IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: TRUMP ENTERTAINMENT RESORTS, INC., *ET AL.*[1], Debtors.	Case No. 14-12103 (KG) Chapter 11 (Jointly Administered) **Re: Docket Nos. 175, 713 & 716**

SECOND SUPPLEMENTAL OBJECTION AND RESERVATION OF RIGHTS OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DEBTORS' MOTION FOR ORDER (A) APPROVING THE DISCLOSURE STATEMENT; (B) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN; (C) ESTABLISHING DEADLINE AND PROCEDURES FOR FILING OBJECTIONS; AND (D) GRANTING RELATED RELIEF

The Official Committee of Unsecured Creditors (the "Committee") of Trump Entertainment Resorts, Inc. ("TER") and its affiliated chapter 11 debtors and debtors-in-possession (collectively, the "Debtors"), by and through its counsel, hereby submits this second supplemental objection and reservation of rights ("Second Supplemental Objection") with respect to the Debtors' motion seeking, *inter alia*, the entry of an order: (a) approving the *Disclosure Statement for Debtors' Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 713] (the "Third Amended Disclosure Statement", and including all prior and subsequent amended versions, the "Disclosure Statement"); (b)

[1] 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.

establishing procedures for solicitation and tabulation of votes to accept or reject the *Debtors' Third Amended Chapter 11 Plan of Reorganization* [Docket No. 712] (the "Third Amended Plan", and including all prior and subsequent amended versions, the "Plan"); [2] (c) establishing deadline and procedures for filing objections to the Plan and certain aspects thereof; and (d) granting related relief ("Disclosure Statement Motion"), and respectfully represents as follows:

I. PRELIMINARY STATEMENT

1. Nearly two months have passed since the Court issued its *Order for Rule to Show Cause Why the Court Should not Convert the Case to One Under Chapter 7* [Docket No. 512]. Unfortunately, with only a few days before the January 16 hearing on the Disclosure Statement Motion, the Debtors have not yet been able to finalize an agreement with their prepetition lenders (including affiliates thereof, the "Icahn Parties") to fund the administration of the Debtors' Chapter 11 cases.

2. This shortcoming alone renders any consideration of the Disclosure Statement Motion premature at this time. The Court wisely determined that postpetition financing is a necessary (but not sufficient) condition that must be resolved before the Debtors will be permitted to solicit votes and seek confirmation of the Plan.

3. Moreover, even if the Debtors were able to finalize an agreement with the Icahn Parties for post-petition financing between now and the January 16 hearing, the Third Amended Plan is too incomplete, contingent and speculative to warrant approval of the Disclosure Statement.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Third Amended Plan.

4. In particular, several changes reflected in the Third Amended Plan render it patently unfeasible, and therefore patently unconfirmable. Most glaringly, the Third Amended Plan provides that the Debtors would be required to repay $20 million in post-petition financing on the Effective Date (in addition to millions of dollars in other administrative expense and priority claims), but that the Debtors would receive only $13.5 million in exit financing to do so. Even if the Icahn Parties commit to provide this exit financing (which they have not done as of the deadline to file this Second Supplemental Objection), the Debtors would still have an Effective Date shortfall of several millions of dollars.

5. The Third Amended Plan also has removed at least two key components that the Debtors previously identified as being indispensable to achieving profitability. The Third Amended Plan no longer includes a $100 million New Term Loan from the Icahn Parties to fund the capital improvements that the Debtors have said they desperately need to compete in the increasingly saturated gaming market. Instead, the proposed $13.5 million in exit financing is not even sufficient to fund all of the Effective Date payments required under the Third Amended Plan.

6. In addition, the Third Amended Plan no longer requires that the Debtors receive any relief or concessions from state or local taxing authorities. Moreover, the Third Amended Plan contemplates that the Debtors would languish in post-confirmation, pre-Effective Date limbo for up to nine months (or more) pending a resolution of the CBA Order appeal. Even a partial rollback of the labor cost savings that result from the CBA Order would eliminate all of the free cash flow under the Debtors' go-forward projections.

7. At its core, the Third Amended Plan is nothing more than an option for the Icahn Parties to exercise, renegotiate or terminate in their sole discretion. The Icahn Parties refuse to

offer more than $1 million to general unsecured creditors, and in return they continue to demand overly broad and impermissible third party releases.[3] Moving forward with solicitation and confirmation of the Third Amended Plan does not serve the interests of the Debtors' estates or any of their creditors other than the Icahn Parties.

8. Furthermore, the Disclosure Statement fails to contain critical "adequate information" that would allow general unsecured creditors to make an informed decision whether to accept or reject the Plan. Neither the Disclosure Statement nor Plan includes: (a) a list of Causes of Action being retained by the Debtors, (b) a list of waived Causes of Action against the Icahn Parties, (c) any discussion of outstanding Intercompany Claims, (d) the terms and conditions of the New Term Loan other than the disclosed $13.5 million in principal amount and 5-year term, and (e) any discussion of the viability of the Debtors under the dramatically different circumstances than previously contemplated.

9. Finally, certain of the proposed solicitation procedures outlined in the revised proposed order to the Disclosure Statement Motion, such as the Debtors having the right to unilaterally determine that a claim is unliquidated or contingent (regardless of how such claim is filed) and thus, such claim will be counted at $1.00, are inappropriate and should be amended.

10. For all of these reasons, the Committee respectfully submits that the Court should refuse to approve the Disclosure Statement unless and until the Debtors and the Icahn Parties address the material and pervasive deficiencies summarized above and discussed in more detail below.

[3] See Plan, §§ 12.6, 12.7, 12.8 and 12.9.

II. RELEVANT BACKGROUND

11. The Debtors filed their initial version of the Plan and the Disclosure Statement on October 1, 2014. *See* [Docket Nos. 165 and 166]. On October 31, 2014, the Committee filed a preliminary objection and reservation of rights [Docket No. 389] (the "Preliminary Objection") with respect to the Disclosure Statement Motion.

12. On November 3, 2014, the Debtors filed a First Amended Chapter 11 Plan of Reorganization [Docket No. 405] (the "Amended Plan") and an amended version of the Disclosure Statement [Docket No. 406] as well as their Valuation Analysis and Liquidation Analysis as Exhibits 2 and 3, respectively, to the Amended Disclosure Statement.

13. On November 14, 2014, the Debtors filed a Second Amended Joint Chapter 11 Plan of Reorganization [Docket No. 476] (the "Second Amended Plan") and a further amended Disclosure Statement for the Second Amended Plan [Docket No. 477]. On November 14, 2014, the Committee filed a supplemental objection [Docket No. 482] (the "First Supplemental Objection") with respect to the Disclosure Statement Motion.[4]

14. The Debtors' initial Plan, the Amended Plan and the Second Amended Plan were substantially similar in that they contemplated a toggle scenario where the Debtors would receive relief under the CBA Order, certain concessions from the State of New Jersey (the "State"), the City of Atlantic City ("City"), and a $100 million infusion of cash from the Icahn Parties; but if the Debtors were unable to obtain the concessions from the State, the City and/or certain other conditions were not met, then the Debtors would close the Taj Mahal casino and the Icahn Parties would, among other things, contribute only $13.5 million in exit financing. One

[4] The Committee hereby incorporates the Preliminary Objection and the First Supplemental Objection in this Second Supplemental Objection to the extent applicable.

difference between the Amended Plan and the Second Amended Plan was that the Amended Plan provided for no distribution to general unsecured creditors while the Second Amended Plan provided for a $1,000,000 distribution to general unsecured creditors (excluding the Icahn Parties' deficiency claims), plus participation in an unfunded litigation trust seeded with a limited package of avoidance actions (to which the Debtors ascribe zero value). The Second Amended Plan also contemplated debtor-in-possession financing of unspecified terms and amount.

15. On January 5, 2015, the Debtors filed the Third Amended Plan and the Third Amended Disclosure Statement. Unlike the prior versions of the Plan, the Third Amended Plan is not a toggle plan. Instead, the Third Amended Plan provides for the Taj Mahal to remain open and all of the Debtors' casino assets to be turned over to the Icahn Parties, but only if certain conditions precedent are satisfied (in the Icahn Parties' sole discretion). The Third Amended Plan contemplates that the Icahn Parties will provide $20 million debtor-in-possession financing, which must be re-paid in full on the effective date. However, the Third Amended Plan relies upon the same $13.5 million in exit facility that was contemplated under the "closure" toggle of the prior versions of the Plan. The Third Amended Plan also provides for the same minimal distribution to general unsecured creditors offered under the Second Amended Plan.

III. SUPPLEMENTAL OBJECTION

16. The Committee objects to the entry of an order approving the Disclosure Statement and granting the relief requested in the Disclosure Statement Motion

A. THE THIRD AMENDED PLAN IS PATENTLY UNCONFIRMABLE ON FEASIBILITY GROUNDS.

17. The Third Circuit Court of Appeals has recognized the well-established maxim that a disclosure statement cannot be approved where the plan to which it relates is not confirmable on its face:

> We find the reasoning of these many courts to be persuasive, and hold that a bankruptcy court may address the issue of plan confirmation where it is obvious at the disclosure statement stage that a later confirmation hearing would be futile because the plan described by the disclosure statement is patently unconfirmable.

In re Am. Capital Equip., LLC, 688 F.3d 145, 154 (3d Cir. 2012) (citations and internal quotations omitted). *Accord In re Main St. AC, Inc.*, 234 B.R. 771, 775 (Bankr. N.D. Cal. 1999) ("It is now well accepted that a court may disapprove of a disclosure statement. . . if the plan could not possibly be confirmed."); *In re Quigley Co., Inc.*, 377 B.R. 110, 115-116 (Bankr. S.D.N.Y. 2007) ("If the plan is patently unconfirmable on its face, the application to approve the disclosure statement must be denied, as solicitation of the vote would be futile."); *In re El Comandante Mgmt. Co.*, 359 B.R. 410, 415 (Bankr. D. P.R. 2006); *In re Beyond.com Corp.*, 289 B.R. 138 (Bankr. N.D. Cal. 2003) (collecting cases); *In re Mahoney Hawkes, LLP*, 289 B.R. 285, 294 (Bankr. D. Mass. 2002); *In re Phoenix Petroleum Co.*, 278 B.R. 385, 394 (Bankr. E.D. Pa. 2001); *In re Felicity Assocs., Inc.*, 197 B.R. 12, 14 (Bankr. D. R.I. 1996); *In re Market Square Inn, Inc.*, 162 B.R. 64 (Bankr. W.D. Pa. 1994); *In re Monroe Well Serv., Inc.*, 80 B.R. 324, 333 (Bankr. E.D. Pa. 1987).

18. Here, the Third Amended Plan is patently unconfirmable because it cannot satisfy the "feasibility" requirement of section 1129(a)(11).[5] Section 1129(a)(11) requires as a

[5] The Committee does not waive, and expressly reserves, the right to assert other and further objections to the Plan beyond those set forth herein.

condition to confirmation that "Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan." 11 U.S.C. § 1129(a)(11).

19. As the Debtors acknowledge in the Disclosure Statement, section 1129(a)(11) requires the Debtors to demonstrate both "their ability to meet their obligations under the Plan and retain sufficient liquidity and capital resources to conduct their business." Disclosure Statement § 8.2(a)(iii) (emphasis added). The Third Amended Plan has no reasonable prospect of satisfying either of these requirements, particularly when considered in contrast with prior versions and the testimony and admissions of the Debtors' professionals and counsel for the Icahn Parties.

(i) *The Debtors Cannot Show A Reasonable Prospect of Meeting Their Effective Date Requirements Under the Third Amended Plan.*

20. As a threshold matter, the Debtors cannot show a reasonable likelihood that they will ever satisfy the non-monetary conditions precedent for the Third Amended Plan to go effective.

21. The conditions precedent to confirmation of the Third Amended Plan alone include (i) the execution and continued effectiveness of the New Term Loan Commitment Letter, (ii) the Debtors having "ceased any obligation to contribute to and withdrawn from the National Retirement Fund with respect to those employees of Trump Taj Mahal Associates, LLC that are members of Local 54 – UNITE HERE", and (iii) no Event of Default having occurred and be continuing under the DIP Order or the Cash Collateral Order unless otherwise waived by the Icahn Parties. *See* Third Amended Plan § 11.1.

22. The amount of the New Term Loan has not yet been negotiated. *See* Third Amended Plan at § I(A) (amount of New Term Loan listed as "[$13.5 million]").[6] Moreover, the Debtors have not yet disclosed the other material terms of the New Term Loan Commitment Letter (which must be in form and substance acceptable to the Icahn Parties). *See id.* The Disclosure Statement does not explain how the parties or the Court will determine, prior to a resolution of the CBA Order appeal**,** that the Debtors have ceased obligations to, and withdrawn from, the National Retirement Fund ("NRF"). And as of the filing of this Second Supplemental Objection, the Debtors have not even filed (much less obtained Court approval for) the proposed DIP Order and DIP Credit Agreement, which the Committee understands will contain numerous highly restrictive covenants and technical Events of Default. Thus, satisfaction of the conditions precedent to confirmation is highly speculative, uncertain, and wholly dependent on the consent of the Icahn Parties.

23. The conditions precedent to the effectiveness of the Third Amended Plan are even more remote, and almost entirely dependent on the whims of the Icahn Parties. In particular, the occurrence of the Effective Date under the Third Amended Plan is subject to (i) the Icahn Parties, who will hold stock in the Reorganized Debtors, having been licensed under applicable gaming laws, (ii) the CBA Order having become a Final Order, (iii) the amount of any Administrative Expense Claims and Priority Tax Claims for the Debtors' withdrawal from the NRF (and any other multi-employer pension plans) shall be "less than an amount satisfactory to the [Icahn Parties] in their sole discretion", (iv) the Debtors estimating, with the consent of the Icahn Parties, that Allowed Administrative Expense Claims and Priority Non-Tax Claims will total less than "$[7.5] million", and (v) the Icahn Parties "having determined in their sole

[6] The current [bracketed] amount of $13.5 million is woefully insufficient. *See* § III(A)(ii), *infra*.

discretion that the consummation of the Plan would not result in any contingent multi-employer pension liability being assumed or imposed upon the Reorganized Debtors in excess of an amount satisfactory to the [Icahn Parties] in their sole discretion." Third Amended Plan § 11.2 (emphasis added).

24. In concert, these conditions to effectiveness make one thing clear—the Icahn Parties would be the sole arbiter of whether the Third Amended Plan could go effective. Thus, not only would the Third Amended Plan's effectiveness be precluded by certain objective occurrences, such as a reversal of the CBA Order or a failure by the Icahn Parties to obtain required gaming licenses, but the Icahn Parties could simply declare the Third Amended Plan to be null and void by *fiat*. The Third Amended Plan cannot be feasible if its effectiveness is left to the sole discretion of the Icahn Parties.

25. Moreover, even if the non-monetary conditions to the Third Amended Plan's effectiveness had a reasonable prospect of being satisfied, the Debtors cannot demonstrate any reasonable possibility that they will have sufficient funding to make the Effective Date cash payments required to satisfy Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Fee Claims, Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims. The Debtors make the conclusory statement that they "expect to have sufficient liquidity from cash on hand as of the Effective Date, the New Term Loan, and/or operations (as applicable) to fund these cash payments on the Effective Date or as and when they become due." Disclosure Statement § 8.2(a)(iii). But the Disclosure Statement does not include a "Sources and Uses" analysis to indicate how this would be accomplished.

26. To the contrary, the facts in the record evidence a patent inability of the Debtors to make Effective Date payments under the Third Amended Plan. According to the Debtors'

DIP budget, they will have drawn $8.1 million in DIP financing through the week ending March 6, 2015 alone, which will provide them with the bare minimum of $5 million in working capital cash. *See* [Docket No. 681-1] at p. 35. In addition, the Professional Fee Schedule for the DIP includes nearly $13 million in professional fee accruals through the anticipated Effective Date of the Third Amended Plan in December 2015. *See id.* at p. 36. The Debtors' Liquidation Analysis estimates an additional $5 million in accounts payable and other Administrative Claims not covered by the Carve-Out. *See* Disclosure Statement at Exhibit 3. Therefore, even a conservative estimate of the Debtors' Effective Date payment obligations under the Third Amended Plan would exceed $26 million.[7]

27. Yet the amount of the New Term Loan is currently listed [in brackets] as only $13.5 million. *See* Third Amended Plan at § I(A). In addition, the Debtors project only $8.4 million in free cash flow from operations for 2015, and this appears to be without any reduction for payment of carry costs associated with the Plaza (which would consume all of the Debtors' free cashflow per their prior projections). *See* Exhibit A attached hereto (comparing financial projections for Third Amended Plan with prior versions that included $9.2 million in annual Plaza Non-Operating Carry Costs). This leaves the Debtors with an Effective Date shortfall of **at least $4.15 million**:

[7] The Committee is forced to estimate the Effective Date shortfall under the Third Amended Plan because the Disclosure Statement does not contain any post-confirmation, pre-Effective Date projections, or a "Sources and Uses" analysis., *See* § III(C)(iii), *infra*. The Committee also understands that the Debtors would almost certainly need to draw the full $20 million in DIP financing prior to reaching the busier summer season. While a portion of the additional borrowings would be used to pay professional fees, this will not materially improve the Debtors' Effective Date shortfall because the Effective Date payment obligations under the Third Amended Plan are likely to be significantly higher than $26 million.

Effective Date Funding	**Amount**		**Effective Date Payments**	**Amount**
New Term Loan	$13,500,000		DIP Claims	($8,100,000)
Free Cash Flow from Operations	$8,400,000		Professional Fee Claims	($12,950,000)
			Other Administrative Claims	($5,000,000)
Total:	$21,900,000		Total:	($26,050,000)
	Shortfall: ($4,150,000)			

28. This is a conservative estimate of the Effective Date shortfall under the Third Amended Plan for several reasons. It excludes interest on the DIP facility at 10% per annum. It uses the same 2015 estimate for free cash flow that the Debtors originally put forth shortly after the Petition Date, which preceded their disastrous 2014 holiday season (during which the Debtors' website announced the imminent closing of the Taj Mahal throughout December). It limits professional fees to the Carve-Out amount, despite the fact that professional fees have already exceeded the Carve-Out by a significant amount. And it does not include any specific amount for an administrative or priority claim in favor of the NRF. Therefore, even under this very conservative estimate, the Third Amended Plan is patently unfeasible.

(ii) ***The Debtors Cannot Show a Reasonable Prospect of Profitability If the Third Amended Plan Was Confirmed.***

29. Even if the Debtors were able to satisfy their Effective Date payment obligations under the Third Amended Plan, they (and the Icahn Parties) have already admitted that the Taj Mahal would not be profitable under the conditions contemplated by the Third Amended Plan.

30. In connection with their request for entry of the CBA Order, the Debtors presented testimony from William H. Hardie of Houlihan Lokey Capital Inc. ("Houlihan Lokey"), the Debtors' financial advisor and investment banker. Mr. Hardie explained to the Court the critical nature not only of the Debtors obtaining relief under section 1113, but also of

the Debtors obtaining access to a $100 million exit facility from the Icahn Parties, as well as approximately $175 million in relief and concessions from state and local taxing authorities. For example, at the October 14, 2014 hearing (the "October 14 Hearing"), when asked by Debtors' counsel to walk the Court through Houlihan's pro forma financial outlook presentation, which was admitted into evidence as Exhibits 4 and 5, Mr. Hardie stated:

> So, Your Honor, with the property management we put together a forecast for the property in two different scenarios. One is essentially the status quo so this would be no relief from Local 54, no relief from the property tax burden, and -- and no new capital for rehabilitating the building and, thus, improving our market competitiveness. And that's what reflected in the status quo section of page 14. **And as Your Honor can see from the pro forma EBITDA line, we lose money every year, substantial sums**. The pro forma section of the -- of this is our attempt with management to forecast what we believe the financial results for the property would be on a going forward basis assuming we are able to successfully obtain $100 million worth of equity to improve the competitiveness of the property; that we achieve the savings with Local 54; and that we are successful in the package of government relief that we are looking for, both property tax and other, those kinds of buckets that I described earlier. And so as Your Honor can see from that same pro forma EBITDA line […], we're generating […] reasonable EBITDAs […] starting in 2016 through the balance of the forecast period. We've shown in addition to the EBITDA line kind of the -- what we have is free cash flow and, obviously […] that's going to be important because we have to make kind of ongoing maintenance Cap X. So this is […] replacing mattresses that wear out, TVs that break […], holes in the walls, et cetera, things like that. **And so you can see, Your Honor, that** […] **while the free cash flow isn't terrific, it's at least positive throughout the forecast period and so we believe creates a feasible business plan for the property on a going forward basis**.
>
> I think the other thing that I would draw the Court's attention to -- and really the only significant difference between this -- the two scenarios is the revenue line. **And here we've made the assumption that with $100 million of fresh equity to improve the property and make it a more attractive place for folks to come, that we will improve our market share from roughly**

> **eight-and-a-half percent of the market -- the Atlantic City market to roughly ten percent of the Atlantic City market**.

See Transcript of the October 14 Hearing ("October 14 Hearing Tr."), pp. 138:23-25 - 140:1-14, attached as Exhibit 1 to the Declaration *of Natasha Songonuga in Support of the Supplemental Objection and Reservation of Rights of the Official Committee of Unsecured Creditors to Debtors' Motion for Order (A) Approving the Disclosure Statement; (B) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan; (C) Establishing Deadline and Procedures for Filing Objections; and (D) Granting Related Relief* (the "Songonuga Decl."), which is attached hereto as Exhibit B. (Emphasis added).

31. Additionally, both counsel for the Debtors and counsel for the Icahn Parties have represented to this Court on several occasions that absent 1113 relief, concessions from the state and local taxing authorities and an infusion of $100 million in new capital from the Icahn Parties, the Debtors' future operations will not be profitable. At the October 14 Hearing, counsel for the Debtors made the following assertion:

> MR. HANSEN: And when you look at what happens and we say, well, what happens if [the Court] do[es] grant the relief and we wind up in a position where you don't get what you need from the state, what happens then?
>
> THE COURT: Right.
>
> MR. HANSEN: Well, the answer is, Your Honor, we close our doors.

See Exhibit 1 to the Songonuga Decl., October 14 Hearing Tr., 16:2 - 8. Counsel for the Icahn Parties reached the same conclusion:

> MR. BRILLIANT: I had prepared […] a small closing […]. Your Honor, the secured lenders […] support […] the motion that's been filed by the debtors. Your Honor, **I think the evidence is** […] **overwhelming and clear that, without** […] **the concessions, the granting of the 1113 motion** […] **that the business just isn't viable.**

> Even with the […] concessions and, even with the concessions that are being asked of the state and the city […], the cash flows […] that Your Honor has seen, which […] we believe may be […] optimistic -- […] requires an increase, […] in market share and that the amount of the erosion of the business in Atlantic City […] will slow down on a go-forward basis. But, even with that, there's barely […], cash flow, you know, break even.
>
> Even if you were to take out […] the $9 million […] with respect to the … Plaza, it's still not as if this is a great economic business deal and this is […] something that's […] obvious. **But, if you don't take (sic) out, you know, grant the 1113 motion, it's just not […] viable, even with all these other concessions**.

Exhibit 1 to the Songonuga Decl., October 14 Hearing Tr., 213:5-25 - 214:1-5 (emphasis added).

At the November 5, 2014 hearing, counsel for the Icahn Parties emphasized to the Court that the relief granted in the CBA Order alone was not enough for the Debtors to achieve profitability:

> [A]s Your Honor knows from the 1113 hearing this is a very challenging situation, because not only do we have the seasonality issue currently, which is […], the casino never makes money at this time of the year -- . . .**but the --** […] **the problem is** […] **we don't know whether it will ever make money** […] **because without the** […] **concessions from the city and the state with respect to the real estate property taxes and the other issues it may be that the Taj is not in a position even with the 1113 order that Your Honor had entered** […] **to ever make money**.

See Exhibit 2 to the Songonuga Decl., November 5, 2014 Hearing Transcript, 41:17-25 - 42:1-3 (emphasis added).

32. Both the Debtors and the Icahn Parties have represented to the Court since at least September 2014, the date of the Houlihan Lokey pro forma presentation, that in addition to the CBA Order relief, the state and city tax concessions, as well as the promised $100 million infusion of cash from the Icahn Parties, were critical components of a feasible plan of reorganization and viable post-confirmation Debtors. *See* Exhibit 5 to the October 14 Hearing Tr., Houlihan Lokey's pro forma presentation, at 10, noting that "[w]ithout all of the concessions

discussed on prior pages, the Company faces a dire cash flow situation that is not sustainable, and the Taj will close and liquidate …").

33. And yet the amount of the exit facility to be provided in connection with the Third Amended Plan is only $13.5 million, which is not enough to fully satisfy the Debtors' Effective Date payment obligations, much less provide any additional working capital or fund capital expenditures. *See* § III(A)(i), *supra*. In addition, the Third Amended Plan does not contemplate any concessions from state and local taxing authorities. To the contrary, the Committee understands that the Debtors' lobbying efforts are in "stand-down" mode, and there is no imminent legislative or other government relief on the horizon.

34. In addition, the CBA Order remains subject to appeal. If the CBA Order is reversed, the resulting increase in the Debtors' labor costs would completely consume any free cash flow and leave the Debtors with multiple millions of dollars in shortfalls for the foreseeable future. *See* Exhibit A attached hereto (comparison of Debtors' post-confirmation projections). Even a partial rollback of the savings afforded under the CBA Order would eat up most (if not all) of the Debtors' projected free cash flow. *See id.* The Reorganized Debtors' projections for the Third Amended Plan also mysteriously omit any expense for the Plaza's carrying costs, which the Debtors previously estimated at $9.2 million per year. The Plaza's carry costs alone would exceed the Reorganized Debtors' free cash flow by approximately $7.7 million in the aggregate through 2019. *See id.*

35. As outlined above, the Debtors and the Icahn Parties have repeatedly told the Court and parties in interest that the Debtors' prepetition cost structure was not viable. Aside from the entry of the CBA Order (which is subject to the pending appeal), the Debtors have not been able to address any of the other fundamental issues that confronted them as of the Petition

Date. The Plaza remains shuttered, incurring millions of dollars in carry costs. The Trump parties continue to dispute the Debtors' right to use the Trump name and marks. The Debtors have not received any relief or concessions from state and local taxing authorities. And the Debtors have burned through nearly all of the cash they had on hand as of the Petition Date, and they are still without a commitment from the Icahn Parties to fund working capital.

36. The Committee wants to see the Debtors emerge from these chapter 11 cases with a viable business model. The Committee's constituents have been subjected to three bankruptcies in the last ten (10) years, and they do not want to suffer a fourth. Unfortunately, the Third Amended Plan does not offer any reasonable prospect that confirmation would not be followed (in short order) by the need for further reorganization or a liquidation. Therefore, the Court should refuse to approve the Disclosure Statement based upon the Third Amended Plan's patent lack of feasibility.

B. THE DISCLOSURE STATEMENT LACKS ADEQUATE INFORMATION TO JUSTIFY THE BROAD NON-DEBTOR RELEASES PROVIDED FOR IN THE THIRD AMENDED PLAN.

37. As with the prior versions of the Plan, the Debtors seek broad releases in the Third Amended Plan in favor of the Released Parties without adequate consideration for the creditors whose claims are being released. *See* Disclosure Statement § 7.16. Specifically, as described in Disclosure Statement Art. VII (Sections 7.16, 7.17, 7.18, and 7.19) and as set forth in Plan Art. XII (Sections 12.6, 12.7, 12.8 and 12.9), the Debtors seek various releases and injunctions in favor of the extensive list of Released Parties.

38. As described in detail below, the Disclosure Statement falls well short of providing adequate information to explain and justify these extremely broad releases and

injunctions in favor of the non-debtor Released Parties, and should not be approved on this basis alone.

(i) ***The Debtor Releases are Inappropriate.***

39. Section 7.17(a) of the Disclosure Statement (12.7(a) of the Plan) includes the proposed release by the Debtors. The provision reads in pertinent part as follows:

> **Releases by the Debtors**. For good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise provided in this Plan or the Confirmation Order, as of and subject to the occurrence of the Effective Date, the Debtors and Reorganized Debtors, in their individual capacities and as debtors in possession, on behalf of themselves and the Debtors' Estates, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge all claims, interests, obligations, suits, judgments, damages, demands, debts, rights, remedies, Causes of Action and liabilities (other than the rights of the Debtors or Reorganized Debtors to enforce this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder) that could have been asserted by or on behalf of the Debtors or their Estates or Reorganized Debtors, whether directly, indirectly, derivatively or in any representative or any other capacity, against the **Released Parties[[8]]** (and each such Released Party shall be deemed forever

[8] The term Released Parties is defined in Article I of the Plan as:

[C]ollectively, (a) each of the following: (i) the First Lien DIP Agent, (ii) the DIP Lenders, (iii) the New Term Loan Agent, (iv) the New Term Loan Lenders, (v) the First Lien Agent, (vi) the First Lien Lenders, and (vii) **with respect to each of the foregoing entities** in clauses (a)(i), (a)(ii), (a)(iii), (a)(iv), (a)(v), and (a)(vi), **such entity's current and former shareholders, affiliates, partners, subsidiaries, members, officers, directors, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns;** and (b) each of the following solely in their capacity as such: (i) the Creditors' Committee, (ii) the Debtors and the Reorganized Debtors, and (iii) with respect to each of the foregoing entities in clauses (b)(i) and (b)(ii), such entity's current and former shareholders, affiliates, partners, subsidiaries, members, officers, directors, principals, employees, agents, managed funds, advisors, attorneys (except for the law firm of Levine, Staller, Sklar, Chan & Brown, P.A.), accountants, investment bankers, consultants, representatives, and other professionals, solely in their respective capacities as such, **together with their respective predecessors, successors, and assigns**; provided, however, that the following persons and/or entities are not Released Parties: (i) Donald J. Trump; (ii) Ivanka Trump; (iii) Trump AC Casino Marks LLC; and (iv) any employee of the Debtors' found by the Debtors to have engaged in the conduct described in the Debtors' Motion, Pursuant to Sections 105 and 362 of the Bankruptcy Code, For Entry of an Order (I) Enforcing the Automatic Stay Against UNITE HERE Local 54, (II) Requiring UNITE HERE Local 54 to Issue a Letter Informing All Parties that Received Union Communications Regarding the Chapter 11 Cases that Such Communications were Misleading and in Violation of the Automatic Stay, (III) Requiring UNITE HERE

> released, waived and discharged by the Debtors and Reorganized Debtors), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date **in any way relating to the Debtors**, their affiliates and former affiliates, the Reorganized Debtors, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any claim or equity interest that is treated in the Plan, **the business or contractual arrangements between any Debtor and any Released Party**, the restructuring of claims and equity interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of this Plan, the Disclosure Statement, the DIP Credit Agreement, the DIP Commitment Letter, the Plan Documents, or related agreements, instruments, or other documents; . . .
>
> . . .
>
> The foregoing release shall be effective as of and subject to the occurrence of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any person and the Confirmation Order will permanently enjoin the commencement, prosecution or continuation by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this release.

Third Amended Plan § 12.7(a) (emphasis added).

40. These releases are overly broad and inappropriate under the circumstances. The Disclosure Statement fails to explain why the releases are essential to the Debtors' proposed reorganization. Most significantly, the Debtors are providing a release not only to the Icahn Parties but also to the "current and former shareholders, affiliates, partners, members, . . . employees, agents, managed funds, advisors, attorneys, accountants, investment bankers,

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Local 54 to Provide the Debtors with a List of All Parties it Previously Distributed the Misleading Communications to, and (IV) Awarding the Debtors Attorneys' Fees and Expenses for UNITE HERE Local 54's Willful Violation of the Automatic Stay [Docket No. 251].

consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns" of the Icahn Parties for conduct "in any way relating to the Debtors, . . . the business or contractual arrangements between any Debtor and any Released Party." *See* Third Amended Plan, § 12.7(a). This language is impermissibly broad and could arguably encompass claims and conduct entirely unrelated to the Debtors' bankruptcy case.

(ii) *The Third Party Releases Are Patently Inappropriate.*

41. While the Third Amended Plan provides for holders of allowed general unsecured claims to opt-out of the releases set forth in Section 12.7(b), Sections 12.6 (Injunction), 12.8 (Exculpation and Limitation of Liability) and 12.9 (Injunction Related to Releases and Injunctions), the corresponding sections of the Disclosure Statement (Section 7.16, 7.18 and 7.19) contain inappropriate third-party releases of the Released Parties that do not appear to be subject to the opt-out provision. Specifically, Section 12.6 of the Third Amended Plan enjoins persons who have held, hold or may hold claims against or interests in the Debtors from bringing or asserting any "suit, action or other proceeding of any kind" against or affecting "any direct or indirect transferee of any property of, or direct or indirect successor in interest to," the Debtors, the Reorganized Debtors, the Distribution Trustee, the Distribution Trust, the Distribution Trust Assets, the Debtors' Estates or any of their property, or any property of any such transferee or successor relating to such claims or interests. *See* Third Amended Plan, § 12.6. The effect of the third party releases contained in Section 12.6 would be to improperly insulate the Icahn Parties and their related parties, no matter how remote, from any and all causes of action relating to claims or interests against the Debtors even if direct claims exists against such parties. Section 12.6 also would insulate the Icahn Parties as well as the Debtors' current and former officers,

directors and other related parties from any and all pre-petition causes of action, including those that are currently being investigated by the Committee.

42. Section 12.8 of the Third Amended Plan, which purports to be an exculpation provision, actually provides for releases and injunctions in favor of the Released Parties and not just the case professionals as required under the applicable authorities. The third party releases and injunctions included in Section 12.6, 12.8 and 12.9 of the Third Amended Plan are also overly broad and inappropriate under the circumstances as they release the Released Parties and others from virtually any liability even tangentially related to the Debtors and the events that gave rise to the Chapter 11 cases - all without any consideration in favor of the creditors whose claims are being released. As drafted, these sweeping releases and injunctions fail to satisfy the Third Circuit's standard for third-party releases, especially where it appears that creditors are not being given an opportunity to opt-out of the releases and injunctions contained in Section 12.6, 12.8 and 12.9 of the Third Amended Plan, which improperly purport to release claims between non-Debtor third parties over which this Court lacks constitutional jurisdiction.

43. Section 524(e) of the Bankruptcy Code prohibits the release and permanent injunction of claims against non-debtors under most circumstances. *See* 11 U.S.C. § 524(e) ("Except as provided in subsection (a)(3) . . . discharge of a debt of a debtor does not affect the liability of any other entity on, or the property of any other entity for, such debt."). Courts within this circuit have made it clear that third party releases of non-debtor entities are the exception, not the rule. *See In re Washington Mut., Inc.*, 442 B.R. 314, 351 (Bankr. D. Del. 2011) (*citing to In re Continental Airlines*, 203 F.3d 203, 212 (3d Cir. 2000)); *In re Exide Technologies*, 303 B.R. 48, 72 (Bankr. D. Del. 2003) ("non-consensual releases by a non-debtor of other non-debtor third parties are to be granted only in 'extraordinary cases.'"). Furthermore, the Third Circuit

Court of Appeals has established that third party releases are only permissible where the debtor demonstrates "fairness, necessity to the reorganization, and specific factual findings to support these conclusions." *In re Lower Bucks Hospital*, 571 Fed.Appx 139, 144 (3d Cir. 2014) (citing *Continental Airlines*, 203 F.3d. at 214); *see also In re Metromedia Fiber Network, Inc.*, 416 F.3d 136, 141 (2d Cir. 2005).

44. Here, the Disclosure Statement fails to make any showing that these releases and injunctions are essential to the reorganization or, more importantly, to provide adequate information to justify these very broad releases and injunctions under the terms of the Plan. Consequently, the Disclosure Statement fails to provide adequate information.

45. Moreover, the Debtors improperly seek to bind parties to overly broad third party releases for merely accepting distributions under the Third Amended Plan even if such parties did not cast a vote with respect to the Plan. *See* Third Amended Plan, § 12.9. Such releases cannot be deemed consensual. *See Washington Mutual*, 442 B.R. at 355 ("the Court concludes that the opt out mechanism is not sufficient to support the third party releases anyway, particularly with respect to parties who do not return a ballot (or are not entitled to vote in the first place). Failing to return a ballot is not a sufficient manifestation of consent to a third party release."); *In re Zenith Elecs. Corp.*, 241 B.R. 92, 111 (Bankr. D. Del. 1999) (finding that a release provision had to be modified to permit third parties' release of non-debtors only for those creditors who voted in favor of the plan).

46. Accordingly, the Committee submits that the releases and injunctions contained in the Third Amended Plan are impermissible as a matter of law under applicable Third Circuit case law and thus, the Third Amended Plan is not confirmable on its face.

C. THE DISCLOSURE STATEMENT DOES NOT CONTAIN ADEQUATE INFORMATION FOR SOLICITING THE VOTES OF GENERAL UNSECURED CREDITORS.

47. Section 1125(b) of the Bankruptcy Code requires a plan proponent to furnish creditors with "a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information" in order to solicit acceptances or rejections of a proposed chapter 11 plan. 11 U.S.C. § 1125(b). "Adequate information" is defined in the Bankruptcy Code as:

> Information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records . . . that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan[.]

11 U.S.C. § 1125(a)(1).

48. Critical to the reorganization process is meaningful disclosure sufficient to enable creditors to make an informed decision about whether to accept or reject a proposed plan of reorganization. *See Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) ("The importance of full disclosure is underlaid by the reliance placed upon the disclosure statement by the creditors and the court. Given this reliance, we cannot overemphasize the debtor's obligation to provide sufficient data to satisfy the Code standard of 'adequate information.'").

49. The Disclosure Statement does not include adequate information regarding several factors that would allow a hypothetical investor to make an informed judgment about the Third Amended Plan, including, but not limited to (a) a description of the opt-out election, (b) the amount and classification of the Intercompany Claims, (c) any substantive discussion of the post-confirmation viability of the Debtors, given the Debtors' failure to obtain much needed concessions from the State and City and the $100 million infusion of cash from the Icahn Parties

(*see* discussion in Section IV(A) *supra*), and (d) actual or projected value from recovery of Avoidance Actions being transferred to the Distribution Trust proposed under the Third Amended Plan. By omitting this critical information, the Disclosure Statement does not describe key material terms of the Third Amended Plan and therefore cannot be deemed to provide adequate information to general unsecured creditors.

(i) ***The Disclosure Statement lacks an adequate description of the Opt-Out Election.***

50. Noticeably missing from the Disclosure Statement is a description of the Opt-Out Election. Instead, the Disclosure Statement simply uses the defined term without any explanation. In fact, holders of General Unsecured Claims reviewing the provisions of the Plan relating to the Opt-Out Election, and the portion of the Ballot attached to the Debtors' proposed order approving the Disclosure Statement for use by holders of General Unsecured Clams ("Unsecured Ballot") relating to same, would discover internal conflicts among the Plan provisions, as well as conflicts with between the Third Amended Plan and the Unsecured Ballot.

51. On the one hand, Article I of the Third Amended Plan defines the "Opt-Out Election" as "the affirmative election by a Holder of an Allowed General Unsecured Claim in a timely submitted Ballot not to grant the releases set forth in section 12.7(b) of this Plan." Third Amended Plan, Article I. Section 12.7 provides, that "(i) each of the Released Parties; (ii) each holder of an Allowed General Unsecured Claim entitled to vote on this Plan that did not validly exercise the Opt-Out Election in a timely submitted Ballot; and (iii) each holder of a Claim deemed hereunder to have accepted this Plan . . ," is deemed to have consented to the Plan. Section 12.9 of the Third Amended Plan, however, also provides that the by accepting distributions pursuant to the Plan, holders of Allowed Claims that do not validly exercise the Opt-Out Election will be deemed to have specifically consented to the injunction set forth in that

Section of the Plan, which incorporates the releases and injunctions in Sections 12.7 and 12.8. Thus, while the definition of the Opt-Out Election limits the opt-out to the releases in Section 12.7, Section 12.9 appears to extend the Opt-Out Election to the releases and injunctions contained in Section 12.8 and 12.9. There is no indication in the Third Amended Plan that the Opt-Out Election applies to the third-party releases contained in Section 12.6 however. Yet Item 2 (Optional Release Election) of the Unsecured Ballot informs creditors that by checking the box they can "elect not to grant the releases contained in Article XII of the Plan and elect not to consent to the related injunction." Taken together, the Third Amended Plan, the Disclosure Statement and the Unsecured Ballot contain inadequate and conflicting information as to the Opt-Out Election.

(ii) ***The Disclosure Statement fails to provide adequate information regarding the Plan's classification, contents and treatment of Intercompany Claims.***

52. Based on the limited information contained in the Disclosure Statement, it is impossible to determine the validity and amount of Intercompany Claims. Additionally, while the Third Amended Plan provides for holders of such claims, including equity, to receive a distribution in the form of new debt, equity, or payment, among others (Third Amended Plan, § 2.3), it does not classify such claims nor provide any justification as to why holders of such claims are receiving a distribution when holders of other general unsecured claims are receiving only a nominal distribution, in violation of section 1123(a)(4) (a plan must provide the same treatment for each claim or interest of a particular class) and the "fair and equitable" requirement of section 1129(b)(2)(B), known as the "absolute priority rule."

(iii) ***The Disclosure Statement fails to explain how the Debtors will fund their emergence from Chapter 11 and achieve profitability with only $13.5 million in exit financing and no concessions from state or local taxing authorities.***

53. As set forth in Section III(A) *supra*, the Third Amended Plan presents a very different scenario than prior versions of the Plan with respect to the Debtors' ability to fund their emergence from Chapter 11 and achieve a profitable cost structure. Under the Third Amended Plan, the Debtors will need to repay up to $20 million in DIP financing on the Effective Date (in addition to other Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Fee Claims, Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims). Yet the proposed amount of the New Term Loan under the Third Amended Plan is only $13.5 million, which is the same amount that was proposed under the "closure" toggle in the prior versions of the Plan. The Disclosure Statement fails to include a "Sources and Uses" analysis and does not otherwise project or explain how the Debtors will have sufficient liquidity to make Effective Date payments required under the Third Amended Plan.[9]

54. The Disclosure Statement also fails to explain how the Debtors will achieve profitability upon confirmation of the Third Amended Plan without the concessions from state/local taxing authorities and the significant additional working capital (via the $100 million New Term Loan) contemplated under prior versions of the Plan. *See* § III(A)(ii), *supra*. The Disclosure Statement does not provide any explanation for changes made to the Reorganized Debtors' projections (Disclosure Statement Exhibit 4), including (a) the mysterious omission of carry costs for the Plaza, and (b) increased revenue projections above the prior "status quo"

[9] This problem is exacerbated by the fact that the Debtors have not yet set an Administrative Claims Bar Date, which is now proposed for February 18, 2015, the same day as the proposed Voting Deadline and two days before the proposed Objection Deadline for the Third Amended Plan.

projections notwithstanding the absence of sufficient working capital to make the capital improvements to which increased revenues previously were attributed. *See id.* Particularly given prior representations from the Debtors' professionals and counsel for the Icahn Parties, these glaring omissions from the Disclosure Statement preclude it from containing adequate information for solicitation.

(iv) ***The Disclosure Statement fails to explain the rationale for assigning the Distribution Trust with the responsibility to pursue a partial package of allegedly worthless Avoidance Actions with only $1 million in total funding.***

55. As noted above, under the Third Amended Plan, holders of General Unsecured Claims are being asked to grant releases to the Debtors in exchange for a $1 million and the assignment of certain Avoidance Actions, which exclude Avoidance Actions against the Icahn Parties and other Released Parties. Yet the Disclosure Statement fails to identify what claims, if any, exist under chapter 5 of the Bankruptcy Code in favor of the Debtors' estates and, in particular, the estimated value of those claims against the Released Parties that the Debtors intend to waive and release pursuant to Section 12.7 of the Plan. This omission is particularly important in these cases, where the Debtors and the Icahn Parties have asserted a common interest privilege with respect to the Plan and have refused to provide certain categories of documents relevant to the Plan as requested by the Committee in its 2004 subpoenas directed to the Debtors and the Icahn Parties. *See* [Docket No. 717].

56. The Disclosure Statement does generally opine that the Debtors believe Avoidance Actions are effectively worthless. *See* Disclosure Statement at § 5.24. Yet the Third Amended Plan would assign responsibility to the Distribution Trust for pursuing Avoidance Actions (against parties other than the Released Parties). With only $1 million in total funding

for the Distribution Trust, the Disclosure Statement fails to explain the rationale for this structure.

D. CERTAIN OF THE PROPOSED SOLICITATION PROCEDURES SHOULD BE AMENDED AND/OR CLARIFIED.

57. Through the Disclosure Statement Motion, the Debtors are also seeking approval of certain solicitation procedures in connection with voting on the Third Amended Plan. The following proposed solicitation procedures should be amended and/or clarified as set forth below:

> (a) The Record Date (as defined in the Disclosure Statement Order) should be amended to mean the date that the Disclosure Statement Order is entered.
>
> (b) Paragraph 16(e) - should be clarified to provide that where a claimant files a claim in a liquidated amount that the Debtors or the Balloting Agent determine to be contingent or unliquidated after a review of the supporting documents, that notwithstanding such determination, such claimant's claim will be counted in the filed amount unless such claim is the subject of an objection filed no later than Voting Objection Deadline (in which case the voting amount shall be as agreed by the parties or determined by the Court).
>
> (c) Paragraph 17 - should be modified to (i) remove "and after a Claims Estimation Motion (as defined below) is timely filed as provided for herein" in the second sentence; and (ii) note that in the event an objection to a claim is filed seeking to reclassify and/or reduce such claim, the holder of such claim shall have his/her/its ballot counted in the amount and/or as classified on the ballot unless the Court determines otherwise.
>
> (d) Paragraph 21 (d) - should be modified to provide that the Court, not the Debtors and the Balloting Agent, will make the final decision with respect to questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots in the event of a dispute regarding such issues.
>
> (e) The Disclosure Statement Order should include a provision requiring the Debtors' Claim and Balloting Agent to file a certification of the voting results within seven (7) days after the Voting Deadline.

IV. RESERVATION OF RIGHTS

58. To the extent any objection, in whole or in part, contained herein is deemed to be an objection to confirmation of the Plan rather than, or in addition to, an objection to the adequacy of the Disclosure Statement, the Committee reserves its right to assert such objection, as well as any other objections, to confirmation of the Plan. Furthermore, to the extent that any Plan supplements, or amendments to the Disclosure Statement or the Plan may be filed after any Disclosure Statement or Plan confirmation objection deadline, the Committee reserves its right to object thereto. The Committee also reserves the right to raise further and other objections to the Disclosure Statement or any amendment thereto prior to or at the hearing thereon in the event the Committee's objections raised herein are not resolved prior to such hearing.

V. CONCLUSION

WHEREFORE, the Committee respectfully requests that the Court (i) deny the Disclosure Statement Motion and approval of the Disclosure Statement because the Plan is patently unconfirmable, (ii) require the Debtors to modify the Disclosure Statement in a manner consistent with the proposals included herein so that it includes adequate information, and (iii) grant such other and further relief as is just and appropriate.

Dated: January 12, 2015
Wilmington, Delaware

GIBBONS P.C.

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EXHIBIT A

TRUMP ENTERTAINMENT RESORTS, INC., ET AL.
FINANCIAL PROJECTION COMPARISON

	Status Quo (Per §1113 Filings)					§1113 Pro Forma/1st Amended DS Projections					3rd Amended DS Projections				
$ in millions	**2015E**	**2016E**	**2017E**	**2018E**	**2019E**	**2015E**	**2016E**	**2017E**	**2018E**	**2019E**	**2015E**	**2016E**	**2017E**	**2018E**	**2019E**
Revenues:															
Gaming	$ 206.5	$ 196.2	$ 186.4	$ 186.4	$ 186.4	$ 206.5	$ 235.4	$ 223.6	$ 223.6	$ 223.6	$ 206.5	$ 207.4	$ 197.0	$ 197.0	$ 197.0
Rooms	46.9	44.5	42.3	42.3	42.3	46.9	53.4	50.7	50.7	50.7	46.9	47.0	44.7	44.7	44.7
Food and Beverage	26.4	25.0	23.8	23.8	23.8	26.4	30.0	28.5	28.5	28.5	26.4	26.5	25.1	25.1	25.1
Other	11.3	10.8	10.2	10.2	10.2	11.3	12.9	12.3	12.3	12.3	11.3	11.4	10.8	10.8	10.8
Gross Revenues	$ 291.1	$ 276.5	$ 262.7	$ 262.7	$ 262.7	$ 291.1	$ 331.7	$ 315.1	$ 315.1	$ 315.1	$ 291.1	$ 292.3	$ 277.6	$ 277.6	$ 277.6
Less: Promotional Allowances	(78.4)	(74.5)	(70.7)	(70.7)	(70.7)	(78.4)	(89.3)	(84.9)	(84.9)	(84.9)	(78.4)	(78.7)	(74.8)	(74.8)	(74.8)
Net Revenues	$ 212.7	$ 202.0	$ 192.0	$ 192.0	$ 192.0	$ 212.7	$ 242.4	$ 230.2	$ 230.2	$ 230.2	$ 212.7	$ 213.6	$ 202.8	$ 202.8	$ 202.8
Costs and Expenses:															
Gaming	$ (95.9)	$ (93.1)	$ (90.3)	$ (90.3)	$ (90.3)	$ (95.9)	$ (103.9)	$ (100.7)	$ (100.7)	$ (100.7)	$ (95.9)	$ (96.2)	$ (93.3)	$ (93.3)	$ (93.3)
Rooms, Food, & Beverage	(27.2)	(26.6)	(26.0)	(26.0)	(26.0)	(27.2)	(29.0)	(28.3)	(28.3)	(28.3)	(27.2)	(27.3)	(26.6)	(26.6)	(26.6)
Property Taxes	(32.8)	(32.8)	(32.8)	(32.8)	(32.8)	(9.8)	(9.8)	(9.8)	(9.8)	(9.8)	(9.8)	(9.8)	(9.8)	(9.8)	(9.8)
General and Administrative	(71.7)	(71.7)	(71.7)	(71.7)	(71.7)	(71.7)	(71.7)	(71.7)	(71.7)	(71.7)	(67.2)	(65.7)	(65.7)	(65.7)	(65.7)
Corporate Allocation	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)	(4.1)
Plaza Non-Operating Carry Cos	(16.0)	(16.0)	(16.0)	(16.0)	(16.0)	(9.2)	(9.2)	(9.2)	(9.2)	(9.2)	-	-	-	-	-
Total Costs and Expenses	$ (247.7)	$ (244.3)	$ (240.9)	$ (240.9)	$ (240.9)	$ (217.9)	$ (227.7)	$ (223.8)	$ (223.8)	$ (223.8)	$ (204.2)	$ (203.1)	$ (199.5)	$ (199.5)	$ (199.5)
Unadjusted EBITDA	$ (35.0)	$ (42.3)	$ (48.9)	$ (48.9)	$ (48.9)	$ (5.2)	$ 14.7	$ 6.4	$ 6.4	$ 6.4	$ 8.4	$ 10.5	$ 3.4	$ 3.4	$ 3.4
% Revenues	*NM*	*NM*	*NM*	*NM*	*NM*	*NM*	*6.1%*	*2.8%*	*2.8%*	*2.8%*	*3.9%*	*4.9%*	*1.7%*	*1.7%*	*1.7%*
Identified Potential Savings:															
Health & Welfare Net Saving	$ -	$ -	$ -	$ -	$ -	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5	$ 8.5
Pension Savings	-	-	-	-	-	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7
Work Rule Changes	-	-	-	-	-	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8
Total Potential Savings:	$ -	$ -	$ -	$ -	$ -	$ 18.0	$ 18.0	$ 18.0	$ 18.0	$ 18.0	$ 18.0	$ 18.0	$ 18.0	$ 18.0	$ 18.0
Pro Forma EBITDA	**$ (35.0)**	**$ (42.3)**	**$ (48.9)**	**$ (48.9)**	**$ (48.9)**	**$ 12.8**	**$ 32.6**	**$ 24.5**	**$ 24.5**	**$ 24.5**	**$ 26.4**	**$ 28.5**	**$ 21.4**	**$ 21.4**	**$ 21.4**
% Revenues	***NM***	***NM***	***NM***	***NM***	***NM***	***6.0%***	***13.4%***	***10.6%***	***10.6%***	***10.6%***	***12.4%***	***13.3%***	***10.6%***	***10.6%***	***10.6%***
Other Cash Flow															
Maintenance CapEx	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)	$ (15.0)
Required CRDA Investments	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)
Interest & Principal Payments	(37.4)	(37.1)	(36.6)	(36.2)	(35.8)	-	-	-	-	-	-	-	-	-	-
Free Cash Flow	**$ (90.4)**	**$ (97.4)**	**$ (103.5)**	**$ (103.1)**	**$ (102.7)**	**$ (5.2)**	**$ 14.6**	**$ 6.5**	**$ 6.5**	**$ 6.5**	**$ 8.4**	**$ 10.5**	**$ 3.4**	**$ 3.4**	**$ 3.4**

EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Case No. 14-12103 (KG)
TRUMP ENTERTAINMENT RESORTS, INC., *ET AL.*[1],	Chapter 11
	(Jointly Administered)
Debtors.	**Re: Docket Nos. 175, 713 & 716**

DECLARATION OF NATASHA SONGONUGA IN SUPPORT OF THE SUPPLEMENTAL OBJECTION AND RESERVATION OF RIGHTS OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DEBTORS' MOTION FOR ORDER (A) APPROVING THE DISCLOSURE STATEMENT; (B) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN; (C) ESTABLISHING DEADLINE AND PROCEDURES FOR FILING OBJECTIONS; AND (D) GRANTING RELATED RELIEF

Natasha M. Songonuga declares, pursuant to 28 U.S.C. § 1746, under penalty of perjury as follows:

1. I am an attorney duly admitted to practice law in the courts of the State of Delaware and the United States District Court for the District of Delaware, and a director of the law firm of Gibbons P.C., co-counsel to the Official Committee of Unsecured Creditors (the "Committee") in above-captioned cases of Trump Entertainment Resorts, Inc. ("TER") and its affiliated chapter 11 debtors and debtors-in-possession (collectively, the "Debtors").

2. I make this Declaration in support of the *Second Supplemental Objection and Reservation of Rights of the Official Committee of Unsecured Creditors to Debtors' Motion for Order (A) Approving the Disclosure Statement; (B) Establishing Procedures for Solicitation and*

[1] 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.

Tabulation of Votes to Accept or Reject the Plan; (C) Establishing Deadline and Procedures for Filing Objections; and (D) Granting Related Relief ("Second Supplemental Objection") with respect to the Debtors' motion seeking, *inter alia*, the entry of an order: (a) approving the *Disclosure Statement for Debtors' Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*; (b) establishing procedures for solicitation and tabulation of votes to accept or reject the *Debtors' Third Amended Chapter 11 Plan of Reorganization*, and including all prior and subsequent amended versions, the "Plan"); (c) establishing deadline and procedures for filing objections to the Plan and certain aspects thereof; and (d) granting related relief ("Disclosure Statement Motion").

1. Attached hereto as Exhibit 1 is a true and correct copy of the relevant pages of the transcript of the hearing held in these Chapter 11 cases on October 14, 2014.

2. Attached hereto as Exhibit 2 is a true and correct copy of the relevant pages of the transcript of the hearing held in these Chapter 11 cases on November 5, 2014.

I certify under penalty of perjury that the foregoing statements made by me are true and correct.

Dated: January 12, 2015

/s/ Natasha M. Songonuga
Natasha M. Songonuga

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT

DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
TRUMP ENTERTAINMENT RESORTS, INC., ET AL.,	:	Case No. 14-12103(KG)
	:	(Jointly Administered)
Debtors.	:	

United States Bankruptcy Court

824 North Market Street

Wilmington, Delaware

October 14, 2014

10:04 AM

B E F O R E :

HON KEVIN GROSS

U.S. BANKRUPTCY JUDGE

ECR OPERATOR: BRANDON MCCARTHY

Debtors' Motion for Entry of Order (I) Rejecting Collective Bargaining Agreement Between Trump Taj Mahal Associates, LLC and UNITE HERE Local 54 Pursuant to 11 U.S.C. Statute 1113(c) and (II) Implementing Terms of Debtors' Proposal Under 11 U.S.C. Statute 1113(b) [D.I. 134, 9/26/14]

Transcribed by: Sherri L. Breach, Nicole Yawn & Sheila Orms

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844 King Street, Suite 2207
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BY: JANE LEAMY, ESQ.
TIMOTHY J. FOX, JR., ESQ.

And if that's the case, then we need that relief entered so that we can move to the next step. And when you look at what happens and we say, well, what happens if I do grant the relief and we wind up in a position where you don't get what you need from the state, what happens then?

THE COURT: Right.

MR. HANSEN: Well, the answer is, Your Honor, we close our doors. And once we close our doors and we lay off our employees, the protections provided by the collective bargaining agreement, they're not really in effect anymore. The pension plan that was supposed to be taking care of people, it's not really in effect anymore.

And so when you look at the situation as a whole, if you grant us the relief, we have a chance to go get what we need from the state, and we already have our lenders saying they're ready to go. But if you don't grant the relief, we have no chance from the state and we have no chance from the lender and then we have to close our doors. And, again, once we close our doors -- you know, and I hear some whispers to my side -- what will happen eventually is that CBA will terminate because there's no one there. We have the right to fire our employees.

So, Your Honor, back to my patient metaphor, if we can get the first doctor to start working on this patient, it increase the likelihood that we can get the rest of the

the savings associated with that relative to what we currently contribute is roughly $2.4 million.

Q Okay. And was that proposal acceptable to the debtors?

A It -- in a vacuum, no. I mean, as our material would suggest we're -- we need, you know, almost $15 million worth of savings from Local 54 in order to create a viable cost structure for the business. And we never received specific counterproposals on health and welfare, which is the largest component of what we need relief from and is the largest, you know, cost burden that we have.

Q Mr. Hardie, let me ask you to turn now to page 14 of your proposal.

MR. PASQUALE: This is, again, Exhibit 5, Your Honor.

MR. JOSEM: Is it page 14, Ken?

MR. PASQUALE: Sorry.

THE WITNESS: Page 14?

MR. PASQUALE: Page 14. Yes. Right. The title is Pro Forma Financial Outlook.

THE WITNESS: I have it. Yes.

BY MR. PASQUALE:

Q Okay. Can you walk us through this page, please?

A So, Your Honor, with the property management we put together a forecast for the property in two different scenarios. One is essentially the status quo so this would

be no relief from Local 54, no relief from the property tax burden, and -- and no new capital for rehabilitating the building and, thus, improving our market competitiveness. And that's what reflected in the status quo section of page 14. And as Your Honor can see from the pro forma EBITDA line, we lose money every year, substantial sums.

The pro forma section of the -- of this is our attempt with management to forecast what we believe the financial results for the property would be on a going forward basis assuming we are able to successfully obtain $100 million worth of equity to improve the competitiveness of the property; that we achieve the savings with Local 54; and that we are successful in the package of government relief that we are looking for, both property tax and other, those kinds of buckets that I described earlier.

And so as Your Honor can see from that same pro forma EBITDA line, you know, we're generating, you know, reasonable EBITDAs, you know, starting in 2016 through the balance of the forecast period. We've shown in addition to the EBITDA line kind of the -- what we have is free cash flow and, obviously, you know, that's going to be important because we have to make kind of ongoing maintenance Cap X. So this is, you know, replacing mattresses that wear out, TVs that break, you know, holes in the walls, et cetera, things like that.

And so you can see, Your Honor, that, you know, that while the free cash flow isn't terrific, it's at least positive throughout the forecast period and so we believe creates a feasible business plan for the property on a going forward basis.

I think the other thing that I would draw the Court's attention to -- and really the only significant difference between this -- the two scenarios is the revenue line. And here we've made the assumption that with $100 million of fresh equity to improve the property and make it a more attractive place for folks to come, that we will improve our market share from roughly eight-and-a-half percent of the market -- the Atlantic City market to roughly ten percent of the Atlantic City market.

And then what we've assumed, which is consistent, unfortunately, with what has happened over the last several years is we've frankly assumed, Your Honor, that the market continues to shrink; that while our market share goes up a smidge from eight-and-a-half to ten, that the market overall shrinks around five percent as that regional competition that you've heard so much about continues to negatively affect all of the gaming participants in Atlantic City.

Q So the increase in the market share that you just discussed, Mr. Hardie, that assumption, where does that show? Is that between 2015 and 2016?

But, if not, that he would still close.

THE COURT: All right. Thank you.

MR. BRILLIANT: But, Your Honor, I had a --

THE COURT: Oh, yes.

MR. BRILLIANT: I had prepared, you know, a small closing, you know. Your Honor, the secured lenders, you know, support, you know, the motion that's been filed by the debtors. Your Honor, I think the evidence is, you know, overwhelming and clear that, without, you know, the concessions, the granting of the 1113 motion, you know, that the business just isn't viable.

Even with the, you know, concessions and, even with the concessions that are being asked of the state and the city, you know, the cash flows, you know, that Your Honor has seen, which, you know, we believe may be, you know, optimistic -- you know, requires an increase, you know, in market share and that the amount of the erosion of the business in Atlantic City, you know, will slow down on a go-forward basis.

But, even with that, there's barely, you know, cash flow, you know, break even. Even if you were to take out, you know the $9 million, you know, with respect to the --

THE COURT: The Plaza?

MR. BRILLIANT: -- Plaza, it's still not as if

this is a great economic business deal and this is, you know, something that's, you know, obvious. But, if you don't take (sic) out, you know, grant the 1113 motion, it's just not, you know, viable, even with all these other concessions.

This isn't a situation, Your Honor, where it has too much debt, you need to get rid of the, you know, interest payments. Even if you get rid of all the interest payments and you get everything else, you're barely, you know, -- even after putting in $100 million of additional dollars, you know, and improving the property. That being said, as I said, you know, Mr. Icahn, you know, is prepared to do, you know, through the entities, you know, that I represent, as I stated earlier.

You know, Your Honor, you know, at the end of the day, you know, the motion's being brought, you know, as Mr. Hardie said, to save jobs. And the real question, I think, that Your Honor, you know, has to, you know, ask yourself is does this meet the provisions in the bankruptcy code which will permit a reorganization. It doesn't mean that, you know, this is the last, you know, puzzle piece that makes the whole reorganization work.

But, without this, you know, will this, you know, permit there to be a reorganization? And, Your Honor, it will. It'll permit the debtor to get to the next step, to

C E R T I F I C A T I O N

We, Sherri L. Breach, Nicole Yawn and Sheila Orms, certify that the foregoing transcript is a true and accurate record of the proceedings.

Sherri Breach

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Sherri L. Breach

AAERT Certified Electronic Reporter & Transcriber CERT*D-397

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Date: October 17, 2014

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT

DISTRICT OF DELAWARE

In re:	:	Chapter 11
TRUMP ENTERTAINMENT RESORTS,	:	Case No. 14-12103(KG)
INC., ET AL.,	:	(Jointly Administered)
Debtors.	:	

United States Bankruptcy Court

824 North Market Street

Wilmington, Delaware

November 5, 2014

1:56 PM

B E F O R E :

HON KEVIN GROSS

U.S. BANKRUPTCY JUDGE

ECR OPERATOR: GINGER MACE

HEARING re Debtors' Motion for an 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 [D.I. 178, 10/1/14]

HEARING re Debtors' Application for an Order, Pursuant to Section 327(a) of the Bankruptcy Code, Authorizing the Retention and Employment of Sills Cummis & Gross P.C. as Special Counsel and Government Affairs/Regulatory Services Provider for the Debtors, Nunc Pro Tunc to September 24, 2014 [D.I. 250, 10/8/14]

HEARING re Debtors' Motion, Pursuant to Sections 105 and 362 of the Bankruptcy Code, for Entry of an Order, (I) Enforcing the Automatic Stay Against UNITE HERE Local 54, (II) Requiring UNITE HERE Local 54 to Issue a Letter Informing All Parties That Received Union Communications Regarding the Chapter 11 Cases That Such Communications Were Misleading and in Violation of the Automatic Stay, (III) Requiring UNITE HERE Local 54 to Provide the Debtors With a List of All Parties It Previously Distributed the Misleading Communications to, and (IV) Awarding the Debtors Attorneys' Fees and Expenses for UNITE HERE Local 54's Willful

Violation of the Automatic Stay [D.I. 251, 10/8/14]

HEARING re Application of the Official Committee of Unsecured Creditors of Trump Entertainment Resorts, Inc., et al. for Entry of an Order Authorizing the Employment and Retention of PricewaterhouseCoopers LLP as Financial Advisor Nunc Pro Tunc to September 26, 2014 [D.I. 289, 10/15/14]

HEARING re Motion of Irwin E. Harrison, Administrator of the Estate of Brian Harrison, Deceased, to Lift Automatic Stay Pursuant to 11 U.S.C. Section 362(d)(1) [D.I. 315, 10/16/14]

HEARING re Debtors' Application to Employ and Retain Ernst & Young LLP as Auditors and Tax Advisors, Nunc Pro Tunc to the Petition Date [D.I. 293, 10/15/14]

HEARING re Debtors' Motion for Entry of an Order, Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, Authorizing Debtor Trump Plaza Associates, LLC to Enter Into an Amendment to the Real Property Lease with Rainforest Café, Inc. [D.I. 296, 10/15/14]

HEARING re Debtors' Motion for an Order Authorizing and Approving Procedures for Settling Certain Claims and Causes of Action Brought or Threatened By or Against the Debtors

[D.I. 298, 10/15/14]

HEARING re Application of the Official Committee of Unsecured Creditors of Trump Entertainment Resorts, Inc., et al. for Entry of an Order Authorizing the Employment and Retention of Gibbons P.C. as Co-Counsel Nunc Pro Tunc to September 23, 2014 [D.I. 286, 10/15/14]

HEARING re Application of the Official Committee of Unsecured Creditors of Trump Entertainment Resorts, Inc., et al. for Entry of an Order Authorizing the Employment and Retention of The Law Office of Nathan A. Schultz, P.C. as Co-Counsel Nunc Pro Tunc to September 23, 2014 [D.I. 287, 10/15/14]

HEARING re Motion of the Official Committee of Unsecured Creditors for an Order (I) Establishing Procedures for Compliance with 11 U.S.C. §§ 1102(b)(3) and 1103(c) and (II) Approving the Retention of Prime Clerk [D.I. 299, 10/15/14]

HEARING re Disclosure Statement Hearing

HEARING re Debtors' Motion for Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the

Plan, Including (A) Approving Form and Manner of Solicitation Procedures, (B) Approving the Form and Notice of the Confirmation Hearing, (C) Establishing Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Form of Ballot, (E) Establishing Deadline for Receipt of Ballots, and (F) Approving Procedures for Vote Tabulations; (III) Establishing Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan, and (B) the Debtors' Proposed Cure Amounts for Unexpired Leases and Executory Contracts to be Assumed Pursuant to the Plan; and (IV) Granting Related Relief [D.I. 175, 10/1/14]

Transcribed by: Dawn South

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You know, we have been working with the debtors with respect to the plan obviously and with respect to, you know, the exit financing, and the exit financing that we -- we've sent them a commitment letter and we've been having conversations with them with respect to that. And in addition to, you know, the $100 million, which is subject to the, you know, the conditionality that I talked to Your Honor about at the 1113 hearing, they'd asked us in the context if we can't get any state funding and the casinos can't be made viable and therefore the Taj has to close they wanted an additional commitment for an exit financing in connection with that. And the proposed commitment letter that we sent to them, you know, includes that language as well. And so our sense is that, you know, we are working, you know, towards that.

With respect to DIP financing, Your Honor, you know, it's a -- as Your Honor knows from the 1113 hearing this is a very challenging situation, because not only do we have the seasonality issue currently, which is, you know, the casino never makes money at this time of the year --

THE COURT: Right.

MR. BRILLIANT: -- but the -- you know, the problem is, you know, we don't know whether it will ever make money, you know, because without the, you know, concessions from the city and the state with respect to the

real estate property taxes and the other issues it may be that the Taj is not in a position even with the 1113 order that Your Honor had entered, you know, to ever make money.

So, you know, we've been obviously closely monitoring the discussions, you know, that the debtors are having with the state, you know, and the city, to see whether or not, you know, that could become -- you know, there could be some progress there that can lead to the point where, you know, our clients have, you know, the comfort to provide DIP financing with some expectation that they'll be able to get the money back at some point in time.

You know, this is just unfortunately not the time of the year that one would want to put in additional dollars if you didn't have the expectation that the casino will still be open, you know, when the season comes back, you know, in the spring. So we are obviously closely monitoring that.

You know, the debtors, you know, are providing -- they've provided us some information with that, and you know, we'll just have to see where the negotiations go. Hopefully now that, you know, the -- you know, the elections are over, you know, the politicians will have time to -- you know, to focus on this, especially, you know, in light of the -- you know, the importance of the timing and keeping the casino opening -- open and the jobs, you know, that

C E R T I F I C A T I O N

I, Dawn South, certified that the foregoing transcript is a true and accurate record of the proceedings.

Dawn South

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