

AGREEMENT FOR TEMPORARY CERTIFICATE OF OCCUPANCY

This Agreement for the Issuance of a Temporary Certificate of Occupancy ("Agreement") is made on the 10th day of June, 2010 ("Effective Date"), by Aladdin Entertainment Group, LLC, a California Limited Liability Company ("Developer").

RECITALS

A. Developer seeks to open a water and amusement park (the "Project") on approximately 17 acres located at 1101 California Street in Redlands, California (the "Property"); and

B. On April 23, 2010, the City of Redlands ("City") approved Conditional Use Permit No. 963 (the "CUP") for the Project; and

C. Developer has not satisfied the following conditions of the CUP: (1) Planning Division Condition 37 regarding video camera; (2) Municipal Utilities and Engineering Department Condition A.12(a) regarding repairing and replacing existing off-site improvements; (3) Building Permit B1003940's condition regarding internal tenant improvements; and

D. Developer requests immediate issuance of a Temporary Certificate of Occupancy to facilitate opening the Project to the public; and

E. City has the authority to grant a Temporary Certificate of Occupancy for the Project pursuant to Redlands Municipal Code section 15.04.030, which added section 110.3 to the 2007 California Building Code, as adopted by reference, if City's Chief Building Official finds that no substantial hazard will result from occupancy of the Project; and

F. Section 110.3 requires a minimum two-thousand dollar (\$2,000) deposit before issuance of the Temporary Certificate of Occupancy;

NOW, THEREFORE, in consideration of the City's issuance of a Temporary Certificate of Occupancy, Developer agrees as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein as a substantive part of this Agreement.

2. Term. The Term of the Temporary Certificate of Occupancy shall be sixty days from June 11, 2010.

3. Deposit. Developer shall pay to the City the sum of Two Thousand Dollars (\$2,000) as a condition of the issuance of the Temporary Certificate of Occupancy for the Project.

4. Expiration of Temporary Conditional Use Permit. Developer shall satisfy all conditions of the CUP to City's satisfaction no later than sixty (60) days from June 11, 2010.

If developer fails to satisfy all conditions of Conditional Use Permit No. 963 within such sixty (60) days, Developer shall forfeit the \$2,000 deposit in full, and the Temporary Certificate of Occupancy shall be deemed expired. If Developer satisfies all conditions of the CUP to City's Satisfaction, the City will refund the deposit less a \$200 administration cost, which shall be retained by the City.

5. Defaults and Remedies. City shall have the right to specifically enforce each and every covenant, condition, restriction, and provision in this Agreement and Developer hereby agrees and acknowledges that money damages are an inadequate remedy for any default under this Agreement.

6. Third Party Beneficiaries. Developer acknowledges and agrees there are no third party beneficiaries of this Agreement. City shall have full right and ability to enforce each and every covenant and restriction in this Agreement. No other person(s) or entity(ies) shall have any right of action hereunder.

7. Successors and Assigns. This Agreement's terms, covenants and conditions of this Agreement shall be binding upon Developer and the permitted successors and assigns of Developer. Whenever the term "Developer" is used in this Agreement, it shall include any other successors and assigns as herein provided.

8. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement and it is the prevailing party, City shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of its in-house counsel.

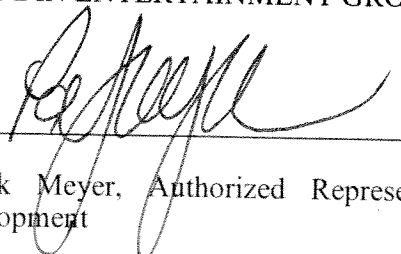
9. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

10. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

IN WITNESS WHEREOF, Developer has executed this Agreement as of the date and year first set forth above.

DEVELOPER:

ALADDIN ENTERTAINMENT GROUP, LLC, a California Limited Liability Company

By: 

Patrick Meyer, Authorized Representative Per Records On File With Community Development