive Products to satisfy its requirements, whether in the form of cans, bottles, or dispensed drink for so long SWC reasonably believes the Bottler will be unable to supply conforming Packaged Product. Bottler shall reimburse to SWC all actual costs incurred by SWC in connection with rejected shipments, including without limitation any SWC payments for the rejected Packaged Products, shipping costs paid by SWC to bring the rejected shipment to the Park and from the Park for disposal, and disposal costs.

3. Indemnification

(a) Bottler shall indemnify and hold SWC harmless from and against any and all claims, complaints, losses, amounts paid in settlement, damages, costs and expenses, and liabilities (including any claimants' reasonable attorneys' and experts' fees and SWC's reasonable attorneys' and experts' fees incurred by SWC in the defense of such claims, whether or not suit is filed, and at trial and all stages of appeal, and in any bankruptcy, insolvency or similar proceeding) (collectively "Claims"), arising out of or in connection with: (i) any breach or alleged breach by Bottler of any representation, warranty or other provision of this Bottler's Indemnification; (ii) any act or omission to act of Bottler its employees or agents in the performance of this Bottler's Indemnification or in furtherance of the purposes of this Bottler's Indemnification; (iii) the character, contents and subject matter of any Advertising Copy supplied by Bottler, or (iv) the production, marketing, sale and/or distribution of any Packaged Products, including without limitation, product quality and safety, and any customer or consumer complaints, claims or legal actions alleging death, illness or injuries resulting from a defect in the article provided by Bottler but only to the extent that [A] such claim is not the result of the gross negligence or willful misconduct on SWC's part



or on the part of SWC's agents, employees or customers, and [B] the merchandise was handled under reasonable and customary conditions of sale by SWC from the time of arrival of the merchandise until final sale to the consumer. SWC shall promptly notify Pepsi Fountain of any such Claims, and Bottler agrees that it shall be the sole responsibility of Pepsi Fountain to so notify Bottler; provided, however, that no delay on the part of SWC in notifying Pepsi Fountain shall relieve Bottler from any obligation hereunder unless (and then solely to the extent) the Bottler is thereby prejudiced.

(b) SWC shall give prompt notice of any Claim or suit coming within the purview of these indemnities. Upon the written request of SWC, the Bottler will assume the defense of any Claim, demand or action against such SWC with counsel reasonably satisfactory to SWC and will upon the request of SWC allow SWC to participate in the defense thereof, such participation to be at the expense of SWC. Settlement by SWC without the Bottler's prior written consent shall release the SWC from the indemnity as to the Claim, demand or action so settled. Termination or expiration of this Bottler's Indemnification or the Pepsi Agreement shall not affect the continuing obligations of Bottler's as indemnitor hereunder.

4. Insurance

Bottler agrees that simultaneously with Bottler's delivery to SWC of an executed copy of this Bottler's Indemnification, Bottler shall deliver to SWC a certificate from its qualified and licensed insurer acceptable to SWC, certifying that Bottler has insurance coverage for the following:

(i) The legal liability of Bottler under the workers' compensation act of any state, and under any other employee benefit statute or similar law, to pay claims for bodily injuries, including death and disease, sustained by employees in full statutory amounts required by the applicable state statutes to fully cover and each Bottler for such risk. Employers' Liability coverage shall be included with a limit of liability of not less than \$2,000,000.00 each accident, and \$2,000,000.00 each employee for disease. A waiver of subrogation in favor of SWC shall be obtained from the workers' compensation and employers' liability insurer unless prohibited by applicable law.

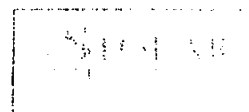
(ii) The legal liability of Bottler to pay claims for damage to property, and for injuries to or death of any person or persons (including, without limitation, automobile exposure). Such insurance shall be written on an occurrence basis with limits of not less than \$2,000,000.00 for any occurrence involving bodily injury, death and/or property damage, \$2,000,000.00 general aggregate, and \$2,000,000.00 products completed operations aggregate.

(iii) The contractual liability assumed by the Bottler under Section 3 above, with such insurance written with limits of not less than those specified in clause (ii) above.

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

"Busch Entertainment Corporation; Sea World, Inc.; Sea World of Florida, Inc.; Sea World of Texas, Inc; Discovery Cove; Busch Gardens Tampa; Bush Gardens Williamsburg; Sesame Place; Water Country USA; and Adventure Island, 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."

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 provide that SWC 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. Bottler shall not violate, or permit to be violated, any conditions of said insurance policy, and Bottler shall at all times satisfy the requirements of the insurance company writing



said policy. Failure of Bottler to provide such certificate, 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 Bottler Indemnification and the Pepsi Agreement. In the event of such breach, SWC 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 SWC hereunder to Bottler.

5. Duration The representations and warranties set forth in Section 2 above shall be true as of the date hereof and continuously throughout the Term of the Pepsi Fountain Agreement. Sections 1, 2 and 3 of this Bottler's Indemnification shall survive expiration or earlier termination of this Bottler Indemnification and the Pepsi Fountain Agreement.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute and deliver this Bottler's Indemnification as of the date set forth below.

BOTTLING GROUP, LLC
d/b/a THE PEPSI BOTTLING GROUP

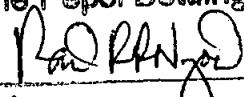
By: _____ 
Authorized Representative

Printed Name: _____

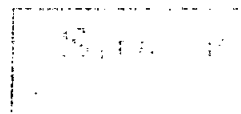
Title: _____

Date: _____

Bottling Group LLC
d.b.a. The Pepsi Bottling Group

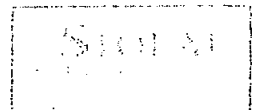
Name: 

Date: July 14, 2008



ATTACHMENT TO EXHIBIT D

**[COPY OF AGREEMENT BETWEEN PEPSI-COLA FOUNTAIN COMPANY INC. AND
SEA WORLD, INC., DATED JANUARY 1, 2008]**



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1/1/2012

DATE (MM/DD/YYYY)

1/1/2011

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED 1069518 PEPSICO, INC. 700 ANDERSON HILL ROAD PURCHASE NY 10577	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES PEPSI01 GO

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	HDO G25526569	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	ISA H08632157 ISA H08632145	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY ☐ ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below	WLR C46142111 (AOS) WLR C46142123 (AZ,CA,MA) SCF C46142135 (WI)	1/1/2011	1/1/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A		OTHER Excess Workers Compensation	WCU C46142147 (OH-WA - F-L) WCU C46142159 (OH-PC Metro) WCU C46142160 (WV-PC Metro)	1/1/2011	1/1/2012	WC Statutory Limits \$5,000,000 each accident \$5,000,000 each ee for disease

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 BUSCH ENTERTAINMENT CORPORATION; SEA WORLD, INC.; SEA WORLD OF CALIFORNIA 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 ARE INCLUDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY AS REQUIRED BY CONTRACT WITH THE NAMED INSURED.

CERTIFICATE HOLDER

2578908

BUSCH ENTERTAINMENT CORPORATION
 ATTN: JOHN SARTORIUS
 9205 S PARK CENTER LOOP STE 400
 ORLANDO FL 32819

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frank S. Sander

CITY OF SAN DIEGO CONSENT TO AGREEMENT

THIS CITY OF SAN DIEGO CONSENT TO AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of January 20, 2011 (the "Effective Date"), as follows:

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

LESSEE, and Yamaha Motor Corporation, USA, a California Corporation ("Yamaha"), have entered into an agreement commenced on January 25, 2008, under which Yamaha is allowed to provide certain watercraft to the LESSEE and to become the official exclusive personal watercraft sponsor of the show at the Premises ("Agreement").

CITY hereby consents to Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

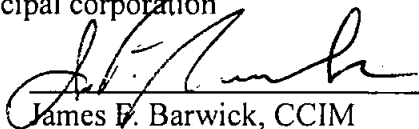
- (a) The Agreement is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Agreement which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under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

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

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

THE CITY OF SAN DIEGO, a California
municipal corporation

BY:



James F. Barwick, CCIM
Real Estate Assets Director

COPY

ORIGINAL

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"); 7.5.1.

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", "SeaWorld", 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

By: _____

Title: _____

[Handwritten signature]
Nashua
Maahs
Wong

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

m/m
By: _____

Title: _____

[Handwritten signature]
Executive VP & General Manager

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.

ACORD - CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 07/27/07		
PRODUCED BY AON Risk Services, Inc. of So Ca Insurance Service 1901 Main Street Suite 300 Irvine CA 92614 USA		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
PHONE (949) 608-6300 FAX (949) 608-6451		INSURERS AFFORDING COVERAGE		
INSURED Yamaha Motor Corporation, U.S.A. 6555 Katella Avenue Cypress CA 90630 USA		INSURER A: Mitsui Sumitomo Insurance Co of America		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
COVERAGE - This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown below.				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
POLICY NUMBER	TITLE	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
PK63001032	GENERAL LIABILITY	08/01/07	08/01/08	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY			FIRE DAMAGE (See end note) \$500,000
	CLAIMS MADE ☒ OCCLIA			WELD EXP (Any one person) \$10,000
				PERSONAL & ADVAJURY \$1,000,000
				GENERAL AGGREGATES \$3,000,000
				PRODUCTS - COMPACT AGG
OBL. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JCT ☐ LOC				
	AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (All accidents)
	☐ ANY AUTO			BODILY INJURY (Per person)
	☐ ALLOWED AUTOS			BODILY INJURY (Per accident)
	☐ SCHEDULED AUTOS			PROPERTY DAMAGE (Per accident)
	☐ Hired AUTOS			
	☐ NON OWNED AUTOS			
	GARAGE LIABILITY			AUTO ONLY - EA ACCIDENT
	☐ ANY AUTO			OTHER THAN EA ACC
				AUTO ONLY - AGG
UAB5000138	EXCESS LIABILITY	08/01/07	08/01/08	EACH OCCURRENCE \$5,000,000
	☒ OCCUR ☐ CLAIMS MADE			AGGREGATE \$5,000,000
	☐ DEDUCTIBLE			
	☐ RETENTION			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC STATUS - OTH-
				WORKERS COMPENSATION
				E.L. EACH ACCIDENT
				E.L. DISEASE-POLICY LIMIT
				E.L. DISEASE-EA EMPLOYEE
	OTHER			
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Seaworld Orlando, Seaworld San Antonio, Seaworld San Diego See addendum to certificate				
CERTIFICATE HOLDER		CANCELLATION		
See world attn: John Sartorius 7007 Seaworld Drive Orlando FL 32821 USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL ENDEAVOR TO MAIL PRELIMINARY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON REPRESENTATIVE OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____		
ACORD 25-S (7/97)				
ACCORD CORPORATION 1988				

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

THIS CITY OF SAN DIEGO CONSENT TO SPONSHORSHIP AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of January 20, 2011 (the "Effective Date"), as follows:

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

LESSEE, and the San Diego Ford Dealers Advertising Association, a non-profit mutual benefit corporation ("Sponsor"), have entered into a sponsorship agreement dated May 7, 2008, under which Sponsor is allowed to promote and publicize its corporate name, corporate activities, and vehicles on the Premises and to be designated as the "Official Automobile Company of Sea World California" of LESSEE ("Agreement").

CITY hereby consents to Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

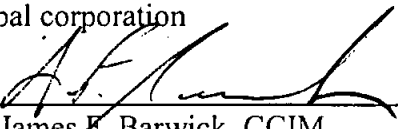
- (a) The Agreement is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Agreement which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under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

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

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

THE CITY OF SAN DIEGO, a California
municipal corporation

BY:


James F. Barwick, CCIM
Real Estate Assets Director

SPONSORSHIP AGREEMENT

THIS AGREEMENT is made as of May 7, 2008, between SeaWorld of California, a division of SeaWorld, Inc., a Delaware corporation, with an office at 500 Sea World Drive, San Diego, California 92109-7995 ("SWC"), and San Diego Ford Dealers Advertising Association, a non-profit mutual benefit corporation, with an office at 4001 El Cajon Boulevard, Suite 201, San Diego, CA 92105 ("Ford").

RECITALS

A. SWC operates SeaWorld California (the "Park") which offer to the public for an admission price a variety of exhibits, attractions and entertainment;

B. Ford motor vehicles (the "Vehicles") and desires to promote and publicize its corporate name, corporate activities, and Vehicles by being designated as the "Official Automobile Company of SeaWorld California;

C. SWC and Ford wish to publicize the Park and encourage Vehicle ownership for their mutual benefit;

D. SWC agrees to designate Ford as the "Official Automobile Company of SWC" in SWC's marketing, advertising, sales and promotional materials;

NOW, THEREFORE, 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 started on June 1, 2008 and, unless sooner terminated in accordance with the provisions hereof, shall end on May 31, 2011 (the "Term"). Each June 1 through May 31 twelve-month period during the Term shall be hereinafter referred to as a "Contract Year."

2. Operation and Control of the Park.

(a) SWC shall cause the Park to be staffed and to be open to patrons and guests during the normal operating hours of the Park.

(b) SWC shall have full control over, and full responsibility and obligation for: (i) the scope, operation and maintenance of the Park, (ii) the operation and maintenance of the Vehicles (except as otherwise set forth herein) throughout the Term of this Agreement; and (iii) maintenance of insurance, and payment of all sales taxes and title fees payable with respect to the Vehicles.

3. Advertising and Promotion.

During the Term, Ford shall have the right at the Park:

(a) to be designated as the exclusive "Official Automobile Company" of the Park.

(b) SWC shall permit the Display Vehicle reflecting Ford's business name and activities to be used in the Park in Wild Arctic or another mutually agreed upon location. The design and theming of

any Ford advertising on the Design Vehicle shall be subject to each party's approval, provided that SWC shall have final approval on any graphics for the Design Vehicle.

(c) to have its trademark, name and/or logo included on all Park maps beginning on the next available printing. Such trademark, name and/or logo shall be the same print format and size as all comparable SWC sponsors.

4. Obligations of Ford. Ford shall be responsible for the following during the Term:

(a) Ford shall provide SWC with six (6) Vehicles:

- (i) use of one (1) vehicle for display purposes at the Park ("Display Vehicle");
- (ii) one (1) Ford Escape Hybrid (or another mutually agreed upon model) under lease with a mileage restriction of (12,000 per year for 3 years). SWC shall be the lessee under a three year written lease agreement with Ford Motor Credit Corporation as the lessor. Ford shall be responsible for all monthly lease payments coming due under the lease. SWC shall be responsible for all maintenance, insurance and registration fees that are required over the term of the lease. At the end of the lease, SWC shall have all rights and liabilities afforded to it as lessee, including the right to exercise a purchase option and the possible liability for excess mileage charges or other amounts assessable pursuant to the terms of the lease.
- (iii) two (2) 2008 or 2009 year model (as mutually agreed) Ford F-150 short bed pick-ups and two (2) 2008 or 2009 year model (as mutually agreed) Ford Explorers (or other mutually agreed upon makes).
- (iv) The four vehicles described in (iii) above are to be registered to SWC as registered owner with Ford being recorded as the legal owner. All expenses related to the operation and ownership of the vehicles are those of SWC. At completion of the three year Term contemplated by this Agreement, or if terminated earlier due to material breach by Ford, then Ford shall release its ownership interest to SWC. In the event this Agreement is terminated due to material breach by SWC, then all four vehicles are to be returned to Ford and SWC agrees to release its registered owner interests.

(b) Ford shall develop and promote promotional programs each Contract Year, such as dealer days, Vehicle owner days, and test drive days to be mutually agreed upon, but in no event shall there be less than one.

(c) Ford shall provide interactive guest displays, subject to SWC's approval, for use outside the Park on SWC property, and Ford agrees to be responsible for any additional theming or props required for such displays. Any such displays will be mutually agreed upon by the parties.

(d) Ford shall continuously advertise and promote SWC and the Park on Ford's Web Site (as hereinafter defined) in the following manner:



- (i) display of SWC Trademarks (as defined in Section 8 below) on the home page of Ford's Web Site; and
- (ii) display a link to SWC's Web Site(s) (as hereinafter defined) in a mutually agreeable location on the home page of Ford's Web Site. All proposed identification or other mention of SWC, the Park or use of SWC Trademarks by Ford shall be in the form and manner furnished or pre-approved in writing by an authorized representative of SWC.

For the purposes hereof, "Ford's Web Site" shall mean Ford's Web Site having an address of www.SanDiegoCountyFord.com, and "SWC's Web Site(s)" shall mean SWC's Web Site(s) having an address of www.seaworldsandiego.com.

- (e) Ford shall be responsible for paying all applicable taxes, license fees, and insurance for the Display Vehicle.

5. Obligations of SWC. SWC shall be responsible for the following during each Contract Year:

- (a) Ford shall be referred to as the "Official Automobile Company" of the Park. SWC warrants that it has not granted and will not grant any similar sponsorship right with respect to the Park to any motor vehicle manufacturer, retailer or distributor.
- (b) SWC shall provide Ford with a presence in the Park, including, but not limited to, signs (as approved by Ford) and sufficient space in a location in the Park designated by SWC (the "Display") for Ford to exhibit the Display Vehicle during the Term. SWC shall provide Ford's personnel delivering the Display Vehicle with temporary contractor identification cards upon such personnel's compliance with Park policies and procedures for on-site contractors. Ford shall be responsible for the delivery to and removal of the Display Vehicle, and all signage, theming, materials and labor costs associated with the preparation and maintenance of any Ford-themed signage or other branding. SWC shall be responsible for the day to day upkeep and cleanliness of display.
- (c) SWC shall provide Ford with 20 VIP Executive Cards redeemable for unlimited admission during normal Park operating hours during the Term hereof for one (1) identified person for the use by Ford's executives.
- (d) SWC will communicate the message of partnership with Ford to employees. Such message will be approved by the Vice President of Human Resources for the Park.
- (e) SWC will give Ford the ability to participate in key promotional opportunities through the Term, including, sweepstakes, test drive programs, Ford owner's days events and other programs intended to expand business opportunities, provided that insurance requirements are met and the parties agree on the terms of a separate agreement.
- (f) Each Contract Year, SWC shall provide Ford, at no additional charge, four hundred (400) single day complimentary admissions to the Park for use by Ford's employees, key accounts, promotions and VIPs and not for resale.
- (g) SWC shall continuously advertise and promote Ford on SWC's Web Site in the following manner:



- (i) display of Ford's Trademarks (as defined in Section 8 below) on the home page of SWC's Web Site(s); and
 - (ii) display a link to Ford's Web Site in a mutually agreeable location on the home page of SWC's Web Site(s). All proposed identification or other mention of Ford or use of Ford's Trademarks by SWC shall be in the form and manner furnished or pre-approved in writing by an authorized representative of Ford.
- (h) SWC agrees to provide Ford with two (2) special VIP sweepstakes packages for promotional use. Each such package will include four (4) single-day Park admissions along with VIP behind-the-scenes tours at the Park and free parking. SWC shall also make an effort to obtain a weekend stay at a participating preferred hotel for two (2) nights.
- (i) SWC shall provide Ford with the opportunity to have its association member dealer employees participate in a discount ticket program enabling them to purchase a single-day admission ticket to the Park ("Discount Ticket") at a twenty percent (20%) discount off the then current General Admission Price of a single-day admission ticket. The "General Admission Price" is the price charged at the Park to the general public for a ticket, as the same may be changed from time to time by SWC in its sole discretion. SWC will make available to Ford a secure website link ("Link") on Ford's intranet website which shall allow Ford's employees to connect to the Park's website at which such Discount Ticket may be purchased. Such Link from Ford's intranet website shall be available throughout the calendar year during the Term. SWC at its cost shall make available to such employees of Ford purchasing Discount Tickets the capability for such employee to print a bar-coded Discount Ticket by means of Park's website. The form and content of such Discount Ticket shall be decided by SWC in SWC's sole discretion. The parties agree to promote awareness of the Park, the Discount Tickets and if established, the "Print @ Work" option among Ford's employees. Such awareness shall be promoted through the use of promotional materials, fliers, customized posters and banner ads supplied by SWC.
- (j) Ford shall be entitled to receive a thirty percent (30%) discount on advance ticket purchases to the Park for its employees on a pre-determined weekend salute for Ford's employees; provided, however, that the tickets are pre-purchased. A special loyalty discount offer will be considered and approved by the parties. The discounts provided for in this Section 5(l) shall be valid for admission to the Park during regular Park operating hours on those days when the Park is open to the general public. Ford agrees that said admissions are not to be used for resale.
- (k) Subject to availability and payment of admission by Ford, Ford shall have the right to utilize Park venues during regular Park operating hours for hospitality functions. Catering for such functions will be made available to Ford 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.
- (l) Subject to SWC's prior written approval, Ford shall have the opportunity to purchase Park merchandise at retail price less thirty percent (30%) (plus any additional freight) for promotional purposes and internal use only and not for resale. SWC reserves the right to refuse to sell any merchandise under this section that it reasonably believes may be resold or,

if the sale to Ford or Ford's intended use of the merchandise, would conflict with other licenses of SWC or its affiliates.

7. Limitations on Promotional Items.

(a) Ford shall not, without SWC'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 the Park or any other SWC Trademark. Ford may advertise and promote the fact that it is the "Official Automobile Company" of the Park in advertising and promotional materials for the Vehicles.

(b) SWC shall not, without Ford'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 the name "Ford," "Explorer," "Expedition" or any other Ford Trademark.

8. Trademarks.

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

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

9. Representations and Warranties.

(a) Ford represents, warrants and covenants to SWC as follows:

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



(ii) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and has the ability to cause the lawful owner(s) of the Vehicles to perform the obligations hereunder.

(iii) Each Vehicle furnished by Ford shall be new, with all applicable Vehicle warranties, and in compliance with all applicable federal, state and local laws, rules, regulations and standards.

(iv) This Agreement, when executed and delivered by Ford, will be its legal, valid and binding obligation enforceable against Ford 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.

(v) The execution and delivery of this Agreement have been duly authorized by Ford, and such execution and delivery and the performance by Ford 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.

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

(vii) All material on Ford's Web Site shall be in good taste and appeal to family audiences. Ford'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 SWC, any of SWC's affiliated entities, or their respective officers, directors or employees. Ford 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.

(viii) 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. Ford acknowledges that each of such representations, warranties and covenants is deemed to be material and has been relied upon by SWC notwithstanding any investigation made by SWC.

(b) SWC represents, warrants and covenants to Ford 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 the State of 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 SWC, will be its legal, valid and binding obligation enforceable against SWC 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 SWC, and such execution and delivery and the performance by SWC 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, SWC's Web Site(s) shall be accessible to Internet users twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods. SWC's Web Site(s) has adequate security safeguards, procedures and/or firewalls (to the extent reasonably practical with available technology) to ensure that users of SWC's Web Site(s) cannot alter any of the content on SWC's Web Site(s) and SWC's Web Site(s) shall receive and transmit all Ford and user information in a secure manner, in an encrypted format (minimum 128-bit) with Secure Socket Layer technology. The encryption protocol will prevent all unauthorized access to SWC's Web Site(s) and use of Ford Content and other information received from Ford or users of SWC's Web Site(s), to the extent reasonably practical with such technology. SWC shall continue to update SWC's Web Site(s) with technology reasonably suited and intended for this application as it is shown to be effective and becomes available.

(vi) All material on SWC's Web Site(s) shall be in good taste and appeal to family audiences. SWC's Web Site(s) 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 Ford, any of Ford's affiliated entities, or their respective officers, directors or employees. SWC 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. SWC acknowledges that each of such representations, warranties and covenants is deemed to be material and has been relied upon by Ford notwithstanding any investigation made by Ford.

10. Indemnity.

(a) Ford shall indemnify, protect, defend and hold harmless SWC, 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 Ford of any provision hereof or the inaccuracy of any warranty or representation made by Ford herein; (ii) the use of the Ford name or logo by SWC as approved by Ford; or (iii) any act or omission to act by Ford directly or indirectly related to its performance of this Agreement to the extent constituting negligence or reckless or willful misconduct.



(b) SWC will indemnify, protect, defend and hold harmless Ford, its parent, subsidiaries and affiliated corporations, and its and their respective directors, officers, employees and agents, from and against any and all Claims arising from or connected with: (i) any breach by SWC of any provision hereof or the inaccuracy of any warranty or representation made by SWC herein; (ii) the use of the SWC or Park name or logo by Ford as approved by SWC; (iii) the operation of the Park; (iv) SWC's possession, use or operation of the Vehicles, and/or the failure of SWC or those acting under it to conform to the statutes, ordinances, regulations or other requirements of any governmental authority in connection with SWC's possession, use or operation of the Vehicles; or (v) any act or omission to act by SWC directly or indirectly related to its performance of this Agreement to the extent constituting negligence or reckless or willful misconduct.

(c) Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within five (5) 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 10(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 10(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.

11. Insurance.

(a) At its sole cost and expense, SWC and Ford shall each procure and maintain continuously throughout the term of this Agreement from such companies listed in the most current "Best's Insurance Guide" as possessing a minimum policy holders rating of A- for the following insurance:

- (i) Workers' Compensation Insurance with statutory limits or a State Certificate of self-insurance and Employer's Liability coverage with limits of not less than \$1,000,000 per occurrence;
- (ii) Occurrence type Commercial General Liability Insurance, including but not limited to blanket contractual liability coverage, for bodily injury including death, personal injury, and property damage with limits of not less than ~~\$5,000,000~~ combined single limit per occurrence;
\$2,000,000 *AKK PPF*
- (iii) Automobile Liability insurance covering all owned, hired and non-owned vehicles with limits of not less than ~~\$5,000,000~~ combined single limit per occurrence.
\$1,000,000 *AKK PPF*

With the exception of Workers' Compensation, each party shall add the other party as an additional insured on all insurance policies. All insurance policies of SWC shall be endorsed to state that the policy will be primary, and will not be excess to or contributory with, any self-insurance or insurance policies carried by Ford. The insurance policies shall provide that the policy may not be canceled or materially altered without thirty (30) days' prior written notice to the other party. Each party shall furnish to the other party an acceptable certificate of insurance evidencing the coverage required herein. The furnishing of acceptable evidence of required coverage should not relieve either party from any liability or obligation for which it is otherwise responsible.



(b) Both parties shall require that its subcontractors procure and/or maintain insurance coverage at the limits described above. Both parties shall indemnify and be fully responsible for any cost to the other resulting from said subcontractor's failure to procure and/or maintain said insurance.

(c) SWC may elect to satisfy the foregoing insurance obligations by means of a "fronting" policy of insurance.

(d) Ford and SWC each hereby waive any and all rights of subrogation that their insurers may have for recovery against the other and its parent, subsidiaries and affiliates, and their respective officers, directors, stockholders, agents, and employees, relating to losses or damage arising from performance of this Agreement.

This mutual subrogation waiver will preclude the assignment of any insurance claim by way of subrogation to any insurer. Ford and SWC agree to give immediately to each appropriate insurer written notice, if required, of the terms of these mutual waivers, and if necessary, have said insurance policies properly endorsed to prevent the invalidation of the insurance coverages by reason of these waivers, if required by the respective insurance policies.

Ford and SWC each shall indemnify the other against any loss or expense, including but not limited to reasonable attorney's fees, resulting from the failure to obtain such insurance subrogation waiver.

12. Adequate Assurance and Termination.

(a) If reasonable grounds for insecurity arise with respect to Ford's or SWC's performance of this Agreement, either party may in writing demand adequate assurance of due performance. Until such party receives such assurance in writing, it may suspend its performance of this Agreement. If such 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 party to furnish such assurance will constitute a material breach, entitling the other non-breaching 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 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 ten (10) 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 earlier of SWC's or Ford's request or the expiration or termination of this Agreement for any reason, the non-requesting party shall discontinue all use of the requesting party's trademarks and, if applicable, remove from the requesting party's web site all identification, content and other materials of or concerning the requesting 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) In the event of termination of this Agreement for a material breach by Ford, SWC shall be entitled to retain ownership of the Vehicles. If the Agreement is terminated by Ford for SWC's material breach, SWC shall return the Vehicles to Ford upon termination.

13. Force Majeure.

The failure of either party to comply with the terms and conditions hereof because of an Act of God, strike, labor troubles, war, fire, riot, earthquake, act of public enemies, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of such party (the "Affected Party") shall not be deemed a breach of this Agreement, provided the Affected Party notifies the other party of the existence of such force majeure condition promptly after the occurrence thereof. If any such condition continues for more than five (5) days, either party may, while such condition remains in effect, terminate this Agreement by giving written notice of termination to the other party. Any such termination shall be effective upon receipt of such termination notice.

14. Expenses; 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 hereof and for a period of at least two years thereafter, Ford shall maintain such books and records (collectively, "Records") as are necessary to substantiate that Ford is in compliance with this Agreement including that (i) all representations and warranties made by Ford in this Agreement are true and correct in all respects, (ii) all invoices and other charges submitted to SWC for payment were valid and proper, and (iii) no payments have been made, directly or indirectly, by or on behalf of Ford to or for the benefit of any SWC employee or agent who may reasonably be expected to influence either 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 generally accepted accounting principles consistently applied. SWC and its representatives shall have the right at any time during normal business hours, upon twenty-four (24) hours notice, to examine the Records, make copies and take extracts therefrom and discuss the Records with Ford's officers, employees and independent public accountants as SWC deems necessary.

(c) The equal employment opportunity and affirmative action requirements set forth in 41 CFR Part 60-1.4(a) (race, color, sex and national origin), 41 CFR Part 60-250.5(a) (covered veterans) and 41 CFR Part 60-741.5(a) (individuals with disabilities) and the "employee notice" provisions of 29 CFR Part 470 are hereby incorporated by reference into this Agreement.



15. Notices.

All notices required or permitted hereunder shall be in writing and shall be either personally delivered, sent by registered or certified mail, return receipt requested or sent by fax and confirmed by fax, confirmation or verification received, and in each case addressed as follows:

If to SWC:

SeaWorld of California
500 SeaWorld Drive
San Diego, CA 92109

Attn: _____
Fax Number: _____

If to Ford:

San Diego Ford Dealers Advertising Association
4001 El Cajon Boulevard, Suite 201
San Diego, CA 92105

Attn: LeAnn Eldridge
Fax Number: 619-283-1327

with a mandatory copy of any default notice to:

Anheuser-Busch Companies, Inc.
Legal Department
One Busch Place
St. Louis, MO 63118
Attn: General Counsel
Fax Number: 314-577-0776

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

16. 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 assigns any legal or equitable right, remedy or claim under this Agreement except that the indemnitees specified in Section 10 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) 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 even though all of the parties are not signatories to the same counterpart.

(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, 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.

(g) If either party commences legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding.

(h) 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.

(i) 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. 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.

(j) The provisions of Sections 8 (Trademarks), 10 (Indemnity), 14 (Expenses; Books and Records) and 16 (Miscellaneous) shall survive the expiration or earlier termination of this Agreement.

(k) 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. To the extent permitted by applicable law, each party hereby irrevocably waives any defense that it might have based on the adequacy of a remedy at law which might be asserted as a bar to such remedy of specific performance or injunctive relief.

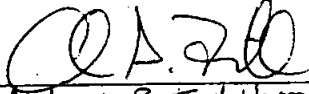
(l) This Agreement shall be governed by the substantive provisions of California law.



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

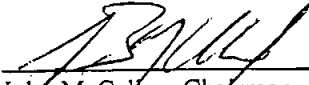
SEA WORLD OF CALIFORNIA, A DIVISION OF
SEA WORLD, INC.

SAN DIEGO FORD DEALERS ADVERTISING
ASSOCIATION

By: 

Printed Name: Andrew P. Fichtthorn

Title: Executive VP & General Manager


John McCallan, Chairman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2011

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

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

PRODUCER MARSH USA INC. 600 RENAISSANCE CENTER, SUITE 2100 DETROIT, MI 48243	CONTACT NAME: PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
013014-FORD-1ST-11-12 FL	INSURER(S) AFFORDING COVERAGE INSURER A: Charlis Specialty Insurance Co. NAIC # 26883 INSURER B: ACE American Insurance Company 22667 INSURER C: The American Road Insurance Company 19631 INSURER D: INSURER E: INSURER F:
INSURED FORD MOTOR COMPANY AND ITS SUBSIDIARIES WORLD HEADQUARTERS SUITE 731-A3 DEARBORN, MI 48126	

COVERAGES **CERTIFICATE NUMBER:** CHI-003452264-14 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PRODUCTS EXCLUDED ☐ COMP/OP ONLY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			84-1701-100-01G	04/15/2011	04/15/2014	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 5,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COMP/OP AGG	\$		\$
EACH OCCURRENCE	\$ 5,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000																				
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PRODUCTS - COMP/OP AGG	\$																				
	\$																				
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ SPECIFIED AUTOS			ISA H08634555 (LES Tags) CT, FL, HI, MA, NY, VA ISA H08634531 (AOT Tags) CT, FL, HI, MA, NY, VA 84-1904-100-02L (LES Tags) All Other States 84-1904-100-02A (AOT Tags) All Other States	04/15/2011 04/15/2011 04/15/2011 04/15/2011	04/15/2012 04/15/2012 04/15/2012 04/15/2012	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 3,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$		\$		
COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$			15972662	12/15/2010	12/15/2011	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$		\$						
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AGGREGATE	\$ 2,000,000																				
	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
WC STATU-TORY LIMITS	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BUSCH ENTERTAINMENT CORPORATION (BEC) IS LISTED AS AN ADDITIONAL INSURED SOLELY AS RESPECTS THE ACTIVITIES OF THE INSURED SURROUNDING THE CONTRACT BETWEEN BEC AND FORD MOTOR COMPANY FOR THE SPONSORSHIP AGREEMENT DATED OCTOBER 22, 2008, TO EXPIRE MARCH 31, 2011

CERTIFICATE HOLDER

CANCELLATION

BUSCH ENTERTAINMENT CORPORATION
ATTN: DENNY MILLER, PARTNERSHIP MARKETING
3605 BOUGAINVILLE AVENUE
TAMPA, FL 33612

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Janice B Collins

Janice B. Collins

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/14/2009**PRODUCER**MARSH USA INC.
600 RENAISSANCE CENTER, SUITE 2100
DETROIT, MI 48243THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

013014-FORD-1ST-09-10

INSUREDFORD MOTOR COMPANY AND ITS
SUBSIDIARIES
WORLD HEADQUARTERS
SUITE 731-A3
DEARBORN, MI 48126**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: AISLIC

INSURER B: ACE American Insurance Company

22667

INSURER C:

INSURER D:

INSURER E:

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
LTR	INSRD			DATE (MM/DD/YY)	DATE (MM/DD/YY)		
B		GENERAL LIABILITY				EACH OCCURRENCE	\$ 5,000,000
		☒ COMMERCIAL GENERAL LIABILITY	HDOG 2375180A	04/15/09	04/15/10	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	\$
		☒ PRODUCTS EXCLUDED				PERSONAL & ADV INJURY	\$ 5,000,000
		☐ COMP/OP ONLY				GENERAL AGGREGATE	\$ 5,000,000
		GENERAL AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	\$ 5,000,000
		☒ POLICY ☐ PROJECT ☐ LOC					
B		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
		☒ ANY AUTO	ISAH0825364A (LES)	04/15/09	04/15/10	BODILY INJURY (Per person)	\$ 3,000,000
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 3,000,000
B		☐ SCHEDULED AUTOS	ISAH0825381A (AOT)	04/15/09	04/15/10	PROPERTY DAMAGE (Per accident)	\$
		☒ HIRED AUTOS					
		☒ NON-OWNED AUTOS					
		☒ SPECIFIED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	2227068	12/15/08	12/15/09	EACH OCCURRENCE	\$ 2,000,000
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$ 2,000,000
		☐ DEDUCTIBLE					\$
		☐ RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONSBUSCH ENTERTAINMENT CORPORATION (BEC) IS LISTED AS AN ADDITIONAL INSURED SOLELY AS RESPECTS THE ACTIVITIES OF THE INSURED
SURROUNDING THE CONTRACT BETWEEN BEC AND FORD MOTOR COMPANY FOR THE SPONSORSHIP AGREEMENT DATED OCTOBER 22, 2008,
TO EXPIRE MARCH 31, 2011**CERTIFICATE HOLDER**

CHI-002247540-04

CANCELLATIONBUSCH ENTERTAINMENT CORPORATION
ATTN: DENNY MILLER, PARTNERSHIP MARKETING
3605 BOUGAINVILLE AVENUE
TAMPA, FL 33612SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND
UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Janice B Collins*Janice B. Collins*

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

THIS CITY OF SAN DIEGO CONSENT TO SPONSHORSHIP AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of January 20, 2011 (the "Effective Date"), as follows:

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

LESSEE, and National Peanut Board, a research and promotion board ("Sponsor"), have entered into a sponsorship agreement dated July 17, 2008, under which Sponsor is allowed to become a sponsor of a certain event on the Premises ("Agreement").

CITY hereby consents to Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

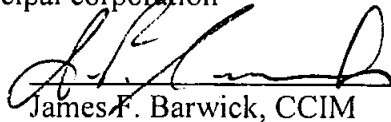
- (a) The Agreement is subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent; and
- (b) CITY is not bound by any term or condition in the Agreement which in any way conflicts with CITY'S rights or would otherwise result in increasing CITY'S obligations under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

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

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

THE CITY OF SAN DIEGO, a California
municipal corporation

BY:



James F. Barwick, CCIM
Real Estate Assets Director

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (this "Agreement") is made this 17th day of July, 2008, between SEA WORLD, INC., a Delaware corporation, on behalf of its Sea World San Diego division, with an office in San Diego, California ("SWC"), and NATIONAL PEANUT BOARD, a research and promotion board, with its principal place of business in Atlanta, Georgia ("NPB").

RECITALS

A. SWC and/or its subsidiaries own and operate the theme park commonly known as "SeaWorld San Diego," in San Diego, California (the "Park").

B. NPB represents USA peanut farmers on research and marketing initiatives and desires to increase consumer awareness and demand for the culinary versatility of USA-grown peanuts (the "Products") by becoming a sponsor of a certain event in the Park described on Exhibit A (the "Event").

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 October 1, 2008 and, unless sooner terminated in accordance with the provisions hereof, shall end on December 31, 2009 (the "Term").
2. The Event.
 - (a) SWC shall cause the Park to be staffed and to be open to patrons and guests during the normal operating hours of the Park.
 - (b) SWC shall have full and exclusive control over and full responsibility and obligation for the scope, operation and management of the Event and the Park throughout the Term.
3. Sponsorship Benefits Provided to NPB. In connection with the Event, NPB shall receive the benefits set forth on Exhibit A.
4. Sponsorship Benefits Provided to SWC.
 - (a) For the acquisition of rights granted to NPB hereunder, NPB will pay to SWC the sum of Fifteen Thousand Dollars (\$15,000.00) on or before October 1, 2008.
 - (b) NPB will provide SWC with three hundred thousand (300,000) packets (the "Samples") of the Product to be distributed by BEC employees during the Event at the Park.



5. Limitations on Promotional Items.

(a) NPB shall not, without SWC'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 the name of the Park or any other SWC Trademark.

(b) SWC shall not, without NPB'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 the name "National Peanut Board" or any other NPB Trademark.

6. Trademarks.

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

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

7. Representations and Warranties.

(a) NPB represents, warrants and covenants to SWC as follows:

(i) It is the authorized agent of NPB and has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(ii) This Agreement, when executed and delivered by NPB, will be its legal, valid and binding obligation enforceable against NPB 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.

(iii) The execution and delivery of this Agreement have been duly authorized by NPB, and such execution and delivery and the performance by NPB 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.

(iv) All Products and other food products furnished to SWC or to Park patrons by NPB or any NPB partner, pursuant to this Agreement shall comply with all applicable laws, rules and regulations, and is hereby guaranteed, as of the date of each such shipment or delivery, to be: (1) not, and will not cause SWC's product to be, adulterated or misbranded (or, in the case of labeling information and ingredient lists not a cause of misbranding when applied to such articles) within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and not an article which may not, under the provisions of Section 404, 505 or 512 of such act, be introduced into interstate commerce; (2) in compliance, and will not cause SWC's product to be out of compliance, with the requirement of the Poultry Products Inspection Act, the Meat Inspection Act and the Federal Food, Drug and Cosmetic Act, as amended, to the extent that said Acts are then effective and applicable; (3) registered, if required, and not adulterated or misbranded within the meaning of the terms of the Federal Insecticide, Fungicide and Rodenticide Act, the State Pure Food Act, or any other applicable Federal, State or local law; (4) not banned or misbranded within the meaning of the terms of the Federal Hazardous Substances Act; (5) not an article which cannot be legally transported or sold under the provisions of any Federal, State or local law; and (6) if an article which is or which contains a color additive, such color additive is or will be from a batch certified by NPB, its subsidiaries, if any, or its suppliers, in accordance with the Federal Food, Drug and Cosmetic Act, as amended, and all regulations issued under said Act.

(v) 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. NPB acknowledges that each of such representations, warranties and covenants is deemed to be material and has been relied upon by SWC notwithstanding any investigation made by SWC.

(b) SWC represents, warrants and covenants to NPB 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 the State of 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 SWC, will be its legal, valid and binding obligation enforceable against SWC 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 SWC, and such execution and delivery and the performance by SWC 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) It has not retained a person or entity to solicit or secure this Agreement for a commission or fee, except for bona fide SWC employees or established commercial agencies maintained by SWC to secure business. If SWC breaches this subsection 7(b)(v), NPB may immediately terminate this Agreement and pursue all available legal and equitable remedies, or deduct the total commission or fee from SWC's compensation or otherwise recover the amount.

(vi) During the performance of this Agreement, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation and marital or family status. SWC agrees that it will fully comply with any and all applicable Federal, State and local equal employment opportunity laws, ordinances, and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act 1967; and the Equal Pay Act of 1963. Nothing in this section shall require SWC to comply with or become liable under any law, ordinance, regulation or rule that does not otherwise apply to SWC.

(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. SWC acknowledges that each of such representations, warranties and covenants is deemed to be material and has been relied upon by NPB notwithstanding any investigation made by NPB.

8. Indemnity.

(a) NPB shall indemnify, protect, defend and hold harmless SWC, 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 NPB of any provision hereof or the inaccuracy of any warranty or representation made by NPB herein; (ii) the Products; (iii) the use of NPB's name or logo as approved by NPB; or (iv) any act or omission to act by NPB directly or indirectly related to its performance of this Agreement constituting negligence or reckless or willful misconduct.

(b) SWC will indemnify, protect, defend and hold harmless NPB, its parent, subsidiaries and affiliated corporations, and its and their respective directors, officers, employees and agents, from and against any and all Claims arising from or connected with: (i) any breach by SWC of any provision hereof or the inaccuracy of any warranty or representation made by SWC herein; (ii) the use of SWC's or Park names or logos as approved by SWC; or (iii) any act or omission to act by SWC directly or indirectly related to its performance of this Agreement constituting negligence or reckless or willful misconduct.

(c) Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within five (5) 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 8(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 8(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.

9. Insurance.

(a) NPB shall procure and maintain at all times during the Term, insurance underwritten by solvent insurance companies acceptable to SWC (or State Funds for Workers' Compensation as required) providing coverage for:

(i) Commercial General Liability ("CGL") insurance (including contractual liability under this Agreement and specifically NPB's indemnities in Section 8 above) for property loss or damage and personal or bodily injury or death of any person with a combined single limit of Two Million Dollars (\$2,000,000.00) per occurrence. Such CGL insurance shall also include product liability insurance in the amount of One Million Dollars (\$1,000,000.00) and automobile liability insurance for all vehicles used by NPB or NPB personnel, including owned, non-owned and hired vehicles in the amount of at least One Million Dollars (\$1,000,000.00). Such CGL insurance shall cover claims arising from or related to products and completed operations, and broad form property damage liability (and if the Product is to be resold without further processing by SWC, including Vendor's Coverage).

(ii) Workers' compensation and any other insurance for the payment of claims for bodily injuries, including death or disease sustained by employees, in the amount of at least the applicable statutory limits and with an "all states" endorsement. Employers' Liability coverage shall be included with a limit of liability of not less than One Million Dollars (\$1,000,000.00). A Waiver of Subrogation in favor of SWC shall be obtained from NPB's Worker's Compensation and Employer's Liability insurer.

(b) The following shall be included as additional named insureds under the insurance policies required of NPB under Section 9(a) above:

"Sea World, Inc., Busch Entertainment Corporation, Anheuser-Busch Companies, Inc., and all companies directly or indirectly controlling, controlled by, or under common control with Anheuser-Busch Companies, Inc., and their respective officers, directors, employees and agents."

All insurance provided by NPB shall be primary, and any insurance maintained by SWC shall be excess and not contributing with NPB's insurance. NPB shall arrange with its insurance companies to endorse its insurance policies accordingly.

(c) All insurance policies required of NPB by this Agreement shall be written so that SWC will be notified of cancellation or of any restrictive amendment of the policies at least thirty (30) days prior to the effective date of such cancellation or amendment. Notice shall be by certified mail, return receipt requested, addressed to SWC at the address set forth in Section 14 of this Agreement.



(d) Certificates of Insurance or evidence of subscription to any State Fund shall be filed with SWC immediately upon execution of this Agreement. Such certificates shall indicate compliance with Sections 9(a) through 9(c). The certificate must specifically refer to the waiver of subrogation required under 9(a)(ii) above the additional named insureds under Section 9(b); and all contractual liability assumed by NPB under this Agreement.

(e) NPB shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.

(f) Compliance by NPB with the terms and conditions of this Section 9 shall be a condition precedent to performance of SWC's obligations hereunder. Failure of NPB to comply fully with the terms and conditions of this Section 9 shall be deemed to a material default in performance of the provisions of this Agreement by NPB. In the event of such failure, SWC shall have the right (but not the obligation), in addition to all other rights and remedies, to obtain the insurance required hereby and NPB shall reimburse SWC for the cost thereof upon demand.

10. Tax Exemption Status. NPB is authorized by the Commodity Promotion, Research and Information Act of 1996 (7 U.S.C. 7411 - 7425). NPB is considered an instrumentality of the U.S. Department of Agriculture, which conducts the administrative oversight of its activities. The Office of Chief Counsel of the Internal Revenue Service, U.S. Treasury Department, ruled on October 12, 1992, that research and promotion boards, such as NPB, are not subject to taxation, including income taxes, personal and real property taxes, and sales taxes. In addition, NPB is entitled to special third class bulk mailing privileges as a non-profit entity.

11. Adequate Assurance and Termination.

(a) If reasonable grounds for insecurity arise with respect to NPB's performance of this Agreement, SWC may in writing demand adequate assurance of due performance. Until SWC receives such assurance in writing, it may suspend its performance of this Agreement. If SWC 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 NPB to furnish such assurance will constitute a material breach, entitling SWC to immediately terminate this Agreement.

(b) Either party may terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice to the other party.

(c) 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 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 ten (10) 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.



(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.

12. Force Majeure. The failure of either party to comply with the terms and conditions hereof because of an Act of God, strike, labor troubles, war, fire, riot, earthquake, act of public enemies, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of such party (the "Affected Party") shall not be deemed a breach of this Agreement, provided the Affected Party notifies the other party of the existence of such force majeure condition promptly after the occurrence thereof. If any such condition continues for more than thirty (30) days, either party may, while such condition remains in effect, terminate this Agreement by giving written notice of termination to the other party. Any such termination shall be effective upon receipt of such termination notice.

13. Expenses: 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 three (3) years thereafter, NPB shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all warranties made by NPB in this Agreement are true and accurate in all respects and it is in full compliance with this Agreement, (ii) all invoices and other charges submitted to SWC for payment hereunder were valid and proper, and (iii) no payments have been made, directly or indirectly, by or on behalf of NPB to or for the benefit of any SWC 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, "payment" shall include money, property, services, and all other forms of consideration.) All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. SWC and/or its representatives shall have the right at any time during normal business hours, upon two (2) business days' notice, to examine said Records.

(c) SWC must keep accurate records of the funds received under this Agreement (collectively, "SWC Records") and retain the SWC Records for at least three (3) years after this Agreement's termination date. NPB or its duly authorized representatives may inspect the SWC Records during regular business hours. If prior to the end of the three-year period, any inspection begins for which the SWC Records might reasonably be required, SWC must keep the SWC Records until all issues are resolved. All SWC Records shall be maintained in accordance with generally accepted accounting principles consistently applied. NPB and/or its representatives shall have the right at any time during normal business hours, upon two (2) business days' notice, to examine said SWC Records.

(d) SWC may not use any funds advanced or paid by NPB in any manner to influence governmental policy or action. No member of or delegate to Congress may be



admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless it is with a corporation for its general benefit.

14. Notices. All notices required or permitted hereunder shall be in writing and shall be either personally delivered, sent by registered or certified mail, return receipt requested or sent by fax and confirmed by fax, confirmation or verification received, and in each case addressed as follows:

If to SWC:

Busch Entertainment Corporation
8529 SouthPark Circle, Suite 410
Orlando, FL 32819
Attn: Scott Rose
Vice President
Fax Number: 406/226-5009

If to NPB:

National Peanut Board
2839 Paces Ferry Road, Suite 210
Atlanta, GA 30339
Attn: Raffaella Marie Fenn
Fax Number: 678-424-5751

If to SWC after July 1, 2008:

Busch Entertainment Corporation
9205 SouthPark Center Loop, Suite 400
Orlando, FL 32819
Attn: Scott Rose
Vice President
Telecopy Number: 406/226-5009

with a mandatory copy of any default notice to:

Anheuser-Busch Companies, Inc.
Legal Department
One Busch Place
St. Louis, MO 63118
Attn: General Counsel
Fax Number: 314-577-0776

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

15. 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 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. 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) 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 even though all of the parties are not signatories to the same counterpart.

(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, 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.

(g) If either party commences legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding.

(h) 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.

(i) 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.

(j) The provisions of Sections 8 (Indemnity), 13 (Expenses; Books and Records) and 15(g) (Miscellaneous) shall survive the expiration or earlier termination of this Agreement.

(k) 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

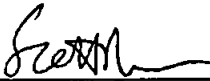


of either party. To the extent permitted by applicable law, each party hereby irrevocably waives any defense that it might have based on the adequacy of a remedy at law which might be asserted as a bar to such remedy of specific performance or injunctive relief.

(l) This Agreement is made in the State of Florida and shall be governed by the substantive provisions of Florida law. The parties agree that any legal action or proceeding with respect to this Agreement may be brought in the United States District Court for the Middle District of Florida or, if such court does not have jurisdiction, in any court of general jurisdiction in Orange County, Florida. NPB 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 have caused this Agreement to be executed as of the date first above written.

SEA WORLD, INC.

By: 
Name: Scott Rose
Title: VP of Consumer Strategy

NATIONAL PEANUT BOARD

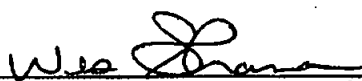
By: 
Name: WES SHANNON
Title: chairman NPB



EXHIBIT A
EVENT: HALLOWEEN SPOOKTACULAR
EVENT DATES: OCTOBER 4, 5, 11, 12, 18, 19, 25, 26 and 31, 2008;
and dates TBD in OCTOBER 2009
LOCATION: SEAWORLD SAN DIEGO

Sponsorship benefits provided to NPB:

1. SWC shall designate NPB as a participating sponsor of the Halloween Spooktacular Event at SeaWorld San Diego.
2. SWC shall include NPB's name and/or logo (provided by NPB) on a mutually agreed upon quantity of Event signs and banners and prominently display such signs and banners during the Event in mutually agreed upon areas at SeaWorld San Diego.
3. SWC shall include NPB's logo (provided by NPB) on the SeaWorld San Diego Event map during the Event Dates. Said map shall utilize a color logo, provided that space and print format permit similar treatment for all comparable applicable SeaWorld San Diego sponsors. NPB's trademark, name and/or logo will first be displayed on such maps on SeaWorld San Diego's next reprint (after execution of this Agreement by both parties) of the same.
4. SWC shall provide NPB or its designee with a sampling opportunity during the Event, with BEC's employees distributing the Samples during the Event.
5. SWC shall display NPB's name and/or logo (provided by NPB) on SeaWorld San Diego's Event web pages.
6. SWC shall allow NPB to use its ad messages which have been approved by SWC in advance at the Event in areas to be mutually determined by SWC and NPB.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2010PRODUCER (301) 652-2215 FAX: (301) 652-2216
M.B. Sughrue & Associates
7910 Woodmont Avenue
Suite 740
Bethesda MD 20814

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
THE NATIONAL PEANUT BOARD
2839 PACES FERRY RD STE 210

ATLANTA GA 30339

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: The Hartford Fire Ins. Co.,

19682

INSURER B: Rated by Multiple Companies

00914

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR	ADD'L	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X		GENERAL LIABILITY	42SBANJ3638	6/6/2009	6/6/2010	EACH OCCURRENCE	\$ 2,000,000
			☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
			☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 2,000,000
			☒ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	X		AUTOMOBILE LIABILITY	42SBANJ3638	6/6/2009	6/6/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
			☐ ANY AUTO				BODILY INJURY (Per person)	\$
			☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
			☒ HIRED AUTOS					
			☒ NON-OWNED AUTOS					
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			☐ ANY AUTO				OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
			EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
			☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
								\$
			☐ DEDUCTIBLE					\$
			☐ RETENTION \$					\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	42WECIT6637	8/28/2009	8/28/2010	WC STATU-TORY LIMITS	OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
			OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SeaWorld Parks & Entertainment, Inc. and all companies directly or indirectly controlling, controlled by or under common control with SeaWorld Parks & Entertainment Inc. and their respective officers, directors, employees and agents are added as Additional Insureds for Liability.

Waiver of Subrogation applies.

CERTIFICATE HOLDER

(406) 226-5009

SeaWorld Parks & Entertainment, Inc.
Scott Rose, VP
9025 SouthPark Center Loop
Suite 400
Orlando, FL 32819

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Althea

Racques Ireland

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

THIS CITY OF SAN DIEGO CONSENT TO SPONSHORSHIP AGREEMENT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of January 20, 2011 (the "Effective Date"), as follows:

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

LESSEE, and Panama Jack, Inc., a Florida Corporation ("Sponsor"), have entered into a sponsorship agreement commenced on January 1, 2008, under which Sponsor is designated as the official and exclusive sun care partner of the LESSEE in various marketing, promotional and advertising activities of Sponsor. In addition, Sponsor is allowed to display and sell Sponsor products on the Premises ("Agreement").

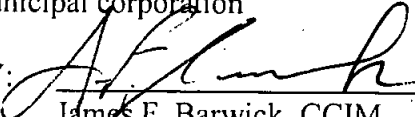
CITY hereby consents to Agreement, provided all of the following conditions are and remain true throughout the term of the Agreement:

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

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

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

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: 

James F. Barwick, CCIM
Real Estate Assets Director

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this "Agreement") is made as of the 1st day of January, 2008, by and between SEA WORLD, INC., a Delaware corporation with its principal place of business in Orlando, Florida, on behalf of its division known as SeaWorld of California ("SeaWorld"), and PANAMA JACK, INC., a Florida corporation with its principal place of business in Orlando, Florida ("Sponsor").

RECITALS

WHEREAS, SeaWorld owns and operates a theme park commonly known as SeaWorld San Diego in San Diego, California (the "Park");

WHEREAS, Sponsor manufactures and sells a variety of standard specification suncare products, including, but not limited to, sunscreens, sunblocks, tanning lotions and after-suncare which are applied directly to the skin (the "Products" as defined on Exhibit A attached hereto); and

WHEREAS, SeaWorld and Sponsor desire to enter into this Agreement pursuant to which SeaWorld will designate Sponsor as the official and exclusive suncare partner of the Park in various marketing, promotional and advertising activities and Sponsor will sell certain Products to SeaWorld which will be displayed and resold in the Park, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. Term.

The term of this Agreement shall be three (3) years, commencing on January 1, 2008 and ending on December 31, 2010, unless terminated sooner in accordance with the terms hereof (the "Term"). Each January 1 through December 31 twelve-month period during the Term shall be hereinafter referred to as a "Contract Year."

2. Facilities.

During the Term, SeaWorld shall make available certain locations within the Park for the display and resale of the Products purchased by SeaWorld from Sponsor. The location, size, décor and make-up of the facilities where Products are sold (the "Facilities") shall be determined by SeaWorld in its sole discretion. The Facilities shall consist of a minimum of ten (10) locations at the Park.



3. Operation and Control of Facilities.

(a) SeaWorld shall cause the Facilities to be adequately staffed and to be open to patrons and guests during the normal operating hours of the Park.

(b) Notwithstanding the grant of certain sponsorship rights to Sponsor as set forth in this Agreement, SeaWorld shall have full control over, and full responsibility and obligation for, the design, construction, operation and maintenance of the Park and the Facilities, including the resale of the Products sold to SeaWorld by Sponsor.

4. Purchase of Sponsor's Products.

(a) During the Term, SeaWorld shall have the right, in its sole discretion, to purchase from Sponsor all of the Park's requirements for the Products, which will be resold in the Facilities. All sales of the Products by Sponsor to SeaWorld shall be subject to the terms and conditions specified on the applicable SeaWorld purchase order sent or delivered to Sponsor from time to time in connection with an order by SeaWorld for any of the Products.

(b) All Products shall meet Sponsor's standard product specifications and government regulations. Sponsor warrants that all Products (i) shall have a minimum shelf life of three (3) years, or such longer period as may be required under government regulations, (ii) are safe for human use, (iii) will not harm animals, and (iv) are fit for the purpose for which they are intended. If any non-conforming Products are returned to SeaWorld and SeaWorld refunds the purchase price therefor, Sponsor shall reimburse SeaWorld for each of such refunds in the full amount(s) thereof. If any Products are determined to be non-conforming prior to sale by SeaWorld, Sponsor shall promptly replace such non-conforming Products, at Sponsor's expense. For purposes of this Section 4(b) only, a Product is deemed non-conforming if it fails to meet the terms and conditions of this paragraph and the applicable order.

(c) The prices for Products shall be in accordance with the pricing summary set forth in Exhibit A attached hereto. The Products shall be sold to SeaWorld at prices equal to or lower than the prices then currently being charged to Sponsor's national account customers of comparable or lesser volume. Sponsor may request an annual price increase, subject to SeaWorld's review and approval, to be effective on the first day of the Contract Year following such request, provided that any such increase shall not exceed two percent (2%) per item of the then current price. Such request must be submitted to SeaWorld in writing at least thirty (30) days before the end of the Contract Year preceding the Contract Year in which such increase shall take first effect.

(d) The Products shall be the exclusive suncare products sold in the Park during the Term, except as follows:

(i) In the event Sponsor does not currently manufacture any suncare product that SeaWorld elects to sell in the Park, SeaWorld shall notify Sponsor in writing of its interest in same and its request that Sponsor accept an order for such products. Sponsor shall thereafter have thirty (30) days in which to accept or reject such order, and shall advise SeaWorld of the fulfillment date, which it is understood shall vary on a case by case basis. Should Sponsor reject



the order for such new suncare products, SeaWorld may order its requirements for such suncare product from other suppliers.

(ii) In the event Sponsor is unable to supply any existing suncare product of Sponsor to SeaWorld within five (5) business days of its order, SeaWorld may order its requirements for such product from other suppliers.

(e) SeaWorld will work with Sponsor to expand, if SeaWorld so desires, the type of products purchased by SeaWorld from Sponsor under this Agreement to include certain items from Sponsor's other product lines ("Non-Suncare Products").

(f) Notwithstanding anything contained herein to the contrary, it is understood and agreed that SeaWorld shall not be obligated to purchase any particular type or minimum quantity of Products or Non-Suncare Products from Sponsor during the Term.

5. Advertising and Promotion by Sponsor.

No advertising material (including, but limited to, signs and publicity copy, photography, artwork and layout) using the name or any symbol of SeaWorld or the Park; any photographs, film, videotape or other representation, depiction or recording of the Park; or any SeaWorld trademarks, copyright works, characters, trade names, logos, product identification or artwork (any of the foregoing are referred to in this Agreement individually as a "SeaWorld Mark" and collectively as the "SeaWorld Marks") may be published, displayed, distributed or broadcast by or on behalf of Sponsor without the prior written consent of SeaWorld. Sponsor shall submit each proposed use of the SeaWorld Marks to SeaWorld, together with a brief statement as to the use to which such SeaWorld Marks will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed. Unless SeaWorld notifies Sponsor in writing that SeaWorld has approved such proposed use of the SeaWorld Marks within ten (10) business days after SeaWorld has received same, SeaWorld shall be deemed to have disapproved such proposed use. In addition, notwithstanding any such approval of SeaWorld, Sponsor understands that it must obtain appropriate releases from all persons (including but not limited to SeaWorld patrons or employees) whose photograph or likeness may appear in any such proposed use. All such uses of the SeaWorld Marks shall include such trademark and/or copyright notices as SeaWorld shall designate from time to time. All use of the SeaWorld Marks by Sponsor under this Agreement shall inure to the benefit of and be the exclusive property of SeaWorld.

6. Advertising and Promotion by SeaWorld.

No advertising material (including, but limited to, signs and publicity copy, photography, artwork and layout) using any Sponsor trademarks, copyright works, characters, trade names, logos, product identification or artwork (any of the foregoing are referred to in this Agreement individually as a "Sponsor's Mark" and collectively as the "Sponsor's Marks") may be published, displayed, distributed or broadcast by or on behalf of SeaWorld without the prior written consent of Sponsor. SeaWorld shall submit all such proposed materials to Sponsor, together with a brief statement as to the use to which such Sponsor's Marks will be put and the media through which and the period of time during which they will be broadcast, published, distributed or displayed.



Unless Sponsor notifies SeaWorld in writing that Sponsor has approved such proposed use of the Sponsor's Marks within ten (10) business days after Sponsor has received same, Sponsor shall be deemed to have disapproved such proposed use. SeaWorld agrees not to use any such materials without first having obtained in writing a release from all persons whose photograph or likeness appears therein.

7. Sponsorship Benefits Provided to Sponsor. During each Contract Year, SeaWorld shall provide each of the following benefits to Sponsor:

(a) Sponsor shall be designated as the "Official Suncare of SeaWorld San Diego" (i) in SeaWorld promotional efforts where any Sponsor's Mark appears, (ii) in joint promotions by SeaWorld and Sponsor and (iii) on in-Park signage on or solely related to any Product display areas in the Facilities. The size and position of Sponsor's Marks shall be subject to SeaWorld's prior written consent. Notwithstanding anything contained herein to the contrary, Sponsor is not granted any rights with respect to any other existing or future SeaWorld park, other than the Park or under a separate agreement with Busch Entertainment Corporation ("BEC") of even date herewith for category sponsorship of its divisions known as SeaWorld San Antonio, SeaWorld Orlando, Busch Gardens Tampa Bay, Busch Gardens Williamsburg, Adventure Island, Water Country, Sesame Place, Discovery Cove and Aquatica (the "BEC Agreement").

(b) Sponsor shall have the right to use the designations granted to Sponsor hereunder, and the names and logos of the Park in any promotions or advertising activity of Sponsor, subject to SeaWorld's prior written consent.

(c) Sponsor shall have the right to have Sponsor's Mark appear on (i) Product displays in locations within the Park where Products are sold and (ii) Park maps and brochures, in a size and manner comparable to other Park "partner-level" sponsors. Sponsor's Marks shall first appear in such display areas and on such maps and brochures on SeaWorld's next reprint of the same. Sponsor shall furnish such displays to SeaWorld, and shall be responsible for all costs associated with the manufacturing, purchasing, constructing, installing, erecting, maintenance and removal of any such displays. The location, size and design of such displays and Sponsor's Mark shall be determined in SeaWorld's sole discretion.

(d) SeaWorld shall allow one (1) Sponsor-themed mobile merchandise display (the "Display") at the Park to display and resell the Products and, at SeaWorld's option, Non-Suncare Products purchased by SeaWorld from Sponsor. Sponsor shall furnish such display to SeaWorld, and shall be responsible for all costs associated with the manufacturing, purchasing, constructing, installing, erecting, maintenance and removal of such display. The location, size and design of such display shall be mutually agreed upon by SeaWorld and Sponsor.

(e) SeaWorld shall display Sponsor's Mark on the "Partner" page of the Park's website ("SeaWorld's Website") and provide a link from SeaWorld's Website to Sponsor's website, www.panamajack.com ("Sponsor's Website").

(f) SeaWorld shall conduct, in conjunction with Sponsor, a minimum of two (2) retail promotions at the Park. Such promotions shall be mutually agreed upon by the parties and shall



include, but not be limited to, promotional signs, point-of-sale materials and gifts with Product purchase, all supplied by Sponsor.

(g) SeaWorld shall make Park venues available to Sponsor for hospitality functions at no additional charge, subject to availability and for internal use only. Such right to use Park venues does not entitle Sponsor to complimentary Park admissions, food or beverage service. Park admissions and catering for such hospitality functions will be available to Sponsor at a ten percent (10%) discount off regular rates for groups up to 500 persons, and a twenty percent (20%) discount for groups in excess of 500 persons. Gratuities are not discounted.

(h) Sponsor shall have the opportunity to purchase Park merchandise at retail price less thirty percent (30%) (plus any additional freight) for promotional purposes and internal use only and not for resale, subject to SeaWorld's prior written consent. The purpose for the request, area of distribution and quantity will all be monitored to ensure appropriateness and to avoid potential Park or licensing conflicts.

8. Right of First Negotiation.

During the Term, Sponsor shall have the right of first negotiation with respect to any similar agreement regarding the rights granted hereunder. As used herein, the right of first negotiation shall mean that SeaWorld shall negotiate exclusively with Sponsor, in good faith, for a period beginning ninety (90) days prior to the expiration of this Agreement. If at the end of such exclusive negotiation period the parties have not agreed to the substantive terms of an agreement, SeaWorld shall be free to negotiate with any person or entity with respect to any or all of such rights, provided, however, that SeaWorld discusses with that person or entity only opportunities similar to those discussed with Sponsor during SeaWorld's exclusive negotiations with Sponsor. The right of first negotiation provided for in this Section 8 may be exercised by Sponsor only if Sponsor exercises its corresponding right of first negotiation set forth in Section 8 of the BEC Agreement, and applies only to the initial Term and not to any renewals or extensions thereof.

9. Sponsorship Fee and Other Benefit Provided to SeaWorld.

(a) For the acquisition of the rights granted to Sponsor hereunder, Sponsor shall pay to SeaWorld an annual fee of Twenty-Five Thousand Dollars (\$25,000) (the "Annual Fee"), which shall be payable in two (2) installments of Twelve Thousand Five Hundred Dollars (\$12,500) on April 15 and October 15 of each Contract Year.

(b) At Sponsor's expense, Sponsor shall service the Park at least monthly while the Park is in operation in order to support the sale of the Products in the Park, except during June through August, Sponsor shall service the Park at least twice per month. Such service shall include, but is not limited to, in-Park visits to install, repair, stock and remove any Product displays and point of sale material, track Product inventory, assist with Park promotions involving Products and be available for meeting with SeaWorld as requested. Sponsor's employees shall have reasonable access during reasonable hours identified by SeaWorld to areas of the Park as reasonably necessary to enable Sponsor to carry out its responsibilities hereunder.



(c) Sponsor shall provide SeaWorld with up to five (5) one-gallon containers (with top dispensers) of Products for use by SeaWorld employees ("Employee Products") in employee-only areas at the Park. The value of Employee Products will be applied to the merchandise credit for the Park at \$60.00 per one-gallon container. The type of Employee Products shall be mutually agreed upon by SeaWorld and Sponsor. Employee Products shall be delivered to the Park at a minimum of once each Contract Year by March 1. Except for the first Contract Year, Park requests for Employee Products must be received by October 30 of each Contract Year for delivery by March 1 of the following Contract Year. Sponsor acknowledges receipt of such request by the Park with respect to Employee Products to be delivered by March 1, 2008.

10. Limitation on Promotional Items.

(a) Sponsor shall not, without SeaWorld's prior written consent, which shall not be unreasonably withheld, 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 the Park or any other SeaWorld Mark.

(b) Except for SeaWorld's sale and promotion of the Products and Non-Suncare Products as contemplated herein, SeaWorld shall not, without Sponsor's prior written consent, which shall not be unreasonably withheld, 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 of the Sponsor's Marks.

11. Indemnity.

(a) Sponsor shall indemnify, protect, defend, and hold harmless SeaWorld, its parent, subsidiaries and affiliated entities, 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, 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 alleged or actual breach by Sponsor of any provision hereof or the inaccuracy of any warranty or representation made by Sponsor herein; (ii) any or all of the Products or Non-Suncare Products or the Display; (iii) any act or omission to act by Sponsor, its employees or agents directly or indirectly related to its performance of this Agreement constituting negligence or reckless or willful misconduct; or (iv) any approved use of any Sponsor's Mark.

(b) SeaWorld shall indemnify, protect, defend and hold harmless Sponsor, its parent, subsidiaries and affiliated entities, and its and their respective directors, officers, employees and agents, from and against any and all Claims arising from or connected with (i) any alleged or actual breach by SeaWorld of any provision hereof or the inaccuracy of any warranty or representation made by SeaWorld herein; (ii) the operation of the Park, including the Facilities; (iii) any act or omission to act by SeaWorld directly or indirectly related to its performance of this Agreement



constituting negligence or reckless or willful misconduct; or (iv) any approved use of any SeaWorld Mark.

(c) Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within five (5) 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 11(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 11(c), the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it.

12. Insurance.

(a) Sponsor shall procure and maintain from a qualified and licensed insurer:

(i) A comprehensive or commercial general liability insurance policy (including product liability and advertising liability) with at least Two Million Dollars (\$2,000,000) in coverage for each occurrence. Coverage shall be on an occurrence rather than a claims made basis. The policy shall name SeaWorld as an additional insured and shall include coverage for Sponsor's indemnification obligations under this Agreement.

(ii) workers' compensation and any other insurance for the payment of claims for bodily injuries, including death or disease sustained by employees in the amount of at least the statutory limits under the laws of the State of California. Employers' Liability coverage shall be included with a limit of liability of not less than One Million Dollars (\$1,000,000). A waiver of subrogation in favor of SeaWorld shall be obtained from Sponsor's Workers' Compensation and Employers' Liability insurer.

(b) All insurance policies required of Sponsor hereunder shall provide that SeaWorld will be notified of the cancellation or any restrictive amendment of the policies at least fifteen (15) days prior to the effective date of such cancellation or amendment. Sponsor shall not violate, or permit to be violated, any conditions of said insurance policies, and Sponsor shall at all times satisfy the requirements of the insurance company writing said policies.

(c) On or before execution of this Agreement, Sponsor shall provide SeaWorld with a certificate from such insurer certifying that the insurance policies described in this section is in force and the evidence of coverage shall specifically state that coverage as it pertains to SeaWorld shall be primary regardless of any other coverage that may be available to SeaWorld. Failure to procure and maintain the insurance coverage specified herein throughout the Term shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of SeaWorld's obligations hereunder that Sponsor shall have procured the insurance policy and furnished to SeaWorld the insurance certificate as aforesaid.



13. Representations and Warranties.

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

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

(v) Sponsor's Website shall be accessible to Internet users twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods. Sponsor's Website has adequate security safeguards, procedures and/or firewalls (to the extent reasonably practical with available technology) to ensure that users of Sponsor's Website cannot alter any of the content, and Sponsor's Website shall receive and transmit all SeaWorld and user information in a secure manner, in an encrypted format (minimum 128-bit) with Secure Socket Layer technology. Sponsor further represents and warrants that the encryption protocol will prevent all unauthorized access to Sponsor's Website and use of information received from SeaWorld or users of Sponsor's Website, to the extent reasonably practical with such technology. Sponsor shall continue to update Sponsor's Website 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 Website shall be in good taste and appeal to family audiences. Sponsor's Website shall not contain any content or material that (1) is obscene, scandalous, libelous, unlawful or infringes the rights of any third party; (2) may provoke, shock or offend the community or any sizable group or class thereof; or (3) disparages SeaWorld, any of SeaWorld'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 SeaWorld notwithstanding any investigation made by SeaWorld.

(b) SeaWorld 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 is qualified to do business in the State of 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 SeaWorld, will be its legal, valid and binding obligation enforceable against SeaWorld 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 SeaWorld, and such execution and delivery and the performance by SeaWorld 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) SeaWorld's Website shall be accessible to Internet users twenty-four (24) hours per day, seven (7) days per week, with the sole exception of scheduled maintenance periods. SeaWorld's Website has adequate security safeguards, procedures and/or firewalls (to the extent reasonably practical with available technology) to ensure that users of SeaWorld's Website cannot alter any of the content, and SeaWorld's Website 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. SeaWorld further represents and warrants that the encryption protocol will prevent all unauthorized access to SeaWorld's Website and use of information received from Sponsor or users of SeaWorld's Website, to the extent reasonably practical with such technology. SeaWorld shall continue to update SeaWorld's Website with technology reasonably suited and intended for this application as it is shown to be effective and becomes available.

(vi) All material on SeaWorld's Website shall be in good taste and appeal to family audiences. SeaWorld's Website shall not contain any content or material that (1) is obscene, scandalous, libelous, unlawful or infringes the rights of any third party; (2) may provoke, shock or offend the community or any sizable group or class thereof; or (3) disparages Sponsor, any of Sponsor's affiliated entities, or their respective officers, directors or employees. SeaWorld 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. SeaWorld 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.

14. 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 such requesting party receives such assurance in writing, it may suspend its performance of this Agreement. If such requesting party does not receive such written assurance within five (5) business 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 such requesting 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, effective upon the other party's receipt of 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 thirty (30) days following written notice of such breach or default to the defaulting party;

(ii) any material breach or default of any SeaWorld purchase order governing the purchase and sale of any of the Products or Non-Suncare Products, which such breach or default is not cured within thirty (30) days following written notice of such breach or default to the defaulting party; or

(iii) 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) Either party to this Agreement may terminate this Agreement for any reason upon thirty (30) days prior written notice.

(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 this Agreement have been made before the termination of this Agreement, the party receiving such payments shall refund the payments so attributable promptly after the termination of this Agreement. If payments attributable to periods before the termination remain unpaid upon the termination of this 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) Upon any termination or expiration of this Agreement for any reason each of the parties shall immediately discontinue all use of the other party's logos or trademarks in any



promotion or advertisement and on its website, and disable all links to the website of the other party.

15. 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, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, labor fuel, power, 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 a closure of the Park for a temporary period of at least thirty (30) consecutive days, the term of this Agreement shall be extended with respect to such Park for an equal period.

16. Expenses; 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 thereafter, Sponsor shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all warranties made by Sponsor in this Agreement are true and accurate in all respects and each party is in full compliance with this Agreement; (ii) all invoices and other charges submitted to SeaWorld for payment hereunder were valid and proper and (iii) no payments have been made, directly or indirectly, by or on behalf of Sponsor to or for the benefit of any employee or agent of SeaWorld who may reasonably be expected to influence the decision to enter into this Agreement, or the amount to be paid by SeaWorld 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 generally accepted accounting principles consistently applied. SeaWorld and/or its representatives shall have the right at any time during normal business hours, upon two (2) business days' written notice, to examine said Records.

(c) The equal employment opportunity and affirmative action requirements set forth in 41 CFR Part 60-1.4(a) (race, color, sex and national origin), 41 CFR Part 60-250.5(a) (covered veterans) and 41 CFR Part 60-741.5(a) (individuals with disabilities) and the "employee notice" provisions of 29 CFR Part 470 are hereby incorporated by reference into this Agreement.

17. Confidentiality.

During the Term and for a period of two (2) years thereafter, each party agrees that it will keep confidential the terms of this Agreement and such terms will not be disclosed in any manner whatsoever, in whole or in part, by either party or its agents, representatives or employees without the prior written consent of the other party unless such disclosure is required pursuant to a court order or government authority, whereupon the party required to make such disclosure will provide prompt notice to the other party prior to such disclosure. Notwithstanding the foregoing



prohibition on disclosure, each party may disclose the terms of this Agreement to its employees, counsel and other professional advisors who need to know the terms of this Agreement and who agree to be bound by the restrictions prescribed in this section. Both Sponsor and SeaWorld shall, however, have the right to issue one or more individual or joint press releases to announce the formation of this Agreement, subject to the prior review and approval of any such release by both parties. The failure of a party to approve or disapprove any such release within five (5) business days of receipt thereof shall be deemed approved.

18. Substance Abuse Policy.

Sponsor shall be subject to, and shall comply with, SeaWorld's Substance Abuse Policy Guidelines in effect on the date hereof (the "Substance Abuse Policy Guidelines"). A copy of the current Substance Abuse Policy Guidelines is attached hereto as Exhibit B. It is, however, understood and agreed that the services to be performed by Sponsor under Section 9(b) hereof are deemed as of the date hereof not to be safety sensitive and would require on-site presence by Sponsor of less than thirty (30) instances per calendar year.

19. Notices.

All notices and other communication required or permitted hereunder shall be in writing and either personally delivered, sent by registered or certified mail, return receipt requested, overnight courier or fax and confirmed by fax answerback and in each case addressed to the parties as follows:

If to SeaWorld:

Busch Entertainment Corporation
231 S. Bemiston, Suite 600
Clayton, MO 63105-1914
Attn: John Sartorius, Vice President,
Partnerships and Promotions
Fax Number: 314-613-6099

If to Sponsor:

Panama Jack, Inc.
230 Ernestine Street
Orlando, FL 32801
Attn: Kim Manna
Fax Number: 407-843-9208

with a mandatory copy of any default notice to:

Anheuser-Busch Companies, Inc.
Legal Department
One Busch Place
St. Louis, MO 63118
Attn: Vice President & General Counsel
Fax Number: 314-577-0776

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



20. Miscellaneous Provisions.

(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 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 11 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 section 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) If either party commences legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or similar proceeding.

(h) 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.

(i) Neither party shall assign its rights and/or obligations or delegate its duties under this Agreement without the prior written consent 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.

(j) The provisions of Sections 5, 8, 11, 14(d) and (e), 16(b), 17 and 20(g) shall survive the expiration or earlier termination of this Agreement.

(k) 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.

(l) This Agreement is made in the State of Missouri and shall be governed by the substantive provisions of Missouri law, without regard to its conflicts of laws principles. 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. Sponsor 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.

SEA WORLD, INC.

PANAMA JACK, INC.

By: John Sartorius

Name: JOHN SARTORIUS

Title: VP RETAIL MARKETING

Date: 8/25/07

By: Kim Manna

Name: Kim Manna

Title: President

Date: 8/17/07





CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)

10/13/10

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

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

PRODUCER Brown & Brown of Florida, Inc. 2600 Lake Lucien Dr., Ste. 330 Maitland, FL 32751-7234 Scott Ohmstede, CPCU, CIC		407-660-8282 407-660-2012	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PANAM-4	FAX (A/C, No):
INSURED Panama Jack Inc Panama Jack International Inc Jeff Bowman, Dir. of Finance 230 Ernestine St Orlando, FL 32801-3622			INSURER(S) AFFORDING COVERAGE INSURER A: Great American E & S Ins. Co. INSURER B: Owners Insurance Co. INSURER C: St. Paul Fire & Marine Ins. Co. INSURER D: Bridgefield Cas. Ins. INSURER E: INSURER F:	
			NAIC # 32700 24767 10335	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	☒	PL2377120-01	10/09/10	10/09/11	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
B	☐ AUTOMOBILE LIABILITY		48584462-00	10/09/10	10/09/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
☒ HIRED AUTOS						
☒ NON-OWNED AUTOS						
C	☒ UMBRELLA LIAB ☒ OCCUR		QK06803940	10/09/10	10/09/11	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 2,000,000
	☐ DEDUCTIBLE					
	RETENTION \$ 10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	196-16969	10/09/10	10/09/11	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Seaworld Parks & Entertainment, Inc. and its subsidiaries have additional insured status as granted by the general liability policy with respects to the operations of the named insured. 30 days written notice to the certificate holder and 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

SEAWO11 SeaWorld Parks & Entertainment Inc. Suite 400 9205 South Park Center Loop Orlando, FL 32819	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Ohmstede, CPCU, CIC
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