

This letter agreement sets forth our agreement and understanding as to the essential terms of the lease to Southern Star Amusement, Inc., or its subsidiary, (the "Tenant") by the City of New Orleans (the "Landlord") of the property containing the former Jazzland theme park (the "Park"), located in New Orleans. The parties intend this letter agreement to be binding and enforceable, and that it will inure to the benefit of the parties and their respective successors and assigns.

1. Leased Assets. At the closing, the Tenant will lease substantially all of the assets associated with the Park, including all building and improvements, parking areas, material remaining on the site, all additional vacant land associated with the site, all equipment, and all legally assignable government permits pertaining to the operation of the Park.

2. Assumed Liabilities. The Tenant will assume as of the closing date only those liabilities and obligations (i) arising in connection with the operation of the Park by the Tenant after the closing date, and (ii) arising after the closing date in connection with the performance by the Tenant of the contracts and agreements associated with the Park.

3. Lease Terms. The following terms are considered mutually agreed upon. Changes to any of these terms in the final lease agreement may only be made if agreed to in writing by both parties. The agreed upon lease terms include:

- i) Term shall be a 75 year lease, beginning at the commencement date and expiring on December 31, 2085.
- ii) The Premises being leased are defined as the 224 acre site in as-is condition. Any improvements made by Tenant, including but not limited to amusement rides and attractions, shall remain the property of Tenant.
- iii) Rent shall be based on \$1 per paid admission. Rent shall be payable on or before the 20th day of each month for the proceeding calendar month.
- iv) Tenant shall be responsible for all costs associated with the maintenance and operation of the Premises. At a minimum, Tenant shall invest \$10.0 million (the " Capital Expenditure Commitment ") in the Premises in the form of capital improvements (which are expected as of the Commencement Date to include, but not necessarily be limited to, the maintenance of the vegetation on the Premises, clean up of debris, restoration of salvageable fixed assets, removal of unsalvageable rides or attractions, and the re-development of the park area to facilitate a re-opening by the 2012 Season.
- v) The Premises shall be operated for the purpose of operating an amusement park, formerly operated as Jazzland or Six Flags Theme Park. Tenant will operate the Theme Park throughout the Season of each Lease Year, beginning no later than the 2012 Season on a calendar schedule established by Tenant. At Tenant's sole discretion,

unused acreage may be further developed with amenities consistent with the site remaining an entertainment venue.

4. Pre-Closing Covenants. In order to minimize any further damage to the property, Tenant hereby agrees to provide onsite security prior to commencement of the Lease at no cost to Landlord. Landlord agrees to allow Tenant to immediately take possession of the property for the purpose of providing security services. Tenant will be allowed to install an office trailer, provide security lighting, alarms, motion sensor and/or camera systems, or any other technology that may assist in providing better security for the property, make arrangements for the use of utilities on the property. Tenant shall also be allowed to make such repairs and cleanup, including but not limited to mowing or removal of vegetation, trash disposal, etc., that may assist in the securing of the facility. Landlord will assist Tenant in obtaining any permits necessary, such as for the installation of an office trailer or temporary electrical connections that may be needed in order to provide adequate security. While Tenant will assume responsibility for the costs and for their own employees, Landlord will remain solely liable for the property itself during this pre-closing period. The parties agree to prepare, negotiate and execute a lease agreement which will reflect the terms set forth in this letter agreement, and will contain customary representations and warranties.

5. Conditions to Obligation. The Tenant and the Landlord will be obligated to consummate the lease of the Park unless the Tenant has failed to meet specific milestones, despite the parties' reasonable best efforts. Once the final milestone has been achieved, Landlord agrees to execute the final lease agreement within 15 days. Landlord also agrees to not unnecessarily delay the granting of the Lease once the milestones are achieved. Parties hereby agree to the following required milestones:

- i) Tenant shall take possession of the Premises in order to provide security.
- ii) Tenant shall have begun clean-up work and debris removal of the Premises.
- iii) Tenant shall provide proof of funds, or proof of ability to obtain funds, in the form of a bank statement, letter of credit, expenditure report, or any combination thereof, or any other suitable documentation, to the City for a minimum of \$2 million.

6. Due Diligence. The Landlord agrees to cooperate with the Tenant's due diligence investigation of the Park. To that end, Landlord grants Tenant the right to have supervised investors and consultants inspect the facilities while they are providing security. Landlord also grants Tenant the authority to film onsite for documentary, investigative, and similar purposes. Tenant may extend this right to affiliates and/or related companies.

7. Public Announcement. All press releases and public announcements relating to the lease of the Park will be agreed to and prepared jointly by the Landlord and the Tenant.

8. Expenses. Subject to the provisions in paragraph 9 of this letter agreement, each party will pay all of its expenses, including legal fees, incurred in connection with the lease of the Park.

9. Indemnification: The Landlord represents and warrants that the Tenant will not incur any liability in connection with the consummation of the acquisition of the Park to any third party with whom the Landlord or its agents have had discussions regarding the disposition of the Park, and the Landlord agrees to indemnify, defend and hold harmless the Tenant, its officers, directors, stockholders, lenders and affiliates from any claims by or liabilities to such third parties, including any legal or other expenses incurred in connection with the defense of such claims. The covenants contained in this paragraph 9 will survive the termination of this letter agreement.

Upon receipt of a signed copy of this letter, Tenant will proceed with plans for providing security for the Park in a timely manner.

City of New Orleans

Southern Star Amusement, Inc.

By: _____
Mitchell J. Landrieu
Mayor

By: _____
Danny Rogers
President