

**SECOND AMENDMENT TO CREDIT AGREEMENT**

Dated as of January [ ], 2010

by and among

GREEKTOWN HOLDINGS, L.L.C.

and

GREEKTOWN HOLDINGS II, INC.,  
as the Borrowers,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
(as successor to Merrill Lynch Capital Corporation)  
as the Administrative Agent for the Lenders.

## SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (this "**Amendment**") dated as of January [ ], 2010, by and among GREEKTOWN HOLDINGS, L.L.C, a Michigan limited liability company ("**Greektown Holdings**") and GREEKTOWN HOLDINGS II, INC., a Michigan corporation ("**Greektown Corporation**"; together with Greektown Holdings, the "**Borrowers**" and each, a "**Borrower**") and WELLS FARGO BANK, NATIONAL ASSOCIATION as the administrative agent (as successor to Merrill Lynch Capital Corporation) (in such separate capacity, the "**Administrative Agent**") for the various financial institutions (collectively, the "**Lenders**") as are or may become parties to the Credit Agreement (defined below).

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### WITNESSETH:

WHEREAS, the Borrowers, Keybank National Association, a national banking association, as the issuer of the Existing Letters of Credit (as defined in the Credit Agreement), National City Bank of the Midwest, a national banking association, as the issuer of the Replacement Letters of Credit (as defined in the Credit Agreement), Merrill Lynch, Pierce, Fenner and Smith Incorporated ("**MLPFS**"), as the sole lead arranger, and MLPFS as the sole book runner and as the syndication agent, have heretofore entered into that certain Credit Agreement, dated as of December 2, 2005 (as amended by that certain First Amendment to Credit Agreement dated as of April 13, 2007 and as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"); and

WHEREAS, in connection with the assumption of the role of Administrative Agent by Wells Fargo Bank, National Association, Wells Fargo Bank, National Association has requested that the amendments set forth in this Amendment be made to the Credit Agreement; and

WHEREAS, the Administrative Agent has been directed by the Required Lenders to enter into this Amendment with the Borrowers.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

SECTION 1.1 Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement, as amended by this Amendment, and the rules of construction set forth in Article I of the Credit Agreement shall apply to this Amendment.

### ARTICLE II

## AMENDMENTS

SECTION 2.1. Amendments. The following amendments shall be made to the Credit Agreement as of the Amendment Effective Date (as defined in Section 3.1 of this Amendment):

SECTION 2.1.1 Section 9.4 of the Credit Agreement shall be amended and restated in its entirety as set forth below:

### SECTION 9.4 Successors.

(a) Resignation. The Administrative Agent may resign as such at any time upon at least thirty (30) days' prior written notice to the Borrowers and the Lenders and such resignation shall become effective on the thirtieth (30<sup>th</sup>) day after the date of such notice (such date, the "**Resignation Effective Date**") without further action by the Administrative Agent, the Borrowers, the other Credit Parties, the Lenders or otherwise and without the appointment of a successor administrative agent thereto. On the Resignation Effective Date, the resigning Administrative Agent shall be discharged from all of its duties and obligations under the Loan Documents; provided, that (a) the provisions of this Article IX shall inure to the benefit of the resigning Administrative Agent as to any actions taken or omitted to be taken by such resigning Administrative Agent while it was the Administrative Agent under this Agreement, as applicable and (b) Section 10.3 and Section 10.4 shall continue to inure to the benefit of such resigning Administrative Agent. All collateral security held by the resigning Administrative Agent on behalf of the Lenders on the Resignation Effective Date shall be assigned or otherwise transferred no later than the Resignation Effective Date to a Person who shall be designated by the Required Lenders for such purpose prior to the Resignation Effective Date (such Person, the "**Administrative Agent Designee**"). From and after the Resignation Effective Date, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, unless otherwise agreed by the Required Lenders.

(b) Appointment of Successor Agent. If the Administrative Agent at any time shall resign in accordance with clause (a) above, the Required Lenders shall, after consultation with Greentown Holdings (but only if no Default then exists hereunder) and subject to any required approval of the MGCB and the terms and conditions of the Development Agreement, appoint another Lender as a successor to the Administrative Agent which shall thereupon become the Administrative Agent hereunder. If the acceptance of any such appointment by a successor Administrative Agent hereunder occurs on or prior to the Resignation Effective Date, such successor Administrative Agent shall be entitled to receive from the resigning Administrative Agent such documents of transfer and assignment as such successor Administrative Agent may reasonably request. If the acceptance of any such appointment by a successor Administrative Agent occurs after the Resignation Effective Date, such successor Administrative Agent

shall be entitled to receive such documents of transfer and assignment as it may reasonably requested from the Administrative Agent Designee.

SECTION 2.1.2 Section 10.11.1 of the Credit Agreement is hereby amended by:

(a) deleting the following sentences set forth therein: "Accrued interest on that part of each predecessor Note evidenced by a new Note, and accrued fees, shall be paid as provided in the Lender Assignment Agreement. Accrued interest on that part of each predecessor Note evidenced by a replacement Note shall be paid to the assignor Lender. Accrued interest and accrued fees shall be paid at the same time or times provided in the predecessor Note and in this Agreement."; and

(b) replacing such sentences with the following sentence: "Accrued interest and accrued fees shall be paid in the manner set forth in the Lender Assignment Agreement."

SECTION 2.1.3 Exhibit C (Form of Lender Assignment Agreement).

(a) Exhibit C of the Credit Agreement is hereby amended by (a) replacing all references to "Merrill Lynch Capital Corporation" with references to "Wells Fargo Bank, National Association" and (b) replacing Section 1(e)(iii) in its entirety with the following:

"(iii) from and after the Settlement Date, the Administrative Agent shall make all payments under the Credit Agreement in respect of the Assigned Share (including all payments of principal and accrued but unpaid interest, and commitment fees with respect thereto) to the Assignee; *provided, however*, that Assignor and Assignee shall make payments directly to each other to the extent necessary to effect any appropriate adjustments in any amounts distributed to Assignee by the Administrative Agent under the Loan Documents in respect of the Assigned Share."

(b) Exhibit C (as amended by this Amendment) is attached as Exhibit A to this Amendment.

### ARTICLE III

#### CONDITIONS PRECEDENT TO EFFECTIVE DATE

SECTION 3.1 Conditions to Effectiveness. This Amendment shall be and become effective as of the date (the "**Amendment Effective Date**") on which each of the following conditions precedent shall have been satisfied or waived in writing by the Administrative Agent after direction from the Required Lenders.

SECTION 3.1.1 Execution of Amendment. The Administrative Agent shall have received counterparts of this Amendment duly executed by (a) an Authorized Representative of each Borrower, (b) the Administrative Agent and (c) each of the Required Lenders.

SECTION 3.1.2 Consents. The Administrative Agent shall have received the consent or approval of this Amendment from the MGCB.

SECTION 3.1.3 Authority of the Borrowers. Each Borrower shall deliver to the Administrative Agent (x) a certified copy of any amendments to the Organizational Documents of each Borrower since December 2, 2005, certified by an Authorized Representative of each such Borrower and (y) a copy of one or more resolutions or other authorizations of the Board of Managers of each Borrower certified by the Authorized Representative of such applicable Board of Managers as being in full force and effect on the date of this Amendment authorizing this Amendment and the execution, delivery and performance of this Amendment by such Borrower.

SECTION 3.1.4 No Restrictions. No order, judgment or decree of any Governmental Instrumentality shall purport to enjoin or restrain any Borrower, the Lenders or any of the Agents from entering into this Amendment.

SECTION 3.1.5 Fees. The Borrowers shall have paid all fees, expenses and other charges due and payable by it under the Credit Agreement (as amended hereby) in connection with this Amendment, including all fees, costs and expenses due and payable pursuant to Section 10.3 of the Credit Agreement, if then invoiced, including, without limitation, all reasonable fees and costs and expenses of Winston & Strawn LLP and other professionals employed by the Administrative Agent and all other reasonable expenses of the Administrative Agent in connection with the negotiation, execution and delivery of this Amendment.

SECTION 3.1.6 Court Approval. The Amendment shall have been approved by the United States Bankruptcy Court for the Eastern District of Michigan in connection with the Borrowers' pending Case No. 08-53104 under Chapter 11 of the Bankruptcy Code.

#### ARTICLE IV

#### REPRESENTATIONS AND WARRANTIES

In order to induce the Lenders to direct the Administrative Agent to enter into this Amendment, each Borrower hereby represents, and warrants unto the Lenders and the Agents as set forth in this Article IV.

SECTION 4.1 Organization, etc. Each Borrower is validly organized and existing and in good standing under the laws of the state or jurisdiction of its organization, is duly qualified to do business and is in good standing in each jurisdiction where the nature of its business requires such qualification and where failure to do so would have a Material Adverse Effect, and has full power and authority and holds all requisite governmental licenses, permits and other approvals to enter into and perform its Obligations under this Amendment and each of the other Operative Documents to which it is a party and to own, hold and, if applicable, lease its property and to conduct its business substantially as currently conducted by it the absence of which would have a Material Adverse Effect.

SECTION 4.2 Due Authorization, Non-Contravention, etc. The execution, delivery and performance by each Borrower of this Amendment are within such Borrower's powers, have been duly authorized by all necessary action, and do not

- (a) contravene such Borrower's Organizational Documents;

- (b) contravene any contractual restriction binding on or affecting such Borrower;
- (c) contravene any court decree or order or Legal Requirement binding on or affecting such Borrower; or
- (d) result in, or require the creation or imposition of, any Lien on any of such Borrower's properties except as expressly contemplated by the Operative Documents.

SECTION 4.3 Validity, etc. This Amendment constitutes the legal, valid and binding obligation of each Borrower upon the due execution and delivery hereof by it, enforceable against it in accordance with its terms (except, in any case above, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by principles of equity).

SECTION 4.4 Government Regulation. Provided that each of the Lenders has been approved by the Michigan State Gaming Control Board, the entering into of this Amendment by each Borrower complies with all applicable provisions of the Michigan Gaming Laws.

SECTION 4.5 Offsets and Defenses. No Borrower has any offsets or defenses to its obligations under the Loan Documents or the documents evidencing and securing the Obligations and no claims or counterclaims against any of the Agents or the Lenders.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

SECTION 5.1 References to the Credit Agreement. All references to the Credit Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Credit Agreement as amended hereby.

SECTION 5.2 Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amendment or any other Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 5.3 Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

SECTION 5.4 Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be an original and all of which shall constitute together but one and the same agreement.

SECTION 5.5 Governing Law. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

SECTION 5.6 Operative Document. This Amendment is an Operative Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 5.7 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Borrowers, the Lenders and the Agents and their respective successors and assigns.

SECTION 5.8 Execution by Authorized Representative. Any signature by any Authorized Representative on this Amendment and any other instrument and certificate executed or to be executed pursuant to or in connection with this Amendment is provided only in such Authorized Representative's capacity as an officer or member of the Person in question, and not in any way in such Authorized Representative's personal capacity.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

BORROWERS:

GREEKTOWN HOLDINGS, L.L.C., a Michigan limited liability company

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

Name: Cliff Vallier  
Title: Chief Financial Officer

GREEKTOWN HOLDINGS II, INC., a Michigan corporation

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

Name: Cliff Vallier  
Title: Chief Financial Officer

[Signature Pages Continue]



ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

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

[Signature Pages Continue]

[\_\_\_\_\_], as Lender

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

Name:

Title:

LENDER ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into by and between the parties designated as Assignor (“**Assignor**”) and Assignee (“**Assignee**”) above the signatures of such parties on the Schedule of Terms attached hereto and hereby made an integral part hereof (the “**Schedule of Terms**”) and relates to that certain Credit Agreement described in the Schedule of Terms (said Credit Agreement, as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”, the terms defined therein and not otherwise defined herein, whether in singular or plural form, being used herein as therein defined).

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Assignment and Assumption.

a. Effective upon the Settlement Date specified in Item 4 of the Schedule of Terms (the “**Settlement Date**”), Assignor hereby sells and assigns to Assignee, without recourse, representation or warranty (except as expressly set forth herein), and Assignee hereby purchases and assumes from Assignor, that percentage interest in all of Assignor’s rights and obligations as a Lender arising under the Credit Agreement and the other Loan Documents with respect to Assignor’s Commitments and outstanding Loans, if any, which represents, as of the Settlement Date, the percentage interest specified in Item 3 of the Schedule of Terms of all rights and obligations of Lenders arising under the Credit Agreement and the other Loan Documents with respect to the Commitments and any outstanding Loans (the “**Assigned Share**”). Without limiting the generality of the foregoing, the parties hereto hereby expressly acknowledge and agree that any assignment of all or any portion of Assignor’s rights and obligations relating to Assignor’s Revolving Loan Commitment shall include (i) in the event Assignor is an Issuer with respect to any outstanding Letter of Credit (any such Letters of Credit being “**Assignor Letters of Credit**”), the sale to Assignee of a participation in the Assignor Letters of Credit and any drawings thereunder as contemplated by Section 10.11 of the Credit Agreement and (ii) the sale to Assignee of a ratable portion of any participations previously purchased by Assignor pursuant to said Section 10.11 with respect to any Letters of Credit other than the Assignor Letters of Credit.

b. In consideration of the assignment described above, Assignee hereby agrees to pay to Assignor, on the Settlement Date, the principal amount of any outstanding Loans included within the Assigned Share, such payment to be made by wire transfer of immediately available funds in accordance with the applicable payment instructions set forth in Item 5 of the Schedule of Terms.

c. Assignor hereby represents and warrants that Item 3 of the Schedule of Terms correctly sets forth the amount of the Commitments, the outstanding Loans and the Pro Rata Share corresponding to the Assigned Share.

d. Assignor and Assignee hereby agree that, after giving effect to the assignment and assumption described above, (i) Assignee shall be a party to the Credit Agreement and shall have all of the rights and obligations under the Loan Documents, and shall be deemed to have made all of the covenants and agreements contained in the Loan Documents, arising out of or otherwise related to the Assigned Share from and after the Settlement Date, and (ii) Assignor shall be absolutely released from any of such obligations, covenants and agreements assumed or made by Assignee in respect of the Assigned Share first arising after the Settlement Date. Assignee hereby acknowledges and agrees that the agreement set forth in this clause d is expressly made for the benefit of the Borrowers, the Administrative Agent, Assignor and the other Lenders and their respective successors and permitted assigns.

e. Assignor and Assignee hereby acknowledge and confirm their understanding and intent that (i) this Agreement shall effect the assignment by Assignor and the assumption by Assignee of Assignor's rights and obligations with respect to the Assigned Share from and after the Settlement Date, (ii) any other assignments by Assignor of a portion of its rights and obligations with respect to the Commitments and any outstanding Loans shall have no effect on the Commitments, the outstanding Loans and the Pro Rata Share corresponding to the Assigned Share as set forth in Item 3 of the Schedule of Terms, and (iii) from and after the Settlement Date, the Administrative Agent shall make all payments under the Credit Agreement in respect of the Assigned Share (including all payments of principal and accrued but unpaid interest, and commitment fees with respect thereto) to the Assignee; *provided, however*, that Assignor and Assignee shall make payments directly to each other to the extent necessary to effect any appropriate adjustments in any amounts distributed to Assignee by the Administrative Agent under the Loan Documents in respect of the Assigned Share.

## SECTION 2. Certain Representations, Warranties and Agreements.

a. Assignor represents and warrants that immediately prior to this Assignment it is the legal and beneficial owner of the Assigned Share, free and clear of any adverse claim.

b. Assignor shall not be responsible to Assignee for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of any of the Loan Documents or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents finished or made by Assignor to Assignee or by or on behalf of the Borrowers to Assignor or Assignee in connection with the Loan Documents and the transactions contemplated thereby or for the financial condition or business affairs of the Borrowers or any other Person liable for the payment of any Obligations, nor shall Assignor be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Event of Default or potential Event of Default.

c. Assignee represents and warrants that it has experience and expertise in the making of loans such as the Loans; that it has acquired the Assigned Share for its own account in the ordinary course of its business and without a view to distribution of the Loans within the meaning of the Securities Exchange Act of 1934 or other federal securities laws (it being understood that, subject to the provisions of Section 10.11 of the Credit Agreement, the disposition of the Assigned Share or any interests therein shall at all times remain within its exclusive control); that it has

received, reviewed and approved a copy of the Credit Agreement (including all Exhibits and Schedules thereto); and that it shall not assign the Assigned Share to any Person, if, after giving effect to such assignment, such Person would own in the aggregate greater than ten percent (10%) of the Commitments and outstanding Loans.

d. Assignee represents and warrants that it has received from Assignor such financial information regarding the Borrowers as is available to Assignor and as Assignee has requested, that it has made its own independent investigation of the financial condition and affairs of the Borrowers in connection with the assignment evidenced by this Agreement, and that it has made and shall continue to make its own appraisal of the creditworthiness of the Borrowers. Assignor shall have no duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Assignee or to provide Assignee with any other credit or other information with respect thereto, whether coming into its possession before the making of the initial Loans or at any time or times thereafter, and Assignor shall not have any responsibility with respect to the accuracy of or the completeness of any information provided to Assignee.

e. Each party to this Agreement represents and warrants to the other party hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

### SECTION 3. Miscellaneous.

a. Each of Assignor and Assignee hereby agrees from time to time, upon request of the other such party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

b. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

c. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by facsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of facsimile, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the notice address of each of Assignor and Assignee shall be as set forth on the Schedule of Terms or, as to either such party, such other address as shall be designated by such party in a written notice delivered to the other such party in accordance with clause a of Section 1 herein. In addition, the notice address of Assignee set forth on the Schedule of Terms shall serve as the initial notice address of Assignee for purposes of Section 10.2 of the Credit Agreement.

CHL:30645.4

d. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

e. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

f. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

g. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

h. This Agreement shall become effective upon the date (the “**Effective Date**”) upon which all of the following conditions are satisfied: (i) the execution of a counterpart hereof by each of Assignor and Assignee, (ii) notice of this Agreement, together with (A) payment instructions, (B) the Internal Revenue Service Forms or other statements contemplated or required to be delivered pursuant to Section 4.6 of the Credit Agreement and (C) addresses and related information with respect to such Assignee, shall have been delivered to the Borrowers and the Administrative Agent by such Assignor and such Assignee, (iii) the receipt by the Administrative Agent of the processing and recordation fees referred to in Section 10.11.1 of the Credit Agreement, (iv) in the event Assignee is a Non-US Lender, the delivery by Assignee to the Administrative Agent of such forms, certificates or other evidence with respect to United States federal income tax withholding matters as Assignee maybe required to deliver to the Administrative Agent pursuant to said Section 4.6 of the Credit Agreement, (v) the execution of a counterpart hereof by the Administrative Agent as evidence of its acceptance hereof in accordance with Section 10.11.1 of the Credit Agreement, and (vi) the receipt by the Administrative Agent of originals or facsimiles of the counterparts described above and authorization of delivery thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the Effective Date in the applicable spaces provided on the Schedule of Terms.

**SCHEDULE OF TERMS**

**Item #**

1. Borrowers: Greektown Holdings, L.L.C. and Greektown Holdings 11, Inc.
  
2. Name and Date of Credit Agreement: Credit Agreement, dated as of December 2, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Credit Agreement**"), among Greektown Holdings, L.L.C., a Michigan limited liability company ("**Greektown Holdings**"), Greektown Holdings II, Inc., a Michigan corporation ("**Greektown Corporation**"; together with Greektown Holdings, the "**Borrowers**" and each, a "**Borrower**"), the various financial institutions (including the Payee) as are or may from time to time become parties thereto (each, a "**Lender**"; and collectively, the "**Lenders**"), Wells Fargo Bank, National Association, as the Administrative Agent, Merrill Lynch, Pierce, Fenner and Smith Incorporated, as Sole Lead Arranger, Sole Book Runner and Syndication Agent, and Wachovia Securities, National City Bank of the Midwest, Wells Fargo Bank, National Association, and Fifth Third Bank, collectively, as Co-Documentation Agents.

3. Amounts:

	<u>Term B Loans</u>	<u>Revolving Loans (including Letters of Credit)</u>	<u>Incremental Loans</u>
a. Aggregate Commitments of all Lenders:	\$ _____	\$ _____	\$ _____
b. Aggregate Loans of all Lenders:	\$ _____	\$ _____	\$ _____
c. Amount of Assigned Share of Commitments:	\$ _____	\$ _____	\$ _____
d. Assigned Share/Pro Rata Share of Commitments:	_____ %	_____ %	_____ %
e. Amount of Assigned Share of Loans:	\$ _____	\$ _____	\$ _____
f. Assigned Share/Pro Rata Share of Loans:	_____ %	_____ %	_____ %

4. Settlement Date: \_\_\_\_\_, [200\_\_]

5. Payment Instructions:

ASSIGNOR:

ASSIGNEE:

Attention:  
Reference:

Attention:  
Reference:



6. Notice Addresses:

ASSIGNOR:

ASSIGNEE:

7. Signature:

[NAME OF ASSIGNOR],  
as Assignor

[NAME OF ASSIGNEE]  
as Assignee

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

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

Accepted in accordance with Section 10.11.1 of the  
Credit Agreement

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

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