

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

In re	:	Case No. 12-12013
	:	
LOUISIANA RIVERBOAT GAMING	:	Chapter 11
PARTNERSHIP, <i>et al.</i>¹	:	
	:	Jointly Administered

**STIPULATION AND AGREEMENT WITH RESPECT TO CONSUMMATION OF
JOINT CHAPTER 11 PLAN FOR LOUISIANA RIVERBOAT GAMING
PARTNERSHIP AND AFFILIATES AS AMENDED THROUGH JUNE 24, 2013 [P-534]**

The ad hoc group of First Lien Lenders (“First Lien Ad Hoc Group”), the above-captioned debtors (the “Debtors”) and the Reorganized Debtors² enter into this Stipulation and Agreement With Respect to Consummation of Joint Chapter 11 Plan for Louisiana Riverboat Gaming Partnership and Affiliates as Amended Through June 24, 2013 [P-534] (“Stipulation”), on the following terms and conditions:

1. The Debtors and the First Lien Ad Hoc Group agree to waive the following conditions precedent set forth in Sections 10.1.6 and 10.1.7 of the Plan which provide:

10.1.6 Except as otherwise specifically provided in this Plan, all fees and expenses due to or incurred by Professionals for the Debtors through the Effective Date not previously paid pursuant to interim or final orders of the Bankruptcy Court shall have been paid into and shall be held in escrow, free and clear of Liens, Claims and Encumbrances (other than the rights of such Professionals to be paid from such funds) until due and payable in accordance with applicable court order.

10.1.7 Except as otherwise specifically provided in this Plan, all fees and expenses due to or incurred by professionals for the First Lien Agent and the First

¹ Legends Gaming of Louisiana-1, LLC (12-12014); Legends Gaming of Louisiana-2, LLC (12-12015); Legends Gaming, LLC (12-12017); Legends Gaming of Mississippi, LLC (12-12019); and Legends Gaming of Mississippi RV Park, LLC (12-12020) are being jointly administered with Louisiana Riverboat Gaming Partnership pursuant to order of this Court [P-6]

² All capitalized terms used, but not defined in this Stipulation herein, shall have the meanings ascribed to them in the *Joint Chapter 11 Plan for Louisiana Riverboat Gaming Partnership and Affiliates as Amended Through June 24, 2013* [P-534] (the “Plan”) and related documents.

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Lien Ad Hoc Group through the Effective Date that have not been previously paid shall have been paid in cash directly to each such professional.

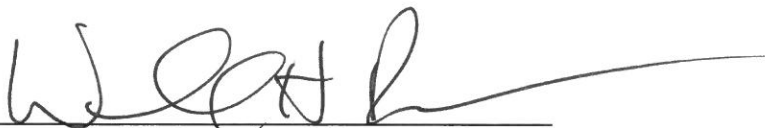
2. After the occurrence of the Effective Date (which is expected to occur on April 30, 2014), the Reorganized Debtors shall assume and pay in full all unpaid fees and expenses due to or incurred by Professionals for the Debtors through the Effective Date, including the fees and expenses of Kasowitz, Benson, Torres, & Friedman, LLP in the ordinary course of business.

3. After the occurrence of the Effective Date, the Reorganized Debtors shall assume and pay in full the reasonable fees and expenses due to or incurred by the First Lien Ad Hoc Group's professionals, Houlihan, Lokey, Howard & Zukin Capital, Inc. through the Effective Date of the Plan in the ordinary course of business. The transaction fee due to Houlihan Lokey Capital, Inc. shall be paid in five (5) successive monthly installments of \$100,000 each beginning on the Effective Date until paid in full.

4. This Stipulation shall be null and void *ab initio* and of no effect whatsoever if (i) the Effective Date does not occur by May 1, 2014 or any extension of such date agreed to by the Debtors and the First Lien Ad Hoc Group in accordance with the Plan, or (ii) each of the professionals named in Paragraphs 2 and 3 of this Stipulation does not consent to the payment of fees and expenses as described therein.

5. The payments of fees and expenses pursuant to this Stipulation shall be free and clear of any lien, claim, charge, or security interest of the lenders under the Credit Agreement and shall not constitute an event of default in or be subject to claw back or recovery under any such credit or loan agreements.

Dated: April 30, 2014



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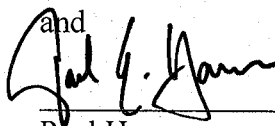
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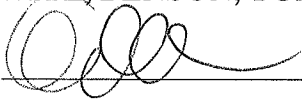
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CONSENT TO PAYMENT OF FEES AS DESCRIBED IN PARAGRAPHS 2 AND 3:

KASOWITZ, BENSON, TORRES & FRIEDMAN, LLP

BY:



HOULIHAN LOKEY CAPITAL, INC.

BY:

CONSENT TO PAYMENT OF FEES AS DESCRIBED IN PARAGRAPHS 2 AND 3:

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