

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

PREMIER INTERNATIONAL HOLDINGS, INC.,
et al.,¹

Debtors.

Chapter 11

Case No. 09-12019 (CSS)

(Jointly Administered)

SIX FLAGS, INC.,

Plaintiff,

-against-

PARC MANAGEMENT, LLC, PARC
OPERATIONS, LLC, PARC 7F-OPERATIONS
CORPORATION, PARC ELITCH GARDENS,
LLC, PARC WHITE WATER BAY, LLC, PARC
FRONTIER CITY, LLC, PARC SPLASHTOWN,
LLC, PARC WATERWORLD, LLC, and PARC
ENCHANTED PARKS, LLC,

Defendants.

Adv. Proc. No.: 10-_____

**SIX FLAGS, INC.'S COMPLAINT FOR (I) TURNOVER OF ESTATE
PROPERTY; (II) BREACH OF CONTRACT;
(III) DECLARATORY JUDGMENT; AND (IV) OTHER RELIEF**

¹ The Debtors are the following thirty-seven entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Astroworld GP LLC (0431), Astroworld LP (0445), Astroworld LP LLC (0460), Fiesta Texas Inc. (2900), Funtime, Inc. (7495), Funtime Parks, Inc. (0042), Great America LLC (7907), Great Escape Holding Inc. (2284), Great Escape Rides L.P. (9906), Great Escape Theme Park L.P. (3322), Hurricane Harbor GP LLC (0376), Hurricane Harbor LP (0408), Hurricane Harbor LP LLC (0417), KKI, LLC (2287), Magic Mountain LLC (8004), Park Management Corp. (1641), PP Data Services Inc. (8826), Premier International Holdings Inc. (6510), Premier Parks of Colorado Inc. (3464), Premier Parks Holdings Inc. (9961), Premier Waterworld Sacramento Inc. (8406), Riverside Park Enterprises, Inc. (7486), SF HWP Management LLC (5651), SFJ Management Inc. (4280), SFRCC Corp. (1638), Six Flags, Inc. (5059), Six Flags America LP (8165), Six Flags America Property Corporation (5464), Six Flags Great Adventure LLC (8235), Six Flags Great Escape L.P. (8306), Six Flags Operations Inc. (7714), Six Flags Services, Inc. (6089), Six Flags Services of Illinois, Inc. (2550), Six Flags St. Louis LLC (8376), Six Flags Theme Parks Inc. (4873), South Street Holdings LLC (7486), Stuart Amusement Company (2016). The mailing address of each of the Debtors solely for purposes of notices and communications is 1540 Broadway, 15th Floor, New York, NY 10036 (Attn: James Coughlin).



Plaintiff Six Flags, Inc. ("Six Flags"), for its complaint against defendants Parc Management, LLC, Parc Operations, LLC, Parc 7F-Operations Corporation, Parc Elitch Gardens, LLC, Parc White Water Bay, LLC, Parc Frontier City, LLC, Parc Splashtown, LLC, Parc Waterworld, LLC, and Parc Enchanted Parks, LLC alleges as follows:

The Parties

1. Plaintiff Six Flags is a Delaware corporation with its principal place of business in New York, New York. On June 13, 2009, Six Flags and certain related companies commenced in this Court voluntary cases under Chapter 11 of title 11, United States Code (the "Bankruptcy Code"). Since that date Six Flags has operated its business and managed its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. Upon information and belief, defendant Parc Management, LLC ("Parc Management") is a Florida limited liability company, with its principal place in Jacksonville, Florida.

3. Upon information and belief, defendant Parc 7F-Operations Corporation is a Florida corporation with its principal place of business in Jacksonville, Florida.

4. Upon information and belief, defendants Parc Operations, LLC, Parc Elitch Gardens, LLC, Parc White Water Bay, LLC, Parc Frontier City, LLC, Parc Splashtown, LLC, Parc Waterworld, LLC, and Parc Enchanted Parks, LLC are each Florida limited liability companies.

5. Parc Operations, LLC, Parc 7F-Operations Corporation, Parc Elitch Gardens, LLC, Parc White Water Bay, LLC, Parc Frontier City, LLC, Parc Splashtown, LLC, Parc Waterworld, LLC, and Parc Enchanted Parks, LLC are referred to herein collectively as the "Parc Obligors".

6. Each of the Parc Obligors is a subsidiary of Parc Management. The Parc Obligors and Parc Management are referred to herein collectively as the “Defendants”.

Jurisdiction and Venue

7. This adversary proceeding arises under the Bankruptcy Code and relates to the chapter 11 case currently pending in the United States Bankruptcy Court for the District of Delaware titled In re Six Flags, Inc., Case No. 09-12037 (CSS), which is being jointly administered with certain other chapter 11 cases under the caption In re Premier International Holdings Inc., Case No. 09-12019 (CSS).²

8. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 157 and 28 U.S.C. § 1334(b). This proceeding arises under the Bankruptcy Code in that, among other things, it requests the turnover of property of the estate pursuant to 11 U.S.C. § 542(b) and affects the liquidation of an asset of the estate, which constitute core proceedings under 28 U.S.C. § 157(b)(2). This proceeding also relates to a case under the Bankruptcy Code, in that its outcome will have a direct and substantive impact on Six Flags’ bankruptcy estate and its administration. See Celotex Corp. v. Edwards, 514 U.S. 300, 307-08, 318 (1995). Indeed, the subject matter of the action directly involves substantial assets of the estate—ultimately in excess of \$3,000,000.

² An action relating to the facts and issues raised herein was commenced by Parc Management in the United States District Court for the Middle District of Florida on February 28, 2009, titled Parc Management, LLC v. Six Flags, Inc., Case No. 3:09-cv-140-J-32HTS (the “Florida Action”). The Florida Action was in its preliminary stages when it was administratively closed by order of the Florida court dated July 24, 2009 pursuant to the automatic stay entered in this case: the Florida court had issued no substantive rulings and the parties had not engaged in any discovery.

The instant action is properly before this Court. The subject matter of the action is important to the bankruptcy estate because it directly involves substantial assets of the estate – ultimately in excess of \$3,000,000. Moreover, the bankruptcy court will be able to ensure an appropriate and expeditious resolution of the dispute.

9. To the extent its consent is required, Six Flags consents to entry of a final order or judgment by this Court.

10. Venue is proper under 28 U.S.C. § 1409.

11. This action seeks turnover of estate property and damages and declaratory relief pursuant to a promissory note. Pursuant to that note's terms, no claims arising from or based upon the note are subject to trial by jury.

Factual Allegations

A. The Defendants' Acquisition Of Certain Amusement Parks From Six Flags

12. In approximately April 2007, the Defendants acquired certain amusement parks from Six Flags. Specifically, Six Flags and non-party CNL Financial Group, Inc. ("CNL") entered into a number of transactions whereby CNL or its affiliates purchased the parks from Six Flags and simultaneously leased each of those parks to one of the Parc Obligors through sale leaseback transactions.

13. In connection with the foregoing transactions, on or about April 6, 2007, the Parc Obligors and Six Flags entered into an unsecured subordinated promissory note (the "Note"). Pursuant to the Note, the Parc Obligors agreed to pay Six Flags the principal sum of \$37,000,000, together with interest on the outstanding principal balance over a period of ten years. A copy of the Note is attached hereto as Exhibit A.

14. The Note contemplated that the Defendants would obtain a working capital facility from another lender and provided that, in case of a default under the working capital facility, payments under the Note would be subordinated to payments under the working capital facility. Six Flags also agreed to enter into such documents as might be required to evidence this agreement to subordinate.

15. Subsequently, Parc Management, as the principal borrower, and the Parc Obligors, as affiliate borrowers, entered into a working capital facility with SunTrust Bank. Therefore, in accordance with the Note, on or about April 15, 2008, Parc Management, the Parc Obligors, Six Flags, and SunTrust Bank entered into a subordination and intercreditor agreement (the “Intercreditor Agreement”), reflecting the terms of the subordination provision contained in the Note. As stated in the Intercreditor Agreement, the purpose of that agreement is to “define the relative rights of SunTrust and [Six Flags]” and the agreement does not impair any of Defendants’ debt obligations to Six Flags. In other words, all of the Defendants’ payment obligations are set forth in the Note, not the Intercreditor Agreement.

B. The Parc Obligors’ Payment Obligations To Six Flags Under The Note

16. The Note sets forth the manner in which the Defendants are to pay principal and interest to Six Flags. Specifically, the Note provides that:

Accrued and unpaid interest only shall be due and payable monthly on the outstanding principal balance at the applicable Interest Rate beginning on May 1, 2007, and continuing on the first (1st) day of each month thereafter until the Maturity Date. In addition, the principal shall be due and payable in consecutive annual payments of ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100TH DOLLARS (US \$1,700,000.00), on the first calendar day of January beginning on January 1, 2008, and continuing on each anniversary thereof through and including January 1, 2016, and the entire indebtedness evidenced hereby shall be due and payable in full, together with a balloon principal payment of TWENTY ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100TH DOLLARS (US \$21,700,000.00) on the Maturity Date [April 6, 2017]; provided, however, that if the amount of the Limited Rent Guaranty (Six Flags) to be provided by Holder in favor of the Landlords (as defined therein) under the Leases as of the date of this Note is less than \$9,999,999 (the excess of \$9,999,999 over the amount of such guaranty, the “**Deferred Amount**”), then payments of principal and interest under this Note shall be deferred until such time as the total amount of deferred payments of principal and interest (such deferred payments, the “**Accrued Deferred Payments**”) equals the Deferred Amount, and

the Deferred Amount shall be added to the balloon payment due hereunder; provided, further, however, that the Deferred Amount shall be reduced (but not below zero) by an amount equal to (i) \$1,000,000 on January 1 of each year plus (ii) the amount of any Amount Funded (as such term is defined in the Limited Rent Guaranty (Six Flags)); concurrently therewith, the amount, if any, by which the Accrued Deferred Payments exceeds the Deferred Amount, as adjusted, shall be paid in full to the Holder. If an Equity Event (as such term is defined in the Limited Rent Guaranty (Six Flags)) occurs after the date of this Note, then the Deferred Amount shall be further reduced (but not below zero) by the amount of the net proceeds received by Obligors upon consummation of such subsequent Equity Event effective as of the date of such Equity Event; concurrently therewith, the amount, if any, by which the Accrued Deferred Payments exceeds the Deferred Amount, as adjusted, shall be paid in full to the Holder.

Ex. A at 1-2 (emphasis in original). Thus, pursuant to the Note, interest is due on a monthly basis and principal is due on an annual basis, subject to certain modifications.

17. The Defendants are jointly and severally liable for any and all amounts due under the Note.³

C. The Deferred Amount

18. The Note provides that payments of principal and interest are to be deferred under certain circumstances. According to the Note:

[I]f the amount of the Limited Rent Guaranty (Six Flags) to be provided by [Six Flags] in favor of the Landlords (as defined therein) under the Leases as of the date of this Note is less than \$9,999,999 (the excess of \$9,999,999 over the amount of such guaranty, the “**Deferred Amount**”, then payments of principal and interest under the Note shall be deferred until such time as the total amount of the deferred payments of principal and interest (such deferred payments, the “**Accrued Deferred Payments**”) equals the Deferred Amount, and the Deferred Amount shall be added to the balloon payment due hereunder; provided, further, however, that

³ The Note provides that the Parc Obligors are required to pay all amounts due and owing under the Note. In addition, Parc Management has admitted through the complaints it filed in the Florida Action that its interests and obligations under the Note are identical to those of the Parc Obligors. Thus, all of the Defendants are jointly and severally liable for all amounts due under the Note.

the Deferred Amount shall be reduced (but not below zero) [in the following ways . . .]

Ex. A at 1 (emphasis in original.)

19. The "Limited Rent Guaranty" is a separate agreement entered into by different parties in connection with the sale of amusement parks referred to in paragraph [12] above. As of April 6, 2007, the amount of the Limited Rent Guaranty was zero. Thus, as of the date the Note was entered, the Deferred Amount was \$9,999,999 and principal and interest payments were to be deferred until the Accrued Deferred Payments equaled the Deferred Amount.

20. The Deferred Amount is subject to certain reductions throughout the term of the Note. In this regard, the Note provides that:

[T]he Deferred Amount shall be reduced (but not below zero) by an amount equal to (i) \$1,000,000 on January 1 of each year plus (ii) the amount of any Amount Funded (as such term is defined in the Limited Rent Guaranty (Six Flags)); concurrently therewith, the amount, if any, by which the Accrued Deferred Payments exceeds the Deferred Amount, as adjusted, shall be paid in full to the Holder. If an Equity Event (as such term is defined in the Limited Rent Guaranty (Six Flags)) occurs after the date of this Note, then the Deferred Amount shall be further reduced (but not below zero) by the amount of the net proceeds received by Obligors upon consummation of such subsequent Equity Event effective as of the date of such Equity Event; concurrently therewith, the amount, if any, by which the Accrued Deferred Payments exceeds the Deferred Amount, as adjusted, shall be paid in full to the Holder.

Ex. A at 1-2. Thus, the Deferred Amount is to be reduced under three circumstances: (i) on January 1 of each year (the "Annual Reduction"), (ii) when any amounts are funded under the Limited Rent Guaranty, and (iii) upon the consummation of an "Equity Event." These three circumstances are referred to herein as "Reduction Events".

21. The Deferred Amount will continue to be decreased, as Reduction Events occur, until the Deferred Amount reaches zero. If, on the Maturity Date, the Deferred Amount is greater than zero, it will be added to the balloon payment.

22. Since the Note's inception in April 2007, two Annual Reductions and one Equity Event have occurred. No amounts have been funded under the Limited Rent Guaranty. Thus, to date, four Reduction Events have occurred under the Note:

| Date | Reduction Event | Reduction Amount | Deferred Amount |
|------------------|------------------|------------------|-----------------|
| April 6, 2007 | N/A | N/A | \$9,999,999 |
| January 1, 2008 | Annual Reduction | \$1,000,000 | \$8,999,999 |
| January 31, 2008 | Equity Event | \$4,999,999 | \$4,000,000 |
| January 1, 2009 | Annual Reduction | \$1,000,000 | \$3,000,000 |
| January 1, 2010 | Annual Reduction | \$1,000,000 | \$2,000,000 |

Absent an Equity Event, or a funding under the Limited Rent Guaranty, the next Reduction Event will be an Annual Reduction on January 1, 2011.

D. The Deferral Of The Parc Obligors' Interest And Principal Payments From May 1, 2007 Through February 1, 2008

23. The Note provides that the payment of principal and interest will be deferred until such time as the Accrued Deferred Payments equals the Deferred Amount.

24. As discussed above, principal payments were due on January 1 of each year, beginning in 2008, and interest payments on the outstanding principal balance were due on the first day of each month, beginning in May 2007.

25. From May 1, 2007 until April 5, 2009, the monthly interest due on the outstanding balance was to be calculated at a rate of 7.5% per annum.

26. The following chart identifies the principal and interest payments which were deferred, as well as the Accrued Deferred Amount, as of each payment date:

| Date | Principal Due | Interest Due | Accrued Deferred Amount |
|---------|----------------|--------------|-------------------------|
| 5/1/07 | 0 | \$185,000.00 | \$185,000.00 |
| 6/1/07 | 0 | \$238,958.33 | \$423,958.33 |
| 7/1/07 | 0 | \$231,250.00 | \$655,208.33 |
| 8/1/07 | 0 | \$238,958.33 | \$894,166.67 |
| 9/1/07 | 0 | \$238,958.33 | \$1,133,125.00 |
| 10/1/07 | 0 | \$231,250.00 | \$1,364,375.00 |
| 11/1/07 | 0 | \$238,958.33 | \$1,603,333.33 |
| 12/1/07 | 0 | \$231,250.00 | \$1,834,583.33 |
| 1/1/08 | \$1,700,000.00 | \$238,958.33 | \$3,781,250.00 |
| 2/1/08 | 0 | \$220,625.00 | \$4,001,875.00 |

27. As described above, on January 31, 2008, an Equity Event occurred, which reduced the Deferred Amount from \$8,999,999 to \$4,000,000. However, no principal or interest payment was due at that time.

28. On February 1, 2008, a monthly interest payment of \$220,625.00 became due. This interest payment brought the Accrued Deferred Amount to \$4,001,875, and the Accrued Deferred Amount became equal to the Deferred Amount. (In fact, it exceeded it by \$1,875.) As a result, the last deferral of an interest or principal payment under the Note occurred on February 1, 2008.

E. The Parc Obligors Fail To Pay \$2,001,875 Due Under The Note

29. On January 1, 2009, an Annual Reduction of the Deferred Amount occurred, resulting in the Deferred Amount being reduced to \$3,000,000. Consequently, the Accrued Deferred Amount, which at that time totaled \$4,001,875.00, exceeded the Deferred Amount by \$1,001,875 (the “Excess Amount”). Under the Note, the Parc Obligors were required to pay the Excess Amount to Six Flags “concurrently with” the Annual Reduction – i.e., on January 1, 2009.

30. The Parc Obligors did not pay the Excess Amount when it became due on January 1, 2009.

31. On January 30, 2009, Six Flags notified the Defendants in writing (the “Notice of Default”) that the Parc Obligors were in default under the Note and demanded immediate payment of the Excess Amount.

32. While the Notice of Default demanded payment of \$1,000,000, the full amount due and owing was \$1,001,875. Six Flags is entitled to seek recovery of the entire Excess Amount pursuant to the express terms of the Note, which provide that “[a]ny forbearance by Holder in exercising any right or remedy under this Note shall not be a waiver of or preclude the exercise of any right or remedy”. Ex. A at 2.

33. Despite being advised of their obligation to pay the Excess Amount and of their default under the Note, the Parc Obligors wrongfully refused to pay Six Flags the amount it is owed. Instead, the Defendants claim that they are not required to pay the Excess Amount because the Deferred Amount of \$4,000,000 was “added” to the balloon payment on February 1, 2008. Thus, according to Defendants, payment of the Excess Amount would constitute a “prepayment” of the balloon payment, which is not due until 2017. This contention, however, ignores the language of the Note which provides:

. . . payments of principal and interest under this Note shall be deferred until such time as the total amount of deferred payments of principal and interest (such deferred payments, the “**Accrued Deferred Payments**”) equals the Deferred Amount, and the Deferred Amount shall be added to the balloon payment due hereunder; *provided, further, however, that the Deferred Amount shall be reduced (but not below zero) by an amount equal to (i) \$1,000,000 on January 1 of each year plus (ii) the amount of any Amount Funded (as such term is defined in the Limited Rent Guaranty (Six Flags)); concurrently therewith, the amount, if any, by which the Accrued Deferred Payments exceeds the Deferred Amount, as adjusted, shall be paid in full to the Holder.*

Ex. A at 1 (Emphasis partly in original, partly supplied.) Thus, the Note expressly provides that (a) the Deferred Amount will continue to be reduced throughout the term of the Note, but that the amount will not be reduced to an amount below zero, (b) that any excess amount will be paid “concurrently” with the reduction that results in the excess amount, and (c) the Deferred Amount is to be added to the balloon payment at the Maturity Date.

34. An additional adjustment to the Deferred Amount occurred on January 1, 2010, due to an Annual Reduction. As of January 1, 2010, the Deferred Amount was reduced to \$2,000,000, and the Deferred Amount exceeded the Accrued Deferred Amount by an additional \$1,000,000. Similar reductions will occur on January 1, 2011 and January 1, 2012.

35. Defendants have not paid the additional \$1,000,000 due under the Note as of January 1, 2010 (with the Excess Amount, the “Excess Amounts”). Defendants have advised Six Flags that the Parc Obligors will not pay any future excess amounts when they become due. In this regard, Defendants claim that the Note only provides for a single excess amount to be paid over the life of the Note. No such limitation, however, appears in the Note.

FIRST CAUSE OF ACTION
(Turnover Pursuant to 11 U.S.C. § 542)

36. Six Flags repeats and realleges the allegations of paragraphs 1 through 35, as if set forth fully herein.

37. Pursuant to 11 U.S.C. § 542(b), an entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, must pay the debt to, to or on the order of, the trustee or debtor in possession.

38. As of January 1, 2009 and January 1, 2010, Defendants were required to pay the Excess Amounts to Six Flags under the clear express terms of the Note.

39. Defendants failed to pay the Excess Amounts to Six Flags.

40. The Excess Amounts are matured and due and payable.

41. By reason of the foregoing, Six Flags is entitled to turnover by the Defendants of no less than \$2,001,875 plus statutory interest thereon for the benefit of the estate pursuant to section 542 of the Bankruptcy Code.

SECOND CAUSE OF ACTION
(Breach of Contract – Failure to Pay Excess Amounts)

42. Six Flags repeats and realleges the allegations of paragraphs 1 through 41, as if set forth fully herein.

43. As a result of the Annual Reduction on January 1, 2009, the Defendants were obligated immediately to pay Six Flags the Excess Amount of \$1,001,875.

44. On January 30, 2009, Six Flags provided the Defendants with written notice that their failure to pay the Excess Amount constituted an Event of Default under the Note.

45. As a result of the Annual Reduction on January 1, 2010, the Defendants were obligated immediately to pay Six Flags the additional Excess Amount of \$1,000,000.

46. The Defendants have wrongfully failed and refused to pay Six Flags the Excess Amounts.

47. By reason of the foregoing, Six Flags has been damaged in the amount of \$2,001,875.

THIRD CAUSE OF ACTION
(Breach of Contract – Failure to Pay Additional Interest Amount)

48. Six Flags repeats and realleges the allegations of paragraphs 1 through 47, as if set forth fully herein.

49. Pursuant to Section I.B of the Note, the principal balance of the Note is and has been bearing additional interest of 4% per annum in excess of the applicable interest rate set forth in the Note (the “Additional Interest Amount”) since January 30, 2009. Thus, for the period from January 30, 2009 through April 5, 2009, the applicable interest rate on the outstanding principal balance increased from 7.5% to 11.5%, and for the period since April 6, 2009, the applicable interest rate has increased from 8.5% to 12.5%.

50. The Defendants have failed to pay Six Flags any of the Additional Interest Amount that is due and owing under the Note.

51. By reason of the foregoing, Six Flags has been damaged in amount to be determined at trial.

FOURTH CAUSE OF ACTION
(Declaratory Judgment)

52. Six Flags repeats and realleges the allegations of paragraphs 1 through 51, as if set forth fully herein.

53. An actual justiciable controversy exists between Six Flags and the Defendants. Six Flags has duly demanded payment of the Excess Amounts in accordance with the terms of the Note. The Defendants have unreasonably refused to pay the amount demanded, in violation of the Note.

54. Moreover, Defendants have indicated that they will not pay any future excess amounts when they become due under the Note because the Deferred Amount has purportedly already been “added to” the balloon payment, which will be payable in 2017. It is anticipated that such excess amounts will become due annually, pursuant to the Annual Reduction, until the Deferred Amount is decreased to zero which is expected to occur on or about January 1, 2012.

55. Defendants’ position is untenable in that it is contradicted by the clear express terms of the Note.

56. Pursuant to 28 U.S.C. §§ 2201 and 2202, Six Flags is entitled to a declaratory judgment declaring the parties’ rights under the Note as follows:

(a) Upon the occurrence of any Reduction Event, the Defendants are immediately required to pay Six Flags the amount, if any, by which the Accrued Deferred Payments exceed the Deferred Amount as of the date of the Reduction Event.

(b) As a result of the Annual Reduction on January 1, 2009, the Accrued Deferred Payments exceeded the Deferred Amount by \$1,001,875, and the Defendants were obligated to immediately pay that amount in full to Six Flags.

(c) As a result of the Annual Reduction on January 1, 2010, the Accrued Deferred Payments exceeded the Deferred Amount by \$1,000,000, and the Defendants were obligated to immediately pay that amount in full to Six Flags.

(d) The Intercreditor Agreement does not alter the Defendants’ payment obligations to Six Flags pursuant to Paragraph 1 of the Note.

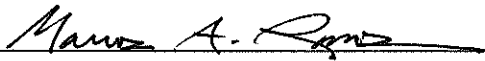
PRAYER FOR RELIEF

WHEREFORE, Six Flags requests that the Court enter an Order:

- (a) On its first cause of action, compelling Defendants to turnover no less than \$2,001,875, plus statutory interest thereon;
- (b) On its second cause of action, awarding Six Flags damages in the amount of \$2,001,875, plus statutory interest thereon;
- (c) On its third cause of action, awarding Six Flags damages in an amount to be determined at trial, plus statutory interest thereon;
- (d) On its fourth cause of action, granting Six Flags a declaratory judgment declaring the parties' rights under the Note as follows: (i) upon the occurrence of any Reduction Event, the Defendants are immediately required to pay Six Flags the amount, if any, by which the Accrued Deferred Payments exceed the Deferred Amount as of the date of the Reduction Event; (ii) as a result of the Annual Reduction on January 1, 2009, the Accrued Deferred Payments exceeded the Deferred Amount by \$1,001,875, and the Defendants were obligated to immediately pay that amount in full to Six Flags; (iii) as a result of the Annual Reduction on January 1, 2010, the Accrued Deferred Payments exceeded the Deferred Amount by \$1,000,000, and the Defendants were obligated to immediately pay that amount in full to Six Flags; and (iv) the Intercreditor Agreement does not alter the Defendants' payment obligations to Six Flags pursuant to Paragraph 1 of the Note; and

(e) Awarding Six Flags such other and further relief as the Court deems just and proper.

Dated: January 8, 2010
Wilmington, Delaware


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EXHIBIT A

UNSECURED SUBORDINATED PROMISSORY NOTE

US \$37,000,000.00

New York, NY
(Place of Execution)

April 6, 2007

FOR VALUE RECEIVED, PARC Operations, LLC, a Florida limited liability company ("PARC Operations"), PARC 7F-Operations Corporation, a Florida corporation, PARC Elitch Gardens, LLC, a Florida limited liability company, PARC White Water Bay, LLC, a Florida limited liability company, PARC Frontier City, LLC, a Florida limited liability company, PARC Splashtown, LLC, a Florida limited liability company, PARC Waterworld, LLC, a Florida limited liability company, PARC Darien Lake, LLC, a Florida limited liability company, and PARC Enchanted Parks, LLC, a Florida limited liability company (each an "Obligor" and collectively the "Obligors"), jointly and severally, promise to pay to the order of Six Flags, Inc., whose address is 1540 Broadway, 15th Floor, New York, New York 10036 ("Holder"), the principal sum of **THIRTY-SEVEN MILLION AND NO/100 DOLLARS (\$37,000,000.00)**, together with interest (as then in effect, the "Interest Rate") on the outstanding principal balance from the date hereof, until paid, at the rate of seven and one-half percent per annum through April 5, 2009 ("Period One") and at the rate of eight and one-half percent per annum from April 6, 2009 through April 6, 2017 (the "Maturity Date," and such period between Period One and the Maturity Date, "Period Two"), in lawful money of the United States of America. Accrued and unpaid interest only shall be due and payable monthly on the outstanding principal balance at the applicable Interest Rate beginning on May 1, 2007, and continuing on the first (1st) day of each month thereafter until the Maturity Date. In addition, the principal shall be due and payable in consecutive annual payments of **ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100TH DOLLARS (US \$1,700,000.00)**, on the first calendar day of January beginning on January 1, 2008, and continuing on each anniversary thereof through and including January 1, 2016, and the entire indebtedness evidenced hereby shall be due and payable in full, together with a balloon principal payment of **TWENTY ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100TH DOLLARS (US \$21,700,000.00)** on the Maturity Date; provided, however, that if the amount of the Limited Rent Guaranty (Six Flags) to be provided by Holder in favor of the Landlords (as defined therein) under the Leases as of the date of this Note is less than \$9,999,999 (the excess of \$9,999,999 over the amount of such guaranty, the "Deferred Amount"), then payments of principal and interest under this Note shall be deferred until such time as the total amount of deferred payments of principal and interest (such deferred payments, the "Accrued Deferred Payments") equals the Deferred Amount, and the Deferred Amount shall be added to the balloon payment due hereunder; provided, further, however, that the Deferred Amount shall be reduced (but not below zero) by an amount equal to (i) \$1,000,000 on January 1 of each year plus (ii) the amount of any Amount Funded (as such term is defined in the Limited Rent Guaranty (Six Flags)); concurrently therewith, the amount, if any, by which the Accrued Deferred Payments exceeds the Deferred Amount, as adjusted, shall be paid in full to the Holder. If an Equity Event (as such term is defined in the Limited Rent Guaranty (Six Flags)) occurs after the date of this Note, then the Deferred Amount shall be further reduced (but not below zero) by the amount of the net proceeds received by Obligors upon consummation of

such subsequent Equity Event effective as of the date of such Equity Event; concurrently therewith, the amount, if any, by which the Accrued Deferred Payments exceeds the Deferred Amount, as adjusted, shall be paid in full to the Holder. If any installment under this Note is due on a day that is not a Business Day (as defined herein), such installment shall be deemed to be due and payable on the next Business Day and such extension of time shall be taken into account in calculating the amount of interest payable under this Note. All computation of interest shall be made by Holder on the basis of a year of 360 days.

At any time from the date of this Note, the Obligors may prepay the entire or any portion of the unpaid principal balance of this Note in full or in part on the last Business Day before a scheduled monthly payment date without any additional payment of a prepayment fee or penalty. Upon prepayment of this Note, the Obligors shall simultaneously pay any and all interest accrued on this Note through and including the date of such prepayment.

From time to time, without affecting the obligations of the Obligors or their respective successors or assigns to pay the outstanding principal balance of this Note and observe the covenants of the undersigned contained herein (after any applicable notice or cure period, if any), and without affecting the guaranty of any person, corporation, partnership or other entity for payment of the outstanding principal balance of this Note, without giving notice to or obtaining the consent of the Obligors, the successors or assigns of the Obligors or guarantors, and without liability on the part of Holder, Holder may, at the option of Holder, extend the time for payment of said outstanding principal balance or any part thereof, reduce the payments thereon, release anyone liable on any of said outstanding principal balance, accept a renewal of this Note, modify the terms and time of payment of said outstanding principal balance, join in any extension or subordination agreement, release any security given herefor, take or release other or additional security, and agree in writing with the Obligors to modify the rate of interest or period of amortization of this Note or change the amount of the monthly installments payable hereunder or otherwise modify, amend or waive any term or provision of this Note.

Presentment, notice of dishonor, right to set off and counterclaim, and protest are hereby waived by each of the Obligors.

Unless applicable law requires otherwise, so long as no Event of Default (as defined below) occurs and is continuing, all payments received by Holder under this Note shall be applied by Holder to the interest, fees and costs and the principal (if applicable) of the Note. If an Event of Default occurs and is continuing, Holder may apply any payments received by Holder in any amount and in any order as Holder shall determine in Holder's sole discretion.

Any forbearance by Holder in exercising any right or remedy under this Note shall not be a waiver of or preclude the exercise of any right or remedy.

Capitalized terms used herein but not defined herein have the respective meanings given them in the Leases (as defined in Schedule A hereto).

I. DEFAULTS.

A. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (an "Event of Default");

- (1) Any installment under this Note is not received by Holder within five (5) calendar days after the due date and such default is not cured by the undersigned within five (5) calendar days of the receipt of written notice from Holder;
- (2) Any Obligor fails to observe or perform any other term of this Note;
- (3) Any Obligor makes any materially incorrect or misleading representation or warranty to Holder in connection with this Note or in any certificate, report, financial statement or other information delivered to the Holder;
- (4) Any provision of this Note for any reason ceases to be valid and binding on or enforceable against the undersigned or the undersigned so states in writing;
- (5) Any Obligor (i) defaults in any payment of principal of or interest on any indebtedness or contingent obligation (other than its obligation under this Note) or (ii) defaults in the observance or performance of any agreement or condition relating to any indebtedness or contingent obligation (other than this Note) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur, the effect of which is to permit such indebtedness or contingent obligation to be declared due and payable or such indebtedness or contingent obligation shall otherwise become due or required to be prepaid prior to its stated maturity (determined without regard to whether any notice is required); provided, that it shall not constitute an Event of Default pursuant to clause (i) or (ii) above unless the aggregate principal amount of all such indebtedness or contingent obligations as described in clauses (i) and (ii), inclusive, exceeds \$2,000,000 at any one time;
- (6) One or more judgments, orders or decrees is entered against any Obligor involving a liability not paid or fully covered by insurance in excess of \$2,000,000 for all such judgments and decrees and all such judgments or decrees shall not have been vacated, discharged or stayed or bonded pending appeal within sixty (60) days from the entry thereof;
- (7) Any of the following occurs: (i) the merger or consolidation of any Obligor with or into any other person other than an affiliate of the undersigned, (ii) the dissolution or liquidation of any Obligor (iii) the sale of all or substantially all of the assets of any Obligor, without the prior written consent of Holder, which will not be unreasonably withheld; or (iv) the transfer of a controlling interest in the securities of any Obligor, without the prior written consent of Holder, which will not be unreasonably withheld; or
- (8) Any of the events that may be deemed an event of default, taking into account all applicable cure periods, if any, in accordance with Section 12.1 of any of the Leases (as defined in Schedule A hereto), as currently in effect as of the date of this Note and any amendment of which in the Leases shall not be deemed to be an amendment for purposes of this Note, occurs, and as a result thereof, the Landlord under such Leases shall have declared a default.

Holder shall deliver a written notice of any Event of Default to the Obligor (the "Notice of Default") as soon as practicable after Holder has knowledge of such Event of Default.

Each Obligor shall deliver to Holder a copy of any notice of default that the undersigned receives with respect to the Leases upon its receipt thereof.

B. Additional Interest; Late Charge. Upon an Event of Default, the balance of this Note shall bear additional interest equal to four percent (4%) per annum in excess of the Interest Rate (except as hereafter provided in Section V.C hereof) (the "Default Rate"), computed from the date any Obligor receives the Notice of Default to the date the Event of Default is no longer continuing, as evidenced by written notice from Holder to the Obligors; provided, however, that if the Default Rate is in excess of the amount permitted to be charged to the Obligors under applicable federal or state law, Holder shall be entitled to collect additional interest at the highest rate permitted by such law. In addition to the foregoing, upon an Event of Default pursuant to Section I.A.(1) hereof, the Obligors shall pay to Holder a late charge equal to three percent (3%) of each payment past due for five (5) or more calendar days, such late charge to be immediately due and payable without demand by Holder.

C. Acceleration. If the Obligors fail to cure any Event of Default described in Section I.A.(1) hereof within five (5) calendar days of any Obligor's receipt of the Notice of Default or any other Event of Default within thirty (30) calendar days of its receipt of Notice of Default, then, pursuant to written notice to the Obligors, Holder may, at any time that such Event of Default is continuing, accelerate this Note and declare all outstanding and unpaid principal, interest, additional interest and late charges then due and payable, regardless of any prior forbearance. If Holder elects to accelerate the Note, the Obligors shall also pay to Holder all of Holder's reasonable expenses and costs in connection with Holder's collection hereunder, including, without limitation, reasonable attorneys' fees, court costs and expenses, including attorneys' fees and expenses on any appeal and without relief from valuation and appraisal laws.

II. REPRESENTATIONS

By its execution hereof, each Obligor represents that:

A. Authority. The Obligor has the legal capacity, power and ability to execute and deliver this Note and to perform all of its obligations hereunder. This Note is the legal, valid and binding obligation of the Obligor, enforceable against the Obligor in accordance with the terms hereof.

B. No Conflict; Consents. The execution, delivery and performance by the Obligor of this Note do not and will not (i) violate any law, rule or regulation, conflict with any agreement, instrument or other document or order, judgment, injunction or determination by which the Obligor or any of its assets are bound or (ii) require the consent or approval of any governmental authority or other person or entity.

III. ADDITIONAL COVENANTS.

In addition to the covenants and agreements made in this Note, the Obligors further covenant and agree (and shall cause its successors or assigns to covenant and agree) with and in favor of Holder as follows:

A. **Monthly Financial Statements.** Throughout the term of this Note each Obligor shall deliver to Holder a copy of the information delivered to the Landlord under Section 17.2 of the Lease.

B. **Audited Financial Statements.** Each Obligor shall deliver to Holder within forty-five (45) days after the end of each Fiscal Year, a profit and loss statement, balance sheet and statement of cash flow showing results from operations during such Fiscal Year. The aforesaid financial statements shall be accompanied by a Certificate of the Chief Executive Officer or the Chief Financial Officer of the Obligor (or of the Obligor's general partner or managing member, if applicable) (an "Officer's Certificate") which, for purposes hereof shall mean a Certificate of the Chief Executive Officer or the Chief Financial Officer of the Obligor (which Certificate shall also be certified by another officer, or partner or member of the undersigned) in which such Officer shall certify to the best of such Officer's knowledge (a) that such statements have been properly prepared in accordance with GAAP and are true, correct and complete in all material respects and fairly present the consolidated financial condition of the Obligor at and as of the dates thereof and the results of its operations for the period covered thereby, and (b) that no Event of Default has occurred and is continuing hereunder or under the Leases. If the Holder shall determine in its reasonable discretion that the Holder could be required to include the assets, liabilities and results of the activities of any Obligor and its Affiliates in the consolidated financial statements of the Holder pursuant to applicable accounting requirements and guidance (the foregoing, a "Consolidation Determination"), then the Obligor shall also deliver to Holder at any time and from time-to-time, upon not less than twenty (20) days notice from Holder, any financial statements or other financial reporting information required to be filed by Holder with the SEC or any other governmental authority or required pursuant to any order issued by any Governmental Agencies or arbitrator in any litigation to which Holder is a party for purposes of compliance therewith ("Additional Information"). If the Obligor is required to incur any additional out of pocket costs, fees and expenses in preparing such Additional Information other than in the ordinary course of the Obligor's obligations hereunder, Holder shall reimburse the Obligor for all costs, fees and expenses incurred in such preparation. Notwithstanding the foregoing, in the event that the Obligor's financial records are not otherwise being reviewed or audited by an independent certified public accountant then the Holder will accept financial statements certified true and correct by the Chief Financial Officer of the Obligor to the best of such Officer's knowledge (or of the Obligor's general partner or managing member, if applicable). If Holder makes a Consolidation Determination, in connection with Holder's responsibility to maintain effective internal controls over financial reporting and the requirements for complying with the Sarbanes-Oxley Act of 2002 ("SOX"), each Obligor hereby agrees to provide reasonable access to the Obligor's books and records and properties, upon reasonable prior oral or written notice to the Obligor and reasonable assistance necessary to Holder that will allow Holder to conduct activities necessary to satisfy such responsibilities, including but not limited to the activities stipulated by the Public Company Accounting Oversight Board in its release 2004-1, or other

similarly promulgated guidance by other regulatory agencies. Each Obligor shall be reimbursed its reasonable expenses incurred for all such services and assistance requested by Holder. Holder agrees to provide the Obligor with appropriate notice regarding the conduct of the activities anticipated in this provision. If Holder makes a Consolidation Determination, the Obligor agrees to provide, at Holder's request and expense, evidence of the Obligor's documented policies, if any, regarding "whistle-blower" procedures and regarding the reporting of fraud or misstatements involving financial reporting of the Obligor.

C. Records. Each Obligor shall keep and maintain at all times in accordance with GAAP (separate and apart from its other books, records and accounts) complete and accurate up to date books and records adequate to reflect clearly and correctly the results of operations of the Obligor. Such books and records shall be kept and maintained at the Leased Property or the Obligor's principal office. Holder or its representatives shall have, at all reasonable times during normal business hours, reasonable access, on reasonable advance notice, to examine and copy each Obligor's books and records and properties. Such books and records shall be available for at least four (4) years for Holder's inspection, copying, review and audit at Holder's expense during reasonable business hours and upon reasonable notice.

D. Compliance with SOX. If the Holder makes a Consolidation Determination, each Obligor shall comply with any and all policies that Holder has implemented in accordance with SOX, copies of all such policies to be provided to each Obligor. In addition to the requirements contained in Section III.C. hereof, each Obligor shall provide Holder and Holder's accountants with all access to the Obligor's books, records, properties and personnel as Holder or its accountants may deem reasonably necessary in order for (i) Holder to comply with SOX, (ii) Holder's officers to provide the required certifications under SOX and (iii) Holder to perform the necessary audits and necessary reviews of procedures required by SOX and the rules and regulations of the SEC.

E. No Distributions. If the Obligors Net Worth (as defined below) after the transactions contemplated herein, is less than the Guaranteed Funding Limit (as defined in the Limited Rent Guaranty (Six Flags), no Obligor shall, directly or indirectly: (i) declare or pay any dividend or make any other payment or distribution on account of such Obligor's equity interests to the direct or indirect holders of such equity interests in their capacity as such or (ii) purchase, redeem or otherwise acquire or retire for value any equity interests in the Obligor or any direct or indirect parent of the Obligor, if, in any such case, the aggregate stockholder's equity of the Obligors determined in accordance with GAAP after giving effect to any such transactions would be less than the total aggregate stockholder's equity of the Obligors determined in accordance with GAAP as of the date of this Note. "Obligors Net Worth" shall mean the net worth of the Obligors, provided, the net worth of each Obligor shall be calculated in accordance with GAAP and Obligors Net Worth shall include an Obligor (other than PARC Operations) for only as long as such Obligor is owned by PARC Operations or one of its Affiliates.

F. Limitation on Incurrence of Indebtedness. Except for liabilities incurred in the ordinary course of business and any working capital credit facility established by any of the Obligors in an aggregate amount not to exceed Twenty Million Dollars (\$20,000,000) (the "Working Capital Facility"), each Obligor shall not create, incur, assume or guarantee, or permit to exist or become or remain liable directly or indirectly upon, any Indebtedness except

Indebtedness of the Obligor to Landlord under the applicable Lease and Indebtedness permitted under the terms of any Lease. As used in this Section III.H. (and notwithstanding any other definition of Indebtedness in the Lease), Indebtedness shall mean all obligations, contingent or otherwise, to pay or repay monies irrespective of whether, in accordance with GAAP, such obligations should be reflected on the obligor's balance sheet as debt.

G. Confidentiality. Holder agrees that any information provided to Holder pursuant to this Section III shall not be used for any competitive purpose and shall be treated by Holder as confidential, except to the extent that disclosure of any such information is required by law, regulation, regulatory authority or other applicable judicial or governmental requirement or order or stock exchange or other similar stock listing requirements.

IV. SUBORDINATION.

Holder, by its acceptance of this Note, agrees that the payment of all obligations owing to it pursuant hereto are and will be subordinated to the prior payment in full of any and all indebtedness and other obligations incurred by the Obligors under (i) the Leases and related loan documentation, (ii) the Working Capital Facility, provided that, such subordination of Holder in favor of the Working Capital Facility lender shall permit the payment of scheduled principal and interest payments under this Note so long as no default or event of default has occurred and is continuing under the Working Capital Facility, including without limitation any payment or covenant default or event of default of any kind or nature whatsoever, without regard to (A) the nature of the default or event of default or (B) whether the Working Capital Facility lender has taken any steps to enforce any rights or seek any remedies arising by virtue of such default or event of default, and (iii) any other promissory note issued by Obligors in favor of Holder pursuant to the Limited Rent Guaranty (Six Flags) (the "Additional Notes"). Upon any payment or distribution of assets of any Obligor of any kind or character, including in connection with any winding up, dissolution or liquidation of any Obligor, the Leases, the Working Capital Facility and the Additional Notes shall first be paid in full to the satisfaction of (i) the Landlords under the Leases, (ii) the lender(s) under the Working Capital Facility and (iii) Holder with respect to the Additional Notes, prior to any payment or distribution on this Note. Notwithstanding the foregoing to the contrary, nothing contained in this Note shall impair or otherwise affect the obligation of the Obligors to make regular monthly payments of interest and annual payments of principal as provided in the first paragraph of this Note; provided, however, that Holder shall not be entitled to receive, and the Obligors shall not be obligated to make, any payments (including regular monthly payments of interest and annual payments of principal under this Note) for so long as any Obligor is in default with respect to payment under any Lease, the Working Capital Facility or the Additional Notes. Holder hereby agrees to promptly execute and deliver any subordination agreements, instruments and acknowledgments as may be required by the Landlord of any Lease, the lender(s) under the Working Capital Facility or the Holder with respect to the Additional Notes in order to further evidence the agreement of Holder to subordinate its right to payment under this Note as described in this Section IV.

V. GENERAL.

A. Notice; Business Day

Any notice to Holder or any Obligor provided for in this Note shall be given in the manner provided in the applicable Lease. The term "Business Day" means any day other than a Saturday, a Sunday, or any other day which in Florida or New York is a legal holiday or a day on which banking institutions are authorized or required by law or government action to close.

B. Assignment

This Note is freely assignable in whole or in part, from time to time, by Holder and Holder may grant participation interest(s) herein. Without limiting the foregoing, the Obligors understand and agree that Holder may sell, pledge, grant a security interest in, collaterally assign, transfer, deliver or otherwise dispose of this Note, from time to time. This Note shall be binding upon each Obligor, its heirs, devisees, administrators, executives, personal representatives, successors, receivers, trustees, permitted assignees, including all successors in interest of each Obligor, and shall inure to the benefit of Holder hereof, and the successors and assignees of Holder.

Each Obligor may, with the prior written consent of Holder, require the assumption of this Note upon an assignment of all of the Leases pursuant to the terms of the Leases by the assignee of the Leases (the "Assuming Party"). Upon any such assumption by the Assuming Party of all obligations under this Note and the execution of all documents required by Holder to evidence the Assigning Party's obligations as set forth herein, the Obligors or any subsequent Assuming Party shall be released from liability under this Note. The Obligors or the Assuming Party shall be responsible for any and all costs, fees (including reasonable attorney's fees), documentary taxes, intangible taxes, transfer taxes, etc. incurred in connection with any such assignment and assumption.

C. Governing Law; Usury; Miscellaneous

This Note shall be governed by and construed in accordance with the laws of the State of New York. The Obligors and Holder agree that any dispute arising out of this Note shall be subject to the jurisdiction of both the state and federal courts in New York. For that purpose, each Obligor hereby submits to the jurisdiction of the state and federal courts of New York. Each Obligor further agrees to accept service of process out of any of the aforesaid courts in any such dispute by registered or certified mail, postage prepaid, addressed to the undersigned or by "express mail" or national receipted overnight delivery service addressed to the Obligor. Nothing herein contained, however, shall prevent Holder from bringing any action or exercising any rights against (i) any or all Obligors, (ii) any security or (iii) the assets of any or all Obligors, within any other state or jurisdiction.

The parties hereto intend to conform strictly to the applicable usury laws. In no event, whether by reason of demand for payment, prepayment, acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged or received by Holder hereunder or otherwise exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to Holder in excess of the maximum lawful amount, the interest payable to Holder shall be reduced automatically to the maximum amount permitted by applicable law. If Holder shall ever receive anything of value deemed interest under applicable law which would apart from this provision be in excess of the maximum lawful

amount, an amount equal to any amount which would have been excessive interest shall be applied to the reduction of the principal amount owing hereunder in the inverse order of its maturity and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid balance of principal, such excess shall be refunded to the undersigned. All interest paid or agreed to be paid to Holder shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law. The provisions of this paragraph shall control all existing and future agreements between the undersigned and Holder.

Whenever possible this Note and each provision hereof shall be interpreted in such manner as to be effective, valid and enforceable under applicable law. Any provisions of this Note which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In addition, any determination that the application of any provision hereof to any person or under any circumstance is illegal and unenforceable shall not affect the legality, validity and enforceability of such provision as it may be applied to any other person or in any other circumstance.

D. WAIVER OF JURY TRIAL; NO CONSEQUENTIAL OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OBLIGOR AND HOLDER BY ITS ACCEPTANCE HEREOF, FOR ITSELF AND FOR EACH HOLDER HEREOF, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE, THAT:

(a) NEITHER THE OBLIGOR NOR HOLDER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR LEGAL REPRESENTATIVE OF ANY OF THE SAME SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS NOTE, ANY INSTRUMENT OR ANY LOAN DOCUMENT EVIDENCING, SECURING OR RELATING TO THE OBLIGATIONS OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;

(b) NEITHER THE OBLIGOR NOR HOLDER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED;

(c) THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE OBLIGOR AND HOLDER, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;

(d) NEITHER THE OBLIGOR NOR HOLDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES;

(e) IN NO EVENT SHALL HOLDER BE RESPONSIBLE OR LIABLE FOR CONSEQUENTIAL OR PUNITIVE DAMAGES TO THE EXTENT PERMITTED BY LAW; AND

(f) THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER TO ENTER INTO THIS TRANSACTION AND IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

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

PARC 7F-OPERATIONS CORPORATION,
a Florida corporation

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

PARC OPERATIONS, LLC, a Delaware
limited liability company

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

PARC ELITCH GARDENS, LLC, a Florida
limited liability company

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

PARC WHITE WATER BAY, LLC, a Florida
limited liability company

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

PARC FRONTIER CITY, LLC, a Florida
limited liability company

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

PARC SPLASHTOWN, LLC, a Florida
limited liability company

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

PARC WATERWORLD, LLC, a Florida
limited liability company

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

PARC DARIEN LAKE, LLC, a Florida limited
liability company

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

PARC ENCHANTED PARKS, LLC, a Florida
limited liability company

By: Randal H. Drew, Pres.
Name: Randal H. Drew
Title: President

STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally
appeared Randal H. Drew, known to me to be the
President of PARC 7F-OPERATIONS CORPORATION, a Florida corporation, the
company that executed the foregoing instrument, and who provided driver's license as
identification or who is known to me to be the person who executed the foregoing instrument on behalf of said
company, and acknowledged to me that such company executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007

DANIELLE J. BERNTHAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 028E6156370
Qualified in New York County
My Commission Expires November 27, 2010

Dan J. Bernthal
Notary Public - State of _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randal H. Drew, known to me to be the President of PARC OPERATIONS, LLC, a Delaware limited liability company, the company that executed the foregoing instrument, and who provided driver's license as identification or who is known to me to be the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007.

DANIELLE J. BERNTHAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BE6156370
Qualified in New York County
My Commission Expires November 27, 2010

Danille J. Bernthal
Notary Public - State of _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randal H. Drew, known to me to be the President of PARC ELITCH GARDENS, LLC, a Florida limited liability company, the company that executed the foregoing instrument, and who provided driver's license as identification or who is known to me to be the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007.

DANIELLE J. BERNTHAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BE6156370
Qualified in New York County
My Commission Expires November 27, 2010

Danille J. Bernthal
Notary Public - State of _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randal H. Drew, known to me to be the President of PARC WHITE WATER BAY, LLC, a Florida limited liability company, the company that executed the foregoing instrument, and who provided driver's license as identification or who is known to me to be the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007.

DANIELLE J. BERNTHAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BE6156370
Qualified in New York County
My Commission Expires November 27, 2010

Danille J. Bernthal
Notary Public - State of _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randal H. Drew, known to me to be the President of PARC FRONTIER CITY, LLC, a Florida limited liability company, the company that executed the foregoing instrument, and who provided driver's license as identification or who is known to me to be the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007.

DANIELLE J. BERNTHAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BE6156370
Qualified in New York County
My Commission Expires November 27, 2010

Danielle J. Bernthal
Notary Public - State of _____
Print Name: _____
Commission Number: _____
My Commission Expires: _____

STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randal H. Drew, known to me to be the President of PARC SPLASHTOWN, LLC, a Florida limited liability company, the company that executed the foregoing instrument, and who provided driver's license as identification or who is known to me to be the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007.

DANIELLE J. BERNTHAL
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STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randal H. Drew, known to me to be the President of PARC WATERWORLD, LLC, a Florida limited liability company, the company that executed the foregoing instrument, and who provided driver's license as identification or who is known to me to be the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007.

DANIELLE J. BERNTHAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BE6156370
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Danielle J. Bernthal
Notary Public - State of _____
Print Name: _____

Commission Number: _____
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STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randal H. Drew, known to me to be the President of PARC DARIEN LAKE, LLC, a Florida limited liability company, the company that executed the foregoing instrument, and who provided driver's license as identification or who is known to me to be the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007.

DANIELLE J. BERNTHAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BE6156370
Qualified in New York County
My Commission Expires November 27, 2010

Daniel J. Bernthal
Notary Public - State of _____
Print Name: _____
Commission Number: _____
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STATE OF New York
COUNTY OF New York

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Randal H. Drew, known to me to be the President of PARC ENCHANTED PARKS, LLC, a Florida limited liability company, the company that executed the foregoing instrument, and who provided driver's license as identification or who is known to me to be the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this 5th day of April, 2007.

DANIELLE J. BERNTHAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 02BE6156370
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Daniel J. Bernthal
Notary Public - State of _____
Print Name: _____
Commission Number: _____
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SCHEDULE A

1. Lease Agreement, dated as of April 6, 2007, between CNL Income Darien Lake, LLC, as landlord, and PARC Darien Lake, LLC, as tenant.
2. Lease Agreement, dated as of April 6, 2007, between CNL Income Elitch Gardens, LLC, as landlord, and PARC Elitch Gardens, LLC, as tenant.
3. Sublease Agreement, dated as of April 6, 2007, between CNL Income Enchanted Village, LLC, as landlord, and PARC Enchanted Parks, LLC, as tenant.
4. Lease Agreement, dated as of April 6, 2007, between CNL Income Frontier City, LLC, as landlord, and PARC Frontier City, LLC, as tenant.
5. Lease Agreement, dated as of April 6, 2007, between CNL Income Splashtown, LLC, as landlord, and PARC Splashtown, LLC, as tenant.
6. Sublease Agreement, dated as of April 6, 2007, between CNL Income Waterworld, LLC, as landlord, and PARC Waterworld, LLC, as tenant.
7. Lease Agreement, dated as of April 6, 2007, between CNL Income White Water Bay, LLC, as landlord, and PARC White Water Bay, LLC, as tenant.

Each Tenant referenced in 1 through 7 above, herein, "Tenant" and each Lease referenced in 1 through 7 above, herein, "Lease."