



<p>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</p>	
<p>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, New Jersey 07602-0800 Michael D. Sirota, Esq. Warren A. Usatine, Esq. Ryan T. Jareck, Esq. Nicholas B. Vislocky, Esq. (201) 489-3000 (201) 483-1536 Facsimile</p>	
<p>Attorneys for RIH Acquisitions NJ, LLC <i>et al.</i>, Debtors-In-Possession</p>	
<p>In re:</p>	
<p>RIH ACQUISITIONS NJ, LLC, <i>et al.</i>,¹</p>	
<p>Debtors.</p>	

Case No. 13-34483 (GMB)
(Jointly Administered)

Chief Judge: Gloria M. Burns

Chapter 11

ORDER AUTHORIZING THE DEBTORS' EMPLOYMENT AND RETENTION OF ERNST & YOUNG LLP AS A NON-LEGAL ORDINARY COURSE PROFESSIONAL NUNC PRO TUNC TO THE FILING DATE

The relief set forth on the following pages, numbered two (2) through four (4), is hereby **ORDERED**.

DATED: 3/26/2014


Gloria M. Burns, Chief Judge
United States Bankruptcy Court Judge

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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THIS MATTER having been brought before 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**”), upon the *Order Authorizing RIH Acquisitions' Retention and Compensation of Non-Legal Professionals Utilized by it in the Ordinary Course of Business Nun Pro Tunc to the Filing Date* (the “**OCP Order**,” [Docket No. 83])²; the *First Supplement to List of Ordinary Course Professionals Under Order Authorizing the Debtors to Retain and Employ Professionals Utilized in the Ordinary Course of Business* (the “**OCP List**,” [Docket No. 326]); and the *Affidavit in Support of Employment and Retention of Ernst & Young LLP as Ordinary Course Professional* (the “**EY Affidavit**,” [Docket No. 364]); and good and sufficient notice of the OCP Order, OCP List and EY Affidavit having been provided; and the Court having considered the OCP Order, OCP List and EY Affidavit; and good cause appearing for the entry of this Order:

IT IS ORDERED as follows:

1. The Debtors are authorized to retain, employ, compensate, and reimburse expenses of Ernst & Young LLP (“**EY**”) as a non-legal ordinary course professional pursuant to the OCP Order, *nunc pro tunc* to November 6, 2013 (the “**Filing**”

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the EY Affidavit.

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Debtors: RIH ACQUISITIONS NJ, LLC, *et al.*

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Date”), on the terms and conditions set forth in the Engagement Letters (annexed to the EY Affidavit as Exhibits A-1, A-2, A-3 and A-4).

2. The provisions set forth in the Engagement Letters are approved in all respects except as expressly limited or modified by this Order.

3. The Debtors shall indemnify and hold harmless EY and the EY Persons (as defined in the Engagement Letters, and pursuant to the terms thereof), subject to the following:

- a) EY shall not be entitled to indemnification or reimbursement of expenses pursuant to the Engagement Letters unless such indemnification or reimbursement of expenses are approved by the Court;
- b) Notwithstanding any provision of the Engagement Letters to the contrary, the Debtors shall have no obligation to indemnify or provide reimbursement of expenses to EY for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from EY’s gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtors allege the breach of EY’s contractual obligations, unless the Court determines that indemnification or reimbursement of expenses would be permissible pursuant to In re United Artists Theatre Company, et al., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to EY’s gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which EY should not receive indemnity or reimbursement of expenses under the terms of the Engagement Letters, as modified by this Order;
- c) If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in this case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing this Chapter 11 case, EY believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors’

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indemnification or expense reimbursement obligations under the Engagement Letters (as modified by this Order), including without limitation any advancement of defense costs, EY must file an application therefor in this Court, and the Debtors may not pay any such amounts to EY before the entry of an order by this Court approving any such payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request by EY for indemnification or reimbursement of expenses, and is not intended to limit the duration of the Debtors' obligations to indemnify or reimburse expenses of EY.

4. Paragraphs 16, 17 and 18 of the "General Terms and Conditions" section of the Tax Services Engagement Letter (annexed to the EY Affidavit as Exhibit A-1) are hereby deemed stricken.

5. The Debtors and EY are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order and the OCP Order.

6. The relief granted herein shall be binding upon any Chapter 11 trustee appointed in these Chapter 11 cases, or upon any Chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 cases to a cases under Chapter 7.

7. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, this Order shall be immediately effective and enforceable upon its entry.