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Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
CASE NO. 13-

Chapter 11
(Joint Administration Pending)

In re:

RIH ACQUISITIONS NJ, LLC, *et al.*,¹
Debtors-in-Possession.

**NOTICE OF MOTION FOR AN ORDER
APPROVING THE DEBTORS'
RETENTION OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS AND
NOTICING AGENT PURSUANT TO 28
U.S.C. § 156(c)**

HEARING DATE AND TIME:
_____, 2013, at __: __ a.m.

ORAL ARGUMENT REQUESTED

TO: All Parties-in-Interest

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal identification number are: RIH Acquisitions NJ, LLC d/b/a The Atlantic Club Casino Hotel (1695) and RIH Propco NJ, LLC (5454).



PLEASE TAKE NOTICE that pursuant to an Order Regarding Application for Expedited Consideration of First Day Matters served herewith, on the ___ day of November, 2013, at _____ .m., or as soon thereafter as counsel may be heard, the undersigned, proposed counsel for RIH Acquisitions NJ, LLC d/b/a The Atlantic Club Casino Hotel and RIH Propco NJ, LLC, the within debtors and debtors-in-possession (the “**Debtors**”), shall move before the assigned United States Bankruptcy Judge, at the United States Bankruptcy Court, Mitchell H. Cohen U.S. Courthouse, 400 Cooper Street, 4th Floor, Camden, New Jersey 08101, for entry of an Order authorizing the Debtors to employ and retain Kurtzman Carson Consultants LLC as the official claims and noticing agent in the Debtors’ Chapter 11 cases pursuant to 28 U.S.C. § 156(c) (the “**Motion**”).

PLEASE TAKE FURTHER NOTICE that in support of the Motion, the undersigned shall rely on the “First Day” Affidavit of Eric Matejevich and the accompanying Application which sets forth the relevant factual and legal bases upon which the relief requested should be granted. A proposed Order granting the relief requested in the Motion also is submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall be presented in accordance with the Order Regarding Application for Expedited Consideration of First Day Matters.

PLEASE TAKE FURTHER NOTICE that unless objections are timely presented, the Motion shall be deemed uncontested in accordance with D.N.J. LBR 9013-1(a) and the relief requested may be granted without a hearing.

PLEASE TAKE FURTHER NOTICE that the undersigned requests oral argument on the return date of the Motion.

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Proposed attorneys for RIH Acquisitions NJ, LLC, *et al.*,
Debtors-in-Possession

By: /s/ Michael D. Sirota
Michael D. Sirota
Warren A. Usatine
Ryan T. Jareck
Nicholas B. Vislocky

DATED: November 6, 2013

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
CASE NO. 13-

Chapter 11
(Joint Administration Pending)

In re:

RIH ACQUISITIONS NJ, LLC, *et al.*,¹

Debtors-in-Possession.

**APPLICATION IN SUPPORT OF
MOTION FOR AN ORDER APPROVING
THE DEBTORS' RETENTION OF
KURTZMAN CARSON CONSULTANTS
LLC AS CLAIMS AND NOTICING
AGENT PURSUANT TO 28 U.S.C §
156(c)**

HEARING DATE AND TIME:
_____, 2013, at __:__ a.m.

ORAL ARGUMENT REQUESTED

TO: Honorable Judge of the
United States Bankruptcy Court

The Application of RIH Acquisitions NJ, LLC d/b/a The Atlantic Club Casino Hotel and
RIH Propco NJ, LLC, the within debtors and debtors-in-possession (the "**Debtors**"), by and

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal identification number are: RIH Acquisitions NJ, LLC d/b/a The Atlantic Club Casino Hotel (1695) and RIH Propco NJ, LLC (5454).

through their proposed counsel, Cole, Schotz, Meisel, Forman & Leonard, P.A., respectfully represent:

I. INTRODUCTION AND JURISDICTION

1. This Application is submitted in support of the Debtors' motion for an Order authorizing the retention of Kurtzman Carson Consultants LLC ("**KCC**") as the official noticing and claims agent (the "**Notice and Claims Agent**") pursuant to 28 U.S.C. § 156(c) in the Debtors' Chapter 11 cases (the "**Motion**"). In support of the Motion, the Debtors also rely on the Affidavit of Evan Gershbein (the "**Gershbein Affidavit**"), attached as **Exhibit A**.

2. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O).

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

II. BACKGROUND

4. On November 6, 2013 (the "**Filing Date**"), the Debtors filed voluntary petitions for relief pursuant to Chapter 11 of the Bankruptcy Code. Since the Filing Date, the Debtors have remained in possession of their assets – and RIH Acquisitions continues management of its business – as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

5. A detailed description of RIH Acquisitions' business and the facts precipitating the filing of the Debtors' Chapter 11 proceedings are set forth in the Affidavit of Eric Matejevich in support of the Debtors' various "First Day Motions" (the "**Matejevich Affidavit**"). Those facts are incorporated herein by reference.

6. As set forth in the Matejevich Affidavit, RIH Acquisitions is in the hotel and gaming business and owns and operates The Atlantic Club Casino Hotel (formerly The Atlantic City Hilton and ACH) located at Boston Ave. & The Boardwalk in Atlantic City, New Jersey (the "**Atlantic Club Casino**"). The Atlantic Club Casino has 801 hotel rooms, over 75,000

square feet of casino gaming space including state of the art low denomination slots and table games, as well as seven restaurants. The Atlantic Club Casino also offers over 37,000 square feet of versatile event space and can accommodate gatherings of up to 1,600 people.

III. RELIEF REQUESTED AND BASIS THEREFOR

7. This Verified Application is made pursuant to 28 U.S.C. § 156(c), Section 105(a) of the Bankruptcy Code, and General Order Pending Adoption of Local Rule for an order appointing the notice and claims agent to act as the claims and noticing agent in order to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtors' chapter 11 cases. The Debtors' selection of the Notice and Claims Agent to act as the claims and noticing agent has satisfied the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, in that the Debtors have obtained and reviewed engagement proposals from at least two (2) other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that the Notice and Claims Agent's rates are competitive and reasonable given Notice and Claims Agent's quality of services and expertise. The terms of retention are set forth in the Engagement Agreement annexed hereto as **Exhibit B** (the "**Services Agreement**"); *provided, however*, that the Notice and Claims Agent is seeking approval solely of the terms and provisions as set forth in this Application and the proposed order attached hereto.

8. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 2,400 entities to be noticed. Due to the magnitude of parties who would be receiving notice in these cases from the Clerk's Office of the United States Bankruptcy Court for the District of New Jersey (the "**Clerk's Office**"), the Debtors have determined that it would be in the estates' best interest to retain an outside firm to provide

notices and to process claims. Retaining such a firm will relieve the Clerk's Office of a heavy administrative burden and will expedite the noticing of matters and the processing of claims in these cases.

9. The Debtors seek to have KCC appointed as the agent for the Clerk of the Bankruptcy Court in accordance with 28 U.S.C. § 156(c), which provides:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c).

10. KCC is a data processing firm that specializes in noticing, claims processing and other administrative tasks in Chapter 11 cases. The Debtors desire to engage KCC to, in the Debtors' discretion, send out designated notices, and maintain claims files and a claims register. The Debtors believe that such assistance will expedite service of Bankruptcy Rule 2002 notices, streamline the claims administration process, and permit the Debtors to focus on their reorganization efforts.

11. The Debtors believe that KCC has the expertise and is well qualified to provide such services, consultation and assistance. As set forth in the Gershbein Affidavit, KCC has acted as claims and noticing agent and assisted and advised numerous Chapter 11 debtors in connection with noticing, claims administration and reconciliation, and the solicitation, tabulation and administration of plan votes. See, e.g., Wave2Wave Communications, Inc., Case No. 12-13896 (Bankr. D.N.J. 2012); In re The Newark Group, Inc., Case No. 10-27694 (Bankr. D.N.J. 2010); In re Adamar of New Jersey, Inc. & Manchester Mall Inc., Case No. 09-20711 (Bankr. D.N.J. 2009); In re B. Moss Clothing Company Ltd., Case No. 08-33980 (Bankr. D. N.J.

2008); In re Bayonne Medical Center, Case No. 07-15195 (Bankr. D. N.J. 2007); In re Princeton Ski Shop, Inc., et al., Case No. 07-26206 (Bankr. D. N.J. 2007); In re Flat Out Crazy, LLC, et al., Case No. 13-22094 (Bankr. S.D.N.Y. 2013); In re Residential Capital, LLC, No. 12-12020 (Bankr. S.D.N.Y. 2012); In re Connaught Grp., Ltd., No. 12-10512 (SMB) (Bankr. S.D.N.Y. 2012); In re Grubb & Ellis Co., No. 12-10685 (MG) (Bankr. S.D.N.Y. 2012); In re Synagro Techs. Inc., No. 13-11041 (Bankr. D. Del. 2013); In re Otelco Inc., No. 13-10593 (Bankr. D. Del. 2013); In re Ormet Corp., No. 13-10334 (Bankr. D. Del. 2013); In re LCI Holding Co., Inc., No. 12-13319 (Bankr. D. Del. 2012).

12. The Debtors propose that KCC serve as the Notice and Claims Agent in accordance with the certain Services Agreement. This Verified Application pertains only to the work to be performed under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and General Order Pending Adoption of Local Rule, and any work to be performed outside of this scope is not covered by this Section 156(c) Application or by any Order granting approval hereof. Specifically, the Notice and Claims Agent will perform the following tasks in its role as claims and noticing agent (the "**Claims and Noticing Services**"), as well as all quality control relating thereto:

- (a) Prepare and serve required notices and documents in the chapter 11 cases in accordance with the Bankruptcy Code and Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of the chapter 11 cases and the initial meeting of creditors under Section 341 of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of

any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the chapter 11 cases.

- (b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- (d) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Process all proofs of claim received, including those received by the Clerk's Office, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) Maintain the official claims register for each Debtor (the "**Claims Registers**") on behalf of the Clerk's Office; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- (i) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original

claims;

- (j) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (k) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Notice and Claims Agent, not less than weekly;
- (l) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the claims register for the Clerk's review (upon the Clerk's request);
- (m) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register;
- (n) Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (o) If the case is converted to chapter 7, contact the Clerk's Office within three (3) days of the notice to the Notice and Claims Agent of entry of the order converting the case;
- (p) Thirty (30) days prior to the close of these cases, to the extent practicable, request that the Debtors submit to the Court a proposed Order dismissing the Notice and Claims Agent and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of these cases;

- (q) Within seven (7) days of notice to Notice and Claims Agent of entry of an order closing the chapter 11 cases, provide to the Court the final version of the claims register as of the date immediately before the close of the chapter 11 cases; and
- (r) At the close of these cases, box and transport all original documents, in proper format, as provided by the Clerk's Office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's Office.

13. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by Notice and Claims Agent.

14. The Notice and Claims Agent shall not employ any past or present employee of the Debtors for work that involves the Debtors' bankruptcy cases.

15. The Debtors respectfully request that the undisputed fees and expenses incurred by the Notice and Claims Agent in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. The Notice and Claims Agent agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating

to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

16. KCC previously provided services to the Debtors during the period of October 1, 2012 through and including January 31, 2013 (the “**Initial Retention**”). In connection with the Initial Retention, the Debtors provided KCC with a \$25,000.00 retainer (the “**Initial Retainer**”). On February 27, 2013, KCC issued an invoice in the amount of \$15,876.46 for services provide during the Initial Retention (the “**Initial Invoice**”). On October 25, 2013, KCC drew down on the Initial Retainer to satisfy the Initial Invoice, leaving an Initial Retainer balance of \$9,123.54.

17. Prior to the Filing Date, KCC assisted the Debtors in complying with the Worker Adjustment and Retraining Notification Act and the Millville Dallas Airmotive Plant Job Loss Notification Act, including the issuance of WARN notices to more than 1,600 employees of the Debtors (collectively, the “**WARN Act Services**”). On November 6, 2013, KCC drew down \$9,123.54 on the Initial Retainer for contemporaneous WARN Act Services rendered and other charges incurred before the Filing Date, leaving an Initial Retainer balance of \$0.00.

18. On October 25, 2013, KCC received an additional retainer of \$25,000 from RIH Acquisitions associated with these Chapter 11 cases (the “**Second Retainer**”). Thus, as of the Filing Date, KCC maintained a \$25,000 retainer (the “**Bankruptcy Retainer**”) for claims and noticing services to be rendered for and on behalf of the Debtors after the Filing Date. The Debtors have agreed that the Bankruptcy Retainer will be held to secure payment of KCC’s allowed post-petition fees and expenses and applied to KCC’s final invoice.

19. The parties shall have ten (10) days from receipt of the invoice to review such invoice and raise any objections, either formally through the filing of an objection with the Court

or informally through a writing served on KCC, to the fees and expenses being requested by KCC. The Debtors seek authorization to pay KCC the full amount of the requested fees and expenses upon expiration of the ten day review period if no objection has been raised. If an objection has been raised, however, either formally or informally, the Debtors will not pay the objected to amount pending agreement of the parties or an order of this Court authorizing payment.

20. In connection with its retention as claims and noticing agent, the Notice and Claims Agent represents in the Gershbein Affidavit, among other things, that:

- (a) The Notice and Claim Agent will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in these Chapter 11 cases;
- (b) By accepting employment in these Chapter 11 cases, the Notice and Claims Agent waives any rights to receive compensation from the United States government in connection with the Debtors' Chapter 11 cases;
- (c) In its capacity as the Notice and Claims Agent in these Chapter 11 cases, the Notice and Claims Agent will not be an agent of the United States and will not act on behalf of the United States; and
- (d) It is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged.

21. The Debtors believe the notice and claim services to be provided by KCC will not duplicate the services that the Debtors' retained professionals will render to the Debtors. KCC

will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' professionals to avoid the unnecessary duplication of services.

22. This Verified Application complies with the *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)* and conforms to the standard Section 156(c) application in use in this Court. The Debtors have provided copies of this Verified Application to the Clerk of Court and to the United States Trustee and submit that no further notice is necessary under the circumstances.

23. For the foregoing reasons, the Debtors believe that the appointment of KCC as claims and noticing agent is in the best interest of the Debtors and their bankruptcy estates and, therefore, should be approved.

WHEREFORE, the Debtors respectfully request that the Court grant the Motion and such other relief as the Court deems just and appropriate under the circumstances.

Respectfully submitted,

COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
Proposed attorneys for RIH Acquisitions NJ, LLC, *et al.*,
Debtors-in-Possession

By: /s/ Michael D. Sirota
Michael D. Sirota
Warren A. Usatine
Ryan T. Jareck
Nicholas B. Vislocky

DATED: November 6, 2013

EXHIBIT A

EVAN GERSHBEIN, of full age, being duly sworn according to law, upon his oath, deposes and states:

1. I am the Senior Vice President of Corporate Restructuring Services at Kurtzman Carson Consultants LLC (“**KCC**”). KCC is a Chapter 11 administrative claims consultant and analyst, whose offices are located at 599 Lexington Avenue, 39th Floor, New York, New York 10022 and 2335 Alaska Avenue, El Segundo, California 90245. I submit this Affidavit in support of the Application of RIH Acquisitions NJ, LLC d/b/a The Atlantic Club Casino Hotel and RIH Propco NJ, LLC, the within debtors and debtors-in-possession (the “**Debtors**”), to retain KCC as official noticing and claims agent (the “**Notice and Claims Agent**”) in the Debtors’ Chapter 11 proceedings.² Except as otherwise indicated, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.³

SCOPE OF SERVICES

2. The services KCC proposes to render to the Debtors as the Notice and Claims Agent are set forth in the Services Agreement attached to the Application as **Exhibit B** as limited by paragraph 15 of the Application. As Notice and Claims Agent, the services my firm proposes to render to the Office of the Clerk of the Bankruptcy Court for the District of New Jersey (the “**Clerk’s Office**”) and the Debtors include, among other things, the following: (a) serving required notices in these chapter 11 cases; (b) maintaining all proofs of claim and proofs of interests filed in these chapter 11 cases (collectively, the “**Claims**”); (c) docketing all the Claims; (d) maintaining and transmitting to the Clerk the official claims registers; (e) maintaining current

² Capitalized terms not otherwise defined in this Affidavit shall have the meanings ascribed to them in the Application.

³ Certain of the disclosures herein relate to matters within the knowledge of other employees of KCC and are based on information provided by them.

mailing lists of all entities that have filed Claims and notices of appearance; (f) providing the public access for examination to all Claims at its premises during regular business hours and without charge; and (g) recording all transfers of claims.

3. Subject to this Court's approval, the Debtors will employ KCC to provide the services set forth above pursuant to the terms of the Services Agreement. KCC will provide the Debtors with claims management consulting and computer services to manage their cases efficiently. In the event that KCC's services are terminated by an order from this Court, KCC will perform its duties until the occurrence of a complete transition with the Clerk's Office or any successor claims and noticing agent.

KCC'S COMPENSATION

4. KCC charges the rates set forth in the Fee Schedule annexed to the Services Agreement. I respectfully submit that the proposed rates under the Fee Schedule are reasonable and appropriate for services of this nature. The cost of KCC's services will be paid from the Debtors' estates as provided by 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code.

5. Under the Services Agreement, KCC will invoice the Debtors monthly for services rendered to the Debtors during the preceding month. In addition, KCC shall provide the parties listed in paragraph 18 of the Application with its invoice on a monthly basis setting forth the fees and expenses being charged to the Debtors.

6. KCC previously provided services to the Debtors during the period of October 1, 2012 through and including January 31, 2013 (the "**Initial Retention**"). In connection with the Initial Retention, the Debtors provided KCC with a \$25,000.00 retainer (the "**Initial Retainer**"). On February 27, 2013, KCC issued an invoice in the amount of \$15,876.46 for services provide

during the Initial Retention (the “**Initial Invoice**”). On October 25, 2013, KCC drew down on the Initial Retainer to satisfy the Initial Invoice, leaving an Initial Retainer balance of \$9,123.54.

7. Prior to the Filing Date, KCC assisted the Debtors in complying with the Worker Adjustment and Retraining Notification Act and the Millville Dallas Airmotive Plant Job Loss Notification Act, including the issuance of WARN notices to more than 1,600 employees of the Debtors (collectively, the “**WARN Act Services**”). On November 6, 2013, KCC drew down \$9,123.54 on the Initial Retainer for contemporaneous WARN Act Services rendered and other charges incurred before the Filing Date, leaving an Initial Retainer balance of \$0.00.

8. On October 25, 2013, KCC received an additional retainer of \$25,000 from RIH Acquisitions associated with these Chapter 11 cases (the “**Second Retainer**”). Thus, as of the Filing Date, KCC had a \$25,000 retainer (the “**Bankruptcy Retainer**”) for claims and noticing services to be rendered for and on behalf of the Debtors after the Filing Date. The Debtors have agreed that the Bankruptcy Retainer will be held to secure payment of KCC’s allowed post-petition fees and expenses and applied to KCC’s final invoice.

9. KCC will comply with all requests of the Clerk’s Office and will follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of section 156(c) of title 28 of the United States Code, 28 U.S.C. § 156(c).

KCC’S QUALIFICATIONS

10. KCC is one of the country’s leading chapter 11 administrators, which specializes in providing comprehensive consulting and bankruptcy data management services to chapter 11 debtors in order to streamline and manage the administrative burdens imposed upon debtors in chapter 11 cases. Such services include, but are not limited to, providing noticing services, administering claims and performing other miscellaneous administrative services.

11. My firm is providing and has provided identical or substantially similar services to other chapter 11 debtors in various jurisdictions. See, e.g., Wave2Wave Communications, Inc., Case No. 12-13896 (Bankr. D.N.J. 2012); In re The Newark Group, Inc., Case No. 10-27694 (Bankr. D.N.J. 2010); In re Adamar of New Jersey, Inc. & Manchester Mall Inc., Case No. 09-20711 (Bankr. D.N.J. 2009); In re B. Moss Clothing Company Ltd., Case No. 08-33980 (Bankr. D. N.J. 2008); In re Bayonne Medical Center, Case No. 07-15195 (Bankr. D. N.J. 2007); In re Princeton Ski Shop, Inc., et al., Case No. 07-26206 (Bankr. D. N.J. 2007); In re Flat Out Crazy, LLC, et al., Case No. 13-22094 (Bankr. S.D.N.Y. 2013); In re Residential Capital, LLC, No. 12-12020 (Bankr. S.D.N.Y. 2012); In re Connaught Grp., Ltd., No. 12-10512 (SMB) (Bankr. S.D.N.Y. 2012); In re Grubb & Ellis Co., No. 12-10685 (MG) (Bankr. S.D.N.Y. 2012); In re Synagro Techs. Inc., No. 13-11041 (Bankr. D. Del. 2013); In re Otelco Inc., No. 13-10593 (Bankr. D. Del. 2013); In re Ormet Corp., No. 13-10334 (Bankr. D. Del. 2013); In re LCI Holding Co., Inc., No. 12-13319 (Bankr. D. Del. 2012)

12. Accordingly, I submit that KCC is well qualified to serve as Notice and Claims Agent in these chapter 11 cases.

KCC'S DISINTERESTEDNESS

13. Although KCC is not to be retained as a professional person pursuant to section 327 of the Bankruptcy Code, to the best of my knowledge, the members and employees of KCC: (a) do not have any material adverse connection with the Debtors, the Debtors' creditors or any other party in interest or their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee, and (b) do not hold or represent an interest adverse to the Debtors' estates.

14. To the best of my knowledge, and based solely upon information provided to me by the Debtors, neither KCC, nor any employee thereof, has any material connection with the

Debtors, their creditors or any other party in interest herein. KCC may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are completely unrelated to these chapter 11 cases. In addition, KCC personnel may have relationships with some of the Debtors' creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. KCC has and will continue to represent clients in matters unrelated to these chapter 11 cases.

15. Similarly, to the best of my knowledge, KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b), in that its members and employees:

- (a) Are not creditors, equity security holders, or insiders of the Debtors;
- (b) Were not, within two years before the filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and
- (c) Do not have an interest materially adverse to the interest of the estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

16. KCC represents, among other things, that in connection with its role as Claims and Notice Agent:

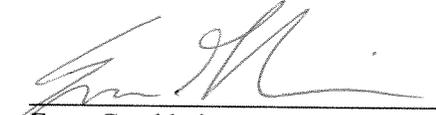
- (a) It is not and will not be employed by any federal or state agency (the "**Government**") and will not seek any compensation from the Government;
- (b) By accepting employment in these chapter 11 cases, it waives any right to receive compensation from the Government;
- (c) It is not an agent of the United States and is not acting on behalf of the United States; and

- (d) It will not employ any past or present employee of the Debtors for work involving the Debtors' chapter 11 cases.

17. I declare under the penalty of perjury under the laws of the United States of America that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

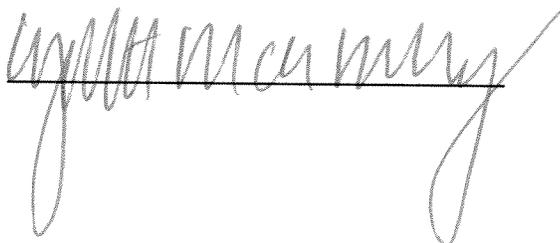
Executed this 6th day of November, 2013

Kurtzman Carson Consultants LLC

By: 
Evan Gershbein
Senior Vice President

Subscribed and sworn to before me on this 6th day of November, 2013, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature: 

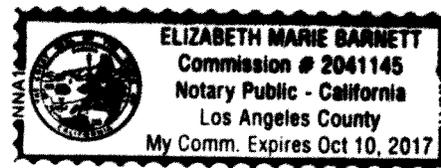


EXHIBIT B



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 25th day of October, 2013, between RIH Acquisitions NJ, LLC (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law



KCC AGREEMENT FOR SERVICES

and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.



KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or



KCC AGREEMENT FOR SERVICES

express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Atlantic Club Casino
Boston and the Boardwalk
Atlantic City, NJ 08401
Attn: Eric Matejevich
NY: (212) 230-3301
AC: (609) 340-7021
E-Mail: ematejevich@atlanticclubcasino.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement



KCC AGREEMENT FOR SERVICES

between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Los Angeles County, State of California.

XVIII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC


BY: Evan Gershbein DATE: 10/25/13
TITLE: Senior Vice President, Corporate Restructuring Services

RIH Acquisitions NJ, LLC


BY: Eric Matejevich DATE: 10/25/13
TITLE: Co-Chief Operating Officer

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)
COLE, SCHOTZ, MEISEL,
FORMAN & LEONARD, P.A.
A Professional Corporation
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800
Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Ryan T. Jareck, Esq.
Nicholas B. Vislocky, Esq.
(201) 489-3000
(201) 489-1536 Facsimile
Proposed attorneys for RIH Acquisitions NJ, LLC, *et al.*,
Debtors-in-Possession

In re:

RIH ACQUISITIONS NJ, LLC, *et al.*,¹

Debtors-in-Possession.

Case No. 13-

Judge:

Chapter 11

(Joint Administration Pending)

Hearing Date and Time:

_____, 2013, at __:__ .m.

**ORDER APPROVING THE DEBTORS' RETENTION OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT PURSUANT TO 28 U.S.C § 156(c)**

The relief set forth on the following pages, numbered two (2) through seven (8), is hereby
ORDERED.

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal identification number are: RIH Acquisitions NJ, LLC d/b/a The Atlantic Club Casino Hotel (1695) and RIH Propco NJ, LLC (5454).

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Debtor: RIH ACQUISITIONS NJ, LLC, *et al.*
Case No. 13-
Caption of Order: ORDER APPROVING THE DEBTORS' RETENTION OF KURTZMAN
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AGENT PURSUANT TO 28 U.S.C § 156(c)

THIS MATTER having been opened to the Court by RIH Acquisitions NJ, LLC d/b/a The Atlantic Club Casino Hotel and RIH Propco NJ, LLC, the within debtors and debtors-in-possession (the “**Debtors**”), by and through their proposed counsel, Cole, Schotz, Meisel, Forman & Leonard, P.A., upon motion for entry of an Order approving the Debtors’ retention of Kurtzman Carson Consultants LLC (“**KCC**”) as the official claims and noticing agent (the “**Notice and Claims Agent**”) pursuant to 28 U.S.C. § 156(c) (the “**Motion**”); and it appearing that good and sufficient notice of the Motion having been provided in accordance with the Order Regarding Application for Expedited Consideration of First Day Matters previously entered by the Court, as evidenced by the Affidavit of Service filed with the Court; and the Court having considered all the motion papers, the opposition thereto, if any, and the arguments of counsel, if any; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and other good cause having been shown,

IT IS ORDERED as follows:

1. Notwithstanding the terms of the Services Agreement attached as Exhibit B to the Application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain the Notice and Claims Agent effective as of the date of the commencement of these cases under the terms of the Services Agreement² (except

² Capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Application.

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Debtor: RIH ACQUISITIONS NJ, LLC, *et al.*
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as otherwise set forth in this Order), and the Notice and Claims Agent is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application (the "**Claims and Noticing Services**").

3. The Notice and Claims Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk's Office with a certified duplicate thereof upon the request of the Clerk.

4. The Notice and Claims Agent is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

5. The Notice and Claims Agent is authorized to take such other action to comply with all duties set forth in the Application.

6. Subject to paragraphs 7 and 8 of this Order, the Debtors are authorized to compensate the Notice and Claims Agent in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by the Notice and Claims Agent and the rates charged for each, and to reimburse the Notice and Claims Agent for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for the Notice and Claims Agent to file fee

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applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. The Notice and Claims Agent shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

8. Parties shall have ten (10) days from receipt of the invoice to review such invoice and raise any objections, either formally through the filing of an objection with the Court or informally through a writing served on KCC, to the fees and expenses being requested by KCC. If an objection is interposed, the parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices. The parties may seek resolution of the matter from the Court if resolution is not achieved. The Debtors are authorized to pay KCC the full amount of the requested fees and expenses upon expiration of the ten (10) day review if no objection has been raised without further order of the Court. If an objection has been raised, the Debtors may not pay the objected to amount pending agreement of the parties or an order of this Court authorizing payment.

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9. Pursuant to Section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of the Notice and Claims Agent under this Order shall be an administrative expense of the Debtors' estates.

10. KCC may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount of \$25,000, and thereafter, KCC may hold its retainer under the Services Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement.

11. The Debtors shall indemnify the Notice and Claims Agent under the terms of the Services Agreement.

12. The Notice and Claims Agent shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

13. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify the Notice and Claims Agent, or provide contribution or reimbursement to the Notice and Claims Agent, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Notice and Claims Agent's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Notice and Claims Agent's contractual obligations if

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the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Notice and Claims Agent should not receive indemnity, contribution or reimbursement under the terms of the Services Agreement as modified by this Order.

14. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, the Notice and Claims Agent believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Notice and Claims Agent must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Notice and Claims Agent before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Notice and Claims Agent for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Notice and Claims Agent. All parties in

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interest shall retain the right to object to any demand by the Notice and Claims Agent for indemnification, contribution or reimbursement.

15. In the event the Notice and Claims Agent is unable to provide the services set out in this order, the Notice and Claims Agent will immediately notify the Clerk's Office and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk's Office and Debtors' attorney.

16. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by the Notice and Claims Agent but is not specifically authorized by this Order.

17. The Debtors and the Notice and Claims Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

18. Notwithstanding any term in the Services Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

19. The Notice and Claims Agent shall not cease providing claims processing services during the chapter 11 case(s) for any reason, including nonpayment, without an order of the Court.

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Debtor: RIH ACQUISITIONS NJ, LLC, *et al.*
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AGENT PURSUANT TO 28 U.S.C § 156(c)

20. In the event of any inconsistency between the Services Agreement, the Application and the Order, the Order shall govern.

21. The Debtors and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

22. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

23. A true copy of this Order shall be served on all parties-in-interest within seven (7) days of the date hereof.