

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

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In re: : **Chapter 11**
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TRUMP ENTERTAINMENT RESORTS, : **Case No. 14-12103 (KG)**
INC., et al.,¹ :
:
: **Jointly Administered**
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: **Debtors.** : **Ref. Docket No. 954**
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**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, 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; 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

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.

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 Energy Services Agreements are hereby rejected by the Debtors effective as of March 31, 2015 (the "**Rejection Effective Date**").

3. The Adequate Assurance Stipulation is terminated effective as of the 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. Unless otherwise agreed in writing by the Debtors and Thermal Energy, Thermal Energy shall have until the date that is thirty (30) days following the Rejection Effective

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

Date to file any and all claims for damages arising from the Debtors' rejection of the Energy Services Agreements (any such claim, a "**Rejection Damages Claim**").

5. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors and their estates or Thermal Energy with respect to any Rejection Damages Claims, and neither the Debtors and their estates nor Thermal Energy waive any claims that they may have against one another, whether or not such claims arise under, are related to the rejection of, or are independent of the Energy Services Agreements.

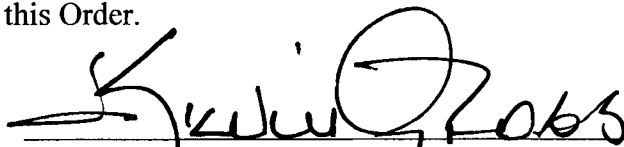
6. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

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

8. The requirements in Bankruptcy Rule 6006 are satisfied.

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

Dated: March 12, 2015
Wilmington, Delaware


Kevin Gross
United States Bankruptcy Judge