

## SECOND SUPPLEMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This Agreement (the "Second Supplement") is hereby entered into as of the 1st day of March, 2007, by and between MOONLIGHT BANDIT PRODUCTIONS, LLC, a North Carolina limited liability company (the "Company") and the CITY OF ROANOKE RAPIDS, a public body and a political subdivision of the State of North Carolina (the "City").

Section 1. Background. (a) The Company, the City, B&C Roanoke, LLC, a North Carolina limited liability company (the "Developer") and Roanoke Rapids Entertainment One, LLC, a North Carolina limited liability company ("Entertainment One") have heretofore entered into the Economic Development Agreement, dated as of June 30, 2005 (the "Original EDA"), as supplemented and amended by the Supplement to Economic Development Agreement, dated as of September 1, 2006, between the City and the Company (the "First Supplement" and together with the Original EDA, the "EDA"). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in Section 1.1 of the Original EDA or as provided in the First Supplement.

(b) The EDA sets forth the agreements reached by the parties thereto to develop, maintain and operate entertainment facilities in and around the City. Specifically, pursuant to Section 2.2.1 of the EDA, the Developer has agreed to develop and construct the Theater on the Theater Land. Pursuant to Section 2.2.2 of the EDA, the Developer is responsible for securing and servicing the Real Property Debt required for financing the development and construction of the Theater and Theater Land. Pursuant to Section 2.2.3 of the EDA and the Lease Purchase Agreement, the City is entitled to purchase the Theater upon completion of construction thereof, and thereafter to lease the Theater to the Company pursuant to the terms of the EDA, the Lease Purchase Agreement and the Sub-Lease. The City intends to exercise this option upon completion of construction and become the lessor, with the Company being the lessee.

(c) Since the time the EDA was initially executed and delivered, the City has worked towards making arrangements to secure the financing necessary for the City to purchase the Theater, such actions including the creation of the Carolina Crossroads Music and Entertainment District (the "District") and the issuance of a Bond Anticipation Note to provide funding for certain "start-up" costs in connection with the operation of the Theater as contemplated by the EDA. The City plans to issue Bonds on March 7, 2007 to fund the cost of the purchase of the Theater by the City.

(d) The City and the Company entered into the First Supplement to clarify and confirm the understandings between the City and the Company with respect to the payments and commitments being made with respect to such Bonds and the responsibilities thereof between the City on the one hand and the Company on the other hand.

(e) The City and the Company have determined to enter into this Second Supplement to set forth certain additional clarifications with respect to the operation of the terms of the EDA and the Bond documents. This Second Supplement shall be construed as supplementing the provisions of the Original EDA and the First Supplement.

Section 2. Payments with Respect to Real Property Debt. (a) The Bond Order creates a 2007 Capitalized Interest Account to be funded with the proceeds of the Bonds. The Company acknowledges that the funds in such account shall be used by the Trustee, at the direction of the City, to make interest payments on the Bonds (or to reimburse the Bank for such payments paid from drawings under the Letter of Credit), certain payments under the Swap Agreement through May 1, 2008 and certain other payments with respect to the Bonds.

(b) Pursuant to the series resolution adopted in connection with the Bond Order, the City has covenanted, beginning July 1, 2007, to deposit with the Trustee, on or before the first business day of each month, one-twelfth (1/12) of the principal amount due on the Bonds to be redeemed as required by the Letter of Credit and Reimbursement Agreement, dated as of March 1, 2007 (the "Reimbursement Agreement"), between the City and the Bank, on the following July 1. The parties hereto agree that such monthly payments shall constitute Real Property Debt payable by the Company on a monthly basis, notwithstanding that the Bond principal payment will occur annually. As part of the payment of Basic Rent each month, the Company will pay one-twelfth of the principal of the Bonds to be retired on the next ensuing July 1, with the deficiency, if any, in any month, added to the payment due in the next month.

Section 3. Timing of Payments of Basic Rent; Basic Rent Payments Prior to July 1, 2007. (a) Pursuant to the Bond Order and the series resolution adopted in connection with the Bond Order, interest is due on the bonds on the first business day of each month, and the City is required to pay one-twelfth (1/12) principal payment on or before the first business day of each month. In addition, payments to the Swap Provider are required to be paid on the first business day of each month. Other payments with respect to the Bonds are due at various times as set forth in the financing documents. Under the EDA, Basic Rent payments of the Company corresponding to the Real Property Debt are due to the City on or before the fifth Business Day of each.

(b) In order to establish an orderly procedure to accommodate the different payment dates for the Bonds and Swap Agreement on the one hand, and the payment of Basic Rent under the EDA on the other hand, and in order to take into account that that the actual payments due on the Bonds are variable rate payments that are expected to vary from time to time, the parties hereto agree that the Company will pay monthly payments of Basic Rent on the fifth day of each month in the amounts set forth in Exhibit A hereto under the column "Budgeted Monthly Net Rental Payment". At the end of each year, the City will compute the actual payments due with respect to the Real Property Debt and will advise the Company of any additional payments required in order that the payments of Basic Rent for the year in question equal the payments of the Real Property Debt for that year, or of any credits to which the Company may be entitled, which shall be credited against the next payment of Basic Rent to be paid by the Company.

(c) In that there is no net debt service due for the period from the date of commencement of the possession of the Theater by the Company until July 1, 2007 (because interest and other expenses during the period are being paid from capitalized interest and no principal is due on the Real Property Debt on or before July 1, 2007), the parties hereto agree that the Basic Rent for such period shall equal one-twelfth of net debt service for the year ending June 30, 2008.

Section 4. Timing of Payment of the Artist Fee. (a) Section 2.2.6.1 of the Original EDA provides that Revenue from the Theater shall be distributed in the following order: (1) payment of the first \$750,000 of the Artist Fee, (2) payment of Operating Costs (which includes payment of Basic Rent), (3) payment of the remaining \$750,000 of the Artist Fee and (4) payment to the Equity Fund. The parties acknowledge that if the first \$750,000 of the Artist Fee is paid from Revenues of the Theater before Operating Costs are paid, then sufficient funds will not be available to pay Operating Costs until such amount is funded, which will not be beneficial to the Theater or the Bond financing. In addition, The EDA provides that the Company shall reimburse the City the good faith funds of \$500,000 paid by the City to the Developer, in the amount of \$100,000 per year over a 5 year period, such reimbursement to be taken from the Artist Fee, and the parties hereto desire to establish the process for such reimbursement.

(b) The parties hereto agree that Section 2.2.6.1 of the Original EDA shall be clarified to provide for the payment of the Artist Fee and Operating Costs from Revenues of the Theater as follows:

(1) In order to compute the Artist Fee using the same conventions as are used for computing Basic Rent, the Artist Fee shall be computed based upon a July 1 to June 30 year. The Artist Fee shall be paid quarterly in advance, commencing July 1, 2007 for the quarter beginning on such day and ending September 1, 2007.

(2) Beginning with the annual period beginning July 2007 and ending June 30, 2008 (the period during which the Theater will start to generate Revenues), the first \$62,500 (1/12 of \$750,000) of Revenues of the Theater for each month shall be set aside to pay the Artist Fee on the first Business Day of the next quarter (July 1, October 1, January 1 and March 1) and shall be used for such purpose on such day. Such payment is subject to adjustment during the first five years as provided in subsection (c) below (and thereafter to the extent provided in subsection (c)). Any deficiency in the Revenues of the Theater resulting in a payment of less than the entire Artist Fee shall be carried over to the ensuing month until paid and may be paid in ensuing months to the extent of available Revenues of the Theater.

(3) Revenues of the Theater for the month in excess of \$62,500 shall be applied to pay Operating Costs then due and payable (including the Basic Rent due on the fifth Business Day of the next month).

(4) Revenues of the Theater for the month in excess of the amounts required by (a) and (b) shall be set aside in an amount of up to \$750,000 to pay the Artist Fee on July 1 of the next year, provided that the amount so set aside shall be made available to pay Operating Costs to the extent that amounts are not available in the Equity Fund for such use.

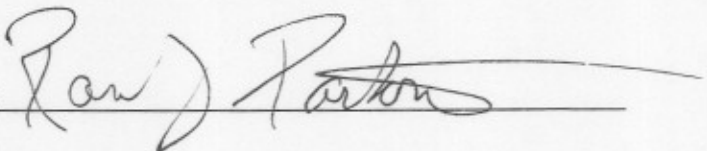
(5) Amounts in excess of the amounts described in (1) through (4) shall be deposited to the Equity Fund for application as provided in the Original EDA.

(c) Of the \$187,500 paid for the first half of the Artist Fee paid quarterly as set forth in (b), \$25,000 shall be paid to the City and the balance shall be paid to the Company. To the extent that Revenues of the Theater are not sufficient for such payment, the deficiency shall be carried over to the next quarter. After the \$500,000 has been reimbursed, the Company shall receive the entire first half of the Artist Fee as described in (b) (subject to the availability of Revenues of the Theater).

Section 5. Optional Redemption of Bonds Pursuant to The Reimbursement Agreement. Pursuant to Sections 5.01(l)(i) and 5.01(m) of the Reimbursement Agreement, the City and Bank have agreed that, under certain financial circumstances, the City will exercise its option to redeem the Bonds prior to maturity subject to the terms set forth therein. The Company and the City agree that amounts in the Equity Fund will be used for such purpose at the times and in the manner set forth in the Reimbursement Agreement. In the event of such redemption, Exhibit A hereto will be revised and modified as necessary to reflect any reduction in the principal amount of the Bonds outstanding.

IN WITNESS WHEREOF, the Company and the City have caused this Supplement to the Economic Development Agreement to be executed and delivered by authorized officers thereof, all as of the 1st day of March, 2007.

MOONLIGHT BANDIT PRODUCTIONS, LLC

By: 

CITY OF ROANOKE RAPIDS, NORTH  
CAROLINA

By: 