

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>TRUMP ENTERTAINMENT RESORTS, INC., et al.,<sup>1</sup></b>	:	<b>Case No. 14-12103 (KG)</b>
	:	
<b>Debtors.</b>	:	<b>Jointly Administered</b>
	:	<b>Ref. Docket Nos. 638, 704 and <u>722</u></b>
	X	

**ORDER, PURSUANT TO SECTIONS 105(a), 365(a) AND 554(a)  
OF THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS  
TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES, NUNC PRO TUNC TO THE REJECTION EFFECTIVE DATE**

Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the Debtors for the entry of an order, pursuant to sections 105(a), 365(a) and 554(a) of the Bankruptcy Code, (i) authorizing the Debtors to (a) reject those certain executory contracts and unexpired leases (each, a “**Rejected Contract/Lease**,” and collectively, the “**Rejected Contracts/Leases**”) set forth on Exhibit 1 attached hereto, effective as of December 16, 2014, (b) reject that certain unexpired lease of nonresidential real property (the “**Rejected Real Property Lease**,” and together with the Rejected Contracts/Leases, collectively, the “**Rejected Agreements**”) set forth on Exhibit 2 attached hereto, effective as of December 31, 2014, and (c) abandon, effective as of December 31, 2014, any Personal Property that remains, as of December 31, 2014, on the Premises, and (ii) granting the Debtors certain related relief necessary and appropriate to implement and effectuate

<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: Trump Entertainment Resorts, Inc. (8402), Trump Entertainment Resorts Holdings, L.P. (8407), Trump Plaza Associates, LLC (1643), Trump Marina Associates, LLC (8426), Trump Taj Mahal Associates, LLC (6368), Trump Entertainment Resorts Development Company, LLC (2230), TER Development Co., LLC (0425) and TERH LP Inc. (1184). The mailing address for each of the Debtors is 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401.

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

the rejection of the Helicopter Lease (as defined on Exhibit 1 attached hereto); and upon consideration of all pleadings related thereto, including the limited objection and reservation of rights with respect to the Motion [Docket No. 704] (the “**Limited Objection and Reservation of Rights**”) filed by DJT Aerospace LLC (“**DJT Aerospace**”); and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and their creditors and is an appropriate exercise of the Debtors’ business judgment; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED, and the Limited Objection and Reservation of Rights is resolved, as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts/Leases are hereby rejected by the Debtors, with such rejection being effective as of December 31, 2014 for the Helicopter Lease and as of December 16, 2014 for the other Rejected Contract/Lease.
3. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Real Property Lease is hereby rejected by the Debtors, with such rejection being effective as of December 31, 2014.

4. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of December 31, 2014, on the Premises is hereby abandoned by the Debtors, with such abandonment being effective as of December 31, 2014.

5. Effective as of December 31, 2014, the Debtors shall have no responsibility for the costs of storing the Helicopter Equipment and any other costs attendant to the Helicopter Lease and the Helicopter Equipment.

6. The Debtors are hereby authorized to cease insuring, maintaining or otherwise having any legal responsibility for the Helicopter Equipment as of December 31, 2014.

7. Effective immediately upon entry of this Order, the automatic stay under section 362 of the Bankruptcy Code is hereby lifted for the sole and limited purpose of allowing DJT Aerospace to setoff the security deposit in the amount of \$65,000.00 currently held by DJT Aerospace in connection with the Helicopter Lease (the “**Security Deposit**”) against any allowed claims of DJT Aerospace against the Debtors’ estates under the Helicopter Lease, with the Security Deposit to be applied first to any such allowed pre-petition claims (including any allowed claims for damages arising from the Debtors’ rejection of the Helicopter Lease) and then, to the extent available, any such allowed administrative claims; provided, however, that the automatic stay shall remain in full force and effect as to DJT Aerospace for all other purposes, including, without limitation, DJT Aerospace’s enforcement and collection against the Debtors and their estates of any allowed claims of DJT Aerospace against the Debtors’ estates. Any and all rights, claims, and defenses of the Debtors and their estates and DJT Aerospace with respect to any and all claims of DJT Aerospace against the Debtors’ estates shall be reserved, and

nothing included in or omitted from this Order shall impair, prejudice, waive or otherwise affect any such rights, claims, and defenses or be deemed an allowance of any claims.

8. In accordance with that certain *Order, Pursuant to Sections 501 and 502 of the Bankruptcy Code, Bankruptcy Rules 2002 and 3003(c)(3), and Local Rule 2002-1, (I) Establishing Bar Dates for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof* [Docket No. 336], the counterparties to the Rejected Agreements (collectively, the “Counterparties”) shall have until the date that is thirty (30) days following the entry of this Order to file any and all claims for damages arising from the Debtors’ rejection of the Rejected Agreements.

9. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors or their estates to assert that any claims for damages arising from the Debtors’ rejection of the Rejected Agreements are limited to any remedies available under any applicable termination provisions of such Rejected Agreements, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

10. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

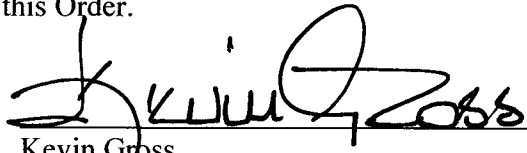
11. The rights of the Debtors and their estates to assert that the Rejected Agreements rejected hereby expired by their own terms or were terminated prior to the date hereof are fully preserved, and the Debtors and their estates do not waive any claims that they may have against the Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Agreements.

12. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

13. The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

14. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: January 8, 2015  
Wilmington, Delaware

  
Kevin Gross  
United States Bankruptcy Judge

**EXHIBIT 1**

**Rejected Contracts/Leases**

COUNTERPARTY	COUNTERPARTY'S ADDRESS	REJECTED CONTRACT/LEASE	REJECTION EFFECTIVE DATE
DJT Aerospace LLC	c/o The Trump Organization 725 Fifth Avenue, 25 <sup>th</sup> Floor New York, NY 10022 Attn.: Michael Boccio, Managing Director of Business Development & Special Counsel	Equipment Lease Agreement, dated as of December 1, 2010 (as amended, modified or supplemented from time to time, the "Helicopter Lease")	December 31, 2014
Sikorsky Aircraft Corporation	6900 Main Street Stratford, CT 06615 Attn.: Raymond Lemoine	Web Helotrac License Agreement, as amended, modified or supplemented from time to time	December 16, 2014

**EXHIBIT 2**

**Rejected Real Property Lease**



COUNTERPARTY	COUNTERPARTY'S ADDRESS	REJECTED REAL PROPERTY LEASE	REJECTION EFFECTIVE DATE
Jet Aviation Teterboro, L.P.	112 Charles A. Lindbergh Dr. Teterboro, NJ 07608 Attn.: John Langevin, V.P. -- FBO Operations	Facility Tenant Agreement, dated as of April 1, 2012, as amended, modified or supplemented from time to time	December 31, 2014