



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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and Manchester Mall, Inc., Debtors

In re:

ADAMAR OF NEW JERSEY, INC. and
MANCHESTER MALL, INC.,

Debtors-in-Possession.

Case No. 09-20711 (JHW)

Chapter 11

(Joint Administration Pending)

Judge: Judith H. Wizmur

Hearing Date and Time:

May 1, 2009, at 9:15 a.m.

**INTERIM ORDER (I) AUTHORIZING THE USE OF 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)**

The relief set forth on the following pages, numbered two (2) through thirty-seven (37), is hereby
ORDERED.

DATED: 5/1/2009



Judith H. Wizmur, Chief Judge
United States Bankruptcy Court



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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,

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Columbia Properties Vicksburg, LLC, JMBS Casino LLC, the subsidiaries of Tropicana from 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;

(5) under Bankruptcy Rule 4001, an interim hearing (the "**Interim Hearing**") on the Motion to consider the entry of this order (the "**Order**") authorizing the

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Debtors to use the Prepetition Lenders' Cash Collateral and granting the protection described herein; and

(6) a final hearing (the "**Final Hearing**") to be held within 30 days after entry of this Order on a final order (the "**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 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; and the Interim Hearing having been held by this Court on April __, 2009; and 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 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 an interim basis on the terms set forth herein. Any objections to the interim relief sought in the Motion that have not been previously

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resolved or withdrawn are overruled on the merits. This 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. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409. No request has been made for the appointment of a trustee or examiner and no statutory committee has yet been appointed in the Debtors' Cases.

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 and the Interim Hearing constitutes appropriate notice under the circumstances and complies with section 363 of the Bankruptcy Code and Bankruptcy Rule 4001(b).

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 (jointly administered as Case No. 08-10856, the "**Tropicana Chapter 11 Cases**") in the United States Bankruptcy Court for the District of Delaware. 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

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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 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 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 and (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

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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 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

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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) in connection with the Prepetition Agreements, 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 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 Opcos Prepetition Lenders, Extending Deadlines Established Under Final DIP Financing Order [Docket No. 977].

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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), 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 aggregate amount of 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 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

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(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) in connection with the Prepetition Agreements, are (i) valid, binding, perfected, enforceable, first-priority liens on 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) 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 Order. The Debtors have an immediate need to use the Cash Collateral (as defined below) to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, 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

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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 record presented to the Court at the Interim 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), all 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 Debtors have requested immediate entry of this Order under Bankruptcy Rule 4001(b)(2). Absent granting the relief sought by this Order, the Debtors' estates will be immediately and irreparably harmed. The use of Cash Collateral in accordance with this Order is therefore in the best interest of the Debtors' estates.

(e) 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 Order (or other

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order that may be issued by the Bankruptcy Court with the Prepetition Agent's consent). 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

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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 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 of this 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 May 6, 2009 to week ending July 29, 2009 is attached hereto as Exhibit A. Not later than 5:00 p.m. (Eastern time) on Monday of each week commencing with the second such Monday to occur after the Petition Date, the Debtors shall

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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 Steering Committee, the Proposed Budget shall become the "Budget" for 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 commencing with the second such Monday to occur after the Petition Date (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

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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 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 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**

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Obligations”). As adequate protection, the Debtors hereby grant to the Prepetition Agent and the Prepetition Lenders the following:

(a) Adequate Protection Liens. The Prepetition Agent (for itself and for the benefit of the Prepetition Lenders) 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 valid and perfected replacement security interest in, and lien on (the “**Adequate Protection Liens**”), 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) and 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 (collectively, the “**Postpetition Collateral**”); but not including the Debtors’ claims and causes of action under sections 544, 545, 547, 548 or 550 of the Bankruptcy Code (collectively, the “**Avoidance Actions**”), but, subject only to and effective upon entry of the Final Order, the Postpetition Collateral shall include any proceeds or property recovered, unencumbered or

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otherwise that is the subject of successful Avoidance Actions, whether by judgment, settlement or otherwise. 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 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

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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 under 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 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 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 and expenses payable under this paragraph shall be subject to separate or prior approval by this Court (but 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

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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 Creditors' 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 hearing). Nothing contained in this paragraph (c) shall require the Debtors to make any Adequate Protection Payment hereunder if, after giving effect to 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)

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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 U.S. Trustee, 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 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 15 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 Order, the **“Reporting Requirements”**); and

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(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 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 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

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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 and the statutory committee appointed in the Cases (the “**Creditors’ Committee**”) if such committee is not the Tropicana Committee in an aggregate amount not in excess of \$500,000 (it being understood that if the Tropicana Committee becomes the Creditors’ Committee in these Cases, the fees and expenses incurred by the Tropicana Committee shall not be included in the Carve Out); *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, 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.

12. *Limitation on Charging Expenses Against Collateral.* Subject only to and effective upon entry of the Final Order, 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

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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).

13. *Reservation of Rights of the Prepetition Lenders.*

(a) 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 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.

(b) Except on the terms of this Order, at all times before the Termination Date, the Debtors are hereby enjoined and prohibited from at any time (i) using the Cash Collateral, (ii) using the Postpetition Collateral and (iii) applying to any court for an order (other than the Final Order) authorizing the use of the Cash Collateral or the Postpetition Collateral.

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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 to them hereunder. The Adequate Protection Liens granted under this 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 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 this 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

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Code is hereby lifted to permit the filing and recording of a certified copy of this 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 this Order.

(c) A certified copy of this 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 this Order for filing and recording.

(d) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting post-petition liens, in such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the Prepetition Agent in accordance with the terms of this Order.

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

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terminate (the date of any such termination, the “**Termination Date**”) on the earliest to occur of

(i) the date that is thirty days after the Petition Date if the Final Order has not been entered by such date, (ii) the date that this Order or the Final Order (when applicable) ceases to be in full force and effect or is stayed in any respect, (iii) the date that any sale of all or substantially all of the Debtors’ assets is consummated and (iv) 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:

- 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 Order or any Debtor fails to perform any of its obligations under this Order;
- b. On any Reporting Day commencing with the one occurring three weeks after the first Reporting Day, the Debtors shall have permitted 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;

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- c. The Debtors shall have failed to (i) comply with any other covenant or agreement specified in this 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 (3) 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 (3) 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 Order;
- 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 Order without the consent of the Prepetition Agent or (ii) avoiding or requiring repayment of any portion of the

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Adequate Protection Payment, Collateral Payment or other payment to the Prepetition Agent or the Prepetition Lenders required by this 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 this 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 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 30 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 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

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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 Lenders.

The Debtors shall promptly provide notice to the Prepetition Agent (with a copy to counsel for the Creditors' 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 Order shall terminate automatically, (ii) the unpaid Adequate Protection Payments shall automatically become 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 counsel for the Creditors' Committee and the United States Trustee), exercise the rights and remedies available under this 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

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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 this Order shall survive the Termination Date.

17. Preservation of Rights Granted Under the Order.

(a) (i) No claim or lien having a priority superior to or *pari passu* with those granted by this 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 or (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.

(b) Unless all Adequate Protection Obligations shall have been paid in full, the Debtors shall not seek (i) any order modifying or extending this Order without the prior written consent of the Prepetition Agent, and no such consent shall be implied by any other

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action, inaction or acquiescence by 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 Bankruptcy Code) that (i) the 507(b) Claims and Adequate Protection Liens granted to the Prepetition Agent and the Prepetition Lenders under this Order shall continue in full force and effect and shall maintain their priorities as provided in this 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 (i) above, to the fullest extent authorized by statute.

(c) If any or all of the provisions of this 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 or vacation stay, or (ii) the validity or enforceability of any lien or priority authorized or created hereby 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

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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 Order, and the Prepetition Agent and the Prepetition Lenders shall be entitled to all the rights, remedies, privileges and benefits granted in section 363(m) of the Bankruptcy Code and this Order with respect to all uses of Cash Collateral and Adequate Protection Obligations.

(d) Except as expressly provided in this 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 this Order 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, dismissing any of the Cases, 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 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 this Order shall continue in full force and effect until the Adequate Protection Obligations are indefeasibly paid in full.

18. *Effect of Stipulations on Third Parties.* The stipulations and admissions contained in this Order, including without limitation paragraph 5 of this Order, shall be binding upon the

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Debtors: ADAMAR OF NEW JERSEY, INC. and MANCHESTER MALL, INC.
Case No: 09-20711 (JHW)
Caption of Order: INTERIM ORDER (I) AUTHORIZING THE USE OF 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)

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 Order, including in paragraph 5 of this Order, shall be binding upon all other parties in interest, including the Creditors' Committee, unless (a) a party in interest has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in paragraph 19) by no later than the date that is 30 days after the date this Order is entered or 30 days after initial selection of counsel by the Creditors' Committee if such committee is not the Tropicana Committee (or such later date (x) as has been agreed to, in writing, by the Prepetition Agent in its sole discretion 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 and attorneys in connection with matters related to the Prepetition Agreements, the Prepetition Obligations or the Prepetition Collateral, and (b) there is a final order in favor of the plaintiff sustaining any such challenge or claim in any such timely filed adversary proceeding or

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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 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 been, as of the Tropicana 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 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 Order shall nevertheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any official committee (including the Creditors' 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 Order vests or

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confers on any Person (as defined in the Bankruptcy Code), including the Creditors' Committee, 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.

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 this Order or the Prepetition Agreements, (b) assert any Claims or 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 or this 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; *provided* that up to \$25,000 of Cash Collateral in the aggregate may be used to pay the allowed fees and expenses of professionals retained by the Creditors' Committee incurred directly in connection with

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investigating, but not initiating or prosecuting, any Claims and Defenses against the Prepetition Agent or the Prepetition Lenders.

20. *Binding Effect; Successors and Assigns.* The provisions of this Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including the Prepetition Agent, the Prepetition Lenders, the Creditors' Committee, 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. In exercising any rights or remedies as and when permitted under this Order, the Prepetition Agent and the Prepetition Lenders shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (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).

21. *Final Hearing.* The Final Hearing shall be held on _____, 2009 at _____
_____.m. (Eastern time) before this Court.

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The Debtors shall promptly mail copies of this Order (which shall constitute adequate notice of the Final Hearing, including without limitation, notice that the Debtors will seek approval at the Final Hearing of a waiver of rights under section 506(c) of the Bankruptcy Code) to the parties having been given notice of the Interim Hearing, to any other party that has filed a request for notices with this Court and to the Creditors' Committee after the same has been appointed, or committee counsel, if the same shall have been employed. Any party in interest objecting to the relief sought at the Final Hearing shall serve a written objection upon (a) Cole, Schotz, Meisel, Forman & Leonard, P.A., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attention: Michael D. Sirota and Ilana Volkov, attorneys for the Debtors; (b) Cravath, Swaine & Moore LLP, Worldwide Plaza, 825 Eighth Avenue, New York, New York 10019, Attention: Paul H. Zumbro and Robert H. Trust, and Blank Rome LLP, 301 Carnegie Center, 3rd Floor, Princeton, New Jersey 08540, Attention: Joel Shapiro, attorneys for Credit Suisse, as Prepetition Agent, (c) the Office of the United States Trustee for the District of New Jersey and (d) Latham & Watkins, LLP, 885 Third Avenue, New York, NY, 10022, Attention: Mark Broude, and Duane Morris LLP, 1100 North Market Street, Suite 1200, Wilmington, Delaware 19801, Attention: Michael Lastowski, Esq., attorneys for the Prepetition Lenders, and shall file the objection with the Clerk of the United States Bankruptcy Court, District of New Jersey, in each case to allow actual receipt by the foregoing no later than _____, 2009 at 4:00 p.m. (Eastern time).

EXHIBIT A

Adamar of New Jersey

13 Week Cash Flow

(\$ 000's)	1 5/6/2009	2 5/13/2009	3 5/20/2009	4 5/27/2009	5 6/3/2009	6 6/10/2009	7 6/17/2009	8 6/24/2009	9 7/1/2009	10 7/8/2009	11 7/15/2009	12 7/22/2009	13 7/29/2009	Total
Week Ending														
Cash Receipts:														
Casino, net of coin Rooms, Food & Beverage (including taxes)	\$ 5,085	\$ 5,223	\$ 5,115	\$ 6,201	\$ 5,157	\$ 5,270	\$ 5,297	\$ 5,342	\$ 5,446	\$ 7,102	\$ 6,115	\$ 6,136	\$ 6,168	\$ 73,658
Rent Income	1,079	1,109	1,085	1,323	1,095	1,119	1,125	1,135	1,158	1,643	1,493	1,413	1,421	16,200
Other	-	-	-	552	-	-	-	-	552	-	-	-	552	1,655
Jackpot Trust Dividends & Tax Rebates	444	457	447	612	451	461	463	534	477	623	534	536	605	6,644
Total Cash Receipts	6,609	6,789	6,648	10,088	6,702	6,851	6,886	7,011	7,633	9,368	8,142	8,085	11,246	102,058
Cash Disbursements:														
Salaries & Wages	1,798	1,798	1,798	1,798	1,798	1,798	1,798	1,798	1,798	1,828	1,828	1,828	1,828	23,494
Taxes and Benefits	926	1,476	826	626	626	926	1,676	626	626	925	1,475	1,816	625	13,177
Total Payroll	2,724	3,274	2,624	2,424	2,424	2,724	3,474	2,424	2,424	2,753	3,303	3,644	2,453	36,671
Rooms, Food & Beverage	482	496	485	592	490	501	503	508	518	693	594	596	600	7,059
Utilities	900	311	-	-	-	900	418	-	433	900	517	-	-	4,379
Property Taxes	5,360	-	-	-	-	-	-	-	-	-	-	-	-	5,360
Insurance	-	2,032	-	-	225	-	-	-	225	-	388	-	225	3,094
SG&A	1,107	1,107	1,107	1,107	1,107	1,107	1,107	1,107	1,107	1,130	1,130	1,130	1,130	14,485
Capital Expenditures	332	332	332	332	332	332	332	332	332	332	332	332	332	4,319
Repairs and Maintenance	93	31	31	31	378	26	26	26	26	28	28	28	28	782
Total Capital Exp. and R&M	426	363	363	363	711	359	359	359	359	360	360	360	360	5,100
Capital Lease	-	-	-	76	-	-	-	76	-	-	-	76	-	227
Utility Deposits	750	-	-	-	-	-	-	-	-	-	-	-	-	750
Licenses and Taxes	438	497	440	537	444	454	450	460	2,343	610	570	525	528	8,295
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	-	500	618	-	-	-	-	630	-	-	500	794	-	3,042
Parking Fee (NJ)	-	-	225	-	-	-	225	-	-	-	-	225	-	675
Parking Fee (CRDA)	-	-	75	-	-	-	75	-	-	-	-	75	-	225
Critical Vendors & PACA	1,150	-	-	-	-	-	-	-	-	-	-	-	-	1,150
Professional/Lic. Denial Fees	-	-	250	125	-	-	250	1,028	-	-	-	250	921	2,824
Total Cash Disbursements	13,337	9,530	6,188	5,574	5,401	6,395	6,611	6,163	8,437	6,797	8,340	8,026	6,216	97,015
Net Cash Flow	(6,728)	(2,741)	460	4,514	1,301	456	274	847	(804)	2,572	(198)	60	5,029	5,042
Cash Beginning	42,587	35,859	33,118	33,578	38,092	39,393	39,849	40,124	40,971	40,167	42,739	42,541	42,600	42,587
Cash Ending	\$ 35,859	\$ 33,118	\$ 33,578	\$ 38,092	\$ 39,393	\$ 39,849	\$ 40,124	\$ 40,971	\$ 40,167	\$ 42,739	\$ 42,541	\$ 42,600	\$ 47,629	\$ 47,629