IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TRUMP ENTERTAINMENT RESORTS, INC., *et al*.,[1]	Case No. 14-12103 (KG)
	Jointly Administered
Debtors.	**Objection Deadline: March 5, 2015 at 4:00 p.m. (ET)** **Hearing Date: March 12, 2015 at 9:00 a.m. (ET)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER, PURSUANT TO SECTIONS 105(a) AND 365(a) OF THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT CERTAIN ENERGY SERVICE AGREEMENTS WITH THERMAL ENERGY, EFFECTIVE AS OF THE REJECTION EFFECTIVE DATE

Trump Entertainment Resorts, Inc. and its above-captioned affiliated debtors and debtors in possession (each, a "**Debtor**," and collectively, the "**Debtors**") hereby submit this motion (this "**Motion**") for the entry of an order, substantially in the form attached hereto as Exhibit A (the "**Proposed Order**"), pursuant to sections 105(a) and 365(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**"), (i) authorizing the Debtors to reject the Energy Service Agreements[2] with Thermal Energy, effective as of the date set forth in a signed letter (such letter for the given Energy Service Agreement, the "**Rejection Letter**") provided by the Debtors to Thermal Energy stating that Thermal Energy is no longer required to perform under the applicable Energy Service Agreement as of such date (such date for the given Energy Service Agreement, the "**Rejection Effective Date**"), which Rejection Effective Date shall not be (a) less than five (5) business days after the date of the applicable

[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.

[2] Capitalized terms used but not yet defined herein shall have the meanings ascribed to such terms below.

Rejection Letter and (b) later than the Effective Date (as defined in the Plan), and (ii) granting the Debtors certain related relief necessary and appropriate to implement and effectuate the rejection of the Energy Services Agreements, including, without limitation, terminating the Adequate Assurance Stipulation. In support of this Motion, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the "**Amended Standing Order**"). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are sections 105(a) and 365(a) of the Bankruptcy Code, and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

General Background

2. On September 9, 2014 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors' cases are being jointly administered for procedural purposes pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

3. On September 23, 2014, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") appointed the Committee of Unsecured Creditors (the "**Committee**") in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code.

4. On January 30, 2015, the Debtors filed the *Disclosure Statement for the Debtors' Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 840] (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Proposed Disclosure Statement**"). By Order dated January 30, 2015 [Docket No. 845], the Court approved the Proposed Disclosure Statement (as so approved, the "**Disclosure Statement**") as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and authorized the Debtors to solicit votes to accept or reject the *Debtors' Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto and as amended, modified or supplemented from time to time, the "**Plan**"), annexed as Exhibit 1 to the Disclosure Statement. A hearing to consider confirmation of the Plan is currently scheduled for March 12, 2015.

5. Additional information about the Debtors' business and the events leading up to the Petition Date can be found in the *Declaration of Robert Griffin in Support of Debtors' Chapter 11 Petitions and First-Day Motions and Applications* [Docket No. 2], which is incorporated herein by reference.

Background Relevant to the Relief Requested

6. Prior to the Petition Date, (i) Debtor Trump Entertainment Resorts Holdings, L.P. ("**TER Holdings**") and Thermal Energy Limited Partnership I ("**Thermal Energy**"), through their respective predecessors in interest, entered into that certain Thermal Energy Service Agreement, dated as of June 30, 1996 (as may have been amended, modified, extended or supplemented from time to time, the "**Taj Mahal Energy Services Agreement**"), and (ii) TER Holdings and Thermal Energy, through their respective predecessors in interest, entered into that certain Thermal Energy Service Agreement, dated as of September 26, 1996 (as may have been amended, modified, extended or supplemented from time to time, the "**Plaza**

Energy Services Agreement," and together with the Taj Mahal Energy Services Agreement, the "**Energy Services Agreements**"). As a result of certain extension agreements, the terms of the Taj Mahal Energy Services Agreement and the Plaza Energy Services Agreement have been extended until the end of December 2027 and October 2036, respectively.

7. Pursuant to the Energy Services Agreements, among other things: (i) Thermal Energy sells to TER Holdings steam and chilled water for the Trump Taj Mahal Casino Resort (the "**Taj Mahal**"), in the case of the Taj Mahal Energy Services Agreement, and for the Trump Plaza Hotel and Casino (the "**Plaza**"), in the case of the Plaza Energy Services Agreement, that is used to heat and cool these properties; and (ii) Thermal Energy maintains and operates certain production facilities that are located within the Taj Mahal and the Plaza and owned by the Debtors.

8. Specifically, Section 5.3 of the Taj Mahal Energy Services Agreement provides that "[t]itle to the Thermal Energy Production Facilities shall remain with [the Debtors] and [Thermal Energy] shall not remove, alter (except as otherwise required or permitted under [the Taj Mahal Energy Services Agreement]) or permit any lien to exist on such Thermal Energy Production Facilities." In turn, "Thermal Energy Production Facilities" is defined in the Taj Mahal Energy Services Agreement as "the chillers, boilers, cooling towers, pumps and all appurtenant equipment thereto, together with any and all parts, supplies and equipment installed or added thereto, and all improvements, additions or replacements made thereto (on the primary side) which constitute the steam and chilled water production facilities located at [the Taj Mahal], all as more specifically identified on Schedule 1(j) attached [to the Taj Mahal Energy Services Agreement]. Taj Mahal Energy Services Agreement, at § 1(j). Furthermore, Section 6

of the First Amendment to the Taj Mahal Energy Services Agreement vests ownership of certain additions to the facility in the Debtors.

9. Meanwhile, Section 5.4 of the Plaza Energy Services Agreement provides that "[t]itle to the Buyer Owned Thermal Energy Production Facilities and Emergency Electric Generating Facilities shall remain with [the Debtors] and [Thermal Energy] shall not remove, alter (except as otherwise required or permitted under [the Plaza Energy Services Agreement]) or permit any lien to exist on such Thermal Energy Production Facilities and Emergency Electric Generating Facilities." "Thermal Energy Production Facilities" is defined in the Plaza Energy Services Agreement as "the chillers, boilers, cooling towers, pumps and all appurtenant equipment thereto, together with any and all parts, supplies and equipment installed or added thereto, and all improvements, additions or replacements made thereto (on the primary side) which constitute the steam and chilled water production facilities located at [the Plaza], and shall include Buyer Owned Thermal Energy Production Facilities and Seller Owned Thermal Energy Production Facilities, all as more specifically identified on Schedule 1(l) attached [to the Plaza Energy Services Agreement]."[3] Plaza Energy Services Agreement, at § 1(l). Although the term "Buyer Owned Thermal Energy Production Facilities" is not defined elsewhere in the agreement or otherwise clarified on Schedule 1(l) to the Plaza Energy Services Agreement, throughout the term of the agreement, the Debtors and Thermal Energy have, at all times, treated the "Thermal Energy Production Facilities" as being owned by the Debtors, a result that is consistent with the other terms of, and the course of dealing between the Debtors and Thermal Energy under, the

[3] "Emergency Electric Generating Facilities" is defined as "the diesel generators, motors, pumps, heat exchangers, piping, valves, day tanks and starters ("Diesel Sets") and electric switchgear and transfer switches necessary to start and operate the Diesel Sets, and all appurtenant equipment thereto, together with any and all parts, supplies, meters and equipment installed or added thereto, which constitute the emergency electric generating facilities located at [the Plaza], including but not limited to those more specifically identified on Schedule 1(c) attached [to the Plaza Energy Services Agreement]." Plaza Energy Services Agreement, at § 1(c).

Plaza Energy Services Agreement, as well as the terms of the parties' similar relationship under the Taj Mahal Energy Services Agreement.

10. The production facilities at the Taj Mahal are fully operational and currently produce 100% of the chilled water and steam necessary for cooling and heating the Taj Mahal. With respect to the Plaza production facility, Thermal Energy previously exercised its right under the Plaza Energy Services Agreement to bypass the production facility, and instead utilizes its Midtown Thermal Control Center to provide steam and chilled water to the Plaza. As a result, the Plaza production facility is currently non-operational and has been mothballed for approximately ten years; nevertheless, as set forth more fully below, the Debtors, with the assistance of consulting engineers and their utility consultant, Energy Related Services ("**ERS**"), have determined that, with some amount of restoration, the Plaza production facility can be fully operational on a stand-alone basis.

11. Subsequent to the Petition Date, the Debtors and Thermal Energy entered into a stipulation (the "**Adequate Assurance Stipulation**") providing Thermal Energy with adequate assurance of future payment under section 366 of the Bankruptcy Code. As a result of the Adequate Assurance Stipulation, since the Petition Date, the Debtors and Thermal Energy have continued to perform under the Energy Services Agreements subject to the terms of such stipulation.

12. As an integral component of the Debtors' continuing efforts to preserve and maximize the value of their estates, to reduce potential administrative costs in these chapter 11 cases, to rationalize their cost structure going forward, and to successfully reorganize under chapter 11 of the Bankruptcy Code, the Debtors have evaluated the feasibility (financially and otherwise) of operating their production facilities at the Taj Mahal and the Plaza on a stand-

alone, in-house basis, in order to achieve a substantial reduction in the significant costs currently incurred by the Debtors in obtaining steam and chilled water through the Energy Services Agreements. For example, for 2014, the amounts invoiced to the Debtors were approximately $10 million under the Taj Mahal Energy Services Agreement and approximately $6.5 million under the Plaza Energy Services Agreement.

13. By rejecting the Energy Services Agreements and operating their production facilities on a stand-alone, in-house basis, the Debtors estimate that they will save, on an annual basis, approximately $5 million at the Taj Mahal and $4 million at the Plaza (as noted below, in the aggregate, the annual savings for 2015 for the Taj Mahal and the Plaza will be approximately $3 million less than these estimates in light of the fact that, until the applicable Rejection Effective Date, the Debtors will continue to receive services from Thermal Energy under the applicable Energy Services Agreement). Notably, these estimates already take into account the costs associated with the additional personnel and certain other related costs necessary to manage and maintain the production facilitates (including transitioning the necessary utility accounts into the name of the Debtors), services currently provided by Thermal Energy under the Energy Services Agreements. However, because it is not presently operational, the Plaza production facility must be restored by the Debtors before it can be operated on a stand-alone, in-house basis, and the Debtors estimate that they may incur approximately $1 million in one-time capital expenditures associated with the necessary restoration. Although these expenditures will offset the cost savings for the Plaza estimate noted above, the Debtors anticipate that, in the short term, there will still be a significant costs savings associated with rejecting the Plaza Energy Services Agreement and operating the Plaza on a stand-alone, in-house basis.

Relief Requested

14. By this Motion, the Debtors request the Court enter the Proposed Order, rejecting the Energy Services Agreements, effective as of the Rejection Effective Date.

15. In addition, although the Debtors are authorized pursuant to its terms to terminate the Adequate Assurance Stipulation without the need for an order of this Court, out of an abundance of caution and for the avoidance of doubt, the Proposed Order provides, among other things, that the Adequate Assurance Stipulation shall be terminated as to the Taj Mahal Energy Services Agreement and the Plaza Energy Services Agreement, in each case with such termination being effective as of the applicable Rejection Effective Date. In light of the Debtors' efforts to, among other things, preserve and maximize the value of their estates, and avoid incurring costs and expenses which are no longer integral to the Debtors and their chapter 11 efforts, the Debtors submit that this related relief is necessary and appropriate.

Basis for Relief

16. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The United States Court of Appeals for the Second Circuit has stated that "[t]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1098 (2d Cir. 1993) (quoting 2 Collier on Bankruptcy ¶ 365.01[1] (15th ed. 1993)).

17. The standard applied to determine whether the rejection of a contract or an unexpired lease should be authorized is the "business judgment" standard. See Sharon Steel Corp. v. Nat'l Fuel Gas Distr. Corp., 872 F.2d 36, 40 (3d Cir. 1989); In re HQ Global Holdings,

Inc., 290 B.R. 507, 513 (Bankr. D. Del. 2003) (stating a debtor's decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the product of bad faith, whim, or caprice). Once the debtor states a valid business justification, "[t]he business judgment rule is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interest of the company." Official Comm. of Subordinated Bondholders v. Integrated Res., Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)).

18. The business judgment rule is crucial in chapter 11 cases and shields a debtor's management from judicial second-guessing. See Comm. of Asbestos Related Litigants and/or Creditors v. Johns-Manville Corp., 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) ("The Code favors the continued operation of a business by a debtor and a presumption of reasonableness attached to a debtor's management decisions."). Generally, courts defer to a debtor in possession's business judgment to reject an executory contract or lease. See NLRB v. Bildisco & Bildisco, 465 U.S. 513, 523 (1984); In re Minges, 602 F.2d 38, 42 (2d Cir. 1979); In re Riodizio, 204 B.R. at 424-25; and In re G Survivor Corp., 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994).

19. Upon finding that the Debtors have exercised their sound business judgment in determining that rejection of the Energy Services Agreements is in the best interests of the Debtors and their estates, the Court should approve the proposed rejections under section 365(a) of the Bankruptcy Code. See, e.g., Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.), 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); Summit Land Co. v. Allen (In re Summit Land Co.), 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent

extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"). If a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an executory contract or unexpired lease. See, e.g., NLRG v. Bildisco & Bildisco, 462 U.S. at 523; Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.), 872 F.2d at 39-40.

20. As a key component of the Debtors' continuing efforts to preserve and maximize estate value, to reduce the potential administrative costs associated with these chapter 11 cases, to rationalize their cost structure moving forward, and to successfully reorganize though these chapter 11 proceedings, the Debtors have determined, in their business judgment, that the Energy Services Agreements are out-of-market, burdensome and provide no economic value to their estates. Because the Debtors, with the assistance of consulting engineers and their utility consultant, ERS, have determined that they can operate their production facilities at the Taj Mahal and the Plaza on a stand-alone, in-house basis, and that it is economically advantageous to the Debtors to do so, the Energy Service Agreements are simply unnecessary to the Debtors and their chapter 11 efforts. Indeed, if not rejected, the Energy Services Agreements will be a hindrance to the Debtors' ability to successfully reorganize, as the Debtors' Financial Projections prepared by the Debtors' management in connection with the Disclosure Statement and the Plan assume approximately $6 million in utilities savings for 2015, most of which can be achieved by operating the production facilities at the Taj Mahal and the Plaza on a stand-alone, in-house basis, starting in the second quarter of 2015.

21. The Debtors also believe that any continued expense in maintaining the Energy Services Agreements and attempting to market such agreements would outweigh, if not eclipse, any benefit in attempting to identify a potential acquirer of the agreements, and

unnecessarily deplete assets of the Debtors' estates to the detriment of creditors. Given the significant out-of-market costs and liabilities associated with the Energy Services Agreements (not to mention the substantial cure costs under section 365 of the Bankruptcy Code), the Debtors have determined, in their business judgment, that it is highly unlikely that the Debtors would be able to assume and assign the agreements to a third party in a manner that would justify the Debtors not rejecting the Energy Services Agreements at this time. In contrast, as set forth above, rejection of the Energy Services Agreements will represent a significant annual savings to the Debtors, and will be another necessary step towards the Debtors' successful prosecution of these chapter 11 cases.

22. In order to avoid potentially paying any unnecessary expenses related to the Energy Services Agreements, the Debtors seek to reject the Energy Services Agreements effective as of the Rejection Effective Date. The Court has routinely authorized a debtor's retroactive rejection of unexpired leases and executory contracts. See In re Chi-Chi's, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004); see also In re Fleming Cos., Inc., 304 B.R. 85, 96 (Bankr. D. Del. 2003) (rejection *nunc pro tunc* permitted to the date of the motion or the date the premises surrendered). Generally, courts have permitted retroactive rejection of an unexpired lease and executory contract when the non-debtor party to the agreement was given definite notice of the intention to reject. See, e.g., In re FLYi, Inc., Case No. 05-20011 (MFW) (Bankr. D. Del. Aug. 21, 2006).

23. The facts in these chapter 11 cases and the balance of the equities favor the Debtors' rejection of the Energy Services Agreements effective as of the Rejection Effective Date. Without a retroactive date of rejection, the Debtors may potentially incur unnecessary administrative charges for the Energy Services Agreements which, as previously set forth herein,

are not necessary to the Debtors or their chapter 11 efforts and represent significant costs and liabilities to the Debtors that are well out of market. Moreover, Thermal Energy will not be unduly prejudiced if the Energy Services Agreements are rejected effective as of the Rejection Effective Date because: (i) prior to the date hereof, the Debtors have advised counsel for Thermal Energy of the anticipated filing of this Motion; (ii) on the date hereof, the Debtors have served this Motion on Thermal Energy and its counsel by electronic and overnight mail, stating that the Debtors intend to reject the Energy Services Agreements effective as of the Rejection Effective Date; and (iii) the Debtors hereby represent (and will represent in the applicable Rejection Letter) that, effectively immediately as of the applicable Rejection Effective Date, Thermal Energy is no longer required to perform under the Taj Mahal Energy Services Agreement and the Plaza Energy Services Agreement, as the case may be. Therefore, based on the Debtors' desire to eliminate the potential accrual of any unnecessary costs and liabilities under the Energy Services Agreements, the Debtors respectfully submit that the rejection of the Energy Services Agreements effective as of the Rejection Effective Date is appropriate.

24. In light of the foregoing facts and circumstances, the Debtors respectfully submit that their rejection of the Energy Services Agreements under section 365(a) of the Bankruptcy Code, effective as of the Rejection Effective Date, is a sound exercise of their business judgment, and necessary, prudent and in the best interests of the Debtors, their estates, and their creditors. Accordingly, entry of the Proposed Order is appropriate.

Notice

25. Notice of this Motion has been provided to the following parties: (i) the U.S. Trustee; (ii) counsel to the Committee; (iii) counsel to the First Lien Agent; (iv) Thermal Energy and its counsel; and (v) all parties that, as of the filing of this Motion, have requested

notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

26. The Debtors have not previously sought the relief requested herein from this or any other Court.

Conclusion

WHEREFORE, the Debtors request entry of the Proposed Order, granting the relief requested herein and such other and further relief as is just and proper.

Dated: February 20, 2015
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Robert F. Poppiti, Jr.
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Counsel to the Debtors and Debtors-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
TRUMP ENTERTAINMENT RESORTS, INC., *et al*.,[1]	Case No. 14-12103 (KG)
	Jointly Administered
Debtors.	**Objection Deadline: March 5, 2015 at 4:00 p.m. (ET)** **Hearing Date: March 12, 2015 at 9:00 a.m. (ET)**

NOTICE OF MOTION

TO: (I) THE U.S. TRUSTEE; (II) COUNSEL TO THE COMMITTEE; (III) COUNSEL TO THE FIRST LIEN AGENT; (IV) THERMAL ENERGY AND ITS COUNSEL; AND (V) ALL PARTIES THAT, AS OF THE FILING OF THE MOTION, HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that Trump Entertainment Resorts, Inc. and its above-captioned affiliated debtors and debtors in possession (each, a "**Debtor**," and collectively, the "**Debtors**") have filed the attached **Debtors' Motion for Entry of an Order, Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Energy Service Agreements With Thermal Energy, Effective As of the Rejection Effective Date** (the "**Motion**").

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **March 5, 2015 at 4:00 p.m. (ET)** (the "**Objection Deadline**") with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON **MARCH 12, 2015 AT 9:00 A.M. (ET)** BEFORE THE HONORABLE KEVIN GROSS, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801.

[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.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: February 20, 2015
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Robert F. Poppiti, Jr.

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Counsel to the Debtors and Debtors-in-Possession

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	**Chapter 11**
TRUMP ENTERTAINMENT RESORTS, INC., et al.,[1]	**Case No. 14–12103 (KG)**
	Jointly Administered
Debtors.	**Ref. Docket No. _____**

ORDER, PURSUANT TO SECTIONS 105(a) AND 365(a) OF THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT CERTAIN ENERGY SERVICE AGREEMENTS WITH THERMAL ENERGY, EFFECTIVE AS OF THE REJECTION EFFECTIVE DATE

Upon consideration of the motion (the "**Motion**")[2] of the Debtors for the entry of an order, pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, (i) authorizing the Debtors to reject the Energy Service Agreements with Thermal Energy, effective as of the date set forth in a signed letter (such letter for the given Energy Service Agreement, the "**Rejection Letter**") provided by the Debtors to Thermal Energy stating that Thermal Energy is no longer required to perform under the applicable Energy Service Agreement as of such date (such date for the given Energy Service Agreement, the "**Rejection Effective Date**"), which Rejection Effective Date shall not be (a) less than five (5) business days after the date of the applicable Rejection Letter and (b) later than the Effective Date (as defined in the Plan), and (ii) granting the Debtors certain related relief necessary and appropriate to implement and effectuate the

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

rejection of the Energy Services Agreements, including, without limitation, terminating the Adequate Assurance Stipulation; and upon consideration of all pleadings related thereto; 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 as set forth herein.

2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Taj Mahal Energy Services Agreement and the Plaza Energy Services Agreement are hereby rejected by the Debtors, in each case with such rejection being effective as of the applicable Rejection Effective Date, which Rejection Effective Date shall not be (a) less than five (5) business days after the date of the applicable Rejection Letter and (b) later than the Effective Date.

3. The Adequate Assurance Stipulation is terminated as to the Taj Mahal Energy Services Agreement and the Plaza Energy Services Agreement, in each case with such termination being effective as of the applicable Rejection Effective Date; provided, however, that nothing in this Order is intended or shall be deemed to impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates and Thermal Energy with respect to the True-up

Process, which rights, for the avoidance of doubt, shall survive the termination of the Adequate Assurance Stipulation. Any post-petition amounts received by Thermal Energy from the Debtors pursuant to the Adequate Assurance Stipulation, including, without limitation, the Prepayment and the Catchup Payment, shall not be applied to (i) any prepetition claims of Thermal Energy against the Debtors and their estates, including, without limitation, any and all claims for damages arising from the Debtors' rejection of the Energy Services Agreements, or (ii) the 503(b)(9) Claim.[3]

4. Thermal Energy shall have until the date that is thirty (30) days following the applicable Rejection Effective Date to file any and all claims for damages arising from the Debtors' rejection of the Energy Services Agreements.

5. 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 Energy Services Agreements are limited to any remedies available under any applicable termination provisions of such agreements, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

6. 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.

7. The Debtors and their estates do not waive any claims that they may have against Thermal Energy, whether or not such claims arise under, are related to the rejection of, or are independent of the Energy Services Agreements.

[3] Capitalized terms used in this Paragraph but not otherwise defined herein shall have the meanings ascribed to them in the Adequate Assurance Stipulation.

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

9. The requirements in Bankruptcy Rule 6006 are satisfied.

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

Dated: March ____, 2015
Wilmington, Delaware

Kevin Gross
United States Bankruptcy Judge