

*Bruce A. Markell*

Honorable Bruce A. Markell  
United States Bankruptcy Judge



Entered on Docket  
January 23, 2012

GORDON SILVER  
GERALD M. GORDON, ESQ.  
Nevada Bar No. 229  
E-mail: ggordon@gordonsilver.com  
BRIGID M. HIGGINS, ESQ.  
Nevada Bar No. 5990  
E-mail: bhiggins@gordonsilver.com  
CANDACE C. CLARK, ESQ.  
Nevada Bar No. 11539  
E-mail: cclark@gordonsilver.com  
3960 Howard Hughes Pkwy., 9th Floor  
Las Vegas, Nevada 89169  
Telephone (702) 796-5555  
Facsimile (702) 369-2666  
Attorneys for Debtors

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

In re  
155 EAST TROPICANA, LLC,  
a Nevada limited liability company,  
  
Debtor.

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

In re  
155 EAST TROPICANA FINANCE CORP.,  
a Nevada corporation,  
  
Debtor.

Case No. 11-22217-BAM  
Chapter 11  
  
Date: January 18, 2012  
Time: 8:30 a.m.

**ORDER (I) APPROVING SALE PROCEDURES FOR THE SALE OF  
SUBSTANTIALLY ALL OF COMPANY'S ASSETS FREE AND CLEAR OF ALL  
LIENS, CLAIMS, AND INTERESTS; (II) SETTING DATE AND TIME FOR AUCTION  
AND SALE HEARING; (III) APPROVING FORM OF NOTICE OF AUCTION AND  
SALE HEARING; AND (IV) APPROVING FORM OF CURE NOTICE**

On January 3, 2012, 155 East Tropicana, LLC, a Nevada limited liability company (“Company”) and 155 East Tropicana Finance Corporation, a Nevada corporation (“Finance Corp.,” and together with Company, “Debtors”), filed their Motion for Entry of (I) An Order (A) Approving Sale of the Sale Assets Free and Clear of Liens, Claims and Interest; (B) Approving Assumption and Assignment of Certain Unexpired Leases and Executory Contracts; and (II) An Order (A) Approving Sale Procedures; (B) Setting Date and Time for Auction and Sale Hearing; (C) Approving Form of Notice of Auction and Sale Hearing; (D) Approving Form of Cure Notice; and (E) Related Relief [ECF No. 339] (the “Motion”).<sup>1</sup>

The Motion requests (i) an order (the “Sale Order”) granting the relief requested in Paragraphs 8-11 (together, the “Sale Relief”), therein, relating to, *inter alia*, approval of the sale of substantially all of Company’s assets, free and clear of liens, claims and interests, and all of the transactions contemplated thereby, and approval of the assumption and assignment of certain executory contracts and unexpired leases, subject to the entry of the ordering confirming Debtors’ First Amended Joint Plan of Reorganization [ECF No. 364] (as may be subsequently amended or modified, the “Amended Plan”) filed January 3, 2012, and occurrence of the Effective Date as defined in the Amended Plan; and (ii) an order (the “Sale Procedures Order”) granting the relief requested in Paragraphs 2-7 (together, the “Sale Procedures Relief”), therein, relating to, *inter alia*, approval of bid and auction procedures related to the contemplated sale of Company’s assets, the setting of the date and time for the hearing on the Sale Relief, approval of the form of notice of auction and sale hearing, approval of the form of notice of cure amounts under certain executory contracts and unexpired leases, and form of notice of a successful purchaser.

The Motion with respect to the Procedures Relief was heard and considered by the Bankruptcy Court on January 18, 2012 at 8:30 a.m. (the “Sale Procedures Hearing”). Counsels’ appearances are reflected in the Bankruptcy Court’s record of the proceeding. The Bankruptcy

<sup>1</sup> All capitalized undefined terms used herein shall have the meanings ascribed to them in the Motion.

1 Court read and considered the Motion, brought pursuant to Sections<sup>2</sup> 105, 363 and 365 of the  
 2 Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9008, and 9014, and Local Rules  
 3 2002 and 6004 at which time all interested parties were offered an opportunity to be heard with  
 4 respect to entry of the Sale Procedures Order; the Court having reviewed and considered (i) the  
 5 Motion and the exhibits thereto, (ii) the Sale Procedures attached hereto as “**Exhibit 1,**” (iii) the  
 6 form asset purchase agreement (the “Form APA”) attached hereto as **Exhibit “2;”** (iv) the notice  
 7 of Auction and Sale Hearing (the “Sale Notice”) attached hereto as **Exhibit “3,”** (v) the notice of  
 8 the publication of the Sale (the “Publication Notice”) attached hereto as **Exhibit “4,”** and (vi) the  
 9 notice of cure amounts under the executory contracts and unexpired leases (the “Cure Notice”) attached  
 10 hereto as **Exhibit “5,”** and (vi) the arguments of counsel made, and the evidence  
 11 proffered or adduced, at the Sale Procedures Hearing; no oppositions having been filed; and it  
 12 appearing that the Sale Procedures Relief requested in the Motion is reasonable and in the best  
 13 interests of Debtors’ bankruptcy estates, their creditors and other parties-in-interest; and after due  
 14 deliberation and sufficient cause appearing therefor;

15 **IT IS HEREBY FOUND AND DETERMINED THAT:**

16 A. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334.  
 17 This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court  
 18 pursuant to 28 U.S.C. §§ 1408 and 1409.

19 B. Debtors have articulated good and sufficient reasons for, and the best interests of  
 20 their estates, creditors and other parties in interest will be served by, this Court granting the relief  
 21 requested in the Motion including approval of: (1) the Sale Procedures, including the Form  
 22 APA; (2) the procedures (“Contract Procedures”) described below for the determination of the  
 23 amounts necessary to cure defaults (the “Cure Costs”) under the executory contracts and  
 24 unexpired leases to be assumed and assigned pursuant to the Form APA (the “Proposed Assigned  
 25 Contracts”), (3) the form, timing and manner of notice of the proposed sale, the Sale Procedures,

26 <sup>2</sup> All references to “Chapter” and “Section” herein shall be to the Bankruptcy Code appearing in Title 11 of the U.S.  
 27 Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure; and all  
 28 references to a “Local Rule” shall refer to the Local Rules of Bankruptcy Practice of the U.S. District Court for the  
 District of Nevada.

1 the notice procedures ("Notice Procedures") set forth herein below and the other matters  
2 described herein, including the form of the Sale Notice, the form of Publication Notice, the form  
3 of the Cure Notice, and the form of Publication of the Sale.

4 C. Under the circumstances, and in light of the prior marketing of the Sale Assets,  
5 the Sale Procedures constitute a reasonable, sufficient, adequate and proper means to provide  
6 potential competing bidders with an opportunity to submit and pursue higher and better offers for  
7 all or substantially all of the Sale Assets.

8 D. Debtors have articulated good and sufficient reasons for, and the best interests of  
9 their estates, creditors and other parties in interest will be served by, this Court scheduling a Sale  
10 Hearing to consider entry of the Sale Order, including approval of the Sale and the transfer of the  
11 Sale Assets to the Winning Bidder free and clear of all Claims, pursuant to Section 363(f) of the  
12 Bankruptcy Code, or alternatively to the Credit Bidder pursuant to Section 363(k) free and clear  
13 of any liens subordinate to that which is held by the Credit Bidder and/or the Senior Secured  
14 Indenture Trustee.

15 E. The Sale Notice is reasonably calculated to provide parties in interest with proper  
16 notice of the potential sale of the Sale Assets, the related Sale Procedures, the Sale Hearing, the  
17 selection of the Winning Bidder, and related implications on creditors and other parties in  
18 interest.

19 F. The Cure Notice is reasonably calculated to provide all counterparties to the  
20 Proposed Assigned Contracts with proper notice of the potential assumption and assignment of  
21 their executory contracts or unexpired leases, any Cure Costs relating thereto and the Contract  
22 Procedures, which include, but are not limited to, objections to Cure Costs as determined by  
23 Debtors.

24 G. The Publication Notice as set forth herein is reasonably calculated to provide all  
25 unknown creditors and parties not otherwise required to be served with a copy of the Sale Notice  
26 pursuant to this Procedures Order with proper notice of the potential sale of the Sale Assets, the  
27 related Sale Procedures, and the Auction and Sale Hearing.

28 H. The Motion and this Sale Procedures Order comply with all applicable provisions

1 of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules.

2 I. Due, sufficient and adequate notice of the relief granted herein has been given to  
3 parties in interest.

4 J. Any finding of fact that would more appropriately be described as a conclusion of  
5 law shall be deemed to be conclusion of law.

6 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, CONCLUDED**  
7 **AND DECREED AS FOLLOWS:**

8 1. The Motion is GRANTED to the extent set forth herein.

9 2. All objections to entry of the Sale Procedures Order that have not been  
10 withdrawn, waived or settled as announced to the Bankruptcy Court at the Sale Procedures  
11 Hearing or by stipulation filed with the Bankruptcy Court or the terms of this Sale Procedures  
12 Order, are overruled except as otherwise set forth herein.

13 3. The Sale Procedures, which are attached hereto as Exhibit 1 and incorporated  
14 herein by reference, are hereby approved in all respects and shall govern all bids and bid  
15 proceedings relating to the Sale Assets.

16 4. The failure specifically to include or reference any particular provision of the Sale  
17 Procedures in this Order shall not diminish or impair the effectiveness of such procedure, it being  
18 the intent of the Bankruptcy Court that the Sale Procedures be authorized and approved in their  
19 entirety.

20 5. Any person wishing to submit a Qualified Bid for the purchase of the Sale Assets  
21 must do so in accordance with the terms of the Sale Procedures.

22 6. Any secured creditor wishing to submit a Credit Bid must do so at the time of the  
23 Sale Hearing.

24 7. The deadline for submitting a Qualified Bid (as such term is defined in the Sale  
25 Procedures) shall be shall be February 10, 2012 at 4:00 p.m. prevailing Pacific Time for all  
26 Qualified Bidders (the "Bid Deadline"), as further described in the Sale Procedures.

27 8. The deadline for objecting to the approval of the Sale (other than an objection to  
28 the proposed assumption and assignment of the Proposed Assigned Contracts), including the sale

1 of the Sale Assets free and clear of all Claims pursuant to Section 363(f) of the Bankruptcy Code  
2 shall be February 3, 2012 (the "Objection Deadline") for all parties in interest.

3 9. As further described in the Sale Procedures, if more than one Qualified Bid is  
4 timely received, a Bankruptcy Court-supervised auction (the "Auction") may be conducted at the  
5 outset of the Sale Hearing to determine the Winning Bidder.

6 10. The Court shall conduct the Sale Hearing on February 17, 2012 at 1:30 p.m.  
7 prevailing Pacific Time at which time the Bankruptcy Court will consider approval of the Sale to  
8 the Winning Bidder. The Sale Hearing may be adjourned or rescheduled without notice by an  
9 announcement of the adjourned date at the Sale Hearing; provided, however, that the Sale  
10 Hearing shall not be deemed to have been held until it is substantially complete.

11 11. Debtors are hereby authorized to conduct the Sale without the necessity of  
12 complying with any state or local bulk transfer laws or requirements.

13 12. The manner of notice of the proposed Sale, the Sale Procedures and the Sale  
14 Hearing as set forth in this paragraph are approved in all respects. In particular, no other or  
15 further notice of the proposed Sale, the Sale Procedures and the Sale Hearing shall be required  
16 except as follows: (a) within two (2) business days after entry of this Sale Procedures Order (the  
17 "Sale Notice Deadline"), Debtors shall serve the Sale Notice upon those parties in a manner  
18 consistent with the requirements of Bankruptcy Rule 2002(a)(2).

19 13. Within two (2) business days of the entry of the instant Sale Procedures Order,  
20 Debtors shall publish or cause to be published the Publication Notice in the business section of  
21 the Wall Street Journal.

22 14. The failure of any objecting person or entity to timely file its objection shall be a  
23 bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Motion, or the  
24 consummation and performance of the Sale of the Sale Assets contemplated by the Definitive  
25 Asset Purchase Agreement (as defined in the Sale Procedures), except with respect to objection  
26 to the assumption and assignment of the Proposed Assigned Contracts as detailed below.

27 15. No person or entity shall be entitled to any expense reimbursement, break-up fees,  
28 "topping," termination or other similar fee or payment in connection with the Sale Procedures.

1           16.     The following Contracts Procedures shall govern the assumption and assignment  
2 of Proposed Assigned Contracts in connection with the Sale of the Sale Assets to the Successful  
3 Purchaser.

4           a.     Within two (2) days of entry of the instant Sale Procedures Order, Debtors  
5 shall file with the Bankruptcy Court and shall serve on each non-debtor counterparty to  
6 an executory contract or unexpired lease with Company that Company intends to assume  
7 and assign to a Winning Bidder, a notice of assumption and assignment of executory  
8 contracts and unexpired leases in substantially the form of the Cure Notice attached  
9 hereto as Exhibit 5. Debtors shall attach to the Cure Notice a list identifying the non-  
10 debtor counterparties that may be the Proposed Assigned Contracts and the  
11 corresponding Cure Costs as of January 3, 2012; provided that such Cure Notice shall in  
12 no way limit such non-debtor counterparty's entitlement to Cure Costs accruing during  
13 the period after January 3, 2012.

14           b.     For each Proposed Assigned Contract, on the Cure Notice, Debtors shall  
15 indicate the proposed Cure Costs relating to such Proposed Assigned Contract. The Cure  
16 Notice also may identify any additional proposed terms or conditions of assumption and  
17 assignment.

18           c.     Objections, if any (the "Cure Objections"), to the proposed Cure Costs  
19 must be in writing and filed with the Bankruptcy Court and served on Debtors' counsel of  
20 record so as to be received no later than fourteen days prior to the Sale Hearing (the  
21 "Cure Objection Deadline"). The determination of the amount to be paid under Section  
22 365 of the Bankruptcy Code with respect to the Disputed Cure Costs will be determined  
23 by the Bankruptcy Court at the Sale Hearing.

24           d.     Any non-debtor counterparty to a Proposed Assigned Contract who fails to  
25 file a timely Cure Objection to the proposed Cure Costs by the Cure Objection Deadline  
26 is deemed to have consented to such Cure Costs, and such party shall be forever barred  
27 from objecting to the Cure Costs and from asserting any additional cure or other amounts  
28 against Company, Debtors or their estates or the Successful Purchaser.



1 e. Except as may otherwise be agreed to by the parties to a Proposed  
2 Assigned Contract, the defaults under the Proposed Assigned Contracts that must be  
3 cured in accordance with section 365(b) of the Bankruptcy Code shall be cured as  
4 follows: the Successful Purchaser, or Credit Bidder, as applicable, shall pay all Cure  
5 Costs relating to an assumed executory contract or unexpired lease upon the earlier of (i)  
6 ten days after the Closing Date, or (ii) with respect to Disputed Cure Costs, the date the  
7 amount thereof is finally determined.

8 f. Within two (2) business days of entry of the Sale Order, Debtors shall  
9 serve a supplemental notice on the non-debtor parties of the Proposed Assigned Contracts  
10 shall include the identity of the Successful Purchaser, or Credit Bidder, and a list of  
11 Proposed Assigned Contracts as identified by the Successful Purchaser, or Credit Bidder,  
12 to be assumed and assigned by Debtors, and provide the deadline for objections to the  
13 assumption and assignment of the Proposed Assigned Contracts by Debtors to the  
14 Successful Purchaser or Credit Bidder.

15 g. Objections, if any, (the "365 Objections"), to the proposed assumption and  
16 assignment of the Proposed Assigned Contracts, including, but not limited to, objections  
17 related to adequate assurance of future performance or objections relating to whether  
18 applicable law excuses the non-debtor counterparty from accepting performance by, or  
19 rendering performance to, the Successful Purchaser, Credit Bidder, for purposes of  
20 Section 365(c)(1) of the Bankruptcy Code, must be in writing and filed with the  
21 Bankruptcy Court and served on counsel of record to the Debtors and the Successful  
22 Purchaser Credit Bidder so as to be received no later than two business (2) days prior to  
23 the date set for hearing on confirmation of Debtors' Joint Plan of Reorganization (the  
24 "Section 365 Objection Deadline").

25 h. Any non-debtor counterparty to a Proposed Assigned Contract who fails to  
26 file timely Section 365 Objection to the proposed assumption and assignment of a  
27 Proposed Assigned Contract by the Section 365 Objection Deadline is deemed to have  
28 consented to the assumption and assignment of such Designated Assigned Contract, and



1 such party shall be forever barred from objecting to the assumption and assignment of its  
2 respective Proposed Assigned Contract.

3 i. Nothing in the Notice Procedures or the Sale Procedures limits, restricts or  
4 expands the rights of parties to executory contracts and unexpired leases pending  
5 assumption or rejection, including any rights to seek further relief from the Bankruptcy  
6 Court (including motions to compel a prompt final decision on assumption or rejection),  
7 or the rights of other parties in response to such requests.

8 17. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062,  
9 9014 or otherwise, the terms and conditions of this Sale Procedures Order shall be immediately  
10 effective and enforceable upon its entry.

11 18. Debtors are authorized and empowered to take such steps, expend such sums of  
12 money and do such other things as may be necessary to implement and effect the terms and  
13 requirements established and relief granted in this Sale Procedures Order.

14 19. The Court shall retain jurisdiction over any matter or dispute arising from or  
15 relating to the implementation of this Sale Procedures Order.

16 20. Any conclusion of law that would more appropriately be described as finding of  
17 fact shall be deemed to be finding of fact.

18 IT IS SO ORDERED.

19 PREPARED AND SUBMITTED:

20 GORDON SILVER

21 By: 

22 GERALD M. GORDON, ESQ.  
23 BRIGID M. HIGGINS, ESQ.  
24 CANDACE C. CLARK, ESQ.  
25 3960 Howard Hughes Parkway, 9th Floor  
26 Las Vegas, Nevada 89169  
27 Attorneys for Debtors  
28

1 By: /s/ Lance Jurich, Esq.  
2 LOEB & LOEB LLP  
3 ANDREW S. CLARE, ESQ.  
4 LANCE N. JURICH, ESQ.  
5 DANIEL B. BESIKOF, ESQ.  
6 10100 Santa Monica Blvd., Suite 2200  
7 Los Angeles, CA 90067

8 SHEA & CARLYON, LTD.  
9 JAMES PATRICK SHEA, ESQ.  
10 CANDACE CARLYON, ESQ.  
11 701 Bridger, Suite 850  
12 Las Vegas, NV 89101

13 Counsel For Canpartners Realty  
14 Holding Company IV LLC In All Of Its  
15 Capacities

By: /s/ Katherine Constantine, Esq.  
DORSEY & WHITNEY, LLP  
THOMAS O. KELLY, III, ESQ.  
KATHERINE A. CONSTANTINE, ESQ.  
PATRICK J. McLAUGHLIN, ESQ.  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402-1498

BALLARD SPAHR, LLP  
JON T. PEARSON, ESQ.  
ETHAN B. MINKIN, ESQ.  
VINCENT J. MARRIOT, III, ESQ.  
100 North City Parkway, Suite 1750  
Las Vegas, Nevada 39106  
and  
1 East Washington Street, Suite 2300  
Phoenix, AZ 85004-255  
and  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, PA 19147

Counsel for U.S. Bank National  
Association, as Indenture Trustee

**LR 9021 CERTIFICATION**

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that:

- ☐ The Court waived the requirement of approval under LR 9021.
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###

EXHIBIT “1”

### Sales Procedures

The following are the bidding and auction procedures (the “Sale Procedures”) pursuant to which the Company shall solicit bids and seek authority to sell certain of the Company’s assets (the “Sale”).

(1) The Company desires to sell those certain assets (collectively, the “Sale Assets”) referred to in Section 2.2 of the form of Asset Purchase Agreement (the “Agreement”). The Sale Assets are more fully described in the Agreement and include licenses and permits, to the extent assignable, and the assumption and assignment of certain contracts and/or leases as set forth in Section 2.2 and Schedule 2.2(h) of the Agreement (the “Contracts”). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Agreement.

(2) All interested persons (“Bidders”) are invited to conduct reasonable due diligence for purposes of making a bid for the Sale Assets, subject to (a) execution of a commercially reasonable confidentiality agreement, (b) delivery of evidence establishing, to the Company’s reasonable satisfaction, in consultation with the Company’s investment banker, such prospective bidder’s financial capability to timely consummate a transaction, and (c) concluding such due diligence in a manner that does not delay or affect the timeframe of the proceedings discussed herein. Any party interested in conducting due diligence must contact Matthew Sodl of Innovation Capital, LLC, and shall not contact Debtors’ agents, employees, vendors or customers absent written consent from Mr. Sodl. Company makes no representations or warranties regarding any information provided.

(3) U.S. Bank National Association, in its capacity as Trustee, or its successors, designees or assignees (together, the “Secured Creditor”), under that certain Indenture (the “Indenture”) dated as of March 29, 2005, pursuant to which \$130,000,000 8.75% Senior Secured Notes due 2012 (the “Senior Secured Notes”) were issued by the Debtors, shall have the right to credit bid up to an amount equal to 98.4% of the outstanding amount of the Senior Secured Notes (the “Credit Bid”), at the Auction pursuant to Section 363(k) of the Bankruptcy Code.

(4) Any Bidder that desires to submit a competing bid for the Sale Assets (a “Competing Bid”) must comply with the Sale Procedures. Only Bidders that (a) submit a Competing Bid, and (b) comply with the Sale Procedures (including providing the Qualifying Information, as defined below) shall be deemed to be “Qualified Bidders.” Only Qualified Bidders and the Secured Creditor, with respect to its Credit Bid, may participate in the Auction. In order to be considered a “Qualified Bid”, a Competing Bid must be submitted by physical delivery, e-mail, or facsimile so as to be actually received by the Company’s counsel and investment banker not later than 4:00 p.m. prevailing Pacific Time on the date that is five (5) Business Days prior to the Auction (the “Bid Deadline”) and must consist of the following:

(a) A written summary of the terms and conditions of the Competing Bid, which shall include an all cash offer. The Company will provide a copy of the Competing Bid (consisting of the written summary and the Competing Bid Agreement) that the Company determines, in its sole discretion, to be the highest and best Competing Bid (the “Initial Bid”) to

the Secured Creditor and all Qualified Bidders within three (3) Business Days after the Bid Deadline.

(b) Evidence demonstrating, to the Company's reasonable satisfaction, committed financing, funding, and/or other financial ability to pay the purchase price and timely consummate the transaction that is the subject of the Competing Bid and to provide adequate assurance of future performance, as contemplated by Bankruptcy Code § 365, to all non-debtor contracting parties with respect to the executory contracts and unexpired leases that the Competing Bidder intends for the Company to assume and assign to it, if any (the "Qualifying Information"). The Company may challenge the sufficiency of the Qualifying Information and request additional Qualifying Information at any time prior to the conclusion of the Sale Hearing.

(c) An asset purchase agreement substantially in the form of the Agreement (a "Competing Bid Agreement"), (i) containing terms and conditions that, in the aggregate, are substantially similar to or better than those contained in the Agreement (and also including a version that is blacklined against the Agreement to show all changes to the Agreement), (ii) signed by the Competing Bidder, identifying such party and its principals and relevant contact information, (iii) detailing the amount and type of consideration to be paid for the Sale Assets, (iv) identifying the executory contracts, licenses, permits, and unexpired leases that the Competing Bidder requests that the Company assume and/or assign to such bidder at the closing of the Sale, and (iv) all other terms and conditions of the Competing Bid; and

(d) Include an earnest money deposit of at least \$2,500,000, in the form of a certified or cashier's check made payable to, or wire transfer completed to, Nevada Title Company or other Escrow Agent agreed to by the Company on or before the Bid Deadline (the "Initial Deposit") (each Initial Deposit is hereinafter collectively referred to as a "Sale Deposit").

(5) In order to be considered a Qualified Bid, a Competing Bid must not (i) be subject to a condition based on the outcome of due diligence, similar review, corporate approval or any other third party approvals (other than Bankruptcy Court approval); (ii) be subject to procurement of financing or funding of such financing; (iii) be subject to receipt of Gaming Approvals; (iv) be subject to conditions, representations, or terms unacceptable to the Company; or (v) provide for the Competing Bidder to receive any break-up fee, termination fee, expense reimbursement, or similar type of Purchaser protection payment;

(6) All Sale Deposits shall be retained by the Company pending completion of the Auction and the Sale and the entry of the Confirmation Order. With the exception of any Back-Up Bidder, the Sale Deposits of unsuccessful bidders shall be returned within one (1) business day after entry of the Sale Order.

(7) The Company shall proceed to conduct the Auction provided that more than one (1) Qualified Bid is received prior to the Bid Deadline. In the event that only one (1) Qualified Bid is received prior to the Bid Deadline, or in such event that no Qualified Bids are received prior to the Bid Deadline, the Company shall proceed directly to the Sale Hearing, as defined below, at which time a Credit Bid may be presented by the Secured Creditor, its successors, designees, or assignees.

(8) The Auction for the Sale Assets shall be organized and conducted by the Company at the time and in the manner prescribed by the Bankruptcy Court in open court on invitation to the Qualified Bidders and the Secured Creditor. Each Qualified Bidder and the Secured Creditor must be present at the Auction by and through a designated agent with actual authority to speak for and bind such Qualified Bidder and the Secured Creditor, although such agent may consult with such Qualified Bidder and the Secured Creditor during the Auction by telephone or email. At the Auction, each Qualified Bidder will be permitted to increase its bid. The first bid at the Auction will be the Initial Bid. Subsequent bids may be submitted by each Qualified Bidder at the Auction (the "Increased Bids") for cash increments of not less than \$100,000 higher than the next previous bid.

(9) The Company reserves the right prior to, during and after the Auction (subject to review by the Bankruptcy Court at the Sale Hearing), to reject any bid that is not in conformity with these Sale Procedures, the orders of the Bankruptcy Court, or the Bankruptcy Code, or in the best interests of the Debtors, as determined by the Company.

(10) At the conclusion of the Auction, the Company shall designate the Qualified Bid or the Increased Bid that is the highest and best bid (the "Highest Bid"), which the Company will recommend to the Bankruptcy Court, subject to the right of the Secured Creditor to Credit Bid at the Sale Hearing. However, the Company shall not be deemed to have accepted any bid unless and until such bid and the Company's acceptance thereof have been subsequently authorized by entry of the Sale Order. The Company shall also designate which of the Qualified Bids or the Increased Bids constitute the next highest and best bids (each such bid, the "Back-Up Bid"). If any party submitting a Back-Up Bid affirmatively elects to be a back-up bidder (the "Back-Up Bidder") (which election must be made prior to the commencement of the hearing to approve the Sale to the Winning Bidder), the Back-Up Bidder shall be obligated to purchase the Sale Assets subject to the terms of the Back-Up Bid. Unless the Back-Up Bidder is then in breach of its obligation to purchase the Sale Assets, the Company shall return the Sale Deposit of the Back-Up Bidder, if due, on the first to occur of: (a) the closing of the Sale of the Sale Assets to any person or entity other than the Back-Up Bidder, or (b) thirty-five (35) days following the date on which the Sale Order becomes a final, non-appealable order if the Back-Up Bidder has not otherwise been notified by the Company that it is obligated to close. If the Back-Up Bidder receives such notification from the Company that it is obligated to close, the Back-Up Bidder shall have fifteen (15) days after such notification to close on its Back-Up Bid.

(11) The Company shall seek the Bankruptcy Court's approval of the Highest Bid as the highest and best bid for the Sale Assets submitted by any Qualified Bidder, subject to the right of the Secured Creditor to Credit Bid at the Sale Hearing. The hearing to approve the Sale shall be conducted immediately following the Auction (such hearing, the "Sale Hearing") at which time the Secured Creditor will be afforded its opportunity to Credit Bid. The Sale Order, subject to the entry of the Confirmation Order, and the occurrence of the Effective Date pursuant to the Amended Plan, shall: (i) approve the Highest Bid or the Credit Bid, as applicable as the "Winning Bid," and the transfer of the Sale Assets to the Qualified Bidder or the Secured Creditor, as applicable, who submitted the Winning Bid (the "Winning Bidder"), on an "as is, where is" basis, free and clear of all Liens (except for the Permitted Encumbrances and as otherwise designated in the Winning Bid), with the Liens to attach to the net proceeds of the sale of such Sale Assets upon Closing (unless the Winning Bid is a Credit Bid, in which case the



Secured Creditor, as the Winning Bidder, shall receive title to the collateral as if it had conducted a foreclosure sale); (ii) upon reasonable evidentiary showing, contain a finding that the Winning Bidder is a good faith purchaser pursuant to Bankruptcy Code § 363(m); and (iii) provide that the Closing Date shall be as set forth in these Sale Procedures and the Competing Bid Agreement. In the event that a Back-Up Bidder is identified to the Bankruptcy Court at the Sale Hearing, the Sale Order shall approve the Back-Up Bid, on a contingent basis.

(12) In the event that the Winning Bidder fails to consummate the proposed transaction by the date of the closing identified in the Competing Bid Agreement, such bidder's Sale Deposit shall be forfeited to the Company as liquidated damages. The Company may immediately consummate the proposed transaction with the Back-Up Bidder, if any, as set forth in paragraph (10) above, and if the Back-Up Bidder is unable to consummate the transaction in accordance with the Back-Up Bid, the Back-Up Bidder's Sale Deposit shall also be forfeited to the Company as liquidated damages, all without the need for an additional hearing or order of the Bankruptcy Court.

(12) The Company shall use reasonable best efforts to obtain entry of an order authorizing the assumption and assignment of the Contracts which the Winning Bidder has elected to assume in accordance with the provisions of the Agreement. The Winning Bidder shall be solely responsible for payment of any Cure Costs ordered by the Bankruptcy Court in connection with such assumption and assignment; provided, however, that Purchaser reserves the right to exclude Contracts if the Cure Cost with respect to such Contract exceeds [\$\_\_\_\_\_].

(13) The Secured Creditor, all Competing Bidders, and all Qualified Bidders shall be deemed to have submitted to the exclusive jurisdiction of the Bankruptcy Court with respect to all matters related to the Sale and the terms and conditions of the transfer of the Sale Assets. These Sale Procedures set forth in this Schedule 7.4 are the "Purchaser Protections."

EXHIBIT “2”

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Execution Date") and entered into between 155 East Tropicana, LLC, a Nevada limited liability company (the "Company"), and \_\_\_\_\_, a \_\_\_\_\_ ("Purchaser"). The Company and Purchaser are sometimes individually referred to as the "Party," and collectively as the "Parties."

### RECITALS

WHEREAS, the Company owns and operates that certain hotel, casino, resort, meeting, convention, retail and entertainment complex, currently known as the Hooters Hotel & Casino Resort (the "Casino"), located at 115 East Tropicana, Las Vegas, Nevada, and comprised of approximately 8.92 acres of land, as more particularly described on Exhibit A, and all improvements located thereon (collectively, the "Real Property"). In conjunction with the business operations of the Casino on the Real Property (the "Business") and in addition to the Real Property and Casino, the Company owns certain personal property, both tangible and intangible, as more fully described herein.

WHEREAS, on August 1, 2011, both the Company and 155 East Tropicana Finance Corp., a Nevada corporation (the "Finance Corp." and, together with the Company, the "Debtors"), filed voluntary petitions for reorganization under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court"), which cases are being jointly administered for procedural purposes before the Bankruptcy Court under case number BK-11-22216-BAM (the "Chapter 11 Cases") and both the Company and Finance Corp. are debtors and debtors-in-possession under the Bankruptcy Code;

WHEREAS, Purchaser is prepared to purchase certain of the assets of the Business, and the Company is prepared to sell, transfer and assign to Purchaser, or its Affiliate, certain of the assets of the Company relating to the Business on an "as is, where is" basis; and

WHEREAS, the Parties desire to enter into this Agreement to (i) set forth the terms of the purchase and sale of such assets of the Company, and (ii) set forth the sale procedures in accordance with the Bankruptcy Code and Debtors' proposed Joint Plan of Reorganization (as may be amended, modified or supplemented, the "Plan of Reorganization").

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, and intending to be legally bound, the Parties do hereby agree as follows:

#### 1. General Provisions.

1.1 Capitalized terms, unless otherwise defined herein, have the meanings assigned to them in Section 1.2 and include the plural as well as the singular. Pronouns of either

gender or neuter shall include, as appropriate, the other pronoun forms. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions and to “Exhibits” and “Schedules” are to the designated Articles, Sections and other subdivisions of the body of this Agreement and to the Exhibits and Schedules to this Agreement. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

1.2 Specific Definitions. As used in this Agreement, the following definitions shall apply:

(a) “Action” means any action, litigation, complaint, petition, suit, arbitration, audit, or other proceedings, whether civil or criminal, in Laws or in equity, or before any arbitrator, Governmental Entity or any other Person.

(b) “Affiliate” of a specified Person means a Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by any, or is under common Control with, a specified Person.

(c) “Agreement” is defined in the introductory paragraph, including as this Agreement may be amended or supplemented, and together with all Exhibits and Schedules attached hereto.

(d) “Assignment” is defined in Section 4.2(d).

(e) “Assumed Leases and Contracts” is defined in Section 2.2(h).

(f) “Assumed Liabilities” is defined in Section 2.4.

(g) “Auction” is defined in Section 7.4(b).

(h) “Bankruptcy Code” is defined in the Recitals.

(i) “Bankruptcy Court” is defined in the Recitals.

(j) “Bankruptcy Orders” is defined in Section 7.4(b).

(k) “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure promulgated pursuant to 28 U.S.C. § 2075 and the Local Rules of Practice of the Bankruptcy Court as amended from time to time during the Chapter 11 Cases.

(l) “Bill of Sale” is defined in Section 4.3(c).

(m) “Business” is defined in the Recitals.

(n) “Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the Laws of the State of Nevada.

(o) “Casino” is defined in the Recitals.

- (p) “Chapter 11 Cases” is defined in the Recitals.
- (q) “Chip Redemption Amount” is defined in Section 7.10(a).
- (r) “Chip Redemption Calculation Period” is defined in Section 7.10(a).
- (s) “Chip Redemption Period” is defined in Section 7.10(a).
- (t) “Closing” is defined in Section 4.1.
- (u) “Closing Date” is defined in Section 4.1.
- (v) “Closing Time” means 12:00 A.M. Pacific Time as of the Closing Date, irrespective of any further actions required to take place on the Closing Date to consummate the transactions contemplated hereunder.
- (w) “COBRA” means the Consolidated Omnibus Budget Reconciliation Act, as enacted.
- (x) “Code” means the Internal Revenue Code of 1986, as amended.
- (y) “Company” is defined in the introductory paragraph.
- (z) “Company Disclosure Schedule” means a disclosure schedule delivered by the Company to Purchaser on or before the Execution Date. The Company Disclosure Schedule will be arranged in schedules corresponding to the applicable lettered and numbered Sections in this Agreement, as may be amended pursuant to the terms hereof.
- (aa) “Confidentiality Agreement” is defined in Section 7.1.
- (bb) “Confirmation Hearing” means the duly noticed initial hearing held by the Bankruptcy Court to confirm the Plan of Reorganization pursuant to Section 1128 of the Bankruptcy Code, and any subsequent hearing held by the Bankruptcy Court from time to time to which the initial hearing is adjourned without further notice other than the announcement of the adjourned dates at the Confirmation Hearing.
- (cc) “Confirmation Order” means the order of the Bankruptcy Court (including any findings of fact and conclusions of law, whether included in the order or in a separate pleading) confirming the Plan of Reorganization pursuant to Section 1129 of the Bankruptcy Code.
- (dd) “Contract” means any agreement, arrangement, bond, commitment, franchise, indemnity, indenture, instrument, lease, license or understanding, whether or not in writing.
- (ee) “Control” of a Person means the possession of power to direct or cause the direction of the management and policies of such Person.

- (ff) “Cure Costs” is defined in Section 2.2(h).
- (gg) “Debtors” is defined in the Recitals.
- (hh) “Deed” is defined in Section 4.3(b).
- (ii) “Deposit” is defined in Section 3.3.
- (jj) “Disclosure Statement” means the disclosure statement for the Plan of Reorganization, as amended, supplemented or modified from time to time, describing the Plan of Reorganization that is prepared and distributed in accordance with, among others, Sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and other applicable law.
- (kk) “Effective Date” is the last to occur of (i) the first Business Day that is at least 15 days after the date upon which the Bankruptcy Court docket the Confirmation Order confirming the Plan of Reorganization and on which no stay of the Confirmation Order is in effect; (ii) the Business Day on which all of the conditions set forth in Article 9 to the Plan of Reorganization have been satisfied or waived; and (iii) March 30, 2012.
- (ll) “Encumbrance” means any charge, encumbrance, security interest, lien, pledge, or similar restriction, whether imposed by agreement, understanding, Laws, equity or otherwise; provided, however, that “Encumbrance” shall not mean any restrictions on transfer generally arising under any applicable federal or state securities Laws.
- (mm) “Environmental Laws” means all federal, state, local and foreign Laws as in effect on the Execution Date relating to the protection of the environment (including ambient air, surface water, ground water, land surface or subsurface strata) including Laws relating to the release of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of, or exposure to, Hazardous Materials.
- (nn) “Escrow” is defined in Section 3.1.
- (oo) “Escrow Agent” means Nevada Title Company.
- (pp) “Excluded Assets” is defined in Section 2.3.
- (qq) “Execution Date” is defined in the introductory paragraph.
- (rr) “Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, entered on the docket of such court, that has not been reversed, rescinded, stayed, modified or amended, that is in full force and effect, and as to which order or judgment: (a) the time to appeal, seek review or rehearing, or petition for certiorari has expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is pending; or (b) any appeal taken or petition for certiorari or request for reargument or further review or rehearing filed: (i) has been resolved by the highest court to which the order or judgment was appealed or from which review, rehearing or certiorari was sought; or (ii) has

not yet been resolved by such highest court, but such order has not been stayed pending appeal. Notwithstanding the foregoing, the Confirmation Order shall specifically become a Final Order on the fifteenth (15th) day following entry of such Confirmation Order unless any appeal of such Confirmation Order is accompanied by a stay pending appeal.

(ss) “Finance Corp.” is defined in the Recitals.

(tt) “Gaming Approvals” shall mean all Permits, registrations, findings of suitability, consents, variances, exemptions, orders, approvals and authorizations necessary for (i) Purchaser, or its approved designee, to operate gaming activities at the Real Property as currently being conducted immediately prior to the Execution Date, including, without limitation, approval by Gaming Authorities and (ii) Purchaser to serve and sell liquor, beer and wine in connection with the operation of the Business as conducted immediately prior to the Execution Date.

(uu) “Gaming Authorities” means the Nevada Gaming Commission, the Nevada State Gaming Control Board, and any other city, county or state regulatory body having jurisdiction over the gaming activities of, or sale of liquor by, the Company or Purchaser, or of which the Company or any of its Affiliates has, prior to the Closing Date, filed an application for licensing or finding of suitability.

(vv) “Gaming Equipment” is defined in Section 2.2(e).

(ww) “Gaming Laws” means all federal, state, local or foreign statutes, ordinances, rules, regulations, Permits, consents, approvals, judgments, decrees, injunctions or other authorizations governing or relating to current or contemplated casino, liquor related activities and gaming activities and operations, including, without limitation, the Nevada Act and the rules and regulations promulgated thereunder, or applicable to the properties owned or leased and used by the Parties.

(xx) “Governmental Entity” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

(yy) “Hazardous Material” means any hazardous or toxic substance, material or waste which is regulated as of the Closing Date by any Governmental Entity under any Environmental Law, including, without limitation, any material or substance that is: (i) defined as a “hazardous substance” under applicable state Laws; (ii) petroleum; (iii) asbestos; (iv) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq. (33 U.S.C. §1321); (v) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903); (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq.; (vii) defined as a “regulated substance” pursuant to Section 9001 of the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq. (42 U.S.C. §6991); or (viii) otherwise regulated under the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., the Clean Air Act,



as amended, 42 U.S.C. §7401, et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq., or the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §136, et seq.

(zz) “Hooter’s Intellectual Property” is defined in Section 2.5.

(aaa) “Hooter’s Intellectual Property Contracts” is defined in Section 2.5.

(bbb) “Intellectual Property” is defined in Section 2.2(g).

(ccc) “Inventory” is defined in Section 2.2(d).

(ddd) “IRS” means the Internal Revenue Service or any successor entity.

(eee) “Law” means any applicable constitutional provision, statute, ordinance or other Law, or interpretation of any Governmental Entity and any Order applicable to the operation of the Business and the ownership of each of its Sale Assets including, without limitation, the Gaming Laws.

(fff) “Liabilities” means all indebtedness, obligations, liabilities, claims, causes of actions or any other losses (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due).

(ggg) “Liens” is defined in Section 2.7.

(hhh) “Loss” or “Losses” means any claim, actions, cost, damage, disbursement, expense, loss, penalty or settlement of any kind or nature, including, but not limited to, penalties and legal fees and expenses reasonably incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement, that may be imposed on or otherwise incurred or suffered by the specified Person. The term “Loss” as used in this Agreement is not limited to matters asserted by third parties against any specified Person, and includes Losses incurred or sustained by such Person in the absence of any third party claim.

(iii) “Nevada Act” means the Nevada Gaming Control Act, as amended, as codified in Nevada Revised Statutes Title 41, Chapter 463 and the regulations promulgated thereunder.

(jjj) “NRS” means the Nevada Revised Statutes.

(kkk) “Order” means any decree, injunction, judgment, order, ruling, assessment or writ.

(lll) “Organizational Documents” means, with respect to any entity, the charter, certificate of incorporation, articles of incorporation, bylaws, partnership agreement, articles of organization, operating agreement, declaration of trust or other governing documents of such entity, including any documents designating or certifying the terms of any securities of such entity.

(mmm) "Party" is defined in the introductory paragraph.

(nnn) "Parties" is defined in the introductory paragraph.

(ooo) "Permit" means any license, permit, franchise, certificate of authority, or order, or any waiver of the foregoing, issued by any Governmental Entity.

(ppp) "Permitted Encumbrances" is defined in Section 2.7.

(qqq) "Person" means an association, a corporation, a limited liability company, an individual, a partnership, a trust or any other entity or organization, including a Governmental Entity.

(rrr) "Personal Property" is defined in Section 2.2(i).

(sss) "Plan of Reorganization" is defined in the Recitals, including as such Plan of Reorganization may be amended or modified, having such form and content as are reasonably acceptable to Purchaser with respect to matters that would adversely affect Purchaser's interest in the Restructuring contemplated thereby.

(ttt) "Purchaser" is defined in the introductory paragraph.

(uuu) "Purchase Price" is defined in Section 3.1.

(vvv) "Real Property" is defined in the Recitals.

(www) "Reorganized Debtor" means the Company as such entity exists on or after the Effective Date, or any successor thereto, by merger, consolidation or otherwise.

(xxx) "Retained Cash" is defined in Section 2.3.

(yyy) "Sale Order" is defined in Section 7.4(b).

(zzz) "Sale Assets" is defined in Section 2.2.

(aaaa) "Sale Procedures" is defined in Section 7.4(b).

(bbbb) "Sale Procedures Order" is defined in Section 7.4(b).

(cccc) "Subsidiary" means, with respect to any Person, a wholly-owned subsidiary of such Person.

(dddd) "Tax" or "Taxes" means any and all federal, state, local or foreign taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind imposed by any Tax Authority, including any interest, additions to tax, additional amounts or penalties (administrative, civil or criminal) applicable thereto. Taxes include, without limitation, unemployment insurance, payroll taxes, workers compensation, social security, Medicare and escheat taxes or levies.

(eeee) “Tax Authority” means the IRS and any other domestic or foreign Governmental Entity responsible for the administration, enforcement or collection of any Taxes.

(ffff) “Title Policy” is defined in Section 4.5.

(gggg) “Transferred Licenses and Permits” is defined in Section 2.2(i).

(hhhh) “WARN Act” shall mean the Worker Adjustment and Retraining Notification Act of 1988 and analogous state and local Law.

## 2. Purchase and Sale of Assets.

2.1 Due Diligence. There shall be no due diligence period. Prior to the Execution Date, Purchaser performed and completed its due diligence review to its satisfaction.

2.2 Sale Assets. Subject to the terms and conditions set forth herein, the Company agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from the Company at the Closing, all of the Company’s right, title, and interest in and to all of the assets of the Company, except for the Excluded Assets, including, but not limited to, the following (collectively, the “Sale Assets”):

- (a) the Real Property;
- (b) furniture, furnishings, fixtures, televisions, kitchen and other equipment, non-consumable items and all other tangible personal property and fixtures located in the Casino or otherwise on the Real Property and used in the operation of the Business;
- (c) all plans, specifications, drawings, engineering reports and surveys, to the extent assignable, relating to the Real Property and the Business;
- (d) all operating inventories and supplies consisting of cleaning and operating supplies, food and beverage stock, paper and accounting supplies and similar consumable items and gift shop inventories (collectively, the “Inventory”);
- (e) all gaming devices (as defined in NRS Section 463.0155) and other related gaming equipment used in connection with the operation of the Business, which are now located at the Real Property and used or usable in the operation of the Business or ordered for future use at the Real Property as of the Closing (collectively, the “Gaming Equipment”);
- (f) all computer hardware and accessories of the Company;
- (g) all intangible personal property owned by the Company and used in connection with the operation of the Business, including, without limitation, the internet (URL) addresses, website content, codes, combinations, player and customer lists, vendor lists and all other records and information and all patents, inventions, trademarks, tradenames, trade secrets and software licenses, to the extent transferrable, owned by the Company or licensed to the Company with respect to the foregoing and any other intellectual property used by the Company in connection with the Business (collectively, the “Intellectual Property”);

(h) to the extent assignable, all of the Company's right, title and interest in any leases or other agreements permitting the use or occupancy of space on, under, over or about the Real Property, including all amendments and exhibits thereto and assignments thereof, and all contracts and agreements in existence relating to the Personal Property, the operations of the Business, or any other obligations of the Company, including, without limitation, the obligations and the Contracts and Leases set forth on Schedule 2.2(h) (collectively, the "Assumed Leases and Contracts"), together with the amounts necessary to cure all defaults (the "Cure Costs"), if any, under each of the Assumed Leases and Contracts;

(i) to the extent assignable, all Permits, approvals, entitlements and certificates in existence as of the Closing relating to the Real Property or the operations of the Business (collectively, the "Transferred Licenses and Permits") and, together with items in subsections (b) through (h) above, the "Personal Property").

2.3 Excluded Assets. Notwithstanding anything to the contrary, the Parties agree that all Retained Cash (as hereinafter defined and subject to adjustment as expressly set forth in Section 7.10 below) shall not be part of the Sale Assets being transferred to Purchaser and shall remain the property of the Company or Reorganized Debtor, as applicable, after the Effective Date and Closing (collectively, the "Excluded Assets"). Without limiting the foregoing, the Retained Cash will not be made available for the operation of the Casino and Business after the Effective Date and Closing; all funds necessary for the operation of the Casino and Business, including without limitation the minimum bank roll required under Gaming Laws, shall be made available from Purchaser upon Closing. For purposes of this Agreement, the term "Retained Cash" shall mean all cash and cash equivalents of the Company existing and available as of 11:59 P.M. Pacific Time on the day immediately prior to the Closing Date, including without limitation, all bank and deposit accounts, accounts receivable (including receivables for food, beverages, telephone, casino credit, to the extent permitted under applicable Gaming Laws, and any accounts receivable of registered guests who have not checked out and who are occupying rooms at the Casino on the evening prior to the Closing Date), notes receivable and indebtedness for borrowed money or overdue accounts receivable, in each case, due and owing by any third party. The Company shall conduct a drop of the slot machines and other devices or equipment containing cash or cash equivalents at 11:59 P.M. Pacific Time on the day immediately prior to the Closing Date and all said amounts collected shall be part of the Retained Cash.

2.4 Liabilities. The Parties hereto agree that from and after the Closing, (i) the Company shall assign all Assumed Leases and Contracts to which it is party to Purchaser, except to the extent any counter-party to any of the Assumed Leases and Contracts objects to such assumption and assignment under Section 365(c)(1) of the Bankruptcy Code and such objection is not resolved at the Confirmation Hearing, in which case said Contract will be deleted from Schedule 2.2(h) and will not be assumed by Purchaser and Debtors shall reject said Contract; (ii) Purchaser shall assume and agree to promptly pay, discharge and perform all Cure Costs in accordance with the Sale Order, the amount of which, if any, is set forth on Schedule 2.2(h); provided however, in the event that a counter-party to any of the Assumed Leases and Contracts objects to the Cure Costs, if any, and such objection is not resolved prior to the commencement of the Sale Hearing (as defined in the Sales Procedures set forth in Schedule 7.4), Purchaser shall (by no later than the commencement of the Sale Hearing) either agree to pay and amend the Cure

Costs set forth on Schedule 2.2(h) for such Assumed Lease or Contract to resolve such objection or delete such Assumed Lease or Contract from Schedule 2.2(h) in which case said Contract will not be assumed by Purchaser and Debtors shall reject said Contract; (iii) Purchaser shall assume and agree to discharge and perform when due only the future Liabilities under those Assumed Leases and Contracts of the Company, but only to the extent the same relate to performance on or after the Closing Date; and (iv) Purchaser agrees to assume all casino obligations and Liabilities accruing from and after the Closing Time, including, without limitation, Liability for outstanding chips, slot machine payout receipts, safekeeping monies, Liabilities relating to the progressive slot liability of the in-house progressive slot machines and any other games with an in-house progressive feature, Liability for all fees associated with the slot machine wide area progressives (i.e., all accrued fees owed to IGT in connection with the Megabucks® slot machines placed in the Casino), and any points earned by members of the Casino's players' club (collectively, the "Assumed Liabilities"). Debtors, on the one hand, and Purchaser, on the other hand, shall use commercially reasonable efforts to obtain the consent of such other third party to the assignment of any of the Assumed Leases and Contracts to Purchaser in all cases in which such consent is or may be required for such assignment. If any such consent shall not be obtained, neither Purchaser nor Seller has an obligation to sell, assign, transfer, assume or receive such Assumed Lease or Contract pursuant to this Agreement or otherwise with respect to any such Assumed Lease or Contract. To the extent that any of the Assumed Leases and Contracts is not assignable without the consent of a third party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof or a default thereunder, and if such consent is not obtained, such Assumed Lease or Contract shall be deemed deleted from Schedule 2.2(h) and it shall not be part of the Sale Assets nor Assumed Liabilities. Neither the addition or deletion of any of the Assumed Leases and Contracts from Schedule 2.2(h) nor the revision of the amount of any Cure Costs listed on Schedule 2.2(h), each pursuant to this Section 2, shall release Purchaser from any of its obligations under this Agreement and shall not result in any reduction in the Purchase Price.

2.5 Hooter's® Intellectual Property. Notwithstanding any provision hereof to the contrary, the Parties hereby acknowledge and agree that the Debtors shall reject any and all of the existing Contracts set forth on Schedule 2.5 (the "Hooter's® Intellectual Property Contracts") relating to the use of the Hooter's ® tradename, trademarks, logos, insignias, brands and all other forms of Intellectual Property, and the use of "HOOTERS® girls" (and their names and likenesses) in the operation of the Business, including without limitation, the operation of any Hooter's ® restaurant, entertainment or retail sales facility within the Casino and the use of the word "Hooters" or "hooters" in any and all domain names (the "Hooter's® Intellectual Property"). Accordingly upon Closing, unless Purchaser enters into new agreements for the use of the Hooter's® Intellectual Property, Purchaser shall not have any rights to use the Hooter's® Intellectual Property in the operation of the Business from and after the Closing Date. To the extent Purchaser continues to use any of the Hooter's® Intellectual Property on and after the Closing Date prior to entering into a new agreement for such use, Purchaser acknowledges and agrees that such use of the Hooter's® Intellectual Property shall be deemed unauthorized and Purchaser shall be responsible for any and all damages incurred by the counter-party or counter-parties to such Hooter's® Intellectual Property Contracts as a result of Purchaser's unauthorized use.



2.6 Excluded Liabilities. Notwithstanding any provision hereof to the contrary, the Parties hereto agree that the Company shall remain responsible for any of the Liabilities of the Company, other than Assumed Liabilities.

2.7 Permitted Encumbrances. The Company shall convey title to all of the Company's right, title and interest in and to the Sale Assets to Purchaser free and clear of all liens, claims, charges, pledges, assignments, security interests, and encumbrances of any kind or nature ("Liens"), other than those Liens listed on the attached Schedule 2.7 (the "Permitted Encumbrances") and incorporated herein by this reference, pursuant to 11 U.S.C. § 363(f).

3. Purchase Price; Opening of Escrow.

3.1 Purchase Price. Subject to the terms and conditions set forth herein, as of the Closing, Purchaser shall pay the Company the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Purchase Price") for the Sale Assets.

3.2 Opening of Escrow. The Parties hereto have selected Nevada Title Company, located at 2500 N. Buffalo Drive, Suite 150, Las Vegas, Nevada, 89128, Telephone Number: (702) 251-5200; Attention: Troy Lochhead, to act as escrow agent with respect to the transactions contemplated by this Agreement. Within two (2) Business Days after the Execution Date, the Parties hereto shall each deposit with Escrow Agent an original of this Agreement executed by such Party. This Agreement, together with such further instructions, if any, as the Parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions with respect to the escrow for the transactions contemplated by this Agreement (the "Escrow"). If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the Parties agree to make such deletions, substitutions and additions hereto as the Parties shall mutually approve, which additional instructions shall not materially alter the terms of this Agreement unless otherwise expressly agreed to by the Parties hereto in writing.

3.3 Deposit. Upon the execution of this Agreement by the Company, Purchaser shall deposit the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) with Escrow Agent (the "Deposit"). The Deposit shall be non-refundable, except as provided in Section 11.4(b), and shall be applied to the Purchase Price upon Closing. In the event Purchaser does not deliver the Deposit to Escrow Agent as provided above, at the Company's sole and absolute discretion this Agreement shall be void and terminated under Section 11.3(a), and the Parties shall have no further rights or obligations hereunder except to the extent that any such obligations expressly survive termination of this Agreement.

3.4 Payment at Closing. On or prior to the Closing, Purchaser shall deposit into Escrow in immediately available funds the remaining balance of the Purchase Price, plus any funds as may be necessary to comply with Purchaser's obligations regarding the payment of prorations, costs and expenses under this Agreement.

4. Closing.

4.1 Date of Closing. The consummation of the sale of the assets (the “Closing”) shall take place on the Effective Date, (the “Closing Date”), at the offices of the Escrow Agent, or such other place mutually agreed upon by Purchaser and the Company.

4.2 Purchaser’s Closing Deliveries. On or prior to the Closing, Purchaser shall deliver the following to Escrow Agent:

(a) Readily available funds in the amount equal to the Purchase Price less the Deposit, and any other amounts required in order to pay prorations, all fees and costs of Escrow Agent, transfer Tax, sales Tax or any other Tax due in connection with the transfer of the Sale Assets to Purchaser, and any other costs and expenses under this Agreement;

(b) An executed counterpart of the assignment of the Assumed Leases and Contracts in the form attached hereto as Exhibit B (the “Assignment”); and

(c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated under the Closing.

4.3 The Company’s Closing Deliveries. On or prior to the Closing, the Company shall deliver:

(a) A copy of the Confirmation Order entered by the Bankruptcy Court;

(b) A Grant, Bargain Sale Deed (with documentary transfer tax information to be affixed upon recording) (the “Deed”) in the form attached hereto as Exhibit C transferring the Real Property to Purchaser;

(c) An executed bill of sale (“Bill of Sale”) in the form attached hereto as Exhibit D transferring the Personal Property to Purchaser;

(d) An executed counterpart of the Assignment; and

(e) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated under the Closing.

4.4 Actions of Escrow Agent. At the Closing, Escrow Agent shall take the following actions in the following priority:

(a) Disburse the Purchase Price pursuant to the disbursement instructions set forth in the Sale Order;

(b) Record the Deed in the Clark County Recorder’s Office and obtain conformed copies thereof for distribution to the Parties;

(c) Deliver the original Bill of Sale and original counterpart of the Assignment to Purchaser; and



(d) Deliver the original counterpart of the Assignment to the Company.

4.5 Title Insurance. At the Closing, the Company shall cause the Escrow Agent to issue to Purchaser, at Purchaser's sole cost and expense, a CLTA owner's title insurance policy for the Real Property in an amount equal to that portion of the Purchase Price allocated to the Real Property showing fee title to the Real Property vested in Purchaser subject only to the Permitted Encumbrances and with those endorsements reasonably required by Purchaser (the "Title Policy").

4.6 Prorations. All non-delinquent real estate taxes and assessments on the Real Property shall be prorated based on the actual current tax bill. Any delinquent taxes on the Property shall be paid at the Closing from funds accruing to the Company. In addition, the following charges shall also be prorated as of the Closing Date: (i) personal property taxes, if any, on the basis of the fiscal year during which such taxes are payable; (ii) revenues, charges and payments under the Assumed Leases and Contracts which relate to performance as of the Closing Date; and (iii) any other income of the Sale Assets and all regular and ordinary expenses incurred in connection with the operation of the Sale Assets.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Sale Assets, and, therefore, responsible for the expenses thereof for the entire day upon which the Closing occurs, as the case may be. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the relevant Closing and based upon the actual number of days in the month and a 365 day year. Such prorations shall be performed by the Escrow Agent at the Closing. Except as set forth in this Section 4.6, all items of income and expense which accrue for the period prior to the Closing, will be for the account of the Company and all items of income and expense which accrue for the period on and after the Closing, as the case may be, will be for the account of Purchaser.

5. Representations and Warranties of the Company. The Company represents and warrants to Purchaser that the statements contained in this Section 5 are true and correct as of the Execution Date and, except as otherwise stated, as of the Closing Date:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Nevada, and, subject to the Bankruptcy Code, has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its businesses as now being conducted.

(b) Subject to the approval of the Bankruptcy Court, the Company has the requisite limited liability company power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated by this Agreement. Subject to the approval of the Bankruptcy Court, the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement have been duly authorized by all necessary limited liability company action on the part of the Company (except for the limited liability company actions described in this Agreement that are to take place prior to, or as of, the Closing). This Agreement has been duly executed and delivered by the Company and, assuming this Agreement constitutes a valid and binding

obligation of Purchaser and obtains the requisite approval from the Bankruptcy Court, constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) With the exception of Innovation Capital, LLC, whose fees shall be borne solely by the Company, no agent, broker, finder or investment or commercial banker, or other Person or firms engaged by or acting on behalf of the Company or its Affiliates in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, is or will be entitled to any broker's or finder's or similar fees or other commissions as a result of this Agreement or such transactions.

## 6. Representations and Warranties of Purchaser.

6.1 Purchaser represents and warrants to the Company that the statements contained in this Section 6 are true and correct as of the Execution Date and as of the Closing Date.

(a) Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of \_\_\_\_\_.

(b) Purchaser has the requisite power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and, assuming this Agreement constitutes a valid and binding obligation of the Company, constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(c) With the exception of \_\_\_\_\_, whose fees shall be borne solely by Purchaser, no agent, broker, finder or investment or commercial banker, or other Person or firms engaged by or acting on behalf of Purchaser or its Affiliates in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, is or will be entitled to any broker's or finder's or similar fees or other commissions as a result of this Agreement or such transactions.

(d) Purchaser has reviewed with counsel and is familiar with the requirements under Gaming Laws to operate the Casino, and its [stockholders, officers and directors]/[members and managers] have no reasonable belief that the [stockholders, officers and directors]/[members and managers] of Purchaser or its approved designee will be denied or not granted Gaming Approvals as a result of any relationship with any Person, including any [stockholders, officers and directors]/[members and managers] of Purchaser or its approved designee.

(e) Purchaser has adequate funds to fund all obligations or commitments to fund such obligations hereunder as of the Execution Date.

6.2 AS-IS. Purchaser hereto acknowledges and agrees that, except with respect to the representations and warranties of the Company set forth in Section 5, the Sale Assets are being conveyed to Purchaser “AS-IS, WHERE-IS” and “WITH ALL FAULTS”, and Purchaser is not relying on any representations or warranties of any kind or nature, express or implied, by or on behalf of the Company or its representatives concerning the Sale Assets, including, without limitation: (i) the quality, nature, adequacy or physical condition of the Sale Assets; (ii) the quality, nature, adequacy or physical condition of soils, geology, or ground water; (iii) the existence, quality, nature, adequacy or physical condition of utilities or utility installations serving the Real Property; (iv) the development potential of the Real Property; (v) the Real Property’s use, habitability, or merchantability, or the fitness, suitability, value, or adequacy of the Sale Assets for any particular purpose; (vi) zoning or other legal status of the Real Property, or any other public or private restrictions on use of the Sale Assets; (vii) compliance of the Business and improvements located on the Real Property with any applicable codes, laws, regulations, statutes, ordinances, consents, conditions or restrictions; (viii) the presence of Hazardous Materials on, under or in the vicinity of the Real Property; (ix) access to and from the Real Property; or (x) the condition of title to the Real Property. Purchaser is relying entirely on Purchaser’s experience, expertise, and investigations; and, to the extent that Purchaser’s own expertise with respect to any matters relating to the Sale Assets is insufficient to enable Purchaser to reach an informed conclusion, Purchaser had the opportunity to engage the services of persons qualified to advise Purchaser with respect to such matters.

7. Additional Covenants.

7.1 Access.

(a) Commencing as of the Execution Date and ending as of the Closing Date, the Company shall permit Purchaser and its representatives (which term shall include its independent accountants, financial advisers, agents and counsel), each of whom shall be bound by the terms and conditions of that certain Confidentiality Agreement between the Company and Purchaser dated as of \_\_\_\_\_ (the “Confidentiality Agreement”) to have reasonable access during normal business hours to the Real Property, upon reasonable notice and in such manner as will not unreasonably interfere with the conduct of the Business, and other information with respect to the Business as Purchaser may reasonably from time to time request which is not subject to any third party confidentiality agreement and is permitted to be disclosed under applicable Law, to make copies of such books, records and other documents, at its own expenses, and to discuss the Business solely with Michael Hessling of the Company to the extent reasonably necessary or appropriate for the purposes of completing the transactions contemplated herein and for obtaining necessary Gaming Approvals to operate the Casino.

(b) Purchaser agrees to keep the Real Property and Sale Assets free from all liens and to indemnify, defend, protect, and hold harmless the Company and its agents, employees, representatives and attorneys, and their respective successors and assigns, from and against any and all Losses incurred, suffered by, or claimed against the Company or its agents, employees, representatives, and attorneys, by reason of any damage to the Real Property or Sale Assets, violation of Laws, or injury to persons caused or occasioned by Purchaser and/or its independent accountants, financial advisers, agents and counsel arising out of or in any way

connected to the performance of any due diligence activities. Purchaser's obligations under this Section 7.1(b) shall survive the Closing or any termination of this Agreement.

(c) In the event that this Agreement is terminated and the Closing does not occur, within five (5) Business Days after the Escrow Agent delivers the Deposit to Purchaser or the Company, as provided herein, Purchaser shall deliver to the Company all of Purchaser's due diligence materials directly or indirectly relating to the Business and the Sale Assets, including, without limitation, any reports of third party consultants and any survey Purchaser obtains, except to the extent that Purchaser is obligated by Law, or by a binding, written agreement to keep such materials confidential. To the extent that consent of any third party is required to provide such materials to the Company, Purchaser shall use its commercially reasonable best efforts to obtain such consent. All such materials shall be delivered by Purchaser without cost to the Company or any representation or warranty as to such materials.

7.2 Conduct of Business. Except as set forth on the Company Disclosure Schedule, between the Execution Date and the Closing Date, the Company shall not:

(a) conduct the Business or their business in any manner except in the ordinary course consistent with past practice;

(b) terminate, or fail to use commercially reasonable efforts to renew or preserve, any material Permits;

(c) make any loan, guaranty or other extension of credit, or enter into any commitment to make any loan, guaranty or other extension of credit, to or for the benefit of any director, officer, employee, stockholder or any of their respective Affiliates;

(d) sell, transfer, mortgage, encumber or otherwise dispose of any Sale Assets or Real Property except dispositions of Sale Assets in the ordinary course of business consistent with past practice;

(e) issue, sell, redeem or acquire for value, or agree to issue, sell, redeem or acquire for value, any equity securities with the exception of the exercise of stock options issued by the Company, or as may be permitted under the Company's compensation plans or employment agreements consistent with past practice;

(f) declare, issue, make or pay any dividend or other distribution of assets, whether consisting of money, other personal property, real property or other thing of value, to its stockholders, or split, combine, dividend, distribute or reclassify any shares of its equity securities;

(g) terminate, amend or fail to use its commercially reasonable efforts to renew any existing insurance coverage unless such existing insurance coverage is replaced by other insurance coverage that is adequate in scope and amount for the type of business in which the Person covered by such insurance is engaged; or

(h) make any change in any method or period of accounting or in any accounting policy, practice or procedure except upon the advice of its accountants, counsel or auditors.

7.3 Permits and Approvals. In the event Purchaser desires to continue to operate the Business as presently conducted as of the Execution Date, Purchaser shall obtain, or cause its approved designee to obtain, all Gaming Approvals required under the Gaming Laws. In connection with Purchaser, or its approved designee, obtaining such Gaming Approvals, the Company and Purchaser shall (and Purchaser shall cause its officers, [directors and shareholders] [managers and members], as promptly as practicable, but in no event later than the Effective Date, (i) take all commercially reasonable steps necessary or desirable to obtain all consents, approvals, or actions of, make all filings with, and give all notices to the Gaming Authorities in order for Purchaser or its approved designee to receive such Gaming Approvals; and (ii) provide such other information or communication, or cause such other information and communication to be provided to the Gaming Authorities, or other Persons in connection therewith. Additionally, to the extent required by applicable Law, the Parties hereto agree to execute such applications relating to such Gaming Approvals with respect to the Business upon such Party's written request for such execution; provided, however, that each Party shall not be required to execute any application or document that contains any untrue statement or that violates any applicable Laws. Notwithstanding anything to the contrary contained herein, the Company and Purchaser hereby acknowledge and agree receipt of Gaming Approvals by Purchaser or its approved designee is not, and shall not be deemed to be, a condition precedent to Closing or Purchaser's obligations to consummate the Closing hereunder, and that in the event that Purchaser, or its approved designee does not obtain such Gaming Approvals, Purchaser shall consummate the Closing hereunder on the Closing Date.

7.4 Bankruptcy Court Approvals.

(a) Plan of Reorganization.

(i) On January 3, 2012, the Debtors filed a motion on an ex parte basis with the Bankruptcy Court requesting conditional approval of the Disclosure Statement and requesting the Bankruptcy Court set a hearing for the final approval of the Disclosure Statement concurrent with the hearing for the confirmation of the Plan of Reorganization and that such hearings be held within sixty (60) days of the entry of the Order conditionally approving the Disclosure Statement.

(ii) The Disclosure Statement shall comply with the requirements of §1125 of the Bankruptcy Code (it being understood that the adequacy of the Disclosure Statement, at the time of filing, shall be subject to the resolution of any objections entertained by the Bankruptcy Court) and the Plan of Reorganization shall comply with the requirements of §1123 of the Bankruptcy Code and shall be capable of being confirmed pursuant to §1129 of the Bankruptcy Code (it being understood that the confirmability of the Plan of Reorganization, at the time of filing, shall be subject to the resolution of any objections entertained by the Bankruptcy Court). The Debtors shall diligently and in good faith pursue the resolution of any objections to the Disclosure Statement.



(b) Approval of Sale Procedures. On January 3, 2012, Debtors filed a motion with the Bankruptcy Court seeking entry of (i) an order approving the form of this Agreement and approving the Sale Procedures defined in Schedule 7.4 attached hereto and made a part hereof by this reference (the “Sale Procedures Order”), and (ii) an order approving the sale and assignment (and assumption) of the Sale Assets, including the Assumed Leases and Contracts upon the successful completion of the sale of the Sale Assets (the “Sale Order” and, together with the Sale Procedures Order, the “Bankruptcy Orders”). The Sale Procedures Order and the Sale Order shall be in substantially the form attached as Exhibit E and incorporated herein by this reference as exhibits to the Agreement. The Sale Procedures Order shall establish the sale procedures (the “Sale Procedures”) for the sale of the Sale Assets through an initial bid solicitation and bid process, which may culminate in an in-court, court-supervised auction (“Auction”) as set forth in Schedule 7.4; provided, however, the Debtors and Purchaser acknowledge that Schedule 7.4 is not an exclusive list of sale procedures, but the Sale Procedures shall be consistent with those sale procedures set forth in Schedule 7.4.

(c) Auction and Final Sale Approval. If the Sale Procedures Order is entered, then to the extent that the Company receives more than one Qualified Bid (as defined in the Sale Procedures Order), the Parties shall proceed to the Auction in accordance with the Sale Procedures. At the hearing at which the Auction is conducted, the Company shall seek and obtain the Sale Order, authorizing and approving, among other things, (I) the sale, assignment, transfer, conveyance and delivery of the Sale Assets to Purchaser (or a higher and better offeror) on an “as is, where is” basis, free and clear of all interests, liens, claims and encumbrances (other than the Permitted Encumbrances, easements and customary exceptions) pursuant to Section 363 of the Bankruptcy Code, with all such interests, liens, claims and encumbrances to attach to the proceeds of such sale (unless the higher and better offer is a Credit Bid, as defined in Schedule 7.4, in which case such creditor shall receive title to the collateral as if it had conducted a foreclosure sale), and (II) the assumption and assignment of the Assumed Leases and Contracts included in the Sale Assets, pursuant to Bankruptcy Rule 6006 and, to the extent applicable, Bankruptcy Rule 9019, all as set forth in the Sale Order; the final approval of which will, however, remain subject to entry of the Confirmation Order and the occurrence of the Effective Date. The Sale Order shall further find and order that (i) the Company has conducted the sale of the Sale Assets in accordance with the Sale Procedures approved by the Bankruptcy Court; (ii) Purchaser (or a higher and better offeror) has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protections of that Section; (iii) this Agreement was negotiated, proposed and entered into by the Company and Purchaser (or the Company and a higher and better offeror) without collusion, in good faith and from arm’s length bargaining positions; (iv) by entering into this Agreement and by closing the Sale Assets, Purchaser (or a higher and better offeror) is not acquiring or assuming any of the Company’s or any other person’s liabilities (except as provided in this Agreement or in the terms of the higher and better offer); (v) the Company has given adequate notice of the proposed bankruptcy sale of the Sale Assets, of the description of the Sale Assets and the principal terms of the sale, of the proposed assumption and assignment of the Assumed Leases and Contracts (including disclosure of the Cure Costs), and of the date, time and place of the hearing before the Bankruptcy Court to approve the sale, pursuant to Bankruptcy Rules 2002(a)(2), (c), (d), (g), (i), (j) & (k) and 6004(a), all as applicable, unless otherwise ordered by the Bankruptcy Court; (vi) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof; and (vii) this Agreement and the transactions

contemplated hereby may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, the Company, whether in the Chapter 11 Cases, a subsequent bankruptcy case or upon dismissal of such Chapter 11 Cases. If Purchaser is not the ultimate approved bidder at the Auction and unless this Agreement has otherwise been terminated in accordance with Section 7.4(b), then this Agreement shall be deemed terminated upon entry of the Sale Order and the Deposit shall be fully refunded to Purchaser within [one (1) business day]; provided, however, that if Purchaser elects to be the Back-Up Bidder (as defined in the Sale Procedures), Purchaser shall remain obligated to purchase the Sale Assets (and the Deposit shall remain on deposit) in accordance with the Sale Procedures.

7.5 Reasonable Best Efforts. Each of the Parties hereto agrees to use its commercially reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under all applicable Laws and regulations to consummate and make effective the transactions contemplated by this Agreement. Each of the Parties hereto will take all commercially reasonable and necessary actions to satisfy the respective conditions to Closing, and to perform its other covenants contained herein. The Parties hereto shall cooperate with one another (i) in the preparation and filing of any required registrations, filings, and applications required in connection with Section 7.3, (ii) in determining whether action by or in respect of, or filing with, any governmental body, agency, official or authority is required, proper or advisable, or any actions, consents, waivers or approvals are required to be obtained from parties to any Assumed Leases and Contracts in connection with the transactions contemplated by this Agreement provided that Purchaser shall assume the Assumed Leases and Contracts upon Closing irrespective if all third party consents or approvals are obtained, and (iii) in seeking to obtain any such actions, consents and waivers and in making any such filings.

7.6 Preservation of Business. During the period beginning on the Execution Date and ending on the Closing Date, (i) the Company will use its commercially reasonable efforts to preserve the Business and to preserve the goodwill of customers, suppliers and others having business relations with the Company, and (ii) the Parties hereto and Purchaser will consult with each other concerning Purchaser's efforts to keep the services of the officers and employees of the Company.

7.7 Compliance with Gaming Laws. From the Effective Date through the Closing Date, neither Purchaser, nor its officers, directors, stockholders, members, managers or its approved designee will attempt to influence, direct or cause the direction of the management or policies of the Company pursuant to Gaming Laws.

7.8 WARN Act. Purchaser shall rehire a sufficient number of the Company's employees, and for at least 91 days after the Closing, Purchaser agrees to not, directly or indirectly, take any actions prohibited by, or fail to take any actions required by, the WARN Act that would be reasonably likely to subject Purchaser or the Company to any Liability, penalties, awards or other adverse consequences pursuant to the WARN Act.

7.9 COBRA. On and after the Closing Date, Purchaser shall provide and make available COBRA coverage to all of Debtors' "covered employees" and/or "qualified beneficiaries" under the COBRA rules and regulations, for the maximum period of time



permitted under such COBRA rules and regulations. Without limiting the foregoing, Purchaser hereby acknowledges and agrees that it shall be deemed a “successor employer” for purposes of its obligations to provide and make available such COBRA coverage under this Section 7.9.

#### 7.10 Casino Obligations.

(a) Outstanding Chips. Purchaser agrees to redeem the outstanding chips as of the Closing Time for a period of time up to one hundred twenty (120) days after the Closing Date (or as otherwise required by the Gaming Authorities or under the Gaming Laws) (the “Chip Redemption Period”). The Company shall be responsible for the accrued Liability, as calculated consistent with the past practices of the Company, for the outstanding chips as of the Closing Time, and agrees to reimburse Purchaser for the amount of all outstanding chips as of the Closing Time which are redeemed during the Chip Redemption Period (the “Chip Redemption Amount”). The Company and Purchaser shall calculate and reconcile the Chip Redemption Amount seven (7) days after the Closing Date and one (1) business day after the expiration of the Chip Redemption Period (each, a “Chip Redemption Calculation Date”), and the Company shall reimburse Purchaser for the calculated and determined Chip Redemption Amount within three (3) business days of each Chip Redemption Calculation Date.

(b) Chip Series. Purchaser acknowledges and agrees that the existing chip series utilized at Casino through the Closing Time must be removed from circulation upon the Closing Time, and that all existing chips within the Casino will be disposed of by the Company in accordance with Gaming Laws within thirty (30) days from the Closing Date (or as otherwise required by the Gaming Authorities). Purchaser agrees that until such time as the existing chips are destroyed or otherwise disposed of, such existing chips shall be stored in a locked cabinet in the soft count room of the Casino. Purchaser further agrees to cooperate with and permit Debtors and their employees and representatives reasonable access when needed to remove the existing chips from the Casino in order to properly destroy and dispose of in accordance with Gaming Laws.

(c) Slot Machine Payout Receipts; Safekeeping Monies. The Company shall be responsible for the accrued Liability, as calculated consistent with the past practices of the Company, for slot machine payout receipts and safekeeping monies as of the Closing Time, and the amount of such Liability shall be deducted from the Retained Cash.

(d) Progressive Jackpots and Slot Machine Wide Area Progressive Liability. The Company shall be responsible for the accrued Liability through the Closing Time, shown by the progressive meter readings on all in-house progressive slot machines, video poker machines, and all progressive table games as of the Closing Time, and the amount of such Liability shall be deducted from the Retained Cash to the extent that accrued Liability is not already funded as of the Closing Date. The Company shall be responsible for the accrued Liability through the Closing Time for all fees associated with the slot machine wide area progressives (i.e., all accrued fees owed to IGT in connection with the Megabucks® slot machines placed in the Casino).

(e) Promotions; Players’ Club. Purchaser acknowledges the existence of a players’ club at the Casino and that there will exist as of the Closing Date unexpired players’

club points and entitlements in connection therewith. To the extent required by Gaming Laws or the Gaming Authorities in connection with the sale of the Casino, Purchaser agrees to accept and honor any unexpired players' club points and entitlements without any credit or reimbursement from Debtors' for any Liability associated therewith. Purchaser further agrees to accept and honor all such valid and unexpired discount or entitlement coupons tendered to the Business after the Closing Time in accordance with the terms thereof without any credit or reimbursement from Debtors' for any Liability associated therewith. It is the intent and understanding of the Parties that the Debtors shall not retain any Liability associated with the players' club points or entitlements, or in connection with any unexpired discount or entitlement coupons.

8. General Conditions. The obligations of the Parties to effect the Closing shall be subject to the following conditions unless waived by each of the Parties hereto:

(a) approval of this Agreement, the Closing of the transaction contemplated hereby and the entry of the Confirmation Order by the Bankruptcy Court;

(b) The conditions to the effectiveness of the Plan of Reorganization as contained therein shall be satisfied;

(c) on the Closing Date, the Confirmation Order is a Final Order; and

(d) no Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Entity, nor shall any Action have been instituted and remain pending by any Governmental Entity prior to the Closing Date, which prohibits or materially restricts the Closing of the transaction contemplated by this Agreement.

9. Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the following conditions, except to the extent waived in writing by Purchaser:

(a) Except as otherwise limited in Section 5, the representations and warranties of the Company herein contained shall be materially true as of the Closing Date with the same effect as though made at such time (except those representations and warranties which are expressly limited to facts and circumstances as of the Execution Date or as of a date other than the Closing Date or the Execution Date);

(b) The Company shall have in all material respects performed all obligations and complied in all material respects with all covenants and conditions required by this Agreement to be performed, or complied with by it, on or prior to the Closing Date; and

(c) As of the Closing, the Escrow Agent shall issue or have committed to issue the Title Policy to Purchaser with only the Permitted Exceptions.

10. Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement shall be subject to the following conditions, except to the extent waived in writing by the Company:

(a) The representations and warranties of Purchaser herein contained shall be true in all material respects as of the Closing Date with the same effect as though made at such time; and

(b) Purchaser shall have in all material respects performed all obligations and complied in all material respects with all covenants and conditions required by this Agreement to be performed, or complied with by it, on or prior to the Closing Date.

11. Termination of Agreement. This Agreement and the transactions contemplated by this Agreement may be terminated at any time before the Closing as follows or as otherwise specifically set forth in this Agreement, and in no other manner:

11.1 By Mutual Consent.

(a) By the mutual written consent of Purchaser and the Company prior to the Closing.

(b) By either the Company or the Purchaser, if the conditions precedent set forth in Section 8 are not satisfied or waived by the Closing Date; provided that the Party terminating this Agreement is not in material breach of its respective representations, warranties, covenants, or other obligations contained herein.

11.2 By Purchaser.

(a) By Purchaser, if there has been a material breach by the Company in its representations and warranties or its covenants set forth in this Agreement; or

(b) By Purchaser, if the conditions precedent set forth in Section 9 are not satisfied or waived by the Closing Date; provided that Purchaser is not in material breach of its respective representations, warranties, covenants, or other obligations contained herein.

11.3 By the Company.

(a) By the Company, if there has been a material breach by Purchaser in its representations and warranties or its covenants set forth in this Agreement;

(b) By the Company, if the conditions precedent set forth in Section 10 are not satisfied or waived by the Closing Date; provided that the Company is not in material breach of its respective representations, warranties, covenants, or other obligations contained herein.

11.4 Effect of Termination.

(a) In the event that this Agreement shall be terminated as provided above, all further rights and obligations of the Parties under this Agreement shall terminate except as set forth in this Section 11.4, and except for the obligations of the Parties contained in the Confidentiality Agreement and in Sections 7.1(b), 13.2 and 14 of this Agreement and any other provision set forth herein that expressly survives any such termination.

(b) In the event of a termination under Sections 11.1 or 11.2, the Escrow Agent shall return the Deposit to Purchaser as Purchaser's sole and exclusive remedy, and Purchaser shall not be entitled to any additional remedies, including specific performance.

(c) In the event that this Agreement shall be terminated pursuant to Section 11.3, the Company shall retain the Deposit as liquidated damages as its sole and exclusive remedy, and the Company shall not be entitled to any additional remedies, including specific performance.

(d) The Parties hereby agree and acknowledge that the Company's damages as a result thereof would be extremely difficult or impossible to determine but that the amounts payable under Section 11.4(c) represents the Parties' best good faith estimate thereof. The Parties agree that the amounts payable under Section 11.4(c) to the Company pursuant to this Agreement is in no way intended as a penalty or forfeiture.

11.5 Survival of Representations and Warranties. The Parties hereby agree that the representations and warranties of the Parties hereto contained in this Agreement or in any writing delivered pursuant hereto or at the Closing shall not survive the Closing.

11.6 Effect of Closing Over Known Unsatisfied Conditions or Breached Representations, Warranties or Covenants. If Purchaser or the Company elect to proceed with the Closing knowing of any failure to be satisfied of any condition in its favor or the breach of any representation, warranty or covenant by the other Party, the condition that is unsatisfied or the representation, warranty or covenant which is breached at the Closing Date shall be deemed to be waived by such Party, and such Party shall be deemed to fully release and forever discharge the other Party on account of any and all claims, demands or charges, known or unknown, with respect to the same.

## 12. Post-Closing Access and Cooperation.

(a) Following the Closing, Purchaser will afford the Debtors and the Reorganized Debtor, and their respective attorneys, advisors, employees and accountants, and Debtors and the Reorganized Debtor will afford Purchaser, and its respective attorneys, advisors, employees and accountants, during normal business hours, reasonable access to the books, records and other data (financial or otherwise, and whether in documentary or data form and wherever located) relating to the Business in its possession with respect to periods prior to the Closing Time and the right to make copies and extracts therefrom, at the cost of the requesting Party, to the extent that such access may be reasonably required by the requesting Party in connection with (i) the preparation of Tax returns, (ii) the determination or enforcement of rights or obligations under this Agreement, (iii) compliance with the requirements of any Governmental Entity or Gaming Authority, (iv) the conduction of any financial audits of the requesting Party or audits conducted by any Governmental Entities or Gaming Authorities in connection with the requesting Party's operation of the Business prior to the Closing or otherwise as a result of the sale of the Business, or (v) in connection with the Chapter 11 Cases or any actual or threatened Action. In addition, for such period as required under any applicable Law, including Gaming Laws, commencing on the Closing Date, Purchaser, Debtors and

Reorganized Debtor shall not destroy or otherwise dispose of any such books, records and other data.

(b) At such times as Debtors and/or Reorganized Debtor may reasonably from time to time request after the Closing and upon reasonable notice and in such manner as will not unreasonably interfere with Purchaser's conduct of the Business, Purchaser shall fully cooperate and allow Debtors and/or Reorganized Debtor and their accountants, advisors, attorneys, employees, representatives, and auditors (i) unrestricted access to, and use of space designated by Purchaser within the administrative offices or otherwise on-site at the Casino that is substantially the same as the office space and facilities that Debtors generally made available to its independent accountants during their annual audits of Debtors prior to the Closing and (ii) during normal business hours, reasonable access to employees who are then employed by Purchaser, for the purposes set forth in Section 12(a)(i) through (v) above. Such access shall be at no charge to the Debtors and/or Reorganized Debtor except that any out-of-pocket costs incurred in providing such books, records and data so requested by a Party shall be at the requesting Party's expense.

(c) All such books, records and data that are provided to any Party pursuant to this Section 12 shall be subject to the confidentiality provisions of Section 13(b) below (without limiting the generality of those provisions).

(d) Notwithstanding anything to the contrary in this Section 12, all such books, records and data to be provided hereunder shall exclude all electronic mail correspondence sent from or received by or on behalf of the Debtors and Purchaser, and their members, managers, directors, officers, employees, attorneys or other advisors or representatives prior to the Closing Date. Furthermore, if the Debtors and/or Reorganized Debtors and Purchaser are in an adversarial relationship in litigation or arbitration, the furnishing of books, records and other data shall be governed by applicable rules relating to discovery and evidentiary procedures or by a Bankruptcy Court Order, rather than by this Section 12.

(e) If Debtors, Reorganized Debtor or Purchaser fails to take any of the actions specified in this Section 12 or fails to do or cause to be done any of the actions agreed to hereunder, within a reasonable time after a reasonable request therefor is made by the other Debtors, Reorganized Debtor or Purchaser, as applicable, then the party requesting the action to be taken may move the Bankruptcy Court for an Order directing such actions be done or taken, on an emergency basis upon not less than ten (10) Business Days' notice. The Bankruptcy Court shall retain jurisdiction to adjudicate any such obligations.

### 13. Publicity and Confidentiality.

13.1 Publicity and Reports. The Debtors and/or Reorganized Debtor and Purchaser shall coordinate all publicity relating to the transactions contemplated by this Agreement, and neither Debtors and/or Reorganized Debtor, nor the Purchaser shall issue any press release, publicity statement or other public notice relating to this Agreement or the transactions contemplated by this Agreement without first consulting with the other party, except that neither Debtors and/or Reorganized Debtor, nor the Purchaser shall be precluded from making such filings or giving such notices as may be required by Law, the Bankruptcy Court or



the rules of any stock exchange or national quotation system or as any such party, after consultation with counsel, determines is required under any such Laws or rules. Subject to the foregoing, the Debtors and Purchaser shall also mutually endeavor to agree on the form of any press release to be issued following the Closing announcing the consummation of the transactions contemplated by this Agreement.

13.2 Confidentiality. The terms of this Agreement and all non-public information disclosed by any Party or its representatives, whether before or after the Execution Date, in connection with the transactions contemplated by, or the discussions and negotiations preceding, this Agreement to any other Party or its representatives shall be kept confidential by such other Party and its representatives and shall not be used by any such Persons other than as contemplated by this Agreement, except to the extent that such information (i) was known by the recipient when received, (ii) is or hereafter becomes lawfully obtainable from other sources, (iii) is necessary or appropriate to disclose to a Governmental Entity having jurisdiction over the Parties, (iv) as may otherwise be required by Laws, including the Bankruptcy Code under the Chapter 11 Cases, or (v) to the extent such duty as to confidentiality is waived in writing by the other Party; provided, however, that following the Closing the foregoing restrictions will not apply to Purchaser's use of documents and information concerning the Business, furnished by the Company hereunder in the conduct of the Business. If this Agreement is terminated in accordance with its terms, each Party shall return all documents and reproductions thereof received by it or its representatives from the other Party and, in the case of reproductions, all such reproductions made by the receiving Party that include information not within the exceptions contained in the first sentence of this Section 13.2, unless the recipients provide assurances satisfactory to the requesting Party that such documents have been destroyed. In the event of any inconsistency between this Section 13.2 and the Confidentiality Agreement, the terms and conditions of the Confidentiality Agreement shall supersede and control.

#### 14. General.

14.1 Notices. Any notices as provided herein shall be in writing and shall be deemed received upon receipt of electronic or other confirmation of transmission if sent via facsimile, or one (1) Business Day after being sent by overnight courier (with confirmation of delivery) addressed as follows or to such other addresses as the Parties may designate to each other in writing from time to time:

If to Purchaser to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Company to: 155 East Tropicana, LLC  
115 E. Tropicana Avenue



Las Vegas, NV 89109  
Attn: Michael J. Hessling  
Facsimile: (702) 739-7783

With a copy to: Gordon Silver  
3960 Howard Hughes Parkway  
9th Floor  
Las Vegas, Nevada 89169  
Attn: Gerald M. Gordon  
Facsimile: (702) 369-2666

14.2 Amendments; Waivers. This Agreement and any Exhibits or Schedules attached hereto may be amended only by an agreement in writing executed on behalf of both Purchaser and the Company. No waiver of any provision or consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Party to be bound and then only to the specific purpose, extent and instance so provided, except as provided in Section 11.6.

14.3 Exhibits and Schedules; Integration. Each Exhibit and Schedule delivered pursuant to the terms of this Agreement shall be in writing and shall constitute a part of this Agreement, although such Exhibits and Schedules need not be attached to each copy of this Agreement. This Agreement, together with such Exhibits and Schedules and the Confidentiality Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith.

14.4 Governing Law; Jurisdiction. This Agreement, and the application or interpretation hereof, shall be governed exclusively by the terms of this Agreement and by the Laws of the State of Nevada, including the Nevada Gaming Control Act, the Bankruptcy Code and the Bankruptcy Rules, each as amended from time to time. Each Party irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court in any Action or proceeding arising out of this Agreement, and covenants that any such Action or proceeding shall be brought only in such court; provided, however, that such consent to jurisdiction is solely for the purpose referred to in this Section and shall not be deemed to be a general submission to the jurisdiction of said court or in the State of Nevada other than for such purpose. Each Party irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Action or Proceeding brought in the Bankruptcy Court and any claim that any such Action or proceeding brought in the Bankruptcy Court has been brought in an inconvenient forum.

14.5 Assignment. Neither this Agreement nor any rights or obligations under it are assignable by the Company or Purchaser; any such assignment shall be void.

14.6 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

14.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14.8 Heirs, Successors, and Assigns. Each and all of the covenants, terms and provisions, herein contained shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective heirs, personal representatives, successors, and assigns.

14.9 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by Law.

14.10 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND PURCHASER EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENTS OR INSTRUMENTS RELATING HERETO OR DELIVERED IN CONNECTION HERewith.

14.11 Attorneys' Fees. In the event of an Action or other proceeding to enforce any rights arising under this Agreement, the Party prevailing in such Action or proceeding shall be paid all reasonable costs and attorneys' fees by the other Party, including expert witness fees and costs, such fees to be set by the court and not by a jury and to be included in any Order entered in such Action or proceeding.

14.12 Expenses. The Company and Purchaser shall each be solely responsible for all expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement and the performance of the transactions contemplated hereunder (including, without limitation, fees and expenses of its own legal counsel and advisors).

14.13 Ambiguity. Each Party acknowledges that this Agreement is the result of extensive negotiations between the Parties and their counsel. In the event any ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The language in this Agreement shall be construed according to its plain and fair meaning and not for or against any of the Parties hereto.

14.14 Advice of Counsel. Each of the Parties hereto has been advised, and has been afforded the opportunity, to seek the advice of independent legal counsel in connection with the preparation and execution of this Agreement and its effect upon such Party. Each Party hereto acknowledges that it has been represented by such independent counsel and is signing and making this Agreement freely and voluntarily and accepts the terms, conditions and provision of this Agreement.

14.15 Time of the Essence. Time is of the essence with respect to the time periods set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Execution Date.

“PURCHASER”

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

“COMPANY”

155 EAST TROPICANA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## **LIST OF EXHIBITS AND SCHEDULES**

### Exhibits:

Exhibit A – Real Property

Exhibit B – Form of Assignment

Exhibit C – Form of Deed

Exhibit D – Form of Bill of Sale

Exhibit E – Form of Bankruptcy Orders

### Schedules:

Schedule 2.2(h) – Assumed Leases and Contracts

Schedule 2.5 – Hooters® Intellectual Property Contracts

Schedule 2.7 – Permitted Encumbrances

Schedule 7.2 – Conduct of Business

Schedule 7.4 – Sale Procedures

EXHIBIT "A"  
TO ASSET PURCHASE AGREEMENT

Description of Real Property

That certain real property located at 115 and 155 East Tropicana Avenue, Las Vegas, Nevada, commonly known as Assessor's Parcel Numbers 162-28-101-002 and 162-28-102-001, and as more specifically described on the metes and bounds legal description attached hereto.

**EXHIBIT "B"**  
**TO ASSET PURCHASE AGREEMENT**

Form of Assignment

**ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS**

This Assignment and Assumption of Leases and Contracts (this "Assignment") is entered into as of \_\_\_\_\_, 2012 (the "Effective Date") by and between 155 East Tropicana, LLC, a Nevada limited liability company ("Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee"), with reference to the following:

**RECITALS**

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of \_\_\_\_\_ (the "Agreement").

B. Pursuant to the terms of the Agreement, Assignor and Assignee have agreed to an assignment of all of Assignor's right, title and interest in and to the Assumed Leases and Contracts (as defined in the Agreement) as more specifically listed on Exhibit A attached hereto and incorporated herein by reference (the "Leases and Contracts").

C. Assignor now desires to assign all of Assignor's rights, title and interest in and to the Leases and Contracts, and Assignee desires to accept all right, title and interest in the Leases and Contracts, and assume those liabilities and obligations arising under the Leases and Contracts after the Effective Date in accordance with the terms of the Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and under the Leases and Contracts.

2. Assumption. Assignee hereby accepts the assignment of such rights, title and interest of Assignor in and under the Leases and Contracts, and agrees to assume Assignor's liabilities and obligations arising under the Leases and Contracts after the Effective Date. Notwithstanding anything to the contrary contained in this Assignment, Assignee's assumption of Assignor's liabilities and obligations under the Leases and Contracts shall be limited to the scope of the "Assumed Liabilities," as further described in the Agreement.

3. Interpretation. The captions of the sections of this Assignment are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of this Assignment. Any pronouns or references used herein shall be deemed to include the masculine, feminine or



neuter genders as appropriate. Any expression in the singular or the plural shall, if appropriate in the context, include both the singular and the plural.

4. Attorneys' Fees. In the event of any action or legal proceeding between or among the parties to enforce, protect, interpret or establish any of their rights or obligations under this Assignment or any action or legal proceeding for damages for an alleged breach of any provision of this Assignment, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs.

5. Governing Law; Jurisdiction. This Assignment has been executed and delivered in, and shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of, the State of Nevada. Any litigation arising out of or related to this Assignment shall be instituted and prosecuted only in the appropriate state or federal court situated in Clark County, Nevada. Each party hereto hereby submits to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising therefrom. Each party hereto hereby waives any right to a change of venue and any and all objections to the jurisdiction of the state and federal courts located in Clark County, Nevada.

6. Electronic Signatures; Counterparts. For purposes of the execution of this Assignment, fax, PDF or other forms of electronic signatures shall be deemed to be original signatures creating a valid and binding obligation of the party so signing. In addition, this Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

The parties have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

155 EAST TROPICANA, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT "A" TO ASSIGNMENT OF LEASES AND CONTRACTS**

Assumed Leases and Contracts

EXHIBIT "C"  
TO ASSET PURCHASE AGREEMENT

Form of Deed

APN: \_\_\_\_\_

WHEN RECORDED, MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons.  
(Pursuant to NRS 239b.030)

Escrow No. \_\_\_\_\_

R.P.T.T. \_\_\_\_\_

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That 155 East Tropicana, LLC, a Nevada limited liability company, for valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to \_\_\_\_\_, a \_\_\_\_\_, that certain real property situated in Clark County, State of Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. All general and special taxes for the fiscal year; and
2. Encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and easements now existing of record.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

[Signature page to follow.]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

GRANTOR:

**155 EAST TROPICANA, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, the \_\_\_\_\_ of 155 East Tropicana, LLC, a Nevada limited liability company, on behalf of the limited liability company.

**Notary Public**

My commission expires:

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EXHIBIT "A" TO GRANT, BARGAIN SALE DEED

Legal Description



EXHIBIT "D"  
TO ASSET PURCHASE AGREEMENT

Form of Bill of Sale

155 East Tropicana, LLC, a Nevada limited liability company ("Grantor"), in consideration for the sum of Ten and No/100 US Dollars (\$10.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, transfers and delivers unto \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), pursuant to that certain Asset Purchase Agreement dated as of \_\_\_\_\_ ("Purchase Agreement"), all Personal Property (as defined in the Purchase Agreement) owned by Grantor, including, without limitation, the personal property listed on Exhibit "A" attached hereto and incorporated herein by this reference, but specifically excluding those items of personal property listed on Exhibit "B" attached hereto and incorporated herein by this reference which are expressly excluded from the Personal Property (collectively, the "Transferred Personal Property").

TO HAVE AND TO HOLD all said Transferred Personal Property hereby sold, assigned, transferred and delivered unto Grantee, its successors and assigns, for its and their own respective use and benefit.

Grantor for itself, its successors and assigns, hereby covenants with Grantee, its successors and assigns, that Grantor, its successors and assigns, will do all things and execute and deliver all documents as Grantee, its successors and assigns, reasonably require or request to vest in or confirm to Grantee, its successors and assigns, all Transferred Personal Property.

The undersigned has executed this Bill of Sale as of \_\_\_\_\_, 2012.

Grantor:

155 East Tropicana, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

EXHIBIT "A" TO BILL OF SALE

Personal Property

EXHIBIT "B" TO BILL OF SALE

Items Excluded From Personal Property

SCHEDULE 2.2(H)  
TO ASSET PURCHASE AGREEMENT

Assumed Leases and Contracts

[To be attached.]

SCHEDULE 2.5  
TO ASSET PURCHASE AGREEMENT

Hooters® Intellectual Property Contracts

[To be attached.]

SCHEDULE 2.7  
TO ASSET PURCHASE AGREEMENT

Permitted Encumbrances

[To be attached.]



SCHEDULE 7.2  
TO ASSET PURCHASE AGREEMENT

Conduct of Business

[To be attached.]

SCHEDULE 7.4  
TO ASSET PURCHASE AGREEMENT

Sale Procedures

[See attached.]

## **Schedule 7.4**

### **Sales Procedures**

The following are the bidding and auction procedures (the "Sale Procedures") pursuant to which the Company shall solicit bids and seek authority to sell certain of the Company's assets (the "Sale").

(1) The Company desires to sell those certain assets (collectively, the "Sale Assets") referred to in Section 2.2 of the form of Asset Purchase Agreement (the "Agreement"). The Sale Assets are more fully described in the Agreement and include licenses and permits, to the extent assignable, and the assumption and assignment of certain contracts and/or leases as set forth in Section 2.2 and Schedule 2.2(h) of the Agreement (the "Contracts"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Agreement.

(2) All interested persons ("Bidders") are invited to conduct reasonable due diligence for purposes of making a bid for the Sale Assets, subject to (a) execution of a commercially reasonable confidentiality agreement, (b) delivery of evidence establishing, to the Company's reasonable satisfaction, in consultation with the Company's investment banker, such prospective bidder's financial capability to timely consummate a transaction, and (c) concluding such due diligence in a manner that does not delay or affect the timeframe of the proceedings discussed herein. Any party interested in conducting due diligence must contact Matthew Sodl of Innovation Capital, LLC, and shall not contact Debtors' agents, employees, vendors or customers absent written consent from Mr. Sodl. Company makes no representations or warranties regarding any information provided.

(3) U.S. Bank National Association, in its capacity as Trustee, or its successors, designees or assignees (together, the "Secured Creditor"), under that certain Indenture (the "Indenture") dated as of March 29, 2005, pursuant to which \$130,000,000 8.75% Senior Secured Notes due 2012 (the "Senior Secured Notes") were issued by the Debtors, shall have the right to credit bid up to an amount equal to 98.4% of the outstanding amount of the Senior Secured Notes (the "Credit Bid"), at the Auction pursuant to Section 363(k) of the Bankruptcy Code.

(4) Any Bidder that desires to submit a competing bid for the Sale Assets (a "Competing Bid") must comply with the Sale Procedures. Only Bidders that (a) submit a Competing Bid, and (b) comply with the Sale Procedures (including providing the Qualifying Information, as defined below) shall be deemed to be "Qualified Bidders." Only Qualified Bidders and the Secured Creditor, with respect to its Credit Bid, may participate in the Auction. In order to be considered a "Qualified Bid", a Competing Bid must be submitted by physical delivery, e-mail, or facsimile so as to be actually received by the Company's counsel and investment banker not later than 4:00 p.m. prevailing Pacific Time on the date that is five (5) Business Days prior to the Auction (the "Bid Deadline") and must consist of the following:

(a) A written summary of the terms and conditions of the Competing Bid, which shall include an all cash offer. The Company will provide a copy of the Competing Bid (consisting of the written summary and the Competing Bid Agreement) that the Company determines, in its sole discretion, to be the highest and best Competing Bid (the "Initial Bid") to

the Secured Creditor and all Qualified Bidders within three (3) Business Days after the Bid Deadline.

(b) Evidence demonstrating, to the Company's reasonable satisfaction, committed financing, funding, and/or other financial ability to pay the purchase price and timely consummate the transaction that is the subject of the Competing Bid and to provide adequate assurance of future performance, as contemplated by Bankruptcy Code § 365, to all non-debtor contracting parties with respect to the executory contracts and unexpired leases that the Competing Bidder intends for the Company to assume and assign to it, if any (the "Qualifying Information"). The Company may challenge the sufficiency of the Qualifying Information and request additional Qualifying Information at any time prior to the conclusion of the Sale Hearing.

(c) An asset purchase agreement substantially in the form of the Agreement (a "Competing Bid Agreement"), (i) containing terms and conditions that, in the aggregate, are substantially similar to or better than those contained in the Agreement (and also including a version that is blacklined against the Agreement to show all changes to the Agreement), (ii) signed by the Competing Bidder, identifying such party and its principals and relevant contact information, (iii) detailing the amount and type of consideration to be paid for the Sale Assets, (iv) identifying the executory contracts, licenses, permits, and unexpired leases that the Competing Bidder requests that the Company assume and/or assign to such bidder at the closing of the Sale, and (iv) all other terms and conditions of the Competing Bid; and

(d) Include an earnest money deposit of at least \$2,500,000, in the form of a certified or cashier's check made payable to, or wire transfer completed to, Nevada Title Company or other Escrow Agent agreed to by the Company on or before the Bid Deadline (the "Initial Deposit") (each Initial Deposit is hereinafter collectively referred to as a "Sale Deposit").

(5) In order to be considered a Qualified Bid, a Competing Bid must not (i) be subject to a condition based on the outcome of due diligence, similar review, corporate approval or any other third party approvals (other than Bankruptcy Court approval); (ii) be subject to procurement of financing or funding of such financing; (iii) be subject to receipt of Gaming Approvals; (iv) be subject to conditions, representations, or terms unacceptable to the Company; or (v) provide for the Competing Bidder to receive any break-up fee, termination fee, expense reimbursement, or similar type of Purchaser protection payment;

(6) All Sale Deposits shall be retained by the Company pending completion of the Auction and the Sale and the entry of the Confirmation Order. With the exception of any Back-Up Bidder, the Sale Deposits of unsuccessful bidders shall be returned within one (1) business day after entry of the Sale Order.

(7) The Company shall proceed to conduct the Auction provided that more than one (1) Qualified Bid is received prior to the Bid Deadline. In the event that only one (1) Qualified Bid is received prior to the Bid Deadline, or in such event that no Qualified Bids are received prior to the Bid Deadline, the Company shall proceed directly to the Sale Hearing, as defined below, at which time a Credit Bid may be presented by the Secured Creditor, its successors, designees, or assignees.

(8) The Auction for the Sale Assets shall be organized and conducted by the Company at the time and in the manner prescribed by the Bankruptcy Court in open court on invitation to the Qualified Bidders and the Secured Creditor. Each Qualified Bidder and the Secured Creditor must be present at the Auction by and through a designated agent with actual authority to speak for and bind such Qualified Bidder and the Secured Creditor, although such agent may consult with such Qualified Bidder and the Secured Creditor during the Auction by telephone or email. At the Auction, each Qualified Bidder will be permitted to increase its bid. The first bid at the Auction will be the Initial Bid. Subsequent bids may be submitted by each Qualified Bidder at the Auction (the "Increased Bids") for cash increments of not less than \$100,000 higher than the next previous bid.

(9) The Company reserves the right prior to, during and after the Auction (subject to review by the Bankruptcy Court at the Sale Hearing), to reject any bid that is not in conformity with these Sale Procedures, the orders of the Bankruptcy Court, or the Bankruptcy Code, or in the best interests of the Debtors, as determined by the Company.

(10) At the conclusion of the Auction, the Company shall designate the Qualified Bid or the Increased Bid that is the highest and best bid (the "Highest Bid"), which the Company will recommend to the Bankruptcy Court, subject to the right of the Secured Creditor to Credit Bid at the Sale Hearing. However, the Company shall not be deemed to have accepted any bid unless and until such bid and the Company's acceptance thereof have been subsequently authorized by entry of the Sale Order. The Company shall also designate which of the Qualified Bids or the Increased Bids constitute the next highest and best bids (each such bid, the "Back-Up Bid"). If any party submitting a Back-Up Bid affirmatively elects to be a back-up bidder (the "Back-Up Bidder") (which election must be made prior to the commencement of the hearing to approve the Sale to the Winning Bidder), the Back-Up Bidder shall be obligated to purchase the Sale Assets subject to the terms of the Back-Up Bid. Unless the Back-Up Bidder is then in breach of its obligation to purchase the Sale Assets, the Company shall return the Sale Deposit of the Back-Up Bidder, if due, on the first to occur of: (a) the closing of the Sale of the Sale Assets to any person or entity other than the Back-Up Bidder, or (b) thirty-five (35) days following the date on which the Sale Order becomes a final, non-appealable order if the Back-Up Bidder has not otherwise been notified by the Company that it is obligated to close. If the Back-Up Bidder receives such notification from the Company that it is obligated to close, the Back-Up Bidder shall have fifteen (15) days after such notification to close on its Back-Up Bid.

(11) The Company shall seek the Bankruptcy Court's approval of the Highest Bid as the highest and best bid for the Sale Assets submitted by any Qualified Bidder, subject to the right of the Secured Creditor to Credit Bid at the Sale Hearing. The hearing to approve the Sale shall be conducted immediately following the Auction (such hearing, the "Sale Hearing") at which time the Secured Creditor will be afforded its opportunity to Credit Bid. The Sale Order, subject to the entry of the Confirmation Order, and the occurrence of the Effective Date pursuant to the Amended Plan, shall: (i) approve the Highest Bid or the Credit Bid, as applicable as the "Winning Bid," and the transfer of the Sale Assets to the Qualified Bidder or the Secured Creditor, as applicable, who submitted the Winning Bid (the "Winning Bidder"), on an "as is, where is" basis, free and clear of all Liens (except for the Permitted Encumbrances and as otherwise designated in the Winning Bid), with the Liens to attach to the net proceeds of the sale of such Sale Assets upon Closing (unless the Winning Bid is a Credit Bid, in which case the

Secured Creditor, as the Winning Bidder, shall receive title to the collateral as if it had conducted a foreclosure sale); (ii) upon reasonable evidentiary showing, contain a finding that the Winning Bidder is a good faith purchaser pursuant to Bankruptcy Code § 363(m); and (iii) provide that the Closing Date shall be as set forth in these Sale Procedures and the Competing Bid Agreement. In the event that a Back-Up Bidder is identified to the Bankruptcy Court at the Sale Hearing, the Sale Order shall approve the Back-Up Bid, on a contingent basis.

(12) In the event that the Winning Bidder fails to consummate the proposed transaction by the date of the closing identified in the Competing Bid Agreement, such bidder's Sale Deposit shall be forfeited to the Company as liquidated damages. The Company may immediately consummate the proposed transaction with the Back-Up Bidder, if any, as set forth in paragraph (10) above, and if the Back-Up Bidder is unable to consummate the transaction in accordance with the Back-Up Bid, the Back-Up Bidder's Sale Deposit shall also be forfeited to the Company as liquidated damages, all without the need for an additional hearing or order of the Bankruptcy Court.

(12) The Company shall use reasonable best efforts to obtain entry of an order authorizing the assumption and assignment of the Contracts which the Winning Bidder has elected to assume in accordance with the provisions of the Agreement. The Winning Bidder shall be solely responsible for payment of any Cure Costs ordered by the Bankruptcy Court in connection with such assumption and assignment; provided, however, that Purchaser reserves the right to exclude Contracts if the Cure Cost with respect to such Contract exceeds [\$\_\_\_\_\_].

(13) The Secured Creditor, all Competing Bidders, and all Qualified Bidders shall be deemed to have submitted to the exclusive jurisdiction of the Bankruptcy Court with respect to all matters related to the Sale and the terms and conditions of the transfer of the Sale Assets. These Sale Procedures set forth in this Schedule 7.4 are the "Purchaser Protections."

EXHIBIT “3”

GORDON SILVER  
 GERALD M. GORDON, ESQ.  
 Nevada Bar No. 229  
 E-mail: ggordon@gordonsilver.com  
 BRIGID M. HIGGINS, ESQ.  
 Nevada Bar No. 5990  
 E-mail: bhiggins@gordonsilver.com  
 CANDACE C. CLARK, ESQ.  
 Nevada Bar No. 11539  
 E-mail: cclark@gordonsilver.com  
 3960 Howard Hughes Pkwy., 9th Floor  
 Las Vegas, Nevada 89169  
 Telephone (702) 796-5555  
 Facsimile (702) 369-2666  
 Attorneys for Debtors

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

In re  
 155 EAST TROPICANA, LLC,  
 a Nevada limited liability company,  
 Debtor.

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

In re  
 155 EAST TROPICANA FINANCE CORP.,  
 a Nevada corporation,  
 Debtor.

Case No. 11-22217-BAM  
 Chapter 11

**SALE OBJECTION DEADLINE**

Date: February 3, 2012  
 Time: N/A

**BID DEADLINE**

Date: February 10, 2012  
 Time: 4:00 p.m. (PST)

**AUCTION AND SALE HEARING**

Date: February 17, 2012  
 Time: 1:30 p.m.

**NOTICE OF: (I) SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS; (II) SALE PROCEDURES; (III) DEADLINE FOR SUBMISSION OF QUALIFIED BIDS; (IV) DEADLINE FOR OBJECTIONS TO SALE; AND (V) AUCTION AND HEARING TO APPROVE SALE**

155 East Tropicana, LLC, a Nevada limited liability company ("Company"), and 155



1 East Tropicana Finance Corporation, a Nevada corporation ("Finance Corp.," and together with  
 2 Company, "Debtors"), are debtors and debtors-in-possession in the above-captioned bankruptcy  
 3 cases pending under Chapter 11, title 11 of the United States Code (the "Bankruptcy Code") in  
 4 the U.S. Bankruptcy Court for the District of Nevada (the "Bankruptcy Court").

5 **PLEASE TAKE NOTICE** that on January 3, 2012, Debtors filed a motion with the  
 6 Bankruptcy Court [ECF No. 339] (the "Sale and Procedures Motion") seeking, among other  
 7 things: (a) authority to sell Company's assets (the "Sale Assets") free and clear of all liens,  
 8 claims, and interests pursuant to Section 363 of the Bankruptcy Code (the "Sale Transaction");  
 9 (b) approval of procedures (the "Sale Procedures") for the solicitation of bids with respect to the  
 10 Sale Transaction; (c) authority to assume and assign certain executory contracts and unexpired  
 11 leases in connection with the Sale Transaction pursuant to Section 365 of the Bankruptcy Code;  
 12 and (d) the scheduling of a hearing seeking conditional approval of the Sale Transaction (the  
 13 "Sale Hearing").

14 **PLEASE FURTHER TAKE NOTICE** that the Bankruptcy Court held a hearing on the  
 15 Sale Procedures relief requested in the Sale and Procedures Motion on January 18, 2012, and at  
 16 that hearing, the Bankruptcy Court approved the relief related to the Sale Procedures, which  
 17 approval is set forth in the order entered by the Bankruptcy Court [ECF No. \_\_\_\_] (the "Sale  
 18 Procedures Order") on January \_\_\_, 2012. The Sale Procedures Order establishes the Sale  
 19 Procedures, a copy of which, as approved by the Bankruptcy Court, is attached hereto as **Exhibit**  
 20 **"1,"** that govern the manner in which the Sale Assets are to be sold at the forthcoming Auction.  
 21 **All bids must comply with the Sale Procedures and be submitted so as to be received by**  
 22 **Debtors no later than February 10, 2012 at 4:00 p.m. PST.**

23 **PLEASE TAKE FURTHER NOTICE** that the Sale Hearing is scheduled to take place  
 24 on February 17, 2012 at 1:30 p.m. PST at the U.S. Bankruptcy Court for the District of Nevada,  
 25 300 Las Vegas Boulevard South, 3rd floor, Las Vegas, Nevada 89101, Courtroom No. 3, before  
 26 the Honorable Bruce A. Markell, U.S. Bankruptcy Judge. At the Sale Hearing, the Bankruptcy  
 27 Court will consider the approval of the Winning Bid (as defined in the Sale Procedures), and  
 28 may include the performance of a court auction (the "Auction") in accordance with the Sale

Procedures; and Debtors will seek entry of a sale order (the “Sale Order”) to be conditioned upon the entry of an order (the “Confirmation Order”) confirming Debtors’ First Amended Joint Plan of Reorganization [ECF No. 364] (as may be subsequently amended or modified, the “Amended Plan”).

Objections to any relief requested in the Sale and Procedures Motion (each, an “Objection”), relating to Debtors’ request to approve the sale of property free and clear of all liens, claims and interest, or relating to Debtors’ request to approve the proposed amounts to cure (the “Cure Costs”) certain of Company’s executory contracts and unexpired leases (“Proposed Assigned Contracts”), must be made in writing, and filed with the Bankruptcy Court by February 3, 2012 (the “Objection Deadline”). All Objections must set forth all relevant facts and any relevant legal authority, and must be supported by affidavits or declarations that conform to the provisions of LR 9014(c). Replies to any Objections must be made in writing, and filed with the Bankruptcy Court by February 10, 2012 (the “Reply Deadline”).

**PLEASE TAKE FURTHER NOTICE** that if you object to the relief requested, you *must* file a **WRITTEN** response to the Sale and Procedures Motion with the court. You *must* also serve your written response on the person who sent you this notice.

**PLEASE TAKE FURTHER NOTICE** that if you do not file a written response with the court, or if you do not serve your written response on the person who sent you this notice, then:

- The court may *refuse to allow you to speak* at the scheduled hearing; and
- The court may *rule against you* without formally calling the matter at the hearing.

Copies of the Sale and Procedures Motion, the Sale Procedures, and the Sale Procedures Order may be obtained on the internet at <http://www.nvb.uscourts.gov> (PACER account required), or at the website of Debtors’ counsel at <http://www.gordonsilver.com/public-filings.html>. Alternatively, copies of the Sale and Procedures Motion, the Sale Procedures, and the Sale

1 Procedures Order may be obtained by contacting Debtors' counsel, the law firm of Gordon Silver,  
2 Attn: Candace C. Clark, Esq., at (702) 796-5555, cclark@gordonsilver.com, or via regular mail at  
3 3960 Howard Hughes Parkway, 9th Floor, Las Vegas, Nevada 89169.

4 The failure of any person or entity to file an Objection on or before the Objection  
5 Deadline shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection (except  
6 as provided below) to the Sale and Procedures Motion, the Auction, the transfer of the Sale  
7 Assets, and the Cure Costs.

8 **PLEASE TAKE FURTHER NOTICE** that to the extent that a counterparty to a  
9 Proposed Assigned Contract has an objection to the proposed assumption and assignment, and/or  
10 adequate assurances of future performance (the "Section 365 Objections") such objections will  
11 be heard in connection with the hearing on confirmation of the Plan, the objection deadline for  
12 which shall be noticed at a later time.

13 This Notice is subject to the full terms and conditions of the Sale and Procedures Motion,  
14 the Sale Procedures Order, and the Sale Procedures, which shall control in the event of any  
15 conflict. Parties in interest are encouraged to review such documents in their entirety and consult  
16 an attorney if they have questions or want advice.

17 DATED this \_\_\_\_ day of January, 2012.

18 GORDON SILVER

19  
20 By: \_\_\_\_\_  
21 GERALD M. GORDON, ESQ.  
22 BRIGID M. HIGGINS, ESQ.  
23 CANDACE C. CLARK, ESQ.  
24 3960 Howard Hughes Pkwy., 9th Floor  
25 Las Vegas, Nevada 89169  
26 Attorneys for Debtors  
27  
28

EXHIBIT “4”

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA

In re

155 EAST TROPICANA, LLC,  
a Nevada limited liability company,

Debtor.

Case No: 11-22216-BAM  
Chapter 11

JOINTLY ADMINISTERED

In re

155 EAST TROPICANA FINANCE CORP.,  
a Nevada corporation,

Debtor.

Case No. 11-22217-BAM  
Chapter 11

**NOTICE OF PUBLIC AUCTION AND SALE HEARING**

**PLEASE TAKE NOTICE** that on January 3, 2012, 155 East Tropicana, LLC, a Nevada limited liability company ("Company") and 155 East Tropicana Finance Corporation, a Nevada corporation ("Finance Corp.," and together with Company, "Debtors"), filed their *Motion for Entry of (I) An Order (A) Approving Sale of the Sale Assets Free and Clear of Liens, Claims and Interest; (B) Approving Assumption and Assignment of Certain Unexpired Leases and Executory Contracts; and (II) An Order (A) Approving Sale Procedures; (B) Setting Date and Time for Auction and Sale Hearing; (C) Approving Form of Notice of Auction and Sale Hearing; (D) Approving Form of Cure Notice; and (E) Related Relief* (the "Sale and Procedures Motion") with the United States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court").

**PLEASE TAKE FURTHER NOTICE** that on January \_\_, 2012, the Bankruptcy Court entered the *Order (I) Approving Sale Procedures for the Sale of Substantially all of Company's Assets Free and Clear of All Liens, Claims, and Interests; (II) Setting Date and Time for Auction and Sale Hearing; (III) Approving Form of Notice of Auction and Sale Hearing; (IV) Approving Form of Cure Notice; and (V) Approving Form of Successful Purchaser Notice* (the "Sale Procedures Order"), approving the sale procedures set forth in the Sale and Procedures Motion (the "Sale Procedures"), which set the key dates, times and procedures related to the sale of substantially all assets of Debtors' bankruptcy estates (the "Sale Assets") pursuant to the terms outlined in the Sale and Procedures Motion. **All interested bidders should carefully read the Sale Procedures.** To the extent there are any inconsistencies between the Sale Procedures and the summary description of its terms and conditions contained within this Notice, the terms of the Sale Procedures shall control.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Sale Procedures Order, an auction (the "Auction") to sell the Purchased Assets will be conducted at the U.S. Bankruptcy Court for the District of Nevada, 300 Las Vegas Boulevard South, 3rd Floor, Las

Vegas, Nevada 89101, Courtroom No. 3, before the Honorable Bruce A. Markell, U.S. Bankruptcy Judge, or at such other place and time as Debtors shall notify reasonably in advance to all qualified bidders, on **February 17, 2012, at 1:30 p.m. PST**. To participate in the Auction, all qualified bidders must have submitted a qualified bid, pursuant to the Sale Procedures, no later than **February 10, 2012, at 4:00 PST**.

**PLEASE TAKE FURTHER NOTICE** that a hearing will be held to confirm the results of the Auction and approve the sale transaction contemplated in the Sale and Procedures Motion to the successful bidder immediately following the Auction (the "Sale Hearing") before the Honorable Bruce A. Markell, United States Bankruptcy Judge, in the United States Bankruptcy Court, District of Nevada on **February 17, 2012, at 1:30 p.m. PST**, or at such time thereafter as counsel may be heard. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing. Objections to the Sale and Procedures Motion must be filed and served so that they are actually received by Debtors and other designated parties by no later than **February 3, 2012**.

**PLEASE TAKE FURTHER NOTICE** that this Notice is subject to the full terms and conditions of the Sale and Procedures Motion, the Sale and Procedures Order and the Sale Procedures, which shall control in the event of any conflict, and Debtors encourage parties in interest to review such documents in their entirety. A copy of the Sale and Procedures Motion, the Sale Procedures and/or the Sale Procedures Order may be obtained by written request made to counsel to Debtors, Gordon Silver, Attn: Candace C. Clark, 3960 Howard Hughes Pkwy., 9<sup>th</sup> Floor, Las Vegas, Nevada 89169; e-mail: [cclark@gordonsilver.com](mailto:cclark@gordonsilver.com) or may be obtained from the internet at [www.gordonsilver.com/publicfilings](http://www.gordonsilver.com/publicfilings).

**PLEASE TAKE FURTHER NOTICE** that the failure of any person or entity to timely file an objection to the Sale and Procedures Motion may be deemed a consent to the sale and be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale and Procedures Motion, the Auction, the sale of substantially all assets of the estate free and clear of liens, claims and interests or consummation and performance thereof.

DATED this \_\_\_\_ day of January, 2012

BY ORDER OF THE COURT.

EXHIBIT “5”

GORDON SILVER  
 GERALD M. GORDON, ESQ.  
 Nevada Bar No. 229  
 E-mail: ggordon@gordonsilver.com  
 BRIGID M. HIGGINS, ESQ.  
 Nevada Bar No. 5990  
 E-mail: bhiggins@gordonsilver.com  
 CANDACE C. CLARK, ESQ.  
 Nevada Bar No. 11539  
 E-mail: cclark@gordonsilver.com  
 3960 Howard Hughes Pkwy., 9th Floor  
 Las Vegas, Nevada 89169  
 Telephone (702) 796-5555  
 Facsimile (702) 369-2666  
 Attorneys for Debtors

**UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF NEVADA**

In re

155 EAST TROPICANA, LLC,  
 a Nevada limited liability company,

Debtor.

Case No: 11-22216-BAM  
 Chapter 11

JOINTLY ADMINISTERED

In re

155 EAST TROPICANA FINANCE CORP.,  
 a Nevada corporation,

Debtor.

Case No. 11-22217-BAM  
 Chapter 11

**OBJECTION DEADLINE**

Date: February 3, 2012  
 Time: N/A

**SALE HEARING**

Date: February 17, 2012  
 Time: 1:30 p.m.

**NOTICE OF: (I) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (II) PROPOSED CURE COSTS WITH RESPECT THERETO; AND (III) HEARING AND DEADLINE FOR OBJECTIONS**

155 East Tropicana, LLC, a Nevada limited liability company ("Company"), and 155 East Tropicana Finance Corporation, a Nevada corporation ("Finance Corp.," and together with Company, "Debtors"), are debtors and debtors-in-possession in the above-captioned bankruptcy cases pending under Chapter 11, title 11 of the United States Code (the "Bankruptcy Code") in



1 the U.S. Bankruptcy Court for the District of Nevada (the "Bankruptcy Court").

2 **PLEASE TAKE NOTICE** that on January 3, 2012, Debtors filed a motion with the  
3 Bankruptcy Court [ECF No. 339] (the "Sale and Procedures Motion") seeking, among other  
4 things: (a) authority to sell Debtors' assets (the "Sale Assets") free and clear of all liens, claims,  
5 and interests pursuant to Section 363 of the Bankruptcy Code (the "Sale Transaction"); (b)  
6 approval of procedures (the "Sale Procedures") for the solicitation of bids with respect to the  
7 Sale Transaction; (c) authority to assume and assign certain executory contracts and unexpired  
8 leases in connection with the Sale Transaction pursuant to Section 365 of the Bankruptcy Code;  
9 and (d) the scheduling of a hearing seeking conditional approval of the Sale Transaction (the  
10 "Sale Hearing").

11 **PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit "1"** is a schedule  
12 listing the executory contracts and unexpired leases of Debtors that may be assumed and  
13 assigned in connection with a Sale Transaction pursuant to the Sale and Procedures Motion (the  
14 "Proposed Assigned Contracts" and "Schedule of Proposed Assigned Contracts"). **PARTIES**  
15 **RECEIVING THIS NOTICE SHOULD CAREFULLY REVIEW WHETHER THEIR**  
16 **NAMES AND CONTRACTS OR LEASES ARE LISTED ON THE ATTACHED**  
17 **SCHEDULE OF CONTRACTS AND LEASES THAT MAY BE ASSUMED AND**  
18 **ASSIGNED PURSUANT OT THE SALE AND PROCEDURES MOTION.**

19 **PLEASE TAKE FURTHER NOTICE** that the Schedule of Proposed Assigned  
20 Contracts: (i) lists the name of each non-debtor party to the Proposed Assigned Contracts; and  
21 (ii) specifies the Cure Cost, if any, of which Debtors propose require payment to cure any and all  
22 defaults under each of the Proposed Assigned Contracts in the event it is assumed and assigned  
23 pursuant to the Sale and Procedures Motion.

24 **PLEASE TAKE FURTHER NOTICE** that Debtors may modify the attached Schedule  
25 of Proposed Assigned Contracts to reflect, among other things, the addition or removal of  
26 Proposed Assigned Contracts.

27 **PLEASE TAKE FURTHER NOTICE** that the Bankruptcy Court held a hearing on the  
28 Sale Procedures relief requested in the Sale and Procedures Motion on January 18, 2012, and at

1 that hearing, the Bankruptcy Court approved the relief related to the Sale Procedures, which  
 2 approval is set forth in the order entered by the Bankruptcy Court [ECF No. \_\_\_\_] (the "Sale  
 3 Procedures Order") on January \_\_\_, 2012. A copy of the Sale Procedures, as approved by the  
 4 Bankruptcy Court, is attached hereto as **Exhibit "2."** Among other things, the Sale Procedures  
 5 describe the manner by which a Sale Transaction may be effectuated.

6 **PLEASE TAKE FURTHER NOTICE** that, in accordance with the Sale Procedures  
 7 Order, the Sale Hearing is scheduled to take place on February 17, 2012 at 1:30 p.m. PST at the  
 8 U.S. Bankruptcy Court for the District of Nevada, 300 Las Vegas Boulevard South, 3rd floor,  
 9 Las Vegas, Nevada 89101, Courtroom No. 3, before the Honorable Bruce A. Markell, U.S.  
 10 Bankruptcy Judge. At the Sale Hearing, the Bankruptcy Court will consider the approval of the  
 11 assumption and assignment of certain executory contracts and unexpired leases in connection  
 12 with the Sale Transaction, and the determination that payment of the Cure Cost, if any, listed for  
 13 each of the Proposed Assigned Contracts on the attached Exhibit 1 will cure any and all defaults  
 14 thereunder as a prerequisite to assumption and assignment of the Proposed Assigned Contracts  
 15 that a Winning Bidder (as defined in the Sale Procedures) has designated for assignment.  
 16 Debtors believe that there are no defaults under the Proposed Assigned Contracts listed on  
 17 Exhibit 1, and that there are no amounts that need to be paid in order to cure the Proposed  
 18 Assigned Contracts listed thereon, other than payment of the amounts listed on Exhibit 1, if any.  
 19 If any party is aware of any defaults or other unpaid obligations under any of the Proposed  
 20 Assigned Contracts, or any facts or circumstances indicating that the Court should not grant the  
 21 relief specified in the first sentence of this paragraph then such party must file a written response  
 22 and evidence substantiating such facts or circumstances, as directed in the following paragraphs,  
 23 or forever be barred from asserting any such claim or challenging any such finding.

24 **PLEASE TAKE FURTHER NOTICE** that, in accordance with the Sale Procedures  
 25 Order, objections to any relief requested in the Sale and Procedures Motion (each, an  
 26 "Objection"), relating to Debtors' request to approve the proposed Cure Costs of the Proposed  
 27 Assigned Contracts, must be made in writing, and filed with the Bankruptcy Court by February  
 28 3, 2012 (the "Objection Deadline"). All Objections must set forth all relevant facts and any

relevant legal authority, and must be supported by affidavits or declarations that conform to the provisions of LR 9014(c). Replies to any Objections must be made in writing, and filed with the Bankruptcy Court by February 10, 2012 (the "Reply Deadline").

**PLEASE TAKE FURTHER NOTICE** that if you object to the relief requested, you *must* file a **WRITTEN** response to the Sale and Procedures Motion with the court. You *must* also serve your written response on the person who sent you this notice.

**PLEASE TAKE FURTHER NOTICE** that if you do not file a written response with the court, or if you do not serve your written response on the person who sent you this notice, then:

- The court may *refuse to allow you to speak* at the scheduled hearing; and
- The court may *rule against you* without formally calling the matter at the hearing.

Copies of the Sale and Procedures Motion, the Sale Procedures, and the Sale Procedures Order may be obtained on the internet at <http://www.nvb.uscourts.gov> (PACER account required), or at the website of Debtors' counsel at <http://www.gordonsilver.com/public-filings.html>. Alternatively, copies of the Sale and Procedures Motion, the Sale Procedures, and the Sale Procedures Order may be obtained by contacting Debtors' counsel, the law firm of Gordon Silver, Attn: Candace C. Clark, Esq., at (702) 796-5555, [cclark@gordonsilver.com](mailto:cclark@gordonsilver.com), or via regular mail at 3960 Howard Hughes Parkway, 9th Floor, Las Vegas, Nevada 89169.

The failure of any person or entity to file an Objection on or before the Objection Deadline shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection (except as provided below) to the Sale and Procedures Motion, the Auction, the transfer of the Sale Assets, and the Cure Costs.

**PLEASE TAKE FURTHER NOTICE** that to the extent that a counterparty to a Proposed Assigned Contract has an objection to the proposed assumption and assignment, and/or adequate assurances of future performance (the "Section 365 Objections") such objections will

1 be heard in connection with the hearing on confirmation of the Plan, the objection deadline for  
2 which shall be noticed at a later time.

3 This Notice is subject to the full terms and conditions of the Sale and Procedures Motion,  
4 the Sale Procedures Order, and the Sale Procedures, which shall control in the event of any  
5 conflict. Parties in interest are encouraged to review such documents in their entirety and consult  
6 an attorney if they have questions or want advice.

7 DATED this \_\_\_\_ day of January, 2012.

8 GORDON SILVER

9  
10 By: \_\_\_\_\_

11 GERALD M. GORDON, ESQ.  
12 BRIGID M. HIGGINS, ESQ.  
13 CANDACE C. CLARK, ESQ.  
14 3960 Howard Hughes Pkwy., 9th Floor  
15 Las Vegas, Nevada 89169  
16 Attorneys for Debtors  
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EXHIBIT “1”

List of Executory Contracts and Unexpired Leases, Exhibit 1

Contract/Lease Counterparties	ADDRESS	Type	Cure Amount
Able Amusement	3870 West Russell Road, Las Vegas, NV 89118-2315	Gaming Device Agreement	\$ -
Agilysis/Infogenesis	1858 Paysphere Circle; Chicago, IL 60674	POS Software Maintenance	\$ -
Agilysys NV, LLC/IBM Service Suite	11545 Wills Road, Suite 100; Alpharetta, GA 30009	IBM Service Suite Maintenance	\$ -
AirBand Communications, Inc.	14800 Landmark Boulevard, Suite 500; Dallas, TX 75254	Internet It Connection	\$ 682.10
Allegiant Air, LLC (Sunseeker)	8360 S. Durango Drive; Las Vegas, NV 89113	Sunseeker Magazine Publication - Advertising	\$ -
Alliance Airport Advertising	8945 W. Russell Road, Suite 150; Las Vegas, NV 89148	LAS-McCarran Airport Display Space	\$ -
Altura Communications Systems	1335 S. Acacia Avenue; Fullerton, CA 92831	Analog/Digital Line/Trunk Ports Maintenance	\$ -
Aristocrat Technologies	Department 9550, Los Angeles, CA 90084-9540	Gaming Device Agreement - Sopranos	\$ -
Aristocrat Technologies	Department 9550, Los Angeles, CA 90084-9541	Gaming Device Agreement - Reel Tall Tales	\$ -
ASCAP	2960 Cumberland Parkway, Suite 490, Atlanta, GA 30339	Music Licensing Agreement	\$ 5,000.33
Assurance Advertising	P.O. Box 93324; Las Vegas, NV 89193	Web Site Consultant	\$ -
Atlantic City Coin & Slot Service Co. Inc.	6770 Paradise Road; Las Vegas, NV 89119 (800) 284-7568	Participation Agreement	\$ -
Bally Technologies, Inc.	6601 S. Bermuda Road; Las Vegas, NV 89119 (702) 584-7700	Participation Agreement	\$ -
Best Buy / HSBC Business Solutions	P.O. Box 5229; Carol Stream, IL 60197-5229	2 Commercial LCD TVs 4-years Performance	\$ -
Best Buy / HSBC Business Solutions	P.O. Box 5229; Carol Stream, IL 60197-5229	2 Commercial LCD TVs 4-years Performance	\$ -
Best Buy / HSBC Business Solutions	P.O. Box 5229; Carol Stream, IL 60197-5229	2 Commercial LCD TVs 4-years Performance	\$ -
Beverage Management Systems, Inc. (EZBar)	19799 S.W. 95th Avenue, Suite A; Tualatin, OR 97062	8 Liquor Stations Maintenance	\$ 284.54
Brinks Armored Car	File No. 52005; Los Angeles, CA 90074-2005	Cash Delivery Services	\$ 575.93
Brydan Solutions	8550 W. Desert Inn Road, Suite 102-176; Las Vegas, NV 89117-4401	IT/Surveillance Maintenance	\$ -
Canon Financial	P.O. Box 4004; Carol Stream, IL 60197-4004	Leased Copy Equipment #004	\$ 2,457.41
Canon Financial	P.O. Box 4004; Carol Stream, IL 60197-4004	Leased Copy Equipment #005	\$ -
Central Credit, LLC	P.O. Box 95275; Las Vegas, NV 89193-5275	Subscriber Agreement	\$ 1,173.50
Central Credit, LLC	P.O. Box 95275; Las Vegas, NV 89193-5275	Subscriber Agreement	\$ -
Centurylink/Central Telephone/Embarq	900 Springmill Road; Mailstop OHMANJ0101; Mansfield, OH 44906	5 Mb DIA Ethernet Bundle/CPE & Ethernet Services	\$ -
Club Ride EZ Rider / RTC of Southern Nevada	600 S. Grand Central Parkway, Suite 350; Las Vegas, NV 89106	Transit Pass Program Agreement	\$ -
Cummins-Allison Corp.	5720 S. Arville Road, Suite 121; Las Vegas, NV 89118	Maintenance Contract - Jetcount Sorter	\$ -
Cummins-Allison Corp.	5720 S. Arville Road, Suite 121; Las Vegas, NV 89118	Maintenance Contract - MPS	\$ -
Digital Designs, Inc.	P.O. Box 5011; Monroe, NC 28111-5011	Maintenance	\$ -
Dunn Gaming Solutions	435 Manderley Court; Las Vegas, NV 89123	Casino/Resort Sector Analytical Services	\$ -
DuVoice	608 State Street South #100	Annual Software Support / Upgrades for 16 ports	\$ -
EZ Revenue Management Solutions Ltd.(RMS)	2nd Floor New Liverpool House; 15 Eldon Street; London, UK EC2M 7LD	Software & Licensing	\$ -
Federal Heath Sign Company	P.O. Box 678203; Dallas, TX 75267-8203	Signs - Service Agreement	\$ 2,659.99
First Data / Chase / BAMS (CHASE)	1307 Walt Whitman Road; Melville, NY 11747	Credit Card Processing/Clearing	\$ -
Galaxy Gaming, Inc.	6980 O'Bannon Drive; Las Vegas, NV 89117	Table Games Monthly Licensing Fee	\$ 750.00
Gaming Partners International (GPI)	1700 Industrial Road; Las Vegas, NV 89102	Playing Card Contract	\$ -
Global Cash Access	3525 East Post Road, Suite 120; Las Vegas, NV 89120	Redemption Device Service Agreement	\$ -
Gothic Grounds Management	File 1350; 1801 W. Olympic Boulevard; Pasadena, CA 91199-1350	Grounds Maintenance	\$ 5,000.00
Greenspun Media Group	2360 Corporate Circle; Henderson, NV 89074	Vegas2Go Publication - Advertising	\$ -
Greenspun Media Group	2360 Corporate Circle; Henderson, NV 89074	Las Vegas Weekly Publication - Advertising	\$ -
Hasler Financial Services	3229 E. Spring Street, Suite 200; Long Beach, CA 90806	Postage Meter & Scale	\$ -
Health Plan of Nevada	2716 N. Tenaya Way; Las Vegas, NV 89128	Health Insurance	\$ -
ICR, LLC	761 Main Avenue; Norwalk, CT 06851	Consultant - Transaction P.R. Project	\$ -
IGT	9295 Prototype Drive; Reno, NV 89521	Advantage System Quarterly Maintenance	\$ 20,913.67
IGT	9295 Prototype Drive; Reno, NV 89521	Electronic "Load-and-Leave" Software Delivery	\$ -
IGT	9295 Prototype Drive; Reno, NV 89521	2009 Slot Upgrade	\$ -
IGT - International Game Technology	6355 S. Buffalo Drive; Las Vegas, NV 89113 (702) 669-2951	Participation Agreement	\$ 13,484.14
IGT - International Game Technology	6355 S. Buffalo Drive; Las Vegas, NV 89113 (702) 669-2951	Wide Area Progressive Agreement	\$ 53,508.93
Imperial Credit Corporation	101 Hudson Street; Jersey City, NJ 07302	Liability Insurance Financing	\$ -
Infinium	36549 Eagle Way; Chicago, IL 60678-1365	Maintenance	\$ -
Ins. Co. of the West (ICW)	Attn: Premium Accounting; P.O. Box 85563; San Diego, CA 92186-5563	Workers' Comp Program	\$ -
Intelius (Talent)	500 108th Avenue NE, 25th Floor; Bellevue, WA 98004	Background checks	\$ 2,311.25
Internal Revenue Service	110 City Parkway, MS 4412; Las Vegas, NV 89106	Tip Compliance Agreement	\$ -

List of Executory Contracts and Unexpired Leases, Exhibit 1

Contract/Lease Counterparties	ADDRESS	Type	Cure Amount
InterTech	5525 South 39th Street, Phoenix, AZ 85040	IT Solutions and Services Agreement	\$ -
JCM Global	925 Pilot Road; Las Vegas, NV 89119	Extended Warranty on Purchase Agreement	\$ 291.87
Joe Hand Promotions	407 E. Pennsylvania Boulevard; Feasterville, PA 19053	Commercial Exhibition - UFC 133 on 08/06/11	\$ -
KABA ILCO, Inc.	P.O. Box 12553 Succ. Centre ville; Montreal, Quebec, Canada H3C 6R1	Service Maintenance	\$ -
Key Services, Inc.	8670 Monticello Lane; Maple Grove, MN 55369	POS Hardware Support	\$ -
Konami	584 Trade Center Drive; Las Vegas, NV 89119	Equipment and License Order	\$ -
Konami Gaming, Inc.	585 Trade Center Drive; Las Vegas, NV 89119	Participation Agreement	\$ -
Lamar	P.O. Box 96030; Baton Rouge, LA 70896	626 Trop SL 600 W/O Koval WF	\$ 9,427.00
Lamar	P.O. Box 96030; Baton Rouge, LA 70896	i-15 EL 1m N/O Main St. SF	\$ -
Las Vegas Events	770 E. Warm Springs Road, Suite #140; Las Vegas, NV 89119	Wrangler National Finals Rodeo	\$ -
Leroy's Race & Sports Book	675 Grier Drive; Las Vegas, NV 89119-3738	Sports Book Space	\$ -
Letizia Mass Media	5460 Desert Point Drive; Las Vegas, NV 89118	Advertising - WOBLs	\$ -
Lodgenet	P.O. Box 952141; Saint Louis, MO 63195-2141	Hotel PPV, Movies, Internet	\$ 9,326.11
Maestro	8300 Woodbine Avenue, 5th Floor; Markham, Ontario, Canada L3R-9Y7	Analytics Software License Fee	\$ -
Michael P. Cathers (aka Geechy Guy)	13002 W. 116th Terrace; Overland, KS 66210	"Dirty Joke Show" Entertainment Contract	\$ -
Mission Industries (Now Brady Industry)	1 Mayflower Avenue; N. Las Vegas, NV 89030	Linen	\$ 67,400.96
MobileStorm	6565 Sunset Boulevard, Suite 200, Los Angeles, CA 90028	Digital Marketing Services	\$ -
Morris Visitor Publications	699 Broad Street, Suite 500; Augusta, GA 30901	Where Magazine Publication - Advertising	\$ -
Muzak - South Central Sound	6000 S. Eastern Avenue, Bldg 2, Suite C; Las Vegas, NV 89119	Music Service Agreement	\$ -
Northwind Canada, Inc.	60 Renfrew Drive, Suite 235, Markham, ON, Canada L3R 0E1	Software & Licensing	\$ -
NRT Technology	10 Compass Court; Toronto, Ontario, Canada M1S-5R3	Master Support Agreement	\$ -
P.E. Systems, LLC	123 South Wall Street, 2nd Floor, Spokane, WA 99201	Merchant Processing Services	\$ -
Pahor Mechanical Contractors, Inc.	5080 S. Cameron; Las Vegas, NV 89118-1553	Building Maintenance	\$ -
Pro Clean, Inc.	P.O. Box 18250; Phoenix, AZ 85005-8250	Chemical / Service Dish Machines/Glass Washers	\$ 4,324.00
Procyon Industrial Park II	c/o Hudson Enterprises; P.O. Box 2714; Newport Beach, CA 92663	Commercial Real Property Lease	\$ -
Provident Advertising	107 Hampton Road, Suite 120; Clearwater, FL 33759	Brand Imaging and Marketing	\$ 1,038.40
Reign Entertainment Productions	538 Paulson Drive; Las Vegas, NV 89123	"Purple Reign" Entertainment Contract	\$ -
Reliance Dental	P.O. Box 82510; Lincoln, NE 68501	Dental Insurance	\$ -
Source Technologies	2910 Whitehall Park Drive; Charlotte, NC 28273	Maintenance on MICR printer	\$ -
South Central Sound	6000 S. Eastern Avenue, Bldg 2, Suite C; Las Vegas, NV 89119	Music Service Agreement	\$ 57.00
Southern Data Comm, Inc. (Elavon)	SDS-12-2895; P.O. Box 86; Minneapolis, MN 55486-2895	Support Services - Maestro	\$ -
Southwest Airlines	1301 Carolina Street; Greensboro, NC 27401	Spirit Magazine Publication - Advertising	\$ -
SPE, LLC (Screen Play Entertainment)	1630 15th Avenue West, Suite 200; Seattle, WA 98119	Entertainment Services	\$ -
Stabile Productions Inc.	26 Isleworth Drive; Henderson, NV 89052	"Men of X" Entertainment Contract	\$ -
Stabile Productions Inc.	26 Isleworth Drive; Henderson, NV 89052	"Raack n Roll" Entertainment Contract	\$ -
Statewide Fire Protection	3130 Westwood Drive; Las Vegas, NV 89109	Fire Protection	\$ -
Suburban Elevator Company (replaces OTIS)	2960 Westwood Drive, Suite 11; Las Vegas, NV 89109	Elevator Service Agreement	\$ 1,433.47
SYSCO Food Services of Las Vegas	6201 E. Centennial Parkway; Las Vegas, NV 89115	Primary Supplier of Food Service Products	\$ -
Taleo ( Job Flash)	P.O. Box 35660; Newark, NJ 07193-5660	Job Postings	\$ 33,916.15
T-Mobile	P.O. Box 37380; Albuquerque, NM 87176-7380	Cellular Phone Equipment/Service	\$ -
Travelzoo Inc.	590 Madison Avenue; 37th Floor; New York, NY 10022	Advertising Program	\$ -
Trip Advisor LLC	141 Needham Street; Newton, MA 02464	Business Listing	\$ -
Vendor Capital Group	4191 Fayetteville Road, PO Box 27867, Raleigh, NC 27311	Equipment Lease	\$ -
VeriFone Media Solutions	2880-B Meade Avenue, Suite 360, Las Vegas, NV 89102	Advertising Services	\$ -
Wallace Neumann & Verville, LLP CPAs	8930 Spanish Ridge Ave., Las Vegas, NV 89148	401(k) Auditors-to audit Dec 2010 401(k) Plan	\$ -
WMS Gaming	800 S. Northpoint Boulevard; Waukegan, IL 60085 (847) 785-3000	Participation Agreement	\$ 3,391.06
WMS Gaming	800 S. Northpoint Boulevard; Waukegan, IL 60085 (847) 785-3000	Wide Area Progressive Agreement	\$ 9,556.08