

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Escrow Agreement**”), dated as of October 13, 2010 by and among RIH ACQUISITIONS NJ, LLC, a New Jersey limited liability company, and RIH PROPCO NJ, LLC, a New Jersey limited liability company (collectively, “**Seller**”), and NEW NUGGET GAMING, LLC, a New Jersey limited liability company (“**Buyer**”), and McCarter & English, LLP (the “**Escrow Agent**”).

W H E R E A S:

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement of even date herewith (the “**Asset Purchase Agreement**,” capitalized terms used herein without definition being used herein as therein defined) providing for the purchase by Buyer of substantially all of the assets of Seller for the Purchase Price (the “**Purchase Price**”);

WHEREAS, pursuant to the Asset Purchase Agreement Buyer is required to pay a \$2,500,000 deposit (the “**Deposit**”) toward the aggregate Purchase Price for the Assets, which Deposit may either be refunded to Buyer, be applied toward the aggregate Purchase Price, or become the property of Seller as liquidated damages and not as a penalty, all in accordance with and as set forth in the Asset Purchase Agreement; and

WHEREAS, Buyer and Seller wish to have the Escrow Agent act as escrow agent to hold and disburse the Deposit in accordance with the Asset Purchase Agreement and this Escrow Agreement; and

WHEREAS, the Escrow Agent is willing so to serve as escrow agent pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

Section 1. Appointment of Escrow Agent. Buyer and Seller hereby appoint the Escrow Agent to act as escrow agent on the terms and conditions set forth herein and the Escrow Agent hereby accepts such appointment on such terms and conditions.

Section 2. Escrow Fund. Subject to the terms hereof, Buyer and Seller each hereby instruct the Escrow Agent to hold, and the Escrow Agent, agrees to hold, the Deposit, together with all dividends, interest or other earnings thereon (the “**Escrow Fund**”) and disburse the Escrow Fund, to Buyer or Seller as required or permitted herein.

Section 3. Disbursement of Escrow Fund.

(a) Seller and Buyer hereby direct Escrow Agent to disburse the Escrow Fund as follows:

(i) to Seller at Closing (excluding any interest or income earned thereon), to be applied in reduction of the Purchase Price, in accordance with Section 4.1(a) of the Asset Purchase Agreement, with all interest and income earned thereon returned to Buyer;

(ii) to Buyer upon a termination of the Asset Purchase Agreement for any reason other than pursuant to Section 16.1(b) or 16.1(f) of the Asset Purchase Agreement, or

(iii) to Seller upon a termination of the Asset Purchase Agreement pursuant to Section 16.1(b) or Section 16.1(f) of the Asset Purchase Agreement.

Buyer (in the case of a disbursement of the Escrow Fund to Buyer pursuant to Section 3(a)(ii) above) or Seller (in the case of a disbursement of the Escrow Fund to Seller pursuant to Section 3(a)(i) or 3(a)(iii) above) shall notify the Escrow Agent in writing (a “**Disbursement Notice**”) when it determines that the Escrow Agent is obligated to release the Escrow Fund to Seller or Buyer, as the case may be, pursuant to the terms of the Asset Purchase Agreement and this Escrow Agreement. Seller or Buyer, as the case may be, shall provide a copy of any Disbursement Notice to U.S. Bank, National Association, Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2007-FL1, and for the Holders of the Non-Trust Partition Interests (the “**Creditor**”) when it is provided to Buyer or Seller, as the case may be.

(b) Upon receipt of a Disbursement Notice from either party to disburse the Escrow Fund pursuant to Section 3(a)(ii) or 3(a)(iii) above, Escrow Agent shall give ten (10) calendar days written notice to both parties and the Creditor before delivering the Escrow Fund to either Buyer or Seller, and shall disburse the Escrow Fund upon the expiration of said ten (10) calendar day period, provided neither Buyer nor Seller shall have delivered notice to Escrow Agent objecting to such disbursement (an “**Objection Notice**”) prior to expiration of said period. In the event Escrow Agent receives an Objection Notice from either Buyer or Seller prior to the expiration of such ten (10) calendar day period, Escrow Agent shall not release or deliver the Escrow Fund to either party but shall either continue to hold the Escrow Fund until otherwise directed in a writing signed by Buyer and Seller or by order of a court of competent jurisdiction, or may deposit the Deposit with the clerk of any court of competent jurisdiction in the State of New Jersey. Upon such deposit, Escrow Agent will be released from all duties and responsibilities hereunder.

Section 4. Accrual of Escrow Fund. The Escrow Agent shall hold the Escrow Fund in its attorney trust account. The Escrow Agent shall invest the Escrow Fund in interest bearing obligations of Wells Fargo Bank, N.A. (the "**Bank**") or any successor thereto (the "**Investments**"); provided, however that the Escrow Agent shall have no liability for any failure on its part to invest any part of the Escrow Fund in Investments. The Escrow Agent shall collect all dividends, principal, interest, and any other payment or distribution on the Escrow Fund, and shall hold the same as part of the Escrow Fund.

Section 5. Concerning the Escrow Agent.

(a) The Escrow Agent shall have no duties or responsibilities except those expressly set forth herein. It may consult with counsel, shall be fully protected and indemnified by Buyer and Seller, jointly and severally, with respect to any action taken or omitted in good faith on advice of counsel, and shall have no liability hereunder except for gross negligence or willful misconduct. Buyer and Seller hereby jointly and severally agree to indemnify, hold harmless and defend the Escrow Agent, its partners, associates, employees and agents from and against all actions, losses, costs, liabilities, penalties, and expenses of any nature or kind which may be brought or made against it by any party hereto or any other person, or which it may suffer or incur, as a result of, in respect of, or arising out of, its appointment as Escrow Agent.

(b) The Escrow Agent may rely on, and shall be protected in acting in reliance on, any notice, instruction, certificate, statement, request, consent, confirmation, agreement or other instrument which it believes to have been signed or presented by a proper person or persons.

(c) The Escrow Agent is and shall be under no duty to enforce any obligation of Buyer or Seller under the Asset Purchase Agreement, this Escrow Agreement or otherwise, nor shall the Escrow Agent be liable to any person, firm or corporation, including any of the parties hereto, for the Investments made, held, redeemed or sold as authorized herein, or as a result of any loss which results from any Investment, or as a result of the failure of any Investment to pay interest at the highest rate then available from the Bank or any other institution.

(d) The Escrow Agent is not bound by and is not under any duty to inquire into the terms or validity of any other agreements or documents, including any agreements or documents which may be related to, referred to in or deposited with the Escrow Agent in connection with this Escrow Agreement, and furthermore, the Escrow Agent may assume the validity and authenticity of any other agreements or documents, including any agreements or documents which may be related to, referred to in or deposited with the Escrow Agent in connection with this Escrow Agreement, it being acknowledged by the other parties hereto that the duties of the Escrow Agent hereunder are purely ministerial in nature.

(e) The Escrow Agent shall not be liable for any act which the Escrow Agent may do or omit to do hereunder, or for any mistake of fact or law, or for any error of judgment, or for the misconduct of any employee, agent or attorney appointed by it,

while acting in good faith, unless caused by or arising from its own gross negligence or willful misconduct.

(f) The Escrow Agent shall be entitled to consult with counsel of its own selection and the opinion of such counsel shall be full and complete authorization and protection to the Escrow Agent in respect of any action taken or omitted by the Escrow Agent hereunder in good faith and in accordance with the opinion of such counsel.

(g) The Escrow Agent shall not be responsible or liable in any manner whatsoever for the performance of or by Buyer of its obligations under this Escrow Agreement nor shall the Escrow Agent be responsible or liable in any manner whatsoever for the failure of any other party to this Escrow Agreement or of any third party to honor any of the provisions of this Agreement.

(h) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions with respect to the Escrow Fund or the subject matter of this Escrow Agreement which, in its sole discretion, are in conflict either with other instructions received by it or with any provision of this Escrow Agreement, the Escrow Agent shall have the absolute right to suspend all further performance under this Escrow Agreement (except for the safekeeping of the Escrow Fund) until the resolution of such uncertainty or conflicting instructions to the Escrow Agent's sole satisfaction, with such satisfaction to be determined at the discretion of the Escrow Agent, by final judgment or a court of competent jurisdiction, joint written instructions from all of the other parties hereto, or otherwise. Buyer and Seller hereby jointly and severally agree to indemnify and release the Escrow Agent from any and all liabilities arising from such uncertainty or any such actions taken at the direction of Seller, unless caused by or arising from the Escrow Agent's gross negligence or willful misconduct.

(i) In the event that any controversy arises between one or more of the parties hereto or any third party with respect to this Escrow Agreement or the Escrow Fund, the Escrow Agent shall not be required to determine the proper disposition of such controversy or the proper disposition of the Escrow Fund and shall have the absolute right, in its sole discretion, to deposit the Escrow Fund with the Clerk of a court of competent jurisdiction, file a suit in interpleader and obtain an order from the court of competent jurisdiction requiring all parties involved to litigate in such court their respective claims arising out of or in connection with the Escrow Fund. Upon the deposit by the Escrow Agent of the Escrow Fund with the Clerk of a court of competent jurisdiction in accordance with this provision, the Escrow Agent shall be relieved of all further obligations and released from all liability hereunder.

(j) Buyer and Seller acknowledge that (i) the Escrow Agent has acted, and will continue to act as counsel for the Creditor in connection with the Asset Purchase Agreement and the transactions contemplated thereby, and has acted as counsel for the Creditor in various matters prior to the date of the Asset Purchase Agreement, (ii) the Escrow Agent is not acting as counsel for Seller or Buyer in connection with matters

arising out of the Asset Purchase Agreement or with respect to the subject matter hereof, and (ii) the Escrow Agent shall be free to continue to act as counsel to the Creditor in connection with the Asset Purchase Agreement and the transactions contemplated thereby, notwithstanding its service as escrow agent under this Escrow Agreement.

Section 6. Representations and Warranties.

(a) Seller and Buyer each represent and warrant to one another and to the Escrow Agent that this Escrow Agreement has been duly authorized, executed and delivered by, or on its behalf by its duly authorized representative (a “**Responsible Officer**”), as the case may be, and all other parties hereto, and the Escrow Agent in particular, are entitled to rely on this representation without the need to confirm the authority of such Responsible Officer.

(b) The Escrow Agent represents and warrants to Buyer and Seller that this Escrow Agreement has been duly authorized, executed and delivered on its behalf by its duly authorized representative and that the other parties hereto are entitled to rely on this representation without the need to confirm the authority of such representative.

Section 7. Resignation of Escrow Agent.

(a) The Escrow Agent shall have the right at any time to resign for any reason and be discharged of its duties as Escrow Agent hereunder by giving written notice of its resignation to the parties hereto ten (10) calendar days prior to the date specified in its notice for such resignation to take effect. All obligations of the Escrow Agent hereunder shall cease and terminate on the effective date of its resignation, and its sole responsibility thereafter shall be to hold the Escrow Fund for a period of five (5) business days following the effective date of resignation, at which time,

(i) If a successor escrow agent shall have been appointed and written notice thereof shall have been given to the Escrow Agent by Buyer and Seller, then the Escrow Agent shall deliver the Escrow Fund to the successor escrow agent; or

(ii) If a successor escrow agent shall not have been appointed, for any reason whatsoever, the resigning Escrow Agent shall have the right to deliver the Escrow Fund to a court of competent jurisdiction and give written notice of the same to all the other parties hereto.

(b) The Escrow Agent shall be entitled to or reimbursed by Buyer, jointly and severally, for any reasonable and documented expenses incurred in connection with its resignation and transfer of the Escrow Fund, pursuant to and in accordance with the provisions of this section.

Section 8. Notices. All notices, instructions, reports and other written communications to be given or made under this Escrow Agreement shall be sufficiently given or made if, unless otherwise indicated, sent (i) by first-class mail, postage prepaid

to the addresses set forth on the signature page hereof or (ii) by facsimile to the number set forth on the signature page, when the receipt of such facsimile is confirmed by the recipient.

Section 9. Separability. The invalidity, illegality or unenforceability of any provision of this Escrow Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

Section 10. Entire Agreement. This Escrow Agreement and the Asset Purchase Agreement, taken together, shall constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements in regard thereto.

Section 11. Jurisdiction and Choice of Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of laws. The parties to this Escrow Agreement hereby agree that references herein to a "court of competent jurisdiction" shall mean any court located within the State of New Jersey with jurisdiction over the subject matter of any action or proceeding arising under this Escrow Agreement. Each of the parties hereto hereby consents and submits to the exclusive jurisdiction of the courts of the State of New Jersey with respect to any action or proceeding relating to the subject matter of this Escrow Agreement.

Section 12. Jury Trial Waiver. BUYER, SELLER AND ESCROW AGENT EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ESCROW AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF SELLER, BUYER OR ESCROW AGENT WITH RESPECT HERETO. THIS PROVISION SETS FORTH THE MUTUAL DESIRE OF SELLER, BUYER AND ESCROW AGENT TO AVOID DELAYS IN THE RESOLUTION OF DISPUTES INVOLVING THIS ESCROW AGREEMENT.

Section 13. Effectiveness of Agreement; Termination.

(a) This Escrow Agreement shall become effective as of the year and date first written above when each of the parties hereto have executed this Escrow Agreement and each of Seller and Buyer has delivered to the Escrow Agent an executed copy of this Escrow Agreement.

(b) This Escrow Agreement shall terminate upon the earlier to occur of (i) the Closing Date, (ii) the written consent of each of the parties hereto or (iii) delivery of the Escrow Fund to Buyer, Seller or a court of competent jurisdiction, in each case, in accordance with the terms of this Escrow Agreement. Upon the termination of this

Escrow Agreement, the Escrow Agent shall be relieved of all further obligations and released from all liability hereunder, except that in the event of termination pursuant to clause (ii) above, the Escrow Agent shall distribute the Escrow Fund, if any, in accordance with the joint written instructions of all of the other parties hereto. If no such instructions are received for a period of five (5) business days following the effective date of a termination pursuant to clause (ii) above, the Escrow Agent may, in its absolute discretion, deliver the Escrow Fund to a court of competent jurisdiction and give written notice of the same to the other parties hereto.

Section 14. Benefits and Assignments. Nothing in this Escrow Agreement, expressed or implied, shall give or be construed to give any person, firm or corporation, other than the parties hereto and their permitted successors and assigns, any legal claim under any covenant, condition or provision hereof, all the covenants, conditions and provisions contained in this Escrow Agreement being for the sole benefit of the parties hereto and their permitted successors and assigns. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of all the other parties, which consent may be withheld in the sole discretion of the party whose consent is sought.

Section 15. Headings. The headings contained in this Escrow Agreement are for convenience of reference only and shall have no effect on the interpretation or operation thereof.

Section 16. Amendment and Waiver. This Escrow Agreement may be modified only by a written amendment signed by all the parties hereto, and no waiver of any provision hereof shall be effective unless expressed in writing signed by the party to be charged.

Section 17. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument.

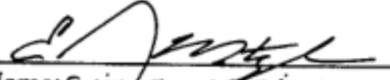
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement, or caused this Escrow Agreement to be executed by duly authorized officers, as of the day and year first written above.

RIH ACQUISITIONS NJ, LLC

By: 
Name: ERIC J MATETEVICH
Title: SENIOR VICE PRESIDENT

RIH PROPCO NJ, LLC

By: 
Name: ERIC J MATETEVICH
Title: CHIEF FINANCIAL OFFICER

NEW NUGGET GAMING, LLC

By: _____
Name:
Title:

McCARTER & ENGLISH, as Escrow Agent

By: _____
, a Partner

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement, or caused this Escrow Agreement to be executed by duly authorized officers, as of the day and year first written above.

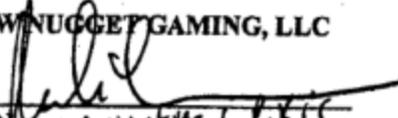
RIH ACQUISITIONS NJ, LLC

By: _____
Name:
Title:

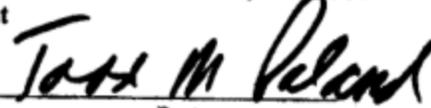
RIH PROPCO NJ, LLC

By: _____
Name:
Title:

NEW NUGGET GAMING, LLC

By: 
Name: William L. Harts
Title: Pres.

McCARTER & ENGLISH, as Escrow Agent

By: 

, a Partner

[Signature Page to Escrow Agreement]