

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in compliance with D.N.J. LBR 9004-2(c)**

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(Formed in the Commonwealth of Pennsylvania)

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*Proposed Co-Counsel to the Debtors and  
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In re:

REVEL AC, INC., et al.,

Debtors.<sup>1</sup>

Chapter 11

Case No. 14-22654 (GMB)

Joint Administration Requested

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING  
AND APPROVING THE RETENTION OF ALIXPARTNERS, LLP AS CLAIMS  
AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Revel AC, Inc. (3856), Revel AC, LLC (4456), Revel Atlantic City, LLC (9513), Revel Entertainment Group, LLC (2321), NB Acquisition, LLC (9387) and SI LLC (3856). The location of the Debtors' corporate headquarters is 500 Boardwalk, Atlantic City, New Jersey 08401.

Revel AC, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) hereby file this application (the “Application”) pursuant to 28 U.S.C. § 156(c) for entry of an order authorizing and approving the employment and retention of AlixPartners, LLP (“AlixPartners”) as the claims and noticing agent in the Chapter 11 Cases nunc pro tunc to the Petition Date (as defined below). In support of the Application, the Debtors submit the Declaration of Shaun Martin in Support of First Day Motions (the “Martin Declaration”)<sup>2</sup> filed contemporaneously herewith and incorporated herein by reference and the Declaration of Meade Monger in Support of the Debtors’ Application for Entry of an Order Authorizing the Appointment of AlixPartners, LLP as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date (the “Monger Declaration”), and respectfully represent as follows:

### **Background**

1. The Debtors own and operate a state of the art resort facility unlike any other in Atlantic City, New Jersey. The Debtors’ facility consists of 6.2 million square feet, located on approximately 20 acres with 820 feet of boardwalk frontage, and features the tallest building in Atlantic City, the Revel hotel, a sleek 47-story, 710-foot high tower. The Debtors’ 130,000 square foot casino features 110 table games and approximately 2,300 slot machines. The Debtors employ approximately 3,140 employees to operate the Revel facility. Additionally, the Debtors’ retail, food and beverage partners employ hundreds of employees who also work in the Debtors’ facility.

2. On June 19, 2014 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Martin Declaration.

101, et seq. (the “Bankruptcy Code”), thereby commencing these Chapter 11 Cases. The Debtors continue to operate their business and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. To date, no official committee or examiner has been appointed by the Office of the United States Trustee in these Chapter 11 Cases.

4. Additional background facts on the Debtors, including an overview of the Debtors’ business, information on the Debtors’ debt structure and information on the events leading up to the Chapter 11 Cases are contained in the Martin Declaration.

#### **Jurisdiction**

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

#### **Relief Requested**

6. By this Application, pursuant to 28 U.S.C. § 156(c), the Debtors request entry of an order, substantially in the form attached hereto as Exhibit “B”, authorizing and approving the appointment of AlixPartners as the claims and noticing agent (the “Claims and Noticing Agent”) nunc pro tunc to the Petition Date to, among other things, assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in these Chapter 11 Cases.

**Basis for Relief**

7. Pursuant to 28 U.S.C. § 156(c), the Court is empowered to utilize outside agents and facilities to send notices and perform other tasks, provided that the costs of these facilities and services are paid for out of estate assets.<sup>3</sup>

8. The Debtors estimate that there are thousands of creditors in these Chapter 11 Cases. The Debtors expect many of the creditors to file proofs of claim. It appears that the noticing, receiving, docketing and maintaining of proofs of claim in this volume would be unduly time consuming and burdensome for the Clerk's Office. In addition, the Debtors believe that there are many additional parties in interest who should receive notice of various matters in these cases.

9. The Debtors' selection of AlixPartners to act as the Claims and Noticing Agent followed the Debtors' review of engagement proposals from two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit that, based on all engagement proposals obtained and reviewed, AlixPartners' rates are competitive and reasonable given AlixPartners' quality of services and expertise.

10. AlixPartners has substantial experience in the matters upon which it is to be engaged. It is one of the country's leading chapter 11 administrators with vast experience in noticing, claims processing and claims reconciliation. AlixPartners specializes in claims and noticing agent services and has a proprietary claims management system in which claims are

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<sup>3</sup> 28 U.S.C. § 156 provides, in relevant part, as follows:

(c) Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate . . . .

28 U.S.C. § 156(c).

effectively managed for the Clerk of the Court. The Debtors have selected AlixPartners as their Claims and Noticing Agent because of the firm's experience in serving in such capacity in chapter 11 cases of this size and the reasonableness of its fees. AlixPartners has acted as official claims, balloting and/or noticing agent in several recent bankruptcy cases, from a variety of jurisdictions, including In re iGPS Co., LLC, Case No. 13-11459 (Bankr. D. Del. 2013) [Docket No. 47]; In re Solyndra, LLC, Case No. 11-12799 (Bankr. D. Del. 2011) [Docket No. 165]; In re Victor Valley Cmty. Hospital, Case No. 10-39537 (Bankr. C.D. Cal. 2010) [Docket No. 242]; In re Texas Rangers Baseball Partners, Case No. 10-43400 (Bankr. N.D. Tex 2010) [Docket No. 357]; In re Natural Prods. Grp., Case No. 10-10239 (Bankr. D. Del. 2010) [Docket No. 41]; In re Centaur, LLC, Case No. 10-10799 (Bankr. D. Del. 2010) [Docket No. 27]; In re Lyondell Chem. Co., Case No. 09-10023 (Bankr. S.D.N.Y. 2009) [Docket No. 6500]; In re Metromedia Steakhouses Co., L.P., Case No. 08-12490 (Bankr. D. Del. 2008) [Docket No. 146]; In re Bombay Co., Case No. 07-44084 (Bankr. N.D. Tex. 2007) [Docket No. 61]; In re Delta Financial Corp., Case. No. 07-11880 (Bankr. D. Del. 2007) [Docket No. 126]; In re Diocese of Davenport, Case No. 06-02229 (Bankr. S.D. Iowa 2006) [Docket No. 109]; In re Nellson Nutraceutical, Inc., Case No. 06-10072 (Bankr. D. Del. 2006) [Docket No. 30]; In re Global Power Equip. Grp. Inc., Case No. 06-11045 (Bankr. D. Del. 2006) [Docket No. 62]; In re ASARCO LLC, Case No. 05-21207 (Bankr. S.D. Tex. 2005) [Docket No. 8232].

11. By appointing AlixPartners as the Claims and Noticing Agent in these Chapter 11 Cases, parties in interest will benefit from AlixPartners' significant experience and the efficient and cost-effective methods that it has developed.

**A. Services to Be Provided**

12. This Application pertains only to the work to be performed by AlixPartners under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c). Any work

to be performed by AlixPartners outside of this scope is not covered by this Application or by any order granting approval hereof and will be the subject of a separate retention application pursuant to section 327 of the Bankruptcy Code. Subject to the Court's approval, AlixPartners has agreed to provide, at the request of the Debtors or the Clerk's Office, the following services in its role as the Claims and Noticing Agent (the "Claims and Noticing Services"), among others, in these Chapter 11 Cases:

- a) Assist with preparation for a potential bankruptcy filing under chapter 11 of the Bankruptcy Code;
- b) Assist with developing the complete notice database system to inform all potential creditors as to the filing of the cases and the bar date notice;
- c) Process and mail all notices including the initial bankruptcy notices and bar date notice;
- d) Receive and process all proofs of claim and maintain the claims register;
- e) Track all claims transfers and update ownership of claims in the claims register accordingly;
- f) Provide both the Debtors and their counsel access to the claims database system;
- g) Prepare creditors matrix listing all potential creditors;
- h) Develop and host a case website including a secure document room for legal and transactional diligence as necessary;
- i) File monthly claims register with the Court; and
- j) Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

13. In connection with its appointment as the Claims and Noticing Agent,

AlixPartners represents, among other things, that:

- i. AlixPartners will not consider itself employed by the United States and shall not seek any compensation from the United States in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- ii. By accepting appointment in these Chapter 11 Case, AlixPartners waives any rights to receive compensation from the United States;

- iii. In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, AlixPartners will not be an agent of the United States and will not act on behalf of the United States;
- iv. In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, AlixPartners will not misrepresent any fact to any person;
- v. AlixPartners will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases; and
- vi. It is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged.

**B. Terms of Compensation**

14. Subject to the Court’s approval, AlixPartners will provide the services set forth above pursuant to the terms of the engagement letter dated May 19, 2014 (the “Engagement Letter”), which is attached hereto as Exhibit “C”.<sup>4</sup>

15. The Debtors request authority to compensate and reimburse AlixPartners in accordance with the payment terms of the Engagement Letter for all services rendered and expenses incurred in connection with the Debtors’ Chapter 11 Cases. The Debtors and AlixPartners have agreed (subject to the Court’s authorization hereof) that AlixPartners shall invoice the Debtors monthly for services rendered to the Debtors during the preceding month.

16. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the Petition Date, AlixPartners has incurred but not billed fees and reimbursable expenses which relate to the prepetition period. AlixPartners hereby seeks this Court’s approval to apply the retainer (the “Retainer”) to these amounts and any further prepetition fees and expenses AlixPartners becomes aware of during its

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<sup>4</sup> The description of certain terms of the Engagement Letter as summarized by the Application is for the convenience of the Court. The Engagement Letter, and not any descriptions in the Application, is the governing document.

ordinary course billing review and reconciliation. Upon the proposed applications of the Retainer, the Debtors would not owe AlixPartners any sums for pre-petition services and would not be a creditor of the Debtor.

17. AlixPartners is not a creditor of the Debtors. In the ninety days prior to the Petition Date, the Debtors paid AlixPartners a total of \$108,984.44 to satisfy the Debtors' obligations under the Engagement Letter. These payments are as follows:

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Invoice Amount</b>	<b>Payment Date</b>	<b>Payment Amount</b>	<b>Service Period Covered</b>
2057968	05/20/14	15,000.00	05/21/14	15,000.00	Retainer
2058077	05/29/14	40,664.50	05/30/14	40,664.50	05/14/14 - 05/27/14
2058505	06/11/14	40,365.14	06/13/14	40,365.14	05/15/14-06/09/14
2058653	06/17/14	12,954.80	06/17/14	12,954.80	06/06/14-06/14/14

The Debtors believe that such terms are reasonable and appropriate for services of this nature and comparable to those charged by other providers of similar services.

18. In an effort to reduce the administrative expenses related to AlixPartners' retention, the Debtors seeks authorization to pay AlixPartners' fees and expenses, as set forth in the Engagement Letter, as administrative expenses under section 503 of the Bankruptcy Code without further application to this Court. AlixPartners agrees to maintain records of all services showing dates, services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors and counsel for any official committee appointed in these Chapter 11 Cases. If any dispute arises with respect to fees and expenses, such dispute shall be presented to the Court for resolution.

19. In connection with the reimbursement of actual and necessary expenses, it is AlixPartners' policy to charge its clients for direct expenses incurred in connection with providing client services. These expenses and charges include postage, transportation, printing,



supplies, long distance telephone charges, travel expenses and overtime expenses for work chargeable at the rates set forth in the Engagement Letter.

20. After considering its quality of performance in other cases, the Debtors have concluded that AlixPartners is the best choice for the Claims and Noticing Agent in these Chapter 11 Cases. The Debtors believe that the Engagement Letter contemplates compensation at a level that is reasonable and appropriate for services of this nature and is consistent with AlixPartners' compensation arrangement in other cases in which it has been retained to perform similar services. Subject to the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the District of New Jersey Local Bankruptcy Rules (the "Local Rules") and orders of the Court, the Debtors propose to pay AlixPartners discounted hourly rates for services rendered that are in effect from time to time, as set forth in the Engagement Letter, and to reimburse AlixPartners according to its customary reimbursement policies, and submit that such rates are reasonable.

**C. Disinterestedness**

21. To the best of the Debtors' knowledge, based upon the Monger Declaration attached hereto as Exhibit "A", neither AlixPartners nor any of its officers or employees (i) holds or represents any interest adverse to the Debtors, the Debtors' creditors, any other party in interest or their respective attorneys and accountants, the United States Trustee or any person employed in the Office of the United States Trustee with respect to the services described herein and in the Engagement Letter; or (ii) holds or represents an interest adverse to the Debtors' estates.

22. To the best of the Debtors' knowledge, AlixPartners is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b).

23. The Debtors have been advised that AlixPartners will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, AlixPartners will supplement its disclosure to the Court.

24. The Debtors have been advised that, other than with its own partners and employees, and other than provided for in this Application, AlixPartners has agreed not to share with any person or firm the compensation to be paid for professional services rendered in connection with these cases.

25. The Debtors have been advised by AlixPartners that it will be responsive to all constituencies, including, without limitation, the Court, the Clerk's Office, the United States Trustee, the Debtors' attorneys, the members of, and attorneys for, the official committee of unsecured creditors and the claimants themselves. All transmission of documents by AlixPartners to the Clerk's Office and the United States Trustee will be by hand delivery or priority overnight delivery.

26. If these cases were to convert from cases under chapter 11 of the Bankruptcy Code to cases under chapter 7 of the Bankruptcy Code, AlixPartners has advised that it will perform its duties through the conversion process and shall continue its services as required. The chapter 7 trustee, however, is not obligated to retain AlixPartners during the chapter 7 cases.

27. If AlixPartners' services are terminated, AlixPartners has advised the Debtors that it shall perform its duties until a complete transition with the Clerk's Office or any successor claims and noticing agent has been accomplished.

**Waiver of Memorandum of Law**

28. In accordance with Local Rule 9013-2, no brief is being filed in support of this Motion because the legal principles involved are not novel or in dispute and are adequately set forth in the Motion.

**Notice**

29. Notice of this Application has been provided to the (i) Office of the United States Trustee for the District of New Jersey, (ii) counsel to the First Lien Lenders, (iii) counsel to the Second Lien Lenders, (iv) counsel to the DIP Agent, (v) the Debtors' 30 largest unsecured creditors on a consolidated basis (including counsel if known), (vi) all parties requesting notices pursuant to Bankruptcy Rule 2002, (vii) the Office of the Attorney General for the State of New Jersey, (viii) the New Jersey Division of Gaming Enforcement, (ix) the New Jersey Casino Control Commission, (x) the Office of the Governor for the State of New Jersey, (xi) the United States Attorneys' Office for the District of New Jersey, (xii) the United States Attorney General, (xiii) the Internal Revenue Service and (xiv) the Securities and Exchange Commission. The Debtors submit that no other or further notice need be provided.

30. No previous motion for the relief sought herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request entry of an order (i) granting the relief requested herein and (ii) granting the Debtors such other and further relief as the Court deems just and proper.

Dated: June 19, 2014  
Atlantic City, New Jersey

FOX ROTHSCHILD LLP

By: /s/ Michael J. Viscount, Jr.

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*Proposed Co-Counsel to the Debtors and  
Debtors in Possession*

**EXHIBIT A**

**Monger Declaration**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in compliance with D.N.J. LBR 9004-2(c)**

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(Formed in the Commonwealth of Pennsylvania)

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*Proposed Co-Counsel to the Debtors and  
Debtors in Possession*

In re:

REVEL AC, INC., et al.,

Debtors.<sup>1</sup>

Chapter 11

Case No. 14-22654 (GMB)

Joint Administration Requested

**DECLARATION OF MEADE MONGER IN SUPPORT OF THE DEBTORS'  
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING AND  
APPROVING THE APPOINTMENT OF ALIXPARTNERS, LLP AS CLAIMS  
AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

I, Meade Monger, make this Declaration pursuant to 28 U.S.C. § 1746, and state:

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Revel AC, Inc. (3856), Revel AC, LLC (4456), Revel Atlantic City, LLC (9513), Revel Entertainment Group, LLC (2321), NB Acquisition, LLC (9387) and SI LLC (3856). The location of the Debtors' corporate headquarters is 500 Boardwalk, Atlantic City, New Jersey 08401.

1. I am a Managing Director of AlixPartners, LLP (“AlixPartners”), a firm whose services include a specialization in the administration of large bankruptcy cases with offices located at 2101 Cedar Springs Road, Suite 1100, Dallas, Texas, 75201.

2. I submit this declaration (the “Declaration”) in support of the Debtors’ Application for Entry of an Order Authorizing and Approving the Retention of AlixPartners, LLP as Claims and Noticing Agent Nunc Pro Tunc to the Petition Date (the “Application”)<sup>2</sup> pursuant to the terms and conditions set forth in the engagement letter attached to the Application as Exhibit “C” (the “Engagement Letter”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.<sup>3</sup>

3. The services AlixPartners proposes to render as Claims and Noticing Agent are described in the Application and the Engagement Letter, which are incorporated herein by reference.

4. AlixPartners specializes in providing claims management and related services to chapter 11 debtors in connection with the administration of a chapter 11 case and noticing to parties in interest in a chapter 11 case. AlixPartners also specializes and has expertise in serving as outside claims agent to the United States Bankruptcy Court with respect to all aspects of claims administration, including docketing and storage of claims, maintenance of claims registers and related noticing services. AlixPartners has provided identical or substantially similar services to other chapter 11 debtors in other cases. Accordingly, I believe AlixPartners is well-qualified to act as the Claims and Noticing Agent in these Chapter 11 Cases.

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application and the Engagement Letter.

<sup>3</sup> Certain of the disclosures herein relate to matters within the knowledge of other professionals at AlixPartners and are based on information provided by them.

5. The compensation arrangement provided for in the Engagement Letter, including AlixPartners' hourly rates, is consistent with and typical of arrangements entered into by AlixPartners and other such firms with respect to rendering similar services in other similarly sized chapter 11 cases.

6. In connection with the reimbursement of actual and necessary expenses, it is AlixPartners' policy to charge its clients for direct expenses incurred in connection with providing client services. These expenses and charges include postage, transportation, printing, supplies, long distance telephone charges, travel expenses and overtime expenses for work chargeable at the rates set forth in the Engagement Letter.

7. The Engagement Letter provides that the Debtors will pay AlixPartners' fees and expenses upon the submission of monthly invoices by AlixPartners that summarize, in reasonable detail, the services for which compensation is sought.

8. In connection with its appointment as Claims and Noticing Agent, AlixPartners represents, among other things, that:

- i. AlixPartners will not consider itself employed by the United States and shall not seek any compensation from the United States in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- ii. By accepting appointment in these Chapter 11 Cases, AlixPartners waives any right to receive compensation from the United States;
- iii. In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, AlixPartners will not be an agent of the United States and will not act on behalf of the United States;
- iv. In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, AlixPartners will not misrepresent any fact to any person;
- v. AlixPartners will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases; and



vi. It is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged.

9. AlixPartners is not a creditor of the Debtors. In the 90 days prior to the Petition Date, AlixPartners received a total of \$108,984.44 in advance payment retainers from the Debtors. These payments are as follows:

Invoice No.	Invoice Date	Invoice Amount	Payment Date	Payment Amount	Service Period Covered
2057968	05/20/14	15,000.00	05/21/14	15,000.00	Retainer
2058077	05/29/14	40,664.50	05/30/14	40,664.50	05/14/14 - 05/27/14
2058505	06/11/14	40,365.14	06/13/14	40,365.14	05/15/14-06/09/14
2058653	06/17/14	12,954.80	06/17/14	12,954.80	06/06/14-06/14/14

10. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the Petition Date, AlixPartners has incurred but not billed fees and reimbursable expenses which relate to the prepetition period. AlixPartners hereby seeks this Court’s approval to apply the unapplied Retainer in the amount of \$15,000 to these amounts and any further prepetition fees and expenses AlixPartners becomes aware of during its ordinary course billing review and reconciliation. Upon the proposed applications of the Retainer, the Debtors would not owe AlixPartners any sums for pre-petition services.

11. In connection with this proposed retention, AlixPartners undertook a lengthy conflicts analysis process to determine whether it had any relationships adverse to the Debtors’ estates. Specifically, to check and clear potential conflicts of interest in this case, AlixPartners searched its client database to determine whether it had any relationships with the entities listed on Exhibit A hereto (collectively, the “Potential Parties in Interest”). In addition, AlixPartners sent a firm-wide e-mail to all of its professionals requesting information on potential relationships.

12. Based on that review, AlixPartners represents that to the best of its knowledge, AlixPartners knows of no fact or situation that would represent a conflict of interest for AlixPartners with regard to the Debtors. AlixPartners, however, wishes to disclose the connections to the Parties in Interest as set forth below. While the disclosures refer to AlixPartners, the conflict search was performed and results were disclosed as to AlixPartners, its parent company, AlixPartners Holdings, LLP (“AP Holdings”) and each of its U.S. and non-U.S. subsidiary affiliates. Unless otherwise noted, references to AlixPartners in the disclosures below collectively refer to AlixPartners, AP Holdings and each of their subsidiary affiliates.

13. From the internal search, AlixPartners has determined that the following relationships should be disclosed:

For the purpose of the “Disclosed Matters” set forth in this Exhibit, and unless otherwise expressly provided herein, the term “AlixPartners” shall mean AlixPartners, LLP together with each of its subsidiaries including, without limitation, AP Services, LLC.

- Funds managed by subsidiaries of CVC Capital Partners SICAV-FIS S.A. (“CVC”), a private equity and investment advisory firm, own a controlling stake in AP Holdings, the parent of AlixPartners. CVC Credit Partners, L.P. (“CVC Credit Partners”) is a global debt management business and a majority owned subsidiary of CVC.

CVC’s private equity funds (“CVC Funds”) and debt funds (“CVC Credit Partners’ Funds”) are managed independently from each other, with no overlap in membership of the relevant investment committees or boards of entities with responsibility for investment decisions. CVC has in place an internal information barrier between the CVC Funds and the CVC Credit Partners’ Funds. All CVC Credit Partners investment professionals are dedicated to CVC Credit Partners and are not involved in the private equity business. CVC Credit Partners also has separate IT systems and workspaces.

No material nonpublic information about the Debtors have been furnished by AlixPartners to CVC or any CVC managed funds or their portfolio companies, including without limitation, CVC Credit Partners (collectively, the “CVC Entities”) and AlixPartners will continue to abide by its confidentiality obligations to the Debtors. AlixPartners operates independently of the CVC Entities, and does not share employees or officers with the CVC Entities, except that a managing partner of CVC is on the Board of Directors of AlixPartners, LLP and AP Holdings and on the advisory board to CVC Credit Partners. Certain other CVC executives, who are not connected with CVC Credit Partners, are also on either the Board of Directors of AlixPartners or the Board of Directors of AP Holdings.

AlixPartners and the CVC Entities have separate offices in separate buildings and use separate Internet email addresses. AlixPartners's financial performance is not directly impacted by the success or failure of the CVC Entities.

As a component of its conflict checking system, AlixPartners has searched the names of CVC, CVC Credit Partners, the CVC Credit Partners' Funds, the CVC Funds, each managing partner of CVC and each portfolio company of the CVC Funds (the "CVC Conflict Parties") against the list of Potential Parties in Interest, and AlixPartners has determined to the best of its knowledge it has no connection or relationship with the CVC Conflict Parties that requires disclosure other than as noted herein. The term "portfolio company" means any business in which a CVC fund has a direct controlling or minority interest. The term "portfolio company" does not include indirect investments such as businesses owned or investments made by a CVC Funds portfolio company or investments made by the CVC Credit Partners' Funds. CVC Credit Partners Funds, as well as other CVC Entities, may in the ordinary course from time to time hold, control and/or manage loans to, or investments in the Debtor and parties in interest in these Chapter 11 Cases. Further, the CVC Entities may have had, currently have or may in the future have business relationships or connections with the Debtors or other Potential Parties in Interest in matters related to or unrelated to the Debtors or their affiliates or these Chapter 11 Cases. Furthermore, AlixPartners has provided to CVC the list of Debtors and has performed appropriate checks to determine if there exists any material connection or relationship between the CVC Conflict Parties and the Debtors. AlixPartners will supplement this disclosure if it obtains information regarding any such connection. Other than as specifically noted herein, AlixPartners has not undertaken to determine the existence, nature and/or full scope of any business relationships or connections that the CVC Entities may have with the Potential Parties in Interest, the Debtors and their affiliates or these chapter 11 cases.

Certain of the CVC Credit Partners' Funds act as lenders to AP. Further, AP may have had, currently has or may in the future have other business relationships with, among other entities, portfolio companies or managed funds of CVC in matters unrelated to the Debtor or their affiliates in these chapter 11 cases. Based on, among other things, the business separation between the CVC Funds and the CVC Credit Partners' Funds, the business separation between the CVC Entities and AlixPartners, and the confidentiality obligations referred to above, AlixPartners believes that it does not hold or represent an interest adverse to the estate with respect to the engagement.

- Certain of the parties in interest may have extended credit or provided services, or may in the future extend credit or provide services to AlixPartners.
- A&M Industrial, a creditor to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors.
- American International Group ("AIG"), an insurance provider to the Debtors, is affiliated with entities that are limited partners, litigation counterparties, insurance providers, adverse parties, lenders and bondholders to current and former AlixPartners clients in

matters unrelated to the Debtors. AIG is a current and former AlixPartners client in matters unrelated to the Debtors. AIG has provided various types of insurance to AlixPartners in matters unrelated to the Debtors.

- AON Hewitt (“AON”), a professional in interest in this bankruptcy matter, is a material contract party, professional in interest and insurance provider to former AlixPartners clients in matters unrelated to the Debtors. AON affiliated entities are current and former AlixPartners clients in matters unrelated to the Debtors. AON is a vendor to AlixPartners.
- Arch Insurance, an insurance provider to the Debtors, is an insurance provider, co-defendant, lender and material contract party to current and former AlixPartners clients in matters unrelated to the Debtors. Arch Insurance is a current AlixPartners client in matters unrelated to the Debtors.
- Beazley Insurance Company (“Beazley”), an insurance provider to the Debtors, is an insurer and adverse party to current and former AlixPartners clients in matters unrelated to the Debtors. Beazley provides insurance services to AlixPartners in matters unrelated to the Debtors.
- Chubb Custom Market (“Chubb”), an insurance provider to the Debtors, is affiliated with entities that are vendors to AlixPartners and adverse parties, lenders, insurance providers and material contract parties to current and former AlixPartners clients in matters unrelated to the Debtors. Chubb is a former AlixPartners client in matters unrelated to the Debtors.
- Continental Casualty (“CC”), an insurance provider to the Debtors, is affiliated with entities that are bondholders, creditors and adverse parties to current and former AlixPartners clients in matters unrelated to the Debtors. CC is a former AlixPartners client in matters unrelated to the Debtors. CC is the previous employer of a current AlixPartners employee.
- Credit Suisse Loan Funding LLC and Credit Suisse Securities (USA) (“collectively, CS”), lenders and significant shareholders to the Debtors, are affiliated with entities that are current and former AlixPartners clients in matters unrelated to the Debtors. Other CS affiliated entities are lenders, creditors, bondholders, shareholders, limited partners and professionals in interest to current and former AlixPartners clients in matters unrelated to the Debtors. CS is the previous employer of a current AlixPartners employee.
- Ernst & Young (“E&Y”), a professional in interest in this bankruptcy matter, is an adverse party, client counsel, vendor and creditor to current and former AlixPartners clients in matters unrelated to the Debtors. E&Y is a vendor to AlixPartners and

previously employed several current AlixPartners employees. E&Y is a former AlixPartners client in matters unrelated to the Debtors.

- Fox Rothschild LLP, (“Rothschild”), a professional in interest in this bankruptcy matter, is a professional in interest and bondholder to current and former AlixPartners clients in matters unrelated to the Debtors. Rothschild is a vendor to AlixPartners and the previous employer of a current AlixPartners employee.
- Hartford Accident and Indemnity Company, Hartford Fire Insurance Company, Hartford Institutional Trust High Yield Series, Hartford Insurance Company of Illinois, Hartford International Life Reassurance Corporation, Hartford Life and Accident Insurance Company, Hartford Life and Annuity Insurance Company, Hartford Investment and Savings Plan Trust and Hartford Life Insurance Co. (collectively, “Hartford”), lenders and agents to the Debtors, are affiliated with entities that are creditors, bondholders, lenders, vendors, executory contract counterparties and adverse parties to current and former AlixPartners clients in matters unrelated to the Debtors. Hartford is a former AlixPartners client in matters unrelated to the Debtors.
- International Business Machines (“IBM”), a creditor to the Debtors, is a lender, joint venture party, vendor, adverse party, and creditor to current and former AlixPartners clients in matters unrelated to the Debtors. IBM is a current and former AlixPartners client in matters unrelated to the Debtors. IBM is the previous employer of current AlixPartners employees.
- IGT, a creditor to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors.
- J.P. Morgan Chase Bank, N.A. and J.P. Morgan Whitefriars Inc. (collectively, “JPM”), lenders and agents to the Debtors, are affiliated with entities that are lenders, shareholders, vendors, bondholders and creditors to current and former AlixPartners clients in matters unrelated to the Debtors. JPM and affiliated entities are current and former AlixPartners clients in matters unrelated to the Debtors. JPM affiliated entities previously employed several current AlixPartners employees.
- Kirkland & Ellis LLP, a creditor and professional in interest in this bankruptcy matter, is counsel, opposing counsel and professional in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Kirkland & Ellis, LLP is a current and former AlixPartners client in matters unrelated to the Debtors. In addition, Kirkland & Ellis, LLP currently provides services to AlixPartners.

- Lexington Insurance Company, an insurance provider to the Debtors, is an adverse party, co-defendant, vendor, insurance provider and executory contract counterparty to current and former AlixPartners clients in matters unrelated to the Debtors.
- Liberty Insurance Underwriters (“Liberty”), an insurance provider to the Debtors, is affiliated with entities that are creditors, adverse parties, executory contract counterparties, insurers and lenders to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate of Liberty is a former AlixPartners client in matters unrelated to the Debtors.
- Lloyd’s of London (“Lloyd’s”), an insurance provider to the Debtors, is affiliated with entities that are current and former AlixPartners clients in matters unrelated to the Debtors. Lloyd’s is a creditor, lender, insurer, litigation party, executory contract counterparty and adverse party to current and former AlixPartners clients in matters unrelated to the Debtors. Lloyd’s is a vendor to AlixPartners.
- Marsh USA, a professional in interest in this bankruptcy matter, is a creditor and vendor to current and former AlixPartners clients in matters unrelated to the Debtors. Affiliates, Marsh & McLennan, Marsh Risk Insurance and Marsh Ltd., are all vendors to AlixPartners.
- Moelis & Company, a professional in interest in this bankruptcy matter, is a professional in interest to a current and former AlixPartners clients in matters unrelated to the Debtors.
- National Union Fire Insurance of Pittsburgh, a creditor to the Debtors, is affiliated with entities that are limited partners, litigation counterparties, adverse parties, lenders and bondholders to current and former AlixPartners clients in matters unrelated to the Debtors.
- Oppenheimer Global Strategic Income Fund, Oppenheimer Master Loan Fund, LLC, Oppenheimer Quest for Value Funds, Oppenheimer Senior Floating Rate Fund, Oppenheimer Senior Floating Rate Fund and Oppenheimer Variable Account Funds (collectively, “Oppenheimer”), lenders, agents and shareholders to the Debtors, are lenders, bondholders and professionals in interest to current and former AlixPartners clients in matters unrelated to the Debtors. Oppenheimer is the previous employer of a current AlixPartners employee.
- Starr Aviation / Federal Insurance, an insurance provider to the Debtors, is affiliated with an entity that is a former AlixPartners client in matters unrelated to the Debtors. Affiliated entities are vendors to AlixPartners and adverse parties, lenders, insurance providers and material contract parties to current and former AlixPartners clients in matters unrelated to the Debtors.

- TD Bank, N.A., a bank to the Debtors, is a co-client to a former AlixPartners client in matters unrelated to the Debtors. An affiliate, Toronto-Dominion Bank, is a lender, creditor, vendor, bondholder, shareholder, director-affiliated company and indenture trustee to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate, TD Waterhouse, is the previous employer of a current AlixPartners employee.
- U.S. Food, a creditor to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors.
- Verizon Wireless (“Verizon”), a utility provider to the Debtors, is a former AlixPartners client in matters unrelated to the Debtors. Other Verizon-affiliated entities are creditors, executory contract counterparties, co-clients and vendors to current and former AlixPartners clients in matters unrelated to the Debtors. Verizon is a vendor to AlixPartners.
- Waste Management of New Jersey (“Waste Management”), a utility provider to the Debtors, is affiliated with entities that are creditors, adverse parties and vendors to current and former AlixPartners clients in matters unrelated to the Debtors. An affiliate of Waste Management is a former AlixPartners client in matters unrelated to the Debtors.
- Wells Fargo Principal Lending (“Wells Fargo”) a lender to the Debtors, is affiliated with entities that are lenders, creditors, lessors, bondholders, indenture trustees, adverse parties and vendors to current and former AlixPartners clients in matters unrelated to the Debtors. Wells Fargo is a related party to a current AlixPartners client and a vendor to AlixPartners, all in matters unrelated to the Debtors. Wells Fargo is a current and former AlixPartners client in matters unrelated to the Debtors.
- Wilmington Trust, N.A. (“Wilmington Trust”), a lender to the Debtors, is a bondholder, material contract party, creditor, lessor and indenture trustee to current and former AlixPartners clients in matters unrelated to the Debtors. Wilmington Trust is a former AlixPartners client and a client related party to current AlixPartners clients, all in matters unrelated to the Debtors.
- Winter Harbor, a professional in interest in this bankruptcy matter, is a professional in interest to a current AlixPartners client in matters unrelated to the Debtors.
- XL Specialty Insurance Company, an insurance provider to the Debtors, is affiliated with entities that are former AlixPartners clients in matters unrelated to the Debtors. Affiliated entities are executory contract counterparties and co-defendants to current and former AlixPartners clients in matters unrelated to the Debtors

14. AlixPartners and its subsidiary affiliates are claims agents, advisors and

crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, AlixPartners appears in numerous cases, proceedings and transactions involving many different attorneys, accountants, investment bankers and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, AlixPartners has in the past, and may in the future, be represented by several attorneys and law firms, some of whom may be involved in these Chapter 11 Cases. In addition, AlixPartners has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these Chapter 11 Cases in which it works with or against other professionals involved in this case. Moreover, from time to time, AlixPartners may have referred work to, or have other business relationships with, other professionals to be retained in these Chapter 11 Cases. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtors.

15. From time to time, AlixPartners has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these Chapter 11 Cases. As described herein, however, AlixPartners has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided, services to any significant creditor, equity security holder, insider or other party-in-interest in such unrelated matters.

16. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, except as otherwise disclosed herein, neither I nor any of AlixPartners' professional employees or representatives: (a) have any connection with the Debtors, its creditors or any other Potential Parties in Interest in these Chapter 11 Cases; or



(b) are related or connected to any United States Bankruptcy Judge for the District of New Jersey, any of the District Judges for the District of New Jersey who handle bankruptcy cases, the United States Trustee or any employee in the Office of the United States Trustee, except as otherwise set forth herein.

17. To the best of my knowledge, none of AlixPartners, its parent company and subsidiaries, affiliates or any of their professionals is a direct holder of any of the Debtors' securities. It is possible that certain of AlixPartners' employees, managing directors, board members, equity holders or an affiliate of any of the foregoing, may own investment interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments, including bank loans or other obligations. Typically, the holders of such investment interests are passive investors and have no role in management of the investment vehicle and no control over investment decisions related to such investment funds or financial instruments. AlixPartners' policy prohibits its employees from personally trading in the Debtors' securities.

18. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither AlixPartners nor its subsidiaries have been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these Chapter 11 Cases. If the Debtors are authorized by the Court to employ and retain AlixPartners, neither AlixPartners nor its subsidiaries will accept any engagement or perform any service for any other entity in these Chapter 11 Cases. AlixPartners and its subsidiaries will, however, continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11

Cases.

19. Certain individuals affiliated with AlixPartners may render crisis and interim management services to the Debtors on a part-time basis, while others have been and/or will continue to be engaged full-time. To the extent such individuals are employed on a part-time basis, AlixPartners submits that there are no simultaneous or prospective engagements existing which would constitute a conflict or adverse interest as to the matters for which it has been employed by the Debtors.

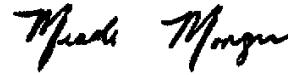
20. Despite the efforts described above to identify and disclose AlixPartners' connections with parties-in-interest in these cases, because the Debtors operate a large enterprise with thousands of creditors and other relationships, AlixPartners is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if AlixPartners discovers additional information that requires disclosure, AlixPartners will file a supplemental disclosure with the Court.

21. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, except with respect to its partners and affiliates, neither I nor AlixPartners has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor or any attorney for such party in interest in these Chapter 11 Cases.

22. AlixPartners reserves the right to supplement this Declaration in the event that AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners' employment by the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing  
is true and correct to the best of my knowledge, information and belief.

Executed on June 19, 2014



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Meade Monger  
Managing Director, AlixPartners LLP

**Exhibit A**

**Entities Submitted to the Conflicts Database**

<b>Debtors (including certain Prior Names)</b>
Revel AC, Inc.
Revel AC, LLC
Revel Atlantic City, LLC
Revel Entertainment Group, LLC
NB Acquisition, LLC
SI LLC
Revel Acquisition, LLC
Revel Entertainment, LLC

<b>Officers &amp; Directors of Debtors</b>
Thomas M. Benninger
Jeffrey J. Dahl
William McBeath
Peter E. Murphy
Gregory M. Roselli
Scott Kreeger
Theresa Glebocki
Loretta Pickus

<b>Lenders and Agents</b>
AAI Canyon Fund plc
American Funds Insurance Series
American High-Income Trust
Canyon - GRF Master Fund II, LP
Canyon - GRF Master Fund LP
Canyon - TCDRS Fund, LLC
Canyon Balanced Master Fund, Ltd.
Canyon Blue Credit Investment Fund LP
Canyon Distressed Opportunity Master Fund, LP
Canyon Value Realization Fund LP
Canyon Value Realization MAC 18 Ltd.
Capital Research American Funds
Capital Research American High Income Trust
Chatham Asset High Yield Master Fund Ltd
Chatham Eureka Fund, L.P.
Citi Canyon Ltd.
Credit Suisse Loan Funding LLC
Hartford Accident and Indemnity Company

<b>Lenders and Agents</b>
Hartford Institutional Trust High Yield Series
Hartford Insurance Company of Illinois
Hartford International Life Reassurance Corporation
Hartford Life and Accident Insurance Company
Hartford Life and Annuity Insurance Company
Hartford Life Insurance Co
Hartford Fire Insurance Company
HIMCO Dynamic Allocation Fixed Income Fund LLC
J.P. Morgan Chase Bank, N.A.
J.P. Morgan Whitefriars Inc.
Omega Charitable Partnership, LP
Oppenheimer Global Strategic Income Fund
Oppenheimer Master Loan Fund, LLC
Oppenheimer Quest for Value Funds
Oppenheimer Senior Floating Rate Fund
Oppenheimer Variable Account Funds
Permal Canyon Fund Ltd.
The Canyon Value Realization Master Fund, LP
The Hartford Investment and Savings Plan Trust
Twin Haven Special Opportunities Fund IV, LP
Wells Fargo Principal Lending, LLC
Wilmington Trust, N.A.

<b>Top 30 Creditors</b>
PHD Media LLC
ACR Energy Partners LLC
Sobel Westex
Atlantic City Alliance
Siemens Industry Inc.
Sysco Guest Supply LLC
US Foods Inc.
Casino Control Fund
Purchasing Management International
Schindler
National Union Fire Insurance of Pittsburg
Exhale Mind Body Spa
The Media & Marketing Group
IGT
Bunzl
CRDA
NJ DOL & Workforce Development

<b>Top 30 Creditors</b>
A&M Industrial
A Esposito Inc.
Idea Boardwalk LLC
Amada
SHFL Entertainment
American Cut
TY Group LLC
Casino Lobster
Azure LLC
Encore Event Technologies
Paris Product Company
Lugo AC LLC
International Business Machine

<b>Other Parties</b>
Block 73, LLC
James A. Maggs
Kevin DeSanctis
Revel Group, LLC
Michael Garrity

<b>Utilities</b>
Marina Energy LLC
DCO Energy LLC
Energenic, LLC
ACR Energy Partners LLC
Atlantic County Municipal Utilities Authority
Atlantic City Sewerage Co.
South Jersey Gas Co.
Waste Management of New Jersey
Cellco Partnership, d/b/a Verizon Wireless
Verizon Wireless
Magellan Hill Technologies
Network Billing Systems
HotWire Communications

<b>Insurance</b>
Amerihealth Casualty
Chubb Custom Market, Inc.
Philadelphia Insurance Co.

<b>Insurance</b>
National Specialty Insurance Co.
Beazley Insurance Co.
Endurance American Insurance Company
Arch Insurance Co.
XL Specialty Insurance Co.
Freedom Specialty Insurance Company
Lloyd's of London
Beazley Insurance Company, Inc.
Continental Casualty
Lloyd's of London
Lexington Insurance Corp.
American International Group, Inc.
Continental Casualty
Liberty Insurance Underwriters Inc.
Starr Aviation/Federal Insurance

<b>Bank Accounts</b>
JPMorgan Chase Bank, N.A.
TD Bank, N.A.

<b>Five Percent Shareholders</b>
Chatham Revel VoteCo, LLC
American High-Income Trust
The Income Fund of America
Canyon RC Holdings LLC
Credit Suisse Securities (USA) LLC
Trust under the Revel AC, Inc. 2013 Management Equity Incentive Plan
Oppenheimer Senior Floating Rate Fund

<b>Professionals</b>
Cooper Levenson, P.A.
McAndrew Held & Malloy Ltd
Slater, Tenaglia, Fritz & Hunt P.A.
Kirkland & Ellis LLP
Barley Snyder LLC
Ernst & Young
The Boardwalk Consulting Group
Marsh USA Inc.
Aon Hewitt
Thomas Patchin

<b>Professionals</b>
Lisa Johnson Communications
Kekst and Company, Inc.

<b>Advisors</b>
White & Case LLP
Winter Harbor LLC
Moelis & Company LLC
Fox Rothschild LLP
AlixPartners, LLP

<b>Litigation Parties</b>
Tishman Construction
Stone Concrete
Helmark Steel, Inc
Philadelphia D&M, Inc.
Lyndon Stockton
Ravel Hotel LLC
Idea Boardwalk
Carlee Ingelido
Ovation Live Inc. d/b/a Ovation Entertainment
Rich Barham
Permasteelisa North America Co
Imperial Woodworking
Schumacker, Darlene M
Redling, Geri
Denker, Kevin
Ramos, Kimberly A
Garcia, Alberto
Sommers, Robin D

<b>Judges of the New Jersey Bankruptcy Court</b>
Gloria M. Burns
Rosemary Gambardella
Judith H. Wizmur
Novalyn L. Winfield
Kathryn C. Ferguson
Donald H. Steckroth
Morris Stern
Michael B. Kaplan
Christine M. Gravelle



<b>Office of the United States Trustee</b>
Martha Hildebrandt
Michael Artis
Peter J. D'Auria
Mitchell B. Hausmann
Shining J. Hsu
Donald F. MacMaster
Robert J. Schneider, Jr.
Jeffrey Sponder
Fran B. Steele
Benjamin Teich

**EXHIBIT B**

**Proposed Order**

<p>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY <b>Caption in compliance with D.N.J. LBR 9004-2(c)</b></p>	
<p><b>FOX ROTHSCHILD LLP</b> (Formed in the Commonwealth of Pennsylvania) Michael J. Viscount, Jr., Esq. Raymond M. Patella, Esq. 1301 Atlantic Avenue, Suite 400 Atlantic City, NJ 08401 (609) 348-4515/fax 609-348-6834</p> <p><b>WHITE &amp; CASE LLP</b> John K. Cunningham, Esq. (<i>pro hac vice</i> pending) Richard S. Kebrdle, Esq. (<i>pro hac vice</i> pending) Kevin M. McGill, Esq. (<i>pro hac vice</i> pending) Southeast Financial Center 200 South Biscayne Blvd., Suite 4900 Miami, FL 33131 (305) 371-2700/fax (305) 358-5744</p> <p><i>Proposed Co-Counsel to the Debtors and Debtors in Possession</i></p>	
<p>In re:</p> <p>REVEL AC, INC., <u>et al.</u>,</p> <p style="text-align: center;">Debtors.<sup>1</sup></p>	<p>Chapter 11</p> <p>Case No. 14-22654 (GMB)</p> <p>Joint Administration Requested</p> <p>Re: Docket No. ____</p>

**ORDER AUTHORIZING AND APPROVING THE RETENTION  
OF ALIXPARTNERS, LLP AS CLAIMS AND NOTICING AGENT  
NUNC PRO TUNC TO THE PETITION DATE**

The relief set forth on the following pages two (2) through six (6) is hereby ORDERED:

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Revel AC, Inc. (3856), Revel AC, LLC (4456), Revel Atlantic City, LLC (9513), Revel Entertainment Group, LLC (2321), NB Acquisition, LLC (9387) and SI LLC (3856). The location of the Debtors' corporate headquarters is 500 Boardwalk, Atlantic City, New Jersey 08401.

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Debtors: Revel AC, Inc., et al.

Case No.: 14-22654 (GMB)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE RETENTION OF  
ALIXPARTNERS, LLP AS CLAIMS AND NOTICING AGENT *NUNC  
PRO TUNC* TO THE PETITION DATE

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Upon the application (the “Application”)<sup>2</sup> of Revel AC, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) pursuant to 28 U.S.C. § 156(c) for entry of an Order authorizing and approving the retention of AlixPartners, LLP (“AlixPartners”) as the claims and noticing agent; and the Court having reviewed the Application, the Engagement Letter and the Declaration of Meade Monger in support of the Application; and it appearing that the Court has jurisdiction over this matter; and it appearing that AlixPartners and each of its employees represent no interest adverse to the Debtors’ estates such that would disqualify AlixPartners from representation of the Debtors in these Chapter 11 Cases; and it appearing that AlixPartners is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code; and it appearing that due notice of the Application as set forth therein is sufficient under the circumstances, and that no other or further notice need be provided; and it further appearing that the relief requested in the Application is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Application is GRANTED; and it is further

ORDERED that except to the extent modified herein, the Application and the Engagement Letter are approved and the Debtors are authorized to employ and retain AlixPartners as Claims and Noticing Agent; and it is further

ORDERED that AlixPartners is appointed as the Claims and Noticing Agent in these Chapter 11 Cases pursuant to 28 U.S.C. § 156(c), nunc pro tunc to the Petition Date; and it

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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Debtors: Revel AC, Inc., et al.

Case No.: 14-22654 (GMB)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE RETENTION OF  
ALIXPARTNERS, LLP AS CLAIMS AND NOTICING AGENT *NUNC  
PRO TUNC* TO THE PETITION DATE

---

is further

ORDERED that AlixPartners is appointed pursuant to the terms set forth in the Application and the Engagement Letter, and shall be compensated as is stated therein; and it is further

ORDERED that AlixPartners is hereby directed to perform the Claims and Noticing Services described in the Application and the Engagement Letter; and it is further

ORDERED that the Debtors are authorized to pay AlixPartners' fees and expenses upon the submission by AlixPartners of monthly invoices to the Debtors describing, in reasonable detail, the services for which compensation is sought, in accordance with the Engagement Letter attached to the Application as Exhibit "C", without the need to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses; and it is further

ORDERED that any dispute with respect to the fees and expenses by AlixPartners shall be brought before this Court for a final determination; and it is further

ORDERED that, pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of AlixPartners under this Order shall be an administrative expense of the Debtors' estates; and it is further

ORDERED that AlixPartners may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, AlixPartners may hold its retainer under the Engagement Letter during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Letter; and it is further

(Page 4)

Debtors: Revel AC, Inc., et al.

Case No.: 14-22654 (GMB)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE RETENTION OF  
ALIXPARTNERS, LLP AS CLAIMS AND NOTICING AGENT *NUNC  
PRO TUNC* TO THE PETITION DATE

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ORDERED that, except as otherwise provided in this Order, the Debtors shall indemnify AlixPartners under the terms of the Engagement Letter; and it is further

ORDERED that AlixPartners shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter for services other than the services provided under the Engagement Letter, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court; and it is further

ORDERED that, notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify AlixPartners, or provide contribution or reimbursement to AlixPartners, for any claim or expense that is: (i) judicially determined (the determination having become final) to have arisen from AlixPartners' gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of AlixPartners' contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which AlixPartners should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order; and it is further

ORDERED that if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal); or (ii) the entry of an order closing the Chapter 11 Cases, AlixPartners believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors'

(Page 5)

Debtors: Revel AC, Inc., et al.

Case No.: 14-22654 (GMB)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE RETENTION OF  
ALIXPARTNERS, LLP AS CLAIMS AND NOTICING AGENT *NUNC  
PRO TUNC* TO THE PETITION DATE

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indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, AlixPartners must file an application therefor in this Court, and the Debtors may not pay any such amounts to AlixPartners before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses AlixPartners for indemnification, contribution or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify AlixPartners. All parties in interest shall retain the right to object to any demand by AlixPartners for indemnification, contribution or reimbursement; and it is further

ORDERED that, in the event that AlixPartners is unable to provide the services set forth in this Order, AlixPartners shall immediately notify the Clerk and the Debtors' attorneys and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorneys; and it is further

ORDERED that the Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any other applicable law, for work that is to be performed by AlixPartners but is not specifically authorized by this Order; and it is further

ORDERED that the Debtors and AlixPartners are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application; and it is further

(Page 6)

Debtors: Revel AC, Inc., et al.

Case No.: 14-22654 (GMB)

Caption of Order: ORDER AUTHORIZING AND APPROVING THE RETENTION OF  
ALIXPARTNERS, LLP AS CLAIMS AND NOTICING AGENT *NUNC  
PRO TUNC* TO THE PETITION DATE

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ORDERED that AlixPartners shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court; and it is further

ORDERED that, in the event of any inconsistency between the Engagement Letter, the Application and the Order, the Order shall govern; and it is further

ORDERED that, notwithstanding any term in the Engagement Letter to the contrary, this Court shall, and hereby does, retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.



**EXHIBIT C**

**Engagement Letter**



Chicago Dallas Detroit Dubai Düsseldorf London Los Angeles Milan  
Munich New York Paris San Francisco Shanghai Tokyo Washington, DC

May 14, 2014

John K. Cunningham, Esq.  
White & Case LLP  
Southeast Financial Center  
200 South Biscayne Boulevard, Suite 4900  
Miami, Florida 33131-2352

Re: Agreement for Claims Agent and Noticing Services

Dear John:

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement (“Agreement”) between AlixPartners, LLP, a Delaware limited liability partnership (“AlixPartners”) and Revel Entertainment Group, LLC and certain of its affiliates (the “Company”) for the engagement of AlixPartners to provide bankruptcy administration services to the Company. AlixPartners understands that the Company intends to file for protection under Chapter 11 of the United States Bankruptcy Code.

#### OBJECTIVE AND TASKS

The objective of this engagement is to provide bankruptcy administration services including claims agent, notice agent and ballot agent services with respect to the overall bankruptcy process in connection with the Chapter 11 bankruptcy proceedings involving the Company.

AlixPartners will perform the following tasks in connection with serving as claims agent, notice agent and ballot agent:

- Assist with preparation for a potential bankruptcy filing under Chapter 11 of the United States Bankruptcy Code.
- Assist with developing the complete notice database system to inform all potential creditors as to the filing of the case and the bar date notice.
- Process and mail all notices including the initial bankruptcy notices and bar date notice.
- Receive and process all proofs of claim and maintain the claims register.
- Track all claims transfers and update ownership of claims in the claims register accordingly.
- Provide both the Company and its counsel access to the claims database system.
- Provide all voting ballots to necessary parties, quantify the ballot results and provide a final report to the Bankruptcy Court (“Court”).



Revel Entertainment Group, LLC  
May 13, 2014  
Page 2 of 11

- Be available for testimony such as results of balloting.
- Prepare creditors matrix listing all potential creditors.
- Develop and host a case website including a secure document room for legal and transactional diligence as necessary.
- File monthly claims register with the Court.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

**STAFFING**

Meade Monger will be the managing director responsible for the overall engagement. He will be assisted in the day-to-day management by John Franks or another Director who will provide the necessary oversight and project management. We will be assisted by a staff of colleagues at various levels, all of whom have a wide range of skills and abilities related to this type of assignment.

**TIMING, FEES AND RETAINER**

AlixPartners will commence this engagement on or about May 19, 2014 after receipt of a copy of the Agreement executed by the Company accompanied by the Retainer, as set forth on Schedule 1.

The Company shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.

The Company agrees that it will promptly seek approval of the retention of AlixPartners by the Court nunc pro tunc to the date of filing. AlixPartners acknowledges that its retention and the terms thereof are subject to Court approval.

\* \* \*

If these terms meet with your approval, please sign and return the enclosed copy of the Agreement. If you have questions, I can be reached at (214) 647-7621, or [mmonger@alixpartners.com](mailto:mmonger@alixpartners.com).



Revel Entertainment Group, LLC  
May 13, 2014  
Page 3 of 11

We look forward to working with you.

Sincerely yours,

ALIXPARTNERS, LLP

Meade Monger  
Managing Director

Acknowledged and Agreed to:

REVEL ENTERTAINMENT GROUP, LLC

By: 

Its: CFO

Dated: 5/19/14



**SCHEDULE 1**

**FEES AND EXPENSES**

**FEES AND EXPENSES**  
(Claims and Noticing Agent Services Agreement)

**1. Fees:**

<b>Notice Printing &amp; Mailing, Publication Services</b>	<b>Charges</b>
Standard Notice & Envelope Printing	Waived
Document Finishing	
Collate/Fold/Insert	Waived
USPS First Class/Priority Mail Postage & Processing Fees	at cost
Express/Overnight Shipment Delivery Fees	at cost
Electronic Noticing	Waived
Claim Acknowledgement Noticing	Waived
Legal Notice Publishing	quoted as required
Public Debt and Equity Holder Noticing	quoted as required
<b>Photocopying, Printing, Claim Duplication, Facsimile</b>	<b>Charges</b>
Photocopying or Printing	\$0.10 per page
Facsimile Transmission (domestic)	\$0.08 per page
<b>Solicitation Mailings, Vote Tabulations</b>	<b>Charges</b>
Ballot Solicitation/Disclosure Statement & Plan Mailings	quoted as required
Voting Tabulation	see hourly rates
<b>Claims Docketing, Imaging, Document Management</b>	<b>Charges</b>
Claims Docketing, Examination, Data Entry, & Review	see hourly rates
Document Scanning	\$0.12 per page
Database and System Access	no charge
Document Archival Storage	no charge



**SCHEDULE I (CONTINUED)**

**FEES AND EXPENSES**  
(Claims and Noticing Agent Services Agreement)

<b>System Licensing, Database Storage, Web Hosting</b>	<b>Charges</b>
License Fees & Database Storage	\$0.10 per creditor per month
Setup and/or Configuration	see hourly rates
Implementation Training and/or Technical Support	see hourly rates
Web Site Hosting (Case-Specific)	Waived
<b>Creditor Setup</b>	<b>Charges</b>
Creditor Setup & Data Parsing	
Data Transfer	see hourly rates
Manually Entered (Clerical)	see hourly rates
<b>Communications Center Services</b>	<b>Charges</b>
Standard Call Center Setup	no charge
Call Center Operator	see hourly rates
Voice Recorded Message	no charge
Standard Call Center Support/Maintenance	See hourly rates, only when applicable/needed
<b>Consulting Services and Hourly Rates</b>	<b>Charges</b>
Clerical	\$30 - \$45 per hour
Project Specialist	\$55 - \$100 per hour
Case Manager	\$110 - \$125 per hour
IT Programming Consultant	\$45 - \$85 per hour
Consultant	\$75 - \$165 per hour
Senior Consultant	\$175 per hour
<b>Distributions</b>	<b>Proposed AlixPartners Pricing</b>
Remittance Check Production	quoted as required
<b>Miscellaneous Expenses</b>	<b>Proposed AlixPartners Pricing</b>
Travel and Related Expenses	at cost



**SCHEDULE 1 (CONTINUED)**

**FEES AND EXPENSES**  
(Claims, Noticing and Balloting services)

<b>Retainer</b>	<b>Proposed AlixPartners Pricing</b>
Required Retainer	\$15,000.00

Clients will be notified in advance of any mailing that will require prepayment of print, postage, and/or shipping fees.



## **SCHEDULE 2**

### **DISCLOSURES**

AlixPartners has not completed a thorough check of the parties in interest with regard to the Company, as AlixPartners has not received the list of the parties in interest. However, as soon as practicable after beginning the engagement, AlixPartners will provide the Company with a listing of parties with which AlixPartners has current or prior relationships that may be related to the Company. AlixPartners will provide this so that the Company may assess the impact, if any, that the Company believes such relationships have.

This Schedule 2 may be updated by AlixPartners from time to time to disclose additional connections or relationships between AlixPartners and the interested parties.



**ALIXPARTNERS, LLP**  
**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (“Terms”) are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

**Section 1. Company Responsibilities.**

The Company will undertake responsibilities as set forth below:

1. Provide reliable and accurate detailed information, materials, documentation and
2. Make decisions and take future actions, as the Company determines in its sole discretion, on any recommendations made by AlixPartners in connection with this Agreement.

AlixPartners’ delivery of the services and the fees charged are dependent on (i) the Company’s timely and effective completion of its responsibilities; and (ii) timely decisions and approvals made by the Company’s management. The Company shall be responsible for any delays, additional costs or other deficiencies caused by not completing its responsibilities.

In connection with any Chapter 11 filing, the Company shall apply promptly to the Bankruptcy Court for approval of the Company’s retention of AlixPartners under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners shall have no obligation to provide any further services if the Company becomes a debtor under the Bankruptcy Code unless AlixPartners’ retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Company shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to AlixPartners’ fee and expense matters.

**Section 2. Billing, Retainer and Payments.**

**Billing.** AlixPartners will submit monthly invoices for services rendered and expenses incurred. Unless explicitly stated in the invoice, all amounts invoiced are not contingent upon or in any way tied to the delivery of any reports or other work product in the future and are not contingent upon the outcome of any case or matter. AlixPartners’ fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on AlixPartners’ income generally).

**Retainer.** Upon execution of the Agreement, the Company shall promptly pay AlixPartners the agreed-upon advance retainer (“Retainer”). Invoices shall be offset against the Retainer. Payments of invoices will be used to replenish the Retainer to the agreed-upon amount. Any unearned portion of the Retainer will be applied against our final invoice or returned to the Company at the end of the engagement

If the Company becomes a debtor under the Bankruptcy Code, due to the ordinary course and unavoidable

reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the date of filing, AlixPartners may have incurred but not billed fees and reimbursable expenses which relate to the prepetition period. AlixPartners will seek Court approval to apply the Retainer to these amounts.

**Payments.** All payments to be made to AlixPartners shall be due and payable upon receipt of invoice via wire transfer to AlixPartners’ bank account, as follows:

Receiving Bank:	Deutsche Bank ABA #021-001-033
Receiving Account:	AlixPartners, LLP A/C #003-58897
Currency:	USD

**Section 3. Relationship of the Parties.**

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, AlixPartners will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. Of course, employees of AlixPartners will not be entitled to receive from the Company any vacation pay, sick leave, retirement, pension or social security benefits, workers’ compensation, disability, unemployment insurance benefits or any other employee benefits. AlixPartners will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create a fiduciary or agency relationship between AlixPartners and the Company or its Board of Directors.

**Section 4. Confidentiality.**

AlixPartners shall use reasonable efforts to keep confidential all non-public confidential or proprietary information obtained from the Company during the performance of its services hereunder (the “Information”), and neither AlixPartners nor its personnel will disclose any Information to any other person or entity. “Information” includes non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of the Company, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, AlixPartners from making such disclosures of Information that AlixPartners reasonably believes is required by law or any regulatory requirement or authority, or to clear client conflicts. AlixPartners may

**ALIXPARTNERS, LLP**  
**GENERAL TERMS AND CONDITIONS**

make reasonable disclosures of Information to third parties in connection with the performance of AlixPartners' obligations and assignments hereunder. In addition, AlixPartners will have the right to disclose to any person that it provided services to the Company or its affiliates and a general description of such services, but shall not provide any other information about its involvement with the Company. The obligations of AlixPartners under this Section 4 shall survive the end of any engagement between the parties for a period of two (2) years.

The Company acknowledges that all information (written or oral), including advice and Work Product (as defined in Section 5), and the terms of this Agreement, generated by AlixPartners in connection with this engagement is intended solely for the benefit and use of the Company (limited to its management and its Board of Directors) in connection with the transactions to which it relates. The Company agrees that no such information shall be used for any other purpose or reproduced, disseminated, quoted or referred to with or without attribution to AlixPartners at any time in any manner or for any purpose without AlixPartners' prior approval, except as required by law.

**Section 5. Intellectual Property.**

Upon the Company's payment of all fees and expenses owed under this Agreement, all analyses, final reports, presentation materials, and other work product (other than any Engagement Tools, as defined below) that AlixPartners creates or develops specifically for the Company and delivers to the Company as part of this engagement (collectively known as "Work Product") shall be owned by the Company and shall constitute Information as defined above. AlixPartners may retain copies of the Work Product and any Information necessary to support the Work Product subject to its confidentiality obligations in this Agreement.

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, utilities and other intellectual property that AlixPartners has created, acquired or developed or will create, acquire or develop (collectively, "Engagement Tools"), are, and shall be, the sole and exclusive property of AlixPartners. The Company shall not acquire any interest in the Engagement Tools other than a limited non-transferable license to use the Engagement Tools to the extent they are contained in the Work Product. The Company acknowledges and agrees that any Engagement Tools provided to the Company are provided "as is" and without any warranty or condition of any kind, express, implied or otherwise, including, implied warranties of merchantability or fitness for a particular purpose.

**Section 6. Framework of the Engagement.**

The Company acknowledges that it is retaining AlixPartners solely to assist and advise the Company as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement.

**Section 7. Indemnification and Other Matters.**

The Company shall indemnify, hold harmless and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement. The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. The AlixPartners Parties may, but are not required to, engage a single firm of separate counsel of their choice in connection with any of the matters to which these indemnification and advancement obligations relate.

If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to this Agreement, the Company shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

Notwithstanding anything to the contrary, the Company's indemnification and advancement obligations in this Section 7 shall be primary to (and without allocation against) any similar indemnification and advancement obligations of AlixPartners, its affiliates and insurers to the indemnitees (which shall be secondary).

AlixPartners is not responsible for any third-party products or services separately procured by the Company. The Company's sole and exclusive rights and remedies with respect to any such third party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring such third-party product or service.

**Section 8. Governing Law and Arbitration.**

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in Southfield, Michigan under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, AlixPartners may in its sole discretion proceed directly to a court of competent

**ALIXPARTNERS, LLP**  
**GENERAL TERMS AND CONDITIONS**

jurisdiction to enforce the terms of this Agreement for any claim (and any subsequent counter claim) against the Company relating to either (i) the non-payment of fees or expenses due under this Agreement, or (ii) the non-performance of obligations under Section 7.

In the event the Company files under Chapter 11, the Company and AlixPartners agree that the Bankruptcy court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

**Section 9. Termination and Survival.**

The Agreement may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any fees and expenses due under the provisions of the Agreement (for fixed fee engagements, fees will be pro rata based on the amount of time completed), including Success Fee and Break Fee in accordance with Schedule 1. Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Additionally, unless the Agreement is terminated by the Company for Cause (as defined below) or due to circumstances described in the Success Fee provision in the Agreement, AlixPartners shall remain entitled to the Success Fee(s) that otherwise would be payable for the greater of 12 months from the date of termination or the period of time that that has elapsed from the date of the Agreement to the date of termination. Cause shall mean:

(a) an AlixPartners employee acting on behalf of the Company is convicted of a felony, or

(b) it is determined in good faith by the Board of Directors of the Company after 30 days notice and opportunity to cure, that either (i) an AlixPartners employee is engaging in misconduct injurious to the Company, or (ii) an AlixPartners employee is breaching any of his or her material obligations under this Agreement, or (iii) an AlixPartners employee is willfully disobeying a lawful direction of the Board of Directors or senior management of the Company.

Sections 2, 4, 5, 7, 8, 9, 10, 11 and 12 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

**Section 10. Non-Solicitation of Employees**

The Company acknowledges and agrees that AlixPartners has made a significant monetary investment recruiting, hiring and training its personnel. During the term of this Agreement and for a period of two years after the final invoice is rendered by AlixPartners with respect to this engagement (the "Restrictive Period"), the Company and its affiliates agree not to directly or indirectly hire, contract with, or solicit the employment of any of AlixPartners'

Managing Directors, Directors, or other employees/contractors.

If during the Restrictive Period the Company or its affiliates directly or indirectly hires or contracts with any of AlixPartners' Managing Directors, Directors, or other employees/contractors, the Company agrees to pay to AlixPartners as liquidated damages and not as a penalty the sum total of: (i) for a Managing Director, one million U.S. dollars (\$1,000,000 USD); (ii) for a Director, five hundred thousand U.S. dollars (\$500,000 USD); and (iii) for any other employee/contractor, two hundred fifty thousand U.S. dollars (\$250,000 USD). The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse AlixPartners for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that AlixPartners has made in its Managing Directors, Directors, and other employees/consultants; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

The Company also acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of this provision, and the Company agrees that AlixPartners shall have the right to seek a restraining order and/or an injunction for any breach of this non-solicitation provision. If any provision of this section is found to be invalid or unenforceable, then it shall be deemed modified or restricted to the extent and in the manner necessary to render the same valid and enforceable.

**Section 11. Limit of Liability.**

The AlixPartners Parties shall not be liable to the Company, or any party asserting claims on behalf of the Company, except for direct damages found in a final determination to be the direct result of the bad faith, self-dealing or intentional misconduct of AlixPartners. The AlixPartners Parties shall not be liable for incidental or consequential damages under any circumstances, even if it has been advised of the possibility of such damages. The AlixPartners Parties aggregate liability, whether in tort, contract, or otherwise, is limited to the amount of fees paid to AlixPartners for services on this engagement (the "Liability Cap"). The Liability Cap is the total limit of the AlixPartners Parties' aggregate liability for any and all claims or demands by anyone pursuant to this Agreement, including liability to the Company, to any other parties hereto, and to any others making claims relating to the work performed by AlixPartners pursuant to this Agreement. Any such claimants shall allocate any amounts payable by the AlixPartners Parties among themselves as appropriate, but if they cannot agree on the allocation it will not affect the enforceability of the Liability Cap. Under no circumstances shall the aggregate of all such allocations or other claims against the AlixPartners Parties pursuant to this Agreement exceed the Liability Cap.

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**GENERAL TERMS AND CONDITIONS**

**Section 12. General.**

**Severability.** If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

**Entire Agreement.** This Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the parties relating to the services to be rendered by AlixPartners and supersedes any other communications, agreements, understandings, representations, or estimates among the parties (relating to the subject matter hereof) with respect to such services. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the parties. AlixPartners is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

**Joint and Several.** If there is more than one party to this Agreement, the Company shall cause each other entity which is included in the definition of Company to be jointly and severally liable for the Company's liabilities and obligations set forth in this Agreement.

**Third-Party Beneficiaries.** The indemnitees shall be third-party beneficiaries with respect to Section 7 hereof.

**Data Protection.** AlixPartners acknowledges and the Company agrees that in performing the services AlixPartners may from time to time be required to process certain personal data on behalf of the Company. In such cases AlixPartners may act as the Company's data processor and AlixPartners shall endeavor to (a) act only on reasonable instructions from the Company within the scope of the services of this Agreement; (b) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and (c) comply (to the extent applicable to it and/or the process) with relevant laws or regulations.

**Notices.** All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP  
2000 Town Center, Suite 2400  
Southfield, MI 48075  
Attention: General Counsel

and if to the Company, to the address set forth in the Agreement, to the attention of the Company's General Counsel, or to such other name or address as may be given in writing to the other party. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.