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10 **UNITED STATES BANKRUPTCY COURT**
 11 **FOR THE DISTRICT OF NEVADA**

12 In re
 13 155 EAST TROPICANA, LLC,
 a Nevada limited liability company,
 14
 15 Debtor.

Case No: 11-22216-BAM
 Chapter 11
 JOINTLY ADMINISTERED

16 In re
 17 155 EAST TROPICANA FINANCE CORP.,
 a Nevada corporation,
 18
 19 Debtor.

Case No. 11-22217-BAM
 Chapter 11
 Initial Cash Collateral Hearing
 Date: August 4, 2011
 Time: 1:30 p.m.
 Prior Final Cash Collateral Hearing
 Date: January 25, 2012
 Time: 9:30 a.m.
 Continued Final Cash Collateral Hearing
 Date: April 27, 2012
 Time: 9:30 a.m.

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 27 **THIRD STIPULATION TO CONTINUE THE FINAL**
CASH COLLATERAL HEARING

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 101535-003/1421163_2

1 IT IS HEREBY STIPULATED AND AGREED, by and between 155 East Tropicana,
 2 LLC, a Nevada limited liability company ("Company") and 155 East Tropicana Finance Corp.
 3 ("Finance Corp.," and together with Company, "Debtors"), by and through their counsel, the law
 4 firm of Gordon Silver, Canpartners Realty Holding Company IV LLC, in all of its capacities,
 5 including as Agent,¹ Credit Facility Lender and holder of Senior Secured Notes ("Canpartners"),
 6 by and through its counsel, the law firms of Loeb & Loeb, LLP and Shea & Carlyon, Ltd., and
 7 U.S. Bank National Association, in its capacity as Trustee (the "Trustee" and collectively with
 8 Canpartners and Debtors, the "Parties"), by and through its counsel, the law firms of Dorsey &
 9 Whitney, LLP and Ballard Spahr, LLP, as follows:

10 WHEREAS, on August 1, 2011 (the "Petition Date"), Debtors filed voluntary petitions
 11 under Chapter² 11 of the Bankruptcy Code, thereby commencing the above-captioned
 12 bankruptcy cases (the "Chapter 11 Cases"), which cases pursuant to the orders entered by the
 13 above-captioned Bankruptcy Court (the "Court") in their respective cases are to be jointly
 14 administered for procedural purposes consistent with Bankruptcy Rule 1015(b).

15 WHEREAS, on the Petition Date, Debtors filed their *Emergency Motion for Entry of an*
 16 *Interim Order Pursuant to Fed. R. Bankr. P. 4001(b) and LR 4001(b): (1) Initially Determining*
 17 *Extent of Cash Collateral and Authorizing Interim Use of Cash Collateral by Debtors; and (2)*
 18 *Scheduling a Final Hearing to Determine Extent of Cash Collateral and Authorizing Use of*
 19 *Cash Collateral by Debtors* (the "Cash Collateral Motion") [ECF No. 6].

20 WHEREAS, Debtors attached the initial 13-week budget (the "Initial Budget"), which
 21 reflects a summary of projected income and expenses for the 13-week period starting August 2,
 22 2011, as Exhibit "1" to the *Omnibus of Deborah J. Pierce in Support of Emergency Motion for*
 23 *Entry of an Interim Order Pursuant to Fed. R. Bankr. P. 4001(b) and LR 4001(b): (1) Initially*
 24 *Determining Extent of Cash Collateral and Authorizing Interim Use of Cash Collateral by*

25 ¹ All capitalized terms otherwise undefined herein shall have the meanings ascribed to them in the Debtors' First
 26 Amended Joint Plan of Reorganization filed with the Court on January 11, 2012 [ECF No. 364].

27 ² All references to "Chapter" and "Section" herein shall be to the Bankruptcy Code appearing in Title 11 of the
 28 United States Code; all references to a "Bankruptcy Rule" shall refer to the Federal Rules of Bankruptcy Procedure;
 and all references to a "Local Rule" shall refer to the Local Rules of Bankruptcy Practice of the United States
 District Court for the District of Nevada.

1 *Debtors; and (2) Scheduling a Final Hearing to Determine Extent of Cash Collateral and*
2 *Authorizing Use of Cash Collateral by Debtors* (“Cash Collateral Declaration”) [ECF No. 7],
3 which declaration was also filed on the Petition Date in support of the Cash Collateral Motion.

4 WHEREAS, on August 4, 2011, Canpartners filed its limited opposition to the Cash
5 Collateral Motion (the “Limited Opposition”) [ECF No. 33] in support of which the Trustee filed
6 its joinder to the Limited Opposition (the “Joinder”) [ECF No. 42].

7 WHEREAS, on August 19, 2011, the Court entered its interim order regarding the Cash
8 Collateral Motion (the “Interim Cash Collateral Order”) [ECF No. 107].

9 WHEREAS, on September 9, 2011, the Court entered its order (the “First Extension
10 Order”) [ECF No. 138], thereby approving the *Stipulation to Continue the Final Cash Collateral*
11 *Hearing* (the “First Extension Stipulation”) [ECF No. 135], through which the Parties had
12 stipulated to continue the Final Hearing on the Cash Collateral Motion (the “Final Hearing”) [ECF No. 135],
13 from September 14, 2011 to November 2, 2011 (the “First Continued Final Hearing Date”).

14 WHEREAS, on October 27, 2011, the Court entered its order (the “Second Extension
15 Order”) [ECF No. 242], thereby approving the *Second Stipulation to Continue the Final Cash*
16 *Collateral Hearing* (the “Second Extension Stipulation”) [ECF No. 227], through which the
17 Parties had stipulated to continue the Final Hearing from November 2, 2011 to January 25, 2012
18 (the “Second Continued Final Hearing Date”) which authorized Debtors to pay the costs of
19 administration and to operate Company’s business in the ordinary course through the Second
20 Continued Final Hearing Date pursuant to the revised Supplemental Budget (the “Revised
21 Supplemental Budget”), which reflected a summary of projected income and expenses for the
22 13-week period commencing November 1, 2011.

23 WHEREAS, on January 3, 2012, Debtors filed Debtors’ Joint Plan of Reorganization (the
24 “Plan”) [ECF No. 334], which Plan was amended on January 11, 2012 by the Debtors’ First
25 Amended Joint Plan (and as subsequently amended or modified, subject to such amendments or
26 modifications not adversely changing the treatment of Canpartners, the Trustee or the Minority
27 Bondholders as set forth in the Debtors’ First Amended Joint Plan, the “Amended Plan”) [ECF
28 No. 364].

1 WHEREAS, the Amended Plan provides for Distributions to be made to certain parties,
2 including but not limited to, the holders of Allowed Claims (including Allowed Administrative
3 Claims) and provides for the funding of the Wind Down Cash Reserve and the Disputed Claim
4 Reserve (such Distributions, the funding of the Wind Down Cash Reserve and the Disputed
5 Claim Reserve, and such other payments as may be required under the Amended Plan, the “Plan
6 Payments”).

7 WHEREAS, subject to the Court’s entry of a confirmation order and other conditions set
8 forth in the Amended Plan, the Amended Plan provides for an “Effective Date” no later than
9 March 30, 2012 (the “Effective Date”).

10 WHEREAS, the Parties have conferred, and agreed to continue the Final Hearing to April
11 27, 2012, at 9:30 a.m. (“Final Hearing Date”), and thereby continue the deadlines for filing any
12 oppositions to final relief in the Cash Collateral Motion, and any replies thereto consistent with
13 the deadlines as provided in the Local Rules.

14 WHEREAS, the Revised Supplemental Budget expires on January 31, 2012, the Parties
15 have conferred and the Trustee and Canpartners have authorized Debtors to pay the costs of
16 administration and to operate Company’s business in the ordinary course through either the
17 earlier of the Effective Date or the Final Hearing Date pursuant to the Second Revised
18 Supplemental Budget, which reflects a summary of projected income and expenses for the 13-
19 week period commencing January 31, 2012 (“Second Revised Supplemental Budget”), a copy of
20 which is attached hereto as **Exhibit “1.”**

21 WHEREAS, notwithstanding the scheduling of the Final Hearing Date and in order to
22 effectuate and fund the Amended Plan, the Parties agree that on the Effective Date of the
23 Amended Plan, that the Limited Opposition, the Joinder, and the Cash Collateral Motion shall be
24 deemed withdrawn in their entireties, as moot, without further action required by the Parties.

25 WHEREAS, on the Effective Date of the Amended Plan the Parties agree that any
26 interest asserted by Canpartners and/or the Trustee in or lien asserted on any Cash Collateral (as
27 defined in the Cash Collateral Motion) or Disputed Cash (as defined in the Cash Collateral
28 Motion) necessary to make any Plan Payments shall be waived in their entireties (except that

1 nothing herein shall affect the Charging Lien of the Trustee on Distributions under the Amended
2 Plan to the Senior Secured Noteholders) and that such Cash Collateral and Disputed Cash shall
3 be used by and available to Debtors and/or Reorganized Debtor to make any Plan Payments
4 pursuant to the Amended Plan.

5 WHEREAS, on or immediately after the Effective Date of the Amended Plan, the
6 Debtors or Reorganized Debtor shall file with the Court a Notice of Vacation of Continued Cash
7 Collateral Hearing thereby notifying the Court that the Final Hearing Date is vacated pursuant to
8 this Stipulation (the "Third Extension Stipulation").

9 NOW, THEREFORE, subject to entry of the Order approving this Third Extension
10 Stipulation (the "Third Extension Order"), which order has been submitted to the Court
11 concurrently herewith, the Parties hereby stipulate and agree as follows:

12 1. The Final Hearing to determine the use of Cash Collateral during the pendency of
13 these Chapter 11 Cases and the other relief sought by the Cash Collateral Motion shall be
14 continued to the Final Hearing Date, April 27, 2012, at 9:30 a.m.

15 2. The deadline to file written opposition to final relief in the Cash Collateral
16 Motion shall be continued to April 13, 2012, and the deadline to file and serve any replies to
17 such oppositions shall be continued to April 20, 2012.

18 3. Subject to the terms of the Interim Cash Collateral Order (the terms of which are
19 incorporated herein by reference), the First Extension Stipulation, the First Extension Order, the
20 Second Extension Stipulation, the Second Extension Order, this Third Extension Stipulation,
21 and the Third Extension Order, in accordance with the Initial Budget attached to the Cash
22 Collateral Motion as Exhibit "1," the Revised Supplemental Budget attached to the Second
23 Extension Stipulation as Exhibit "1," and the Second Revised Supplemental Budget attached
24 hereto as **Exhibit "1,"** Debtors are authorized to pay the costs of administration and to operate
25 Company's business in the ordinary course through the earlier of the Effective Date or the Final
26 Hearing Date.

27 4. The following shall be events of default (each such event of default a
28 "Termination Event") under this Third Extension Stipulation until the earlier of the Effective

1 Date or the Final Hearing Date:

2 a. the failure by Debtors, after at least 5 business days' prior written notice to
3 Debtors and any committee appointed pursuant to Section 1102 of the Bankruptcy Code
4 specifying such failure, to perform, in any respect, any of the terms, provisions, conditions,
5 covenants, or obligations under this Third Extension Stipulation;

6 b. the reversal, vacation or modification (without the express prior written
7 consent of Canpartners and the Trustee) of this Third Extension Stipulation or the Third
8 Extension Order;

9 c. dismissal of the Chapter 11 Cases, conversion of the Chapter 11 Cases to
10 Chapter 7 cases, or the appointment of a Chapter 11 trustee or examiner (with expanded
11 powers) or other responsible person in the Chapter 11 Cases;

12 d. Company's actual cumulative "Net Operating Cash Flows"³ (as such
13 amount is identified and computed in the Budget) for each Budget period then in effect
14 tested every thirteenth week by reference to the applicable variance report to be prepared
15 by Company and delivered to Canpartners and the Trustee is lower than the projected
16 cumulative Net Operating Cash Flows for the period covered by such Budget by 20% or
17 more, but only if greater than \$100,000; provided, however, that in the event that
18 Company's actual cumulative Net Operating Cash Flows for the cumulative-to-date period
19 covered by any given Budget then in effect is greater than the projected cumulative Net
20 Operating Cash Flows for the corresponding Budget period, Company may carryover and
21 include any such favorable variance as a pro forma adjustment to the actual Net Operating
22 Cash Flows for any subsequent period covered by such Budget;

23 e. Company's actual cumulative "Total Other Disbursements"⁴ (as such
24 amount is identified and computed in the Budget) for each Budget period then in effect

25 ³ "Net Operating Cash Flows" shall be defined as net cash flows prior to cash disbursements for: (i) restructuring
26 fees; (ii) US Trustee fees; (iii) capital expenditures; (iv) interest expense and debt service; (v) adequate protection
payments as ordered by the Court; and (vi) capital lease payments.

27 ⁴ "Total Other Disbursements" shall exclude: (i) gaming taxes; (ii) room taxes; (iii) sales taxes; (iv) restructuring
28 fees and costs; (v) US Trustee fees; (vi) real and personal property taxes; (vii) adequate protection payments as
ordered by the Court; (viii) interest expense and debt service; and (ix) capital expenditures.

1 tested every thirteenth week by reference to the applicable variance report to be prepared
2 by Company and delivered to Canpartners and the Trustee is greater than the projected
3 cumulative Total Other Disbursements for any such corresponding period covered by such
4 Budget by 20% or more; provided, however, that in the event that Company's actual
5 cumulative Total Other Disbursements for the cumulative-to-date period covered by any
6 given Budget then in effect is less than the projected cumulative Total Other Disbursements
7 for the corresponding Budget period, Company may carryover and include any such
8 favorable variance as a pro forma adjustment to the actual Total Other Disbursements for
9 any subsequent Budget period; or

10 f. the Hotel and/or Casino ceases operations or events have occurred which
11 would result in the imminent cessation of operations of the Hotel and/or Casino.

12 5. Upon the occurrence of an event of default:

13 a. following 5 business days' written notice (the "Remedies Notice Period")
14 to all signatories to this Third Extension Stipulation, Canpartners and the Trustee may
15 terminate Debtors' authorization to use Cash Collateral and Disputed Cash Collateral (to
16 the extent determined to be Cash Collateral);

17 b. in the event of such notice, Canpartners and the Trustee consent to
18 Debtors obtaining a hearing before the Court upon shortened time within the Remedies
19 Notice Period to contest and dispute the extent of Cash Collateral and right to seek
20 authorization to use Cash Collateral and Disputed Cash Collateral (to the extent determined
21 to be Cash Collateral); and

22 c. except as provided for in this Third Extension Stipulation and the Third
23 Extension Order, the noticing of a Termination Event does not authorize Canpartners or the
24 Trustee to take any other acts against Debtors as provided in the Credit Facility Loan
25 Documents, the Senior Secured Loan Documents or applicable law without further order of
26 the Court.

27 6. The Agent, the Trustee and Canpartners shall be granted the following as
28 adequate protection of their respective interests in the Cash Collateral and the Disputed Cash

1 Collateral (to the extent determined to be Cash Collateral) against any diminution in the value
2 of such Cash Collateral and Disputed Cash Collateral (to the extent determined to be Cash
3 Collateral) as a result of the use, sale, or lease thereof, and/or the imposition of the automatic
4 stay pursuant to Sections 361, 363(c)(2), and 363(e);

5 a. Company shall pay to the Agent interest on the outstanding principal
6 obligations under the Credit Facility at the default rate as provided for in the Credit
7 Facility, plus reasonable fees, costs and charges as shall be allowed pursuant to Section
8 506(b);

9 b. Debtors shall grant to the Agent and the Trustee additional, replacement,
10 continuing, valid, binding, enforceable, and automatically and properly perfected (without
11 the need for filing or recording any document or taking any action by or on the part of the
12 Agent and the Trustee that may otherwise be required to establish perfection of a security
13 interest or lien under applicable law) security interests in and liens on (collectively, the
14 "Replacement Liens") all collateral granted to the Agent and the Trustee under the Credit
15 Facility Loan Documents and the Senior Secured Loan Documents, including but not
16 limited to all Cash Collateral (including all Disputed Cash Collateral) but not including
17 causes of action under Chapter 5 of the Bankruptcy Code (the "Postpetition Collateral");

18 c. The Replacement Liens shall be senior and prior to all other interests or
19 liens whatsoever in or on the Postpetition Collateral, and the Replacement Lien granted to
20 the Agent shall be senior and prior to the Replacement Lien granted to the Trustee as the
21 Trustee except that the Replacement Liens and all Cash Collateral shall be subject to a
22 carve out (the "Carve Out") for: (i) the payment of all allowed and unpaid professional fees
23 and disbursements of Debtors incurred from the Petition Date through the Third Continued
24 Hearing Final Date as allowed by the Court; (ii) payment of all administrative claims and
25 charges incurred pursuant to the Budget referenced below, including, but not limited to, all
26 taxes, including but not limited to withholding taxes, room occupancy taxes, gaming taxes
27 and sales taxes incurred and accrued from and after the Petition Date and (iii) quarterly fees
28 required to be paid pursuant to 28 U.S.C. § 1930(a)(6) and any fees payable to the Clerk of

1 the Court;

2 d. The Agent, the Trustee and Canpartners shall be provided the protections
3 and rights afforded under Section 507(b) to the extent of any diminution in value of the
4 interests of the Agent, the Trustee or Canpartners in Cash Collateral and Disputed Cash
5 Collateral (to the extent determined to be Cash Collateral); and

6 e. Debtors shall maintain all necessary insurance, including, without
7 limitation, life, fire, hazard, comprehensive, property, fidelity, public liability, and
8 workmen's compensation as may be currently in effect and as required pursuant to the
9 Credit Facility Loan Documents and the Senior Secured Loan Documents, and provide
10 copies of all such policies to Canpartners and the Trustee.

11 7. For the avoidance of doubt, the audit rights and financial reporting obligations
12 provided for in paragraphs 4 and 5 of the Interim Cash Collateral Order are incorporated by
13 reference as if those paragraphs were fully set forth herein.

14 8. Subject to the provisions of paragraphs 11 through 13 below, this Third Extension
15 Stipulation is without prejudice to the rights of Canpartners, the Trustee or any other party in
16 interest; (i) to object to the use of Cash Collateral or Disputed Cash Collateral (to the extent
17 determined to be Cash Collateral) on a final basis or to any other relief sought by the Cash
18 Collateral Motion on any grounds or basis, (ii) to seek additional adequate protection at any
19 time, and (iii) relating to the determination of the asserted rights and interests of Canpartners,
20 the Trustee or any other Senior Secured Noteholder in or to the Cash Collateral, the Disputed
21 Cash Collateral or any other assets of Debtors on which any such party asserts a lien or security
22 interest; (iv) to object to any compensation proposed to be paid to Debtors' management,
23 officers and directors, (v) to object to any effort of any party to impair the claims or liens of the
24 Agent, the Trustee or Canpartners, and (vi) to challenge and otherwise with respect to any
25 transactions entered into between Debtors and their insiders or affiliates, all of which such
26 rights are expressly reserved.

27 9. Subject to paragraphs 11 through 13 below, this Third Extension Stipulation is
28 without prejudice to Debtors: (i) asserting their rights to use Cash Collateral and Disputed Cash

1 Collateral (to the extent determined to be Cash Collateral) as provided for in the Cash Collateral
2 Motion; (ii) to contesting the extent of adequate protection to be afforded by the Final Order to
3 any secured party for the use of Cash Collateral; (iii) contesting the standing of any party in
4 interest to object to the Cash Collateral Motion and the use of or extent of Cash Collateral; (iv)
5 asserting that any claim to a diminution in value of Cash Collateral and Disputed Cash
6 Collateral (to the extent determined to be Cash Collateral) since the Petition Date take into
7 consideration the expenditure of Cash Collateral and Disputed Cash Collateral (to the extent
8 determined to be Cash Collateral) in operating and maintaining the Hotel/Casino since the
9 Petition Date; and (iv) contesting the rights of Canpartners or the Trustee to terminate this Third
10 Extension Stipulation and/or pursue rights and remedies under the Credit Facility Loan
11 Documents and the Senior Secured Loan Documents.

12 10. Furthermore, to the extent that either Canpartners or the Trustee exercises its
13 respective right to seek relief pursuant to Section 362 of the Bankruptcy Code, this Third
14 Extension Stipulation, the effect of which delays a determination as to the extent of Cash
15 Collateral, shall not prejudice Debtors during such proceedings.

16 11. Notwithstanding the scheduling of the Final Hearing Date and in order to
17 effectuate and fund the Amended Plan and to fund the Plan Payments, the Parties agree that on
18 the Effective Date of the Amended Plan that the Limited Opposition, the Joinder, and the Cash
19 Collateral Motion shall be deemed withdrawn in their entireties, as moot, without further action
20 required by the Parties.

21 12. On the Effective Date of the Amended Plan, the Parties agree that any interest
22 asserted by Canpartners and/or the Trustee in or lien asserted on any Cash Collateral (as defined
23 in the Cash Collateral Motion) or Disputed Cash (as defined in the Cash Collateral Motion)
24 necessary to make any Plan Payments shall be waived in their entireties (except that nothing
25 herein shall affect the Charging Lien of the Trustee on Distributions under the Amended Plan to
26 the Senior Secured Noteholders) and that such Cash Collateral and Disputed Cash shall be used
27 by and available to Debtors and/or Reorganized Debtor to make any Plan Payments pursuant to
28 the Amended Plan.

1 13. On or immediately after the Effective Date of the Amended Plan, the Debtors or
2 Reorganized Debtor shall file with the Court a Notice of Vacation of Continued Cash Collateral
3 Hearing thereby notifying Court that the Final Hearing Date is vacated pursuant to this
4 Stipulation.

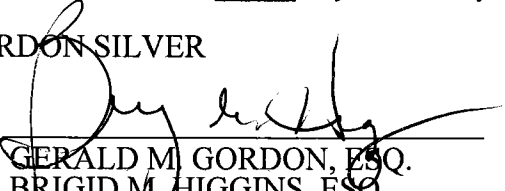
5 14. Notwithstanding (i) anything in this Third Stipulation to the contrary and (ii) the
6 existence of a line item for restructuring in the Initial Budget, the Revised Supplemental
7 Budget, and the Second Revised Supplemental Budget, nothing contained in this Third
8 Extended Stipulation shall preclude or impair the rights of Canpartners, the Trustee or any party
9 in interest to object to any compensation or reimbursement of expenses proposed to be paid, or
10 previously paid, to Debtors' professionals, including without limitation, to the final allowance
11 and payment of the fees and expenses of the Debtors' professionals on a final basis.

12 STIPULATED AND AGREED TO BY:

13 DATED this 24 day of January, 2012.

14 GORDON SILVER

15 By:


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