

CASINO MARKER PAYMENT PLAN 30 PAYMENTS

This Forbearance Agreement ("Agreement") is entered into as of February 8, 2017 between [REDACTED] whose address is [REDACTED], Dumont, NJ, 07628-3036 ("Debtor"), and Marina District Development Company, LLC d/b/a Borgata Hotel Casino & Spa ("Borgata"), collectively referred to as the "Parties."

Whereas, Debtor is indebted to Borgata as a result of issuing certain counterchecks or "markers" to Borgata that were returned for insufficient funds and Debtor has failed to provide sufficient funds to satisfy those counterchecks;

Whereas, Debtor has agreed to make payments to Borgata to resolve this matter, as more specifically set forth in this Agreement;

NOW, THEREFORE, in consideration of the payments and other promises set forth below, the Parties hereby agree as follows:

1. Debtor acknowledges that he issued the counterchecks or "markers" listed below to the Borgata:

MARKER NO.	AMOUNT	STATUS	RETURN DATE	ISSUANCE DATE
[REDACTED]	\$10,000.00	NSF	August 14, 2016	September 29, 2016
[REDACTED]	\$10,000.00	NSF	September 9, 2016	October 25, 2016
[REDACTED]	\$10,000.00	NSF	September 10, 2016	October 26, 2016

These counterchecks or "markers" shall be hereinafter referred to as the "Counterchecks".

- a. Debtor acknowledges that Borgata relied upon Debtor's representation that funds were available or would be available on the date the Counterchecks are drawn on Debtor's bank, to pay the Counterchecks issued by Debtor to Borgata;
 - b. Debtor further acknowledges that sufficient funds were not available when the Counterchecks were written or on the date the Counterchecks were drawn on Debtor's bank, to pay such Counterchecks.
2. Since learning that the Counterchecks were not paid, Debtor has paid nothing towards the satisfaction of the Counterchecks.
 3. Debtor acknowledges that Debtor still owes Borgata principal of Thirty Thousand Dollars (\$30,000.00) for the unpaid balance of the dishonored Counterchecks which amounts are past due, plus interest accruing at the rate of twelve percent (12%) per annum based upon the outstanding counterchecks or "markers" issued by Debtor to Borgata in accordance with N.J.S.A. 5:12-1 et seq. Total interest owed as of February 8, 2017 equals One Thousand Thirty-five Dollars and Sixty-two Cents (\$1,035.62).
 4. In consideration of Debtor's agreement to adhere to the following payment plan and other good and valuable consideration provided for in this Agreement or otherwise, Borgata agrees to accept Thirty Thousand Dollars (\$30,000.00), without the accrual of any additional interest, as payment in full of the entire remaining indebtedness in accordance with the following payment schedule and additional terms and conditions:



- a. On or before March 1, 2017 and on or before the 1st day of each of the following twenty-nine (29) months, Debtor will make installment payments to Borgata in the amount of One Thousand Dollars (\$1,000.00) each;