



Honorable Laurel E. Davis  
United States Bankruptcy Judge

Entered on Docket  
December 05, 2016

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**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re

NEVADA GAMING PARTNERS,  
LLC, a Nevada limited liability  
company,

Debtor.

Case No. BK-S-16-15521-led

Chapter 11

**INTERIM ORDER PURSUANT TO 11  
U.S.C. §§ 105, 364, FED R. BANKR. P.  
RULE 4001(C) AND L.R. 4001(B) AND  
(C): (I) AUTHORIZING THE DEBTOR  
TO OBTAIN POST-PETITION  
FINANCING; (II) GRANTING  
RELATED RELIEF, AND (III)  
SCHEDULING FINAL HEARING**

Hearing Date: November 29, 2016  
Hearing Time: 9:30 a.m.

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1 The motion of the debtor and debtor-in-possession (the “Debtor” or “Borrower”) in the above-  
2 captioned chapter 11 case (the “Chapter 11 Case”), dated November 18, 2018 [Docket No. 165] (the  
3 “Motion”), requesting the entry of an interim order (“Interim DIP Order”) and a final order (“Final  
4 DIP Order”) pursuant to sections 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), and 364(e)  
5 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (the “Bankruptcy Code”), and Rules  
6 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), seeks,  
7 among other things<sup>1</sup>:

8 (a) authorization for the Debtor to obtain secured post-petition financing in an aggregate  
9 principal amount of up to \$374,000 (the “Post-Petition Financing”), pursuant to section 364 of the  
10 Bankruptcy Code, from NGP STEPHANIE PROPERTY, LLC (“Lender”), pursuant to the terms of  
11 this Interim DIP Order and that certain Debtor in Possession Revolving Credit Agreement by and  
12 among the Borrower, and the Lender, in substantially the form attached to the Motion as Exhibit A  
13 (as the same may be amended, restated, supplemented or otherwise modified from time to time,  
14 collectively, the “Credit Agreement”), and any related documents required to be delivered by or in  
15 connection with the Credit Agreement (together with the Credit Agreement, collectively, the “Loan  
16 Documents”);

17 (b) authorization for the Borrower to execute and enter into the Loan Documents and to  
18 perform such other and further acts as may be required in connection with the Loan Documents;

19 (c) the grant of security interests, liens, and superpriority claims (including a superpriority  
20 administrative claim pursuant to section 364(c)(1) of the Bankruptcy Code, liens pursuant to sections  
21 364(c)(2) and 364(c)(3) of the Bankruptcy Code) to the Lender to secure all obligations of the  
22 Borrower under and with respect to the Post-Petition Financing;

23 (d) the modification of the automatic stay imposed under section 362 of the Bankruptcy Code  
24 to the extent necessary to permit the Borrower and the Lender to implement the terms of this Final  
25 DIP Order.

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27 <sup>1</sup> Capitalized terms used, but not defined herein, shall have the meanings ascribed to such  
28 terms in the Credit Agreement and capitalized terms used but not immediately defined in Order shall  
have the meanings ascribed to them later in this Order

1 A hearing on the Motion was held by this Court on November 29, 2016 (“Interim Hearing”).  
2 The Court read and considered the Motion, and all pleadings related thereto including all objections  
3 to the Motion, as well as the record made by the Debtor and other parties at the Interim Hearing, and  
4 after due deliberation and consideration, and good and sufficient cause appearing therefor:

5 **THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:**

6 **I. Background, Jurisdiction and Notice.**

7 A. On October 12, 2016 (the “Petition Date”), Debtor commenced its bankruptcy case by  
8 filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor is  
9 continuing to operate its business and manage its property as debtor-in-possession pursuant to  
10 sections 1107(a) and 1108 of the Bankruptcy Code. No statutory committee of unsecured creditors  
11 (“Committee”), trustee, or examiner has been appointed in this case.

12 B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334.  
13 This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court  
14 pursuant to 28 U.S.C. §§ 1408 and 1409.

15 C. The Debtors have complied with Bankruptcy Rule 4001(c) and (d), LR 4001(b) and LR  
16 9006 to hold the Interim Hearing on less than twenty-one (21) days’ notice by serving the Motion and  
17 providing notice of the Interim Hearing by facsimile or overnight mail to: (a) Bob L. Olson of the  
18 law firm of Snell & Wilmer, counsel for the Pre-Petition Lender, (b) the Office of the United States  
19 Trustee for the District of Nevada, Attn: Athanasios Agelakopoulos; (c) counsel for any Committee,  
20 and if no such committee was appointed, then to the parties listed on the List of Creditors Holding  
21 the 20 Largest Unsecured Claims; (d) all other secured creditors, and (e) all other parties requesting  
22 notice pursuant to Bankruptcy Rule 2002. Given the nature of the relief sought in the Motion, the  
23 Court concludes that the foregoing notice was sufficient and adequate under the circumstances and  
24 complies with Bankruptcy Rule 4001 in all respects.

25 **II. Findings Regarding the Post-Petition Financing Based on the Record at the Final Hearing.**

26 D. The Debtor has an immediate and critical need to obtain the Post-Petition Financing.  
27 Debtor’s ability to obtain the Post-Petition Financing is critical to Debtor’s ability to continue as a  
28 going concern during the course of this Chapter 11 Case. The proceeds of the Post-Petition Financing

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1 will be used to fund (i) payments to critical vendors, (ii) payments described in this Court's *Order*:  
2 *(I) Approving Rejection of Certain Slot Route Agreements Pursuant to 11 U.S.C. § 365(a); and (II)*  
3 *Extending Time for Performance Under Certain Slot Route Agreements Pursuant to 11 U.S.C. §*  
4 *365(d)(3)*, (iii) costs of administering Debtor's estate, including without limitation, fees assessed by  
5 the Office of the United States Trustee (the "US Trustee Fees") and the fees of the Clerk of Court  
6 ("Court Fees") and allowed fees and expenses of professionals of the estate, as approved by the  
7 Bankruptcy Court ("Professional Fees"), (iv) costs and expenses for anticipated section 363 sale of  
8 some or all of Debtor's businesses, and (v) other operating expenses, to the extent that Debtor's use  
9 of cash collateral is not adequate to fund payment for any or all of same. The Borrower's access to  
10 sufficient liquidity through the incurrence of the Post-Petition Financing under the terms of this  
11 Interim DIP Order are vital to the preservation and maintenance of the going concern value of the  
12 Borrower's estate and to the Borrower's successful reorganization. Consequently, without access to  
13 the Post-Petition Financing, to the extent authorized pursuant to this Interim DIP Order, the Borrower  
14 and its estate would suffer immediate and irreparable harm.

15 E. The use of Cash Collateral alone may not be insufficient to meet the Borrower's post-  
16 petition liquidity needs. The Borrower is unable to obtain adequate unsecured credit allowable under  
17 sections 364(b) and 503(b)(1) of the Bankruptcy Code. The only sufficient source of credit available  
18 to the Borrower is the Post-Petition Financing. The Borrower requires the Post-Petition Financing,  
19 in addition to the use of cash collateral under the terms of orders entered by this Court authorizing  
20 the Debtor's use of the cash collateral of Pre-Petition Lender holding Liens on Debtor's assets ("Cash  
21 Collateral Orders"), to satisfy its post-petition liquidity needs.

22 F. The Lender has indicated a willingness to provide the Borrower with certain financing, but  
23 solely on the terms and conditions set forth in this Interim DIP Order and in the Loan Documents.  
24 After considering all of its alternatives, the Borrower has concluded, in an exercise of its sound  
25 business judgment, that the financing to be provided by the Lender pursuant to the terms of this  
26 Interim DIP Order and the Loan Documents represents the best financing presently available to the  
27 Borrower.

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1 G. The Lender has disclosed that it is related to the Debtor by common ownership, is the  
2 landlord of the Debtor for premises at 5520 Stephanie St, Las Vegas, NV and may have prepetition  
3 claims against the Debtor.

4 J. The security interests and liens granted pursuant to this Interim DIP Order to the Lender,  
5 are appropriate under section 364(c)(2) and (c)(3) of the Bankruptcy Code because, among other  
6 things, such security interests and liens do not impair the interests of any holder of a valid, binding,  
7 continuing, enforceable and fully-perfected prepetition security interest or lien in the property of the  
8 Borrower and its Estate.

9 K. Good cause has been shown for immediate entry of this Interim DIP Order pursuant to  
10 Bankruptcy Rules 4001 (c)(2), and, to the extent it applies, Bankruptcy Rule 6003, as the Court finds  
11 that entry of this Interim DIP Order is necessary to avoid immediate and irreparable harm to the  
12 Borrower and its Estate. To the extent the Borrower has not complied with Rule 4001(c)(2), the Court  
13 finds good cause to waive that requirement. In particular, the authorization granted herein for the  
14 Borrower to execute the Loan Documents, to obtain financing on an interim basis, is necessary to  
15 avoid immediate and irreparable harm to the Borrower and its Estate. Entry of this Interim DIP Order  
16 is in the best interest of the Borrower, its Estate and creditors. The terms of the Loan Documents are  
17 fair and reasonable under the circumstances, reflect the Borrower's exercise of prudent business  
18 judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and  
19 fair consideration.

20 L. Although the Borrower and Lender are related to each other (each having common owner)  
21 and Lender is also the landlord of the Debtor, the terms and conditions of the Loan Documents and  
22 this Interim DIP Order, which are reflective of good faith arm's length negotiations between the  
23 Lender and the person which made a loan to Lender in order to provide the Lender with the funds to  
24 provide the Post-Petition Financing to the Debtor, are in good faith, and any credit extended and loans  
25 made to the Borrower pursuant to this Interim DIP Order shall be, and hereby are, deemed to have  
26 been extended, issued or made, as the case may be, in "good faith" within the meaning of section  
27 364(e) of the Bankruptcy Code.

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1 M. Based on the foregoing, and upon the record made before this Court at the Interim Hearing  
2 and good and sufficient cause appearing therefor;

3 **III. Disposition**

4 1. The Motion is approved on an interim basis on the terms and conditions set forth in  
5 this Interim DIP Order. This Interim DIP Order shall become effective immediately upon its entry.  
6 To the extent the terms of the Loan Documents differ in any material respect from the terms of this  
7 Interim DIP Order, this Interim DIP Order shall control.

8 **IV. Authorization of the Post-Petition Financing and Entry Into the Loan Documents**

9 2. The terms and conditions of the Credit Agreement are hereby approved. The Borrower  
10 is hereby authorized to enter into the Credit Agreement and other Loan Documents (as more  
11 particularly set forth and defined in the Credit Agreement). Immediately upon the entry of this  
12 Interim DIP Order, the Borrower is hereby authorized to borrow initial Loans of up to \$100,000 in  
13 accordance with this Interim DIP Order, the Credit Agreement, and the other Loan Documents.

14 3. The Borrower is hereby authorized to incur the Obligations solely in accordance with  
15 the terms and conditions set forth in the Credit Agreement, other Loan Documents and this Interim  
16 DIP Order.

17 **V. Loan Obligations**

18 4. Upon execution and delivery of the Loan Documents, the Loan Documents shall  
19 constitute valid, binding and continuing obligations of the Borrower, enforceable against Borrower  
20 in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the  
21 Loan Documents or this Interim DIP Order shall be stayed, restrained, voided, voidable, or  
22 recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to  
23 any defense, reduction, setoff, recoupment or counterclaim.

24 5. All Loans made to or for the benefit of the Borrower on or after the Petition Date under  
25 the Loan Documents (collectively, the “Loans”), all interest thereon, and all Other Loan Related  
26 Claims owing by the Borrower to the Lender under the Loan Documents and this Interim DIP Order  
27 shall hereinafter be referred to as the “Obligations.” The Loans: (i) shall bear interest payable at the  
28 rates set forth in the Credit Agreement; (ii) shall be secured in the manner specified in Paragraph 7

1 below; (iii) shall be payable in accordance with the terms of the Loan Documents; and (iv) shall  
 2 otherwise be governed by the terms set forth herein and in the Loan Documents.

### 3 **VI. Use of Loan Proceeds**

4 6. The Borrower shall utilize the proceeds of the Revolving Loans to fund (i) payments  
 5 to critical vendors, (ii) operating costs and expenses including the post-petition payments described  
 6 in this Court's Order: (I) *Approving Rejection of Certain Slot Route Agreements Pursuant to 11*  
 7 *U.S.C. § 365(a); and (II) Extending Time for Performance Under Certain Slot Route Agreements*  
 8 *Pursuant to 11 U.S.C. § 365(d)(3)*, (iii) costs of administering Debtor's estate, including without  
 9 limitation, fees assessed by the Office of the United States Trustee (the "US Trustee Fees"), the fees  
 10 of the Clerk of Court ("Court Fees") and allowed fees and expenses of professionals of the estate, as  
 11 approved by the Bankruptcy Court ("Professional Fees"), and (iv) costs and expenses for anticipated  
 12 section 363 sale of some or all of Debtor's businesses, to the extent that Debtor's use of cash collateral  
 13 is not adequate to fund payment for any or all of same Borrower shall not be permitted to use the  
 14 proceeds of the Loans: (i) to finance in any way any action, suit, arbitration, proceeding, application,  
 15 motion or other litigation of any type adverse to the interests of Lender or its rights and remedies  
 16 under this Agreement, the other Loan Documents, or the Interim DIP Order, (ii) to finance the  
 17 payment of, or application for authority to pay, any Prepetition Claim, without the Lender's prior  
 18 written consent (other than with respect to payments to critical vendors as authorized by this Court),  
 19 and (iii) to make any payment in settlement of any Claim, action or proceeding, before any court,  
 20 arbitrator or other governmental body.

### 21 **VII. Grant of Superpriority Claims and Liens.**

22 7. As security for the full and timely payment of the Obligations, the Lender is hereby  
 23 granted:

24 (a) pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed claim in the Chapter  
 25 11 Case of the Borrower having priority over any and all administrative expenses and all other claims  
 26 against the Borrower, now existing or hereafter arising, of any kind whatsoever, including all  
 27 administrative expenses of the kind specified in sections 503(b) or 507(b) of the Bankruptcy Code  
 28 (the "Superpriority Claims") subject only to the Carve-Out and any Superpriority Claims provided to

1 Prepetition Lender under any Cash Collateral Orders; and, that the Superpriority Claims shall be  
2 payable out of all of the tangible and intangible property of the Borrower and its Estate but shall, for  
3 purposes of this Interim DIP Order only, shall not be applicable to proceeds of Avoidance Actions,  
4 with the Lender reserving its rights to seek at the Final Hearing a Final DIP Order which provides  
5 that its Superpriority Claim shall be applicable to proceeds of Avoidance Actions;

6 (b) pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing,  
7 enforceable and fully-perfected first priority security interest in and Lien on all assets and property of  
8 the Borrower and its Estate that is not otherwise subject to a Lien as of the date of entry of this Interim  
9 DIP Order, which shall include all tangible and intangible property of the Borrower, except, for  
10 purposes of this Interim DIP Order only, Avoidance Actions with the Lender reserving its rights to  
11 seek at the Final Hearing a Final DIP Order which provides that the Liens provided to Lender shall  
12 be applicable to proceeds of Avoidance Actions,

13 (c) pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing,  
14 enforceable and fully-perfected security interest in and Lien upon all assets and property of the  
15 Borrower junior to all Liens encumbering such assets and property as of the date of this Final DIP  
16 Order, except, for purposes of this Interim DIP Order only, Avoidance Actions, with the Lender  
17 reserving its rights to seek at the Final Hearing a Final DIP Order which provides that the Liens  
18 provided to Lender shall be applicable to proceeds of Avoidance Actions.

19 8. Hereinafter all assets and property of the Borrower and its Estate upon which the  
20 Lender has been granted Liens pursuant to this Interim DIP Order shall be referred to as the  
21 “Collateral”.

22 9. The liens and security interests granted pursuant to this Interim DIP Order (“Liens”)  
23 shall not be subject to challenge and shall attach and become valid, binding, continuing, enforceable,  
24 fully-perfected and non-avoidable by operation of law as of the Petition Date without any further  
25 action by the Borrower, the Lender, or any other person, and without the necessity of execution by  
26 the Borrower, or the filing or recordation, of any financing statements, security agreements, vehicle  
27 lien applications, mortgages, deeds of trust, assignment of rents, filings with the U.S. Patent and  
28 Trademark Office, or other documents. All Collateral shall be free and clear of other Liens, claims



1 and encumbrances, except for Liens and security interests in existence as of the date of this Interim  
2 DIP Order, any Liens granted to Pre-Petition Lender pursuant to any agreement between Pre-Petition  
3 Lender and Debtor, and any Liens granted to Pre-Petition Lender under any Cash Collateral Orders.  
4 The Borrower, upon the request of the Lender (i) shall enter into separate instruments in recordable  
5 form on terms reasonably satisfactory to the Lender with respect to any Collateral identified by  
6 Lender, (ii) shall authorize the Lender to file and record such financing statements and fixture filings  
7 with respect to any Collateral identified by Lender, and (iii) shall take any such other action as  
8 required by Lender with respect to Collateral identified by Lender in order to perfect the Liens granted  
9 herein. The Lender is authorized to file or record such documents in its discretion, in which event all  
10 such documents shall be deemed to have been filed or recorded at the time and on the date of entry  
11 of this Interim DIP Order.

### 12 **VIII. Carve-Out**

13 10. Upon the occurrence and during the continuation of an Event of Default with respect  
14 to which the Lender provides notice to the Borrower and its counsel of the cessation of funding under  
15 the Loan Documents (the “Carve-Out Trigger Notice”), to the extent unencumbered funds are not  
16 available to pay administrative expenses in full, the Liens and the Superpriority Claims shall be  
17 subject to the payment of the Carve-Out. For purposes of this Order, the “Carve-Out” shall mean an  
18 aggregate sum of not more than the then existing Borrowing Availability which shall be used to pay  
19 (i) all Professional Fees (x) incurred or accrued prior to the Commitment Termination Date and (y)  
20 accrued or incurred after the Commitment Termination Date for the payment of costs of winding up  
21 the Borrower’s Chapter 11 Case, (ii) US Trustee Fees and (iii) Court Fees. All amounts payable as  
22 part of the Carve-Out for Professional Fees shall only be paid to the extent subsequently allowed by  
23 order of this Court. An Event of Default shall not include an order lifting the automatic stay to  
24 proceed with litigation in the S&S Fuels State Court Action.

### 25 **IX. Restrictions on Additional Claims or Liens**

26 11. Except for the Carve-Out and the Liens existing as of the date of this Interim DIP  
27 Order (including, without limitation, the Liens and superpriority claims provided to the Pre-Petition  
28 Lender pursuant to any agreement between Pre-Petition Lender and Debtor and Cash Collateral

1 Orders), no claim having a priority superior to or *pari passu* with those granted pursuant to this  
2 Interim DIP Order shall be allowed, and no Lien having a priority superior to, *pari passu* with, or  
3 junior to those granted pursuant to this Interim DIP Order shall be granted, in the Borrower's Chapter  
4 11 Case while any portion of the Post-Petition Financing (or any refinancing thereof), or the  
5 Obligations remain outstanding. Except as expressly permitted by the Credit Agreement, other Loan  
6 Documents and this Interim DIP Order, the Borrower shall not grant mortgages, deeds of trust,  
7 security interests, or liens in the Collateral to any parties pursuant to section 364(d) of the Bankruptcy  
8 Code or otherwise.

### 9 **X. 11 U.S.C. § 364(e) Protections**

10 12. If any or all of the provisions of this Interim DIP Order are hereafter reversed,  
11 modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (i) the  
12 validity of any Obligations incurred pursuant this Interim DIP Order or the Loan Documents, or (ii)  
13 the validity or enforceability of any claim, lien, security interest or priority authorized or created  
14 hereby or pursuant to the Loan Documents with respect to any Obligations. Notwithstanding any such  
15 reversal, modification, vacation or stay, any incurrence of Obligations by the Borrower shall be  
16 governed in all respects by the provisions of this Interim DIP Order and the Loan Documents, and  
17 the Lender shall be entitled to all of the rights, remedies, protections and benefits granted under  
18 section 364(e) of the Bankruptcy Code, this Interim DIP Order, and the Loan Documents with respect  
19 to all incurrences of the Obligations by the Borrower.

### 20 **XI. Vacation of the Automatic Stay**

21 13. Notwithstanding section 362 of the Bankruptcy Code, after the filing of a Notice of  
22 Default with the Court, the automatic stay is hereby vacated and modified to the extent necessary to  
23 permit the Lender to exercise, upon the occurrence and during the continuation of any Event of  
24 Default, upon ten (10) Business Days' written notice to Borrower's counsel, the Prepetition Lender,  
25 counsel for any Committee (or if no Committee is formed to the top 20 unsecured creditors) and the  
26 U.S. Trustee, all rights and remedies provided for in this Interim DIP Order, the Loan Documents or  
27 applicable law, including, without limitation, taking one or more of the following actions, at the same  
28 or different times:

- 1 (a) reduce the amount of any outstanding Revolving Loan Commitment or suspend or
- 2 terminate any outstanding Revolving Loan Commitment;
- 3 (b) charge the Default Interest on the Post-Petition Financing;
- 4 (c) declare all or any portion of the Obligations, including all or any portion of any Loan,
- 5 to be forthwith due and payable, all without presentment, demand, protest or further notice of any
- 6 kind, all of which are expressly waived by Borrower;
- 7 (d) realize on any or all of the Collateral and exercise any and all remedies under the Loan
- 8 Documents, and applicable law, and
- 9 (e) exercise any rights and remedies under the Loan Documents and applicable law,
- 10 including all remedies provided under the Bankruptcy Code, available to the Lender. The rights and
- 11 remedies of the Lender specified in this Interim DIP Order are cumulative and not exclusive of any
- 12 rights or remedies that the Lender may have under the Loan Documents or otherwise.

## 13 XII. Subordination

14 14. The Liens and Superpriority Claims provided to Lender under this Interim DIP Order  
15 are and shall be subject and subordinate in all respects to the Liens, Replacement Liens, and  
16 Superpriority Claims provided to the Pre-Petition Lender under Pre-Petition Lender's loan documents  
17 and Cash Collateral Order, and (ii) upon the occurrence and during the continuance of an Event of  
18 Default the Obligations are and shall be subordinated in right of payment, to the extent and in the  
19 manner provided in the Credit Agreement, to the prior payment of the indebtedness evidenced by the  
20 Pre-Petition Lender's loan documents and Cash Collateral Order.

21 15. Prior to the Termination Date as defined in and under the Cash Collateral Order,  
22 Debtor shall make and Lender shall be entitled to receive and retain for its own account all payments  
23 made under or pursuant to the Credit Agreement, other Loan Documents and this Interim DIP Order.

24 16. If an Event of Default occurs and is continuing, Lender will not commence  
25 proceedings to foreclose or realize upon the Collateral provided to it under the Credit Agreement,  
26 other Loan Documents and Interim DIP Order unless and until all indebtedness owed to the Pre-  
27 Petition Lender under its loan documents and Cash Collateral Order has been fully paid and satisfied.  
28 However, the preceding sentence shall not limit Lender's right to (i) terminate forthwith the

1 Revolving Loan Commitments and immediately cease making any further Loans, (ii) declare the  
2 Loans or any portion thereof then outstanding to be forthwith due and payable, whereupon the  
3 principal of such Loans together with accrued interest thereon and any Other Loan Related Claims  
4 and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall  
5 become forthwith due and payable, without presentment, demand, protest or any other notice of any  
6 kind, all of which are and have been expressly waived by the Borrower pursuant to the Credit  
7 Agreement, anything contained herein or in any of the Loan Documents to the contrary  
8 notwithstanding, and/or (iii) preclude Lender from exercising or enforcing any and all the rights  
9 available to Lender under the Credit Agreement, other Loan Documents, this Interim DIP Order and  
10 applicable law as long as the exercise thereof does not or will not result in the Obligations being paid  
11 to Lender prior to the indebtedness owed to Pre-Petition Lender has been fully paid and satisfied.

12 **XIII. Miscellaneous Provisions**

13 17. The provisions of this Interim DIP Order shall be binding upon and inure to the benefit  
14 of the Lender, the Borrower, and their respective successors and assigns. The provisions of this  
15 Interim DIP Order and any actions taken pursuant thereto (a) shall survive the entry of any order: (i)  
16 confirming any plan of reorganization in the Chapter 11 Case that is not a Lender Approved  
17 Reorganization Plan; (ii) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy  
18 Code; or (iii) dismissing the Chapter 11 Case; and (b) shall continue in full force and effect  
19 notwithstanding the entry of any such order, and the claims, liens, and security interests granted  
20 pursuant to this Interim DIP Order shall maintain their priority as provided by this Interim DIP Order  
21 until all of the Obligations are indefeasibly paid in full and discharged in accordance with the terms  
22 of this Interim DIP Order and the Credit Agreement.

23 18. The Borrower is hereby authorized, without further order of this Court, to enter into  
24 agreements with the Lender providing for (a) non-material modifications to the Credit Agreement and  
25 other Loan Documents, or (b) any other modifications to the Credit Agreement and other Loan  
26 Documents necessary to conform the Credit Agreement and other Loan Documents to this Interim  
27 DIP Order.

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1 19. To the extent applicable, this Interim DIP Order is not subject to the 14-day stay  
2 provision of Rule 4001(a)(3) of the Bankruptcy Rules.

3 20. Konami and the Debtor are parties to various agreements pursuant to which Konami  
4 leases certain gaming machines (the "Konami Equipment") to the Debtor and the Debtor pays Konami  
5 a fee consisting of a portion of the net amount received from the Konami Equipment. The Konami  
6 Equipment is not property of the Debtor or its bankruptcy estate.

7 21. Konami owns or has a license to use the intellectual property associated with the  
8 Konami Equipment and granted the Debtor a site-specific, nonexclusive, non-assignable, non-  
9 sublicensable, non-transferable license to use the intellectual property embodied in or represented by  
10 computer software, firmware, hardware, mechanical components, and technical manuals related to  
11 the Konami Equipment and the design, artwork, names and marks contained in the Konami  
12 Equipment or supplied as spare parts (collectively, the "Konami Intellectual Property"). The Konami  
13 Intellectual Property is not property of the Debtor or its bankruptcy estate.

14 22. Notwithstanding anything to the contrary contained in any Cash Collateral Motion or  
15 Cash Collateral Order (whether an Interim or Final Order), or any DIP Financing Motion or DIP  
16 Financing Order (whether an Interim or Final Order), or any other document whatsoever (irrespective  
17 of whether said document is filed with the Court), the Konami Equipment and the Konami Intellectual  
18 Property are not property of the Debtor or its bankruptcy estate and do not constitute "Collateral" and  
19 the liens and security interests granted by Debtor to any other party shall not and do not constitute  
20 security interests in or liens on any of the Konami Equipment or the Konami Intellectual Property.  
21 Notwithstanding anything to the contrary in any order of this Court, the foregoing is immediately  
22 effective without the need for Konami to take any action or file any challenge to the validity and/or  
23 extent of any lien claim of any other party in or to the Konami Equipment and/or the Konami  
24 Intellectual Property.

25 **XIII. Continuing Effect of the Emergency Cash Collateral Orders**

26 23. This Order shall not alter or amend the terms of the existing Cash Collateral Orders,  
27 as entered by the Court.

28

**XIV. NOTICE OF FINAL ORDER**

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2           24.     Service of Notice. Debtor shall cause a copy of this Interim DIP Order to be served  
3 within three (3) business days of its entry, by electronic mail, U.S. Mail or the Court’s ECF noticing  
4 of the Interim Hearing to: (a) Bob L. Olson of the law firm of Snell & Wilmer, counsel for the Pre-  
5 Petition Lender, (b) the Office of the United States Trustee for the District of Nevada, Attn:  
6 Athanasios Agelakopoulos; (c) counsel for any Committee, and if no such committee was appointed,  
7 then to the parties listed on the List of Creditors Holding the 20 Largest Unsecured Claims; and (d)  
8 all other secured creditors, and all other parties requesting notice pursuant to Bankruptcy Rule 2002  
9 (the “Notice Parties”).

10           25.     Final Hearing. A hearing to consider entry of an order granting the relief set forth in  
11 this Interim DIP Order on a final basis (the “Final DIP Order”) shall be held on December 13, 2016,  
12 at 9:30 a.m. (the “Final Hearing”) in Courtroom 3 in the Foley Federal Building, Third Floor, 300  
13 Las Vegas Boulevard South, Las Vegas, Nevada 89101; with any objections (the “Objections”) to  
14 entry of a Final DIP Order due to be timely filed electronically with the Court and served on the  
15 Notice Parties, Debtor’s counsel: Fox Rothschild, LLP, 1980 Festival Plaza Drive, Suite 700, Las  
16 Vegas, NV 89135, Attn: Brett A. Axelrod, Esq., and the Lender, NG Property, LLC, 5520 Stephanie  
17 St. Las Vegas, NV 89122 (collectively, the “Objection Notice Parties”) (with a courtesy copy  
18 delivered directly to the Chambers of the Honorable Laurel E. Davis) so as to be actually received no  
19 later than 5:00 p.m. on December 6, 2016. Replies to timely-filed Objections, if any, shall be filed  
20 with the Bankruptcy Court electronically and served so that they are received no later than 5:00 p.m.  
21 on December 9, 2016 (with a courtesy copy delivered directly to the Chambers of the Honorable  
22 Laurel E. Davis) by the Objection Notice Parties and the objecting party, so as to be actually received  
23 by such filing deadline. If no timely Objections are filed, this Interim DIP Order (as modified to  
24 provide that the Superpriority Claims and Liens provided to Lender hereunder are applicable to  
25 Avoidance Actions) may be deemed the Final DIP Order upon the expiration of the filing deadline  
26 for such Objections, as set forth above in this paragraph 18 at the Final Hearing.

27 ///

28 ///

1 Dated this 29th day of November, 2016.

2 Prepared and respectfully submitted by:

3 **FOX ROTHSCHILD LLP**

4 By:  /s/Brett A. Axelrod

5 BRETT A. AXELROD, ESQ.  
6 Nevada Bar No. 5859  
7 MICAELA RUSTIA MOORE, ESQ  
8 Nevada Bar No. 9676  
9 1980 Festival Plaza Drive, Suite 700  
10 Las Vegas, Nevada 89135

11 *[Proposed] Counsel for Nevada Gaming Partners, LLC*

12 APPROVED/DISAPPROVED:

13 **SNELL & WILMER**

14 By:  /s/Bob L. Olson

15 Bob L. Olson, Esq.  
16 3883 Howard Hughes Parkway  
17 Las Vegas, NV 89169  
18 *Counsel for Western Alliance Bank/Bank of Nevada*

19 APPROVED/DISAPPROVED:

20 **DORSEY & WHITNEY LLP**

21 By:  /s/Michael F. Thomson

22 Michael F. Thomson, Esq.  
23 136 South Main Street, Suite 1000  
24 Salt Lake City, UT 84101  
25 *Counsel for S&S Fuels Management, LLC*

26 APPROVED/DISAPPROVED:

27 **HOWARD & HOWARD ATTORNEYS PLLC**

28 By:  /s/James A. Kohl

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**CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021**

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- The Court has waived the requirement of approval in LR 9021(b)(1).
- 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, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

Michael F. Thomson,  
COUNSEL FOR S&S FUELS  
MANAGEMENT, LLC

Bob L. Olson, COUNSEL FOR  
WESTERN ALLIANCE BANK/BANK  
OF NEVADA

Approved

Approved

James A. Kohl,  
COUNSEL FOR KONAMI GAMING,  
INC.

Approved

- 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.

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