

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
A Professional Corporation
25 Main Street
P. O. Box 800
Hackensack, NJ 07602-0800
(201) 489-3000
(201) 489-1536 Facsimile
Michael D. Sirota, Esq.
Ilana Volkov, Esq.
Attorneys for Adamar of New Jersey, Inc. and
Manchester Mall, Inc., Debtors-in-Possession

In re:

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

Debtors-in-Possession.

Case No. 09-20711 (JHW)

Chief Judge: Judith H. Wizmur

**STIPULATION AND CONSENT ORDER FURTHER EXTENDING THE 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 eight (8), is hereby
ORDERED.

(Page 2)

Debtor: ADAMAR OF NEW JERSEY, INC. AND MANCHESTER MALL, INC.
Lead Case No: 09-20711 (JHW)
Caption of Order: STIPULATION AND CONSENT ORDER FURTHER EXTENDING
THE 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

WHEREAS, on April 29, 2009 (the "Filing Date"), Adamar of New Jersey, Inc. ("Adamar") and Manchester Mall, Inc., the within debtors and debtors-in-possession (the "Debtors"), filed voluntary petitions for relief pursuant to Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, since the Filing Date, the Debtors have remained in possession of their assets and continued the management of their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, on June 12, 2009, this Court entered an Order pursuant to 11 U.S.C. §§ 105, 363, 365 and 1113 and Bankruptcy Rules 2002, 6004 and 6006 Approving (I) Asset Purchase Agreement (the "Original Agreement"), (II) Sale of Substantially All the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances and Interests, (III) Authorizing the Assumption and Assignment of Executory Contracts, Unexpired Leases and Collective Bargaining Agreements; and (IV) Granting Other Related Relief [Docket No. 216];

WHEREAS, shortly after the Original Agreement was approved, the steering committee for the Secured Parties (as defined in the Amended Agreement (as defined below)) (the "Steering Committee") requested that the Debtors and the various other non-debtor selling parties amend and restate the Original Agreement to effectuate a "G-Reorganization" pursuant to Section 368(a)(1)(G) of the Internal Revenue Code;

(Page 3)

Debtor: ADAMAR OF NEW JERSEY, INC. AND MANCHESTER MALL, INC.
Lead Case No: 09-20711 (JHW)
Caption of Order: STIPULATION AND CONSENT ORDER FURTHER EXTENDING
THE 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

WHEREAS, following extensive negotiations, the parties agreed upon an Amended and Restated Purchase Agreement. On November 4, 2009, this Court entered an Order pursuant to 11 U.S.C. §§ 105, 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, 7062, 9007 and 9014: (1) Approving Amended and Restated Purchase Agreement (the "Agreement") and Sale of Substantially All the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests; (2) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (3) Granting Other Related Relief [Docket No. 496];

WHEREAS, pursuant to the Agreement, the original outside date by which the transactions contemplated thereby were to close was January 31, 2010 (the "Outside Closing Date"), or such later date as extended in accordance with the terms of the Agreement;

WHEREAS, on November 19, 2009, the New Jersey Casino Control Commission authorized retired New Jersey Supreme Court Justice Gary S. Stein, as trustee and conservator of Adamar, to execute the Agreement;

WHEREAS, the parties must obtain additional regulatory approvals and waivers before a closing on the Agreement can occur;

WHEREAS, to preserve the Debtors' business and assets for the benefit of their creditors and estates, and enable the Debtors to pursue an orderly sale of substantially all their assets pursuant to Section 363 of the Bankruptcy Code, on May 1, 2009 and May 29, 2009, this Court

(Page 4)

Debtor: ADAMAR OF NEW JERSEY, INC. AND MANCHESTER MALL, INC.
Lead Case No: 09-20711 (JHW)
Caption of Order: STIPULATION AND CONSENT ORDER FURTHER EXTENDING
THE 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

entered an Interim Order [Docket No. 47] and Final Order (the "Final Cash Collateral Order") [Docket No. 135], respectively, authorizing the Debtors' use of the Cash Collateral¹ in accordance with the terms and conditions thereof;

WHEREAS, pursuant to paragraph 15 of the Final Cash Collateral Order, the Debtors' use of the Cash Collateral was to terminate "unless otherwise agreed in writing between the Prepetition Agent [(as defined therein)] and the Debtors" on the earliest to occur of, inter alia, December 31, 2009 (the "Cash Collateral Expiration Date");

WHEREAS, because the Cash Collateral Expiration Date was to occur before the then anticipated Closing Date (as defined in the Agreement) on the Agreement, on December 15, 2009, this Court entered an Order (the "Cash Collateral Extension Order") [Docket No. 594] authorizing the Debtors' use of Cash Collateral, in accordance with the terms and conditions of the Final Cash Collateral Order, as amended by the Cash Collateral Extension Order, through and including January 31, 2010 (the "Cash Collateral Extension Date");

¹ All capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Application in Support of the Debtors' Motion for an Order Extending 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 [Docket No. 553].

(Page 5)

Debtor: ADAMAR OF NEW JERSEY, INC. AND MANCHESTER MALL, INC.
Lead Case No: 09-20711 (JHW)
Caption of Order: STIPULATION AND CONSENT ORDER FURTHER EXTENDING
THE 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

WHEREAS, in the middle of January 2010, it became evident that the Specified Parties (as that term is defined in the Agreement) would not obtain the necessary additional regulatory approvals and waivers before the Outside Closing Date and Cash Collateral Extension Date to permit a Closing (as defined in the Agreement) to occur by then;

WHEREAS, on January 21, 2010, the Debtors filed an Application in Lieu of Motion Pursuant to Local Rule 9013-1(j)(1) in Support of Entry of Stipulation and Consent Order Further Extending the 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, 363;

WHEREAS, on January 21, 2010, the Court entered the Stipulation and Consent Order (the "January 21st Stipulation") extending the Debtors' use of Cash Collateral through and including February 28, 2010 (the "Cash Collateral Further Extension Date");

WHEREAS, on February 10, 2010, the parties executed an amendment to the Agreement (the "Amendment" and, together with the Agreement, the "Amended Agreement") which, among other things, extended the Outside Closing Date to March 31, 2010;

WHEREAS, it appears that the Closing (as defined in the Amended Agreement) may occur on February 26, 2010 and, therefore, a further extension of the use of Cash Collateral may not be necessary;

(Page 6)

Debtor: ADAMAR OF NEW JERSEY, INC. AND MANCHESTER MALL, INC.
Lead Case No: 09-20711 (JHW)
Caption of Order: STIPULATION AND CONSENT ORDER FURTHER EXTENDING THE 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

WHEREAS, out of an abundance of caution, however, the Debtors seek a further extension of the use of Cash Collateral through and including the earlier of the Closing Date or March 31, 2010, to pay their postpetition ordinary and necessary business expenses and fund the administration of their Chapter 11 cases;

WHEREAS, pursuant to this Stipulation and Order, the OpCo Agent, at the direction of the Required Lenders (as defined in the OpCo Credit Facility), and the Steering Committee have consented to an extension of the Cash Collateral Further Extension Date to the earlier to occur of the Closing Date or March 31, 2010 on the terms and conditions of this Stipulation and Order; and

WHEREAS, the terms of this Stipulation and Order were negotiated in good faith and at arms' length and are believed to be fair and reasonable and in the best interest of the Debtors, their creditors and estates; and, therefore,

IT IS HEREBY AGREED, CONSENTED TO, ORDERED AND ADJUDGED as follows:

1. The Debtors are authorized to continue to use the Cash Collateral in accordance with the terms and conditions of the Final Cash Collateral Order, as amended by the Cash Collateral Extension Order and the January 21st Stipulation, through the earlier of the Closing Date or March 31, 2010, to pay the Debtor's postpetition ordinary and necessary business

(Page 7)

Debtor: ADAMAR OF NEW JERSEY, INC. AND MANCHESTER MALL, INC.
Lead Case No: 09-20711 (JHW)
Caption of Order: STIPULATION AND CONSENT ORDER FURTHER EXTENDING
THE 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

expenses and fund the administration of their Chapter 11 cases in accordance with and subject to the budget attached hereto as **Exhibit A**.

2. The terms, conditions and provisions of the Final Cash Collateral Order, as amended by the Cash Collateral Extension Order and the January 21st Stipulation, shall remain in full force and effect through the earlier of the Closing Date or March 31, 2010, except that the words "December 31, 2009" in paragraph 15(iv) of the Final Cash Collateral Order shall be replaced with "the earlier of the Closing Date (as that term is defined in the Amended Agreement) or March 31, 2010."

3. Notwithstanding anything herein to the contrary or otherwise, the Debtors' use of Cash Collateral from December 31, 2009 through February 28, 2010 to pay the Debtors' postpetition ordinary and necessary business expenses and fund the administration of their Chapter 11 cases is governed by and subject to the terms, conditions and provisions of the Cash Collateral Extension Order and the January 21st Stipulation, as applicable.

4. This Stipulation and Order shall be valid, binding and enforceable on all parties-in-interest, and be fully effective, as to each, immediately upon its entry.

5. This Court shall retain jurisdiction to enforce the terms of this Order and adjudicate any disputes that arise under or in connection with this Order, or any matter related hereto.

(Page 8)

Debtor: ADAMAR OF NEW JERSEY, INC. AND MANCHESTER MALL, INC.
Lead Case No: 09-20711 (JHW)
Caption of Order: STIPULATION AND CONSENT ORDER FURTHER EXTENDING
THE 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 true copy of this Stipulation and Order shall be served on all parties-in-interest
within seven (7) days hereof.

WE HEREBY CONSENT TO THE FORM, SUBSTANCE
AND ENTRY OF THIS STIPULATION AND ORDER:

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Attorneys for Adamar of New Jersey, Inc. and
Manchester Mall, Inc., Debtors-in-Possession

CRAVATH, SWAINE & MOORE LLP
Attorneys for the OpCo Agent

By: /s/ Ilana Volkov
Ilana Volkov

By: /s/ Robert H. Trust
Robert H. Trust

LATHAM & WATKINS LLP
Attorneys for the Steering Committee

By: /s/ Mark A. Broude
Mark A. Broude

EXHIBIT A

March 2010

	<u>Week Ending</u>	<u>3/10/2010</u>	<u>3/17/2010</u>	<u>3/24/2010</u>	<u>3/31/2010</u>
Cash Receipts:					
Casino, net of coin	\$	4,708	\$ 5,090	\$ 4,941	\$ 5,030
Rooms, Food & Beverage (including taxes)		1,066	1,156	1,121	1,142
Rent Income		-	-	-	532
Other		465	504	489	533
Jackpot Trust Dividends & Tax Rebates		-	-	-	-
Total Cash Receipts		<u>6,239</u>	<u>6,750</u>	<u>6,550</u>	<u>7,236</u>
Cash Disbursements:					
Salaries & Wages		1,706	1,706	1,706	1,706
Taxes and Benefits		<u>965</u>	<u>1,715</u>	<u>665</u>	<u>665</u>
Total Payroll		<u>2,671</u>	<u>3,421</u>	<u>2,371</u>	<u>2,371</u>
Rooms, Food & Beverage		566	566	566	566
Utilities		328	-	-	-
Property Taxes		-	-	-	-
Insurance		-	-	-	-
SG&A		1,095	1,095	1,095	1,095
Capital Expenditures		325	325	325	325
Repairs and Maintenance		<u>41</u>	<u>41</u>	<u>41</u>	<u>41</u>
Total Capital Exp. and R&M		<u>367</u>	<u>367</u>	<u>367</u>	<u>367</u>
Capital Lease		-	-	-	-
Utility Deposits		-	-	-	-
Licenses and Taxes		427	463	449	457
Jackpot Trust		-	350	-	350
CRDA Investment (1.25%)		-	-	-	-
State of NJ Race Track Subsidy		-	-	-	-
Sales & Luxury and Other Taxes		-	-	589	-
Parking Fee (NJ)		-	-	225	-
Parking Fee (CRDA)		-	-	75	-
Critical Vendors & PACA		-	-	-	-
Professional/Lic. Denial Fees		-	-	<u>250</u>	<u>593</u>
Total Cash Disbursements		<u>5,453</u>	<u>6,261</u>	<u>5,986</u>	<u>5,798</u>
Net Cash Flow		786	489	564	1,438
Cash Beginning		<u>50,150</u>	<u>50,936</u>	<u>51,425</u>	<u>51,989</u>
Cash Ending		<u>\$ 50,936</u>	<u>\$ 51,425</u>	<u>\$ 51,989</u>	<u>\$ 53,427</u>