

OpCo Debtors
Plan of Reorganization Objection and Response Chart

	Objecting Party	Counsel	Basis for Objection	Response	Status
A	Sandra Hausaman ("Hausaman") Objection [Docket No. 1473]	<i>Pro Se</i> 306 Kenmore Road Brandon, FL 33511 Tel: (601) 831-0139	A. Former employee of Vicksburg Horizon casino believes she was terminated unfairly in 2007.	Hausaman has acknowledged to the OpCo Debtors that this is not a proper objection to confirmation. In any event, the brief in support of Confirmation of the Plan responds to Hausaman's Objection.	Resolved.
B	Internal Revenue Service (the "IRS") Objection [Docket No. 1822]	U.S. Department of Justice Yonatan Gelblum P.O. Box 227 Washington, D.C. 20044 Tel: (202) 305-3136 Fax: (202) 514-6866 yonatan.gelblum@usdoj.gov	A. The Plan provisions regarding payment of the IRS's Allowed Priority Tax Claims with installment payments does not properly include payment of accrued interest on such Claims.	The OpCo Debtors have included clarifying language in the Plan to resolve the IRS's Objection. <u>See</u> Article II.C.	Resolved.

	Objecting Party	Counsel	Basis for Objection	Response	Status
C	<p>ACE American Insurance Company, et al. (the "ACE")</p> <p>Limited Objection</p> <p>[Docket No. 1845]</p>	<p>White and Williams LLP Marc Casarino 824 North Market Street, Suite 902 P.O. Box 709 Wilmington, DE 19899-0709 Tel: (302) 467-4520 Fax: (302) 467-4550 casarinom@whiteandwilliams.com</p> <p>Bazelon Less & Feldman, P.C. Jennifer L. Hoagland Lisa A. Barton 1515 Market Street, Suite 700 Philadelphia, PA 19102 Tel: (215) 568-1155 Fax: (215) 568-9319 jhoagland@bazless.com</p>	<p>A. The Plan anticipates that the coverage provided by the ACE insurance policies will be available, but may modify ACE's rights and obligations under the insurance policies and does not provide for the performance of the OpCo Debtors' obligations thereunder; therefore, the Plan may void coverage under the insurance policies that might otherwise be available.</p> <p>B. The Plan's provisions regarding retained Causes of Action may limit or restrict ACE's rights under the insurance policies with respect to the Causes of Action and are, therefore, inappropriate</p>	<p>This objection is without merit. The coverage provided by the insurance policies is not necessary to implement the Plan. The policies are non-executory, prepetition contracts covering solely prepetition periods (June 2001 to June 2007), and it is appropriate that they are subject to the terms of the Plan. The Reorganized OpCo Debtors will use reasonable efforts to coordinate with ACE with respect to investigating, defending and settling claims subject to the policies but reserve the right to settle such claims under the Plan.</p> <p>This objection is without merit. The insurance policies are non-executory, prepetition contracts covering solely prepetition periods (June 2001 to June 2007), and it is appropriate that they are subject to the terms of the Plan. The Causes of Action are an asset of the OpCo Debtors, not ACE.</p>	<p>Contested and unresolved.</p>

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			<p>C. The insurance policies contain anti-assignment provisions and cannot be assigned.</p>	<p>This objection is without merit. A debtor's contractual rights and other assets, including rights under insurance policies, are typically assignable in bankruptcy, and ACE fails to cite any case law or other authority to the contrary. Additionally, the OpCo Debtors are not assigning the insurance policies, as all of their rights under the insurance policies will vest in the Reorganized OpCo Debtors after the Effective Date.</p>	
			<p>D. The Reorganized OpCo Debtors cannot assume or assign the benefits of the insurance policies without also assuming their continuing obligations under the policies.</p>	<p>This objection is without merit. The insurance policies are non-executory, prepetition contracts and are not being assumed. Whatever rights the OpCo Debtors have under the insurance policies will vest in the Reorganized OpCo Debtors.</p>	
			<p>E. The Plan's dispute resolution procedures violate ACE's rights to participate in the defense and settlement of Claims against the Debtors.</p>	<p>The Reorganized OpCo Debtors will use reasonable efforts to coordinate with ACE in resolving Claims subject to the insurance policies but reserve the right to settle such Claims under the Plan.</p>	

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			<p>F. The Plan's release and injunction provisions may impair ACE's ability to investigate, administer, settle, and/or defend Claims.</p>	<p>The Reorganized OpCo Debtors will use reasonable efforts to coordinate with ACE in resolving Claims subject to the insurance policies but reserve the right to settle such Claims under the Plan. The insurance policies are prepetition contracts covering solely prepetition periods (June 2001 to June 2007), and it is appropriate that they are subject to the terms of the Plan.</p>	
			<p>G. The Plan may limit ACE's rights of recoupment, set-off, and subrogation.</p>	<p>The insurance policies are prepetition contracts covering solely prepetition periods (June 2001 to June 2007), and it is appropriate that they are subject to the terms of the Plan.</p>	

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			H. The Objection proposes what ACE characterizes as “insurance neutrality language.”	The proposed language is not “neutral” but instead attempts to create new, postpetition obligations for the Reorganized OpCo Debtors based on non-executory, prepetition contracts. There is no benefit to the estates from taking on these obligations, as the OpCo Debtors have already paid the insurance premiums and are entitled to call upon the coverage to satisfy appropriate Claims.	
D	Louisiana Department of Revenue (“LDR”) Objection [Docket No. 1849] Amended Objection [Docket No. 1850]	Secretary of the Department of Revenue, State of Louisiana Florence Bonaccorso-Saenz P.O. Box 4064 617 N. Third Street (70802) Baton Rouge, LA 70821-4064 Tel: (225) 219-2080 Fax: (225) 231-6235	A. The Plan provisions regarding payment of LDR’s Allowed Priority Tax Claims with installment payments does not comply with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code. B. The Plan fails to provide default provisions as required by section 1123(a)(5)(G) of the Bankruptcy Code. C. The Exculpation provisions of the Plan improperly purport to release non-Debtor Entities for taxes that may be owed to LDR.	The OpCo Debtors have included clarifying language in the Plan to resolve LDR’s Objection. <u>See Article XIII.R.</u> The OpCo Debtors have included clarifying language in the Plan to resolve LDR’s Objection. <u>See Article XIII.R.</u> The OpCo Debtors have included clarifying language in the Plan to resolve LDR’s Objection. <u>See Article XIII.R.</u>	Resolved.

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			D. The Plan could be construed to require LDR to file a request for payment of an Administrative Claim.	The OpCo Debtors have included clarifying language in the Plan to resolve LDR's Objection. See Article XIII.R.	
E	<p>Icahn Associates Corp. ("Icahn")</p> <p>Objection and Reservation of Rights</p> <p>[Docket No. 1852]</p>	<p>Bayard, P.A. Charlene D. Davis Jamie L. Edmonson Justin R. Alberto 222 Delaware Avenue Suite 900 P.O. Box 25130 Wilmington, DE 19801 Tel: (302) 655-5000 Fax: (302) 658-6395 cdavis@bayardlaw.com jedmonson@bayardlaw.com jalberto@bayardlaw.com</p> <p>Sonnenschein Nath & Rosenthal LLP Peter D. Wolfson Holly S. Falkowitz Oscar N. Pinkas 1221 Avenue of the Americas New York, NY 10020 Tel: (212) 768-6700 Fax: (212) 768-6800 pwolfson@sonnenschein.com hfalkowitz@sonnenschein.com opinkas@sonnenschein.com</p>	A. The Plan Supplement documents may not be in an acceptable form.	The OpCo Debtors reserve the right to respond to any objections from Icahn.	The OpCo Debtors believe that they have resolved the concerns of Icahn.
F	<p>Steering Committee of Senior Secured Lenders (the "Steering Committee")</p> <p>Reservation of Rights</p> <p>[Docket No. 1855]</p>	<p>Duane Morris LLP Michael R. Lastowski 1100 North Market Street, Suite 1200 Wilmington, DE 19801 Tel: (302) 657-4942 Fax: (302) 657-4901 mlastowski@duanemorris.com</p>	A. The Steering Committee reserves its "right" to object to the Plan and the Plan Supplement.	The OpCo Debtors reserve the right to respond to any objection of the Steering Committee.	The OpCo Debtors believe that they have resolved the concerns of the Steering Committee.

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G	<p>Starbucks Corporation ("Starbucks")</p> <p>Reservation of Rights</p> <p>[Docket No. 1861]</p>	<p>Sullivan Hazeltine Allinson LLC William D. Sullivan William A. Hazeltine 4 East 8th Street, Suite 400 Wilmington, DE 19801 Tel: (302) 428-8191 Fax: (302) 428-8195 bsullivan@sha-llc.com whazeltine@sha-llc.com</p> <p>Westerman Ball Ederer Miller & Sharfstein, LLP Thomas A. Draghi, Esq. Mickee M. Hennessy, Esq. 170 Old Country Road, Suite 400 Mineola, New York 11501 Tel: (516) 622-9200 Fax: (516) 622-9212 tdraghi@westermanllp.com mhennesy@westermanllp.com</p>	<p>A. Starbucks reserves its right to file further objections to the Plan with respect to the "Starbucks License Agreement" or any other contractual matter involving Starbucks.</p>	<p>The OpCo Debtors have clarified to Starbucks the treatment of the Starbucks License Agreement under the Plan, and have agreed to address any unresolved, non-Confirmation issues with respect thereto after Confirmation.</p>	<p>Resolved.</p>
H	<p>William J. Yung ("Yung")</p> <p>Objection</p> <p>[Docket No. 1862]</p> <p>[Docket No. 1899] - (Identical entry to Docket No. 1862 created by the</p>	<p>Greenberg Traurig, LLP John W. Weiss Maria J. DiConza 200 Park Avenue New York, NY 10166 Tel: (212) 801-9200 Fax: (212) 801-6400 weissjw@gtlaw.com diconzam@gtlaw.com</p>	<p>A. The classification and treatment of the Insider Claims does not comply with sections 1122 and 1123 of the Bankruptcy Code and provides for unequal treatment of similarity situated creditors in violation of section 1123(a)(4) of the Bankruptcy Code.</p>	<p>Yung has withdrawn his objection to the extent that it argues that Holders of Insider Claims are entitled to the value of the Subscription Rights and Litigation Trust Proceeds.</p>	<p>The OpCo Debtors have resolved Yung's Objection in principle and are finalizing clarifying language in the Plan.</p>

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	Bankruptcy Court. Yung filed electronic and physical copies.)	Greenberg Traurig, LLP Nancy A. Peterman 77 West Wacker Drive, Suite 2500 Chicago, IL 60601 Tel: (312) 456-8400 Fax: (312) 456-8435 petermann@gtlaw.com	B. The treatment of the Insider Claims that are Administrative Claims and Priority Claims violates section 1129(a)(9) of the Bankruptcy Code and impacts the OpCo Debtors' ability to prove that the Plan is feasible under section 1129(a)(11).	The OpCo Debtors clarified that the Insider Claims that are Administrative Claims and Priority Claims are not treated as Insider Claims and are, thus, entitled to the same rights as other Holders of Administrative Claims and Priority Claims. The OpCo Debtors have resolved this objection by amending the definition of "Insider Claims." See Article I.A.64 of the Plan.	
			C. The treatment of Insider Claims denies Yung any recovery on account of such claims.	The OpCo Debtors clarified the manner in which Holders of Insider Claims are entitled to receive a recovery. See Article II.B.7 of the Plan.	
			D. The Plan improperly and inequitably prejudices Yung's rights regarding the Litigation Trust and the Insider Causes of Action.	The OpCo Debtors have clarified the rights of Yung regarding the Litigation Trust and the Insider Causes of Action. See Article IV.B.5.	
			E. The Plan must preserve Yung's defensive rights regarding the Litigation Trust and the Insider Causes of Action.	The OpCo Debtors have clarified the defensive rights of Yung regarding the Litigation Trust and the Insider Causes of Action. See Article IV.B.5.	