

## SETTLEMENT AGREEMENT

This Settlement Agreement (including exhibits hereto, the “Agreement”) is entered into as of August 9, 2011, by and between the Liquidating LandCo Debtors<sup>1</sup> and the Tropicana Las Vegas Entities<sup>2</sup> (the Liquidating LandCo Debtors and the Tropicana Las Vegas Entities, collectively, and including any affiliates, successors or assigns thereof, “TLV”), on the one hand, and the OpCo Related Entities<sup>3</sup> and the OpCo Debtors<sup>4</sup> (the OpCo Related Entities and the OpCo Debtors, collectively, and including any affiliates, successors or assigns thereof, “Tropicana Entertainment”), on the other hand. The term “Parties” or “Party” as used herein shall refer to TLV, Tropicana Entertainment, or both as may be appropriate. The term “Mark” as used herein shall refer to names, trademarks, and/or service marks.

WHEREAS, on May 5, 2008, the so-called LandCo Debtors and the so-called OpCo Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) thereby commencing the jointly administered bankruptcy cases captioned *In re Tropicana Entertainment, LLC, et al.*, Case No. 08-10856 (Bankr. D. Del.) (KJC) (collectively, the “Bankruptcy Cases”);

WHEREAS, during the Bankruptcy Cases separate plans of reorganization were filed and confirmed, one of which provided for the separate ownership and operation of the Las Vegas Property (as defined below), and the other of which provided for the separate ownership of Tropicana Entertainment’s assets, including the Tropicana Atlantic City Resort and Casino in Atlantic City, New Jersey and the Tropicana Laughlin Hotel & Casino in Laughlin, Nevada;

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<sup>1</sup> The “Liquidating LandCo Debtors” are Adamar of Nevada Corporation; Hotel Ramada of Nevada, LLC f/k/a Hotel Ramada of Nevada Corporation (a/k/a Hotel Ramada of Nevada Inc.); Tropicana Development Company, LLC; Tropicana Enterprises; Tropicana Las Vegas Holdings, LLC; Tropicana Las Vegas Resort and Casino, LLC; and Tropicana Real Estate Company, LLC.

<sup>2</sup> The “Tropicana Las Vegas Entities” are Tropicana Las Vegas, Inc., Tropicana Las Vegas Hotel and Casino, Inc., and Tropicana Las Vegas Intermediate Holdings Inc.

<sup>3</sup> The “OpCo Related Entities” are Tropicana Entertainment Inc., New Tropicana Holdings, Inc., Tropicana Atlantic City Corp., Tropicana AC Sub Corp., New Tropicana OpCo, Inc., Aztar Riverboat Holding Company, LLC, Aztar Indiana Gaming Company, LLC, Catfish Queen Partnership in Commendam, New Jazz Enterprises, LLC, Centroplex Centre Convention Hotel, LLC, New St. Louis Riverboat, LLC, CP St. Louis Casino, LLC, CP St. Louis Acquisition, LLC, Tahoe Horizon, LLC, Columbia Properties Tahoe, LLC, CP Laughlin Realty, LLC, Columbia Properties Laughlin, LLC, Columbia Properties Vicksburg, LLC, JMBS Casino, LLC, Greenville Riverboat, LLC, and Tropicana Express, LLC.

<sup>4</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, LLC; Columbia Properties Laughlin, LLC; Columbia Properties Tahoe, LLC; Columbia Properties Vicksburg, LLC; CP Baton Rouge Casino, LLC; 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 Intermediate Holdings, LLC; Tropicana Entertainment, LLC; Tropicana Express, Inc.; and Tropicana Finance Corp.

WHEREAS, on July 20, 2009, Tropicana Las Vegas, Inc., and Liquidating LandCo Debtor Hotel Ramada of Nevada, Corporation filed a complaint against Tropicana Entertainment, LLC and Aztar Corporation in the District Court (state), Clark County, Nevada (the “Nevada Court”) captioned *Tropicana Las Vegas, Inc. and Hotel Ramada of Nevada, Corporation v. Aztar Corporation and Tropicana Entertainment, LLC*, Case No. A595469 (D. Ct. Clark County, Nev.) (the “Nevada Action”);

WHEREAS, on June 10, 2010, the Nevada Court entered its order denying the Parties’ cross-motions for summary judgment but entering preliminary Findings of Fact and Conclusions of Law re Cross-Motions for Summary Judgment (the “SJ Order”);

WHEREAS, on August 12, 2010, the Nevada Court entered its Order re Defendants’ Motion for Reconsideration of Certain Findings and Conclusions Set Forth in the Court’s Findings of Fact and Conclusions of Law re: Cross Motions for Summary Judgment (the “Reconsideration Order”);

WHEREAS, on May 7, 2010, certain of the OpCo Related Entities filed a *Motion of the Reorganized OpCo Debtors for Entry of an Order Authorizing (i) the Rejection of Any and All Executory Contracts and Unexpired Leases Involving Intellectual Property Rights Granted by the OpCo Debtors to the LandCo Debtors, and (ii) the Assumption of Any and All Executory Contracts and Unexpired Leases Involving Intellectual Property Rights Granted by the LandCo Debtors to the OpCo Debtors* (the “Rejection Motion”) as docket number 2905 in the Bankruptcy Cases;

WHEREAS, on August 10, 2010, Tropicana Entertainment Inc., New Tropicana Holdings, Inc., and certain affiliates of Icahn Capital LP, as secured lenders and administrative agent to the secured lenders of Tropicana Entertainment LLC, filed a complaint in the Bankruptcy Cases against Tropicana Las Vegas, Inc., and Liquidating LandCo Debtor Hotel Ramada of Nevada Corporation, thereby initiating the adversary proceeding captioned *Icahn Agency Services LLC v. Tropicana Las Vegas, Inc. (In re Tropicana Entertainment, LLC et al.)*, Adv. Proc. No. 10-52489 (Bankr. D. Del.) (KJC) (the “Trademark Action”); and

WHEREAS, while expressly denying and disclaiming wrongdoing or liability of any kind whatsoever, the Parties desire to settle and resolve the claims made in the Nevada Action, the Rejection Motion, the Trademark Action, and certain additional claims made in the Bankruptcy Cases and other proceedings in order to avoid, among other things, the expense, inconvenience, distraction and uncertainty of litigation;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and promises set forth herein, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is expressly and irrevocably acknowledged, the Parties to this Agreement hereby agree that the foregoing recitals are true and correct and are incorporated herein as if fully set forth, and further agree as follows:

1. The Parties agree to concurrent use and registration of certain Marks that are or include the term TROPICANA or variants, pursuant to the terms mutually agreed

to herein, without any payment from one to another, and in perpetuity subject to the terms hereof.

2. TLV owns and has the exclusive right to use the Marks TROPICANA LAS VEGAS (or TROP LAS VEGAS) and TROPICANA LV (or TROP LV) (the “TLV Marks”) in the city of Las Vegas, Nevada and within a 50 mile radius of the front entrance of the Tropicana Las Vegas Hotel and Casino (the “Las Vegas Property”), which is located at 3801 Las Vegas Boulevard South, Las Vegas, Nevada 89109 only (the “TLV Territory”) for the following purposes: (a) in connection with any present and/or future goods, services and enterprises in the nature of entertainment and hospitality services or within the zone of natural expansion thereof, including but not limited to hotel services, bar services, restaurant services, nightclub, beach club, casino services, live theater services, travel reservation services, tour package services, tourism services, convention services, exhibition services, retail services and merchandise (the goods, services and enterprises identified in this subsection (a), collectively, the “Services,” which term shall have the same meaning throughout this Agreement), and (b) for Internet Uses without geographic limitation as set forth in Section 5 of this Agreement. However, notwithstanding anything to the contrary in this Agreement, TLV will also have the right to advertise the Services identified by the TLV Marks worldwide, provided that any such advertisements make explicit reference to the location of the Las Vegas Property. TLV will not have any rights to use the Mark TROPICANA, TROP, or any variation thereof other than as part of the composite Mark TROPICANA LAS VEGAS and as defined herein; provided that TLV may use the TROP Mark without reference to LAS VEGAS for purposes of on-property signage and marketing property specific campaigns, programs, and events, and selling merchandise on property, such as, without limitation “Trop Plus”, “Trop ‘Til You Drop”, “Tropicurian”, “Trop Winter Escape”, “Trop Party Pass”, and “Non-Stop Trop Race Party,” provided such uses are in conjunction with materials making explicit reference to the Las Vegas Property and its location, are not confusingly similar to any preexisting or then current use by Tropicana Entertainment, and are otherwise consistent with the terms of this Agreement. TLV may create, use and register new logos at any time provided they are not confusingly similar to Tropicana Entertainment’s then-current stylization and are otherwise consistent with the terms of this Agreement. For greater clarity, the Parties hereby agree that such logos shall be deemed to be included in the definition of TLV Marks. The LAS VEGAS or LV portions of TLV Marks will never be smaller or less prominent in proportion to TROPICANA or TROP than the LAS VEGAS portion is in the current stylized version of the Mark that TLV is using, namely:



TLV may create, use and register variants of the TLV Marks as new names, trademarks and service marks consistent with the terms of this Agreement; such new names, trademarks and service marks will be deemed within the definition of “TLV Marks.”

3. Tropicana Entertainment owns and has the exclusive right to use the Marks TROPICANA and TROP, provided each is accompanied by an additional Mark currently used by Tropicana Entertainment to identify its Services (e.g., Advantage, Entertainment, Express) (a “Preexisting Identifier”), or by a Mark that indicates the actual geographic location of a property or abbreviation thereof (other than LAS VEGAS or the name of any city within the TLV Territory) (e.g., Atlantic City or AC) (an “Accurate Geographic Identifier”), such as TROPICANA ATLANTIC CITY (or TROP ATLANTIC CITY), TROPICANA AC (or TROP AC), TROPICANA LAUGHLIN (or TROP LAUGHLIN), TROPICANA EXPRESS (or TROP EXPRESS), TROPICANA ARUBA (or TROP ARUBA), TROPICANA ENTERTAINMENT (or TROP ENTERTAINMENT), and other present and/or future TROPICANA-formative (or TROP-formative) Marks that combine TROPICANA or TROP with an additional Preexisting Identifier or Accurate Geographic Identifier (other than LAS VEGAS or the name of any city within the TLV Territory) in connection with the Services worldwide excluding only the TLV Territory. However, notwithstanding anything to the contrary in this Agreement, Tropicana Entertainment will be allowed to advertise the Services identified by its TROPICANA, TROP, TROPICANA-formative or TROP-formative Marks within the TLV Territory provided such advertisements make explicit reference to the locations of the properties identified by those Marks. Tropicana Entertainment also may use the TROP Mark without reference to any Preexisting Identifier or Accurate Geographic Identifier for purposes of on-property signage and marketing property specific campaigns, programs, and events, and selling merchandise on property, provided such uses are in conjunction with materials making explicit reference to the locations of the properties to which the marketing campaign applies, are not confusingly similar to any preexisting use by TLV, and are otherwise consistent with the terms of this Agreement. In addition, notwithstanding anything to the contrary anywhere in this Agreement, Tropicana Entertainment shall be permitted to continue to use its Marks in connection with its corporate office which is located within the TLV Territory and to maintain business and marketing operations out of its Las Vegas, Nevada office in the ordinary course. When Tropicana Entertainment uses a TROPICANA-formative Mark, it will use it in such a manner that the portion of the Mark that consists of the Preexisting Identifier or Accurate Geographic Identifier is no smaller or less prominent in proportion to TROPICANA or TROP than it is in the current stylized version of the Marks that Tropicana Entertainment is using, namely:



**TROPICANA TROPICANA**  
 ENTERTAINMENT ARUBA RESORT & CASINO

Created with



download the free trial online at [nitropdf.com/professional](http://nitropdf.com/professional)

4. Registrations:

a. TLV will be entitled to seek and maintain registrations with the United States Patent & Trademark Office (“USPTO”) for concurrent-use for the Mark TROPICANA, and will cite Reg. Nos. 1,530,186 and 1,572,514 as concurrent users. TLV may in addition, in its sole discretion, seek and maintain registrations with the USPTO for the TLV Marks, and if so will cite the aforesaid registrations claiming concurrent use. The Parties will cooperate with each other to request that the USPTO grant concurrent-use registrations to each of the Parties, with TLV’s registrations being geographically limited to the TLV Territory and with Tropicana Entertainment’s registrations being excluded from the TLV Territory. If the USPTO refuses to grant concurrent use registrations to TLV, then TLV may file for state trademark or service mark registration in the state of Nevada for the TLV Marks. TLV, in its sole discretion, may file Nevada state applications for the TLV Marks without filing applications in the USPTO. However, in the event TLV files for state trademark or service mark registration in the State of Nevada, (i) TLV’s use of such Marks will still be limited pursuant to the terms of this Agreement; (ii) Tropicana Entertainment will also be entitled to file Nevada state trademark registrations for its Marks, which will be limited pursuant to the terms of this Agreement; and (iii) both Parties will include in the Nevada state trademark applications/registrations the geographical limitations set forth above to the extent such statements of limitation are allowed by the Nevada Secretary of State’s Office.

b. Tropicana Entertainment will be entitled to seek and maintain registrations for its TROPICANA and TROP Marks, its TROPICANA ENTERTAINMENT Mark, its TROPICANA LAUGHLIN Mark, or any other present and/or future TROPICANA-formative or TROP-formative Mark that combines TROPICANA or TROP with an additional identifier (other than LAS VEGAS or any other city within the TLV Territory), citing as concurrent user, if necessary, any applications for the Marks that TLV may subsequently file and/or for which registrations may subsequently issue to TLV.

c. Each Party will bear its own costs in seeking and maintaining its respective applications/registrations under this Section 4.

d. Each Party agrees not to oppose, petition to cancel, or otherwise object to any applications/registrations the other Party files pursuant to Section 4, provided such applications/registrations are consistent with the terms of this Agreement. Each Party will sign any consents as the other Party may reasonably request in support of any such applications/registrations.

5. Internet Uses: Each Party will use its Marks on its web sites, gaming sites, social media, or other internet presence on a worldwide basis in a manner consistent with this Agreement. However, TLV may register the TLV Marks as domain names and any other domain name that includes TROPICANA, TROP, or TROPPLUS provided that it

also includes Las Vegas or LV in the domain name or, in the case of TROPPLUS, includes explicit reference to the Las Vegas hotel and casino in a prominent location on the home page. Tropicana Entertainment may continue to use the domain names it currently owns, as reflected in the list attached hereto as Exhibit A, and may register and use other TROPICANA-formative or TROP-formative domain names provided they do not include “Las Vegas” or “LV,” and they do include “Advantage,” “Entertainment,” “Express,” any other Preexisting Identifier used by Tropicana Entertainment, or any Accurate Geographic Identifier associated with any existing or future Tropicana Entertainment property (e.g., Tropicana Atlantic City, Tropicana AC, Tropicana Laughlin, etc.) and further provided that Tropicana Entertainment will only use TROPICANA and TROP with an additional Preexisting Identifier or Accurate Geographic Identifier. Any group names, handles, monikers, user names, or similar identifiers that the Parties may use on or in connection with social media or social networking will be consistent with the terms of this Section 5 of this Agreement. The Parties agree to include a prominent disclaimer on any web page whose domain name does not include a geographic identifier so as to avoid consumer confusion. Tropicana Entertainment agrees to purchase and retain the domain names in the list attached hereto as Exhibit B, subject to a limit of \$3,000 in total expenses in connection with obtaining and maintaining control over these domain names. Tropicana Entertainment agrees to transfer to TLV the domain names in the list attached hereto as Exhibit C. In the event that Tropicana Entertainment ceases to maintain any of the domain names set forth in Exhibit B and such domain names are released by the domain name registrar for general registration (any such released domain name, a “Lapsed Domain Name”), nothing in this Agreement shall preclude TLV from registering any such Lapsed Domain Name. In the event that TLV registers any Lapsed Domain Name that falls within the exclusive use rights of Tropicana Entertainment, TLV may only warehouse such Lapsed Domain Name and shall not provide content under such Lapsed Domain Name. Tropicana Entertainment shall have the right to warehouse additional domain names in the nature of those listed in Exhibit B if TLV declines to register them at Tropicana Entertainment’s request.

6. Enforcement: If either Party becomes aware of a third party use of the Mark TROPICANA, TROP, or a similar Mark in connection with the Services (an “Infringing Use”) or of a third party use of the Mark TROPICANA, TROP, or a similar Mark in connection with any goods, services or enterprises performed in such a manner as is likely to dilute a Party’s rights in the TROPICANA, TROP, or similar Marks (a “Diluting Use”), they will advise the other Party. If the Infringing Use or Diluting Use is taking place primarily within the TLV Territory, TLV will have the right, but not the obligation, to take action against such an infringement or dilution at its sole cost and expense (and with any recovery going solely to TLV). If the Infringing Use or Diluting Use is taking place primarily outside the TLV Territory, then Tropicana Entertainment will have the right, but not the obligation, to take action against the Infringing Use or Diluting Use, at its sole cost and expense (and with any recovery going solely to Tropicana Entertainment). If a Party declines, or fails, to file suit against an Infringing Use or Diluting Use taking place primarily within its territory, then the other Party may, at its option, take action against such Infringing Use or Diluting Use. If one Party takes

action against an Infringing Use or Diluting Use, then the other Party agrees to be joined as a necessary party if required or to join as a co-plaintiff if counsel for the initiating Party taking action advises it would be beneficial to do so. In that case, the Party initiating suit will bear all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the other Party in connection with being added to the lawsuit. However, should the joining Party decide it wants to retain its own counsel in connection with the lawsuit, then the joining Party will be solely responsible for its counsel's costs and fees.

7. Quality Performance and Cooperation: Each Party is aware of the stylized format that the other Party uses in connection with TROPICANA. Each Party agrees not to adopt any stylization that would be confusingly similar to the other Party's current stylization or other stylization that such Party may adopt in the future. The Parties agree to perform all their Services under their Marks to a high quality standard, and consistent with and not materially below that presently performed at their respective locations. More generally, the Parties will take such steps as may be reasonably necessary to avoid confusion between the Parties, their Marks, and their businesses. In the event of any such confusion, the Parties will cooperate with each other in good faith to rectify the situation.

8. Opposition / Litigation:

a. Immediately upon the Effective Date (as defined below), the Parties will jointly file (i) a stipulation of dismissal with prejudice of the Nevada Action; (ii) a stipulation and order to vacate the SJ Order and the Reconsideration Order; and (iii) a stipulation of dismissal with prejudice of the Trademark Action, which stipulation will be joined by all plaintiffs in that action. If the Court in the Nevada Action fails or refuses to vacate the SJ Order and the Reconsideration Order, the Parties are nonetheless required to proceed with the terms of this Agreement.

b. Immediately upon the Effective Date, Tropicana Entertainment will file a notice of withdrawal with prejudice of the Rejection Motion, and will serve a copy of such notice of withdrawal on counsel for TLV.

c. Immediately upon the Effective Date, Tropicana Las Vegas will (i) file an amendment to the *Supplement To Schedules Of Assets And Liabilities Of Liquidating LandCo Debtor Tropicana Enterprises*; *Supplement To Schedules Of Assets And Liabilities Of Liquidating LandCo Debtor Tropicana Development Company, LLC*; *Supplement To Schedules Of Assets And Liabilities Of Liquidating LandCo Debtor Tropicana Real Estate Company, LLC*; and *Supplement To Schedules Of Assets And Liabilities Of Liquidating LandCo Debtor Hotel Ramada Of Nevada LLC* (collectively, the "Amended Schedules") filed as docket numbers 2573, 2574, 2575, and 2576 in the Bankruptcy Cases, reflecting the terms of this Agreement.

d. Immediately upon the Effective Date, TLV will file (i) a voluntary dismissal with prejudice of Opposition No. 91193816 currently pending before

the Trademark Trial and Appeal Board, and will serve a copy of such dismissal on counsel for Tropicana Entertainment; and (ii) Tropicana Entertainment will withdraw Intent to Use Applications Numbers 77/759,102 and 77/759,101 for the Mark THE TROP LAS VEGAS EST. 1957 (and design) filed on June 13, 2009 with the USPTO.

e. Immediately upon the Effective Date, Tropicana Atlantic City Corp. will file a notice of withdrawal with prejudice of proofs of claim as listed below against Tropicana Enterprises, Tropicana Development Company, LLC, Adamar of Nevada Corporation, Tropicana Real Estate Company LLC, Hotel Ramada of Nevada Corporation, Tropicana Las Vegas Resort and Casino, LLC and Tropicana Las Vegas Holdings, LLC:

i. Tropicana Atlantic City Corp., as transferee from Adamar of New Jersey, Inc. (n/k/a Adamar of NJ In Liquidation, LLC), pursuant to the *Notice Of Transfer Of Claims Other Than For Security*, filed as docket number 3180 in the Bankruptcy Cases, Claim Nos. 2208, 2209, 2226, 2237, 2247, 2278 and 2288; and

ii. Tropicana Atlantic City Corp., as transferee from Manchester Mall, Inc. (n/k/a Adamar of NJ In Liquidation, LLC), pursuant to the *Notice Of Transfer Of Claims Other Than For Security*, filed as docket number 3179 in the Bankruptcy Cases, Claim Nos. 2186, 2188, 2192, 2210, 2231, 2235 and 2236.

9. Mutual Releases: Subject to the terms and conditions of this Agreement, each Party, as of the Effective Date, knowingly, voluntarily, irrevocably, unconditionally and forever releases, remises, acquits, and discharges the other Party, its subsidiaries, its affiliates, and each of their directors, officers, representatives, employees, professionals, agents, assigns and successors in interest, from any and all claims, causes of action, suits, debts, obligations, liabilities, demands, losses, costs and expenses (including professional fees and expenses) of any and every kind, character, nature and description whatsoever, whether in law or equity, filed or unfiled, known or unknown, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, and/or fixed or contingent, in connection with, arising out of, or relating to the trademarks, trade names or disputes respecting web domain names that arose or could have been raised prior to the date of this Agreement, including but not limited to any such claims that were raised or could have been raised in the actions and pleadings identified in Section 8 of this Agreement (collectively, the “Released Claims”). For the avoidance of doubt, notwithstanding anything herein contained, (a) Tropicana Entertainment does not release and reserves and preserves, *inter alia*, any and all: (i) of its Unresolved Claims (as defined in that certain Agreement dated as of July 1, 2009 by and between the Liquidating LandCo Debtors and the OpCo Debtors) that are not Released Claims and the claims asserted in the “OpCo Intercompany Claims Statement” transmitted to TLV on August 14, 2009 that are not Released Claims, and (ii) claims arising from and after June 30, 2009 that are not in connection with, do not arise out of, and do not relate to the trademarks, trade names, or disputes respecting web domain names, and TLV reserves



and preserves all rights, defenses, and counterclaims related thereto; and (b) TLV does not release and reserves and preserves, *inter alia*, any and all: (i) of its Unresolved Claims that are not Released Claims, and (ii) claims arising from and after March 8, 2010 that are not in connection with, do not arise out of, and do not relate to the trademarks, trade names, or disputes respecting web domain names, and Tropicana Entertainment reserves and preserves all rights, defenses, and counterclaims related thereto.

10. Successors and Assigns: This Agreement is binding upon and inures solely to the benefit of each of the Parties and their respective affiliates, successors and/or assigns. Nothing in this Agreement, whether express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy of any kind or nature whatsoever under or by reason of this Agreement. Each Party's rights under this Agreement will be freely assignable by such Party (including by merger or operation of law), provided that such transfer will not relieve the transferring Party of its obligations hereunder, unless the transferring Party obtains the prior written consent of the non-transferring Party, which consent will not be unreasonably withheld. This Agreement will be in full force and effect for as long as either Party has not legally abandoned its Marks by having ceased reasonable commercial use of all TROPICANA, TROP or variant trademarks and service marks for three years with no objective intent to resume use within a one-year period thereafter. Upon request of the non-abandoning Party, the abandoning Party will immediately assign all applications and registrations in its TROPICANA, TROP or variant trademarks and service marks, including any residual goodwill, to the non-abandoning Party, with assignment documentation to be prepared by the non-abandoning Party at its expense, and with government filing fees to be the responsibility of the non-abandoning Party.

11. Disputes: All disputes arising under or relating to this Agreement, including disputes under Section 7 of this Agreement, will be settled by arbitration conducted by JAMS. The Parties agree that either is entitled to invoke JAMS' multi-judge panel appellate procedure. For any cause of action arising under or relating to this Agreement initiated by Tropicana Entertainment, the arbitration will be conducted in Las Vegas, Nevada. For any cause of action arising under or relating to this Agreement initiated by TLV, the arbitration will be conducted in Atlantic City, New Jersey. The Parties agree that any breach of this Agreement by either Party may cause irreparable harm which could not be adequately compensated by money damages, and that the non-breaching Party shall be entitled to equitable relief, injunctive relief and/or specific performance in the event of such breach, among other remedies.

12. Effective Date: This Agreement shall not become effective and enforceable until the first business day on which each of the following has occurred (the "Effective Date"): (a) all of the signatories have executed this Agreement where indicated below (the date on which this subdivision (a) is satisfied, the "Execution Date"); (b) the Bankruptcy Court has entered an order pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure approving this Agreement (the "Approval

Order”); and (c) the Approval Order has become a Final Order<sup>5</sup>; *provided, however*, that the following sentence of this Agreement shall be effective and enforceable on the Execution Date. Within 10 days after the Execution Date, the Parties shall file and prosecute in good faith the joint motion (attached hereto as Exhibit D) seeking entry of the Approval Order (attached hereto as Exhibit E) with the Bankruptcy Court. Notwithstanding anything contained herein, this Agreement shall be null and void unless the Effective Date occurs on or prior to the date that is 270 days from the entry of the Approval Order, or such later date consented to by the Parties (which consent shall not be unreasonably withheld or delayed) (the “Outside Date”); *provided, however*, that this Agreement shall not be rendered null and void in the event that any Party’s failure to fulfill any of its obligations under this Agreement was the direct or indirect cause of, or otherwise resulted in, the failure of the Effective Date to occur on or before the Outside Date. The Parties agree to, in consultation with the other Parties, (i) in the event that the Approval Order or any order or decision regarding it is appealed, move or otherwise seek to expedite, and to expedite, any appeal to the fastest timetable acceptable to the court presiding over the appeal, and (ii) each use its best efforts to avoid or eliminate each and every impediment to and/or cause for delay of the Effective Date so as to enable the Effective Date to occur as soon as practicable (and in any event no later than the Outside Date), including, but not limited to, filing, contesting, resisting, or appealing any litigation, appeal, decision or opinion, motion, or other pleading, filing or request before any court, tribunal, or other adjudicative body.

13. Consideration. Each Party acknowledges and agrees that, to the extent this Agreement is adjudicated by a court of competent jurisdiction to include a transfer, conveyance, or grant of rights (executory or otherwise), (i) this Agreement is entered into for good, valuable and sufficient consideration without any intent to hinder, delay, or defraud any Party’s creditors, (ii) that such consideration has been received, and (iii) that such consideration is fair and of a reasonably equivalent value to the releases and other benefits received by such Party under this Agreement, and therefore, this Agreement does not constitute an actual or constructive fraudulent transfer, conveyance or obligation under state law or the Bankruptcy Code.

14. No Admission of Wrongdoing. Each of the Parties acknowledges and agrees that this Agreement and the consideration given hereunder have been given and received purely on a compromise of disputed claims basis because of the Parties’ desire to avoid the expense and burden of litigation, and it is not to be construed as an admission by any of the Parties of any liability, nor shall it be construed or used as an admission of any act, omission or fact whatsoever, except as expressly set forth in this Agreement. The Parties specifically deny liability for any and all of the Parties’ Released Claims under Section 9 of this Agreement.

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<sup>5</sup> The term “Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

15. Negotiated Transaction. The Parties consider all the provisions of this Agreement to have been negotiated in good faith and at arms'-length between the Parties. Consequently, this Agreement shall be considered as having been drafted by all Parties and shall not be construed or interpreted against any Party, but shall be construed and interpreted in accordance with the fair import of its terms and provisions. Drafts of this Agreement, the term sheets predating this Agreement (and the final agreed-upon term sheet predating this Agreement) and modifications reflected in such drafts (including, as to each, communications with respect thereto) shall not be utilized in any manner, dispute, or proceeding, including as evidence of any of the Parties' intent or the interpretation of this Agreement.

16. No Representations. Each of the Parties warrants that except as expressly set forth herein, no representations of any kind or character, whether express or implied, have been made to it or its agents, representatives, employees or attorneys, or any other person, to induce it to execute this Agreement. Each of the Parties hereby acknowledges that it has had an adequate opportunity to have this Agreement reviewed by its attorneys, that the contents of this Agreement have been explained to it by counsel to the extent it desires, and that it understands the contents of this Agreement in full.

17. Ownership of Released Claims.

a. TLV, on behalf of itself and its agents, representatives, affiliated entities, successors and permitted assigns, represents and agrees that it has not heretofore assigned or transferred any of the Released Claims under Section 9 of this Agreement, or any portion thereof or interest therein. TLV agrees to indemnify, defend, and hold harmless Tropicana Entertainment against any and every claim, cause of action, demand, suit, damage or other charge of liability of any kind, at law, in equity or in arbitration or any other proceeding, of any kind or nature whatsoever (a "Claim") based on, arising out of, or connected with any such transfers or assignments of any such Released Claims, or any portion thereof or interest therein.

b. Tropicana Entertainment, on behalf of itself and its agents, representatives, affiliated entities, successors and permitted assigns, represents and agrees that it has not heretofore assigned or transferred any of the Released Claims under Section 9 of this Agreement, or any portion thereof or interest therein. Tropicana Entertainment agrees to indemnify, defend, and hold harmless TLV against any Claim based on, arising out of, or connected with any such transfers or assignment of any such Released Claims, or any portion thereof or interest therein.

18. Choice of Law. To the extent that state law is applicable, this Agreement shall be interpreted under the applicable procedural and substantive laws of the State of Delaware existing at any time on or prior to the Effective Date. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

19. Fully Integrated Agreement.

a. This Agreement is a fully integrated agreement, and it is the intention of the Parties that this Agreement sets forth the entire agreement between the Parties hereto relating to the TROPICANA and TROP Marks, any variation thereof, or any other subject matters hereof. The Parties' legal and equitable interests in the TROPICANA and TROP Marks, or any variation thereof, is limited as set forth herein.

b. This Agreement amends, restates, and fully supersedes any and all prior negotiations, agreements and/or understandings between the Parties hereto, whether oral or written, relating to the TROPICANA and/or TROP Marks, any variation thereof, or any other subject matter hereof. Each Party agrees that, except for the express representations and warranties contained in this Agreement, none of the Parties makes any other representations or warranties, and each hereby disclaims any other representations and warranties made by itself or any of its representatives or agents with respect to this Agreement.

c. This Agreement may not be amended, altered, supplemented, vacated, varied or modified in any way except by a written instrument duly executed by all Parties.

20. Non-Dischargeability. Each Party understands and agrees that, to the fullest extent allowed by law, this Agreement and the liabilities and obligations hereunder are not intended to be, and shall not be, dischargeable, avoidable, modified, compromised, rejected, or discounted under the provisions of the Bankruptcy Code, and shall survive any bankruptcy unaltered and in full force and effect.

21. Notices. Any notice contemplated or required by this Agreement (a "Notice") shall be in writing and shall be delivered to the Parties by hand or by overnight delivery service (e.g., FedEx, DHL) to the address for each Party set forth herein. All notices shall be effective upon delivery.

Tropicana Entertainment: 3930 Howard Hughes Parkway, Fourth Floor, Las Vegas, NV 89169 (fax: (702) 589-3805), Attn: General Counsel.

TLV: 3801 Las Vegas Boulevard South, Las Vegas, NV 89109 (fax: (702) 739-2584), Attn: General Counsel.

22. Miscellaneous.

a. To the extent any affiliate of any Party (including the correct entity corresponding to any misnamed Party, such as Hotel Ramada of Nevada, Inc.) with alleged rights or claims relating to this Agreement or the subject matter hereof, either now existing or later formed, is not a signatory to this Agreement, such Party agrees to the full extent of its ability to cause such affiliate to execute a signature page to this Agreement and act in compliance with its terms.

b. The Parties agree that this Agreement does not constitute a license agreement.

c. The Parties agree that this Agreement does not constitute an executory contract for purposes of the Bankruptcy Code, and shall not be subject to assumption, assignment or rejection under, or pursuant to Section 365 of the Bankruptcy Code.

d. Should any provision of this Agreement be declared or determined by any court or judicial body to be illegal or invalid, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby and any illegal or invalid part, term or provision shall be deemed not to be part of this Agreement. Upon such declaration or determination, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the Parties as closely as possible to the end that their original intent is fulfilled to the extent possible.

e. Each person who executes this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of, and to bind, the Party for whom they execute this Agreement.

f. Each Party represents and warrants that it has the right, power, legal capacity, and authority to enter into and perform its obligations set forth in this Agreement, and that further approval or consent of any entity, person, board of directors, member, manager, partner or trustee is not necessary to enter into and perform such obligations.

g. The titles of the various Sections of this Agreement are intended solely for convenience or reference, and are not intended and shall not be deemed for any purpose whatsoever to modify, explain or place any construction upon any of the provisions of this Agreement and shall not affect the meaning or interpretation of this Agreement.

h. Each Party shall bear its own attorneys' fees and costs incurred in connection with the Released Claims and in the negotiation and drafting of this Agreement.

i. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic transmission, and signatures on a facsimile or other electronic copy hereof shall be deemed authorized original signatures.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its officers or other duly-authorized representatives.

**TROPICANA LAS VEGAS ENTITIES:**

TROPICANA LAS VEGAS, INC.

By: *[Signature]*  
Its: Vice President & General Counsel

TROPICANA LAS VEGAS HOTEL AND CASINO, INC.

By: *[Signature]*  
Its: Vice President & General Counsel

TROPICANA LAS VEGAS INTERMEDIATE HOLDINGS INC.

By: *[Signature]*  
Its: Vice President & General Counsel

**LIQUIDATING LANDCO DEBTORS:**

ADAMAR OF NEVADA CORPORATION

By: *[Signature]*  
Its: President, Secretary & Treasurer

HOTEL RAMADA OF NEVADA, LLC f/k/a HOTEL RAMADA OF NEVADA CORPORATION (a/k/a HOTEL RAMADA OF NEVADA INC.)

By: *[Signature]*  
Its: President & CEO

TROPICANA DEVELOPMENT COMPANY, LLC

By: *[Signature]*  
Its: President & CEO

TROPICANA ENTERPRISES

By: *[Signature]*  
Its: President & CEO

TROPICANA LAS VEGAS HOLDINGS, LLC

By: *[Signature]*  
Its: CEO

TROPICANA LAS VEGAS RESORT AND CASINO, LLC

By: *[Signature]*  
Its: CEO

TROPICANA REAL ESTATE COMPANY, LLC

By: \_\_\_\_\_  
Its: President & CEO

**OPCO RELATED ENTITIES:**

TROPICANA ENTERTAINMENT INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

NEW TROPICANA HOLDINGS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TROPICANA ATLANTIC CITY CORP.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TROPICANA AC SUB CORP.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

NEW TROPICANA OPCO, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

AZTAR RIVERBOAT HOLDING COMPANY, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

AZTAR INDIANA GAMING COMPANY, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CATFISH QUEEN PARTNERSHIP IN COMMENDAM

By: \_\_\_\_\_  
Its: \_\_\_\_\_

NEW JAZZ ENTERPRISES, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CENTROPLEX CENTRE CONVENTION HOTEL LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TROPICANA REAL ESTATE COMPANY, LLC

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

Its: \_\_\_\_\_

**OPCO RELATED ENTITIES:**

TROPICANA ENTERTAINMENT, INC.

By: *Daniel A. Ninivaggi*

Its: Daniel A. Ninivaggi, Interim CEO

NEW TROPICANA HOLDINGS, INC.

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

Its: Lance J. Millage, SVP Finance and Treasurer

TROPICANA ATLANTIC CITY CORP.

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

Its: Anthony P. Rodio, President and CEO

TROPICANA AC SUB CORP.

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

Its: Anthony P. Rodio, President and CEO

NEW TROPICANA OPKO, INC.

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

Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR RIVERBOAT HOLDING COMPANY, LLC

By: *Daniel A. Ninivaggi*

Its: Daniel A. Ninivaggi, President and CEO

AZTAR INDIANA GAMING COMPANY, LLC

By: *Daniel A. Ninivaggi*

Its: Daniel A. Ninivaggi, President and CEO

CATFISH QUEEN PARTNERSHIP IN COMMENDAM

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

Its: Lance J. Millage, SVP Finance and Treasurer of New Tropicana Opco,  
Inc. it's General Partner

NEW JAZZ ENTERPRISES, LLC

By: *Daniel A. Ninivaggi*

Its: Daniel A. Ninivaggi, President and CEO

CENTROPLEX CENTRE CONVENTION HOTEL LLC

By: *Daniel A. Ninivaggi*

Its: Daniel A. Ninivaggi, President and CEO



TROPICANA REAL ESTATE COMPANY, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**OPCO RELATED ENTITIES:**

TROPICANA ENTERTAINMENT INC.

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, Interim CEO

NEW TROPICANA HOLDINGS, INC.

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

TROPICANA ATLANTIC CITY CORP.

By: \_\_\_\_\_  
Its: Anthony P. Rodio, President and CEO

TROPICANA AC SUB CORP.

By: \_\_\_\_\_  
Its: Anthony P. Rodio, President and CEO

NEW TROPICANA OPKO, INC.

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR RIVERBOAT HOLDING COMPANY, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

AZTAR INDIANA GAMING COMPANY, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

CATFISH QUEEN PARTNERSHIP IN COMMENDAM

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer of New Tropicana Opco,  
Inc. it's General Partner

NEW JAZZ ENTERPRISES, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

CENTROPLEX CENTRE CONVENTION HOTEL LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

TROPICANA REAL ESTATE COMPANY, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**OPCO RELATED ENTITIES:**

TROPICANA ENTERTAINMENT INC.

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, Interim CEO

NEW TROPICANA HOLDINGS, INC.

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

TROPICANA ATLANTIC CITY CORP.

By: \_\_\_\_\_  
Its: Anthony P. Rodio, President and CEO

TROPICANA AC SUB CORP.

By: \_\_\_\_\_  
Its: Anthony P. Rodio, President and CEO

NEW TROPICANA OPKO, INC.

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR RIVERBOAT HOLDING COMPANY, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

AZTAR INDIANA GAMING COMPANY, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

CATFISH QUEEN PARTNERSHIP IN COMMENDAM

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer of New Tropicana Opco,  
Inc. it's General Partner

NEW JAZZ ENTERPRISES, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

CENTROPLEX CENTRE CONVENTION HOTEL LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

NEW ST. LOUIS RIVERBOAT, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

CP ST. LOUIS CASINO, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

CP ST. LOUIS ACQUISITION, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

TAHOE HORIZON, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES TAHOE, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

CP LAUGHLIN REALTY, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES LAUGHLIN, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES VICKSBURG, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

JMBS CASINO, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

GREENVILLE RIVERBOAT, LLC

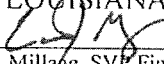
By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO of Lighthouse Point, LLC, it's successor by merger

TROPICANA EXPRESS, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

**OPCO DEBTORS:**

ADAMAR GARAGE CORPORATION  
By:   
Its: Lance J. Millage, SVP Finance and Treasurer

ARGOSY OF LOUISIANA, INC.  
By:   
Its: Lance J. Millage, SVP Finance and Treasurer


ATLANTIC-DEAUVILLE INC.  
By:   
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR CORPORATION  
By:   
Its: Lance J. Millage, SVP Finance and Treasurer


AZTAR DEVELOPMENT CORPORATION  
By:   
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR INDIANA GAMING COMPANY, LLC  
By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

AZTAR INDIANA GAMING CORPORATON  
By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO of Aztar Indiana  
Gaming Company, LLC successor by conversion

AZTAR MISSOURI GAMING CORPORATION  
By:   
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR RIVERBOAT HOLDING COMPANY, LLC  
By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

CATFISH QUEEN PARTNERSHIP IN COMMENDAM  
By:   
Its: Lance J. Millage, SVP Finance and Treasurer of  
New Tropicana Opco, Inc. it's General Partner

CENTROPLEX CENTRE CONVENTION HOTEL, LLC  
By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

**OPCO DEBTORS:**

ADAMAR GARAGE CORPORATION

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

ARGOSY OF LOUISIANA, INC.

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

ATLANTIC-DEAUVILLE INC.

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR CORPORATION

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR INDIANA GAMING COMPANY, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

AZTAR INDIANA GAMING CORPORATON

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO of Aztar Indiana  
Gaming Company, LLC successor by conversion

AZTAR MISSOURI GAMING CORPORATION

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

AZTAR RIVERBOAT HOLDING COMPANY, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

CATFISH QUEEN PARTNERSHIP IN COMMENDAM

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer of  
New Tropicana Opco, Inc. it's General Partner

CENTROPLEX CENTRE CONVENTION HOTEL, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES LAUGHLIN, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES TAHOE, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES VICKSBURG, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

CP BATON ROUGE CASINO, LLC

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

CP LAUGHLIN REALTY, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

JAZZ ENTERPRISES, INC.

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO of New Jazz Enterprises, LLC successor by conversion

JMBS CASINO LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

RAMADA NEW JERSEY HOLDINGS CORPORATION

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

RAMADA NEW JERSEY, INC.

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

ST. LOUIS RIVERBOAT ENTERTAINMENT, INC.

By: \_\_\_\_\_  
Its: Lance J. Millage, SVP Finance and Treasurer

TAHOE HORIZON, LLC

By: *Daniel A. Ninivaggi*  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES LAUGHLIN, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES TAHOE, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

COLUMBIA PROPERTIES VICKSBURG, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

CP BATON ROUGE CASINO, LLC

By: LJM  
Its: Lance J. Millage, SVP Finance and Treasurer

CP LAUGHLIN REALTY, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

JAZZ ENTERPRISES, INC.

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO of New Jazz Enterprises, LLC successor by conversion

JMBS CASINO LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

RAMADA NEW JERSEY HOLDINGS CORPORATION

By: LJM  
Its: Lance J. Millage, SVP Finance and Treasurer

RAMADA NEW JERSEY, INC.

By: LJM  
Its: Lance J. Millage, SVP Finance and Treasurer

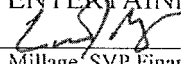
ST. LOUIS RIVERBOAT ENTERTAINMENT, INC.

By: LJM  
Its: Lance J. Millage, SVP Finance and Treasurer

TAHOE HORIZON, LLC

By: \_\_\_\_\_  
Its: Daniel A. Ninivaggi, President and CEO

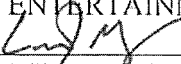
TROPICANA ENTERTAINMENT HOLDINGS, LLC

By:   
Its: Lance J. Millage, SVP Finance and Treasurer


TROPICANA ENTERTAINMENT INTERMEDIATE HOLDINGS, LLC

By:   
Its: Lance J. Millage, SVP Finance and Treasurer

TROPICANA ENTERTAINMENT, LLC

By:   
Its: Lance J. Millage, SVP Finance and Treasurer

TROPICANA EXPRESS, INC.

By:   
Its: Lance J. Millage, SVP Finance and Treasurer

TROPICANA FINANCE CORP.

By:   
Its: Lance J. Millage, SVP Finance and Treasurer



# EXHIBIT A

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## Exhibit A to Settlement Agreement

### Domain Name

arubatropicana.com  
arubatropicana.net  
arubatropicana.org  
insidetropicana.com  
mytropicanaaruba.com  
newtropicanaaruba.com  
thetropicanaaruba.com  
thetropicanaaruba.net  
thetropicanaaruba.org  
thetropicanaarubacasino.com  
thetropicanaarubacasino.net  
thetropicanaarubacasino.org  
thetropicanaresortaruba.com  
thetropicanaresortaruba.net  
thetropicanaresortaruba.org  
tropadvantage.biz  
tropadvantage.com  
tropadvantage.info  
tropadvantage.net  
troparuba.com  
troparuba.net  
troparuba.org  
tropaw.com  
tropaw.net  
tropaw.org  
tropbachelor.com  
tropbachelorette.com  
tropbatonrouge.com  
tropbatonrouge.mobi  
tropbatonrouge.net  
tropcasinobr.com  
tropcasinobr.mobi  
tropcasinobr.net  
tropcasinohotelbatonrouge.com  
tropcasinohotelbatonrouge.mobi  
tropcasinohotelbatonrouge.net  
tropcasinos.com  
tropentertainment.com  
tropevansville.com  
tropgreenville.com  
trophotelbatonrouge.com  
trophotelbatonrouge.mobi  
trophotelbatonrouge.net  
trophotels.com  
tropicana.net  
tropicanaamelia.com  
tropicanaaruba.com  
tropicanaaruba.net  
tropicanaaruba.org  
tropicanaarubablog.com  
tropicanaarubacasino.com

## Exhibit A to Settlement Agreement

tropicanaarubacasino.net  
tropicanaarubacasino.org  
tropicanaarubacasinohotel.com  
tropicanaarubacasinohotel.net  
tropicanaarubacasinohotel.org  
tropicanaarubacasio.com  
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tropicanaarubahotel.net  
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tropicanaarubaresort.com  
tropicanaarubaresort.net  
tropicanaarubaresort.org  
tropicanaarubastore.com  
tropicanaabatonrouge.com  
tropicanaabatonrouge.mobi  
tropicanaabatonrouge.net  
tropicanaabelle.com  
tropicanacasino.info  
tropicanacasinoandresort.net  
tropicanacasinoandresorts.com  
tropicana casinobatonrouge.com  
tropicana casinobatonrouge.mobi  
tropicana casinobatonrouge.net  
tropicana casinohotelresort.com  
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tropicanacasino.com  
tropicana casinos.com  
tropicana casinosandresorts.com  
tropicana corp.com  
tropicana corp.net  
tropicanaent.com  
tropicanaentertainment.com  
tropicanaentertainment.net  
tropicanaevansville.com  
tropicanaexp.com  
tropicanaexpresscasino.com  
tropicanaexpresshotel.com  
tropicanaexpressresort.com  
tropicana gaming.com  
tropicana getaways.com  
tropicana greenville.com  
tropicana hotelandcasino.net  
tropicana hotelaruba.com  
tropicana hotelaruba.net  
tropicana hotelaruba.org  
tropicana hotelbatonrouge.com  
tropicana hotelbatonrouge.mobi

## Exhibit A to Settlement Agreement

tropicanahotelbatonrouge.net  
tropicanahotelbr.com  
tropicanahotelbr.mobi  
tropicanahotelbr.net  
tropicanahotelcasino.com  
tropicanahotelcasinoresort.com  
tropicanahotelcasinoresorts.com  
tropicalaketahoe.com  
tropicalaughlincasino.com  
tropicalouisiana.com  
tropicalamediasite.com  
tropicalams.com  
tropicalanightlife.com  
tropicalaresortaruba.com  
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tropicalaresortaruba.org  
tropicalasales.com  
tropicalaspecials.com  
tropicalatahoe.com  
tropicalavicksburg.com  
tropicalaworldwide.com  
tropicalanax.com  
tropicalanaxpress.com  
tropicalindy.com  
tropicaljobs.com  
tropicalaketahoe.com  
tropicalaughlin.com  
tropicalive.net  
tropicaliveradio.com  
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tropicalocanacasinoaruba.org  
tropicalresorts.com  
tropicaltahoe.com  
tropicalvicksburg.com  
tropicalxplayers.com  
wwwtropicalocanaaruba.com  
wwwtropicalocanaaruba.net  
wwwtropicalocanaaruba.org

# EXHIBIT B

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## Exhibit B to Settlement Agreement

tropscams.com  
tropscams.net  
tropicascams.com  
tropicascams.net  
tropscam.net  
tropicascam.net  
tropicareviews.com  
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tropcasinosucks.com  
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tropicacomplaints.com  
tropicacomplaints.net  
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# EXHIBIT C

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## Exhibit C to Settlement Agreement

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