

FIRST AMENDMENT

FIRST AMENDMENT, dated as of August 12, 2009 (this "Amendment"), to (a) the Second Amended and Restated Credit Agreement, dated as of May 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SIX FLAGS, INC., a Delaware corporation ("Parent"), SIX FLAGS OPERATIONS INC., a Delaware corporation ("Holdings"), SIX FLAGS THEME PARKS INC., a Delaware corporation (the "Primary Borrower"), each of which is a debtor and debtor-in-possession in a case pending under chapter 11 of the Bankruptcy Code (as defined below), the Foreign Subsidiary Borrowers from time to time parties to the Credit Agreement (together with the Primary Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent"), and (b) the Guarantee and Collateral Agreement (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make and have made loans and other extensions of credit to the Borrowers;

WHEREAS, on June 13, 2009, Parent, Holdings and the Primary Borrower commenced cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Chapter 11 Cases");

WHEREAS, as a material inducement for certain participating Lenders to enter into a letter agreement, dated June 13, 2009, with Parent, Holdings and the Primary Borrower, the Borrowers agreed to request that certain provisions of the Credit Agreement and the Guarantee and Collateral Agreement be amended in the manner provided for in this Amendment; and

WHEREAS, upon this Amendment becoming effective, the Lenders will have agreed that certain provisions of the Credit Agreement and the Guarantee and Collateral Agreement be amended in the manner provided for in this Amendment;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. AMENDMENTS.

2.1 Amendments to Section 1.1 of the Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

“First Amendment”: the First Amendment, dated as of August 12, 2009, to this Agreement.

“First Amendment Effective Date”: as defined in Section 3 of the First Amendment.

“Principal Obligations”: the unpaid principal of the Loans and Reimbursement Obligations and the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit.

2.2 Amendment to Section 5.4 of the Credit Agreement. Section 5.4 of the Credit Agreement is hereby amended in its entirety to read as follows:

5.4. Optional Prepayments. Any Borrower may at any time and from time to time prepay the Loans made to it, in whole or in part, without premium or penalty (except as otherwise provided in Section 5.11(b)), upon irrevocable notice delivered to the Administrative Agent at least three Business Days prior thereto in the case of Eurocurrency Loans and at least one Business Day prior thereto in the case of Base Rate Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of Eurocurrency Loans or Base Rate Loans; provided, that (a) if a Eurocurrency Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the relevant Borrower shall also pay any amounts owing pursuant to Section 5.14 and (b) no prior notice is required for the prepayment of Swing Line Loans. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of Loans (other than Swing Line Loans) shall be in an aggregate principal amount of \$1,000,000 or a whole multiple thereof (in the case of Loans denominated in Dollars) or €1,000,000 or a whole multiple thereof (in the case of Loans denominated in euro). Partial prepayments of Swing Line Loans shall be in an aggregate principal amount of \$100,000 or a whole multiple thereof. Each optional prepayment by any Borrower on account of principal on the Term Loans shall, notwithstanding any instruction that such prepayment shall be applied only to Term Loans, be applied *pro rata* according to the respective outstanding amounts of the Principal Obligations hereunder then held by all Lenders. If the amount of any prepayment to be applied to the Principal Obligations under the Revolving Credit Facility pursuant to the immediately preceding sentence is greater than the aggregate principal amount of Revolving Credit Loans then outstanding (because L/C Obligations constitute a portion of such Principal Obligations), such excess shall be deposited in cash in a cash collateral account established with the Administrative Agent for the benefit of the Revolving Credit Lenders on terms and conditions reasonably satisfactory to the Administrative Agent. If the Revolving Facilities are prepaid ratably with the Term Facility as contemplated by the two immediately preceding sentences the Total

Revolving Credit Commitments and the Total Multicurrency Commitments shall be permanently reduced by the amount of prepayments and cash collateralization hereunder in respect of the Revolving Extensions of Credit and the Multicurrency Extensions of Credit, as applicable, with such reductions to be allocated among the Revolving Credit Lenders and Multicurrency Lenders *pro rata* based on the Principal Obligations in respect of such Facilities held by such Lenders.

2.3 Amendment to Section 5.5 of the Credit Agreement. Section 5.5(d) of the Credit Agreement is hereby amended in its entirety to read as follows:

(d) Amounts to be applied in connection with prepayments made pursuant to this Section shall be applied to the prepayment of the Principal Obligations of all Lenders hereunder *pro rata* according to the respective outstanding amounts of the Principal Obligations hereunder of the relevant Lender. The application of any prepayment of Loans under any Facility pursuant to this Section shall be made, first, to Base Rate Loans under such Facility and, second, to Eurocurrency Loans under such Facility. Each prepayment of the Loans under this Section shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid. If the amount of any prepayment to be applied to the Principal Obligations under the Revolving Credit Facility is greater than the aggregate principal amount of Revolving Credit Loans then outstanding (because L/C Obligations constitute a portion of such Principal Obligations), such excess shall be deposited in cash in a cash collateral account established with the Administrative Agent for the benefit of the Revolving Credit Lenders on terms and conditions reasonably satisfactory to the Administrative Agent. The Total Revolving Credit Commitments and the Total Multicurrency Commitments shall be permanently reduced by the amount of prepayments and cash collateralization hereunder in respect of the Revolving Extensions of Credit and the Multicurrency Extensions of Credit, as applicable, with such reductions to be allocated among the Revolving Credit Lenders and Multicurrency Lenders *pro rata* based on the Principal Obligations in respect of such Facilities held by such Lenders.

2.4 Amendments to Section 9 of the Credit Agreement.

(a) Section 9.1 of the Credit Agreement is hereby amended by deleting therefrom the proviso at the end thereof.

(b) Section 9 of the Credit Agreement is hereby amended by inserting the following new Section 9.1A immediately after the end of Section 9.1 therein:

9.1A. Consolidated Senior Secured Leverage Ratio. (a) Until the final maturity date of the Tranche B Term Loans, permit the Consolidated Senior Secured Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of Holdings ending with any fiscal quarter of Holdings ending on or closest to the respective dates set forth below to exceed the ratio set forth opposite such date:

<u>Date</u>	<u>Consolidated Senior Secured Leverage Ratio</u>
June 30, 2009	5.25 to 1.00
September 30, 2009	5.25 to 1.00
December 31, 2009	5.25 to 1.00
March 31, 2010 and thereafter	4.75 to 1.00

2.5 Amendment to Section 10(c) of the Credit Agreement. Section 10(c) of the Credit Agreement is hereby amended by deleting the “;” at the end thereof and substituting in lieu thereof the following:

, provided, further, that any breach of Section 9.1A of this Agreement shall not, by itself, constitute an Event of Default pursuant to this clause (c) in respect of the Revolving Credit Facility or the Multicurrency Facility until the earlier of (x) the date that is 45 days after the date the compliance certificate reflecting such breach is required to be delivered to the Tranche B Term Loan Lenders (unless the Majority Term Lenders waive such compliance before the end of such 45 day period) and (y) the date on which the Majority Term Lenders request that the Administrative Agent declare the Tranche B Term Loans to be due and payable forthwith;

2.6 Amendment to Section 6.4 of the Guarantee and Collateral Agreement. Section 6.4 of the Guarantee and Collateral Agreement is hereby amended in its entirety to read as follows:

6.4 Application of Proceeds. At such intervals as may be agreed upon by the Primary Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent’s election, the Administrative Agent may apply all or any part of Proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, and any proceeds of the guarantee set forth in Section 2 in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts in respect of the Principal Obligations and interest and fees thereon, *pro rata* among the Lenders according to the amounts of the Principal Obligations held by the Lenders, with any such payment of Loans being applied, first, to Base Rate Loans and, second, to Eurocurrency Loans. If the amount of any prepayment to be applied to the Principal Obligations under the Revolving Credit Facility is greater than the aggregate principal amount of Revolving Credit Loans then outstanding (because L/C Obligations constitute a portion of such Principal Obligations), such excess shall be deposited in cash

in a cash collateral account established with the Administrative Agent for the benefit of the Revolving Credit Lenders on terms and conditions reasonably satisfactory to the Administrative Agent (and, to the extent not required for L/C Obligations by virtue of the expiry of a Letter of Credit, without any drawing thereunder or otherwise, then reapplied as provided in this Section 6.4). The Total Revolving Credit Commitments and the Total Multicurrency Commitments shall be permanently reduced by the amount of prepayments and cash collateralization hereunder in respect of the Revolving Extensions of Credit and the Multicurrency Extensions of Credit, as applicable, with such reductions to be allocated among the Revolving Credit Lenders and Multicurrency Lenders *pro rata* based on the Principal Obligations in respect of such Facilities held by such Lenders;

Third, to the Administrative Agent, for application by it towards prepayment of the remaining Obligations, *pro rata* among the Lenders according to the amounts of the Obligations then held by the Lenders; and

Fourth, any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Primary Borrower or to whomsoever may be lawfully entitled to receive the same.

SECTION 3. CONDITIONS PRECEDENT. This Amendment shall become effective on and as of the date (the "First Amendment Effective Date") on which the Administrative Agent shall have received (a) an executed counterpart of this Amendment, duly executed and delivered by a duly authorized officer of each of Parent, Holdings and the Primary Borrower pursuant to the entry of a final order by the United States Bankruptcy Court for the District of Delaware authorizing such execution and delivery, (b) executed Lender Consent Letters (or email or facsimile transmissions thereof), substantially in the form of Exhibit A hereto ("Lender Consent Letters"), from the Required Lenders and (c) an executed Acknowledgment and Consent, substantially in the form of Exhibit B hereto, from each Guarantor. Notwithstanding the foregoing, this Amendment shall not become effective unless each of the foregoing conditions is satisfied at or prior to 5:00 p.m., New York City time, on November 30, 2009.

SECTION 4. LENDER VOTING AGREEMENT. In connection with this Amendment, the Lenders are entering into a lender voting agreement with respect to the changes to the application of payments and proceeds and the addition of a senior secured leverage ratio effected hereby, which agreement shall be binding upon such Lenders and their respective successors and assigns; provided, that if the First Amendment Effective Date does not occur such agreement shall be of no further force and effect; provided further, that the Primary Borrower is not party to such agreement, was not involved in the negotiation and has no obligations or liabilities in respect of such agreement.

SECTION 5. REFERENCE TO AND EFFECT ON THE LOAN DOCUMENTS. On and after the First Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean

and be a reference to the Credit Agreement as amended and otherwise modified hereby. On and after the First Amendment Effective Date, each reference in the Guarantee and Collateral Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Guarantee and Collateral Agreement, and each reference in the other Loan Documents to “the Guarantee and Collateral Agreement”, “thereunder”, “thereof” or words of like import referring to the Guarantee and Collateral Agreement, shall mean and be a reference to the Guarantee and Collateral Agreement as amended and otherwise modified hereby. Except as expressly amended herein, all of the provisions of the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with the terms thereof and are hereby in all respects ratified and confirmed. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not be deemed to be a waiver of, or consent to, or a modification or amendment of, any other term or condition of the Credit Agreement, the Guarantee and Collateral Agreement or any other Loan Document or to prejudice any other right or rights which the Agents or the Lenders may now have or may have in the future under or in connection with the Credit Agreement, the Guarantee and Collateral Agreement or any of the instruments or agreements referred to therein, as the same may be amended and otherwise modified from time to time.

SECTION 6. COUNTERPARTS. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Amendment signed by all the parties shall be lodged with the Primary Borrower and the Administrative Agent.

SECTION 7. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

SIX FLAGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

SIX FLAGS OPERATIONS INC.

By: \_\_\_\_\_  
Name:  
Title:

SIX FLAGS THEME PARKS INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

LENDER CONSENT LETTER

SIX FLAGS SECOND AMENDED AND RESTATED CREDIT AGREEMENT  
DATED AS OF May 25, 2007

To: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
270 Park Avenue  
New York, New York 10017

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Credit Agreement, dated as of May 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Six Flags, Inc., a Delaware corporation, Six Flags Operations Inc., a Delaware corporation, Six Flags Theme Parks Inc., a Delaware corporation (the "Primary Borrower"), each Foreign Subsidiary Borrower (together with the Primary Borrower, the "Borrowers"), the Lenders from time to time parties to the Credit Agreement and JPMorgan Chase Bank, N.A., as Administrative Agent. Unless otherwise defined herein, capitalized terms used herein and defined in the Credit Agreement are used herein as therein defined.

The Borrowers have requested that the Lenders consent to amend the Credit Agreement and the Guarantee and Collateral Agreement on the terms described in the First Amendment (the "Amendment") to which a form of this Lender Consent Letter is attached as Exhibit A.

Pursuant to Section 12.1(a) of the Credit Agreement, the undersigned Lender hereby irrevocably consents to the execution by the Administrative Agent of the Amendment.

Very truly yours,

\_\_\_\_\_  
(NAME OF LENDER)

By: \_\_\_\_\_  
Name:  
Title:

Dated as of August 12, 2009



ACKNOWLEDGMENT AND CONSENT  
TO THE FIRST AMENDMENT  
TO THE SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Reference is made to the Second Amended and Restated Credit Agreement described in the foregoing First Amendment (the "Credit Agreement"; terms defined in the Credit Agreement and used in this Acknowledgement and Consent shall have the meanings given to such terms in the Credit Agreement). Each of the undersigned Guarantors hereby (a) consents to the foregoing First Amendment and the transactions contemplated thereby and (b) agrees and acknowledges that all guarantees and grants of security interests contained in the Guarantee and Collateral Agreement and other Security Documents are, and shall remain, in full force and effect after giving effect to the foregoing First Amendment and all prior modifications, if any, to the Credit Agreement and the Guarantee and Collateral Agreement.

THIS ACKNOWLEDGMENT AND CONSENT SHALL BE GOVERNED BY,  
AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE  
STATE OF NEW YORK.

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SIX FLAGS OPERATIONS INC.

By: \_\_\_\_\_  
Name:  
Title:

SIX FLAGS THEME PARKS INC.

By: \_\_\_\_\_  
Name:  
Title:

FIESTA TEXAS, INC.  
FUNTIME, INC.  
FUNTIME PARKS, INC.  
GREAT AMERICA LLC  
GREAT ESCAPE HOLDING INC.  
HURRICANE HARBOR GP LLC  
HURRICANE HARBOR LP LLC  
KKI, LLC  
MAGIC MOUNTAIN LLC  
PARK MANAGEMENT CORP.  
PP DATA SERVICES INC.  
PREMIER INTERNATIONAL HOLDINGS INC.  
PREMIER PARKS HOLDINGS INC.  
PREMIER PARKS OF COLORADO INC.  
RIVERSIDE PARK ENTERPRISES, INC.  
SFJ MANAGEMENT INC.  
SIX FLAGS AMERICA PROPERTY  
CORPORATION  
SIX FLAGS GREAT ADVENTURE LLC  
SIX FLAGS SERVICES OF ILLINOIS, INC.  
SIX FLAGS SERVICES, INC.  
SIX FLAGS ST. LOUIS LLC  
SOUTH STREET HOLDINGS LLC  
STUART AMUSEMENT COMPANY

By: \_\_\_\_\_  
Name:  
Title:

HURRICANE HARBOR LP

By: Hurricane Harbor GP LLC, its General Partner

By: \_\_\_\_\_  
Name:  
Title:

SIX FLAGS AMERICA LP

By: Funtime, Inc. , its General Partner

By: \_\_\_\_\_  
Name:  
Title:

ASTROWORLD GP LLC  
ASTROWORLD LP LLC

By: \_\_\_\_\_  
Name:  
Title:

ASTROWORLD LP

By: AstroWorld GP, its General Partner

By: \_\_\_\_\_  
Name:  
Title:

SIX FLAGS GREAT ESCAPE L.P.  
GREAT ESCAPE RIDES L.P.  
GREAT ESCAPE THEME PARK L.P.

By: Great Escape Holding Inc., their General  
Partner

By: \_\_\_\_\_  
Name:  
Title: