

U.S. BANKRUPTCY COURT
FILED
CAMDEN, NJ

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JAMES J. WALDRON

BY: J
DEPUTY CLERK

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

Caption in compliance with D.N.J. LBR 9004-2(c)

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Debtors: TCI 2 HOLDINGS, LLC, et al.

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Case Nos. 09-_____ (_____) and 09-_____ (_____) _____

Caption of Order: INTERIM ORDER AUTHORIZING THE DEBTORS TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS AND APPROVING PROCEDURES RELATED THERETO

In re:

TCI 2 HOLDINGS, LLC, et al.¹

Debtors.

Chapter 11

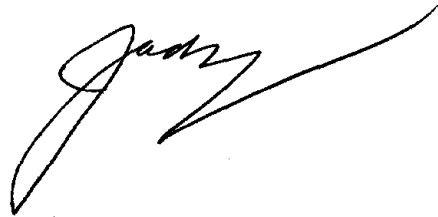
Case No.: _____

FINAL ORDER AUTHORIZING THE DEBTORS TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS AND APPROVING PROCEDURES RELATED THERETO

The relief set forth on the following page, numbered two (2) through six (6), is hereby

ORDERED

2/20/09



¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: TCI 2 Holdings, LLC (0526); Trump Entertainment Resorts, Inc. (8402); Trump Entertainment Resorts Holdings, L.P. (8407); Trump Entertainment Resorts Funding, Inc. (8405); Trump Entertainment Resorts Development Company, LLC (2230); Trump Taj Mahal Associates, LLC, d/b/a Trump Taj Mahal Casino Resort (6368); Trump Plaza Associates, LLC, d/b/a Trump Plaza Hotel and Casino (1643); Trump Marina Associates, LLC, d/b/a Trump Marina Hotel Casino (8426); TER Management Co., LLC (0648); and TER Development Co., LLC (0425).

Debtors: TCI 2 HOLDINGS, LLC, et al.

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A motion (the "Motion")² for an Order under sections 105(a), 363(b), 1107 and 1108 of Title 11 of the United States Code, 11 U.S.C. (the "Bankruptcy Code") authorizing the Debtors to pay prepetition claims of critical vendors was filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"). After reviewing the Motion, which has been designated by counsel as requiring expedited consideration and for good cause shown and having heard the statements of counsel in support of relief requested therein at a hearing thereon (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); the Court finding that notice of the Motion given by the Debtors was sufficient under the circumstances; the Court finding that paying in the ordinary course of the Debtors' business those certain prepetition claims of critical vendors described in the Motion is reasonable and necessary to the Debtors' ongoing business and successful reorganization; the Court finding that absent the Debtors' payment of the Undisputed Claims in the ordinary course of business, the Debtors' business operations could be disrupted, and their prospects for a successful reorganization would be jeopardized by creditors' refusal to do future business with the Debtors, and/or by the Debtors' inability to replace such creditors in an efficient and economic manner; the Court finding that payment by the Debtors of the certain prepetition claims of critical vendors in the ordinary course of business will likely result in a substantial benefit to all creditors of the Debtors; the Court being fully advised and having determined that the legal and factual bases set

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

Debtors: TCI 2 HOLDINGS, LLC, et al.

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Case Nos. 09-_____ (_____) and 09-_____ (_____) _____

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forth in the Motion and during the Hearing on the Motion establish just cause for the relief herein granted; and after due deliberation,

IT IS HEREBY ORDERED,

1. The Motion is GRANTED.
2. The Debtors are authorized to pay or honor prepetition obligations to essential vendors that the Debtors believe provide goods or goods and services that are critical to the Debtors' business operations (collectively, the "Critical Vendors") to the extent that the Debtors deem, in the exercise of their business judgment, and after negotiation, that such payment is necessary to ensure that the particular Critical Vendor will provide such necessary goods and services to the Debtors on a postpetition basis.
3. The Debtors are authorized to pay all or part of the prepetition claims of Critical Vendors (the "Critical Vendor Claims") in an amount up to \$^{16,979,690}~~17,550,000~~ in Critical Vendor Claims in the aggregate on a final basis pursuant to those certain Procedures for Payment of Critical Vendor Clams, attached hereto as Exhibit 1 and incorporated by reference herein (the "Trade Procedures"), which are hereby approved in their entirety.
4. The Debtors shall maintain a summary list of all payments to Critical Vendors and provide updated copies of such list to the Office of the United States Trustee for the District of New Jersey (the "United States Trustee") on a monthly basis on or before the 30th day following the end of each month in which payments are made
5. In accordance with this Order and any other order of this Court, each of the financial institutions at which the Debtors maintain their accounts relating to the payment of the Critical Vendor Claims are directed to honor checks presented for payment and all fund transfer requests

Debtors: TCI 2 HOLDINGS, LLC, et al.

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Case Nos. 09-_____ (_____) and 09-_____ (_____)

Caption of Order: INTERIM ORDER AUTHORIZING THE DEBTORS TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS AND APPROVING PROCEDURES RELATED THERETO

made by the Debtors related thereto, to the extent that sufficient funds are on deposit in such accounts.

6. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

7. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

8. Notwithstanding the possible applicability of Rules 6004, 7062, and 9014 of the Bankruptcy Rules, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

11. Nothing contained in this Order, and no payment made by the Debtors hereunder, shall be deemed to constitute an assumption or rejection of any executory contract, prepetition or postpetition agreement between the Debtors and any claimant, or to require the Debtors to make any of the payments authorized herein.

12. The requirement pursuant to D.N.J. LBR 9013-2 that the Debtors file a memorandum of law in support of the Motion is hereby waived.

Exhibit A

PROCEDURES FOR PAYMENT OF CRITICAL VENDOR CLAIMS

On February 17, 2009 (the "Petition Date"), each of the above-captioned debtors (the "Debtors") filed a petition for relief under title 11 of the Bankruptcy Code, in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"). On the Petition Date, the Debtors filed the Motion of the Debtors for Entry of Interim and Final Orders Authorizing the Debtors To Pay Certain Prepetition Claims of Critical Vendors and Approving Procedures Related Thereto (the "Motion"). On February 20, 2009, the Bankruptcy Court entered the Interim Order Authorizing the Debtors To Pay Certain Prepetition Claims of Critical Vendors and Approving Procedures Related Thereto (the "Interim Order"). Pursuant to the Interim Order, the Bankruptcy Court approved the following procedures (these "Trade Procedures") for the payment of certain prepetition trade claims of critical vendors (collectively, the "Critical Vendors")

1. Designation of Critical Vendors. Subject to the Order and in accordance with the Motion, the Debtors, in the exercise of their business judgment, are authorized to pay certain prepetition claims of Critical Vendors to ensure such vendors will continue to provide necessary goods and services to the Debtors on a postpetition basis (collectively, the "Critical Vendor Claims").

2. Customary Trade Terms. In return for payment of Critical Vendor Claims, the Debtors will use their best efforts to condition payment to any Critical Vendor upon an agreement by such Critical Vendor to continue supplying goods and services to the Debtors on terms that are acceptable to the Debtors in light of historical practices between the parties (the "Customary Trade Terms"). The Debtors reserve the right to negotiate Customary Trade Terms with any Critical Vendor demanding terms less favorable to the Debtors for the postpetition delivery of goods and services (to the extent the Debtors determine such terms are necessary to procure essential goods or services).

3. Designation of Critical Vendor Payments. To commit the Critical Vendors to Customary Trade Terms, the Debtors will send a letter to the Critical Vendors, substantially in the form attached hereto as Exhibit 1 and incorporated by reference herein, along with a copy of the Order. The checks used to pay Critical Vendor Claims (to the extent checks are issued) or the letter attached hereto as Exhibit 1 (to the extent payments are made by electronic transfer) will contain a legend substantially in the following form:

By accepting this check, the payee agrees: (a) to provide the payor and its affiliates with normalized trade credit and provide other business terms on a postpetition basis, including with respect to any applicable credit limits, pricing, and the provision of equivalent levels of service, on terms the Debtors deem favorable for the duration of the payor's chapter 11 case, identified as Case No. __, pending in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and (b) upon request, to release to the payor any property of the payor in the payee's

possession. The payee hereby submits to the jurisdiction of the Bankruptcy Court for the enforcement of such agreement.

4. Binding Trade Agreement. The letter sent to Critical Vendors, once agreed to and accepted by such Critical Vendor, shall constitute a legally binding contractual arrangement between the parties governing their commercial trade relationship (as executed, each, a "Trade Agreement"). The Debtors will enter into Trade Agreements, if and at that time when they determine, in their business judgment, that such an agreement is necessary to their postpetition operations. Each Trade Agreement shall include, without limitation, the following information and terms:

- a. the amount of such Critical Vendor's estimated prepetition trade claims, accounting for any setoffs, other credit, and discounts thereto, shall be as mutually determined in good faith by the Critical Vendors and the Debtors (but such amount shall be used only for the purposes of the Trade Agreement and shall not be deemed a claim allowed by the Bankruptcy Court and the rights of all interested persons to object to such claim shall be fully preserved until further order of the Bankruptcy Court);
- b. the Critical Vendor's agreement to be bound by the normal and customary trade terms, practices, and programs (including, without limitation, credit limits, pricing, cash discounts, timing of payment, allowances, rebates, and other applicable terms and programs), (i) which were most favorable to the Debtors and in effect between such Critical Vendors and the Debtors on a historical basis for the period within 180 days of the Petition Date, or (ii) such other trade terms as agreed by the Debtors and such Critical Vendors, or (iii) such other trade terms, practices, and programs that are at least as favorable as those that were in effect prepetition in the Debtors' sole discretion;
- c. the Critical Vendor's agreement not to file or otherwise assert against any or all of the Debtors, their estates, or any other person or entity, or any of their respective assets or property (real or personal) any lien (each, a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted), related in any way to any remaining prepetition amounts allegedly owed to the Critical Vendors by the Debtors arising from agreements entered into prior to the Petition Date and, that, to the extent that the Critical Vendor has previously obtained such a Lien, the Critical Vendor shall immediately take all necessary actions to the remove such Lien;
- d. the Critical Vendor's acknowledgement that it has reviewed the terms and provisions of the Order and consents to be bound hereby;

- e. the Critical Vendor's agreement that it will not separately assert or otherwise seek payment for reclamation claims outside of the terms of the Order, unless the Critical Vendor's participation in the trade payments authorized by the Order is terminated; provided that such claims, if thereafter raised by the Critical Vendor as permitted by the Order, shall be treated as though raised on the date of the Order; and
- f. if either the trade payments authorized by the Order or the Critical Vendor's participation therein terminates, or a Critical Vendor who has received payment of a prepetition claim later refuses to continue to supply goods to the Debtors on Customary Trade Terms, subject to defenses, any payments received by the Critical Vendor on account of such Critical Vendor's prepetition claim will be deemed to have been in payment of then outstanding postpetition obligations owed to such Critical Vendor and such Critical Vendor shall repay immediately to the Debtors any payments made to it on account of such payments exceeding the postpetition obligations then outstanding, without the right of any setoffs, claims, provision for payment of reclamation or trust fund claims, or otherwise.

5. Termination of the Trade Agreement. All Trade Agreements shall be deemed to have terminated, together with the other benefits to Critical Vendors set forth in the Order, upon entry of an order converting the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code,

6. Conditional Waiver. In the event a vendor, not meeting the conditions for payment set forth in the Motion, attempts to exert leverage against the Debtors by threatening (notwithstanding its legal obligations) to withhold certain shipments unless it is paid in full for its prepetition claim, the Debtors will waive, in their sole discretion, the conditions set forth herein and in the Motion for payment of a Critical Vendor Claim (each, a "Waiver") and pay conditionally the claim of a threatening or non-conforming vendor (each, a "Non-Conforming Vendor"),

7. Notice of Waiver. In the event that the Debtors elect to grant a Waiver to a Non-Conforming Vendor, the Debtors will file a notice of waiver, substantially in the form attached hereto as Exhibit 2 and incorporated by reference herein (the "Notice of Waiver") and a proposed order to show cause, substantially in the form attached hereto as Exhibit 3 and incorporated by reference herein (the "Order to Show Cause") with the Bankruptcy Court within five (5) business days of payment pursuant to the Waiver. The Debtors will serve any such Notice of Waiver and Order to Show Cause on the notice parties set forth in the Motion and any such Non-Conforming Vendor.

8. Hearing on the Order To Show Cause. At the first regularly scheduled hearing occurring at least five (5) days following entry of the Order to Show Cause by the Bankruptcy Court, the Non-Conforming Vendor will be required to appear before the Bankruptcy Court and demonstrate why such Non-Conforming Vendor is not in violation of the automatic stay of section 362 of the Bankruptcy Code,

9. Remedies for Violation. Should the Bankruptcy Court determine that the Non-Conforming Vendor's conduct has violated the terms of the Order or any applicable provision of the Bankruptcy Code, the Non-Conforming Vendor will be required to disgorge the payments made by the Debtors pursuant to the Waiver, plus attorneys' fees and interest accrued on such amount at the rate specified by the Bankruptcy Court, within three (3) business days of entry of the order holding such Non-Conforming Vendor in violation. Furthermore, the Debtors expressly reserve their right to file any motions, adversary complaints, or other pleadings that they determine in their sole and absolute discretion are necessary or appropriate to pursue other remedies including, without limitation, injunctive relief.

10. Effect of Payment. Any Critical Vendor who accepts payment of all or a portion of their prepetition claims from the Debtor pursuant to the Order shall be deemed to (a) agree to the terms and provisions of the Order and (b) have waived, to the extent so paid, (i) any and all prepetition claims, of any type, kind, or priority (including any reclamation claim), against the Debtors, their assets and properties, and any funds or amounts held in trust by the Debtors and (ii) the right to demand a lump-sum payment for amounts outstanding but not yet payable upon consummation of the Debtors' plan of reorganization.

11. Reservation of Rights. Nothing in the Order, the Motion, or these Trade Procedures shall be construed as prejudicing any right the Debtors may have to contest the amount of or basis for any prepetition obligations owed to any Critical Vendor.

Exhibit 1

[Company Letterhead]

[_____] , 2009

[Vendor Name]

[Vendor Address]

RE: TCI 2 HOLDINGS, LLC, et al., Case No. ()

Dear Valued Vendor:

As you are no doubt aware, TCI 2 HOLDINGS, LLC, and its affiliates (collectively, the "Company") filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") on February 17, 2009 (the "Petition Date"). On the Petition Date, the Company requested the Bankruptcy Court's authority to pay certain vendors in recognition of the critical nature of their relationship with such vendors and their desire that the bankruptcy cases have as little effect on these critical vendors as possible (collectively, the "Critical Vendors"). On February __, 2009, the Bankruptcy Court entered an order (the "Order") authorizing the Company, under certain conditions, to pay a portion of the pre-bankruptcy claims of certain Critical Vendors that agree (a) to the terms set forth in this letter agreement (this "Trade Agreement") and (b) to be bound by the terms of the Order. A copy of the Order is enclosed.

In order to receive payment on pre-bankruptcy claims, each Critical Vendor must agree to continue to supply goods to the Company based on "Customary Trade Terms" which, as set forth in the Order, are generally defined as: (a) the normal and customary trade terms, practices and programs (including, without limitation, credit limits, pricing, cash discounts, timing of payments and allowances), which were most favorable to the Company and in effect between such Critical Vendor and the Company on a historical basis within 180 days of the Petition Date; (b) such other trade terms as agreed to by the Debtors and such Critical Vendors; or (c) such other trade terms, practices and programs that are at least as favorable as those that were in effect prepetition in the Debtors' sole discretion.

For purposes of administration of this Critical Vendor payment program as authorized by the Bankruptcy Court (the "Vendor Payment Program"), the Company and you agree as follows:

2. The estimated balance of the pre-bankruptcy trade claim (net of any setoffs, credits, or discounts) (the "Trade Claim") is \$[_____].
3. The Company will provisionally pay you \$[_____] of your Trade Claim and this payment will be applied to your most recent invoices.
4. You will hereafter extend to the Debtors terms at least as good as all Customary Trade Terms.
5. The open trade balance or credit line that you will extend to the Company for shipment of goods after the Petition Date is \$[_____] (which shall not be less than the greater of the open trade balance outstanding (a) on the Petition Date

and (b) on normal and customary terms on a historical basis for the period 180 days before and up to the Petition Date). You agree to use commercially reasonable steps to fully service the Company as requested pursuant to the terms set forth herein,

6. In consideration for payment of all or a portion of your Trade Claim, you agree not to file or otherwise assert against the Company, their assets, or any other person or entity (or any of their respective assets or property, whether real or personal), any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining pre-bankruptcy amounts allegedly owed to you by the Company arising from agreements entered into prior to the Petition Date. Furthermore, if you have taken steps to file or assert such a lien prior to entering into this Trade Agreement, you agree to take the necessary steps to remove such lien as soon as possible.
7. You agree that you shall not require a lump-sum payment upon confirmation of a plan in these chapter 11 cases on account of any administrative expense priority claim that you may assert but, instead, agree that such claims will be paid in the ordinary course of business after confirmation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Company.

Payment of your Claim in the manner set forth in the Order may occur only upon execution of this letter by a duly authorized representative of your company and the return of this letter to the Debtors. Your execution of this letter agreement and return of the same to the Debtors constitutes an agreement by you and the Debtors. You agree to be bound by the Order and you submit to the jurisdiction of the Bankruptcy Court for enforcement thereof, and you further agree and/or represent:

1. to the Customary Trade Terms and, subject to the reservations contained in the Order, to the amount of the Trade Claim set forth herein;
2. that, for a period of no less than one (1) year from the Petition Date, you will continue to supply the Company with goods pursuant to the Customary Trade Terms, and that the Company will pay for such goods in accordance with the Customary Trade Terms;
3. that you have reviewed the terms and provisions of the Order and that you consent to be bound by such terms;
4. that you will not separately seek payment for reclamation and similar claims outside the terms of the Order unless your participation in the Vendor Payment Program is terminated; and
5. that (a) if either the Vendor Payment Program or your participation therein terminates, as provided in the Order or (b) you later refuse to continue to supply goods to the Company on Customary Trade Terms, any payments received by you on account of your Trade Claim will be deemed to have been in payment of then outstanding postpetition obligations owed to you and, further, that you will repay immediately to the Company any payments made to you on account of your Trade

Claim to the extent that the aggregate amount of such payments exceeds the postpetition obligations then outstanding without the right of any setoffs, claims, provision for payment of reclamation or trust fund claims, or otherwise.

The Company and you also hereby agree that any dispute with respect to this Trade Agreement, the Order and/or your participation in the Vendor Payment Program shall be determined by the Bankruptcy Court

If you have any questions about this Trade Agreement or our financial restructuring, do not hesitate to call [] at [].

Sincerely,

[Applicable Debtor]

By:

Title:

Dated:

Agreed and Accepted by:

[Name of Vendor]

By:

Title:

Dated:

Exhibit 2

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

Caption in compliance with D.N.J. LBR 9004-2(c)

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:
TCI 2 HOLDINGS, LLC, et al.,²
Debtors.

Chapter 11
Case No.: _____

NOTICE OF WAIVER

PLEASE TAKE NOTICE that on February 17, 2009, the above-captioned debtors and debtors in possession (the "Debtors") filed the Motion of the Debtors for Entry of Interim and Final Orders Authorizing the Debtors To Pay Certain Prepetition Claims of Critical Vendors (the "Motion").

PLEASE TAKE FURTHER NOTICE that on February __, 2009, the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") entered an order granting the relief requested in the Motion (the "Order").

PLEASE TAKE FURTHER NOTICE that, pursuant to the authority granted to the Debtors pursuant to the Order, the Debtors have determined to waive the conditions for payment of a prepetition claim under the Critical Vendor Claims Cap (as defined in the Motion) with respect to [INSERT NAME OF VENDOR] ("Vendor") and conditionally paid \$[_____] of the prepetition claim of Vendor on [DATE].

PLEASE TAKE FURTHER NOTICE that contemporaneously herewith, the Debtors are filing a proposed Order to Show Cause requesting that the Bankruptcy Court order Vendor to appear before the Bankruptcy Court at a hearing to be held on [_____] , 2009 at __: __ a.m./p.m.

² The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: TCI 2 Holdings, LLC (0526); Trump Entertainment Resorts, Inc. (8402); Trump Entertainment Resorts Holdings, L.P. (8407); Trump Entertainment Resorts Funding, Inc. (8405); Trump Entertainment Resorts Development Company, LLC (2230); Trump Taj Mahal Associates, LLC, d/b/a Trump Taj Mahal Casino Resort (6368); Trump Plaza Associates, LLC, d/b/a Trump Plaza Hotel and Casino (1643); Trump Marina Associates, LLC, d/b/a Trump Marina Hotel Casino (8426); TER Management Co., LLC (0648); and TER Development Co., LLC (0425).

prevailing Eastern Time, before the assigned United States Bankruptcy Judge, at the United States Bankruptcy Court, United States Post Office and Courthouse, Second Floor, 401 Market Street, Camden, New Jersey 08101 (the "Hearing") and demonstrate why Vendor should not be held in violation of the automatic stay provisions of 11 U.S.C. § 362.

Dated:

Respectfully submitted,
McCARTER & ENGLISH, LLP

By: _____

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Proposed Co-Counsel for Debtors and Debtors in Possession

Exhibit 3

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

Caption in compliance with D.N.J. LBR 9004-2(c)

McCARTER & ENGLISH, LLP

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

TCI 2 HOLDINGS, LLC, et al.,³

Debtors.

Chapter 11

Case No.: _____

ORDER TO SHOW CAUSE

Upon the motion, dated February 17, 2009, of the above-captioned debtors and debtors in possession (the "Debtors")', for Entry of Interim and Final Orders Authorizing the Debtors To Pay Certain Prepetition Claims of Critical Vendors and Approving Procedures Related Thereto (the "Motion"), and upon the order of this Court, entered February ___, 2009 (the "Order"), granting the relief requested in the Motion; and upon the Debtors' notice of waiver, dated [_____], with respect to [NAME OF VENDOR] ("Vendor"); and it appearing that proper and adequate notice of the Debtors' request for entry of this Order to Show Cause (the "Order to Show Cause") has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is HEREBY ORDERED:

1. The Debtors have complied with the procedures provided in the Order in determining to waive the conditions for payment of a prepetition claim under the Critical Vendor Claims Cap with respect to Vendor and conditionally paying \$[_____] of the prepetition claim of Vendor on [DATE].
2. Vendor is hereby ordered to show cause before this Court at a hearing to be held on [_____], at [__:__] a.m./p.m. prevailing Eastern Time, before the assigned United States Bankruptcy Judge, at the United States Bankruptcy Court, United States Post

³ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: TCI 2 Holdings, LLC (0526); Trump Entertainment Resorts, Inc. (8402); Trump Entertainment Resorts Holdings, L.P. (8407); Trump Entertainment Resorts Funding, Inc. (8405); Trump Entertainment Resorts Development Company, LLC (2230); Trump Taj Mahal Associates, LLC, d/b/a Trump Taj Mahal Casino Resort (6368); Trump Plaza Associates, LLC, d/b/a Trump Plaza Hotel and Casino (1643); Trump Marina Associates, LLC, d/b/a Trump Marina Hotel Casino (8426); TER Management Co., LLC (0648); and TER Development Co., LLC (0425).

Office and Courthouse, Second Floor, 401 Market Street, Camden, New Jersey 08101 (the "Hearing") why the Vendor should not be held in violation of the automatic stay provision of 11 U.S.C. § 362 for willfully threatening to withhold essential goods from the Debtors under one or more contracts between the Debtors and Vendor, which action was automatically stayed by the Debtors' filing of voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

3. Service of this Order to Show Cause is to be made by service upon [_____]. No further notice of the Hearing or of the entry of this Order to Show Cause need be served by the Debtors,
4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

General Information

Court	United States Bankruptcy Court for the District of New Jersey; United States Bankruptcy Court for the District of New Jersey
Docket Number	1:09-bk-13654
Status	Closed