



<p>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</p>
<p>Caption in Compliance with D.N.J. LBR 9004-2(c) COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A. A Professional Corporation Court Plaza North 25 Main Street P.O. Box 800 Hackensack, NJ 07602-0800 Michael D. Sirota, Esq. Ilana Volkov, Esq. (201) 489-3000 (201) 489-1536 Facsimile Proposed Attorneys for Adamar of New Jersey, Inc. and Manchester Mall, Inc., Debtors</p>
<p>In re:</p> <p>ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.,</p> <p style="text-align: center;">Debtors-in-Possession.</p>

Case No. 09-20711 (JHW)
 Chapter 11
 (Jointly Administered)
 Judge: Judith H. Wizmur
Hearing Date and Time:
 May 27, 2009, at 10:00 a.m.

**FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH
 COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION
 UNDER 11 U.S.C. §§ 361, 362 AND 363**

The relief set forth on the following pages, numbered two (2) through thirty-six (36), is hereby **ORDERED**.

DATED: 5/27/2009



 Judith H. Wizmur, Chief Judge
 United States Bankruptcy Court



(Page 2)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Upon the motion (the “**Motion**”), dated April 29, 2009, of Adamar of New Jersey, Inc. (“**Adamar**”) and Manchester Mall, Inc. (“**Manchester Mall**”); together with Adamar, the “**Debtors**”), each as a debtor and debtor-in-possession, in the above-captioned chapter 11 cases (the “**Cases**”), under sections 361, 362, 363 and 507(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “**Bankruptcy Code**”), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), seeking, among other things:

(1) authorization for the Debtors to use the Cash Collateral (as defined below) and any other Prepetition Collateral (as defined below) in which the Prepetition Lenders (as defined below) have an interest;

(2) the granting of adequate protection to the lenders (collectively, the “**Prepetition Lenders**”) under the Credit Agreement, dated as of January 3, 2007 (as amended, supplemented or otherwise modified, the “**Prepetition Credit Agreement**”), among Tropicana Entertainment LLC (formerly known as Wimar OpCo LLC, “**Tropicana**”), Wimar OpCo Intermediate Holdings LLC, CP Laughlin Realty, LLC, Columbia Properties Vicksburg, LLC, JMBS Casino LLC, the lenders listed therein, the letter of credit issuing bank(s) named therein, and Credit Suisse, as administrative agent for the Prepetition Lenders (in such capacity, the “**Prepetition Agent**”), and the Guarantee and Collateral Agreement, dated as of January 3, 2007, between Tropicana, Wimar OpCo Intermediate Holdings LLC, CP Laughlin Realty, LLC, Columbia Properties Vicksburg, LLC, JMBS Casino LLC, the subsidiaries of Tropicana from

(Page 3)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

time to time party thereto (including the Debtors) and Credit Suisse, as Collateral Agent (as amended, supplemented or otherwise modified, the “**Guarantee and Collateral Agreement**”; together with the Prepetition Credit Agreement, the mortgages and all other collateral and ancillary documentation executed in connection therewith (including, any Hedging Agreements (as defined in the Prepetition Credit Agreement), and the Forbearance Agreement, Consent and Waiver, dated as of December 12, 2007 (the “**Forbearance Agreement**”), among Tropicana, the Prepetition Agent and the Prepetition Lenders signatory thereto), the “**Prepetition Agreements**”) to the extent of any diminution in the value of the Prepetition Lenders’ interests in the Prepetition Collateral, whether from the use of the Cash Collateral, the use, sale, lease, depreciation or other decline in value of the Prepetition Collateral, or as a result of the imposition of the automatic stay under section 362(a) of the Bankruptcy Code;

(3) approval of certain stipulations by the Debtors with respect to the Prepetition Agreements and the claims, liens and security interests arising therefrom;

(4) subject to entry of the Final Order (as defined below), the limitation of the Debtors’ right to surcharge against collateral under section 506(c) of the Bankruptcy Code; and

(5) under Bankruptcy Rule 4001, an interim hearing (the “**Interim Hearing**”) on the Motion to consider the entry of this order (the “**Interim Order**”) authorizing the Debtors to use the Prepetition Lenders’ Cash Collateral and granting the protection described herein; and

(Page 4)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

(6) a final hearing (the “**Final Hearing**”) on the Motion to be held within 30 days after entry of the Interim Order for entry of this Final Order authorizing (i) the Debtors’ use of the Cash Collateral and (ii) the granting on a final basis of the adequate protection described herein.

The Debtors having served notice that is appropriate under the circumstances, as required under sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rule 4001(b), of the Motion, the relief requested therein on an interim basis and the Interim Hearing on, among others, their combined thirty largest unsecured creditors, the Prepetition Agent, the Prepetition Lenders, the Office of the United States Trustee for the District of New Jersey (the “**United States Trustee**”) and all other parties in interest identified on the affidavit of service filed with the Court (the “**Affidavit of Service**”);

the Interim Hearing having been held by this Court on May 1, 2009;

upon the record made by the Debtors at the Interim Hearing, the record in these Cases and the Affidavit of Mark Giannantonio in support of First Day Motions (the “**Giannantonio Affidavit**”), and this Court having entered the Interim Order, dated May 1, 2009, that, among other things, (i) authorized the Debtors on an interim basis to use the Prepetition Lenders’ Cash Collateral, (ii) granted the adequate protection described in the Interim Order and (iii) scheduled the Final Hearing to consider entry of this Final Order;

the Debtors having served due and appropriate notice of the Motion, the relief requested therein on a final basis, the Interim Order and the Final Hearing on, among others, their

(Page 5)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

combined thirty largest unsecured creditors, the Prepetition Agent and the Prepetition Lenders, the United States Trustee and all other parties in interest identified in the Affidavit of Service;

the Court having held a Final Hearing on May 27, 2009; and

upon the record made by the Debtors at the Interim Hearing and the Final Hearing, the record and the docket in these Cases and the Giannantonio Affidavit and after due deliberation and consideration and sufficient cause appearing therefor:

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Disposition.* The Motion is granted on a final basis on the terms set forth herein. Any objections to the relief sought in the Motion that have not been previously resolved or withdrawn are overruled on the merits. This Final Order shall be valid, binding and enforceable on all parties in interest and fully effective immediately upon entry.

2. *Jurisdiction and Venue.* This Court has jurisdiction over the Cases and the Motion as a core proceeding and over the parties and property affected hereby under 28 U.S.C. §§ 157(b) and 1334 as well as the Standing Order of Reference from the United States District Court for the District of New Jersey dated July 23, 1984. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409. The United States Trustee has informed this Court that no statutory committee will be appointed in the Debtors' Cases at this time.

3. *Notice.* On April 29, 2009 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested therein, the

(Page 6)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Interim Hearing and the Final Hearing constitute appropriate notice under the circumstances and complies with section 363 of the Bankruptcy Code and Bankruptcy Rule 4001(b), and no other or further notice of the relief sought at the Final Hearing and the relief granted herein is necessary or required.

4. *Prepetition Indebtedness.* On May 5, 2008 (the “**Tropicana Petition Date**”), each of Tropicana and its affiliated debtors (the “**Tropicana Debtors**”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (jointly administered as Case No. 08-10856, the “**Tropicana Chapter 11 Cases**”). The Tropicana Debtors admitted, stipulated and agreed in the Final Order (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Sections 363 and 364 of Bankruptcy Code, (II) Granting Liens and Superpriority Claims to Postpetition Lenders Pursuant to Section 364 of Bankruptcy Code, (III) Authorizing Use of Cash Collateral Pursuant to Section 363 of Bankruptcy Code, and (IV) Providing Adequate Protection to Prepetition Lenders Pursuant to Sections 361, 362, 363 and 364 of Bankruptcy Code dated May 30, 2008 [Docket No. 219] filed in the Tropicana Chapter 11 Cases that:

(a) the Prepetition Lenders made loans and other financial accommodations to and for the benefit of Tropicana, the Tropicana Debtors and Tropicana’s other subsidiaries pursuant to the Prepetition Credit Agreement.

(b) as of the Tropicana Petition Date, pursuant to the Prepetition Credit Agreement, (i) Tropicana was indebted and liable to the Prepetition Agent and the Prepetition

(Page 7)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Lenders, without defense, counterclaim or offset of any kind, in respect of loans made by the Prepetition Agent and the Prepetition Lenders to Tropicana under the Prepetition Credit Agreement in the aggregate principal amount of not less than \$1,321,238,000 (plus accrued and unpaid interest thereon), (ii) Tropicana was contingently liable to the Prepetition Agent and the Prepetition Lenders in the aggregate face amount of not less than \$9,669,000 on account of Tropicana's reimbursement obligations with respect to letters of credit issued under the Credit Agreement, which remained outstanding as of the Tropicana Petition Date, (iii) Tropicana was indebted and liable to the Prepetition Agent and the Prepetition Lenders for fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees that are chargeable or reimbursable under the Prepetition Agreements), charges and other obligations incurred in connection with such loans and letters of credit as provided in the Prepetition Agreements, (iv) Tropicana was liable to certain of the Lenders in respect of Hedging Agreements to which Tropicana or any of the other Tropicana Debtors was a party (items (i) through (iv), collectively, the "**Prepetition Obligations**") and (v) each Tropicana Debtor party to a guarantee executed and delivered in respect of the Prepetition Obligations was contingently liable to the Prepetition Agent and the Prepetition Lenders under each such guarantee in the aggregate amount of not less than the aggregate amount of the Prepetition Obligations;

(c) (i) the Prepetition Obligations constitute the legal, valid and binding obligation of the Tropicana Debtors, enforceable in accordance with their terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (ii) no

(Page 8)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

portion of the Prepetition Obligations owed by the Tropicana Debtors is subject to avoidance, recharacterization, recovery or subordination under the Bankruptcy Code or applicable nonbankruptcy law and (iii) the Tropicana Debtors do not have, hereby forever release, and are forever barred from bringing, any claims, counterclaims, causes of action, defenses or setoff rights, whether arising under the Bankruptcy Code or otherwise, against the Prepetition Lenders, the Prepetition Agent and their respective affiliates, members, subsidiaries, agents, officers, directors, employees and attorneys;

(d) the liens and security interests granted by the Tropicana Debtors to the Prepetition Agent under and in connection with the Prepetition Agreements (including all security agreements, pledge agreements, mortgages, deeds of trust, control agreements and other security documents executed by any of the debtors in favor of the Prepetition Agent, for its benefit and for the benefit of the Prepetition Lenders), are (i) valid, binding, perfected, enforceable, first-priority liens on the personal and real property described in the Prepetition Agreements (the “**Prepetition Collateral**”), (ii) not subject to avoidance, recharacterization or subordination under the Bankruptcy Code or applicable nonbankruptcy law and (iii) subject and subordinate only to (A) an agreed-upon carve out and (B) valid, perfected and unavoidable liens permitted under the Prepetition Agreements to the extent such liens are permitted to be senior to or *pari passu* with the liens of the Prepetition Agent on the Prepetition Collateral; and

(e) as of November 15, 2008, the Tropicana Debtors’ admissions, stipulations and agreements set forth above became binding on all parties in interest in the Tropicana

(Page 9)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Chapter 11 Cases, except for the official committee of unsecured creditors in the Tropicana Chapter 11 Cases (the “**Tropicana Committee**”) solely to the extent set forth in the Order Authorizing and Approving Stipulation Among the Debtors, the Official Committee of Unsecured Creditors and Credit Suisse, as Agent for the OpCo Prepetition Lenders, Extending Deadlines Established Under Final DIP Financing Order [Docket No. 977] filed in the Tropicana Chapter 11 Cases.

5. *Debtors’ Stipulations regarding the Guarantee and Collateral Agreement.*

Without prejudice to the rights of any other party (but subject to the limitations thereon contained in paragraphs 18 and 19 of this Final Order), the Debtors admit, stipulate and agree that:

(a) as of the Petition Date, (i) pursuant to the Guarantee and Collateral Agreement and together with any other Prepetition Agreements, each Debtor (each a wholly-owned subsidiary of Tropicana at the time of execution) executed and delivered a guarantee in respect of the Prepetition Obligations and was contingently liable to the Prepetition Agent and the Prepetition Lenders under each such guarantee in the aggregate amount of not less than the Prepetition Obligations, (ii) the Prepetition Obligations of the Debtors constitute the legal, valid and binding obligation of the Debtors, enforceable in accordance with their terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (iii) no portion of the Prepetition Obligations owed by the Debtors is subject to avoidance, recharacterization, recovery or subordination under the Bankruptcy Code or applicable

(Page 10)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

nonbankruptcy law and (iv) the Debtors do not have, hereby forever release, and are forever barred from bringing, any claims, counterclaims, causes of action, defenses or setoff rights, whether arising under the Bankruptcy Code or otherwise, against the Prepetition Lenders, the Prepetition Agent and their respective affiliates, subsidiaries, agents, officers, directors, employees and attorneys; and

(b) the liens and security interests granted by the Debtors to the Prepetition Agent under and in connection with the Prepetition Agreements (including all security agreements, pledge agreements, mortgages, deeds of trust, control agreements and other security documents executed by any of the debtors in favor of the Prepetition Agent, for its benefit and for the benefit of the Prepetition Lenders), are (i) valid, binding, perfected, enforceable, first-priority liens on the Prepetition Collateral, (ii) not subject to avoidance, recharacterization, recovery or subordination under the Bankruptcy Code or applicable nonbankruptcy law and (iii) subject and subordinate only to (A) the Carve Out (as defined below) and (B) valid, perfected and unavoidable liens permitted under the Prepetition Agreements to the extent such liens are permitted to be senior to or *pari passu* with the liens of the Prepetition Agent on the Prepetition Collateral.

6. *Findings Regarding the Use of Cash Collateral.*

(a) Good cause has been shown for issuance of this Final Order. The Debtors have a continuing need to use the Cash Collateral to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors,

(Page 11)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

suppliers and customers, to make payroll, to make capital expenditures and to satisfy other working capital and operational needs. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral is vital to the preservation and maintenance of the going concern values of the Debtors and to a successful reorganization of the Debtors or an orderly sale of the Debtors' assets.

(b) Based on the Motion, the docket in these Cases and the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the use of Cash Collateral are fair and reasonable, reflect the Debtors' prudent exercise of business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration for the Prepetition Lenders' consent thereto.

(c) The Prepetition Agent, the Prepetition Lenders and the Debtors have negotiated in good faith and at arm's length regarding the Debtors' use of the Cash Collateral to fund the administration of the Debtors' estates and continued operation of their businesses. The Prepetition Agent and the Prepetition Lenders have agreed to permit the Debtors to use the Cash Collateral for the period through the Termination Date (as defined below), subject to the terms and conditions set forth herein, including the protection afforded an entity acting in "good faith" under section 363(m) of the Bankruptcy Code.

(d) The Prepetition Lenders have objected to the use by the Debtors of the Prepetition Collateral, including the Cash Collateral, except on the terms of this Final Order (or other order that may be issued by the Bankruptcy Court with the Prepetition Agent's consent).

(Page 12)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

The Prepetition Lenders are entitled, under section 363(e) of the Bankruptcy Code, to adequate protection of their interest in the Prepetition Collateral to the extent of diminution in value, including for the use of Cash Collateral, the use, sale, lease, depreciation or other diminution in value of the Prepetition Collateral other than the Cash Collateral, and the imposition of the automatic stay under section 362 of the Bankruptcy Code.

7. *The Cash Collateral.* To the extent any funds were on deposit with any Prepetition Lender as of the Petition Date, including all funds deposited in, or credited to, an account of any Debtor with any Prepetition Lender immediately before the Debtors commenced these Cases (regardless of whether, as of such time, such funds had been collected or made available for withdrawal by any such debtor), such funds (the “**Deposited Funds**”) are subject to rights of setoff in favor of such Prepetition Lender. By virtue of such setoff rights and section 553 of the Bankruptcy Code, the Prepetition Obligations are secured by the Deposited Funds for the purposes of these Cases under section 506(a) of the Bankruptcy Code. The Prepetition Lenders are obligated, to the extent provided in the Prepetition Agreements, to share the benefit of such setoff rights with the other Prepetition Lenders party to such Prepetition Agreements. The Debtors’ cash, including all cash and other amounts on deposit or maintained in any account subject to a control agreement with the Prepetition Agent and any proceeds of the Prepetition Collateral (including the Deposited Funds or any other funds on deposit at the Prepetition Lenders or at any other institution as of the Petition Date) are “cash collateral” of the Prepetition Lenders within the meaning of section 363(a) of the Bankruptcy Code. The Debtors’ cash, the

(Page 13)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Deposited Funds and all such proceeds of Prepetition Collateral are referred to herein as “**Cash Collateral.**”

8. *Use of Cash Collateral.* The Debtors are authorized to use all Cash Collateral of the Prepetition Lenders during the period from the Petition Date through and including the Termination Date for general corporate purposes and costs and expenses related to the Cases in accordance with the terms and conditions of the Budget (as defined below) and this Final Order, including the provision of adequate protection set forth herein.

9. *Budget.*

(a) From and after the Petition Date, the Debtors shall use the Cash Collateral only for the payment of the costs and expenses associated with the operations of the Debtors' business and the conduct of the Cases as set forth in a thirteen-week budget to be submitted to the Prepetition Agent and Morgan Joseph & Co. Inc., financial advisors to the Prepetition Lenders (the “**Prepetition Lenders' Financial Advisor**”) (any such budget approved by the steering committee of Prepetition Lenders (the “**Steering Committee**”), the “**Budget**”). A copy of the Budget for the time period from week ending June 3, 2009 to week ending August 26, 2009 is attached hereto as Exhibit A. Not later than 5:00 p.m. (Eastern time) on Monday of each week, the Debtors shall deliver to the Prepetition Agent and the Prepetition Lenders' Financial Advisor a proposed budget covering the subsequent thirteen-week period (a “**Proposed Budget**”). Unless the Prepetition Agent provides written notice to the Debtors within ten days after receipt of the Proposed Budget that the Proposed Budget has not been approved by the

(Page 14)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Steering Committee, the Proposed Budget shall become the "Budget" for all purposes hereof.

For the purposes of such approvals, if the Steering Committee has approved a Proposed Budget for the subsequent thirteen weeks, then Steering Committee approval of any subsequent Proposed Budget shall be required only for a week not covered by any previous Proposed Budget approved by the Steering Committee unless the Debtors shall have modified a line item in a previously approved Budget. For the avoidance of doubt, the Debtors and the Steering Committee may mutually agree to modify line items in a Proposed Budget for weeks that have been previously approved by the Steering Committee.

(b) The Debtors shall deliver to the Prepetition Agent, the Prepetition Lenders and the Prepetition Lenders' Financial Advisor, not later than 5:00 p.m. (Eastern time) on Monday of each week (it being understood that in the event the New Jersey Casino Control Commission requires the Debtors to deliver its report on a day other than Monday, a corresponding change will be made to the day such report is delivered to the Prepetition Agent, the Prepetition Lenders and the Prepetition Lenders' Financial Advisor unless the Prepetition Agent does not consent to such change (which consent shall not be unreasonably withheld)) (such day, a "**Reporting Day**"), a (i) report, for the week ending as of the preceding Wednesday, of actual receipts and expenditures compared to the Budget, (ii) a reasonably detailed explanation for any variances, and (iii) in the case of each of the foregoing clauses (i) and (ii), a certification from a Financial Officer (as defined in the Prepetition Credit Agreement), certifying

(Page 15)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

that such reports fairly present the financial condition and results of operations of the Debtors, in each case in a form reasonably satisfactory to the Prepetition Agent.

(c) The Debtors shall use any cash that is not Cash Collateral prior to the use of the Cash Collateral, and any such cash shall be used in accordance with the terms and conditions of this Final Order and the Budget.

10. *Adequate Protection.* The Prepetition Lenders are entitled, under section 363(e) of the Bankruptcy Code, to adequate protection of their interest in the Prepetition Collateral, including the Cash Collateral, for and equal in amount to the aggregate diminution in the value of the Prepetition Lenders' interest in the Prepetition Collateral, including any such diminution resulting from (x) the use of the Cash Collateral under section 363(c) of the Bankruptcy Code, (y) the sale, lease or use by the Debtors (or other decline in value) of the Prepetition Collateral and (z) the imposition of the automatic stay under section 362 of the Bankruptcy Code (the amount of any such diminution being referred to hereinafter as the "**Adequate Protection Obligations**"). As adequate protection, the Debtors hereby grant to the Prepetition Agent and the Prepetition Lenders the following, in each case, solely to the extent of the Adequate Protection Obligations:

(a) Adequate Protection Liens. The Prepetition Agent (for itself and for the benefit of the Prepetition Lenders) was by the Interim Order and is hereby granted (effective and perfected as of the Petition Date and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements) a

(Page 16)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

valid and perfected replacement security interest in, and lien on (the “**Adequate Protection Liens**”), (i) all of the right, title and interest of the Debtors in, to and under all present and after-acquired property of the Debtors of any nature whatsoever, including all cash and cash collateral of the Debtors (whether maintained with the Prepetition Agent, any Prepetition Lender or other financial institution), (ii) any investment of such cash and cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, causes of action contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names or other intellectual property, capital stock of subsidiaries, and the proceeds of all of the foregoing, whether now existing or hereafter acquired, (iii) any proceeds or property recovered, unencumbered or otherwise, that is the subject of the Debtors’ claims and causes of action under sections 544, 545, 547, 548 or 550 of the Bankruptcy Code (collectively, the “**Avoidance Actions**”), whether by judgment, settlement or otherwise and (iv) any “Insider Causes of Action” as defined in the First Amended Joint Plan of Reorganization of Tropicana Entertainment, LLC and Certain of its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 1995] filed in the Tropicana Chapter 11 Cases (collectively, the “**Postpetition Collateral**”). Subject to the Carve Out (as defined below), the Adequate Protection Liens shall be (x) a first priority perfected lien on all of the Postpetition Collateral that is not otherwise encumbered by a validly perfected, non-avoidable security interest or lien as of the Petition Date, (y) a first priority, senior and perfected lien on (1) that portion of the Postpetition Collateral that comprises the Prepetition

(Page 17)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Collateral and is not subject to a validly perfected lien or security interest with priority over the Prepetition Agent's liens on the Prepetition Collateral as of the Petition Date and (2) Postpetition Collateral subject to a lien that is junior to the liens securing the Prepetition Obligations and (z) a second priority, junior perfected lien on all Postpetition Collateral that is subject to a validly perfected lien with priority over the Prepetition Agent's liens as of the Petition Date;

(b) Section 507(b) Claim. The Prepetition Agent and the Prepetition Lenders are hereby granted, subject to the payment of the Carve Out as provided herein, a superpriority claim as provided for in section 507(b) of the Bankruptcy Code (the "**507(b) Claims**") with priority in payment over any and all administrative expenses of the kinds specified or ordered under any provision of the Bankruptcy Code, including sections 105, 326, 328, 330, 331, 503, 507(a), 726, 1113 or 1114 of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors, any successor trustee or any creditor, in these Cases or, to the extent permitted by applicable law, any subsequent proceedings under the Bankruptcy Code. Subject to the Carve Out, no cost or expense of administration under sections 105, 503(b), 507(b) or otherwise, including any such cost or expense resulting from the conversion of these Cases to cases under chapter 7 of the Bankruptcy Code pursuant to section 1112 of the Bankruptcy Code, shall be senior to, or *pari passu* with, the 507(b) Claims of the Prepetition Lenders;

(c) Fees and Expenses. The Prepetition Agent shall receive from the Debtors, from time to time after the Petition Date, current cash payment of all fees and expenses payable to the Prepetition Agent and the Prepetition Lenders (including, but not limited to, fees owed to

(Page 18)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

the Prepetition Agent and the fees and out-of-pocket disbursements of Cravath, Swaine & Moore LLP and Blank Rome LLP, counsel to the Prepetition Agent, Latham & Watkins LLP and Duane Morris LLP, counsel to the Prepetition Lenders, Morgan Joseph & Co. Inc., financial advisors to the Prepetition Lenders and any other counsel for or advisors to the Prepetition Agent or the Prepetition Lenders) relating to these Debtors and not the Tropicana Debtors, promptly upon receipt of invoices therefor (the “**Adequate Protection Payments**”), subject to the Prepetition Agent’s and Prepetition Lenders’ reservation of their rights to assert claims for the payment of any other amounts provided for in the Prepetition Agreements and without prejudice to the rights of any other party to contest such assertion. None of the fees, costs or expenses payable under this paragraph shall be subject to separate or prior approval by this Court (provided that the Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of any such payment shall be required to file any motion or interim or final fee application with respect thereto; *provided* that the Prepetition Agent and the Prepetition Lenders shall be required to remit copies of all invoices (prior to their payment) for fees and expenses incurred after the Petition Date to the United States Trustee and to counsel to the Tropicana Committee, and the Debtors shall pay such fees and expenses if no written objection is received by counsel to the Prepetition Agent or the Prepetition Lenders, as applicable, within ten days after delivery of such invoice (and any unresolved objection shall be heard by the Bankruptcy Court at its next regularly scheduled hearing). Nothing contained in this paragraph (c) shall require the Debtors to make any Adequate Protection Payment hereunder if, after giving effect to

(Page 19)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

such payment(s), the Debtors' cash balance would be less than the minimum amount recommended by the New Jersey Division of Gaming Enforcement and required by the New Jersey Casino Control Commission or shall be deemed to be a waiver by any party in interest of the right to object to the reasonableness of any fees, costs and charge incurred by the Prepetition Lenders or the Prepetition Agent;

(d) Payment from Proceeds of Collateral. Except in the event of a sale of all or substantially all of the Debtors' assets to the Prepetition Lenders pursuant to section 363(k) of the Bankruptcy Code, the Debtors are authorized and directed to pay, within three business days after receipt of Net Cash Proceeds (as defined in the Prepetition Credit Agreement and after giving effect to any limitations in N.J.S.A § 5:12-130.6)), to the Prepetition Agent, for the benefit of the Prepetition Lenders, 100% of such Net Cash Proceeds and any other consideration (including any notes or other debt instruments executed in favor of the Prepetition Lenders) received in connection with any sale of the business of or the assets of the Debtors (the **"Collateral Payment"**);

(e) Reporting Requirements. The Debtors shall provide the United States Trustee, the Tropicana Committee, Prepetition Agent, the Prepetition Lenders and the Prepetition Lenders' Financial Advisor with (i) consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Debtors for the 2008 fiscal year, audited by Ernst & Young, LLP or other independent public accountants of recognized national standing and accompanied by an opinion of such accountants to the effect that such consolidated

(Page 20)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

financial statements fairly present the financial condition and results of operations of the Debtors in accordance with GAAP (as defined in the Prepetition Credit Agreement) consistently applied and (ii) within fifteen days after the end of each fiscal month, the consolidated balance sheet and related statements of income and cash flows showing the financial condition of the Debtors during such fiscal month and the then elapsed portion of the fiscal year, in each case, certified by one of the Debtor's Financial Officers (as defined in the Prepetition Credit Agreement) as fairly presenting the financial condition and results of operations of the Debtors on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments (clauses (i) and (ii), together with the information to be delivered under paragraph 9(a) and (b) of this Final Order, the "**Reporting Requirements**"); and

(f) Monitoring of Collateral. The Prepetition Lenders shall be permitted to retain expert consultants and financial advisors at the expense of the Debtors. The Debtors shall permit any such consultant or advisor to have reasonable access to the Debtors' premises and non-privileged records during normal business hours and shall cooperate, consult with and provide to such persons all such non-privileged information as they may reasonably request from time to time.

11. *Carve Out*. For purposes of this Final Order, "**Carve Out**" means (i) the unpaid fees due and payable to the Clerk of the Bankruptcy Court and of the Office of the United States Trustee under 28 U.S.C. § 1930(a), (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an amount not exceeding \$25,000 in the

(Page 21)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

aggregate, (iii) in the event the Prepetition Lenders consent to the dismissal or conversion of these Cases to cases under chapter 7 of the Bankruptcy Code prior to the closing of the “stalking horse” Asset Purchase Agreement among the Debtors, certain Tropicana Debtors, Justice Stein and the Prepetition Agent, which was filed with the Court on April 30, 2009, the payment of incentive bonuses in an aggregate amount not to exceed \$1,155,000 to twenty-four eligible employees pursuant to fifteen Confidential Incentive Bonus Agreements and nine Confidential Incentive and Severance Agreements, entered into as of March 4, 2009 (as amended) to the extent such payments are approved by this Court and (iv) after the occurrence and during the continuance of an Event of Default (as defined below), the payment of allowed and unpaid professional fees and disbursements (except any such fees and disbursements incurred in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition Agent or the Prepetition Lenders) incurred after the occurrence of an Event of Default by the Debtors in an aggregate amount not in excess of \$500,000; *provided* (x) that the dollar limitation in this clause (iii) on fees and expenses shall neither be reduced nor increased by the amount of any compensation or reimbursement of expenses incurred, awarded or paid before the occurrence of an Event of Default in respect of which the Carve Out is invoked or by any fees, expenses, indemnities or other amounts paid to the Prepetition Agent, any Prepetition Lender or their respective attorneys and agents, and (y) that nothing herein shall be construed to prejudice any objection to any of the fees, expenses, reimbursement or compensation described in clauses (A) and (B) above.

(Page 22)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

12. *Limitation on Charging Expenses Against Collateral.* Except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code or any other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Prepetition Collateral or Postpetition Collateral under section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Prepetition Agent, and no such consent shall be implied from any other action, inaction, or acquiescence by the Prepetition Agent or the Prepetition Lenders (including approval of any Budget).

(Page 23)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

13. *Reservation of Rights of the Prepetition Lenders.* Under the circumstances known to the Prepetition Lenders as of the Petition Date (and consistent with the rights of the Prepetition Lenders under section 506(b) of the Bankruptcy Code), and based upon the Prepetition Lenders' consent, the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Lenders. Notwithstanding any other provision, the grant of adequate protection to the Prepetition Agent and the Prepetition Lenders is without prejudice to the Prepetition Agent's or any of the Prepetition Lender's request for any modification of, or further or different, adequate protection, and the Debtors' or any other party's objection to any such request.

14. *Perfection of Adequate Protection Liens.*

(a) The Prepetition Agent is hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted hereunder. The Adequate Protection Liens granted under the Interim Order or this Final Order shall constitute valid and duly perfected security interests and liens, and the Prepetition Agent and the Prepetition Lenders are hereby not required to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments which otherwise may be required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens, and such liens and security

(Page 24)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, as of the date of entry of the Interim Order. The failure of the Debtors to execute any documentation relating to the enforceability, priority or perfection of the Adequate Protection Liens shall in no way affect the validity, perfection or priority of the Adequate Protection Liens.

(b) If the Prepetition Agent, in its sole discretion, elects to file any financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise to confirm perfection of such Adequate Protection Liens, the Debtors shall cooperate with and assist in such process, the stay imposed under section 362 of the Bankruptcy Code is hereby lifted to permit the filing and recording of a certified copy of the Interim Order, this Final Order or any such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, and all such documents shall be deemed to have been filed and recorded at the time of and on the date of the Interim Order or this Final Order, as applicable.

(c) A certified copy of the Interim Order or this Final Order may, in the discretion of the Prepetition Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of the Interim Order or this Final Order for filing and recording.

(Page 25)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

15. *Termination of Use of Cash Collateral.* Unless otherwise agreed in writing between the Prepetition Agent and the Debtors, the Debtors' right to use the Cash Collateral shall terminate (the date of any such termination, the "**Termination Date**") on the earliest to occur of (i) the date that this Final Order ceases to be in full force and effect or is stayed in any respect, (ii) the date that any sale of all or substantially all of the Debtors' assets is consummated (iii) June 30, 2009, or such later date that the Prepetition Agent in consultation with the Steering Committee agrees in their discretion, if this Court has not entered by such date an order approving, among other things, the credit bid by the Prepetition Agent in substantially the form attached to the Notice of Debtors' Motion Pursuant to 11 U.S.C. §§ 363, 365 and 1113 and Fed. R. Bankr. P. 2002, 6004 and 6006 for an Order: (1) Approving "Stalking Horse" Asset Purchase Agreement for the Sale of Substantially all the Debtors' Assets; (2) Approving Bidding Procedures and Form, Manner and Sufficiency of Notice; (3) Scheduling (A) an Auction Sale and (B) a Hearing to Consider Approving the Highest and Best Offer; (4) Authorizing the Debtors to Sell Substantially all their Assets Free and Clear of Liens, Claims, Encumbrances, and Interests and to Assume and Assign Certain Related Executory Contracts, Unexpired Leases and Collective Bargaining Agreements; and (5) Granting Other Related Relief, filed with this Court on April 30, 2009 [Docket No. 41], (iv) December 31, 2009 and (v) the date upon which any of the following events shall have occurred and be continuing (unless waived by the Required Lenders, "**Events of Default**") beyond any applicable grace period set forth below:

(Page 26)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

- a. The Debtors shall have failed to make any Adequate Protection Payment, Collateral Payment or other payment to the Prepetition Agent or the Prepetition Lenders as and when required by this Final Order or any Debtor fails to perform any of its obligations under this Final Order;
- b. On any Reporting Day commencing with the one occurring three weeks after the first Reporting Day, the Debtors shall have made disbursements under any line item in the Budget to exceed, for the four-week period then most recently ended, the aggregate amount set forth for such period under such line item in the Budget by more than the greater of (x) \$50,000 and (y) 10% of such line item (excluding the line items entitled "Licenses & Taxes", "Jackpot Trust", "CRDA Investment", "State of NJ Race Track Subsidy", "Sales & Luxury Tax", "Parking Fee (NJ)", "Parking Fee (CRDA)" and "Professional Fees"). For purposes of determining whether the Debtors are in compliance with this clause (b), the amounts in the Budget under the line items "Salaries & Wages" and "Taxes & Benefits" will be combined and those under the line items "Repairs & Maintenance" and "Capital Expenditures" will be combined;
- c. The Debtors shall have failed to (i) comply with any other covenant or agreement specified in this Final Order (other than those described in clause (b) above and clause (ii) below) and such failure to comply with any such other covenant or agreement shall continue unremedied for more than three business days after written notice thereof or (ii) comply with any of the Reporting Requirements and such failure shall continue unremedied for more than three business days;
- d. The then applicable Budget shall have expired without a new Proposed Budget having become the Budget in accordance with paragraph 9 of this Final Order;

(Page 27)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

- e. Any representation or warranty made in writing by the Debtors in the Reporting Requirements (other than with respect to projected financial information) shall prove to have been incorrect in any material respect when made;
- f. Any of the Cases shall have been dismissed, suspended or converted to a chapter 7 case or any Debtor shall file any pleading requesting such relief; or a chapter 11 trustee, a responsible officer, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall have been appointed in any of the Cases;
- g. This Court shall have entered an order granting relief from the automatic stay to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Debtor which have an aggregate value in excess of \$200,000;
- h. An order shall have been entered (i) reversing, amending, supplementing, staying, vacating or otherwise modifying this Final Order without the consent of the Prepetition Agent or (ii) avoiding or requiring repayment of any portion of the Adequate Protection Payment, Collateral Payment or other payment to the Prepetition Agent or the Prepetition Lenders required by the Interim Order or this Final Order;
- i. Any of the Debtors shall have created, incurred or suffered to exist any postpetition liens or security interests other than (i) those granted pursuant to the Interim Order or this Final Order, (ii) carriers', mechanics', warehousemen's, repairmen's or other similar liens arising in the ordinary course of business, (iii) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and (iv) deposits to secure the payment of any postpetition statutory obligations, performance bonds and other obligations of a like nature

(Page 28)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

incurred in the ordinary course of business; provided that the aggregate value of the liens, pledges or deposits referred to in clauses (iii) and (iv) above shall not exceed \$200,000 at any one time; or any superpriority administrative claim or other claim which is pari passu with or senior to the claims of the Prepetition Agent and the Prepetition Lenders shall have been granted in any of the Cases;

- j. Any judgment in excess of \$200,000 as to any postpetition obligation not covered by insurance shall have been rendered against any Debtor and the enforcement thereof shall not have been discharged for a period of thirty consecutive days or stayed; or there shall have been rendered against any Debtor a non-monetary judgment with respect to a postpetition event which has or could reasonably be expected to have a material adverse effect on the property, business, condition (financial or otherwise) of the Debtors taken as a whole or the ability of the Debtors to perform their obligations under this Final Order; and
- k. The Debtors (or any of its successors and assigns) shall have filed a motion or application or adversary proceeding challenging the validity, enforceability, perfection or priority of the liens securing the Prepetition Obligations or any other cause of action against and/or with respect to the Prepetition Obligations, the prepetition liens securing such Prepetition Obligations, the Prepetition Agent or the Prepetition Lenders.

The Debtors shall promptly provide notice to the Prepetition Agent (with copy to counsel for the Tropicana Committee and the United States Trustee) of the occurrence of any Event of Default.

16. *Remedies on Termination Date.* On the Termination Date, (i) the Debtors' right to use the Cash Collateral on the terms and conditions set forth in this Final Order shall terminate automatically, (ii) the unpaid Adequate Protection Payments shall automatically become

(Page 29)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

immediately due and payable, (iii) the Prepetition Agent and each Prepetition Lender may setoff amounts in any account of the Debtors maintained with the Prepetition Agent or each Prepetition Lender, respectively, and (iv) the Prepetition Agent and the Prepetition Lenders may, upon five business days' written notice to the Debtors (with a copy to the United States Trustee), exercise the rights and remedies available under this Final Order or applicable law, including foreclosing upon and selling all or a portion of the Prepetition Collateral or Postpetition Collateral in order to collect the Adequate Protection Obligations. The actions described in clauses (iii) and (iv) above may be taken without further order or application to the Court as the Prepetition Agent or the Prepetition Lenders shall, in their discretion, elect, and the automatic stay is hereby deemed modified and vacated to the extent necessary to permit such actions, so long as no order prohibiting such action is entered by this Court during the above-referenced five business day period. The Prepetition Agent and the Prepetition Lenders shall be entitled to apply the payments or proceeds of the Prepetition Collateral in accordance with the provisions of the Prepetition Agreements, and in no event shall the Prepetition Agent or any of the Prepetition Lenders be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral, the Postpetition Collateral or otherwise.

Notwithstanding the occurrence of the Termination Date or anything herein, all of the rights, remedies, benefits and protections provided to the Prepetition Agent and the Prepetition Lenders under the Interim Order or this Final Order shall survive the Termination Date.

(Page 30)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

17. *Preservation of Rights Granted Under the Final Order.*

(a) (i) No claim or lien having a priority superior to or *pari passu* with those granted by the Interim Order or this Final Order to the Prepetition Agent and the Prepetition Lenders shall be granted or allowed while any portion of the Adequate Protection Obligations remain outstanding and (ii) the Adequate Protection Liens shall not be (x) subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, (y) subordinated to or made *pari passu* with any other lien or security interest, whether under sections 363 or 364 of the Bankruptcy Code or otherwise, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any tax liability of the Debtors, whether secured or unsecured, including property taxes for which liability is *in rem*, *in personam*, or both, except a tax of a kind specified in section 507(a)(8) of the Bankruptcy Code or (z) any intercompany or affiliate liens of the Debtors.

(b) Unless all Adequate Protection Obligations shall have been paid in full, the Debtors shall not seek (i) any order modifying or extending this Final Order without the prior written consent of the Prepetition Agent and the Prepetition Lenders, and no such consent shall be implied by any other action, inaction or acquiescence by the Prepetition Agent or the Prepetition Agent or (ii) an order converting or dismissing any of the Cases. If an order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the

(Page 31)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Bankruptcy Code) that (i) the 507(b) Claims and Adequate Protection Liens granted to the Prepetition Agent and the Prepetition Lenders under the Interim Order or this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all Adequate Protection Obligations shall have been paid and satisfied in full (and that such 507(b) Claims and Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all parties in interest) and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (i) above, to the fullest extent authorized by statute.

(c) If any or all of the provisions of the Interim Order or of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay, shall not affect (i) the validity of any Adequate Protection Obligations incurred before the actual receipt of written notice by the Prepetition Agent of the effective date of such reversal, modification, vacatur or stay, or (ii) the validity or enforceability of any lien or priority authorized or created hereby or pursuant to the Interim Order, as applicable, with respect to any Adequate Protection Obligations. Notwithstanding any such reversal, modification, vacatur or stay, any use of Cash Collateral or Adequate Protection Obligations incurred by the Debtors to the Prepetition Agent or the Prepetition Lenders before the actual receipt of written notice by the Prepetition Agent of the effective date of such reversal, modification, vacatur or stay, shall be governed in all respects by the original provisions of this Final Order, and the Prepetition Agent and the Prepetition Lenders shall be entitled to all the rights, remedies, privileges and benefits

(Page 32)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

granted in section 363(m) of the Bankruptcy Code, the Interim Order and this Final Order with respect to all uses of Cash Collateral and Adequate Protection Obligations.

(d) Except as expressly provided in this Final Order, the Adequate Protection Liens, the 507(b) Claims and all other rights and remedies of the Prepetition Agent and the Prepetition Lenders granted by the provisions of the Interim Order and this Final Order, as applicable, shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, terminating the joint administration of these Cases or by any other act or omission, or (ii) the entry of an order confirming a plan in any of the Cases. The terms and provisions of this Final Order shall continue in these Cases, in each of these Cases if they cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the 507(b) Claims and all other rights and remedies of the Prepetition Agent and the Prepetition Lenders granted by the provisions of the Interim Order and this Final Order shall continue in full force and effect until the Adequate Protections Obligations are indefeasibly paid in full.

18. *Effect of Stipulations on Third Parties.* The stipulations and admissions contained in this Final Order, including without limitation paragraph 5 of this Final Order, shall be binding upon the Debtors and any successor thereto (including any chapter 7 or chapter 11 trustee appointed or elected in any of the Cases) in all circumstances. The stipulations and admissions contained in this Final Order, including in paragraph 5 of this Final Order, shall be binding upon all other parties in interest unless (a) a party in interest has timely filed an adversary proceeding

(Page 33)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

or contested matter (subject to the limitations contained herein, including, *inter alia*, in paragraph 19) by no later than June 1, 2009 (or such later date (x) as has been agreed to, in writing, by the Prepetition Agent in consultation with the Steering Committee or (y) as has been ordered by the Court for good cause shown) (i) challenging the validity of the liens granted by the Debtors with respect to the Prepetition Obligations and of the Debtors' execution and delivery of the Guarantee and Collateral Agreement and any other Prepetition Agreements or (ii) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoiding power claims or any other any claims, counterclaims or causes of action, objections, contests or defenses (collectively, "**Claims and Defenses**") against the Prepetition Agent or any of the Prepetition Lenders or their affiliates, members, subsidiaries, agents, officers, directors, employees or attorneys in connection with matters related to the Prepetition Agreements, the Prepetition Obligations or the Prepetition Collateral, and (b) there is a final, non-appealable order in favor of the plaintiff sustaining any such challenge or claim in any such timely filed adversary proceeding or contested matter, *provided* that, as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date. If no such adversary proceeding or contested matter is timely filed, (x) the Prepetition Obligations shall constitute allowed secured claims in the amounts set forth in paragraph 4 of this Final Order, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 cases, (y) the Prepetition Agent's and the Prepetition Lenders' liens on the Prepetition Collateral shall be deemed to have

(Page 34)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

been, as of the Petition Date, enforceable, legal, valid, binding and perfected, and having the priority set forth in paragraph 5, not subject to recharacterization, subordination or avoidance and (z) the Prepetition Obligations, the Prepetition Agent's and the Prepetition Lenders' liens on the Prepetition Collateral and the Prepetition Agent and the Prepetition Lenders shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtors' estates, including any estate representative or any other successor to the Debtors (including any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors). If any such adversary proceeding or contested matter is timely filed, the stipulations and admissions contained in paragraph 5 of this Final Order shall nevertheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any statutory committee and on any other person or entity, except to the extent that such findings and admissions were expressly challenged in such adversary proceeding or contested matter. Nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code) standing or authority to pursue any cause of action belonging to the Debtors or their estates, including Claims and Defenses with respect to the Prepetition Agreements or the Prepetition Obligations and all rights to assert or challenge such standing are reserved. Nothing contained herein shall be deemed or construed to require Konami Gaming, Inc. ("Konami") to file any adversary proceeding or contested matter to determine Konami's claims that the Debtors cannot grant a lien in or otherwise encumber the Konami Intellectual Property (as defined in the Limited Objection of Konami Gaming, Inc. to the Debtors' Motion for an Interim Order (I) Authorizing the Use of

(Page 35)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

Prepetition Lenders' Cash Collateral Under 11 U.S.C. § 363; (II) Granting Adequate Protection Under 11 U.S.C. §§ 361, 362, and 363; and (III) Scheduling a Final Hearing Under Bankruptcy Rule 4001(b) [Docket No. 112]), all of which claims are expressly preserved.

19. *Limitation on Use of Collateral.* Notwithstanding anything herein or in any other order by this Court to the contrary, no Cash Collateral, Postpetition Collateral or the Carve Out may be used to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the Prepetition Agreements, or the liens or claims granted under the Interim Order, this Final Order or the Prepetition Agreements, (b) assert any Claims and Defenses or causes of action against the Prepetition Agent or the Prepetition Lenders or their respective agents, affiliates, representatives, attorneys or advisors, (c) prevent, hinder or otherwise delay the Prepetition Agent's assertion, enforcement or realization on the Cash Collateral or the Postpetition Collateral in accordance with the Prepetition Agreements, the Interim Order or this Final Order, (d) seek to modify any of the rights granted to the Prepetition Agent or the Prepetition Lenders hereunder or under the Prepetition Agreements, in each of the foregoing cases without such parties' prior written consent or (e) pay any amount on account of any claims arising before the Petition Date unless such payments are approved by an order of this Court.

20. *Binding Effect; Successors and Assigns.* The provisions of this Final Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including the Prepetition Agent, the Prepetition Lenders, and statutory committee, any person or

(Page 36)

Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: FINAL ORDER (I) AUTHORIZING THE USE OF PREPETITION LENDERS' CASH COLLATERAL UNDER 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION UNDER 11 U.S.C. §§ 361, 362 AND 363

entity, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors) and shall inure to the benefit of the Prepetition Agent, the Prepetition Lenders and the Debtors and their respective successors and assigns; *provided* that the Prepetition Agent and the Prepetition Lenders shall have no obligation to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. The Prepetition Agent and the Prepetition Lenders have not been in control of the operations of the Debtors and have not been acting as a “responsible person” or “owner or operator” (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 *et seq.* as amended, or any similar federal or state statute) with respect to the operation or management of the Debtors.

EXHIBIT A

Adamar of New Jersey
13 Week Cash Flow

	1	2	3	4	5	6	7	8	9	10	11	12	13	Total
(\$ 000's)	6/3/2009	6/10/2009	6/17/2009	6/24/2009	7/1/2009	7/8/2009	7/15/2009	7/22/2009	7/29/2009	8/5/2009	8/12/2009	8/19/2009	8/26/2009	
Week Ending														
Cash Receipts:														
Casino, net of coin	\$ 5,157	\$ 5,270	\$ 5,297	\$ 5,342	\$ 5,446	\$ 7,102	\$ 6,115	\$ 6,136	\$ 6,168	\$ 6,320	\$ 6,556	\$ 6,632	\$ 6,677	\$ 78,217
Rooms, Food & Beverage (including taxes)	1,095	1,119	1,125	1,135	1,158	1,643	1,493	1,413	1,421	1,424	1,479	1,496	1,507	17,509
Rent Income	-	-	-	-	552	-	-	-	552	-	-	-	552	1,655
Other	451	461	463	534	477	623	534	536	605	552	602	609	680	7,128
Jackpot Trust Dividends & Tax Rebates	-	-	-	-	-	-	-	-	2,500	-	-	-	-	2,500
Total Cash Receipts	6,702	6,851	6,886	7,011	7,633	9,368	8,142	8,085	11,246	8,296	8,536	8,737	9,415	107,009
Cash Disbursements:														
Salaries & Wages	1,798	1,798	1,798	1,798	1,798	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	23,612
Taxes and Benefits	626	926	1,676	626	626	925	1,475	1,816	625	625	1,775	825	625	13,174
Total Payroll	2,424	2,724	3,474	2,424	2,424	2,753	3,303	3,644	2,453	2,453	3,603	2,653	2,453	36,786
Rooms, Food & Beverage Utilities	490	501	503	508	518	693	594	596	600	599	558	565	569	7,295
Property Taxes	-	900	418	-	433	900	517	-	-	900	533	-	-	4,600
Insurance	405	-	-	-	405	-	388	-	405	-	-	-	405	5,748
SG&A	1,107	1,107	1,107	1,107	1,107	1,130	1,130	1,130	1,130	1,210	1,269	1,269	1,269	2,007
Capital Expenditures	332	332	332	332	332	332	332	332	332	332	332	332	332	4,319
Repairs and Maintenance	378	26	26	26	26	28	28	28	28	40	26	26	26	716
Total Capital Exp. and R&M	711	359	359	359	359	360	360	360	360	373	359	359	359	5,035
Capital Lease	-	-	-	76	-	-	-	76	-	-	-	-	76	227
Utility Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Licenses and Taxes	444	454	450	460	2,343	610	570	525	528	541	565	571	575	8,636
Jackpot Trust	-	350	-	350	-	350	-	350	-	350	-	350	-	2,100
CRDA Investment (1.25%)	-	-	-	-	-	-	978	-	-	-	-	-	-	978
State of NJ Race Track Subsidy	-	-	-	-	-	-	-	-	-	-	600	-	-	600
Sales & Luxury and Other Taxes	-	-	-	630	-	-	500	794	-	-	-	1,344	-	3,268
Parking Fee (NJ)	-	-	225	-	-	-	-	225	-	-	-	225	-	675
Parking Fee (CRDA)	-	-	75	-	-	-	-	75	-	-	-	75	-	225
Critical Vendors & PACA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional/Lic. Denial Fees	-	-	-	250	1,028	-	-	250	921	-	-	250	-	4,280
Total Cash Disbursements	5,581	6,395	6,611	6,163	8,617	6,797	8,340	8,026	6,396	12,173	7,486	7,662	7,287	97,534
Net Cash Flow	1,121	456	274	847	(984)	2,572	(198)	60	4,849	(3,877)	1,150	1,076	2,129	9,476
Cash Beginning	48,283	49,404	49,861	50,135	50,983	49,999	52,571	52,372	52,432	57,281	53,405	54,555	55,630	48,283
Cash Ending	\$ 49,404	\$ 49,861	\$ 50,135	\$ 50,983	\$ 49,999	\$ 52,571	\$ 52,372	\$ 52,432	\$ 57,281	\$ 53,405	\$ 54,555	\$ 55,630	\$ 57,759	\$ 57,759