



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)
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NJ, LLC, *et al.*, Debtors-in-Possession

In re:

RIH ACQUISITIONS NJ, LLC, *et al.*,¹

Debtors-in-Possession.

Case No. 13- 34483
Judge:
Chapter 11
(Joint Administration Pending)
Hearing Date and Time:
_____, 2013, at ___:___m.

**ORDER AUTHORIZING RIH ACQUISITIONS NJ, LLC TO CONTINUE MAKING
INSTALLMENT PAYMENTS UNDER A PREPETITION INSURANCE PREMIUM
FINANCING AGREEMENT**

The relief set forth on the following pages, numbered two (2) and three (3), is hereby
ORDERED.

11/8/13

C. U.S. BJ

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 AUTHORIZING RIH ACQUISITIONS NJ, LLC TO
CONTINUE MAKING INSTALLMENT PAYMENTS UNDER A
PREPETITION INSURANCE PREMIUM FINANCING AGREEMENT

THIS MATTER having been opened to the Court by RIH Acquisitions NJ, LLC d/b/a The Atlantic Club Casino Hotel (“**RIH Acquisitions**”) 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., for entry of an order authorizing, on an emergency basis, RIH Acquisitions to continue making, in its discretion, all postpetition installment payments under a certain prepetition insurance premium finance agreement as such installment payments come due; and upon consideration of the Motion and all pleadings related thereto, including the Affidavit of Eric Matejevich in support of the Debtors’ various “First Day Motions” (the “**Matejevich Affidavit**”);² and the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and (c) notice of the Motion was due and proper under the circumstances; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and after due deliberation, and good and sufficient cause appearing,

IT IS HEREBY ORDERED THAT:

1. RIH Acquisitions is authorized to pay its regular monthly installment payments under the Premium Financing Agreement as they come due in the ordinary course of business and honor the terms of the Premium Financing Agreement.

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

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2. RIH Acquisitions is authorized to renew or enter into new insurance policies and new financing arrangements as may be required as the annual terms of existing arrangements expire.

5. Nothing in the Motion or this Order, or RIH Acquisitions' payment of premium installment payments pursuant to this Order, shall be deemed or construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim; or (c) an approval or assumption of any executory contract or unexpired lease pursuant to Section 365 of the Bankruptcy Code.

6. RIH Acquisitions' banks and financial institutions are authorized to process and honor all checks and transfers issued for payments approved by this Order and/or to reissue checks for any payments approved by this Order where checks may be dishonored postpetition without any duty of further inquiry and without liability.

7. To the extent applicable, the requirements set forth in Bankruptcy Rule 6003(b) are satisfied or otherwise deemed waived.

8. The fourteen (14) day stay under Bankruptcy Rule 6004(h) is hereby waived with respect to this Order and the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.