portion of the cash proceeds of the consummation of the transactions contemplated by the Designation Rights Agreement ultimately attributable to the Property against or in which such holder asserts a lien, claim or encumbrance which is payable to the Debtors pursuant to the Designation Rights Agreement.

Consent of Official Committee

L. The Committee supports the entry of this Order and the consummation of the transactions contemplated by the Designation Rights Agreement.

No Successor Liability

M. Except as expressly set forth in the Designation Rights Agreement, (i) the transfer pursuant to the Designation Rights Agreement of the Designation Rights to the Designation Rights Purchaser, and (ii) the subsequent transfer, sale and assignment pursuant to the Designation Rights Agreement of the Properties to the Designation Rights Purchaser or any other Designee, as the case may be, of the Properties, do not and will not subject or expose the Designation Rights Purchaser, or any Designee, as the case may be, or any of their respective affiliates, successors, predecessors, shareholders, members, partners, directors, officers, managers, employees, insiders, agents, representatives or advisors, to any liability, claim, cause of action or remedy by reason of such transfers under (A) the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, including, without limitation, any theory of tort, creditors' rights, equity, antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, or (B) any employment contract, understanding or agreement, including,

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without limitation, collective bargaining agreements, employee pension plans, or employee welfare or benefit plans.

N. Neither the Designation Rights Purchaser nor any Designee is or will be assuming any of the Debtors' obligations to their employees (including, without limitation, any obligations under the Debtors' collective bargaining agreements).

O. No common identity of officers or directors exists among the Designation Rights Purchaser, on the one hand, and the Debtors, on the other.

P. The Designation Rights Purchaser is purchasing the Designation Rights and, as contemplated by the Designation Rights Agreement and pursuant to the procedures established by the Designation Rights Agreement and this Order, certain Designees will be purchasing the Property. The Designees shall have the right to purchase the FFE and the Liquor Licenses pursuant to the terms and provisions of the Designation Rights Agreement.

Transfer Taxes

Q. The transfer of the Designation Rights to the Designation Rights Purchaser and each transfer of a Property from the Debtors to the Designation Rights Purchaser, or from the Debtors to any Designee, as the case may be, is critical and essential to, and will facilitate confirmation and consummation of, a successful chapter 11 plan in these cases and as such shall constitute a transfer pursuant to section 1146(c) of the Bankruptcy Code and, accordingly, shall not be taxed under any law imposing a stamp tax or a sales, use, transfer, duty, value added, or any other similar tax, including, without limitation, any bulk sales tax.