



157(b)(2); and it appearing that venue of this proceeding and this Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and the Court having determined that the Debtors' entry into the Second Amendment to the DIP Credit Agreement is an appropriate exercise of the Debtors' business judgment; and the DIP Agent and DIP Secured Parties having agreed to the terms of the Second Amendment to the DIP Credit Agreement and the entry of this Order; and after due deliberation and it appearing that sufficient cause exists for granting the requested relief and that the relief requested is in the best interest of the Debtors, their estates, and their creditors;

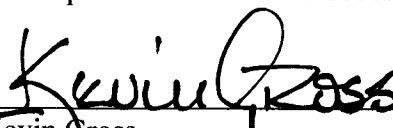
**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105, 361, 363, 364, 507, and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, and 9014, and Local Rule 4001-2, the Second Amendment to the DIP Credit Agreement and the Debtors' entry into the Second Amendment to the DIP Credit Agreement is hereby approved, and the Debtors are hereby authorized to perform all acts, and to make, execute and deliver all instruments and documents in connection therewith that may be reasonably required or necessary for the performance of their obligations under the Second Amendment to the DIP Credit Agreement.
3. The Final DIP Order is hereby amended as follows:
  - a. "DIP Credit Agreement" shall mean the DIP Credit Agreement as amended by the First Amendment to Superpriority Senior Secured Priming Debtor-in-Possession Credit Agreement, dated as of March 11, 2015, and the Second Amendment to Superpriority Senior Secured Priming Debtor-in-Possession Credit Agreement, dated as of October 11, 2015.
  - b. "Final Order" shall mean the Final DIP Order as amended by the *Order (I) Authorizing the Debtors to Amend the DIP Credit Agreement and (II) Amending the Final DIP Order on Account of Such*

*Amendment* [Docket No. 1144] and the *Order (I) Approving Further Amendment to the DIP Credit Agreement and (II) Further Amending the Final DIP Order on Account of Such Amendment*, dated as of Nov. 18, 2015.

- c. Paragraph 11(a)(iv) of the Final DIP Order is deleted in its entirety and replaced with the following: “June 30, 2016 (the “**DIP Maturity Date**”).”
4. The Fee Schedule annexed to the Final DIP Order shall be replaced with the schedule attached hereto as Exhibit 2.
5. Except as expressly set forth in this Order, the terms, provisions and conditions of, and relief granted by, the First DIP Amendment Order and the Final DIP Order are not altered and shall remain in full force and effect.
6. Notwithstanding any applicable provision of the Bankruptcy Code and the Bankruptcy Rules, the terms, provisions and conditions of, and relief granted by, this Order shall be effective immediately and enforceable upon its entry.
7. This Court shall retain jurisdiction to hear and determine any and all matters arising from or related to the interpretation or implementation of this Order.

Dated: November 18, 2015  
Wilmington, Delaware

  
\_\_\_\_\_  
Kevin Gross  
United States Bankruptcy Judge

**Exhibit 1**

Second Amendment to the DIP Credit Agreement

## EXECUTION VERSION

### SECOND AMENDMENT TO SUPERPRIORITY SENIOR SECURED PRIMING DEBTOR-IN-POSSESSION CREDIT AGREEMENT

SECOND AMENDMENT (this "Amendment"), dated as of October 30, 2015, among Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., TERH LP Inc., Trump Plaza Associates, LLC, Trump Marina Associates, LLC, Trump Taj Mahal Associates, LLC, Trump Entertainment Resorts Development Company, LLC, TER Development Co., LLC, and TERH LP Inc., as Loan Parties, IEH Investments I LLC, as Initial Lender, and Icahn Agency Services LLC, as Administrative Agent and Collateral Agent, to that certain Superpriority Senior Secured Priming Debtor-in-Possession Credit Agreement dated as of February 5, 2015 among such parties (such agreement, as amended by the First Amendment thereto dated as of March 11, 2015, the "DIP Credit Agreement"; capitalized terms not otherwise defined herein being used herein as defined in the DIP Credit Agreement).

#### WITNESSETH:

WHEREAS, the parties hereto ("Parties") are party to the DIP Credit Agreement; and

WHEREAS, the Parties desire to amend the DIP Credit Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The definition of "Material Adverse Effect" set forth in Article I of the DIP Credit Agreement is hereby amended by adding the following new sentence at the end of such definition: "Notwithstanding the foregoing, any reversal or modification of the CBA Order shall not be deemed to constitute a Material Adverse Effect so long as no Event of Default resulting from such reversal or modification exists under Section 6.01(c) (after giving effect to the 65-day period set forth therein)".

2. The definition of "Maturity Date" set forth in Article I of the DIP Credit Agreement is hereby amended by replacing "December 31, 2015" in clause (a) thereof with "June 30, 2016".

3. Section 3.02(a) of the DIP Credit Agreement is hereby amended by inserting the following parenthetical immediately after the phrase "no Default": "(other than any Default arising under Section 6.01(c) from a reversal or modification of the CBA Order)".

4. Section 3.02(h) of the DIP Credit Agreement is hereby amended by inserting the following language at the end of such provision: "provided, however, any reversal or modification of the CBA Order shall not be deemed to constitute such a prohibition, restriction or imposition of a materially adverse condition so long as no Event of Default resulting from such reversal or modification exists under Section 6.01(c) (after giving effect to the 65-day period set forth therein)".

5. Section 6.01(c) of the DIP Credit Agreement is hereby amended to read in its entirety as follows: “the CBA Order (as defined in the Plan of Reorganization) shall be reversed or modified on appeal in a manner adverse to the Lenders or the Loan Parties and such reversal or modification shall remain in effect for more than 65 days.”

6. Effectiveness. This Amendment (i) shall become effective against the Lender Parties and the Agents when executed and delivered by the Loan Parties, the Lender Parties and the Agents, provided, however, that if on or prior to December 4, 2015 the Bankruptcy Court shall not have approved this Amendment pursuant to an order in form and substance reasonably satisfactory to the Loan Parties and the Administrative Agent, or if on or prior to December 28, 2015 such order shall not have become a Final Order, then this Amendment shall become and be retroactively ineffective against the Lender Parties and the Agents and shall be deemed to have never been binding on any thereof at any time; and (ii) shall become effective against the Loan Parties on the first date on which the Bankruptcy Court shall have approved this Amendment pursuant to an order in form and substance reasonably satisfactory to the Loan Parties and the Administrative Agent.

7. Severability. All provisions of this Amendment are severable, and the unenforceability or invalidity of any of the provisions of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Amendment. In the event that any part of this Amendment is held invalid or unenforceable in any jurisdiction, the invalid or unenforceable portion or portions shall be removed (and no more) only in that jurisdiction, and the remainder shall be enforced as fully as possible (removing the minimum amount possible) in that jurisdiction.

8. Counterparts. Any number of counterparts of this Amendment, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, and all such counterparts taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page and this Amendment by facsimile, email or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

9. Modifications. Except as expressly modified hereby, each Loan Document shall remain in full force and effect and be unchanged hereby. This Amendment shall not be amended or otherwise modified without the prior written consent of each of the Parties.

10. Binding Effect. This Amendment shall be binding upon, and shall inure to the benefit of, each of the Parties and their respective successors and assigns.

11. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York, without regard to its conflicts of law principles.

12. Section Headings. The Section headings herein are intended for convenience only and shall be ignored in construing this Amendment.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

ICAHN AGENCY SERVICES, LLC  
as Administrative Agent and Collateral Agent

By: Icahn Capital LP, its sole member

By: 


Name: \_\_\_\_\_

Sung Hwan Cho

Title: \_\_\_\_\_

CEO


IEH INVESTMENTS I LLC  
as an Initial Lender

By:   
Name: Sung Hwan Cho  
Title: CFO

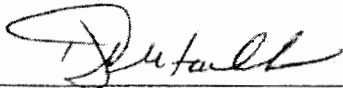


TRUMP ENTERTAINMENT RESORTS  
HOLDINGS, L.P.,  
as a Loan Party

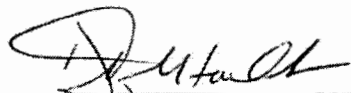
By: Trump Entertainment Resorts, Inc.,  
its general partner

By:   
Name: DANIEL MCFADDEN  
Title: CFO

TRUMP ENTERTAINMENT RESORTS INC.,  
as a Loan Party

By:   
Name: DANIEL MCFADDEN  
Title: CFO

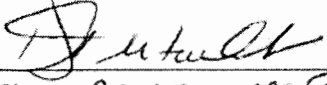
TERH LP Inc.,  
as a Loan Party

By:   
Name: DANIEL MCFADDEN  
Title: PRESIDENT

TRUMP MARINA ASSOCIATES, LLC;  
TRUMP PLAZA ASSOCIATES, LLC;  
TRUMP TAJ MAHAL ASSOCIATES, LLC;  
TRUMP ENTERTAINMENT RESORTS  
DEVELOPMENT COMPANY, LLC;  
TER DEVELOPMENT COMPANY, LLC;  
each as a Loan Party

By: Trump Entertainment Resorts Holdings, L.P.,  
their sole member

By: Trump Entertainment Resorts, Inc.,  
its general partner

By:   
Name: DANIEL MCFADDEN  
Title: CFO

**Exhibit 2**

Amended Fee Schedule

