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.	
	Hearing Date: November 5, 2014 at 11:00 a.m. (prevailing ET)
	Objection Deadline: October 29, 2014 at 4:00 p.m. (prevailing ET)

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

Trump Entertainment Resorts, Inc. ("**TER**") and its above captioned debtors and debtors-in-possession (each a "**Debtor**," and collectively, the "**Debtors**"), hereby submit this motion (the "**Motion**") for the entry of a proposed order, substantially in the form attached hereto as Exhibit I (the "**Proposed Order**"), pursuant to sections 1125 and 1126 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 3016, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 3017-1 of the Local Rules 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.

Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"): (i) approving the *Disclosure Statement for Debtors' 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 "**Proposed Disclosure Statement**"); (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto and as the same may be further amended, modified or supplemented from time to time, the "**Plan**"),[2] including (a) approving the form and manner of the solicitation packages, (b) approving the form and manner of notice of the Confirmation Hearing (as defined below), (c) establishing a record date and approving procedures for distributing the solicitation packages, (d) approving the form of ballot, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing procedures with respect to, and the deadline 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, including establishing the Administrative Expense Claim Bar Date (as defined below). In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Robert Griffin in Support of Debtors' Chapter 11 Petitions and First-Day Motions and Applications* (the "**Griffin Declaration**") [Docket No. 2]. In further support of the Motion, the Debtors respectfully state as follows:

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

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion under 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 February 29, 2012. This matter is a core proceeding under 28 U.S.C. § 157(b)(M), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of these cases and this Motion is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought herein are sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, and 3020, and Local Rule 3017-1.

BACKGROUND

3. On September 9, 2014 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "**Chapter 11 Cases**"). 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.

4. On September 23, 2014, the United States Trustee for the District of Delaware (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code.

5. On the date hereof, the Debtors filed the Proposed Disclosure Statement and Plan. A hearing to consider the adequacy of the information contained in the Proposed Disclosure Statement (the "**Disclosure Statement Hearing**") is currently scheduled for November 5, 2014 at 11:00 a.m. (prevailing Eastern Time).

6. Additional information regarding the Debtors' history and business operations, their corporate and capital structure, and the events leading up to the commencement of the Debtors' Chapter 11 Cases, are set forth in greater detail in the Griffin Declaration and is incorporated by reference herein.

RELIEF REQUESTED

7. By this Motion, the Debtors respectfully request entry of an order (i) approving the Proposed Disclosure Statement as containing "adequate information" as that term is defined in section 1125(a)(1) of the Bankruptcy Code; (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, including (a) approving the form and manner of the solicitation packages, (b) approving the form and manner of notice of the Confirmation Hearing, (c) establishing a record date and approving procedures for distributing the solicitation packages, (d) approving the form of ballot, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing procedures with respect to, and the deadline 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.

8. In addition, by this Motion, the Debtors are asking the Court to approve the establishment of the "Administrative Expense Claim Bar Date," which shall be the date by which all parties are required to submit requests for payment and allowance of Administrative Expense Claims for the period from the Petition Date through the Voting Deadline (as defined below), other than parties holding: (i) a Fee Claim; (ii) a 503(b)(9) Claim (which claims, for the avoidance of doubt, shall remain subject to the bar date previously established by the Court for such claims); (iii) an Administrative Expense Claim that has been Allowed on or before the Administrative Expense Claim Bar Date; (iv) an Administrative Expense Claim of a

governmental unit (as defined in section 101(27) of the Bankruptcy Code) not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; (v) an Administrative Expense Claim on account of fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court; and (vi) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Petition Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses. The Debtors request that the "Administrative Expense Claim Bar Date" be set as the same date as the Voting Deadline.

BASIS FOR RELIEF

I. Approval of the Disclosure Statement

9. Pursuant to section 1125 of the Bankruptcy Code, a plan proponent must provide holders of impaired claims with "adequate information" regarding a debtor's proposed plan of reorganization. In that regard, section 1125(a)(1) of the Bankruptcy Code provides in pertinent part that:

> "adequate information" means 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, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, 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). Thus, a debtor's disclosure statement must, as a whole, provide information that is "reasonably practicable" to permit an "informed judgment" by creditors and interest holders entitled to vote on the plan. *See In re Phoenix Petroleum Co.*, 278 B.R. 385, 392

(Bankr. E.D. Pa. 2001); *In re Dakota Rail, Inc.*, 104 B.R. 138, 142 (Bankr. D. Minn. 1989); *see also In re Copy Crafters Quickprint Inc.*, 92 B.R. 973, 979 (Bankr. N.D.N.Y. 1988) (adequacy of disclosure statement "is to be determined on a case-specific basis under a flexible standard that can promote the policy of Chapter 11 towards fair settlement through a negotiation process between informed interested parties"). Fundamentally, a disclosure statement "must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution." *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991).

10. In examining the adequacy of the information contained in a disclosure statement, a bankruptcy court has broad discretion. *See Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988); *see also In re Oxford Homes*, 204 B.R. 264, 269 (Bankr. D. Me. 1997) (finding that Congress intentionally drew vague contours of what constitutes adequate information so that bankruptcy courts could exercise discretion to tailor them to each case's particular circumstances); *In re Dakota Rail*, 104 B.R. at 143 (holding that the bankruptcy court has "wide discretion to determine . . . whether a disclosure statement contains adequate information, without burdensome, unnecessary, and cumbersome detail"). This grant of discretion was intended to facilitate the effective reorganization of a debtor in the broad range of businesses in which chapter 11 debtors engage and the broad range of circumstances that accompany chapter 11 cases. *See* H.R. Rep. No. 595-95, 1st Sess. 408-09 (1977). "In reorganization cases, there is frequently great uncertainty. Therefore, the need for flexibility is greatest." *Id.* at 409. Accordingly, the determination of whether a disclosure statement contains adequate information is to be made on a case-by-case basis, focusing on the unique facts and circumstances of each case. *See Phoenix Petroleum*, 278 B.R. at 393; *Kirk v.*

Texaco, Inc., 82 B.R. 678, 682 (S.D.N.Y. 1988) ("[t]he legislative history could hardly be more clear in granting broad discretion to bankruptcy judges under § 1125(a)").

11. In that regard, courts generally examine whether the disclosure statement contains, if applicable, information such as:

a) the circumstances that gave rise to the filing of the bankruptcy petition;

b) an explanation of the available assets and their value;

c) the anticipated future of the debtor;

d) the source of the information provided in the disclosure statement;

e) one or more disclaimers, which typically indicate that no statements or information concerning the debtor or its assets or securities are authorized, other than those set forth in the disclosure statement;

f) the condition and performance of the debtor while in chapter 11;

g) claims against the estate;

h) a liquidation analysis setting forth the estimated return that creditors would receive under chapter 7;

i) the accounting and valuation methods used to produce the financial information in the disclosure statement;

j) the future management of the debtor, including the amount of compensation to be paid to any insiders, directors and/or officers of the debtor;

k) a summary of the plan of reorganization or liquidation;

l) an estimate of all administrative expenses, including attorneys' fees and accountants' fees;

m) the collectability of any accounts receivable;

n) any financial information, valuations or pro forma projections that would be relevant to creditors' determinations of whether to accept or reject the plan;

o) the risks to creditors and interest holders under the plan;

p) the actual or projected value that can be obtained from avoidable transfers;

q) the existence, likelihood and possible success of nonbankruptcy litigation;

r) the tax consequences of the plan; and

s) the relationship of the debtor with its affiliates.

See, e.g., In re Scioto Valley Mortgage Co., 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988). This list is not meant to be comprehensive and a debtor need not provide all the information on the list. Rather, the court must decide what is appropriate in each case. *See Ferretti*, 128 B.R. at 18-19 (adopting similar list); *see also Phoenix Petroleum*, 278 B.R. at 393 (cautioning that "no one list of categories will apply in every case").

12. The Proposed Disclosure Statement will contain more than sufficient detail to permit holders of claims entitled to vote on the Plan to make an informed judgment whether to accept or reject the Plan. Indeed, the Proposed Disclosure Statement currently contains and will contain information with respect to many applicable subject matter categories identified above, including, but not limited to, a discussion of:

a) background information with respect to the Plan;

b) an overview of the Plan;

c) the operation of the Debtors' businesses;

d) the relationship of the Debtors with their affiliates;

e) the indebtedness of the Debtors and information regarding pending claims and administrative expenses;

f) a disclaimer, which indicates that no statements or information concerning the debtors or their assets or securities are authorized, other than those set forth in the Proposed Disclosure Statement;

g) key events leading to the commencement of the Debtors' chapter 11 cases and significant events that occurred during the chapter 11 cases;

h) risk factors affecting the Debtors and Reorganized Debtors;

i) disclosure regarding certain federal income tax consequences of the Plan;

j) disclosure regarding the releases contained in the Plan;

k) disclosure regarding the Confirmation Hearing and requirements for confirmation of the Plan;

l) an explanation of the available assets and their value;

m) an overview of a liquidation analysis under Chapter 7;

n) updated financial information, including (i) updated projected financial information and (ii) a revised liquidation analysis;

o) the accounting and valuation methods used to produce the financial information in the Proposed Disclosure Statement; and

p) information regarding the future management of the Reorganized Debtors.

13. The Debtors have made every effort to propose a disclosure statement that renders the Plan and process understandable and may amend the Proposed Disclosure Statement prior to the Disclosure Statement Hearing to incorporate additional information. The Debtors believe that the Proposed Disclosure Statement contains and will contain "adequate information" as that phrase is defined in section 1125(a)(1) of the Bankruptcy Code. Accordingly, the Debtors request that the Proposed Disclosure Statement be approved.

II. Establishing Procedures for Solicitation of the Plan

A. Approval of Form and Manner of Solicitation Package

14. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims for the purpose of soliciting their votes and providing adequate notice of the hearing on confirmation of a plan of reorganization:

> Upon approval of a disclosure statement,—except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders—the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee:

> (1) the plan or a court-approved summary of the plan;
>
> (2) the disclosure statement approved by the court;
>
> (3) notice of the time within which acceptances and rejections of the plan may be filed; and
>
> (4) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.
>
> In addition, notice of the time fixed for filing objections and the hearing on confirmation shall be mailed to all creditors and equity security holders in accordance with Rule 2002(b), and a form of ballot conforming to the appropriate Official Form shall be mailed to creditors and equity security holders entitled to vote on the plan . . . .

Fed. R. Bankr. P. 3017(d).

15. As further discussed below, after the Court has approved the Proposed Disclosure Statement (as approved, the "**Disclosure Statement**") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, the Debtors propose to distribute by first class mail to parties in the class entitled to vote on the Plan (the "**Voting Class**")[3] the Confirmation Hearing Notice (as defined below), as well as a package containing solicitation materials (the "**Solicitation Package**") including:

a) the Court's Order approving the Proposed Disclosure Statement (the "**Disclosure Statement Order**"), excluding the exhibits annexed thereto;

b) the ballot (the "**Ballot**," the proposed form of which is annexed to the Proposed Order as Exhibit B), together with a pre-paid, pre-addressed return envelope and either a paper copy or a copy in "pdf" format on CD-ROM of the Disclosure Statement (with the Plan and other exhibits annexed thereto); and

c) such other materials as the Court may direct.

[3] The Voting Class consists of Class 3 (First Lien Credit Agreement Claims).

The Debtors submit that such materials and manner of service satisfy the requirements of Bankruptcy Rule 3017(d).

B. Approval of Form and Manner of Confirmation Hearing Notice

16. As indicated above, upon approval of the Proposed Disclosure Statement, the Debtors will serve by first class mail upon the appropriate parties either (i) written notice (the "**Confirmation Hearing Notice**") substantially in the form annexed to the Proposed Order as Exhibit A, of (a) the Court's approval of the Proposed Disclosure Statement, (b) the deadline for voting on the Plan, (c) the date of the Confirmation Hearing, and (d) the deadline and procedures for filing objections to the confirmation of the Plan, together with the Solicitation Package, or (ii) a Notice of Non-Voting Status (as defined below). The Debtors submit that such materials and manner of service satisfy the requirements of Bankruptcy Rule 3017(d).

C. Establishment of Record Date and Approving of Procedures for Distribution of Solicitation Packages

17. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a plan of reorganization, "creditors and equity security holders shall include holders of stock, bonds, debentures, notes and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing." Fed R. Bankr. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes.

18. The Debtors request that the Court establish the first day of the Disclosure Statement Hearing as the record date (the "**Record Date**") for purposes of determining the creditors and interest holders that are entitled to vote (subject to the voting procedures set forth below) on the Plan or, in the case of non-voting classes, for purposes of determining the creditors

and interest holders to receive certain plan-related materials. The Debtors expect that they will be able to commence distribution of the Solicitation Package to the Voting Class and distribute the Confirmation Hearing Notice and other appropriate notices to parties not entitled to vote on the Plan on or before the date that is seven (7) days after the date of the entry of the Disclosure Statement Order (the "**Solicitation Commencement Date**").

19. The Debtors shall cause to be distributed the Disclosure Statement Order (excluding exhibits thereto), the Confirmation Hearing Notice, the Disclosure Statement (together with the Plan and other exhibits annexed thereto) and such other materials as the Court may direct (excluding a Ballot) to, among other parties (to the extent such parties did not otherwise receive the Solicitation Package):

a) the U.S. Trustee;

b) counsel for the Committee;

c) counsel to the First Lien Lenders;

d) the Securities and Exchange Commission;

e) the United States Attorney's Office for the District of Delaware;

f) the Department of Justice;

g) the Internal Revenue Service (including the Delaware and Washington D.C. offices);

h) relevant federal, state and local taxing authorities at their statutory addresses; and

i) all parties who have filed a request for service of all pleadings pursuant to and in accordance with Bankruptcy Rule 2002 as of the day prior to service.

20. The Plan and Disclosure Statement also will be available at http://www.deb.uscourts.gov and http://cases.primeclerk.com/ter/. In addition, the Debtors will provide parties in interest with a paper or electronic copy of the Disclosure Statement upon

request to Prime Clerk LLC ("**Prime Clerk**") at the following address and telephone number: Trump Entertainment Resorts, Inc. Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022; (844) 794-3476; trumpballots@primeclerk.com.

21. The Debtors anticipate that some of the notices served in these cases, including notices of the Disclosure Statement Hearing and notices of the commencement of these cases, have been or may be returned. The Debtors believe that it would be costly and inefficient to distribute the Solicitation Package to the same addresses to which undeliverable notices were distributed. Therefore, the Debtors seek the Court's approval for a departure from the strict notice rule, excusing the Debtors from distributing Solicitation Packages to those entities listed at such addresses if the Debtors are not provided with accurate addresses for such entities before the Solicitation Commencement Date. Further, if the Debtors send Solicitation Packages, which are deemed undeliverable, and, are not provided with a forwarding or more accurate address, the Debtors seek to be excused from attempting to re-deliver Solicitation Packages to such entities. The Debtors submit that good cause exists for implementing the aforementioned notice and service procedures.

D. Approval of Form of Ballot and Procedures for Distribution to Beneficial Holders, and Notices to Deemed Rejecting Classes

22. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot to "creditors and equity security holders entitled to vote on the plan." The Debtors propose to distribute to certain creditors, as described below, a Ballot substantially in the form annexed as Exhibit B to the Proposed Order. The form of the Ballot is based upon Official Form No. 14 but has been modified to address the particular aspects of these Chapter 11 Cases and to include certain additional information that the Debtors believe to be relevant and appropriate for the class of claims that is entitled to vote to accept or reject the Plan.

23. The appropriate Ballot form with respect to each Debtor will be distributed to the holders of Claims in the Voting Class.

24. Consistent with section 1126(f) of the Bankruptcy Code and Bankruptcy Rule 3017(d), with respect to holders of claims in (i) Class 1 (Priority Non-Tax Claims) and (ii) Class 2 (Other Secured Claims) (collectively, the "**Unimpaired Creditors**"), which classes are conclusively presumed to have accepted the Plan, since the Unimpaired Creditors are deemed to accept the Plan, the Debtors propose to send to such creditors only the Confirmation Hearing Notice and a notice substantially in the form annexed to the Proposed Order as Exhibit C (the "**Notice of Non-Voting Status**"). In addition, the Debtors propose to send the Confirmation Hearing Notice and the Notice of Non-Voting Status to holders of Administrative Expense Claims, Fee Claims, and Priority Tax Claims.

25. Furthermore, consistent with section 1126(g) of the Bankruptcy Code and Bankruptcy Rule 3017(d), with respect to holders of claims and interests in (i) Class 4 (General Unsecured Claims), (ii) Class 5(a) (Existing Securities Law Claims), (iii) Class 5(b) (Equitably Subordinated Claims), and (iv) Class 6 (Existing TER Interests) (collectively, the "**Rejecting Creditors**"), which classes are conclusively presumed to reject the Plan, in lieu of a Solicitation Package, the Debtors propose to send to such claimants only the Confirmation Hearing Notice and the Notice of Non-Voting Status.

26. The Notice of Non-Voting Status sets forth, among other things, the manner in which a copy of the Plan and Disclosure Statement may be obtained. The Debtors submit that such notice satisfies the requirements of the Bankruptcy Code and Bankruptcy Rule 3017(d). Accordingly, the Debtors request that the Court determine that they are not required to distribute copies of the Plan, Disclosure Statement, or Disclosure Statement Order to any of the

Unimpaired Creditors, which are deemed to accept the Plan, or to any of the Rejecting Creditors, which are deemed to reject the Plan, unless requested by any of the Unimpaired Creditors or Rejecting Creditors in writing.

27. To provide due and proper notice of the Confirmation Hearing to beneficial holders of interests in Class 6 (Existing TER Interests), the Debtors intend to provide the banks, brokers, intermediaries, other nominees or their agents (each, a "**Nominee**") holding in "street name" on behalf of such beneficial holders with sufficient copies of the Confirmation Hearing Notice and Notice of Non-Voting Status to enable each Nominee to distribute the Confirmation Hearing Notice and Notice of Non-Voting Status to the beneficial holders for the benefit of which it holds the interests in Class 6 (Existing TER Interests). The Record Date shall serve as the date for determining the holders of interests in Class 6 (Existing TER Interests) entitled to notice according to these procedures. Each Nominee shall be required to serve the Confirmation Hearing Notice and Notice of Non-Voting Status on the beneficial holders for the benefit of which it holds the interests in Class 6 (Existing TER Interests).

E. Establishment of Deadline for Receipt of Ballots

28. Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, the Court shall fix a time within which the holders of claims or equity security interests may accept or reject a plan. The Debtors anticipate commencing the solicitation period within seven (7) days after the entry of the Disclosure Statement Order and propose an approximately twenty-eight (28) day solicitation period in these cases. Based on such schedule, the Debtors propose that in order to be counted as a vote to accept or reject the Plan, each Ballot must be properly executed, completed, and delivered to the Balloting Agent so as to be received by the Balloting Agent no later than 4:00 p.m. (prevailing Eastern Time) on December 10, 2014 or such other date as agreed to by the Debtors or otherwise ordered by the Court (the "**Voting**

Deadline"). The Debtors submit that such solicitation period is a sufficient period within which creditors can make an informed decision to accept or reject the Plan.

29. In addition to accepting submitted hard copy Ballots via first class mail, overnight courier and hand delivery, the Debtors request authorization to accept Ballots via electronic, online transmission through a customized "E-Ballot" section on the Debtors' case website (http://cases.primeclerk.com/ter/). Parties entitled to vote may cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing Prime Clerk's E-Ballot platform (which allows for a holder to submit an electronic signature). Instructions for electronic, online transmission of Ballots are set forth on the form of Ballot. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be immediately legally valid and effective.

F. Approval of Procedures for Vote Tabulation

30. Section 1126(c) of the Bankruptcy Code provides as follows:

> A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under subsection (e) of this section, that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.

11 U.S.C. § 1126(c).

31. Further, Bankruptcy Rule 3018(a) provides that "the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan." Fed. R. Bankr. P. 3018(a).

i. Retention of Prime Clerk as Balloting Agent

32. On September 15, 2014, the Debtors filed an application [Docket No. 74] (the "**Prime Clerk Balloting Agent Application**") for an order approving the Debtors' agreement with Prime Clerk to, among other things, assist the Debtors as their balloting agent (the "**Balloting Agent**"). The Prime Clerk Balloting Agent Application is currently scheduled to be heard by the Court on October 6, 2014, and prior to the objection deadline for the application, the Debtors have not received any objections to the application. Accordingly, Prime Clerk, or its agents, will perform all services relating to the solicitation of votes on the Plan (the "**Balloting Services**"), including, without limitation:

a) mailing the notice of hearing to consider confirmation of the Plan;

b) identifying voting and non-voting creditors and equity security holders;

c) preparing voting reports by class and voting amount as well as maintaining all such information their records and databases;

d) printing ballots specific to each creditor, indicating that the creditor is a member of a class entitled to vote under the Plan, the amount of such creditor's claim for voting purposes and other relevant information;

e) coordinating the mailing of ballots and providing an affidavit verifying the mailing of ballots;

f) receiving ballots and tabulating the votes on the Plan; and

g) providing any other balloting related services as the Debtors may from time to time request, including, without limitation, providing testimony at the confirmation hearing with respect to the Balloting Services and the results of the vote on the Plan.

ii. Ballot Tabulation

33. For purposes of voting on the Plan, with respect to all creditors of the Debtors, the Debtors propose that the amount of a claim used to tabulate acceptance or rejection of the Plan should be, as applicable:

a) The amount of the claim listed in the Debtors' schedules of assets and liabilities (the "**Schedules**"); provided that (i) such claim is not scheduled as contingent, unliquidated, undetermined, disputed or in a zero amount and (ii) no proof of claim has been timely filed (or otherwise deemed timely filed by the Court under applicable law); provided, further, that a party whose claim has been indefeasibly paid, in full or in part, shall only be permitted to vote the unpaid amount of such claim, if any, to accept or reject the Plan.

b) The noncontingent and liquidated amount specified in a proof of claim timely filed with the Court or Prime Clerk (or otherwise deemed timely filed by the Court under applicable law) to the extent the proof of claim is not the subject of an objection filed no later than **December 10, 2014** (the "**Voting Objection Deadline**") (or, if such claim has been resolved for allowance and/or voting purposes pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).

c) If a proof of claim has been timely filed prior to the applicable bar date and such claim is asserted in the amount of $0.00, such claim shall not be entitled to vote.

d) The amount temporarily allowed or estimated by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), subject to notice consistent with the procedures set forth herein, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

e) Except as otherwise provided in subsection (d) of this paragraph, with respect to Ballots cast by alleged creditors whose claims (i) are not listed on the Debtors' Schedules or (ii) are listed as disputed, contingent and/or unliquidated on the Schedules, but who have timely filed proofs of claim in wholly contingent, unliquidated, or disputed (as may be reasonably determined by the Debtors or the Balloting Agent after review of the claim supporting documents) amounts that are not the subject of an objection filed before the commencement of the Confirmation Hearing, such Ballots shall be counted in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met, and shall be counted at $1.00 in determining whether the aggregate claim amount requirement has been met.

f) If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan.

g) If a claim is listed in the Schedules as contingent, unliquidated, or disputed (or in a zero amount) and a proof of claim was not (a) filed by the applicable bar date for the filing of proofs of claim established by the

Court or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such claim shall be disallowed for voting purposes.

h) If a proof of claim has been amended by a later filed proof of claim, the later filed amending claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim.

34. In addition, with respect to Class 3 (First Lien Credit Agreement Claims), the Debtors request that this Court direct the First Lien Agent to provide to the Debtors or Prime Clerk an electronic file listing each participant lender as of the Voting Record Date, and providing each lender's contact information and claim amount for voting purposes by no later than one (1) business day after the Voting Record Date.

35. Additionally, the Debtors seek authorization from this Court to object to any claim (as defined in section 101(5) of the Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the "**Determination Motion**") no later than the Voting Objection Deadline. Further, if a creditor casts a Ballot and has timely filed a proof of claim (or has otherwise had a proof of claim deemed timely filed by the Court under applicable law), but the creditor's claim is the subject of an objection filed no later than the Voting Objection Deadline, the Debtors request, in accordance with Bankruptcy Rule 3018, that the creditor's Ballot not be counted, unless such claim is temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), after a Claims Estimation Motion (as defined below) is filed.[4] Notwithstanding the foregoing, if an objection to a claim requests that such claim be reclassified and/or reduced, such claimant's Ballot shall be counted in such reduced amount and/or as the reclassified category.

[4] This proposed procedure is consistent with section 1126 of the Bankruptcy Code, which provides that a plan may be accepted or rejected by the holder of a claim allowed under section 502 of the Bankruptcy Code. In turn, section 502(a) of the Bankruptcy Code provides that a filed proof of claim is deemed allowed "unless a party in interest . . . objects." 11 U.S.C. § 502(a).

36. If a creditor seeks to have its claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), the Debtors request that such creditor be required to file a motion (the "**Claims Estimation Motion**") for such temporary allowance by the later of (a) the Voting Objection Deadline, or (b) if such claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion.

37. In the event that a Determination Motion or Claims Estimation Motion is filed, the Debtors request that the Court allow the non-moving party to file a reply to such motion by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the "**Voting Objection Reply Deadline**"), and that a hearing, subject to the Court's availability, be scheduled within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The Debtors further request that the ruling by the Court on any Determination Motion or Claims Estimation Motion be considered a ruling with respect to the allowance of the claim(s) under Bankruptcy Rule 3018 and such claim(s) would be counted, for voting purposes only, in the amount determined by the Court.

38. The Debtors propose that in the event that a claimant reaches an agreement with the Debtors as to the treatment of its claim for voting purposes, a stipulation setting forth that agreement shall be presented to the Court for approval by notice of proposed stipulation and order, with presentment upon three (3) business days' notice to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Committee; and (c) counsel to the First Lien Lenders (together with the Debtors, collectively, the "**Notice Parties**").

39. The Debtors further request that the following voting procedures and standard assumptions be used in tabulating the Ballots:

a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated as if such creditor held one claim against the applicable Debtor in such class, and the votes related to such claims will be treated as a single vote to accept or reject the Plan.

b) Any creditor who has filed or purchased duplicate claims within the same class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such class, regardless of whether the Debtors have objected to such duplicate claims.

c) Creditors must vote all of their claims within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, a Ballot (or multiple Ballots with respect to multiple claims within a single class) that partially rejects and partially accepts the Plan will not be counted.

d) If creditors have claims against multiple Debtors, they must vote all of their claims either to accept or reject the Plan and may not split their vote between Debtors. Accordingly, multiple Ballots with respect to multiple claims against separate Debtors that do not all reject or all accept the Plan will not be counted.

e) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, will not be counted.

f) Only Ballots that are timely received with signatures will be counted. Unsigned Ballots will not be counted.

g) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.

h) Ballots which are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.

i) Whenever a creditor casts more than one Ballot voting the same claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior received Ballots.

j) If a creditor simultaneously casts inconsistent duplicate Ballots with respect to the same claim, such Ballots shall not be counted.

k) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or

withdrawal of Ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

l) Any Ballot containing a vote that this Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.

m) Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan shall not be counted.

n) Notwithstanding anything contained herein to the contrary, the Balloting Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.

o) Any class that does not have a holder of an allowed claim or interest or a claim or interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

p) If a class contains claims or interests eligible to vote and no holders of claims or interests eligible to vote in such class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such claims or interests in such class.

q) Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or the Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots shall not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.

r) The Debtors, in their discretion, and subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice. Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may, in their discretion, reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by the Court; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

s) Subject to contrary order of the Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of

> which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

40. Similar procedures have been approved in other chapter 11 cases. *See, e.g., In re Bicent Holdings LLC*, Case No. 12-11304 (KG) (Bankr. D. Del. June 8, 2012)*; In re SP Wind Down Inc., f/k/a Spheris, Inc.*, Case No. 10-10352 (KG) (Bankr. D. Del. July 13, 2010); *In re Aventine Renewable Energy Holdings, Inc.*, Case No. 09-11214 (KG) (Bankr. D. Del. Jan. 13, 2010); *In re Interlake Material Handling, Inc.*, Case No. 09-10019 (KJC) (Bankr. D. Del. Jul. 1, 2009); *In re Blue Tulip Corp.*, Case No. 09-10015 (KG) (Bankr. D. Del. Apr. 22, 2009); *In re KMCVNO, Inc.*, Case No. 08-10600 (BLS) (Bankr. D. Del. Jan. 5, 2009); *In re Buffets Holdings, Inc.*, Case No. 08-10141 (MFW) (Bankr. D. Del. Dec. 17, 2008); *In re American Home Mortgage Holdings, Inc.*, Case No. 07-11047 (CSS) (Bankr. D. Del. Dec. 1, 2008). The Debtors submit that such procedures provide for a fair and equitable voting process.

III. Establishment of Deadline and Procedures for Filing Objections to Confirmation of the Plan

A. Scheduling the Confirmation Hearing

41. Bankruptcy Rule 3017(c) provides:

> On or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan and may fix a date for the hearing on confirmation.

Fed. R. Bankr. P. 3017(c).

42. In accordance with Bankruptcy Rule 3017(c), the Debtors request that a hearing on confirmation of the Plan (the "**Confirmation Hearing**") be scheduled, subject to the Court's availability, for December 19, 2014 at 10:00 a.m. (prevailing Eastern Time).

43. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open court or the filing

of a notice or hearing agenda providing for the adjournment on the docket of the Chapter 11 Cases. The proposed timing for the Confirmation Hearing is in compliance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and will enable the Debtors to pursue confirmation of the Plan in a timely fashion in order to ensure confirmation and consummation of the Plan within the timeframe contemplated by the *Interim Order (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection to the Secured Parties, (C) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b), and (D) Granting Related Relief* [Docket No. 52] and any related final order.

B. Establishing Procedures for Notice of the Confirmation Hearing

44. Bankruptcy Rules 2002(b) and (d) require not less than twenty-eight days' notice to all creditors and equity security holders of the time fixed for filing objections and the hearing to consider confirmation of a chapter 11 plan. In accordance with Bankruptcy Rules 2002 and 3017(d), the Debtors propose to provide to all creditors and equity security holders a copy of the Confirmation Hearing Notice, setting forth (a) the date of approval of the Disclosure Statement, (b) the Record Date, (c) the Voting Deadline, (d) the time fixed for filing objections to confirmation of the Plan, and (e) the time, date, and place for the Confirmation Hearing. Such notice will be sent contemporaneously with the Solicitation Packages at least twenty-eight (28) days prior to the deadline to object to confirmation of the Plan.

45. Bankruptcy Rule 2002(1) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." In addition to mailing the Confirmation Hearing Notice, the Debtors propose to publish the Confirmation Hearing Notice once, at least twenty-eight (28) days before the deadline to file objections to confirmation of the Plan, in *The Wall Street Journal*, *The New York Times*, or *USA Today*, as determined by the Debtors, in their sole discretion. Additionally, the Debtors will post

the Confirmation Hearing Notice electronically on the website dedicated to the Chapter 11 Cases, http://cases.primeclerk.com/ter/. The Debtors believe that publication of the Confirmation Hearing Notice will provide sufficient notice of the approval of the Disclosure Statement, the Record Date, the Voting Deadline, the time fixed for filing objections to confirmation of the Plan, and the time, date, and place of the Confirmation Hearing to persons who do not otherwise receive actual written notice by mail as provided for in the Disclosure Statement Order.

46. The Debtors submit that the foregoing procedures will provide adequate notice of the Confirmation Hearing and, accordingly, request that the Court approve such notice as adequate.

C. Establishing Procedures for the Filing of Objections to Confirmation of the Plan

47. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court." The Confirmation Hearing Notice provides, and the Debtors request, that the Court direct that objections to confirmation of the Plan or proposed modifications to the Plan, if any, must:

a) be in writing;

b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party;

c) state with particularity the basis and nature of any objection to the Plan and, unless impracticable, proposed modification to the Plan that would resolve such objection; and

d) be filed, together with proof of service, with the Court and served so that they are received by the Notice Parties, no later than **4:00 p.m. (prevailing Eastern Time), on December 10, 2014** which deadline may be extended by the Debtors (the "**Confirmation Objection Deadline**"). The proposed timing for filing and service of objections and proposed modifications, if any, will afford the Court, the Debtors, and other parties

in interest sufficient time to consider the objections and proposed modifications prior to the Confirmation Hearing.

IV. Asserting Proposed Cure Amounts for Contracts Assumed Pursuant to the Plan

48. Article X of the Plan sets forth the treatment of executory contracts, unexpired leases and employment agreements to which the Debtors were a party prior to the Petition Date that were not (i) assumed in the Chapter 11 Cases prior to the Confirmation Date, (ii) rejected in the Chapter 11 Cases prior to the Confirmation Date, or (iii) specifically rejected pursuant to the Plan (collectively, the "**Contracts and Leases**"). The Plan provides that, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount (as defined below), all executory contracts and unexpired leases identified on the Schedule of Assumed Contracts and Leases in the Plan Supplement shall be deemed assumed (collectively, the "**Assumed Contracts and Leases**"), and all other executory contracts and unexpired leases of the Debtors shall be deemed rejected (collectively, the "**Rejected Contracts and Leases**"), except that: (i) any executory contracts and unexpired leases that previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; and (ii) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as is determined by a Final Order of the Bankruptcy Court resolving such motion.

49. Moreover, Article X of the Plan requires the Debtors to cure any and all undisputed defaults in the Assumed Contracts and Leases in accordance with section 365 of the Bankruptcy Code on the later of thirty (30) days after: (i) the Effective Date; or (ii) the date on which any Cure Dispute relating to such Cure Amount has been resolved (either consensually or through judicial decision). The Debtors will mail or cause to be mailed to all of the known

counterparties to each of the Contracts and Leases a Confirmation Hearing Notice and the Contract Party Notice (as defined below).[5]

50. Section 365(b) of the Bankruptcy Code also requires the Debtors to cure or provide adequate assurance that the Debtors will promptly cure existing defaults under the Assumed Contracts and Leases. Establishing the amounts to be paid in satisfaction of all such cure obligations is an important element of Plan confirmation and feasibility. To aid in the implementation of the Plan, the Debtors seek to establish a procedure for determining Cure Amounts and a deadline for objections relating to contracts and leases that may be assumed pursuant to the Plan. The Debtors will provide parties to the Assumed Contracts and Leases with proposed Cure Amounts for the period through and including the date of the filing of the Cure Schedule (defined below).

51. To facilitate a prompt resolution of cure disputes and objections relating to the assumption of these agreements, the Debtors propose the following deadlines and procedures:[6]

a) Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such executory contract or unexpired lease, any monetary defaults arising under each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate amount (the "**Cure Amount**") in Cash on the later of thirty (30) days after: (i) the Effective Date; or (ii) the date on which any Cure Dispute relating to such Cure Amount has been resolved (either consensually or through judicial decision).

b) No later than twenty-one (24) calendar days prior to the commencement of the Confirmation Hearing, the Debtors shall file the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* (the "**Contract Party Notice**"), in a form substantially similar to the form attached to the Proposed Order as

[5] Parties to Contracts and Leases that have filed claims that are entitled to vote on the Plan in accordance with the procedures set forth in Section II above will also receive the appropriate Solicitation Package.

[6] Receipt of a Contract Party Notice does not constitute a determination by the Debtors to assume any executory contract or unexpired lease; the Debtors may still decide not to assume any executory contract or unexpired lease through the Plan or otherwise.

Exhibit D, including a schedule (the "**Cure Schedule**") setting forth the Cure Amount, if any, for each executory contract or unexpired lease to be assumed pursuant to Section 10.1 of the Plan, and serve such Cure Schedule on each applicable counterparty. Any party that fails to object (a "**Cure Objection**") to the applicable Cure Amount listed on the Cure Schedule within seven (7) business days before the Confirmation Hearing (the "**Cure Objection Deadline**"), shall be forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Cure Schedule (including a Cure Amount of $0.00) and/or from asserting any Claim against the applicable Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Cure Schedule.

c) In the event of a dispute (each, a "**Cure Dispute**") regarding: (i) the Cure Amount; (ii) the ability of the applicable Reorganized Debtor to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Cure Dispute and approving the assumption. To the extent a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume and/or assume and assign the applicable contract or lease prior to the resolution of the Cure Dispute provided that such Debtor reserves Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the Reorganized Debtors). To the extent the Cure Dispute is resolved or determined unfavorably to the applicable Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor, as applicable, may reject the applicable executory contract or unexpired lease after such determination.

d) Assumption of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume such executory contract or unexpired lease. Any Proofs of Claim Filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Court.

The inclusion of an Assumed Contract or Lease in the Contract Party Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Assumed Contract or

Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming any such Assumed Contract or Lease assumed or rejected, and inclusion in the Contract Party Notice is not a final determination that any Assumed Contract or Lease will, in fact, be assumed.

52. The Debtors submit that the foregoing procedures will help facilitate the resolution of any issues concerning Cure Amounts and/or objections regarding whether an Assumed Contract or Lease satisfies the requirements for assumption, while adequately protecting the rights of the counterparties to the Assumed Contracts and Leases, and therefore request approval of such procedures.

V. Establishment of Administrative Expense Claim Bar Date

53. While Bankruptcy Rules 2002(a)(7) and 3003(c)(3) provide a framework for establishing a deadline to file prepetition claims – including, among other things, that parties receive at least 21 days' notice of the deadline, the Bankruptcy Code and Bankruptcy Rules do not provide a similar framework for establishing a deadline to file request for allowance of administrative expenses.[7] Nonetheless, section 105(a) of the Bankruptcy Code provides "[T]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."

54. By this Motion, the Debtors request that the Court establish the Administrative Expense Claim Bar Date as the deadline by which all parties must file a request for allowance and payment of an administrative expense claim under section 503(b) of the Bankruptcy Code for the period form the Petition Date to the Voting Deadline, except for parties holding: (i) a Fee Claim; (ii) a 503(b)(9) Claim (which claims, for the avoidance of doubt, shall remain subject to

[7] Section 503(a) of the Bankruptcy Code provides that "[a]n entity may *timely file* a request for payment of an administrative expense, or may *tardily file* such request if permitted by the court for cause," (emphasis added), which clearly contemplates establishing a deadline for filing such requests.

the bar date previously established by the Court for such claims); (iii) an Administrative Expense Claim that has been Allowed on or before the Administrative Expense Claim Bar Date; (iv) an Administrative Expense Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; (v) an Administrative Expense Claim on account of fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court; and (vi) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Petition Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses.

55. In order to ensure that the Debtors can consummate the Plan, the Debtors need to know the universe of administrative expense claims that will need to be paid under the Plan. The Debtors have estimated such amounts in connection with their liquidation analysis, and they believe these estimates to be accurate. Nonetheless, to obtain certainty, the Debtors seek to establish the Administrative Expense Claim Bar Date.

56. The Debtors propose to give notice of the Administrative Expense Claim Bar Date through the Confirmation Hearing Notice, which will be served on, among others, those parties listed on the creditors matrix, as the same may be updated from time to time, in these chapter 11 cases. The Debtors believe that parties will be afforded approximately twenty-eight (28) days from the date of service of the Confirmation Hearing Notice to submit requests for payment and allowance of Administrative Expense Claims, as provided for herein.

NOTICE

57. Notice of this Motion will be provided to: (i) the Office of the U.S. Trustee; (ii) proposed counsel to the Committee; (iii) counsel to the agent for the First Lien Agent; and

(iv) all parties that, as of the filing of this Motion, have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Order, substantially in the form attached hereto as Exhibit I, and grant such other and further relief as this Court deems just and proper.

Dated: October 1, 2014
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Proposed Counsel for 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.	**:**
	: Hearing Date: November 5, 2014 at 11:00 a.m. (prevailing ET)
	: Objection Deadline: October 29, 2014 at 4:00 p.m. (prevailing ET)

NOTICE OF MOTION

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

PLEASE TAKE NOTICE that the debtors and debtors-in-possession in the above-captioned jointly administered cases (collectively, the "**Debtors**") have filed the attached *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 Assumed Pursuant to the Plan; and (IV) Granting Related Relief* (the "**Motion**").

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Motion must be filed on or before **October 29, 2014 at 4:00 p.m. (prevailing Eastern Time)** (the "**Objection Deadline**") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must also serve a copy of the response upon the Debtors' undersigned counsel so as to be received on or before the Objection Deadline.

[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 a hearing on the Motion will be held on **November 5, 2014 at 11:00 a.m. (prevailing Eastern Time)** 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.

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

Dated: October 1, 2014
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Robert F. Poppiti, Jr.
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Proposed Counsel for the Debtors and Debtors-in-possession

01:16074300.3

EXHIBIT I

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 (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 ASSUMED PURSUANT TO THE PLAN; AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "**Motion**")[2] of the debtors and debtors in possession in the above-captioned cases (each a "**Debtor**" and, collectively, the "**Debtors**") for entry of an order, pursuant to sections 1125 and 1126 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 3016, 3017, 3018 and 3020 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 3017-1 of the Local Rules of Bankruptcy Practice 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.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, the Plan or the Disclosure Statement, as applicable.

Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"): (i) approving the *Disclosure Statement for Debtors' 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 "**Proposed Disclosure Statement**"); (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (including all exhibits thereto and as the same may be further amended, modified or supplemented from time to time, the "**Plan**"), including (a) approving the form and manner of the solicitation packages, (b) approving the form and manner of notice of the Confirmation Hearing (as defined below), (c) establishing a record date and approving procedures for distributing the solicitation packages, (d) approving the form of ballot, (e) establishing the deadline for the receipt of ballots, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing procedures with respect to, and the deadline 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; and it appearing that due adequate and sufficient notice of the Motion has been given under the circumstances; and it further appearing that due adequate and sufficient notice pursuant to Bankruptcy Rule 2002(b) of the hearing to approve the Disclosure Statement has been given; and after due deliberation and upon the Court's determination that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and sufficient cause appearing thereof,

IT IS HEREBY FOUND THAT:

A. Notice of the Motion and the Disclosure Statement Hearing was served as proposed in the Motion, and such notice constitutes good and sufficient notice to all interested parties and no other or further notice need be provided.

B. The Proposed Disclosure Statement contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code.

C. The form of ballot annexed hereto as Exhibit B is sufficiently consistent with Official Form No. 14 and adequately addresses the particular needs of these Chapter 11 Cases and is appropriate for each of the class of claims that is entitled to vote to accept or reject the Plan.

D. The content and proposed distribution of the Solicitation Packages complies with Bankruptcy Rule 3017(d).

E. Ballots need not be provided to the holders of claims in (i) Class 1 (Priority Non-Tax Claims), and (ii) Class 2 (Other Secured Claims), because such holders are deemed to accept the Plan.

F. Ballots need not be provided to the holders of claims and interests in (i) Class 4 (General Unsecured Claims), (ii) Class 5(a) (Existing Securities Law Claims), (iii) Class 5(b) (Equitably Subordinated Claims), and (iv) Class 6 (Existing TER Interests), because such holders are deemed to reject the Plan.

G. The period, set forth below, during which the Debtors may solicit acceptances to the Plan is a reasonable and adequate period of time under the circumstances for creditors to make an informed decision to accept or reject the Plan.

H. The procedures for the solicitation and tabulation of votes to accept or reject the Plan (as more fully set forth in the Motion and below) provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

I. The notice substantially in the form annexed hereto as Exhibit A (the "**Confirmation Hearing Notice**") and the procedures set forth below for providing such notice to all creditors and equity security holders of the time, date, and place of the hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") and the contents of the Solicitation Packages (as defined below) comply with Bankruptcy Rules 2002 and 3017, and service of such materials as set forth herein constitutes sufficient notice to all interested parties.

J. All objections, responses to, and statements and comments, if any, in opposition to the Proposed Disclosure Statement, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the hearing, shall be, and hereby are, **overruled in their entirety** for the reasons stated on the record and, notwithstanding the foregoing, no objection shall be considered an objection to confirmation of the Plan unless such objection is interposed in accordance with the procedures for objecting to confirmation of the Plan set forth herein.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.

2. The Proposed Disclosure Statement is APPROVED (as so approved, the "**Disclosure Statement**").

3. The record date is established as the first day of the Disclosure Statement Hearing (the "**Record Date**") for purposes of this Order and determining which creditors are entitled to vote on the Plan and which creditors and interest holders receive materials which include notices of non-voting status.

4. The Debtors are authorized and empowered to commence distribution of the Confirmation Hearing Notice, on or before the date that is seven (7) days after the date of entry of this Order (the "**Solicitation Commencement Date**").

5. The Debtors are authorized and empowered to commence distribution of the Confirmation Hearing Notice and the Solicitation Packages to the Voting Class no later than the Solicitation Commencement Date. To the extent the Debtors are required to distribute copies of the Plan and/or Disclosure Statement, the Debtors may distribute either paper copies or electronic copies in "pdf" format on CD-ROM, at their sole discretion; provided, that the Debtors shall make paper copies available upon written request by a party in interest.

6. By the Solicitation Commencement Date, the Debtors shall commence or cause service of a copy of (i) this Order (without the exhibits annexed hereto), (ii) the Confirmation Hearing Notice, and (iii) the Disclosure Statement (together with the Plan and other exhibits annexed thereto) to, among other parties (to the extent such parties did not otherwise receive Solicitation Packages):

a) the United States Trustee for the District of Delaware;

b) counsel for the Committee;

c) counsel to the First Lien Lenders;

d) the Securities and Exchange Commission;

e) the United States Attorney's Office for the District of Delaware;

f) the Department of Justice;

g) the Internal Revenue Service (including the Delaware and Washington D.C. offices);

h) relevant federal, state and local taxing authorities at their statutory addresses; and

i) all parties who have filed a request for service of all pleadings pursuant to and in accordance with Bankruptcy Rule 2002 as of the day prior to service.

7. The Ballot, which shall be in substantially the form annexed hereto as Exhibit B, is approved.

8. The Debtors are authorized to accept Ballots via electronic, online transmission through a customized "E-Ballot" section on the Debtors' case website (http://cases.primeclerk.com/ter/). Parties entitled to vote may cast an electronic Ballot and electronically sign and submit the Ballot by utilizing Prime Clerk's E-Ballot platform. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be immediately legally valid and effective.

9. Solicitation Packages, which shall include individual Ballots, shall be distributed to holders, as of the Record Date, of claims in Class 3 (First Lien Credit Agreement Claims), which class is designated under the Plan as entitled to vote to accept or reject the Plan.

10. Only a copy of the Confirmation Hearing Notice, and a notice of non-voting status, substantially in the form annexed hereto as Exhibit C (the "**Notice of Non-Voting Status**"), shall be distributed to holders, as of the Record Date, of unimpaired claims in (i) Class 1 (Priority Non-Tax Claims) and (ii) Class 2 (Other Secured Claims) that are deemed to accept the Plan. The Debtors are not required to distribute copies of the Plan, Disclosure Statement, or this Order to any holder of a claim in Class 1 or Class 2, unless such holder makes a specific request in writing for the same.

11. Only a copy of the Confirmation Hearing Notice and a Notice of Non-Voting Status shall be distributed to holders, as of the Record Date, of Administrative Expense Claims, Fee Claims, and Priority Tax Claims. The Debtors are not required to distribute copies of the Plan,

Disclosure Statement, or this Order to any holder of an Administrative Expense Claim, Fee Claim, or Priority Tax Claim, unless such holder makes a specific request in writing for the same.

12. Only a copy of the Confirmation Hearing Notice and a Notice of Non-Voting Status shall be distributed to holders, as of the Record Date, of impaired claims in (i) Class 4 (General Unsecured Claims), (ii) Class 5(a) (Existing Securities Law Claims), and (iii) Class 5(b) (Equitably Subordinated Claims) and interests in Class 6 (Existing TER Interests) that are deemed to reject the Plan. The Debtors are not required to distribute copies of the Plan, Disclosure Statement, or this Order to any holder of a claim or interest in Class 4, Class 5(a), Class 5(b) or Class 6, as applicable, unless such holder makes a specific request in writing for the same.

13. To provide due and proper notice of the Confirmation Hearing to beneficial holders of interests in Class 6 (Existing TER Interests), the Debtors shall provide the banks, brokers, intermediaries, other nominees or their agents (each, a "**Nominee**") holding in "street name" on behalf of such beneficial holders with sufficient copies of the Confirmation Hearing Notice and Notice of Non-Voting Status to enable each Nominee to distribute the Confirmation Hearing Notice and Notice of Non-Voting Status to the beneficial holders for the benefit of which it holds the interests in Class 6 (Existing TER Interests). Each Nominee shall be required to serve the Confirmation Hearing Notice and Notice of Non-Voting Status on the beneficial holders for the benefit of which it holds the interests in Class 6 (Existing TER Interests). The Record Date shall serve as the date for determining the holders of interests in Class 6 (Existing TER Interests) entitled to notice according to these procedures. The Debtors shall not be required to provide plan-related materials pursuant to this Order to holders of interests in Class 6 (Existing TER Interests) if the holder obtained such interest after the Record Date.

14. With respect to addresses from which one or more prior notices served in these cases were returned as undeliverable or from which mailings made pursuant to this Order are returned as undeliverable, the Debtors are excused from distributing Solicitation Packages to those entities listed at such addresses if the Debtors are not provided with an accurate address or forwarding address for such entities before the Solicitation Commencement Date. Failure to attempt to re-deliver Solicitation Packages to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline or a violation of Bankruptcy Rule 3017(d).

15. All ballots must be properly executed, completed, and delivered by first class mail, overnight mail, hand delivery or electronic, online transmission via, and in accordance with the instructions set forth on, the Balloting Agent's E-Ballot platform on the Debtors' case website (http://cases.primeclerk.com/ter/) to the Balloting Agent so as to be actually received by no later than the Voting Deadline. Ballots cast by facsimile or email will not be counted.

16. For purposes of voting on the Plan, the amount of a claim held by a creditor or the number of any interests held by an interest holder shall be determined pursuant to the following guidelines:

a) The amount of the claim listed in the Debtors' Schedules; provided that (i) such claim is not scheduled as contingent, unliquidated, undetermined, disputed or in a zero amount and (ii) no proof of claim has been timely filed (or otherwise deemed timely filed by the Court under applicable law); provided, further, that a party whose claim has been indefeasibly paid, in full or in part, shall only be permitted to vote the unpaid amount of such claim, if any, to accept or reject the Plan.

b) The noncontingent and liquidated amount specified in a proof of claim timely filed with the Court or Prime Clerk (or otherwise deemed timely filed by the Court under applicable law) to the extent the proof of claim is not the subject of an objection filed no later than **December 10, 2014** (the "**Voting Objection Deadline**") (or, if such claim has been resolved for allowance and/or voting purposes pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order).

c) If a proof of claim has been timely filed prior to the applicable bar date and such claim is asserted in the amount of $0.00, such claim shall not be entitled to vote.

d) The amount temporarily allowed or estimated by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), subject to notice consistent with the procedures set forth herein, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

e) Except as otherwise provided in subsection (d) of this paragraph, with respect to ballots cast by alleged creditors whose claims (i) are not listed on the Schedules or (ii) are listed as disputed, contingent and/or unliquidated on the Schedules, but who have timely filed proofs of claim in wholly contingent, unliquidated, or disputed (as may be reasonably determined by the Debtors or the Balloting Agent after review of the claim supporting documents) amounts that are not the subject of an objection filed before the commencement of the Confirmation Hearing, such ballots shall be counted in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met, and shall be counted at $1.00 in determining whether the aggregate claim amount requirement has been met.

f) If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan.

g) If a claim is listed in the Schedules as contingent, unliquidated, or disputed (or in a zero amount) and a proof of claim was not (a) filed by the applicable bar date for the filing of proofs of claim established by the Court or (b) deemed timely filed by an order of the Court prior to the Voting Deadline, such claim shall be disallowed for voting purposes.

h) If a proof of claim has been amended by a later filed proof of claim, the later filed amending claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim.

17. With respect to Class 3 (First Lien Credit Agreement Claims), the First Lien Agent shall provide to the Debtors or Prime Clerk an electronic file listing each participant lender as of the Voting Record Date, and providing each lender's contact information and claim amount for voting purposes by no later than one (1) business day after the Voting Record Date.

18. The Debtors may object to any claim (as defined in section 101(5) of the Bankruptcy Code) solely for Plan voting purposes by filing a Determination Motion no later than

the Voting Objection Deadline. Further, if a creditor casts a ballot and has timely filed a proof of claim (or has otherwise had a proof of claim deemed timely filed by the Court under applicable law), but the creditor's claim is the subject of an objection filed no later than the Voting Objection Deadline, the Debtors request, in accordance with Bankruptcy Rule 3018, that the creditor's ballot not be counted, unless such claim is temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), and after a Claims Estimation Motion (as defined below) is filed. Notwithstanding the foregoing, if an objection to a claim requests that such claim be reclassified and/or reduced, such claimant's ballot shall be counted in such reduced amount and/or as the reclassified category.

19. If a creditor seeks to have its claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), such creditor shall file a motion (the "**Claims Estimation Motion**") by the later of (a) the Voting Objection Deadline, or (b) if such claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion.

20. In the Event that a Determination Motion or Claims Estimation Motion is filed, the non-moving party shall file a reply to such motion by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the "**Voting Objection Reply Deadline**"), and a hearing, subject to the Court's availability, shall be scheduled within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Court on any Determination Motion or Claims Estimation Motion shall be considered a ruling with respect to the allowance of the claim(s) under Bankruptcy Rule 3018 and such claim(s) will be counted, for voting purposes only, in the amount determined by the Court.

21. In the event that a claimant reaches an agreement with the Debtors as to the treatment of its claim for voting purposes, a stipulation setting forth that agreement shall be presented to the Court for approval by notice of proposed stipulation and order, with presentment upon three (3) business days' notice to the Notice Parties.

22. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be aggregated as if such creditor held one claim against the applicable Debtor in such class, and the votes related to such claims will be treated as a single vote to accept or reject the Plan.

b) Any creditor who has filed or purchased duplicate claims within the same class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such class, regardless of whether the Debtors have objected to such duplicate claims.

c) Creditors must vote all of their claims within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, a Ballot (or multiple Ballots with respect to multiple claims within a single class) that partially rejects and partially accepts the Plan will not be counted.

d) If creditors have claims against multiple Debtors, they must vote all of their claims either to accept or reject the Plan and may not split their vote between Debtors. Accordingly, multiple Ballots with respect to multiple claims against separate Debtors that do not all reject or all accept the Plan will not be counted.

e) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, will not be counted.

f) Only Ballots that are timely received with signatures will be counted. Unsigned Ballots will not be counted.

g) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.

h) Ballots which are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.

i) Whenever a creditor casts more than one Ballot voting the same claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior received Ballots.

j) If a creditor simultaneously casts inconsistent duplicate Ballots with respect to the same claim, such Ballots shall not be counted.

k) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

l) Any Ballot containing a vote that this Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.

m) Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan shall not be counted.

n) Notwithstanding anything contained herein to the contrary, the Balloting Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.

o) Any class that does not have a holder of an allowed claim or interest or a claim or interest temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

p) If a class contains claims or interests eligible to vote and no holders of claims or interests eligible to vote in such class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such claims or interests in such class.

q) Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or the Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots shall not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.

r) The Debtors, in their discretion, and subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice. Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may, in their discretion, reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by the Court; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

s) Subject to contrary order of the Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

23. Any objection, comment or response to confirmation of the Plan (including any supporting memoranda) must be in writing, served on the parties identified below, and filed with the Court, together with proof of service, such that the foregoing are received by such parties and the Court on or before **4:00 p.m. (prevailing Eastern Time) on December 10, 2014**, which deadline may be extended by the Debtors (the "**Confirmation Objection Deadline**"). The Court shall consider only timely filed written objections. All objections not timely filed and served in accordance with the provisions of the Motion are hereby deemed waived. Objections to confirmation of the Plan should provide proposed language to remedy such objections and shall be served on the following parties: (i) Stroock & Stroock & Lavan, LLP, 180 Maiden Lane, New York, New York 10038 (Attn.: Kristopher M. Hansen, Esq. and Erez E. Gilad, Esq.), proposed co-counsel to the Debtors; (ii) Young Conaway Stargatt & Taylor, LLP; Rodney Square, 1000 N. King Street, Wilmington, Delaware 19801 (Attn.: Matthew B. Lunn, Esq. and Robert F. Poppiti, Jr., Esq.), proposed co-counsel to the Debtors; (iii) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn.: Jane M. Leamy, Esq.); (iv) Dechert LLP, 1095 Avenue of the Americas, New York, NY 10036 (Attn: Allan S. Brilliant, Esq. and Craig P. Druehl, Esq.), and Morris, Nichols, Arsht & Tunnell LLP, 1201 North

Market Street, 16th Floor, Wilmington, DE 19801 (Attn: Robert J. Dehney, Esq.), counsel to the First Lien Agent; and (v) Gibbons P.C., One Gateway Center, Newark, New Jersey 07102-5310 (Attn.: Karen Giannelli, Esq.), proposed counsel to the Committee (collectively, the "**Notice Parties**").

24. The Debtors, the Committee and any other party supporting the Plan shall be afforded an opportunity to file a response to any objection to confirmation of the Plan, prior to the commencement of the Confirmation Hearing.

25. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, none of the Debtors, or their respective directors, officers, employees, shareholders, members, partners, agents or representatives (including attorneys, accountants, financial advisors and investment bankers), each solely in their capacity as such, shall have any liability on account of soliciting votes on the Plan or participating in such solicitation, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale or purchase of securities.

26. The Confirmation Hearing Notice is approved.

27. The Confirmation Hearing will be held at **10:00 a.m. (prevailing Eastern Time) on December 19, 2014**; provided, however, that the Confirmation Hearing may be continued from time to time by the Court or the Debtors, other than an announcement at or before the Confirmation Hearing or any adjourned Confirmation Hearing or the filing of a notice or a hearing agenda providing for the adjournment on the docket of the Chapter 11 Cases.

28. The Debtors shall mail to all creditors and equity security holders a copy of the Confirmation Hearing Notice. The Debtors shall also publish the Confirmation Hearing Notice once, at least twenty-eight (28) days before the last date to object to confirmation of the Plan, in

The Wall Street Journal, *The New York Times*, or *USA Today*, as determined by the Debtors, in their sole discretion. Additionally, the Debtors will post the Confirmation Hearing Notice electronically on the website dedicated to the Chapter 11 Cases, http://cases.primeclerk.com/ter/.

29. Objections to confirmation of the Plan, if any, must: (a) be made in writing; (b) state with particularity the legal and factual ground therefor, and, unless impracticable, propose modification to the Plan that would resolve such objection; (c) conform to the Bankruptcy Rules and Local Rules; and (d) be served so as to be received by each of the Notice Parties no later than the Confirmation Objection Deadline.

30. Objections to confirmation of the Plan not timely filed and served in the manner set forth above shall not be considered by the Court and shall be overruled.

31. The following procedures are approved for establishing the Cure Amounts for the executory contracts and leases to be assumed pursuant to the Plan:

a) Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such executory contract or unexpired lease, any monetary defaults arising under each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate amount (the "**Cure Amount**") in Cash on the later of thirty (30) days after: (i) the Effective Date; or (ii) the date on which any Cure Dispute relating to such Cure Amount has been resolved (either consensually or through judicial decision).

b) No later than twenty-one (24) calendar days prior to the commencement of the Confirmation Hearing, the Debtors shall file the Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto (the "**Contract Party Notice**"), in a form substantially similar to the form attached to the Proposed Order as Exhibit D, including a schedule (the "**Cure Schedule**") setting forth the Cure Amount, if any, for each executory contract or unexpired lease to be assumed pursuant to Section 10.1 of the Plan, and serve such Cure Schedule on each applicable counterparty. Any party that fails to object (a **"Cure Objection**") to the applicable Cure Amount listed on the Cure Schedule within seven (7) business days before the Confirmation Hearing (the "**Cure Objection Deadline**"), shall be forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Cure Schedule (including a Cure

Amount of $0.00) and/or from asserting any Claim against the applicable Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Cure Schedule.

c) In the event of a dispute (each, a "**Cure Dispute**") regarding: (i) the Cure Amount; (ii) the ability of the applicable Reorganized Debtor to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Cure Dispute and approving the assumption. To the extent a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume and/or assume and assign the applicable contract or lease prior to the resolution of the Cure Dispute provided that such Debtor reserves Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the Reorganized Debtors). To the extent the Cure Dispute is resolved or determined unfavorably to the applicable Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor, as applicable, may reject the applicable executory contract or unexpired lease after such determination.

d) Assumption of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume such executory contract or unexpired lease. Any Proofs of Claim Filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Court.

The Contract Party Notice shall include Cure Amounts through and including the date upon which the Cure Notice is filed.

32. The inclusion of an Assumed Contract or Lease in the Contract Party Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such Assumed Contract or Lease prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming any such Assumed Contract or Lease assumed or rejected,

and inclusion in the Contract Party Notice is not a final determination that any Assumed Contract or Lease will, in fact, be assumed.

33. The Administrative Expense Claim Bar Date shall be the deadline by which all parties seeking payment and allowance of an administrative expense claim under section 503(b) of the Bankruptcy Code for the period from the Petition Date to the Voting Deadline must file their request with the Court, except for parties holding: (i) a Fee Claim; (ii) a 503(b)(9) Claim (which claims, for the avoidance of doubt, shall remain subject to the bar date previously established by the Court for such claims); (iii) an Administrative Expense Claim that has been Allowed on or before the Administrative Expense Claim Bar Date; (iv) an Administrative Expense Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; (v) an Administrative Expense Claim on account of fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court; and (vi) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Petition Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses.

34. The Administrative Expense Claim Bar Date shall be **December 10, 2014 at 4:00 p.m. (prevailing Eastern Time)**. All requests for payment and allowance of an Administrative Expense Claim should be submitted to Prime Clerk by mail or hand, courier, or overnight delivery to Trump Entertainment Resorts, Inc. Claims Processing Center, c/o Prime Clerk LLC, 830 3rd Avenue, 9th Floor, New York, NY 10022.

35. **Any party that is subject to the Administrative Expense Claim Bar Date that fails to file a request so that it is received by the Administrative Expense Claim Bar Date shall be forever barred from seeking allowance and payment of an Administrative Expense Claim in these cases.**

36. Notice of the Administrative Expense Claim Bar Date through inclusion in, and service of, the Confirmation Hearing Notice is good and adequate under the circumstances.

37. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court, including, but not limited to, the making of any payments reasonably necessary to perform the actions and distributions contemplated herein.

38. The Debtors are authorized to make nonsubstantive changes to the Disclosure Statement, Plan, Ballots, Confirmation Hearing Notice, Notice of Non-Voting Status, the Contract Party Notice, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Package prior to their distribution.

39. The Court shall retain jurisdiction with respect to all matters related to this Order.

Dated: Wilmington, Delaware
November _____, 2014

_____
Kevin Gross
United States Bankruptcy Judge

EXHIBIT A

Confirmation Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

	Chapter 11
In re:	**Case No. 14–12103 (KG)**
TRUMP ENTERTAINMENT RESORTS, INC., et al.,[1]	**(Jointly Administered)**
Debtors.	**Confirmation Hearing Date: [*], 2014 at [*]:00 [a/p].m. (ET)** **Confirmation Objection Deadline: [*], 2014 at 4:00 p.m. (ET)**

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON THE PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF THE PLAN, (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN, AND (V) DEADLINE TO FILE REQUESTS FOR ADMINISTRATIVE EXPENSE CLAIMS

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By Order dated [*], 2014 (the "**Disclosure Statement Order**"), the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") approved the *Disclosure Statement for the Debtors' 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 "**Disclosure Statement**") [Docket No. __] as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), and authorized the Debtors to solicit votes to accept or reject the *Debtors' 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**" [Docket No. __]), annexed as Exhibit 1 to the Disclosure Statement.

RELEASE, INJUNCTION AND EXCULPATION PROVISIONS CONTAINED IN PLAN

2. PLEASE TAKE FURTHER NOTICE THAT ARTICLE XII OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, WHICH ARE SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW 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.

CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

3. **Section 12.6 of the Plan contains the following injunctive provisions:**

(a) **Except as otherwise expressly provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Debtors' Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Debtors' Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Debtors' Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Debtors' Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; <u>provided</u>, <u>however</u>, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of this Plan.**

(b) By accepting distributions pursuant to this Plan, each holder of an Allowed Claim or Interest will be deemed to have specifically consented to the Injunctions set forth in this Section.

4. **Section 12.7 of the Plan contains the following releases:**

(a) **<u>Releases by the Debtors</u>. 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 (and each such Released Party shall be deemed forever 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 New Equity Investment Agreement, the Plan Documents or related agreements, instruments, or other documents; provided, however, that the foregoing provisions of this release shall not operate to waive or release (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement; (ii) any Causes of Action arising from fraud, gross negligence, or willful misconduct as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (iii) the rights of such Debtor or Reorganized Debtor to enforce the Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. 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.

(b) **Releases by Holders of Claims and Interests. Except as otherwise provided in this Plan or the Confirmation Order, as of and subject to the occurrence of the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim (other than the Released Parties) entitled to vote on this Plan that did not "opt out" of the releases provided in Section 12.7 of the Plan in a timely submitted Ballot; (iii) each holder of a Claim deemed hereunder to have accepted this Plan; and (iv) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors and Reorganized Debtors under this Plan, the New Common Stock, and other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan, and each entity (other than the Debtors) that has held, holds or may hold a Claim or Interest, as applicable, will be deemed to have consented to this Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities against the Released Parties (and each such Released Party shall be deemed forever released, waived and discharged by such holder), 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 New Equity Investment Agreement, the Plan Documents or related agreements, instruments, or other documents; provided, however, that the foregoing provisions of this release shall not operate to waive or release (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement; (ii) any causes of action arising from fraud, gross negligence, or willful misconduct as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (iii) the rights of such holder to enforce the obligations of any party under the Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. 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.

5. **Section 12.8 of the Plan contains the following Exculpation and Limitation of Liability:**

None of the Released Parties shall have or incur any liability to any holder of any Claim or Interest or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of or related to any act taken or omitted to be taken in connection with the Debtors' restructuring, including without limitation, the formulation, negotiation, preparation, dissemination, implementation, confirmation and execution of this Plan, the Chapter 11 Cases, the Disclosure Statement, the New Equity Investment Agreement, the New Credit Agreement, the New First Lien Collateral Documents or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, including, without limitation, the solicitation of votes for and the pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all activities leading to the promulgation and confirmation of this Plan except for fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court or any other

court of competent jurisdiction; provided, however, that each Released Party will be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above referenced documents, actions or inactions; provided, further, however, that the foregoing provisions will not apply to any acts, omissions, Claims, Causes of Action or other obligations expressly set forth in and preserved by the Plan or Plan Supplement.

6. **Section 12.9 of the Plan contains the following Injunction Related to Releases and Exculpation:**

The Confirmation Order shall permanently enjoin the commencement, prosecution or continuation in any manner by any Person or entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, equity interests, Causes of Action or liabilities released pursuant to this Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, equity interests, Causes of Action or liabilities released in Sections 12.7 and 12.8 of this Plan. By accepting distributions pursuant to the Plan, each holder of an Allowed Claim will be deemed to have specifically consented to this injunction.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

[TO BE INSERTED FROM DISCLOSURE STATEMENT]

CONFIRMATION HEARING

7. On **December 19, 2014 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Confirmation Hearing**") will be held 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 to consider confirmation of the Plan, as the same may be amended or modified, and for such other and further relief as may be just. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

8. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served by hand delivery or in a manner as will cause such objection to be **received** on or before **December 10, 2014 at 4:00 p.m. (prevailing Eastern Time)** by: (i) Stroock & Stroock & Lavan, LLP, 180 Maiden Lane, New York, New York 10038 (Attn.: Kristopher M. Hansen, Esq. and Erez E. Gilad, Esq.),

proposed co-counsel to the Debtors; (ii) Young Conaway Stargatt & Taylor, LLP; Rodney Square, 1000 N. King Street, Wilmington, Delaware 19801 (Attn.: Matthew B. Lunn, Esq. and Robert F. Poppiti, Jr., Esq.), proposed co-counsel to the Debtors; (iii) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn.: Jane M. Leamy, Esq.); (iv) Dechert LLP, 1095 Avenue of the Americas, New York, NY 10036 (Attn: Allan S. Brilliant, Esq. and Craig P. Druehl, Esq.), and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, Wilmington, DE 19801 (Attn: Robert J. Dehney, Esq.), counsel to the First Lien Agent; and (v) Gibbons P.C., One Gateway Center, Newark, New Jersey 07102-5310 (Attn.: Karen Giannelli, Esq.), proposed counsel to the Committee. Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

DEADLINE TO FILE REQUESTS FOR ADMINISTRATIVE EXPENSE CLAIMS

9. The Court has established the Administrative Expense Claim Bar Date, which is the deadline by which all parties seeking payment and allowance of an administrative expense claim under section 503(b) of the Bankruptcy Code for the period from the Petition Date to December 10, 2014 must file their request with the Court, except for parties holding: (i) a Fee Claim; (ii) a 503(b)(9) Claim (which claims, for the avoidance of doubt, shall remain subject to the bar date previously established by the Court for such claims); (iii) an Administrative Expense Claim that has been Allowed on or before the Effective Date; (iv) an Administrative Expense Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; (v) an Administrative Expense Claim on account of fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court; and (vi) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Petition Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses. **All requests for payment and allowance of an Administrative Expense Claim should be submitted to Prime Clerk by mail or hand, courier, or overnight delivery to Trump Entertainment Resorts, Inc. Claims Processing Center, c/o Prime Clerk LLC, 830 3rd Avenue, 9th Floor, New York, NY 10022.**

10. **The Administrative Expense Claim Bar Date has been set as December 10, 2014 at 4:00 p.m. (prevailing Eastern Time). ANY PARTY THAT IS SUBJECT TO THE ADMINISTRATIVE EXPENSE CLAIM BAR DATE THAT FAILS TO SUBMIT A REQUEST SO THAT IT IS RECEIVED BY THE ADMINISTRATIVE EXPENSE CLAIM BAR DATE SHALL BE FOREVER BARRED FROM SEEKING ALLOWANCE AND PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM IN THESE CASES.**

[*Remainder of Page Intentionally Left Blank*]

Dated: [___], 2014
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Matthew B. Lunn (No. 4119)
Robert F. Poppiti, Jr. (No. 5052)
Ian J. Bambrick (No. 5455)
Ashley E. Markow (No. 5635)
Rodney Square
1000 N. King Street
Wilmington, Delaware 19801
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-and-

STROOCK & STROOCK & LAVAN LLP
Kristopher M. Hansen
Erez E. Gilad
Gabriel E. Sasson
180 Maiden Lane
New York, New York 10038-4982
Telephone: (212) 806–5400
Facsimile: (212) 806-6006

Proposed Counsel for the Debtors
and Debtors-in-possession

EXHIBIT B

Proposed Form of Ballot

Class 3 Ballot (First Lien Credit Agreement Claims)

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.	:	

CLASS 3 BALLOT FOR FIRST LIEN CREDIT AGREEMENT CLAIM
TO ACCEPT OR REJECT THE DEBTORS' JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS ON DECEMBER 10, 2014 AT 4:00 P.M. (PREVAILING EASTERN TIME).

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THIS DEADLINE IN ORDER TO BE COUNTED.

This ballot (the "**Ballot**") is submitted to you to solicit your vote to accept or reject the *Debtors' 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**"),[2] submitted by the debtors-in-possession in the above-captioned jointly administered cases, (collectively, the "**Debtors**") and described in the related disclosure statement (the "**Disclosure Statement**") approved by order of the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage related to these cases of the Debtors' Balloting Agent, Prime Clerk LLC (http://cases.primeclerk.com/ter/). Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801. In addition, copies of the Disclosure Statement may be obtained free of charge by request to Prime Clerk LLC by email, at trumpballots@primeclerk.com, by mail at Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022, or by calling (844) 794-3476, or viewed on the Internet at the Bankruptcy Court's website (http://www.deb.uscourts.gov) by following the directions for accessing the ECF system on such website. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims or Interests in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**"). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

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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 Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed in the Plan.

To have your vote counted, you must complete, sign, and return this Ballot to the following address by first class mail, overnight courier or hand delivery: Trump Entertainment Resorts, Inc. Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022, so that it is **received** by the deadline indicated above. In addition, Ballots may be returned by electronic, online transmission by clicking on the "E-Ballot" section on the Debtors' case website (http://cases.primeclerk.com/ter/) and following the directions set forth on the website regarding submitting your E-Ballot as described more fully below. Please choose only one method of return for your Ballot. If you choose to submit your Ballot via Prime Clerk's E-Ballot system, you should not also return a hard copy of your Ballot.

Ballots submitted by facsimile or email will not be counted.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ITEMS 1, 2, AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 3 Claim, in the voting amount set forth below, votes to (check one box only):

☐ **Accept** the Plan. ☐ **Reject** the Plan.

Voting Amount: $ _____

Item 2. Optional Release Election. Check this box if you elect not to grant the releases contained in Article XII of the Plan and elect not to consent to the related injunction. Election to withhold consent is at your option. If you submit your Ballot without this box checked, you will be deemed to consent to the releases set forth in Article XII of the Plan and the related injunction to the fullest extent permitted by applicable law.

☐ The undersigned elects not to grant the releases contained in Article XII of the Plan and elects not to consent to the related injunction.

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

_____
Name of Creditor

_____
Signature

_____
If by Authorized Agent, Name and Title

_____
Name of Institution

_____
Street Address

_____
City, State, Zip Code

_____
Taxpayer Identification Number

_____
Telephone Number

_____
Email Address

_____
Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date and return the Ballot to Prime Clerk LLC (the "**Balloting Agent**") by **ONLY ONE** of the following approved return methods:

By first class mail, overnight courier or hand delivery:

Trump Entertainment Resorts, Inc. Ballot Processing
c/o Prime Clerk LLC
830 Third Avenue, 9th Floor
New York, NY 10022

By electronic, online submission:

Please visit **http://cases.primeclerk.com/ter/. C**lick on the "E-Ballot" section of the Debtors' website and follow the directions to submit your E-Ballot. If you choose to submit your Ballot via Prime Clerk's E-Ballot system, you should not also return a hard copy of your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#:_____

Ballots submitted by facsimile or email will not be counted.

Ballots must be *received* by the Balloting Agent on or before December 10, 2014 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion. An envelope addressed to the Balloting Agent is enclosed for your convenience (which address may differ from the address provided in the box above). Ballots submitted by facsimile or email will not be counted. If neither the "accept" nor "reject" box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.

2. You must vote all your Claims within a single Class under the Plan and all your Claims against different Debtors either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.**

3. Your Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "**Tabulation Rules**"). The Tabulation Rules are set forth in the Solicitation Order. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (*e.g.*, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received no later than **December 10, 2014 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Objection Deadline");** provided, that if your Claim is the subject of a Determination Motion, you shall have until the later of (i) the Voting Objection Deadline or (ii) seven (7) days after the filing of such Determination Motion to file a response to such Determination Motion. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot.

4. The Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim or equity interest.

5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.

6. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

7. PLEASE RETURN YOUR BALLOT PROMPTLY. THE BALLOTING AGENT WILL ***NOT*** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.

8. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT AT 1-(844) 794-3476. DO NOT CONTACT THE BALLOTING AGENT FOR LEGAL ADVICE. THE BALLOTING AGENT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

EXHIBIT C

Notice of Non-Voting Status

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. _____**

PLEASE TAKE NOTICE THAT:

1. By order entered on [*], 2014 (the "**Disclosure Statement Order**"), the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") approved the *Debtors' Disclosure Statement for the Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as it may be amended and/or modified, the "**Disclosure Statement**"), filed by Trump Entertainment Resorts, Inc. and its affiliates, as debtors and debtors-in-possession (collectively, the "**Debtors**"), and authorized the Debtors to solicit votes to accept or reject the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as it may be amended and/or modified, the "**Plan**"), annexed as Exhibit A to the Disclosure Statement. All capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Plan.

2. UNDER THE TERMS OF THE PLAN, HOLDERS OF "PRIORITY NON-TAX CLAIMS" (CLASS 1) AND "OTHER SECURED CLAIMS" (CLASS 2) ARE NOT IMPAIRED AND, ACCORDINGLY, ARE (A) CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN, AND (B) NOT ENTITLED TO VOTE ON THE PLAN ON ACCOUNT OF SUCH CLAIMS.

3. FURTHERMORE, UNDER THE TERMS OF THE PLAN, HOLDERS OF "GENERAL UNSECURED CLAIMS" (CLASS 4), "EXISTING SECURITIES LAW CLAIMS" (CLASS 5(a)), "EQUITABLY SUBORDINATED CLAIMS" (CLASS 5(b)), AND "EXISTING TER INTERESTS" (CLASS 6) WILL NEITHER RECEIVE NOR RETAIN ANY CONSIDERATION NOR RETAIN ANY PROPERTY UNDER THE PLAN AND, ACCORDINGLY, ARE (A) CONCLUSIVELY PRESUMED TO HAVE REJECTED THE PLAN, AND (B) NOT ENTITLED TO VOTE ON THE PLAN ON ACCOUNT OF SUCH CLAIMS AND INTERESTS.

[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.

4. **YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS HOLDING A CLAIM OR INTEREST IN ONE OF THE CLASSES IDENTIFIED ABOVE THAT ARE NOT ENTITLED TO VOTE ON THE PLAN.**

5. **Section 12.6 of the Plan contains the following injunctive provisions:**

(a) **Except as otherwise expressly provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Debtors' Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Debtors' Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Debtors' Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Debtors' Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; <u>provided</u>, <u>however</u>, that nothing contained herein shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of this Plan.**

(b) By accepting distributions pursuant to this Plan, each holder of an Allowed Claim or Interest will be deemed to have specifically consented to the Injunctions set forth in this Section.

6. **Section 12.7 of the Plan contains the following releases:**

(a) **<u>Releases by the Debtors</u>. 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 (and each such Released Party shall be deemed forever 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 New Equity Investment Agreement, the Plan Documents or related agreements, instruments, or other documents; provided, however, that the foregoing provisions of this release shall not operate to waive or release (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement; (ii) any Causes of Action arising from fraud, gross negligence, or willful misconduct as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (iii) the rights of such Debtor or Reorganized Debtor to enforce the Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. 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.

(b) **Releases by Holders of Claims and Interests. Except as otherwise provided in this Plan or the Confirmation Order, as of and subject to the occurrence of the Effective Date: (i) each of the Released Parties; (ii) each holder of a Claim (other than the Released Parties) entitled to vote on this Plan that did not "opt out" of the releases provided in Section 12.7 of the Plan in a timely submitted Ballot; (iii) each holder of a Claim deemed hereunder to have accepted this Plan; and (iv) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors and Reorganized Debtors under this Plan, the New Common Stock, and other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan, and each entity (other than the Debtors) that has held, holds or may hold a Claim or Interest, as applicable, will be deemed to have consented to this Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge all claims, demands, debts, rights, Causes of Action or liabilities against the**

Released Parties (and each such Released Party shall be deemed forever released, waived and discharged by such holder), 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 New Equity Investment Agreement, the Plan Documents or related agreements, instruments, or other documents; provided, however, that the foregoing provisions of this release shall not operate to waive or release (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement; (ii) any causes of action arising from fraud, gross negligence, or willful misconduct as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (iii) the rights of such holder to enforce the obligations of any party under the Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. 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.

7. **Section 12.8 of the Plan contains the following Exculpation and Limitation of Liability:**

None of the Released Parties shall have or incur any liability to any holder of any Claim or Interest or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of or related to any act taken or omitted to be taken in connection with the Debtors' restructuring, including without limitation, the formulation, negotiation, preparation, dissemination, implementation, confirmation and execution of this Plan, the Chapter 11 Cases, the Disclosure Statement, the New Equity Investment Agreement, the New Credit Agreement, the New First Lien Collateral Documents or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, including, without limitation, the solicitation of votes for and the pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and

all activities leading to the promulgation and confirmation of this Plan except for fraud, gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction; provided, however, that each Released Party will be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above referenced documents, actions or inactions; provided, further, however, that the foregoing provisions will not apply to any acts, omissions, Claims, Causes of Action or other obligations expressly set forth in and preserved by the Plan or Plan Supplement.

8. **Section 12.9 of the Plan contains the following Injunction Related to Releases and Exculpation:**

The Confirmation Order shall permanently enjoin the commencement, prosecution or continuation in any manner by any Person or entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, equity interests, Causes of Action or liabilities released pursuant to this Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, remedies, equity interests, Causes of Action or liabilities released in Sections 12.7 and 12.8 of this Plan. By accepting distributions pursuant to the Plan, each holder of an Allowed Claim will be deemed to have specifically consented to this injunction.

9. Copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection on the Court's website at http://ecf.deb.uscourts.gov. A login and password to the Court's Public Access to Electronic Court Records ("**PACER**") website are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.psc.uscourts.gov. Copies of the Disclosure Statement Order, the Plan and the Disclosure Statement may also be examined between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday at the Office of the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. Copies may also be obtained online at the website of the Debtors' claims agent, Prime Clerk LLC ("**Prime Clerk**"), at http://cases.primeclerk.com/ter, or by request to Prime Clerk at the following addresses and telephone number: Trump Entertainment Resorts, Inc. Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 9th Floor, New York, NY 10022; trumpballots@primeclerk.com; (844) 794-3476.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

10. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801 together with proof of service, and shall: (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors' chapter 11 cases; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; (c) provide proposed language to remedy any objection asserted; and (d) be served by hand delivery or in a manner as will cause such objection to be **received** on or before **December 10, 2014 at 4:00 p.m. (prevailing Eastern Time)** by: (i) Stroock & Stroock & Lavan, LLP, 180 Maiden Lane, New York, New York 10038 (Attn.: Kristopher M. Hansen, Esq. and Erez E.

Gilad, Esq.), proposed co-counsel to the Debtors; (ii) Young Conaway Stargatt & Taylor, LLP; Rodney Square, 1000 N. King Street, Wilmington, Delaware 19801 (Attn.: Matthew B. Lunn, Esq. and Robert F. Poppiti, Jr., Esq.), proposed co-counsel to the Debtors; (iii) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn.: Jane M. Leamy, Esq.); (iv) Dechert LLP, 1095 Avenue of the Americas, New York, NY 10036 (Attn: Allan S. Brilliant, Esq. and Craig P. Druehl, Esq.), and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, Wilmington, DE 19801 (Attn: Robert J. Dehney, Esq.), counsel to the First Lien Agent; and (v) Gibbons P.C., One Gateway Center, Newark, New Jersey 07102-5310 (Attn.: Karen Giannelli, Esq.), proposed counsel to the Committee. Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court.

Dated: _____, 2014
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 571-5038
Facsimile: (302) 571-1253

-and-

STROOCK & STROOCK & LAVAN LLP
180 Maiden Lane
New York, New York 10038-4982
Telephone: (212) 806–5400
Facsimile: (212) 806-6006

Proposed Counsel for the Debtors
and Debtors-in-possession

EXHIBIT D

Cure Notice

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. _____**

NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II) FIXING OF CURE AMOUNTS AND (III) DEADLINE TO OBJECT THERETO

PLEASE TAKE NOTICE that on September [*], 2014, Trump Entertainment Resorts, Inc. and its affiliated debtors and debtors-in-possession in the above captioned cases (each a "**Debtor**," and collectively, the "**Debtors**") filed in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") the *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 of Executory Contracts Assumed Pursuant to the Plan; and (IV) Granting Related Relief* [Docket No. ___] (the "**Solicitation Motion**"). The Solicitation Motion sought approval of, among other things, procedures for the fixing of Cure Amounts (as defined below) in connection with the potential assumption of certain executory contracts and unexpired leases (each, a "**Contract**," and collectively, the "**Contracts**") pursuant to the *Debtors' Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (the "**Plan**"), and the deadline to object to such Cure Amounts or assumptions.

PLEASE TAKE FURTHER NOTICE that on the schedule annexed hereto as Exhibit 1, the Debtors have indicated the cure amounts, calculated as of the date hereof, that the Debtors believe must be paid to compensate the non-Debtor parties for any actual pecuniary losses arising from any defaults under the Debtors' executory contracts and unexpired leases (each, an "**Assumed Contract or Lease**" and collectively, the "**Assumed Contracts 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.

Leases") being assumed under the Plan with such non-Debtor parties (in each instance, the "**Cure Amount**"). Unless otherwise set forth on the schedule annexed hereto as Exhibit 1, the proposed Cure Amounts do not take into account setoff rights of the Debtors. Parties receiving this Notice should locate their name under the column titled "Creditor Name" on Exhibit 1 annexed hereto.

PLEASE TAKE FURTHER NOTICE that any party objecting to the Cure Amounts, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable agreement, or objecting to the potential assumption of such Contract(s), shall be required to file and serve an objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Contracts and/or any and all objections to the potential assumption of such agreements, together with all documentation supporting such cure claim or objection. Any objections to the proposed assumption of the Contract(s) and/or the corresponding Cure Amount(s), must be filed with the Clerk of the Bankruptcy Court for the District of Delaware, Third Floor, 824 Market Street, Wilmington, Delaware 19801, and served upon each of the following notice parties so that the objection is received no later than **December 10, 2014 at 4:00 p.m. (prevailing Eastern Time)** (the "**Cure Objection Deadline**"):

The Debtors: Trump Entertainment Resorts, Inc., 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401, attention: Robert Griffin, with copies to Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038 (Attn.: Kristopher M. Hansen, Esq. and Erez E. Gilad, Esq.) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 N. King Street, Wilmington, Delaware 19801 (Attn.: Matthew B. Lunn, Esq. and Robert F. Poppiti, Jr., Esq.).

The Committee: proposed counsel to the Committee, Gibbons P.C., One Gateway Center, Newark, New Jersey 07102-5310 (Attn.: Karen Giannelli, Esq.).

Counsel to the First Lien Agent: Dechert LLP, 1095 Avenue of the Americas, New York, NY 10036 (Attn: Allan S. Brilliant, Esq. and Craig P. Druehl, Esq.), and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, Wilmington, DE 19801 (Attn: Robert J. Dehney, Esq.).

The Office of the United States Trustee, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn.: Jane M. Leamy, Esq.).

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed and the parties are unable to settle such objection, a hearing with respect to the assumption of your Contract and/or your Cure Amount will be held at the time of the Confirmation Hearing (**December 19, 2014 at 10:00 a.m. (prevailing Eastern Time)**) or such other hearing date to which the parties may mutually agree before the Honorable Kevin Gross in the United States Bankruptcy Court for the District of Delaware, 6th Floor, Courtroom No. 3, 824 Market Street, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that in the event that no Cure Objection is timely filed with respect to an Assumed Contract or Lease, the counterparty to such Assumed Contract or Lease shall be deemed to have consented to the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their

estates or the Reorganized Debtors. In addition, if no timely Cure Objection is filed with respect to an Assumed Contract or Lease, upon the Effective Date of the Plan, the Reorganized Debtors shall enjoy all of the rights and benefits under the Assumed Contract or Lease without the necessity of obtaining any party's written consent to the Debtors' assumption of such Assumed Contract or Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Assumed Contract or Lease.

PLEASE TAKE FURTHER NOTICE that if you agree with assumption of your Contract and the Cure Amount indicated, you need not take any further action.

PLEASE TAKE FURTHER NOTICE that, if the Debtors amend the list of Assumed Contracts and Leases and/or Cure Amounts annexed hereto, or any related pleading that lists the Assumed Contracts and Leases to add a contract or lease or to reduce the Cure Amounts, except where such reduction was based upon the mutual agreement of the parties, the affected non-debtor party(ies) shall be provided prompt notice and shall have at least seven (7) calendar days to object thereto or to propose an alternative Cure Amount(s).

PLEASE TAKE FURTHER NOTICE that the inclusion of a Contract or the setting of a Cure Amount herein is without prejudice to the Debtors' right to modify their election to assume or to reject such Contract or to modify such Cure Amount prior to the entry of a final, non-appealable order (which order may be the confirmation order) deeming such Contract assumed or rejected, and inclusion of a Contract herein is <u>not</u> a final determination that such Contract will, in fact, be assumed.

PLEASE TAKE FURTHER NOTICE that the inclusion of a Contract herein shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

[*Remainder of Page Intentionally Left Blank*]

Dated: _____, 2014
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Matthew B. Lunn (No. 4119)
Robert F. Poppiti, Jr. (No. 5052)
Ian J. Bambrick (No. 5455)
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New York, New York 10038-4982
Telephone: (212) 806–5400
Facsimile: (212) 806-6006

Proposed Counsel for the Debtors
and Debtors-in-possession

EXHIBIT 1

Proposed Cure Amounts