

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
TROPICANA ENTERTAINMENT, LLC, et al. ¹) Case No. 08-10856 (KJC)
)
Debtors) Jointly Administered
)

BALLOT FOR ACCEPTING OR REJECTING THE JOINT PLAN OF REORGANIZATION OF
TROPICANA LAS VEGAS HOLDINGS, LLC AND CERTAIN OF ITS DEBTOR AFFILIATES UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE

Class 3 — LandCo Credit Facility Secured Claims

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS
FOR COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT BY
5:00 P.M. PREVAILING PACIFIC TIME, ON [DATE], 2009 (THE "VOTING DEADLINE").

Certain of the above-captioned debtors (the "LandCo Debtors")² have sent this Ballot to you because our records indicate that you are a holder of a Class 3 LandCo Credit Facility Secured Claim, and, accordingly, you have a right to vote to accept or reject the *Joint Plan of Reorganization of Tropicana Las Vegas Holdings, LLC and Certain of Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the *Order (I) Approving (a) the Disclosure Statement, (b) the Solicitation and Notice Procedures, (c) the Voting and Tabulation Procedures, and (d) the Confirmation Notice and Objection Procedures, and (II) Scheduling a Confirmation Hearing* [Docket No. ____] (the "Disclosure Statement Order") or the *Disclosure Statement for the Joint Plan of Reorganization of Tropicana Las Vegas Holdings, LLC and Certain of Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* and all exhibits thereto (the "Disclosure Statement").

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Adamar Garage Corporation (1225); Adamar of Nevada Corporation (4178); Argosy of Louisiana, Inc. (5121); Atlantic-Deauville Inc. (2629); Aztar Corporation (6534); Aztar Development Corporation (0834); Aztar Indiana Gaming Company, LLC (5060); Aztar Indiana Gaming Corporation (1802); Aztar Missouri Gaming Corporation (8819); Aztar Riverboat Holding Company, LLC (5055); Catfish Queen Partnership in Commendam (4791); Centroplex Centre Convention Hotel, L.L.C. (2613); Columbia Properties Laughlin, LLC (9651); Columbia Properties Tahoe, LLC (1611); Columbia Properties Vicksburg, LLC (0199); CP Baton Rouge Casino, L.L.C. (9608); CP Laughlin Realty, LLC (9621); Hotel Ramada of Nevada Corporation (8259); Jazz Enterprises, Inc. (4771); JMBS Casino LLC (6282); Ramada New Jersey Holdings Corporation (4055); Ramada New Jersey, Inc. (5687); St. Louis Riverboat Entertainment, Inc. (3514); Tahoe Horizon, LLC (9418); Tropicana Development Company, LLC (0943); Tropicana Enterprises (7924); Tropicana Entertainment Holdings, LLC (9131); Tropicana Entertainment Intermediate Holdings, LLC (9214); Tropicana Entertainment, LLC (9263); Tropicana Express, Inc. (0806); Tropicana Finance Corp. (4040); Tropicana Las Vegas Holdings, LLC (9332); Tropicana Las Vegas Resort and Casino, LLC (9355); and Tropicana Real Estate Company, LLC (1107). The location of the Debtors' corporate headquarters and the service address for all Debtors is: 3801 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

² The LandCo Debtors are: Adamar of Nevada Corporation; Hotel Ramada of Nevada Corporation; Tropicana Development Company, LLC; Tropicana Enterprises; Tropicana Las Vegas Holdings, LLC; Tropicana Las Vegas Resort and Casino, LLC; and Tropicana Real Estate Company, LLC.

Your rights are described in the Disclosure Statement. The Disclosure Statement, the Plan, the Disclosure Statement Order, and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package is also available: (i) by contacting the LandCo Debtors' Claims and Solicitation Agent (a) (except Ballots) at its website at <http://www.kccllc.net/tropicana>, (b) by writing to Kurtzman Carson Consultants LLC, Attn: Tropicana Balloting, 2335 Alaska Avenue, El Segundo, California 90245, (c) by calling (888) 733-1425, or (d) by sending an email to tropicanainfo@kccllc.com; or (ii) (except Ballots) for a fee via PACER at <http://www.deb.uscourts.gov/>.³ The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you have received this Ballot in error, please contact the Claims and Solicitation Agent at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 3 LandCo Credit Facility Secured Claims under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If the Claims and Solicitation Agent does not receive your Ballot on or before the Voting Deadline, which is 5:00 p.m. prevailing Pacific time on [DATE], 2009, and if the Voting Deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.

NOTE CONCERNING RIGHTS OFFERING:

Your package contains (i) the Ballot form, which you must complete and return to the Claims and Solicitation Agent in order to vote to accept or to reject the Plan, and (ii) a separate Subscription Form which you must complete and return to the Subscription Agent, as specified in the Subscription Form, in order to participate in the Rights Offering. Please contact the Claims and Solicitation Agent with questions concerning your Ballot, and the Subscription Agent with questions concerning your Subscription Form.

³ The LandCo Debtors' "Claims and Solicitation Agent" means Kurtzman Carson Consultants LLC, in its capacity as notice, claims and balloting agent for the Debtors, pursuant to the Order Authorizing Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Notice, Claims, and Solicitation Agent, entered by the Bankruptcy Court on May 6, 2008 [Docket No. 52].

Item 1. Principal Amount of Class 3 LandCo Credit Facility Secured Claims.

LandCo Credit Facility Claims consist of a LandCo Credit Facility Secured Claim and a LandCo Credit Facility Deficiency Claim. With respect to the amounts set forth in this Ballot, and for purposes of tabulating votes to accept or to reject the Plan, the amount of the Class 3 LandCo Credit Facility Secured Claim shall be the total amount of each Holders' LandCo Credit Facility Claims.

The undersigned hereby certifies that as of the Voting Record Date ([DATE], 2009), the undersigned was the Holder of Class 3 LandCo Credit Facility Secured Claims in the following amount (insert amount in box below):

\$ _____

Item 2. Class 3 LandCo Credit Facility Secured Claims Vote.

The Holder of the Class 3 LandCo Credit Facility Secured Claims set forth in Item 1 votes to (please check one):

ACCEPT THE PLAN REJECT THE PLAN

A VOTE TO ACCEPT THE PLAN CONSTITUTES AN ACCEPTANCE AND CONSENT TO THE SETTLEMENT, RELEASES, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE VIII OF THE PLAN. A VOTE TO REJECT THE PLAN INCLUDES A REJECTION OF ANY RELEASES SET FORTH IN THE PLAN. IF YOU ABSTAIN (CHOOSE NOT TO VOTE), SEE ITEM 3 BELOW. PLEASE SEE ARTICLE VIII OF THE PLAN FOR INFORMATION ABOUT THE SETTLEMENT, RELEASES, EXCULPATION, AND INJUNCTION PROVISIONS.

ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF A CLAIM BUT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED; PROVIDED, HOWEVER, THAT AN ENTITY THAT DOES NOT CAST A VOTE MAY OPT TO REJECT THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN BY CHECKING THE BOX IN ITEM 3 BELOW.

Item 3. Releases.

COMPLETE THIS ITEM 3 ONLY IF YOU DID NOT VOTE TO EITHER ACCEPT OR REJECT THE PLAN IN ITEM 2 ABOVE. PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT AND VOTE TO ACCEPT THE PLAN, YOU ARE AUTOMATICALLY DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN. YOU ARE ALSO DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS OF ARTICLE VIII OF THE PLAN IF YOU DO NOT CAST A VOTE WITH RESPECT TO THE PLAN; HOWEVER, IN THIS INSTANCE ONLY, YOU MAY CHECK THE BOX BELOW TO REJECT THE RELEASE PROVISIONS IN THE PLAN. THE CONFIRMATION HEARING NOTICE YOU RECEIVED WITH THE BALLOT INCLUDES THE RELEASE PROVISIONS CONTAINED IN ARTICLE VIII OF THE PLAN.

The Holder of the Class 3 LandCo Credit Facility Secured Claims set forth in Item 1 elects to (please check one):

Reject the Release Provisions

Item 4. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the LandCo Debtors:

(a) that either: (i) the Entity is the Holder of the Class 3 LandCo Credit Facility Secured Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Class 3 LandCo Credit Facility Secured Claims being voted;

- (b) that the Entity has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) that the Entity has cast the same vote with respect to all Class 3 LandCo Credit Facility Secured Claims in that Class; and
- (d) that no other Ballots with respect to the amount of the Class 3 LandCo Credit Facility Secured Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____
(If other than Holder)

Title: _____

Address: _____

Date Completed: _____

PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

Tropicana Balloting Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245
Telephone: (888) 733-1425

**YOUR BALLOT MUST BE RECEIVED BY THE VOTING DEADLINE, WHICH IS 5:00 P.M.
PREVAILING PACIFIC TIME ON [DATE], 2009.**

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The LandCo Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, a copy of which also accompany the Ballot.
2. The Bankruptcy Court may bind you to the terms of the Plan, if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or to reject the Plan in the boxes provided in Item 2 of the Ballot, or, if you choose not to vote, your decision to opt out of the Release Provisions in the box provided in Item 3 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by the Claims and Solicitation Agent is 5:00 p.m. prevailing Pacific time on [DATE]. If you received a Ballot and a return envelope addressed to the Claims and Solicitation Agent your completed Ballot must be received by the Claims and Solicitation Agent on or before the Voting Deadline.
4. You must vote all of your Claims within a particular Class either to accept or to reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims within the same Class, the LandCo Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the LandCo Debtors determine otherwise in their sole discretion. The method of delivery of Ballots is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Solicitation Agent actually receives the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to the Claims and Solicitation Agent by facsimile, e-mail, or any other electronic means shall not be valid. No Ballot should be sent to any of the LandCo Debtors, the Debtors' agents (other than the Claims and Solicitation Agent), any indenture trustee (unless specifically instructed to do so by the Ballot Instructions), or the LandCo Debtors' financial or legal advisors and if so sent will not be counted.
6. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or to reject the Plan or to opt out of the Release Provisions. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the LandCo Debtors, nor the Claims and Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
8. This Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
9. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the applicable Nominee or its agent, the Claims and Solicitation Agent, the LandCo Debtors, or the Bankruptcy Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder or Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
10. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive.

[BALLOT CODE]

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11. Any Ballot that is completed and executed that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted with respect to the Plan
12. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any Ballot cast by an Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any Ballot cast for a Claim listed on the LandCo Debtors' Schedules as contingent, unliquidated, and/or disputed for which the applicable Bar Date has passed and no Proof of Claim was timely Filed; (d) any unsigned Ballot; (e) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (f) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe that you have received the wrong Ballot, you should contact the Claims and Solicitation Agent at (888) 733-1425 immediately.

PLEASE MAIL YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES,
YOU SHOULD CONTACT THE CLAIMS AND SOLICITATION AGENT AT (888) 733-1425.**

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
TROPICANA ENTERTAINMENT, LLC, et al. ¹) Case No. 08-10856 (KJC)
)
Debtors.) Jointly Administered
)

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT PLAN OF REORGANIZATION OF
TROPICANA LAS VEGAS HOLDINGS, LLC AND CERTAIN OF ITS DEBTOR AFFILIATES UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE**

Class 5 — LandCo Credit Facility Deficiency Claims

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS
FOR COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT BY
5:00 P.M. PREVAILING PACIFIC TIME, ON [DATE], 2009 (THE "VOTING DEADLINE").**

Certain of the above-captioned debtors (the "LandCo Debtors")² have sent this Ballot to you because our records indicate that you are a holder of a Class 5 LandCo Credit Facility Deficiency Claim, and, accordingly, you have a right to vote to accept or reject the *Joint Plan of Reorganization of Tropicana Las Vegas Holdings, LLC and Certain of Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* (the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the *Order (I) Approving (a) the Disclosure Statement, (b) the Solicitation and Notice Procedures, (c) the Voting and Tabulation Procedures, and (d) the Confirmation Notice and Objection Procedures, and (II) Scheduling a Confirmation Hearing* [Docket No. ____] (the "Disclosure Statement Order") or the *Disclosure Statement for the Joint Plan of Reorganization of Tropicana Las*

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Adamar Garage Corporation (1225); Adamar of Nevada Corporation (4178); Argosy of Louisiana, Inc. (5121); Atlantic-Deauville Inc. (2629); Aztar Corporation (6534); Aztar Development Corporation (0834); Aztar Indiana Gaming Company, LLC (5060); Aztar Indiana Gaming Corporation (1802); Aztar Missouri Gaming Corporation (8819); Aztar Riverboat Holding Company, LLC (5055); Catfish Queen Partnership in Commendam (4791); Centroplex Centre Convention Hotel, L.L.C. (2613); Columbia Properties Laughlin, LLC (9651); Columbia Properties Tahoe, LLC (1611); Columbia Properties Vicksburg, LLC (0199); CP Baton Rouge Casino, L.L.C. (9608); CP Laughlin Realty, LLC (9621); Hotel Ramada of Nevada Corporation (8259); Jazz Enterprises, Inc (4771); JMBS Casino LLC (6282); Ramada New Jersey Holdings Corporation (4055); Ramada New Jersey, Inc. (5687); St. Louis Riverboat Entertainment, Inc. (3514); Tahoe Horizon, LLC (9418); Tropicana Development Company, LLC (0943); Tropicana Enterprises (7924); Tropicana Entertainment Holdings, LLC (9131); Tropicana Entertainment Intermediate Holdings, LLC (9214); Tropicana Entertainment, LLC (9263); Tropicana Express, Inc (0806); Tropicana Finance Corp. (4040); Tropicana Las Vegas Holdings, LLC (9332); Tropicana Las Vegas Resort and Casino, LLC (9355); and Tropicana Real Estate Company, LLC (1107). The location of the Debtors' corporate headquarters and the service address for all Debtors is: 3801 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

² The LandCo Debtors are: Adamar of Nevada Corporation; Hotel Ramada of Nevada Corporation; Tropicana Development Company, LLC; Tropicana Enterprises; Tropicana Las Vegas Holdings, LLC; Tropicana Las Vegas Resort and Casino, LLC; and Tropicana Real Estate Company, LLC.

Vegas Holdings, LLC and Certain of Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code and all exhibits thereto (the "Disclosure Statement").

Your rights are described in the Disclosure Statement. The Disclosure Statement, the Plan, the Disclosure Statement Order, and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package is also available: (i) by contacting the LandCo Debtors' Claims and Solicitation Agent (a) (except Ballots) at its website at <http://www.kccllc.net/tropicana>, (b) by writing to Kurtzman Carson Consultants LLC, Attn: Tropicana Balloting, 2335 Alaska Avenue, El Segundo, California 90245, (c) by calling (888) 733-1425, or (d) by sending an email to tropicanainfo@kccllc.com; or (ii) (except Ballots) for a fee via PACER at <http://www.deb.uscourts.gov/>.³ The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. If you believe you have received this Ballot in error, please contact the Claims and Solicitation Agent at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5 LandCo Credit Facility Deficiency Claims under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If the Claims and Solicitation Agent does not receive your Ballot on or before the Voting Deadline, which is 5:00 p.m. prevailing Pacific time on [DATE], 2009, and if the Voting Deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.

³ The LandCo Debtors' "Claims and Solicitation Agent" means Kurtzman Carson Consultants LLC, in its capacity as notice, claims and balloting agent for the Debtors, pursuant to the Order Authorizing Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Notice, Claims, and Solicitation Agent, entered by the Bankruptcy Court on May 6, 2008 [Docket No. 52].

Item 1. Principal Amount of Class 5 LandCo Credit Facility Deficiency Claims.

LandCo Credit Facility Claims consist of a LandCo Credit Facility Secured Claim and a LandCo Credit Facility Deficiency Claim. With respect to the amounts set forth in this Ballot, and for purposes of tabulating votes to accept or to reject the Plan, the amount of the Class 5 LandCo Credit Facility Deficiency Claim shall be the total amount of each Holders' LandCo Credit Facility Claims.

The undersigned hereby certifies that as of the Voting Record Date ([DATE], 2009), the undersigned was the Holder of Class 5 LandCo Credit Facility Deficiency Claims in the following amount (insert amount in box below):

\$ _____

Item 2. Class 5 LandCo Credit Facility Deficiency Claims Vote.

The Holder of the Class 5 LandCo Credit Facility Deficiency Claims set forth in Item 1 votes to (please check one):

ACCEPT THE PLAN REJECT THE PLAN

A VOTE TO ACCEPT THE PLAN CONSTITUTES AN ACCEPTANCE AND CONSENT TO THE SETTLEMENT, RELEASES, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE VIII OF THE PLAN. A VOTE TO REJECT THE PLAN INCLUDES A REJECTION OF ANY RELEASES SET FORTH IN THE PLAN. IF YOU ABSTAIN (CHOOSE NOT TO VOTE), SEE ITEM 3 BELOW. PLEASE SEE ARTICLE VIII OF THE PLAN FOR INFORMATION ABOUT THE SETTLEMENT, RELEASES, EXCULPATION, AND INJUNCTION PROVISIONS.

ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF A CLAIM BUT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED; PROVIDED, HOWEVER, THAT AN ENTITY THAT DOES NOT CAST A VOTE MAY OPT TO REJECT THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN BY CHECKING THE BOX IN ITEM 3 BELOW.

Item 3. Releases.

COMPLETE THIS ITEM 3 ONLY IF YOU DID NOT VOTE TO EITHER ACCEPT OR REJECT THE PLAN IN ITEM 2 ABOVE. PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT AND VOTE TO ACCEPT THE PLAN, YOU ARE AUTOMATICALLY DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN. YOU ARE ALSO DEEMED TO HAVE ACCEPTED THE RELEASE PROVISIONS OF ARTICLE VIII OF THE PLAN IF YOU DO NOT CAST A VOTE WITH RESPECT TO THE PLAN; HOWEVER, IN THIS INSTANCE ONLY, YOU MAY CHECK THE BOX BELOW TO REJECT THE RELEASE PROVISIONS IN THE PLAN. THE CONFIRMATION HEARING NOTICE YOU RECEIVED WITH THE BALLOT INCLUDES THE RELEASE PROVISIONS CONTAINED IN ARTICLE VIII OF THE PLAN.

The Holder of the Class 5 LandCo Credit Facility Deficiency Claims set forth in Item 1 elects to (please check one):

Reject the Release Provisions

Item 4. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the LandCo Debtors:

- (a) that either: (i) the Entity is the Holder of the Class 5 LandCo Credit Facility Deficiency Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Class 5 LandCo Credit Facility Deficiency Claims being voted;
- (b) that the Entity has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) that the Entity has cast the same vote with respect to all Class 5 LandCo Credit Facility Deficiency Claims in that Class; and
- (d) that no other Ballots with respect to the amount of the Class 5 LandCo Credit Facility Deficiency Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of Holder: _____
(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____
(If other than Holder)

Title: _____

Address: _____

Date Completed: _____

PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

Tropicana Balloting Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245
Telephone: (888) 733-1425

**YOUR BALLOT MUST BE RECEIVED BY THE VOTING DEADLINE, WHICH IS 5:00 P.M.
PREVAILING PACIFIC TIME ON [DATE], 2009.**

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The LandCo Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, a copy of which also accompany the Ballot.
2. The Bankruptcy Court may bind you to the terms of the Plan, if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or to reject the Plan in the boxes provided in Item 2 of the Ballot, or, if you choose not to vote, your decision to opt out of the Release Provisions in the box provided in Item 3 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by the Claims and Solicitation Agent is 5:00 p.m. prevailing Pacific time on [DATE]. If you received a Ballot and a return envelope addressed to the Claims and Solicitation Agent your completed Ballot must be received by the Claims and Solicitation Agent on or before the Voting Deadline.
4. You must vote all of your Claims within a particular Class either to accept or to reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims within the same Class, the LandCo Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the LandCo Debtors determine otherwise in their sole discretion. The method of delivery of Ballots is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Solicitation Agent actually receives the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to the Claims and Solicitation Agent by facsimile, e-mail, or any other electronic means shall not be valid. No Ballot should be sent to any of the LandCo Debtors, the Debtors' agents (other than the Claims and Solicitation Agent), any indenture trustee (unless specifically instructed to do so by the Ballot Instructions), or the LandCo Debtors' financial or legal advisors and if so sent will not be counted.
6. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or to reject the Plan or to opt out of the Release Provisions. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the LandCo Debtors, nor the Claims and Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
8. This Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
9. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the applicable Nominee or its agent, the Claims and Solicitation Agent, the LandCo Debtors, or the Bankruptcy Court, you must submit proper evidence to the requesting party to so act on behalf of such Holder or Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
10. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you receive.

[BALLOT CODE]

K&B 44326364-214044273.6

11. Any Ballot that is completed and executed that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted with respect to the Plan
12. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any Ballot cast by an Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any Ballot cast for a Claim listed on the LandCo Debtors' Schedules as contingent, unliquidated, and/or disputed for which the applicable Bar Date has passed and no Proof of Claim was timely Filed; (d) any unsigned Ballot; (e) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (f) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
13. If you believe that you have received the wrong Ballot, you should contact the Claims and Solicitation Agent at (888) 733-1425 immediately.

PLEASE MAIL YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES,
YOU SHOULD CONTACT THE CLAIMS AND SOLICITATION AGENT AT (888) 733-1425.**

EXHIBIT C

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
TROPICANA ENTERTAINMENT, LLC, et al. ¹) Case No. 08-10856 (KJC)
)
Debtors.) Jointly Administered
)

**INSTRUCTIONS TO SUBSCRIPTION FORM FOR HOLDERS OF LANDCO CREDIT
FACILITY CLAIMS FOR RIGHTS OFFERING IN CONNECTION WITH THE FIRST
AMENDED JOINT PLAN OF REORGANIZATION OF TROPICANA LAS VEGAS
HOLDINGS, LLC AND CERTAIN OF ITS DEBTOR AFFILIATES UNDER CHAPTER
11 OF THE BANKRUPTCY CODE**

SUBSCRIPTION EXPIRATION DATE

**THE RIGHTS OFFERING SUBSCRIPTION FORM MUST BE ACTUALLY RECEIVED
BY THE SUBSCRIPTION AGENT BY 5:00 P.M. PREVAILING PACIFIC TIME ON
[DATE].**

Tropicana Las Vegas Holdings, LLC and certain of its debtor affiliates (collectively, the “LandCo Debtors”)² filed (a) on February 26, 2009, the First Amended Joint Plan of Reorganization of Tropicana Las Vegas Holdings, LLC and Certain of Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 1543] (as it may be amended from time

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Adamar Garage Corporation (1225); Adamar of Nevada Corporation (4178); Argosy of Louisiana, Inc. (5121); Atlantic-Deauville Inc. (2629); Aztar Corporation (6534); Aztar Development Corporation (0834); Aztar Indiana Gaming Company, LLC (5060); Aztar Indiana Gaming Corporation (1802); Aztar Missouri Gaming Corporation (8819); Aztar Riverboat Holding Company, LLC (5055); Catfish Queen Partnership in Commendam (4791); Centroplex Centre Convention Hotel, L.L.C. (2613); Columbia Properties Laughlin, LLC (9651); Columbia Properties Tahoe, LLC (1611); Columbia Properties Vicksburg, LLC (0199); CP Baton Rouge Casino, L.L.C. (9608); CP Laughlin Realty, LLC (9621); Hotel Ramada of Nevada Corporation (8259); Jazz Enterprises, Inc. (4771); JMBS Casino LLC (6282); Ramada New Jersey Holdings Corporation (4055); Ramada New Jersey, Inc. (5687); St Louis Riverboat Entertainment, Inc. (3514); Tahoe Horizon, LLC (9418); Tropicana Development Company, LLC (0943); Tropicana Enterprises (7924); Tropicana Entertainment Holdings, LLC (9131); Tropicana Entertainment Intermediate Holdings, LLC (9214); Tropicana Entertainment, LLC (9263); Tropicana Express, Inc. (0806); Tropicana Finance Corp. (4040); Tropicana Las Vegas Holdings, LLC (9332); Tropicana Las Vegas Resort and Casino, LLC (9355); and Tropicana Real Estate Company, LLC (1107). The location of the Debtors’ corporate headquarters and the service address for all Debtors is: 3930 Howard Hughes Parkway, 4th Floor, Las Vegas, Nevada 89169.

² The “LandCo Debtors” are: Adamar of Nevada Corporation; Hotel Ramada of Nevada Corporation; Tropicana Development Company, LLC; Tropicana Enterprises; Tropicana Las Vegas Holdings, LLC; Tropicana Las Vegas Resort and Casino, LLC; and Tropicana Real Estate Company, LLC.

to time, the “Plan”)³ and (b) on February 26, 2009, the Disclosure Statement for the First Amended Joint Plan of Reorganization of Tropicana Las Vegas Holdings, LLC and Certain of Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 1545] (as it may be amended from time to time, the “Disclosure Statement”). In connection with prior versions of the Plan and the Disclosure Statement, on January 16, 2009 the LandCo Debtors filed the Motion of Tropicana Las Vegas Holdings, LLC and Certain of Its Debtor Affiliates for an Order (I) Approving (a) the Disclosure Statement, (b) the Solicitation and Notice Procedures, (c) the Voting and Tabulation Procedures, and (d) the Confirmation Notice and Objection Procedures, and (II) Scheduling a Confirmation Hearing [Docket No. 1378] (the “Motion”). On [DATE], 2009, the Bankruptcy Court entered the Order (I) Approving (a) the Disclosure Statement, (b) the Solicitation and Notice Procedures, (c) the Voting and Tabulation Procedures, (d) the Confirmation Notice and Objection Procedures, and (e) the Procedures Associated with the Rights Offering, and (II) Scheduling a Confirmation Hearing [Docket No. ____] (the “Disclosure Statement Order”), which, among other things, approved certain procedures with respect to the solicitation of votes to accept or to reject the Plan (the “Solicitation Procedures”).

The LandCo Debtors have sent this Subscription Form (the “Subscription Form”) to you because you have represented to the LandCo Debtors that you are a Holder of LandCo Credit Facility Claims as of the Voting Record Date. Pursuant to the Plan, Holders of LandCo Credit Facility Claims have the right to participate in the Rights Offering and to exercise such Holder’s subscription rights to purchase its Primary Allocable Share of Rights Offering Shares (as defined in the Plan, the “Subscription Rights”) on the terms and subject to the conditions set forth in Article IV of the Plan. See Article IV.C. of the Plan and Section IV.C.1.b. of the Disclosure Statement for a description of the Rights Offering.

To the extent you would like to participate in the Rights Offering, please utilize the attached Subscription Form to execute your irrevocable election. Your election is irrevocable. In order to participate in the Rights Offering, you must complete and return the attached Subscription Form to the Subscription Agent, _____, so that such form is actually received by the Subscription Agent on or before _____, 2009 by 5:00 p.m. prevailing Pacific time, as set forth above (the “Subscription Expiration Date”), which also is the date by which you must return your Ballot to vote to accept or reject the Plan.

Payment for your irrevocable election must be made in the amount calculated pursuant to the terms of the Rights Offering (the “Subscription Payment Price”) by wire transfer or bank or cashier’s check so that it is received by the Subscription Agent on or before the date that is ninety days after the Effective Date of the Plan, subject to extension at the discretion of the New LandCo Board (the “Subscription Purchase Price Payment Date.”

³ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

If the Subscription Agent for any reason does not receive from you both a timely and duly completed Subscription Form and timely payment of the Subscription Payment Price, you may be deemed to have relinquished and waived your right to participate in the Rights Offering.

With respect to the attached Subscription Form, only Holders of LandCo Credit Facility Claims as of the Voting Record Date are eligible to subscribe. The Subscription Rights may not be sold, transferred, or assigned in connection with a sale, transfer, or assignment of the underlying LandCo Credit Facility Claim. If you wish to subscribe, you must subscribe for your full Primary Allocable Share of Rights Offering Shares as set forth in the attached Subscription Form.

Your payment of the Subscription Purchase Price will be deposited and held in one or more trust accounts, escrow accounts, treasury accounts, or similar segregated accounts (the "Subscription Accounts"). The Subscription Accounts will be maintained by the Subscription Agent for the purpose of holding the money for administration of the Rights Offering until the Effective Date or such other later date, at the option of the New LandCo Corporation, as set forth in Section IV.C.7. of the Plan. The Subscription Agent will not use such funds for any other purpose prior to such date and will not encumber or permit such funds to be encumbered with any Lien or similar encumbrance.

No interest will be paid to parties exercising Subscription Rights on account of amounts paid in connection with such exercise; provided, that the Subscription Agent will return any payments made pursuant to the Rights Offering, and any interest accrued thereon from the Subscription Expiration Date, (a) to the extent that any portion of the Subscription Purchase Price paid to the Subscription Agent is not used to purchase Rights Offering Shares, the Subscription Agent will return such ratable portion, and any ratable interest accrued thereon, to the applicable Rights Offering Participant within ten (10) Business Days of a determination that such funds will not be used, and (b) if the Rights Offering is cancelled or otherwise has not been consummated by the Subscription Expiration Date, the Subscription Agent will return any payments made pursuant to the Rights Offering, and any interest accrued thereon, to the applicable Rights Offering Participant within ten (10) Business Days thereafter.

Neither New LandCo Corporation nor the Subscription Agent shall be under any duty to give notice of any defect or irregularity in connection with the submission of Subscription Forms or incur any liability for failure to give such notice. Notwithstanding anything to the contrary contained herein, the LandCo Agent and Required LandCo Lenders reserve the right to modify the Rights Offering in order to comply with applicable law, including, without limitation, modifying the Entities otherwise eligible to be Initial Rights Offering Participants and Subsequent Rights Offering Participants and/or the number of Rights Offering Shares available to any Initial Rights Offering Participants or Subsequent Rights Offering Participants.

Your rights are described in the Disclosure Statement. The Disclosure Statement, the Plan, and the Disclosure Statement Order can be obtained: (a) from the Claims and Solicitation Agent (i) at the LandCo Debtors' website: <http://www.kccellc.net/tropicana>, (ii) by writing to Kurtzman Carson Consultants LLC, Attn.: Tropicana LandCo Balloting, 2335 Alaska Avenue, El Segundo,

California 90245, (iii) by calling (888) 733-1425, or (iv) by sending an e-mail to tropicanainfo@kccllc.com; or (b) for a fee via PACER at <http://www.deb.uscourts.gov/>.⁴

By executing the Subscription Form attached hereto, you represent and warrant that you (1) to the extent applicable, are duly organized, validly existing and in good standing under the laws of the jurisdiction of organization, (2) have the requisite power and authority to enter into, execute, and deliver this Subscription Form and to perform your obligations under the Subscription Form and have taken all necessary action required for the due authorization, execution, delivery, and performance by you of your obligations under this Subscription Form, (3) you were a Holder of LandCo Credit Facility Claims as of the Voting Record Date and as of the date you execute the Subscription Form, and (4) agree that the Subscription Form constitutes a valid and binding agreement, enforceable against you in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

Questions. If you have any questions about the Subscription Form or the subscription procedures described herein, please contact the Subscription Agent at: _____.

To subscribe for Rights Offering Shares pursuant to the Rights Offering:

1. **Review Your Claim:** Review the amount of your LandCo Credit Facility Claim, which is comprised of your Class 3 LandCo Credit Facility Secured Claims and Class 5 LandCo Credit Facility Deficiency Claims set forth below in Item 1.
2. **Primary Allocable Share:** Your Primary Allocable Share of Rights Offering Shares is set forth in Item 2a.
3. **Election to Participate in the Primary Subscription:** Elect whether to participate in the Primary Subscription in Item 2b.
4. **Subscription Purchase Price:** Item 2c sets forth your Subscription Purchase Price. You may purchase either all of your Primary Allocable Share of Rights Offering Shares or none at all. You may not purchase an intermediate number of shares.
5. **“Backstop” Shares:** If you hold LandCo Credit Facility Claims, you are eligible to participate in the “backstop” of the Rights Offering as provided in Article IV.C.2. of the Plan and Section IV.C.1.b.(ii) of the Disclosure Statement (the “Oversubscription”). If

⁴ The LandCo Debtors' “Claims and Solicitation Agent” means Kurtzman Carson Consultants LLC, in its capacity as notice, claims and balloting agent for the Debtors, pursuant to the Order Authorizing Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Notice, Claims, and Solicitation Agent, entered by the Bankruptcy Court on May 6, 2008 [Docket No. 52].

you are eligible to purchase “backstop” Rights Offering Shares (the “Backstop Shares”), you may purchase Backstop Shares up to the amount calculated pursuant to Item 3a below (your “Maximum Oversubscription Allocable Share”).

6. **Election to Participate in “Backstop”:** If you are eligible, elect whether to participate in the “backstop” in 3b. Backstop elections made by ineligible Holders will be disregarded.
7. **Participation in Oversubscription:** Insert the number of Rights Offering Shares you would like to purchase pursuant to the Oversubscription up to your Maximum Oversubscription Allocable Share. Item 3c sets forth the price for such Backstop Shares.
8. **Calculate** your aggregate Subscription Purchase Price in Item 4.
9. **Read and Make Payment** pursuant to the instructions set forth in Item 5.
10. **Read and Complete** the certification in Item 6.
11. **Return the Subscription Form** in the pre-addressed envelope to the Subscription Agent, at: _____, so that it is actually received on or before the Subscription Expiration Date. The risk of timely delivery of your Subscription Form is yours, and it is suggested that you may want to consider using an overnight courier.
12. **Make your payment** of the Subscription Purchase Price by wire transfer or bank or cashier’s check so that it is **actually received** by the Subscription Agent on or before the Subscription Purchase Price Payment Date. Please place your claim identification number on either your check or in the comments field available on your wire transfer. Failure to place your claim identification number on either forms of payment may hinder the Subscription Agent from identifying your payment, thereby causing a defect in your election to subscribe to the Rights Offering.

Please make checks payable to _____ and return them in the envelope provided.

Please have wire transfers delivered to:

[subscription agent]
c/o Citibank, N.A.
120 Broadway
New York, New York 10271

Routing Number:
Account Number:
Swift Code:
Special Instructions:
[claim identification number]

**SUBSCRIPTION FORM FOR HOLDERS OF LANDCO CREDIT FACILITY CLAIMS
FOR RIGHTS OFFERING IN CONNECTION WITH THE FIRST AMENDED JOINT
PLAN OF REORGANIZATION OF TROPICANA LAS VEGAS HOLDINGS, LLC AND
CERTAIN OF ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE
BANKRUPTCY CODE (THE "PLAN")¹**

Subscription Expiration Date

**The Subscription Expiration Date is 5:00 p.m. (prevailing Pacific time)
on _____, 2009. Please leave sufficient time for your
Subscription Form to reach the Subscription Agent and be processed.**

**Please consult the Plan and
accompanying Disclosure Statement for additional
information with respect to this Subscription Form.**

Item 1. Aggregate Amount of Your Class 3 and Class 5 Claims.

[Put Label Here]

Name(s) _____

Amount Held \$ _____

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

Item 2.

2a. Your Primary Allocable Share of Rights Offering Shares.

$$\frac{(\text{formula})}{(\text{Primary Allocable Share of Rights Offering Shares})^2} =$$

IF YOU ELECT TO PARTICIPATE, YOU MUST SUBSCRIBE FOR YOUR FULL PRIMARY ALLOCABLE SHARE OF RIGHTS OFFERING SHARES, AS SET FORTH IN ITEM 2a ABOVE.

2b. Irrevocable Election to Participate in the Primary Subscription

Irrevocably elects TO PARTICIPATE in the Rights Offering Irrevocably elects NOT TO PARTICIPATE in the Rights Offering

2c. Primary Subscription Purchase Price. Your Primary Subscription Purchase Price is set forth below. You may purchase either all of your Primary Allocable Share or none at all. You may not purchase an intermediate number of shares.

$$\frac{(\text{Primary Allocable Share of Rights Offering Shares})}{\$ \text{_____ per share}} = \frac{(\text{Primary Subscription Purchase Price})}{}$$

Item 3.

3a. Your Maximum Subscription For “Backstop” Rights Offering Shares.

$$\frac{(\text{Primary Allocable Share of Rights Offering Shares})}{\times 100\%} = \frac{(\text{Maximum Oversubscription Allocable Share of Rights Offering Shares})}{\text{Rounded Down to Nearest Whole Number}}$$

² As set forth in the Plan, Primary Allocable Share means the amount of Rights Offering Shares available for purchase by an Initial Rights Offering Participant pursuant to the Primary Subscription, which share shall be determined by multiplying the Rights Offering Shares by a fraction, the numerator of which is such Initial Rights Offering Participant's aggregate LandCo Credit Facility Claim and the denominator of which is the aggregate of all LandCo Credit Facility Claims

3b. Irrevocable Election to Participate in the Oversubscription.

Irrevocably elects TO PARTICIPATE in the
Oversubscription

Irrevocably elects NOT TO PARTICIPATE in the
Oversubscription

3c. Oversubscription Purchase Price. By filling in the following blanks, you are electing to purchase additional Backstop Shares up to the maximum amount set forth in Part 3a above, on the terms of and subject to the conditions set forth herein and in the Plan. You may purchase no more than the maximum amount. Pursuant to Section IV.C.2 of the Plan, New LandCo Corporation shall review and determine any and all questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights, and (b) your Maximum Oversubscription Allocable Shares may be reduced such that the maximum number of Rights Offering Shares that may be purchased shall be the number of shares principally in exchange for your Claim as contemplated pursuant to section 1145 of the Bankruptcy Code.

 x \$ _____ = _____
 per share
(Insert your Backstop Shares, up to your Maximum Oversubscription Allocable Shares) (Backstop Purchase Price)

Item 4. Subscription Purchase Price. To calculate the Subscription Purchase Price of the Allocable Share for which you have elected to subscribe, complete the following:

 +

 =

(Insert your Primary Subscription Purchase Price) (Insert your Backstop Purchase Price) (Subscription Purchase Price)

Item 5. Payment Instructions. Pursuant to your irrevocable election to exercise your Subscription Rights, you must:

(1) return this Subscription Form to the Subscription Agent so that it is received by the Subscription Agent on or before the Subscription Expiration Date set forth above; and

(2) make your payment of the Subscription Purchase Price by wire transfer or bank or cashier's check so that it is received by the Subscription Agent on or before the Subscription Purchase Price Payment Date. Please place your claim identification number on either your check or in the comments field available on your wire transfer. Failure to place your claim identification number on either forms of payment may hinder the Subscription Agent from identifying your payment, thereby causing a defect in your election to subscribe to the Rights Offering.

Please make bank or cashier's checks payable to the Subscription Agent,
_____. Any wire transfers should be sent to the account of the Subscription
Agent at:

c/o Citibank, N.A.
120 Broadway
New York, NY 10271

Routing Number:
Account Number:
Swift Code:
Special Instructions:
[claim identification number]

Item 6. Subscription Certifications. By completing this Subscription Form, and by paying the Subscription Purchase Price to the Subscription Agent either by bank or cashier's check or by wire transfer in accordance with the instructions set forth in Item 5, I am hereby instructing the Subscription Agent to arrange for the delivery of the Rights Offering Shares to which I subscribed above and affirming the representations and warranties on page 3 of the instructions to this Subscription Form.

Date: _____

Name of Holder: _____
(Print or Type)

Social Security or Federal Tax I.D. No.: _____
(Optional)

Signature: _____

Name of Person Signing: _____
(If other than holder)

Title (if corporation, partnership or LLC): _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

****IMPORTANT****

THIS FORM SHOULD BE RETURNED ONLY TO: _____.

**YOUR BALLOT ON THE PLAN SHOULD BE RETURNED ONLY TO TROPICANA
LANDCO BALLOTING, C/O KURTZMAN CARSON CONSULTANTS, LLC, 2335
ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245.**

EXHIBIT D

**SOLICITATION PROCEDURES FOR THE JOINT PLAN OF REORGANIZATION OF
TROPICANA LAS VEGAS HOLDINGS, LLC AND CERTAIN OF ITS DEBTOR
AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

A. The Voting Record Date

The Bankruptcy Court has approved [_____, 2009], as the record date for purposes of determining, among other things, which Holders of Claims are entitled to vote to accept or to reject the Plan (the "Voting Record Date").¹

B. The Voting Deadline

The Bankruptcy Court has approved [_____, 2009] at 5:00 p.m. prevailing Pacific time, as the voting deadline (the "Voting Deadline") for the Plan. Except as otherwise determined by the LandCo Debtors in their sole discretion, to be counted as votes to accept or to reject the Plan, all Ballots must be properly executed, completed, and delivered by (a) first class mail, (b) overnight courier, or (c) personal delivery, so that they are actually received, in any case, by the LandCo Debtors' Claims and Solicitation Agent, Kurtzman Carson Consultants LLC (the "Claims and Solicitation Agent").

C. Form, Content, and Manner of Notices

1. The Solicitation Package. The following materials shall constitute the solicitation package (the "Solicitation Package"):

- a. the Plan;
- b. the Disclosure Statement;
- c. the Disclosure Statement Order (without exhibits, except the Solicitation Procedures);
- d. the Confirmation Hearing Notice;
- e. the appropriate Ballot² and voting instructions;
- f. a pre-addressed, postage pre-paid return envelope; and

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion of Tropicana Las Vegas Holdings, LLC and Certain of Its Debtor Affiliates for an Order (I) Approving (a) the Disclosure Statement, (b) the Solicitation and Notice Procedures, (c) the Voting and Tabulation Procedures, and (d) the Confirmation Notice and Objection Procedures, and (II) Scheduling a Confirmation Hearing Docket No. 13781 (the "Motion").

² The defined term "Ballot" shall include all ancillary and related information and any amendments or supplements thereto necessary for completing the Ballot.

- g. an appropriate cover letter (i) describing the contents of the Solicitation Package, (ii) explaining that the Plan Supplement will be filed with the Bankruptcy Court at least five days before the Voting Deadline or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and (iii) urging the Holders in each of the Voting Classes to vote to accept the Plan; ;
- h. for Solicitation Packages mailed to Holders of Class 3 LandCo Facility Secured Claims, a Subscription Form in connection with the Rights Offering; and
- i. for Solicitation Packages mailed to Holders of Claims in Classes 4 and 5, a letter from the Creditors Committee regarding the Plan.

2. Distribution of the Solicitation Package. Within approximately seven business days after entry of the Disclosure Statement Order, the Claims and Solicitation Agent shall send materials as follows:

- a. Holders of Claims classified as Impaired Claims entitled to vote to accept or to reject the Plan (the “Voting Classes”) will receive the Solicitation Package.
- b. Holders of Claims that are not classified, Claims classified as Unimpaired Claims, and Claims classified in Classes deemed to reject the Plan will receive:
 - i. the appropriate Notice of Non-Voting Status; and
 - ii. the Solicitation Package (excluding Ballots).
- c. In addition, the Claims and Solicitation Agent will serve all of the materials in the Solicitation Package (except Ballots) on the Entities to whom the LandCo Debtors provided notice of the Motion.

The LandCo Debtors will send the Confirmation Hearing Notice to inform parties that the Plan, the Plan Supplement, the Disclosure Statement, the Disclosure Statement Order, and all other documents in the Solicitation Package can be obtained: (a) from the Claims and Solicitation Agent (i) (except Ballots) at the LandCo Debtors’ website: <http://www.kccllc.net/tropicana>, (ii) by writing to Kurtzman Carson Consultants LLC, Attn.: Tropicana LandCo Balloting, 2335 Alaska Avenue, El Segundo, California 90245, (iii) by calling (888) 733-1425, or (iv) by sending an email c-mail to tropicanainfo@kccllc.com; or (b) (except Ballots) for a fee via PACER at <http://www.deb.uscourts.gov/>.

The LandCo Debtors shall make reasonable efforts to ensure that Creditors who have more than one Claim in a Class (as defined in the Plan) receive no more than one set of the Solicitation Package materials.

3. Notices of Non-Voting Status. In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Facility Claims, Administrative Claims, and Priority Tax Claims have not been classified under the Plan. As such, Holders of these unclassified Claims are not entitled to vote to accept or to reject the Plan. Class 1 Other Priority Claims and Class 2 Other Secured Claims are Unimpaired and will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Priority Claims and Class 2 Other Secured Claims will not be entitled to vote to accept or to reject the Plan. The LandCo Debtors will send to Holders of such unclassified and Unimpaired Claims, in addition to the Solicitation Package (excluding Ballots and the solicitation letter), a Notice of Non-Voting Status with Respect to Classes Deemed to Accept the Plan and Unclassified Claims (substantially in the form attached to the Motion as Exhibit G).

Class 87 Intercompany Claims, Class 98 Yung Interests, and Class 109 Intercompany Interests are Impaired and will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of such Claims and Interests will not be entitled to vote to accept or to reject the Plan. The LandCo Debtors will send to Holders of such Claims and Interests a Solicitation Package (excluding Ballots) and a Notice of Non-Voting Status with Respect to Impaired Classes Deemed to Reject the Plan (substantially in the form attached to the Motion as Exhibit H and along with the Notice of Non-Voting Status with Respect to Classes Deemed to Accept the Plan and Unclassified Claims, the "Notices of Non-Voting Status").

4. Publication of LandCo Debtors' Confirmation Hearing Notice. The LandCo Debtors shall, one time after the Disclosure Statement Hearing, publish the Confirmation Hearing Notice (modified, as appropriate, for such publication) in *The Wall Street Journal* (National Edition).

D. Approval of Voting and Tabulation Procedures

1. Holders of Claims Entitled to Vote. Only the following Holders of Impaired Claims in Voting Classes shall be entitled to vote on the Plan with regard to such Claims:

- a. Holders of Claims for which Proofs of Claims have been timely Filed, as reflected on the Claims Register, as of the Voting Record Date; provided, however, that Holders of Disputed Claims shall not be entitled to vote with respect to such Claims unless they become eligible to vote through a Resolution Event (as defined below);
- b. Holders of Claims that are listed in the LandCo Debtors' Schedules, with the exception of those Claims or Interests that are listed in the Schedules as contingent, unliquidated, and/or disputed (excluding such Claims listed on the LandCo Debtors' Schedules that have been superseded by a timely- Filed Proof of Claim); and
- c. Holders whose Claims arise pursuant to an agreement or settlement with the LandCo Debtors executed prior to the Voting Record Date, as reflected in a document Filed with the Bankruptcy Court, in an order of the

Bankruptcy Court, or in a document executed by the LandCo Debtors pursuant to authority granted by the Bankruptcy Court, regardless of whether a Proof of Claim has been Filed.

The assignee of a transferred and assigned Claim (whether a timely- Filed Claim or a Claim listed on the LandCo Debtors' Schedules) shall be permitted to vote such Claim only if (i) the transfer or assignment has been fully effectuated pursuant to the procedures dictated by Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register as of the close of business on the Voting Record Date and (ii) the transferor and assignor of such Claim would be permitted to vote such Claim if such transfer and assignment had not occurred.

For purposes of determining the Claim amount associated with each Holder's vote, such amount shall not include applicable interest accrued after the Petition Date.

2. Establishing Claim Amounts. In tabulating votes, the following hierarchy shall be used to determine the Claim amount associated with each Creditor's vote:

- a. The Claim amount settled and/or agreed upon by the LandCo Debtors prior to the Voting Record Date, as reflected in a court pleading, stipulation, term sheet, agreement, or other document filed with the Bankruptcy Court, in an order entered by the Bankruptcy Court, or in a document executed by the LandCo Debtors pursuant to authority granted by the Bankruptcy Court;
- b. The Claim amount allowed (temporarily or otherwise) pursuant to a Resolution Event under the procedures set forth in Section E herein;
- c. The Claim amount contained on a Proof of Claim that has been timely filed by the relevant Bar Date (or deemed timely filed by the Bankruptcy Court under applicable law); provided, however, that Ballots cast by Creditors whose Claims are not listed on the LandCo Debtors' Schedules, but who timely filed Proofs of Claim that contain unliquidated or unknown amounts that are not the subject of an objection filed before the Voting Deadline, will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code, and the unliquidated or unknown portion of the Claims will count in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code; provided, further, however, that to the extent the Claim amount contained in the Proofs of Claim is different from the Claim amount set forth in a document filed with the Bankruptcy Court as referenced in Section E.1. herein, the Claim amount in the document filed with the Bankruptcy Court shall supersede the Claim amount set forth on the respective Proof of Claim; and
- d. The Claim amount listed in the LandCo Debtors' Schedules, provided that such Claim is not listed on the LandCo Debtors' Schedules as contingent, disputed, and/or unliquidated and has not been paid.

The Claim amount established pursuant to this Paragraph D.2 shall control for voting purposes only, and shall not be determinative of the Allowed amount of any Claim.

3. General Ballot Tabulation. The following voting procedures and standard assumptions shall be used in tabulating Ballots:

- a. Except as otherwise provided herein, unless a Ballot being furnished is timely submitted on or prior to the Voting Deadline, the LandCo Debtors shall reject such Ballot as invalid and, therefore, decline to count it in connection with Confirmation;
- b. The Claims and Solicitation Agent will date and time-stamp all Ballots when received. The Claims and Solicitation Agent shall retain the original Ballots and an electronic copy of the same for a period of six years after the effective date of the Plan or provide such documents to the OpCo Debtors, unless otherwise ordered by the Bankruptcy Court;
- c. As soon as reasonably practicable before the Confirmation Hearing, unless such other date is set by the Bankruptcy Court, the LandCo Debtors will file a voting report with the Bankruptcy Court. The voting report shall, among other things, delineate every irregular Ballot including, without limitation, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking original signatures, or lacking necessary information, received via facsimile, e-mail, or any other electronic means, or damaged. The voting report shall indicate the LandCo Debtors' intentions with regard to such irregular Ballots;
- d. The method of delivery of Ballots to be sent to the Claims and Solicitation Agent is at the election and risk of each Holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Claims and Solicitation Agent actually receives the original executed Ballot;
- e. An original executed Ballot is required to be submitted by the Entity submitting such Ballot. Delivery of a Ballot to the Claims and Solicitation Agent by facsimile, e-mail, or any other electronic means will not be valid;
- f. No Ballot should be sent to any of the LandCo Debtors, the LandCo Debtors' agents (other than the Claims and Solicitation Agent), any indenture trustee (unless specifically instructed to do so), or the LandCo Debtors' financial or legal advisors, and if so sent will not be counted;
- g. The LandCo Debtors expressly reserve the right to amend from time to time the terms of the Plan in accordance with the terms thereof (subject to compliance with the requirements of section 1127 of the Bankruptcy Code and the terms of the Plan regarding modification);

- h. If multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the latest valid Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot;
- i. **Ballots sent to a Holder of LandCo Credit Facility Claims on account of such Holder's Class 3 LandCo Credit Facility Secured Claims and such Holder's Class 5 LandCo Credit Facility Deficiency Claims shall both indicate only the amount of such Holder's LandCo Credit Facility Claims. Such Holder shall be entitled to vote the entire amount of its LandCo Credit Facility Claims with respect to Class 3 LandCo Credit Facility Secured Claims and Class 5 LandCo Credit Facility Deficiency Claims, and the Ballots for each such Class shall so indicate:**
- j. Holders must vote all of their Claims within a particular Class either to accept or to reject the Plan and may not split such votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the LandCo Debtors may, in their sole discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes;
- k. j.—A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity should indicate such capacity when signing and must submit proper evidence to the requesting party to so act on behalf of such Holder or beneficial Holder;
- l. k.—The LandCo Debtors, subject to contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers will be documented in the voting report;
- m. l.—Neither the LandCo Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the voting report, nor will any of them incur any liability for failure to provide such notification;
- n. m.—Unless waived or as ordered by the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;
- o. n.—In the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Bankruptcy Court will determine whether any vote to accept and/or to reject the Plan

cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;

- p.—Subject to any contrary order of the Bankruptcy Court, the LandCo Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the LandCo Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided, however, that any such rejections will be documented in the voting report;
- q.—If a Claim has been estimated or otherwise allowed for voting purposes only by an order of the Bankruptcy Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution;
- r.—If an objection to a Claim is filed prior to the Voting Record Date, such Claim shall be treated in accordance with the procedures set forth herein; and
- s.—The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the creditor; (ii) any Ballot cast by an Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any Ballot cast for a Claim listed on the LandCo Debtors' Schedules as contingent, unliquidated, and/or disputed for which no Proof of Claim was timely Filed; (iv) any unsigned Ballot or one lacking an original signature; (v) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and (vi) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein.

4. LandCo Credit Facility Claims. The following additional procedures, as well as the aforementioned procedures, shall apply to Class 3 LandCo Credit Facility Secured Claims:

- a. Notwithstanding anything to the contrary in the Disclosure Statement Order or herein, Wells Fargo Bank, N.A., in its capacity as administrative agent under the LandCo Credit Facility (the "LandCo Agent"), shall provide a register to the Claims and Solicitation Agent no later than four business days after the Voting Record Date listing at a minimum the name, address and Claim amount of each Holder of a Class 3 LandCo Credit Facility Secured Claim as of the Voting Record Date (the "Class 3 Voting Information"); provided, however, that the Claims and Solicitation Agent shall be authorized to and shall maintain the confidentiality of the Class 3 Voting Information (including by removing the Class 3 Voting Information from any certificates or affidavits of service and aggregating the votes of such

Holders in any report of the voting of such Holders without listing the Class 3 Voting Information) and shall not be required to disclose the Class 3 Voting Information unless ordered by a court of competent jurisdiction; and

b. Notwithstanding anything to the contrary in the Disclosure Statement Order or herein, after the Effective Date, the Claims and Solicitation Agent shall maintain the confidentiality of the Class 3 Voting Information and original Ballots submitted by the Holders of Class 3 LandCo Credit Facility Secured Claims, by (i) printing and/or preserving one paper copy of the same, and storing such information in a locked safe for six years, and (ii) deleting all electronic copies of the same from its electronic systems. Such stored information shall be maintained as highly confidential and shall not be disclosed absent the prior consent of the LandCo Agent or prior court order.

E. Temporary Allowance of Claims for Voting Purposes

1. If an objection to a Claim is pending on the Voting Record Date, the Holder of such Claim shall receive a copy of the Solicitation Package (excluding Ballots and the solicitation letter) and a Notice of Non-Voting Status with Respect to Disputed Claims (each, a “Disputed Claim Notice”), substantially in the form attached to the Motion as Exhibit F, in lieu of a Ballot. The Disputed Claim Notice shall inform such Entity that its Claim has been objected to and that the Holder of such Claim will not be entitled to vote unless one or more of the following occurs prior to the Voting Deadline: (i) an order by the Bankruptcy Court is entered allowing such Disputed Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing; (ii) an order by the Bankruptcy Court is entered temporarily allowing such Disputed Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (iii) a stipulation or other agreement is executed between the Holder of the Disputed Claim and the LandCo Debtors resolving the objection and allowing the Disputed Claim in an agreed upon amount; or (iv) the pending objection to the Disputed Claim voluntarily is withdrawn by the LandCo Debtors (each, a “Resolution Event”). No later than two (2) Business Days after a Resolution Event, the Claims and Solicitation Agent shall distribute a Ballot and a pre-addressed, postage pre-paid envelope to the relevant Holder of the Disputed Claim, which must be returned to the Claims and Solicitation Agent by no later than the Voting Deadline.

2. If an objection to a Disputed Claim is filed by the LandCo Debtors after the Voting Record Date, the Ballot of the holder of such Disputed Claim will not be counted absent a Resolution Event taking place on or before the LandCo Debtors’ Confirmation Hearing.

F. Settlement, Release, Exculpation, and Injunction Language in the Plan

THE SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION LANGUAGE IN ARTICLE VIII OF THE PLAN WILL BE INCLUDED IN THE DISCLOSURE STATEMENT AND FURTHER NOTICE IS PROVIDED WITH RESPECT TO SUCH PROVISIONS IN THE CONFIRMATION HEARING NOTICE.

G. Amendments to the Plan and the Solicitation Procedures

THE LANDCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO AMEND FROM TIME TO TIME THE TERMS OF THE LANDCO PLAN IN ACCORDANCE WITH THE TERMS THEREOF (SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF SECTION 1127 OF THE BANKRUPTCY CODE AND THE TERMS OF THE PLAN REGARDING MODIFICATION).

THE LANDCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO AMEND OR SUPPLEMENT THE SOLICITATION PROCEDURES TO FACILITATE THE SOLICITATION PROCESS.