

EXHIBIT 3
AMENDED DIP CREDIT AGREEMENT

AMENDED AND RESTATED SENIOR SECURED SUPERPRIORITY
DEBTOR-IN-POSSESSION CREDIT AGREEMENT,

dated as of [_____, 2009,

among

GREEKTOWN HOLDINGS, L.L.C.

and

GREEKTOWN HOLDINGS II, INC.,
each as a Borrower, a Debtor and a Debtor-In-Possession,

GREEKTOWN CASINO, L.L.C., TRAPPERS GC PARTNER, L.L.C., CONTRACT
BUILDERS CORPORATION and REALTY EQUITY COMPANY, INC.,
each as a Subsidiary Guarantor, a Debtor and a Debtor-In-Possession,

VARIOUS FINANCIAL INSTITUTIONS,
as the Lenders,

MERRILL LYNCH CAPITAL CORPORATION,
as the Administrative Agent,

WACHOVIA BANK, NATIONAL ASSOCIATION,
as the Issuer,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
as the Lead Arranger,

and

MERRILL LYNCH CAPITAL CORPORATION,
as a Co-Manager,

and

WELLS FARGO FOOTHILL, INC.,
as a Co-Manager.

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**AMENDED AND RESTATED SENIOR SECURED
SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

THIS AMENDED AND RESTATED SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of [____], 2009, among GREEKTOWN HOLDINGS, L.L.C., a Michigan limited liability company and a debtor and debtor-in-possession under Chapter 11 of 11 U.S.C. §§ 101-1532 (as amended from time to time, the “**Bankruptcy Code**”) (“**Greektown Holdings**”) and GREEKTOWN HOLDINGS II, INC., a Michigan corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (“**Greektown Corporation**”, together with Greektown Holdings, the “**Borrowers**” and each, a “**Borrower**”), GREEKTOWN CASINO, L.L.C., a Michigan limited liability company and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the “**Operating Company**”), TRAPPERS GC PARTNER, L.L.C., a Michigan limited liability company and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (“**TGCP**”), CONTRACT BUILDERS CORPORATION, a Michigan corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (“**Contract Builders**”), and REALTY EQUITY COMPANY, INC., a Michigan corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (“**Realty Equity**”, and together with the Operating Company, TGCP and Contract Builders, the “**Subsidiary Guarantors**” and each, a “**Subsidiary Guarantor**”), the various financial institutions as are or may become parties hereto (collectively, the “**Lenders**”), WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (the “**Issuer**”), as the issuer of the Letters of Credit (defined below), MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED (“**MLPF&S**”), as the lead arranger (in such capacity, the “**Lead Arranger**”), WELLS FARGO FOOTHILL, INC. (“**Wells Fargo**”), as a co-manager (in such capacity, a “**Co-Manager**”; together with MLCC, the “**Co-Managers**”) and MERRILL LYNCH CAPITAL CORPORATION (“**MLCC**”) as the administrative agent (in such capacity, the “**Administrative Agent**”) for the Lenders.

W I T N E S S E T H:

WHEREAS, on May 29, 2008 (the “**Petition Date**”), the Borrowers, the Subsidiary Guarantors and the Other Debtors (each a “**Debtor**” and collectively, the “**Debtors**”) each filed a separate voluntary petition for relief (each a “**Case**” and collectively, the “**Cases**”) under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division (the “**Bankruptcy Court**”); and

WHEREAS, the Borrowers, the Subsidiary Guarantors and the Other Debtors are continuing to operate their respective businesses and manage their respective properties as debtors-in-possession under Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, on December 2, 2005, the Borrowers, the lenders party thereto from time to time (the “**Prepetition Lenders**”), MLCC, as the administrative agent (the “**Prepetition Agent**”), KeyBank National Association, as the existing issuer (the “**Prepetition Issuer**”), National City Bank of the Midwest, as the replacement issuer, MLPF&S, as the sole lead arranger, the sole book runner and the syndication agent, and Wachovia Securities, National City Bank of the Midwest, Wells Fargo Bank, National Association and Fifth Third Bank, as the co-documentation agents, entered into that certain Credit Agreement, as amended through the date

hereof (as amended, the “**Prepetition Credit Agreement**”; the Prepetition Obligations thereunder, the “**Prepetition Loans**” and the collateral securing the Prepetition Loans, the “**Prepetition Collateral**”); and

WHEREAS, on June 9, 2008 (the “**Original Closing Date**”), the Borrowers, the Subsidiary Guarantors, the lenders party thereto from time to time (the “**Original Lenders**”), the Administrative Agent, Wachovia Bank, National Association, as the issuer, MLPF&S and Wachovia Capital Markets, LLC, as the co-lead arrangers and the joint book runners, and Wachovia Capital Markets, LLC, as the syndication agent, entered into that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement, as amended through the date hereof (as amended, the “**Original DIP Credit Agreement**”); and

WHEREAS, the Original DIP Credit Agreement provided post-petition financing to the Borrowers in the form of a senior secured superpriority debtor-in-possession loan facility in the aggregate principal amount of \$150,000,000 (the “**Original DIP Facility**”; the Obligations thereunder, the “**Original Loans**” and the collateral securing the Original DIP Facility, the “**Original Collateral**”);

WHEREAS, prior to the Original Closing Date (such term and other capitalized terms being used herein with the meanings provided in Section 1.1), (x) 50% of the Operating Company Membership Interests are owned directly by Kewadin Greektown Casino, L.L.C. (“**Kewadin**”) which, in turn, is 100% owned by Kewadin Casinos Gaming Authority (the “**Authority**”) and which, in turn, is 100% owned by the Sault Ste. Marie Tribe of Chippewa Indians (the “**Tribe**”) and (y) 50% of the Operating Company Membership Interests are owned directly by Monroe Partners, L.L.C. (“**Monroe**”), which, in turn, is 97.1875% owned directly by Kewadin and 2.8125% owned directly by, or subject to options for the benefit of, other Persons; and

WHEREAS, on or before December 2, 2005, (x) 50% of the Operating Company Membership Interests were transferred to Greektown Holdings by Kewadin and (y) 50% of the Operating Company Membership Interests were transferred to Greektown Holdings by Monroe and, after giving effect to such transfers, the Operating Company is a wholly-owned Subsidiary of Greektown Holdings; and

WHEREAS, as of the Original Closing Date, 50% of the Greektown Holdings Membership Interests are owned directly by each of Kewadin and Monroe; and

WHEREAS, as of the Original Closing Date, Greektown Corporation is a wholly-owned subsidiary of Greektown Holdings; and

WHEREAS, the Operating Company (x) owns the site described in Exhibit L-1 and leases the Trappers Alley Parcel described in Exhibit L-2 (collectively, the “**Site**”) from TGCP, its wholly-owned Subsidiary, which site is bounded by Monroe Avenue, Saint Antoine Street, East Lafayette Street and Beaubien Street in Detroit, Michigan, (y) operates an approximately 297,859 square foot complex with a 75,000 square foot casino, 9 bars and 3 entertainment facilities (the “**Temporary Casino**”) and (z) owns a parking garage (the “**Greektown Parking Garage**”) described in Exhibit L-3 (the Site, the Temporary Casino, the Greektown Parking

Garage and the Easements appurtenant to the Site, the Temporary Casino, and the Greektown Parking Garage shall be collectively referred to as the “**Temporary Casino Complex**”); and

WHEREAS, the Operating Company owns the valet parking garage described in Exhibit L-4 and Contract Builders and Realty Equity, each a wholly-owned Subsidiary of Greektown Holdings, are the owners of the surface parking lots described in Exhibit L-5 and Exhibit L-6, respectively (such surface parking lots shall be collectively referred to as the “**Surplus Parcels**”); and

WHEREAS, the Operating Company owns the sites described in Exhibit L-7 (the “**Casino Parcels**”) and the site described in Exhibit L-8 (the “**City Parcel**”; together with the Casino Parcels, shall be collectively referred to as the “**Development Parcels**”); and

WHEREAS, the Borrowers, through one or more Subsidiaries, including the Operating Company, are constructing the Permanent Casino Complex, including construction of a new parking garage (the “**Parking Garage**”), a new hotel (the “**Hotel**”) adjacent to the Parking Garage, and expansion of the existing casino (the “**Casino Expansion**”), as described in the Development Agreement and as more particularly defined in the Construction Documents (the “**Project**”) on the Site; and

WHEREAS, the Borrowers have requested that the Original DIP Facility be increased with an additional senior secured superpriority debtor-in-possession loan facility in the maximum aggregate principal amount of \$46,000,000 (the “**Additional DIP Facility**”; the Original DIP Facility as increased by the Additional DIP Facility, the “**DIP Facility**”), that the Original Loans be converted to, and recast as and continue as Delayed Draw Term A Loans and Revolving Loans, as applicable, as set forth herein and that the Original DIP Credit Agreement be amended and restated in its entirety to become effective and binding on the Borrowers, the Subsidiary Guarantors, the Lenders and the Administrative Agent pursuant to the terms of this Agreement, and the Lenders (including the Original Lenders, as applicable) have agreed to increase, amend and restate the Original DIP Credit Agreement in its entirety to read as set forth in this Agreement; and

WHEREAS, the parties to the Original DIP Credit Agreement have agreed that (a) the commitments which the Original Lenders have agreed to extend to the Borrowers under the Original DIP Credit Agreement shall be recast and continued, extended or advanced to the Borrowers upon the amended and restated terms and conditions contained in this Agreement, (b) the Delayed Draw Term A-1 Loans and the Delayed Draw Term B-1 Loans, as applicable, and the commitments of the Lenders with respect to the Delayed Draw Term A-1 Loans and the Delayed Draw Term B-1 Loans, as applicable, shall be governed by the terms and conditions contained in this Agreement; and

WHEREAS, it is the intention of the parties to the Original DIP Credit Agreement that the terms of this Agreement shall supersede the terms of the Original DIP Credit Agreement (each of which shall hereafter have no further effect upon the parties thereto, other than as referenced herein and other than for fees and expenses accrued or owing under the terms of the Original DIP Credit Agreement on or prior to the date hereof, indemnification provisions arising thereunder and other terms and provisions thereof which expressly survive the expiration or

earlier termination of the Original DIP Credit Agreement, in each case, to the extent provided for therein); and

WHEREAS, the Borrowers desire to obtain Delayed Draw Term A-1 Loan Commitments from the Delayed Draw Term A-1 Lenders on the Effective Date; and

WHEREAS, the Delayed Draw Term A-1 Lenders are willing, on the terms and subject to the conditions hereinafter set forth (including Article VI), to enter into such Delayed Draw Term A-1 Loan Commitments and make Delayed Draw Term A-1 Loans to the Borrowers; and

WHEREAS, the Borrowers desire to obtain Delayed Draw Term B-1 Loan Commitments from the Delayed Draw Term B-1 Lenders on the Effective Date; and

WHEREAS, the Delayed Draw Term B-1 Lenders are willing, on the terms and subject to the conditions hereinafter set forth (including Article VI), to enter into such Delayed Draw Term B-1 Loan Commitments and make Delayed Draw Term B-1 Loans to the Borrowers; and

WHEREAS, the proceeds of the Delayed Draw Term A Loans and the Delayed Draw Term A-1 Loans will be advanced to the Borrowers which will be used by the Borrowers to make capital contributions to the Operating Company so that it may fund construction costs for the Project in accordance with the Construction Component of the Budget; and

WHEREAS, the proceeds of the Revolving Loans and the Delayed Draw Term B-1 Loans will be advanced to the Borrowers to be used by the Borrowers, inter alia, to make capital contributions to the Operating Company so that it may fund (i) construction costs for the Project in accordance with the Construction Component of the Budget and (ii) operating costs incurred by the Operating Company in accordance with the Operating Component of the Budget.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.1 Defined Terms. The following terms (whether or not italicized) when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

“Accounts” means the Cash Collateral Account and any other accounts established by the Administrative Agent pursuant to this Agreement.

“Additional DIP Milestones” is defined in Section 8.1.38.

“Additional DIP Milestone Dates” means the dates set forth in Section 8.1.38 designated as “Dates” that correspond to the Additional DIP Milestones.

“Additional DIP Facility” is defined in the recitals.

“Additional Loan Lender” means any Lender which has made a Delayed Draw Term A-1 Loan Commitment or a Delayed Draw Term B-1 Loan Commitment or holds a Delayed Draw Term A-1 Loan or a Delayed Draw Term B-1 Loan.

“Additional Loans” means, collectively, the Delayed Draw Term A-1 Loans and the Delayed Draw Term B-1 Loans.

“Administrative Agent” means MLCC, and includes each other Person as shall have subsequently been appointed as the successor Administrative Agent pursuant to Section 10.4.

“Advance” means (a) an advance of Delayed Draw Term A Loans or Delayed Draw Term A-1 Loans, as applicable, for Project Costs in accordance with the Construction Component of the Budget, and (b) with respect to amounts on deposit in the Cash Collateral Account, a release of funds therefrom, in each case, made pursuant to Articles II and V of this Agreement.

“Advance Request” means the Borrowers’ advance request and certificate substantially in the form of Exhibit D.

“Affected Lender” is defined in clause (a) of Section 4.11.

“Affiliate” means, relative to any Person, any other Person which, directly or indirectly, controls, is controlled by or is under common control with such Person (excluding, however, any trustee under, or any committee with responsibility for administering, any Plan). With respect to any Lender, Approved Fund, or Issuer, a Person shall be deemed to be “controlled by” another Person if such other Person possesses, directly or indirectly, power to vote 51% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors, managing general partners or managers, as the case may be. With respect to all other Persons, a Person shall be deemed to be “controlled by” another Person if such other Person possesses, directly or indirectly, power

(a) to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors, managing general partners or managers, as the case may be; or

(b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Affiliate Transaction” is defined in Section 8.2.14.

“Agreement” means, on any date, this Amended and Restated Senior Secured Superpriority Debtor-in-Possession Credit Agreement as in effect on the Effective Date, and as thereafter from time to time amended, supplemented, amended and restated, or otherwise modified.

“Alternate Base Rate” means, on any date and relative to all Base Rate Loans, a fluctuating rate of interest per annum (rounded upward, if necessary, to the next highest 1/16 of 1%) equal to the highest of

- (a) the Base Rate in effect on such day;
- (b) the Federal Funds Rate in effect on such day plus ½ of 1%; and
- (c) 4.50%.

Changes in the rate of interest on that portion of any Loans maintained as Base Rate Loans will take effect simultaneously with each change in the Alternate Base Rate. The Administrative Agent will give notice promptly to the Borrowers and the Lenders of changes in the Alternate Base Rate.

“Amended Final Order” means, collectively, the order or orders of the Bankruptcy Court entered in the Borrowers’ and the Subsidiary Guarantors’ Cases after a final hearing under Bankruptcy Rule 4001 which order or orders shall be in form and substance satisfactory to the Administrative Agent, the Co-Managers and the Borrowers, and (i) shall approve and authorize on a final basis (including the expiration of all appeals and extension periods) the DIP Facility and related transactions, all provisions thereof, and the priorities, Liens and claims granted therein, (ii) shall contain the provisions set forth in the Interim Order, and (iii) shall prohibit the assertion of claims arising under Section 506(c) of the Bankruptcy Code against the Prepetition Agent, the Prepetition Lenders, the Administrative Agent, any Lender or the Issuer.

“Amendment Fee Letter” means the letter agreement, dated as of [____], 2009, between the Borrowers and the Administrative Agent, on behalf of the Lenders, as such letter agreement may thereafter from time to time be amended, supplemented, amended and restated or otherwise modified.

“Anticipated Earnings” means, at any time, relative to the Accounts, the amount of investment income which the Borrowers reasonably determine (with the reasonable concurrence of the Administrative Agent) will be paid on the deposits in each such Account during such time as amounts are deposited therein, taking into account the current and future anticipated rates of return on Cash Equivalent Investments in such Accounts and the anticipated times and amounts of draws from each such Account for the payment of Project Costs.

“Applicable Base Rate Margin” means on any date, (a) 5.25% per annum in the case of Delayed Draw Term A-1 Loans or Delayed Draw Term B-1 Loans or (b) 7.25% per annum in the case of Delayed Draw Term A Loans or Revolving Loans.

“Applicable LIBO Rate Margin” means on any date, (a) 6.25% per annum in the case of Delayed Draw Term A-1 Loans or Delayed Draw Term B-1 Loans or (b) 8.25% per annum in the case of Delayed Draw Term A Loans or Revolving Loans.

“Approved Fund” means, relative to any Lender that is a fund that invests in bank loans, any other fund that invests in bank loans and is advised or managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

“Architect of Record” means (i) Hnedak Bobo Group with respect to the Hotel and Casino Expansion and (ii) Rich & Associates, Inc. Parking Consultants with respect to the Parking Garage.

“Architect’s Advance Certificate” means an Architect of Record’s certificate substantially in the form of Exhibit I.

“Architect’s Agreement” means, collectively, the agreements, including all amendments as of the Effective Date, pursuant to which each Architect of Record has agreed with the Borrowers and/or the Operating Company to provide services in connection with the Project.

“Arranger’s Fee Letter” means the letter agreement, dated as of [____], 2009, between the Borrowers and the Lead Arranger, as such letter agreement may thereafter from time to time be amended, supplemented, amended and restated or otherwise modified.

“Asset Sale” is defined in Section 8.2.12.

“Assignee Lender” is defined in Section 13.11.1.

“Authority” is defined in the recitals.

“Authorized Representative” means, relative to any Person, those of its officers or managers or managing members (in the case of a limited liability company) whose signatures and incumbency have been certified in a certificate of such Person delivered to the Administrative Agent.

“Available Cash” means all of the Borrowers’ and Subsidiary Guarantors’ cash that constitutes the Prepetition Lenders’ cash collateral (as defined in Bankruptcy Code Section 363(a)) in which the Prepetition Lenders have a security interest and any other cash and cash collateral.

“Available Funds” means, from time to time, the sum of (x) the aggregate of the amounts on deposit in the Cash Collateral Account together with all Anticipated Earnings thereon, plus (y) prior to the Delayed Draw Term Loan Commitment Termination Date, the aggregate amount of Delayed Draw Term A Loan Commitments and Delayed Draw Term A-1 Loan Commitments.

“Bankruptcy Code” is defined in the preamble.

“Bankruptcy Court” is defined in the recitals.

“Base Rate” means, at any time, the rate of interest then most recently established by the Administrative Agent in New York, New York as its base rate for U.S. dollars loaned in the United States. The Base Rate is not necessarily intended to be the lowest rate of interest determined by the Administrative Agent in connection with extensions of credit.

“Base Rate Loan” means a Loan bearing interest at a fluctuating rate determined by reference to the Alternate Base Rate.

“Board of Directors” means, relative to any Person, (x) for so long such Person is a corporation, the Management Board or Board of Directors, as the case may be (as such terms are defined in the Organizational Documents of such Person) appointed pursuant to the

Organizational Documents of such Person or (y) on and after such time as such Person is no longer a corporation, the substantially equivalent governing body of such Person.

“Board of Managers” means, relative to any Person, (x) for so long such Person is a limited liability company, the Management Board or Board of Managers, as the case may be (as such terms are defined in the Organizational Documents of such Person) appointed pursuant to the Organizational Documents of such Person or (y) on and after such time as such Person is no longer a limited liability company, the board of directors or substantially equivalent governing body of such Person.

“Borrower” is defined in the preamble.

“Borrowing” means the Loans of the same type and, in the case of LIBO Rate Loans, having the same Interest Period made by all Lenders required to make such Loans on the same Business Day and pursuant to the same Borrowing Request or Advance Request in accordance with Section 2.3.

“Borrowing Request” means a Loan request and certificate duly executed by an Authorized Representative of each Borrower substantially in the form of Exhibit E hereto.

“Budget” means a budget comprised of the Construction Component and the Operating Component, substantially in the form of Exhibit B, prepared on a rolling thirteen (13) week basis, which sets forth all of the Borrowers’ and Subsidiary Guarantors’ construction expenditures and cash flow, with such initial Budget covering the period from the Petition Date to and including the date that ends on the last day of the thirteenth (13th) week thereafter, and deliverable to the Administrative Agent at the end of each Budget Period with monthly updates pursuant to Section 8.1.3.

“Budget Net Cash Flow” is defined in Section 8.1.3(e).

“Budget Period” means the thirteen (13) week period covered by the Budget that has been delivered by the Borrowers pursuant to Section 8.1.3.

“Building Department” means the City’s Building Department.

“Business Day” means

(a) any day which is neither a Saturday or Sunday nor a legal holiday on which banks are authorized or required to be closed in New York, New York; and

(b) relative to the making, continuing, prepaying or repaying of any LIBO Rate Loans, any day described in clause (a) on which dealings in Dollars are carried on in the London interbank eurodollar market.

“Business Plan” means a twelve-month business plan of the Borrowers and Operating Company, which shall include projections (with monthly financial statements and monthly budgeted cash flows and disbursements) for a twelve-month period beginning January 1, 2009 and ending December 31, 2009.

“Capital Expenditures” means, for any period, expenditures for fixed or capital assets made during such period which, in accordance with GAAP, are required to be (x) classified as capital expenditures and (y) shown as such on the applicable balance sheet, excluding, however, any such asset acquired in connection with a replacement and maintenance program that is properly expensed in accordance with GAAP.

“Capital Stock” means, relative to any Person, any and all shares, interests (including Membership Interests), participations or other equivalents (however designated, whether voting or non-voting) of such Person’s capital, whether now outstanding or issued after the Effective Date.

“Capitalized Lease Liability” means, relative to any Person, any monetary obligation of such Person under any leasing or similar arrangement which, in accordance with GAAP, is required be classified as a capitalized lease, and, for purposes of this Agreement and each other Loan Document, the amount of such obligation shall be the capitalized amount thereof, determined in accordance with GAAP, and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a premium or a penalty.

“Capstone” means Capstone Advisory Group, LLC.

“Carve-Out” means the (i) unpaid fees of the Clerk of the Bankruptcy Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) and (ii) the reasonable fees and expenses of professional Persons retained by the Debtors and any official committee appointed in the Cases prior to delivery of a Carve-Out Trigger Notice, in each case, as reflected in the Budget.

“Carve-Out Trigger Notice” means a notice delivered by the Administrative Agent to the Borrowers’ counsel and the lead counsel retained by any official committee appointed in the Cases following the occurrence of an Event of Default, expressly stating that the Post-Default Carve-Out has been invoked and referencing the relevant default provision under Article IX hereof.

“Case” and **“Cases”** are defined in the recitals.

“Cash Collateral Account” means, on any date, the Account described in Section 3.1.3 and established by the Borrowers with the Depository for the benefit of the Secured Parties pursuant to the Cash Collateral Account Agreement.

“Cash Collateral Account Agreement” means, on any date, the Cash Collateral and Control Agreement, substantially in the form of Exhibit M hereto or in such other form agreed upon by the Borrowers, the Depository and the Administrative Agent, as originally in effect on the Effective Date, between the Borrowers, the Depository and the Administrative Agent, for the benefit of the Secured Parties, and as thereafter from time to time amended, supplemented, amended and restated or otherwise modified.

“Cash Equivalent Investment” means, at any time, (u) United States Dollars, (v) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided, however, that the full faith and credit of the United States is

pledged in support thereof) having maturities of not more than one (1) month from the date of acquisition, (w) certificates of deposit and eurodollar time deposits with maturities of one (1) month or less from the date of acquisition, bankers' acceptances with maturities not exceeding one (1) month and overnight bank deposits, in each case with any domestic commercial bank having capital and surplus in excess of \$500 million and a Thompson Bank Watch Rating of "B" or better, (x) repurchase obligations with a term of not more than thirty (30) days for underlying securities of the types described in item (v) and (w) entered into with any financial institution meeting the qualifications specified in item (w), (y) commercial paper having the highest rating obtainable from Moody's or S&P and in each case maturing within one (1) month after the date of acquisition and (z) money market funds substantially all of the assets of which constitute Cash Equivalent Investments of the kinds described in items (u)-(y) of this definition.

"Casino Expansion" is defined in the recitals.

"Casino Parcels" is defined in the recitals.

"CERCLA" is defined in clause (a) of the definition of "Environmental Law".

"CERCLIS" means the Comprehensive Environmental Response Compensation Liability Information System List.

"Certificate of Occupancy" means a permanent or temporary certificate of occupancy, in either case, for the Improvements specified in such certificate of occupancy issued by the Building Department pursuant to applicable Legal Requirements which permanent or temporary certificate of occupancy shall permit the Improvements to be used for its intended purposes.

"Certificate of Suitability" means a certificate of suitability from time to time issued by the MGCB pursuant to which the Operating Company shall be entitled to conduct the gaming activities contemplated by the Development Agreement.

"Change of Control" means:

(a) any sale or transfer of a substantial portion of the Temporary Casino Complex, the Development Parcels or the Permanent Casino Complex;

(b) any "Transfer" (as defined in the Development Agreement) which is not expressly permitted by the Development Agreement (whether or not such Transfer is permitted by this Agreement); or

(c) any transfer or change in control not permitted by Michigan Gaming Law, the MGCB or the MGCB Approval.

"Change Order" means, at any time, an amendment to the Jenkins Skanska Contract, the Milestone Schedule, the Construction Schedule or the Contract Time in accordance with Sections 8.2.27 and 8.2.28 of this Agreement.

"City" means the City of Detroit, Michigan.

“City Parcel” is defined in the recitals.

“Co-Manager” and “Co-Managers” are defined in the preamble.

“Code” means the Internal Revenue Code of 1986, and the regulations thereunder, in each case as amended, reformed or otherwise modified from time to time.

“Commitment” means, as the context may require, a Revolving Loan Commitment or a Delayed Draw Term Loan Commitment.

“Commitment Amount” means, as the context may require, the Revolving Loan Commitment Amount, the Delayed Draw Term A Loan Commitment Amount, the Delayed Draw Term A-1 Loan Commitment Amount or the Delayed Draw Term B-1 Loan Commitment Amount.

“Commitment Fee” is defined in Section 3.3.1.

“Commitment Termination Date” means the earlier of (x) the DIP Facility Termination Date or (y) the date on which any Commitment Termination Event occurs.

“Commitment Termination Event” means the occurrence and continuation of any Event of Default and either (x) the declaration of all or any portion of the Loans to be immediately due and payable pursuant to Section 9.2 or (y) the giving of notice by the Administrative Agent, acting at the direction of the Required Lenders, to the Borrowers that the Commitments have been terminated.

“Committee” means the official statutory committee of unsecured creditors appointed in the Cases pursuant to Section 1102 of the Bankruptcy Code.

“Compliance Certificate” means a certificate duly completed and executed by an Authorized Representative of Greektown Holdings substantially in the form of Exhibit K hereto, as amended, supplemented, amended and restated or otherwise modified from time to time, together with such changes thereto as the Administrative Agent and the Co-Managers may from time to time reasonably request for the purpose of monitoring compliance by Greektown Holdings and its Subsidiaries with the covenants contained herein.

“Consolidated EBITDAR” means, for any applicable period, the sum (without duplication) of

(a) Net Income of Greektown Holdings and its Subsidiaries for such period,

plus

(b) the amount deducted by Greektown Holdings and its Subsidiaries in determining Net Income for such period, representing

(i) Interest Expense;

plus

(ii) the amount deducted, in determining Net Income, of all federal, state and local income taxes (including, without duplication, any state single business, unitary or similar taxes) (whether paid in cash or accrued or deferred);

plus

(iii) depreciation expense;

plus

(iv) amortization expense;

plus

(v) restructuring expenses as set forth in the Budget in the amounts actually incurred;

plus

(vi) other non-cash items reducing the net income of Greektown Holdings and its Subsidiaries less other non-cash items increasing such net income.

“Construction Component” means the portion of the Budget that sets forth all expenditures by the Operating Company for the Project to achieve Final Completion.

“Construction Consultant” means such Person designated from time to time by the Administrative Agent to serve as the Construction Consultant under this Agreement; provided, however, that such Person has complied with the licensing requirements of the MGCB prior to commencement of services in connection with the Project, shall continue to comply with such licensing requirements, and has otherwise complied in all material respects with Michigan Gaming Laws, if applicable

“Construction Consultant’s Advance Certificate” means the Construction Consultant’s certificate substantially in the form of Exhibit J.

“Construction Consultant’s Report” means a report of the Construction Consultant delivered to the Administrative Agent pursuant to Section 6.4.8 which shall include an analysis of the Plans and Specifications, the Construction Component of the Budget, the Construction Schedule, the Milestone Schedule, the Contracts (to the extent available) and all other reports submitted to the Administrative Agent and stating, among other things, that (x) the Construction Consultant has reviewed the Construction Documents, the Plans and Specifications, and other material information deemed necessary by the Construction Consultant for the purpose of evaluating whether the Project can be constructed and completed in the manner contemplated by the Construction Documents and (y) based on its review of such information, the Construction Consultant is of the opinion that the Project can be constructed in the manner contemplated by

the Construction Documents and, in particular, that the Project can be constructed and completed in accordance with the Construction Documents and the Plans and Specifications within the parameters set by the Construction Schedule, the Milestone Schedule and the Construction Component of the Budget.

“Construction Document” means, collectively, the Jenkins Skanska Contract, the Architect’s Agreement, the Contracts or any other document or agreement entered into on, prior to or after the Effective Date, relating to the development, construction, maintenance or operation of the Project including all amendments as of the Effective Date, as the same may be amended from time to time in accordance with the terms and conditions of this Agreement.

“Construction Schedule” means the schedule submitted by the Borrowers and approved by the Administrative Agent and the Co-Managers, in consultation with the Construction Consultant, which sets forth the schedule for construction and completion of the Project and the other work that the Borrowers and/or any of their Subsidiaries are required to perform pursuant to the Construction Documents and the Project Documents which (x) includes a statement from Jenkins Skanska that the Construction Schedule is realistic and can be adhered to (subject to extension in accordance with the Jenkins Skanska Contract) in completing the Project in accordance with the Plans and Specifications, (y) shows on a monthly basis the anticipated progress of the Work and other activities pertaining to the construction of the Project and (z) has otherwise been approved by the Construction Consultant as set forth in a certificate of the Construction Consultant stating that it is appropriate for the Administrative Agent to rely on the schedules and Milestone Dates set forth in the Construction Schedule.

“Consultant” is defined in Section 6.1.20.

“Contingent Liability” means, relative to any Person, any agreement, undertaking or arrangement by which such Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the Indebtedness of any other Person (other than by endorsements of instruments in the course of collection or standard contractual indemnities entered into in the ordinary course of business), or guarantees the payment of dividends or other distributions upon the shares of any other Person. The amount of any Person’s obligation under any Contingent Liability shall be deemed to be the lower of (x) an amount equal to the stated or determinable amount of the primary obligation underlying such Contingent Liability and (y) the maximum amount for which such Person may be liable pursuant to the terms of the Instrument evidencing such Contingent Liability; provided, however, if such primary obligation and the maximum amount thereof for which such Person may be liable are not stated or determinable, then the amount of any Person’s obligation under such Contingent Liability shall be such Person’s maximum anticipated liability (assuming such Person is required to perform) in respect thereof as reasonably determined by the Administrative Agent and the Co-Managers.

“Continuation/Conversion Notice” means a notice of continuation or conversion and certificate duly executed by an Authorized Representative of Greektown Holdings substantially in the form of Exhibit G hereto.

“Contract” means any contract entered into from time to time by (a) the Operating Company (or by Contract Builders or Realty Equity with respect to the Surplus Parcels or by TGCP with respect to the Trappers Alley Parcel) with any Person for performance of services or sale of goods or services in connection with the operation or maintenance of the Temporary Casino Complex, the Surplus Parcels, the Trappers Alley Parcel, the Development Parcels or, if applicable, the Permanent Casino Complex, and (b) the Borrowers or any of their Subsidiaries with any Contractor for performance of services or sale of goods or services in connection with the design, engineering, installation, construction, operation or maintenance of the Project, including all warranties and guarantees of all such contracts, as the same may from time to time be amended, supplemented, amended and restated or otherwise modified in accordance with the Loan Documents.

“Contract Builders” is defined in the preamble.

“Contract Builders Mortgage” means, on any date, the Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing in the principal amount of \$290,000,000, made by Contract Builders, as the mortgagor, to the Prepetition Agent for the benefit of the Prepetition Secured Parties, as the mortgagee, and recorded with the Wayne County (Michigan) Register of Deeds, covering the Real Property described on Exhibit L-5, and as thereafter from time to time further amended, supplemented, amended and restated or otherwise modified.

“Contract Time” is defined in the Jenkins Skanska Contract.

“Contractor” means any consultant, contractor, subcontractor, supplier, laborer or any other Person engaged by Greentown Holdings or any of its Subsidiaries under a Contract.

“Contractor Order” means that certain order of the Bankruptcy Court substantially in the form of Exhibit A-1 and otherwise in form and substance satisfactory to the Administrative Agent, approving certain prepetition payments to Jenkins Skanska and other Contractors and Subcontractors.

“Controlled Group” means all members of a controlled group of corporations and all members of a controlled group of trades or businesses (whether or not incorporated) under common control which, together with the Borrowers, are treated as a single employer under Section 414(b) or 414(c) of the Code or Section 4001 of ERISA.

“Credit Extension” means, as the context may require,

- (a) the making of a Loan by a Lender; or
- (b) the issuance of any Letter of Credit, or the extension of any Stated Expiry Date of any existing Letter of Credit, by the Issuer.

“Debtor” and **“Debtors”** are defined in the recitals.

“Default” means any Event of Default or any condition, occurrence or event which, after notice or lapse of time or both, would constitute an Event of Default.

“Defaulting Lender” means any Lender with respect to which a Lender Default is in effect.

“Delayed Draw Term A Lender” means any Lender which has made a Delayed Draw Term A Loan Commitment or holds a Delayed Draw Term A Loan.

“Delayed Draw Term A Loan” is defined in clause (a) of Section 2.1.1.

“Delayed Draw Term A Loan Commitment” means, on any date, relative to any Delayed Draw Term A Lender, (i) the result obtained by multiplying the Delayed Draw Term A Loan Commitment Amount by such Delayed Draw Term A Lender’s Percentage as reduced by (ii) the principal amount of any Delayed Draw Term A Loans made by such Delayed Draw Term A Lender as of such date. The amount and Percentage of the Delayed Draw Term A Loan Commitment of each Delayed Draw Term A Lender is set forth on such Lender’s signature page hereto or in a Lender Assignment Agreement.

“Delayed Draw Term A Loan Commitment Amount” means the aggregate principal amount of Delayed Draw Term A Loans which the Delayed Draw Term A Lenders are obligated to make pursuant to clause (a) of Section 2.1. The Delayed Draw Term A Loan Commitment Amount is \$135,000,000. As of the Effective Date, \$[] of the Delayed Draw Term A Loans are outstanding.

“Delayed Draw Term A-1 Lender” means any Lender which has made a Delayed Draw Term A-1 Loan Commitment or holds a Delayed Draw Term A-1 Loan.

“Delayed Draw Term A-1 Loan” is defined in clause (b) of Section 2.1.1.

“Delayed Draw Term A-1 Loan Commitment” means, on any date, relative to any Delayed Draw Term A-1 Lender, (i) the result obtained by multiplying the Delayed Draw Term A-1 Loan Commitment Amount by such Delayed Draw Term A-1 Lender’s Percentage as reduced by (ii) the principal amount of any Delayed Draw Term A-1 Loans made by such Delayed Draw Term A-1 Lender as of such date. The amount and Percentage of the Delayed Draw Term A-1 Loan Commitment of each Delayed Draw Term A-1 Lender is set forth on such Lender’s signature page hereto or in a Lender Assignment Agreement.

“Delayed Draw Term A-1 Loan Commitment Amount” means the aggregate principal amount of Delayed Draw Term A-1 Loans which the Delayed Draw Term A-1 Lenders are obligated to make pursuant to clause (a) of Section 2.1. The Delayed Draw Term A-1 Loan Commitment Amount is \$26,000,000.

“Delayed Draw Term B-1 Lender” means any Lender which has made a Delayed Draw Term B-1 Loan Commitment or holds a Delayed Draw Term B-1 Loan.

“Delayed Draw Term B-1 Loan” is defined in clause (c) of Section 2.1.1.

“Delayed Draw Term B-1 Loan Commitment” means, on any date, relative to any Delayed Draw Term B-1 Lender, (i) the result obtained by multiplying the Delayed Draw Term B-1 Loan Commitment Amount by such Delayed Draw Term B-1 Lender’s Percentage as

reduced by (ii) the principal amount of any Delayed Draw Term B-1 Loans made by such Delayed Draw Term B-1 Lender as of such date. The amount and Percentage of the Delayed Draw Term B-1 Loan Commitment of each Delayed Draw Term B-1 Lender is set forth on such Lender's signature page hereto or in a Lender Assignment Agreement.

"Delayed Draw Term B-1 Loan Commitment Amount" means the aggregate principal amount of Delayed Draw Term B-1 Loans which the Delayed Draw Term B-1 Lenders are obligated to make pursuant to clause (a) of Section 2.1. The Delayed Draw Term B-1 Loan Commitment Amount is \$20,000,000.

"Delayed Draw Term B-1 Loan Commitment Termination Date" means the earliest of:

- (a) June 1, 2009, subject to extension pursuant to clause (d) of Section 8.1.6;
- (b) the date on which the Delayed Draw Term B-1 Loan Commitments are reduced to zero;
- (c) the date on which any Commitment Termination Event occurs; and
- (d) the DIP Facility Termination Date.

"Delayed Draw Term B-1 Required Lenders" means, at any time, Non-Defaulting Delayed Draw Term B-1 Lenders holding at least 51% of the sum of the aggregate outstanding principal amount of the Delayed Draw Term B-1 Loans then held by such Non-Defaulting Delayed Draw Term B-1 Lenders.

"Delayed Draw Term Lender" means, as the context may require, any Lender which has made a Delayed Draw Term Loan Commitment or holds a Delayed Draw Term Loan.

"Delayed Draw Term Loan" means, as the context may require, a Delayed Draw Term A Loan, a Delayed Draw Term A-1 Loan or a Delayed Draw Term B-1 Loan of any type.

"Delayed Draw Term Loan Commitment" means, as the context may require, a Delayed Draw Term A Loan Commitment, a Delayed Draw Term A-1 Loan Commitment or a Delayed Draw Term B-1 Loan Commitment.

"Delayed Draw Term Loan Commitment Amount" means, collectively, the Delayed Draw Term A Loan Commitment Amount, the Delayed Draw Term A-1 Loan Commitment Amount and the Delayed Draw Term B-1 Loan Commitment Amount.

"Delayed Draw Term Loan Commitment Termination Date" means the earliest of:

- (a) the date on which the Permanent Casino Complex is Substantially Complete;
- (b) the date on which the Delayed Draw Term A Loan Commitments and the Delayed Draw Term A-1 Loan Commitments are reduced to zero;

- (c) the date on which any Commitment Termination Event occurs; and
- (d) the DIP Facility Termination Date.

“Depository” means such Person designated from time to time by the Administrative Agent to serve as the Depository Bank under the Cash Collateral Account Agreement.

“Development Agreement” means the Revised Development Agreement among the City, the EDC and the Operating Company, dated as of August 2, 2002, as thereafter from time to time amended, supplemented, amended and restated or otherwise modified in accordance with the terms hereof.

“Development Parcels” is defined in the recitals.

“DIP Collateral” is defined in clause (a) of Section 11.1.

“DIP Facility” is defined in the recitals.

“DIP Facility Termination Date” means the earliest of:

- (a) June 1, 2009, subject to extension pursuant to clause (d) of Section 8.1.6;
- (b) the effective date of a plan of reorganization for the Borrowers;
- (c) the date on which any sale or transfer of a substantial portion of the Temporary Casino Complex, the Development Parcels or the Permanent Casino Complex occurs;
- (d) the date that is thirty (30) days after the date the Interim Order is entered by the Bankruptcy Court, if the Amended Final Order is not entered within such thirty (30) day period; and
- (e) the Commitment Termination Date.

“Direct Costs” means all Project Costs expended or incurred by the Borrowers or any of their Subsidiaries for labor, construction work, services, materials, tools, temporary facilities testing, utilities, equipment, fixtures and furnishings in connection with the construction of the Project all as set forth on the Construction Component of the Budget.

“Disclosure Schedule” means the Disclosure Schedule attached hereto as Schedule I, as it may be amended, supplemented, amended and restated or otherwise modified from time to time by the Borrowers with the written consent of the Administrative Agent.

“Dollar” and the symbol “\$” mean lawful money of the United States.

“Downgraded Lender” is defined in clause (b) of Section 4.11.

“Easement” means any easement appurtenant, easement in gross, license agreement or other right running for the benefit of the Operating Company or appurtenant to the Temporary

Casino Complex, the Improvements thereon and, if applicable, the Permanent Casino Complex, the Surplus Parcels, the Trappers Alley Parcel, including those easements and licenses described in the Development Agreement and each Title Policy.

“EDC” means the Economic Development Corporation of the City of Detroit.

“Effective Date” means the date this Agreement becomes effective pursuant to Section 13.8.

“Eligible Assignee” means (A) any of the following entities: (i) a commercial bank organized under the laws of the United States or any state thereof; (ii) a savings and loan association or savings bank organized under the laws of the United States or any state thereof; (iii) a commercial bank organized under the laws of any other country or a political subdivision thereof (provided that (x) such bank is acting through a branch or agency located in the United States or (y) such bank is organized under the laws of a country that is a member of the Organization for Economic Cooperation and Development or a political subdivision of such country); and (iv) any other entity which is an “accredited investor” (as defined in Regulation D under the Securities Act) which extends credit or buys loans as one of its businesses including insurance companies, mutual funds and lease financing companies or (B) a Lender, an Affiliate of a Lender or an Approved Fund; or (C) any other Person (other than a natural Person) approved by the Administrative Agent and, if required, the Issuer, in each case after consultation with the Borrowers (but only if no Default exists hereunder); provided, however, that Greentown Holdings, its Subsidiaries, Monroe, Kewadin, the Authority, the Tribe or any of their Affiliates shall not be an Eligible Assignee.

“Environmental Claim” means any and all obligations, liabilities, losses, administrative, regulatory or judicial actions, suits, demands, decrees, claims, Liens, judgments, warning notices, notices of noncompliance or violation, investigations, proceedings, removal or remedial actions or orders, or damages (foreseeable and unforeseeable, including consequential and punitive damages), penalties, fees, out-of-pocket costs, expenses, disbursements, reasonable attorneys’ and consultants’ fees, resulting from any obligation under, or violation of, any Environmental Law or any Permit issued under any such Environmental Law including (x) any and all claims by Governmental Instrumentalities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (y) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Substances or arising from alleged injury or threat of injury to health, safety or the environment.

“Environmental Law” means any of:

- (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.) (“CERCLA”);
- (b) the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.) (“Clean Water Act” or “CWA”);
- (c) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) (“RCRA”);

- (d) the Atomic Energy Act of 1954 (42 U.S.C. Section 2011, et seq.);
- (e) the Clean Air Act (42 U.S.C. Section 7401, et seq.);
- (f) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001, et seq.);
- (g) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 136, et seq.) (“**FIFRA**”);
- (h) the Oil Pollution Act of 1990 (P.L. 101-380, 104 Stat. 486);
- (i) the Safe Drinking Water Act (42 U.S.C. Sections 300f, et seq.) (“**SDWA**”);
- (j) the Surface Mining Control and Reclamation Act of 1974 (30 U.S.C. Sections 1201, et seq.);
- (k) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.) (“**TSCA**”);
- (l) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) (“**HMTA**”);
- (m) the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. Section 7901, et seq.) (“**UMTRCA**”);
- (n) the Occupational Safety and Health Act (29 U.S.C. Section 651, et seq.) (“**OSHA**”);
- (o) the Michigan Natural Resources and Environmental Protection Act (MCL 324.3101-21551); and
- (p) all other federal, state and local Legal Requirements which govern Hazardous Substances, and the regulations adopted pursuant to all such foregoing laws;

in each case, as amended by an amendment thereto or succeeded by a successor law, statute or regulation thereto.

“**Environmental Matter**” means any:

- (a) release, emission, entry or introduction into the air including the air within buildings and other natural or man-made structures above ground in quantities or concentrations exceeding standards set by Environmental Laws;
- (b) discharge, release or entry into water including into any river, watercourse, lake or pond (whether natural or artificial or above ground or which joins or flows into any such water outlet above ground) or reservoir, or the surface of the riverbed

or of other land supporting such waters, ground waters, sewer or the sea in quantities or concentrations exceeding standards set by Environmental Laws;

(c) deposit, disposal, keeping, treatment, importation, exportation, production, transportation, handling, processing, carrying, manufacture, collection, sorting or presence of any Hazardous Substance in quantities or concentrations exceeding standards set by Environmental Laws (including, in the case of waste, any substance which constitutes a scrap material or an effluent or other unwanted surplus substance arising from the application of any process or activity (including making it reusable or reclaiming substances from it) and any substance or article which is required to be disposed of as being broken, worn out, contaminated or otherwise spoiled);

(d) nuisance, noise, health and safety at work, industrial illness, industrial injury due to environmental factors, environmental health problems (including asbestosis or any other illness or injury caused by exposure to asbestos) or genetically modified organisms; or

(e) conservation, preservation or protection of the natural or man-made environment or any living organisms supported by the natural or man-made environment.

“Equity Interest” means, relative to any Person, Capital Stock and all warrants, options or other rights to acquire Capital Stock (excluding, however, any debt security that is convertible into, or exchangeable for, Capital Stock) of such Person.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute thereto of similar import, together with the regulations thereunder, in each case as in effect from time to time. References to sections of ERISA also refer to any successor sections thereto.

“Event of Default” is defined in Section 9.1.

“Event of Loss” means, relative to any property or asset (tangible or intangible, real or personal), (x) any loss, destruction or damage of such property or asset, (y) any actual condemnation, seizure or taking by exercise of the power of eminent domain or otherwise of all or a part of such property or asset, or confiscation of all or a part of such property or asset or the requisition of the use of all or a part of such property or asset or (z) any settlement in lieu of item (y).

“Excess Available Cash” means, at any time, Available Cash in excess of \$25,000,000.

“Existing Indebtedness” means Indebtedness of Greektown Holdings and its Subsidiaries in existence on the Original Closing Date.

“Existing Operating Leases” means those Operating Leases disclosed in Item 8.2.8 of the Disclosure Schedule.

“Exit Milestones” is defined in Section 8.1.6.