

### Confidentiality Agreement

This confidentiality agreement (this "Agreement") is entered into as of October 13, 2010 by and between New Nugget Gaming LLC ("Buyer") and RIH Acquisitions NJ, LLC and RIH Propco NJ, LLC (collectively, "Seller") in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof, between Seller and Buyer (the "Asset Purchase Agreement") pursuant to which Buyer has agreed to acquire certain real estate and business assets (the "Transaction") used in connection with the operation of that certain casino hotel complex in Atlantic City, New Jersey known as the Atlantic City Hilton (the "Property"). For purposes of this Agreement, (i) prior to the Closing, Buyer shall be referred to herein as the "Receiving Party" and Seller shall be referred to as the "Disclosing Party" and (ii) following the Closing, Seller shall be referred to herein as the "Receiving Party" and Buyer shall be referred to as the "Disclosing Party". Capitalized terms used herein but not otherwise defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

In connection with the Transaction, Seller and/or its members, employees, agents, attorneys, accountants and other representatives (collectively, the "Representatives") may provide Buyer with, and Buyer may obtain, certain information regarding Seller and/or the Property, including, but not limited to, financial information, business operation, marketing activities, investment activities, proprietary information, operational data, or strategic plans. All such information with which Buyer has been provided, is subsequently provided (by Seller or its Representatives), or is obtained through the course of Buyer due diligence with respect to the Transaction, together with any analyses, compilations, studies, marketing materials, or other documents that contain or otherwise reflect such information shall be deemed to be confidential or proprietary (whether or not identified as such when so provided) and shall be referred to in this Agreement as the "Proprietary Information".

Notwithstanding the foregoing, the term "Proprietary Information" specifically excludes (i) any information or material that is or becomes generally available to the public, other than as a result of a disclosure by either party or its Representatives in breach of this Agreement, and (ii) following the Closing, with respect to Seller's obligations under this Agreement, any Proprietary Information pertaining to the Excluded Assets.

The Receiving Party hereby agrees to keep all Proprietary Information strictly confidential and, without the Disclosing Party's prior written consent, will not, directly or indirectly, disclose or reveal any Proprietary Information (or the contents thereof) to any person other than to its Representatives who are actively and directly participating in the Transaction, have a need to review the Proprietary Information in connection with the Transaction, and who would customarily have access to such Proprietary Information in the normal course of performing their duties. The Receiving Party shall (i) inform all parties being delivered or provided with access to the Proprietary Information of the confidential nature of the Proprietary Information, (ii) cause such parties to observe and comply with the terms of this Agreement, and (iii) be responsible for any breach by such parties of the terms of this Agreement. Notwithstanding anything to the contrary contained herein, following the Closing (a) Buyer shall

be free to use and disclose, as it so chooses, any Proprietary Information to the extent such Proprietary Information is among the Assets purchased by Buyer pursuant to the Asset Purchase Agreement, and (b) Seller shall be free to use and disclose, as it so chooses, any Proprietary Information to the extent such Proprietary is among the Excluded Assets that remain as property of Seller pursuant to the Asset Purchase Agreement.

The Receiving Party further agrees that, the Proprietary Information (including the contents thereof) will not be used, duplicated, or disseminated by the Receiving Party or its Representatives other than to the extent necessary in connection with the Transaction. The Receiving Party will not use, or permit the use of, any Proprietary Information (or the contents thereof) in any manner or in respect of any transaction other than in connection with the Transaction. Notwithstanding anything to the contrary contained herein, the Proprietary Information (and the contents thereof) shall not be used in any way which would (i) directly or indirectly benefit the Receiving Party; (ii) not be in the best interest of the Disclosing Party; or (iii) which would be detrimental to the business interest of the Disclosing Party.

Notwithstanding the above, the Receiving Party shall have the right to disclose such Proprietary Information to the extent that the Receiving Party is compelled by legal regulations (including gaming regulations) or process (by request for information or documents in legal proceedings, interrogatories, subpoena, civil investigative demand or similar process or other order issued by a court of competent jurisdiction or by a government agency) to do so. If the Receiving Party or its Representatives receives a request or becomes aware that it or any party to which it discloses any portion of the Proprietary Information has received a request to disclose all or any part of the Proprietary Information under the terms of a request for information or documents in legal proceedings, interrogatories, subpoena, civil investigative demand or similar process or other order issued by a court of competent jurisdiction or by a government agency, the Receiving Party shall: (i) prior to complying with such request, immediately notify the Disclosing Party and its counsel in writing of the existence, terms, and circumstances surrounding such a request; (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow that request; (iii) if disclosure of that Proprietary Information is required, furnish only such portion of the Proprietary Information as the Receiving Party is advised by its counsel that the Receiving Party is legally required to disclose; and (iv) cooperate with the Disclosing Party, at the Disclosing Party's expense, in the Disclosing Party's or the Receiving Party's efforts to resist or narrow that request and to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Proprietary Information that is required to be disclosed.

Within ten (10) days of the termination of the Asset Purchase Agreement, Buyer shall return to Seller all copies of documents and all other materials constituting Proprietary Information (along with all notes, memoranda, reports, analyses, and other writings (including, but not limited to, those in electronic format) based thereon.

The Receiving Party hereby agrees and acknowledges that the Disclosing Party will suffer irreparable harm from, and will not have an adequate remedy at law with respect to, any breach or violation of this Agreement. Accordingly, the Disclosing Party will be entitled to

an injunction, specific performance or other equitable remedies in the event of any actual or threatened breach or violation of this Agreement, in addition to any and all other remedies available to the Disclosing Party at law or in equity. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

Other than as expressly set forth in the Asset Purchase Agreement, no representations, warranties or covenants, expressed or implied, as to the accuracy or completeness of the Proprietary Information are given by Seller. Other than expressly set forth in the Asset Purchase Agreement, none of Seller nor any of its respective Representatives, shareholders, affiliates, directors, officers, employees or agents shall have any liability to Buyer or any other party (irrespective of whether such party was authorized to receive such Proprietary Information under the terms of this Agreement), resulting from use and/or reliance on the Proprietary Information.

Buyer and Seller agree to indemnify and hold harmless the other from and against any and all loss, costs, damages and judgments (including reasonable attorneys' fees and disbursements and the cost of enforcing this indemnity) arising from any breach of such party's obligations under this Agreement.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

This Agreement shall be governed by, and construed in accordance with, the laws of New Jersey and each party hereby consents to jurisdiction of the courts of New Jersey over any matter arising hereunder.

Delivery of an executed acknowledgment of this Agreement by facsimile or email shall constitute effective delivery of this Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the matters covered hereby and may be amended only by an agreement in writing signed by the parties hereto.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties' respective successors and assigns.

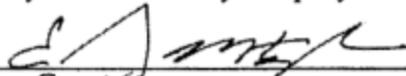
This Agreement shall be deemed to be continuing in nature, and it is the intention of Buyer and Seller that the obligations and liabilities of the parties hereunder are absolute and unconditional under any and all circumstances.

[Signature Page Follows]

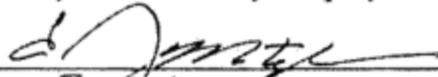
above. This Agreement has been executed by the parties hereto as of the date first written

**SELLER:**

RIH ACQUISITIONS NJ, LLC,  
a New Jersey limited liability company

By:   
Name: ERIC J. MATEJOVICH  
Title: SENIOR VICE PRESIDENT

RIH PROPCO NJ, LLC,  
a New Jersey limited liability company

By:   
Name: ERIC J. MATEJOVICH  
Title: CHIEF FINANCIAL OFFICER

**BUYER:**

NEW NUGGET GAMING, LLC,  
a New Jersey limited liability company

By: \_\_\_\_\_  
Name:  
Title:

above. This Agreement has been executed by the parties hereto as of the date first written

**SELLER:**

RIH ACQUISITIONS NJ, LLC,  
a New Jersey limited liability company

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

Name:

Title:

RIH PROPCO NJ, LLC,  
a New Jersey limited liability company

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

Name:

Title:

**BUYER:**

NEW NUGGET GAMING, LLC,  
a New Jersey limited liability company

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

Name: NICHOLAS C. RIBU

Title: PRES.