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

In re:

TROPICANA ENTERTAINMENT, LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 08-10856 (KJC)

Jointly Administered

Re: Docket Nos. 1740 and 1742

#### PLAN SUPPLEMENT IN SUPPORT OF DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION OF TROPICANA ENTERTAINMENT, LLC AND CERTAIN OF ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

THIS IS THE PLAN SUPPLEMENT (THE "PLAN SUPPLEMENT") FILED IN SUPPORT OF THE FIRST AMENDED JOINT PLAN OF REORGANIZATION OF TROPICANA ENTERTAINMENT, LLC AND CERTAIN OF ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE DATED MARCH 23, 2009 [DOCKET NO. 1740] (THE "PLAN").<sup>2</sup>

FOR THE AVOIDANCE OF DOUBT, THE OPCO DEBTORS<sup>3</sup> (AND WHERE APPLICABLE, THE OPCO AGENT, THE OPCO LENDERS, AND THE REORGANIZED OPCO DEBTORS) EXPRESSLY RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REMOVE, AUGMENT, OR SUPPLEMENT EACH DOCUMENT IN THIS PLAN SUPPLEMENT FROM TIME TO TIME.

Dated: April 10, 2009



<sup>1</sup> 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.

<sup>&</sup>lt;sup>2</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

<sup>&</sup>lt;sup>3</sup> The OpCo Debtors are: Adamar Garage Corporation; Argosy of Louisiana, Inc.; Atlantic-Deauville Inc.; Aztar Corporation; Aztar Development Corporation; Aztar Indiana Gaming Company, LLC; Aztar Indiana Gaming Corporation; Aztar Missouri Gaming Corporation; Aztar Riverboat Holding Company, LLC; Catfish Queen Partnership in Commendam; Centroplex Centre Convention Hotel, L.L.C.; Columbia Properties Laughlin, LLC; Columbia Properties Tahoe, LLC; Columbia Properties Vicksburg, LLC; CP Baton Rouge Casino, L.L.C.; CP Laughlin Realty, LLC; Jazz Enterprises, Inc.; JMBS Casino LLC; Ramada New Jersey Holdings Corporation; Ramada New Jersey, Inc.; St. Louis Riverboat Entertainment, Inc.; Tahoe Horizon, LLC; Tropicana Entertainment Holdings, LLC; Tropicana Entertainment, LLC; Tropicana Finance Corp.

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# <u>Exhibit 1</u>

# **Solicitation Procedures**

# SOLICITATION PROCEDURES FOR THE FIRST AMENDED JOINT PLAN OF REORGANIZATION OF TROPICANA ENTERTAINMENT, LLC AND CERTAIN OF <u>ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE</u>

#### A. The Voting Record Date

The Bankruptcy Court has approved **March 10, 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").<sup>1</sup>

#### **B.** The Voting Deadline

The Bankruptcy Court has approved **April 17, 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 OpCo Debtors in their sole discretion, to be counted as votes to accept or to reject the Plan, all Ballots and Master Ballots must be properly executed, completed, and delivered by (a) first class mail, (b) overnight courier, or (c) personal delivery, so that they are <u>actually received</u>, in any case, by the OpCo Debtors' Claims and Solicitation Agent, Kurtzman Carson Consultants LLC (the "Claims and Solicitation Agent"), or by their Securities Voting Agent, Financial Balloting Group, LLC (the "Securities Voting Agent"), as applicable.

#### C. Form, Content, and Manner of Notices

1. <u>The Solicitation Package</u>. The following materials, in either paper or CD-ROM format, shall constitute the solicitation package (the "Solicitation Package"):

- a. the Plan;
- b. the Disclosure Statement;
- c. the Disclosure Statement Order;
- d. the Solicitation Procedures;
- e. the Confirmation Hearing Notice;
- f. the appropriate Ballot or Master Ballot<sup>2</sup> and voting instructions;

<sup>&</sup>lt;sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the *Motion of Tropicana Entertainment, 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, (d) the Confirmation Notice and Objection Procedures, and (e) the Procedures Associated with the Rights Offering, and (II) Scheduling a Confirmation Hearing* [Docket No. 1379] (the "Motion").

<sup>&</sup>lt;sup>2</sup> The defined terms "Ballot" and "Master Ballot" shall include all ancillary and related information and any amendments or supplements thereto necessary for completing the Ballot and the Master Ballot.

- g. a pre-addressed, postage pre-paid return envelope;
- h. 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 business 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; and
- i. for Solicitation Packages mailed to Holders of Claims in Classes 4, 5, 7, and 8, a letter from the Creditors' Committee regarding the Plan.

2. <u>Distribution of the Solicitation Package</u>. Within approximately seven business days after entry of the Disclosure Statement Order, the Claims and Solicitation Agent and the Securities Voting 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 (<u>excluding</u> Ballots and Master Ballots and the solicitation letter).
- c. In addition, the Claims and Solicitation Agent will serve all of the materials in the Solicitation Package (except Ballots and Master Ballots) on the Entities to whom the OpCo Debtors provided notice of the Motion.

The OpCo Debtors will send the Confirmation Hearing Notice to inform parties that the Plan, the Plan Supplement (once filed), 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 and Master Ballots) at the OpCo Debtors' website: http://www.kccllc.net/tropicana, (ii) by writing to Kurtzman Carson Consultants LLC, Attn.: Tropicana Balloting Center, 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) (except Ballots and Master Ballots) for a fee via PACER at http://www.deb.uscourts.gov/. For Holders of Claims on account of publicly-traded Securities, the Securities Voting Agent can also answer questions regarding the procedures and requirements for voting to accept or to reject the Plan and for objecting to the Plan, provide additional copies of all materials and will oversee the voting tabulation. The Securities Voting Agent can be contacted by: (a) writing to Financial Balloting Group, LLC, 757 Third Avenue, 3rd Floor, New York, New York 10017, Attn: Tropicana Tabulation; or (b) by calling (866) 734-9393.

The OpCo 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. <u>Notices of Non-Voting Status</u>. 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 OpCo Debtors will send to Holders of such unclassified and Unimpaired Claims, in addition to the Solicitation Package (excluding Ballots and Master 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 H**).

Class 9 LandCo Stock Pledge Claims, Class 10 Intercompany Claims, Class 11 Yung Interests, Class 12 JMBS Interests, and Class 13 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 OpCo Debtors will send to Holders of such Claims and Interests a Solicitation Package (excluding Ballots and Master Ballots and the solicitation letter) 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 I**).

4. <u>Publication of OpCo Debtors' Confirmation Hearing Notice</u>. The OpCo 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. <u>Holders of Claims Entitled to Vote</u>. 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; <u>provided</u>, <u>however</u>, 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 OpCo 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 OpCo 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 OpCo 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 OpCo 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 OpCo 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. <u>Establishing Claim Amounts</u>. 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 OpCo 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 OpCo 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;
- The Claim amount contained on a Proof of Claim that has been timely c. 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 OpCo 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 OpCo Debtors' Schedules, <u>provided</u> that such Claim is not listed on the OpCo 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. <u>General Ballot Tabulation</u>. The following voting procedures and standard assumptions shall be used in tabulating Ballots and Master Ballots:

- a. Except as otherwise provided herein, unless a Ballot or Master Ballot being furnished is timely submitted on or prior to the Voting Deadline, the OpCo Debtors shall reject such Ballot or Master Ballot as invalid and, therefore, decline to count it in connection with Confirmation;
- b. The Claims and Solicitation Agent or the Securities Voting Agent, as applicable, will date and time-stamp all Ballots and Master Ballots when received. The Claims and Solicitation Agent or the Securities Voting Agent, as applicable, shall retain the original Ballots and Master 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 OpCo Debtors will file a voting report with the Bankruptcy Court. The voting report shall, among other things, delineate every irregular Ballot and Master Ballot including, without limitation, those Ballots and Master 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 OpCo Debtors' intentions with regard to such irregular Ballots and Master Ballots;
- d. The method of delivery of Ballots or Master Ballots to be sent to the Claims and Solicitation Agent or the Securities Voting Agent, as applicable, is at the election and risk of each Holder, and except as otherwise provided, a Ballot or Master Ballot will be deemed delivered only when the Claims and Solicitation Agent or the Securities Voting Agent, as applicable, actually receives the original executed Ballot or Master Ballot;
- e. An original executed Ballot or Master Ballot is required to be submitted by the Entity submitting such Ballot or Master Ballot. Delivery of a Ballot or Master Ballot to the Claims and Solicitation Agent or the Securities Voting Agent, as applicable, by facsimile, e-mail, or any other electronic means will not be valid;
- f. No Ballot or Master Ballot should be sent to any of the OpCo Debtors, the OpCo Debtors' agents (other than the Claims and Solicitation Agent or the Securities Voting Agent, as applicable), any indenture trustee (unless

specifically instructed to do so), or the OpCo Debtors' financial or legal advisors, and if so sent will not be counted;

- g. The OpCo 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 or Master Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the latest valid Ballot or Master Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot or Master Ballot;
- Ballots sent to a Holder of OpCo Credit Facility Claims on account of such Holder's Class 3 OpCo Credit Facility Secured Claims and such Holder's Class 6 OpCo Credit Facility Deficiency Claims shall both indicate only the amount of such Holder's OpCo Credit Facility Claims. Such Holder shall be entitled to vote the entire amount of its OpCo Credit Facility Claims with respect to Class 3 OpCo Credit Facility Secured Claims and Class 6 OpCo 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 OpCo Debtors may, in their sole discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes;
- k. A person signing a Ballot or Master 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;
- 1. The OpCo Debtors, subject to contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Ballot or Master Ballot at any time, either before or after the Voting Deadline, and any such waivers will be documented in the voting report;
- m. Neither the OpCo Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots and Master Ballots other than as provided in the voting report, nor will any of them incur any liability for failure to provide such notification;

- n. Unless waived or as ordered by the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots and Master Ballots must be cured prior to the Voting Deadline or such Ballots and Master Ballots will not be counted;
- o. 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 OpCo Debtors reserve the right to reject any and all Ballots and Master Ballots not in proper form, the acceptance of which, in the opinion of the OpCo Debtors, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; <u>provided</u>, <u>however</u>, 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 and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the creditor; (ii) any Ballot or Master 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 or Master Ballot cast for a Claim listed on the OpCo Debtors' Schedules as contingent, unliquidated, and/or disputed for which no Proof of Claim was timely Filed; (iv) any unsigned Ballot or Master 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. <u>Master Ballot Voting Procedures</u>. The following additional procedures, as well as the aforementioned procedures, shall apply to Claims of beneficial Holders:

a. The Securities Voting Agent shall distribute or cause to be distributed the appropriate number of copies of Ballots to each beneficial Holder holding a Claim as of the Record Date, including nominees (including their designated agents) identified by the Claims and Solicitation Agent or the

Securities Voting Agent, as applicable, as Entities through which beneficial Holders hold their Claims relating to Securities;

- b. Any nominee that is a holder of record with respect to Securities shall vote on behalf of beneficial Holders of such Securities by (i) immediately distributing the Solicitation Package, including Ballots, it receives from the Securities Voting Agent to all such beneficial Holders, (ii) promptly collecting Ballots from such beneficial Holders that cast votes on the Plan, (iii) compiling and validating the votes and other relevant information of all such beneficial Holders on the Master Ballot, and (iv) transmitting the Master Ballot to the Securities Voting Agent by the Voting Deadline;
- c. Any beneficial Holder holding Securities as a record holder in its own name should vote on the Plan by completing and signing the Ballot and returning it directly to the Securities Voting Agent on or before the Voting Deadline;
- d. Any indenture trustee (unless otherwise empowered to do so) will not be entitled to vote on behalf of beneficial Holders; rather, each such beneficial Holder must submit his or her own Ballot in accordance with the beneficial Holder voting procedures;
- e. Any beneficial Holder holding Securities in "street name" through a nominee must vote on the Plan through such nominee by completing and signing the Ballot and returning such Ballot to the appropriate nominee (or their designated agent) as promptly as possible and in sufficient time to allow such nominee (or their designated agent) to process the Ballot and return the Master Ballot to the Securities Voting Agent prior to the Voting Deadline. Any beneficial Holder ballot for Securities in "street name" that is submitted to the OpCo Debtors, the OpCo Debtors' agents (other than the Claims and Solicitation Agent or the Securities Voting Agent, as applicable), any indenture trustee (unless specifically instructed to do so), or the OpCo Debtors' financial or legal advisors may not be counted for purposes of accepting or rejecting the Plan;
- f. Any Ballot returned to a nominee (or its designated agent) by a beneficial Holder will not be counted for purposes of accepting or rejecting the Plan until such nominee (or its designated agent) properly completes and delivers to the Securities Voting Agent a Master Ballot that reflects the vote of such beneficial Holder by the Voting Deadline or otherwise validates the Ballot in a manner acceptable to the Securities Voting Agent. Nominees (or their designated agent) shall retain all Ballots returned by beneficial Holders for a period of six years after the Effective Date of the Plan or provide such documents to the OpCo Debtors;
- g. If a beneficial Holder holds Securities through more than one nominee or through multiple accounts, such beneficial Holder may receive more than

one Ballot, and each such beneficial Holder should execute a separate Ballot for each block of Securities that it holds through any nominee and must return each such Ballot to the appropriate nominee (or their designated agent); and

h. If a beneficial Holder holds a portion of its Securities through a nominee or nominees and another portion in its own name as the record holder, such beneficial Holder should follow the procedures described in the Solicitation Procedures to vote the portion held in its own name and to vote the portion held by the nominee(s).

5. <u>Master Ballot Tabulation</u>. These rules will apply with respect to the tabulation of Master Ballots and Ballots cast by nominees and beneficial Holders of Class 5 OpCo Noteholder Unsecured Claims:

- a. Votes cast by beneficial Holders through nominees will be applied to the positions held by such nominees, as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a nominee, whether pursuant to a Master Ballot or a prevalidated Ballot, will not be counted in excess of the amount of such Securities held by such nominee as of the Voting Record Date;
- b. If conflicting votes or "over-votes" are submitted by a nominee, whether pursuant to a Master Ballot or a prevalidated Ballot, the OpCo Debtors will attempt to reconcile discrepancies with the nominees;
- c. If over-votes on a Master Ballot or a prevalidated Ballot are not reconciled prior to the preparation of the vote certification, the OpCo Debtors will apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot or the prevalidated Ballots that contained the overvote, but only to the extent of the nominee's position;
- d. For purposes of tabulating votes, each nominee (or their designated agent) or beneficial Holder will be deemed to have voted the principal amount of its Claims;
- e. The following Ballots from beneficial Holders will not be counted in a Master Ballot: (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 unsigned Ballot or one lacking an original signature; (iv) any Ballot not marked to accept or to reject the Plan (unless voted to accept or reject the release provisions) or marked both to accept and reject the Plan; and (v) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein; and

f. A single nominee (or its designated agent) may complete and deliver to the Securities Voting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest dated validly executed Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Ballot.

## 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 Master 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 G, 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 OpCo 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 OpCo 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 OpCo 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 OpCo 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 OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO AMEND FROM TIME TO TIME THE TERMS OF THE OPCO 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 OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO AMEND OR SUPPLEMENT THE SOLICITATION PROCEDURES TO FACILITATE THE SOLICITATION PROCESS.

# Exhibit 2

#### Form of Litigation Trust Agreement

THE ATTACHED DOCUMENT REPRESENTS THE MOST CURRENT DRAFT OF THE LITIGATION TRUST AGREEMENT AS OF THE DATE HEREOF AND REMAINS SUBJECT TO FURTHER NEGOTIATION AND REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING DOCUMENT AT ANY TIME IN ACCORDANCE WITH THE PLAN.

#### TROPICANA LITIGATION TRUST AGREEMENT

TROPICANA LITIGATION TRUST AGREEMENT, dated as of \_\_\_\_\_\_, 2009 (this "<u>Agreement</u>"), by and among TROPICANA ENTERTAINMENT, LLC, TROPICANA LAS VEGAS HOLDINGS, LLC and each of their subsidiaries party hereto, in their capacities as debtors and debtors in possession and on behalf of themselves and their respective chapter 11 estates (each a "<u>Debtor</u>" and, collectively, the "<u>Debtors</u>"), as settlors, and \_\_\_\_\_\_, as trustee of the Trust referred to herein (in such capacity, the "<u>Trustee</u>"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the First Amended Joint Plan of Reorganization of Tropicana Entertainment, LLC and Certain of Its Debtor Affiliates dated \_\_\_\_\_\_\_, 2009 (the "<u>OpCo Plan</u>") and the First Amended Joint Plan of Tropicana Las Vegas Holdings, LLC and certain of Its Debtor Affiliates dated \_\_\_\_\_\_\_, 2009 (the "<u>LandCo Plan</u>" and together with the OpCo Plan, sometimes referred to herein as the "<u>Plans</u>") as applicable depending upon the context.

#### Background

A. On May 5, 2008, each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

B. On or about \_\_\_\_\_, 2009, the Bankruptcy Court entered an order confirming the OpCo Plan; and on or about \_\_\_\_\_\_, 2009, the Bankruptcy Court entered an order confirming the LandCo Plan (the "<u>Confirmation Orders</u>");

C. The Plans provide that, on the Effective Date, the Debtors shall grant, assign, transfer, convey and deliver all of their right, title, and interest in and to the Insider Causes of Action to the Tropicana Litigation Trust (also sometimes referred to herein as the "<u>Trust</u>") on behalf, and for the benefit, of the Holders of Allowed Class 4 Claims, Allowed Class 5 Claims, and Allowed Class 6 Claims under the OpCo Plan and each of their respective successors, assigns and heirs (the <u>"OpCo Holders</u>") and the Holders of Allowed Class 4 Claims, Allowed Class 5 Claims, and Allowed Class 6 Claims under the LandCo Plan and each of their respective successors, assigns and heirs (the <u>"LandCo Holders</u>" and, together with the OpCo Holders, the "<u>LT Beneficiaries</u>") solely for distribution to or on behalf of the LT Beneficiaries in accordance with this Agreement, the Plans and the Confirmation Orders;

D. The Trust is being created pursuant to this Agreement for the purposes of liquidating the Trust Assets and distributing or utilizing the proceeds thereof (the "<u>Trust</u> <u>Proceeds</u>") to or for the benefit of the LT Beneficiaries, as described in Article IV.B.5 of the OpCo Plan and Article IV.G of the LandCo Plan subject to the terms hereof; and

E. The Trustee shall have all powers necessary to implement the provisions of this Agreement and administer the Trust, including, without limitation, the power to: (i) prosecute for the benefit of the LT Beneficiaries any Insider Causes of Action that may from time to time be held by the Trust, including Insider Causes of Actions of the New Jersey Entities that may be added to the Trust subsequent to its creation; (ii) preserve, maintain and liquidate the Trust Assets; (iii) distribute to or utilize the Trust Proceeds for the benefit of the LT Beneficiaries; (iv) coordinate with the Reorganized OpCo Debtors and the Liquidating LandCo Debtors to object to

and reconcile disputed Class 4, 5 and 6 Claims under the OpCo Plan and disputed Class 4 and 6 Claims under the LandCo Plan; and (v) otherwise perform the functions and take the actions provided for or permitted in the Plans, this Agreement or in any other agreement executed pursuant to the Plans, in each case subject to the provisions of <u>Article VI</u> of this Agreement.

#### Agreement

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the Debtors and the Trustee agree as follows:

#### ARTICLE I DECLARATION OF TRUST

1.1 <u>Creation of Trust</u>. The Debtors and the Trustee, pursuant to the Plans and the Confirmation Orders, and in accordance with the applicable provisions of chapter 11 of the Bankruptcy Code, hereby constitute and create the Trust, which shall bear the name "Tropicana Litigation Trust." In connection with the exercise of the Trustee's power hereunder, the Trustee may use this name or such variation thereof as the Trustee sees fit.

1.2 <u>Purpose of Trust</u>. The purpose of this Agreement is to implement Article IV.B.5 of the OpCo Plan and Article IV.G of the LandCo Plan on behalf, and for the benefit, of the LT Beneficiaries, and to serve as a mechanism for liquidating and converting to cash the Trust Assets and distributing the Trust Proceeds to or utilizing the Trust Proceeds for the benefit of the LT Beneficiaries in accordance with this Agreement, the Plans and the Confirmation Orders.

#### 1.3 <u>Transfer of Trust Assets</u>.

In partial satisfaction (in addition to any other distributions provided for (a) under the Plans) of Allowed Class 4 Claims, Allowed Class 5 Claims, and Allowed Class 6 Claims under the OpCo Plan and Allowed Class 4 Claims, Allowed Class 5 Claims, and Allowed Class 6 Claims under the LandCo Plan, the Debtors hereby transfer as of the Effective Date, for the sole benefit of the LT Beneficiaries, pursuant to sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code and in accordance with the Plans and the Confirmation Orders, the Trust Assets to the Trust, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other entities to the maximum extent contemplated by and permissible under section 1141(c) of the Bankruptcy Code. Nothing in this Agreement is intended to, or shall be construed to, effect a release, extinguishment or compromise of any Insider Cause of Action transferred to the Trust pursuant to this Agreement. For the avoidance of doubt, the term "Trust Assets" includes all Insider Causes of Action of the Debtors (and the New Jersey Entities, as applicable) that were not divested or released prior to the Effective Date. The Trust Assets, which include the Trust Proceeds and all other property held from time to time by the Trust under this Agreement and any earnings, including without limitation interest, on any of the foregoing (collectively, the "Trust Property"), are to be held and applied by the Trustee in accordance with the terms hereof for the benefit of the LT Beneficiaries, and for no other party, subject to the further covenants, conditions and terms hereinafter set forth.

(b) Solely to the extent that Bankruptcy Court rules on or prior to the Confirmation Hearing that any Insider Cause of Action (a "<u>Retained Action</u>") cannot be

transferred to the Trust because of a restriction on transferability under applicable nonbankruptcy law that is not superseded by section 1123 or any other provision of the Bankruptcy Code, such Retained Action shall be retained by the applicable Debtors and Estates. The proceeds of any such Retained Action shall be distributed to the Trust. The Trustee may commence an action in a court of competent jurisdiction to resolve any dispute regarding the proper allocation of the proceeds of any Retained Action. To the extent necessary or appropriate, the Trustee may be designated as a representative of one or more of the Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce or pursue any Retained Action that remains property of the Estates after the Effective Date.

## (c) For all federal, state and local income tax purposes:

(i) Each OpCo Holder shall be treated as transferring its Allowed Class 4 Claim(s), Allowed Class 5 Claim(s), and Allowed Class 6 Claim(s) to the Debtors in exchange for the Holder's share of the "<u>OpCo Portion</u>" (as defined in <u>Section 4.3(a)</u> of this Agreement) of the Trust Assets, in addition to other distributions to which the Holder is entitled under the OpCo Plan, and then as transferring the Holder's share of the OpCo Portion of the Trust Assets (subject to the liabilities) to the Trust in exchange for such Holder's share of the OpCo Portion of the Trust Proceeds in accordance with the terms of <u>Section 4.3(a)</u> of this Agreement (also sometimes referred to herein as "<u>Beneficial Interests</u>"); and

(ii) Each LandCo Holder shall be treated as transferring its Allowed Class 4 Claim(s), Allowed Class 5 Claim(s), and Allowed Class 6 Claim(s) to the Debtors in exchange for the Holder's share of the "LandCo Portion" (as defined in <u>Section 4.3(a)</u> of this Agreement) of the Trust Assets, in addition to other distributions to which the Holder is entitled under the LandCo Plan, and then as transferring the Holder's share of the LandCo Portion of the Trust Assets (subject to the liabilities) to the Trust in exchange for such Holder's share of the LandCo Portion of the Trust Proceeds in accordance with the terms of <u>Section 4.3(a)</u> of this Agreement (also sometimes referred to herein as "<u>Beneficial Interests</u>").

(d) The Debtors, the Trustee and the LT Beneficiaries shall each value the Trust Assets and liabilities consistently for federal and other income tax purposes. After the Effective Date, the Trustee, in reliance upon such professionals as the Trustee may retain, shall make a good faith valuation of the Trust Assets no later than 180 days following the Effective Date. Such valuation shall be made available from time to time, to the extent necessary or appropriate as reasonably determined by the Trustee in reliance on its professionals (which may include posting such valuation on a website established by the Trust), and used consistently by all parties (including, without limitation, the Debtors, the Trustee and the LT Beneficiaries) for federal and other income tax purposes.

1.4 <u>Liquidation of Trust Assets</u>. The Trustee shall, in an expeditious but orderly manner and subject to the other provisions of the Plans and this Agreement, liquidate and convert to cash the Trust Assets, make timely distributions in accordance with the terms hereof and not unduly prolong the existence of the Trust. The Trustee shall exercise reasonable business judgment and liquidate the Trust Assets to maximize net recoveries; <u>provided that</u> the Trustee

shall be entitled to take into consideration the risks, timing and costs of potential actions in making determinations as to the maximization of recoveries. Such liquidations may be accomplished through the prosecution, compromise and settlement, abandonment or dismissal of any or all Insider Causes of Action or otherwise, or through the sale or other disposition of the Trust Property (in whole or in combination, and including the sale of any Insider Causes of Action). Pursuant to an agreed-upon budget in accordance with <u>Section 4.5(b)</u> of this Agreement, the Trustee may incur any reasonable and necessary expenses in connection with the liquidation and conversion of the Trust Assets into cash.

1.5 <u>Appointment and Acceptance of Trustee</u>. The Trustee shall be deemed to be appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Trustee accepts the Trust created by this Agreement and the grant, assignment, transfer, conveyance and delivery to the Trustee, on behalf, and for the benefit, of the LT Beneficiaries, by the Debtors of all of their respective right, title and interest in the Trust Assets, upon and subject to the terms and conditions set forth herein, in the Plans and in the Confirmation Orders.

1.6 <u>No Reversion to Debtors</u>. In no event shall any part of the Trust Property revert to or be distributed to any of the Debtors.

1.7 <u>Incidents of Ownership</u>. The LT Beneficiaries shall be the sole beneficiaries of the Trust, the Trust Assets and the Trust Property, and the Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein, in the Plans and in the Confirmation Orders, including, but not limited to, those powers set forth in Article VI of this Agreement.

#### ARTICLE II <u>LT BENEFICIARIES</u>

Conflicting Claims. If any conflicting claims or demands are made or asserted 2.1with respect to a Beneficial Interest, the Trustee shall be entitled, at its sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the Trustee may elect to make no payment or distribution with respect to the Beneficial Interest represented by the claims or demands involved, or any part thereof, and the Trustee shall refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, the Trustee shall not be or become liable to any party for its refusal to comply with any of such conflicting claims or demands. The Trustee shall be entitled to refuse to act until either (a) the rights of the adverse claimants have been adjudicated by a Final Order or (b) all differences have been resolved by a written agreement among all of such parties and the Trustee, which agreement shall include a complete release of the Trust and the Trustee (the occurrence of either (a) or (b) being referred to as a "Dispute Resolution" in this Section 2.1). Until a Dispute Resolution is reached with respect to such conflicting claims or demands, the Trustee shall hold in a segregated interest-bearing account with a United States financial institution any payments or distributions from the Trust to be made with respect to the Beneficial Interest at issue. Promptly after a Dispute Resolution is reached, the Trustee shall transfer the payments and distributions, if any, held in the segregated account, together with any interest and income generated thereon, in accordance with the terms of such Dispute Resolution.

2.2 <u>Rights of LT Beneficiaries</u>. Each LT Beneficiary shall be entitled to participate in the rights and benefits due to an LT Beneficiary hereunder according to the terms of its Beneficial Interest. Each LT Beneficiary shall take and hold the same, subject to all the terms and conditions of this Agreement and the applicable Plan and Confirmation Order. The interest of an LT Beneficiary is hereby declared and shall be in all respects personal property. Except as expressly provided hereunder, an LT Beneficiary shall have no title to, right to, possession of, management of or control of the Trust or the Trust Property.

2.3 <u>Interest Beneficial Only</u>. The ownership of a Beneficial Interest in the Trust shall not entitle any LT Beneficiary to any title in or to the Trust Property or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein.

2.4 <u>Evidence of Beneficial Interest</u>. Ownership of a Beneficial Interest in the Trust shall not be evidenced by any certificate, security or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Trust by the Trustee (or any agent appointed by the Trustee for purposes of maintaining a record of the LT Beneficiaries and their respective Beneficial Interests in the Trust). The Trustee shall, upon written request of a holder of a Beneficial Interest, provide reasonably adequate documentary evidence of such holder's Beneficial Interest, as indicated in the books and records of the Trust. The expense of providing such documentation shall be borne by the requesting LT Beneficiary.

2.5 <u>Transfers of Beneficial Interests</u>. The Beneficial Interests in the Trust have not been registered pursuant to the Securities Act of 1933, as amended, or any state securities law. If the Beneficial Interests constitute "securities," the parties hereto intend that the exemption provisions of section 1145 of the Bankruptcy Code shall apply to the Beneficial Interests. The Beneficial Interests shall not be capable of being, and shall not be, transferred, assigned, pledged or hypothecated, in whole or in part except that each LT Beneficiary may transfer its beneficial interests to an affiliate of such LT Beneficiary. Any transfer, assignment, pledge or hypothecation of a Beneficial Interest or any part thereof in violation of this <u>Section 2.5</u> shall be void *ab initio*.

2.6 <u>Limited Liability</u>. No provision of this Agreement, the Plans or the Confirmation Orders, and no mere enumeration herein of the rights or privileges of any Beneficial Interest holder, shall give rise to any liability of such Beneficial Interest holder solely in its capacity as such, whether such liability is asserted by the Debtors, by creditors or employees of the Debtors, or by any other Person. Beneficial Interest holders are deemed to receive the Trust Property in accordance with the provisions of this Agreement, the Plans and the Confirmation Orders in exchange for their Allowed Class 4 Claims, Allowed Class 5 Claims, and Allowed Class 6 Claims under the OpCo Plan and their Allowed Class 4 Claims, Allowed Class 5 Claims, and Allowed Class 6 Claims under the LandCo Plan, as applicable, without further obligation or liability of any kind, but subject to the provisions of this Agreement.

#### ARTICLE III DURATION AND TERMINATION OF TRUST

3.1 Duration. The Trust shall become effective upon the Effective Date and shall remain and continue in full force and effect until terminated as provided herein. The Trust shall terminate upon the occurrence of the earlier of (a) the full liquidation, administration and distribution of the Trust Property in accordance with the Plans, the Confirmation Orders and this Agreement and the full performance of all other duties and functions of the Trustee set forth in the Plans, the Confirmation Orders and this Agreement or (b) the fifth anniversary of the Effective Date, subject to one or more finite extensions, which must be approved by the Bankruptcy Court pursuant to the terms set forth in the Plans within six months prior to the thencurrent termination date and provided that the Trustee receives an opinion of counsel or a favorable ruling from the Internal Revenue Service to the effect that any such extension would not adversely affect the status of the Trust as a grantor trust for federal income tax purposes. Notwithstanding anything to the contrary in this Agreement, in no event shall the Trustee unduly prolong the duration of the Trust, and the Trustee shall, in the exercise of its reasonable business judgment and in the interests of the LT Beneficiaries, at all times endeavor to (i) liquidate the Trust Property to maximize net recoveries and (ii) otherwise terminate the Trust as soon as practicable in accordance with this Agreement.

3.2 <u>Continuance of Trust for Winding Up</u>. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of all the Trust Property, the Trustee shall retain the books, records and files that shall have been delivered to or created by the Trustee. At the Trustee's discretion, all of such records and documents may be destroyed at any time following the date that is six years after the final distribution of Trust Property (unless such records and documents are necessary to fulfill the Trustee's obligations pursuant to <u>Section 4.8(a)</u> and <u>Article VI</u> of this Agreement) subject to the terms of any joint prosecution and common interests agreement(s) to which the Trustee may be a party. Except as otherwise specifically provided herein, upon the final distribution of Trust Property, the Trustee shall be deemed discharged and have no further duties or obligations hereunder, except to account to the LT Beneficiaries as provided in <u>Section 4.5</u> of this Agreement and as may be imposed on the Trustee by virtue of <u>Article VI</u> of this Agreement, and the Trust will be deemed to have been dissolved.

#### ARTICLE IV ADMINISTRATION OF TRUST

4.1 <u>Litigation Trust Loan</u>. The Reorganized OpCo Corporation (the "<u>Lender</u>") shall provide a loan to the Trust (the "<u>Loan</u>") up to an aggregate principal amount of <u>\$</u> in order to provide the Trust with funds to satisfy the necessary costs and expenses incurred by the Trust in connection with the administration and liquidation of the Trust Property. The Loan shall be evidenced by an agreement (the "<u>Loan Agreement</u>") which shall contain the terms and conditions described in this Section 4.1, including a schedule evidencing the amounts of the draws made on the Loan, and which shall be satisfactory in form and substance to the Litigation Trust Committee.

(a) <u>Commitment</u>. The Trustee may request draws (a "<u>Draw</u>") on the Loan from time to time to pay costs and expenses incurred in arrears, up to an aggregate principal amount of \$\_\_\_\_\_\_. The Loan will not be a revolving credit facility; accordingly, Trust Property applied to amounts outstanding under the Loan will not increase the availability of borrowing thereunder.

(b) <u>Making of Draws; Notice</u>. Whenever the Trustee desires to make a Draw, the Trustee shall give to Lender and the Litigation Trust Committee reasonable prior notice (which need not be in writing) of the amount and date on which such Draw is to be made.

(c) <u>Interest</u>. Interest shall accrue on a daily basis on the outstanding principal balance at a rate of \_\_\_\_\_ and 00/100 percent (\_\_\_.00%) per annum. Any accrued and unpaid interest on each anniversary shall be added to principal and thereafter bear interest as provided in this <u>Section 4.1(c)</u>.

(d) <u>Payments</u>. The Trustee may, at its option, prepay all or any part of the accrued interest and principal of the outstanding principal balance from time to time, without premium or penalty. All payments made by the Trustee shall be applied first, to unpaid accrued interest, and second, to principal.

(e) <u>Priority</u>. The Loan will be a senior loan with priority over the rights of the LT Beneficiaries to the Trust Property. The Trustee may not distribute Trust Property to the LT Beneficiaries until the Loan is paid in full and terminated.

4.2 Payment of Claims, Expenses and Liabilities. Subject to the budget agreed upon by the Litigation Trust Committee in accordance with Section 4.5(b) of this Agreement, the Trustee shall expend the cash of the Trust: (a) to pay reasonable administrative expenses of the Trust that are incurred (including, but not limited to, any taxes imposed on the Trust or professional fees and expenses in connection with the administration and liquidation of the Trust Property and preservation of books and records as provided in Section 3.2 of this Agreement); (b) to satisfy the Loan and other obligations or other liabilities incurred or assumed by the Trust (or to which the Trust Property is otherwise subject) in accordance with the Loan Agreement, the Plans, the Confirmation Orders or this Agreement (it being understood that the Trust has not assumed any obligations or liabilities of the Debtors), including fees and costs incurred in connection with the protection, preservation, liquidation and distribution of the Trust Assets and Trust Property, and reasonable, documented out-of-pocket expenses of the Litigation Trust Committee members (other than fees and expenses of counsel for the individual members ("LTC <u>Reimbursable Expenses</u>")), which LTC Reimbursable Expenses shall be paid within ten (10) days of receipt by the Trustee of a request for reimbursement from any Litigation Trust Committee member, and the costs of investigating, prosecuting and resolving the Insider Causes of Action; and (c) to satisfy any other obligations of the Trust expressly set forth in the Plans, including the LT Beneficiaries.

# 4.3 <u>Distributions</u>.

(a) <u>Generally and Litigation Trust Reserve</u>. The Litigation Trust Proceeds shall be allocated as between the OpCo Holders in the aggregate (referred to herein as the "<u>OpCo</u>

<u>Portion</u>"), on the one hand, and the LandCo Holders in the aggregate (referred to herein as the "<u>LandCo Portion</u>"), on the other hand, as agreed by all of the OpCo Litigation Trust Subcommittee and the LandCo Litigation Trust Subcommittee, or their assignees; <u>provided that</u> if they are unable to make such determination, the Trustee shall petition a court of competent jurisdiction to determine the OpCo Portion and the LandCo Portion. After payment in full and termination of the Loan (the "Loan Termination Date"), Trust Property Available for Distribution (as defined below) shall be distributed to the LT Beneficiaries as follows:

(i) the OpCo Portion of the Trust Property Available for Distribution (as defined below) shall be divided into the OpCo Lenders Litigation Trust Proceeds and the Unsecured Creditors Litigation Trust Proceeds. The Unsecured Creditors Litigation Trust Proceeds shall be distributed Pro Rata among the Holders of Allowed Class 4 Claims and Allowed Class 5 Claims under the OpCo Plans. The OpCo Lenders Litigation Trust Proceeds shall be distributed Pro Rata among the Holders of Allowed Class 6 Claims; and

(ii) the LandCo Portion of The Trust Property Available for Distribution shall be distributed to the LandCo Holders on a Pro Rata basis;

provided, however, that if either the OpCo Plan or the LandCo Plan has not been confirmed as of the Loan Termination Date, then the Trustee shall retain in the Litigation Trust Reserve any Trust Proceeds to be distributed to the Holders of Allowed Claims under such unconfirmed Plan until it is confirmed and becomes effective, providing for distributions from the Trust. In the event that either the OpCo Plan or the LandCo Plan is confirmed but does not provide for a distribution from the Trust for certain Allowed Claims thereunder upon the terms and conditions set for in such Plan, then any such amounts in the Litigation Trust Reserve will be distributed to the other LT Beneficiaries as provided in this Section 4.3(a).

Timing and Amount of Distributions. The Trustee shall make (b) distributions of the Trust Property Available for Distribution (as defined below) on each Quarterly Distribution Date (as defined below) and on such additional dates that the Trustee determines are appropriate from time to time (each Quarterly Distribution Date and any such additional date, a "Distribution Date"); provided, however, that the Trustee shall be entitled to defer any such distribution to the next Quarterly Distribution Date if the Trustee determines that the amount of Trust Property Available for Distribution at such time is insufficient to justify the cost of effecting the distribution. "Quarterly Distribution Date" means the last Business Day of the month following the end of each calendar quarter after the Loan Termination Date; provided, however, that if the Loan Termination Date is less than 30 days prior to the end of a calendar quarter, the first Quarterly Distribution Date will be the last Business Day of the month following the end of the first calendar quarter after the calendar quarter in which the Loan Termination Date occurs. The Trustee shall establish a record date for any distributions of not less than 10 days nor more than 60 days prior to the proposed date of such distribution (the "Record Date").

(c) <u>Trust Property Available for Distribution</u>. Notwithstanding anything in this Agreement to the contrary, the Trustee shall cause the Trust at all times to retain sufficient funds (the "<u>Expense Reserve</u>") as the Trustee shall determine are reasonably necessary for the

Trust: (i) to meet contingent liabilities and maintain the value of the Trust Assets during liquidation; (ii) to make the payments and satisfy the obligations and liabilities described in <u>Section 4.2</u> of this Agreement; (iii) to fund any other amounts as required under the Plans and as identified in the Trust budget; and (iv) to fund the fees and expenses of the Trustee, the professionals retained by the Trustee and the Trust (the "<u>Litigation Trust Professionals</u>"), and the LTC Reimbursable Expenses. "<u>Trust Property Available for Distribution</u>" shall be determined by the Trustee in advance of each Quarterly Distribution Date by subtracting the Expense Reserve from the then available Trust Proceeds.

(d) <u>Priority of Distribution of Trust Proceeds</u>. Any Trust Property Available for Distribution shall be applied, (i) first, to payment of the fees of the Trustee; (ii) second, to any liability of the Trust and the Trustee; (iii) third, to administrative fees, costs and expenses of the Trust and Trustee; (iv) fourth, to repayment of any other outstanding amounts due with respect to the Loan; (v) fifth, to any unpaid LTC Reimbursable Expenses; and (vi) sixth, to distributions to LT Beneficiaries pursuant to <u>Section 4.3(a)</u> of this Agreement.

(e) <u>Distribution of Trust Proceeds Upon Termination</u>. Promptly following the termination of the Trust, the Trustee or its agent shall distribute any amounts not yet distributed from the Trust to or on behalf of the LT Beneficiaries in accordance with <u>Section 4.2</u> of this Agreement, the Plans and the Confirmation Orders.

(f) <u>De Minimis Distributions</u>. No distribution shall be required to be made hereunder to any holder of a Beneficial Interest unless such distribution will amount to at least 25.00. Any holder of a Beneficial Interest on account of which the amount of cash to be distributed pursuant to any distribution from the Trust is less than 25.00 shall be deemed to have no claim for such distribution against the Debtors, the Trust, the Trustee or the Trust Property. Subject to <u>Section 4.4</u> of this Agreement, any cash not distributed pursuant to this <u>Section 4.3(f)</u> shall be the property of the Trust free of any restrictions thereon.

(g) Location and Method for Distributions; Notice of Change of Address; Disbursing Agents. Distributions to Op Co Holders and LandCo Holders shall be made by the Trustee, or such Third Party Disbursing Agent as the Litigation Trust may employ, to or on behalf of the LT Beneficiaries as of the Record Date at the address listed on Annex D hereto or such other address as may be provided to the Trustee or its agent by such LT Beneficiary, within five (5) Business Days after the Distribution Record Date. Each LT Beneficiary shall be responsible for providing the Trustee or its agent with timely written notice of any change in address. The Trustee or its agent is not obligated to make any effort to determine the correct address of any LT Beneficiary. Each Disbursing Agent and Third Party Disbursing Agent will serve without bond, and any Disbursing Agent and Third Party Disbursing Agent may employ or contract with other Persons to assist in or make the distributions required by the Plans. In accordance with the Plans and as an expense of the Trust under Section 4.2(b) of this Agreement, each Third Party Disbursing Agent providing services related to distributions pursuant to the Plans will receive from the Trust reasonable and customary compensation for such services and reimbursement of reasonable, documented out-of-pocket expenses incurred in connection with such services.

#### 4.4 <u>Undeliverable Property</u>.

(a) If any distribution of Trust Proceeds or other Trust Property to or on behalf of a LT Beneficiary is returned to the Trustee or its agent as undeliverable, no further distribution to such LT Beneficiary shall be made unless and until the Trustee or its agent is notified in writing of such LT Beneficiary's then-current address. For purposes of this Agreement, undeliverable distributions shall include checks sent to a LT Beneficiary, respecting distributions to such LT Beneficiary, which checks have not been cashed within six months following the date of issuance of such checks. Undeliverable distributions shall remain in the possession of the Trustee or its agent until the next distribution date that the relevant distribution becomes deliverable (in which event it shall be distributed to such LT Beneficiary), subject to Section 4.4(b) of this Agreement.

(b) Any LT Beneficiary that does not assert a claim for an undeliverable distribution of Trust Proceeds or other Trust Property held by the Trust within two years after the later of (i) the Loan Termination Date and (ii) the last date on which a distribution was deliverable, shall no longer have any claim to or interest in the funds represented by such undeliverable distribution. In such cases, all title to and all Beneficial Interests in the funds represented by any such undeliverable distributions shall revert to or remain in the Trust and shall be redistributed in accordance with Section 4.3 of this Agreement.

## 4.5 <u>Reports</u>.

(a) The Trustee shall deliver reports to members of the Litigation Trust Committee, on a quarterly basis, which reports shall specify in reasonable detail such of the following as are applicable: (i) the status of the Insider Causes of Action, including any litigation or settlements entered into by the Trust with respect to all or a portion thereof; (ii) the fees and expenses of the Trust and the Trustee incurred and/or earned during the most recent calendar quarter; (iii) the aggregate fees and expenses of the Trust and the Trustee incurred and/or earned since the date of this Agreement; (iv) amounts that have been drawn on the Loan and payments made with respect thereto, (v) the amount of Trust Proceeds received by the Trust during the most recent calendar quarter; (vi) the aggregate amount of Trust Proceeds received by the Trust since the date of this Agreement; (vii) the calculation of the Trust Property Available for Distribution for the next Quarterly Distribution Date, including the amounts of available Trust Proceeds and the Expense Reserve; (viii) the aggregate amount of distributions from the Trust to or on behalf of LT Beneficiaries since the date of this Agreement; and (ix) such other information as the Litigation Trust Committee may request from time to time. The Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions (I) as may be necessary to cause the Trust and the Trustee to be in compliance with applicable law or (II) as may be otherwise requested from time to time by the Litigation Trust Committee.

(b) The Trustee shall prepare and submit to the Litigation Trust Committee for approval an annual plan and budget at least 30 days prior to the commencement of each fiscal year of the Trust; <u>provided</u>, <u>however</u>, that the first such report shall be submitted no later than 30 days after the Effective Date. Such annual plan and budget shall set forth in reasonable detail: (i) the Trustee's anticipated actions to administer and liquidate the Trust Assets; and (ii) the anticipated expenses, including professional fees, associated with conducting the affairs of the Trust. Such annual plan and budget shall be updated and submitted to the Litigation Trust Committee for review and approval on a quarterly basis, and each such quarterly update shall reflect the differences between the anticipated actions described in the annual report and actual operations of the Trust to date. All actions by the Trustee must be consistent with the annual plan and budget, as updated on a quarterly basis and approved by the Litigation Trust Committee on a quarterly basis.

(c) The Trustee shall provide the Litigation Trust Committee with such other information as may be reasonably requested from time to time or on a regular basis by the Litigation Trust Committee.

(d) The Trustee shall deliver, or make available by posting on a website or otherwise, to all LT Beneficiaries reports no less often than semi-annually, containing the types of information set forth in Section 4.5(a) of this Agreement, in such form and in such detail as it deems appropriate in consultation with the Litigation Trust Committee.

4.6 <u>Exchange Act</u>. If the Trust becomes subject to the registration requirements of the Securities Exchange Act of 1934, as amended (the "<u>Exchange Act</u>"), the Trustee shall cause the Trust to register pursuant to, and comply with, the applicable reporting requirements of the Exchange Act.

4.7 <u>Fiscal Year</u>. Except for the first and last years of the Trust, the fiscal year of the Trust shall be the calendar year. For the first and last years of the Trust, the fiscal year of the Trust shall be such portion of the calendar year that the Trust is in existence.

# 4.8 <u>Books and Records</u>.

(a) The Trustee shall retain and preserve the Debtors' books, records and files that shall have been delivered to or created by the Trustee, including all such books, records and files as may be needed to investigate, prosecute and resolve the Insider Causes of Action held by the Trust. The Trustee shall cause the Trust to perform its obligations under any non-prosecution agreement and/or joint prosecution and common interest agreement to which the Trust has succeeded or the Trustee is a party, and shall retain or destroy copies of any information that was provided or received pursuant to the terms of any such agreement.

(b) The Trustee shall maintain, in respect of the Trust and the holders of Beneficial Interests, books and records relating to the assets and the income of the Trust and the payment of expenses of the Trust and the Trustee, in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof in accordance with the provisions of this Agreement and applicable provisions of law. The Trustee shall provide any member of the Litigation Trust Committee or, at its expense, any other LT Beneficiary with access to such books and records during normal business hours as may be reasonably requested with advance notice.

4.9 <u>Cash Payments</u>. All distributions required to be made by the Trustee to or on behalf of the holders of Beneficial Interests shall be made in cash denominated in U.S. dollars by checks drawn on a domestic bank selected by the Trustee or, at the option of the Trustee, by wire transfer from a domestic bank selected by the Trustee; <u>provided that</u> cash payments to or on

behalf of foreign holders of Beneficial Interests may be made, at the option of the Trustee, in such funds as and by such means as are necessary or customary in a particular foreign jurisdiction. All cash of the Trust shall be maintained in an interest-bearing account in a United States financial institution and invested as set forth in <u>Section 6.6</u> of this Agreement.

4.10 <u>Insurance</u>. The Trust shall maintain customary insurance coverage for the protection of the Trustee, the members of the Litigation Trust Committee and any such other Persons serving as administrators, agents and overseers of the Trust on and after the Effective Date as the Trustee determines to be reasonably appropriate in consultation with the Litigation Trust Committee.

4.11 Disputed Claims; Establishment of Disputed Claims Reserve. The Trustee shall have the right to cause the Trust to petition the Reorganized OpCo Debtors and the Liquidating LandCo Debtors to object, in accordance with Article VI.B of the OpCo Plan, Article VI.B of the LandCo Plan and applicable law, to any Class 4 Claim, Class 5 Claim, and Class 6 Claim under the OpCo Plan and any Class 4 Claim and Class 6 Claim under the LandCo Plan, if and to the extent the Trustee believes that such Claim is not allowable; provided that, the Trustee shall perform the foregoing duties under the supervision and direction of the Litigation Trust Committee; and provided, further, that in making decisions as to objection and reconciliation of Class 4 Claims, Class 5 Claims, and Class 6 Claims under the OpCo Plan and Class 4 Claims and Class 5 Claims under the LandCo Plan, the Trustee and the Litigation Trust Committee shall consider the cost of such objection and reconciliation and the likely distribution in respect of such claims. Notwithstanding anything to the contrary contained in this Agreement, no payments or distributions will be made from the Trust on account of a Disputed Claim until such Claim becomes an Allowed Claim. Any amount that would have been paid or distributed on a Disputed Claim had it been an Allowed Claim shall be deposited by the Trustee in a reserve (the "Disputed Claims Reserve"), which shall be a segregated interest-bearing account maintained by the Trustee with a United States financial institution. Interest accruing on the funds in such accounts shall be for the benefit of disputed claims that become Allowed, and otherwise such interest will accrue for the benefit of the Trust. The Trustee will, in its sole discretion, distribute amounts from the Disputed Claims Reserve (net of any expenses, including any taxes relating thereto), as provided herein and in the Plans, as such Disputed Claims are resolved by Final Order, and such amounts will be distributable in respect of such Disputed Claims as such amounts would have been distributable had the Disputed Claims been Allowed Claims as of the Effective Date. The Trust will treat the Disputed Claims Reserve as a separate taxable trust and as such shall pay taxes on the taxable net income or gain allocable to Holders of Disputed Claims on behalf of such Holders and, when such Disputed Claims are ultimately resolved, Holders whose Disputed Claims are determined to be Allowed Claims will receive distributions from the Trust as LT Beneficiaries net of the taxes that the Trust previously paid on their behalf.

## ARTICLE V TAX MATTERS

5.1 <u>Tax Treatment</u>. The Debtors, the Trustee and the holders of Beneficial Interests will treat the Trust as a "liquidating trust" within the meaning of Treasury Regulation § 301.7701-4(d) and any comparable provision of state or local law. Consistent with this treatment, for all federal, state and local income tax purposes:

(a) Each OpCo Holder shall be treated as transferring its Allowed Claim(s) to the Debtors in exchange for the Holder's share of the OpCo Portion of the Trust Assets, in addition to other distributions to which the Holder is entitled under the OpCo Plan, and then as transferring the Holder's share of the OpCo Portion of the Trust Assets (subject to the liabilities) to the Trust in exchange for such Holder's Beneficial Interest; and

(b) Each LandCo Holder shall be treated as transferring its Allowed Claim(s) to the Debtors in exchange for the Holder's share of the LandCo Portion of the Trust Assets, in addition to other distributions to which the Holder is entitled under the LandCo Plan, and then as transferring the Holder's share of the LandCo Portion of the Trust Assets (subject to the liabilities) to the Trust in exchange for such Holder's Beneficial Interest.

The holders of Beneficial Interests in the Trust will be treated solely for tax purposes as the grantors and deemed owners of the Trust; and the Debtors, the Trustee and the LT Beneficiaries will use consistent valuations for the transferred assets for tax purposes. The Trustee shall be authorized to take any action necessary to maintain compliance with this regulation or its successor that does not contradict the terms of this Agreement, the Plans or the Confirmation Orders.

5.2 <u>Tax Reporting</u>. The "taxable year" of the Trust shall be the "calendar year" as those terms are defined in Section 441 of the Internal Revenue Code. The Trustee shall file returns for the Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a). The Trustee shall annually (within seventy-five (75) days after the end of each calendar year) send to each record holder of a Beneficial Interest a separate statement setting forth the Holder's share or items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their federal income tax returns. Such reporting shall also occur within sixty (60) days of the dissolution of the Trust. The Trust's taxable income, gain, loss, deduction, or credit will be allocated (subject to provisions of the Plans relating to Disputed Claims) to the LT Beneficiaries in accordance with their relative Beneficial Interests in the Trust, as finally determined pursuant to <u>Section 4.3(a)</u> of this Agreement.

5.3 <u>Tax Withholdings</u>. The Trustee may withhold and pay to the appropriate taxing authority all amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any provision of any foreign, state or local tax law with respect to any payment or distribution to or on behalf of the LT Beneficiaries. All such amounts withheld, and paid to the appropriate taxing authority, shall be treated as amounts distributed to such LT Beneficiaries for all purposes of this Agreement. The Trustee shall be authorized to collect such tax information from the LT Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plans, the Confirmation Orders and this Agreement. The Trustee may refuse to make a distribution to any LT Beneficiary that fails to furnish such information in a timely fashion, until such information, the Trustee shall make such distribution to which the LT Beneficiary is entitled, together with any interest and income actually earned thereon.

#### ARTICLE VI POWERS OF AND LIMITATIONS ON THE TRUSTEE

6.1 <u>Powers of the Trustee</u>. The Trustee shall have only such rights, powers and privileges expressly set forth in the Plans and this Agreement and as otherwise provided by applicable law, the exercise of which shall be subject to the approval of the Litigation Trust Committee in all instances. Subject to the approval of the Litigation Trust Committee, the Trustee shall be expressly authorized to undertake the following actions in the best interests of the LT Beneficiaries and to maximize net recoveries therefor:

(a) prosecute, settle or otherwise compromise or abandon for the benefit of the Trust all Insider Causes of Action transferred by the Debtors to the Trust or arising in favor of the Trust, including, without limitation, take any action with respect to appeals, counterclaims, and defenses of or with respect to such claims and causes of action; <u>provided</u>, <u>however</u>, that any legal counsel retained to pursue the Insider Causes of Action must be retained on a contingency fee basis unless the Litigation Trust Committee otherwise approves;

(b) borrow from the Lender pursuant to the terms of the Loan Agreement;

(c) liquidate the Trust Assets and any non-cash property received upon enforcement of a judgment in relation to the Trust Assets;

(d) execute any documents and take any other actions related to, or in connection with, the liquidation of the Trust Assets and the exercise of the Trustee's powers granted herein;

(e) hold legal title to any and all rights of the LT Beneficiaries in, to or arising from the Trust Property;

(f) protect and enforce the rights to the Trust Property vested in the Trustee by this Agreement by any method deemed reasonably appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(g) make distributions of the Trust Proceeds and other Trust Property to or on behalf of the appropriate LT Beneficiaries in accordance with this Agreement, the Plans and the Confirmation Orders;

(h) file, if necessary, any and all tax returns with respect to the Trust and pay taxes properly payable by the Trust, if any;

(i) make all necessary filings in accordance with any applicable law, statute or regulation, including, but not limited to, the Exchange Act;

(j) determine and satisfy from the Trust Property any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, created, incurred or assumed by the Trust;

(k) invest monies received by the Trust or Trustee or otherwise held by the Trust or Trustee in accordance with <u>Section 6.6</u> of this Agreement;

(1) in the event that the Trustee determines that the LT Beneficiaries or the Trust may, will or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences;

(m) create sub-trusts or title vehicles of which the Trust or the LT Beneficiaries hold the beneficial or ownership interests, as applicable;

(n) purchase customary insurance coverage in accordance with <u>Section 4.10</u> of this Agreement; and

(o) perform such functions and take such actions as are provided for or permitted in the Plans, the Confirmation Orders, this Agreement or any other agreement executed pursuant to the Plans or this Agreement, including the Loan Agreement.

# 6.2 <u>Establishment of the Litigation Trust Committee</u>.

The Litigation Trust Committee shall be comprised of the OpCo Litigation (a) Trust Subcommittee and the LandCo Litigation Trust Subcommittee. The OpCo Litigation Trust Subcommittee shall be comprised of a total of three (3) voting members, to be appointed by the OpCo Lenders, and one non-voting member, to be appointed by the Creditors Committee. The initial members of the OpCo Litigation Trust Subcommittee are identified in Annex A. The LandCo Litigation Trust Subcommittee shall be comprised of a total of three (3) voting members, to be appointed by the LandCo Agent at the direction of the Required LandCo Lenders, and one non-voting member, to be appointed by the Creditors Committee. The initial members of the LandCo Litigation Trust Subcommittee are identified in Annex B. In the event of a vacancy in the OpCo Litigation Trust Subcommittee, such vacancy shall be filled in the same manner as provided above. In the event of a vacancy in the LandCo Litigation Trust Subcommittee, such vacancy shall be filled in the same manner as provided above prior to the Effective Date, and after the Effective Date, such vacancy shall be filled by the New LandCo Board. All references and requirements in this Agreement to votes, consent or approval by members of the Litigation Trust Committee, the OpCo Litigation Trust Subcommittee, and the LandCo Litigation Trust Subcommittee shall be deemed references solely to the voting members of such committees and shall not include the non-voting members of such committees.

(b) The Litigation Trust Committee will at all times have the authority to change the appointed Trustee. A removal of the Trustee pursuant to the foregoing sentence shall not affect the right of the outgoing Trustee to the compensation earned for services rendered through the date of termination and reimbursement for fees and expenses incurred through the date of termination as otherwise provided under this Agreement.

(c) As soon as practicable after the creation of the Trust, the Litigation Trust Committee shall adopt bylaws approved by all of the members that are consistent with the terms and conditions of this Agreement and include such other provisions as the Litigation Trust Committee deems necessary or appropriate. Such bylaws shall include, but not necessarily be limited to, guidelines for, among other matters, participation by Litigation Trust Committee members in meetings and for removal of Litigation Trust Committee members.

(d) Each Litigation Trust Committee member shall designate (i) one or more representatives who shall attend meetings of and participate in other activities of the Litigation Trust Committee and (ii) an alternate representative to attend meetings and participate in other activities of the Litigation Trust Committee when the representatives designated pursuant to clause (i) above are unavailable to participate in such meetings and activities.

(e) The purpose of the Litigation Trust Committee shall be to oversee the liquidation and distribution of the Trust Property by the Trustee in accordance with the terms of this Agreement, the Plans and the Confirmation Orders, including, but not limited to, determining whether an Entity is a permissible defendant and consenting to Draws on the Loan.

(f) A quorum for meetings of the Litigation Trust Committee shall consist of a majority of the non-recused members of the Litigation Trust Committee then serving; <u>provided</u> <u>that</u>, for purposes of determining whether a quorum is present at such a meeting, a member of the Litigation Trust Committee shall be deemed present if a representative of the member is attending in person, by telephone or by proxy.

(g) Except as expressly provided herein, the affirmative vote of two-thirds (2/3) of the members of the Litigation Trust Committee shall be the act of the Litigation Trust Committee with respect to any matter that requires the determination, consent, approval or agreement of the Litigation Trust Committee. Subject to Section 6.2 (a) of this Agreement, in all matters submitted to a vote of the Litigation Trust Committee, each Litigation Trust Committee member shall be entitled to cast one vote, which vote shall be cast personally by such Litigation Trust Committee member or by proxy. In a matter in which the Trustee cannot obtain direction or authority from the Litigation Trust Committee, the Trustee may file a motion, on notice to the Litigation Trust Committee members, requesting such direction or authority from the Bankruptcy Court.

6.3 <u>Approval of the Litigation Trust Committee</u>. Notwithstanding anything in this Agreement to the contrary, the Trustee shall submit to the Litigation Trust Committee for its review and prior approval the following matters and any other matters that the Litigation Trust Committee may direct the Trustee to submit for its approval or that expressly require the approval of the Litigation Trust Committee pursuant to the terms of this Agreement:

Asset;

(a) Any proposed final settlement or disposition in connection with a Trust

(b) Any transaction to sell, assign, transfer or abandon any other Trust Property (other than Insider Causes of Action) in which the amount of the transaction exceeds such amount as may be determined from time to time by the Litigation Trust Committee;

(c) Determinations of the amounts of the Expense Reserve and the Trust Property Available for Distribution;

(d) Determinations of the date and amount of all distributions made on dates other than a Quarterly Distribution Date and determinations to defer distributions otherwise required on a Quarterly Distribution Date;

(e) Any determinations to retain or pay the fees of attorneys, accountants or other professionals;

(f) Any determinations to initiate lawsuits or proceedings from and after the Effective Date, other than objections to disputed claims;

(g) Any actions that would give rise to or alleviate adverse tax consequences to the Trust or the LT Beneficiaries; and

(h) The reports and budgets described in <u>Section 4.5(a), (b) and (d)</u> of this Agreement.

6.4 <u>Limitations on Trustee</u>. No part of the Trust Property shall be used or disposed of by the Trustee in furtherance of any trade or business. The Trustee shall, on behalf of the Trust, hold the Trust out as a trust in the process of liquidation and not as an investment company. The Trustee shall not become a market-maker for the Beneficial Interests or otherwise attempt to create a secondary market for the Beneficial Interests. The Trustee shall be restricted to the liquidation of the Trust Assets on behalf, and for the benefit, of the LT Beneficiaries and the distribution and application of Trust Property for the purposes set forth in this Agreement, the Plans and the Confirmation Orders, and the conservation and protection of the Trust Property and the administration thereof in accordance with the provisions of this Agreement, the Plans and the Confirmation Orders.

6.5 <u>Agents and Professionals; Employees</u>. The Trust may, but shall not be required to, from time to time enter into contracts with, consult with and retain, as approved by the Litigation Trust Committee, independent contractors, including attorneys, accountants, appraisers, disbursing agents or other parties deemed by the Trustee to have qualifications necessary or desirable to assist in the proper administration of the Trust, including any estate professionals retained during the Bankruptcy Cases as may be appropriate in the circumstances. The Trustee shall pay the reasonable fees and expenses of such persons out of the Trust Property in the ordinary course of business without the need for approval of the Bankruptcy Court; <u>provided</u>, <u>however</u>, that any attorneys retained to pursue the Insider Causes of Action must be retained on a contingency fee basis unless the Litigation Trust Committee otherwise approves. The Trust may, but shall not be required to, from time to time, employ such persons in such capacities as may be approved by the Litigation Trust Committee. In addition, the Trust may enter into an agreement with the Debtors that exist following the Effective Date to utilize the services of one or more employees of the Debtors.

6.6 <u>Investment of Trust Monies</u>. The Trustee shall, as approved by the Litigation Trust Committee, invest the Trust Proceeds received by the Trustee or otherwise held by the Trustee in highly-rated short-term investments of which the length of term shall be consistent with the obligations to pay costs, expenses and other obligations and make distributions under <u>Article IV</u> of this Agreement, which investments shall consist of: (a) short-term investments issued or guaranteed by the United States or by a department, agency or instrumentality of the United States; (b) other short-term instruments of the highest credit rating available of two nationally recognized rating agencies; or (c) other short-term investments approved by the Litigation Trust Committee.

# ARTICLE VII <u>CONCERNING THE TRUSTEE,</u> <u>THE MEMBERS OF THE LITIGATION TRUST COMMITTEE,</u> <u>AND THE LT BENEFICIARIES</u>

7.1 <u>Generally</u>. The Trustee shall exercise such of the rights and powers vested in it by this Agreement, the Plans and the Confirmation Orders, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. No provision of this Agreement, the Plans or the Confirmation Orders shall be construed to relieve the Trustee from liability for its own bad faith, fraud or willful misconduct, except that the Trustee shall not be liable for any action taken in good faith in reliance upon the advice of professionals retained by the Trustee in accordance with this Agreement.

7.2 <u>Reliance by Trustee</u>. Except as otherwise provided in this Agreement, the Plans or the Confirmation Orders:

(a) the Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the Trustee to be genuine and to have been signed or presented by the LT Beneficiaries or the Litigation Trust Committee; and

(b) persons (including any professionals retained by the Trustee in accordance with this Agreement) engaged in transactions with the Trust or the Trustee shall look only to the Trust Property to satisfy any liability incurred by the Trust or the Trustee to such person in carrying out the terms of this Agreement, the Plans or the Confirmation Orders, and the Trustee shall have no personal or individual obligation to satisfy any such liability.

7.3 <u>Liability to Third Persons</u>. No LT Beneficiary shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Trust Property or the affairs of the Trustee. The Trustee, agents of and professionals retained by the Trust or the Trustee, and the members of the Litigation Trust Committee, shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Trust Property or the affairs of the Trust, except for their own bad faith, fraud or willful misconduct, and all such persons shall look solely to the Trust. Other than as set forth in the Plans or in the Confirmation Orders, nothing in this <u>Section 7.3</u> shall be deemed to release any LT Beneficiary from any actions or omissions occurring prior to the Effective Date.

7.4 <u>Nonliability of Trustee and Members of the Litigation Trust Committee for Acts</u> of Others. Nothing contained in this Agreement, the Plans or the Confirmation Orders shall be deemed to be an assumption by the Trustee or the members of the Litigation Trust Committee of any of the liabilities, obligations or duties of the Debtors or LT Beneficiaries and shall not be deemed to be or contain a covenant or agreement by the Trustee or the members of the Litigation Trust Committee to assume or accept any such liability, obligation or duty. Any successor Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Trustee hereunder, and any statement or representation made as to the assets comprising the Trust Property or as to any other fact bearing upon the prior administration of the Trust, so long as it has a good faith basis to do so. A Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. A Trustee or successor Trustee shall not be liable for any act or omission of any predecessor Trustee, nor have a duty to enforce any claims against any predecessor Trustee on account of any such act or omission, unless directed to do so by the Litigation Trust Committee.

7.5 Indemnity. The Trustee, the members of the Litigation Trust Committee (other than with respect to expenses of counsel for the individual members) and each of their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "Indemnified Parties") shall be indemnified and held harmless by the Trust, to the fullest extent permitted by law, solely from the Trust Property for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of an Indemnified Party solely in its capacity as such; provided, however, that the Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting bad faith, fraud or willful misconduct by such Indemnified Party. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; provided, however, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the Trust upon the entry of a Final Order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section 7.5. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which it is indemnified.

7.6 <u>Allocation of Fees and Expenses in Suits Against the Trustee</u>. Notwithstanding the foregoing, in any action, suit, or proceeding instituted by any LT Beneficiary or any member of the Litigation Trust Committee against the Trust or the Trustee solely in its capacity as such, on account of any act or omission of the Trust or the Trustee, the prevailing party's reasonable attorneys' fees, disbursements and related expenses shall be paid by the opposing party.

7.7 <u>Compensation and Expenses</u>. The Trustee shall receive fair and reasonable compensation for its services in accordance with the compensation schedule attached hereto as <u>Annex C</u> or as otherwise agreed from time to time with all members of the Litigation Trust Committee. The Trustee shall be entitled to reimburse itself and the Litigation Trust professionals from the Trust Property on a monthly basis for all reasonable out-of-pocket

expenses, actually incurred by it in the performance of its duties in accordance with this Agreement, and, when due, professional fees in accordance with the terms of such professionals' retention.

#### ARTICLE VIII SUCCESSOR TRUSTEES

8.1 <u>Resignation</u>. The Trustee may resign from the Trust by giving at least 30 days prior written notice thereof to each member of the Litigation Trust Committee. Such resignation shall become effective on the later to occur of (a) the date specified in such written notice or (b) the effective date of the appointment of a successor Trustee in accordance with <u>Section 8.4</u> of this Agreement and such successor's acceptance of such appointment in accordance with <u>Section 8.5</u> of this Agreement.

8.2 <u>Removal</u>. The Trustee may be removed, with or without cause, by the Litigation Trust Committee. Such removal shall become effective on the date specified in such action by the Litigation Trust Committee.

Effect of Resignation or Removal. The resignation, removal, incompetency, 8.3 bankruptcy or insolvency of the Trustee shall not operate to terminate the Trust or to revoke any existing agency created pursuant to the terms of this Agreement, the Plans or the Confirmation Orders or invalidate any action theretofore taken by the Trustee. All fees and expenses incurred by the Trustee prior to the resignation, incompetency or removal of the Trustee shall be paid from the Trust Property, unless such fees and expenses are disputed by (a) the Litigation Trust Committee or (b) the successor Trustee, in which case the Bankruptcy Court shall resolve the dispute and any disputed fees and expenses of the predecessor Trustee that are subsequently allowed by the Bankruptcy Court shall be paid from the Trust Property. In the event of the resignation or removal of the Trustee, such Trustee shall: (i) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor Trustee or directed by the Bankruptcy Court to effect the termination of such Trustee's capacity under this Agreement; (ii) promptly deliver to the successor Trustee all documents, instruments, records and other writings related to the Trust as may be in the possession of such Trustee; provided that such Trustee may retain one copy of each of such documents for its purposes, subject to the terms of any joint prosecution and common interest agreement to which the Trustee is a party; and (iii) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Trustee.

8.4 <u>Appointment of Successor</u>. In the event of the resignation, removal, incompetency, bankruptcy or insolvency of the Trustee, a vacancy shall be deemed to exist and a successor shall be appointed by the Litigation Trust Committee. In the event that a successor Trustee is not appointed within 30 days after the date of such vacancy, the Bankruptcy Court, upon its own motion or the motion of a LT Beneficiary or member of the Litigation Trust Committee, shall appoint a successor Trustee.

8.5 <u>Acceptance of Appointment by Successor Trustee</u>. Any successor Trustee appointed hereunder shall execute an instrument accepting its appointment and shall deliver one

counterpart thereof to the Bankruptcy Court for filing and, in case of the Trustee's resignation, to the resigning Trustee. Thereupon, such successor Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the Trust with like effect as if originally named Trustee and shall be deemed appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The resigning or removed Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder and shall, as directed by the Bankruptcy Court or reasonably requested by such successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee upon the Trust herein expressed, all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed Trustee.

#### ARTICLE IX MISCELLANEOUS PROVISIONS

9.1 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to conflicts of law).

9.2 <u>Jurisdiction</u>. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the Trust and the Trustee, including, without limitation, the administration and activities of the Trust and the Trustee; <u>provided</u>, <u>however</u>, that notwithstanding the foregoing, the Trustee shall have power and authority to bring any action in any court of competent jurisdiction to prosecute any Insider Causes of Action assigned to the Trust.

9.3 <u>Severability</u>. In the event any provision of this Agreement or the application thereof to any person or circumstances shall be determined by Final Order to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.4 <u>Notices</u>. Any notice or other communication required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by telex, facsimile or other telegraphic means, sent by nationally recognized overnight delivery service or mailed by first-class mail:

(i) if to the Trustee, to:

INSERT

- (ii) if to a member of the Litigation Trust Committee, to the address set forth on Annex A or Annex B, as applicable, or such other address as may be provided to the Trustee by such member of the Litigation Trust Committee.
- (iii) if to any LT Beneficiary, to the last known address of such LT Beneficiary according to the Trustee's records; and

#### (iv) if to the Debtors, to:

#### INSERT

9.5 <u>Headings</u>. The headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

9.6 <u>Plans</u>. The terms of this Agreement are intended to supplement the terms provided by the Plans and the Confirmation Orders. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plans, then the terms of this Agreement shall govern.

9.7 <u>Cooperation</u>. The Debtors shall turn over or otherwise make available to the Trustee at no cost to the Trust or the Trustee, all books and records reasonably required by the Trustee to carry out its duties hereunder, and agree to otherwise reasonably cooperate with the Trustee in carrying out its duties hereunder.

9.8 <u>Entire Agreement</u>. This Agreement and the Annexes attached hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

9.9 <u>Amendment</u>. This Agreement may be amended by (a) order of the Bankruptcy Court or (b) approval by the Trustee and the Litigation Trust Committee; <u>provided</u>, <u>however</u> that Bankruptcy Court approval shall be required for any changes or amendments to this Agreement that are inconsistent with the terms of the Plans or the Confirmation Orders.

9.10 <u>Meanings of Other Terms</u>. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, words importing the singular number shall include the plural number and vice versa and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plans or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Agreement, and the words herein and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision of this Agreement. The term "including" shall mean "including, without limitation."

9.11 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A facsimile signature of any party shall be considered to have the same binding legal effect as an original signature.

#### **Remainder of Page Blank** — **Signature Page Follows**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

#### TROPICANA ENTERTAINMENT, LLC TROPICANA LAS VEGAS HOLDINGS, LLC

By:		
Name:		
Title:		

By:		
Name:		
Title:		

\_\_\_\_\_, as Trustee

By:\_\_\_\_\_ Name:

Title:

INSERT SUBSIDIARIES

<u>Annex A</u> OpCo Litigation Trust Subcommittee Members <u>Annex B</u> LandCo Litigation Trust Subcommittee Members

#### Annex C Trustee's Compensation

Fees in connection with the Trustee's engagement will be consist of: (a) an annual retainer of \$\_\_\_\_\_, plus (b) \$\_\_\_\_\_ per hour for services of the Trustee related to the resolution of Disputed Claims against the Debtors, plus (c) \_\_\_\_% of the net amount distributed to or on behalf of LT Beneficiaries on each Distribution Date (for clarity such \_\_\_\_% shall be taken from amounts otherwise distributable to or on behalf of LT Beneficiaries, after deduction of costs and expenses, including professional fees and expenses for the recovery of Litigation Trust Assets and Litigation Trust Claims but before deduction of this \_\_\_% fee).

The Trustee is not providing any assurance regarding the outcome of its work.

In addition to the fees outlined above, the Trustee will charge for reasonable out-of-pocket expenses that are incurred on the Trust's behalf during its services as Trustee, including, but not limited to, counsel fees, airfare, meals, hotel accommodations, telephone, industry research, duplicating and printing, etc. Further, if the Trustee and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to its services as Trustee, the Trustee will be compensated by the Trust at its regular hourly rates and reimbursed for reasonable out of pocket expenses (including counsel fees) with respect thereto. Invoices for fees and expenses incurred in connection with services as Trustee will be billed monthly or quarterly, and are due upon receipt; <u>provided</u>, <u>however</u>, that the fees and expenses of the Trustee are subject to the review and final approval of the Litigation Trust Committee.

The Trustee shall not be required to seek or obtain approval of its compensation by the Bankruptcy Court.

#### <u>Annex D</u>

**Holders of Beneficial Interests** 

#### Exhibit 3

#### List of Members of the OpCo Litigation Trust Subcommittee

THE FOLLOWING LIST REMAINS SUBJECT TO FURTHER NEGOTIATION AND REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING LIST AT ANY TIME IN ACCORDANCE WITH THE PLAN.

- 1. Voting members to be appointed by the OpCo Lenders:
  - (a) George Schulte
  - (b) Sung Cho
  - (c) Steve Mongillo<sup>1</sup>
- 2. Non-voting member to be appointed by the Creditors Committee:
  - (a) TO BE DETERMINED<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> The parties continue to discuss whether the LandCo Litigation Trust Subcommittee and the OpCo Litigation Trust Subcommittee should each have of three voting members or only two. If the parties ultimately agree that each should have three voting members, all three of the named members intend to serve. If the parties ultimately agree that each should have two voting members, only two of the named members intend to serve.

<sup>&</sup>lt;sup>2</sup> The Creditors Committee has not yet proposed individuals to serve as the non-voting members of the OpCo Litigation Trust Subcommittee or the LandCo Litigation Trust Subcommittee.

#### <u>Exhibit 4</u>

#### List of Causes of Action to Be Retained by the Reorganized OpCo Debtors

THE FOLLOWING LIST REMAINS SUBJECT TO FURTHER REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING LIST AT ANY TIME IN ACCORDANCE WITH THE PLAN.

AS SET FORTH IN ARTICLE IV.U OF THE PLAN, THE REORGANIZED OPCO DEBTORS SHALL RETAIN AND MAY ENFORCE ALL RIGHTS TO COMMENCE AND PURSUE, AS APPROPRIATE, ANY AND ALL CAUSES OF ACTION, WHETHER ARISING BEFORE OR AFTER THE PETITION DATE, INCLUDING ANY ACTIONS SPECIFICALLY ENUMERATED HEREIN, AND THE REORGANIZED OPCO DEBTORS' RIGHTS TO COMMENCE. PROSECUTE. OR SETTLE SUCH CAUSES OF ACTION SHALL BE PRESERVED NOTWITHSTANDING THE OCCURRENCE OF THE EFFECTIVE DATE. THE REORGANIZED OPCO DEBTORS MAY PURSUE SUCH CAUSES OF ACTION, AS APPROPRIATE, IN ACCORDANCE WITH THE BEST INTERESTS OF THE REORGANIZED OPCO DEBTORS. NO ENTITY MAY RELY ON THE ABSENCE OF A SPECIFIC REFERENCE IN THE PLAN, THE PLAN SUPPLEMENT, OR THE DISCLOSURE STATEMENT TO ANY CAUSE OF ACTION AGAINST THEM AS ANY INDICATION THAT THE OPCO DEBTORS OR THE REORGANIZED OPCO DEBTORS WILL NOT PURSUE ANY AND ALL AVAILABLE CAUSES OF ACTION AGAINST THEM. THE OPCO DEBTORS AND THE REORGANIZED OPCO DEBTORS EXPRESSLY RESERVE ALL RIGHTS TO PROSECUTE ANY AND ALL CAUSES OF ACTION AGAINST ANY ENTITY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN. UNLESS ANY CAUSES OF ACTION AGAINST AN ENTITY ARE EXPRESSLY WAIVED, RELINOUISHED, EXCULPATED, RELEASED, COMPROMISED, OR SETTLED IN THE PLAN OR A FINAL ORDER, THE REORGANIZED OPCO DEBTORS EXPRESSLY RESERVE ALL CAUSES OF ACTION FOR LATER ADJUDICATION, AND, THEREFORE, NO PRECLUSION DOCTRINE, INCLUDING THE DOCTRINES OF RES JUDICATA, COLLATERAL ESTOPPEL, ISSUE PRECLUSION, CLAIM PRECLUSION, ESTOPPEL (JUDICIAL, EQUITABLE, OR OTHERWISE), OR LACHES, SHALL APPLY TO SUCH CAUSES OF ACTION UPON, AFTER, OR AS A CONSEQUENCE OF, THE CONFIRMATION OR THE CONSUMMATION.

THE REORGANIZED OPCO DEBTORS RESERVE AND SHALL RETAIN THE FOLLOWING CAUSES OF ACTION NOTWITHSTANDING THE REJECTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE DURING THE CHAPTER 11 CASES OR PURSUANT TO THE PLAN. IN ACCORDANCE WITH SECTION 1123(b)(3) OF THE BANKRUPTCY CODE, ANY CAUSES OF ACTION THAT AN OPCO DEBTOR MAY HOLD AGAINST ANY ENTITY SHALL VEST IN THE REORGANIZED OPCO DEBTORS. THE APPLICABLE REORGANIZED OPCO DEBTOR, THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES, SHALL RETAIN AND MAY EXCLUSIVELY ENFORCE ANY AND ALL SUCH CAUSES OF ACTION. THE REORGANIZED OPCO DEBTORS SHALL HAVE THE EXCLUSIVE RIGHT, AUTHORITY, AND DISCRETION TO DETERMINE AND TO INITIATE, FILE, PROSECUTE, ENFORCE, ABANDON,

# Tropicana Entertainment, LLC et al.

#### Retained Causes of Action

Legal Entity	Name of Counterparty	Nature
Aztar Corporation	DENLINGER ROSENTHAL & GREENBERG	Claim for payments on or within 90 days before the Petition Date.
	425 WALNUT ST SUITE 2310 CINCINNATI, OH 45202	
Aztar Corporation	EAST CAMELBACK ROAD INC	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 6135 Hicksville, NY 11802-6135	
Aztar Corporation	EAST CAMELBACK ROAD, INC.	Claim for payments on or within 90 days before the Petition Date.
	C/O MORGAN STANLEY	
	US REAL ESTATE INVESTING DIV., 555 CALIFORNIA ST, STE 2100	
	SAN FRANCISCO, CA 94104	

Legal Entity	Name of Counterparty	Nature
Aztar Corporation	FENNEMORE CRAIG, P.C. SUITE 2600 3003 N. Central Avenue Phoenix, AZ 85012-2913	Claim for payments on or within 90 days before the Petition Date.
Aztar Corporation	HELLER EHRMAN LLP File No. 73536 P.O. Box 60000 San Francisco, CA 94160-3536	Claim for payments on or within 90 days before the Petition Date.
Aztar Corporation	INDIANA DEPARTMENT OF REVENUE PO BOX 7221 INDIANAPOLIS, IN 46207-7229	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Corporation	INTERNAL REVENUE SERVICE Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	Claim for payments on or within 90 days before the Petition Date.
Aztar Corporation	John R. Norton c/o J R Norton Company P.O. Box 44015 Phoenix, AZ 85064	Claim for payments on or within 90 days before the Petition Date.
Aztar Corporation	MAYER BROWN LLP 2027 COLLECTION CENTER DRIVE CHICAGO, IL 606930020	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Corporation	STERNS & WEINROTH 50 WEST STATE STREET P.O. BOX 1298 TRENTON, NJ 08607-1298	Claim for payments on or within 90 days before the Petition Date.
Aztar Corporation	TAFT, STETTINIUS & HOLLISTER 425 WALNUT STREET, SUITE 1800 CINCINNATI, OH 45202-3957	Claim for payments on or within 90 days before the Petition Date.
Aztar Corporation	US BANK 60 LIVINGSTON AVE ST. PAUL, MN 55107	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Corporation	US BANK TRUST, NA CORPORATE TRUST SVCS 60 LIVINGSTON AVE, FIRST FLOOR ST. PAUL, MN 55107	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	ACTION TEMPORARY SERVICES INC 4004 E MORGAN PO BOX 15398 EVANSVILLE, IN 47716-0398	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	AFLAC ATTN: REMITTANCE PROCESSING SERVICES 1932 WYNNTON ROAD COLUMBUS, GA 31999-0797	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	ALEXANDER REAL ESTATE INC P.O. BOX 14036 EVANSVILLE, IN 47728-4036	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	ALLIED WASTE SERVICES #924 PO BOX 9001099 LOUISVILLE, KY 40290-1099	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	ALPHAGRAPHICS 6220 VOGEL ROAD EVANSVILLE, IN 47715	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	AMY SHREVES 1018 CHERRY STREET EVANSVILLE, IN 47713	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	AT&T PO BOX 8100 AURPORA, IL 60507-8100	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	AUTO HAUS LIMOUSINE, INC. 4115 E MORGAN AVENUE EVANSVILLE, IN 47715	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	AVAYA FINANCIAL SERVICES PO BOX 93000 CHICAGO, IL 60673-3000	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	BAKER AND DANIELS PO BOX 664091 INDIANAPOLIS, IN 46266-4091	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	BALLY GAMING INC. P.O. BOX 98577 LAS VEGAS, NV 89193-8577	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	BLUEFIN SEAFOOD CORP 617 E WASHINGTON LOUISVILLE, KY 40202	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	BOBBI WARREN CORPORATION PO BOX 1178 NEWBURGH, IN 47629	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	BRIXEY & MEYER INC. ONE PRESTIGE PLACE, STE 610 MIAMISBURG, OH 45342	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	BUCKHEAD BEEF CO	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 250189 ATLANTA, GA 30325	
Anton Indiana Contine Company, 110		Claim for noursents on acuithin 00 days before the Detition Dete
Aztar Indiana Gaming Company, LLC	CASINO ASSOCIATION OF INDIANA	Claim for payments on or within 90 days before the Petition Date.
	SUITE 520 INDIANAPOLIS, IN 46204	
Aztar Indiana Gaming Company, LLC	CENTRAL CREDIT, LLC	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 95275 LAS VEGAS, NV 89193	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	CINTAS CORP #314 7233 ENTERPRISE PARK DRIVE EVANSVILLE, IN 47715	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	CINTAS CORPORATION 97627 EAGLE WAY CHICAGO, IL 60678-9760	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	CITY CONTROLLER - EVANSVILLE 1 NW M.L. KING JR BLVD CITY CENTER COMPLEX EVANSVILLE, IN 47708-1869	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	CITY OF EVANSVILLE	Claim for payments on or within 90 days before the Petition Date.
	1 NW M.L. KING JR BLVD CITY CENTER COMPLEX EVANSVILLE, IN 47708-1869	
Aztar Indiana Gaming Company, LLC	COLONIAL CLASSICS INC	Claim for payments on or within 90 days before the Petition Date.
	3633 EPWORTH ROAD NEWBURGH, IN 47630	
Aztar Indiana Gaming Company, LLC	COLOR TECH PRINTING & MAILING 4535 O'HARA DRIVE	Claim for payments on or within 90 days before the Petition Date.
	EVANSVILLE, IN 47711	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	CORKY'S	Claim for payments on or within 90 days before the Petition Date.
	421 Nw Riverside Dr	
	Evansville, IN 47708-1047	
Aztar Indiana Gaming Company, LLC	CREATION GARDENS	Claim for payments on or within 90 days before the Petition Date.
	609 E MAIN STREET LOUISVILLE, KY 40202	
Aztar Indiana Gaming Company, LLC	CURTIS INVESTMENTS	Claim for payments on or within 90 days before the Petition Date.
	8816 MANCHESTER RD #299 ST LOUIS, MO 63144	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	CUSTOM FORMS INC. P.O. BOX 2277 WEST LAFAYETTE, IN 47996	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	D & D PROMOTIONAL SERVICES 1643 RIVERVIEW COURT EVANSVILLE, IN 47713	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	DAMAR DIRECT LTD 5602 ELMWOOD AVENUE, SUITE 208 INDIANAPOLIS, IN 46203	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Astas Indiana Comina Commany U.C.		Claim fan naumante an anuithin 00 daus hafans the Datition Data
Aztar Indiana Gaming Company, LLC	DCRS SOLUTIONS 2605 METRO BOULEVARD ST. LOUIS, MO 63043	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	DEPOSIT PAYMENT PROTECTION 5445 Mariner St Tampa, FL 33609	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	DERSCH ENERGIES INC PO BOX 217	Claim for payments on or within 90 days before the Petition Date.
	MT CARMEL, IL 62863	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	DIRECTIONS PROMOTIONS 2101 PESTALOZZI STREET TELL CITY, IN 47586	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	DIVISION OF CHILD SUPPORT (KY) & CENTRALIZED COLLECTION UNIT PO BOX 14059 LEXINGTON, KY 40512	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	EVANSVILLE INDIANA WATERWORKS 1 NW MARTIN LUTHER KING BLVD #104 EVANSVILLE, IN 47740	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	FAIRCHILD COMMUNICATION SYSTEM 5769 PARK PLAZA COURT INDIANAPOLIS, IN 46220	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	FARMER BROTHERS COFFEE 20333 S. Normandie Ave Torrance, CA 90502	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	FISCHER CANDY COMPANY 2130 BERGDOLT ROAD EVANSVILLE, IN 47711-2878	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	GAGE, INC. 318 MAIN STREET EVANSVILLE, IN 47708	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	GLORY USA INC W502030 PO BOX 7777 PHILADELPHIA, PA 19175	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	GRAYLINE OF NASHVILLE 2416 MUSIC VALLEY DRIVE SUITE 102 NASHVILLE, TN 37214	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	GROWTH ALLIANCE FOR GREATER EVANSVILLE, INC. 318 MAIN STREET EVANSVILLE, IN 47708	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	GUY BROWN PRODUCTS 75 REMITTANCE DR #6089 CHICAGO, IL 60675-6089	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	HANNA, SMALL, SABATINI HANNA & SMALL BUILDING 208 4TH STREET LOGANSPORT, IN 46947	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	HERITAGE PETROLEUM LLC PO BOX 6850 EVANSVILLE, IN 47719-0850	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	HMR ENTERPRISES, INC 1315 READ ST. EVANSVILLE, IN 47710	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	HOSPITALITY NETWORK INC PO BOX 43628 LAS VEGAS, NV 89116	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	HSBC BUSINESS SOLUTIONS PO BOX 5229 CAROL STREAM, IL 60197	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	IGT 6355 South Buffalo Drive Las Vegas, NV 89113-2133	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	INDIANA DEPARTMENT OF REVENUE PO BOX 7229 INDIANAPOLIS, IN 46207-7229	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	INDIANA DEPARTMENT OF REVENUE PO BOX 7221	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	INDIANAPOLIS, IN 46207-7229 INDIANA GAMING COMMISSION	Claim for payments on or within 90 days before the Petition Date.
	101 W. WASHINGTON STREET SUITE 1600 INDIANAPOLIS, IN 46204	
Aztar Indiana Gaming Company, LLC	INDUSTRIAL CONTRACTORS, INC. PO BOX 208 EVANSVILLE, IN 47702	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	INTEGRA BANK NA	Claim for payments on or within 90 days before the Petition Date.
	21 S E THIRD STREET EVANSVILLE, IN 47708	
Aztar Indiana Gaming Company, LLC	INTERNAL REVENUE SERVICE	Claim for payments on or within 90 days before the Petition Date.
	Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	
Aztar Indiana Gaming Company, LLC	INTERSPACE AIRPORT ADVERTISING PO BOX 847247	Claim for payments on or within 90 days before the Petition Date.
	DALLAS, TX 75284-7247	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	IPROMOTEU, INC. 321 Commonwealth Road Suite 103 Wayland, MA 01778	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	J.H. COHN, LLP 4180 RUFFIN ROAD # 235 SAN DIEGO, CA 92123	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	JE SHEKELL INC 424 W TENNESSEE ST EVANSVILLE, IN 47710	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	JOHNSON BUSINESS MACHINES INC. 3150 S. PROCYON STREET LAS VEGAS, NV 89102	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	JOHNSON CONTROLS, INC. DRAWER 242 MILWAUKEE, WI 53278	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	KAHN DEES DONOVAN & KAHN LLP PO BOX 3646 EVANSVILLE, IN 47735	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	KENGRAPHICS INC	Claim for payments on or within 90 days before the Petition Date.
Aztar molana danning company, ELC	1011 LAKE ROAD MEDINA, OH 44256	
Aztar Indiana Gaming Company, LLC	KINDER MOVING & STORAGE 1533 BUCHANAN ROAD	Claim for payments on or within 90 days before the Petition Date.
	EVANSVILLE, IN 47720	
Aztar Indiana Gaming Company, LLC	LANG COMPANY 540 S 13TH STREET LOUISVILLE, KY 40203-1796	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	LJ FOOD DISTRIBUTION 1601 WEST 37TH AVENUE SUTE 2 HOBART, IN 46243	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	LODGENET ENTERTAINMENT CORP. P.O. BOX 952141 ST LOUIS, MO 63195	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	MAC GROUP AGENCY INC 4962 LINCOLN AVE, STE 100 EVANSVILLE, IN 47715	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	MANPOWER 21271 NETWORK PLACE CHICAGO, IL 60673-1212	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	MARKHAM SECURITY SPECIALISTS INC. 915 MAIN STREET STE 202 EVANSVILLE, IN 47708	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	MASCIONI HOSPITALITY, INC. 915 BROADWAY, SUITE 1109 NEW YORK, NY 10010	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	MAX & ERMA'S RESTAURANTS, INC. 4849 EVANSWOOD DR COLUMBUS, OH 43229	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	MERITAIN HEALTH 300 CORPORATE PARKWAY AMHERST, NY 14226	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	MIDWEST CONTRACTING & MAINT INC. 501 N.W. 4TH STREET EVANSVILLE, IN 47708	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	MIDWEST GAME SUPPLY CO., INC. PO BOX 20 KEARNEY, MO 64060	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	MONARCH BEVERAGE CO INC 3737 WALDEMERE ROAD INDIANAPOLIS, IN 46241	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	MUTUAL OF OMAHA POLICYOWNER SERVICES PO BOX 743102 Cincinnati, OH 45274-3102	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	NATIONAL CITY P.O. BOX 856176 LOUISVILLE, KY 40285	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	NATIONAL WINE & SPIRITS CORP PO BOX 2146 INDIANAPOLIS, IN 46206	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	OLINGER DISTRIBUTING CO., INC. PO BOX 681008 INDIANAPOLIS, IN 46268-1008	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	OSWALD PROMOTIONS 4101 N ST. JOSEPH AVENUE EVANSVILLE, IN 47720	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	PEARL LAUNDRY, INC 428 N.W. 3RD STREET EVANSVILLE, IN 47708	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	PIAZZA PRODUCE INC PO BOX 68931 INDIANAPOLIS, IN 46268-0931	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	PINNACLE COMPUTER SERVICES INC. 640 S. HEBRON AVENUE EVANSVILLE, IN 47714	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	PREMIUMS PLUS INC 4962 LINCOLN AVENUE, SUITE 100 EVANSVILLE, IN 47715	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	PUMP CONSULTANTS, INC PO BOX 5746 EVANSVILLE, IN 47716	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	RICHARD'S HOOD & DUCT CLEANING PO BOX 911 JEFFERSONVILLE, IN 47131	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	ROBERT M. KEENAN, SR 3416 GRASSGLEN PLACE WESLEY CHAPEL, FL 33544	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	ROBERT P MUSGRAVE CHAPTER 13 TRUSTEE PO BOX 972 EVANSVILLE, IN 47706	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	RS COVENANT 215 EAST ELM O'FALLON, MO 63366	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	SHUFFLE MASTER GAMING 1106 Palms Airport Drive Las Vegas, NV 89119-3730	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	SHUFFLE MASTER, INC. 1106 Palms Airport Drive Las Vegas, NV 89119-3730	Claim for payments on or within 90 days before the Petition Date.
	Las vegas, INV 07117-5750	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	SIGECOM/WOW! PO BOX 630742	Claim for payments on or within 90 days before the Petition Date.
	CINCINNATI, OH 45263-0742	
Aztar Indiana Gaming Company, LLC	SILVERTON ENTERPRISES	Claim for payments on or within 90 days before the Petition Date.
	4215 CROMWELL DRIVE EVANSVILLE, IN 47725	
Aztar Indiana Gaming Company, LLC	SIMPLEXGRINNELL	Claim for payments on or within 90 days before the Petition Date.
	1545 PAMA LANE Las Vegas, NV 89119	
	Lus vogus, NV 07117	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	SPECIALTY PRODUCTS 3029 TIARA LN	Claim for payments on or within 90 days before the Petition Date.
	EVANSVILLE, IN 47711	
Aztar Indiana Gaming Company, LLC	SPECTERA INC	Claim for payments on or within 90 days before the Petition Date.
	6220 OLD DOBBIN LANE SUITE 200 COLUMBIA, MD 21045-5861	
Aztar Indiana Gaming Company, LLC	STARBUCKS COFFEE COMPANY PO BOX 84348	Claim for payments on or within 90 days before the Petition Date.
	SEATTLE, WA 98124	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	STATE CENTRAL UNIT PO BOX 6219 INDIANAPOLIS, IN 46206-6219	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	STATE OF INDIANA, TREASURER OF 242 State House Indianapolis, IN 46204	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	STERLING COMPUTER PRODUCTS 16135 COVELLO STREET VAN NUYS, CA 91406	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	SUREBRANDS INC 1910 ST. JOE CENTER RD, STE 22 FORT WAYNE, IN 46825-5000	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	SYNXIS CORPORATION 7285 COLLECTION CTR DRIVE CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	SYSCO INC PO BOX 32470 LOUISVILLE, KY 40232-2470	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	THE HARTFORD COMPANY GROUP BENEFITS DIVISION P.O. BOX 8500-3690 PHILADELPHIA, PA 19178-3690	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	TOM DINGMAN 2129 COAST AVENUE SAN MARCO, CA 92078	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	TOTAL SCRIPT 10901 W.120TH AVE. SUITE 175 BROOMFIELD, CO 80021	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	TRI STATES COCA COLA BTLG EVANSVILLE SALES CENTER 2329 PAYSPHERE CIRCLE CHICAGO, IL 60674-2329	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	TRINITY HILL GROUP, LLC 2129 COAST AVENUE SAN MARCO, CA 92078	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	TURNER COACHES PO BOX 2852 TERRE HAUTE, IN 47802-0852	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	UNISHIPPERS CORP	Claim for payments on or within 90 days before the Petition Date.
· · · · · · · · · · · · · · · · · · ·	717 SOUTH GRAND AVE WEST SPRINGFIELD, IL 62704	
Aztar Indiana Gaming Company, LLC	UNITED STATES PLAYING CARD CO. 2510 RELIABLE PARKWAY CHICAGO, IL 60686	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Camina Company, LLC	UNITED WAY	Claim for payments on or within 90 days before the Potition Date
Aztar Indiana Gaming Company, LLC	DNITED WAY PO BOX 18 EVANSVILLE, IN 47701-0018	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	USPS 800 SYCAMORE STREET EVANSVILLE, IN 4708-9998	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	VANDERBURGH CO TREASURER 1 NW MARTIN LUTHER KING JR. BLVD. ROOM 210 EVANSVILLE, IN 47708-1882	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	VECTREN ENERGY DELIVERY PO BOX 6250 INDIANAPOLIS, IN 46206-6250	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	VSR INDUSTRIES, INC. PO BOX 94135 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	WES DESIGN & SUPPLY CO., LTD. P.O. BOX 187 FARMINGDALE, NY 11735	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	WILKES DIRECT 3401 CHOUTEAU AVE. PO BOX 1541 DEPT M, ATTN: STEVE KOCH ST LOUIS, MO 63103-2913	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Company, LLC	WORKING DISTRIBUTORS INC 2800 DIEGO DRIVE EVANSVILLE, IN 47715-1799	Claim for payments on or within 90 days before the Petition Date.
Aztar Indiana Gaming Company, LLC	ZIEMER, STAYMAN, WIETZEL & SHOULDERS, LLP PO BOX 916 EVANSVILLE, IN 47706-0916	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	200 GOVERNMENT STREET, L.L.C. 200 GOVERNMENT STREET SUITE 200 BATON ROUGE, LA 70802	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	ALLTEL COMMUNICATIONS LLC	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 530533 ATLANTA, GA 30353	
Catfish Queen Partnership In Commendam	ARISTOCRAT TECHNOLOGIES, INC. 7230 Amigo St	Claim for payments on or within 90 days before the Petition Date.
	Las Vegas, NV 89123	
Catfish Queen Partnership In Commendam	AT&T	Claim for payments on or within 90 days before the Petition Date.
	85 ANNEX ATLANTA, GA 30385	

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	ATLANTIC CITY COIN-NEVADA-VSA 201 W. DECATUR AVENUE PLEASANTVILLE, NJ 8232	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	BALLY GAMING INC. P.O. BOX 98577 LAS VEGAS, NV 89193-8577	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	CANON FINANCIAL SERVICES, INC. PO BOX 4004 CAROL STREAM, IL 60197	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	CAPITAL CITY PRESS-ADVERTISING PO BOX 613 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	CAPITOL CITY WHOLESALERS, INC 2255 N. FOSTER DRIVE BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	CINTAS CORPORATION #549 205 N. 19TH STREET BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	CITY OF BR-FINANCE DEPT DEPT OF FINANCE-CITY OF BR PO BOX 1471 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	CONCENTRA MEDICAL CENTER OCCUPATIONAL HEALTH CENTERS OF LOUISIANA, A PROFESSIONAL CORP, PO BOX 75430 OKLAHOMA, OK 73147	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	DEPT OF PUBLIC SAFETY AND CORR 8181 INDEPENDENCE BLVD BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	DHL EXPRESS (USA) INC. P.O. BOX 840006 DALLAS, TX 75284-0006	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	DIANE ALLEN AND ASSOCIATES PO BOX 66337 BATON ROUGE, LA 70896	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	DIGITAL PRESS & GRAPHICS 5015 FLORIDA BLVD. BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	DURKAN PATTERNED CARPET, INC. PO BOX 1006 DALTON, GA 30722	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	ENTERGY PO BOX 8103 BATON ROUGE, LA 70891	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	FIRST PARISH TRANSPORTATION 6057 PINO STREET BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	FIXTURE DIMENSIONS INC 4355 SALZMAN RD MIDDLETOWN, OH 45044	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	GBP DIRECT 20 VETERANS BLVD SUITE 110 KENNER, LA 70062	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	GENERAL PAPER COMPANY PO BOX 98509 BATON ROUGE, LA 70884	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	GONZALES REALTY 666 CHIPPEWA STREET BATON ROUGE, LA 70805	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	GRAPHIC CONTROLS LLC P.O. BOX 1271 BUFFALO, NY 14240	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	IGT-EASTERN OPERATING #774028 4028 SOLUTIONS CENTER CHICAGO, IL 60677	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	INTERNAL REVENUE SERVICE Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	JONES WALKER 201 ST. CHARLES AVE, 50TH FLR NEW ORLEANS, LA 70170	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	JPS SECURITY & CONSULTING LLC 9542 BROOKLINE DRIVE SUITE F BATON ROUGE, LA 70809	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	KNOLL, INC.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 277778 ATLANTA, GA 30384	
Catfish Queen Partnership In Commendam	KONE INC. PO BOX 429	Claim for payments on or within 90 days before the Petition Date.
	MOLINE, IL 61266-0429	
Catfish Queen Partnership In Commendam	LA MEGAJACKPOTS #774012	Claim for payments on or within 90 days before the Petition Date.
	4012 SOLUTIONS CENTER	claim for payments of or within 70 days before the relation bate.
	CHICAGO, IL 60677	

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	LA RIVERBOAT GAMING DIVISION 7919 INDEPENDENCE BLVD. BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	LAY,PITMAN & ASSOCIATES INC 13891 ATLANTIC BLVD JACKSONVILLE, FL 32225	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	LEON DONALD LANDSCAPING 4520 SOUTH SHERWOOD FOREST BATON ROUGE, LA 70816	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	LEONARD'S PAINTING MIKE LEONARD 3702 CAPITAL HEIGHTS AVE APT 3 BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	LOUISIANA CASINO ASSOC INC. P.O. BOX 3801 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	LOUISIANA DEPT OF REVENUE SALES TAX DIVISION P.O. BOX 3138 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	LOUISIANA DEPT OF REVENUE WITHHOLDING TAX PO BOX 91017 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	LUNDIN ROOFING CO LLC 1301 COMMERCIAL DRIVE PORT ALLEN, LA 70767	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	MARITIME DEFENSE STRATEGY LLC PO BOX 3122 DAPHNE, AL 36526	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	MARTIN, MASON, STUTZ, LLP PO BOX 191853	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	DALLAS, TX 75219 MOCKLER BEVERAGE COMPANY	Claim for payments on or within 90 days before the Petition Date.
	MBC SIGNS 11811 REIGER ROAD BATON ROUGE, LA 70809	
Catfish Queen Partnership In Commendam	MODERN GAMING, INC. 20415 HIGHWAY 16 DENHAM SPRINGS, LA 70726	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	MOP N GLO JANITORIAL SERVICE & SUPPLIES INC 639 ST JOSEPH STREET BATON ROUGE, LA 70802	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	MORGAN CITY TANK CLEANERS, INC PO BOX 94 ST. AMANT, LA 70774	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	NEW WAVE AUTOMATION 5966 TOPAZ STREET LAS VEGAS, NV 89120	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	PARISH & CITY TREASURER CITY OF BATON ROUGE DEPT OF FINANCE, PO BOX 2590 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	PC CONNECTION SALES CORP. P.O. BOX 4520 WOBURN, MA 1888	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	PCW MANAGEMENT AS MANAGER FOR FRONT STREET LLC PO Box 80259 Baton Rouge, LA 70808	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	SHUFFLE MASTER, INC. 1106 Palms Airport Drive Las Vegas, NV 89119-3730	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	TIGER ATHLETIC FOUNDATION PO BOX 60049 NEW ORLEANS, LA 70160	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	TRANE PO BOX 845053 DALLAS, TX 75284	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	US FOODSERVICE, INC. 3682 COLLECTIONS CENTER DR CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	V. WILSON ASSOCIATES, INC. PO BOX 78189 ST LOUIS, MO 63178	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	WASTE MANAGEMENT PO BOX 9001054 LOUISVILLE, KY 40290	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	WELLS INDUSTRIES INC 1284 HORIZON BLVD EL PASO, TX 79927	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	WES DESIGN & SUPPLY CO., LTD. P.O. BOX 187 FARMINGDALE, NY 11735	Claim for payments on or within 90 days before the Petition Date.
Catfish Queen Partnership In Commendam	WILKES DIRECT 3401 CHOUTEAU AVE. PO BOX 1541 DEPT M, ATTN: STEVE KOCH ST LOUIS, MO 63103-2913	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	WILKES DIRECT MAIL	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 1541 DEPT M	
	ST. LOUIS, MO 63188	
Catfish Queen Partnership In Commendam	WILKES PRINTING & DIRECT MAIL,	Claim for payments on or within 90 days before the Petition Date.
	INC. 3401 CHOUTEAU AVE	
	ST. LOUIS, MO 63103	
Catfish Queen Partnership In Commendam	WMS GAMING CORPORATE RECEIPTS	Claim for payments on or within 90 days before the Petition Date.
	23571 NETWORK PLACE	orann for payments on or within 70 days before the relation bate.
	CHICAGO, IL 60673	

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	ADP, INC. PO BOX 7247-0351 PHILADELPHIA, PA 19170	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	AMERICAN ELECTROSTATIC PAINTING INC 9125 DIPLOMACY ROW DALLAS, TX 75247	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	AMERICAN HOTEL REGISTER PO BOX 94150 PALATINE, IL 60094-4150	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	AMMON'S TEMP STAFFERS PO BOX 82487 BATON ROUGE, LA 70884	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	ARISTOCRAT TECHNOLOGIES, INC. 7230 Amigo St Las Vegas, NV 89123	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	ARTONOMY 544 WEST LIBERTY ST CINCINNATI, OH 45214	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	AT&T 85 ANNEX ATLANTA, GA 30385	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	BATON ROUGE BEER AGENCY 7808 AIRLINE HWY. BATON ROUGE, LA 70815	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	CAPITAL ONE PO BOX 650007 DALLAS, TX 75265	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	CAPITOL CITY PRODUCE 16550 COMMERCIAL DR BATON ROUGE, LA 70816	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	CAPITOL CITY WHOLESALERS, INC 2255 N. FOSTER DRIVE BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	CINTAS CORPORATION #549 205 N. 19TH STREET BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	COX COMMUNICATIONS, INC.	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 9001079 LOUISVILLE, KY 40290	
Centroplex Centre Convention Hotel, L.L.C.	DALEY INTERNATIONAL, LTD.	Claim for payments on or within 90 days before the Petition Date.
	SLOT#302134 PO BOX 66973 CHICAGO, IL 60666-0973	
Centroplex Centre Convention Hotel, L.L.C.	ENTERGY	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 8103 BATON ROUGE, LA 70891	

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	ENTERPRISE RENTAL CAR 2120 VETERANS MEM BLVD KENNER, LA 70062	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	FERGUSON ENTERPRISES INC #141 P.O. BOX 644054 PITTSBURGH, PA 15264	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	FRANK CULOTTA CONTRACTOR INC 818 AMERICA STREET BATON ROUGE, LA 70802	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	GLAZERS COMPANIES OF LOUISIANA 1876 SORREL AVE BATON ROUGE, LA 70802	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	GMAC COMMERICAL FINANCE PO BOX 403058 ATLANTA, GA 30384-3058	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	INNOVATIVE HOSPITALITY SYSTEMS 4901 IBERVILLE NEW ORLEANS, LA 70119	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	KONI CORPORATION 9654 SIEMPRE VIVA ROAD SAN DIEGO, CA 92154	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	LODGENET ENTERTAINMENT CORP. P.O. BOX 952141 ST LOUIS, MO 63195	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	LOUISIANA CONTROLS, INC. 9115 MAMMOTH DRIVE BATON ROUGE, LA 70814	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	LOUISIANA DEPT OF REVENUE WITHHOLDING TAX PO BOX 91017 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	LOUISIANA DEPT OF REVENUE SALES TAX DIVISION P.O. BOX 3138 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	LOUISIANA DEPT OF REVENUE TAXPAYER SERVICES DIVISION P.O. BOX 91009 BATON ROUGE, LA 70822	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	MICROS SYSTEMS INC 7031 COLUMBIA GATEWAY DRIVE COLUMBIA, MD 21046-2289	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	MOCKLER BEVERAGE COMPANY MBC SIGNS 11811 REIGER ROAD BATON ROUGE, LA 70809	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	MUTUAL OF OMAHA POLICYOWNER SERVICES PO BOX 743102 Cincinnati, OH 45274-3102	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	NATIONAL CITY P.O. BOX 856176 LOUISVILLE, KY 40285	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. POST OFFICE BOX 89 COLUMBIA, SC 29202	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	PARISH & CITY TREASURER CITY OF BATON ROUGE DEPT OF FINANCE, PO BOX 2590 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	PELLERIN LAUNDRY MACHINERY PO BOX 1137 SALES COMPANY INC. KENNER, LA 70063	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	PEPSIAMERICAS 75 REMITTANCE DR SUITE 1884 CHICAGO, IL 60675	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	PRESENTATION SERVICES 23918 NETWORK PL CHICAGO, IL 60673	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	RELIANCE STANDARD LIFE INSURNC PO BOX 3124	Claim for payments on or within 90 days before the Petition Date.
	SOUTHESTERN, PA 19398-3124	
Centroplex Centre Convention Hotel, L.L.C.	REPUBLIC BEVERAGE COMPANY 210 DISTRIBUTION DRIVE	Claim for payments on or within 90 days before the Petition Date.
	P.O BOX 3587 LAFAYETTE, LA 70502	
Centroplex Centre Convention Hotel, L.L.C.	ROTO-ROOTER	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 64966	
	BATON ROUGE, LA 70896	

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	S & D COFFEE INC 300 CONCORD PARKWAY SOUTH PO BOX 1628 CONCORD, NC 28026	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	STARWOOD HOTELS & RESORTS WORLDWIDE, INC. PO BOX 198872 ATLANTA, GA 30384-8872	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	TAI PING CARPETS C/O BEN SWAIN 3825 OLD PATH CROSSING SUWANEE, GA 30024	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	THE LEE QUIGLEY COMPANY 700 ROCKMEAD DRIVE KINGWOOD, TX 77339	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	THE SEAFOOD SOURCE OF LA, INC PO BOX 64560 BATON ROUGE, LA 70896	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	US FOODSERVICE, INC. 3682 COLLECTIONS CENTER DR CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	UTILITY PAYMENT PROCESSING PO BOX 96025 BATON ROUGE, LA 70896	Claim for payments on or within 90 days before the Petition Date.
Centroplex Centre Convention Hotel, L.L.C.	WAYNE'S BAKERY 3856 PLANK ROAD BATON ROUGE, LA 70805	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	A TO Z ENVIRONMENTAL SERVICES PO BOX 97654 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	AGILYSYS NV 3914 PAYSPHERE CIRCLE CHICAGO, IL 60674	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	AGILYSYS NV, LLC. 11545 WILLS ROAD SUITE 100 ALPHARETTA, GA 30004	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	ALFRED MYRICK 4680 SCOTTY DR. KINGMAN, AZ 86409	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	ALICIA COVAULT PO BOX 3592	Claim for payments on or within 90 days before the Petition Date.
	KINGMAN, AZ 86401	
Columbia Properties Laughlin, LLC	ARISTOCRAT	Claim for payments on or within 90 days before the Petition Date.
	7230 AMIGO STREET LAS VEGAS, NV 89119	
Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. 7230 Amigo St	Claim for payments on or within 90 days before the Petition Date.
	Las Vegas, NV 89123	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC		Claim for payments on or within 90 days before the Petition Date.
	PO BOX 29009 PHOENIX, AZ 85038	
Columbia Properties Laughlin, LLC	ATRONIC AMERICAS LLC	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 49008 SAN JOSE, CA 95161	
Columbia Properties Laughlin, LLC	BALLY GAMING INC.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 98577 LAS VEGAS, NV 89193-8577	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577	Claim for payments on or within 90 days before the Petition Date.
	LAS VEGAS, NV 89193	
Columbia Properties Laughlin, LLC	BANK OF AMERICA 9 West 57th Street	Claim for payments on or within 90 days before the Petition Date.
	New York, NY 10019	
Columbia Properties Laughlin, LLC	BARON PEST CONTROL PO BOX 22229	Claim for payments on or within 90 days before the Petition Date.
	BULLHEAD CITY, AZ 86439	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	BIG BEND WATER DISTRICT 1520 THOMAS EDISON DRIVE	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	LAUGHLIN, NV 80929 BONANZA BEVERAGE CO 6333 E ENSWORTH ST LAS VEGAS, NV 89119	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	BRENDA LAFOND 2251 HWY 68 SPACE 105B BULLHEAD CITY, AZ 86429	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	CACTUS BINGO SUPPLY 3210 E ROESER STE 15 PHOENIX, AZ 85040	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	CARRIER CORPORATION PO BOX # 93844 CHICAGO, IL 60673	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	CENTRAL CREDIT, LLC P.O. BOX 95275 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	CINTAS CORPORATION 97627 EAGLE WAY CHICAGO, IL 60678-9760	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	CLARK COUNTY BUSINESS LICENSE 500 S GRAND CENTRAL PKWY 3RD FLOOR PO BOX 551810 LAS VEGAS, NV 89155	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	COORS OF LAS VEGAS	Claim for payments on or within 90 days before the Petition Date.
	1849 W Cheyenne Ave North Las Vegas, NV 89032	
Columbia Properties Laughlin, LLC	CORE-MARK INT INC P.O. BOX 93237	Claim for payments on or within 90 days before the Petition Date.
	LAS VEGAS, NV 89193	
Columbia Properties Laughlin, LLC	CSG DIRECT INC	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 71592	
	RENO, NV 89570-1592	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	DALEY INTERNATIONAL, LTD. SLOT#302134 PO BOX 66973 CHICAGO, IL 60666-0973	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	DECO FOODSERVICE PO BOX 915 700 W. BROADWAY NEEDLES, CA 92363	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	DELUCA LIQUOR & WINE 1849 W. CHEYENNE AVE LAS VEGAS, NV 89032	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	DESERT MEATS & PROVISIONS PO BOX 98680 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	DESERT MOUNTAIN LANDSCAPE PO BOX 20331 BULLHEAD CITY, AZ 86439	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	DUNTON & DUNTON LLP 119 E ANDY DEVINE AVE KINGSMAN, AZ 86401	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	FORTUNET INC 2950 S HIGHLAND DR SUITE C LAS VEGAS, NV 89109	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	GET FRESH SALES PO BOX 96087 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	GUEST SUPPLY INC PO BOX 824700 PHILADELPHIA, PA 19182	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	HOSPITALITY & CATERING 6000 FELDWOOD RD COLLEGE PARK, GA 30349	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	HOSPITALITY NETWORK INC C/O AMERICANA PAYROLL PO BOX 43628 LAS VEGAS, NV 89116	Claim for payments on or within 90 days before the Petition Date.
Columbia Proportios Laughlin, LLC	IGT	Claim for pourports on or within 00 days before the Datition Date
Columbia Properties Laughlin, LLC	6355 South Buffalo Drive Las Vegas, NV 89113-2133	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	INTERNAL REVENUE SERVICE Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	JET PRINTING 2237 ACOMA BLVD WEST LAKE HAVASU CITY, AZ 86403	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	JOHNSON BUSINESS MACHINES INC. 3150 S. PROCYON STREET LAS VEGAS, NV 89102	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	K CARLTON INTERNATIONAL INC PO BOX 21671 FT LAUDERDALE, FL 33335	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	Konami gaming, inc.	Claim for payments on or within 90 days before the Petition Date.
	585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	
Columbia Properties Laughlin, LLC	KORT DISTRIBUTORS, INC.	Claim for payments on or within 90 days before the Petition Date.
, , , , , , , , , , , , , , , , , , ,	PO BOX 20381 BULLHEAD CITY, AZ 86439	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	L.A. SPECIALTY PO BOX 2293	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	SANTAFE SPRING, CA 90670 LAMAR COMPANIES PO BOX 96030	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	BATON ROUGE, LA 70896	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 32746 LAUGHLIN, NV 89028	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	MAD DOG WIRELESS INC. 10 Media Center Drive LAKE HAVASU CITY, AZ 86403	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	MICROS SYSTEMS INC 7031 COLUMBIA GATEWAY DRIVE COLUMBIA, MD 21046-2289	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	MILNER MARKETING CORPORATION 2002 RENAISSANCE BLVD STE 230 KING OF PRUSSIA, PA 19406	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	MISSION INDUSTRIES 1070 GAUGE DRIVE LAKE HAVASU CITY, AZ 86403	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	MUTUAL OF OMAHA POLICYOWNER SERVICES PO BOX 743102 Cincinnati, OH 45274-3102	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	NATIONAL CITY	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 856176 LOUISVILLE, KY 40285	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	NEC UNIFIED SOLUTIONS, INC. LOCKBOX - WEST DEPT 100150 PASADENA, CA 91189	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	NEVADA BEVERAGE COMPANY P.O. BOX 93538 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	NEVADA DEPARTMENT OF TAXATION PO BOX 52674 PHOENIX, AZ 85072-2674	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	NEVADA DEPARTMENT OF TAXATION STATE OF NEVADA-SALES/USE P.O. BOX 52609 PHOENIX, AZ 85072	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	NEVADA GAMING COMMISSION TAX & LICENSE DIVISION P.O. BOX 8004 CARSON CITY, NV 89702-8004	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	NEVADA POWER COMPANY PO BOX 30086 RENO, NV 89520	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	NEVADA UNCLAIMED PROPERTY 555 E. WASHINGTON AVE S#4200 LAS VEGAS, NV 89101-1070	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	NEWS WEST PUBLISHING CO PO BOX 21209 BULLHEAD CITY, AZ 86439	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	NV MEGAJACKPOTS DEPARTMENT 7870 LOS ANGELES, CA 90088	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	OFFICE EXPRESS 1788 HIGHWAY 95 BULLHEAD CITY, AZ 86442	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. POST OFFICE BOX 89 COLUMBIA, SC 29202	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	OTIS ELEVATOR COMPANY	Claim for payments on or within 90 days before the Petition Date.
	10 Farm Springs Road Farmington, CT 06032	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	OUTWEST MEAT COMPANY 300 W BONANZA RD	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	LAS VEGAS, NV 89106 PEPSI-COLA	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 75948 CHICAGO, IL 60675	
Columbia Properties Laughlin, LLC	REPUBLIC SERVICES, INC. PO BOX 78040 PHOENIX, AZ 85062-8040	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	SHAMROCK FOODS COMPANY	Claim for payments on or within 90 days before the Petition Date.
	BOX 52420 PHOENIX, AZ 85072	
Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC.	Claim for payments on or within 90 days before the Petition Date.
	1106 Palms Airport Drive Las Vegas, NV 89119-3730	
Columbia Properties Laughlin, LLC	SIMPLEXGRINNELL 1545 PAMA LANE Las Vegas, NV 89119	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	SOUTHERN WINE AND SPIRITS PO BOX 19299 LAS VEGAS, NV 89132	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	SOUTHWEST GAS CORPORATION PO BOX 98890 LAS VEGAS, NV 89150	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	SPRINT PO BOX 219100 KANSAS CITY, MO 64121-9100	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	STAR LINEN&HOSPITALITY SUPPLY 1501 LANCER DRIVE MOORESTOWN, NJ 8057	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	STATE COLL & DISB UNIT-SCADO P O BOX 98950 LAS VEGAS, NV 89193-8950	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	STEVE BEYER PRODUCTIONS 133 N. GIBSON ROAD HENDERSON, NV 89104	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	STEVE HANSON 985 HARBOR DRIVE	Claim for payments on or within 90 days before the Petition Date.
	BULLHEAD CITY, AZ 86442	
Columbia Properties Laughlin, LLC	SUPPORT PAYMENT CLEARINGHOUSE	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 52107 PHOENIX, AZ 85072-2107	
Columbia Properties Laughlin, LLC	SUPREME LOBSTER 6065 SOUTH POLARIS AVENUE	Claim for payments on or within 90 days before the Petition Date.
	LAS VEGAS, NV 89118	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	SYNXIS CORPORATION 7285 COLLECTION CTR DRIVE CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	THE ARIZONA REPUBLIC CUSTOMER ACCOUNTING SERVICES PO BOX 200 PHOENIX, AZ 85001-0200	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	TONY'S PRODUCE PO BOX 21656 BULLHEAD CITY, AZ 86439	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	TOTAL IP LLC 3019 PETERSBURG ROAD HEBRON, KY 41048	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	TRI-STATE BUILDING MATERIALS 4515 HIGHWAY 95 BULLHEAD CITY, AZ 86426	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	UNITED ELECTRIC SUPPLY OF NEED 700 NORTH ""K"" STREET NEEDLES, CA 92363	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	UNITED STATES PLAYING CARD CO. 2510 RELIABLE PARKWAY CHICAGO, IL 60686	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	US FOODSERVICE, INC. 3682 COLLECTIONS CENTER DR CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	WES DESIGN & SUPPLY CO., LTD. P.O. BOX 187 FARMINGDALE, NY 11735	Claim for payments on or within 90 days before the Petition Date.

WESTCO- BAKEMARK	Claim for payments on or within 90 days before the Petition Date.
2570 KIEL WAY N. LAS VEGAS, NV 89030-	
WESTERN ENERGETIX,LLC	Claim for payments on or within 90 days before the Petition Date.
PO BOX 049002 AUBURN, CA 95604	
620 KRESGE LANE SPARKS, NV 89431	Claim for payments on or within 90 days before the Petition Date.
	2570 KIEL WAY N. LAS VEGAS, NV 89030- WESTERN ENERGETIX,LLC PO BOX 049002 AUBURN, CA 95604 WESTERN MONEY SYSTEMS 620 KRESGE LANE

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	WHITE DOVE MATTRESS LTD PO BOX 631461	Claim for payments on or within 90 days before the Petition Date.
	CINCINNATI, OH 45263	
Columbia Properties Laughlin, LLC	WILKES DIRECT MAIL PO BOX 1541 DEPT M ST. LOUIS, MO 63188	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	WILLIAMS GAMING INC 800 SOUTH NORTHPOINT BLVD	Claim for payments on or within 90 days before the Petition Date.
	WAUKEGAN, IL 60085	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	WMS GAMING CORPORATE RECEIPTS 23571 NETWORK PLACE CHICAGO, IL 60673	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	WMS GAMING INC. P.O. BOX 50507 LOS ANGELES, CA 90074-0507	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Laughlin, LLC	XPRESS GRAPHICS 1531 JILL WAY 10 & 11 FT. MOHAVE, AZ 86427	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	YOUNG ELECTRIC SIGN COMPANY	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 11676 TACOMA, WA 98411	claim for payments of or within 70 days before the retained bate.
Columbia Properties Tahoe, LLC	A.CARLISLE	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 11680 RENO, NV 89510	
Columbia Properties Tahoe, LLC	AGILYSYS NV	Claim for payments on or within 90 days before the Petition Date.
	3914 PAYSPHERE CIRCLE CHICAGO, IL 60674	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	ALPINE REFRIGERATION SERVICE PO BOX 550970 SOUTH LAKE TAHOE, CA 96155	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	AMADOR STAGE LINES, INC. PO BOX 15707 1331 C STREET SACRAMENTO, CA 95852	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	AMERICAN FISH & SEAFOOD CO BOX 2, FILE 1069 1801 W. OLYMPIC BLVD PASADENA, CA 91199-1069	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	ANDRADE APPAREL, INC.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 4168 SUNLAND, CA 91040	
Columbia Properties Tahoe, LLC	ARDAMAN & ASSOCIATES INC PO BOX 83710 BATON ROUGE, LA 70884	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	ARISTOCRAT TECHNOLOGIES, INC. 7230 Amigo St Las Vegas, NV 89123	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	ARRASMITH PROMOTIONS, LLC.	Claim for payments on or within 90 days before the Petition Date.
	6115 WIEHE ROAD CINCINNATI, OH 45237	
Columbia Properties Tahoe, LLC	AT&T	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 13142 NEWARK, NJ 07101-5642	
Columbia Properties Tahoe, LLC	ATRONIC AMERICAS LLC	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 49008 SAN JOSE, CA 95161	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	AVEDA SERVICES CHICAGO REMITRAC BOX 14405 14405 COLLECTIONS CENTER DR CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	BANK OF AMERICA 9 West 57th Street New York, NY 10019	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	BEST BUY (STORE 850) 911 TOPSY LANE CARSON CITY, NV 89705	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	BONANZA PRODUCE CO PO BOX 604 SPARKS, NV 89431	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	BOOMERANG DESIGN GROUP PO BOX 550996 SOUTH LAKE TAHOE, CA 96155	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	BRIGGS ELECTRIC, INC. 14381 FRANKLIN AVE TUSTIN, CA 92780	Claim for payments on or within 90 days before the Petition Date.

Name of Counterparty	Nature
BRIGHT BUSINESS MEDIA , LLC 475 GATE 5 RD., SUITE 225 SAUSALITO, CA 94965	Claim for payments on or within 90 days before the Petition Date.
CAPITAL BEVERAGE 2333 FAIRVIEW DR CARSON CITY, NV 89701	Claim for payments on or within 90 days before the Petition Date.
CBS OUTDOOR P.O. BOX 33074 NEWARK, NJ 7188	Claim for payments on or within 90 days before the Petition Date.
	BRIGHT BUSINESS MEDIA , LLC 475 GATE 5 RD., SUITE 225 SAUSALITO, CA 94965 CAPITAL BEVERAGE 2333 FAIRVIEW DR CARSON CITY, NV 89701 CBS OUTDOOR P.O. BOX 33074

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	CENTRAL CREDIT, LLC P.O. BOX 95275 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	CHARTER COMMUNICATIONS PO BOX 78034 PHOENIX, AZ 85062-8034	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	CHERRY CREEK RADIO, LL 2435 E VENICE DRIVE # 120 SOUTH LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	CLEAR CHANNEL BROADCASTING INC PO BOX 60000 FILE 030070 SAN FRANCISCO, CA 94160	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	CLEAR CHANNEL OUTDOOR FILE#3005 P.O. BOX 60000 SAN FRANCISCO, CA 94160	Claim for payments on or within 90 days before the Petition Date.
Columbia Proportios Taboo 11 C		Claim for payments on or within 90 days before the Potition Date
Columbia Properties Tahoe, LLC	COLONIAL PRESS PRINTERS, INC. 186 NORTH MAIN STREET WALTON, KY 41094	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	COMSTOCK WINE & SPIRITS PO BOX 2247 SPARKS, NV 89431	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	CORE MARK INTERNATIONAL INC. 1520 NATIONAL DRIVE SACRAMENTO, CA 95834	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	CROWN BEVERAGE, INC 1650 LINDA WAY SPARKS, NV 89431	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	CRYSTAL DAIRY FOODS INC 925 ELOISE AVENUE SOUTH LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	CSG DIRECT INC P.O. BOX 71592 RENO, NV 89570-1592	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	CTS MANAGEMENT COMPANY BLUE GO PO BOX 5310 STATELINE, NV 89449	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	DIGIPRINT 4865 LONGLEY LANE UNIT C	Claim for payments on or within 90 days before the Petition Date.
	RENO, NV 89502	
Columbia Properties Tahoe, LLC	DOUGLAS COUNTY CONSTABLE	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 218 MINDEN, NV 89423	
Columbia Properties Tahoe, LLC	DOUGLAS COUNTY TREASURER P.O. BOX 218	Claim for payments on or within 90 days before the Petition Date.
	MINDEN, NV 89423	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	DOUGLAS COUNTY TREASURER PO BOX 3000	Claim for payments on or within 90 days before the Petition Date.
	MINDEN, NV 89423	
Columbia Properties Tahoe, LLC	E.D.D. STATE OF CALIFORNIA	Claim for payments on or within 90 days before the Petition Date.
	EMPLOYMENT DEVELOPMENT DEPT SACRAMENTO, CA 94230-6276	
Columbia Properties Tahoe, LLC	EARTHGRAINS BAKING CO PO BOX 100697	Claim for payments on or within 90 days before the Petition Date.
	PASADENA, CA 91189-1006	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	ECOLAB	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 100512 PASADENA, CA 91189	
Columbia Properties Tahoe, LLC	ECOLAB PEST ELIMINATION SERV.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 6007 GRAND FORKS, ND 58206	
Columbia Properties Tahoe, LLC	EDGEWOOD WATER CO.	Claim for payments on or within 90 days before the Petition Date.
	1300 BUCKEYE ROAD STE A MINDEN, NV 89423	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	ELBERT FRANK VARGAS 6365 PEBBLE BEACH CREEK LODGE WAY LAS VEGAS, NV 89148	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	GANG TOURING INC 50 CHURCH STREET SUITE L-11 MONTCLAIR, NJ 7042	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	GRAINGER DEPT 826128522 PO BOX 419267 KANSAS CITY, MO 64141-6267	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	GREG HOWEY 1852 NARRAGANSETT CIRCLE LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	HD96 PUBLISHING LLC PO BOX 8205 INCLINE VILAGE, NV 89452	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	HOSPITALITY NETWORK INC C/O AMERICANA PAYROLL PO BOX 43628 LAS VEGAS, NV 89116	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	IGI RESOURCES, INC. LOCKBOX #12124 12124 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	IGT 6355 South Buffalo Drive Las Vegas, NV 89113-2133	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	IKON FINANCIAL SERVICES PO BOX 650073 DALLAS, TX 75265	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	IMAGINE THIS INC 1277 S LYON AVE SUITE 501 SANTA ANA, CA 92705	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	INFOSEARCH INTERNATIONAL 475 HILL STREET SUITE B RENO, NV 89501	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	INTERNAL REVENUE SERVICE Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	IPROMOTEU, INC.	Claim for payments on or within 90 days before the Petition Date.
	321 Commonwealth Road Suite 103 Wayland, MA 01778	
Columbia Properties Tahoe, LLC	JOHNS CLEANERS	Claim for payments on or within 90 days before the Petition Date.
	3451 LAKE TAHOE BLVD SO LAKE TAHOE, CA 96150	
Columbia Properties Tahoe, LLC	LEEP PRODUCTIONS INC	Claim for payments on or within 90 days before the Petition Date.
	800 S CENTER ST RENO, NV 898501	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	LUCE & SON INC PO BOX 2191 RENO, NV 89505	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	MARIETTA CORPORATION P.O. BOX 8500-41935 PHILADELPHIA, PA 19178	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	MISSION INDUSTRIES #40 1161 FAIRVIEW DRIVE CARSON CITY, NV 89701	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	MOON LIGHTING & SOUND 4582 GANNET PEAK CIRCLE SPARKS, NV 89436	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	MUTUAL OF OMAHA POLICYOWNER SERVICES PO BOX 743102 Cincinnati, OH 45274-3102	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NATIONAL CITY	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 856176 LOUISVILLE, KY 40285	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	NELSON ELECTRIC COMPANY INC 1410 FREEPORT BOULEVARD SPARKS, NV 89431	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NEVADA DEPARTMENT OF TAXATION PO BOX 52674 PHOENIX, AZ 85072-2674	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NEVADA DEPARTMENT OF TAXATION STATE OF NEVADA-SALES/USE P.O. BOX 52609 PHOENIX, AZ 85072	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	NEVADA DEPT OF TAXATION STATE OF NEVADA SALES/USE PO BOX 52609 PHOENIX, AZ 85072-2609	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NEVADA DIVISION OF HEALTH BUREAU OF HEALTH PROTECTION SV 2550 MARSHALL RD, STE 400 CARSON CITY, NV 89706	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NEVADA EXHAUST CLEANING, INC. P.O. BOX 20701 RENO, NV 89515	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	NEVADA GAMING COMMISSION TAX & LICENSE DIVISION P.O. BOX 8004 CARSON CITY, NV 89702-8004	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NEW WEST DISTRIBUTING INC 127 WOODLAND AVENUE RENO, NV 89523	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NIELSEN BUSINESS MEDIA INC PO BOX 88915 CHICAGO, IL 60695-1915	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	NIKOS COMMERCIAL SERVICE GREASE BUSTERS 10675 SILVER CLIFF WAY RENO, NV 89521	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NORTHERN VIDEO SYSTEMS INC 3625 CINCINNATI AVENUE ROCKLIN, CA 95765	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	NORTHWEST PIPELINE CORPORATION C/O WILLIAMS ATTN: TREASURY LEVEL16, PO BOX 1396 HOUSTON, TX 77251	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	NV MEGAJACKPOTS DEPARTMENT 7870	Claim for payments on or within 90 days before the Petition Date.
	LOS ANGELES, CA 90088	
Columbia Properties Tahoe, LLC	PAIUTE PIPELINE COMPANY	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 94197 LAS VEGAS, NV 89193	
Columbia Properties Tahoe, LLC	PARK CATTLE CO PO BOX 2249	Claim for payments on or within 90 days before the Petition Date.
	STATELINE, NV 89449	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	PEPSI-COLA PO BOX 841828 DALLAS, TX 75284	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	RENEGADE PRODUCTIONS, INC. 4255 BEAUMONT RD. P.O. BOX 6585 TAHOE CITY, CA 96145	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	RENO GAZETTE - JOURNAL ATTN: A/R CASHIER PO BOX 22000 RENO, NV 89520	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	RENO RADIO REPRESENTATIVES 961 MATLEY LANE, SUITE 120 RENO, NV 89502	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	ROBERT HALL PO BOX 5471 STATELINE, NV 89449	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	SALES & MARKETING UNLTD, NV 1349 SANTA CRUZ DR., STE 100 MINDEN, NV 89423	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	SHUFFLE MASTER, INC. 1106 Palms Airport Drive Las Vegas, NV 89119-3730	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	SIERRA AT TAHOE 1111 SIERRA AT TAHOE RD TWIN BRIDGES, CA 95735	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	SIERRA PACIFIC POWER COMPANY PO BOX 30065 RENOH LAKE TAHOE, NV 89520	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	SILVER STATE LIQUOR & WINE 100 DISTRIBUTION DRIVE SPARKS, NV 89441	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	SIMPLEXGRINNELL 1545 PAMA LANE Las Vegas, NV 89119	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	SOUTH TAHOE NEWSPAPER AGENCY PO BOX 10437 SOUTH LAKE TAHOE, CA 96158	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	SOUTH TAHOE REFUSE CO INC.	Claim for payments on or within 90 days before the Petition Date.
	2140 RUTH AVENUE SOUTH LAKE TAHOE, CA 96150	
Columbia Properties Tahoe, LLC	SOUTHWEST GAS CORPORATION P.O. BOX 97255	Claim for payments on or within 90 days before the Petition Date.
	LAS VEGAS, NV 89193	
Columbia Properties Tahoe, LLC	SPRINT	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 660092	
	DALLAS, TX 75266	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	STAR LINEN&HOSPITALITY SUPPLY 1501 LANCER DRIVE MOORESTOWN, NJ 8057	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	STARBUCKS COFFEE (ROYALTY) PO BOX 34067 Royalty Acct. Mail Stop S-AC1 SEATTLE, WA 98124	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	STARBUCKS COFFEE COMPANY PO BOX 84348 SEATTLE, WA 98124	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	STARCITE, INC. 1650 ARCH STREET, 18TH FLR PHILADELPHIA, PA 19103	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	TAHOE DAILY TRIBUNE 3079 Harrison SOUTH LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	TAHOE PRINTING 2116 DUNLAP DRIVE SOUTH LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	TAHOE QUARTERLY MAGAZINE 288 VILLAGE BLVD, SUITE 7 INCLINE VILLAGE, NV 89451	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	THRAN'S FLOWERS 2175 LAKE TAHOE BLVD. SO LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	THREE DOG NIGHT A CALIFORNIA PARTNERSHIP C/O MAKENZIE ACCOUNTING, PO BOX 96597 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	TICKETMASTER 14643 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	TOUCHSTONE MDSE GROUP, LLC 7405 INDUSTRIAL ROW DRIVE MASON, OH 45040	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	TROYLAND INC. D/B/A 877SIGNGUY.COM 2335 ROANOKE TRAIL RENO, NV 89523	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	UNITED STATES PLAYING CARD CO. 2510 RELIABLE PARKWAY CHICAGO, IL 60686	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	US FOODSERVICE, INC. 3682 COLLECTIONS CENTER DR CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	VAIL RESORTS, INC. PO BOX 38 KEYSTONE, CO 80435	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	VERIZON CALIFORNIA	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 9688 MISSION HILLS, CA 91346	
Columbia Properties Tahoe, LLC	VERIZON SELECT SERVICES INC.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 650457 DALLAS, TX 75265	
Columbia Properties Tahoe, LLC	WEIDINGER PUBLIC RELATIONS	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 5097 STATELINE, NV 89449	

Legal Entity	Name of Counterparty	Nature
Columbia Decentica Takan 110		Claim fan naumante an anuithin 00 daus hafara tha Datition Data
Columbia Properties Tahoe, LLC	WES DESIGN & SUPPLY CO., LTD. P.O. BOX 187 FARMINGDALE, NY 11735	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	WESTERN ENERGETIX,LLC	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 049002 AUBURN, CA 95604	
Columbia Properties Tahoe, LLC	WESTERN STATE DESIGN INC.	Claim for payments on or within 90 days before the Petition Date.
	25616 NICKEL PLACE HAYWARD, CA 94545	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	WILKES DIRECT MAIL PO BOX 1541 DEPT M ST. LOUIS, MO 63188	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	WMS GAMING (NEVADA) INC. ATTN: ACCTS RECEIVABLE 800 SOUTH NORTHPOINT BLVD WAUKEGAN, IL 60085	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	WYNNEFIELD PRODUCTIONS INC DONALD RICKLES 1801 AVE OF THE STARS #833 LOS ANGELES, CA 90067	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	YOUNG ELECTRIC SIGN COMPANY P.O. BOX 11676 TACOMA, WA 98411	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Tahoe, LLC	YOUNGER AGENCY/AAWC ADV. 5418 LONGLEY LANE, STE B RENO, NV 89511	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	ADP, INC. PO BOX 7247-0351 PHILADELPHIA, PA 19170	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	ARRASMITH PROMOTIONS, LLC. 6115 WIEHE ROAD CINCINNATI, OH 45237	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	ATRONIC AMERICAS LLC PO BOX 49008 SAN JOSE, CA 95161	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	AVAYA, INC. P.O. BOX 5125 CAROL STREAM, IL 60197	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	BALLY GAMING INC. P.O. BOX 98577 LAS VEGAS, NV 89193-8577	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	BIG RIVER SHIPBUILDERS, INC. 404 PORT TERMINAL CIRCLE VICKSBURG, MS 39183	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	BROWN BOTTLING GROUP PO BOX 3186 RIDGELAND, MS 39158	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	BROWN BOTTLING GROUP INC PO BOX 11129 SALES 982-4160 JACKSON, MS 39283	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	CAPITAL CITY BEVERAGE INC 920 WEST COUNTY LINE RD JACKSON, MS 39213	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	CITY OF VICKSBURG PO BOX 150 VICKSBURG, MS 39181	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	CITY OF VICKSBURG PO BOX 58 VICKSBURG, MS 39181-0058	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	CLEAR CHANNEL BROADCASTING INC	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 406024	
	ATLANTA, GA 30305	
Columbia Properties Vicksburg, LLC	COOMES PRODUCE	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 820912	
	1801 MULBERRY STREET VICKSBURG, MS 39182-0912	
Columbia Properties Vicksburg, LLC	DOC'S WHOLESALE	Claim for payments on or within 90 days before the Petition Date.
	1890 S FRONTAGE RD	
	VICKSBURG, MS 39180	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	ENTERGY PO BOX 8105 BATON ROUGE, LA 70891	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	ERNST & YOUNG Pittsbg Ntnl Bank-Pitt 640382 PO Box 640382 Pittsburgh, PA 15264-0382	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	F & G BEVERAGE 1707 WASHINGTON STREET P.N. 7828 W.N. 098030 VICKSBURG, MS 39180	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	FARMERS SEAFOOD CO., INC 1192 HAWN AVE PO BOX 1225 SHREVEPORT, LA 71163	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	FPRS 2200 Western Court Suite 150 Lisle, IL 60532	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	GRAHAM GROUP PO BOX 51145 LAFAYETTE, LA 70505	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	HAROLD J BARKLEY JR TRUSTEE PO BOX 321454 FLOWOOD, MS 39232	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	HERMETIC RUSH SERVICES, INC. P.O. BOX 5565 JACKSON, MS 39288	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	HYNUM CONSTRUCTION 684 KIRKLAND RD VICKSBURG, MS 39180	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	IGT-EASTERN OPERATING #774028 4028 SOLUTIONS CENTER CHICAGO, IL 60677	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	IMAGINE THIS INC 1277 S LYON AVE SUITE 501 SANTA ANA, CA 92705	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	INTERNAL REVENUE SERVICE Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	INTRALINKS, INC. P.O. Box 414476 Boston, MA 02241-4476	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	IPROMOTEU, INC. 321 Commonwealth Road Suite 103 Wayland, MA 01778	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	JACKSON PAPER COMPANY 4400-C MANGUM DR FLOWOOD, MS 39232	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	JM DIGITAL PRINTING, INC. P.O. BOX 18365 NATCHEZ, MS 39122	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	LOOP LINEN & UNIFORM 463 AVENUE A WESTWEGO, LA 70094	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	MELODIC MOON, INC. PO BOX 7084 DOUGLASVILLE, GA 30154	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	MISSISSIPPI PRESS SERVICES,INC 371 EDGEWOOD TERRACE JACKSON, MS 39206	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	MISSISSIPPI STATE TAX COMMISSI P.O. Box 1033 Jackson, MS 39201	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	MISSISSIPPI TAX COMMISSION PO BOX 23075	Claim for payments on or within 90 days before the Petition Date.
	JACKSON, MS 39225	
Columbia Properties Vicksburg, LLC	MORRIS SPECIALTY PUBLICATIONS DBA JACKPOT! AND MGN 2550 MARSHALL RD, STE 400 BILOXI, MS 39531	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	MS DEPT OF HUMAN SERVICES PO BOX 4301	Claim for payments on or within 90 days before the Petition Date.
	JACKSON, MS 9296-4301	

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	MS MEGAJACKPOTS #7704016 4016 SOLUTIONS CENTER CHICAGO, IL 60677	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	MS STATE TAX COMMISSION SALES TAX DIVISION POB 23075 JACKSON, MS 39225	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	MUTUAL OF OMAHA POLICYOWNER SERVICES PO BOX 743102 Cincinnati, OH 45274-3102	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	NEW ORLEANS FISH HOUSE 795 E. MCDOWELL ROAD JACKSON, MS 39208	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	NOLAND PO BOX 402301 ATLANTA, GA 30384	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. POST OFFICE BOX 89 COLUMBIA, SC 29202	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	OUTDOOR VISUALS OF MISSISSIPPI PO BOX 5364 JACKSON, MS 39296	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	SCHINDLER ELEVATOR CORPORATION PO BOX 93050 CHICAGO, IL 60673	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	SHUFFLE MASTER, INC. 1106 Palms Airport Drive Las Vegas, NV 89119-3730	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	SMITH-MANUS PO BOX 952504 ST LOUIS, MO 63195	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	SOUTH TAHOE REFUSE CO INC. 2140 RUTH AVENUE SOUTH LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	SOUTHEASTERN AUTOMATIC SPRINKLER CO. INC. PO BOX 1338 MADISON, MS 39130	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	SOUTHERN BEVERAGE 1480 HWY 61 N VICKSBURG, MS 39183	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	SPECIALITY HOUSE OF CREATION 1568 JESSE BRIDGE ROAD PITTSGROVE, NJ 08318-4563	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	STAR LINEN&HOSPITALITY SUPPLY 1501 LANCER DRIVE MOORESTOWN, NJ 8057	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	TEMCO, INC. 7385 HWY 483 LENA, MS 39094	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	THYSSENKRUPP ELEVATOR CORP PO BOX 933004 ATLANTA, GA 31193	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	TODD SCALLIONS LAWN SERVICE PO BOX 820473 VICKSBURG, MS 39180	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	TREY CHILDS ELECTRICAL SERVICE PO BOX 5302 GREENVILLE, MS 38704	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	US FOODSERVICE, INC. 3682 COLLECTIONS CENTER DR CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	WASTE MANAGEMENT PO BOX 9001054 LOUISVILLE, KY 40290	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	WILKES DIRECT MAIL PO BOX 1541 DEPT M ST. LOUIS, MO 63188	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	WKXI FM PO BOX 9446 JACKSON, MS 39209	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	WLBT LOCKBOX #1375 PO BOX 11407 BIRMINGHAM, AL 35246	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	WMS GAMING PO BOX 24023 DEPT. 03-022 JACKSON, MS 39255	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	WMS GAMING CORPORATE RECEIPTS 23571 NETWORK PLACE CHICAGO, IL 60673	Claim for payments on or within 90 days before the Petition Date.
Columbia Properties Vicksburg, LLC	WMS GAMING INC DEPT 03-035 PO BOX 24023 JACKSON, MS 39255	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
CP Baton Rouge Casino, L.L.C.	AAA IMPROVED PAINTING INC 12222 ASTOLAT AVE BATON ROUGE, LA 70816	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	ANNETTE CRAWFORD, TRUSTEE PO 2159 MEMPHIS, TN 38101-2159	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	ARDAMAN & ASSOCIATES INC PO BOX 83710 BATON ROUGE, LA 70884	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
CP Baton Rouge Casino, L.L.C.	COLE & RUSSELL ARCHITECTS, INC 537 E. PETE ROSE WAY SUITE 200 CINCINNATI, OH 45202	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	DEPT OF SOCIAL SERVICES PO BOX 260222 BATON ROUGE, LA 70826	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	FERGUSON ENTERPRISES INC #141 P.O. BOX 644054 PITTSBURGH, PA 15264	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
CP Baton Rouge Casino, L.L.C.	INTERNAL REVENUE SERVICE Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	Claim for payments on or within 90 days before the Petition Date.
	oguen, or 84201-0012	
CP Baton Rouge Casino, L.L.C.	JAMESTOWN METAL MARINE SALES 4710 NW BOCA RATON BLVD BOCA RATON, FL 33431	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	JONES WALKER 201 ST. CHARLES AVE, 50TH FLR NEW ORLEANS, LA 70170	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
CP Baton Rouge Casino, L.L.C.	LAY,PITMAN & ASSOCIATES INC 13891 ATLANTIC BLVD JACKSONVILLE, FL 32225	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	LEONARD'S PAINTING MIKE LEONARD 3702 CAPITAL HEIGHTS AVE APT 3 BATON ROUGE, LA 70806	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	LOUISIANA DEPT OF REVENUE WITHHOLDING TAX PO BOX 91017 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
CP Baton Rouge Casino, L.L.C.	MAPP CONSTRUCTION	Claim for payments on or within 90 days before the Petition Date.
	344 THIRD STREET BATON ROUGE, LA 70801	
CP Baton Rouge Casino, L.L.C.	NATIONAL FLOOR COVERING	Claim for payments on or within 90 days before the Petition Date.
	5051 CO RD 240 WAELDER, TX 78959	
CD Deter Deurs Cosine 1 1 C		Claim for nourcente en acuittin 00 deux hefere the Detition Dete
CP Baton Rouge Casino, L.L.C.	RUSSO PLUMBING 317 5TH STREET #D	Claim for payments on or within 90 days before the Petition Date.
	MORGAN CITY, LA 70380	

Legal Entity	Name of Counterparty	Nature
CP Baton Rouge Casino, L.L.C.	SHE SHERWIN-WILLIAMS CO. 4469 PERKINS RD. BATON ROUGE, LA 70808	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	STAR ELECTRIC OF LOUISIANA LLC 4142 COUNTRY HILL DRIVE BATON ROUGE, LA 70816	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	STEVEN SCHAEFER ASSOC INC 10411 MEDALLION DR SUITE 121 CINCINNATI, OH 45241	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
CP Baton Rouge Casino, L.L.C.	TRI-STATE WINLECTRIC 6201 STEWART STREET CINCINNATI, OH 45227	Claim for payments on or within 90 days before the Petition Date.
CP Baton Rouge Casino, L.L.C.	VESSEL OPERATION & SERVICE MANAGEMENT LLC PO BOX 1581 MORGAN CITY, LA 70381	Claim for payments on or within 90 days before the Petition Date.
CP Laughlin Realty, LLC	ERNST & YOUNG Pittsbg Ntnl Bank-Pitt 640382 PO Box 640382 Pittsburgh, PA 15264-0382	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Jazz Enterprises, Inc.	COHN REALTY COMPANY, INC. C/O LA CHAMPAGNE & CO. 4911 BENNINGTON AVENUE BATON ROUGE, LA 70808	Claim for payments on or within 90 days before the Petition Date.
Jazz Enterprises, Inc.	LOUISIANA DEPT OF REVENUE PO BOX 201 BATON ROUGE, LA 70821	Claim for payments on or within 90 days before the Petition Date.
Jazz Enterprises, Inc.	ROSENTHAL & ASSOCIATES C/O LA CHAMPAGNE & CO. 4911 BENNINGTON AVENUE BATON ROUGE, LA 70808	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Jazz Enterprises, Inc.	SHERATON BATON ROUGE	Claim for payments on or within 90 days before the Petition Date.
	102 France Street Baton Rouge, LA 70802	
JMBS Casino LLC	AC COIN & SLOT SERVICE CO 201 W. DECATUR AVE	Claim for payments on or within 90 days before the Petition Date.
	PLEASENTVILLE, NJ 8232	
JMBS Casino LLC	ALCOHOLIC BEVERAGE CONTROL DIV PO BOX 540	Claim for payments on or within 90 days before the Petition Date.
	MADISON, MS 39130	

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	ALLEN & GOOCH P.O. BOX 3768	Claim for payments on or within 90 days before the Petition Date.
	LAFAYETTE, LA 70502	
JMBS Casino LLC	ARISTOCRAT TECHNOLOGIES, INC. 7230 Amigo St Las Vegas, NV 89123	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	ATLANTIC CITY COIN-NEVADA-VSA 201 W. DECATUR AVENUE PLEASANTVILLE, NJ 8232	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	ATRONIC	Claim for payments on or within 90 days before the Petition Date.
	16537 N 92ND STREET	
	SCOTTSDALE, AZ 85260	
JMBS Casino LLC		Claim for payments on or within 90 days before the Petition Date.
	PO BOX 49008 SAN JOSE, CA 95161	
	SAN JOSE, CA 75101	
JMBS Casino LLC	B&M CONSTRUCTION	Claim for payments on or within 90 days before the Petition Date.
	1761 HOLLY LANE	
	GREENVILLE, MS 38701	

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	BALCH & BINGHAM LLP P.O. BOX 306 BIRMINGHAM, AL 35201	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	BALLY GAMING INC. P.O. BOX 98577 LAS VEGAS, NV 89193-8577	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	BMI BROADCAST MUSIC INC PO BOX 406741 ATLANTA, GA 30384	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	BOARD OF MISSISSIPPI LEVEE COM PO BOX 637 GREENVILLE, MS 38701	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	CDW COMPUTER CENTERS LLC P.O BOX 75723 CHICAGO, IL 60675-5723	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	CELLULAR SOUTH P.O. BOX 519 MEADVILLE, MS 39653	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	CITY OF GREENVILLE P.O. BOX 897 GREENVILLE, MS 38702	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	DAWKINS OFFICE SUPPLIES 221 MAIN STREET GREENVILLE, MS 38701	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	DEBUT BROADCASTING MS, INC. PO BOX 1816	Claim for payments on or within 90 days before the Petition Date.
	GREENVILLE, MS 38702-1816	
JMBS Casino LLC	DOE'S INC PO BOX 1302	Claim for payments on or within 90 days before the Petition Date.
	GREENVILLE, MS 38701	
JMBS Casino LLC	DYER, DYER, JONES & DANIELS	Claim for payments on or within 90 days before the Petition Date.
	ON BEHALF OF MARIE MAULDEN PO DRAWER 560 149 N EDISON ST GREENVILLE, MS 38702	

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	ENTERGY	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 8105	
	BATON ROUGE, LA 70891	
JMBS Casino LLC	ERNST & YOUNG	Claim for payments on or within 90 days before the Petition Date.
	Pittsbg Ntnl Bank-Pitt 640382	
	PO Box 640382 Pittsburgh, PA 15264-0382	
	·	
JMBS Casino LLC	FRASCO ENTERTAINMENT	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 243	
	FLORA, MS 39071	

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	FRED BRIDGES DBA GEMI CAP 18272 JAMES COUZENS DETROIT, MI 68238	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	GREENVILLE WATER DEPARTMENT P.O. BOX 897 GREENVILLE, MS 38702	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	GREENVILLE YACHT CLUB P.O. BOX 417 GREENVILLE, MS 38701	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	IGT-EASTERN OPERATING #774028 4028 SOLUTIONS CENTER CHICAGO, IL 60677	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	IMAGINE THIS INC 1277 S LYON AVE SUITE 501 SANTA ANA, CA 92705	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	INTERFACE SECURITY SYSTEMS 8124 INNOVATION WAY CHICAGO, IL 60682-0081	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	INTERNAL REVENUE SERVICE Department of the Treasury	Claim for payments on or within 90 days before the Petition Date.
	Internal Revenue Service Ogden, UT 84201-0012	
JMBS Casino LLC	JAY-OZ INC. 19241 BALLINGER STREET	Claim for payments on or within 90 days before the Petition Date.
	NORTHRIDGE, CA 91324	
JMBS Casino LLC	JM DIGITAL PRINTING, INC.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 18365 NATCHEZ, MS 39122	

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	KRYSTAL KLEAR AUDIO 310 WESTSIDE AVENUE INDIANOLA, MS 38751	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	LOGOVISION, LLC 1950 STEPHENSON HIGHWAY TROY, MI 48083	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	MISSISSIPPI GAMING COMMISSION PO BOX 23577 ATTN: ACCOUNTING DIVISION	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	JACKSON, MS 39255 MISSISSIPPI PRESS SERVICES, INC 371 EDGEWOOD TERRACE JACKSON, MS 39206	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	MISSISSIPPI STATE TAX COMMISSI P.O. Box 1033 Jackson, MS 39215-1033	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	MISSISSIPPI STATE TAX COMMISSI P.O. Box 1033 Jackson, MS 39201	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	MISSISSIPPI TAX COMMISSION PO BOX 23075 JACKSON, MS 39225	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	MITCHELL DISTRIBUTING 730 MAIN ST GREENVILLE, MS 38701	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	MODERN GAMING, INC. 20415 HIGHWAY 16 DENHAM SPRINGS, LA 70726	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	MS DEPT OF HUMAN SERVICES PO BOX 4301 JACKSON, MS 9296-4301	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	MS MEGAJACKPOTS #7704016 4016 SOLUTIONS CENTER CHICAGO, IL 60677	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	MS STATE TAX COMMISSION SALES TAX DIVISION POB 23075 JACKSON, MS 39225	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	PEL HUGHES PRINTING, LLC 3801 TOULOUSE STREET NEW ORLEANS, LA 70119	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	PEPSIAMERICAS 75 REMITTANCE DR SUITE 1884 CHICAGO, IL 60675	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	PYRAMID ENTERTAINMENT GROUP INCORPORATED 377 RECTOR PLACE SUTE 21A NEW YORK, NY 10280	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	SCOTT PETROLEUM CORPORATION 102 MAIN STREET ITTA BENA, MS 38941	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	SHOTGUN DELI 233 CENTRAL STREET GREENVILLE, MS 38701	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	SHOTGUN HOUSE	Claim for payments on or within 90 days before the Petition Date.
	223 CENTRAL STREET GREENVILLE, MS 38701	
JMBS Casino LLC	SIMMONS & SIMMONS PLLC AND	Claim for payments on or within 90 days before the Petition Date.
	CALVIN PARNELL 207 MAIN STREET PO BOX 1854 GREENVILLE, MS 38702	
JMBS Casino LLC	SMITH-MANUS	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 952504 ST LOUIS, MO 63195	

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	THYSSENKRUPP ELEVATOR CORP PO BOX 933004 ATLANTA, GA 31193	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	TOLER MARINE INC 1557 HWY 1 NORTH GREENVILLE, MS 38703	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	UMR ATTN: GEORGE J MCGOWAN PO BOX 428530 CINCINNATI, OH 45242	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	US FOODSERVICE, INC. 3682 COLLECTIONS CENTER DR CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	WILKES DIRECT 3401 CHOUTEAU AVE. PO BOX 1541 DEPT M, ATTN: STEVE KOCH ST LOUIS, MO 63103-2913	Claim for payments on or within 90 days before the Petition Date.
JMBS Casino LLC	WMS GAMING PO BOX 24023 DEPT. 03-022 JACKSON, MS 39255	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
JMBS Casino LLC	WMS GAMING CORPORATE RECEIPTS	Claim for payments on or within 90 days before the Petition Date.
	23571 NETWORK PLACE CHICAGO, IL 60673	
JMBS Casino LLC	WXVT - TV	Claim for payments on or within 90 days before the Petition Date.
	3015 E REED RD GREENVILLE, MS 38703	
JMBS Casino LLC	XFONE.USA	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 2252 BIRMINGHAM, AL 35246	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	ABLE CARD CORPORATION	Claim for payments on or within 90 days before the Petition Date.
	1720 FLOWER AVENUE DUARTE, CA 91010	
Takas Useiran 11.0		Claim for normania on an uithin 20 days before the Detition Date
Tahoe Horizon, LLC	AGILYSYS NV, LLC 1858 PAYSHERE CIRCLE	Claim for payments on or within 90 days before the Petition Date.
	CHICAGO, IL 60674	
Tahoe Horizon, LLC	ALPINE REFRIGERATION SERVICE PO BOX 550970	Claim for payments on or within 90 days before the Petition Date.
	SOUTH LAKE TAHOE, CA 96155	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	AMERICAN FISH & SEAFOOD CO BOX 2, FILE 1069 1801 W. OLYMPIC BLVD PASADENA, CA 91199-1069	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	AMERICAN HOTEL REGISTER PO BOX 94150 PALATINE, IL 60094-4150	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	ARISTOCRAT TECHNOLOGIES, INC. 7230 Amigo St Las Vegas, NV 89123	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	ATRONIC NEVADA	Claim for payments on or within 90 days before the Petition Date.
	16537 N. 92ND STREET	
	SCOTTSDALE, AZ 85260	
Tahoe Horizon, LLC	BALLY GAMING SYSTEMS	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 98577	
	LAS VEGAS, NV 89193	
Tahoe Horizon, LLC	BARBARA MCKEOWN 10881 PICANTA ST.	Claim for payments on or within 90 days before the Petition Date.
	LAS VEGAS, NV 89141	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	BONANZA PRODUCE CO PO BOX 604 SPARKS, NV 89431	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	BRIGGS ELECTRIC, INC. 14381 FRANKLIN AVE	Claim for payments on or within 90 days before the Petition Date.
	TUSTIN, CA 92780	
Tahoe Horizon, LLC	BRIGHT BUSINESS MEDIA , LLC	Claim for payments on or within 90 days before the Petition Date.
	475 GATE 5 RD., SUITE 225 SAUSALITO, CA 94965	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	CAPITAL BEVERAGE 2333 FAIRVIEW DR	Claim for payments on or within 90 days before the Petition Date.
	CARSON CITY, NV 89701	
Tahoe Horizon, LLC	CARPETMAN PO BOX 8015	Claim for payments on or within 90 days before the Petition Date.
	SO. LAKE TAHOE, CA 96158	
Tahoe Horizon, LLC	CARRIER CORPORATION	Claim for payments on or within 90 days before the Petition Date.
	PO BOX # 93844 CHICAGO, IL 60673	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	CBS OUTDOOR	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 33074	
	NEWARK, NJ 7188	
Tahoe Horizon, LLC	CHARTER COMMUNICATIONS	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 78034	
	PHOENIX, AZ 85062-8034	
Tahoe Horizon, LLC	CHERRY CREEK RADIO, LL	Claim for payments on or within 90 days before the Petition Date.
	2435 E VENICE DRIVE # 120 SOUTH LAKE TAHOE, CA 96150	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	CITADEL COMMUNICATIONS CORPORA 595 E PLUMB LANE RENO, NV 89502	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	COLONIAL PRESS PRINTERS, INC. 186 NORTH MAIN STREET WALTON, KY 41094	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	COMSTOCK WINE & SPIRITS PO BOX 2247 SPARKS, NV 89431	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	CORE MARK INTERNATIONAL INC. 1520 NATIONAL DRIVE	Claim for payments on or within 90 days before the Petition Date.
	SACRAMENTO, CA 95834	
Tahoe Horizon, LLC	CROWN BEVERAGE, INC 1650 LINDA WAY	Claim for payments on or within 90 days before the Petition Date.
	SPARKS, NV 89431	
Tahoe Horizon, LLC	CRYSTAL DAIRY FOODS INC 925 ELOISE AVENUE	Claim for payments on or within 90 days before the Petition Date.
	SOUTH LAKE TAHOE, CA 96150	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	CSG DIRECT INC P.O. BOX 71592 RENO, NV 89570-1592	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	CTS MANAGEMENT COMPANY BLUE GO PO BOX 5310 STATELINE, NV 89449	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	DOUGLAS CO. TAX COLLECTOR PO BOX 3000	Claim for payments on or within 90 days before the Petition Date.
	MINDEN, NV 89423	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	DOUGLAS COUNTY SHERIFF Civil Division PO BOX 218 Minden, NV 89423	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	DOUGLAS COUNTY TREASURER P.O. BOX 218 MINDEN, NV 89423	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	DYNAGRAPHIC PRINTING 2001 TIMBER WAY RENO, NV 89512	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	E.D.D.	Claim for payments on or within 90 days before the Petition Date.
	STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT, P.O. BOX 826276 SACRAMENTO, CA 94230-6276	
Tahoe Horizon, LLC	EARTHGRAINS BAKING CO	Claim for payments on or within 90 days before the Petition Date.
	21066 NETWORK PLACE CHICAGO, IL 60673	
Tahoe Horizon, LLC	ECOLAB	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 100512 PASADENA, CA 91189	
Tahoe Horizon, LLC	ECOLAB PO BOX 100512	Claim for payments on or within 90 days before the Petition Date

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	ECOLAB PEST ELIMINATION SERV.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 6007 GRAND FORKS, ND 58206	
Tahoe Horizon, LLC	ECONOMY WINDOW CLEANERS PO BOX 3255	Claim for payments on or within 90 days before the Petition Date.
	STATELINE, NV 89449	
Tahoe Horizon, LLC	EDGEWOOD WATER CO. 1300 BUCKEYE ROAD STE A	Claim for payments on or within 90 days before the Petition Date.
	MINDEN, NV 89423	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	GEORGE DuPUY Post Office Box 16708 South Lake Tahoe, CA 96151	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	GILCHRIST & SOAMES PO BOX 660075 INDIANAPOLIS, IN 46266	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	GRAINGER PO BOX 419267 DEPT. 423-864186770 KANSAS CITY, MO 64141	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	HD Supply Facilities Maint PO Box 509058 San Diego, CA 92150-9058	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	HOSPITALITY NETWORK INC C/O AMERICANA PAYROLL PO BOX 43628 LAS VEGAS, NV 89116	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	IGI RESOURCES, INC. LOCKBOX #12124 12124 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	IGT 6355 South Buffalo Drive Las Vegas, NV 89113-2133	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	IKON FINANCIAL SERVICES PO BOX 650073 DALLAS, TX 75265	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	INTERNAL REVENUE SERVICE Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	IPROMOTEU, INC. 321 Commonwealth Road Suite 103 Wayland, MA 01778	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	JACK R HADAWAY 2207 DANA CT SO LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	JOHNS CLEANERS 3451 LAKE TAHOE BLVD SO LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	KONAMI GAMING, INC.	Claim for payments on or within 90 days before the Petition Date.
	585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	
Tahoe Horizon, LLC	KTM ENERGY CONSULTING SERVICES 777 29TH STREET, SUITE 200	Claim for payments on or within 90 days before the Petition Date.
	BOULDER, CO 80303	
Tahoe Horizon, LLC	LABOR READY SOUTHWEST, INC.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 31001-0257	
	PASADENA, CA 91110	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	LAKE TAHOE CRUISES ATTN: ACCOUNTING 900 SKI RUN BLVD SOUTH LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	LOGOVISION, LLC 1950 STEPHENSON HIGHWAY TROY, MI 48083	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	LUCE & SON INC PO BOX 2191 RENO, NV 89505	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	MARCOR REMEDIATION, INC. PO BOX 791153 BALTIMORE, MD 21279	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	MERCURY NEWS (THE) PO BOX 5006 SAN RAMON, CA 94583	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	MISSION INDUSTRIES #40 1161 FAIRVIEW DRIVE CARSON CITY, NV 89701	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	NATIONAL CITY	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 856176 LOUISVILLE, KY 40285	
Tahoe Horizon, LLC	NATIONAL TICKET CO PO BOX 547	Claim for payments on or within 90 days before the Petition Date.
	Shamokin, pa 17872	
Tahoe Horizon, LLC	NEVADA DEPARTMENT OF TAXATION PO BOX 52674	Claim for payments on or within 90 days before the Petition Date.
	PHOENIX, AZ 85072-2674	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	NEVADA DEPARTMENT OF TAXATION STATE OF NEVADA-SALES/USE P.O. BOX 52609 PHOENIX, AZ 85072	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	NEVADA DIVISION OF HEALTH BUREAU OF HEALTH PROTECTION SV 2550 MARSHALL RD, STE 400 CARSON CITY, NV 89706	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	NEVADA GAMING COMMISSION TAX & LICENSE DIVISION P.O. BOX 8004 CARSON CITY, NV 89702-8004	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	NEW WEST DISTRIBUTING INC 127 WOODLAND AVENUE RENO, NV 89523	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	NORMAN S. TRESSER, M.D. 2607 CALDER COURT DAVIS, CA 95616	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	NORTHERN VIDEO SYSTEMS INC 3625 CINCINNATI AVENUE ROCKLIN, CA 95765	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	NORTHWEST PIPELINE CORPORATION C/O WILLIAMS ATTN: TREASURY LEVEL16, PO BOX 1396 HOUSTON, TX 77251	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	NV MEGAJACKPOTS DEPARTMENT 7870 LOS ANGELES, CA 90088	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	ON THE SPOT MOBILE UPHOLSTERY P.O. BOX 22451 CARSON CITY, NV 89721	Claim for payments on or within 90 days before the Petition Date.

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Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	PEPSI-COLA	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 841828	
	DALLAS, TX 75284	
Tahoe Horizon, LLC	RANDY WRIGHT	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 735	
	SO LAKE TAHOE, CA 96156	
	RENO-TAHOE SPECIALTY INC	Claim for noumants on ar within 00 days before the Detition Data
Tahoe Horizon, LLC	S50 VALLEY RD	Claim for payments on or within 90 days before the Petition Date.
	RENO, NV 89512	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	RICHARD MURNAME	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 387 SOUTH LAKE TAHOE, CA 96156	
Tahoe Horizon, LLC	SAN FRANCISCO CHRONICLE	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 7268	Claim for payments of or within 90 days before the Petition Date.
	SAN FRANCISCO, CA 94120	
Tahoe Horizon, LLC	SHAVER CONSTRUCTION INC 9 GREG ST	Claim for payments on or within 90 days before the Petition Date.
	SPARKS, NV 89431	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	SHAVER CONSTRUCTION INC AND	Claim for payments on or within 90 days before the Petition Date.
	9 Greg St Sparks, NV 89431	
Tahoe Horizon, LLC	SHAVER CONSTRUCTION INC AND	Claim for payments on or within 90 days before the Petition Date.
	FAST GLASS 9 Greg St. Sparks, NV 89431	
	Sparks, INV 09451	
Tahoe Horizon, LLC	SHAVER CONSTRUCTION INC AND	Claim for payments on or within 90 days before the Petition Date.
	9 Greg St Sparks, NV 89431	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	SHAVER CONSTRUCTION INC AND DIVERSIFIED CONCRETE CUTTING 9 Greg St. Sparks, NV 89431	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	SHUFFLE MASTER, INC. 1106 Palms Airport Drive Las Vegas, NV 89119-3730	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	SIERRA AT TAHOE 1111 SIERRA AT TAHOE RD TWIN BRIDGES, CA 95735	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	SIERRA DRYWALL INC PO BOX 10908 ZEPHYR COVE, NV 89448	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	SIERRA PACIFIC POWER COMPANY PO BOX 30065 RENOH LAKE TAHOE, NV 89520	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	SILVER STATE LIQUOR & WINE 100 DISTRIBUTION DRIVE SPARKS, NV 89441	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	SIMPLEXGRINNELL	Claim for payments on or within 90 days before the Petition Date.
	1545 PAMA LANE Las Vegas, NV 89119	
Tahoe Horizon, LLC	SOUTH TAHOE NEWSPAPER AGENCY	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 10437 SOUTH LAKE TAHOE, CA 96158	
Tahoe Horizon, LLC	SOUTH TAHOE REFUSE CO INC.	Claim for payments on or within 90 days before the Petition Date.
	2140 RUTH AVENUE SOUTH LAKE TAHOE, CA 96150	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	SQUAW VALLEY SKI CORP ATTN: GUY PERMAN PO BOX 2007 OLYMPIC VALLEY, CA 96146	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	STAR LINEN&HOSPITALITY SUPPLY 1501 LANCER DRIVE MOORESTOWN, NJ 8057	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	STARBUCKS COFFEE (ROYALTY) PO BOX 34067 Royalty Acct. Mail Stop S-AC1 SEATTLE, WA 98124	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	STARBUCKS COFFEE COMPANY PO BOX 84348 SEATTLE, WA 98124	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	STARCITE, INC. 1650 ARCH STREET, 18TH FLR PHILADELPHIA, PA 19103	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	STATE DISBURSEMENT P O BOX 989067 WEST SACRAMENTO, CA 95798	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	STOTT OUTDOOR ADVERTISING PO BOX 7209 CHICO, CA 95927	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	SUMMIT PLUMBING & HEATING 1579 SHIRLEY STREET MINDEN, NV 89423	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	TAHOE BASIN CONTAINER SERVICE 2140 RUTH AVENUE SOUTH LAKE TAHOE, CA 96150	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	TAHOE DAILY TRIBUNE	Claim for payments on or within 90 days before the Petition Date.
	3079 Harrison	
	SOUTH LAKE TAHOE, CA 96150	
Tahoe Horizon, LLC	TEI INC.	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 2230	
	FOLSOM, CA 96763	
<b>T</b> 1 1 1 1 0		
Tahoe Horizon, LLC	THYSSENKRUPP ELEVATOR PO BOX 933013	Claim for payments on or within 90 days before the Petition Date.
	ATLANTA, GA 31193	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	TRAVELZOO, INC. P.O. BOX 391330 MOUNTAIN VIEW, CA 94039	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	UNISOURCE WORLDWIDE, INC. LAS VEGAS DIVISION 845 PILOT RD LAS VEGAS, NV 89119	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	UNITED STATES PLAYING CARD CO. 2510 RELIABLE PARKWAY CHICAGO, IL 60686	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	US FOODSERVICE	Claim for payments on or within 90 days before the Petition Date.
	850 N HILLS BLVD RENO, NV 89506	
Tahoe Horizon, LLC	US FOODSERVICE, INC.	Claim for payments on or within 90 days before the Petition Date.
	3682 COLLECTIONS CENTER DR CHICAGO, IL 60693	
Tahoe Horizon, LLC	VAIL RESORTS, INC.	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 38 KEYSTONE, CO 80435	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	VERIZON BUSINESS	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 382040	
	PITTSBURGH, PA 15251	
Tahoe Horizon, LLC	VERIZON CALIFORNIA	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 9688	
	MISSION HILLS, CA 91346	
Tahoe Horizon, LLC	WEDCO INC	Claim for payments on or within 90 days before the Petition Date.
- <b>·</b> ·	PO BOX 1131	· · · · · · · · · · · · · · · · · · ·
	RENO, NV 89504	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	WES DESIGN & SUPPLY CO., LTD. P.O. BOX 187 FARMINGDALE, NY 11735	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	WILLIAMS GAMING INC 800 SOUTH NORTHPOINT BLVD WAUKEGAN, IL 60085	Claim for payments on or within 90 days before the Petition Date.
Tahoe Horizon, LLC	WMS GAMING CORPORATE RECEIPTS 23571 NETWORK PLACE CHICAGO, IL 60673	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	YEE CHONG HON CO PO BOX 21090 RENO, NV 89515	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	ALLEN & GOOCH P.O. BOX 3768 LAFAYETTE, LA 70502	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	ALVAREZ & MARSAL LLC 3399 PEACHTREE ROAD NE STE 1900 ATLANTA, GA 30326	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	AON RISK SERVICES, INC. OF OH 75 REMITTANCE DR., SUITE 1943 CHICAGO, IL 60675	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	ASG C/O NEACE LUKENS ATTN: CHARLES BROWN'S OFFICE THREE CENTENNIAL PLAZA, 895 CENTRAL AVE, SUITE 1100 CINCINNATI, OH 45202	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	BALCH & BINGHAM LLP P.O. BOX 306 BIRMINGHAM, AL 35201	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	BEACON ADVISORS, INC. 922 ROCKWOOD DR CINCINNATI, OH 45208	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	BMI BROADCAST MUSIC INC PO BOX 406741 ATLANTA, GA 30384	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	BOWNE OF DALLAS, L.P. P.O. Box 951060 Dallas, TX 75395-1060	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	BRIXEY & MEYER INC. ONE PRESTIGE PLACE, STE 610 MIAMISBURG, OH 45342	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	BROWN RUDNICK BERLACK ISRAELS ONE FINANCIAL CENTER BOSTON, MA 2111	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	CHARLES D HERMAN, INC 3601 COLUMBIA ST WHITEHALL, PA 18052	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	CP BATON ROUGE CASINO, LLC	Claim for payments on or within 90 days before the Petition Date.
	740 Centre View Blvd Crestview Hills, KY 41017	
Tropicana Entertainment, LLC	CRAVATH, SWAINE & MOORE LLP	Claim for payments on or within 90 days before the Petition Date.
	WORLDWIDE PLAZA 825 EIGHTH AVENUE NEW YORK, NY 10019-7475	
Tropicana Entertainment, LLC	DELOITTE & TOUCHE LLP	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 7247-6446 PHILADELPHIA, PA 19170-6446	

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	DLA PIPER UK LLP 101 BARBIROLLI SQUARE	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	ELEANOR ANN WASHINGTON c/o JOHN SHELLEY 12121 WILSHIRE BLVD, , STE 205 LOS ANGELES, CA 90025	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	ERNST & YOUNG Pittsbg Ntnl Bank-Pitt 640382 PO Box 640382 Pittsburgh, PA 15264-0382	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	FENNEMORE CRAIG, P.C. SUITE 2600 3003 N. Central Avenue Phoenix, AZ 85012-2913	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	FINANCIAL DYNAMICS US COMMUNICATIONS, INC. WALL ST PLAZA, 88 PINE ST 3RD FLOOR NEW YORK, NY 10005	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	FPRS 2200 Western Court Suite 150 Lisle, IL 60532	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	GIBBONS P.C. PO BOX 827018 PHILADELPHIA, PA 191827018	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	GREENBERG TRAURIG, LLP 77 WEST WACKER DRIVE STE 2500 CHICAGO, IL 60601	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	HELLER EHRMAN LLP File No. 73536 P.O. Box 60000 San Francisco, CA 94160-3536	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	INNOVATION CAPITAL 7852 SOUTH ELATI STREET STE 100 LITTLETON, CO 80120	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	JACKSON LEWIS,LLP ONE NORTH BROADWAY 15TH FLOOR WHITE PLAINS, NY 10601	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	JEFFRIES & COMPANY, INC. 520 MADISON AVE NEW YORK, NY 10022	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	JONES VARGAS 100 WEST LIBERTY ST. PO BOX 281 RENO, NV 89504	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	JONES WALKER 201 ST. CHARLES AVE, 50TH FLR NEW ORLEANS, LA 70170	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	KATZ, TELLER, BRANT, & HILD 2400 CHEMED CENTER 255 E FIFTH STREET CINCINNATI, OH 45202	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	KPMG LLP DEPT. 0970 PO BOX 120001 DALLAS, TX 75312	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	KUMMER KAEMPFER BONNER 3800 HOWARD HUGHES PKWY SEVENTH FLOOR LAS VEGAS, NV 89109	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	LATHAM & WATKINS PO BOX 7247-8181 PHILADELPHIA, PA 19170-8181	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	LAZARD FRERES & CO., LLC 30 ROCKEFELLER PLAZA	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	NEW YORK, NY 10020 MILBANK, TWEED, HADLEY &	Claim for payments on or within 90 days before the Petition Date.
	MCCLOY LLP, DR. 1 CHASE MANHATTAN PLAZA NEW YORK, NY 10005	
Tropicana Entertainment, LLC	NEVADA COUNCIL ON PROBLEM 4340 S.VALLEY VIEW BLVD. #220 LAS VEGAS, NV 89103	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	PROTIVITI, INC. 12269 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	RANALLI, ZANIEL & JORDAN LLC 701 GREEN VALLEY PKWY S#105 HENDERSON, NV 89074	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	ROYAL BANK OF SCOTLAND FM FXD 101 Park Ave New York, NY 10178	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	SILVER POINT FINANCE 153 EAST 53RD STREET NEW YORK, NY 10022	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	SNELL & WILMER LLP One Arizona Center Phoenix, AZ 85004-2202	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	STERNS & WEINROTH 50 WEST STATE STREET P.O. BOX 1298 TRENTON, NJ 08607-1298	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	TAFT, STETTINIUS & HOLLISTER 425 WALNUT STREET, SUITE 1800 CINCINNATI, OH 45202-3957	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	US BANK TRUST, NA CORPORATE TRUST SVCS 60 LIVINGSTON AVE, FIRST FLOOR ST. PAUL, MN 55107	Claim for payments on or within 90 days before the Petition Date.
Tropicana Entertainment, LLC	WINSTON & STRAWN LLP 35 WEST WACKER DRIVE CHICAGO, IL 606019703	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	WOLF, BLOCK, SCHORR AND SOLIS-COHEN LLP 1650 ARCH STREET, 22ND FLOOR PHILADELPHIA, PA 19103-2097	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	A TO Z ENVIRONMENTAL SERVICES PO BOX 97654 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	AGILYSYS NV, LLC 1858 PAYSHERE CIRCLE CHICAGO, IL 60674	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	ALL WORLD PROMOTIONS 2505 ANTHEM VILLAGE DR STE E 498 HENDERSON, NV 89052	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	AMERICAN HOTEL REGISTER PO BOX 94150 PALATINE, IL 60094-4150	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	AMERICHIP, INC 19220 S NORMANDIE AVE TORRANCE, CA 90502	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	APA, INC. 405 SO. BEVERLY DRIVE	Claim for payments on or within 90 days before the Petition Date.
	BEVERLY HILLS, CA 90212	
Tropicana Express, Inc.	AQUAHEALTH INCORPORATED PO BOX 847406	Claim for payments on or within 90 days before the Petition Date.
	BOSTON, MA 2284	
Tropicana Express, Inc.	ARISTOCRAT	Claim for payments on or within 90 days before the Petition Date.
	7230 AMIGO STREET LAS VEGAS, NV 89119	clain for payments of or within 70 days before the retain Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	ARISTOCRAT TECHNOLOGIES, INC.	Claim for payments on or within 90 days before the Petition Date.
	7230 Amigo St Las Vegas, NV 89123	
Tropicana Express, Inc.	ARIZONA DEPT OF REVENUE	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 29009 PHOENIX, AZ 85038	
Tropicana Express, Inc.	AT WORK UNIFORMS	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 40 ORANGE BEACH, AL 36561	
	UKANGE DEACH, AL 30301	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	AT&T	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 78214	
	PHOENIX, AZ 85062	
Tropicana Express, Inc.	ATRONIC AMERICAS, LLC	Claim for payments on or within 90 days before the Petition Date.
	16537 N. 92ND ST SCOTTSDALE, AZ 85260	
Tropicana Express, Inc.	B & F DISTRIBUTION, L.P.	Claim for payments on or within 90 days before the Petition Date.
	3920 S. WALTON WALKER BLVD.	
	DALLAS, TX 75236	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	BALLY GAMING INC.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 98577 LAS VEGAS, NV 89193-8577	
Tropicana Express, Inc.	BANK OF AMERICA	Claim for payments on or within 90 days before the Petition Date.
	9 West 57th Street New York, NY 10019	
Tropicana Express, Inc.	BIG BEND WATER DISTRICT 1520 THOMAS EDISON DRIVE	Claim for payments on or within 90 days before the Petition Date.
	LAUGHLIN, NV 80929	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	BOBBY ROBERTS COMPANY, INC. PO BOX 1547	Claim for payments on or within 90 days before the Petition Date.
	GOODLETTSVILLE, TN 37070	
Tropicana Express, Inc.	BONANZA BEVERAGE CO 6333 E ENSWORTH ST LAS VEGAS, NV 89119	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	BOYD COFFEE COMPANY 19730 NE SANDY BLVD PORTLAND, OR 97230	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	CERTEGY CHECK SERVICES, INC.	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 30038 TAMPA, FL 33630	
Tropicana Express, Inc.	CHELSEA STREET VIDEO PRODUCTIO	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 29520 LAUGHLIN, NV 89028	
Tropicana Express, Inc.	CIRCLE INC 2613 BURTON AVENUE	Claim for payments on or within 90 days before the Petition Date.
	LAS VEGAS, NV 89102	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	CLARK COUNTY BUSINESS LICENSE 500 S GRAND CENTRAL PKWY 3RD FLOOR PO BOX 551810 LAS VEGAS, NV 89155	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	CLARK COUNTY DEPARTMENT OF BUSINESS LICENSE P.O. BOX 98627 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	CLARK COUNTY TREASURER 500 S. GRAND CENTRAL PARKWAY 1ST FLOOR, PO BOX 551220 LAS VEGAS, NV 89155	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	CLASSIC COFFEE CONCEPTS, INC. PO BOX 1276 DEPT. 925 CHARLOTTE, NC 28201-1276	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	COCA-COLA BOTTLING OF LOS ANGELES FILE #53158 LOS ANGELES, CA 90074-3158	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	COLONIAL PRESS PRINTERS, INC. 186 NORTH MAIN STREET WALTON, KY 41094	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	COLORADO RIVER DIST INC 1200 EAST BROADWAY NEEDLES, CA 92363	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	COMSTOCK WINE AND SPIRITS P.O. BOX 19477 LAS VEGAS, NV 89132-0477	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	COORS OF LAS VEGAS 1849 W Cheyenne Ave North Las Vegas, NV 89032	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	COPPER CANYON NISSAN 3842 HWY 95 LAKE HAVASU CITY, AZ 86404	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	CORE-MARK INT INC P.O. BOX 93237 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	CSG DIRECT INC P.O. BOX 71592 RENO, NV 89570-1592	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	DALEY INTERNATIONAL, LTD. SLOT#302134 PO BOX 66973 CHICAGO, IL 60666-0973	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	DECO FOODSERVICE PO BOX 915 700 W. BROADWAY NEEDLES, CA 92363	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	DELUCA LIQUOR & WINE LTD 1849 W Cheyenne Ave North Las Vegas, NV 89032	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	DESERT GRAPHICS	Claim for payments on or within 90 days before the Petition Date.
	5295 Lakewood Road Ft. Mohave, AZ 86426	
Tropicana Express, Inc.	ECOLAB PEST ELIMINATION SERV. P.O. BOX 6007	Claim for payments on or within 90 days before the Petition Date.
	GRAND FORKS, ND 58206	
Tropicana Express, Inc.	ED MIMMS & COMPANY, INC 3455 S.E COURT DR	Claim for payments on or within 90 days before the Petition Date.
	STUART, FL 34997	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	EM ENTERTAINMENT	Claim for payments on or within 90 days before the Petition Date.
	41 SANDY BUNKER LN	
	LAS VEGAS, NV 89148	
Tropicana Express, Inc.	EMBARQ	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 660068	
	DALLAS, TX 75266	
Tropicana Express, Inc.	ENVIRO TECH PRODUCTS & SERVICE	Claim for payments on or within 90 days before the Petition Date.
	3576 E. RUSSELL RD LAS VEGAS, NV 89120	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	ERIN LONDON KREATIONS INC.	Claim for payments on or within 90 days before the Petition Date.
	583 GRANT STREET, SUITE E CLARKESVILLE, GA 30523	
Tropicana Express, Inc.	ESI CLIENT TRUST 6400 PLEASANT PARK DRIVE	Claim for payments on or within 90 days before the Petition Date.
	CHANHASSEN, MN 55317	
Tropicana Express, Inc.	FEDERAL HEATH SIGN COMP.LLC PO BOX 678203	Claim for payments on or within 90 days before the Petition Date.
	DALLAS, TX 75267-8203	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	FUN EVENTS COMPANY	Claim for payments on or within 90 days before the Petition Date.
	1544 SANTA ANA AVENUE SUITE 180 SACRAMENTO, CA 95838	
Tropicana Express, Inc.	GAB ROBINS NORTH AMERICA PO BOX 102138	Claim for payments on or within 90 days before the Petition Date.
	Atlanta, GA 30369-0138	
Tropicana Express, Inc.	GE CAPITAL	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX 31001-0273	
	PASADENA, CA 91110-0273	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	GEORGE VINE ASSOCIATES, INC.	Claim for payments on or within 90 days before the Petition Date.
	2380 FRANKLIN RD. BLOOMFIELD HILLS, MI 48302	
Tropicana Express, Inc.	GET FRESH SALES	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 96087 LAS VEGAS, NV 89193	
Tropicana Express, Inc.	GUEST SUPPLY INC	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 824700 PHILADELPHIA, PA 19182	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	HARTFORD INSURANCE COMPANY OF THE MIDWEST P.O. BOX 2057 KALISPELL, MT 59903-2057	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	HERITAGE FOOD SERVICE EQUIP IN P.O. BOX 8710 FORT WAYNE, IN 46808	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	HOLSUM BAKERY, INC P.O. BOX 29192 PHOENIX, AZ 85038-9192	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	HONEYMAN MUSIC, INC. 1424 CROWNHILL DRIVE ARLINGTON, TX 76012	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	HOSPITALITY NETWORK INC	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 43628 LAS VEGAS, NV 89116	
Tropicana Express, Inc.	HOSPITALITY NETWORK INC C/O AMERICANA PAYROLL PO BOX 43628 LAS VEGAS, NV 89116	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	IGT	Claim for payments on or within 90 days before the Petition Date.
	6355 South Buffalo Drive Las Vegas, NV 89113-2133	
Tropicana Express, Inc.	IMAGINE THIS INC 1277 S LYON AVE	Claim for payments on or within 90 days before the Petition Date.
	SUITE 501 SANTA ANA, CA 92705	
Tropicana Express, Inc.	IMP INT'L MARINE PRODUCTS INC	Claim for payments on or within 90 days before the Petition Date.
	LOS ANGELES, CA 90014	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	INTERNAL REVENUE SERVICE	Claim for payments on or within 90 days before the Petition Date.
	Department of the Treasury Internal Revenue Service Ogden, UT 84201-0012	
Tropicana Express, Inc.	JOHNSTONE SUPPLY	Claim for payments on or within 90 days before the Petition Date.
	671 MIDDLEGATE ROAD HENDERSON, NV 89011-2628	
Tropicana Express, Inc.	KENGRAPHICS INC	Claim for payments on or within 90 days before the Petition Date.
	MEDINA, OH 44256	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	KONAMI GAMING, INC. 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	KORT DISTRIBUTORS, INC. PO BOX 20381 BULLHEAD CITY, AZ 86439	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	L & M FOOD SERVICE INC 885 AIRPARK DRIVE BULLHEAD CITY, AZ 86429	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	L.A. IMPRINTS 1043 WESTWOOD BLVD. LOS ANGELES, CA 90024	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	L.A. SPECIALTY PO BOX 2293 SANTAFE SPRING, CA 90670	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	LAGUDI ENTERPRISES, LLC 6125 S VALLEY VIEW BLVD STE.D LAS VEGAS, NV 89118	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	LAMAR COMPANIES	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 96030 BATON ROUGE, LA 70896	
Tropicana Express, Inc.	LARRY D. BUILDERS 5890 HIGHWAY 95	Claim for payments on or within 90 days before the Petition Date.
	FT. MOHAVE, AZ 86426	
Tropicana Express, Inc.	LOUIS REMOLADOR	Claim for payments on or within 90 days before the Petition Date.
	2533 BECHAMEL PLACE HENDERSON, NV 89044	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	M & J TOYS INC.	Claim for payments on or within 90 days before the Petition Date.
	507 TOWNE AVENUE LOS ANGELES, CA 90013	
		Claim fan neumante en neuithin 00 deur hafans the Detition Dete
Tropicana Express, Inc.	M & S TURQUOISE INC. 53 EAST ST.GEORGE BLVD	Claim for payments on or within 90 days before the Petition Date.
	ST. GEORGE, UT 84770	
Tropicana Express, Inc.	MAD DOG WIRELESS INC. 10 Media Center Drive	Claim for payments on or within 90 days before the Petition Date.
	LAKE HAVASU CITY, AZ 86403	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	MICRO GAMING TECHNOLOGIES, INC	Claim for payments on or within 90 days before the Petition Date.
	7432 W SAHARA AVENUE SUITE 101 LAS VEGAS, NV 89117	
Tropicana Express, Inc.	MISSION INDUSTRIES	Claim for payments on or within 90 days before the Petition Date.
	LAKE HAVASU CITY, AZ 86403	
Tropicana Express, Inc.	MONARCH PROMOTIONS, INC	Claim for payments on or within 90 days before the Petition Date.
	4505 WEST HACIENDA STE W LAS VEGAS, NV 89118	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	MUTUAL OF OMAHA POLICYOWNER SERVICES PO BOX 743102 Cincinnati, OH 45274-3102	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	NATIONAL CITY P.O. BOX 856176 LOUISVILLE, KY 40285	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	NATIONAL CRED-A-CHEK 2240 SUNSET BOULEVARD SAN DIEGO, CA 92103	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	NEVADA BEVERAGE CO. 3940 W Tropicana Ave Las Vegas, NV 89103-5516	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	NEVADA DEPARTMENT OF TAXATION PO BOX 52674 PHOENIX, AZ 85072-2674	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	NEVADA DEPARTMENT OF TAXATION STATE OF NEVADA-SALES/USE P.O. BOX 52609 PHOENIX, AZ 85072	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	NEVADA GAMING COMMISSION TAX & LICENSE DIVISION P.O. BOX 8004 CARSON CITY, NV 89702-8004	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	NEVADA POWER COMPANY 3100 NEEDLES HIGHWAY - STE 500 DO NOT USE PO BOX (ASOF 01-06) LAUGHLIN, NV 89029	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	NEVADA POWER COMPANY PO BOX 30086 RENO, NV 89520	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	NEWS WEST PUBLISHING CO	Claim for payments on or within 90 days before the Petition Date.
	PO BOX 21209 BULLHEAD CITY, AZ 86439	
Tropicana Express, Inc.	NOSTALGIC IMAGES	Claim for payments on or within 90 days before the Petition Date.
	26012 ELLIOTT RD DEFIANCE, OH 43512	
Tropicana Express, Inc.	NV MEGAJACKPOTS	Claim for payments on or within 90 days before the Petition Date.
	DEPARTMENT 7870	
	LOS ANGELES, CA 90088	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	OFFICE MAX 897 75 REMITTANCE DR #2698 CHICAGO, IL 60675	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	OSCAR VILDOSOLA P.O. BOX 1449 TOPOCK, AZ 86436	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	OUTWEST MEAT COMPANY 300 W BONANZA RD LAS VEGAS, NV 89106	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	PARADISE ARTISTS PO BOX 1821 OJAI, CA 93024	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	PATTI PAGE PRODUCTION LLC 404 LOMA LARGE DR SOLANA BEACH, CA 92075	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	PC CONNECTION SALES CORP. P.O. BOX 4520 WOBURN, MA 1888	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	PRAIRIE MOUNTAIN	Claim for payments on or within 90 days before the Petition Date.
	P.O. BOX F HIGHWAY 160 WEST LOCKWOOD, MO 65682	
Tropicana Express, Inc.	PRAML INTERNATIONAL, LTD PO BOX 98079 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	PRAML INTL LIMITED P.O. BOX 98079 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	PRINCIPAL LIFE P.O. BOX 14416 DEPT. 400	Claim for payments on or within 90 days before the Petition Date.
	Des Moines, IA 50306-3416	
Tropicana Express, Inc.	RAINBOW PROMOTIONS	Claim for payments on or within 90 days before the Petition Date.
	1275 BLOOMFIELD AVE FAIRFIELD, NJ 7004	
Tropicana Express, Inc.	RELIANCE STANDARD LIFE INSURNC PO BOX 3124	Claim for payments on or within 90 days before the Petition Date.
	SOUTHESTERN, PA 19398-3124	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	REMEMBER ME PROMOTIONAL PROD. 4325 N. CONCHO ROAD	Claim for payments on or within 90 days before the Petition Date.
	GOLDEN VALLEY, AZ 86413	
Tropicana Express, Inc.	REPUBLIC SERVICES, INC. PO BOX 78040	Claim for payments on or within 90 days before the Petition Date.
	PHOENIX, AZ 85062-8040	
Tropicana Express, Inc.	ROBERT GULLEY PO BOX 1432	Claim for payments on or within 90 days before the Petition Date.
	ТОРОСК, АZ 86436	

Legal Entity	Name of Counterparty	Nature
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Tropicana Express, Inc.	ROBINSON ELECTRIC, CO., INC. P.O. BOX 30389 LAUGHLIN, NV 89028-	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	ROGEL SANTOS 2076 PILLAR POINTE STREET	Claim for payments on or within 90 days before the Petition Date.
	LAS VEGAS, NV 89115	
Tropicana Express, Inc.	RORAJO, INC. 3613 WEST WASHINGTON AVE LAS VEGAS, NV 89107	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	SEIKO CORPORATION OF AMERICA PO BOX 100167 ATLANTA, GA 30384	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	SHARED TECHNOLOGIES INC DEPT #145 - PO BOX 4869 HOUSTON, TX 77210-4869	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	SHILLING CONSTRUCTION, INC. 10325 BARRACKMAN MOHAVE VALLEY, AZ 86440	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	SHUFFLE MASTER GAMING 1106 Palms Airport Drive Las Vegas, NV 89119-3730	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	SHUFFLE MASTER, INC. 1106 Palms Airport Drive Las Vegas, NV 89119-3730	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	SIERRA SOUTHWEST COOPERATIVE SERVICES,INC. FILE 57172 LOS ANGELES, CA 90074-7172	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	SIMPLEXGRINNELL	Claim for payments on or within 90 days before the Petition Date.
	1545 PAMA LANE Las Vegas, NV 89119	
Tropicana Express, Inc.	SLOT TICKETS PO BOX 127	Claim for payments on or within 90 days before the Petition Date.
	ALGOMA, WI 54201	
Tropicana Express, Inc.	SNELL & WILMER LLP One Arizona Center	Claim for payments on or within 90 days before the Petition Date.
	Phoenix, AZ 85004-2202	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	SOUND SYSTEM AUDIO 3326 GAREHIME ST LAS VEGAS, NV 89108	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	SOUTHERN WINE AND SPIRITS PO BOX 19299 LAS VEGAS, NV 89132	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	SOUTHWEST GAS CORPORATION P.O. BOX 97255 LAS VEGAS, NV 89193	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	STATE OF NEVADA DEPARTMENT OF TAXATION P O BOX 52609 PHOENIX, AZ 85072-2609	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	STATEWIDE FIRE PROTECTION 3130 WESTWOOD DR LAS VEGAS, NV 89109	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	SUPPORT PAYMENT CLEARINGHOUSE PO BOX 52107 PHOENIX, AZ 85072-2107	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	SUPREME LOBSTER 6065 SOUTH POLARIS AVENUE LAS VEGAS, NV 89118	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	TALENT INTERNATIONAL PROMOTION INC. 7000 STONEWOOD DR # 300 WEXFORD, PA 15090	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	TALEO CORPORATION PO BOX 35660 NEWARK, NJ 07193-5660	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	TEETAGREEN INDUSTRIES 51 N. PECOS RD #106 LAS VEGAS, NV 89101	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	TEXMO OIL COMPANY JOBBERS 2950 E ANDY DEVINE AVE KINGMAN, AZ 86401	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	THYSSENKRUPP ELEVATOR PO BOX 933013 ATLANTA, GA 31193	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	THYSSENKRUPP ELEVATOR CORP PO BOX 933004 ATLANTA, GA 31193	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	TIP TOP ENTERTAINMENT P.O. BOX 41689 NASHVILLE, TN 37204	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	UNITED STATES TREASURY INTERNAL REVENUE SERVICE CINCINNATI, OH 45999	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	UNITED WAY COLORADO RIVER REG PO BOX 32310 LAUGHLIN, NV 89028	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	US FOODSERVICE, INC. 3682 COLLECTIONS CENTER DR CHICAGO, IL 60693	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	US FOODSERVICE-LAS VEGAS DIV P.O.BOX 3911 LAS VEGAS, NV 89127	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	VISION SERVICE PLAN (NV)	Claim for payments on or within 90 days before the Petition Date.
	FILE #73279 ATTN: AIMEE SCHLIE P.O. BOX 60000 SAN FRANCISCO, CA 94160-3279	
Tropicana Express, Inc.	WATERTECH INC 2470 WARREN AVENUE	Claim for payments on or within 90 days before the Petition Date.
	TWIN FALLS, ID 83301	
Tropicana Express, Inc.	WES DESIGN & SUPPLY CO., LTD. P.O. BOX 187	Claim for payments on or within 90 days before the Petition Date.
	FARMINGDALE, NY 11735	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	WESTCO- BAKEMARK 2570 KIEL WAY	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	N. LAS VEGAS, NV 89030- WILFORD BRYAN LAMMERS 9467 BACHELORS FORTUNE ST	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	LAS VEGAS, NV 89178 WILLIAMS GAMING INC 800 SOUTH NORTHPOINT BLVD WAUKEGAN, IL 60085	Claim for payments on or within 90 days before the Petition Date.

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	WMS GAMING INC. P.O. BOX 50507 LOS ANGELES, CA 90074-0507	Claim for payments on or within 90 days before the Petition Date.
Tropicana Express, Inc.	XPRESS GRAPHICS	Claim for payments on or within 90 days before the Petition Date.
	1531 JILL WAY 10 & 11 FT. MOHAVE, AZ 86427	

Legal Entity	Name of Counterparty	Nature
Adamar Garage Corporation	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Adamar Garage Corporation	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Argosy of Louisiana, Inc.	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Argosy of Louisiana, Inc.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Atlantic-Deauville, Inc.	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
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Atlantic-Deauville, Inc.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Aztar Corporation	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Aztar Corporation	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Aztar Development Corporation	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Aztar Development Corporation	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Aztar Indiana Gaming Company, LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Aztar Indiana Gaming Company, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Aztar Indiana Gaming Corporation	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Aztar Indiana Gaming Corporation	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Aztar Missouri Gaming Corporation	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Aztar Missouri Gaming Corporation	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Aztar Riverboat Holding Company, LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Aztar Riverboat Holding Company, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Name of Counterparty	Nature
Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
South Brighton Avenue and the Boardwalk	
Atlantic City, NJ 08401	
Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
South Brighton Avenue and the Boardwalk	
Atlantic City, NJ 08401	
Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
South Brighton Avenue and the Boardwalk	
Atlantic City, NJ 08401	
	Adamar of New Jersey, Inc. South Brighton Avenue and the Boardwalk Atlantic City, NJ 08401 Manchester Mall, Inc. South Brighton Avenue and the Boardwalk Atlantic City, NJ 08401 Adamar of New Jersey, Inc. South Brighton Avenue and the Boardwalk

Legal Entity	Name of Counterparty	Nature
Centroplex Centre Convention Hotel, L.L.C.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Columbia Properties Laughlin, LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Columbia Properties Laughlin, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Name of Counterparty	Nature
Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
South Brighton Avenue and the Boardwalk	
Atlantic City, NJ 08401	
Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
South Brighton Avenue and the Boardwalk	
Atlantic City, NJ 08401	
Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
South Brighton Avenue and the Boardwalk	
Atlantic City, NJ 08401	
	Adamar of New Jersey, Inc. South Brighton Avenue and the Boardwalk Atlantic City, NJ 08401 Manchester Mall, Inc. South Brighton Avenue and the Boardwalk Atlantic City, NJ 08401 Adamar of New Jersey, Inc. South Brighton Avenue and the Boardwalk

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
CP Baton Rouge Casino, L.L.C.	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
CP Baton Rouge Casino, L.L.C.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
CP Laughlin Realty, LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
CP Laughlin Realty, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Jazz Enterprises, Inc.	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Jazz Enterprises, Inc.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
JMBS Casino LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
JMBS Casino LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Ramada New Jersey Holdings Corporation	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Ramada New Jersey Holdings Corporation	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Ramada New Jersey, Inc.	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Ramada New Jersey, Inc.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
St. Louis Riverboat Entertainment, Inc.	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
St. Louis Riverboat Entertainment, Inc.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Tahoe Horizon, LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Tahoe Horizon, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Tropicana Entertainment Holdings, LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment Holdings, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Tropicana Entertainment Intermediate Holdings, LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Tropicana Entertainment Intermediate Holdings, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Tropicana Entertainment, LLC	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Tropicana Express, Inc.	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Tropicana Finance Corp.	Adamar of New Jersey, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	
Tropicana Finance Corp.	Manchester Mall, Inc.	The Debtors may have Causes of Action against the New Jersey entities including, but not limited to, avoidance actions under Chapter 5 of the Bankruptcy Code.
	South Brighton Avenue and the Boardwalk	
	Atlantic City, NJ 08401	

### Contracts/Malpractice/Negligence

The Debtors hereby retain all Causes of Action for (a) negligence or malpractice (or any other Cause of Action sounding in tort) or (b) breach of any contract or agreement with respect to insurance coverage or the performance of construction, installation, maintenance, repair, or similar work with respect to the Debtors' properties, including, but not limited to, the following:

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	Tracker Marine	Claim for failure to meet contractual minimum purchases of room nights and vouchers for food, beverage, and entertainment.
	2500 East Kearney	
	Springfield, MO 65898	
Tropicana Entertainment, LLC	Kone Inc.	Claim for failure to repair escalators and/or elevators covered by maintenance agreement.
	ATTN AMANDA HOGAN	
	3550 GEORGE BUSBEE PKWY STE 360	
	KENNESAW, GA 30144	
Tropicana Entertainment, LLC	Marsh USA, Inc.	Claim for denial of insurance coverage related to the Atlantic City garage collapse.
	Phoenix Office	
	Department #7320	
	Los Angeles, CA 90088	

### Contracts/Malpractice/Negligence

The Debtors hereby retain all Causes of Action for (a) negligence or malpractice (or any other Cause of Action sounding in tort) or (b) breach of any contract or agreement with respect to insurance coverage or the performance of construction, installation, maintenance, repair, or similar work with respect to the Debtors' properties, including, but not limited to, the following:

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	Otis Elevator Corp	Claim for failure to repair escalators and/or elevators covered by
		maintenance agreement.
	Attn Tucker Loomis	
	Las Vegas, NV 89103	
Tropicana Entertainment, LLC	Schindler Elevator	Claim for failure to repair escalators and/or elevators covered by maintenance agreement.
	1530 Timberwolf Dr	
	Holland, OH 43528	
Tropicana Entertainment, LLC	Thyssenkrupp Elevator Corp	Claim for failure to repair escalators and/or elevators covered by
	······································	maintenance agreement.
	4145 W Ali Baba Ln Ste A	
	Las Vegas, NV 89118	

### **Customer Revenue**

Legal Entity	Name of Counterparty	Nature
Columbia Properties Laughlin, LLC	National Reservation Bureau 3100 W Sahara Ave #207 Las Vegas, NV 89102	Claim for money owed on account of meetings held at the casinos.
Columbia Properties Laughlin, LLC	Travelworm 6280 South Valley View Blvd #502 Las Vegas, NV 89118	Claim for money owed on account of meetings held at the casinos.
Columbia Properties Tahoe, LLC	National Reservation Bureau 3100 W Sahara Ave #207 Las Vegas, NV 89102	Claim for money owed on account of meetings held at the casinos.

### **Customer Revenue**

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	Travelworm 6280 South Valley View Blvd #502 Las Vegas, NV 89118	Claim for money owed on account of meetings held at the casinos.
Tahoe Horizon, LLC	National Reservation Bureau 3100 W Sahara Ave #207 Las Vegas, NV 89102	Claim for money owed on account of meetings held at the casinos.
Tahoe Horizon, LLC	Travelworm 6280 South Valley View Blvd #502 Las Vegas, NV 89118	Claim for money owed on account of meetings held at the casinos.

### **Customer Revenue**

Legal Entity	Name of Counterparty	Nature
Tropicana Express, Inc.	Travelworm	Claim for money owed on account of meetings held at the casinos.
	6280 South Valley View Blvd #502	
	Las Vegas, NV 89118	

### Notes Repayments

Legal Entity	Name of Counterparty	Nature
Tropicana Entertainment, LLC	GEM Advisors Inc. 500 N Akard St Dallas, TX 75201	Claim for repayment of notes totaling \$450k.
Tropicana Entertainment, LLC	Mack Rossoff 9 West 57th St. Suite 4615 New York, NY 10019	Claim for repayment of notes totaling \$450k.
Tropicana Entertainment, LLC	MFR 9 West 57th St. Suite 4615 New York, NY 10019	Claim for repayment of notes totaling \$450k.

### Payment in Error

Legal Entity	Name of Counterparty	Nature
Catfish Queen Partnership In Commendam	Pitney-Bowes	Claim for \$2,000.00 check sent to the wrong department.
	Attn: Leasing Dept.	
	P.O. Box 856390	
	Louisville, KY 40285	
Columbia Properties Vicksburg, LLC	Mississippi Press Services	Claim for \$53,087.90 payment sent in error.
	371 EDGEWOOD TERRACE	
	JACKSON, MS 39206	

### Property Damage

Legal Entity	Name of Counterparty	Nature
Columbia Properties Vicksburg, LLC	Ergon Marine Industrial Supply, Inc.	Claim for damages to the casino riverboat.
	P.O. BOX 1639	
	JACKSON, MS 39215	

### Rent Payments

Legal Entity	Name of Counterparty	Nature
Columbia Properties Tahoe, LLC	Amer Can Made dba Galerie Bleu and Steve Vasconcellos	Claim for missed rent payments.
	PO Box 1394	
	Zyphyr, NV 89448	
Columbia Properties Tahoe, LLC	Lake Tahoe Cigar Company	Claim for missed rent payments.
	PO BOX 2048	
	STATELINE, NV 89448	

Nothing in the Plan (including the duration of the Interim Period) or the Plan Supplement shall impair, enlarge, or in any way alter the equitable and legal rights, obligations, and defenses of the OpCo Debtors (or any Entity created in accordance with the OpCo Plan) or the LandCo Debtors (or any Entity created in accordance with this Plan, including New LandCo) regarding the Intellectual Property Rights, and all Entities reserve their rights with respect thereto.

Notwithstanding the foregoing, the action or inaction of any Entity with respect to the Intellectual Property Rights during the Interim Period shall not be used, invoked, or applied by any Entity in any proceeding to serve as the basis to enlarge, diminish, or in any way alter or affect the equitable and legal rights, obligations, and defenses of any Entity including, without limitation, through the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), naked license, unreasonable delay in asserting rights, adequate remedy at law, or laches, in any dispute regarding the Intellectual Property Rights.

During the Interim Period, and without waiving any of the foregoing rights, obligations, and defenses, the OpCo Debtors (and any Entity created in accordance with the OpCo Plan) and the LandCo Debtors (and any Entity created in accordance with this Plan, including New LandCo) agree that they shall use (i) the trademarks and service marks included in the Intellectual Property Rights only in connection with those goods and services with which such trademarks and service marks have been used historically by such Entities, and (ii) the quality of such goods and services shall be consistent with or better than the quality of the goods and services on which such trademarks and service marks have been used historically.

SETTLE, COMPROMISE, RELEASE, WITHDRAW, OR LITIGATE TO JUDGMENT ANY SUCH CAUSES OF ACTION AND TO DECLINE TO DO ANY OF THE FOREGOING WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT OR ANY OTHER ENTITY. THE FOLLOWING RETAINED CAUSES OF ACTION DO NOT INCLUDE THE INSIDER CAUSES OF ACTION, AS SUCH INSIDER CAUSES OF ACTION BELONG TO THE LITIGATION TRUST, AS PROVIDED IN ARTICLE IV.B OF THE PLAN.

### <u>Exhibit 5</u>

#### List of Insider Causes of Action to Be Transferred to the Litigation Trust

THE FOLLOWING LIST REMAINS SUBJECT TO FURTHER REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING LIST AT ANY TIME IN ACCORDANCE WITH THE PLAN.

AS SET FORTH IN ARTICLE IV.B OF THE PLAN, THE FOLLOWING INSIDER CAUSES OF ACTION SHALL BE TRANSFERRED TO THE LITIGATION TRUST, WHICH MAY ENFORCE ALL RIGHTS TO COMMENCE AND PURSUE, AS APPROPRIATE, ANY AND ALL INSIDER CAUSES OF ACTION, WHETHER ARISING BEFORE OR AFTER THE PETITION DATE, INCLUDING ANY ACTIONS SPECIFICALLY ENUMERATED HEREIN, AND THE LITIGATION TRUST'S RIGHTS TO COMMENCE, PROSECUTE, OR SETTLE SUCH INSIDER CAUSES OF ACTION SHALL BE PRESERVED NOTWITHSTANDING THE OCCURRENCE OF THE EFFECTIVE DATE. THE LITIGATION TRUST MAY PURSUE SUCH CAUSES OF ACTION, AS APPROPRIATE, IN ACCORDANCE WITH THE BEST INTERESTS OF THE LITIGATION TRUST. NO ENTITY MAY RELY ON THE ABSENCE OF A SPECIFIC REFERENCE IN THE PLAN, THE PLAN SUPPLEMENT, OR THE DISCLOSURE STATEMENT TO ANY INSIDER CAUSE OF ACTION AGAINST THEM AS ANY INDICATION THAT THE LITIGATION TRUST WILL NOT PURSUE ANY AND ALL AVAILABLE INSIDER CAUSES OF ACTION AGAINST THEM. THE LITIGATION TRUST EXPRESSLY RESERVES ALL RIGHTS TO PROSECUTE ANY AND ALL INSIDER CAUSES OF ACTION AGAINST ANY ENTITY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN. UNLESS ANY INSIDER CAUSES OF ACTION AGAINST AN ENTITY ARE EXPRESSLY WAIVED, RELINQUISHED, EXCULPATED, RELEASED, COMPROMISED, OR SETTLED IN THE PLAN OR A FINAL ORDER, THE LITIGATION TRUST EXPRESSLY RESERVES ALL INSIDER CAUSES OF ACTION FOR LATER ADJUDICATION, AND, THEREFORE, NO PRECLUSION DOCTRINE, INCLUDING THE DOCTRINES OF RES JUDICATA, COLLATERAL ESTOPPEL, ISSUE PRECLUSION, CLAIM PRECLUSION, ESTOPPEL (JUDICIAL, EOUITABLE OR OTHERWISE), OR LACHES, SHALL APPLY TO SUCH INSIDER CAUSES OF ACTION UPON, AFTER, OR AS A CONSEQUENCE OF, THE CONFIRMATION OR THE CONSUMMATION OF THE PLAN.

THE LITIGATION TRUST RESERVES AND SHALL RETAIN THE FOLLOWING INSIDER CAUSES OF ACTION NOTWITHSTANDING THE REJECTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE DURING THE CHAPTER 11 CASES OR PURSUANT TO THE PLAN. IN ACCORDANCE WITH SECTION 1123(b)(3) OF THE BANKRUPTCY CODE, ANY INSIDER CAUSES OF ACTION THAT AN OPCO DEBTOR MAY HOLD AGAINST ANY ENTITY SHALL VEST IN THE LITIGATION TRUST. THE LITIGATION TRUST THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES, SHALL RETAIN AND MAY EXCLUSIVELY ENFORCE ANY AND ALL SUCH INSIDER CAUSES OF ACTION. THE LITIGATION TRUST SHALL HAVE THE EXCLUSIVE RIGHT, AUTHORITY, AND DISCRETION TO DETERMINE AND TO INITIATE, FILE, PROSECUTE, ENFORCE, ABANDON, SETTLE, COMPROMISE, RELEASE, WITHDRAW, OR LITIGATE TO JUDGMENT ANY SUCH INSIDER CAUSES OF ACTION AND TO DECLINE TO DO ANY OF THE FOREGOING WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT OR ANY OTHER ENTITY.

### **Insider Causes of Action**

The Debtors hereby retain the Insider Causes of Action which under the Plan are defined as (a) Claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises; (b) all rights of setoff, counterclaim, or recoupment and Claims on contracts or for breaches of duties imposed by law; (c) rights to object to Claims or Interests; (d) Claims pursuant to sections 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code; and (e) Claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code of any kind or character whatsoever, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, including through the Effective Date, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, against one or more of the Yung Entities. The Yung entities are defined in the Plan as (a) William J. Yung III or any non-Debtor Entities controlled either directly or indirectly by William J. Yung III, including, without limitation, Columbia Sussex Corporation, Tropicana Casinos and Resorts, Inc., or any non-Debtor Affiliates of the foregoing; (b) JMBS or any non-Debtor affiliates controlled either directly or indirectly by the foregoing; provided, however, that in no event shall Adamar of New Jersey, Inc. and Manchester Mall, Inc. be included in the definition of Yung Entities — which includes but is not limited to the following entities:

1994 William J. Yung Family Trust

740 Centre View Blvd

Crestview Hills, KY 41017

Aztar Missouri Riverboat Gaming Company, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Babitbay Beach Development Corporation N.V.

740 Centre View Blvd

Belle of Orleans, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia East Lansing Hotel, Inc.

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Albuquerque, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Baton Rouge, Ltd.

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Dallas, L.P.

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Evansville, LLC

740 Centre View Blvd

Columbia Properties Hilton Head, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Indianapolis, L.P.

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Louisville, Ltd.

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Minneapolis, Ltd.

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Mobile, Ltd.

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties New Orleans, LLC

740 Centre View Blvd

Columbia Properties Oklahoma City, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Ozarks, Ltd.

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Philadelphia, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Columbia Properties Phoenix, L.P.

740 Centre View Blvd

Crestview Hills, KY 41017

#### Columbia Sussex Corporation

740 Centre View Blvd

Crestview Hills, KY 41017

CP Jackson, LLC

740 Centre View Blvd

CP Las Vegas, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

CP St. Louis Casino LLC

740 Centre View Blvd

Crestview Hills, KY 41017

CS Hotels L.P.

740 Centre View Blvd

Crestview Hills, KY 41017

CW Hotels, L.P.

740 Centre View Blvd

Crestview Hills, KY 41017

El Paso GP, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Grandview Hotel, L.P.

740 Centre View Blvd

Greenville Riverboat, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Harbour Island Owner L.L.C.

740 Centre View Blvd

Crestview Hills, KY 41017

JMBS Casino Trust

740 Centre View Blvd

Crestview Hills, KY 41017

Joseph A. Yung

740 Centre View Blvd

Crestview Hills, KY 41017

Judy A. Yung

740 Centre View Blvd

Crestview Hills, KY 41017

Julie A. Haught

740 Centre View Blvd

LV Casino, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

LV REC, Inc.

740 Centre View Blvd

Crestview Hills, KY 41017

LV RED, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

Michelle A. Christensen

740 Centre View Blvd

Crestview Hills, KY 41017

Patriot Morgage Borrower L.L.C.

740 Centre View Blvd

Crestview Hills, KY 41017

**Rainbow Entertainment** 

740 Centre View Blvd

Sargasso Corporation

740 Centre View Blvd

Crestview Hills, KY 41017

Scott A. Yung

740 Centre View Blvd

Crestview Hills, KY 41017

Travis Real Estate Group JV (Idot grantor)

740 Centre View Blvd

Crestview Hills, KY 41017

Tropicana Casinos and Resorts, Inc.

740 Centre View Blvd

Crestview Hills, KY 41017

Tropicana Pennsylvania, LLC

740 Centre View Blvd

Crestview Hills, KY 41017

William J. Yung III

740 Centre View Blvd

William J. Yung, IV

740 Centre View Blvd

Crestview Hills, KY 41017

Wind Toronto Owner, Inc.

740 Centre View Blvd

### Exhibit 6

#### List of Assumed Executory Contracts and Unexpired Leases

THE OPCO DEBTORS AND THE REORGANIZED OPCO DEBTORS, AS APPLICABLE, RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, OR SUPPLEMENT THE SCHEDULES OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES IDENTIFIED AT ANY TIME THROUGH AND INCLUDING THE LATER OF THIRTY DAYS AFTER THE EFFECTIVE DATE.

CERTAIN DOCUMENTS ARE LISTED OUT OF AN ABUNDANCE OF CAUTION. INCLUSION IN THE FOLLOWING LIST SHALL NOT CONSTITUTE AN ADMISSION BY THE OPCO DEBTORS OR THE REORGANIZED OPCO DEBTORS THAT LISTED DOCUMENTS ARE EXECUTORY CONTRACTS OR UNEXPIRED LEASES, OR WITH REGARD TO THE NATURE OR VALIDITY OF SUCH DOCUMENTS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXECUTORY CONTRACTS AND UNEXPIRED LEASES SHALL BE TREATED IN THE MANNER SET FORTH IN ARTICLE V OF THE PLAN AND THE CONFIRMATION ORDER.

THE OPCO DEBTORS OR THE REORGANIZED OPCO DEBTORS, AS APPLICABLE, SHALL PAY THE CURE AMOUNTS SET FORTH HEREIN (THE "CURE AMOUNTS") IN ACCORDANCE WITH THE PLAN. PAYMENT OF THE CURE AMOUNTS SHALL SATISFY, IN FULL, THE OPCO DEBTORS AND THE REORGANIZED OPCO DEBTORS' OBLIGATIONS PURSUANT TO SECTION 365(b)(1) OF THE BANKRUPTCY CODE IN ACCORDANCE WITH THE PLAN. AS CURRENTLY SET FORTH IN THE PLAN, A COUNTERPARTY MAY FILE AN OBJECTION TO A CURE AMOUNT BY FILING A PROOF OF CLAIM WITH THE CLAIMS AND SOLICITATION AGENT BY THE CURE BAR DATE, WHICH SHALL BE THE LATER OF (A) THIRTY DAYS AFTER THE EFFECTIVE DATE AND (B) THIRTY DAYS AFTER THE EFFECTIVENESS OF THE ASSUMPTION OF THE APPLICABLE EXECUTORY CONTRACT OR UNEXPIRED LEASE, UNLESS OTHERWISE ORDERED BY THE BANKRUPTCY COURT OR AGREED TO BY THE COUNTERPARTY TO THE APPLICABLE EXECUTORY CONTRACT OR UNEXPIRED LEASE AND THE OPCO DEBTORS OR THE REORGANIZED OPCO DEBTORS.

AS OF THE EFFECTIVE DATE, ALL EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT ARE ASSUMED SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE BENEFIT OF THE REORGANIZED OPCO DEBTORS, AS INDICATED ON THE ATTACHED EXHIBIT, NOTWITHSTANDING THE PAYMENT OF, OR DISPUTE WITH RESPECT TO, ANY CURE AMOUNT OR PROVISION IN ANY SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT IS ASSUMED (INCLUDING THOSE DESCRIBED IN SECTIONS 365(b)(2) AND 365(f) OF THE BANKRUPTCY CODE) THAT PROHIBITS SUCH ASSIGNMENT OR TRANSFER OR THAT ENABLES OR REQUIRES TERMINATION OF SUCH CONTRACT OR LEASE.

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
189	Catfish Queen Partnership In Commendam	200 GOVERNMENT STREET, L.L.C. 200 GOVERNMENT STREET SUITE 200 BATON ROUGE, LA 70802	200 Government Street Addendum to Lease	11/30/2007	\$0.00
188	Catfish Queen Partnership In Commendam	200 GOVERNMENT STREET, L.L.C. 200 GOVERNMENT STREET SUITE 200 BATON ROUGE, LA 70802	200 Government Street Notice of Lease	12/20/2007	\$0.00
198	Catfish Queen Partnership In Commendam	AC COIN & SLOT SERVICE CO 201 W. DECATUR AVE PLEASENTVILLE, NJ 08232	AC Coin Proprietary Game Lease/License	3/26/2007	\$11,063.50
232	Columbia Properties Laughlin, LLC	AC COIN & SLOT SERVICE CO 201 W. DECATUR AVE PLEASENTVILLE, NJ 08232	Proprietary Game Lease/License	2/8/2006	\$0.00
875	JMBS Casino LLC	AC COIN & SLOT SERVICE CO 201 W. DECATUR AVE PLEASENTVILLE, NJ 08232	Slot License Agreement	12/14/2007	\$5,037.50
876	JMBS Casino LLC	AC COIN & SLOT SERVICE CO 201 W. DECATUR AVE PLEASENTVILLE, NJ 08232	Slot License Agreement	7/10/2007	\$5,037.50
1576	Tahoe Horizon, LLC	AC COIN NEVADA 1120 PALMS AIRPORT DR LAS VEGAS, NV 89119	21 Madness License	11/26/1997	\$0.00
1575	Tahoe Horizon, LLC	AC COIN NEVADA 1120 PALMS AIRPORT DR LAS VEGAS, NV 89119	Addendum 21 Madness License	12/1/1997	\$0.00
1572	Tahoe Horizon, LLC	AC COIN NEVADA 1120 PALMS AIRPORT DR LAS VEGAS, NV 89119	Addendum 21 Madness License	3/16/1999	\$0.00
1574	Tahoe Horizon, LLC	AC COIN NEVADA 1120 PALMS AIRPORT DR LAS VEGAS, NV 89119	Crap Shoot Table License Agreement	11/26/1997	\$0.00
1573	Tahoe Horizon, LLC	AC COIN NEVADA 1120 PALMS AIRPORT DR LAS VEGAS, NV 89119	License 21 Madness Kit	9/23/1997	\$0.00

	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
24	Aztar Indiana Gaming Company, LLC	ADP, INC. DESERT MOUNTAIN REGION P.O. BOX 78415 PHOENIX, AZ 85062-8415	Payroll License Fee	12/31/2007	\$0.00
1036	Tropicana Express, Inc.	AGILYSYS NV 3914 PAYSPHERE CIRCLE CHICAGO, IL 60674	Hardware Contract	1/28/2008	\$3,601.88
307	Columbia Properties Laughlin, LLC	AGILYSYS NV, LLC 1858 PAYSHERE CIRCLE CHICAGO, IL 60674	IBM Hardware Installation/Maintenance Agreement	2/18/2008	\$3,601.88
309	Columbia Properties Laughlin, LLC	AGILYSYS NV, LLC 1858 PAYSHERE CIRCLE CHICAGO, IL 60674	IBM Hardware Installation/Maintenance Agreement	10/21/2005	\$3,601.88
115	Aztar Indiana Gaming Company, LLC	ALLIED WASTE SERVICES OF PO BOX 9001099 LOUISVILLE, KY 40290-1099	Agreement Terms & Rate Options Proposal	5/1/2004	\$10,388.75
1613	JMBS Casino LLC	ARISTOCRAT 7230 AMIGO STREET LAS VEGAS, NV 89119	Purchase, License and Security agreement	12/5/2001	\$0.00
1504	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	2007 Oasis Maintenance Agreement	1/1/2007	\$710.71
1506	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	ATI Hyperlink Lease and License Agreement	3/26/2002	\$710.71
1505	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Big Shot Quarters	4/23/2001	\$710.71
141	Catfish Queen Partnership In Commendam	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Gaming Device Agreement	11/1/2004	\$4,237.80
140	Catfish Queen Partnership In Commendam	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Maintenance and Support Services Agreement	1/1/2007	\$4,237.80

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1509	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Slot Contract - Loco Loot	12/11/2006	\$710.71
1577	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Slot Contract - MAV 500 Cabinets	11/4/2004	\$710.71
1510 -	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Slot Contract - Millioniser	4/11/2007	\$710.71
1508	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Slot Contract - Millioniser	4/14/2004	\$710.71
1511 -	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Slot Contract - Sopranos	2/20/2008	\$710.71
1507	Tahoe Horizon, LLC	ARISTOCRAT GAMING 7230 AMIGO STREET LAS VEGAS, NV 89119	Slot Contract - Zorro	11/21/2005	\$710.71
240 0	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Extended Warranty Agreement	11/8/2004	\$730.50
1830 0	Columbia Properties Tahoe, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Gaming Device Agreement	8/24/2005	\$9,463.13
234 0	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Gaming Lease	9/1/2005	\$730.50
950 -	Tropicana Express, Inc.	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Oasis Bank Buster Agreement	4/1/2008	\$0.00
812 .	JMBS Casino LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Oasis Confidentiality Agreement	2/26/2007	\$0.00
823 .	JMBS Casino LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Oasis Hardware and Software	2/26/2007	\$0.00

Contract I	O Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
822	JMBS Casino LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Oasis Hardware and Software	1/1/2007	\$0.00
1037	Tropicana Express, Inc.	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Oasis Software Maintenance Agreement	1/1/2007	\$0.00
1821	Columbia Properties Tahoe, LLC	ARISTOCRAT TECHNOLOGIES, INC. 7230 AMIGO STREET LAS VEGAS, NV 89119	Progressive Services Agreement - Millioniser	4/24/2007	\$9,463.13
342	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Service Maintenance Agreement	2/1/2007	\$730.50
310	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Accounting Software Agreement	2/18/2004	\$730.50
233	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Contract - Cash Express	10/12/2001	\$730.50
235	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Contract - Jackpot Carnival	4/9/2007	\$730.50
236	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Contract - MAV 500 MK	6/12/2007	\$730.50
237	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Contract - Millionaire	10/30/2006	\$730.50
238	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Contract - Millioniser	9/6/2005	\$730.50
242	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Contract - Oasis	1/1/2006	\$730.50
239	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Contract - Sopranos	2/27/2008	\$730.50

Contract ID	O Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
241	Columbia Properties Laughlin, LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot Contract - Zorro	9/16/2005	\$730.50
821	JMBS Casino LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot License Agreement	7/14/2007	\$0.00
820	JMBS Casino LLC	ARISTOCRAT TECHNOLOGIES, INC. DEPT 9540 LOS ANGELES, CA 90084-9540	Slot License Agreement	7/17/2007	\$0.00
122	Aztar Indiana Gaming Company, LLC	ASCAP 21678 NETWORK PLACE CHICAGO, IL 60673	Hotel License Agreement	1/1/2007	\$45.52
1514	Tahoe Horizon, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Cash Fever Agreement	7/11/2006	\$404.67
1517	Tahoe Horizon, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Cash Fever Agreement	7/8/2006	\$404.67
1513	Tahoe Horizon, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Deal or No Deal Agreement	7/11/2006	\$404.67
1518	Tahoe Horizon, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Game Lease License Agreement	7/11/2006	\$404.67
1512	Tahoe Horizon, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Game of Life Agreement	7/11/2006	\$404.67
1519	Tahoe Horizon, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Game of Life Agreement	10/20/2006	\$404.67
951	Tropicana Express, Inc.	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Lease - Passion Deal or No Deal Super Top Reel	3/23/2008	\$6,503.53
311	Columbia Properties Laughlin, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Lease Assumption in River Palms Acquisition	1/27/2003	\$2,374.59

Contract II	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1832	Columbia Properties Tahoe, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Participation Order Form - Deal or No Deal	12/6/2006	\$5,110.11
1516	Tahoe Horizon, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Titans Agreement	7/11/2006	\$404.67
1515	Tahoe Horizon, LLC	ATRONIC 16537 N 92ND STREET SCOTTSDALE, AZ 85260	Titans Agreement	6/6/2002	\$404.67
1703	Columbia Properties Tahoe, LLC	ATRONIC AMERICAS LLC PO BOX 49008 SAN JOSE, CA 95161	Atronic IP Game Lease and License Agreement	12/6/2006	\$5,110.11
952	Tropicana Express, Inc.	ATRONIC AMERICAS LLC PO BOX 49008 SAN JOSE, CA 95161	Lease Order (Participation Agreement)	3/23/2008	\$6,503.53
953	Tropicana Express, Inc.	ATRONIC AMERICAS LLC PO BOX 49008 SAN JOSE, CA 95161	Master Sales Agreement	1/31/2008	\$6,503.53
244	Columbia Properties Laughlin, LLC	ATRONIC AMERICAS LLC PO BOX 49008 SAN JOSE, CA 95161	Slot Contract - King Kong	3/24/2007	\$2,374.59
824	JMBS Casino LLC	ATRONIC AMERICAS LLC PO BOX 49008 SAN JOSE, CA 95161	Slot License Agreement	11/13/2006	\$13,420.00
413	Columbia Properties Vicksburg, LLC	ATRONIC AMERICAS LLC PO BOX 49008 SAN JOSE, CA 95161	Slot Machine Lease	6/9/2006	\$7,289.38
1614	JMBS Casino LLC	BALLY GAMING PO BOX 98577 LAS VEGAS, NV 89119	Wide Area Network Service Agreement	8/6/2001	\$8,404.59
844	JMBS Casino LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	JMBS Slot Machine Contracts	8/6/2001	\$8,404.59
417	Columbia Properties Vicksburg, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Lease Agreement - M-9000	6/6/2005	\$8,404.59

Contract I	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
312	Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Lease Assumption in River Palms Acquisition	1/29/2003	\$8,404.59
414	Columbia Properties Vicksburg, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Rental Agreement - Hot Shots	12/21/2006	\$8,404.59
142	Catfish Queen Partnership In Commendam	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Rental or Participation Agreement	5/10/2007	\$8,404.59
1829	Columbia Properties Tahoe, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Rental Participation Agreement - Hot Shots	5/10/2007	\$8,404.59
249	Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Sales & Security Agreement	8/30/2006	\$8,404.59
34	Aztar Indiana Gaming Company, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Agreement - Hot Shots	9/17/2007	\$8,404.59
1525	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Big Slot	2/7/2005	\$8,404.59
955	Tropicana Express, Inc.	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - C9000 Slant	2/7/2007	\$8,404.59
245	Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - CineVision	4/18/2007	\$8,404.59
1521	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Golden Monkey	4/27/2007	\$8,404.59
1530	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Hot Shots	8/24/2006	\$8,404.59
959	Tropicana Express, Inc.	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Hot Shots	2/2/2007	\$8,404.59

Contract II	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1523	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Hot Shots	9/29/2006	\$8,404.59
956	Tropicana Express, Inc.	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Hot Shots Slot	12/21/2007	\$8,404.59
1526	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Millionaire Sevens	5/1/2001	\$8,404.59
960	Tropicana Express, Inc.	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Millionaire Sevens	12/11/2007	\$8,404.59
1520	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Millionaire Sevens	5/2/2007	\$8,404.59
957	Tropicana Express, Inc.	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Millionaire Sevens	12/11/2007	\$8,404.59
247	Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Monte Carlo	7/11/2007	\$8,404.59
1527	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Monte Carlo	1/17/2002	\$8,404.59
1528	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Playboy	5/22/2003	\$8,404.59
961	Tropicana Express, Inc.	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Quarter Millions	12/10/2007	\$8,404.59
958	Tropicana Express, Inc.	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Quarter Millions	12/10/2007	\$8,404.59
1524	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - QuarterMillions	6/20/2006	\$8,404.59

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1529 1	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - QuarterMillions	8/27/2004	\$8,404.59
1522 1	Tahoe Horizon, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Reel Winners	4/27/2007	\$8,404.59
248 (	Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Contract - Reel Winners	7/23/2007	\$8,404.59
825 J	JMBS Casino LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot License Agreement	7/12/2007	\$8,404.59
826 J	JMBS Casino LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot License Agreement	7/12/2007	\$8,404.59
246 (	Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Slot Rental Agreement	9/1/2006	\$8,404.59
313 (	Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	Software Maintenance Agreement		\$8,404.59
251 (	Columbia Properties Laughlin, LLC	BALLY GAMING SYSTEMS P.O. BOX 98577 LAS VEGAS, NV 89193	V32 Alpha Elite Rental Agreement	2/15/2008	\$8,404.59
169 (	Catfish Queen Partnership In Commendam	BRASSCO, INC. PO BOX 46121 BATON ROUGE, LA 70895	Annual Inspection Agreement	3/17/2008	\$1,100.00
124 <i>F</i>	Aztar Indiana Gaming Company, LLC	CASINO GAMING LLC 2700 WEST ROOSEVELT ROAD BROADVIEW, IL 60155	Casino Surrender 'Automatic Win' game	10/15/2007	\$120.00
316 (	Columbia Properties Laughlin, LLC	CDS/ARISTOCRAT 7230 AMIGO ST. LAS VEGAS, NV 89119	Lease Assumption in River Palms Acquisition	4/9/1998	\$4,452.18
1501 0	Columbia Properties Tahoe, LLC	CENTRAL CREDIT, LLC P.O. BOX 95275 LAS VEGAS, NV 89193	Check Verification Services Agreement	9/1/2005	\$653.48

Contract ID	O Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
64	Aztar Indiana Gaming Company, LLC	CENTRAL CREDIT, LLC P.O. BOX 95275 LAS VEGAS, NV 89193	Credit Verification Service Agreement	6/1/2007	\$653.48
317	Columbia Properties Laughlin, LLC	CENTRAL CREDIT, LLC P.O. BOX 95275 LAS VEGAS, NV 89193	Software Subscriber Agreement	11/19/1998	\$653.48
318	Columbia Properties Laughlin, LLC	CENTRAL CREDIT, LLC P.O. BOX 95275 LAS VEGAS, NV 89193	Software Subscriber Agreement	2/24/2005	\$653.48
1057	Tropicana Express, Inc.	CENTRAL CREDIT, LLC P.O. BOX 95275 LAS VEGAS, NV 89193	Subscriber Agreement	6/23/2004	\$653.48
170	Catfish Queen Partnership In Commendam	CENTRAL CREDIT, LLC P.O. BOX 95275 LAS VEGAS, NV 89193	Subscriber Agreement	9/23/1994	\$653.48
846	JMBS Casino LLC	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Welcome Check Warranty Agreement	8/4/2006	\$0.00
791	Jazz Enterprises, Inc.	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Welcome Check Warranty Agreement	8/4/2006	\$0.00
320	Columbia Properties Laughlin, LLC	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Welcome Check Warranty Agreement	8/4/2006	\$0.00
172	Catfish Queen Partnership In Commendam	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Welcome Check Warranty Agreement	8/4/2006	\$0.00
376	Columbia Properties Tahoe, LLC	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Welcome Check Warranty Agreement	8/4/2006	\$0.00
480	CP Laughlin Realty, LLC	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Welcome Check Warranty Agreement	8/4/2006	\$0.00
213	Centroplex Centre Convention Hotel, L.L.C.	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Welcome Check Warranty Agreement	8/4/2006	\$0.00

Contract II	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
437	Columbia Properties Vicksburg, LLC	CERTEGY CHECK SERVICES, INC. P.O. BOX 30038 TAMPA, FL 33630	Welcome Check Warranty Agreement	8/4/2006	\$0.00
130	Catfish Queen Partnership In Commendam	CITY OF BATON ROUGE 300 N 10TH ST BATON ROUGE, LA 71207	2012 Bowl Baton Rouge Sponsorship Agreement	4/29/2007	\$0.00
1671	Catfish Queen Partnership In Commendam	CITY OF BATON ROUGE 233 ST LOUIS STREET BATON ROUGE, LA 70802	City License 2008	1/1/2008	\$0.00
126	Aztar Indiana Gaming Company, LLC	CITY OF EVANSVILLE 1 NW MARTIN LUTHER KING BLVD EVANSVILLE, IN 47708	Easement Agreement for Water Main	5/22/2007	\$0.00
1690	Aztar Indiana Gaming Company, LLC	CITY OF EVANSVILLE 1 NW MARTIN LUTHER KING BLVD EVANSVILLE, IN 47708	Hotel License	12/18/2007	\$0.00
105	Aztar Indiana Gaming Company, LLC	CITY OF EVANSVILLE 1 NW MARTIN LUTHER KING BLVD EVANSVILLE, IN 47708	License and Encroachment Agreement - Walkway	9/1/2003	\$0.00
100	Aztar Indiana Gaming Company, LLC	CITY OF EVANSVILLE 1 NW MARTIN LUTHER KING BLVD EVANSVILLE, IN 47708	Project Agreement btw City of Evansville, IN and Aztar Indiana Gaming Inc.	6/29/1994	\$0.00
867	JMBS Casino LLC	CITY OF GREENVILLE P.O. BOX 897 GREENVILLE, MS 38702	210 Foot Utility Lease	3/14/2002	\$0.00
865	JMBS Casino LLC	CITY OF GREENVILLE P.O. BOX 897 GREENVILLE, MS 38702	Agreement Granting Moorage	9/4/1996	\$0.00
848	JMBS Casino LLC	CITY OF GREENVILLE P.O. BOX 897 GREENVILLE, MS 38702	Metal Halide Light Lease	12/9/1993	\$0.00
866	JMBS Casino LLC	CITY OF GREENVILLE P.O. BOX 897 GREENVILLE, MS 38702	Moorage and Dockage Agreement	11/7/2006	\$0.00
1622	JMBS Casino LLC	CITY OF GREENVILLE P.O. BOX 897 GREENVILLE, MS 38702	Privilege License	5/17/2007	\$0.00

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
864	JMBS Casino LLC	CITY OF GREENVILLE P.O. BOX 897 GREENVILLE, MS 38702	Right to Lease Land/Docking	11/7/2006	\$0.00
863	JMBS Casino LLC	CITY OF GREENVILLE P.O. BOX 897 GREENVILLE, MS 38702	Site Lease	7/1/1998	\$0.00
473	Columbia Properties Vicksburg, LLC	CITY OF VICKSBURG PO BOX 58 VICKSBURG, MS 39181-0058	Master Agreement for Casino in Vicksburg	10/22/2003	\$0.00
1635	Columbia Properties Vicksburg, LLC	CITY OF VICKSBURG PO BOX 150 VICKSBURG, MS 39181	Privilege License	10/1/2007	\$0.00
469	Columbia Properties Vicksburg, LLC	CITY OF VICKSBURG PO BOX 58 VICKSBURG, MS 39181-0058	Special Warranty Deed - Parking Lot	7/16/2003	\$0.00
1074	Tropicana Express, Inc.	COCA-COLA USA PO BOX 102190 68 ANNEX ATLANTA, GA 30368	Beverage Marketing and Sponsorship Agreement	9/11/2003	\$0.00
482	CP Laughlin Realty, LLC	Cricket Communications, Inc. 10307 Pacific Center Court San Diego, CA 92121	Antenna License Agreement	2/28/2008	\$0.00
1579	Tahoe Horizon, LLC	CUMMINS-ALLISON CORP P.O. BOX 339 MT. PROSPECT, IL 60056	Coin Counter Maintenance Agreement	8/22/2006	\$0.00
152	Catfish Queen Partnership In Commendam	CUMMINS-ALLISON CORP P.O. BOX 339 MT. PROSPECT, IL 60056	Preventive Maintenance Inspection Agreement - #25180508	4/16/2008	\$0.00
151	Catfish Queen Partnership In Commendam	CUMMINS-ALLISON CORP P.O. BOX 339 MT. PROSPECT, IL 60056	Preventive Maintenance Inspection Agreement - #30682008	4/16/2008	\$0.00
255	Columbia Properties Laughlin, LLC	DANKA OFFICE IMAGING 4388 COLLECTIONS CENTER DR CHICAGO, IL 60693	Photo Copier Lease	1/25/2008	\$0.00

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
254	Columbia Properties Laughlin, LLC	DANKA OFFICE IMAGING 4388 COLLECTIONS CENTER DR CHICAGO, IL 60693	Photo Copier Lease	1/18/2008	\$0.00
344	Columbia Properties Laughlin, LLC	DESERT RECREATION INC 315 LONG AVENUE BULLHEAD CITY, AZ 86429	Lease Assumption in River Palms Acquisition	7/16/2003	\$0.00
1611	Columbia Properties Laughlin, LLC	DESERT RECREATION INC 315 LONG AVENUE BULLHEAD CITY, AZ 86429	Water Taxi and Riverboat Cruises	4/15/2008	\$0.00
132	Catfish Queen Partnership In Commendam	DIANE ALLEN AND ASSOCIATES PO BOX 66337 BATON ROUGE, LA 70896	Advertising Space Agreement	4/17/2008	\$14,549.01
1597	Tahoe Horizon, LLC	ECONOMY WINDOW CLEANERS PO BOX 3255 STATELINE, NV 89449	Window Cleaning Agreement	11/30/2005	\$7,086.93
1060	Tropicana Express, Inc.	EMBARQ PO BOX 79133 PHOENIX, AZ 85062-9133	Service and Equipment Agreement	5/10/2007	\$4,574.38
1816	Tropicana Express, Inc.	ENVIRO TECH PRODUCTS & SERVICE 3576 E. RUSSELL RD LAS VEGAS, NV 89120	Annual Cleaning and Inspection Agreement - Duct Cleaning (annual auto renew)	6/3/2003	\$3,478.06
257	Columbia Properties Laughlin, LLC	FORTUNET INC 2950 S HIGHLAND DR SUITE C LAS VEGAS, NV 89109	Renewal of Gaming Lease Agreement	3/23/2006	\$10,613.66
962	Tropicana Express, Inc.	GALAXY GAMING PO BOX 94785 SEATTLE, WA 98124	Blanket License Agreement	4/21/2003	\$138.67
210	Centroplex Centre Convention Hotel, L.L.C.	GALAXY GAMING PO BOX 94785 SEATTLE, WA 98124	System and Services Agreement	8/16/2005	\$0.00
1606	Tahoe Horizon, LLC	GAMING ENTERTAINMENT, INC. PO BOX 30850 LAS VEGAS, NV 89103	Lease Multi Game Promo Pack	11/30/2007	\$464.52
1567	Tahoe Horizon, LLC	GAMING ENTERTAINMENT, INC. PO BOX 30850 LAS VEGAS, NV 89103	Mini Pai Gow Package Agreement	12/21/2007	\$464.52

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
258 (	Columbia Properties Laughlin, LLC	GAMING ENTERTAINMENT, INC. PO BOX 30850 LAS VEGAS, NV 89103	Pai Gow Gaming Lease	5/9/2006	\$0.00
1583 -	Tahoe Horizon, LLC	GLOBAL CASH ACCESS 3525 E POST RD - STE 120 LAS VEGAS, NV 89120	Service Agreement	7/5/2006	\$0.00
832 、	JMBS Casino LLC	GLOBAL CASH ACCESS 3525 E POST RD - STE 120 LAS VEGAS, NV 89120	Service Agreement	6/29/2006	\$0.00
440 (	Columbia Properties Vicksburg, LLC	GLOBAL CASH ACCESS 3525 E POST RD - STE 120 LAS VEGAS, NV 89120	Service Agreement	6/29/2006	\$0.00
1062 -	Tropicana Express, Inc.	GLOBAL CASH ACCESS 3525 E POST RD - STE 120 LAS VEGAS, NV 89120	Service Agreement	1/24/2007	\$0.00
117 /	Aztar Indiana Gaming Company, LLC	GLOBAL PAYMENTS CHECK SERV INC PO BOX 66700 CHICAGO, IL 60666	Cash Advances Agreement	1/19/2004	\$0.00
1569 -	Tahoe Horizon, LLC	GLOBAL PAYMENTS CHECK SERV INC PO BOX 66700 CHICAGO, IL 60666	Check Guarantee Agreement	11/29/2005	\$1,961.74
1496 (	Columbia Properties Tahoe, LLC	GLOBAL PAYMENTS CHECK SERV INC PO BOX 66700 CHICAGO, IL 60666	Check Guarantee Agreement	3/18/2004	\$0.00
1495 (	Columbia Properties Tahoe, LLC	GLOBAL PAYMENTS CHECK SERV INC PO BOX 66700 CHICAGO, IL 60666	Check Guarantee Agreement	11/6/2003	\$0.00
37 /	Aztar Indiana Gaming Company, LLC	GREATER BAY CAPITAL PO BOX 7777 SAN FRANCISCO, CA 94120-7777	Hasler Mail Machine Contract	5/13/2004	\$282.87
868 、	JMBS Casino LLC	GREENVILLE YACHT CLUB P.O. BOX 417 GREENVILLE, MS 38701	Dockage Agreement	12/29/1992	\$1,940.83
870 、	JMBS Casino LLC	GREENVILLE YACHT CLUB P.O. BOX 417 GREENVILLE, MS 38701	Dockage Lease	12/27/1992	\$1,940.83

Contract II	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
869	JMBS Casino LLC	GREENVILLE YACHT CLUB P.O. BOX 417 GREENVILLE, MS 38701	Lease Assignment Agreement	6/5/2002	\$1,940.83
38	Aztar Indiana Gaming Company, LLC	GRIFFIN INVESTIGATIONS PO BOX 290 LAS VEGAS, NV 89125	Surveillance Equipment Agreement	4/22/2002	\$758.33
103	Aztar Indiana Gaming Company, LLC	HMR ENTERPRISES, INC 1315 READ ST. EVANSVILLE, IN 47710	Food Supply Agreement (Max & Erma)	10/1/2004	\$0.00
1586	Tahoe Horizon, LLC	HOSPITALITY NETWORK 706 VALLE VERDE COURT HENDERSON, NV 89014	In Room Telecom Service Agreement	9/26/1995	\$20,907.01
325	Columbia Properties Laughlin, LLC	HOSPITALITY NETWORK INC PO BOX 43628 LAS VEGAS, NV 89116	Lease Assumption in River Palms Acquisition	9/1/1999	\$27,437.12
1026	Tropicana Express, Inc.	HOSPITALITY NETWORK INC C/O AMERICANA PAYROLL PO BOX 43628 LAS VEGAS, NV 89116	Hospitality Network Agreement	5/1/2005	\$61,293.16
155	Catfish Queen Partnership In Commendam	ID GROUP INC 280 TRACE COLONY PARK DRIVE RIDGELAND, MS 39157	Preventive Maintenance Service Contract	8/3/2007	\$30,552.43
199	Catfish Queen Partnership In Commendam	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	End-User License Agreement	12/21/2006	\$5,330.18
970	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Intellectual Property License	8/7/2002	\$5,330.18
360	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	IT Agreement for Monitoring of Jackpot Prizes	9/19/2003	\$5,330.18
1410	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	IT Agreement for Monitoring of Jackpot Prizes	11/6/2002	\$5,330.18

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
424	Columbia Properties Vicksburg, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Lease Assumption from Harrah's Vicksburg	6/20/2001	\$5,330.18
419	Columbia Properties Vicksburg, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Lease Assumption from Harrah's Vicksburg	1/8/2002	\$5,330.18
422	Columbia Properties Vicksburg, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Lease Assumption from Harrah's Vicksburg	5/2/2001	\$5,330.18
425	Columbia Properties Vicksburg, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Lease Assumption from Harrah's Vicksburg	6/13/2000	\$5,330.18
423	Columbia Properties Vicksburg, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Lease Assumption from Harrah's Vicksburg	11/13/2001	\$5,330.18
420	Columbia Properties Vicksburg, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Lease Assumption from Harrah's Vicksburg	8/16/2002	\$5,330.18
426	Columbia Properties Vicksburg, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Lease Assumption from Harrah's Vicksburg	6/9/2000	\$5,330.18
326	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Lease Assumption in River Palms Acquisition	3/20/2002	\$5,330.18
1563	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	License Agreement	12/26/2006	\$5,330.18
1542	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Machine Purchase Agreement	12/29/2004	\$5,330.18
41	Aztar Indiana Gaming Company, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Megajackpot Contract	5/31/2006	\$5,330.18
156	Catfish Queen Partnership In Commendam	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	MegaJackpot Stand Alone Standard Terms and Conditions Agreement	12/21/2006	\$5,330.18

	O Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
988	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Microsoft End User Agreement	8/17/2007	\$5,330.18
42	Aztar Indiana Gaming Company, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Microsoft License	5/31/2005	\$5,330.18
1706	Columbia Properties Tahoe, LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Molt-Hand Poker License Agreement	8/30/2002	\$5,330.18
1726	Columbia Properties Tahoe, LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Multi-Hand Poker License Agreement	8/30/2002	\$5,330.18
77	Aztar Indiana Gaming Company, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Quarterly Maintenance Agreement	5/26/2007	\$5,330.18
45	Aztar Indiana Gaming Company, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Agreement - Wheel of Fortune	4/17/2002	\$5,330.18
44	Aztar Indiana Gaming Company, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Agreement - Wheel of Fortune	4/18/2000	\$5,330.18
43	Aztar Indiana Gaming Company, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Agreement - Wheel of Fortune	6/22/2005	\$5,330.18
1826	Columbia Properties Tahoe, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - 3 Level Wheel of Fortune Multi-Win 15 Coin Quarter Spinning Reel	6/14/2007	\$5,330.18
1823	Columbia Properties Tahoe, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - 4-Level Wheel of Fortune Penny Widescreen Uprights Mystery Level Progressives	9/20/2007	\$5,330.18
1828	Columbia Properties Tahoe, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - 6 Red Hot Jackpots S2000 Spinning Reel Uprights	1/9/2007	\$5,330.18

Contract II	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1825	Columbia Properties Tahoe, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - 6 Video Wheel of Fortune	4/3/2007	\$5,330.18
1555	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Animal House	9/9/2004	\$5,330.18
968	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - AVP Slant	7/27/2007	\$5,330.18
969	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - AVP WS	12/19/2007	\$5,330.18
1561	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Beverly Hill Billies	6/16/2006	\$5,330.18
262	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Brazil Slingo	4/28/2005	\$5,330.18
976	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Daily Fees Daily Royalty Games	8/7/2002	\$5,330.18
977	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Daily Fees Spin Poker	2/21/2002	\$5,330.18
978	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Daily Fees Top Dollar Anything but Six 21 Gambler	12/14/2007	\$5,330.18
1548	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Diamond Cinema Nickel	3/22/2002	\$5,330.18
263	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Drew Carey	8/23/2005	\$5,330.18
1558	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Elvis Hits	7/6/2004	\$5,330.18

Contract ID	O Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
273	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - EzPay	11/26/2003	\$5,330.18
264	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Fort Knox	12/22/2005	\$5,330.18
1546	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Fort Knox Frog Prince	2/11/2005	\$5,330.18
265	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Fort Knox Penny Barn	2/16/2005	\$5,330.18
266	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Holey Wheel Hopper	11/24/2003	\$5,330.18
1562	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - I Dream of Genie Your Wish	6/19/2006	\$5,330.18
1559	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - I Love Lucy	9/9/2004	\$5,330.18
267	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Indiana Jones	10/24/2007	\$5,330.18
979	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Indiana Jones	12/14/2007	\$5,330.18
1539	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Indiana Jones Raiders Wheel	12/19/2006	\$5,330.18
1570	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Indiana Jones Temple of Doom	7/11/2007	\$5,330.18
269	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Jackpot Hunter	12/22/2005	\$5,330.18

Contract II	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
268	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Jackpot Hunter \$0.01	12/22/2005	\$5,330.18
1557	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Jeopardy	6/10/2004	\$5,330.18
1533	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Jokers Wild Jr	5/3/2007	\$5,330.18
833	JMBS Casino LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - License Agreement	8/14/2002	\$5,330.18
1534	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Marilyn Wheel	1/12/2007	\$5,330.18
1544	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Match and Win	10/7/2005	\$5,330.18
971	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megabucks	11/20/2002	\$5,330.18
980	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megabucks	11/20/2002	\$5,330.18
1550	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Megabucks Progressive Agreement	1/21/2008	\$5,330.18
1551	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Megabucks WAP	11/15/2001	\$5,330.18
271	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - MegaJackpot	6/11/2004	\$5,330.18
985	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpot Multi Denom Top Dollars	7/26/2007	\$5,330.18

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
981 7	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpot Penny Wheel of Fortune	6/21/2007	\$5,330.18
982 1	Fropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpot Quarter Wheel of Fortune	7/26/2007	\$5,330.18
983 7	Fropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpot Quarter Wheel of Fortune	7/26/2007	\$5,330.18
986 7	Fropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpot Stand Alone	8/17/2007	\$5,330.18
984 1	Fropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpot Wheel of Fortune	7/26/2007	\$5,330.18
987 1	Fropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpot WOP	8/17/2007	\$5,330.18
965 1	Fropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpots	9/19/2003	\$5,330.18
966 1	Fropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpots	11/6/2002	\$5,330.18
834 .	JMBS Casino LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Megajackpots	7/11/2007	\$5,330.18
877 .	IMBS Casino LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Mississippi Megabucks	5/1/2001	\$5,330.18
1536 1	Fahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Morgan Fairchild	5/8/2007	\$5,330.18
989 1	Fropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Multi Hand Poker Agreement	8/17/2007	\$5,330.18

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
835	JMBS Casino LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Multi Hand Poker Master Lease Agreement	7/16/2003	\$5,330.18
1616	JMBS Casino LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Multi Hand Poker Master Lease Agreement	4/12/2001	\$5,330.18
272	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Multihand Poker	5/10/2005	\$5,330.18
1560	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Pinball	5/15/2006	\$5,330.18
1543	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - PRI Cliffhanger	11/30/2005	\$5,330.18
1725	Columbia Properties Tahoe, LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Progressive Agreement Megabucks	4/29/2003	\$5,330.18
991	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Quarter Wheel of Fortune	11/20/2002	\$5,330.18
1537	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Red Hot Jackpots	1/5/2007	\$5,330.18
972	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - S2000	11/20/2002	\$5,330.18
274	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - S2000UP	11/6/2003	\$5,330.18
275	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - S2K	8/24/2004	\$5,330.18

Contract II	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1549	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Sinatra	11/6/2003	\$5,330.18
973	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Spin Poker	4/2/2002	\$5,330.18
1554	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Spooky WAP	3/20/2002	\$5,330.18
276	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Star Wars	1/5/2005	\$5,330.18
1540	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Star Wars Empire Strikes Back	11/16/2006	\$5,330.18
1547	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Star Wars Episode 4	2/16/2005	\$5,330.18
1541	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Temple of Treasure	10/27/2006	\$5,330.18
974	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Top Dollar	7/26/2007	\$5,330.18
990	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Tropicana Signature Package	7/26/2007	\$5,330.18
1556	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - TV Hits Progressive Agreement	8/23/2002	\$5,330.18
1538	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Video Wheel of Fortune Penny Slots	10/27/2006	\$5,330.18
1531	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Wheel of Fortune	3/3/2008	\$5,330.18

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
277	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Wheel of Fortune	1/28/2002	\$5,330.18
278	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Wheel of Fortune	9/25/2007	\$5,330.18
975	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Wheel of Fortune	11/20/2002	\$5,330.18
1824	Columbia Properties Tahoe, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Wheel of Fortune \$5.00	6/14/2007	\$5,330.18
260	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Wheel of Fortune Classic	9/3/2003	\$5,330.18
1553	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Wheel of Fortune Five Dollar	6/28/2001	\$5,330.18
1619	JMBS Casino LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Wheel of Fortune Five Dollar Progressive Agreement	8/9/2001	\$5,330.18
1728	Columbia Properties Tahoe, LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Wheel of Fortune Half Dollar Progressive Agreement	4/30/2003	\$5,330.18
1618	JMBS Casino LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Wheel of Fortune Half Dollar Progressive Agreement	3/29/2001	\$5,330.18
992	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Wheel of Fortune One Dollar	11/20/2002	\$5,330.18
850	JMBS Casino LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Wheel of Fortune One Dollar Progressive Agreement	1/21/2001	\$5,330.18

Contract II	O Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1729	Columbia Properties Tahoe, LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Wheel of Fortune Penny Slots	5/2/2008	\$5,330.18
1727	Columbia Properties Tahoe, LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Wheel of Fortune Progressive Agreement	5/7/2004	\$5,330.18
1615	JMBS Casino LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Wheel of Fortune Progressive Agreement	1/21/2001	\$5,330.18
1730	Columbia Properties Tahoe, LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Wheel of Fortune Quarter Progressive Agreement	4/29/2003	\$5,330.18
1552	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Wheel of Fortune Quarter Uprights	5/27/2004	\$5,330.18
1545	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Wheel of Fortune Reel	2/16/2005	\$5,330.18
1535	Tahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Wheel of Fortune Reel	5/3/2007	\$5,330.18
1731	Columbia Properties Tahoe, LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Slot Contract - Wheel of Fortune Special Edition Progressive Agreement	6/3/2004	\$5,330.18
993	Tropicana Express, Inc.	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Wheel of Fortune Super Spin	7/26/2007	\$5,330.18
1827	Columbia Properties Tahoe, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - Wheel of Fortune Super Spin	2/14/2008	\$5,330.18

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1532 T	ahoe Horizon, LLC	IGT 9295 PROTOTYPE DRIVE RENO, NV 89512	Slot Contract - World Poker Tour	5/4/2007	\$5,330.18
280 C	Columbia Properties Laughlin, LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Slot Contract - Young Frankenstein	9/24/2003	\$5,330.18
837 J	MBS Casino LLC	IGT DEPARTMENT 7866 LOS ANGELES, CA 90088	Software License	8/14/2002	\$5,330.18
1617 J	MBS Casino LLC	IGT 7115 AMIGO STREET SUITE 150 LAS VEGAS, NV 89119	Wheel of Fortune Quarter Progressive Agreement	9/22/1998	\$5,330.18
1692 A	ztar Indiana Gaming Company, LLC	INDIANA DEPARTMENT OF REVENUE PO BOX 7221 INDIANAPOLIS, IN 46207-7229	Other Tobacco Products Distributors License	5/6/2007	\$0.00
1693 A	ztar Indiana Gaming Company, LLC	INDIANA DEPARTMENT OF REVENUE PO BOX 7221 INDIANAPOLIS, IN 46207-7229	Retail Merchant Certificate	12/2/2007	\$0.00
78 A	ztar Indiana Gaming Company, LLC	J.E. Shekell Inc. 424 W TENNESSEE ST EVANSVILLE, IN 47710	Maintenance Agreement	11/30/2007	\$26,232.08
1503 T	ahoe Horizon, LLC	JCM AMERICAN CORPORATION PO BOX 894686 LOS ANGELES, CA 90189	Bill Validation Equipment Slots Agreement	3/6/2008	\$0.00
79 A	ztar Indiana Gaming Company, LLC	JOHNSON CONTROLS INC 3645 W OQUENDO ROAD LAS VEGAS, NV 89118	HVAC Maintenance Contract	1/16/2007	\$0.00
1044 T	ropicana Express, Inc.	JOHNSON CONTROLS, INC. 3645 W. OQUENDO ROAD LAS VEGAS, NV 89118	Service Agreement	8/3/2007	\$5,467.55
192 C	Catfish Queen Partnership In Commendam	K&B ACCOUNT NO. 2 2335 MYRTLE AVENUE BATON ROUGE, LA 70806	Lease Agreement	9/1/2003	\$0.00

Contract I	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
193	Catfish Queen Partnership In Commendam	KANTROW/WEILL FAMILY, L.L.C. C/O LEE C. KANTROW PO BOX 2997 BATON ROUGE, LA 70821	Lease Agreement	9/1/2003	\$0.00
80	Aztar Indiana Gaming Company, LLC	KINDER MOVING & STORAGE 1533 BUCHANAN ROAD EVANSVILLE, IN 47720	Documents Storage Agreement	3/20/2007	\$9,241.04
281	Columbia Properties Laughlin, LLC	KONAMI GAMING, INC 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	Gaming Equipment License Agreement	4/13/2007	\$3,000.83
282	Columbia Properties Laughlin, LLC	KONAMI GAMING, INC 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	Slot Contract - Jungle Fury	10/30/2006	\$3,000.83
283	Columbia Properties Laughlin, LLC	KONAMI GAMING, INC 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	Slot Contract - K2V	4/16/2007	\$3,000.83
994	Tropicana Express, Inc.	KONAMI GAMING, INC. 585 TRADE CENTER DRIVE LAS VEGAS, NV 89119	Slot Contract - Mystical Temple	3/26/2007	\$16,923.18
48	Aztar Indiana Gaming Company, LLC	LODGE NET ENTERTAINMENT CORP. 3900 W INNOVATION ST SIOUX FALLS, SD 57107	TV Services Agreement	9/21/2006	\$5,925.58
215	Centroplex Centre Convention Hotel, L.L.C.	LODGENET ENTERTAINMENT CORP. P.O. BOX 952141 ST LOUIS, MO 63195	Digital and TV Programming Agreement	6/26/2006	\$13,068.53
853	JMBS Casino LLC	LOOMIS FARGO & CO PO BOX 120001 DEPT 0715 DALLAS, TX 75312	Armored Trucks Service Agreement	1/18/2003	\$1,180.14
1676	Catfish Queen Partnership In Commendam	LOUISIANA DEPT OF REVENUE P.O. BOX 91205 BATON ROUGE, LA 70821	State Sales Tax Clearance Certificate	3/3/2008	\$0.00
27	Aztar Indiana Gaming Company, LLC	MARKHAM SECURITY SPECIALISTS INC. 915 MAIN STREET STE 202 EVANSVILLE, IN 47708	Security Specialist Agreement	1/17/1997	\$3,875.00

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
49 .	Aztar Indiana Gaming Company, LLC	MASQUE PUBLISHING, INC PO BOX 631520 HIGHLANDS RANCH, CO 80163-1520	Spanish 21 License Agreement	1/18/2006	\$145.00
112 .	Aztar Indiana Gaming Company, LLC	MAX & ERMA'S RESTAURANTS, INC. 4849 EVANSWOOD DR COLUMBUS, OH 43229	Restaurant Agreement	2/25/2002	\$13,853.19
329	Columbia Properties Laughlin, LLC	MICRO GAMING TECHNOLOGIES, INC 7432 W SAHARA AVENUE SUITE 101 LAS VEGAS, NV 89117	Kiosk Maintenance Agreement	11/28/2006	\$521.96
328	Columbia Properties Laughlin, LLC	MICRO GAMING TECHNOLOGIES, INC 7432 W SAHARA AVENUE SUITE 101 LAS VEGAS, NV 89117	Lease Assumption in River Palms Acquisition	8/25/2003	\$521.96
922	Tropicana Express, Inc.	MICRO GAMING TECHNOLOGIES, INC 7432 W SAHARA AVENUE SUITE 101 LAS VEGAS, NV 89117	License Agreement	11/8/2007	\$3,568.75
1045	Tropicana Express, Inc.	MICRO GAMING TECHNOLOGIES, INC 7432 W SAHARA AVENUE SUITE 101 LAS VEGAS, NV 89117	Maintenance Agreement	11/15/2007	\$3,568.75
1762	Aztar Indiana Gaming Company, LLC	Microcon, Inc 404 TREGARON PLACE SUITE 105 ST. LOUIS, MO 63131	Gift Card System Contract	5/23/2006	\$0.00
119 .	Aztar Indiana Gaming Company, LLC	MIDWEST GAME SUPPLY CO., INC. PO BOX 20 KEARNEY, MO 64060	Monthly Dice Delivery Agreement	11/21/2006	\$503.83
1029	Tropicana Express, Inc.	MISSION OF NEVADA Lenard E Schwartzer Esq Schwartzer & McPherson Law Firm 2850 South Jones Blvd Ste 1 Las Vegas, NV 89146-5308	Supply Agreement	8/17/2005	\$85,346.91
1718	Columbia Properties Tahoe, LLC	NEVADA COUNCIL ON PROBLEM 4340 S VALLEY VIEW BLVD #220 Las Vegas, NV 89103-4049	Training and License Agreement	11/20/2006	\$0.00

Contract I	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1646	Tahoe Horizon, LLC	NEVADA DEPARTMENT OF TAXATION PO BOX 52674 PHOENIX, AZ 85072-2674	Horizon Business License	4/9/1992	\$0.00
1702	Columbia Properties Tahoe, LLC	NO PEEK 21 PMB 500 1650 S. CASINO DR. LAUGHLIN, NV 89029	No Peek 21 License Agreement	6/1/2007	\$480.00
999	Tropicana Express, Inc.	NO PEEK 21, INC. 1650 S. CASINO DR. PMB 500 LAUGHLIN, NV 89029	No Peek 21 Contract	6/20/2001	\$358.06
285	Columbia Properties Laughlin, LLC	NO PEEK 21, INC. 1650 S. CASINO DR. PMB 500 LAUGHLIN, NV 89029	No Peek 21 Gaming License	6/25/2002	\$104.52
1499	Columbia Properties Tahoe, LLC	NRT TECHNOLOGY CORPORATION 10 COMPASS CRT TORONTO,ONTARIO, MIS 5R3	NRT QuickJack Master Agreement	10/5/2006	\$0.00
86	Aztar Indiana Gaming Company, LLC	OHIO VALLEY SPRINKLER INSPECTIONS PO BOX 5111 EVANSVILLE, IN 47716	Inspection Agreement	12/31/2007	\$340.00
21	Aztar Indiana Gaming Company, LLC	OSWALD COMMUNICATIONS 4101 NORTH ST JOSEPH AVE EVANSVILLE, IN 47720	Advertising Agreement	1/1/2008	\$40,111.51
20	Aztar Indiana Gaming Company, LLC	OSWALD COMMUNICATIONS 4101 NORTH ST JOSEPH AVE EVANSVILLE, IN 47720	Billboard Advertising Agreement	3/15/2008	\$40,111.51
1673	Catfish Queen Partnership In Commendam	PARISH OF EAST BATON ROUGE GREG PHARES SHERIFF & TAX COLLECTOR P.O. BOX 91285 BATON ROUGE, LA 70821	Alcoholic Beverage License	1/22/2008	\$0.00
180	Catfish Queen Partnership In Commendam	PELICAN SECURITY NETWORK PO BOX 80713 BATON ROUGE, LA 70898	Security System Agreement	4/24/2001	\$355.85
333	Columbia Properties Laughlin, LLC	PITNEY BOWES 2225 AMERICAN DRIVE NEENAH, WI 54956	Digital Mailing and Software Maintenance Agreement	5/19/2004	\$0.00

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
181	Catfish Queen Partnership In Commendam	PITNEY BOWES 2225 AMERICAN DRIVE NEENAH, WI 54956	Lease Agreement	3/11/2003	\$0.00
457	Columbia Properties Vicksburg, LLC	PITNEY BOWES CREDIT CORP PO BOX 856460 LOUISVILLE, KY 40285	Digital Mailing and Software Maintenance Agreement	1/21/2005	\$358.98
456	Columbia Properties Vicksburg, LLC	PITNEY BOWES CREDIT CORP PO BOX 856460 LOUISVILLE, KY 40285	Lease Assumption from Harrah's Vicksburg	1/2/2002	\$358.98
427	Columbia Properties Vicksburg, LLC	PRIME TABLE GAMES LLC 7251 W. LAKE MEAD BLVD STE 300 LAS VEGAS, NV 89128	21+3 Table Games Agreement	10/5/2005	\$1,702.13
51	Aztar Indiana Gaming Company, LLC	PRIME TABLE GAMES LLC 7251 W. LAKE MEAD BLVD STE 300 LAS VEGAS, NV 89128	21+3 Table Games Agreement	1/18/2006	\$420.00
1031	Tropicana Express, Inc.	Republic Services of Southern 770 East Sahara Ave PO Box 98505 Las Vegas, NV 89193	Compactor Service Agreement	10/21/2005	\$3,502.32
113	Aztar Indiana Gaming Company, LLC	RI-RA EVANSVILLE LLC 701-B NW RIVERSIDE DRIVE EVANSVILLE, IN 47708	Restaurant Agreement	1/1/2006	\$3,294.44
110	Aztar Indiana Gaming Company, LLC	ROBERTS STADIUM SUITE RENTAL 715 LOCUST STREET EVANSVILLE, IN 47708	Lease of Stadium Suite	11/1/2006	\$1,490.71
1767	Aztar Indiana Gaming Company, LLC	SAFLOK FILE # 54675 LOS ANGELES, CA 90074	Safeguard Extended Warranty Agreement	9/1/2004	\$0.00
54	Aztar Indiana Gaming Company, LLC	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	3 Card Bonus Table Game Agreement	2/16/2006	\$1,322.45
1075	Tropicana Express, Inc.	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	3 Card Poker Agreement	4/26/2007	\$1,322.45

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1763	Aztar Indiana Gaming Company, LLC	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	Batch Shufflers Renewal Agreement	3/4/2008	\$1,322.45
1001 7	Tropicana Express, Inc.	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	LIR Fee Agreement	1/17/2003	\$1,322.45
1708 (	Columbia Properties Tahoe, LLC	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	Service Contract	12/1/2006	\$1,322.45
1002 7	Tropicana Express, Inc.	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	Shuffler Lease	5/23/2007	\$1,322.45
1003 7	Tropicana Express, Inc.	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	Shuffler Maintenance Contract	8/27/2007	\$1,322.45
1004	Tropicana Express, Inc.	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	Table Master Lease	4/3/2008	\$1,322.45
1498 (	Columbia Properties Tahoe, LLC	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	Three Card Poker World Championship Qualifying Agreement	10/24/2007	\$1,322.45
1005 7	Tropicana Express, Inc.	SHUFFLE MASTER GAMING DEPT 6961 LOS ANGELES, CA 90084-6961	UTH Fee Agreement	7/12/2007	\$1,322.45
1006 7	Tropicana Express, Inc.	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	3-Card poker table game	4/26/2007	\$1,322.45
430 (	Columbia Properties Vicksburg, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease - Blackjack Shufflers	1/5/2005	\$1,322.45
335 (	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease Assumption in River Palms Acquisition	11/18/2002	\$1,322.45
288 (	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of 3 Card Bonus Tables	2/16/2006	\$1,322.45

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
289 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of 3 Card Poker Tables	10/21/2004	\$1,322.45
290 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of 3 Card Poker Tables	10/21/2004	\$1,322.45
428 C	Columbia Properties Vicksburg, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Automatic Shufflers	11/17/2005	\$1,322.45
293 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Let It Ride Tables	10/21/2004	\$1,322.45
298 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Shuffle Machines	1/16/2007	\$1,322.45
292 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Shuffle Machines	1/26/2008	\$1,322.45
300 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Shuffle Machines	10/19/2006	\$1,322.45
296 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Shuffle Machines	5/9/2006	\$1,322.45
291 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Shuffle Machines	6/8/2006	\$1,322.45
287 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Shuffle Machines	6/8/2006	\$1,322.45
297 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Shuffle Machines	1/16/2007	\$1,322.45
299 C	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Table Master Game Kits	2/27/2008	\$1,322.45

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
295	Columbia Properties Laughlin, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Lease of Table Master Game Kits	2/12/2008	\$1,322.45
159	Catfish Queen Partnership In Commendam	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	License and Lease Agreement	10/23/2007	\$1,322.45
160	Catfish Queen Partnership In Commendam	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	License and Lease Agreement	10/4/2006	\$1,322.45
158	Catfish Queen Partnership In Commendam	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	License and Lease Agreement	1/24/2008	\$1,322.45
429	Columbia Properties Vicksburg, LLC	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	License on Gaming Tables	1/25/2006	\$1,322.45
161	Catfish Queen Partnership In Commendam	SHUFFLE MASTER, INC. DEPT 6961 LOS ANGELES, CA 90084-6961	Spanish 21 with Match the Dealer License Agreement	4/3/2003	\$1,322.45
1413	Tropicana Express, Inc.	SIERRA SOUTHWEST COOPERATIVE SERVICES,INC. FILE 57172 LOS ANGELES, CA 90074-7172	Gas Utility Agreement	6/1/2007	\$38,599.90
127	Aztar Indiana Gaming Company, LLC	SIGECOM/WOW! PO BOX 630742 CINCINNATI, OH 45263-0742	Telecom Multi-Unit Agreement	8/28/2006	\$1,116.97
92	Aztar Indiana Gaming Company, LLC	SIMPLEXGRINNELL LP 1545 PAMA LANE LAS VEGAS, NV 89119	Monitoring Agreement	12/1/2007	\$10,299.14
1050	Tropicana Express, Inc.	SIMPLEXGRINNELL LP 1545 PAMA LANE LAS VEGAS, NV 89119	Service Agreement	12/1/2007	\$10,299.14
363	Columbia Properties Laughlin, LLC	Southern California Edison Company P.O. Box 800 Rosemead, CA 91770	Utility Agreement	4/22/2008	\$0.00

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
114 ,	Aztar Indiana Gaming Company, LLC	STARBUCKS COFFEE PO BOX 3624 SEATTLE, WA 98124	Amendment to Master Agreement	4/4/2006	\$17,992.32
379 (	Columbia Properties Tahoe, LLC	STARBUCKS COFFEE PO BOX 3624 SEATTLE, WA 98124	Master Licensing Agreement	2/4/2003	\$19,249.53
217 0	Centroplex Centre Convention Hotel, L.L.C.	STARWOOD HOTELS & RESORTS WORLDWIDE, INC. PO BOX 198872 ATLANTA, GA 30384-8872	Starwood Technology and Reservation Service Agreement	12/20/2005	\$46,945.30
1668 0	Centroplex Centre Convention Hotel, L.L.C.	STATE OF LOUISIANA PO BOX 60081 NEW ORLEANS, LA 70160	2007 State Tax License	2/1/2007	\$40.00
1670 0	Catfish Queen Partnership In Commendam	STATE OF LOUISIANA PO BOX 60081 NEW ORLEANS, LA 70160	2008 Alcohol License	2/1/2008	\$995.00
1051	Tropicana Express, Inc.	STATEWIDE FIRE PROTECTION 3130 WESTWOOD DR LAS VEGAS, NV 89109	Agreement	7/6/2007	\$4,812.52
351 (	Columbia Properties Laughlin, LLC	Subway Real Estate Corporation 7601 Lewinsville Road McLean, VA 22102	Lease Assumption in River Palms Acquisition	11/20/2003	\$0.00
352 0	Columbia Properties Laughlin, LLC	SUSAN PEREA 4180 SUNDOWN DRIVE GOLDEN VALLEY, AZ 86413	Lease Assumption in River Palms Acquisition	7/16/2003	\$0.00
58 /	Aztar Indiana Gaming Company, LLC	SYGMA 6275 FRANTZ ROAD DUBLIN, OH 43017	Guaranty Max & Ermas SYGMA	5/30/2002	\$0.00
1033 -	Tropicana Express, Inc.	SYNXIS CORPORATION 7285 COLLECTION CTR DRIVE CHICAGO, IL 60693	Reservation Management Service Agreement	5/20/2007	\$0.00
94 ,	Aztar Indiana Gaming Company, LLC	SYNXIS CORPORATION 7285 COLLECTION CTR DRIVE CHICAGO, IL 60693	Reservation Management System Agreement	4/30/2007	\$8,469.23

Contract ID	Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1836 (	Columbia Properties Tahoe, LLC	Tahoe Regional Planning Agency 128 MARKET ST STATELINE, NV 89449	Participation Agreement to Implement a Coordinated Transit System at South Lake Tahoe	5/1/1998	\$0.00
1837 -	Tahoe Horizon, LLC	Tahoe Regional Planning Agency 128 MARKET ST STATELINE, NV 89449	Participation Agreement to Implement a Coordinated Transit System at South Lake Tahoe	5/1/1998	\$0.00
218	Centroplex Centre Convention Hotel, L.L.C.	The Sheraton Corporation 1111 Westchester Ave White Plains, NY 10604	Hotel License Agreement	12/22/2005	\$46,945.30
460 0	Columbia Properties Vicksburg, LLC	THYSSENKRUPP ELEVATOR CORP PO BOX 933004 ATLANTA, GA 31193	Elevator/Escalator Maintenance Agreement	8/10/1994	\$3,669.97
1052	Tropicana Express, Inc.	THYSSENKRUPP ELEVATOR CORP PO BOX 933004 ATLANTA, GA 31193	Master Maintenance Agreement	11/1/1999	\$3,669.97
1010	Tropicana Express, Inc.	UNITED STATES PLAYING CARD CO. 2510 RELIABLE PARKWAY CHICAGO, IL 60686-0025	Order Contract	1/8/2007	\$328.64
1592	Tahoe Horizon, LLC	US PLAYING CARD COMPANY 4590 BEECH STREET CINCINNATI, OH 45212	Purchase Agreement - Playing Cards	3/2/2005	\$9,259.08
1831 (	Columbia Properties Tahoe, LLC	US PLAYING CARD COMPANY 4590 BEECH STREET CINCINNATI, OH 45212	Purchase Agreement - Playing Cards	1/8/2007	\$4,095.08
356 (	Columbia Properties Laughlin, LLC	US PLAYING CARD COMPANY 4590 BEECH STREET CINCINNATI, OH 45212	Supplier of Marked Cards Agreement	1/8/2007	\$2,296.38
1769	Aztar Indiana Gaming Company, LLC	VANGUARD SALES OF EVANSVILLE 816 MAXWELL AVENUE EVANSVILLE, IN 47711	Electronic Protection Services	9/1/2006	\$20.16
336 0	Columbia Properties Laughlin, LLC	WMS GAMING PO BOX 24023 DEPT. 03-022 JACKSON, MS 39255	Lease Assumption in River Palms Acquisition	1/24/2002	\$8,576.49

Contract ID	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
57	Aztar Indiana Gaming Company, LLC	WMS GAMING PO BOX 24023 DEPT. 03-022 JACKSON, MS 39255	Monopoly Gaming Agreement	10/5/2001	\$8,576.49
1566	Tahoe Horizon, LLC	WMS GAMING PO BOX 24023 DEPT. 03-022 JACKSON, MS 39255	Slot Contract - Monopoly	9/29/2004	\$8,576.49
1565	Tahoe Horizon, LLC	WMS GAMING PO BOX 24023 DEPT. 03-022 JACKSON, MS 39255	Slot Contract - Millionaire Powerball	3/11/2006	\$8,576.49
1011	Tropicana Express, Inc.	WMS GAMING INC DEPT 03-035 PO BOX 24023 JACKSON, MS 39255	Slot Contract - Big Event	1/17/2007	\$8,576.49
1012	Tropicana Express, Inc.	WMS GAMING INC DEPT 03-035 PO BOX 24023 JACKSON, MS 39255	Slot Contract - Life of Luxury	2/1/2007	\$8,576.49
1013	Tropicana Express, Inc.	WMS GAMING INC DEPT 03-035 PO BOX 24023 JACKSON, MS 39255	Slot Contract - Piggy Bankin	2/22/2008	\$8,576.49
1014	Tropicana Express, Inc.	WMS GAMING INC DEPT 03-035 PO BOX 24023 JACKSON, MS 39255	Slot Contract - Super Grand Hotel	1/25/2008	\$8,576.49
1015	Tropicana Express, Inc.	WMS GAMING INC DEPT 03-035 PO BOX 24023 JACKSON, MS 39255	Slot Contract - Top Box	10/16/2007	\$8,576.49
1016	Tropicana Express, Inc.	WMS GAMING INC DEPT 03-035 PO BOX 24023 JACKSON, MS 39255	Slot Contract - Wizard of OZ	12/17/2007	\$8,576.49

Contract II	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
1407	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Gaming Agreement	4/22/2008	\$8,576.49
1408	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Gaming Agreement	5/20/2004	\$8,576.49
358	Columbia Properties Laughlin, LLC	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Gaming Agreement	5/24/2004	\$8,576.49
357	Columbia Properties Laughlin, LLC	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Gaming Agreement	12/13/2007	\$8,576.49
165	Catfish Queen Partnership In Commendam	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Gaming Device Agreement	11/2/2004	\$8,576.49
361	Columbia Properties Laughlin, LLC	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	IT Agreement for Monitoring of Jackpot Prizes	6/7/2004	\$8,576.49
304	Columbia Properties Laughlin, LLC	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Master Lease Agreement	11/14/2003	\$8,576.49
1412	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Nevada Progressive Agreement	5/20/2004	\$8,576.49
1822	Columbia Properties Tahoe, LLC	WMS GAMING INC. 800 S. Northpoint Boulivard Waukegan, IL 60085	Participation/Lease Order - BBS Big Event	10/20/2006	\$8,576.49
1017	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - Big Event	11/15/2006	\$8,576.49
1021	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - Bluebird	3/21/2007	\$8,576.49
1018	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - Bluebird Upright	2/15/2008	\$8,576.49

	D Assuming Debtor Entity	Counterparty Name and Address	Agreement Description	Dated	Cure Amount
302	Columbia Properties Laughlin, LLC	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - Green Acres	6/30/2006	\$8,576.49
1022	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - Monopoly	11/14/2003	\$8,576.49
305	Columbia Properties Laughlin, LLC	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - Super Money Grab	9/26/2007	\$8,576.49
1019	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - Top Box	4/21/2008	\$8,576.49
306	Columbia Properties Laughlin, LLC	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - Top Gun	3/24/2007	\$8,576.49
1020	Tropicana Express, Inc.	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Contract - UR Reel	2/15/2008	\$8,576.49
839	JMBS Casino LLC	WMS GAMING INC. FILE 50891 LOS ANGELES, CA 90074-0891	Slot Leases	7/13/2007	\$8,576.49
1714	Columbia Properties Tahoe, LLC	YOUNG ELECTRIC SIGN COMPANY P.O. BOX 11676 TACOMA, WA 98411	Electrical Sign Maintenance Agreement	8/1/2007	\$200.65
337	Columbia Properties Laughlin, LLC	YOUNG ELECTRIC SIGN COMPANY 1140 INTERSTATE PLACE BULLHEAD CITY, AZ 86442-7779	Maintenance Agreement	10/1/2004	\$1,050.31

#### Exhibit 7

#### List of Rejected Executory Contracts and Unexpired Leases

THE OPCO DEBTORS AND THE REORGANIZED OPCO DEBTORS, AS APPLICABLE, RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, OR SUPPLEMENT THE SCHEDULES OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES IDENTIFIED AT ANY TIME THROUGH AND INCLUDING THE LATER OF THIRTY DAYS AFTER THE EFFECTIVE DATE.

CERTAIN DOCUMENTS ARE LISTED OUT OF AN ABUNDANCE OF CAUTION. INCLUSION IN THE FOLLOWING LIST SHALL NOT CONSTITUTE AN ADMISSION BY THE OPCO DEBTORS OR THE REORGANIZED OPCO DEBTORS THAT LISTED DOCUMENTS ARE EXECUTORY CONTRACTS OR UNEXPIRED LEASES, OR WITH REGARD TO THE NATURE OR VALIDITY OF SUCH DOCUMENTS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXECUTORY CONTRACTS AND UNEXPIRED LEASES SHALL BE TREATED IN THE MANNER SET FORTH IN ARTICLE V OF THE PLAN AND THE CONFIRMATION ORDER.

UNLESS OTHERWISE ORDERED BY THE BANKRUPTCY COURT, ALL PROOFS OF CLAIM ASSERTING CLAIMS ARISING FROM THE REJECTION OF THE OPCO DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO THE PLAN OR OTHERWISE MUST BE FILED WITH THE CLAIMS AND SOLICITATION AGENT NO LATER THAN THIRTY DAYS AFTER THE LATER OF (A) THE EFFECTIVE DATE AND (B) THE EFFECTIVE DATE OF REJECTION. ANY PROOFS OF CLAIM ARISING FROM THE REJECTION OF THE OPCO DEBTORS' EXECUTORY CONTRACTS OR UNEXPIRED LEASES THAT ARE NOT TIMELY FILED SHALL BE DISALLOWED AUTOMATICALLY, FOREVER BARRED FROM ASSERTION, AND SHALL NOT BE ENFORCEABLE AGAINST ANY OPCO DEBTOR OR REORGANIZED OPCO DEBTOR.

Contract I	D Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
137	Catfish Queen Partnership In Commendam	ADVANCED OFFICE SYSTEMS, INC P.O. BOX 83457 BATON ROUGE, LA 70884	Printer Service Agreement	5/17/2004
138	Catfish Queen Partnership In Commendam	ADVANCED OFFICE SYSTEMS, INC P.O. BOX 83457 BATON ROUGE, LA 70884	Printer Service Agreement	5/30/2007
136	Catfish Queen Partnership In Commendam	ADVANCED OFFICE SYSTEMS, INC P.O. BOX 83457 BATON ROUGE, LA 70884	Printer Service Agreement	5/15/2004
135	Catfish Queen Partnership In Commendam	ADVANCED OFFICE SYSTEMS, INC P.O. BOX 83457 BATON ROUGE, LA 70884	Service and Supply Agreement	3/20/2008
139	Catfish Queen Partnership In Commendam	ALLTEL COMMUNICATIONS LLC P.O. BOX 530533 ATLANTA, GA 30353	Equipment Upgrade Contract	2/19/2007
1838	Catfish Queen Partnership In Commendam	AquaPure of Louisiana 5701 Crawford St. Ste A Harahan, LA 70123	Rental Agreement	3/3/2006
435	Columbia Properties Vicksburg, LLC	AVAYA INC PO BOX 5332 NEW YORK, NY 10087-5332	Telephone System Maintenance Agreement	1/16/2001
1056	Tropicana Express, Inc.	AVIS RENT A CAR SYSTEM INC. 6 Sylvan Way Parsippany, NJ 07054	Vehicle Use Agreement	1/1/2008
201	Catfish Queen Partnership In Commendam	BELLSOUTH Attn: Richard Vitali 219 Piasa Street Alton, IL 62002-6232	Contract Service Agreement	9/29/2000
203	Catfish Queen Partnership In Commendam	BELLSOUTH Attn: Richard Vitali 219 Piasa Street Alton, IL 62002-6232	Letter of Election	9/22/2003
202	Catfish Queen Partnership In Commendam	BELLSOUTH Attn: Richard Vitali 219 Piasa Street Alton, IL 62002-6232	Winning Rewards Promotion Term Agreement	12/13/2004

Contract I	D Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
168	Catfish Queen Partnership In Commendam	BIOMETRICA SYSTEMS PO BOX 5189 BILLERICA, MA 01822	License Agreement	
146	Catfish Queen Partnership In Commendam	CANON FINANCIAL SERVICES, INC. PO BOX 4004 CAROL STREAM, IL 60197	Lease - Photocopier	6/4/2006
144	Catfish Queen Partnership In Commendam	CANON FINANCIAL SERVICES, INC. PO BOX 4004 CAROL STREAM, IL 60197	Lease - Photocopier	10/18/2004
145	Catfish Queen Partnership In Commendam	CANON FINANCIAL SERVICES, INC. PO BOX 4004 CAROL STREAM, IL 60197	Lease - Photocopier	4/29/2004
1610	Tahoe Horizon, LLC	CARRIER CORPORATION PO BOX 905533 CHARLOTTE, NC 28290	Rooftop Air Conditioner Maintenance Agreement	9/1/2007
1751	Columbia Properties Tahoe, LLC	CERTIFIED FOLDER DISPLAY 1120 JOSHUA WAY VISTA, CA 92081	Brochure Distribution Service Agreement	4/21/2008
197	Catfish Queen Partnership In Commendam	CINTAS CORPORATION 97627 EAGLE WAY CHICAGO, IL 60678-9760	Service Agreement	1/1/2008
253	Columbia Properties Laughlin, LLC	CIT/DDI LEASING 21146 NETWORK PLACE CHICAGO, IL 60673	Photo Copier Lease	1/18/2008
223	Columbia Properties Laughlin, LLC	CLEAR CHANNEL OUTDOOR FILE#3005 P.O. BOX 60000 SAN FRANCISCO, CA 94160	Bulletin Board Advertising	12/3/2007
827	JMBS Casino LLC	CONNECTED OFFICE PRODUCTS INC. P.O. BOX 740423 ATLANTA, GA 30374	E350 Cage Digital Copier Lease	3/31/2004
828	JMBS Casino LLC	CONNECTED OFFICE PRODUCTS INC. P.O. BOX 740423 ATLANTA, GA 30374	E350 Digital Copier Lease	3/31/2004

Contrac	t ID	Debtor Entity Counterparty Name and Address	Counterparty Name and Address	Agreement Description	Dated
829	JMBS Ca	asino LLC	CONNECTED OFFICE PRODUCTS INC. P.O. BOX 740423 ATLANTA, GA 30374	E350 Pit Digital Copier Lease	3/31/2004
830	JMBS Ca	asino LLC	CONNECTED OFFICE PRODUCTS INC. P.O. BOX 740423 ATLANTA, GA 30374	Toshiba Digital Copier Lease	3/31/2004
1038	Tropican	a Express, Inc.	CONNECTING POINT TECHNOLOGY CE PO BOX 96025 LAS VEGAS, NV 89193	Maintenance Agreement	5/1/2007
1833	Aztar Ind	liana Gaming Company, LLC	Credit Suisse Securities USA LLC 2121 Avenue of the Stars 32nd Floor Los Angeles, CA 90067	Engagement Letter	1/4/2008
106	Aztar Ind	liana Gaming Company, LLC	CURTIS INVESTMENTS 8816 MANCHESTER RD #299 ST LOUIS, MO 63144	Lease of Suite 200	7/1/2006
1580	Tahoe H	orizon, LLC	CUSTOMIZED CASINO GAMES LTD 323 HASLUCKS GREEN RD SHIRLEY SOLIHULL WEST MIDLANDS B90 2NF ENGLAND,	Blackjack Switch License	6/29/2007
1705	Columbia	a Properties Tahoe, LLC	CUSTOMIZED CASINO GAMES LTD 323 HASLUCKS GREEN RD SHIRLEY SOLIHULL WEST MIDLANDS B90 2NF ENGLAND,	Customized Casino Game License	6/14/2007
68	Aztar Ind	liana Gaming Company, LLC	DATATREND TECHNOLOGIES PO BOX 1575 MINNEAPOLIS, MN 55480	Maintenance Agreement	4/5/2006
323	Columbia	a Properties Laughlin, LLC	DDI Leasing, Inc. 21146 NETWORK PLACE CHICAGO, IL 60673	Software/Equipment Maintenance Agreement	4/19/2006
1059	Tropican	a Express, Inc.	DMX MUSIC PO BOX 660557 DALLAS, TX 75266	Music Service Agreement	11/15/2001

Contract	t ID Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
1839	Aztar Corporation	Docusafe of Phoenix Inc Franklin D Dodge Esq Ryan Rapp and Underwood PLC 3101 N Central Ave Ste 1500 Phoenix, AZ 85012	Proposal and Service Agreement	2/20/2003
134	Catfish Queen Partnership In Commen	dam EAP CONSULTANTS INC 3901 ROSWELL ROAD, STE 340 MARIETTA, GA 30062	Agreement for the Rendering of an Employee Assistance Program	11/1/2006
1040	Tropicana Express, Inc.	ECR SALES & SERVICE 1515 WESTERN AVE LAS VEGAS, NV 89102	Service Agreement	2/3/2007
324	Columbia Properties Laughlin, LLC	ECR SALES & SERVICE INC. 1515 WESTERN AVENUE LAS VEGAS, NV 89102	Lease Assumption in River Palms Acquisition	7/16/2003
1711	Columbia Properties Tahoe, LLC	ENCOMPASS 9935 HORN ROAD, SUITE A SACRAMENTO, CA 95827	True Usage Service Management Agreement	5/10/2006
887	Tahoe Horizon, LLC	ENTERPRISE LEASING CO - WEST 2001 E PLUMB LN C/O RENO RENO, NV 89502	Car Rental Agreement	4/1/2006
1488	Columbia Properties Tahoe, LLC	ENTERPRISE LEASING CO - WEST 2001 E PLUMB LN C/O RENO RENO, NV 89502	Trade Partners Rental Car Agreement	2/1/2008
1041	Tropicana Express, Inc.	FEDERAL HEATH SIGN COMP.LLC PO BOX 678203 DALLAS, TX 75267-8203	Service Agreement	11/5/2005
1582	Tahoe Horizon, LLC	FRONTIER TOURS 1923 N CARSON ST STE 105 CARSON CITY, NV 89701	Bus Service Agreement	1/22/2008
431	Columbia Properties Vicksburg, LLC	G&K SERVICES PO BOX 4856 JACKSON, MS 39296	Service Agreement	11/29/2006
33	Aztar Indiana Gaming Company, LLC	GE BETZ INC 7796 COLLECTION CENTER DRIVE CHICAGO, IL 60693-0077	Water Treatment Agreement	5/15/2007

Contract	ID Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
259	Columbia Properties Laughlin, LLC	GE CAPITAL PO BOX 31001-0274 PASADENA, CA 91110-0274	Photo Copier Lease	4/21/2003
1820	Aztar Indiana Gaming Company, LLC	GE Water 4636 Samerton Rd. Trevose, PA 19053	Water & Process Technologies Agreement	5/1/2008
72	Aztar Indiana Gaming Company, LLC	GEMINI TELEMANAGEMENT SYSTEMS 1733 WOODSIDE RD., SUITE 300 REDWOOD CITY, CA 94061	High Speed Internet Agreement	6/21/2007
1841	Tropicana Express, Inc.	General Electric Capital Corp 1010 Thomas Edison Blvd SW Cedar Rapids, IA 52404	Equipment Lease Agreement (7168601-008)	5/6/2006
1840	Tropicana Express, Inc.	General Electric Capital Corp 1010 Thomas Edison Blvd SW Cedar Rapids, IA 52404	Equipment Lease Agreement (7168601-009)	7/10/2006
880	Tahoe Horizon, LLC	GILCHRIST & SOAMES PO BOX 660075 INDIANAPOLIS, IN 46266	Supply Contract and Pricing Agreement	7/1/2002
1750	Columbia Properties Tahoe, LLC	GLOBAL CONNECT 5218 ATLANTIC AVENUE STE#202 MAYS LANDING, NJ 08330-2003	Voice Messaging Systems - User Agreement	8/14/2007
74	Aztar Indiana Gaming Company, LLC	GLORY USA INC 2057 E. MAULA AVENUE LAS VEGAS, NV 89119	Maintenance Agreement	5/1/2007
444	Columbia Properties Vicksburg, LLC	HERMETIC RUSH SERVICES, INC. P.O. BOX 5565 JACKSON, MS 39288	SMART Service Agreement	1/28/2004
39	Aztar Indiana Gaming Company, LLC	HOSPITALITY NETWORK INC PO BOX 43628 LAS VEGAS, NV 89116	Hospitality Network Agreement	12/8/2003
1700	Columbia Properties Tahoe, LLC	IKON FINANCIAL SERVICES PO BOX 650073 DALLAS, TX 75265	Ikon Services Management Plus Agreement	2/12/2007

Contrac	Contract ID Debtor En		Counterparty Name and Address	Agreement Description	Dated
1587	Tahoe Horizon,	LLC	IKON FINANCIAL SERVICES P.O. BOX 7420 PASADENA, CA 91109-7420	Image Management Plus Agreement	2/21/2006
1602	Tahoe Horizon,	LLC	IKON FINANCIAL SERVICES P.O. BOX 7420 PASADENA, CA 91109-7420	Image Management Plus Agreement	9/14/2006
1698	JMBS Casino L	LC	INTERFACE SECURITY SYSTEMS 8124 INNOVATION WAY CHICAGO, IL 60682-0081	Interface Master Service Agreement	2/17/2008
382	Columbia Prope	erties Vicksburg, LLC	INTERSPACE AIRPORT ADVERTISING PO BOX 847247 DALLAS, TX 75284-7247	Airport Advertising Agreement	7/1/2000
25	Aztar Indiana G	aming Company, LLC	JBC Entertainment Management Company, Inc. 701 RIVERSIDE DRIVE EVANSVILLE, IN 47708	Management Agreement	2/9/2005
1834	Tropicana Ente	rtainment, LLC	Jefferies & Company, Inc. 520 Madison Avenue, 10th Floor New York, NY 10022	Advisory Services Engagement Letter	3/28/2008
1704	Columbia Prope	erties Tahoe, LLC	JERRY AND JEAN MAGILL 3638 CINDY'S TRAIL CARSON CITY, NV 89705	Moundhouse Tenant Lease	1/7/2005
26	Aztar Indiana G	aming Company, LLC	KINDER MOVING & STORAGE 1533 BUCHANAN ROAD EVANSVILLE, IN 47720	Record Management and Storage Agreement	2/24/2005
176	Catfish Queen I	Partnership In Commendam	KONE INC. PO BOX 429 MOLINE, IL 61266-0429	Maintenance Agreement	1/15/2002
81	Aztar Indiana G	aming Company, LLC	KONE INC. PO BOX 429 MOLINE, IL 61266-0429	Maintenance and Repair Agreement	2/28/2008
386	Columbia Prope	erties Vicksburg, LLC	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Billboard Advertising - Renewal 1001 Panel	3/25/2008

Contract I	D Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
383	Columbia Properties Vicksburg, LLC	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Billboard Advertising - Renewal 1229 Panel	3/25/2008
388	Columbia Properties Vicksburg, LLC	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Billboard Advertising - Renewal 1257 & 1258 Panel	4/5/2008
385	Columbia Properties Vicksburg, LLC	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Billboard Advertising - Renewal 50068 Panel	3/25/2008
387	Columbia Properties Vicksburg, LLC	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Billboard Advertising - Renewal 8819 & 8820 Panel	3/1/2008
921	Tropicana Express, Inc.	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Contract - Lamar ID 255	2/25/2008
912	Tropicana Express, Inc.	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Contract for Dusk to Dawn Illumination	2/12/2008
914	Tropicana Express, Inc.	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Contract for Panel 30125	2/25/2008
916	Tropicana Express, Inc.	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Contract for Panel 30207	3/25/2008
917	Tropicana Express, Inc.	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Contract for Panel 50030	3/25/2008
919	Tropicana Express, Inc.	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	Contract for Panel 50102 and Panel 6001	2/25/2008
913	Tropicana Express, Inc.	LAMAR COMPANIES PO BOX 96030 BATON ROUGE, LA 70896	D2 Contract for Panel 30070	2/12/2008

Contract	ID Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
1028	Tropicana Express, Inc.	LAS VEGAS CONVENTION/VISITORS 3150 PARADISE RD LAS VEGAS, NV 89109	Agreement	12/5/2003
1581	Tahoe Horizon, LLC	Laser Recharge 9935 Horn Rd No A Sacramento, CA 95827	Printer Service Management Agreement	10/22/2007
348	Columbia Properties Laughlin, LLC	Leroys Horse and Sports Place 675 Grier Dr. Las Vegas, NV 89119	Lease Assumption in River Palms Acquisition	7/16/2003
996	Tropicana Express, Inc.	Leroys Horse and Sports Place 675 Grier Dr. Las Vegas, NV 89119	Race Book and Sports Pool Agreement	9/5/2003
1065	Tropicana Express, Inc.	LOOMIS FARGO & CO PO BOX 120001 DEPT 0715 DALLAS, TX 75312	Armored Service Agreement	8/1/2005
349	Columbia Properties Laughlin, LLC	LOOMIS FARGO & CO, DEPT LA 21819 PASADENA, CA 91185-1819	Armored Trucks Service Agreement	3/11/2003
432	Columbia Properties Vicksburg, LLC	LOOP LINEN & UNIFORM 463 AVENUE A WESTWEGO, LA 70094	Linen & Uniform Agreement	8/30/2006
1588	Tahoe Horizon, LLC	MASQUE PUBLISHING, INC PO BOX 631520 HIGHLANDS RANCH, CO 80163-1520	Spanish 21 License Game Agreement	6/12/2007
1607	Tahoe Horizon, LLC	MASQUE PUBLISHING, INC PO BOX 631520 HIGHLANDS RANCH, CO 80163-1520	Spanish 21 License Game Agreement	6/21/2007
997	Tropicana Express, Inc.	MASSAGE MANUF. DIRECT INC 1032 LANCER DRIVE SAN JOSE, CA 95129	D1 Rental Massage Manufactures Direct	11/1/2006
450	Columbia Properties Vicksburg, LLC	METRO COMMUNICATIONS, INC. PO BOX 13668 JACKSON, MS 39236	Music Sound System Agreement	4/23/1997

Contract	ID Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
874	JMBS Casino LLC	MIAMI BEACH AWNING COMPANY 3905 NW 31 AVE MIAMI, FL 33142	Awning Agreement	10/18/2007
332	Columbia Properties Laughlin, LLC	NEC UNIFIED SOLUTIONS, INC. LOCKBOX - WEST DEPT 100150 PASADENA, CA 91189	Lease Assumption in River Palms Acquisition	7/16/2003
1066	Tropicana Express, Inc.	OFFICEMAX CONTRACT, INC FILE 42256 LOS ANGELES, CA 90074	Sales Agreement	7/1/2006
102	Aztar Indiana Gaming Company, LLC	ORKIN PEST CONTROL 1320 N ROYAL AVE EVANSVILLE, IN 47715-7808	Pest Control Agreement	2/1/2007
89	Aztar Indiana Gaming Company, LLC	Pro-Bel Enterprises Ltp 765 WESTNEY RD SOUTH AJAX, ON L1S 6W1	Annual Inspection Agreement	3/23/2007
52	Aztar Indiana Gaming Company, LLC	PROGRESSIVE GAMING INT'L CORP. P.O. BOX 98681 LAS VEGAS, NV 89193	Table Games License	8/22/2007
855	JMBS Casino LLC	REED EXTERMINATING CO, INC PO BOX 5734 GREENVILLE, MS 38701	Greenville Inn Service Agreement	1/5/2008
856	JMBS Casino LLC	REED EXTERMINATING CO, INC PO BOX 5734 GREENVILLE, MS 38701	Main Office Service Agreement	1/5/2008
857	JMBS Casino LLC	REED EXTERMINATING CO, INC PO BOX 5734 GREENVILLE, MS 38701	Retreatment Agreement	12/17/2007
858	JMBS Casino LLC	REED EXTERMINATING CO, INC PO BOX 5734 GREENVILLE, MS 38701	Service Agreement	1/5/2008
91	Aztar Indiana Gaming Company, LLC	SCHINDLER ELEVATOR CORPORATION PO BOX 93050 CHICAGO, IL 60673	Elevator Maintenance Agreement	10/1/2007

Contract	ID Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
458	Columbia Properties Vicksburg, LLC	SCHINDLER ELEVATOR CORPORATION PO BOX 93050 CHICAGO, IL 60673	Maintenance Agreement	9/1/2005
1049	Tropicana Express, Inc.	SHARED TECHNOLOGIES INC DEPT #145 - PO BOX 4869 HOUSTON, TX 77210-4869	Master Purchase and Maintenance Agreement	5/1/2007
93	Aztar Indiana Gaming Company, LLC	SOUTHERN BUSINESS MACHINES INC 2040 DIVISION STREET EVANSVILLE, IN 47711	Equipment Service Agreement	6/1/2007
924	Tropicana Express, Inc.	SPRINT P.O. BOX 79133 PHOENIX, AZ 85062-9133	Advertising Program Agreement	9/30/2006
204	Catfish Queen Partnership In Commendam	SPRINT P.O. BOX 79133 PHOENIX, AZ 85062-9133	Exclusive Pay Telephone Service Agreement	11/20/2003
1596	Tahoe Horizon, LLC	STARBUCKS COFFEE PO BOX 3624 SEATTLE, WA 98124	Starbucks Master License Agreement	4/26/2001
1768	Aztar Indiana Gaming Company, LLC	STERICYCLE INC PO BOX 9001589 LOUISVILLE, KY 40290	Medical Waste Disposal Agreement	1/9/2006
211	Centroplex Centre Convention Hotel, L.L.C.	STERITECH GROUP, INC. PO BOX 472127 CHARLOTTE, NC 28247-2127	Pest Prevention Agreement	12/1/2006
463	Columbia Properties Vicksburg, LLC	STERITECH GROUP, INC. PO BOX 472127 CHARLOTTE, NC 28247-2127	Pest Prevention Service Agreement	12/5/2003
1847	Columbia Properties Laughlin, LLC	Storage on Wheels, Inc. 5085 Cecile Ave. Las Vegas, NV 89115	Rental Agreement	7/27/2006
1747	Columbia Properties Tahoe, LLC	TAHOE DAILY TRIBUNE 3079 Harrison SOUTH LAKE TAHOE, CA 96150	Advertising Agreement	4/1/2008

Contract	ID Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
95	Aztar Indiana Gaming Company, LLC	TCS AMERICA, INC. 6171 MCLEOD DRIVE SUITE H-M LAS VAGAS, NV 89120	Technical Maintenance Service Agreement	5/1/2007
55	Aztar Indiana Gaming Company, LLC	TECH ART, INC. 4185 WEST TECO AVENUE LAS VEGAS, NV 89118	License/Maintenance Agreement	10/26/2005
1605	Tahoe Horizon, LLC	TECH ART, INC. 4185 WEST TECO AVENUE LAS VEGAS, NV 89118	MaxTime 21 Software License	4/1/2001
163	Catfish Queen Partnership In Commendam	TENNANT COMPANY P.O. BOX 71414 CHICAGO, IL 60694	Tenant Planned Maintenance - cleaning machines	6/18/2004
926	Tropicana Express, Inc.	The Berry Company 116 S. Lake Havasu Ave. Suite 103 Lake Havasu City, AZ 86403	Advertising Agreement	1/25/2006
1737	Columbia Properties Tahoe, LLC	THE HYLAND GROUP 1911 NORTH FORT MYER DRIVE SUITE 505 ARLINGTON, VA 22209	Sales Representative Agreement	1/3/2007
354	Columbia Properties Laughlin, LLC	THE WAVE CARWASH 2560 LONGLEY LN RENO, NV 89502	Lease Assumption in River Palms Acquisition	7/16/2003
1720	Columbia Properties Tahoe, LLC	TICKETMASTER 14643 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Ticket Master Licensed User Agreement	11/1/2005
230	Columbia Properties Laughlin, LLC	TICKETMASTER 14643 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Ticket Sales Agreement	10/25/2006
838	JMBS Casino LLC	TOSHIBA BUSINESS SOLUTIONS PO BOX 1217 COLUMBUS, MS 39703-1217	Toshiba Photocopier Lease Agreement	11/5/2007
1009	Tropicana Express, Inc.	T-P Gaming Inc 2542 Cortina Ave Henderson, NV 89014	Lease and License Agreement	11/1/2000

Contract I	D Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
205	Catfish Queen Partnership In Commendam	UCI COMMUNICATIONS PO BOX 933386 ATLANTA, GA 31193	Standard Maintenance Agreement	2/1/2004
207	Catfish Queen Partnership In Commendam	UCI COMMUNICATIONS PO BOX 933386 ATLANTA, GA 31193	Standard Maintenance Agreement	3/24/2003
476	CP Baton Rouge Casino, L.L.C.	VESSEL OPERATION & SERVICE MANAGEMENT LLC PO BOX 1581 MORGAN CITY, LA 70381	Consultant Agreement	
403	Columbia Properties Vicksburg, LLC	VISION OUTDOOR, LLC P.O. BOX 111 EASTABUCHIE, MS 39436	Billboard Advertising Agreement	3/4/2008
1594	Tahoe Horizon, LLC	WALLACE THEATER CORP II 919 SW TAYLOR, SUITE 800 PORTLAND, OR 97205	Lease Agreement	10/8/1998
1055	Tropicana Express, Inc.	WON DOOR CORPORATION PO BOX 27484 SALT LAKE CITY, UT 84127	Service Agreement	5/5/2003
408	Columbia Properties Vicksburg, LLC	YELLOWPAGES.COM P.O. BOX 650098 DALLAS, TX 75265	Advertising Agreement	7/31/2007

### Exhibit 8

#### Form of Reorganized OpCo Corporation Bylaws

THE ATTACHED DOCUMENT REPRESENTS THE MOST CURRENT DRAFT OF THE REORGANIZED OPCO CORPORATION BYLAWS AS OF THE DATE HEREOF AND REMAINS SUBJECT TO FURTHER NEGOTIATION AND REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING DOCUMENT AT ANY TIME IN ACCORDANCE WITH THE PLAN.

#### **BY-LAWS**

#### OF

#### **REORGANIZED OPCO CORPORATION**

A Delaware corporation (*Adopted as of* \_\_\_\_\_)

#### ARTICLE I <u>OFFICES</u>

<u>Section 1</u> <u>Registered Office</u>. The registered office of the corporation in the State of Delaware shall be located at \_\_\_\_\_\_\_, Delaware, County of \_\_\_\_\_\_\_. The name of the corporation's registered agent at such address shall be \_\_\_\_\_\_\_. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

<u>Section 2</u> <u>Other Offices</u>. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

#### ARTICLE II

#### MEETINGS OF STOCKHOLDERS

<u>Section 1</u> <u>Annual Meetings</u>. An annual meeting of the stockholders shall be held each year within one hundred twenty (120) days after the close of the immediately preceding fiscal year of the corporation for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place, if any, and/or the means of remote communication, of the annual meeting shall be determined by the board of directors of the corporation. No annual meeting of stockholders need be held if not required by the corporation's certificate of incorporation or by the General Corporation Law of the State of Delaware.

<u>Section 2</u> <u>Special Meetings</u>. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships) and may be held at such time and place, within or without the State of Delaware, and/or by means of remote communication, as shall be stated in a written notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by the board of directors or the president.

<u>Section 3</u> <u>Place of Meetings</u>. The board of directors may designate any place, either within or without the State of Delaware, and/or by means of remote communication, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If

no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation.

<u>Section 4</u> <u>Notice</u>. Whenever stockholders are required or permitted to take any action at a meeting, written or printed notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. All such notices shall be delivered, either personally, by mail, or by a form of electronic transmission consented to by the stockholder to whom the notice is given, by or at the direction of the board of directors, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. If given by electronic transmission, such notice shall be deemed to be delivered (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (a) such posting and (b) the giving of such separate notice; and (c) if by any other form of electronic transmission, when directed to the stockholder. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any such consent shall be deemed revoked if (i) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (ii) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5 Stockholders List. The officer who has charge of the stock ledger of the corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, and/or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

<u>Section 6</u> <u>Quorum</u>. The holders of a majority of the issued and outstanding shares of capital stock, entitled to vote thereon, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by statute or by the certificate of incorporation. If a quorum is not present, the holders of a majority of the shares present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place. When a quorum is once present to commence a meeting of stockholders, it is not broken by the subsequent withdrawal of any stockholders or their proxies.

<u>Section 7</u> <u>Adjourned Meetings</u>. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

<u>Section 8</u> <u>Vote Required</u>. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

<u>Section 9</u> <u>Voting Rights</u>. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another stockholder or stockholders to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Any proxy is suspended when the person executing the proxy is present at a meeting of stockholders and elects to vote. At each meeting of the stockholders, and before any voting commences, all proxies filed at or before the meeting shall be submitted to and examined by the secretary or a person designated by the secretary, and no shares may be represented or voted under a proxy that has been found to be invalid or irregular.

Section 11 Action by Written Consent. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature

of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested or by reputable overnight courier service, provided, however, that no consent or consents delivered by certified or registered mail shall be deemed delivered until such consent or consents are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within 60 days after the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used; provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 12 Action by Electronic Transmission Consent. A telegram, internet, interactive voice response system or other means of electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section; provided that any such telegram, internet, interactive voice response system or other means of electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the telegram, internet, interactive voice response system or other means of electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, internet, interactive voice response system or other means of electronic transmission. The date on which such telegram, internet, interactive voice response system or other means of electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, internet, interactive voice response system or other means of electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the board of directors of the corporation.

Section 13 Inspectors. The board of directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

#### Section 14 Advance Notice Provisions for Nomination and Election of Directors.

(a) Only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to serve as directors. Nominations of persons for election to the board of directors of the corporation may be made at a meeting of stockholders (i) by or at the direction of the board of directors (or any duly authorized committee thereof) or (ii) by any stockholder of the corporation who was a stockholder of record at the time of giving of notice provided for in this Bylaw, who is entitled to vote generally in the election of directors at the meeting and who shall have complied with the notice procedures set forth below in Section 14(b).

In order for a stockholder to nominate a person for election to the board of (b) directors of the corporation at a meeting of stockholders, such stockholder shall have delivered timely notice of such stockholder's intent to make such nomination in writing to the secretary of the corporation. To be timely, a stockholder's notice to the secretary must be delivered to or mailed and received at the principal executive offices of the corporation (i) in the case of an annual meeting, not less than ninety (90) nor more than one hundred and twenty (120) days prior to the date of the first anniversary of the previous year's annual meeting; provided, however, that in the event the annual meeting is scheduled to be held on a date more than thirty (30) days prior to or delayed by more than 60 days after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the later of the 90th day prior to the annual meeting and the 10th day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure of the meeting was made and (ii) in the case of a special meeting at which directors are to be elected, not later than the close of business on the 10th day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure of the meeting was made. Such stockholder's notice shall set forth (i) as to each person whom the stockholder proposes to nominate for election as a director at such meeting: (a) the name, age, business address and residence address of the person, (b) the principal occupation or employment of the person, (c) the class or series and number of shares of capital stock of the corporation which are owned beneficially or of record by the person

and (d) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and (ii) as to the stockholder giving the notice: (a) the name and record address of such stockholder, (b) the class or series and number of shares of capital stock of the corporation which are owned beneficially or of record by such stockholder, (c) a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder, (d) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (e) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Regulation 14A under the Exchange Act. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected. For purposes of this section, "public disclosure" shall mean disclosure in a press release reported by Dow Jones News Service, Associated Press or a comparable national news service.

(c) No person shall be eligible to stand for election as a director of the corporation unless nominated in accordance with the procedures set forth in this section. The chairperson of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by this section, and if he or she should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded. If at any time the common stock of the corporation is registered under Section 12 of the Exchange Act, a stockholder seeking to nominate and/or elect a person to serve as a director must also comply with all applicable requirements of the Exchange Act, and the rules and regulations thereunder with respect to the matters set forth in this section; *provided*, *however*, that this provision is not intended to and shall not limit the requirements applicable to nominations and/or elections of directors pursuant to this <u>Section 14</u>.

# Section 15 Advance Notice Provisions for Other Business to be Conducted at an Annual Meeting.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business (other than business relating to the nomination and/or election of a director, which shall be governed by <u>Section 14</u> only) must be (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the board of directors (or any duly authorized committee thereof), (ii) brought before the meeting by or at the direction of the board of directors (or any duly authorized committee thereof) or (iii) otherwise properly brought before the meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the secretary of the corporation. To be timely, a stockholder's notice to the secretary must be delivered to or mailed and received at the principal executive offices of the corporation not less than ninety (90) nor more than one hundred and twenty (120) days prior to the date of the first anniversary of the previous year's annual meeting; *provided, however*, that in the event the annual meeting is scheduled to be held on a date more than thirty (30) days prior to or delayed by

more than sixty (60) days after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the later of ninety (90) days prior to the annual meeting and the 10th day following the day on which notice of the date of the annual meeting was mailed or public disclosure of the date of the annual meeting was made, whichever occurs first. A stockholder's notice to the secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting, (ii) the name and address, as they appear on the corporation's books, of the stockholder proposing such business, (iii) the class and number of shares of the corporation which are beneficially owned by the stockholder, (iv) any material interest of the stockholder in such business and (v) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this section. The presiding officer of an annual meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the provisions of this section; if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. For purposes of this section, "public disclosure" shall mean disclosure in a press release reported by Dow Jones News Service, Associated Press or a comparable national news service. Nothing in this section shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(b) No holder proposal relating to business to be brought before the corporation at its annual meeting (other than the nomination and/or election of directors) shall be considered unless such proposal meets the requirements set forth in this Section 15. The chairperson of the meeting shall, if the facts warrant, determine and declare to the meeting that a proposal was not made in accordance with the procedures prescribed by this section, and if he or she should so determine, he or she shall so declare to the meeting and the defective proposal shall be disregarded. If at any time the common stock of the corporation is registered under Section 12 of the Exchange Act, a stockholder seeking to propose business (other than director nominations and/or elections) must also comply with all applicable requirements of the Exchange Act, and the rules and regulations thereunder with respect to the matters set forth in this <u>Section 15</u>; *provided*, *however*, that this provision is not intended to and shall not limit the requirements applicable to business proposals (other than the nomination and/or election of directors) pursuant to this <u>Section 15</u>.

#### ARTICLE III DIRECTORS

<u>Section 1</u> <u>General Powers</u>. The business and affairs of the corporation shall be managed by or under the direction of the board of directors. The board of directors may exercise all such authority and powers of the corporation and do all such lawful acts and things as are not by statue or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

<u>Section 2</u> <u>Number, Election and Term of Office</u>. The number of directors which shall constitute the first board shall be seven. Thereafter, the number of directors shall be established

from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3 Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon notice given in writing or by electronic transmission to the corporation.

<u>Section 4</u> <u>Vacancies</u>. Except as otherwise provided in the certificate of incorporation of the corporation, board vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

<u>Section 5</u> <u>Chairman of the Board</u>. The chairman of the board shall preside at all meetings of the stockholders and of the board of directors and shall have such other powers and perform such other duties as may be prescribed to him or her by the board of directors or provided in these Bylaws.

<u>Section 6</u> <u>Annual Meetings</u>. The annual meeting of each newly elected board of directors shall be held without notice (other than notice under these by-laws) immediately after, and at the same place, if any, as the annual meeting of stockholders.

<u>Section 7</u> <u>Other Meetings and Notice</u>. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such place, if any, as shall from time to time be determined by resolution of the board of directors and promptly communicated to all directors then in office. Special meetings of the board of directors may be called by or at the request of the president or at least two of the directors on at least 24 hours notice to each director, either personally, by telephone, by mail, telegraph, and/or by electronic transmission. In like manner and on like notice, the president must call a special meeting on the written request of at least two of the directors promptly after receipt of such request.

<u>Section 8</u> <u>Quorum, Required Vote and Adjournment</u>. A majority of the total number of directors then in office shall constitute a quorum for the transaction of business. Except as otherwise required by the corporation's certificate of incorporation, each director shall be entitled to one vote. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting

of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9 Committees. The board of directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these by-laws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation, except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 10 Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

<u>Section 11 Audit Committee</u>. The audit committee shall consist of not fewer than two members of the board of directors as shall from time to time be appointed by resolution of the board of directors. No member of the board of directors who is an affiliate of the corporation or an officer or an employee of the corporation or any subsidiary of the corporation shall be eligible to serve on the audit committee. The audit committee shall review and, as it shall deem appropriate, recommend to the board internal accounting and financial controls for the corporation and accounting principles and auditing practices and procedures to be employed in the preparation and review of financial statements of the corporation. The audit committee shall make recommendations to the board of directors concerning the engagement of independent public accountants to audit the annual financial statements of the corporation and the scope of the audit to be undertaken by such accountants.

Section 12 Compensation Committee. The compensation committee shall consist of not fewer than two members of the board of directors as from time to time shall be appointed by resolution of the board of directors. No member of the board of directors who is an affiliate of the corporation or an officer or an employee of the corporation or any subsidiary of the corporation shall be eligible to serve on the compensation committee. The compensation committee shall review and, as it deems appropriate, recommend to the chief executive officer and the board of directors policies, practices and procedures relating to the compensation of employee benefit plans. The compensation committee shall have and exercise all authority under any employee stock option plans of the corporation as the committee to exercise such authority), and

shall otherwise advise and consult with the officers of the corporation as may be requested regarding managerial personnel policies.

Section 13 Regulatory Gaming Compliance Committee. The Regulatory Gaming Compliance Committee shall consist of not fewer than two members of the board of directors as from time to time shall be appointed by resolution of the board of directors. The Regulatory Gaming Compliance Committee shall shall develop, implement and oversee a Gaming Compliance Program (the "Program") with respect to: (i) monitoring compliance with gaming laws and regulations applicable to the corporations's business and operations; (ii) performing due diligence with respect to compliance by corporation employees, officers, directors, vendors and others providing services to the corporation and its affiliates; (iii) performing due diligence with respect to proposed transactions and associations; and (iv) advising the board of directors of any gaming law compliance problems or situations which may adversely affect the regulatory good standing of the corporation in any of the jurisdictions in which it operates. The Regulatory Gaming Compliance Committee shall be responsible for the appointment, review, and replacement of a compliance officer to assist in the implementation and administration of the Program. The Regulatory Gaming Compliance Committee will be responsible for the review of information developed by the necessary departments of the corporation and coordinated by the compliance officer.

<u>Section 14 Communications Equipment</u>. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 15 Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting, except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 16 Action by Written Consent. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

#### ARTICLE IV OFFICERS

<u>Section 1</u> <u>Number</u>. The officers of the corporation shall be elected by the board of directors and shall consist of a chief executive officer, a chief operating officer, a chief financial officer, a chief legal officer, one or more vice presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person, except that neither the chief executive officer nor the chief operating officer shall also hold the office of secretary. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable, except that the offices of chief executive officer and secretary shall be filled as expeditiously as possible.

<u>Section 2</u> <u>Election and Term of Office</u>. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

<u>Section 3</u> <u>Removal</u>. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

<u>Section 4</u> <u>Vacancies</u>. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

<u>Section 5</u> <u>Compensation</u>. Compensation of all executive officers shall be approved by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation; *provided*, *however*, that compensation of some or all executive officers may be determined by a committee established for that purpose if so authorized by the board of directors or as required by applicable law or regulation, including any exchange or market upon which the corporation's securities are then listed for trading or quotation.

<u>Section 6</u> <u>Chief Executive Officer</u>. The chief executive officer shall have the powers and perform the duties incident to that position. Subject to the powers of the board of directors and the chairman of the board, the chief executive officer shall be in the general and active charge of the entire business and affairs of the corporation, and shall be its chief policy making officer. The chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or provided in these Bylaws. The chief executive officer is authorized to execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. Whenever there is no chief operating

officer or the chief operating officer is unable to serve, by reason of sickness, absence or otherwise, the chief executive officer shall perform all the duties and responsibilities and exercise all the powers of the chief operating officer.

<u>Section 7</u> The Chief Operating Officer. The chief operating officer of the corporation shall, subject to the powers of the board of directors, the chairman of the board and the chief executive officer, have general charge of the operational business affairs of the corporation, and control over such officers, agents and employees as may be prescribed by the chief executive officer. The chief operating officer shall see that all orders and resolutions of the board of directors are carried into effect. The chief operating officer shall have such other powers and perform such other duties as may be prescribed by the chairman of the board, the chief executive officer, the board of directors or as may be provided in these Bylaws.

Section 8 The Chief Financial Officer. The chief financial officer shall have the custody of the corporate funds and securities; shall keep full and accurate all books and accounts of the corporation as shall be necessary or desirable in accordance with applicable law or generally accepted accounting principles; shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the chairman of the board or the board of directors; shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; shall have such powers and perform such duties as the board of directors, the chairman of the board, the chief executive officer, the chief operating officer or these Bylaws may, from time to time, prescribe. The chief financial officer is authorized to execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

<u>Section 9</u> <u>The Chief Legal Officer</u>. The chief legal officer shall have general supervision over the legal affairs of the corporation. The chief legal officer shall have all powers and duties usually incident to the office of the chief legal officer except as specifically limited by resolution of the board of directors or the chief executive officer. The chief legal officer shall have other powers and perform other duties as may be assigned to him from time to time by the board of directors or the chief executive officer.

<u>Section 10 The Chief Administrative Officer</u>. The chief administrative officer shall be responsible for all administrative functions of the corporation affecting the corporation as a whole. The chief administrative officer shall have such other powers and perform such other duties as may be prescribed by the chairman of the board, the chief executive officer, the board of directors or as may be provided in these Bylaws.

<u>Section 11 Vice-Presidents</u>. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors or the chairman of the board, shall, in the absence or disability of the chief executive officer, act with all of the powers and be subject to all the restrictions of the chief executive officer. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the chairman of the

board, the chief executive officer, the chief financial officer, the chief operating officer or these Bylaws may, from time to time, prescribe. The vice-presidents may also be designated as executive vice-presidents or senior vice-presidents, as the board of directors may from time to time prescribe.

Section 12 The Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors (other than executive sessions thereof) and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose or shall ensure that his or her designee attends each such meeting to act in such capacity. Under the chairman of the board's supervision, the secretary shall give, or cause to be given, all notices required to be given by these Bylaws or by law; shall have such powers and perform such duties as the board of directors, the chairman of the board, the chief executive officer, the chief operating officer or these Bylaws may, from time to time, prescribe; and shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, any of the assistant secretaries, shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the chairman of the board, the chief executive officer, the chief operating officer, or secretary may, from time to time, prescribe.

<u>Section 13 Other Officers, Assistant Officers and Agents</u>. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these by-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

<u>Section 14</u> <u>Absence or Disability of Officers</u>. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

#### ARTICLE V INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

<u>Section 1</u> <u>Right to Indemnification</u>. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she (or a person of whom he is the legal representative), is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, or in any other capacity while so serving, shall be indemnified and held

harmless by the corporation to the full extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), or by other applicable law as then in effect, against all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes and penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, partner, member or trustee and shall inure to the benefit of his or her heirs, executors and administrators. Each person who is or was serving as a director or officer of a subsidiary of the corporation shall be deemed to be serving, or have served, at the request of the corporation. Any indemnification (but not advancement of expenses) under this Article V (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment). Such determination shall be made with respect to a person who is a director or officer at the time of such determination (i) by a majority vote of the directors who were not parties to such proceeding (the "Disinterested Directors"), even though less than a quorum, (ii) by a committee of Disinterested Directors designated by a majority vote of Disinterested Directors, even though less than a quorum, (iii) if there are no such Disinterested Directors, or if such Disinterested Directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders.

<u>Section 2</u> <u>Advancement of Expenses</u>. Expenses (including attorneys' fees, costs and charges) incurred by an Indemnitee in defending a proceeding shall be paid by the corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that such Indemnitee is not entitled to be indemnified by the corporation as authorized in this Article V. The majority of the Disinterested Directors or a committee thereof may, in the manner set forth above, and upon approval of such Indemnitee, authorize the corporation's counsel to represent such person, in any proceeding, whether or not the corporation is a party to such proceeding.

<u>Section 3</u> <u>Procedure for Indemnification</u>. Any indemnification or advance of expenses (including attorneys' fees, costs and charges) under this Article V shall be made promptly, and in any event within 30 days upon the written request of the Indemnitee (and, in the case of advance of expenses, receipt of a written undertaking by or on behalf of Indemnitee to repay such amount if it shall ultimately be determined that Indemnitee is not entitled to be indemnified therefor pursuant to the terms of this Article V). The right to indemnification or advances as granted by this Article V shall be enforceable by the Indemnitee in any court of competent jurisdiction, if the corporation denies such request, in whole or in part, or if no disposition thereof is made within 30 days. Such person's costs and expenses incurred in connection with successfully establishing his/her right to indemnification, in whole or in part, in any such action shall also be

indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of expenses (including attorney's fees, costs and charges) under this Article V where the required undertaking, if any, has been received by the corporation) that the claimant has not met the standard of conduct set forth in the DGCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, its independent legal counsel and its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), nor the fact that there has been an actual determination by the corporation (including its board of directors, its independent legal counsel and its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct. The procedure for indemnification of other employees and agents for whom indemnification is provided pursuant to this Article V shall be the same procedure set forth in this Section 3 for directors or officers, unless otherwise set forth in the action of the board of directors providing indemnification for such employee or agent.

Section 4 Other Rights; Continuation of Right to Indemnification. The indemnification and advancement of expenses provided by this Article V shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), bylaw, agreement, vote of stockholders or Disinterested Directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the corporation, and shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administers of such person. All rights to indemnification under this Article V shall be deemed to be a contract between the corporation and each director or officer of the corporation who serves or served in such capacity at any time while this Article V is in effect. Any repeal or modification of this Article V or any repeal or modification of relevant provisions of the DGCL or any other applicable laws shall not in any way diminish any rights to indemnification of such director or officer or the obligations of the corporation arising hereunder with respect to any proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such modification or repeal. For the purposes of this Article V, references to "the corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation, so that any person who is or was a director or officer of such a constituent corporation or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article V, with respect to the resulting or surviving corporation, as he or she would if he or she had served the resulting or surviving corporation in the same capacity.

<u>Section 5</u> <u>Insurance</u>. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss asserted against him or her and incurred by him or her in any such capacity, whether or not thecorporation would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

<u>Section 6</u> <u>Reliance</u>. Persons who after the date of the adoption of this provision become or remain directors or officers of the corporation or who, while a director or officer of the corporation, become or remain a director, officer, employee or agent of a subsidiary, shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this Article V in entering into or continuing such service and such rights shall be deemed vested at the time such person commences service as a director or officer. The rights to indemnification and to the advance of expenses conferred in this Article V shall apply to claims made against an Indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof.

<u>Section 7</u> <u>Employees and Agents</u>. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the board of directors.

<u>Section 8</u> <u>Savings Clause</u>. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each person entitled to indemnification under the first paragraph of this Article V as to all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, ERISA excise taxes and penalties, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person and for which indemnification is available to such person pursuant to this Article V to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the full extent permitted by applicable law.

#### ARTICLE VI CERTIFICATES OF STOCK

Section 1 Form. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by the chairman, chief executive officer, chief operating officer and the secretary or an assistant secretary of the corporation, certifying the number of shares owned by such holder in the corporation. If such a certificate is countersigned (i) by a transfer agent or an assistant transfer agent other than the corporation or its employee or (ii) by a registrar, other than the corporation or its employee, the signature of any such chairman, chief executive officer, chief operating officer secretary, or assistant secretary may be facsimiles. In case any officer or officers who have signed, or whose facsimile signature or signatures have been used on, any such certificate or certificates shall cease to be such officer

or officers of the corporation whether because of death, resignation or otherwise before such certificate or certificates have been delivered by the corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures have been used thereon had not ceased to be such officer or officers of the corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation of the certificate or certificates for such shares endorsed by the appropriate person or persons, with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate or certificates, and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

<u>Section 2</u> <u>Lost Certificates</u>. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3 Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders may fix a new record date for the adjourned meeting.

<u>Section 4</u> Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of

directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 5 Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

<u>Section 6</u> <u>Registered Stockholders</u>. Prior to the surrender to the corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

<u>Section 7</u> <u>Subscriptions for Stock</u>. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

#### ARTICLE VII GENERAL PROVISIONS

<u>Section 1</u> <u>Dividends</u>. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or

in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

<u>Section 2</u> <u>Checks, Drafts or Orders</u>. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

<u>Section 3</u> <u>Contracts</u>. The board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4 Loans. No loans shall be contracted on behalf of the corporation and no negotiable paper shall be issued in its name, unless and except as authorized by the board of directors or a duly appointed and authorized committee of the board of directors. Such authorization may be in the form of a signed policy or other blanket authority specified by the board of directors from time to time. When so authorized by the board of directors or such committee, any officer or agent of the corporation may effect loans and advances at any time for the corporation from any bank, trust company, or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the corporation and, when authorized as aforesaid, may mortgage, pledge, hypothecate or transfer any and all stocks, securities and other property, real or personal, at any time held by the corporation, and to that end endorse, assign and deliver the same as security for the payment of any and all loans, advances, indebtedness and liabilities of the corporation. Such authorization may be general or confined to specific instances.

<u>Section 5</u> <u>Fiscal Year</u>. The fiscal year of the corporation shall end on December 31 of each fiscal year and may thereafter be changed by resolution of the board of directors.

<u>Section 6</u> <u>Corporate Seal</u>. The board of directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. Notwithstanding the foregoing, no seal shall be required by virtue of this Section.

<u>Section 7</u> <u>Voting Securities Owned By Corporation</u>. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8 Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

<u>Section 9</u> <u>Section Headings</u>. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

<u>Section 10 Inconsistent Provisions</u>. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

#### ARTICLE VIII AMENDMENTS

These Bylaws may be amended, altered, changed or repealed or new Bylaws adopted either (i) in accordance with Article Six, Section 2 of the Certificate of Incorporation, or (ii) at a duly convened meeting of the stockholders by the affirmative vote of the holders of a majority of the voting power of the Corporation entitled to vote, provided, however that any vested rights to indemnification or advancement of expenses may not be amended without the consent of any person affected by such amendment.

### Exhibit 9

#### Form of Reorganized OpCo Corporation Charter

THE ATTACHED DOCUMENT REPRESENTS THE MOST CURRENT DRAFT OF THE REORGANIZED OPCO CORPORATION CHARTER AS OF THE DATE HEREOF AND REMAINS SUBJECT TO FURTHER NEGOTIATION AND REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING DOCUMENT AT ANY TIME IN ACCORDANCE WITH THE PLAN.

#### CERTIFICATE OF INCORPORATION

#### OF

#### **Reorganized OpCo Corporation**

#### ARTICLE ONE NAME

The name of the corporation is **Reorganized OpCo Corporation** (hereinafter called the "<u>Corporation</u>").

#### ARTICLE TWO REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the state of Delaware is [2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.]

#### ARTICLE THREE PURPOSE

The purpose of the Corporation is to engage in the conduct of casino gaming and in any other lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "<u>DGCL</u>").

#### ARTICLE FOUR CAPITAL STOCK

<u>Section 1.</u> <u>Authorized Shares</u>. The total number of shares of capital stock which the Corporation has the authority to issue is [\_\_\_\_\_\_]; all of which shall be shares of common stock, with a par value of [one cent (\$0.01)] per share (the "<u>Common Stock</u>").

Section 2. Common Stock.

(a) <u>Dividends</u>. Except as otherwise provided by the DGCL or this Certificate of Incorporation (the "<u>Certificate</u>"), the holders of Common Stock shall share ratably in all dividends payable in cash, stock or otherwise and other distributions, whether in respect of liquidation or dissolution (voluntary or involuntary) or otherwise.

(b) <u>Preemptive Rights</u>. No holder of Common Stock shall have any preemptive rights with respect to the Common Stock or any other securities of the Corporation, or to any obligations convertible (directly or indirectly) into securities of the Corporation whether now or hereafter authorized.

(c) <u>Voting Rights</u>. Except as otherwise provided by the DGCL or the Certificate, all of the voting power of the stockholders of the Corporation shall be vested in the holders of the

Common Stock, and each holder of issued and outstanding shares of Common Stock shall have one vote for each share held by such holder on all matters voted upon by the stockholders of the Corporation. No holder of shares of Common Stock of the Corporation shall have the right to cumulate votes.

(d) <u>Notices</u>. All notices referred to herein shall be in writing or electronic transmission, shall be delivered personally, by courier, facsimile, electronic transmission or by first class mail, postage prepaid, and shall be deemed to have been given when so delivered, sent, transmitted or mailed to the Corporation at its principal executive offices and to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

(e) <u>Non-voting Equity Securities.</u> The Corporation shall not issue any class of non-voting equity securities unless and solely to the extent permitted by section 1123(a)(6) of the Bankruptcy Code as in effect on the date of filing this Certificate of Incorporation with the Secretary of State of the State of Delaware; <u>provided</u>, <u>however</u>, that this Section 2(e): (A) will have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code; (B) will have such force and effect, if any, only for so long as Section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Corporation; and (C) in all events may be amended or eliminated in accordance with applicable law from time to time in effect.

#### ARTICLE FIVE INCORPORATION

The incorporator of the corporation is **[name]**, whose mailing address is **[address]**.

#### ARTICLE SIX BOARD OF DIRECTORS

Section 1. Election. Elections of directors need not be by written ballot unless the Bylaws shall so provide.

Section 2. Bylaws. The directors shall have the power to adopt, amend or repeal Bylaws.

<u>Section 3.</u> <u>Number.</u> The number of directors which constitute the entire Board of Directors of the Corporation shall be designed by, or in the manner provided in, the Bylaws.

### ARTICLE SEVEN

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

#### ARTICLE EIGHT LIMITATION OF LIABILITY

To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended and except as otherwise provided in the Bylaws, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

#### ARTICLE NINE AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

### ARTICLE TEN REGULATORY MATTERS

<u>Section 1.</u> <u>Definitions</u>. For purposes of this <u>Article Ten</u>, the following terms shall have the meanings specified below:

"<u>Affiliate</u>" shall have the meaning ascribed to such term in Rule 12b–2 promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

"<u>Affiliated Companies</u>" shall mean those corporations, limited liability companies, partnerships, trusts, or other entities that are Affiliates of the Corporation that are registered or licensed under applicable Gaming Laws. "<u>Board Member</u>" shall mean any Person who is serving as a member of the Board of Directors of the Corporation.

"<u>Gaming</u>" or "<u>Gaming Activities</u>" shall mean the conduct of gaming and gambling activities, race books and sports pools, or the use of gaming devices, equipment and supplies in the operation of a casino, simulcasting facility, card club or other enterprise, including, without limitation, slot machines, gaming tables, cards, dice, gaming chips, player tracking systems, cashless wagering systems and related and associated equipment and supplies.

"<u>Gaming Authorities</u>" shall mean all Governmental Authorities with authority over Gaming within any Gaming Jurisdiction, and shall include all Liquor Authorities.

"<u>Gaming Jurisdictions</u>" shall mean all jurisdictions, domestic and foreign, and their political subdivisions, in which Gaming Activities are lawfully conducted.

"<u>Gaming Laws</u>" shall mean all laws, statutes and ordinances pursuant to which any Gaming Authority possesses regulatory and licensing authority over Gaming within any Gaming Jurisdiction, all orders, decrees, rules and regulations over Gaming promulgated by such Gaming Authority thereunder, all written and unwritten policies of the Gaming Authorities, and all interpretations by the Gaming Authorities of laws, statutes, ordinances, rules and regulations.

"<u>Gaming Licenses</u>" shall mean all licenses, permits, approvals, authorizations, registrations, findings of suitability, franchises and entitlements issued by a Gaming Authority necessary for or relating to the conduct of Gaming Activities.

"<u>Governmental Authority</u>" shall mean any government or any agency, public or regulatory authority, licensing body, instrumentality, department, commission, court, arbitrator, ministry, tribunal or board of any government or political subdivision thereof, in each case, whether foreign or domestic and whether national, federal, tribal, state, regional, local or municipal.

"<u>Liquor Authorities</u>" shall mean all Governmental Authorities with regulatory and licensing authority over the sale or service of alcoholic beverages within any Gaming Jurisdiction.

"Liquor Laws" shall mean all laws, statutes, ordinances and regulations pursuant to which any Governmental Authority possesses regulatory and licensing authority over the sale or service of alcoholic beverages within any Gaming Jurisdiction, all rules and regulations promulgated by such Governmental Authority thereunder, all written and unwritten policies of the Liquor Authorities, and all interpretations by the Liquor Authorities of laws, statutes, ordinances, rules and regulations.

"<u>Liquor License</u>" shall mean all licenses, permits, approvals, authorizations, registrations, findings of suitability, franchises and entitlements issued by a Liquor Authority necessary for or relating to the sale or service of alcoholic beverages within any Gaming Jurisdiction.

"<u>Ownership or Control</u>" (and derivatives thereof) shall mean (i) ownership of record, (ii) "beneficial ownership" as defined in Rule 13d–3 or Rule 16a–1(a)(2) promulgated by the SEC under the Exchange Act, now or hereafter amended, (iii) the power to direct and manage, by agreement, contract, agency or other manner, the voting or management rights or disposition of the Common Stock of the Corporation, and/or (iv) definitions of ownership or control under applicable Gaming Laws.

"<u>Person</u>" shall mean an/a individual, partnership, corporation, limited liability company, trust or any other entity.

"<u>Redemption Date</u>" shall mean the date set forth in the Redemption Notice by which the Common Stock Owned or Controlled by an Unsuitable Person are to be redeemed by the Corporation.

"<u>Redemption Notice</u>" shall mean that notice of redemption sent by the Corporation to an Unsuitable Person (or an Affiliate thereof) if a Gaming Authority requires the Corporation, or the Corporation, in its sole and absolute discretion, deems it necessary or advisable, to redeem such Unsuitable Person's securities. Each Redemption Notice shall set forth: (i) the Redemption Date; (ii) the number of shares of Common Stock to be redeemed; (iii) the Redemption Price and the manner of payment therefor; (iv) the place where certificates for such shares shall be surrendered for payment; and (v) any other requirements of surrender of the certificates, including how they are to be endorsed, if at all.

"Redemption Price" shall mean the per share price for the redemption of any Common Stock of the Corporation to be redeemed pursuant to this Article Ten, which shall be that price (if any) required to be paid by the Gaming Authority making the finding of unsuitability, or if such Gaming Authority does not require a certain price per share to be paid, that sum deemed reasonable by the Board of Directors (which may include, in the Corporation's discretion, the original purchase price per share of the securities); provided, however, the Redemption Price, unless the Gaming Authority requires otherwise, shall in no event exceed (i) the closing prices of such security's sales on all domestic securities exchanges on which such security may at the time be listed on the date the Redemption Notice is sent to the Unsuitable Person by the Corporation, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or (ii) if such shares are not then listed for trading on any national securities exchange, then the closing sales price of such shares as quoted in the NASDAQ National Market System, or (iii) if the shares are not then so quoted, then the mean between the representative bid and the ask price as quoted by NASDAO or another generally recognized reporting system, or (iv) the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by Pink OTC Markets Inc. or any similar successor organization, or (v) if the shares are not quoted by any recognized reporting system, then the fair value thereof, as determined in good faith and in the sole discretion of the Board of Directors. The Redemption Price may be paid in cash, by promissory note, or both, as required by the applicable Gaming Authority and, if not so required, as the Corporation elects.

"<u>Transfer</u>" shall mean the sale and every other method, direct or indirect, of disposing of or parting with the Common Stock of the Corporation or with an interest therein, or with the possession thereof, or of fixing a lien upon the Common Stock of the Corporation or upon an interest therein, absolutely or conditionally, voluntarily or involuntarily, by or without judicial proceedings, as a conveyance, sale, payment, pledge, mortgage, lien, encumbrance, gift, security or otherwise.

"<u>Unsuitable Director</u>" shall mean any member of the Board of Directors (i) whose membership on the Board of Directors could reasonably cause the Corporation or any Affiliated Company to lose or have modified, or to be threatened with the loss or modification of, or who, in the sole discretion of the Board of Directors of the Corporation, is deemed likely to jeopardize the Corporation or any Affiliated Company's right to the use of or entitlement to or ability to reinstate any Gaming License or Liquor License; (ii) who fails or refuses to immediately fulfill its obligations as provided in Section 6 below; or (iii) who otherwise fails or refuses to obtain any Gaming License or Liquor License.

"<u>Unsuitable Person</u>" shall mean a Person who Owns or Controls any Common Stock of the Corporation or any securities of or interest in any Affiliated Company (i) that is determined by a Gaming Authority, or that has been notified by the staff of a Gaming Authority that it will recommend that the Gaming Authority determine the Person to be, unsuitable, unqualified or disqualified to Own or Control such Common Stock or securities or unsuitable to be connected with a Person engaged in Gaming Activities in that Gaming Jurisdiction, or (ii) who causes the Corporation or any Affiliated Company to lose or have modified, or to be threatened with the loss, suspension, condition or modification of, or who, in the sole discretion of the Board of Directors of the Corporation, is deemed likely to jeopardize the Corporation or any Affiliated Company's right to the use of or entitlement to or ability to reinstate any Gaming License or Liquor License.

<u>Section 2.</u> <u>Ownership Restriction</u>. No Person may become the Owner of five percent (5%) or more of any class of the Corporation's Common Stock unless such Person agrees in writing delivered to the Corporation at its registered office to:

(a) provide to the Gaming Authorities information regarding such Person, including without limitation, information regarding other Gaming Activities of such person and financial statements and disclosures, in such form, and with such updates, as may be requested or required by any Gaming Authority;

(b) respond to written or oral questions and inquiries that may be propounded by any Gaming Authority; and

(c) consent to the performance of any personal background investigation that may be required by any Gaming Authority, including, without limitation, an investigation of any criminal record and/or alleged criminal activity of such Person.

Any purported Transfer of Common Stock in violation of this Section 2 shall be void ab initio.

The proposed transferee (in violation of this Section 2) shall not be entitled to any rights of stockholders of the Corporation, including, but not limited to, the rights to vote or to receive dividends and liquidating distributions, with respect to the shares of Common Stock that were the subject of such attempted Transfer. Any shares of Common Stock attempted to be Transferred in violation of this Section 2, shall continue to be registered in the name of the purported transferor.

So long as this Section 2 is in effect, each certificate evidencing Common Stock and each certificate issued in exchange for, or upon Transfer of, any Common Stock shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE CORPORATION'S CERTIFICATE OF INCORPORATION (THE "CHARTER") INCLUDES, AMONG OTHER THINGS, TRANSFER RESTRICTIONS ON, AND OBLIGATIONS WITH RESPECT TO, THE COMMON STOCK OF THE CORPORATION. THE CHARTER RESTRICTS TRANSFERS THAT WOULD RESULT IN A PERSON OWNING 5% OR MORE OF THE COMMON STOCK, SUBJECT TO CERTAIN EXCEPTIONS. THE CORPORATION WILL FURNISH WITHOUT CHARGE TO THE HOLDER OF RECORD OF THIS CERTIFICATE A COPY OF THE CHARTER, CONTAINING THE ABOVE-REFERENCED TRANSFER RESTRICTIONS AND OBLIGATIONS, UPON WRITTEN REQUEST TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS."

<u>Section 3.</u> Compliance with Gaming Laws and Liquor Laws. The Corporation, all Persons Owning or Controlling Common Stock of the Corporation and any Affiliated Companies, and each director and officer of the Corporation and any Affiliated Companies shall comply with all requirements of the Gaming Laws and Liquor Laws in each Gaming Jurisdiction in which the Corporation or any Affiliated Companies conduct Gaming Activities. All Common Stock of the Corporation shall be held subject to the requirements of such Gaming Laws and Liquor Laws, including any requirement that (i) the holder file applications for Gaming Licenses with, or provide information to, applicable Gaming Authorities, or (ii) that any Transfer of such Common Stock may be subject to prior approval by Gaming Authorities and/or the Corporation, and any Transfer of Common Stock of the Corporation in violation of any such approval requirement shall not be permitted and the purported Transfer shall be void ab initio.

#### Section 4. Finding of Unsuitability.

(a) The Common Stock of the Corporation Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person shall be redeemable by the Corporation, out of funds legally available therefor, by appropriate action of the Board of Directors, to the extent required by the Gaming Authority making the determination of unsuitability or to the extent deemed necessary or advisable by the Board of Directors, in its sole and absolute discretion. If a Gaming Authority requires the Corporation, or the Board of Directors, in its sole and absolute discretion, deems it necessary or advisable, to redeem such Shares of Common Stock, the Corporation shall send a Redemption Notice to the Unsuitable Person or its Affiliate and shall purchase the Shares of Common Stock on the Redemption Date and for the Redemption Price set forth in the Redemption Notice. Upon the date on which Redemption Notice has been sent to an Unsuitable Person, or an Affiliate of an Unsuitable Person, and a sum sufficient to redeem such shares has been irrevocably deposited or set aside to pay the Redemption Price, such shares of Common Stock called for redemption shall not be deemed outstanding for any purpose and all rights of the holder of such shares of Common Stock, as such, except the right to receive the Redemption Price in respect of the shares of Common Stock so redeemed, shall cease. The Unsuitable Person or its Affiliate, as the case shall be, shall surrender the certificates for any Common Stock to be redeemed in accordance with the requirements of the Redemption Notice.

(b) Commencing on the date that a Gaming Authority serves notice of a determination of unsuitability on the Corporation or any Affiliated Company or the Corporation or any Affiliated Company loses or is threatened with the loss, suspension, condition or modification of a Gaming License or Liquor License, in either case relating to the Ownership or Control of the Common Stock of the Corporation by an Unsuitable Person or an Affiliate of an Unsuitable Person, and until such securities are Owned or Controlled by Persons found by such Gaming Authority to be suitable to own them, it shall be unlawful for the Unsuitable Person or any Affiliate of an Unsuitable Person (i) to receive any dividend, payment, distribution or interest with regard to the Common Stock; (ii) to exercise, directly or indirectly or through any proxy, trustee, or nominee, any voting or other right conferred by such securities, and such securities shall not for any purposes be included in the shares of Common Stock of the Corporation or an Affiliated Company for services rendered or otherwise; or (iv) continue in an ownership or economic interest in the Company or any Affiliated Company.

<u>Section 5.</u> <u>Issuance and Transfer of Shares of Common Stock</u>. Neither the Corporation nor any other Person shall issue or Transfer any Shares of Common Stock or any interest, claim or charge thereon or thereto except in accordance with applicable Gaming Laws. The issuance or Transfer of any Common Stock in violation thereof shall be ineffective until such time as (i) the Corporation shall cease to be subject to the jurisdiction of the applicable Gaming Authorities, or (ii) the applicable Gaming Authorities shall, by affirmative action, validate said issuance or Transfer or waive any defect in said issuance or Transfer.

Section 6. Board Member Obligations. Every Board Member will: (i) provide to any Gaming Authority information regarding such Board Member, including without limitation thereof, information regarding other Gaming Activities of such Board Member and financial statements, in such form, and with such updates, as may be required by such Gaming Authority to determine such Board Member's suitability to serve as a Board Member; (ii) respond to written or oral questions that may be propounded by any Gaming Authority; (iii) consent to the performance of any background investigation that may be required by any Gaming Authority, including without limitation thereto, an investigation of any criminal record of such Board Member; and (iv) if required by any Gaming Authority, apply for and obtain all appropriate licenses, permits or approvals as required by a Gaming Authority. Any Board Member who fails to comply with this Section 6 shall cease to qualify as a director and, upon such disqualification, shall cease to be a director.

<u>Section 7.</u> <u>Unsuitable Directors</u>. Notwithstanding anything to the contrary contained in this Certificate, any Unsuitable Director shall be automatically cease to qualify as a Board Member and, upon such disqualification, shall cease to be a director.

<u>Section 8.</u> <u>Indenture Restrictions</u>. The Corporation shall cause to be placed in every indenture or other operative document relating to publicly traded securities (other than Common Stock) of the Corporation a provision requiring that any Person or Affiliate of a Person who holds the indebtedness represented by that indenture and is found to be unsuitable to hold such interest shall have the interest redeemed or shall dispose of the interest in the Corporation in the manner set forth in the indenture or other document.

<u>Section 9.</u> <u>Notices</u>. All notices given by the Corporation pursuant to this <u>Article</u> <u>Ten</u>, including Redemption Notices, shall be in writing and shall be deemed given when delivered by personal service or facsimile, overnight courier or first class mail, postage prepaid, to the Person's address as shown on the Corporation's books and records.

Section 10. Indemnification. Any Unsuitable Person and any Affiliate of an Unsuitable Person shall indemnify and hold harmless the Corporation and its Affiliated Companies for any and all costs, including attorneys' fees, losses and expenses, incurred by the Corporation and its Affiliated Companies as a result of, or arising out of, such Unsuitable Person's or Affiliate's continuing Ownership or Control of Securities, the failure to comply with the provisions of this Article X, or failure to promptly divest itself of any securities in the Corporation when required to do so by Gaming Laws or this Article X.

Section 11. Fiduciary Obligations; Contractual Arrangements; Etc. Nothing contained in this <u>Article Ten</u> shall be construed (i) to relieve any Unsuitable Person (or Affiliate of such Person) from any fiduciary obligation imposed by law, (ii) to prohibit or affect any contractual arrangement which the Corporation may make from time to time with any holder of Common Stock of the Corporation to purchase all or any part of shares of Common Stock or other securities held by them, or (iii) to be in derogation of any action, past or future, which has been or may be taken by the Board of Directors or any holder of Common Stock with respect to the subject matter of this <u>Article Ten</u>.

<u>Section 12.</u> Injunctive Relief. The Corporation is entitled to injunctive relief in any court of competent jurisdiction to enforce the provisions of this <u>Article Ten</u> and each holder of the Common Stock of the Corporation shall be deemed to have acknowledged, by acquiring the Common Stock of the Corporation, that the failure to comply with this <u>Article Ten</u> will expose the Corporation to irreparable injury for which there is no adequate remedy at law and that the Corporation is entitled to injunctive relief to enforce the provisions of this <u>Article Ten</u>.

<u>Section 13.</u> <u>Legend</u>. The restrictions set forth in this <u>Article Ten</u> shall be noted conspicuously on any certificate representing Common Stock of the Corporation in accordance with the requirements of the DGCL and applicable Gaming Laws.

# Section 14. Required New Jersey Charter Provisions.

(a) Notwithstanding anything to the contrary contained in these Articles of the Corporation, these Articles shall be deemed to include all provisions required by the Casino Control Act, N.J.S.A. 5:12-1 et seq., as amended and as may hereafter be amended from time to time (the "<u>Casino Control Act</u>") and to the extent that anything contained herein or in the operating agreement of the Corporation is inconsistent with the Casino Control Act, the provisions of such Act shall govern. All provisions of the Casino Control Act, to the extent required by law to be stated in these Articles, are herewith incorporated by reference.

(b) These Articles shall be generally subject to the provisions of the Casino Control Act and the rules and regulations of the New Jersey Casino Control Commission (the "<u>Commission</u>") promulgated thereunder. Specifically, and in accordance with the provisions of Section 82(d)(7) of the Casino Control Act, the Commission shall have the right of prior approval with regard to transfers of membership interests and other securities interests in the Corporation and any membership interests and other securities interests on the Corporation are held subject to the condition that if a holder thereof is found to be disqualified by the New Jersey Casino Control Commission pursuant to the provisions of the Casino Control Act, such holder will dispose of his interest in the Corporation; provided, however, that notwithstanding any other provision of law to the contrary, nothing herein contained shall be deemed to require a certificate evidencing that interest in the Corporation bear any legend to this effect.

## Section 15. Required Indiana Charter Provisions

(a) The Corporation shall not issue five percent (5%) or greater of any voting securities or other voting interests to a person except in accordance with the provisions of the Indiana Riverboat Gambling Act (IC 4-33) and the rules promulgated thereunder (68 IAC). The issuance of any voting securities or other voting interests in violation thereof shall be void and such voting securities or other voting interests shall be deemed not to be issued and outstanding until one (1) of the following occurs:

- (i) The Corporation shall cease to be subject to the jurisdiction of the Indiana Gaming Commission.
- (ii) The Indiana Gaming Commission shall, by affirmative action, validate said issuance or waive any defect in issuance.

(b) No voting securities or other voting interests issued by the Corporation and no interest, claim, or charge of five percent (5%) or greater therein or thereto shall be transferred in any manner whatsoever except in accordance with the provisions of the Indiana Riverboat Gambling Act (IC 4-33) and rules promulgated thereunder (68 IAC). Any transfer in violation thereof shall be void until one (1) of the following occurs:

- (i) The Corporation shall cease to be subject to the jurisdiction of the Indiana Gaming Commission.
- (ii) The Indiana Gaming Commission shall, by affirmative action, validate said transfer or waive any defect in said transfer.

(c) If the Indiana Gaming Commission at any time determines that a holder of voting securities or other voting interests of this Corporation shall be denied the application for transfer, then the issuer of such voting securities or other voting interests may, within thirty (30) days after the denial, purchase such voting securities or other voting interests of such denied applicant at the lesser of:

- (i) the market price of the ownership interest; or
- (ii) the price at which the applicant purchased the ownership interest;

unless such voting securities or other voting interests are transferred to a suitable person (as determined by the commission) within thirty (30) days after the denial of the application for transfer of ownership.

(d) Until such voting securities or other voting interests are owned by persons found by the commission to be suitable to own them, the following restrictions must be followed:

- (i) The Corporation shall not be required or permitted to pay any dividend or interest with regard to the voting securities or other voting interests.
- (ii) The holder of such voting securities or other voting interests shall not be entitled to vote on any matter as the holder of the voting securities or other voting interests, and such voting securities or other voting interests shall not for any purposes be included in the voting securities or other voting interests of the Corporation entitled to vote.
- (iii) The Corporation shall not pay any remuneration in any form to the holder of the voting securities or other voting interests as provided in this paragraph.

# Exhibit 10

## Description of OpCo Management and Director Equity Incentive Program

THE OPCO MANAGEMENT AND DIRECTOR EQUITY INCENTIVE PROGRAM WILL CONSIST OF A PLAN OR PLANS BY WHICH, ON THE EFFECTIVE DATE, 7% OF THE REORGANIZED OPCO COMMON STOCK, ON A FULLY-DILUTED BASIS, SHALL BE RESERVED FOR ISSUANCE AS GRANTS OF STOCK, RESTRICTED STOCK, OPTIONS, OR STOCK APPRECIATION RIGHTS (OR SIMILAR EQUITY-BASED AWARDS) AS DETERMINED BY THE REORGANIZED OPCO BOARD.

# Exhibit 11

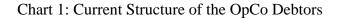
## **Description of Restructuring Transactions**

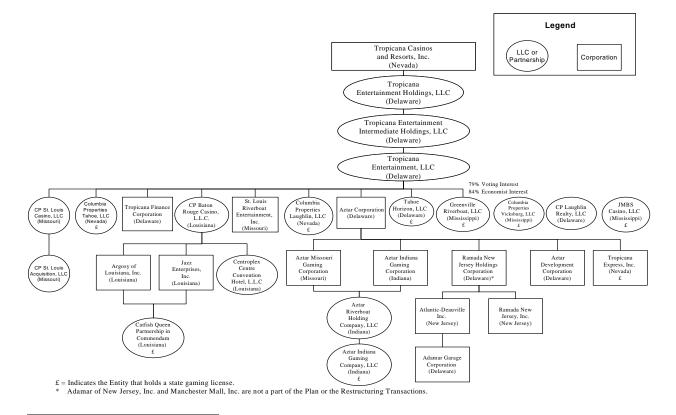
THE FOLLOWING DESCRIPTION OF RESTRUCTURING TRANSACTIONS REMAINS SUBJECT TO FURTHER REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING DESCRIPTION OR THE TRANSACTIONS DESCRIBED AT ANY TIME IN ACCORDANCE WITH THE PLAN.

## **OpCo Debtors' Restructuring Transactions1**

Pursuant to the Plan, the OpCo Debtors and the Reorganized OpCo Debtors, as applicable, intend to implement the following reorganizations (the "Restructuring Transactions").

As referenced in Article IV.I of the Plan, pursuant to the Restructuring Transactions, a new corporate group will be formed that will exchange its newly-issued Reorganized OpCo Securities for the Intercompany Interests of each of the OpCo Debtors that hold assets. This acquisition is expected to be treated as the taxable acquisition of assets for federal income tax purposes. The OpCo Debtors will then distribute such Reorganized OpCo Securities to Holders of Claims against the OpCo Debtors in accordance with the Plan. Chart 1 below sets forth the current structure of the OpCo Debtors after the Restructuring Transactions are effected in accordance with the Plan. The OpCo Debtors that currently hold gaming licenses will continue to hold such gaming licenses after the Restructuring Transactions.





<sup>&</sup>lt;sup>1</sup> Terms that are capitalized but not defined herein shall have the meaning ascribed to them in the First Amended Joint Plan of Reorganization of Tropicana Entertainment, LLC and Certain of Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code.

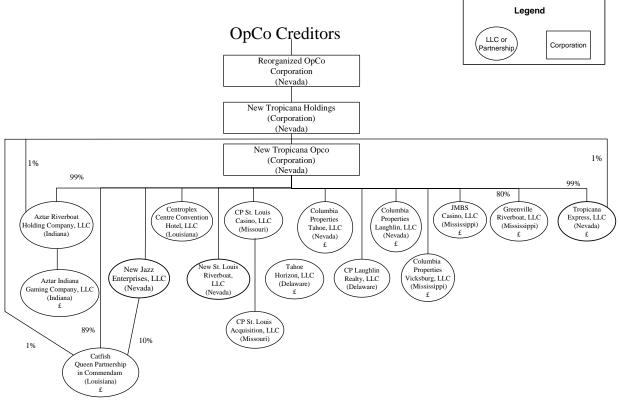


Chart 2: Structure of the Reorganized OpCo Debtors

£ = Indicates the Entity that continues to hold a state gaming license following the Restructuring Transactions. The gaming licenses are unaffected by the Restructuring Transactions.

The specific Restructuring Transactions are expected to occur as follows—

- A. Prior to the Effective Date, the following actions are expected to occur:
  - 1. a nominee on behalf of certain Holders of Claims against the OpCo Debtors will form Reorganized OpCo Corporation, a Nevada corporation, with nominal capitalization;
  - 2. Reorganized OpCo Corporation will form a wholly-owned subsidiary ("New Tropicana Holdings"), a Nevada corporation;
  - 3. New Tropicana Holdings will form a wholly-owned subsidiary ("New Tropicana OpCo"), a Nevada corporation;
  - 4. New Tropicana OpCo will form two wholly-owned [Nevada] limited liability companies ("LLCs") ("New St. Louis Riverboat LLC" and "New Jazz Enterprises LLC");

- 5. Jazz Enterprises, Inc. ("Jazz Enterprises"),<sup>2</sup> Tropicana Express, Inc. ("Tropicana Express"), and Aztar Indiana Gaming Corporation ("Aztar IN Gaming Corp," and "Aztar IN Gaming LLC" after such conversion) will convert from corporations to limited liability companies ("LLCs") by operation of state law;<sup>3</sup>
- 6. Aztar Corporation ("Aztar") will distribute 1% of the LLC interests of Tropicana Express to Tropicana;
- 7. Tropicana will form St. Louis Riverboat LLC, a Missouri LLC; and
- 8. St. Louis Riverboat Entertainment, Inc. ("St. Louis Riverboat") will merge with and into St. Louis Riverboat LLC.
- B. On the Effective Date, the following actions are expected to occur in the following order:
  - 1. CP Baton Rouge Casino, LLC ("Baton Rouge") will contribute all of its assets (other than the LLC interests of Jazz Enterprises and Centroplex Centre Convention Hotel LLC ("Centroplex"), receivables due from other Debtors ("Intercompany Receivables"), and Insider Causes of Action) to Jazz Enterprises; Argosy of Louisiana, Inc. ("Argosy") will contribute all of its assets (other than the partnership interest in Catfish Queen Partnership in Commendam ("Catfish Queen"), Intercompany Receivables, and Insider Causes of Action) to Catfish Queen; and Tropicana Entertainment Holdings, LLC will contribute all of its assets (other than the LLC interests of Tropicana Entertainment Intermediate Holdings, LLC, Intercompany Receivables, and Insider Causes of Action) to Tropicana Entertainment Intermediate Holdings, LLC;
  - 2. Aztar will contribute all of its assets (other than the stock of Ramada New Jersey Holdings Corporation, Aztar Development Corporation, and Aztar MO Gaming Corporation; the LLC interests of Aztar IN Gaming LLC, Tropicana Express, and Tropicana Las Vegas Holdings LLC; Intercompany Receivables; and Insider Causes of Action) to Tropicana Express; Aztar MO Gaming Corporation and Aztar IN Gaming LLC will contribute all of their assets (other than the LLC interests of Aztar Riverboat Holding Company LLC ("Aztar Riverboat Holding"), Intercompany Receivables, and Insider Causes of Action) to Aztar Riverboat Holding; and Tropicana Entertainment Intermediate Holdings LLC will contribute all of its assets (other than the LLC interests of Tropicana, Intercompany Receivables, and Insider Causes of Action) to Tropicana;

<sup>&</sup>lt;sup>2</sup> Unless otherwise noted herein, references to Entities will include the same defined term before and after the conversion to limited liability companies.

<sup>&</sup>lt;sup>3</sup> In accordance with the LandCo Plan, Hotel Ramada of Nevada Corporation will convert to an LLC at this time.

- 3. Tropicana will contribute all of its assets (other than the stock of Aztar and Tropicana Finance Corp.; the LLC interests of Greenville Riverboat LLC ("Greenville"), Baton Rouge, Tahoe Horizon, LLC ("Tahoe Horizon"), St. Louis Riverboat, Columbia Properties Tahoe, LLC ("MontBleu"), Columbia Properties Laughlin, LLC ("CP Laughlin"), CP St. Louis Casino, LLC ("CP St. Louis Casino") and Tropicana Express; Intercompany Receivables; and Insider Causes of Action) to Tahoe Horizon;
- 4. Aztar Riverboat Holding will assume all of the liabilities of Aztar Indiana Gaming Company, LLC ("Aztar IN Gaming Company") that are subject to compromise under the Plan; and Argosy and Jazz Enterprises will assume (in proportion to their partnership interests in Catfish Queen) all of the liabilities of Catfish Queen that are subject to compromise under the Plan;
- 5. Baton Rouge will assume all of the liabilities of Centroplex that are subject to compromise under the Plan; and Aztar MO Gaming Corporation and Aztar IN Gaming LLC will assume (in proportion to their ownership of Aztar Riverboat Holding) all of the liabilities of Aztar Riverboat Holding that are subject to compromise under the Plan (including those assumed by Aztar Riverboat Holding pursuant to step 4, above);
- 6. Tropicana will assume all of the liabilities of Tahoe Horizon, MontBleu, and CP Laughlin that are subject to compromise under the Plan; Aztar and Tropicana will assume (in proportion to their ownership of Tropicana Express) all of the liabilities of Tropicana Express that are subject to compromise under the Plan;
- 7. Reorganized OpCo Corporation will make a capital contribution of the Reorganized OpCo Securities to New Tropicana Holdings, the substantial majority of which will then be contributed to New Tropicana OpCo;
- 8. New Tropicana OpCo will immediately contribute a portion of the Reorganized OpCo Securities to New St. Louis Riverboat LLC and New Jazz Enterprises LLC;
- 9. Tropicana will transfer all of its Intercompany Interest in Greenville and 100% of the Intercompany Interests of Tahoe Horizon, MontBleu, CP Laughlin, and CP St. Louis Casino to New Tropicana OpCo in exchange for a portion of the Reorganized OpCo Securities;
- 10. Tropicana will transfer all of its Intercompany Interest in Tropicana Express to New Tropicana Holdings in exchange for a portion of the Reorganized OpCo Securities;
- 11. Aztar will transfer all of its Intercompany Interests in Tropicana Express to New Tropicana OpCo in exchange for a portion of the Reorganized OpCo Securities;
- 12. St. Louis Riverboat will transfer 100% of its assets to New St. Louis Riverboat LLC in exchange for a portion of the Reorganized OpCo Securities and the

assumption by New St. Louis Riverboat LLC of certain of the operating liabilities of St. Louis Riverboat;

- 13. Baton Rouge will transfer 100% of the Intercompany Interests of Centroplex to New Tropicana OpCo in exchange for a portion of the Reorganized OpCo Securities;
- 14. Jazz Enterprises will transfer 100% of its assets to New Jazz Enterprises LLC in exchange for a portion of the Reorganized OpCo Securities and the assumption by New Jazz Enterprises LLC of certain of the operating liabilities of Jazz Enterprises;
- 15. Argosy will transfer 1% of the Intercompany Interests in Catfish Queen to New Tropicana Holdings and any remaining Intercompany Interests in Catfish Queen that it holds to New Tropicana OpCo, both in exchange for a portion of the Reorganized OpCo Securities;
- 16. Aztar IN Gaming LLC will transfer 1% of the Intercompany Interests in Aztar Riverboat Holding to New Tropicana Holdings and 69% of the Intercompany Interests in Aztar Riverboat Holding to New Tropicana OpCo, both in exchange for a portion of the Reorganized OpCo Securities; Aztar MO Gaming Corporation will transfer the remaining 30% of such Intercompany Interests to New Tropicana OpCo in exchange for a portion of the Reorganized OpCo Securities;
- 17. Tropicana, Baton Rouge, Argosy, Jazz Enterprises, St. Louis Riverboat, Aztar, Aztar MO Gaming Corporation, and Aztar IN Gaming LLC will distribute the Reorganized OpCo Securities such Entities received from New Tropicana OpCo and New Tropicana Holdings to Holders of Claims entitled to receive such Reorganized OpCo Securities in accordance with the Plan in partial payment of such Claims;
- 18. The OpCo debtors will contribute the Insider Causes of Action to the Litigation Trust for the benefit of Holders of Claims entitled to receive the Litigation Trust Proceeds in accordance with the Plan in partial payment of such Claims;
- 19. Existing Interests in JMBS Casino LLC, Columbia Properties Vicksburg LLC, and CP Laughlin Realty LLC will be cancelled and new LLC interests in each LLC will be issued to New Tropicana OpCo; and
- 20. Any remaining Claims subject to compromise will be cancelled pursuant to the Plan.

# Exhibit 12

# Form of OpCo Exit Facility Term Sheet

THE FOLLOWING TERMS REMAIN SUBJECT TO FURTHER NEGOTIATION AND REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING TERMS AT ANY TIME IN ACCORDANCE WITH THE PLAN.

#### **DRAFT**

#### Tropicana Entertainment, LLC

#### Summary of Terms and Conditions of the Exit Credit Facility (the "<u>OpCo Exit Facility</u>" or the "<u>Facility</u>")

Tropicana Entertainment, LLC and certain of its debtor-affiliates (collectively, the "OpCo Debtors") have engaged in negotiations with several potential banks, financial institutions, and other institutional lenders with respect to the terms of the OpCo Exit Facility and have discussed the results of those negotiations with certain of the OpCo Debtors' prepetition lenders and their advisors. The following form term sheet provides an outline of terms for the OpCo Exit Facility developed as a result of these efforts. The OpCo Debtors intend to finalize the terms of the OpCo Exit Facility with the Lenders (as defined below), which will incorporate terms materially consistent with the terms set forth below, and intend to submit finalized documents when available.

Borrower:	New Tropicana Opco Corporation (the " <b>Company</b> " or the " <b>Borrower</b> "), formerly a debtor-in-possession under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the " <b>Bankruptcy Court</b> ").
Guarantors:	All obligations under the Facility will be unconditionally guaranteed (the " <b>Guarantee</b> ") by substantially all of the Company's existing and subsequently acquired or organized domestic subsidiaries, with certain exceptions to be agreed upon and subject to obtaining necessary regulatory approvals (the " <b>Guarantors</b> " and, together with the Borrowers, the " <b>Credit Parties</b> ").
Purpose/Use of Proceeds:	The proceeds of the Facility will be used to pay fees and expenses relating to the Facility and administrative expenses, to pay claims and other amounts pursuant to the Company's Plan of Reorganization, to repay certain existing indebtedness, including the Company's debtor- in-possession financing, and to provide for working capital and other general corporate purposes.
Sole Lead Arranger and Sole Bookrunner:	A reputable financial institution (in its capacities as Sole Lead Arranger and Sole Bookrunner, the " <b>Arranger</b> ") with experience in raising capital to companies in the gaming and real estate industries.
Administrative Agent:	An affiliate of the Arranger or a Lender reasonably satisfactory to the Borrower and the Arranger (in such capacity, the "Administrative Agent").
Lenders:	Banks, financial institutions and other institutional lenders selected by the Arranger in consultation with the Company (each, a "Lender" and, collectively, the "Lenders").
Type and	

Amount of Facilities:	The Facility shall provide for up to approximately \$[160.0] million of financing, which may include:	
	• a senior secured revolving credit facility (the " <b>Revolving Facility</b> "); and	
	• a senior secured term loan credit facility (the " <b>Term Loan</b> ").	
Availability	On terms to be agreed upon.	
Maturity:	The maturity date of the Facility will be (and all loans and obligations under the Facility shall be repaid in full on) the earliest of: (i) a date to be agreed upon which date shall be within the range of the third and fifth anniversary of the Closing Date (as defined below), and (ii) the acceleration of the loans and termination of the commitments in accordance with the terms of the Facility.	
Closing Date:	The date on which borrowings under the Facility are made, which shall be upon substantial consummation of the Company's Plan of Reorganization approved by the Bankruptcy Court pursuant to the confirmation order (the "Confirmation Order") (the "Closing Date").	
Swing Line Loans:	At the Borrower's option, a portion of the Facility to be agreed upon may be made available as swing line loans.	
Letters of Credit:	At the Borrower's option, a portion of the Facility to be agreed upon may be made available for the issuance of letters of credit by an issuing bank to be agreed (" <b>Letters of Credit</b> ").	
Interest Rate:	All amounts outstanding under the Facility will bear interest, at the Borrower's option, as follows:	
	(i) at the Base Rate plus a percentage <i>per annum</i> to be agreed upon; or	
	(ii) at the reserve adjusted Eurodollar Rate plus a percentage <i>per annum</i> to be agreed upon;	
	As used herein, the terms <b>"Base Rate"</b> and <b>"reserve adjusted Eurodollar Rate"</b> will have meanings customary for financings of this type, and the basis for calculating accrued interest and the interest periods for loans bearing interest at the reserve adjusted Eurodollar Rate will be customary for financings of this type. Notwithstanding the foregoing, at no time will the reserve adjusted Eurodollar Rate be less than a percentage <i>per annum</i> to be agreed upon. Interest on amounts not paid when due will accrue at a rate equal to the rate on loans bearing interest at the rate determined by reference to the Base Rate plus an additional percentage <i>per annum</i> to be agreed upon and shall be payable on demand.	

Fees:	Certain fees in amounts to be mutually agreed, which fees (or a portion thereof) may take the form of original issue discount, cash, or such other form of consideration agreed to by the Company, the Lenders and the Company's future equity holders.
Interest Payments:	Periodically, in arrears, for loans bearing interest with reference to the Base Rate; except as set forth below, on the last day of selected interest periods (which shall be one, two, three and six months) for loans bearing interest with reference to the reserve adjusted Eurodollar Rate (and at the end of every three months, in the case of interest periods of longer than three months); and upon prepayment, in each case payable in arrears and computed on the basis of a 360-day year (365/366 day year with respect to loans bearing interest with reference to the Base Rate).
Funding Protection:	Customary and appropriate for transactions of this type including breakage costs, gross-up for withholding, compensation for increased costs and compliance with capital adequacy and other regulatory restrictions.
Unused Line Fee:	Fee equal to a percentage <i>per annum</i> to be agreed upon multiplied by the daily average undrawn portion of the Revolving Facility (reduced by the amount of Letters of Credit issued and outstanding) to the extent actually available will accrue from the Closing Date and shall be payable quarterly in arrears.
Letters of Credit Fees:	A fee equal to (i) the applicable margin then in effect for loans bearing interest at the reserve adjusted Eurodollar Rate made under the Facility, multiplied by (ii) the average daily maximum aggregate amount available to be drawn under all Letters of Credit, will be payable quarterly in arrears to the Lenders under the Facility. In addition, a fronting fee, to be agreed upon between the issuer of each Letter of Credit and such Borrower, will be payable to such issuer, as well as certain customary fees assessed thereby.
Amortization:	The Term Loan will be payable in amounts and at times to be agreed upon.
Voluntary Prepayments:	The Facility may be prepaid in whole or in part subject to a 2.0% premium; <i>provided</i> that if such prepayment is not made on the last day of the related interest period, the Borrower shall also pay any related breakage costs.
Mandatory Prepayments:	Certain customary and appropriate mandatory prepayments shall be required (subject to certain basket amounts to be negotiated in the definitive Loan Documents) which shall include, without limitation, (i) asset sales, (ii) debt issuances and (iii) capital contributions.
Priority/Security:	All obligations of the Credit Parties to the Administrative Agent, the Lenders and any issuing bank under the Loan Documents, including all direct borrowings and Letters of Credit issued under the Facility,

	and any interest rate hedging obligations of the Borrower owed to a Lender or its affiliates, shall at all times be secured by a perfected lien on substantially all of the Credit Parties' personal, real and mixed property and assets (except as otherwise agreed to by the Arranger and subject, in each case, to obtaining necessary regulatory approvals).	
	out", such the owed to the Event of De and liquidati	ding the foregoing, the Revolving Facility shall be "first nat the proceeds of the collateral securing the obligations Lenders under the Facility shall, upon and following an fault and in the exercise of remedies of such obligations on of such collateral, be applied first to the obligations of nder the Revolving Facility.
<b>Representations and Warranties:</b>	and warranti	will contain customary and appropriate representations es by the Credit Parties (with appropriate thresholds and ppropriate for the facilities of this type).
Covenants:	The Facility will contain customary and appropriate affirmative and negative covenants by each of the Credit Parties (with respect to the Credit Parties and their subsidiaries), in each case with appropriate and necessary thresholds, carveouts and exceptions.	
Financial Covenants:	With levels and test periods to be agreed upon, (i) maximum total leverage ratio, (ii) minimum fixed charge coverage ratio and (iii) maximum capital expenditures, tested at intervals to be mutually agreed.	
Events of Default:	The Facility will include customary and appropriate events of default (subject, in each case, to materiality thresholds, and customary notice and grace periods to be agreed upon).	
Conditions Precedent to Initial Borrowings:	The several obligations of the Lenders to make, or cause one of their respective affiliates to make, loans and other extensions of credit under the Facility on the Closing Date will be subject to customary closing conditions precedent to be agreed upon, including, without limitation, the following conditions precedent:	
	1. <u>Bar</u>	nkruptcy Issues.
	(a)	The Bankruptcy Court shall have entered the Confirmation Order;
	(b)	The Confirmation Order shall not have been reversed, modified, amended, stayed or vacated;
	(c)	The Credit Parties shall be in compliance with the Confirmation Order; and

- (d) As of the Closing Date, the Plan of Reorganization shall have been substantially consummated.
- 2. Concurrent Transactions.
- (a) On the Closing Date, the Borrower's existing debtor-inpossession credit facility shall have been repaid in full, all commitments relating thereto shall have been terminated, and all liens or security interests related thereto shall have been terminated or released, in each case on terms reasonably satisfactory to the Arranger
- 3. Performance of Obligations.
- (a) All costs, fees, expenses related to the Facility that are payable to the Arranger, the Administrative Agents or the Lenders shall have been paid to the extent due;
- (b) No Event of Default shall exist; and
- (c) Representations and warranties shall be true and correct in all material respects.
- 4. Customary Closing Documents.
- (a) The Arranger shall be reasonably satisfied that the Company has complied with the following additional closing conditions: (i) the delivery of legal opinions, corporate records and documents from public officials, lien searches and officer's certificates; and (ii) evidence of authority; and
- (b) The Administrative Agent and the Arranger shall have received from the Credit Parties executed Loan Documents and related security and closing documents reasonably satisfactory in form and substance to the Administrative Agent, the Arranger and the Borrower.
- **Conditions to All Borrowings:** The conditions to all borrowings will include requirements relating to prior written notice of borrowing, the accuracy of representations and warranties, the absence of any default or potential event of default, and will otherwise be customary and appropriate for financings of this type.
- Assignments and Participations: The Facility will provide customary and appropriate provisions relating to assignments, participations and related matters in a form reasonably satisfactory to the Arranger, the Administrative Agent, the Lenders and the Borrower.
- Amendments: The Facility will provide customary and appropriate provisions relating to amendments and related matters in a form reasonably

	satisfactory to the Arranger, the Administrative Agent, the Lenders and the Borrower.
Taxes:	The Facility will provide customary and appropriate provisions relating to taxes and related matters in a form reasonably satisfactory to the Arranger, the Administrative Agent, the Lenders and the Borrower.
Indemnity:	The Facility will provide customary and appropriate provisions relating to indemnity and related matters in a form reasonably satisfactory to the Arranger, the Administrative Agent, the Lenders and the Borrower.
Governing Law and	
Jurisdiction:	The Facility will provide that the Credit Parties will submit to the non- exclusive jurisdiction and venue of courts in any state or federal court of competent jurisdiction in the state, county and city of New York; and shall waive any right to trial by jury. New York law shall govern the Loan Documents.

## Exhibit 13

## Form of OpCo Warrant Agreement

THE ATTACHED DOCUMENT REPRESENTS THE MOST CURRENT DRAFT OF THE OPCO WARRANT AGREEMENT AS OF THE DATE HEREOF AND REMAINS SUBJECT TO FURTHER NEGOTIATION AND REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING DOCUMENT AT ANY TIME IN ACCORDANCE WITH THE PLAN.

#### REORGANIZED OPCO CORPORATION

THIS WARRANT WAS ORIGINALLY ISSUED ON [•], 2009 PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF SECTION 5 OF THE SECURITIES ACT OF 1933. AS AMENDED (THE "ACT") PURSUANT TO SECTION 1145 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101-1532 (THE "BANKRUPTCY CODE"), AND NEITHER THIS WARRANT NOR THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE ACT OR ANY STATE SECURITIES LAW. TO THE EXTENT THE REGISTERED HOLDER OF THIS WARRANT OR THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT IS AN "UNDERWRITER" (AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE), SUCH SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION THE ACT OR AN STATEMENT UNDER EXEMPTION FROM THIS WARRANT IS SUBJECT TO **REGISTRATION THEREUNDER.** CERTAIN TRANSFER AND OTHER RESTRICTIONS SET FORTH HEREIN. AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT ARE SUBJECT TO CERTAIN TRANSFER AND OTHER RESTRICTIONS PURSUANT TO CERTAIN "GAMING LAWS" (AS DEFINED HEREIN). THE ISSUER HEREOF (AS DEFINED BELOW, THE "COMPANY") RESERVES THE RIGHT TO REFUSE THE TRANSFER OF THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT EXCEPT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS WARRANT, A COPY OF WHICH SHALL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE REGISTERED HOLDER HEREOF UPON WRITTEN REQUEST.

THE COMPANY IS CURRENTLY LICENSED OR REGISTERED OR HAS APPLIED FOR A LICENSE OR REGISTRATION WITH CERTAIN "GAMING AUTHORITIES" (AS DEFINED HEREIN) AND IS SUBJECT TO CERTAIN GAMING LAWS. THE PURPORTED SALE, ASSIGNMENT, TRANSFER, RESTRICTION OF TRANSFER, PLEDGE, NEGATIVE PLEDGE. GRANTING OF ANY OPTION TO PURCHASE OR OTHER SIMILAR TRANSACTION INVOLVING SUCH WARRANT SHALL BE INEFFECTIVE UNLESS IN ACCORDANCE WITH THE APPLICABLE GAMING LAWS WHICH MAY INCLUDE PRIOR APPROVAL OF ONE OR MORE GAMING AUTHORITIES. IF AT ANY TIME A REGISTERED HOLDER HEREOF BECOMES AN "UNSUITABLE PERSON" (AS DEFINED HEREIN), THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT SHALL BE SUBJECT TO REPURCHASE PURSUANT TO THE TERMS SET FORTH HEREIN. BEGINNING ON THE DATE WHEN A GAMING AUTHORITY SERVES NOTICE OF UNSUITABILITY UPON THE COMPANY, OR THE DATE WHEN THE REGISTERED HOLDER OTHERWISE BECOMES AN UNSUITABLE PERSON, IT SHALL BE UNLAWFUL FOR THE UNSUITABLE PERSON: (A) TO RECEIVE ANY DIVIDEND OR INTEREST OR ANY PAYMENT OR DISTRIBUTION OF ANY KIND, INCLUDING OF ANY SHARE OF THE DISTRIBUTION OF PROFITS OR CASH OR ANY OTHER PROPERTY, OR PAYMENTS UPON DISSOLUTION, FROM THE COMPANY, OTHER THAN A RETURN OF CAPITAL AS REQUIRED ABOVE; (B) TO EXERCISE DIRECTLY OR THROUGH ANY PROXY, TRUSTEE OR NOMINEE ANY VOTING RIGHT CONFERRED BY THE REGISTERED HOLDER'S INTEREST IN THE COMPANY; (C) TO PARTICIPATE IN THE MANAGEMENT OF THE COMPANY; (D) TO RECEIVE ANY REMUNERATION (OTHER THAN THE REPURCHASE PRICE) IN ANY FORM FROM THE COMPANY OR FROM ANY COMPANY HOLDING A GAMING LICENSE FOR SERVICES RENDERED OR OTHERWISE; OR (E) TO CONTINUE IN AN OWNERSHIP OR ECONOMIC INTEREST IN THE COMPANY OR ANY "<u>AFFILIATED</u> <u>COMPANY</u>" (AS DEFINED HEREIN).

IN ADDITION, THE SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE OF THIS WARRANT ARE SUBJECT TO RESTRICTIONS AND RIGHTS OF REPURCHASE CONTAINED IN THE COMPANY'S ARTICLES OF INCORPORATION, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

# REORGANIZED OPCO CORPORATION

## STOCK PURCHASE WARRANT

Date of Issuance:

Certificate No. W-\_\_\_

FOR VALUE RECEIVED, Reorganized OpCo Corporation, a Delaware corporation (the "<u>Company</u>"), hereby grants to \_\_\_\_\_\_\_ or its registered assigns (the "<u>Registered Holder</u>") the right to purchase from the Company \_\_\_\_\_\_ shares of common stock, par value \$0.01 per share (the "<u>Common Stock</u>"), as shall from time to time be reduced or increased in accordance with the terms of this Reorganized OpCo Corporation Stock Purchase Warrant (the "<u>Warrant</u>"), less the number of shares of Common Stock already issued in connection with partial exercises of this Warrant, at a per share purchase price equal to \$\_\_\_\_\_\_ (the "<u>Exercise Price</u>"). This Warrant is issued pursuant to the terms of the First Amended Joint Plan of Reorganization of Tropicana Entertainment, LLC and Certain of Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code (the "<u>Plan</u>"). Certain capitalized terms used herein are defined in <u>Section 3</u> hereof. The amount and kind of securities obtainable pursuant to the rights granted hereunder and the purchase price for such securities are subject to adjustment pursuant to the provisions contained in this Warrant.

[For tax purposes, the value of this Warrant as of the date hereof is \$\_\_\_\_\_.]

This Warrant is subject to the following provisions:

Section 1. <u>Exercise of Warrant</u>.

1A. <u>Exercise Period</u>. Subject to Section 1B and Section 1E hereof, the Registered Holder may exercise, in whole or in part (but not as to a fractional share of Common Stock), the purchase rights represented by this Warrant at any time and from time to time after the Date of Issuance through 5:00 p.m. prevailing Eastern time on \_\_\_\_\_ (the "<u>Exercise Period</u>").

1B. Exercise Procedure.

(i) This Warrant shall be deemed to have been exercised when the Company has received all of the following items (the "<u>Exercise of the Warrant</u>"):

(a) a completed Exercise Agreement, as described in <u>Section 1C</u> below, (an "<u>Exercise Agreement</u>") executed by the Person exercising all or part of the purchase rights represented by this Warrant (the "<u>Purchaser</u>");

(b) this Warrant;

(c) if this Warrant is not registered in the name of the Purchaser, an Assignment or Assignments in the form set forth in <u>Exhibit II</u> hereto evidencing the assignment of this Warrant to the Purchaser, in which case the Registered Holder shall have complied with the provisions set forth in <u>Section 5</u> hereof, and the amount of any tax or taxes which may be payable in respect of any transfer, in lawful money of the United States of America either by certified or official bank check made payable to the order of the Company (or if agreed to in the sole and absolute discretion of the Company, by wire transfer in immediately available funds to an account arranged with the Company prior to exercise), or evidence to the satisfaction of the Company that such tax has been paid;

(d) either (1) the Aggregate Exercise Price, in lawful currency of the United States of America either by certified or official bank check made payable to the order of the Company (or if agreed to in the sole and absolute discretion of the Company, by wire transfer in immediately available funds to an account arranged with the Company prior to exercise); or (2) if and only if the Common Stock is then Listed Common Stock (defined below), a written notice to the Company that the Purchaser is exercising this Warrant on a "cashless exercise" basis by authorizing the Company to withhold from issuance a number of shares of Common Stock otherwise issuable upon such exercise of this Warrant which, when multiplied by the Listed Fair Value (defined below) of the Common Stock on the date of exercise, is equal to the Aggregate Exercise Price (and such withheld shares shall no longer be issuable under this Warrant), and

(e) the materials required under <u>Section 1E</u> hereof.

(ii) Certificates for shares of Common Stock purchased upon exercise of this Warrant shall be delivered by the Company to the Purchaser within three business days after the date of the Exercise of the Warrant. Unless this Warrant has expired or all of the purchase rights represented hereby have been exercised, the Company shall prepare a new Warrant, substantially identical hereto, representing the rights formerly represented by this Warrant which have not expired or been exercised and shall, within such three business-day period, deliver such new Warrant to the Person designated for delivery in the Exercise Agreement.

(iii) Subject to clause (vi) of this <u>Section 1B</u>, the Common Stock issuable upon the exercise of this Warrant shall be deemed to have been issued to the Purchaser at the time of the Exercise of the Warrant (the "<u>Exercise Time</u>"), and the Purchaser shall be deemed for all purposes to have become the record holder of such Common Stock at the Exercise Time.

(iv) The issuance of certificates for shares of Common Stock upon exercise of this Warrant shall be made without charge to the Registered Holder or the Purchaser for any issuance tax in respect thereof or other cost incurred by the Company in connection with such exercise and the related issuance of shares of Common Stock. Each share of Common Stock issuable upon exercise of this Warrant shall, upon payment of the Exercise Price therefor, be validly issued, fully paid and nonassessable and free from all preemptive rights, taxes, liens and charges with respect to the issuance thereof.

(v) The Company shall not close its books against the transfer of this Warrant or of any share of Common Stock issued or issuable upon the exercise of this Warrant in any manner which interferes with the timely exercise of this Warrant.

(vi) Notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with a registered public offering or the sale of the Company, the exercise of any portion of this Warrant may, at the election of the Registered Holder hereof, be conditioned upon the consummation of the public offering or sale of the Company in which case such exercise shall not be deemed to be effective until the consummation of such transaction.

(vii) The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of issuance upon the exercise of the Warrant, such number of shares of Common Stock issuable upon the exercise of the Warrant. All shares of Common Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all preemptive rights, taxes, liens and charges. The Company shall not take any action which would (a) cause the number of authorized but unissued shares of Common Stock to be less than the number of such shares required to be reserved hereunder for issuance upon exercise of the Warrants, or (b) prevent the Company from lawfully issuing such shares of Common Stock. Nothing in this subsection shall be read to prevent any transaction described in <u>Section 2E</u>.

1C. <u>Exercise Agreement</u>. Upon any exercise of this Warrant, the Exercise Agreement shall be substantially in the form set forth in Exhibit I hereto, except that if the shares

of Common Stock are not to be issued in the name of the Person in whose name this Warrant is registered, the Exercise Agreement shall also state the name of the Person to whom the certificates for the shares of Common Stock are to be issued, and if the number of shares of Common Stock to be issued does not include all the shares of Common Stock purchasable hereunder, it shall also state the name of the Person to whom a new Warrant for the unexercised portion of the rights hereunder is to be delivered. Such Exercise Agreement shall be dated the actual date of execution thereof.

1D. <u>Fractional Shares</u>. If a fractional share of Common Stock would, but for the provisions of Section 1A hereof, be issuable upon exercise of the rights represented by this Warrant, the Company shall, within three business days after the date of the Exercise Time, deliver to the Purchaser a check payable to the Purchaser in lieu of such fractional share in an amount equal to the difference between the Fair Value of such fractional share as of the date of the Exercise Time and the Exercise Price of such fractional share.

1E. Exercise Subject to Gaming Approval. Notwithstanding any other provision of this Warrant, the Registered Holder of this Warrant may only exercise this Warrant upon receipt of any and all required gaming approvals, including without limitation, findings of suitability or licensing requirements from the applicable Gaming Authorities, or waivers or exemptions from such required gaming approvals (collectively, the "Gaming Approvals"). The costs of obtaining Gaming Approval and meeting any other requirements that the Gaming Authorities may impose in connection with such exercise shall be borne solely by the Registered Holder. The Company may require, as a condition to the exercise of this Warrant, that the Registered Holder either (a) certify to the Company that, upon exercise of this Warrant, the Registered Holder will be the beneficial owner of less than five percent (5%) of the outstanding Common Stock, or (b) submit proof of having obtained the requisite Gaming Approvals or an opinion of counsel, reasonably satisfactory to the Company, that no Gaming Approvals are required. For purposes of this Section 1E, beneficial ownership shall be determined in accordance with Rule 13d-3 under the Exchange Act.

Section 2. <u>Adjustment of Exercise Price and Number of Shares of Common</u> <u>Stock Issuable</u>. The Exercise Price and the number of shares of Common Stock issuable upon the exercise of this Warrant are subject to adjustment from time to time upon the occurrence of the events enumerated in this <u>Section 2</u>, without duplication.

2A. <u>Adjustment for Change in Capital Stock</u>. If on or after the date of this Date of Issuance and during the Exercise Period, the Company:

(i) pays a dividend in shares of Common Stock or makes a distribution on its Common Stock in shares of Common Stock;

(ii) subdivides its outstanding shares of Common Stock into a greater number of shares (other than upon a reclassification to which clause (vi) of this <u>Section 2A</u> or <u>Section 2E</u> hereof applies);

(iii) combines its outstanding shares of Common Stock into a smaller number of shares (other than upon a reclassification to which clause (vi) of this <u>Section 2A</u> or <u>Section 2E</u> hereof applies);

(iv) makes a distribution on its Common Stock in shares of its capital stock other than Common Stock;

(v) makes a distribution on its Common Stock in debt securities, assets or other property of the Company; or

(vi) issues by reclassification of its Common Stock any shares of its capital stock (including any such reclassification in connection with a consolidation or merger of the Company in which the Company is the surviving entity but excluding any reclassification in which property other than shares of capital stock is issued (in which event <u>Section 2E</u> hereof shall apply)),

then the number of shares of Common Stock or other shares of capital stock of the Company receivable upon exercise of this Warrant immediately prior thereto shall be adjusted so that the Registered Holder shall be entitled upon exercise to receive the kind and number of shares of Common Stock or other shares of capital stock of the Company, debt securities, assets or other property that the Registered Holder would have been entitled to receive upon the happening of any of the events described above, had such Warrant been exercised immediately prior to the happening of such event or any record date with respect thereto. An adjustment made pursuant to this <u>Section 2A</u> shall become effective immediately after the effective date of such event retroactive to the record date, if any, for such event.

2B. <u>Adjustment of Exercise Price</u>. Whenever the number of shares of Common Stock or other shares of capital stock of the Company receivable upon the exercise of any Warrant is otherwise required to be adjusted as provided in <u>Section 2A</u> or <u>Section 2E</u> hereof, the Exercise Price payable per share of Common Stock upon exercise of such Warrant shall be adjusted by multiplying such Exercise Price immediately prior to such adjustment by a fraction, of which the numerator shall be the number of shares of Common Stock receivable upon the exercise of such Warrant immediately prior to such adjustment, and of which the denominator shall be the number of shares of Common Stock, or, where clause (iv), (v) pr (vi) of <u>Section 2A</u> hereof applies and shares of capital stock (other than solely Common Stock), debt securities, assets or other property become so receivable, the number of shares of Common Stock equivalent to such shares of capital stock, debt securities, assets or other property based on the relative Fair Value thereof so receivable immediately thereafter.

If after an adjustment the Registered Holder, upon exercise of the Warrant, may receive shares of two or more classes or series of capital stock of the Company, the Company, in good faith, shall determine as the adjusted Exercise Price for each share of capital stock (other than Common Stock) so receivable an amount equal to the Exercise Price per share of Common Stock as adjusted pursuant to the preceding paragraph, multiplied by a fraction the denominator of which is the Fair Value of a share of Common Stock and the numerator of which is the Fair Value of such share of other capital stock. After such allocation, the exercise privilege and the Exercise Price of each class or series of capital stock shall thereafter again be subject to adjustment on terms comparable to those applicable to shares of Common Stock in this Section  $\underline{2}$ .

2C. <u>When No Adjustment Required</u>. No adjustment need be made to the Exercise Price or the number of shares of Common Stock issuable upon exercise of this Warrant except as expressly provided in <u>Section 2A</u> and <u>Section 2B</u> hereof. Without limiting the generality of the foregoing, no adjustment need be made for any of the following:

(i) the issuance of securities by the Company on the Effective Date or pursuant to the Plan;

(ii) the issuance of options, equity or equity-based grants or other securities in connection with the OpCo Management and Director Equity Incentive Program; or

(iii) a change in the par value or the elimination of the par value of the Common Stock.

To the extent the Warrants become exercisable into cash pursuant to the provisions of <u>Section 2E</u> hereof, no adjustment need be made thereafter as to the cash. Interest will not accrue on the cash.

2D. <u>The Company Determination Final</u>. Any determination that the Company must make pursuant to this <u>Section 2</u> is (absent manifest error) conclusive if such determination is made in good faith.

2E. <u>Changes in Common Stock</u>. In case at any time or from time to time while the Warrants remain outstanding and unexpired in whole or in part, the Company shall be a party to or shall otherwise engage in any transaction or series of related transactions constituting:

(i) a merger of the Company into, a consolidation of the Company with, or a sale of all or substantially all of the Company's assets to, any other Person (a "<u>Non-Surviving</u> <u>Transaction</u>"); or

(ii) (a) any reclassification of the Common Stock into securities or other property (other than solely into shares of capital stock of the Company, in which event Section 2A(vi) hereof shall apply), (b) any merger of another Person into the Company in which the previously outstanding shares of Common Stock shall be cancelled, reclassified or converted or changed into or exchanged for securities of the Company or other property (including cash) or (c) any combination of the foregoing (other than solely into or for shares of capital stock of the Company, in which event Section 2A(vi) hereof shall apply) (each, a "Surviving Transaction" and, together with any Non-Surviving Transaction, sometimes referred to hereafter as a "Transaction"), then, as a condition to the consummation of such Transaction, the Company shall (or, in the case of any Non-Surviving Transaction, the Company shall cause such other Person to) execute and deliver to the Registered Holder a written instrument (a "Replacement Warrant") with terms substantially similar to this Warrant; provided that the Replacement Warrant shall be exercisable:

(x) into only the securities or other property (the "<u>Substituted Property</u>") that would have been receivable upon such Transaction by a registered holder of the number of shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction, in lieu of the Common Stock issuable upon such exercise prior to such consummation, assuming (except in the case of a reclassification) such registered holder of Common Stock:

(I) is not a Person (1) with which the Company consolidated, (2) into which the Company merged or which merged into the Company or (3) to which such sale or transfer was made, as the case may be (a "<u>Constituent Person</u>"), or an affiliate of a Constituent Person; and

(II) (1) failed to exercise his rights of election, if any, as to the kind or amount of securities, cash and other property receivable upon such Transaction (provided that if the kind or amount of securities, cash and other property receivable upon such Transaction is not the same for each share of Common Stock held immediately prior to such Transaction by other than a Constituent Person or an affiliate thereof and in respect of which such rights of election shall not have been exercised (the "<u>Non-Electing Share</u>"), then, for the purposes of this <u>Section 2E</u>, the kind and amount of securities, cash and other property receivable upon such Transaction by each Non-Electing Share shall be deemed to be the kind and amount so receivable per share by a plurality of the Non-Electing Shares); and (2) if there are no Non-Electing Shares, then the kind and amount of securities, cash and other property receivable upon such Transaction by a plurality of holders of Common Stock upon such Transaction; and

(y) at an Exercise Price for such Substituted Property equal to the Aggregate Exercise Price payable by such Registered Holder for all such shares of Common Stock into which such Warrant was exercisable immediately prior to such Transaction.

The Replacement Warrant shall provide for adjustments which, for events subsequent to the effective date of such Replacement Warrant, shall be as nearly equivalent as may be practicable to the adjustments provided for in this <u>Section 2</u>. The above provisions of this <u>Section 2E</u> shall similarly apply to successive Transactions.

2F. Notice of Certain Transactions. If:

(i) the Company proposes to take any action that would require an adjustment to the Exercise Price or the number of shares of Common Stock or other shares of capital stock receivable upon exercise of Warrants pursuant to <u>Section 2A</u> or <u>Section 2B</u> hereof; or

(ii) there is a proposed liquidation or dissolution of the Company,

then the Company shall use its reasonable efforts to mail to the Registered Holder a notice stating the proposed record date for a dividend or distribution or the proposed effective date of a subdivision, combination, reclassification, consolidation, merger, liquidation or dissolution. The

Company shall mail the notice at least fifteen (15) days before such date. Failure to mail the notice or any defect in it shall not affect the validity of the transaction.

Section 3. <u>Definitions</u>. The following terms have meanings set forth below:

"<u>Affiliate</u>" shall have the meaning ascribed to such term in Rule 12b–2 promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

"<u>Affiliated Companies</u>" shall mean those corporations, limited liability companies, partnerships, trusts, or other entities that are Affiliates of the Corporation that are registered or licensed under applicable Gaming Laws.

"<u>Aggregate Exercise Price</u>" means an amount equal to the product of the Exercise Price multiplied by the number of shares of Common Stock being purchased upon such exercise.

"<u>Company Debt Securities</u>" means any debt securities of the Company having such terms and conditions as shall be approved by the Company and, which, shall comprise all or a portion of the repurchase price.

"<u>Fair Value</u>" shall mean the value of this Warrant or the securities, assets or other property, issued pursuant to the exercise of this Warrant as determined in good faith by the Board of Directors of the Company; provided, however, if at any time such securities are traded on a securities exchange or through the Nasdaq National Market ("<u>Listed Common Stock</u>"), then the "Fair Value" shall be deemed to be the closing price of the securities on such exchange or quotation system, or, if there has been no sales on any such exchange or quotation system on any day, the average of the highest bid and lowest asked prices on such exchange or quotation system as of 4:00 p.m., New York time (the "Listed Fair Value").

"<u>Gaming</u>" or "<u>Gaming Activities</u>" shall mean the conduct of gaming and gambling activities, race books and sports pools, or the use of gaming devices, equipment and supplies in the operation of a casino, simulcasting facility, card club or other enterprise, including, without limitation, slot machines, gaming tables, cards, dice, gaming chips, player tracking systems, cashless wagering systems and related and associated equipment and supplies.

"<u>Gaming Authorities</u>" shall mean all Governmental Authorities with authority over Gaming within any Gaming Jurisdiction, and shall include all Liquor Authorities.

"<u>Gaming Jurisdictions</u>" shall mean all jurisdictions, domestic and foreign, and their political subdivisions, in which Gaming Activities are lawfully conducted.

"<u>Gaming Laws</u>" shall mean all laws, statutes and ordinances pursuant to which any Gaming Authority possesses regulatory and licensing authority over Gaming within any Gaming Jurisdiction, all orders, decrees, rules and regulations over Gaming promulgated by such Gaming Authority thereunder, all written and unwritten policies of the Gaming Authorities, and all interpretations by the Gaming Authorities of laws, statutes, ordinances, rules and regulations. "<u>Gaming Licenses</u>" shall mean all licenses, permits, approvals, authorizations, registrations, findings of suitability, franchises and entitlements issued by a Gaming Authority necessary for or relating to the conduct of Gaming Activities.

"<u>Governmental Authority</u>" shall mean any government or any agency, public or regulatory authority, licensing body, instrumentality, department, commission, court, arbitrator, ministry, tribunal or board of any government or political subdivision thereof, in each case, whether foreign or domestic and whether national, federal, tribal, state, regional, local or municipal.

"<u>Liquor Authorities</u>" shall mean all Governmental Authorities with regulatory and licensing authority over the sale or service of alcoholic beverages within any Gaming Jurisdiction.

"Liquor Laws" shall mean all laws, statutes, ordinances and regulations pursuant to which any Governmental Authority possesses regulatory and licensing authority over the sale or service of alcoholic beverages within any Gaming Jurisdiction, all rules and regulations promulgated by such Governmental Authority thereunder, all written and unwritten policies of the Liquor Authorities, and all interpretations by the Liquor Authorities of laws, statutes, ordinances, rules and regulations.

"<u>Liquor License</u>" shall mean all licenses, permits, approvals, authorizations, registrations, findings of suitability, franchises and entitlements issued by a Liquor Authority necessary for or relating to the sale or service of alcoholic beverages within any Gaming Jurisdiction.

"<u>Ownership or Control</u>" (and derivatives thereof) shall mean (i) ownership of record, (ii) "beneficial ownership" as defined in Rule 13d–3 or Rule 16a-1(a)(2) promulgated by the SEC under the Exchange Act, (iii) the power to direct and manage, by agreement, contract, agency or other manner, the voting or management rights or disposition of securities of the Company, and/or (iv) definitions of ownership or control under applicable Gaming Laws.

"<u>Person</u>" shall mean an individual, partnership, corporation, limited liability company, trust or other entity.

"<u>Redemption Date</u>" shall mean the date by which the securities Owned or Controlled by an Unsuitable Person are to be redeemed by the Company.

"<u>Redemption Notice</u>" shall mean that notice of redemption sent by the Company to an Unsuitable Person (or an Affiliate thereof) if a Gaming Authority requires the Company, or the Company, in its sole and absolute discretion, deems it necessary or advisable, to redeem such Unsuitable Person's securities. Each Redemption Notice shall set forth: (i) the Redemption Date; (ii) the number of shares of securities to be redeemed; (iii) the Redemption Price and the manner of payment therefor; (iv) the place where certificates for such shares shall be surrendered for payment; and (v) any other requirements of surrender of the certificates, including how they are to be endorsed, if at all. "<u>Redemption Price</u>" shall mean the per share price for the repurchase of this Warrant, or securities issuable upon exercise of this Warrant, pursuant to <u>Section 7</u> hereof, which shall be that price (if any) required by the Gaming Authority making the finding of unsuitability to be paid, or if such Gaming Authority does not require a certain price per share to be paid, the Redemption Price shall be equal to the lesser of the Fair Value of the Repurchase Securities on the Date of Issuance or the Fair Value of the Repurchase Securities on the Redemption Date.

"Unsuitable Person" shall mean a Person who Owns or Controls any securities of the Company or any securities of or interest in any Affiliated Company (i) that is determined by a Gaming Authority, or that has been notified by the staff of a Gaming Authority that it will recommend that the Gaming Authority determine the Person to be, unsuitable, unqualified or disqualified to Own or Control such securities or unsuitable to be connected with a Person engaged in Gaming Activities in that Gaming Jurisdiction, or (ii) who causes the Company or any Affiliated Company to lose or have modified, or to be threatened with the loss, suspension, condition or modification of, or who, in the sole discretion of the Board of Directors of the Company, is deemed likely to jeopardize the Company or any Affiliated Company's right to the use of or entitlement to or ability to reinstate any Gaming License or Liquor License.

Other capitalized terms used in this Warrant but not defined herein shall have the meanings set forth in the Plan.

Section 4. <u>No Voting Rights; Limitations of Liability</u>. This Warrant shall not entitle the Registered Holder hereof to any voting rights or other rights as a stockholder of the Company. No provision hereof, in the absence of affirmative action by the Registered Holder to purchase Common Stock, and no enumeration herein of the rights or privileges of the Registered Holder shall give rise to any liability of such Registered Holder for the Exercise Price of Common Stock acquirable by exercise hereof or as a stockholder of the Company.

Section 5. <u>Assignment/Transfer of Warrants</u>. Subject to the transfer conditions referred to in the legend endorsed hereon, this Warrant and all rights hereunder are transferable, in whole or in part, without charge to the Registered Holder, upon surrender of this Warrant with a properly executed Assignment (in the form of <u>Exhibit II</u> hereto) at the principal office of the Company. The Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issue of any Warrant or any Common Stock in a name other than that of the Registered Holder of this Warrant, and the Company shall not be required to issue or deliver such Warrant or the Common Stock upon exercise of this Warrant unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

Section 6. <u>Repurchase of Warrants</u>. If at any time a Gaming Authority finds that a Registered Holder hereof is an Unsuitable Person, or the Board of Directors of the Company in its sole and absolute discretion deems it necessary or advisable, this Warrant and the securities issuable upon exercise of this Warrant (together, the "<u>Repurchase Securities</u>") shall be subject to repurchase by the Company at any time at the sole discretion of the Company. The terms and conditions of such repurchase shall be as follows:

- 1. the Company shall serve a Redemption Notice on the Registered Holder and shall purchase this Warrant or the securities issuable upon exercise of this Warrant on the Redemption Date and for the Redemption Price set forth in the Redemption Notice;
- 2. from and after the Redemption Date, such securities shall no longer be deemed to be outstanding and all rights of the Unsuitable Person or any Affiliate of the Unsuitable Person therein, other than the right to receive the Redemption Price, shall cease;
- 3. the Unsuitable Person shall surrender the certificates for any securities to be redeemed in accordance with the requirements of the Redemption Notice;
- 4. the Redemption Price may be paid in cash, or Company Debt Securities, or both, as required by the applicable Gaming Authority and, if not so required, as the Company elects in its sole discretion;
- 5. if less than all of the Repurchase Securities held or otherwise owned by a Registered Holder are to be repurchased, the Repurchase Securities to be repurchased shall be selected in such manner as shall be determined by the

Company's in its sole discretion, which may include selection of the most recently acquired Repurchase Securities, selection of Repurchase Securities by lot, or selection of Repurchase Securities in such other manner as shall be determined by the Company;

- 6. beginning on the date when a Gaming Authority serves notice of unsuitability on the Company, or the date when the Registered Holder hereof otherwise become an Unsuitable Holder, it shall be unlawful for the Unsuitable Holder (a) to receive any dividend or interest or any payment or distribution of any kind, including of any share of the distribution of profits or cash or any other property, or payments upon dissolution, from the Company, other than a return of capital as required above, (b) to exercise directly or through any proxy, trustee or nominee any voting right conferred by the Registered Holder's interest in the company, (c) to participate in the management of the Company or (d) to receive any remuneration (other than the Repurchase Price) in any form the Company or from any company holding a gaming license for services rendered or otherwise; and
- 7. other such terms and conditions as the Company shall determine in its sole discretion.

Section 7. Warrant Exchangeable for Different Denominations. This Warrant is exchangeable, upon the surrender hereof by the Registered Holder at the principal office of the Company, for two or more new Warrants of like tenor representing in the aggregate the purchase rights hereunder, and each of such new Warrant shall represent such portion of such rights as is designated by the Registered Holder at the time of such surrender, subject to the Denomination Restrictions described below. The date the Company initially issues this Warrant shall be deemed to be the "Date of Issuance" hereof regardless of the number of times new certificates representing the unexpired and unexercised rights formerly represented by this Warrants shall be issued. All Warrants representing portions of the rights hereunder are referred to herein as the "Warrant." In no event shall new Warrants be issued representing less than the right to purchase 100 shares of Common Stock (which number shall be decreased proportionally for any stock combinations described in Section 2B), nor may any new Warrants be issued representing the right to purchase fractional shares of Common Stock, unless the old Warrant being exchanged represented the right to purchase such fractional shares, in which case one new Warrant may represent the right to purchase the same fractional shares as the old Warrant (together, these are the "Denomination Restrictions").

Section 8. <u>Replacement</u>. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the Registered Holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing this Warrant, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Company (provided that if the Registered Holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Company shall (at its expense) execute and

deliver in lieu of such certificate a new certificate of like kind representing the same rights represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 9. <u>Notices</u>. Except as otherwise expressly provided herein, all notices referred to in this Warrant shall be in writing and shall be delivered personally, sent by reputable overnight courier service (charges prepaid) or sent by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so delivered, sent or deposited in the U.S. Mail (i) to the Company, at its principal executive offices, and (ii) to the Registered Holder of this Warrant, at such Registered Holder's address as it appears in the records of the Company (unless otherwise indicated by any such Registered Holder).

Section 10. <u>Amendment and Waiver</u>. This Warrant is one of a series of warrants originally exercisable for an aggregate of [•] shares of Common Stock issued by the Company on [•], 2009 (the "<u>Reorganization Warrants</u>"). The provisions of this Warrant may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of either (a) the Registered Holder of this Warrant or (b) the Registered Holders of Reorganization Warrants representing at least 75% of the shares of Common Stock obtainable upon exercise of the Reorganization Warrants; provided that no such action may change the Exercise Price of this Warrant or the number of shares or class of stock obtainable upon exercise of this Warrant without the written consent of the Registered Holder of this Warrant.

Section 11. <u>Descriptive Headings; Governing Law</u>. The descriptive headings of the several Sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. The corporation laws of the State of Delaware shall govern all issues concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by the internal law of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

\* \* \* \*

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed and attested by its duly authorized officers and to be dated the Date of Issuance hereof.

By\_\_\_\_\_

Its \_\_\_\_\_

Attest:

Secretary

#### EXERCISE AGREEMENT

To:

The undersigned, pursuant to the provisions set forth in the attached Warrant (Certificate No. W-), hereby agrees to subscribe for the purchase of shares of the Common Stock covered by such Warrant and makes payment herewith in full therefor at the price per share provided by such Warrant.

Signature \_\_\_\_\_

Address \_\_\_\_\_

EXHIBIT II

#### **ASSIGNMENT**

FOR VALUE RECEIVED, \_\_\_\_\_ hereby sells, assigns and transfers all of the rights of the undersigned under the attached Warrant (Certificate No. W- ) with respect to the number of shares of the Common Stock covered thereby set forth below, unto:

Names of Assignee

No. of Shares

\_\_\_\_\_

Dated:

Signature

Witness

# Dated:

Address

## Exhibit 14

#### Form of Evansville Lease Agreement

THE ATTACHED DOCUMENT REPRESENTS THE MOST CURRENT DRAFT OF THE EVANSVILLE LEASE AGREEMENT AS OF THE DATE HEREOF AND REMAINS SUBJECT TO FURTHER NEGOTIATION AND REVISION. THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING DOCUMENT AT ANY TIME IN ACCORDANCE WITH THE PLAN.

## FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("Fifth Amendment"), is made on April \_\_, 2009, and effective as set forth herein, by and among the City of Evansville, Indiana (the "City"), acting by and through the Redevelopment Commission of the City of Evansville, Indiana, organized and operating under IC 36-7 14 ("Commission"), Aztar Indiana Gaming Company, LLC, a limited liability company, organized and existing under the laws of the State of Indiana ("Tenant"), and Aztar Corporation, a corporation organized and existing under the laws of the State of Delaware ("Guarantor") (City, Commission, and Tenant and Guarantor, collectively, the "Parties").

## Recitals

A. The Commission, Tenant and Guarantor are the parties in interest to that certain Evansville Riverboat Landing Lease dated May 2, 1995 (the "Original Lease"), as amended by an Amendment to Lease Agreement effective December 1, 2001 (the "First Amendment"), as further amended by that certain Second Amendment to Lease Agreement dated August 27, 2003 (the "Second Amendment"), as further amended by those certain Memorandums of Understanding made effective as of December 1, 2004, March 15, 2005, May 12, 2005, and June 7, 2005, respectively (the "MOUs"), as further amended by that certain Third Amendment to Lease Agreement effective December 1, 2005 (the "Third Amendment"), and as further amended by that certain Fourth Amendment to Lease Agreement effective January 1, 2006 (the "Fourth Amendment") (the Original Lease, the First Amendment, the Second Amendment, the MOUs, the Third Amendment, and the Fourth Amendment, collectively, the "Lease").

B. On May 5, 2008, Tenant and Guarantor and certain of their affiliates each filed a petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") for relief under chapter 11 of the Bankruptcy Code.

C. Tenant entered into a Durable Power of Attorney for the Designation and Appointment of Attorney in Fact for the Purposes of Conducting Riverboat Gambling Operations and Related Activities (the "POA Agreement") under which Robert T. Dingman (since succeeded by Trinity Hill Group, LLC) was appointed as attorney-in-fact ("Attorney-in-Fact") to exercise and perform certain activities and powers regarding Tenant and its riverboat gambling operations and related business activities for and on behalf of Tenant. The POA Agreement was approved and ordered by the Indiana Gaming Commission (IGC) with an effective date of April 2, 2008 in Order 2008-37 (the "IGC Order"). The provisions of the POA Agreement continue in effect as of the date of execution of this Fifth Amendment. Under the IGC Order, the POA Agreement is to remain in effect until the IGC terminates the power and authority of the Attorney-in-Fact by an appropriate written order.

D. In furtherance of the objectives of the Indiana redevelopment laws and the Downtown Redevelopment Plan, and in order to induce Tenant to exercise its right and option to extend the term of the Lease for an additional term of five years from December 1, 2010 to November 30, 2015 (the "Second Extended Term"), Commission and Tenant desire to amend the

Lease to reflect the agreements set forth herein subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree to amend the Lease as follows.

1. <u>Effectiveness of the Amendment.</u> The Lease shall be amended as set forth in this Fifth Amendment on the date the last of the following conditions, which the Parties acknowledge and intend to operate as conditions precedent, are satisfied (the "Amendment Effective Date"): (a) The IGC confirms in writing that Tenant is granted a license (by renewal or otherwise) issued pursuant to IC 4-33-6 to own and operate a riverboat from and after the date hereof; (b) the POA Agreement is terminated following the issuance of a written order of the IGC terminating the power and authority of the Attorney-in-Fact; (c) the Bankruptcy Court approves the Fifth Amendment, by order or as part of a confirmed chapter 11 plan (or such approval becomes moot as the result of the occurrence set forth in the following clause); and (d) the chapter 11 plan of Tenant and Guarantor becomes effective (the "Plan Effective Date") with Columbia Sussex Corporation and William J. Yung III having no control, ownership or decision-making authority in Tenant (or its successor), Guarantor (or its successor) or any of their affiliates after the Plan Effective Date.

2. <u>Second Extended Term.</u> Subject to the occurrence of the Amendment Effective Date, Tenant shall have exercised the right to extend the Lease through and including the Second Extended Term without any further action of notice of Tenant or Guarantor to the City and Commission that the Lease is so extended.

3. <u>Guaranteed Prepayment Credits.</u> Tenant shall make two payments, at City's direction, to the Evansville Bond Bank, which shall constitute prepayments of Rental due and payable for the period between January 2011 and December 2015 (the "Prepayment Period"). Tenant shall make the first such payment in the amount of Five Million Dollars (\$5,000,000) on the later of (a) the Effective Date and (b) August 1, 2009. Tenant shall make the second such payment in the amount of Five Million Dollars (\$5,000,000) no later than August 1, 2010. Tenant shall be entitled to recoup the prepayments in the form of a credit ratably applied at the rate of One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67) per month against Rental payable during each of the 60 months of the Prepayment Period (the "Prepayment Credit"). Such Prepayment Credit shall be applied in the calculation of Net Projected Percentage Rent and Actual Percentage Rent.

4. <u>City Development Projects.</u> City and Commission desire to create jobs, increase tax revenues, provide direct economic benefits and promote tourism and additional economic development by promoting the construction or acquisition or real estate or facilities or capital projects to be owned by City, Commission, or parties approved by the Commission. Tenant agrees, on or before the later of (a) May 1, 2009, and (b) thirty (30) days after the Effective Date, to pay into escrow or another restricted account Three Million Dollars (\$3,000,000) (the "Economic Development Funds"). The Economic Development Funds shall be accessed upon written notice solely by City to Tenant, provided that such notice certifies that the Economic Development Funds are to be used only to pay or reimburse actual expenditures on the City's

downtown arena project or other downtown economic development projects located within one (1) mile of the Leased Premises.

5. <u>Pedestrian Bridge.</u> Tenant intends to construct a pedestrian bridge from the Entertainment District to the Leased Premises. The Parties estimate the pedestrian bridge will cost approximately \$3,000,000 to construct. Tenant shall commence design development work in 2009, as soon as is practicable following the Amendment Effective Date. Tenant shall own and shall be solely responsible for the design, development, construction, operation, maintenance, and repair of the pedestrian bridge. Tenant's obligations with respect to construction of the pedestrian bridge are subject to acquisition by Tenant or Tenant's contractors, sub-contractors, agents or representatives of all local, state or federal governmental permits required or necessary for said construction. Tenant agrees to use reasonable and good faith efforts to obtain said permits and City and the Commission agree to assist and support Tenant with respect to said permit acquisition in a reasonable and expeditious manner.

6. Clause B of Schedule 4.01 set forth in the Third Amendment to the Lease shall be modified to include the following:

- (i) <u>Percentage Rent.</u> From and after January 1, 2011, through the expiration of the Lease, Tenant shall pay Rental consisting solely of Percentage Rent, which shall be calculated and determined as follows:
  - i. two percent (2%) of the AGR for the Lease Year up to Twenty-Five Million Dollars (\$25,000,000), plus
  - ii. four percent (4%) of the AGR for the Lease Year that is in excess of Twenty-Five Million Dollars (\$25,000,000) up to Fifty Million Dollars (\$50,000,000), plus
  - iii. six percent (6%) of the AGR for the Lease Year that is in excess of Fifty Million Dollars (\$50,000,000) up to Seventy-Five Million Dollars (\$75,000,000), plus
  - iv. eight percent (8%) of the AGR for the Lease Year that is in excess of Seventy-Five Million Dollars (\$75,000,000) up to One Hundred Million Dollars (\$100,000,000), plus
  - v. during Lease Years 2011 through 2015, twelve percent (12%) of the AGR for the Lease Year that is in excess of One Hundred Million Dollars (\$100,000,000), and
  - vi. during Lease Years from and after 2016, ten percent (10%) of the AGR for the Lease Year that is in excess of One Hundred Million Dollars (\$100,000,000).

7. Clause C of Schedule 4.01 set forth in the Third Amendment to the Lease shall be stricken from the Lease and be of no further force and effect.

8. <u>Naming Rights.</u> Tenant and City agree to enter into good faith discussions regarding naming rights and advertising if City builds an arena as referenced above in Section 4.

9. <u>Tenant's Commitments to Capital Improvements; Workforce Levels, and</u> <u>Operational Targets.</u> Tenant agrees to remain committed to the capital improvements, workforce levels, and operational targets consistent with Tenant's business plan upon which its effective chapter 11 plan is based, subject to reasonable adjustments based on variations in performance. Tenant shall provide City with documentation reasonably requested by City supporting such commitment. City acknowledges that such documentation will include confidential information, which City agrees to keep and maintain as confidential.

10. <u>Feasibility Study.</u> Tenant agrees to undertake a study of the feasibility of substantially remodeling certain portions of the Leased Premises in connection with its licensed riverboat gaming operations, including, but not limited to, the feasibility of locating a new vessel in the Leased Premises (the "Study"). The Study shall commence on or before July 1, 2014, and shall be completed on or before December 31, 2014. The Parties shall mutually agree upon a consultant to perform the Study.

11. <u>Payment of Prior Costs Incurred by the City</u>. City acknowledges that Tenant has already reimbursed City for City's out-of-pocket costs in connection with its quiet title action involving Columbia Sussex Corporation.

12. <u>Reimbursement for Negotiations.</u> Tenant shall reimburse City for City's reasonable out-of-pocket costs for negotiating this Fifth Amendment and related documents negotiated to effectuate this Fifth Amendment, if any, in an amount not to exceed \$80,000 (inclusive of any such payment made prior to the date hereof). Tenant shall make the reimbursement provided in this paragraph without respect to the occurrence of the Amendment Effective Date.

13. <u>Lease in Full Force and Effect.</u> Except as expressly amended by this Fifth Amendment, the Lease shall remain unchanged and in full force and effect, as amended herein.

14. <u>Affirmation of Guaranty</u>. Guarantor hereby unconditionally guarantees and promises to perform and reaffirms its obligations under the Lease, as amended by this Fifth Amendment to the Lease consistent with this Fifth Amendment.

15. <u>Third Party Approvals.</u> This Fifth Amendment is subject to approval by the Bankruptcy Court, any lender to Tenant or to Guarantor and by the Indiana Gaming Commission, as may be required.

16. <u>Authorization</u>. Subject to authority of the Bankruptcy Court, the Parties respectively represent to one another that the execution, delivery and performance of this Fifth Amendment have been duly authorized and this Fifth Amendment constitutes the legally binding obligation of the respective Parties.

17. <u>Definitions.</u> All of the capitalized terms used herein, but not defined in this Fifth Amendment shall have the meaning set forth in the Project Agreement and the Lease.

# [THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Fifth Amendment to Lease Agreement as of the day and year first above written.

AZTAR INDIANA GAMING COMPANY, LLC	AZTAR CORPORATION
By:	By:
Printed Name:	Printed Name:
Title:	Title:
REDEVELOPMENT COMMISSION OF THE CITY OF EVANSVILLE, INDIANA	

# Exhibit 15

## Transfer Agent for the Reorganized OpCo Securities

THE TRANSFER AGENT FOR THE REORGANIZED OPCO SECURITIES SHALL BE REORGANIZED OPCO CORPORATION, UNLESS OTHERWISE DESIGNATED IN AN AMENDMENT TO THIS PLAN SUPPLEMENT HEREAFTER.

THE OPCO DEBTORS EXPRESSLY RESERVE THE RIGHT TO DESIGNATE AN ALTERNATE TRANSFER AGENT FOR THE REORGANZIED OPCO SECURITIES AT ANY TIME IN ACCORDANCE WITH THE PLAN.