

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

	-----X	
	:	
In re:	:	Chapter 11
	:	
TRUMP ENTERTAINMENT RESORTS, INC., et al.,¹	:	Case No. 14-12103 (___)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	-----X	

DEBTORS’ MOTION FOR INTERIM AND FINAL ORDERS, PURSUANT TO SECTIONS 105(a) AND 366 OF THE BANKRUPTCY CODE, (I) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) DEEMING UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE PAYMENT, (III) ESTABLISHING PROCEDURES FOR DETERMINING ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT, AND (IV) SETTING A FINAL HEARING RELATED THERETO

Trump Entertainment Resorts, Inc. and its above-captioned affiliated debtors and debtors in possession (each, a “**Debtor**,” and collectively, the “**Debtors**”) hereby submit this motion (this “**Motion**”) for the entry of interim and final orders, substantially in the form attached hereto as Exhibits B and C, respectively, pursuant to sections 105(a) and 366(b) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”): (i) prohibiting the Debtors’ utility service providers from altering, refusing, or discontinuing utility services on account of pre-petition invoices; (ii) deeming the Debtors’ utility service providers adequately assured of future payment; (iii) establishing procedures for determining additional adequate assurance of future payment and authorizing the Debtors to provide additional adequate

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.

assurance of future payment to the Debtors' utility service providers; and (iv) setting a final hearing related thereto. The facts and circumstances supporting this Motion are set forth in the concurrently filed *Declaration of Robert Griffin In Support of Debtors' Chapter 11 Petitions and First Day Motions and Applications* (the "**First Day Declaration**"). In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the "**Amended Standing Order**"). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief sought herein are sections 105(a) and 366 of the Bankruptcy Code.

BACKGROUND

A. General

2. On the date hereof (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Concurrently with this Motion, the Debtors have also filed certain other motions and applications seeking certain "first day" relief.

3. The Debtors have continued in possession of their properties and have continued to operate and maintain their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. No request has been made for the appointment of a trustee or examiner and no official committee has been established in these chapter 11 cases.

5. Additional information about the Debtors' business and the events leading up to the Petition Date can be found in the First Day Declaration, which is incorporated herein by reference.

B. Utility Companies and Utility Services

6. In connection with the operation of their business, the Debtors have various utility companies (each, a "**Utility Company**," and collectively, the "**Utility Companies**") that provide natural gas, heat, electricity, cable, telephone, internet connectivity, water, waste disposal and/or other similar services (collectively, the "**Utility Services**") to the Debtors. Attached hereto as Exhibit A² is a list (the "**Utility Service List**") of Utility Companies providing services to the Debtors as of the Petition Date.

7. The Debtors' facilities are dependent on, among other things, electricity and natural gas for lighting, heating and air conditioning the Debtors' hotel and gaming operations and general office use. In addition, maintenance of telephone and other telecommunication services (including internet services) is imperative because the Debtors use these services to conduct various aspects of their hotel and gaming operations, including guest room telephone access, room and entertainment reservations, sales, vendor communications and other administrative functions. Continued water service is necessary to maintain, among other things, sanitary lavatory facilities for hotel guests, customers and employees. Any interruption of the Utility Services would severely disrupt the Debtors' day-to-day operations and be extremely harmful to their business, as the Debtors' facilities need to be fully operational 24

² The Debtors have endeavored to identify all of the Utility Companies and list them on Exhibit A hereto. However, inadvertent omissions may have occurred, and the omission from Exhibit A hereto of any entity providing Utility Services to the Debtors shall not be construed as an admission, waiver, acknowledgement or consent that section 366 of the Bankruptcy Code does not apply to such entity. In addition, the Debtors reserve the right to argue that any of the entities now or hereafter included on the Utility Service List are not "utilities" within the meaning of section 366(a) of the Bankruptcy Code.

hours a day in order to meet the needs of their casino and hotel customers. Therefore, the Debtors' business would be severely disrupted if the Utility Services were discontinued for even a brief period. Also, as noted in the First Day Declaration, subsequent to the Petition Date, the Debtors intend to cease normal business operations at the Trump Plaza Hotel and Casino (the "**Trump Plaza**"). Nevertheless, subsequent to that, the Debtors' continued receipt of certain of the Utility Services will be essential to the maintenance of the Trump Plaza and to ensure that the facility remains safe and secure. Maintaining certain of the Utility Services will also be necessary to satisfy certain of the conditions imposed by the DGE, namely that the Debtors maintain security personnel at the Trump Plaza for a period of time.

8. In general, the Debtors have established a good payment history with many of their Utility Companies, making payments on a regular and timely basis. The Debtors pay on average approximately \$2.9 million per month on account of the Utility Services. Approximately \$950,000 of this amount is attributable to the Trump Plaza and the remainder is attributable to the Trump Taj Mahal Casino Resort. However, once the Debtors have ceased normal business operations at the Trump Plaza, the Debtors anticipate that the amount of Utility Services attributable to the Trump Plaza will decrease significantly.

RELIEF REQUESTED

9. By this Motion, the Debtors request that the Court enter the interim order, substantially in the form annexed hereto as Exhibit B (the "**Proposed Interim Order**"), and the final order, substantially in the form annexed hereto as Exhibit C (the "**Proposed Final Order**"): (i) prohibiting the Utility Companies from altering, refusing or discontinuing the Utility Services on account of pre-petition invoices, including the making of demands for security deposits or accelerated payment terms; (ii) determining that the Debtors have provided each of the Utility

Companies with “adequate assurance of payment” within the meaning of section 366 of the Bankruptcy Code (“**Adequate Assurance**”), based, among other things, on the Debtors’ establishment of a segregated account in the amount of \$1,470,000, which equals 50% of the Debtors’ estimated monthly cost of the Utility Services subsequent to the Petition Date; (iii) establishing procedures for determining additional adequate assurance of future payment, if any, and authorizing the Debtors to provide additional adequate assurance of future payment to the Utility Companies (the “**Assurance Procedures**”); and (d) setting a final hearing (the “**Final Hearing**”) on the proposed Adequate Assurance and Assurance Procedures.

BASIS FOR RELIEF

10. Termination of any of the Utility Services will result in substantial disruption to the Debtors’ business, as well as loss of revenue and profits. Any interruption of the Utility Services would substantially diminish or impair the Debtors’ efforts to preserve and maximize the value of their estates and to successfully prosecute these chapter 11 cases. It is therefore critical that the Utility Services continue uninterrupted.

11. Section 366 of the Bankruptcy Code provides that, in a chapter 11 case, during the initial thirty (30) days after the commencement of the case, utilities may not alter, refuse or discontinue service to, or discriminate against, a debtor solely on the basis of the commencement of its case or the existence of pre-petition debts owed by the debtor. In a chapter 11 case, following the thirty-day period under section 366(c) of the Bankruptcy Code, utilities may discontinue service to the debtor if the debtor does not provide adequate assurance of future payment of its post-petition obligations in a form that is satisfactory to the utility, subject to the Court’s ability to modify the amount of adequate assurance.

12. The Debtors intend to pay undisputed post-petition charges for the Utility Services when due in the ordinary course of business. Nonetheless, to provide adequate assurance of payment for future services to the Utility Companies under section 366 of the Bankruptcy Code, the Debtors propose to deposit a sum of \$1,470,000 (the “**Utility Deposit**”), which represents 50% of the Debtors’ estimated monthly cost of the Utility Services subsequent to the Petition Date, into a segregated account (the “**Utility Deposit Account**”) within twenty (20) days of the Petition Date to be maintained during the pendency of these chapter 11 cases in the manner provided for herein and in the Proposed Interim Order and the Proposed Final Order.³

13. While the form of adequate assurance of payment may be limited to the types of security enumerated in section 366(c)(1)(A) of the Bankruptcy Code,⁴ the determination of the amount of the adequate assurance is within the discretion of the Court. It is well established that the requirement that a utility receive adequate assurance of payment does not require a guarantee of payment. Instead, the protection granted to a utility under section 366 of the Bankruptcy Code is intended to avoid exposing the utility to an unreasonable risk of nonpayment.

14. The Debtors submit that the Utility Deposit constitutes sufficient adequate assurance to the Utility Companies. However, the Debtors propose to establish the Assurance Procedures, pursuant to which a Utility Company may request additional adequate assurance of

³ As set forth above, although the Debtors’ continued receipt of certain of the Utility Services will be essential to the maintenance of the Trump Plaza and to ensure that the facility remains safe and secure subsequent to the cessation of normal business operations there, the Debtors anticipate that the amount of Utility Services attributable to the Trump Plaza will decrease significantly once normal business operations have ceased there. The Debtors reserve the right, in accordance with the terms of the Proposed Interim Order and the Proposed Final Order, to decrease the amount of the Utility Deposit by withdrawing from the Utility Deposit Account the amount deposited with respect to any Closed Accounts (as defined below) related to the Trump Plaza.

⁴ Section 366(c)(1)(A) provides that “assurance of payment” may be in the form of a cash deposit, letter of credit, certificate of deposit, surety bond, prepayment of utility consumption, or another form of security that is mutually agreed on between the utility and the debtor. 11 U.S.C. § 366(c)(1)(A).

payment. If any Utility Company believes additional assurance is required, it may request such additional assurance pursuant to the Assurance Procedures. The Assurance Procedures are as follows:

- (a) Any Utility Company desiring assurance of future payment for utility service beyond the Adequate Assurance must serve a request (an “**Additional Assurance Request**”) so that it is received by the Debtors at the following addresses: (i) Trump Entertainment Resorts, Inc., 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401 (Attn: Daniel McFadden); and (ii) proposed co-counsel to the Debtors, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038-4982 (Attn: Gabriel E. Sasson), and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE 19801 (Attn: Ashley E. Markow).
- (b) Any Additional Assurance Request must: (i) be made in writing; (ii) specify the amount and nature of assurance of payment that would be satisfactory to the Utility Company; (iii) set forth the location(s) for which Utility Services are provided and the relevant account number(s); (iv) describe any deposits, prepayments or other security currently held by the requesting Utility Company; and (v) explain why the requesting Utility Company believes the Adequate Assurance is not sufficient adequate assurance of future payment.
- (c) Upon the Debtors’ receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have thirty (30) days from the date of receipt of such request (collectively, the “**Resolution Period**”) to negotiate with the requesting Utility Company to resolve its Additional Assurance Request. The Debtors and the applicable Utility Company also may agree to extend the Resolution Period.
- (d) The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of the Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments and/or other forms of security, if the Debtors believe such additional assurance is reasonable. Without the need for any notice to, or action, order or approval of, the Court, the Debtors may reduce the amount of the Utility Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company.

- (e) If the Debtors determine that an Additional Assurance Request is not reasonable or are not able to resolve such request during the Resolution Period, the Debtors, during or promptly after the Resolution Period, will request a hearing before the Court to determine the adequacy of assurances of payment made to the requesting Utility Company (the “**Determination Hearing**”), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.
- (f) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for pre-petition services, the commencement of these chapter 11 cases, or any objections to the Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.
- (g) The Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make an Additional Assurance Request.

15. In addition to establishing the Assurance Procedures, the Debtors request a Final Hearing on this Motion to be held within twenty-five (25) days of the Petition Date to ensure that, if a Utility Company argues it can unilaterally refuse service to the Debtors on the thirty-first (31st) day after the Petition Date, the Debtors will have the opportunity, to the extent necessary, to request that the Court make such modifications to the Assurance Procedures in time to avoid any potential termination of the Utility Services.

16. It is possible that, despite the Debtors’ efforts, certain Utility Companies have not yet been identified by the Debtors or included on the Utility Service List (each, an “**Additional Utility Company**,” and collectively, the “**Additional Utility Companies**”). Thus, promptly upon the discovery of an Additional Utility Company, the Debtors will increase the Utility Deposit by an amount equal to approximately two (2) weeks of the Debtors’ estimated aggregate utility expense for each Additional Utility Company subsequent to the Petition Date. In addition, the Debtors request that the Court provide that the Additional Utility Companies are

subject to the terms of the Proposed Interim Order and the Proposed Final Order (including the Assurance Procedures) once entered by the Court.

17. Further, it is possible that during the course of these chapter 11 cases, certain utility accounts with the Utility Companies with respect to which funds have been contributed to the Utility Deposit will be closed (each, a “**Closed Account**”). The Debtors request that if any utility account with a Utility Company becomes a Closed Account during the course of these cases, the Debtors shall be authorized to decrease the amount of the Utility Deposit by withdrawing from the Utility Deposit Account the amount deposited with respect to such Closed Account.

18. The Debtors submit that their proposed method of furnishing adequate assurance of payment for post-petition Utility Services is not prejudicial to the rights of any Utility Company, and is in the best interest of the Debtors’ estates and creditors. Because uninterrupted Utility Services are vital to the Debtors’ business and, consequently, to the success of their chapter 11 cases, the relief requested herein is necessary and in the best interests of the Debtors’ estates and creditors. Such relief ensures that the Debtors’ business operations will not experience any unexpected or inopportune interruption during the pendency of these chapter 11 cases, and provides the Utility Companies and the Debtors with an orderly, fair procedure for determining “adequate assurance” of payment.

19. Finally, the Debtors submit that relief similar to that requested herein is routinely approved in chapter 11 cases in this District. See, e.g., In re F&H Acquisition Corp., Case No. 13-13220 (KG) (Dec. 17, 2013, interim order, and Jan. 8, 2014, final order); Tropicana Entertainment, LLC, Case No. 08-10856 (KJC) (May 6, 2008, interim order, and May 30, 2008, final order).

20. For the foregoing reasons, the Debtors believe that granting the relief requested herein is appropriate and in the best interests of their estates and creditors.

WAIVER OF STAY UNDER BANKRUPTCY RULE 6004(h)

21. Pursuant to Rule 6004(h) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As set forth throughout this Motion, any interruption of the Utility Services would substantially diminish or impair the Debtors’ efforts to preserve and maximize the value of their estates and to successfully prosecute these chapter 11 cases.

22. For this reason and those set forth above, the Debtors submit that ample cause exists to justify a waiver of the fourteen day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable to the Proposed Interim Order and the Proposed Final Order.

RESERVATION OF RIGHTS

23. Nothing in the Proposed Interim Order, the Proposed Final Order or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors, (ii) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates, (iii) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against a Utility Company, or (iv) shall be construed as a promise to pay a claim.

NOTICE

24. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the Debtors' thirty (30) largest unsecured creditors; (v) counsel to the First Lien Agent; (vi) the New Jersey Casino Control Commission; and (vii) the New Jersey Division of Gaming Enforcement. Notice of this Motion and any order entered hereon will be served in accordance with Rule 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

NO PRIOR REQUEST

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

Remainder of page intentionally left blank

CONCLUSION

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

Dated: September 9, 2014
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Robert F. Poppiti, Jr.

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
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-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 A

Utility Service List

Utility Company	Utility Company Address
AT&T	P.O. Box 78225 Phoenix, AZ 85062
AT&T Business Internet Services	P.O. Box 78225 Phoenix, AZ 85062
AT&T Mobility	P.O. Box 6463 Carol Stream, IL 60197
Atlantic City Electric	P.O. Box 4875 Trenton, NJ 08650
Atlantic City Municipal Utilities Authority	401 N. Virginia Avenue Atlantic City, NJ 08401
Atlantic City Sewerage Company	1200 Atlantic Avenue, Suite 300 Atlantic City, NJ 08401
Atlantic Coast Alarm	5100 Harding Highway Mays Landing, NJ 08330
Comcast	P.O. Box 3006 Southeastern, PA 19398
Comcast Business Communication	P.O. Box 37601 Philadelphia, PA 19101
Fibertech Networks	300 Median Centre Rochester, NY 14618
Premier Global Services	P.O. Box 404351 Atlanta, GA 30384
SONIFI Solutions, f/k/a LodgeNet Interactive Corporation	3900 W. Innovation Street Sioux Falls, SD 57107
South Jersey Gas Co.	P.O. Box 6000 Folsom, NJ 08037
Thermal Energy Limited Partnership 1	1825 Atlantic Ave Atlantic City, NJ 08401
Verizon	P.O. Box 4833 Trenton, NJ 08650
Verizon Business Network Services	P.O. Box 3711873 Pittsburgh, PA 15250
Waste Management	1001 Fannin, Suite 4000 Houston, TX 77002

EXHIBIT B

Proposed Interim Order

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

	-X	
	:	
	:	
In re:	:	Chapter 11
	:	
TRUMP ENTERTAINMENT RESORTS, INC., et al.,¹	:	Case No. 14-12103 (___)
	:	
Debtors.	:	Jointly Administered
	:	
	:	Ref. Docket No. _____
	-X	

**INTERIM ORDER, PURSUANT TO SECTIONS 105(a) AND 366
OF THE BANKRUPTCY CODE, (I) PROHIBITING UTILITY COMPANIES
FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES,
(II) DEEMING UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE
PAYMENT, (III) ESTABLISHING PROCEDURES FOR DETERMINING
ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT,
AND (IV) SETTING A FINAL HEARING RELATED THERETO**

Upon consideration of the motion (the “**Motion**”)² of Trump Entertainment Resorts, Inc. and its above-captioned affiliated debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of interim and final orders, pursuant to sections 105(a) and 366(b) of the Bankruptcy Code, (i) prohibiting the Utility Companies from altering, refusing, or discontinuing Utility Services on account of pre-petition invoices, (ii) deeming the Debtors’ Utility Companies adequately assured of future payment, (iii) establishing Assurance Procedures for determining additional adequate assurance of future payment and authorizing the Debtors to provide additional adequate assurance of future payment to the Utility Companies, and (iv) setting a final hearing related thereto; and upon consideration of the Motion and all pleadings

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Trump Entertainment Resorts, Inc. (8402), Trump Entertainment Resorts Holdings, L.P. (8407), Trump Plaza Associates, LLC (1643), Trump Marina Associates, LLC (8426), Trump Taj Mahal Associates, LLC (6368), Trump Entertainment Resorts Development Company, LLC (2230), TER Development Co., LLC (0425) and TERH LP Inc. (1184). The mailing address for each of the Debtors is 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401.

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

related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis as set forth herein.
2. Subject to the Assurance Procedures set forth below, no Utility Company may (a) alter, refuse, terminate or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these chapter 11 cases or on account of outstanding pre-petition invoices or (b) require additional assurance of payment, other than the Utility Deposit, as a condition to the Debtors receiving such Utility Services.
3. The Debtors shall deposit, as adequate assurance for the Utility Companies, \$1,470,000 in the aggregate (the “**Utility Deposit**”) into a segregated account (the “**Utility Deposit Account**”) within twenty (20) days of the Petition Date to be maintained during the pendency of these cases. The Utility Deposit Account may be either interest-bearing or non-interest-bearing in the Debtors’ discretion.
4. Subject to the Assurance Procedures set forth below, the Utility Deposit constitutes adequate assurance of future payment to the Utility Companies under section 366 of the Bankruptcy Code (the “**Adequate Assurance**”).

5. The following Assurance Procedures are approved in all respects:
- (a) Any Utility Company desiring assurance of future payment for utility service beyond the Adequate Assurance must serve a request (an “**Additional Assurance Request**”) so that it is received by the Debtors at the following addresses: (i) Trump Entertainment Resorts, Inc., 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401 (Attn: Daniel McFadden); and (ii) proposed co-counsel to the Debtors, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038-4982 (Attn: Gabriel E. Sasson), and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE 19801 (Attn: Ashley E. Markow).
 - (b) Any Additional Assurance Request must: (i) be made in writing; (ii) specify the amount and nature of assurance of payment that would be satisfactory to the Utility Company; (iii) set forth the location(s) for which utility services are provided and the relevant account number(s); (iv) describe any deposits, prepayments or other security currently held by the requesting Utility Company; and (v) explain why the requesting Utility Company believes the Adequate Assurance is not sufficient adequate assurance of future payment.
 - (c) Upon the Debtors’ receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have thirty (30) days from the date of receipt of such request (collectively, the “**Resolution Period**”) to negotiate with the requesting Utility Company to resolve its Additional Assurance Request. The Debtors and the applicable Utility Company also may agree to extend the Resolution Period.
 - (d) The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of this Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments and/or other forms of security, if the Debtors believe such additional assurance is reasonable. Without the need for any notice to, or action, order or approval of, this Court, the Debtors may reduce the amount of the Utility Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company.
 - (e) If the Debtors determine that an Additional Assurance Request is not reasonable or are not able to resolve such request during the Resolution Period, the Debtors, during or promptly after the Resolution Period, will request a hearing before this Court to determine the adequacy of assurances of payment made to the requesting Utility Company (the

“**Determination Hearing**”), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.

- (f) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services, the commencement of these chapter 11 cases, or any objections to the Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.
- (g) The Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make an Additional Assurance Request.

6. The Debtors are authorized, as necessary, to provide a copy of this Order, and any final order approving the relief requested in the Motion (any such order, the “**Final Order**”), to any Utility Company not listed on the Utility Service List (each, an “**Additional Utility Company**,” and collectively, the “**Additional Utility Companies**”) as such Utility Companies are identified. Promptly upon providing a copy of this Order and the Final Order to an Additional Utility Company, the Debtors shall increase the Utility Deposit by an amount equal to approximately two (2) weeks of the Debtors’ estimated aggregate utility expense for such Additional Utility Company subsequent to the Petition Date. The Additional Utility Companies shall be subject to the terms of this Order and the Final Order, including the Assurance Procedures.

7. Each Utility Company shall be deemed to have adequate assurance of payment under section 366 of the Bankruptcy Code unless and until: (a) the Debtors, in their discretion, agree to an alternative assurance of payment with the Utility Company; or (b) this Court enters an order, after a Determination Hearing, requiring that additional adequate assurance of payment be provided to the Utility Company.

8. If any utility account with a Utility Company becomes a Closed Account during the course of these chapter 11 cases, without the need for further order of this Court or notice to any parties, the Debtors shall be authorized to decrease the amount of the Utility Deposit by withdrawing from the Utility Deposit Account the amount deposited with respect to such Closed Account. Upon the effective date of a chapter 11 plan in these cases, the Debtors may close the Utility Deposit Account without the need for any notice to, or action, order or approval of, this Court.

9. A final hearing on the relief sought in the Motion shall be conducted on _____, 2014 at _____ .m. (ET). The deadline by which objections to the Motion and to entry of the Final Order must be filed is _____, 2014 at 4:00 p.m. (ET). If no objections are timely filed, this Court may enter the Final Order without further notice or a hearing.

10. Nothing in this Order (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors, (b) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates, (c) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against a Utility Company, or (d) shall be construed as a promise to pay a claim.

11. Nothing in this Order is intended or shall be deemed to constitute a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Service List or is served with a copy of this Order or the Motion.

12. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

13. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

14. All time periods referenced in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

15. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: September _____, 2014
Wilmington, Delaware

United States Bankruptcy Judge

EXHIBIT C

Proposed Final Order

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

	-X	
	:	
	:	
In re:	:	Chapter 11
	:	
TRUMP ENTERTAINMENT RESORTS, INC., et al.,¹	:	Case No. 14-12103 (___)
	:	
Debtors.	:	Jointly Administered
	:	
	:	Ref. Docket No. _____
	-X	

**FINAL ORDER, PURSUANT TO SECTIONS 105(a) AND 366 OF
THE BANKRUPTCY CODE, (I) PROHIBITING UTILITY COMPANIES
FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES,
(II) DEEMING UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE
PAYMENT, AND (III) ESTABLISHING PROCEDURES FOR DETERMINING
ADDITIONAL ADEQUATE ASSURANCE OF PAYMENT**

Upon consideration of the motion (the “**Motion**”)² of Trump Entertainment Resorts, Inc. and its above-captioned affiliated debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of interim and final orders, pursuant to sections 105(a) and 366(b) of the Bankruptcy Code, (i) prohibiting the Utility Companies from altering, refusing, or discontinuing Utility Services on account of pre-petition invoices, (ii) deeming the Debtors’ Utility Companies adequately assured of future payment, and (iii) establishing Assurance Procedures for determining additional adequate assurance of future payment and authorizing the Debtors to provide additional adequate assurance of future payment to the Utility Companies, and (iv) setting a final hearing related thereto; and upon consideration of the Motion and all

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Trump Entertainment Resorts, Inc. (8402), Trump Entertainment Resorts Holdings, L.P. (8407), Trump Plaza Associates, LLC (1643), Trump Marina Associates, LLC (8426), Trump Taj Mahal Associates, LLC (6368), Trump Entertainment Resorts Development Company, LLC (2230), TER Development Co., LLC (0425) and TERH LP Inc. (1184). The mailing address for each of the Debtors is 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401.

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

pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.
2. Subject to the Assurance Procedures set forth below, no Utility Company may (a) alter, refuse, terminate or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these chapter 11 cases or on account of outstanding pre-petition invoices or (b) require additional assurance of payment, other than the Utility Deposit, as a condition to the Debtors receiving such Utility Services.
3. To the extent not already deposited, the Debtors shall deposit, as adequate assurance for the Utility Companies, \$1,470,000 in the aggregate (the “**Utility Deposit**”) into a segregated account (the “**Utility Deposit Account**”) within twenty (20) days of the Petition Date to be maintained during the pendency of these cases. The Utility Deposit Account may be either interest-bearing or non-interest-bearing in the Debtors’ discretion.
4. Subject to the Assurance Procedures set forth below, the Utility Deposit constitutes adequate assurance of future payment to the Utility Companies under section 366 of the Bankruptcy Code (the “**Adequate Assurance**”).

5. The following Assurance Procedures are approved in all respects:
- (a) Any Utility Company desiring assurance of future payment for utility service beyond the Adequate Assurance must serve a request (an “**Additional Assurance Request**”) so that it is received by the Debtors at the following addresses: (i) Trump Entertainment Resorts, Inc., 1000 Boardwalk at Virginia Avenue, Atlantic City, NJ 08401 (Attn: Daniel McFadden); and (ii) proposed co-counsel to the Debtors, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038-4982 (Attn: Gabriel E. Sasson), and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE 19801 (Attn: Ashley E. Markow).
 - (b) Any Additional Assurance Request must: (i) be made in writing; (ii) specify the amount and nature of assurance of payment that would be satisfactory to the Utility Company; (iii) set forth the location(s) for which utility services are provided and the relevant account number(s); (iv) describe any deposits, prepayments or other security currently held by the requesting Utility Company; and (v) explain why the requesting Utility Company believes the Adequate Assurance is not sufficient adequate assurance of future payment.
 - (c) Upon the Debtors’ receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have thirty (30) days from the date of receipt of such request (collectively, the “**Resolution Period**”) to negotiate with the requesting Utility Company to resolve its Additional Assurance Request. The Debtors and the applicable Utility Company also may agree to extend the Resolution Period.
 - (d) The Debtors, in their discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of this Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments and/or other forms of security, if the Debtors believe such additional assurance is reasonable. Without the need for any notice to, or action, order or approval of, this Court, the Debtors may reduce the amount of the Utility Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company.
 - (e) If the Debtors determine that an Additional Assurance Request is not reasonable or are not able to resolve such request during the Resolution Period, the Debtors, during or promptly after the Resolution Period, will request a hearing before this Court to determine the adequacy of assurances of payment made to the requesting Utility Company (the

“**Determination Hearing**”), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.

- (f) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be restrained from discontinuing, altering or refusing service to the Debtors on account of unpaid charges for prepetition services, the commencement of these chapter 11 cases, or any objections to the Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.
- (g) The Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make an Additional Assurance Request.

6. The Debtors are authorized, as necessary, to provide a copy of this Order to any Utility Company not listed on the Utility Service List (each, an “**Additional Utility Company**,” and collectively, the “**Additional Utility Companies**”) as such Utility Companies are identified. Promptly upon providing a copy of this Order to an Additional Utility Company, the Debtors shall increase the Utility Deposit by an amount equal to approximately two (2) weeks of the Debtors’ estimated aggregate utility expense for such Additional Utility Company subsequent to the Petition Date. The Additional Utility Companies shall be subject to the terms of this Order, including the Assurance Procedures.

7. Each Utility Company shall be deemed to have adequate assurance of payment under section 366 of the Bankruptcy Code unless and until: (a) the Debtors, in their discretion, agree to an alternative assurance of payment with the Utility Company; or (b) this Court enters an order, after a Determination Hearing, requiring that additional adequate assurance of payment be provided to the Utility Company.

8. If any utility account with a Utility Company becomes a Closed Account during the course of these chapter 11 cases, without the need for further order of this Court or notice to any parties, the Debtors shall be authorized to decrease the amount of the Utility

Deposit by withdrawing from the Utility Deposit Account the amount deposited with respect to such Closed Account. Upon the effective date of a chapter 11 plan in these cases, the Debtors may close the Utility Deposit Account without the need for any notice to, or action, order or approval of, this Court.

9. Nothing in this Order (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors, (b) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates, (c) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against a Utility Company, or (d) shall be construed as a promise to pay a claim.

10. Nothing in this Order is intended or shall be deemed to constitute a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Service List or is served with a copy of the interim order on the Motion previously entered by this Court, this Order or the Motion.

11. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

12. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

13. All time periods referenced in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2014
Wilmington, Delaware

United States Bankruptcy Judge