

November 13, 2014

VIA EMAIL and FEDERAL EXPRESS

[REDACTED]
Mr. John Hargrove
[REDACTED]

Re: "Beneath the Surface"

Dear Mr. Hargrove:

This law firm represents SeaWorld Parks & Entertainment ("SeaWorld"). It has come to SeaWorld's attention from various media reports that you recently signed a contract with Macmillan Publishing to publish your book entitled "Beneath the Surface" (the "Book"). We are writing to remind you of your ongoing obligations under your Employee Agreement as to Intellectual Property and Confidentiality dated February 19, 2008 (the "Hargrove Agreement"). I have enclosed another copy of the Hargrove Agreement for ease of reference. Paragraph 7 of the Hargrove Agreement provides in pertinent part as follows:

"Unless the Company consents or directs me otherwise in writing, I will not at any time during or after my employment with the Company use any Confidential Information for my own benefit or disclose any Confidential Information to anyone outside the Company. . . In addition, for the period of three (3) years following the termination of my employment with the Company and upon its request, I will certify under oath in writing that I have not disclosed or used in any way any Confidential Information. After this three (3) year period, the obligation not to use or disclose Confidential Information will remain in full force and effect."

"Confidential Information" is defined in paragraph 1(b) of the Hargrove Agreement as follows: