UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

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

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In re:

TCI 2 HOLDINGS, LLC, et al.,

Debtors.

Chapter 11
Case No.: 09-13654 (JHW)

(Jointly Administered)

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~~FOURTH~~FIFTH AMENDED DISCLOSURE STATEMENT FOR JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE PROPOSED BY BEAL BANK AND ICAHN PARTNERS

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GLOSSARY

The terms in the following table are used in this Disclosure Statement and are the same as, or plain English summaries of, those used in the Plan. Please refer to the Plan for the complete definition of these terms. Capitalized terms used in this Disclosure Statement, and not otherwise defined herein, have the meaning ascribed to them in the Plan.

Accredited Investor	Means an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act.
Accredited Investor Questionnaire	Means the Accredited Investor Questionnaire filed with the Bankruptcy Court as an exhibit to the Disclosure Statement Order and approved by the Bankruptcy Court in connection with the Plan.
Ad Hoc Committee	The ad hoc committee of certain holders of Second Lien Notes represented by Stroock & Stroock & Lavan LLP and Lowenstein Sandler PC.
Administrative Agent	Means Beal Bank (f/k/a Beal Bank, S.S.B.), as administrative agent under the First Lien Credit Agreement, and its successors, assigns or designees.
Administrative Expense Claim	Means any right to payment constituting a cost or expense of administration of any of the Reorganization Cases allowed under sections 503(b), 507(a)(2) and 1114(e) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of preserving the Debtors' estates, any actual and necessary costs and expenses of operating the Debtors' business, any indebtedness or obligations incurred or assumed by the Debtors, as Debtors in Possession, during the Reorganization Cases, including, without limitation, for the acquisition or lease of property or an interest in property or the rendition of services, any allowances of compensation and reimbursement of expenses to the extent allowed by Final Order under sections 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the estates of the Debtors under section 1930 of chapter 123 of title 28 of the United States Code.
Administrative Expense Claims Bar Date	Means the Business Day which is seven (7) days after the Confirmation Date or such other date as approved by order of the Bankruptcy Court.
Agents	Means the Administrative Agent and Collateral Agent.
AHC-Debtor Plan	Means the Sixth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code Proposed by the Ad Hoc Committee of Holders of 8.5% Senior Secured Notes Due 2015 and the Debtors dated December 24, 2009, as such plan may be amended, modified or supplemented.
Allowed	Means, with reference to any Claim, (i) any Claim against any Debtor which has been listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim has been filed and for which no objection has been interposed, (ii) any timely filed Claim as to which no objection to allowance has been interposed in accordance with section 7.1 of the Plan or such other applicable period of limitation fixed

	by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective holder, or (iii) any Claim expressly allowed by a Final Order or hereunder.
Amended Organizational Documents	Means the amended and/or restated certificate of incorporation or formation, the amended and/or restated bylaws, and/or such other applicable organizational documents (including any limited liability company operating agreement or partnership agreement) of New Partner Co, NewCo and Reorganized TER Holdings and of the other Reorganized Debtors, each in form and substance acceptable to Icahn Partners.
Backstop Agreement	Means that certain Backstop Agreement in substantially the same form as attached to the Disclosure Statement, as revised to reflect the terms (including without limitation, the terms of the Rights Offering) set forth in the Plan and as the same may be thereafter amended, to be entered into by and among the Backstop Parties, NewCo and Reorganized TER Holdings, as it may be further amended from time to time in accordance with the terms thereof.
Backstop Allocation	Means the New Common Stock to be issued to and allocated among the Backstop Parties pursuant to and in accordance with the terms of Section 3(b) of the Backstop Agreement equal to 3.740% of the outstanding New Common Stock on a Fully Diluted Basis.
Backstop Commitment	Means the agreement of each Backstop Party pursuant to the Backstop Agreement to purchase its proportion of all of the Unsubscribed Shares that are not purchased by the Rights Offering Participants as part of the Rights Offering.
Backstop New Common Stock	Means New Common Stock to be purchased by the Backstop Parties pursuant to the Backstop Commitment.
Backstop Parties	Means the parties that are signatories to the Backstop Agreement other than NewCo and Reorganized TER Holdings and their successors, designees and assigns.
Backstop Purchase Price	Means an amount in dollars equal to the product of the number of Unsubscribed Shares and the Per Share Subscription Amount.
Bankruptcy Code	Means title 11 of the United States Code, as amended from time to time, as applicable to the Reorganization Cases.
Bankruptcy Court	Means the United States Bankruptcy Court for the District of New Jersey having jurisdiction over the Reorganization Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code, the unit of such District Court having jurisdiction over the Reorganization Cases under section 151 of title 28 of the United States Code.
Bankruptcy Rules	Means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the

	Reorganization Cases, and any Local Rules of the Bankruptcy Court.
Beal Bank	Means Beal Bank (f/k/a Beal Bank, S.S.B.) and/or Beal Bank Nevada, in each case, as applicable, and their respective successors, designees and assigns.
BNAC	Means BNAC, Inc., a Texas corporation, and a direct or indirect wholly-owned subsidiary of Beal Bank Nevada.
Business Day	Means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.
Call Option	Means Icahn Partners' right under the Put/Call Agreement to purchase the Unpurchased Interest.
Cash	Means legal tender of the United States of America.
Causes of Action	Means without limitation, any and all actions, causes of action, controversies, liabilities, obligations, rights, suits, damages, judgments, claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity or otherwise.
Claim	Has the meaning set forth in section 101(5) of the Bankruptcy Code.
Class	Means any group of Claims or Equity Interests classified by the Plan pursuant to section 1122(a)(1) of the Bankruptcy Code.
Collateral Agent	Means Beal Bank (f/k/a Beal Bank S.S.B.), as collateral agent under the First Lien Credit Agreement, its successors, assigns or designees.
Commencement Date	Means February 17, 2009.
Confirmation Date	Means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.
Confirmation Hearing	Means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.
Confirmation Order	Means the order of the Bankruptcy Court confirming the Plan as to each of the Debtors pursuant to section 1129 of the Bankruptcy Code.
Convenience Amount	Means an amount to be set forth in the Plan Supplement or other filing with the Bankruptcy Court.
Convenience Class Claim	Means a General Unsecured Claim, other than a Second Lien Note Deficiency Claim (i) Allowed in an amount less than or equal to the

	Convenience Amount or (ii) as to which the Holder of such General Unsecured Claim has elected (by marking the appropriate box on its ballot for voting on the Plan) to reduce its Claim to the Convenience Amount in order to have its Claim treated as a Convenience Class Claim.
Conversion	Means the issuance of First Lien Conversion New Common Stock in respect of the First Lien Claims pursuant to Section 4.3(ii) of the Plan.
Debtor Subsidiaries	Means the Debtors, other than TER, TCI 2 and TER Holdings.
Debtors	Means TCI 2 Holdings, LLC; TER; TER Holdings; TER Funding; Trump Entertainment Resorts Development Company, LLC; Trump Taj Mahal Associates, LLC, d/b/a Trump Taj Mahal Casino Resort; Trump Plaza Associates, LLC, d/b/a Trump Plaza Hotel and Casino; Trump Marina Associates, LLC, d/b/a Trump Marina Hotel Casino; TER Management Co., LLC; and TER Development Co., LLC.
Debtors in Possession	Means the Debtors in their capacity as debtors in possession in the Reorganization Cases pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.
Disallowed	Means a finding of the Bankruptcy Court in a Final Order or provision in the Plan providing that a Disputed Claim shall not be Allowed.
Disbursing Agent	Means any entity (including any applicable Debtor if it acts in such capacity) in its capacity as a disbursing agent under section 6.4 of the Plan.
Disclosure Statement	This document together with the annexed exhibits and schedules.
Disclosure Statement Order	Means the order of the Bankruptcy Court approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code and approving the procedures for solicitation of this Plan and the Rights Offering.
Disputed Claim	Means any Claim which has not been Allowed pursuant to the Plan or a Final Order, and: (a) if no proof of claim has been filed by the applicable deadline: (i) a Claim that has been or hereafter is listed on the Schedules as disputed, contingent or unliquidated; or (ii) a Claim that has been or hereafter is listed on the Schedules as other than disputed, contingent or unliquidated, but as to which the Debtors or Reorganized Debtors or any other party in interest has interposed an objection or request for estimation which has not been withdrawn or determined by a Final Order; or (b) if a proof of claim or request for payment of an Administrative Expense Claim has been filed by the applicable deadline: (i) a Claim for which no corresponding Claim has been or hereafter is listed on the Schedules; (ii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as

	asserted in the proof of claim varies from the nature and amount of such Claim as listed on the Schedules; (iii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as disputed, contingent or unliquidated; or (iv) a Claim for which a timely objection or request for estimation is interposed by the Debtors, the Reorganized Debtors or any other party in interest which has not been withdrawn or determined by a Final Order.
Disputed Rights Offering List	Means a schedule identifying the General Unsecured Claims, other than Second Lien Note Claims, as to which the Backstop Parties dispute the Rights Participation Claim Amount, as determined by Backstop Parties, for the holder of each such Claim for purposes of Section 5.3 of the Plan, which schedule shall be filed on or prior to the Subscription Commencement Date.
Distribution Record Date	Means the Confirmation Date.
DJT Parties	Means (i) Donald J. Trump, (ii) Ivanka Trump, (iii) Trump Organization LLC, (iv) Ace Entertainment Holdings, Inc., (v) entities under the control, directly or indirectly, of Donald J. Trump and/or Ivanka Trump, and (vi) the respective affiliates (other than the Debtors) of each of the foregoing together with the successors and assigns of each of the foregoing.
DJT Settlement Agreement	Means that certain Plan Support Agreement, dated as of November 16, 2009, among the members of the Ad Hoc Committee and the DJT Parties.
Effective Date	Means a Business Day on or after the Confirmation Date selected by the First Lien Lenders on which the conditions to the effectiveness of the Plan specified in section 9 have been satisfied or waived.
Eligible Holder	Means a holder of an Allowed General Unsecured Claim or an Allowed Second Lien Note ~~Secured~~ Claim as of the Rights Offering Record Date who has timely completed and returned an Accredited Investor Questionnaire representing that such holder is an Accredited Investor in accordance with the Disclosure Statement Order. ~~Each~~Notwithstanding the foregoing, each of the Backstop Parties shall be deemed an Eligible Holder for purposes of this Plan and the Rights Offering without any further action by such Backstop Parties and regardless of whether any such Backstop Party returned an Accredited Investor Questionnaire.
Equity Interest	Means any equity security (as defined in section 101(16) of the Bankruptcy Code) or general or limited partnership interest in any of the Debtors.
Exchange Act	Means the Securities Exchange Act of 1934, as amended.
Final Cash Collateral Order	Means that Final Order (I) Authorizing Use of Cash Collateral Pursuant to Section 363 of Bankruptcy Code and (II) Providing Adequate Protection to Prepetition Secured Parties Pursuant to Sections 361, 362, 363, and 364 of Bankruptcy Code, entered by the Bankruptcy Court on March 23, 2009 (as amended, modified or supplemented from time to time).

Final Distribution Date	Means, in the event there exists on the Effective Date any Disputed Claims, a date selected by the First Lien Lenders, in their sole discretion, after which all such Disputed Claims have been resolved by Final Order.
Final Order	Means an order or judgment of the Bankruptcy Court entered by the Clerk of the Bankruptcy Court on the docket in the Reorganization Cases, which has not been reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument or rehearing shall then be pending, or (ii) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not cause such order to not be a Final Order.
First Lien Conversion New Common Stock	Means New Common Stock to be issued to the First Lien Lenders pursuant to the Conversion representing (i) 62.598% of the outstanding New Common Stock on a Fully Diluted Basis if the Rights Offering is fully subscribed and (ii) 78.596% of the New Common Stock on a Fully Diluted Basis if the Rights Offering is not consummated; provided, in either case, that the First Lien Lenders may designate one or more affiliates to which some or all of such New Common Stock are to be issued.
First Lien Credit Agreement	Means that certain Credit Agreement dated as of December 21, 2007, among TER Holdings, as borrower, TER, as a guarantor, the subsidiary guarantors named therein, Beal Bank (f/k/a Beal Bank, S.S.B.) and Beal Bank Nevada, as Lenders, and Beal Bank (f/k/a Beal Bank, S.S.B.), as Administrative Agent and Collateral Agent, as amended by that certain First Amendment to Credit Agreement dated as of December 21, 2007, Second Amendment to Credit Agreement dated as of May 29, 2008, and Third Amendment to Credit Agreement dated as of October 28, 2008.
First Lien Lender Claims	Means any and all Claims arising under or in connection with the First Lien Credit Agreement and all documents relating thereto. The First Lien Lender Claims include an Allowed Secured Claim totaling $485,062,701.38 in principal as of September 30, 2009, plus interest, fees, costs, and any other charges or amounts due thereon or in connection therewith, none of which shall be subject, in any way, to defense, recharacterization, setoff, preference, fraudulent transfer, disgorgement, or other claim whatsoever.
First Lien Lenders	Means the lenders under the First Lien Credit Agreement, including Beal Bank Nevada, Icahn Partners, and any successors, assigns or designees.

First Lien Loan Documents	Means all Loan Documents (as defined in the First Lien Credit Agreement) and any other agreements and documents delivered pursuant thereto or in connection therewith.
Fully Diluted Basis	Means the percentage of ownership that would result after giving effect to the Rights Offering (if applicable), the Conversion, the Backstop Allocation (if applicable), the conversion of the Icahn DIP Loan into New Common Stock (if applicable) and the conversion of the Icahn Equity Contribution into New Common Stock (if applicable); *provided*, however that the term "Fully Diluted Basis", when used in reference to the equity of the Reorganized Debtors, shall also include the issuance of 0.5% of the Membership Interests in Reorganized TER Holdings to each of New Partner Co and Reorganized TER.
General Unsecured Claim	Means any Claim against any of the Debtors other than (a) Intercompany Claims; (b) First Lien Lender Claims; (c) Second Lien ~~Secured~~Note Claims; (d) Other Secured Claims; (e) Administrative Expense Claims; (f) Priority Tax Claims; and (g) Claims paid before the Effective Date in connection with that certain order entered by the Bankruptcy Court on or about February 20, 2009, authorizing the Debtors to pay certain prepetition claims of critical vendors and approving procedures related thereto. For avoidance of doubt, General Unsecured Claims shall not include the Second Lien Note Deficiency Claims.
Icahn DIP Loan	Means a debtor in possession loan in the amount of $45 million that Icahn Partners shall make to the Debtors on the Confirmation Date, on terms and conditions reasonably acceptable to the Debtors and Icahn Partners, the proceeds of which shall be used for working capital purposes and Cash payments required under the Plan.
Icahn Equity Contribution	Means a $80 million Cash payment (i.e., equity contribution) that Icahn Partners shall make to the Debtors on the Effective Date, if the Rights Offering is not consummated.
Icahn Partners	Means Icahn Partners LP, Icahn Partners Master Fund LP, Icahn Partners Master Fund II LP and Icahn Partners Master Fund III LP, and their respective successors, designees and assigns.
Icahn Penalty Payment	Means a Cash payment in the amount of $50 million to be made by Icahn Partners on the Confirmation Date to an escrow account with a third party that is mutually acceptable to Icahn Partners and the Debtors, which payment shall be forfeited to the Debtors under certain circumstances as described in Section 5.10 of the Plan.
Intercompany Claim	Means any Claim of a Debtor against another Debtor.
License Agreement	Means that certain Amended and Restated Trademark License Agreement dated May 20, 2005, by and among Donald J. Trump, TER Holdings, and solely for purposes of Sections 5.3, 5.4, 9, 10.2.1 and 11 of the License Agreement, TER, Trump Taj Mahal Associates, LLC, Trump Plaza Associates, LLC, Trump Marina Associates, LLC, and Trump Indiana, Inc.

Membership Interests	Means the sole class of membership interests in the limited liability company of Reorganized TER Holdings.
New Common Stock	Means the shares of common stock, par value $0.01, of NewCo, of which 120,000,000 shares shall be authorized pursuant to the Certificate of Incorporation.
New Partner Co	Means New Partner Corporation, a "C" corporation newly formed under the laws of the State of Delaware and to be wholly-owned by the First Lien Lenders, or one or more of its affiliates, for the purpose of, among other things, holding Membership Interests in accordance with the terms of the Plan.
NewCo	Means NewCorporation, a corporation newly formed under the laws of the State of Delaware, which shall issue New Common Stock and hold Membership Interests, each in accordance with the terms of the Plan.
Non-Debtor Released Parties	Means the Released Parties other than the Debtors and Reorganized Debtors.
Other Priority Claim	Means any Claim against any of the Debtors other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a)(3), (4), (5), (6), (7) or (9) of the Bankruptcy Code.
Other Secured Claim	Means any Secured Claim against the Debtors not constituting a First Lien Lender Claim or a Second Lien Note Claim or a Claim arising under or relating to any guaranty obligation under (i) the First Lien Credit Agreement; (ii) the Second Lien Notes or (iii) that certain indenture governing the Second Lien Notes, dated as of May 20, 2005, by and among TER Holdings and TER Funding, as issuers, the guarantors named therein, and U.S. Bank, National Association, as indenture trustee.
Per Share Subscription Price	Means the amount in dollars required to be paid by an Eligible Holder to exercise a Subscription Right in the Rights Offering.
Plan or Plan of Reorganization	Means the joint chapter 11 plan of reorganization, including the exhibits thereto, as the same may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms thereof, attached hereto as Exhibit A.
Plan Documents	Means the Plan and any related documents or agreements, including but not limited to the Backstop Agreement.
Plan Filing Date	Means the first date that this Plan is filed with the Bankruptcy Court.
Plan Proponents	Means Beal Bank and Icahn Partners, and their respective successors, designees and assigns.
Plan Supplement	Means a supplemental appendix to the Plan containing, among other things, forms of the (i) Amended Organizational Documents for Reorganized TER Holdings and any other entities, as deemed necessary or desirable by the Administrative Agent or Collateral Agent, as applicable,

	(ii) Confirmation Order that will be filed with the Bankruptcy Court no later than 10 calendar days prior to the deadline set to file objections to confirmation of the Plan, and (iii) any other documents deemed by the Plan Proponents, as applicable, to be necessary or desirable to the consummation of the Plan.
Priority Tax Claim	Means any Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.
Pro Rata	Means the proportion that (a) the Allowed amount of a Claim or Equity Interest in a particular Class (or several Classes taken as a whole) bears to (b) the aggregate Allowed amount of all Claims or Equity Interests in such Class (or several Classes taken as a whole), unless the Plan provides otherwise.
Put/Call Agreement	Means that certain letter agreement among Icahn Partners and Beal Bank dated December 10, 2009.
Put Option	Means Beal Bank's right under the Put/Call Agreement to require Icahn Partners to purchase the Unpurchased Interest.
Released Parties	Means each of (a) the Debtors, their affiliates, direct or indirect subsidiaries, predecessors, successors, assigns, designees, current and former officers and directors, members, employees, agents, representatives, accountants, financial advisors, professionals and attorneys, (b) the Reorganized Debtors, their affiliates, direct or indirect subsidiaries, successors, assigns, designees, current and former officers, managers and directors, members, employees, agents, representatives, accountants, financial advisors, professionals and attorneys, (c) Beal Bank, and each of Beal Bank's affiliates, direct or indirect subsidiaries, predecessors, successors, assigns, designees, current and former officers and directors, members, employees, agents, representatives, accountants, financial advisors, professionals and attorneys and all of their predecessors, successors and assigns, and (d) Icahn Partners, Carl C. Icahn, and each of their respective affiliates, and any of their respective direct or indirect subsidiaries, predecessors, successors, assigns, designees, current and former officers and directors, limited and general partners, members, employees, agents, representatives, accountants, financial advisors, professionals and attorneys and all of their predecessors, successors and assigns.
Reorganization Cases	Means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on February 17, 2009, in the Bankruptcy Court and styled In re TCI 2 Holdings, LLC, et al., 09-13654 (JHW) (Jointly Administered).
Reorganized Debtor Subsidiaries	Means all of the Debtor Subsidiaries, as reorganized on the Effective Date in accordance with the terms of the Plan.
Reorganized Debtors	Means the Debtors, as reorganized on the Effective Date in accordance with the terms of the Plan.

Reorganized TCI 2	TCI 2, as reorganized on the Effective Date, in accordance with the terms of the Plan (including any successor corporation, partnership or limited liability company by merger).
Reorganized TER	Means TER, as reorganized as of the Effective Date in accordance with the Plan.
Reorganized TER Common Stock	Means the shares of common stock, par value $0.01, of Reorganized TER, which shares will be authorized pursuant to Section 5.2 of the Plan.
Reorganized TER Holdings	Means TER Holdings, as reorganized as a limited liability company as of the Effective Date in accordance with the Plan.
Rights Offering	Means the offering of Subscription Rights to purchase shares of New Common Stock to be issued by NewCo to the Rights Offering Participants pursuant to the Plan, for an aggregate purchase price equal to the Rights Offering Amount.
Rights Offering Amount	Means $225,000,000.
Rights Offering Participant	Means an Eligible Holder exercising Subscription Rights in connection with the Rights Offering.
Rights Offering Pro Rata Share	Means with respect to the Subscription Rights of each Rights Offering Participant, the ratio (expressed as a percentage) of such participant's Rights Participation Claim Amount to the aggregate Rights Participation Claim Amounts of all Eligible Holders, determined as of the Subscription Expiration Date.
Rights Offering Proceeds	Means the amount of Rights Offering Proceeds that are actually received by the Subscription Agent upon the consummation of the Rights Offering.
Rights Offering Record Date	Means the Voting Record Date.
Rights Offering Stock	Means the shares of New Common Stock to be offered to Rights Offering Participants pursuant to the Rights Offering.
Rights Participation Claim Amount	Means; in the case of a Second Lien Note Claim, the amount of such Second Lien Note Claim; in the case of any General Unsecured Claim other than a Second Lien Note Claim, if no proof of claim has been timely filed with respect to such Claim and such Claim has been listed in the Schedules as liquidated in amount and not disputed or contingent, the lesser of the amount set forth in the Schedules or the Disputed Rights Offering List and as to which no objection has been interposed by the First Lien Lenders;

	if a timely proof of claim has been filed with respect to such Claim in a fixed and liquidated amount and the Claim is not listed on the Disputed Rights Offering List, the amount set forth in the proof of claim; if such Claim is on the Disputed Rights Offering List, the amount, if any, of such Claim set forth thereon in the column entitled "Amount", unless the holder of such Claim has obtained an order of the Bankruptcy Court at least ten (10) calendar days prior to the Subscription Expiration Date, otherwise determining the amount of the Claim for purposes of the Rights Offering; and other than in the circumstances described (i), (ii) and (iii) above, the Rights Participation Claim Amount shall be zero unless the holder of such Claim has obtained an order of the Bankruptcy Court at least ten (10) calendar days prior to the Subscription Expiration Date, otherwise determining the amount of the Claim for purposes of the Rights Offering. Notwithstanding anything contained herein to the contrary, under no circumstances shall any holder of a General Unsecured Claim that was not timely filed or deemed timely filed have any Rights Participation Claim Amount.
Schedules	Means the schedules of assets and liabilities and the statement of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Bankruptcy Forms of the Bankruptcy Rules as such schedules and statements have been or may be supplemented or amended from time to time through the Confirmation Date.
SEC	The Securities and Exchange Commission.
Second Lien Note Claims	Means all Claims arising under or in connection with (i) the Second Lien Notes and (ii) the Second Lien Notes Indenture.
Second Lien Note Deficiency Claims	Means the Second Lien Note Claims less the Second Lien Note Secured Claims.
Second Lien Note Secured Claims	Means the portion of the Second Lien Note Claims that constitutes a Secured Claim as determined by the Bankruptcy Court in accordance with Section 506 of the Bankruptcy Code.
Second Lien Notes	Means the 8-1/2% Senior Secured Notes due 2015 issued by TER Holdings and TER Funding and guaranteed by certain subsidiaries of TER Holdings pursuant to the Second Lien Notes Indenture.
Second Lien Notes Indenture	Means that certain indenture governing Second Lien Notes, dated as of May 20, 2005, by and among TER Holdings and TER Funding, as issuers, the guarantors named therein, and the Second Lien Notes Indenture Trustee, as amended, supplemented, or modified.
Second Lien Notes	Means U.S. Bank, National Association, as indenture trustee under the

Indenture Trustee	Second Lien Notes Indenture.
Section 510(b) Claim	Means any Claim against a Debtor that is subordinated, or subject to subordination, pursuant to section 510(b) of the Bankruptcy Code, including Claims arising from the rescission of a purchase or sale of a security of a Debtor for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.
Secured Claim	Means a Claim to the extent (i) secured by property of the estate, the amount of which shall be determined in accordance with section 506(a) of the Bankruptcy Code, or (ii) secured by the amount of any rights of setoff of the holder thereof under section 553 of the Bankruptcy Code.
Securities Act	Means the Securities Act of 1933, as amended.
Services Agreement	Means that certain Services Agreement dated May 20, 2005, by and among Donald J. Trump, TER and TER Holdings.
Subscribed Shares	Means those shares of New Common Stock offered in connection with the Rights Offering that are validly subscribed for pursuant to the Rights Offering prior to the Subscription Expiration Date and for which payment has been received by the Subscription Agent by the Subscription Payment Date.
Subscription Agent	Means any entity designated as such by the Plan Proponents to act as a subscription agent in connection with the Rights Offering.
Subscription Commencement Date	Means the date on which Subscription Forms are first mailed to Eligible Holders.
Subscription Expiration Date	Means the deadline for voting on the Plan as specified in the Subscription Form, subject to Icahn Partners' right to extend such date, and which shall be the final date by which an Eligible Holder may elect to subscribe in the Rights Offering.
Subscription Form	Means the form to be used by an Eligible Holder pursuant to which such Eligible Holder may exercise Subscription Rights, which form shall be in form and substance acceptable to Icahn Partners.
Subscription Payment Date	Means ~~twenty (20) days following~~ ~~the Subscription Expiration Date or such later date to be designated by the Plan Proponents~~the date set forth in the Disclosure Statement Order by which the Subscription Purchase Price will be due, which date may be the Subscription Expiration Date.
Subscription Purchase Price	Means for each Rights Offering Participant exercising Subscription Rights, the number of shares of New Common Stock to be purchased by such Rights Offering Participant pursuant to such Rights Offering Participant's exercise of Subscription Rights multiplied by the Per Share Subscription Price.

Subscription Rights	Means the non-transferable, non-certificated subscription rights of Eligible Holders to purchase shares of Rights Offering Stock in connection with the Rights Offering on the terms and subject to the conditions set forth in Section 5.3 of the Plan.
Subscription Rights Equivalent Amount	Means $.005 per $1.00 of the principal or face amount of the Allowed Claims.
Subsidiary Equity Interests	Means the Equity Interests in the Debtor Subsidiaries.
Tax Code	Title 26 of the United States Code.
TCI 2	Means TCI 2 Holdings, LLC, a Delaware limited liability company.
TER	Means Trump Entertainment Resorts, Inc., a Delaware corporation.
TER Funding	Means Trump Entertainment Resorts Funding, Inc., a Delaware corporation.
TER Holdings	Means Trump Entertainment Resorts Holdings, L.P., a Delaware limited partnership.
Trump Parties	Means Donald J. Trump, Ivanka M. Trump (whether in their individual capacities, their capacities as guarantors, their capacities as current or former partners, members, officers, or directors, employees, agents, representatives, advisors, professionals of, or contracting parties with, the Debtors or otherwise), Trump Organization LLC, Ace Entertainment Holdings, Inc. and any of their respective affiliates and related persons (other than Debtors and Reorganized Debtors) and any of their respective present or former partners, officers, and directors, members, employees, agents, representatives, accountants, financial advisors, professionals and attorneys and all of their predecessors, successors and assigns (in any case, other than Debtors and Reorganized Debtors).
Unpurchased Interest	Means Beal Bank's First Lien Lender Claims, and any rights, property or assets provided or distributed in respect thereof.
Unsubscribed Shares	Means those shares of New Common Stock offered in connection with the Rights Offering that are not validly subscribed for pursuant to the Rights Offering prior to the Subscription Expiration Date or for which payment has not been received by the Subscription Agent by the Subscription Payment Date.
Voting Agent	Means The Garden City Group, Inc. See Section I of this Disclosure Statement for contact information.
Voting Deadline	Means the date for determining which holders of Claims are entitled to vote to accept or reject this Plan as applicable, which date is set forth in the Disclosure Statement Order.
Voting Record Date	Means the date for determining which holders of Claims are entitled to receive the Disclosure Statement and vote to accept or reject this Plan as

	applicable, which date is set forth in the Disclosure Statement Order.

I.

Introduction

The Plan Proponents are soliciting votes to accept or reject the Plan, a copy of which is annexed as Exhibit A to this Disclosure Statement. *Please refer to the preceding Glossary for definitions of most of the capitalized terms used in this Disclosure Statement. Some terms that are used only in a specific section may be defined in that section. Some technical terms may be defined in the Plan.*

The purpose of the Disclosure Statement is to provide information of a kind and in sufficient detail to enable the creditors of the Debtors who are entitled to vote on the Plan to make an informed decision on whether to accept or reject the Plan. In summary, this Disclosure Statement includes or describes:

Section	Summary of Contents
II	**the treatment of creditors and stockholders of the Debtors under the Plan**
III	**the transactions to be consummated under the Plan** **certain corporate and securities laws matters**
IV	**which parties in interest are entitled to vote** **how to vote to accept or reject the Plan**
V	**selected historical financial information** **projected pro forma balance sheets and financial performance** **valuation information**
VI	**the business of the Debtors** **the capital structure of the Debtors** **why the Debtors commenced the Reorganization Cases**
VII	**directors and officers of the Reorganized Debtors**
VIII	**how distributions under the Plan will be made** **how Disputed Claims will be resolved**
IX	**certain factors creditors should consider before voting**
X	**the procedure for confirming the Plan** **a liquidation analysis**
XI	**alternatives to the Plan**
XII	**certain tax consequences**

Please note that if there is any inconsistency between the Plan (including the attached exhibits and any supplements to the Plan) and the descriptions in this Disclosure Statement, the terms of the Plan (and the attached exhibits and any supplements to the Plan) will govern.

Except for certain descriptions of the Plan, the information contained herein relating to the Debtors, their businesses, their prospects, their operations, their assets and liabilities, any other financial information, and any other information relating to the Debtors in any respect whatsoever, is based solely on information contained in the Debtors' Disclosure Statement filed with the Bankruptcy Court on November 4, 2009, and approved by order of the Bankruptcy Court on November 5, 2009. The Plan Proponents make no representation as to the accuracy of any information contained therein.

This Disclosure Statement and the Plan are the only materials that should be used to determine whether to vote to accept or reject the Plan.

The *deadline* to vote to accept or reject the Plan is [___], at 5:00 p.m. (New York City time) To be counted, your ballot must be actually *received* by the Voting Agent by this deadline. If your vote is received by the Voting Agent after the Voting Deadline, the Debtors, in their sole discretion, will decide whether your vote is counted.

The *record date* for determining which creditors may vote on the Plan is [___] at 5:00 p.m. (New York City time).

In addition to the Plan, two other plans of reorganization have been proposed in these Reorganization Cases. Specifically, the Debtors have proposed a plan of reorganization (as amended, the "***Debtors' Plan***") and have filed their own disclosure statement in connection therewith (as amended, the "***Debtors' Disclosure Statement***"). The Debtors' Plan was developed over several months and after extensive negotiations among the Debtors, the Debtors' principal creditor constituencies, and Donald J. Trump (hereinafter "***Mr. Trump***"). The Debtors' Plan provides for (i) a recovery to Beal Bank, who at the time constituted all First Lien Lenders, in the form new debt at substantially below-market terms and (ii) an equity contribution, whereby Beal Bank and Mr. Trump would collectively acquire 100% of the equity of the Reorganized Debtors in exchange for a cash contribution of approximately $113.9 million made pursuant to the terms of a purchase agreement (the "***Purchase Agreement***"). The Debtors' Plan also provides for a cash payment in the total amount of approximately $13.9 million to holders of Second Lien Note Claims for a recovery estimated by the Debtors to be approximately 1.11% in the aggregate. Because the valuation set forth in the Debtors' Disclosure Statement indicates that holders of general unsecured claims are out-of-the-money, such holders receive no distribution under the Debtors' Plan. On November 16, 2009, Mr. Trump purported to terminate the Purchase Agreement and entered into the DJT Settlement Agreement, pursuant to which, among other things, Mr. Trump withdrew his support for the Debtors' Plan and agreed to support, vote for and promote the Ad Hoc Committee's plan subject to certain terms of the DJT Settlement Agreement. The Debtors have indicated their intent to no longer pursue the Debtors' Plan and instead have decided to become co-proponents of the Ad Hoc Committee's Plan.

The Ad Hoc Committee has also proposed a plan of reorganization for the Debtors. The AHC-Debtor Plan, which Debtors have joined as co-plan proponent, and has filed its own disclosure statement in connection therewith (as amended, the "***AHC Disclosure***

Statement"). The Plan Proponents believe that the AHC Plan is neither favorable for the Debtors' estates nor confirmable as a matter of law. In particular, the AHC Plan, if confirmed, would burden the Reorganized Debtors with an amended and restated First Lien Credit Agreement in principal amount well in excess of $300 million. For this reason, The Plan Proponents have proposed their own Plan, which the Plan Proponents believe presents the best chance for the Debtors to successfully emerge from chapter 11 and to continue as a thriving enterprise. The Plan proposed by the Plan Proponents would, among other things, completely deleverage the Debtors' balance sheet while providing recoveries that are similar or greater than those proposed under the AHC-Debtor Plan to creditors other than the Plan Proponents, which will convert the majority of their claims to equity.

EXECUTIVE SUMMARY

The following executive summary represents the views of the Beal/Icahn Plan Proponents. The Debtors, the Ad Hoc Committee and Donald Trump contest these views.

The Debtors, Donald Trump and the Ad Hoc Committee, admitted "out of the money" constituents with nothing to lose, have proposed a plan that if confirmed will jeopardize the Debtors' estates because the company will have an overleveraged balance sheet and be left with inadequate liquidity. If confirmed, their plan will put the Debtors' business into a state of limbo for a period of time, which by their own admission, may extend for many months, while the members of the Ad Hoc Committee, over the course of many months, seek gaming authority approvals they are unlikely to obtain. This already very fragile company cannot withstand continued uncertainty for many months waiting to see if members of the Ad Hoc Committee will be given regulatory approvals. If and when these regulatory efforts fail, which Icahn Partners believes will be the case, the members of the Ad Hoc Committee, having played with "house money," can refuse to fund their proposed rights offering and simply walk away, plunging the Debtors back into an unresolved chapter 11 proceeding. All the while, the Debtors' business and financial health, if they can be maintained at all, will continue to spiral downward as disaffected employees and customers leave and competitors have a field day at the Debtors' expense.

On the other hand, the Beal/Icahn Plan offers this company the best opportunity for long-term success built, not on hopes and dreams, but on a solid financial base. The Beal/Icahn Plan when confirmed provides for immediate short term financing pursuant to a $45 million DIP loan so the Debtors can be stabilized. This DIP loan fully will convert into equity when the Beal/Icahn Plan goes effective (unless a successful rights offering takes place as described below). The sponsor is also willing to put up an additional $50 million as a penalty if this Plan or any plan which it supports does not go effective within 270 days from confirmation due to a lack of any regulatory approvals whatsoever. This will show customers and employees, as well as competitors, that these casinos will not remain bankrupt and bereft of much needed cash.

The Ad Hoc Committee, at the eleventh hour, has reduced its valuation by $40 million and adopted a new valuation ($459 million) which clearly puts the Second Lien Noteholders "out of the money," as well as establishes a minimum diminution in value of the estates in a few short months. Despite this admission that Second Lien Noteholders and General Unsecured Creditors are out of the money, the Beal/Icahn Plan offers a conditional cash recovery to Second Lien Noteholders and General Unsecured Claimants of approximately $14 million. This cash recovery is available to such creditors should the Debtors/Ad Hoc Committee Plan be rejected and an otherwise contested confirmation battle be averted. (Because Icahn Partners holds approximately 12% of the Second Lien Notes and intends to vote against the Debtors/Ad Hoc

Committee Plan, Second Lien Noteholders holding only an additional 22% of the Second Lien Notes need vote against such plan for it likely to be rejected). The Proponents of the Beal/Icahn Plan have offered this conditional gift in the hopes that these bankruptcy cases can be successfully concluded as soon as possible without the risk, expense (which could be millions of dollars) and delay of a contested competing plan confirmation trial. Hopefully, Second Lien Noteholders and General Unsecured Claimants will be encouraged to take this cash "gift" (and the opportunity to participate in the rights offering described below), not only to avoid the risk, expense and delay noted above but in order to give these casinos the best chance for continued viability.

In addition, the Beal/Icahn Plan provides $500,000 to a class of convenience claims. This class is composed of General Unsecured Claims other than Second Lien Deficiency Claims so that the few trade and other "true" unsecured creditors who are not part of the Second Lien Noteholders (and whose recovery otherwise would be "swamped" by the Second Lien Noteholders' claims exceeding $1 billion) can receive a meaningful recovery on their claims. This minimizes the discrimination caused by the Debtors having paid out approximately $21 million in the early days of these bankruptcy cases to alleged critical vendors. Based on anticipated claims which would qualify for convenience class treatment, Icahn Partners believes that the cash distribution to these creditors likely will exceed 10%.

As noted above, Icahn Partners contends that there are substantial risks associated with the ability of the Noteholders to obtain the gaming approvals necessary for the consummation of the Ad Hoc Committee's Plan. In particular, Icahn Partners believes that Avenue Capital Management's ("Avenue") request that its investors be exempt from qualification as financial sources has no basis under the New Jersey Casino Control Act or NJCCC precedent. Relying on a 2007 NJCCC ruling that investors in funds that acquired Harrah's Entertainment, Inc. with less than a 2% economic interest in Harrah's did not need to qualify as financial sources, Avenue contends that the NJCCC has adopted a "2% rule" that would be applicable to Avenue's licensing. However, Icahn Partners believes that the purported "2% rule" is illusory, because the NJCCC refused to allow such a rule to be applied in the very next licensing in January 2008 (of Colony Capital), noting that the procedures adopted in the 2007 Harrah's transaction involved extraordinary and fact specific circumstances. Avenue takes its position a step further, though, suggesting that the "logical next step" for the NJCCC is the elimination of financial source qualification for all limited partner investors. Icahn Partners contends that there is no support for that position, which requests that the NJCCC grant unprecedented relief. Although the Ad Hoc Committee asserts that the financial source qualification process is "innocuous," Avenue has not indicated that it is prepared to move forward with that process if its request is denied. In addition, Icahn Partners believes that the NJCCC is unlikely to consider Avenue's request until after confirmation. Additionally, while indicating that the other Noteholders who will receive 5% or more of New Common Stock will be granted qualification waivers by the NJCCC as institutional investors, the Ad Hoc Committee has not confirmed that the Noteholders satisfy the New Jersey Casino Control Act definition of institutional investor or that the Noteholders are prepared to provide the NJCCC with the certification necessary to obtain an institutional investor qualification waiver and, as to those Noteholders who will potentially receive 10% or greater of New Common Stock, that they will be in a position to establish good cause for an institutional investor qualification waiver.

In addition, Icahn Partners contends that the Debtors'/Ad Hoc Committee's Plan is not confirmable because it was filed in bad faith in contravention of both (i) the Court's cash collateral order which provides for termination of the Debtors' cash collateral usage if the Debtors file a proposed plan which does not provide for the payment in full in cash of the First

Lien Lenders, and (ii) the Intercreditor Agreement among the First Lien Lenders and the Second Lien Noteholders which Icahn Partners believes the Second Lien Noteholders are breaching by, among other things, filing and prosecuting the Ad Hoc Committee Plan and opposing the Beal /Icahn Plan.

Accordingly, Icahn Partners believes that the Ad Hoc Committee's Plan is completely illusory and an impermissible "free option" for the Ad Hoc Committee to attempt to obtain licensing, findings of suitability and other approvals from gaming authorities. As noted above, Icahn Partners contends that the complex nature of the make-up of the Ad Hoc Committee and its member's lack of prior licensure, coupled with the novel approach which the Ad Hoc Committee intends to take with the gaming authorities (which is likely to fail), puts severe risk on the Debtors' estates. Specifically, regulatory approvals are a pre-condition to effectiveness of the Ad Hoc Committee's Plan. The Ad Hoc Committee has 180 days (or longer as determined by the Ad Hoc Committee) to obtain such approvals. During this indefinite period of time, the Debtors' estates will be in limbo. Also, it is unclear how and if the Debtors will be able to continue to fund operations during this period. Icahn Partners is gravely concerned that if the Ad Hoc Committee encounters regulatory difficulties or delays, as expected, or if the Ad Hoc Committee otherwise becomes disenchanted with this transaction because the Debtors continue to exhibit poor financial performance, the Ad Hoc Committee, with very little at risk, can walk away, leaving the Debtors' employees, creditors and customers "holding the bag" and suffering all of the economic harm.

In order to make it appear that the Debtors can survive during an extended Ad Hoc Committee licensing and closing period, the Debtors are planning on cutting capital expenditures in 2010 to substantially below maintenance levels. The Debtors had projected $28.8 million of capital expenditures in 2009 and until recently had projected spending $54.3 million of capital expenditures in 2010. According to the Debtors, this substantial investment included both (i) projects "required to maintain market share in Atlantic City," and (ii) "maintenance capital expenditures." However, in the newest 2010 budget, the Debtors propose to spend only $10 million in capital expenditures (almost $19 million less than spent in 2009 and $44 million less than initially projected for 2010). Icahn Partners believes that this amount is below the minimum level required to maintain the Debtors' physical properties and substantially below the minimum level required to "maintain market share in Atlantic City." The substantial diminishment of capital expenditures below the minimum level necessary to maintain the physical plant and current market share is dangerous and could have disastrous consequences, as recently seen in the case of the Tropicana Hotel and Casino. The Debtors' and Ad Hoc Committee's efforts to cannibalize the present severely jeopardizes the future.

In order to ensure that this will not occur under the Beal/Icahn Plan, Icahn Partners now is committing a $45 million debtor-in-possession financing ("DIP Loan") which will become available immediately upon confirmation of the Beal/Icahn Plan and which will convert into equity when the Beal/Icahn Plan goes effective (unless a successful rights offering takes place as described below). This DIP Loan will permit the Debtors to maintain the value of their assets, fund operations, and fund any obligations in order for the Plan to go effective.

Moreover, under the Beal/Icahn Plan, on confirmation, Icahn Partners will cash collateralize a $50 million penalty which will be payable to the Debtors' estates if Icahn Partners is unable to close this transaction (i.e., this Plan (or any other plan which it supports) fails to go effective) because of the inability to obtain required NJCCC approvals and/or other regulatory approvals within 9 months. Icahn Partners is "putting its money where its mouth is" and demonstrating its level of confidence and commitment. Icahn Partners believes that it is essential, in light of the turmoil and uncertainty now occurring in the Atlantic City casino market, to show

employees, customers, vendors and competitors that the company is not in an uncertain limbo state and that the sponsors of any plan are completely committed and not simply seeking to enrich themselves with other people's money.

In addition to all of the foregoing, subject to the Debtors/Ad Hoc Committee Plan being rejected and an otherwise contested (and expensive) confirmation battle being averted, in order to afford the Second Lien Noteholders and General Unsecured Creditors an opportunity to obtain equity in the reorganized company on substantially the same basis as under the Debtors/Ad Hoc Committee Plan, Icahn Partners, with the other Backstop Parties, will backstop a $225 million rights offering. This rights offering also is conditioned on a minimum 50% subscription/participation by non-Backstop Parties. If the rights offering occurs, the proceeds will be used as follows: $100 million will be used to pay-down the First Lien Loan (prior to conversion of the First Lien Loan to equity), $45 million will be used to re-pay the DIP Loan and $80 million will remain in the company as additional working capital. In order to ensure that the company is well capitalized if the rights offering does not occur, Icahn Partners will inject an additional $80 million into the company on the Effective Date.

For these reasons, the Plan Proponents believe that it is in the best interests of the Debtors' estates and creditors of those estates to coalesce around the Plan.

If members of the Ad Hoc Committee hold approximately 61% of the Second Lien Notes and elect not to participate in the Rights Offering, as the Ad Hoc Committee alleges is/will be the case, then no Rights Offering will occur under the Beal/Icahn Plan. In addition, if the AHC/Debtor Plan is prosecuted at the confirmation proceedings, which the Ad Hoc Committee and the Debtors assert will be the case, the Cash distribution to holders of Allowed Second Lien Note Claims and Allowed General Unsecured Claims will not be made under the Beal/Icahn Plan, but the $500,000 Cash distribution to holders of Allowed Convenience Class Claims will still be made under the Beal/Icahn Plan if confirmed and consummated.

Recommendation: The Plan Proponents urge creditors to vote to accept the Plan.

Additional copies of this Disclosure Statement are available upon request made to the Voting Agent, at the following address:

The Garden City Group, Inc.
Attn: Trump Entertainment Resorts,
Inc. P.O. Box 9000 #6517
Merrick, New York 11566-9000
Tel: (866) 396-9680

The Bankruptcy Code provides that only creditors who vote on the Plan will be counted for purposes of determining whether the requisite acceptances have been attained. Failure to timely deliver a properly completed ballot by the Voting Deadline will constitute an abstention (*i.e.*, will not be counted as either an acceptance or a rejection). Any improperly completed or late ballot will not be counted.

II.

Treatment of Holders of Claims and Equity Interests Under the Plan

A. Overview and Summary of the Plan

The Debtors have two principal prepetition creditor groups. The first group consists of Beal Bank (f/k/a Beal Bank, S.S.B.), as Administrative Agent (as defined in the Plan), and Beal Bank Nevada, Icahn Partners LP, Icahn Partners Master Fund LP, Icahn Partners Master Fund II LP and Icahn Partners Master Fund III LP, as creditors in the above-captioned chapter 11 cases, whose claims are approximately $485 million in the aggregate and are secured by a first priority lien on substantially all the Debtors' assets (the "***First Lien Lender Claims***"). The second group consists of holders of the Debtors' 8-1/2% Senior Secured Notes due 2015 in the outstanding principal amount of $1.25 billion (the "***Second Lien Note Claims***"). These notes were issued in the Debtors' prior chapter 11 case (pending in 2004-05) and were granted a second priority lien on the Debtors' casino and hotel properties. Icahn Partners holds approximately $154,895,000 of Second Lien Note Claims in the aggregate.

The Plan Proponents believe that the Debtors need to raise additional capital to remain competitive in the Atlantic City gaming market. As described in detail below in Section VI.C.1, competition among casino and hotel operators in the Atlantic City market is intense and increasing. Competition among casino hotels in Atlantic City, as well as with new casino operators opening in the surrounding markets, is primarily through the level of customer service, quality and extent of amenities and promotional offers that they are able to offer. This level of competition requires a significant amount of working capital to maintain a competitive advantage. Moreover, the casino hotels in Atlantic City that have recently made substantial investments in capital expenditures have generated significantly more revenue than those casino hotels that have not made investments to update their facilities. As a result, the Plan Proponents believe that the Debtors must make similar upgrades to their facilities to attract and retain customers.

Since the Debtors first filed the Debtors' Plan, the Court terminated the Debtors' exclusive right to file and seek acceptances of a chapter 11 plan. As a consequence, the Ad Hoc Committee has filed the competing AHC-Debtor Plan, which purports to provide a 1.42% recovery to the holders of Second Lien Note Claims in the form of common equity and rights to purchase additional equity. A prior version of the AHC Disclosure Statement asserted a valuation range for the Debtors with a midpoint of $499 million (approximately $13.9 million more than the outstanding principal of the First Lien Lender Claims) (the "***Initial AHC Valuation***"). Subsequently, in the current version of the AHC Disclosure Statement, the Ad Hoc Committee revised its valuation to assert a valuation range with a midpoint of $459 million (the "***Revised AHC Valuation***"), which results in Second Lien Note Claims and General Unsecured Claims being "out of the money." Although the Plan Proponents disagree with the Ad Hoc Committee's valuations, the Plan Proponents use the Revised AHC Valuation for the purposes of allocating value under the Plan solely for the purpose of attempting to avoid a costly valuation dispute. Moreover, the Plan Proponents have included an aggregate recovery in the Plan of approximately $13.9 million for the holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims on certain terms and conditions as described herein, to afford holders of such Claims the opportunity to receive the distribution to which they would have been entitled if the Initial AHC Valuation was used for purposes of Plan distributions. In addition, holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims have the opportunity to participate in the Rights Offering on certain terms and conditions as described herein. To the extent the AHC Valuation proves to be inaccurate, actual recoveries under the Plan and the competing AHC Plan may differ materially from the recoveries proposed under each such plan. The Plan Proponents reserve any

and all rights to assert a different valuation(s) at or prior to confirmation including, without limitation, in response to objections raised to the Plan.

The key terms of the Plan proposed by Beal Bank and Icahn Partners are as follows:

- A $225 million Rights Offering, backstopped by the Backstop Parties, will be made to Eligible Holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims, on the condition that (i) 50% or more of the Rights Offering Stock is validly subscribed and paid for (not counting the Backstop Commitment) and (ii) a hearing to consider confirmation of the AHC-Debtor Plan does not occur because that plan fails to meet the requirements of Section 1129(a)(10) of the Bankruptcy Code, that plan is withdrawn, or for any other reason. The Rights Offering would entitle such Eligible Holders to purchase an equity stake of up to 33.326% in the Reorganized Debtors, on a Fully Diluted Basis, with the Backstop Parties receiving a 3.703% equity stake in the Reorganized Debtors, on a Fully Diluted Basis, which 3.703% represents only a 10% dilution of the Equity Interests available in the Rights Offering, in exchange for their agreement to provide financing in connection with the Plan. The Rights Offering, if consummated, shall be conducted by a newly formed company – NewCo – described below in more detail.

- If the Rights Offering is consummated, the Rights Offering Proceeds will be used in part to reduce the First Lien Lenders' Claims by $100 million. The balance of the First Lien Lenders' secured First Lien Lender Claims will convert into an equity stake of approximately 62.971% in the Reorganized Debtors, on a Fully Diluted Basis, which includes the 61.971% Conversion stock plus the 1.0% Membership Interests received by the First Lien Lenders. If the Rights Offering is not consummated, the entire amount of the First Lien Lender Claims will be converted into equity.

- In order to ensure that the Debtors maintain adequate liquidity, Icahn Partners shall provide the Debtors with a $45 million debtor in possession loan on the Confirmation Date, which (i) shall be repaid from the Rights Offering Proceedings, if the Rights Offering is consummated and (ii) if the Rights Offering is not consummated, will be converted into equity. Moreover, in the event that the Rights Offering is not consummated, Icahn Partners will provide an equity contribution to the Debtors in the amount of $80 million on the Effective Date, which will provide the Debtors with the same amount of Cash they would have if the Rights Offering were consummated.

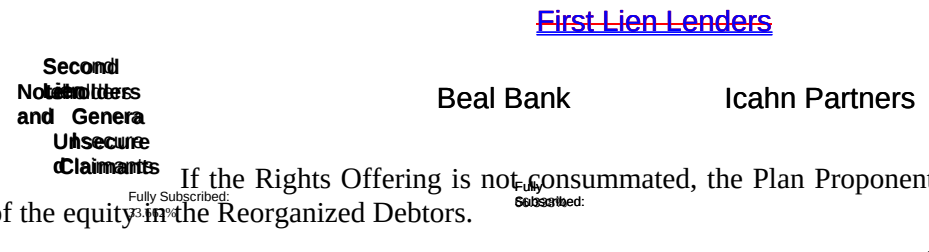
- Holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims will also receive a Pro Rata Cash distribution of approximately $13.9 million, on the condition that a hearing to consider confirmation of the AHC-Debtor Plan does not occur because that plan fails to meet the requirements of Section 1129(a)(10) of the Bankruptcy Code, that plan is withdrawn, or for any other reason.

- Holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims will hold their equity interests from the Rights Offering, if consummated, through a newly formed company – NewCo – which shall hold the equity stake

in the Reorganized Debtors and issue New Common Stock to the Holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims.

The following charts summarize the relevant corporate structure and respective ownership percentages in the event that the Rights Offering Stock is fully subscribed:

Source	Reorganized Debtors, Fully Diluted Basis	NewCo
Backstop Stock	33.326%	33.662%
Backstop Allocation	3.703%	3.740%
New Partner Co	1.000%	0.000%
First Lien Conversion New Common Stock	61.971%	62.598%
Total	100.000%	100.000%



If the Rights Offering is not consummated, the Plan Proponents will own 100% of the equity in the Reorganized Debtors.

Pursuant to certain arrangements (the "***Put/Call Arrangements***") between Icahn Partners, on the one hand, and Beal Bank, on the other hand, and among other terms, (i) Icahn Partners has purchased 51% of the First Lien Lender Claims from Beal, (ii) Icahn Partners has the right to purchase the remaining 49% of the First Lien Lender Claims, and any rights, property or assets provided or distributed in respect thereof (collectively, the "***Unpurchased Interest***"), from Beal Bank within a specified time period ("***Call Option***"), (iii) Beal Bank has the right to require Icahn Partners to purchase the Unpurchased Interest within a specified time period (the "***Put Option***"), (iv) Icahn Partners has the right to direct certain of the actions of Beal Bank in the Debtors' chapter 11 cases, including with respect to the Plan, and (v) Icahn Partners shall be a Backstop Party and shall acquire 51% of the rights and obligations under the Backstop Agreement and, if the Put Option or Call Option is exercised, 100% of such rights and obligations. The terms governing the Put/Call Arrangements are more expressly set forth in an agreement among Icahn Partners and Beal Bank dated December 10, 2009 (the "***Put/Call Agreement***"), attached hereto as Exhibit B.

Icahn Partners has extensive experience with the ownership and operation of gaming assets generally and in Atlantic City, has a strong interest in owning and operating the Trump casinos, is not subject to any banking regulations and is firmly committed to the Plan. Beal Bank believes that its deal with Icahn Partners materially enhances the Plan by negating concerns expressed in the press and in objections to the Disclosure Statement.

B. Summary of Classification and Treatment

The following table designates the Classes of claims against and equity interests in the Debtors and specifies which of those Classes are (i) impaired or unimpaired by the Plan, (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (iii) deemed to reject the Plan. Classes designated with the letters A – J refer to

Classes of Claims against each of the Debtors. The Classes designated 4A – 4E refer to Second Lien Note Claims against TER Holdings, Trump Marina Associates, LLC, TER Development Co., LLC, Trump Plaza Associates, LLC, and Trump Taj Mahal Associates, LLC.

Class	Designation	Treatment	Entitled to Vote	Estimated Recovery
1~~A-1J~~	Other Priority Claims	Unimpaired	No (deemed to accept)	100%
2~~A-2J~~	Other Secured Claims	Unimpaired	No (deemed to accept)	100%
3~~A-3J~~	First Lien Lender Claims	Impaired	Yes	Less than 100%
4~~A-4E~~	Second Lien Note Claims	Impaired	Yes	Approximately 1% (if a distribution is made)
5~~A-5J~~	General Unsecured Claims	Impaired	Yes	Approximately 1% (if a distribution is made)
6	Intercompany Claims	Unimpaired	No (deemed to accept)	No recovery
7	Section 501(b) Claims	Impaired	No (deemed to reject)	No recovery
8	TER Equity Interests	Impaired	No (deemed to reject)	No recovery
9	TER Holdings Equity Interests	Impaired	No (deemed to reject)	No recovery
10	Subsidiary Equity Interests	Impaired	No (deemed to reject)	No recovery
11	Convenience Class Claims	Impaired	Yes	Unknown (but may approximate or exceed 10%)

C. Description and Treatment of Unclassified Claims

Generally, the Plan provides for the payment in full of allowed (i) Administrative Expense Claims, (ii) claims for services rendered or reimbursement of expenses incurred by professionals under section 503(b) of the Bankruptcy Code and (iii) claims by taxing authorities that are entitled to priority under the Bankruptcy Code. The aggregate amount of these claims will depend, in part, on the length of the Reorganization Cases.

Allowed Administrative Expense Claims will either be paid in cash on the Effective Date or promptly after such claims become allowed. Administrative Expense Claims arising in the ordinary course of the Debtors' business operations will be paid in the ordinary course. According to the Debtors' Disclosure Statement, the Debtors estimate the amount of such claims through the end of October 2009 will be approximately $90,986,000, which claims consist almost entirely of normal operating expenses of the Debtors' businesses, including without limitation, accounts payable, accrued payroll and related expenses, unredeemed chip and token liabilities, and other gaming liabilities. In addition, according to the Debtors' Disclosure Statement, the Debtors estimate chapter 11 professional fees and expenses to be approximately $13,600,000 for this same period. Delays in the case due to litigation, regulatory approvals, or unforeseen events could materially increase the amount of such claims.

Except as otherwise provided in Section 2.1 of the Plan, unless previously filed or paid, requests for payment of Administrative Expense Claims must be filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Expense Claims Bar

Date. Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims that do not file and serve such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Expense Claims against the Debtors or the Reorganized Debtors and their property and such Administrative Expense Claims shall be deemed discharged as of the Effective Date. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Section 10 of the Plan. Objections to such requests must be filed and served on the Reorganized Debtors and the requesting party by the later of (a) 7 days after the Confirmation Date and (b) 15 days after the filing of the applicable request for payment of Administrative Expense Claims, if applicable, as the same may be modified or extended from time to time by order of the Bankruptcy Court.

Allowed Priority Tax Claims will either be paid in cash on the Effective Date (or after such claims become allowed) or in equal annual payments over five (5) years, together with applicable interest. According to the Debtors' Disclosure Statement, the Debtors estimate that the amount of such claims will be approximately $5,862,000 and that such estimate does not include claims asserted by the State of New Jersey in the aggregate approximate amount of $29 million related to the New Jersey Alternative Minimum Assessment for Trump Taj Mahal Associates, LLC, Trump Marina Associates, LLC and Trump Plaza Associates, LLC for tax years 2002 through 2006 (the "***NJ Tax Claims***"). The Debtors have stated that they generally (i) dispute the validity, amount, priority and extent of the NJ Tax Claims and (ii) to the extent that any of the NJ Tax Claims are valid, the Debtors believe such claims are General Unsecured Claims.

D. Description of Classified Claims

1. *Other Priority Claims (Class 1~~A through 1J~~).*

All other allowed claims having priority under the Bankruptcy Code will be paid in cash in full on the Effective Date. According to the Debtors' Disclosure Statement, the Debtors are not aware of any other priority claims.

2. *Other Secured Claims (~~Classes 2A through 2J~~Class 2).*

Except to the extent a holder has agreed to different treatment, secured claims (other than First Lien Lender Claims, and Second Lien Note Secured Claims) will either receive the collateral securing such claims, receive cash equal to the value of such collateral, or have such claims reinstated. Such Claims include, without limitation, secured claims arising under or in connection with capital equipment leases, judicial liens, mechanic's liens and artisan's liens. According to the Debtors' Disclosure Statement, the Debtors estimate the total amount of such secured claims to be approximately $6,019,480.

3. *First Lien Lender Claims (~~Classes 3A through 3J~~Class 3).*

The First Lien Lenders (or their successors, assigns or designees, as applicable) shall receive, in full satisfaction of the First Lien Lender Claims, their Pro Rata share of (i) if the Rights Offering is consummated, $100,000,000 in Cash from the Rights Offering Proceeds, (ii) the First Lien Conversion New Common Stock, (iii) all the Reorganized TER Common Stock, which will be issued to New Partner Co as designee of the First Lien Lenders, and (iv) all of the equity interests in New Partner Co.

The Ad Hoc Committee asserts that it has the right to recharacterize certain payments made to the First Lien Lenders as payments of principal. The Plan Proponents disagree.

4. *Second Lien Note ~~Secured~~ Claims (~~Classes 4A through 4E~~Class 4).*

Each holder of an Allowed Second Lien Note ~~Secured~~ Claim shall receive, in full and final satisfaction of such Claim, (I) if a hearing to consider confirmation of the AHC-Debtor Plan does not occur because that plan fails to meet the requirements of Section 1129(a)(10) of the Bankruptcy Code, that plan is withdrawn, or for any other reason, such holder shall receive its Pro Rata share (together with other holders entitled to a distribution under Section 4.4 of the Plan and holders of Allowed General Unsecured Claims that are entitled to a distribution under Section 4.5 of the Plan) of (a) $13,937,300, to be paid in Cash and (b) the Subscription Rights (subject to Section 5.3 of the Plan); and (II) in all other cases, such holder shall not be entitled to, nor shall it receive or retain, any property or interest in property on account of its Allowed Second Lien Note ~~Secured~~ Claim.

5. *General Unsecured Claims of the Debtors (~~Classes 5A through 5J~~Class 5).*

Each holder of an Allowed General Unsecured Claim, other than an Allowed Convenience Class Claim, shall receive, in full and final satisfaction of such Claim, (I) if a hearing to consider confirmation of the AHC-Debtor Plan does not occur because that plan fails to meet the requirements of Section 1129(a)(10) of the Bankruptcy Code, that plan is withdrawn, or for any other reason, such holder shall receive its Pro Rata share (together with other holders entitled to a distribution under Section 4.5 of the Plan and holders of Allowed Second Lien Note ~~Secured~~ Claims that are entitled to a distribution under Section 4.4 of the Plan) of (a) $13,937,300, to be paid in Cash and (b) the Subscription Rights (subject to Section 5.3 of the Plan); and (II) in all other cases, such holder shall not be entitled to, nor shall it receive or retain, any property or interest in property on account of its Allowed General Unsecured Claims.

6. *Intercompany Claims (Class 6).*

On or after the Effective Date, all Intercompany Claims will, (i) at the option of Reorganized TER Holdings, subject to the consent of Icahn Partners, (A) be preserved and reinstated, or (B) after setoff, be contributed on a net basis to the capital of the obligor, or (ii) with the mutual consent of both the obligor and the obligee (subject also to the consent of Icahn Partners), be released, waived and discharged on and as of the Effective Date, *provided*, *however*, the (a) Intercompany Claims of TER or TCI 2 Holdings against Debtors other than TER and TCI 2 Holdings shall be released, waived and discharged unless otherwise agreed to in writing by Icahn Partners and (b) holders of Intercompany Claims against Trump Marina Associates, LLC, TER Development Co., LLC, Trump Plaza Associates, LLC, and Trump Taj Mahal Associates, LLC shall not receive or retain any distribution or payment on account of such Claims, unless otherwise agreed to in writing by Icahn Partners.

7. *Section 510(b) Claims (Class 7).*

Holders of Section 510(b) Claims shall not receive or retain any distribution or payment on account of such Section 510(b) Claim. On the Effective Date, all such Section 510(b) Claims shall be discharged and extinguished.

8. *Equity Interests in TER (Class 8).*

Holders of the existing equity interests in TER shall not receive or retain any distribution or payment on account of such equity interests. The existing equity interests in TER will be cancelled.

9. *Equity Interests in TER Holdings (Class 9).*

Holders of the existing equity interests in TER Holdings shall not receive or retain any distribution or payment on account of such equity interests. The existing equity interests in TER Holdings will be cancelled.

10. *Subsidiary Equity Interests (Class 10).*

Holders of the existing Subsidiary Equity Interests shall not receive or retain any distribution or payment on account of such equity interests. The Subsidiary Equity Interests will be cancelled.

11. *Convenience Claims (Class 11).*

Each Holder of an Allowed Convenience Class Claim shall receive, in full and final satisfaction of such Claim, Cash equal to its Pro Rata share of $500,000, to be paid out of the general working capital of the Reorganized Debtors.

III.

Transactions to be Consummated Under the Plan and Certain Corporate and Securities Laws Matters

A. Means of Implementation

The following is a summary of various key documents and transactions expected to be executed in connection with the restructuring under the Plan.

1. *Rights Offering.*

The Plan contemplates the potential contribution of $225 million of new equity capital to NewCo in the form of a Rights Offering made to holders of Second Lien Note ~~Secured~~ Claims and holders of General Unsecured Claims~~, including holders of Second Lien Note Deficiency Claims, who are Accredited Investors~~ who are Eligible Holders. The Rights Offering is conditional, and, notwithstanding anything to the contrary in the Plan, the Rights Offering shall not be consummated unless (x) 50% or more of the Rights Offering Stock is validly subscribed and paid for by the Subscription Expiration Date in accordance with the terms of the Plan and (y) a hearing to consider confirmation of the AHC-Debtor Plan does not occur because that plan fails to meet the requirements of Section 1129(a)(10) of the Bankruptcy Code, that plan is withdrawn, or for any other reason. The Rights Offering will be backstopped by the Backstop Parties who have committed to purchase all of the New Common Stock that will be offered in the Rights

Offering (if it is to be consummated) that is not otherwise subscribed for, in exchange for an effective allocation of 3.740% of the New Common Stock issued by NewCo. The terms of the Rights Offering are set forth below and in Section 5.3 of the Plan.

The Backstop Parties have signed a commitment letter dated December 13, 2009, attached hereto as Exhibit C, which constitutes an irrevocable offer to subscribe for the New Common Stock to be issued by NewCo in connection with the Rights Offering on the terms and subject to the conditions contained in the Backstop Agreement. Such offer terminates only if (i) the Court approves any plan of reorganization in the Chapter 11 Cases other than the Plan or (ii) the Backstop Parties exercise a termination right contained in the Backstop Agreement. The Debtors may accept the Backstop Parties' offer at any time. Each of the Backstop Parties is deemed to be an Eligible Holder for purposes of the Plan and the Rights Offering without any further action by such Backstop Parties and regardless of whether any such Backstop Party returned an Accredited Investor Questionnaire. Pursuant to Section 5.3(q) of the Plan, the commitment letter has been amended and revised to reflect the terms of the Rights Offering as provided for in the Plan, including without limitation the provisions of Section 5.3(q) of the Plan.

(a) Issuance of Subscription Rights.

Each Eligible Holder shall be entitled to receive Subscription Rights entitling such participant to subscribe for up to its Rights Offering Pro Rata Share of the Rights Offering Stock. Eligible Holders shall have the right, but not the obligation, to participate in the Rights Offering as provided herein. If, after the Rights Offering Record Date but at least five (5) calendar days prior to the Subscription Expiration Date, a holder of a Disputed Claim who otherwise would be an Eligible Holder, is permitted to participate in the Rights Offering as a result of a Bankruptcy Court order estimating such Claim for the purpose of determining such holder's Rights Participation Claim Amount, such holder shall be permitted to participate in the Rights Offering to the same extent as an Eligible Holder. For the avoidance of doubt, to the extent that a Disputed Claim becomes an Allowed Claim after the date that is five (5) calendar days prior to the Subscription Expiration Date, then the holder of such Claim shall not be entitled to any Rights Participation Claim Amount.

(b) Subscription Period.

The Rights Offering shall commence on the Subscription Commencement Date and shall expire on the Subscription Expiration Date. Each Eligible Holder intending to participate in the Rights Offering must (i) affirmatively elect to exercise its Subscription Rights, in whole or in part, and (ii) pay its estimated Subscription Purchase Price in connection therewith, on or prior to the Subscription Expiration Date in accordance with the Subscription Form. On the Effective Date, all Unsubscribed Shares shall cease to be available for subscription in the Rights Offering, and any exercise of such Subscription Rights after the Subscription Expiration Date (other than the purchase of shares by the Backstop Parties pursuant to the Backstop Agreement) shall be null and void and there shall be no obligation to honor any such purported exercise received by the Subscription Agent after the Subscription Expiration Date, regardless of when the documents relating to such exercise were sent.

(c) Subscription Purchase Price.

Each Rights Offering Participant choosing to exercise its Subscription Rights, in whole or in part, shall ~~(i) be advised in writing by the Subscription Agent, as promptly as practicable following the Subscription Expiration Date, of the number of shares of Rights~~

~~Offering Stock required to be purchased by such Rights Offering Participant as a result of such exercise and (ii)~~ be required to pay such participant's Subscription Purchase Price for such shares of Rights Offering Stock not later than the Subscription Payment Date; provided, however, that no fractional shares of New Common Stock shall be issued pursuant to any exercise of Subscription Rights.

(d) Exercise of Subscription Rights.

In order to exercise the Subscription Rights, each Eligible Holder must: (a) return a duly completed Subscription Form to the Subscription Agent so that such form is actually received by the Subscription Agent on or before the Subscription Expiration Date, and (b) pay to the Subscription Agent (on behalf of NewCo) on or before the Subscription Payment Date such holder's Subscription Purchase Price in accordance with the wire instructions set forth on the Subscription Form or by bank or cashier's check delivered to the Subscription Agent as specified in the Subscription Form. If the Subscription Agent for any reason does not receive from a given holder of Subscription Rights (a) a duly completed Subscription Form on or prior to the Subscription Expiration Date, and (b) immediately available funds in an amount equal to such holder's Subscription Purchase Price on or prior to the Subscription Payment Date, such holder shall be deemed to have relinquished and waived its right to participate in the Rights Offering and any shares that such holder could have purchased upon its valid exercise of Subscription Rights shall be deemed to be Unsubscribed Shares. The payments made in accordance with the Rights Offering shall be deposited and held by the Subscription Agent in a trust account, or similarly segregated account or accounts which shall be separate and apart from the Subscription Agent's general operating funds and any other funds subject to any lien or similar encumbrance and which segregated account or accounts will be maintained for the purpose of holding the money for administration of the Rights Offering until the Effective Date. The Subscription Agent shall not use such funds for any other purpose prior to such date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance.

Each Rights Offering Participant may exercise all or any portion of such holder's Subscription Rights pursuant to the Subscription Form, but the exercise of any Subscription Rights shall be irrevocable and shall obligate the exercising Rights Offering Participant to purchase the applicable shares of New Common Stock and to pay the Subscription Purchase Price for such shares on or prior to the Subscription Payment Date. In order to facilitate the exercise of the Subscription Rights, on the Subscription Commencement Date, a Subscription Form will be mailed to each Eligible Holder together with appropriate instructions for the proper completion, due execution and timely delivery of the Subscription Form. ~~As promptly as practicable following the Subscription Expiration Date, the Subscription Agent will deliver to each Rights Offering Participant that has validly exercised its Subscription Rights in whole or in part a written statement specifying the number of shares of the Rights Offering Stock to be purchased by such Rights Offering Participant as a result of such exercise of Subscription Rights and the applicable Subscription Purchase Price for such shares as well as instructions for the payment of the applicable Subscription Purchase Price to the Subscription Agent prior to the Subscription Payment Date.~~

(e) Rights Offering Procedures.

Notwithstanding anything contained herein to the contrary, Icahn Partners may modify the procedures relating to the Rights Offering or adopt such additional detailed

procedures consistent with the provisions of Section 5.3 of the Plan (including without limitation Section 5.3(q) of the Plan) to more efficiently administer the exercise of the Subscription Rights.

(f) Transfer Restriction; Revocation.

The Subscription Rights shall not be transferable. Any such transfer or attempted transfer will be null and void, and no purported transferee will be treated as the holder of, or permitted to exercise any Subscription Rights. Once a Rights Offering Participant has properly exercised its Subscription Rights, such exercise will not be permitted to be revoked.

(g) Rights Offering Information.

The Subscription Agent shall give the Backstop Parties by e-mail and electronic facsimile transmission written notification setting forth either (i) a true and accurate calculation of the number of Unsubscribed Shares, and the aggregate Subscription Purchase Price therefor (a "***Purchase Notice***") or (ii) in the absence of any Unsubscribed Shares, the fact that there are no Unsubscribed Shares and that the Backstop Commitments are terminated (a "***Satisfaction Notice***") as soon as practicable after the Subscription Payment Date (and, in any event, no later than four (4) Business Days prior to the Effective Date). In addition, the Subscription Agent shall notify the Backstop Parties, on each Friday during the Subscription Period and on each Business Day during the five (5) Business Days prior to the Subscription Expiration Date (and any extensions thereto), or more frequently if requested by the Backstop Parties, of the aggregate number of Subscription Rights known by the Subscription Agent to have been exercised pursuant to the Rights Offering as of the close of business on the preceding Business Day or the most recent practicable time before such request, as the case may be. The Subscription Agent shall determine the number of Unsubscribed Shares, if any, in good faith, and provide each of the Backstop Parties with a Purchase Notice or a Satisfaction Notice that accurately reflects the number of Unsubscribed Shares as so determined.

(h) Distribution of the New Common Stock.

In accordance with Section 5.4 of the Plan, NewCo or the Subscription Agent on behalf of NewCo shall distribute the Rights Offering Stock purchased by each Rights Offering Participant that has properly exercised, and paid the Subscription Price for, its Subscription Rights to such holder. If the exercise of a Subscription Right would result in the issuance of a fractional share of New Common Stock, then the number of shares of New Common Stock to be issued in respect of such Subscription Right will be calculated to one decimal place and rounded up or down to the closest whole share (with a half share rounded up). The total number of the shares of New Common Stock that may be purchased pursuant to the Rights Offering shall be adjusted as necessary to account for the rounding provided for in this paragraph.

(i) [RESERVED].

(j) Rights Offering Backstop.

Subject to the terms and conditions of the Section 5.3(q) of the Plan and the Backstop Agreement, without prejudice to the rights of the Backstop Parties to seek later an upward or downward adjustment if the number of Unsubscribed Shares in the Purchase Notice is inaccurate, each of the Backstop Parties, severally and not jointly, will subscribe for and purchase, directly or indirectly, through one or more of its affiliates in accordance with Section 5.4 of the Plan, the Backstop New Common Stock in consideration for payment of the Backstop

Purchase Price to Reorganized TER Holdings. Delivery of the Backstop New Common Stock will be made to the accounts of the respective Backstop Parties (or to such other accounts as the Backstop Parties may designate) at 10:00 a.m., New York City time, on date specified in Section 5.4 of the Plan against payment of the Backstop Purchase Price in immediately available funds to an account specified by Reorganized TER Holdings at least 24 hours in advance of the Effective Date. The Backstop New Common Stock will be delivered with any and all issue, stamp, transfer or similar taxes or duties payable in connection with such delivery duly paid by the Debtors or the Reorganized Debtors to the extent required under the Confirmation Order or applicable law. Notwithstanding anything contained herein to the contrary, the Backstop Parties, in their sole discretion, may designate that some or all of the Backstop New Common Stock be issued in the name of, and delivered to, one or more of their affiliates.

(k) Backstop Allocation.

In accordance with Section 5.4 of the Plan, the Backstop Parties, directly or indirectly, through one or more of its affiliates shall receive the Backstop Allocation to be allocated in the manner set forth in the Backstop Agreement.

(l) Disputed Claims.

For all purposes of Section 5.3 of the Plan, each Rights Offering Participant is entitled to participate in the Rights Offering solely to the extent of its Rights Participation Claim Amount, if any.

(m) Recalculation as of the Subscription Date.

The Rights Participation Claims Amount and Rights Offering Pro Rata Share of each Rights Offering Participant shall be recalculated on the Subscription Expiration Date to account for any allowances or disallowances, as applicable, of General Unsecured Claims or Second Lien Note ~~Secured~~ Claims prior to the day that is five (5) Business Days prior to the Subscription Expiration Date and each properly exercising holder of a General Unsecured Claim or Second Lien Note ~~Secured~~ Claim under the Rights Offering shall only be entitled to purchase the amount of New Common Stock so calculated on such date.

(n) Subsequent Adjustments.

If as a result of allowances prior to the fifth (5th) Business Day preceding the Subscription Expiration Date of General Unsecured Claims or Second Lien Note ~~Secured~~ Claim for purposes of participating in the Rights Offering, more than all of the New Common Stock subject to the Rights Offering has been subscribed for as a result of the exercise of the Subscription Rights, the New Common Stock subscribed for by each properly subscribing Rights Offering Participant shall be reduced on a pro rata basis based upon the number of shares of New Common Stock properly subscribed for by such participant.

(o) Validity of Exercise of Subscription Rights.

All questions concerning the timeliness, viability, form and eligibility of any exercise of Subscription Rights, and the determination of whether the conditions in paragraph (i) of Section 5.3(q) of the Plan have been met, shall be determined by the Subscription Agent as directed by Icahn Partners, whose good faith determinations shall be final and binding. The Subscription Agent as directed by Icahn Partners, in its discretion, may waive any defect or

irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. Subscription Forms shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Subscription Agent with the consent of Icahn Partners determines. The Subscription Agent will use commercially reasonable efforts to give notice to any Rights Offering Participants regarding any defect or irregularity in connection with any purported exercise of Subscription Rights by such participant and, may permit such defect or irregularity to be cured within such time as the Subscription Agent with the consent of Icahn Partners may determine in good faith to be appropriate; provided, however, that neither Icahn Partners nor the Subscription Agent shall incur any liability for failure to give such notification. Within five (5) days after the Voting Deadline, the Subscription Agent shall file with the Bankruptcy Court a report regarding the results of the Rights Offering including a list identifying all those Subscription Forms deemed rejected due to defect or irregularity.

(p) Indemnification of Backstop Parties.

Upon entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as the case may be (in such capacity, the "***Indemnifying Parties***") shall indemnify and hold harmless the Backstop Parties and each of their respective affiliates, members, partners, officers, directors, employees, agents, advisors, controlling persons and professionals (each an "***Indemnified Person***") from and against any and all losses, claims, damages, liabilities and reasonable expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with any claim, challenge, litigation, investigation or proceeding (each, an "***Action***") with respect to the Rights Offering, the Backstop Agreement, the Plan or the transactions contemplated hereby or thereby, including without limitation, distribution of the Backstop Allocation, distribution of the Subscription Rights, the purchase and sale of New Common Stock in the Rights Offering and purchase and sale of Backstop New Common Stock pursuant to the Backstop Agreement, regardless of whether any of such Indemnified Persons is a party thereto, and to reimburse such Indemnified Persons for any reasonable legal or other reasonable out-of-pocket expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing, provided that the foregoing indemnification will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or expenses to the extent that they are finally judicially determined to have resulted from gross negligence or willful misconduct on the part of such Indemnified Person. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the Indemnifying Parties shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Parties on the one hand and such Indemnified Person on the other hand but also the relative fault of the Indemnifying Parties, on the one hand, and such Indemnified Person, on the other hand, as well as any relevant equitable considerations. The Indemnifying Parties also agree that no Indemnified Person shall have any liability based on their exclusive or contributory negligence or otherwise to the Indemnifying Parties, any person asserting claims on behalf of or in right of any of the Indemnifying Parties, or any other person in connection with or as a result of the Rights Offering or the transactions contemplated thereby, except as to any Indemnified Person to the extent that any losses, claims, damages, liability or expenses incurred by the Debtors are finally judicially determined to have resulted from gross negligence or willful misconduct of such Indemnified Person in performing the services that are the subject of the Backstop Agreement. The indemnity and reimbursement obligations of the Indemnifying Parties described in Section 5.3(p) of the Plan shall be in addition to any liability that the Indemnifying Parties may otherwise have to an Indemnified Person and shall be binding upon and inure to the benefit of any

successors, assigns, heirs and personal representatives of the Indemnifying Parties and any Indemnified Person.

Promptly after receipt by an Indemnified Person of notice of the commencement of any claim, litigation, investigation or proceeding relating to the Backstop Agreement or any of the transactions contemplated thereby ("***Proceedings***"), such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Parties in respect thereof, notify the Indemnifying Parties in writing of the commencement thereof; provided that (i) the omission so to notify the Indemnifying Parties will not relieve it from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (ii) the omission so to notify the Indemnifying Parties will not relieve it from any liability that it may have to an Indemnified Person otherwise than on account of the provisions described in Section 5.3(p) of the Plan. In case any such Proceedings are brought against any Indemnified Person and it notifies the Indemnifying Person of the commencement thereof, if the Indemnifying Parties commits in writing to fully indemnify and hold harmless the Indemnified Person with respect to such Proceedings without regard to whether the Effective Date occurs, the Indemnifying Parties will be entitled to participate in such Proceedings, and, to the extent that it may elect by written notice delivered to such Indemnified Person, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person, provided that if the defendants in any such Proceedings include both such Indemnified Person and the Indemnifying Parties and such Indemnified Person shall have concluded that there may be legal defenses available to it that are different from or additional to those available to the Indemnifying Parties, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of such indemnification commitment from the Indemnifying Parties and notice from the Indemnifying Parties to such Indemnified Person of its election so to assume the defense of such Proceedings and approval by such Indemnified Person of counsel, the Indemnifying Parties shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the Indemnifying Parties shall not be liable for the expenses of more than one separate counsel, approved by the Backstop Parties, representing the Indemnified Persons who are parties to such Proceedings), (ii) the Indemnifying Parties shall not have employed counsel reasonably satisfactory to such Indemnified Person to represent such Indemnified Person at the Indemnifying Parties' expense within a reasonable time after notice of commencement of the Proceedings, or (iii) the Indemnifying Parties shall have authorized in writing the employment of counsel for such Indemnified Person.

Each Indemnifying Party agrees that it will not settle or compromise or consent to the entry of any judgment in, or otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party to such Action) unless the Indemnified Person has given its prior written consent, or the settlement, compromise, consent or termination (i) includes an express unconditional release of such Indemnified Person from the party bringing such Action and (ii) does not include any admission of fault on the part of any Indemnified Party. The Indemnifying Party shall not be liable for any settlement of any Action effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the ~~indemnifying party~~Indemnifying Party agrees to indemnify the Indemnified Person from and against any loss or liability by reason of such settlement or judgment.

(q) Rights Offering Conditional. Notwithstanding anything to the contrary in Section 5.3 of the Plan, in any other section of the Plan, or otherwise:

(i) the Rights Offering shall not be consummated unless (x) 50% or more of the Rights Offering Stock (the "***Rights Offering Threshold***") is validly subscribed and paid for by the Subscription Expiration Date in accordance with the terms of the Plan and (y) a hearing to consider confirmation of the AHC-Debtor Plan does not occur because that plan fails to meet the requirements of Section 1129(a)(10) of the Bankruptcy Code, that plan is withdrawn, or for any other reason;

(ii) for the avoidance of doubt, (A) the Backstop New Common Stock to be purchased by the Backstop Parties pursuant to the Backstop Commitment shall not be counted in determining whether or not the Rights Offering Threshold has been met, and (B) the Backstop Commitment shall only apply if the conditions in paragraph (i) of Section 5.3(q) of the Plan have been met but less than 100% of the Rights Offering Stock has been subscribed and paid for;

(iii) the Subscription Agent shall, as promptly as practicable, advise in writing the Rights Offering Participants, the Plan Proponents and the Backstop Parties whether the conditions in paragraph (i) of Section 5.3(q) of the Plan have been met and, accordingly, whether the Rights Offering shall (1) be consummated, in which case the Rights Offering shall proceed in accordance with the provisions of Section 5.3 of the Plan, or (2) not be consummated;

(iv) if the Rights Offering will not be consummated pursuant to Section 5.3(q) of the Plan, the Subscription Agent shall take reasonable steps to restore all Rights Offering Participants, the Plan Proponents and the Backstop Parties to their *status quo ante* in respect thereof, including without limitation the return, as promptly as practicable, of any payments made on account of a holder's Subscription Purchase Price; and

(v) to effectuate the terms of the Rights Offering and in order to facilitate the implementation of the Plan, the terms and conditions of the Backstop Agreement, the Backstop Commitment and ~~any~~ all transactions and documents ancillary or related thereto (including without limitation the commitment letter addressed to certain of the Debtors, dated December 13, 2009 and signed by the Backstop Parties) shall be deemed to be, and shall be, hereby amended and revised to reflect the terms of the Rights Offering as provided for in the Plan, including without limitation the provisions of Section 5.3(q) of the Plan.

(r) Additional Information Regarding the Backstop Agreement.

Pursuant to the Backstop Agreement, each of the Backstop Parties has agreed, among other things, subject to the terms and conditions stated therein, to timely vote or cause to be voted its claims arising under the First Lien Credit Agreement held by such Backstop Parties to accept the Plan, and not to consent to, or otherwise directly or indirectly support, solicit, assist, encourage or participate in the formulation of, any restructuring or reorganization of the Debtors (or any plan or proposal in respect of the same) other than the Plan. The Backstop Agreement further provides for a prohibition against the sale, transfer, loan, hypothecation, assignment or disposition (including by participation), in whole or in part, any of the claims under the First Lien Credit Agreement or any option thereon or any right or interest therein, unless the transferee agrees to comply with certain obligations specified in the Backstop Agreement. However, the

Backstop Agreement provides that the Backstop Commitment of any Backstop Party cannot be assigned or transferred (subject to section 11(a) of the Backstop Agreement).

In addition, the obligations of the Backstop Parties are subject to the satisfaction of certain conditions (unless waived in writing by the Backstop Parties), including (among others) the following:

- The Backstop Parties shall have approved in writing (i) the Plan; (ii) prior to filing with the Bankruptcy Court, the Confirmation Order, which shall be consistent in all material respects with the provisions of the Plan and otherwise reasonably satisfactory to the Backstop Parties; and (iii) prior to filing with the Bankruptcy Court, any amendments or supplements to any of the foregoing, to the extent any such amendment or supplement effects a material change to the Plan or the Confirmation Order or any change to the total amount of or conditions to the payments made or to be made under the Backstop Agreement, and such amendment or supplement shall otherwise be reasonably satisfactory to the Backstop Parties.

- (i) The Disclosure Statement, in a form satisfactory to the Backstop Parties, shall have been approved by the Bankruptcy Court pursuant to an order, in form and substance reasonably acceptable to the Backstop Parties, and such order shall have become a Final Order, (ii) the Plan shall have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order, (iii) the Confirmation Order, in form and substance reasonably satisfactory to the Backstop Parties, shall have been entered by the Bankruptcy Court and shall be a Final Order, and (iv) the Bankruptcy Court shall have entered Final Order(s), which order may be the Confirmation Order, in form and substance satisfactory to the Backstop Parties in all respects.

- All conditions to confirmation and all conditions to the Effective Date set forth in the Plan shall have been satisfied in all material respects in accordance with the Plan (or waived in writing by the Backstop Parties) and the Effective Date shall have occurred not later than one-hundred fifty (150) calendar days after the entry of the Confirmation Order.

- The Rights Offering shall have been conducted and the Expiration Time shall have occurred.

- If the purchase of Unsubscribed Shares by the Backstop Parties pursuant to the Backstop Agreement is subject to the terms of the HSR Act, the applicable waiting period shall have expired or been terminated thereunder with respect to such purchase.

- TER Holdings and NewCo shall have complied in all material respects with all obligations in the Plan to be performed by them prior to the Effective Date.

- All fees and other amounts required to be paid or reimbursed by TER Holdings and NewCo to the Backstop Parties as of the Effective Date shall have been so paid or reimbursed.

- The Backstop Agreement shall not have been terminated by the Backstop Parties pursuant to the terms thereof.

Pursuant to the Backstop Agreement, the Backstop Parties may terminate the Backstop Agreement, by written notice to TER Holdings and NewCo, upon the occurrence of any of the following events (among others):

- At any time after January 16, 2010 if the Bankruptcy Court has not entered the Disclosure Statement Order on or prior to such date;
- At any time after February 28, 2010 if the Bankruptcy Court has not entered the Confirmation Order with respect to the Plan on or prior to such date;
- At any time after the date that is one-hundred fifty (150) calendar days after entry of the Confirmation Order, if the Effective Date with respect to the Plan has not occurred on or prior to such date;
- If the Bankruptcy Court shall have entered an order denying confirmation of the Plan, the Plan is terminated in accordance with its terms or the Confirmation Order is vacated or reversed and does not become a Final Order;
- Upon the failure of any of the conditions to the Backstop Agreement (including the conditions set forth above) to be satisfied when required to be satisfied;
- Upon the dismissal of any of the Reorganization Cases or the conversion of any of the Reorganization Cases from one under Chapter 11 to one under Chapter 7 of the Bankruptcy Code, or the Debtors file a motion or other pleading with the Bankruptcy Court seeking the dismissal or conversion of any of the Reorganization Cases;
- At any time, if the Bankruptcy Court (x) grants relief that is materially inconsistent with the Backstop Agreement or the Plan in any respect or (y) enters an order confirming any plan of reorganization other than the Plan; or

The Backstop Agreement provides that the Backstop Agreement may be amended, and the terms and conditions of the Backstop Agreement may be waived, only by a written instrument signed by the Backstop Parties and subject, to the extent required, to the approval of the Bankruptcy Court.

The foregoing summary of the terms of the Backstop Agreement is intended as a brief overview of certain provisions of the Backstop Agreement. Creditors are urged to review the definitive terms and conditions contained in the Backstop Agreement, which will be filed as a Plan Supplement. In the event of any inconsistency between the foregoing summary or this Disclosure Statement and the Backstop Agreement, the terms of the Backstop Agreement shall control; *provided*, however, that, pursuant to Section 5.3(q) of the Plan, the Backstop Agreement has been amended and revised to reflect the terms of the Rights Offering as provided for in the Plan, including without limitation the provisions of Section 5.3(q) of the Plan.

2. ***Provisions for Distributions of Plan Securities / Certain Corporate Restructurings***.

(a) Certain Distributions and Restructurings.

On the Effective Date, the following shall occur in the sequence provided below:

(i) All Claims other than the First Lien Lender Claims, any Claim not otherwise subject to discharge hereunder, and the Equity Interests in TER shall be discharged at 10:00 a.m. Eastern Time on the Effective Date.

(ii) TER Holdings shall be converted to a limited liability company and shall become Reorganized TER Holdings and the equity interests of TER Holdings shall be cancelled in accordance with Section 4.9 of the Plan. Immediately after the cancellation of equity interests in TER Holdings in accordance with Section 4.9 of the Plan, Reorganized TER Holdings shall issue all Membership Interests to New Partner Co and Reorganized TER, such that New Partner Co and Reorganized TER shall hold all issued and outstanding Membership Interests. The conversion of TER Holdings into a limited liability company, the cancellation of equity interests in TER Holdings in accordance with Section 4.9 of the Plan, and the issuance of new Membership Interests in Reorganized TER Holdings immediately afterwards shall occur at 1:00 p.m. Eastern Time on the Effective Date.

(iii) The books of TER Holdings shall be closed on the Effective Date for U.S. federal income tax purposes in accordance with Section 706 of the Tax Code, as of the close of business on the Effective Date, and any income from cancellation, discharge or retirement of indebtedness, including, without limitation, discharge of all Claims referred to in Section 5.4(a)(i) of the Plan, shall be allocated among the partners of TER Holdings prior to such discharge, in proportion to their interests in TER Holdings at the beginning of the Effective Date. The close of business of TER Holdings shall occur at 11:59 p.m. Eastern Time on the Effective Date.

Immediately on the first Business Day following the Effective Date (the "***Second Closing Date***"), the following shall occur in the sequence provided below:

(iv) NewCo shall (A) issue any New Common Stock issuable to the holders of Allowed Second Lien Note Claims and holders of Allowed General Unsecured Claims pursuant to the valid exercise of Subscription Rights in the Rights Offering (if applicable)~~,~~; and (B) contemporaneously with the acts taken in clause (A) ~~and~~ NewCo will be issued 99% of the outstanding Membership Interests.

(v) The distributions contemplated by Section 4.3 of the Plan shall be made in satisfaction of the First Lien Lenders Claims and NewCo shall issue Backstop New Common Stock and the Backstop Allocation to the Backstop Parties pursuant to the terms of the Backstop Agreement (if applicable).

Upon completion of the foregoing transactions, each of Reorganized TER and New Partner Co (each as designees of the First Lien Lenders) shall hold Membership Interests representing 0.5% of the outstanding Membership Interests on and after the Second Closing Date. Such Membership Interests to be held by Reorganized TER and New Partner Co shall represent

economic interests only and neither New Partner Co nor Reorganized TER shall have any voting rights with respect thereto.

Additionally, upon completion of the foregoing transactions, New Partner Co (as designee of the First Lien Lenders) shall own 100% of the Reorganized TER Common Stock.

(b) Modification and Reservation of Rights.

Further modifications to the foregoing corporate restructurings or additional restructurings for reasonable business and tax purposes may be consummated without further notice or modification to the Plan, provided that the value of distributions contemplated hereunder does not materially change as a result of such modifications. Nothing herein shall prohibit the modification of the Amended Organizational Documents from and after the Effective Date in accordance with the applicable Amended Organizational Document.

3. *Cash Distribution.*

In accordance with Section 5.4 of the Plan, Reorganized TER Holdings shall pay (a) if the Rights Offering is consummated, (i) $100,000,000 in Cash to the First Lien Lenders from the Rights Offering Proceeds and (ii) $45,000,000 in Cash to Icahn Partners from the Rights Offering Proceeds to repay the Icahn DIP Loan, and (b) any distributions provided for in Section 4.11 of the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Reorganized Debtors to make payments required pursuant to the Plan, including the Cash distributions contemplated in Sections 4.3, 4.4 and 4.5 of the Plan (in each case, as applicable) will be obtained from the Reorganized Debtors' Cash balances, including Cash from operations and the proceeds of the Icahn DIP Loan, Icahn Equity Contribution and/or the Rights Offering (in each case, as applicable). Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors.

4. *Resulting Equity Interests.*

Following the completion of each transaction and restructuring that the Plan contemplates will occur on the Effective Date and the Second Closing Date, the Plan Proponents will hold in the aggregate (i) 70.804% of the equity in the Reorganized Debtors, on a Fully Diluted Basis, assuming that the Rights Offering is fully subscribed, or (ii) 100% of the equity in the Reorganized Debtors, on a Fully Diluted Basis, assuming that the Rights Offering is not consummated.

Pursuant to the Plan, New Partner Co shall own all of the Reorganized TER Common Stock. The First Lien Lenders or their designee(s) will hold all of the equity interests in New Partner Co.

Subject to the terms of the Plan, on the Effective Date all Subsidiary Equity Interests in existence on the Commencement Date will be cancelled and will be replaced by new Subsidiary Equity Interests so as to maintain the legal existence and organizational structure of the Debtor Subsidiaries existing on the date immediately prior to the Effective Date. The maintenance of this structure does not represent a distribution of value on account of the Subsidiary Equity Interests in existence on the Commencement Date. Notwithstanding the

foregoing, the distribution and/or disposition of all Equity Interests in TCI 2 shall be as reflected in the Plan Supplement, as elected by Icahn Partners in its discretion.

5. *Branding Matters.*

On May 20, 2005, Mr. Trump and TER Holdings, among others, entered into the License Agreement, a copy of which is attached hereto as Exhibit D. The License Agreement grants TER Holdings a perpetual, exclusive, royalty-free, worldwide license to use the Trump name and Mr. Trump's likeness in connection with certain casino and gaming activities subject to the specific terms of the License Agreement. The Plan Proponents believe that the License Agreement remains in full force and effect and that the License Agreement constitutes an executory contract which may be assumed by the Debtors in connection with the Plan. Mr. Trump has argued otherwise.

Contemporaneously with the License Agreement, Mr. Trump and TER Holdings entered into the Services Agreement, a copy of which is attached hereto as Exhibit E. The Services Agreement provides for Mr. Trump to provide ongoing personal services to the Debtors. Mr. Trump has argued that the Services Agreement has terminated for a number of reasons. The Plan Proponents believe that, even if Mr. Trump is correct with respect to the termination of the Services Agreement, the license provided to TER Holdings under the License Agreement converts to a royalty-bearing license for ten years. Annual royalties under such royalty-bearing license would be $500,000 for each Debtor property with an EBITDA of more than $25 million and $100,000 for each property with an EBITDA of less than $25 million. All uses of the Trump name and Mr. Trump's likeness would need to be at levels consistent with or exceeding the standards of quality associated with them as of May 20, 2005.

There is an ongoing dispute regarding the Reorganized Debtors' ability to continue to use the "Trump" name and Donald Trump's likeness. Notwithstanding, though the Plan Proponents intend to enforce all rights with regard to the Trump trademark, the Plan Proponents may choose to re-brand the properties away from the Trump name, even if they retain the right to do so. While the company may incur certain expenses in doing so, the Plan Proponents believe that the Trump name may be more of a disadvantage to the ongoing business than a benefit due to detrimental associations related to multiple bankruptcy filings, and that a rebranding may be the best way to re-launch these properties.

During the course of the Reorganization Cases, Donald Trump and Ivanka Trump have filed numerous proofs of claim, asserting, among other things, at least $100 million in damages arising from alleged breaches of the pre-petition Amended and Restated Trademark License Agreement dated May 20, 2005, and damage to trademarks, brand and reputation, and misappropriation of image for commercial purposes. On August 26, 2009, the Ad Hoc Committee filed objections to the proofs of claim filed by each of Ivanka and Donald Trump, respectively. The Plan Proponents believe the Claims filed by Donald and Ivanka Trump are without merit. Similarly, the Debtors and the Ad Hoc Committee have made statements in the AHC Disclosure Statement indicating that they also believe the Claims filed by Donald and Ivanka Trump are without merit. The DJT Parties have argued otherwise.

B. Conditions Precedent

The transactions described in Section III.A. above are subject to various conditions precedent, including:

all actions, documents and agreements necessary to implement and consummate the Plan, including, without limitation, all actions, documents and agreements necessary to implement the Rights Offering, entry into the documents contained in the Plan Supplement, and entry into the Amended Organizational Documents, each in form and substance reasonably satisfactory to the First Lien Lenders, and the transactions and other matters contemplated thereby, shall have been effected or executed;

the Confirmation Order, in form and substance reasonably acceptable to Icahn Partners, shall have been entered, and there shall have been no modification or stay of the Confirmation Order or entry of other court order prohibiting transactions contemplated by the Plan from being consummated;

the Debtors shall have received all authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions or documents necessary to implement the Plan and that are required by law, regulation or order;

the Debtors shall have distributed the Backstop New Common Stock and the Backstop Allocation to the Backstop Parties in accordance with the terms and conditions in the Backstop Agreement (but only if the Rights Offering is consummated pursuant to Section 5.3(q)~~)~~ of the Plan);

the Debtors shall have paid in full in Cash all unpaid fees and expenses of the Plan Proponents incurred in connection with the Reorganization Cases, including any fees and expenses incurred in connection with the transactions contemplated by the Backstop Agreement (but only if the Rights Offering is consummated pursuant to Section 5.3(q)~~)~~ of the Plan), owing under the Final Cash Collateral Order or otherwise;

all conditions to the Backstop Agreement, including without limitation, that the Rights Offering shall have been conducted and the Subscription Expiration ~~date~~Date shall have occurred, that the Rights Offering Stock and Backstop New Common Stock shall be validly issued (but only if the Rights Offering is consummated pursuant to Section 5.3(q)~~)~~ of the Plan), that any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 shall have expired or been terminated thereunder, no breaches or violations by NewCo or Reorganized TER Holdings, and no judgment, decree or other legal impediment to closing shall have occurred; and

the prior receipt by the First Lien Lenders and their affiliates of, and the continued effectiveness of, any and all required approvals or consents of the transactions contemplated by this Plan from all necessary governmental agencies and authorities upon terms and conditions satisfactory to the Plan Proponents.

The individual and aggregate amounts of each of the following, as determined by the Bankruptcy Court, shall be acceptable to Icahn Partners in its sole discretion: (i) any Allowed Administrative Expense Claims pursuant to Section 2.1 of the Plan; (ii) any claims for compensation and reimbursement of expenses allowed pursuant to Section 2.2 of the Plan; (iii) any Allowed Priority Tax Claims pursuant to Section 2.3 of the Plan; (iv) any

Allowed Other Priority Claims; and (v) any Allowed Other Secured Claims. **If Icahn Partners determines that the amount(s) of the foregoing are too high, then consummation of the Beal/Icahn Plan may not occur.**

To date, the Plan Proponents' professionals have incurred approximately $4.5 million of fees and expenses in connection with the Reorganization Cases. The Plan Proponents estimate that their professionals (including Icahn Partners' and Beal Bank's respective attorneys and financial advisors (if any)) may incur approximately $5.0 million of additional fees and expenses between now and the Effective Date (estimated to occur in April 2010, if not sooner, subject to litigation relating to this Plan, the AHC/Debtor Plan and regulatory approvals).

The Plan Proponents believe that, other than gaming regulatory approvals, there are no regulatory issues that could adversely affect the Plan.

As holding companies of New Jersey casino licensees, TER and TER Holdings are subject to regulation by the New Jersey Casino Control Commission (the "***NJCCC***"). The restructuring as proposed in the Plan, including the restructuring of the first lien obligations of TER and affiliates, requires certain approvals be obtained from the NJCCC. In order to acquire the equity interest in TER Holdings as proposed in the Plan, BNAC, Beal Bank and Beal Bank Nevada, as well as certain newly formed entities directly and/or indirectly owned by BNAC (collectively, the "***New Qualifiers***"), will be required to qualify as holding companies or entity qualifiers of casino licensees Trump Taj Mahal Associates, LLC, Trump Plaza Associates, LLC and Trump Marina Associates, LLC (the "***Trump Casino Licensees***") in accordance with the New Jersey Casino Control Act (the "***Casino Act***") and the regulations promulgated thereunder. Further, individual officers and directors of the New Qualifiers may also be required to qualify to the standards for Casino Key Employees under the Casino Act, unless such qualification is waived. Similarly, any financial backer of a casino project, may be required to qualify as a financial source, unless qualification is waived.

BNAC and its affiliates have filed a petition with the NJCCC seeking declaratory rulings as to the status as either holding companies or entity qualifiers of each of the New Qualifiers and identification of the officers and directors of such companies that would be required to be qualified, and waiver of Beal Financial Corp. as a holding company or entity qualifier (the "***BNAC Petition***"). The First Lien Lenders will file a petition with the NJCCC seeking approval of the restructuring in accordance with the Plan, qualification of any New Qualifiers, as appropriate, in accordance with the BNAC Petition, qualification or waiver of the officers and directors of the New Qualifiers and a finding of financial stability following consummation of the Plan. Each of the New Qualifiers and the officers and directors required to qualify have filed or will file completed disclosure forms as required by the NJCCC. While the Plan Proponents cannot be certain that the approvals, qualifications and waivers sought will be granted by the NJ CCC, the Plan Proponents have no reason to believe that they will be denied.

The Plan Proponents anticipate that the Effective Date will occur in April 2010. However, an April, 2010 Effective Date may be delayed due to litigation relating to the Plan, the AHC Plan and/or any delays in the receipt of approvals from the NJCCC.

Icahn Partners are already in the process of qualifying under the Casino Act as a consequence of their ownership of loans under a credit facility secured in part by the Tropicana Casino and Resort located in Atlantic City, New Jersey (the "***Tropicana Atlantic City***"). The NJCCC approved a sale of the Tropicana Atlantic City through a bankruptcy auction process and the secured lenders were the successful bidder in connection with the auction.

Subsequently, the NJCCC approved an Amended and Restated Purchase Agreement which provides the terms and conditions under which the secured lenders will acquire Tropicana Atlantic City and the NJCCC ruled that the secured lenders could acquire Tropicana Atlantic City as part of the ownership structure of Tropicana Entertainment, the former parent company of Tropicana Atlantic City, pursuant to a plan of reorganization approved by the Delaware Bankruptcy Court in connection with the reorganization of Tropicana Entertainment, LLC and certain of its affiliates (collectively, "***Tropicana Entertainment***"). Per the plan of reorganization, the secured lenders will become the equity security holders of Reorganized Tropicana Entertainment ("***Reorganized Tropicana***"). Icahn Partners is the only secured lender who owns a percentage of the credit facility debt securities that equals or exceeds 5% of the overall facility (Icahn Partners owns approximately 47% of the credit facility). Therefore, once the Tropicana Entertainment plan of reorganization is consummated, Icahn Partners will be the only lender who must qualify in connection with the restructuring transactions. Icahn Partners has substantially completed its filing of an application for qualification with the NJCCC.

Per the terms of the Amended and Restated Purchase Agreement, Tropicana Atlantic City will be acquired by Tropicana Atlantic City Corp., a wholly owned subsidiary of Reorganized Tropicana. It is anticipated that in January of 2010, the NJCCC will grant interim authorization to allow Tropicana Atlantic City Corp. to acquire Tropicana Atlantic City. The NJCCC will then have nine months (as well as one possible three month extension) to decide whether Tropicana Atlantic City Corp. and its required qualifiers, which will include Icahn Partners, are qualified on a plenary basis. If the NJCCC makes a positive qualification determination, the NJCCC will issue a casino license to Tropicana Atlantic City Corp. Because Icahn Partners has previously been found qualified by the NJCCC and in light of the advanced stages of other required licensing application submissions prior to the NJCCC's approval of the Amended and Restated Purchase Agreement, it is anticipated that the NJCCC will be in a position to make the required qualification determination well within the initial nine month timeframe.

With the acquisition of 51% of the First Lien Lender Claims and related rights (the "***Purchased Interest***"), Icahn Partners has become a qualifier of the Trump Casino Licensees and Icahn Partners will have to be found qualified by the NJCCC in connection with the acquisition of the Purchased Interest. The bulk of the filings that Icahn Partners would have to make to seek a qualification determination from the NJCCC have already been made in connection with the Tropicana Atlantic City transaction. However, it is possible that Icahn Partners will have to obtain a separate interim authorization from the NJCCC allowing Icahn Partners to own the Purchased Interest pending a determination by the NJCCC that Icahn Partners is qualified. Further, in order for Icahn Partners to acquire an equity interest in an entity which is a holding or intermediary company of the Trump Casino Licensees, Icahn Partners will have to be found qualified to own the equity interest and Icahn Partners may be required to obtain a separate interim authorization from the NJCCC in order to obtain the equity interest.

In addition to the approvals related to qualification, if Icahn Partners acquires a substantial equity ownership interest in a holding /intermediary company of the Trump Casino Licensees, Icahn Partners will be required to obtain a ruling from the NJCCC that the acquisition of the equity ownership interest in a holding /intermediary company of the Trump Casino Licensees, when combined with the equity ownership interest in Tropicana Atlantic City, does not result in undue economic concentration in Atlantic City casino operations by Icahn Partners. The NJCCC has nine months (and one possible three month extension) from the grant of interim authorization to make any plenary qualification/licensing determination required in connection with a transaction receiving interim authorization. With respect to the needed qualification

determinations, there is a risk that a disqualifying event can occur while the application for qualification is pending (a disqualifying event involves specific acts or behavior designated to be a disqualifying event by the Casino Act) and there is a risk that the NJCCC could find an applicant for qualification to be unqualified (an applicant for qualification can be found unqualified by the NJCCC if the NJCCC determines that the applicant for qualification has failed to prove by clear and convincing evidence that the applicant possesses good character, honesty, integrity, responsibility and financial stability).

In determining whether undue economic concentration will exist as a result of Icahn Partners having a significant equity ownership interest in a holding/intermediary company of the Trump Casino Licensees and a holding/intermediary company of Tropicana Atlantic City, the NJCCC will consider whether Icahn Partners "would have such actual or potential domination of the casino gaming market in Atlantic City as to substantially impede or suppress competition among casino licensees or adversely impact the economic activity of the casino industry in Atlantic City." N.J.A.C. 19:42-3.1(b). In making this determination, the NJCCC's regulations require the consideration of a litany of factors, including but not limited to competitive status and market share. The NJCCC currently permits Harrah's Entertainment, Inc. ("**Harrah's**") to hold four casino licenses through its subsidiaries. In addition, the NJCCC previously allowed there to be four Trump Casino Licensees in New Jersey (since that time, one licensee, the Trump World's Fair, has ceased operations).

Based on information publicly available from the NJCCC for the periods ending September 30 and November 30, 2009, the combination of the Trump Casino Licensees and Tropicana Atlantic City, creates a joint interest in approximately 34.8% of the gaming space, 33.8% of the guest rooms, and 29% of net revenue in the Atlantic City gaming market. By way of comparison, Harrah's currently has an interest in approximately 41.9% of the gaming space, 39.8% of the guest rooms, and 42.6% of net revenue. The following chart is a comparison of the market share in each category identified by the NJCCC as a factor to consider when considering the Tropicana/Trump aggregation, as contrasted with the combination represented by the Harrah's entities. The percentages are of the Atlantic City citywide totals.

	Trump/Tropicana	Trump/Trop %	Harrah's	Harrah's %	City Total
Square Footage (Gaming)	464,474	34.78%	559,727	41.92%	1,335,271
Guest Rooms	5,773	33.76%	6,814	39.85%	17,101
Total Slot Machines	9,774	31.72%	12,504	40.58%	30,815
Total Table Games	542	33.11%	641	39.16%	1,637
Net Revenue (Q3 2009)	$321,087,000	28.95%	$469,308,000	42.31%	$1,109,233,000
Net Revenue (YTD 2009)	$865,638,000	28.76%	$1,283,507,000	42.64%	$3,010,163,000
Net Revenue (2008)	$1,305,049,000	28.71%	$2,018,794,000	44.42%	$4,544,961,000
Table Game Win (Nov. 2009)	$28,362,523	30.66%	$36,766,336	39.75%	$92,503,864
Table Game Win (YTD 2009)	$338,510,124	30.00%	$450,685,191	39.94%	$1,128,297,671
Table Game Win (2008)	$423,464,000	29.98%	$557,412,000	39.46%	$1,412,460,000
Slot Win (Nov. 2009)	$56,092,584	27.13%	$98,558,836	47.67%	$206,758,716
Slot Win (YTD 2009)	$712,517,829	28.02%	$1,163,176,532	45.74%	$2,542,772,862
Slot Win (2008)	$881,586,000	28.14%	$1,461,381,000	46.65%	$3,132,501,000
Table Game Drop (Nov. 2009)	$180,790,167	29.15%	$242,272,093	39.06%	$620,177,975
Slot Drop (Nov. 2009)	$675,639,967	29.23%	$1,003,903,201	43.43%	$2,311,642,503
Number of Employees	11,947	30.96%	15,115	39.17%	38,585

Notwithstanding the foregoing, there is a risk that the NJCCC will not permit Icahn Partners to take an interest in a holding/intermediary company that holds all three of the

Trump Casino Licensees. The NJCCC may also impose conditions upon Icahn Partners related to the economic concentration issue in the event it approves the acquisition by Icahn Partners of a significant ownership interest in a holding/intermediary company that holds all three of the Trump Casino Licensees including the possible divestiture of any significant interest held in securities that involve casino hotels in the Atlantic City gaming market other than Tropicana/Trump.

Icahn Partners does not believe that the acquisition of control of the three Trump Casino Licensees will result in undue economic concentration in Atlantic City casino operations by Icahn Partners and, based upon past precedent and an analysis of the factors identified by the NJCCC for an undue economic concentration determination, Icahn Partners believe that, upon application for a ruling, the NJCCC will make such a finding. Beyond the normal risks associated with the qualification process and the economic concentration issue, Icahn Partners does not foresee any significant gaming regulatory obstacles to completing the acquisition of an equity interest in reorganized TER Holdings. The acquisition of the equity interest in reorganized TER Holdings is also subject to review by the United States Federal Trade Commission ("**FTC**") and the Antitrust Division of the United States Department of Justice ("**DOJ**") under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. Icahn Partners will complete the necessary filings in connection with the review and, given the fact that the FTC cleared the Harrah's acquisition, after the required 30 day waiting period or such additional time as may be required to complete the review, Icahn Partners expects to be cleared by the FTC and/or DOJ to acquire the equity interest in reorganized Trump Entertainment Resorts.

NJCCC regulations mandate internal casino controls that seek to prevent conflict of interests related to the common ownership of multiple casino hotels. N.J.A.C. 19:45-1.11(b) details the required departments for each casino licensee. Each casino licensee is required to maintain an independent surveillance department, audit department, management information system department, a casino games department, a credit department, a security department, and a casino accounting department. N.J.A.C. 19:45-1.11(b). Not only are these departments prohibited from performing duties jointly among different licensees, under the NJCCC regulations, each department is required to independently perform its duties from "all other mandatory departments and supervisors of the casino licensee." Further, N.J.A.C. 19:45-1.12 identifies the required personnel that must be maintained independently by each casino licensee.

In instances where the NJCCC regulations allow for casino licensees to pool resources, the regulations detail the extent to which such pooling of resources may occur, and pooling of services must be approved by the Commission. By way of example, under N.J.A.C. 19:45-2.2, a casino licensee's computer systems may be maintained on a "remote computer," at another casino licensee's location. However, the Commission conditions approval of the use of a "remote computer" on each licensee's computer system having a "separate and distinct partition for each casino system" for which the MIS director of the licensee is responsible for maintaining access codes, restrictions on special rights and privileges shall be given only to the MIS director and his delegates, and no shared "processor, communication, bus, data storage device, and memory that is not partitioned or otherwise segregated from the partition manager and any other partition" may be used. N.J.A.C. 19:45-2.2(b)(4)(ii). Multiple casino hotel facility ownership is very common in the casino hotel industry, including common ownership that involves different percentages of ownership at competing facilities or different groups of owners at competing facilities. For example, Boyd Gaming and MGM MIRAGE ("**MGM**") own the Borgota in Atlantic City and they are competitors in Nevada. MGM also owns multiple casino hotels on the Strip in Las Vegas some of which are joint ventures with other owners. In Atlantic City, the NJCCC has allowed Colony Capital to own one casino hotel with one group of investors (Colony

Investors IV, L.P.) while owning another casino hotel in Atlantic City with a different group of investors (Colony Investors VI, L.P. and Colony Investors, VII, L.P.). Accordingly, the Plan Proponents believe that NJCCC regulations will protect against conflicts of interest arising from Icahn Partners' common ownership of equity interests in Tropicana and the reorganized Debtors.

C. Corporate Action

On the Effective Date, all matters provided for in the Plan that would otherwise require approval of the stockholders, directors, general or limited partners, or members of one or more of the Debtors, the Reorganized Debtors, NewCo, or New Partner Co, including without limitation, the authorization to (i) issue or cause to be issued the New Common Stock, the interests in New Partner Co, and the Reorganized TER Common Stock, and (ii) documents and agreements to be effectuated pursuant to the Plan, including the Backstop Agreement, the election or appointment as the case may be, of directors and officers of the Reorganized Debtors pursuant to the Plan and the Amended Organizational Documents, and the qualification of each of the Reorganized Debtors and NewCo as a foreign corporation or entity wherever the conduct of business by such entity requires such qualification shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to the applicable general corporation, limited partnership or limited liability company law of the states in which the Debtors or the Reorganized Debtors are organized, without any requirement of further action by the stockholders, directors, general or limited partners, or members of the Debtors or the Reorganized Debtors.

D. Securities Law Matters

Under the Plan, any New Common Stock issued other than in connection with the Rights Offering (the "***1145 Securities***") will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance upon the exemption set forth in section 1145(a)(1) of the Bankruptcy Code and may be resold by holders thereof without registration, unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities, subject to the terms thereof, applicable securities laws and the Amended Organizational Documents, as applicable. Under the Plan, the Rights Offering Stock to be issued to Rights Offering Participants pursuant to the exercise of Subscription Rights will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance upon section 4(2) of the Securities Act or Regulation D promulgated thereunder. All shares of Rights Offering Stock issued pursuant to the exemption from registration set forth in section 4(2) of the Securities Act or Regulation D promulgated thereunder will be considered "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. It is the Plan Proponents' current intention to prepare and file with the Securities and Exchange Commission within 180 days after the Effective Date a registration statement to register for resale shares of New Common Stock that are not otherwise freely tradable at that time. Prior to the effectiveness of any such registration statement, the New Common Stock will be subject to additional restrictions on transfer so as not to subject NewCo to registration and reporting requirements under the Exchange Act.

1. *Section 1145 of the Bankruptcy Code.*

Section 1145(c) of the Bankruptcy Code provides that securities issued pursuant to a registration exemption under section 1145(a)(1) of the Bankruptcy Code are deemed to have been issued pursuant to a public offering. Therefore, the securities issued pursuant to a section 1145 exemption may generally be resold by any holder thereof without registration under the

Securities Act pursuant to the exemption provided by section 4(1) thereof, unless the holder is an "underwriter" with respect to such securities, as such term is defined in section 1145(b)(1) of the Bankruptcy Code. In addition, such securities generally may be resold by the recipients thereof without registration under state securities or "blue sky" laws pursuant to various exemptions provided by the respective laws of the individual states. However, recipients of securities issued under the Plan are advised to consult with their own counsel as to the availability of any such exemption from registration under federal securities laws and any relevant state securities laws in any given instance and as to any applicable requirements or conditions to the availability thereof.

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" for purposes of the Securities Act as one who, subject to certain exceptions, (a) purchases a claim with a view to distribution of any security to be received in exchange for such claim, or (b) offers to sell securities offered or sold under the plan for the holders of such securities, or (c) offers to buy securities issued under the plan from the holders of such securities, if the offer to buy is made with a view to distribution of such securities, and if such offer is under an agreement made in connection with the plan, with the consummation of the plan or with the offer or sale of securities under the plan, or (d) is an issuer, as used in section 2(11) of the Securities Act, with respect to such securities.

The term "issuer," as used in section 2(11) of the Securities Act, includes any person directly or indirectly controlling or controlled by, an issuer of securities, or any person under direct or indirect common control with such issuer. "Control" (as defined in Rule 405 under the Securities Act) means the possession, direct or indirect, of the power to direct or cause the direction of the policies of a person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be "in control" of such debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. Moreover, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns at least ten percent (10%) of the voting securities of a reorganized debtor may be presumed to be a "control person."

To the extent that persons deemed "underwriters" receive securities under the Plan pursuant to the exemption from registration set forth in section 1145 of the Bankruptcy Code, resales of such securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of such securities may, however, be able, at a future time and under certain conditions described below, to sell such securities without registration pursuant to the resale provisions of Rule 144 and Rule 144A under the Securities Act.

2. *Section 4(2) of the Securities Act/Regulation D.*

Section 4(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving any public offering will be exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor promulgated by the United States Securities and Exchange Commission under the Securities Act related to, among others, section 4(2) of the Securities Act.

The term "issuer," as used in section 4(2) of the Securities Act, means, among other things, a person who issues or proposes to issue any security. Securities issued pursuant to the exemption provided by section 4(2) of the Securities Act or Regulation D promulgated

thereunder are considered "restricted securities." As a result, resales of such securities may not be exempt from the registration requirements of the Securities Act or other applicable law. Holders of such restricted securities may, however, be able, at a future time and under certain conditions described below, to sell such restricted securities without registration pursuant to the resale provisions of Rule 144 and Rule 144A under the Securities Act.

3. *Resales of New Common Stock/Rule 144 and Rule 144A.*

To the extent that persons who receive 1145 Securities are deemed to be "underwriters" (collectively, the "***Restricted Holders***"), resales of such securities by Restricted Holders would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Restricted Holders would, however, be permitted to sell New Common Stock without registration if they are able to comply with the applicable provisions of Rule 144 under the Securities Act, as described further below, or if such securities are registered with the Commission. Any person who is an "underwriter" but not an "issuer" with respect to an issue of securities (other than a holder of restricted securities) is, in addition, entitled to engage in exempt "ordinary trading transactions" within the meaning of section 1145(b)(1) of the Bankruptcy Code.

Persons who purchase Rights Offering Stock pursuant to the exemption from registration set forth in section 4(2) of the Securities Act or Regulation D promulgated thereunder will hold "restricted securities." Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell New Common Stock without registration if they are able to comply with the applicable provisions of Rule 144 or Rule 144A under the Securities Act, as described further below, or if such securities are registered with the Commission.

Under certain circumstances, Restricted Holders and holders of restricted securities may be entitled to resell their securities pursuant to the limited safe harbor resale provisions of Rule 144. Generally, Rule 144 provides that if certain conditions are met (*e.g.*, that the availability of current public information with respect to the issuer, volume limitations, and notice and manner of sale requirements), specified persons who resell restricted securities or who resell securities which are not restricted but who are "affiliates" of the issuer of the securities sought to be resold, will not be deemed to be "underwriters" as defined in section 2(11) of the Securities Act. Rule 144 provides that: (i) a non-affiliate who has not been an affiliate during the preceding three months may resell restricted or other securities after a six-month holding period if at the time of the sale there is current public information regarding the issuer and after a one year holding period if there is not current public information regarding the issuer at the time of the sale; and (ii) an affiliate may sell restricted or other securities after a six-month holding period if at the time of the sale there is current public information regarding the issuer, and also may sell restricted or other securities after a one-year holding period whether or not current public information regarding the issuer at the time of the sale, provided that in each case the affiliate otherwise complies with the volume, manner of sale and notice requirements of Rule 144.

Rule 144A provides a non-exclusive safe harbor exemption from the registration requirements of the Securities Act for resales to certain "qualified institutional buyers" of securities that are "restricted securities" within the meaning of the Securities Act, irrespective of whether the seller of such securities purchased its securities with a view towards reselling such securities, if certain other conditions are met (*e.g.*, the availability of information required by paragraph 4(d) of Rule 144A and certain notice provisions). Under Rule 144A, a "qualified

institutional buyer" is defined to include, among other persons, "dealers" registered as such pursuant to section 15 of the Exchange Act, and entities that purchase securities for their own account or for the account of another qualified institutional buyer and that, in the aggregate, own and invest on a discretionary basis at least $100 million in the securities of unaffiliated issuers. Subject to certain qualifications, Rule 144A does not exempt the offer or sale of securities that, at the time of their issuance, were securities of the same class of securities then listed on a national securities exchange (registered as such pursuant to section 6 of the Exchange Act) or quoted in a United States automated inter-dealer quotation system.

Certificates evidencing 1145 Securities received by Restricted Holders or by a holder that the Plan Proponents determine is an underwriter within the meaning of section 1145 of the Bankruptcy Code, and certificates evidencing securities issued pursuant to the exemption from registration set forth in section 4(2) of the Securities Act or Regulation D promulgated thereunder, will bear a legend substantially in the form below:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS COVERING SUCH SECURITIES OR THE SECURITIES ARE SOLD AND TRANSFERRED IN A TRANSACTION THAT IS EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT."

Any holder of a certificate evidencing shares of New Common Stock bearing such legend may present such certificate to the transfer agent for the share of New Common Stock for exchange for one or more new certificates not bearing such legend or for transfer to a new holder without such legend at such times as (i) such shares are sold pursuant to an effective registration statement under the Securities Act or (ii) in the case of shares issued under the Plan pursuant to the exemption from registration set forth in section 1145 of the Bankruptcy Code, such holder delivers to the Reorganized Debtors an opinion of counsel reasonably satisfactory to the Reorganized Debtors to the effect that such shares are no longer subject to the restrictions applicable to "underwriters" under section 1145 of the Bankruptcy Code or (iii) such holder delivers to the Reorganized Debtors an opinion of counsel reasonably satisfactory to the Reorganized Debtors to the effect that such shares are no longer subject to the restrictions pursuant to an exemption under the Securities Act and such shares may be sold without registration under the Securities Act, in which event the certificate issued to the transferee will not bear such legend.

In addition, all New Common Stock will bear such legends as are required by state gaming laws and regulations.

WHETHER OR NOT ANY PARTICULAR PERSON WOULD BE DEEMED TO BE AN "UNDERWRITER" OF SECURITIES TO BE ISSUED PURSUANT TO THE PLAN OR AN "AFFILIATE" OF THE REORGANIZED DEBTORS WOULD DEPEND UPON VARIOUS FACTS AND CIRCUMSTANCES APPLICABLE TO THAT PERSON. ACCORDINGLY, BEAL BANK, THE DEBTORS AND THE REORGANIZED DEBTORS EXPRESS NO VIEW AS TO WHETHER ANY SUCH PERSON WOULD BE SUCH AN "UNDERWRITER" OR AN "AFFILIATE." IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE OF THE REORGANIZED DEBTORS, BEAL BANK,

THE DEBTORS AND THE REORGANIZED DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN SECURITIES OF THE REORGANIZED DEBTORS. ACCORDINGLY, BEAL BANK AND ICAHN PARTNERS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

4. ***Additional Restrictions on Transfer***

As a result of the transactions provided for herein, the number of record holders of New Common Stock will be less than 500 in the aggregate and NewCo will therefore not be required to file reports with the SEC under the Exchange Act because it will not have a class of equity securities with 500 or more "holders of record" (as understood for purposes of Section 12(g) of the Exchange Act).

The New Common Stock will be subject to restrictions on transfer to prevent NewCo from becoming a "reporting company" under the Exchange Act. Specifically, no holder of shares of New Common Stock shall transfer any such shares to any person, nor shall NewCo effect the transfer of any shares of New Common Stock to any person, if, at the time of such transfer, NewCo has more than four hundred fifty (450) record holders of New Common Stock in the aggregate, or if the Board of Directors of NewCo reasonably determines that such transfer would, if effected, result in NewCo having more than four hundred fifty (450) holders of record of New Common Stock in the aggregate.

The New Common Stock may not be listed on any securities exchange and, as a result of the foregoing restrictions, a trading market in the New Common Stock in the over-the-counter markets may never develop. As a result, the New Common Stock may be illiquid.

5. ***Registration of New Common Stock***

It is the Plan Proponents' current intention to prepare and file with the Securities and Exchange Commission within 180 days after the Effective Date a registration statement to register for resale under the Securities Act shares of New Common Stock that are not otherwise freely tradable. The foregoing restriction on having more than four hundred fifty (450) holders of record of New Common Stock will terminate upon the effectiveness of any such registration statement.

IV.

Voting Procedures and Requirements

Detailed voting instructions are provided with the ballot accompanying this Disclosure Statement. For purposes of the Plan, only Class ~~3A-3J,~~3, Class ~~4A-4E,~~4, Class ~~5A-5J,~~5, and Class 11 are entitled to vote. If your claim is not in one of these Classes, you are not entitled to vote on the Plan and you will not receive a ballot with this Disclosure Statement. If your claim is in one of these Classes, you should read your ballot and follow the listed instructions carefully. Please use only the ballot that accompanies this Disclosure Statement.

IF YOU HAVE ANY QUESTIONS CONCERNING THE BALLOT, YOU MAY CONTACT THE VOTING AGENT AT THE GARDEN CITY GROUP, INC., ATTN:

TRUMP ENTERTAINMENT RESORTS, INC., P.O. BOX 9000 #6517, MERRICK, NEW YORK 11566-9000, TEL: (866) 396-9680

A. Vote Required for Acceptance by a Class

Under the Bankruptcy Code, acceptance of a Plan by creditors in a class of claims is determined by calculating the number and the amount of claims voting to accept, based on the actual total allowed claims voting. Acceptance by a class of creditors requires an affirmative vote of more than one-half of the total allowed claims voting and two-thirds in amount of the total allowed claims voting.

B. Classes Not Entitled to Vote

Under the Bankruptcy Code, creditors are not entitled to vote on, and are deemed to have accepted, the Plan if their contractual rights are left unimpaired by the Plan. In addition, classes of claims or interests that are not entitled to receive property under the Plan are not entitled to vote on, and deemed not to have accepted the Plan. Based on this standard, for example, the holders of other priority claims are not being affected by the Plan and thus deemed to have accepted the Plan. Conversely, holders of equity interests in TER, for example, are not entitled to vote on, and are deemed not to have accepted, the Plan because they are not receiving any property under the Plan.

C. Voting

In order for your vote to be counted, your vote must be actually ***received*** by the Voting Agent at the following address before the Voting Deadline.

Voting Agent For Voting Classes ~~3A 3J, 4A 4E,~~3, 4, 5~~A 5J~~ and 11:

The Garden City Group, Inc.
Attn: Trump Entertainment Resorts, Inc.
P.O. Box 9000 #6517
Merrick, New York 11566-9000
Tel: (866) 396-9680

If your vote is received by the Voting Agent after the Voting Deadline, the Debtors, in their sole discretion will decide whether or not your vote will be counted.

If the instructions on your ballot require you to return the ballot to your bank, broker, or other nominee, or to their agent, you must deliver your ballot to them in sufficient time for them to process it and return it to the Voting Agent before the Voting Deadline. If a ballot is damaged or lost, you may contact the Voting Agent at the number set forth above. Any ballot that is executed and returned but which does not indicate an acceptance or rejection of the Plan will not be counted.

V.

Financial Information, Projections, Marketing Efforts, and Valuation Analysis

In order to avoid a lengthy and expensive litigation process in these cases, the Plan Proponents refer to the valuation analysis prepared by the Ad Hoc Committee in connection with the AHC/Debtor Plan (the "***AHC Valuation Analysis***"), which estimates the range of reorganization value of the Debtors to be approximately $424 million to $494 million (with a midpoint value of $459 million) as of December 2009. The AHC Valuation Analysis, as contained in Section V of the disclosure statement for the AHC/Debtor Plan, is attached hereto as Exhibit F. The AHC Valuation incorporates by reference the projections prepared by the Debtors (the "***Debtors' Projections***"). Notwithstanding the AHC Valuation Analysis, the Plan provides the opportunity for holders of Allowed Second Lien Note ~~Secured~~ Claims and Allowed General Unsecured Claims to obtain the recovery to which they would have been entitled under the prior valuation analysis prepared by the Ad Hoc Committee, which estimated the range of reorganization value of the Debtors to be approximately $464 million to $534 million (with a midpoint value of $499 million). The Debtors' Projections, as contained in Section VI of the AHC/Debtor Disclosure Statement, are attached hereto as Exhibit G.

Under the AHC Valuation Analysis, prior to entering into the DJT Settlement Agreement, the Ad Hoc Committee contended that the license to use the Trump name and Mr. Trump's likeness, the continued participation or promotional services of Donald Trump in connection with the Debtors' businesses, and Mr. Trump's promise not to engage in competing casino business conferred little, if any, incremental value upon the Reorganized Debtors' business. The Plan Proponents believe that, given Mr. Icahn's integral involvement with the Reorganized Debtors under this Plan, termination of the License Agreement and other existing agreements between the Debtors and Mr. Trump and the discontinued use of the Trump name and likeness would not materially negatively impact the Debtors' Projections (except for any short-term costs associated with removal of the Trump name and Mr. Trump's likeness from the properties) and the AHC Valuation Analysis. All rights of the Debtors and the Plan Proponents with respect to the License Agreement and other existing agreements between the Debtors and Mr. Trump are hereby expressly reserved.

VI.

General Information

A. Description of Debtors

1. *Corporate Structure and Business.*

TER is a publicly-held company and general partner of TER Holdings, which owns the operating casino entities. The predecessor entity to TER was Trump Hotels & Casino Resorts, Inc. ("***THCR***"). THCR was incorporated in Delaware in March 1995 and became a public company in June 1995. Like TER, THCR and its affiliates and subsidiaries owned and operated three casino hotel properties in Atlantic City, New Jersey: Trump Taj Mahal Resort, Trump Plaza Casino, and Trump Marina Casino. In addition, THCR and its affiliates and subsidiaries owned and operated casino properties in California and Indiana.

TER's common stock began trading on the Nasdaq Stock Market under the ticker symbol "TRMP" in September 20, 2005. On February 17, 2009, TER received a notification from the Nasdaq Stock Market indicating that it had determined, in accordance with Nasdaq Marketplace Rules, that TER's common stock would be delisted from the Nasdaq Stock Market in light of the filing of the Reorganization Cases, concerns about the residual equity interest of the

existing listed security holders and concerns about TER's ability to sustain compliance with all of Nasdaq's listing requirements. Trading in TER common stock was suspended on February 26, 2009. On March 12, 2009, Nasdaq announced that it would file a Form 25 with the SEC to complete the delisting. The delisting was effective on March 22, 2009.

According to the Debtors, as of August 3, 2009, the outstanding equity of TER consisted of (i) 31,715,876 shares of common stock (with approximately 2,864 holders of record of TER common stock) and (ii) 900 shares of TER's class B common stock. Further, according to the Debtors, the issued and outstanding shares of class B common stock are held by Mr. Trump and have the voting equivalency of 1,407 shares of TER common stock. TER's principal assets consist of its general and indirect limited partnership interests in TER Holdings which holds, through its subsidiaries, substantially all of the assets of the Debtors' businesses. TER Holdings is currently owned by TER as General Partner (with an aggregate percentage interest of approximately 99.98814%), TER's wholly owned subsidiary TCI 2, a Limited Partner (with an aggregate percentage interest of approximately 0.00461%), and ACE Entertainment Holdings, Inc., also a Limited Partner and an affiliate of Mr. Trump (with an aggregate percentage interest of approximately 0.00725%). TER Holdings also owns 100% of several other limited liability company debtors.

As the sole general partner of TER Holdings, TER generally has the exclusive rights, responsibilities and discretion as to the management and control of TER Holdings and its subsidiaries.

For more information about TER and its business reference is made to TER's 2008 Form 10-K and Third Quarter Form 10-Q, attached hereto as Exhibit H and Exhibit I, respectively. Additional information regarding revenues and year-over-year financial performance can be found at the NJ CCC website: www.state.nj.us/casinos/.

2. ***History and Prior Bankruptcy Proceedings.***

On November 21, 2004, THCR, together with 28 affiliates and subsidiaries (collectively, the "***2004 Debtors***"), filed voluntary chapter 11 petitions in the United States Bankruptcy Court for the District of New Jersey (Case No. 04-46898 (JHW)) (Jointly Administered) (the "***2004 Chapter 11 Cases***"), as part of a conceptually agreed upon plan.

On April 5, 2005, the United States Bankruptcy Court for the District of New Jersey entered an order confirming the Debtors' Second Amended Joint Plan of Reorganization (the "***Prior Plan***"), which became effective on May 20, 2005 (the "***Prior Effective Date***"). Upon the Prior Effective Date, all material conditions to the Prior Plan were satisfied and the 2004 Debtors emerged from chapter 11 as the Debtors. Pursuant to the Prior Plan, the 2004 Debtors were recapitalized and renamed, certain subsidiaries were merged and/or dissolved, indebtedness was consolidated and debt service was substantially reduced.

The Debtors' current capital structure arises from the Prior Plan. The Debtors implemented a 1,000 for 1 reverse stock split of THCR's common stock such that each 1,000 shares of THCR common stock immediately prior to the reverse stock split were consolidated into one share of common stock of the reorganized debtor, TER, resulting in the distribution of approximately 19,944 shares of TER common stock (approximately 0.05% on a fully diluted basis for holders other than Mr. Trump), in aggregate, to holders of THCR common stock. Holders of THCR common stock received approximately $0.88 for each share of THCR common stock owned by each holder, an aggregate of $17.5 million, and also obtained a pro rata share of

the net proceeds from the sale of the former World's Fair site in Atlantic City, a total of $25.2 million. All options to acquire THCR common stock were cancelled, and holders (other than Mr. Trump) of THCR common stock also received Class A Warrants to purchase up to approximately 2,207,260 shares of TER common stock (approximately 5.34% on a fully diluted basis). The Class A Warrants were either exercised by or converted to shares under the Prior Plan on May 22, 2006.

On the Prior Effective Date, TER Holdings and Trump Entertainment Resorts Funding, Inc. ("***TER Funding***") issued $1.25 billion aggregate principal amount of 8.5% Senior Secured Notes due 2015 (the "***Second Lien Notes***") in connection with the Prior Plan. In addition, the Debtors implemented a debt restructuring whereby pro rata distributions of cash, Senior Secured Notes, or TER common stock were made to: (i) holders of $1.3 billion aggregate principal amount of 11.25% First Mortgage Notes of Trump Atlantic City Associates, Trump Atlantic City Funding, Inc., Trump Atlantic City Funding, II, Inc. and Trump Atlantic City Funding, III, Inc.; (ii) holders of approximately $435 million aggregate principal amount of 11.625% First Priority Mortgage Notes due 2010 of Trump Casino Holdings, LLC and Trump Casino Funding, Inc.; and (iii) holders of $54.6 million aggregate principal amount of 17.625% of Second Priority Notes due 2010 of Trump Casino Holdings, LLC.

The Debtors also entered into a $500 million secured credit facility on the Prior Effective Date with a syndicate of bank lenders (the "***2005 Credit Facility***"). The proceeds from the 2005 Credit Facility were used to repay up to $100 million in debtor in possession financing that the 2004 Debtors had obtained on November 22, 2004 during the 2004 Chapter 11 Cases. The 2005 Credit Facility was secured by substantially all assets of the Debtors, and senior in priority to the Senior Secured Notes.

On December 21, 2007, the Debtors entered into a $493.3 million secured credit facility, which was amended in March 2008, May 2008, and October 2008 (the "***2007 Credit Facility***"), the proceeds of which were used to repay all amounts outstanding under the 2005 Credit Facility and $6.6 million of associated transaction costs.

B. Prepetition Capital Structure of the Debtors

The capital structure of the Debtors consists primarily of equity and secured notes. According to the Debtors, as of August 3, 2009, the outstanding equity of TER consisted of (i) 31,715,876 publicly traded shares of common stock (with approximately 2,864 holders of record of TER common stock) and (ii) nine hundred (900) shares of TER's class B common stock owned by Mr. Trump and representing the right to vote 1,407 shares of TER common stock.

In addition, TER and TER Holdings have consolidated long term debt under the 2007 Credit Facility of approximately $493,250,000. As of June 30, 2009, the total amount outstanding under the 2007 Credit Facility was $486,293,000. The 2007 Credit Facility matures on December 21, 2012 and must be repaid during the final year of the loans in equal quarterly amounts, subject to amortization of approximately 1.0% per year prior to the final year. Borrowings under the 2007 Credit Facility are secured by a first priority security interest in and lien on substantially all of the assets of TER Holdings and its operating subsidiaries, and the guaranty of TER.

In addition, TER Holdings and TER Funding have consolidated long term debt under the Senior Secured Notes of approximately $1,250,000,000 in principal amount due June 1, 2015. The Senior Secured Notes were used to pay distributions under the Prior Plan. The Senior

Secured Notes bear interest at 8.5% per annum. The obligations under the Senior Secured Notes are secured by second mortgages on the Debtors' real property, certain intellectual property rights, and related personal property, all subordinate to liens securing amounts borrowed under the 2007 Credit Facility and certain other permitted prior liens. In addition, Mr. Trump has provided a guaranty of up to $250,000,000 of the Second Lien Notes under certain terms and conditions (the "***Guaranty***"), a copy of which is attached hereto as Exhibit K. See "Item 13 – Certain Relationships and Related Transactions – Debt Guarantee" in the 2008 Form 10-K which is attached hereto as Exhibit H.

According to the Debtors, as of June 30, 2009, the Debtors' books and records reflected accounts payable due and owing in the approximate amount of $12,104,000, plus an additional $69,000 in costs for construction in progress, an additional estimated $19,295,000 for other vendors (such as utilities) who have not provided invoices to the Debtors for services and products already provided. Total trade debt was approximately $31,468,000. In addition, according to the Debtors, the Debtors are obligated for approximately $6,019,000 for leases and other ordinary course financings arrangements.

C. Events Leading to the Commencement of the Reorganization Cases

According to the Debtors, the Debtors' operating results during 2008 and 2009 have been affected by various factors, including most significantly the competition in nearby or adjoining states and general and significant weakening of the economy. Further, the Debtors have stated that they believe other factors affecting performance included the pending sale of the Trump Marina Casino (as described below) and smoking restrictions under local legislation.

1. *Competition.*

The Atlantic City market primarily serves the New York-Philadelphia-Baltimore-Washington D.C. corridor with nearly 30 million adults living within a three-hour driving radius. The Atlantic City market is the second largest gaming market in the United States, after Las Vegas. In 2008, the casinos in the Atlantic City market generated $4.5 billion in casino revenue. The Debtors' three casinos combined comprise approximately 21% of the gaming positions and 21% of the hotel rooms in the Atlantic City market and generate approximately 21% of the market gaming revenue.

The Debtors have indicated that competition in Atlantic City is intense and increasing. At the present time, the 11 casino hotels located in Atlantic City, including the Debtors' three properties, compete with each other on the basis of customer service, quality and extent of amenities and promotional offers. For this reason, the Debtors and their competitors require substantial capital expenditures to compete effectively.

For the quarter ended June 30, 2009, gross gaming revenues in the Atlantic City market (as reported to the NJ CCC) compared to the same quarter in 2008 decreased 14.5% overall, while slot revenues decreased 14.8%. For the quarter ended June 30, 2009, the Debtors experienced a 15.5% decrease in overall gross gaming revenue and a 14.0% decrease in slot revenue at their three properties, compared to the prior-year period.

For the six months ended June 30, 2009, gross gaming revenues in the Atlantic City market (as reported to the NJ CCC) decreased 15.3% overall, while slot revenues decreased 15.9% compared to the six months ended June 30, 2008. For the six months ended June 30,

2009, the Debtors experienced a 14.0% decrease in overall gross gaming revenue and a 14.9% decrease in slot revenue at their three properties compared to the prior year period.

Beginning in late 2006 and continuing in 2007, several new gaming properties debuted in Pennsylvania that have introduced over 9,000 new slot machines within the Debtors' competitive marketplace. Importantly, these new facilities are located in close proximity to the Debtors' significant customer base in southeastern Pennsylvania, and this convenience factor is proving quite persuasive to particular segments of the Debtors' customers. Furthermore, the City of Atlantic City imposed a partial smoking ban that took effect in April 2007 that mandated each Atlantic City casino designate at least seventy-five percent of its gaming area smoke-free.

As a result of these developments, in 2007, the Atlantic City gaming industry experienced its first year-over-year revenue decline since the first casino opened its doors in 1978. The effect of new competition from Pennsylvania and the partial smoking ban implemented by the City of Atlantic City was broad. From the city's largest property to its smallest, the financial effects of the recent market changes have been widespread and have continued. This decline was repeated in 2008, and in fact economic conditions exacerbated such decline.

2. ***Regulatory and Licensing.***

On April 15, 2007, an ordinance in Atlantic City became effective which extended smoking restrictions under the New Jersey Smoke-Free Air Act. The Atlantic City ordinance mandated that casinos restrict smoking to designated areas of up to 25% of the casino floor. During April 2008, Atlantic City's City Council unanimously approved an amendment to the Atlantic City ordinance which bans smoking entirely on all casino gaming floors and casino simulcasting areas, but allows smoking in separately exhausted, non-gaming smoking lounges. The amendment to the ordinance became effective on October 15, 2008, however, on October 27, 2008, Atlantic City's City Council voted to postpone the full smoking ban for at least one year due to, among other things, the weakened economy and increased competition in adjoining states. The postponement of the full smoking ban went into effect on November 16, 2008. While the Debtors have asserted in the Debtors' Disclosure Statement that they are unable to quantify the impact of the smoking restrictions, the Debtors have also stated that they believe that the smoking restrictions have negatively impacted their gaming revenues and income from operations as their competition in adjacent states continues to permit smoking. Although the Debtors constructed a smoking lounge on the casino floor at each of their properties as permitted by the ordinance, the Debtors have stated that they believe their gaming revenues and income from operations were negatively affected by the full smoking ban and that a future complete ban on smoking in casino and casino simulcasting areas could further adversely affect their results.

In addition, the gaming industry is highly regulated and the Debtors must maintain their casino licenses and pay gaming taxes in order to continue their gaming operations. For more information about the regulation of the gaming industry, reference is made to Exhibit 99.1 to the Form 10-K for the fiscal year ended December 31, 2008: Description of Certain Governmental and Gaming Regulations, attached hereto as Exhibit J.

3. ***Default Under the Second Lien Notes and Negotiations with Noteholder Advisors.***

As a result of the above factors, the Debtors' cash flow suffered. TER Holdings and TER Funding did not make the interest payment due December 1, 2008 on the Second Lien

Notes. From that date forward, the Debtors and their representatives pursued discussions with certain holders of the Second Lien Notes and their representatives regarding a possible negotiated restructuring of the Debtors' capital structure. The Debtors efforts to negotiate a restructuring proved unsuccessful.

Following their commencement of these Reorganization Cases, the Debtors received several proposals from the Ad Hoc Committee, on the one hand, and Beal Bank and Mr. Trump, on the other, regarding restructuring alternatives. A discussion of the AHC Plan is set forth below in Section XI. B (Alternative Plan). According to the Debtors, in considering and comparing these restructuring alternatives, the Debtors, including their management and respective boards, considered numerous factors, including which option would maximize the value of the estates' assets for creditors, and certainty of consummation. In addition, the Debtors have stated that they considered the extensive marketing and sale efforts that they had conducted with the assistance of Lazard, their financial advisors. After such processes, the senior management recommended, and the Board eventually resolved, that the restructuring alternative that provided for an additional investment of $100 million by Beal Bank and Mr. Trump represented the best available approach to maximize the value of the Debtors' assets for creditors. The Purchase Agreement was amended on October 5, 2009, to provide for an additional investment by Beal Bank and Mr. Trump in the aggregate amount of approximately $13.9 million, for a total aggregate investment of approximately $113.9 million. In addition, the proposal of Beal Bank and Mr. Trump provided the Debtors with licensing rights to use certain "Trump" trademarks and Mr. Trump's likeness, as well as provided for agreements under which Mr. Trump would have provided marketing and promotional services, and present certain business opportunities, to the Debtors and would have refrained from engaging in certain activities that are competitive with the Debtors' businesses. Accordingly, the Debtors stated that they determined the pursuit of the transactions described in the Debtors Disclosure Statement to be in the best interests of the estates. Accordingly, on July 22, 2009, the Debtors decided to proceed with the proposals put forth by Beal Bank and Mr. Trump. As set forth in Section XI. B (Alternative Plan) of this Disclosure Statement, however, since the Debtors determined to move forward with the Debtors' Plan, material developments have occurred in these Reorganization Cases.

4. *The Florida Litigation and Pending Sale of the Trump Marina Casino.*

As set forth in further detail in the 2008 Form 10-K, attached hereto as Exhibit H, one of the Debtors, Trump Entertainment Resorts Development Company, LLC, is a plaintiff in litigation pending in Florida (the "***Florida Litigation***") against Richard Fields ("***Fields***") and Coastal Development, LLC, Power Plant Entertainment, LLC, the Cordish Company, Native American Development, LLC and Joseph Weinberg (collectively, the "***Defendants***"). The suit alleges a conspiracy among the Defendants pursuant to which Fields, a former consultant for the negotiation and development of Trump properties, used his relationship with the Debtors and/or Mr. Trump to partner with the Seminole Indian Tribe of Florida to develop and open two Hard Rock hotel and casino properties in Florida. The Debtors have stated that they believe the lawsuit to be an asset of the estate, but for many reasons, including that discovery and trial on liability and damages have been bifurcated, they are unable to value the asset at this time. The Defendants did not assert counterclaims in the Florida Litigation and did not file any proofs of claims against any of the Debtors in the Reorganization Cases. Several of the Defendants contend that they have future contingent claims against the Debtors relating to the litigation, most particularly claims for attorneys' fees under Florida law. The Bankruptcy Court has ruled that the attorney fee claims are prepetition claims (although any unaccrued malicious prosecution claim is not). Several Defendants, who admit making a decision not to file proof of claims in Bankruptcy

Court, have appealed the Bankruptcy Court's ruling. In addition, one of the Defendants and an affiliate have filed an adversary complaint against the Debtors alleging claims arising from a failed prepetition settlement of the Florida Litigation (described below). The Debtors have stated that they believe the Bankruptcy Court's ruling was correct and that the adversary complaint has no merit.

As a part of a prepetition settlement of the Florida Litigation, on May 28, 2008, Trump Marina Associates, LLC, d/b/a Trump Marina Hotel Casino entered into an Asset Purchase Agreement (the "***APA***") to sell the Trump Marina Casino to Coastal. On October 28, 2008, the parties entered into an amendment to the APA to modify certain terms and conditions of the APA. The closing was subject to the satisfaction of certain conditions, including receipt of approvals from New Jersey governmental authorities and this Court. On May 28, 2009, the APA terminated as a result of the buyer's inability to close.

According to the Debtors, since the termination of Coastal's most recent proposal, Coastal submitted written non-binding indications of interest on June 9, 2009 and July 16, 2009 describing certain terms under which it would acquire the Trump Marina Casino. The Debtors have stated, however, that such terms have been unacceptable to the Debtors and that the Debtors continue to explore with Coastal their interest in pursuing a purchase of the Marina property. On July 28, 2009, Coastal filed an adversary proceeding against the Debtors in the Bankruptcy Court seeking to recover certain deposits relating to the APA. In addition, the Ad Hoc Committee and Coastal have both suggested that potential causes of action may exist and be asserted against Donald and Ivanka Trump, including without limitation, for Mr. Trump's role in the negotiations surrounding the sale of the Trump Marina Casino.

5. Mr. Trump's Abandonment of his Limited Partnership Interests in TER Holdings.

As disclosed in the Debtors' 2008 Form 10-K, annexed hereto as Exhibit H, by letter dated February 13, 2009, Mr. Trump purportedly notified TER that he had abandoned any and all of his 23.5% direct limited partnership interest in TER Holdings and relinquished any and all rights under the Fourth Amended and Restated Agreement of Limited Partnership of TER Holdings (the "***Partnership Agreement***") or otherwise with respect to TER Holdings and Mr. Trump's limited partnership interest. That same day, Donald and Ivanka Trump resigned as members of the board of directors of TER Inc., pursuant to written letters of resignation. Pursuant to the terms of the Partnership Agreement, the prior written consent of TER, as the general partner of TER Holdings, is required for a limited partner to withdraw from TER Holdings. According to the Debtors, TER did not consent to a withdrawal by Mr. Trump from TER Holdings. Accordingly, at the time of Mr. Trump's abandonment, the Debtors reserved all rights and remedies against Mr. Trump with respect thereto. Since the time that Mr. Trump notified TER that he was abandoning his partnership interest, the Debtors have stated that they have determined that such action will have no material effect on the Debtors, financial or otherwise. The Plan Proponents reserve any and all claims in connection with the foregoing.

6. Examiner.

On August 11, 2009, the Ad Hoc Committee filed a Motion to Appoint an Examiner Pursuant to Section 1104(c) of the Bankruptcy Code. On September 15, 2009, the Bankruptcy Court entered an order (the "***Examiner Order***") approving the motion and directing the Examiner to "(a) investigate the negotiating process on the selection of the Beal/Trump plan, the considerations of the Debtors in terms of the desirability of that plan over the Ad Hoc

Committee's plan, how that process went forward and the role of Mr. Trump in that context; and (b) otherwise perform, to the extent further directed by the Court upon notice and a hearing, such other duties as set forth in 11 U.S.C. § 1106(a)(3) and 11 U.S.C. § 1106(a)(4) of the Bankruptcy Code." In addition, the Bankruptcy Court ordered that the examiner shall, within ten (10) business days after entry of the Examiner Order, propose a work plan and provide his or her estimated costs to complete the investigation. On September 21, 2009, Michael St. Patrick Baxter, Esq. was appointed as the examiner.

D. Information Regarding Plan Proponents

The Plan Proponents intend to operate the business in a manner consistent with their goals of maximizing profitability and stability post emergence. The Plan Proponents' current intention is to examine each of the casinos and other aspects of the business post-emergence to determine the most beneficial ways to improve results of operations. This examination is expected to include an analysis of the approximately $50-$70 million of deferred capital expenditures included in the Debtors' financial projections. Under the Plan, the Debtors will have no funded debt obligations at emergence. Without the burden of debt service, the Plan Proponents expect that the Debtors will have greater flexibility in the use of cash for working capital purposes and capital expenditures. The Plan Proponents currently have no plans to borrow or re-leverage the business to pay dividends to equity holders or to repurchase shares but will consider incurring indebtedness for other purposes including investing in the business operations. The Plan Proponents intend to be opportunistic in the gaming industry post emergence. For example, depending on the business environment, the Plan Proponents may consider selling the entire business or assets of the business or acquiring other businesses or assets including operations in which the Plan Proponents have an investment.

1. Beal Bank.

(a) Beal Bank (f/k/a Beal Bank, S.S.B.) ("***BBT***").

BBT is a federal-chartered savings association, regulated by the Office of Thrift Supervision ("***OTS***"). BBT was an original lender under the First Lien Credit Agreement. However, on December 10, 2009, BBT sold all of its interest in the First Lien Lender Claims to Icahn Partners, and therefore will have no equity participation in the Reorganized Debtors in connection with the Plan. Thus, while BBT remains the Administrative Agent and the Collateral Agent under the First Lien Credit Agreement, the Plan Proponents believe that, at this point, OTS regulations with respect to BBT will not prevent execution of any transactions contemplated in the Plan. BBT is not a Texas state-chartered institution, and therefore Texas state banking laws are not applicable to BBT.

(b) Beal Bank Nevada ("***BBN***").

BBN is a Nevada state-chartered thrift company, regulated by the Nevada Commissioner of Financial Institutions (the "***Nevada Commissioner***") and by the Federal Deposit Insurance Corporation (the "***FDIC***"). The Plan Proponents believe that Beal Bank Nevada's proposed equity interest as outlined in the Plan would constitute a permissible exercise by BBN of its powers to obtain and manage assets in satisfaction of a debt previously contracted ("***DPC***"), for the following reasons.

The FDIC regulations governing the activities of insured state banks or of their subsidiaries (the "***Relevant FDIC Regulations***") provide that equity investments acquired by an

insured state bank in connection with DPC are not covered by certain restrictions that may otherwise apply, provided that the insured state bank does not hold the equity investments for speculation and takes only such actions as would be permissible for a national bank's DPC. Accordingly, the Plan Proponents believe that prior FDIC approval is inapplicable to the acquisition of the equity stake in NewCo by BBN under the Plan, provided that the activities of NewCo are limited to the acquisition, holding, management and disposition of DPC property in a manner permissible for a national bank. The Plan Proponents intend that such will be the case if BBN ultimately holds New Common Stock issued by NewCo in connection with the Plan.

The Relevant FDIC Regulations also provide that the bank must dispose of the equity investments within the shorter of the period set by Federal law for national banks or the period allowed under applicable state law. National banks and their operating subsidiaries may hold and manage DPC assets, including real estate, securities and other property, for a period of five years, extendable to ten years. BBN has received the approval of the Nevada Commissioner to exercise any authority and perform all acts that a national bank may exercise or perform. Thus, the Plan Proponents believe that this should mean that BBN, in exercising the DPC authority that a national bank may exercise, would be subject to the DPC holding period applicable to national banks rather than holding period that is otherwise provided for under applicable Nevada law.

The Plan Proponents believe that the Debtors' operation of gaming casinos does not affect the ability of BBN to utilize its DPC authority to take an equity stake in NewCo under the Plan. DPC authority permits a bank to acquire stock or other property that would otherwise be impermissible for the bank, and the particular business activities conducted by the company whose stock is held under that authority are not attributed to the bank for purposes of the laws and regulations governing bank powers and activities, provided that the bank divests ownership of the stock within the DPC holding period.

BBN has communicated with the FDIC and the Nevada Commissioner regarding the Plan, and no objections, formal or informal, with regard to BBN's participation in the Plan have been received. BBN intends to update the FDIC and the Nevada Commissioner with regard to the details of the Plan. There can be no assurances that the FDIC and/or the Nevada Commissioner will not object to the Plan.

2. Carl Icahn and the Icahn Partners.

(a) General Experience.

Mr. Carl C. Icahn has served as chairman of the board and a director of Starfire Holding Corporation ("***Starfire***"), a privately-held holding company, and chairman of the board and a director of various subsidiaries of Starfire, since 1984. Since August 2007, through his position as Chief Executive Officer of Icahn Capital LP, a wholly-owned subsidiary of Icahn Enterprises L.P. ("***Icahn Enterprises***"), and certain related entities, Mr. Carl Icahn's principal occupation is managing private investment funds, including Icahn Partners LP, Icahn Partners Master Fund LP, Icahn Partners Master Fund II LP, and Icahn Partners Master Fund III LP.

Prior to August 2007, Mr. Carl Icahn conducted this occupation through his entities CCI Onshore Corp. and CCI Offshore Corp., since September 2004. Since November 1990, Mr. Carl Icahn has been chairman of the board of Icahn Enterprises G.P. Inc., the general partner of Icahn Enterprises. Icahn Enterprises is a diversified holding company engaged in a variety of businesses, including investment management, metals, real estate, and home fashion.

Mr. Carl Icahn was chairman of the board and president of Icahn & Co., Inc., a registered broker-dealer and a member of the National Association of Securities Dealers, from 1968 to 2005.

Mr. Icahn has served as chairman of the board and as a director of American Railcar Industries, Inc. since 1994. Mr. Carl Icahn has been chairman of the board and a director of XO Holdings, Inc., a telecommunications services provider, since February 2006, and of its predecessor from January 2003 to February 2006. Mr. Carl Icahn has served as a Director of Cadus Corporation, a company engaged in the ownership and licensing of yeast-based drug discovery technologies since July 1993. In May 2005, Mr. Carl Icahn became a director of Blockbuster Inc., a provider of in-home movie rental and game entertainment. From September 2006 through November 2008, Mr. Icahn was a director of ImClone Systems Incorporated ("***ImClone***"), a biopharmaceutical company, and from October 2006 through November 2008, he was the chairman of the board of ImClone. In August 2007, Mr. Carl Icahn became a director of WCI Communities, Inc. ("***WCI***"), a homebuilding company, and since September 2007, has been the chairman of the board of WCI. In December 2007, Mr. Carl Icahn became a director of Federal-Mogul Corporation ("***Federal-Mogul***"), a supplier of automotive products, and since January 2008, has been the chairman of the board of Federal-Mogul. From August 2008 to October 2009, Mr. Icahn was a director of Yahoo! Inc., a company that provides internet services to users, advertisers, publishers and developers worldwide. Mr. Carl Icahn received his B.A. from Princeton University.

Mr. Icahn and his affiliates have experience in investing in distressed and undervalued businesses. They invest across a variety of industries and types of securities including long and short equities, long and short bonds, bank debt (including DIP loans) and other corporate obligations, risk arbitrage and capital structure arbitrage and other "special situations." Mr. Icahn and his affiliates have engaged in numerous investments both in and out of bankruptcy over the years.

(b) Experience in the Gaming Industry.

Mr. Icahn and his affiliates have made several investments in entities involved in the gaming industry including the following:

The Sands, Atlantic City. An affiliate of Mr. Icahn owned an interest in Atlantic Coast Holdings, Inc., which was the owner and operator of The Sands casino in Atlantic City ("***The Sands***") beginning in 2000. On November 17, 2006, an affiliated subsidiary, which owned The Sands, and certain other entities owned by or affiliated with Mr. Icahn or his affiliates, completed the sale to Pinnacle Entertainment, Inc. of the outstanding membership interests in the owner of The Sands and 100% of the equity interests in certain entities that owned parcels of real estate adjacent to The Sands, including 7.7 acres of land adjacent to The Sands known as the Traymore site. The aggregate price was approximately $274.8 million, resulting in a gain to affiliates of Mr. Icahn of approximately $55.1 million before taxes.

Stratosphere and Related Entities An affiliate of Mr. Icahn owned and operated the Stratosphere Hotel and Casino in Las Vegas, NV, the Aquarius Casino Resort in Laughlin, NV, and two Arizona Charlie's Casinos in the Las Vegas, NV area (together, the "***Nevada Casinos***"). Mr. Icahn purchased several of the properties out of bankruptcies and successfully expanded and restructured their operation between 1998 and 2008. On April 22, 2007, an affiliate of Mr. Icahn, entered into a Membership Interest Purchase Agreement with W2007/ACEP Holdings, LLC, an affiliate of Whitehall Street Real Estate Funds, a series of real estate investment funds affiliated with Goldman, Sachs & Co., to sell all of the issued and outstanding membership interests in the

Nevada Casinos. On February 20, 2008, the sale was completed for approximately $1.2 billion, resulting in a gain to affiliates of Mr. Icahn of approximately $700 million, before taxes.

Fontainebleau. On November 23, 2009, Icahn Nevada Gaming Acquisition, LLC, an affiliate of Mr. Icahn, entered into an agreement to provide debtor in possession financing, and to become a stalking horse bidder for the assets of Fontainebleau Las Vegas Holdings, LLC ("***Fontainebleau***"). The Fontainebleau is a partially constructed hotel and casino on Las Vegas Blvd, in Las Vegas, NV. The auction for Fontainebleau is currently scheduled for January 27, 2010 and if there are no higher bids, Icahn Nevada Gaming Acquisition, LLC will take ownership of, and may develop and eventually operate the hotel and casino.

Tropicana. Affiliates of Mr. Icahn are currently owners of bank debt issued by Tropicana Entertainment and when Tropicana Entertainment emerges from bankruptcy, such affiliates will be the largest shareholders of Reorganized Tropicana, with approximately 47% of the equity securities in Reorganized Tropicana.

Harrah's. Icahn Partners owns certain debt instruments of Harrah's.

Management. Mr. Icahn was a member of the board of directors of the entities operating and/or of the entities controlling, the Sands and the Nevada Casinos referred to above. It is anticipated that Mr. Icahn will be a member of the board of directors of Tropicana.

Other than the Icahn Partners' interests disclosed above and in Section III.B, the Plan Proponents do not believe that any conflict of interest exists with their roles as Plan Proponents.

(c) Holdings Related To Casino Hotel Operations In Atlantic City.

The following represents information that, to the best of Icahn Partners' knowledge, following due and reasonable inquiry, is accurate regarding its (and its affiliates) holdings of equity securities, debt securities and bank debt obligations (as of December 28, 2009) of casino hotel operations located in Atlantic City, New Jersey (other than the Debtors).

1. Tropicana Atlantic City. Upon the effective date of the Tropicana Entertainment plan of reorganization and the reorganization of Adamar of New Jersey, Inc. in accordance with Section 368(a)(1)(G) of the Internal Revenue Code of 1986, as amended, Icahn Partners, which presently owns approximately 47% of the debt securities issued in connection with the January 3, 2007 Tropicana Entertainment credit agreement, will own approximately 47% of the equity securities issued by Reorganized Tropicana. Additionally, Icahn Agency Services LLC will be the Administrative Agent and Collateral Agent and Icahn Agency Services LLC will be the Sole Bookrunner and Sole Lead Arranger in connection with a $150 million Credit Agreement among Reorganized Tropicana and various lenders party thereto, including Icahn Partners and affiliates who will hold approximately $88 million in principal amount of the indebtedness to be outstanding under this credit agreement.

2. Resorts Atlantic City. Resorts Atlantic City is owned by RAC Atlantic City Holdings, LLC ("RAC"). RAC is owned by the CSMC Commercial Mortgage Trust 2007–TFL2 (the "Securitization Trust"). Wells Fargo Bank, N.A. ("Wells Fargo") is the trustee in connection with the Securitization Trust. The Securitization Trust is subject to a Pooling and Servicing Agreement dated as of July 9, 2007 (the "PSA"). KeyCorp Real Estate Capital Markets, Inc. ("KRECM") is the Master Servicer of the Resorts Atlantic City Whole Loan (the "Loan") under the PSA. Pursuant to an Assignment, Assumption and Reorganization Agreement dated

November 20, 2008, TriMont Real Estate Advisors, Inc. replaced KRECM as Special Servicer of the Loan. Icahn Partners and affiliates hold no equity securities, debt securities or bank debt obligations in connection with RAC.

3. Atlantic City Hilton. RIH Acquisitions NJ, LLC ("RANJ") owns the Atlantic City Hilton Hotel and Casino. The sole member of RANJ is Resorts International Holdings, LLC ("RIHL"). The sole member of RIHL is RIH Casino Resorts, LLC ("RCR"). The sole member of RCR is RIH Resorts, LLC ("RRL"). RRL has two classes of membership units, Class A and Class B. The Class A membership units are owned by RIH Voteco, LLC and RIH Coinvestment Voteco, LLC. The Class B membership units are owned by Colony RIH Holdings, LLC ("CRHL") and RIH Co-Investment Partners, L.P. CRHL has two members, Colony Investors VI, L.P. and Colony Investors VII, L.P. RANJ is a party to a $960 million credit agreement with JPMorgan Chase Bank, N.A. ("Chase"). The Chase credit agreement affords Chase the opportunity to assign interests in the loan, to grant participations in the loan and to issue, through affiliates or otherwise, commercial mortgage backed securities. Chase has entered into a Participation Agreement by and among Chase, German American Capital Corporation ("German American") and Goldman Sachs Mortgage Company ("Goldman Sachs"). Chase, German American and Goldman Sachs have granted additional participations in connection with the Chase credit agreement. By way of the J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-FL1 (the "Chase Securitization Trust") and pursuant to an August 1, 2007 Pooling and Servicing Agreement (the "Chase PSA"), Chase, through its wholly owned subsidiary, J.P. Morgan Chase Commercial Mortgage Securities Corp., issued commercial mortgage backed securities. Wells Fargo is the trustee in connection with the Chase Securitization Trust. In connection with the Chase PSA, Wachovia Bank National Association and Capmark Finance, Inc. are the Servicers and Capmark Finance Inc. is the Special Servicer of the Chase Securitization Trust. Icahn Partners and affiliates hold no equity securities, debt securities or bank debt obligations in connection with RANJ.

4. Harrah's. Harrah's is the parent holding company of several New Jersey casino licensees consisting of Marina Associates trading as Harrah's Marina Hotel and Casino, Atlantic City Showboat, Inc., which owns and operates the Showboat Atlantic City Hotel & Casino, Bally's Park Place, Inc., which owns and operates Bally's Atlantic City Hotel & Casino and the Claridge Casino Hotel, and Boardwalk Regency Corporation, which owns and operates Caesars Atlantic City Hotel & Casino. On January 28, 2008, Harrah's was acquired by affiliates of Apollo Global Management, LLC ("Apollo") and TPG Capital, LP ("TPG"). Harrah's currently has both voting and non-voting common stock. 100% of the issued and outstanding voting shares are owned by Hamlet Holdings, LLC, whose sole members are David Bonderman, Jonathan Coslet, James Coulter, who are principals of TPG, and Leon Black, Joshua Harris and Marc Rowan, who are principals of Apollo. Harrah's non-voting common stock is held primarily by the following entities: TPG Hamlet Holdings, LLC, TPG Hamlet Holdings B, LLC, Apollo Hamlet Holdings, LLC, Apollo Hamlet Holdings B, LLC. There is also a non-economic ownership, non-voting ownership interest in Harrah's held by Co-Invest Hamlet Holdings Series, LLC and Co-Invest Hamlet Holdings B, LLC. Icahn Partners and affiliates do not hold any equity securities in connection with the ownership of Harrah's.

A substantial portion of the financing of the TPG/Apollo acquisition is comprised of bank and bond financing, consisting of credit facilities and secured debt, subsidiary-guaranteed debt, unsecured senior debt, unsecured senior subordinated notes, other unsecured borrowings and capitalized lease obligations. Icahn Partners and affiliates own $25 million in principal amount of term loans outstanding under a Harrah's Credit Agreement dated as of January 28, 2008, as amended. Icahn Partners and affiliates have also entered into transactions which provide

them with long economic exposure to approximately $372 million in principal amount of revolving and term loans outstanding under the Harrah's Credit Agreement dated as of January 28, 2008, as amended. It is possible that such transactions could result in Icahn Partners and affiliates obtaining direct ownership of such revolving and term loans.

5. Borgata Hotel Casino and Spa. The Borgata Hotel Casino and Spa in Atlantic City (the "Borgata") is owned by Marina District Development Company, LLC ("MDDC"). The sole member of MDDC is Marina District Development Holding Co., LLC ("MDDHC"). MDDHC has two members, MAC, CORP. ("MAC") and Boyd Atlantic City, Inc. ("BAC"). MAC is wholly owned by Mirage Resorts, Inc. ("MRI"). MRI is wholly owned by MGM MIRAGE ("MGM"), which is a publicly traded company. BAC is wholly owned by Boyd Gaming Corporation ("Boyd"), which is also a publicly traded company. Icahn Partners and affiliates do not hold any equity securities in connection with the ownership of Borgata.

Boyd is a party to an Amended and Restated Credit Agreement, dated May 24, 2007, among itself as borrower, certain financial institutions, Bank of America, N.A. as administrative agent and letter of credit issuer, Wells Fargo as syndication agent and swing line lender, and Citibank, N.A., Deutsche Bank Securities Inc., Chase, Merrill Lynch Bank USA and Wachovia Bank, National Association, as co-documentation agents, for a revolving credit facility. As of September 30, 2009, Boyd has also issued Senior Subordinated Notes as follows: 7.75% due 2012, 6.75% due 2014, and 7.125% notes due 2016. Icahn Partners and affiliates hold no debt securities or bank debt obligations in connection with Boyd. As of September 30, 2009, MGM has issued Senior Notes as follows: 6.0% and 6.5% due 2009, 8.5% due 2010, 6.375% due 2011, 6.75% due 2012, 6.75% due 2013, 5.875% due 2014, 6.625% due 2015, 6.875% due 2016, 7.5% due 2016, 7.625% due 2017, and 11.375% due 2018. MGM has issued Senior Subordinated Notes as follows: 9.375% due 2010 and 8.375% due 2011. MGM has issued Senior Secured Notes as follows: 13% due 2013, 10.375% due 2014, and 11.125% due 2017. MGM has also issued Debentures as follows: 7.625% Senior Subordinated Debentures due 2013, Floating Rate Convertible Senior Debentures due 2033, 7% Debentures due 2033, and 6.7% Debentures due 2096. MGM is also a party to a Loan Agreement, as has been amended and restated from time to time, initially by and among itself, Bank of America, N.A. as Administrative Agent, Royal Bank of Scotland PLC as Syndication Agent, Banc of America Securities LLC and Royal Bank of Scotland LLC as Joint Lead Arrangers, and Bank of America Securities LLC, Royal Bank of Scotland PLC, J.P. Morgan Securities, Inc., Citibank North America, Inc., and Deutsche Bank Securities, Inc., as Joint Book Managers. Icahn Partners and affiliates hold no debt securities or bank debt obligations in connection with MGM.

Percentages are approximate as of December 23, 2009	**Tropicana Entertainment, LLC (Tropicana Atlantic City)**	**RAC Atlantic City Holdings, LLC (Resorts Atlantic City)**	**RIH Acquisitions NJ, LLC (Atlantic City Hilton)**	**Harrah's Entertainment, Inc. (Harrah's Resort, Showboat, Bally's Atlantic City, Caesars Atlantic City)**	**MDDC, LLC (MGM MIRAGE/Boyd Gaming)(Borgata Hotel Casino and Spa)**
Aggregate Equity Interests of Plan Proponents as	Approximately 47% of the equity securities of Reorganized Tropicana upon	N/A	N/A	N/A	N/A

a Percentage of Total Outstanding Equity	the effective date of the Tropicana Entertainment Plan of Reorganization.				
Aggregate Debt Security Holdings and Bank Debt Obligations of Plan Proponents as a Percentage of Total Outstanding Long Term Debt	$150 million credit facility with Reorganized Tropicana, which will be 100% of the long term debt of Reorganized Tropicana and Icahn Partners and affiliates will hold approximately $88 million (or approximately 59%) in principal amount of the indebtedness to be outstanding under this credit facility.	N/A	N/A	$25 million in principal amount of term loans outstanding under Harrah's Credit Agreement dated as of January 28, 2008, as amended. Transactions which provide long economic exposure to approximately $372 million in principal amount of revolving and term loans outstanding under the Harrah's Credit Agreement dated as of January 28, 2008, as amended. In the aggregate, Icahn Partners and affiliates hold less than 2% of Harrah's total outstanding long term debt.	N/A

Based upon past precedent established by the NJCCC in connection with a number of decisions which have considered the issue of economic concentration in the Atlantic City gaming market and based upon the structure and ownership of a number of different entities involved in the gaming industry including entities who have operated and are operating in the Atlantic City gaming market, the Plan Proponents do not believe that any conflict of interest exists with their role as a Plan proponent.

E. Transactions Involving First Lien Lenders

(a) Put/Call Agreement. To effectuate the terms of the Put/Call Agreement and in order to facilitate the implementation of the Plan:

1. unless the context otherwise requires, any reference to Beal Bank in the Plan or any related documents or agreements, including but not limited to the Backstop Agreement (the "***Plan Documents***"), shall be deemed to refer to:

a. Beal Bank and the Icahn Partners, in accordance with their *pro rata* share of the First Lien Lender Claims, until and unless the Put Option or Call Option has been exercised; and

b. the Icahn Partners, upon the exercise of the Put Option or Call Option;

2. until and unless the Put Option or Call Option has been exercised, the Icahn Partners shall be entitled to 51% of all of the rights, powers, privileges and payments afforded Beal Bank under the Plan and all Plan Documents, provided, however, that the Icahn Partners shall be entitled to 100% of approval and consent rights afforded Beal under the Plan and all Plan Documents as described in subsection 4 below;

3. upon the exercise of the Put Option or Call Option, the Icahn Partners shall be entitled to 100% of all of the rights, powers, privileges and payments afforded Beal Bank under the Plan and all Plan Documents;

4. whether or not the Put Option or Call Option has been exercised, subject to certain limited exceptions set forth in the Put/Call Agreement and the Credit Agreement, consent and approval rights provided to Beal Bank under the Plan or any Plan Documents shall inure to the benefit of the Icahn Partners, and Icahn Partners shall be substituted for Beal Bank in any and every instance in which the Plan or any Plan Document provides for or requires the consent or approval of Beal Bank;

5. notwithstanding anything herein or elsewhere to the contrary and whether or not the Put Option or Call Option has been exercised:

a. any release, indemnification, exculpation or similar provisions in the Plan and all Plan Documents (collectively, the "***Protective Provisions***") shall, to the same extent any such Protective Provisions inure to the benefit of, provide rights or otherwise apply to Beal Bank or any of its affiliates, direct or indirect subsidiaries, predecessors, successors, assigns, designees, current and former officers and directors, members, employees, agents, representatives, accountants, financial advisors, professionals and attorneys and all of their predecessors, successors and assigns (collectively, the "***Beal Covered Parties***"), without limiting the application of such Protective Provisions to the Beal Covered Parties, apply with equal force and effect to the Icahn Covered Parties (as defined below), and the Plan and all Plan Documents shall be deemed to include Protective Provisions for the benefit of the Icahn Covered Parties in any and every instance in which the Plan or any Plan Document provides Protective Provisions for the benefit of any of the Beal Covered Parties;

b. for the purposes of the Plan and all Plan Documents, "***Icahn Covered Parties***" means the Icahn Partners, together with Carl Icahn and his direct and indirect affiliates, and any of their respective direct or indirect subsidiaries, predecessors, successors, assigns, designees, current and former general or limited partners, officers and directors, members, employees, agents, representatives, accountants, financial advisors, professionals and attorneys and all of their predecessors, successors and assigns; and

6. for the avoidance of doubt:

a. any reference to "successors" or "assigns" of Beal Bank in the Plan and any Plan Documents shall be deemed to include the Icahn Partners and its successors and assigns; and

b. definitions in the Plan and Plan Documents shall be deemed amended to the extent necessary to reflect the provisions detailed above.

The Icahn Partners shall be considered to be a joint plan proponent and/or plan proponent, as appropriate.

(b) Debtor in Possession Loan. On the Confirmation Date, Icahn Partners shall make the Icahn DIP Loan. On the Effective Date, (i) if the Rights Offering is not consummated, the Icahn DIP Loan shall be converted into New Common Stock and (ii) if the Rights Offering is consummated, $45,000,000 of the Rights Offering Proceeds shall be applied to repay in full the Icahn DIP Loan.

(c) Icahn Equity Contribution. If the Rights Offering is not consummated, Icahn Partners shall make the Icahn Equity Contribution on the Effective Date.

(d) Penalty Payment. On the Confirmation Date, Icahn Partners shall deposit the Icahn Penalty Payment in an escrow account with a third party that is mutually acceptable to Icahn Partners and the Debtors. If the Effective Date does not occur on or before the date that is 270 days following the Confirmation Date (the "***Forfeiture Date***"), for the sole reason that one or more regulatory approvals necessary for the Effective Date to occur have not been obtained, the Icahn Penalty Payment shall be irrevocably forfeited to the Debtors on the Forfeiture Date. If (a) the Effective Date occurs on or before the Forfeiture Date or (b) the Effective Date does not occur on or before the Forfeiture Date because any condition to the Effective Date other than obtaining necessary regulatory approvals has not been satisfied or waived by Icahn Partners on or before the Forfeiture Date, the Icahn Penalty Payment shall be returned to Icahn Partners on the earlier of the Forfeiture Date and the Effective Date. Notwithstanding the foregoing, if Icahn Partners closes the transactions under this Plan following the Forfeiture Date, the Icahn Penalty Payment shall be returned to Icahn Partners on the Effective Date.

VII.

Governance

A. Current Board of Directors, Management and Executive Compensation

For information about TER's current board of directors, management and executive compensation policies reference is made to the 2008 Form 10-K attached hereto as Exhibit H.

B. NewCo

(a) Formation and Name.

On the Effective Date or as soon thereafter as is practicable, the Reorganized Debtors may change their name(s) to such name(s) that may be determined in accordance with applicable law.

(b) Board of Directors of NewCo.

The board of directors of NewCo shall be comprised of seven (7) members. The board of directors shall include (i) two (2) directors selected by the holders of a majority of the Subscribed Shares if 90% or more of the Rights Offering Stock is subscribed for, or (ii) one (1) director appointed by the holders of a majority of the Subscribed Shares if more than half of the Rights Offering Stock, but less than 90%, is subscribed for. The remaining directors, in its entirety, shall be selected by the First Lien Lenders or their designee. The appointment of individuals to the board of directors and such individuals' ability to serve as directors and perform the duties of directors on the Effective Date shall, as of the Effective Date, (i) comply with the applicable regulatory requirements and (ii) have been approved, qualified, licensed, found suitable or otherwise permitted to serve in such capacity, as applicable, by all applicable gaming authorities. To the extent that any holder of Subscribed Shares may have nomination rights as described above, such holder may need to be found qualified in accordance with applicable gaming laws and regulations in order to exercise such nomination rights.

(c) Officers of NewCo.

The officers of TER immediately prior to the Effective Date will serve as the officers of NewCo on the Effective Date; provided, however, that any officer of TER appointed after the Plan Filing Date is subject to the approval of the First Lien Lenders. On and after the Effective Date, the officers of NewCo will be determined by NewCo's board of directors, provided that the following officers and employees of TER will be offered one year severance arrangements: Don Browne, John Burke, Mark Juliano, Rosalind Krause, Chris Latil, Loretta Pickus, Robert Pickus, James Rigot, Mark Sachais, and Franco Pilli.. Such agreements shall not contain change of control provisions or equity participation but shall contain a severance benefit equal to one year's salary triggered upon a termination by the employer without cause.

C. Continued Corporate Existence

Except as provided in the Plan, each Debtor will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate corporation, partnership or limited liability company, with all of the powers of such entity under applicable law and without prejudice to any

right to alter or terminate such existence (whether by merger, dissolution or otherwise) under applicable state law. Except as provided in the Plan, as of the Effective Date and in accordance with section 5.4 of the Plan, all property of the estate of a Debtor, and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest in such Reorganized Debtor, free and clear of all claims, liens, charges, other encumbrances and interests. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property and compromise or settle any claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order. On the Effective Date all mortgages, deeds of trust, liens, pledges, or other security interests against any property of the Debtors or their estates shall be fully released, terminated and discharged without further notice or action by the Debtors, Reorganized Debtors, holders of any such mortgages, deeds of trust, liens, pledges, or other security interests against any property of the Debtors or their estates, the Bankruptcy Court or any applicable federal, state or local governmental agency or department. Without limiting the foregoing, each Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for professional fees and expenses, disbursements, expenses or related support services (including fees relating to the preparation of professional fee applications) without application to, or approval of, the Bankruptcy Court.

The Plan may result in substantially all of the respective assets, properties, rights, liabilities, duties, and obligations of certain of the Reorganized Debtors vesting in one or more surviving, resulting, or acquiring corporations, partnerships or limited liability companies. In each case in which the surviving, resulting, or acquiring corporation, partnership or limited liability company in any such transaction is a successor to a Reorganized Debtor, such surviving, resulting or acquiring corporation, partnership or limited liability company will perform the obligations of the applicable Reorganized Debtor pursuant to the Plan, including among other things, to pay or otherwise satisfy the allowed claims against such Reorganized Debtor, except as provided in any contract, instrument, or other agreement or document effecting a disposition to such surviving, resulting, or acquiring corporation, partnership or limited liability company, which may provide that another entity will perform such obligations.

D. A Single Holder or Group of Holders May Control the Reorganized Debtors

Consummation of the Plan may result in a single holder or a group of affiliated holders owning a significant percentage of the shares of the outstanding Membership Interests of Reorganized TER Holdings. This holder or group of holders may, among other things, exercise a controlling influence over the business and affairs of the Reorganized Debtors and have the power to elect directors and approve significant mergers, other material corporate transactions, or the sale of all or substantially all of the assets of the Reorganized Debtors.

VIII.

Other Aspects of the Plan

A. Plan Supplement

The Plan Supplement will be filed with the Bankruptcy Court by no later than ten calendar days prior to the deadline set to file objections to confirmation of the Plan. All contents of the Plan Supplement are required to be in form and substance acceptable to the Agents and Beal Bank. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Documents to be

included in the Plan Supplement will be posted at www.terrecap.com as they become available, but no later than 10 calendar days prior to the deadline set to file objections to confirmation of the Plan.

B. Distributions

1. *Timing and Conditions of Distributions.*

(a) Distribution Record Date.

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of claims or equity interests as maintained by the Debtors, or their respective agents, shall be deemed closed, and there shall be no further changes in the record holders of any of the claims or equity interests. The Debtors or the Reorganized Debtors shall have no obligation to recognize any transfer of the claims or equity interests occurring on or after the Distribution Record Date.

(b) Postpetition Interest on Claims.

Except as required by applicable bankruptcy law, postpetition interest will not accrue on or after the Commencement Date on account of any claim.

(c) Date of Distributions.

Unless otherwise provided in the Plan, any distributions and deliveries to be made pursuant to the Plan will be made on the Effective Date unless another date is provided for Section 5.4 of the Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but will be deemed to have been completed as of the required date.

(d) Disbursing Agent.

All distributions under the Plan shall be made by Reorganized TER Holdings (or such other entity designated by Reorganized TER Holdings), as Disbursing Agent, on or after the Effective Date or as otherwise provided in the Plan. A Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court, and, in the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by Reorganized TER.

(e) Powers of Disbursing Agent.

The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary or desirable to perform its duties hereunder, (ii) make all distributions contemplated hereby, and (iii) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan of Reorganization.

(f) Surrender of Instruments.

As a condition to receiving any distribution under the Plan of Reorganization, each holder of a certificated instrument or note must surrender such instrument or note held by it to the Disbursing Agent or its designee. Any holder of such instrument or note that fails to (i) surrender such instrument or note, or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Disbursing Agent and furnish a bond in form, substance, and amount reasonably satisfactory to the Disbursing Agent before the first anniversary of the Effective Date shall be deemed to have forfeited all rights and claims and may not participate in any distribution hereunder. Any distribution so forfeited shall become property of the Reorganized Debtors.

(g) Delivery of Distributions.

Subject to Bankruptcy Rule 9010, all distributions to any holder of an allowed claim shall be made to a Disbursing Agent, who shall transmit such distribution to the applicable holders of allowed claims in accordance with Section 5.4 of the Plan. In the event that any distribution to any holder is returned as undeliverable, the Disbursing Agent shall use reasonable efforts to determine the current address of such holder, but no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the Effective Date. After such date, all unclaimed property or interest in property shall revert to the Reorganized Debtors, and the claim of any other holder to such property or interest in property shall be discharged and forever barred.

(h) Manner of Payment Under the Plan.

At the option of the Debtors, any cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements.

(i) Allocations of Principal Between Principal and Interest.

To the extent that any allowed claim entitled to a distribution under the Plan of Reorganization is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the principal amount (as determined for federal income tax purposes) of the claim first, and then to accrued but unpaid interest.

(j) Setoffs.

The Debtors and the Reorganized Debtors may, but shall not be required to, set off against any claim (for purposes of determining the allowed amount of such claim on which distribution shall be made), any claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the holder of such claim, but neither the failure to do so nor the allowance of any claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claim the Debtors or the Reorganized Debtors may have against the holder of such claim; provided, however, that, subject to the Effective Date, the Debtors and the Reorganized Debtors shall not be permitted to setoff against any Allowed Claim held by (a) the First Lien Lenders or the distributions to be made pursuant to the Plan to the First Lien Lenders or (b) any of the Agents or any First Lien Lender.

(k) Distributions After the Effective Date.

Distributions made after the Effective Date to holders of Disputed claims that are not allowed claims as of the Effective Date but which later become allowed claims shall be deemed to have been made on the Effective Date unless or as otherwise provided in Section 5.4 of the Plan.

(l) Allocation of Distributions Between Principal and Interest.

To the extent that any allowed claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the principal amount (as determined for federal income tax purposes) of the claim first, and then to accrued but unpaid interest.

2. *Procedures for Treating Disputed Claims Under the Plan.*

(a) Disputed Claims.

A disputed claim is any claim that has not been allowed pursuant to the Plan or a final order of the Bankruptcy Court, and

i. if no proof of claim has been filed by the applicable deadline: (i) a claim that has been or hereafter is listed on the schedules as disputed, contingent or unliquidated; or (ii) a claim that has been or hereafter is listed on the schedules as other than disputed, contingent or unliquidated, but as to which the Debtors or Reorganized Debtors or any other party in interest has interposed an objection or request for estimation which has not been withdrawn or determined by a final order of the Bankruptcy Court; or

ii. if a proof of claim or request for payment of an Administrative Expense Claim has been filed by the applicable deadline: (i) a claim for which no corresponding claim has been or hereafter is listed on the schedules; (ii) a claim for which a corresponding claim has been or hereafter is listed on the schedules as other than disputed, contingent or unliquidated, but the nature or amount of the claim as asserted in the proof of claim varies from the nature and amount of such claim as listed on the schedules; (iii) a claim for which a corresponding claim has been or hereafter is listed on the schedules as disputed, contingent or unliquidated; or (iv) a claim for which a timely objection or request for estimation is interposed by the Debtors, the Reorganized Debtors or any other party in interest which has not been withdrawn or determined by a final order of the Bankruptcy Court.

(b) Distributions Relating to Disputed Claims.

At such time as a disputed claim becomes an allowed claim, the Disbursing Agent shall distribute to the holder of such claim, such holder's pro rata portion of the property distributable with respect to the Class in which such claim belongs. To the extent that all or a portion of a disputed claim is disallowed, the holder of such claim shall not receive any distribution on account of the portion of such claim that is disallowed and any property withheld pending the resolution of such claim shall be reallocated pro rata to the holders of allowed claims in the same class.

(c) Distributions after Allowance.

To the extent that a disputed claim becomes an allowed claim after the Effective Date, a distribution shall be made to the holder of such allowed claim in accordance with the

provisions of the Plan of Reorganization. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any disputed claim becomes a final order of the Bankruptcy Court, the Disbursing Agent shall provide to the holder of such claim, the distribution to which such holder is entitled hereunder. The Reorganized Debtors or Disbursing Agent, as applicable, may institute reasonable procedures to ensure that Holders of Disputed Claims that subsequently become Allowed Claims receive the distribution to which they are entitled under the Plan, including but not limited to the creation of appropriate reserves for Disputed Claims.

(d) Estimation of Claims.

The Reorganized Debtors may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or disputed claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor previously objected to such claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any claim at any time during litigation concerning any objection to any claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or disputed claim, the amount so estimated shall constitute either the allowed amount of such claim or a maximum limitation on such claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such claim, the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

(e) Objections to Claims.

The Reorganized Debtors shall be entitled to object to claims other than claims that are expressly allowed pursuant to the Plan or allowed by a final order subsequent to the Effective Date. Any objections to claims shall be served and filed on or before the later of (i) one hundred twenty (120) days after the Effective Date and (ii) such date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (i) above.

(f) Payments and Distributions with Respect to Disputed Claims.

Notwithstanding any other provision hereof, if any portion of a claim is a disputed claim, no payment or distribution provided hereunder shall be made on account of such claim unless and until such disputed claim becomes an allowed claim.

(g) Preservation of Rights to Settle Claims.

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all claims, rights, causes of action, suits, and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their estates may hold against any person or entity without the approval of the Bankruptcy Court, subject to the terms of the Plan, the Confirmation Order and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. The Reorganized Debtors or their successor(s) may pursue such retained claims, rights, or causes of action, suits, or proceedings, as appropriate, in accordance with the best interests of the Reorganized Debtors or their successor(s) who hold such rights.

(h) Disallowed Claims.

All claims held by persons or entities against whom or which any Debtor or Reorganized Debtor has commenced a proceeding asserting a cause of action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Bankruptcy Code shall be deemed "disallowed" claims pursuant to section 502(d) of the Bankruptcy Code and holders of such claims shall not be entitled to vote to accept or reject the Plan of Reorganization. Claims that are deemed disallowed pursuant to this section shall continue to be disallowed for all purposes until the avoidance action against such party has been settled or resolved by final order of the Bankruptcy Court and any sums due to the Debtors or the Reorganized Debtors from such party have been paid.

C. Treatment of Executory Contracts and Unexpired Leases

1. *Contracts and Leases Not Expressly Rejected Are Assumed.*

As of, and subject to the occurrence of the Effective Date (except as set forth in Section 5.4 of the Plan (and then as of the time set forth therein)), and subject to Section 8.2 and Section 8.5 of the Plan, all executory contracts and unexpired leases (including, in each case, any related amendments, supplements, consents, estoppels, or ancillary agreements) to which any of the Debtors are parties are being assumed pursuant to the Plan, except for an executory contract or unexpired lease that (i) previously has been assumed or rejected pursuant to Final Order of the Bankruptcy Court, (ii) is specifically designated by Icahn Partners as a contract or lease to be rejected on the Schedule of Rejected Contracts attached to the Plan as Exhibit A, or (iii) is the subject of a separate (a) assumption motion filed by the Debtors, or (b) rejection motion filed by the Debtors under section 365 of the Bankruptcy Code prior to the Confirmation Date.

2. *Cure of Defaults.*

Except to the extent that different treatment has been agreed to by the nondebtor party or parties to any executory contract or unexpired lease to be assumed pursuant to section 8.1 of the Plan, the Debtors shall, pursuant to the provisions of sections 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and consistent with the requirements of section 365 of the Bankruptcy Code, within twenty (20) days prior to the commencement of the confirmation hearing, file and serve a schedule with the Bankruptcy Court listing the cure amounts of all executory contracts or unexpired leases to be assumed. Any party that fails to object to the applicable cure amount shall be forever barred, estopped and enjoined from disputing the cure amount and/or from asserting any Claim against the applicable Debtor or Reorganized Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth in the schedule of cure amounts. If there are any objections filed, the cure payments, if any, required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a final order of the Bankruptcy Court resolving such dispute. The Debtors shall retain their right to reject any of their executory contracts or unexpired leases that are subject to a dispute, including contracts or leases that are subject to a dispute concerning amounts necessary to cure any defaults, until the entry of a final order resolving such dispute is entered by the Bankruptcy Court.

3. *Rejection Claims.*

In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan of Reorganization results in damages to the other party or parties to such contract or lease, a claim for such damages, if not heretofore evidenced by a timely filed proof of claim, shall be forever barred and shall not be enforceable against the

Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors, or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is thirty (30) days after the Confirmation Date or such later rejection date that occurs as a result of a dispute concerning amounts necessary to cure any defaults.

4. *Assignment.*

Any executory contract or unexpired lease so assumed or and assigned shall remain in full force and effect for the benefit of the Reorganized Debtor or assignee in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type described in sections 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assumption, transfer or assignment. Any provision that prohibits, restricts, or conditions the assignment or transfer of any such executory contract or unexpired lease or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment constitutes an unenforceable anti-assignment provision and is void and of no force or effect.

5. *Non-Survival of the Debtors' Indemnification Claims.*

As of the Effective Date of the Plan, all present and future obligations of the Debtors pursuant to their corporate charters and bylaws or other organizational documents, or pursuant to any contracts or agreements, to indemnify current and former partners, current and former members, current and former officers, current and former directors, current and former employees, current and former agents, current and former representatives, current and former advisors, or current and former professionals of the Debtors with respect to all present and future actions, suits and proceedings against any of the Debtors and/or any such partners, members, directors, officers, employees, agents, representatives, advisors and/or professionals, shall be discharged by confirmation of the Plan.

The Debtors have stated that no officer or director has asserted any claims against the Debtors based upon indemnification rights they may have as officers or directors; however, according to the Debtors, Mr. Trump and Ivanka Trump have reserved their rights to assert such claims for indemnification if claims are asserted against them.

6. *Insurance Policies*

All insurance policies pursuant to which the Debtors have any obligations in effect as of the date of the Confirmation Order shall be deemed and treated as executory contracts pursuant to the Plan of Reorganization and shall be assumed by the respective Debtors and Reorganized Debtors and shall continue in full force and effect. All other insurance policies shall revest in the Reorganized Debtors.

7. *Casino Property Leases*

The Casino Property Leases (as defined in the Plan) shall be deemed and treated as executory contracts pursuant to the Plan and shall be assumed by the respective Debtors and Reorganized Debtors and shall continue in full force and effect.

8. *UNITE HERE Agreement*

Three of the Debtors: (i) Trump Marina Associates, LLC, d/b/a/ Trump Marina Hotel Casino; (ii) Trump Plaza Associates, LLC, d/b/a Trump Plaza Hotel and Casino; and (iii) Trump Taj Mahal Associates, LLC, d/b/a Trump Taj Mahal Casino Resort (collectively, the "***Casinos***") and UNITE HERE Local 54 are parties to a collective bargaining agreement (as may be from time to time amended, restated, or replaced the "UNITE HERE Agreement") which, pursuant to its terms, was set to expire on September 15, 2009. On September 11, 2009, the parties agreed to extend the terms of the agreement indefinitely. On or about November 11, 2009, the Debtors and UNITE HERE Local 54 reached agreement on the terms of a new collective bargaining agreement, which terms are set forth in a Memorandum of Understanding between UNITE HERE Local 54 and the Casinos (the "***Memorandum of Understanding***"). The Memorandum of Understanding has been ratified by the UNITE HERE Local 54 membership; however, the amended UNITE HERE Agreement has not yet been executed. The Memorandum of Understanding provides, among other things, that the UNITE HERE Agreement shall mature on September 14, 2011 but shall remain in full force and effect thereafter, unless either party serves sixty (60) days' written notice of its intention to terminate, modify, or amend the UNITE HERE Agreement. The Debtors have stated that, as of October 5, 2009, they have no intention of invoking any rights under section 1113 of the Bankruptcy Code with respect to the UNITE HERE Agreement prior to the Confirmation Hearing.

D. Effect of Confirmation

1. *Vesting of Assets.*

As of the Effective Date (except as set forth in Section 5.4 of the Plan (and then as of the time set forth therein)), pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' estates shall vest in the Reorganized Debtors free and clear of all Claims, liens, encumbrances, charges and other interests. The Reorganized Debtors may operate their businesses and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code, except as provided herein including, without limitation, Section 4.3 of the Plan. As of the Effective Date (except as set forth in Section 5.4 of the Plan (and then as of the time set forth therein)), all mortgages, deeds of trust, liens, pledges, or other security interests against any property of the Debtors or their estates shall be fully released, terminated and discharged without further notice or action by the Debtors, Reorganized Debtors, holders of any such mortgages, deeds of trust, liens, pledges, or other security interests against any property of the Debtors or their estates, the Bankruptcy Court or any applicable federal, state or local governmental agency or department.

2. *Discharge.*

Except as otherwise provided herein or contemplated hereby, the rights afforded herein and the payments and distributions to be made hereunder shall (i) discharge all existing debts and Claims, and (ii) terminate all Equity Interests of any kind, nature or description whatsoever against or in the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as otherwise provided herein or in the Confirmation Order, all persons or entities who have held, now hold, or may hold Claims against any of the Debtors or Equity Interests in the Debtors are permanently enjoined from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to such Claim against the Debtors or the Reorganized Debtors or Equity Interest in the Debtors,

(ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or the Reorganized Debtors, (iii) creating, perfecting or enforcing any encumbrance of any kind against the Debtors or the Reorganized Debtors or against the property or interests in property of the Debtors or the Reorganized Debtors, or (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or the Reorganized Debtors, with respect to such Claim against any of the Debtors or Equity Interest in the Debtors; provided, however, that for the avoidance of doubt and notwithstanding anything to the contrary in this Plan, the discharge of Claims and any other benefits provided by this Section 10.2 shall not inure to the benefit of, and shall not otherwise apply to, any of the Trump Parties. Such injunction shall extend to any successors of the Debtors and Reorganized Debtors and their respective properties and interest in properties.

3. ***Term of Injunctions or Stays.***

Unless otherwise provided, all injunctions or stays arising under or entered during the Reorganization Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

4. ***Exculpation.***

As of the Effective Date, the following parties, entities and individuals shall have no liability for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to the Reorganization Cases or formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the consummation of the Plan, the Disclosure Statement, Backstop Agreement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other pre-Effective Date act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors except for any express contractual or financial obligations owed to the Debtors, the Reorganized Debtors or the Non-Debtor Released Parties or any right or obligation arising under or that is part of the Plan or an agreement entered into pursuant to, in connection with or contemplated by, the Plan, including without limitation, the obligations under the Amended Organizational Documents, the Rights Offering and all ancillary and related documents thereto: (i) the Backstop Parties; (ii) Beal Bank, any of Beal Bank's affiliates, subsidiaries, designees or assigns, BNAC and the Agents and their respective members, agents, financial advisors, investment bankers, professionals, accountants and attorneys (including partners, owners and members thereof); and (iii) Icahn Partners, Carl C. Icahn, and each of their respective affiliates, and any of their respective direct or indirect subsidiaries, predecessors, successors, assigns, designees, current and former officers and directors, limited and general partners, members, employees, agents, representatives, accountants, financial advisors, professionals, and attorneys and all of their predecessors, successors and assigns; provided, however that in no case shall any party identified in clauses (i) through (iii) above include or be deemed to include any of the Trump Parties. Such parties, entities and individuals shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan and the ancillary documents hereto. For the avoidance of doubt and notwithstanding anything to the contrary in this Plan, nothing in this section or otherwise shall limit the liability of the Persons described in clauses (c) or (d) of the definition of Released Parties to the other Persons described in clauses (c) or (d) of the definition of Released Parties. Notwithstanding the foregoing, the provisions of section 10.6 of the Plan shall not limit any liability on the part of the

aforementioned parties that is determined by a Final Order of a court of competent jurisdiction for actions or failure to act amounting to willful misconduct, intentional fraud or criminal conduct.

5. *Releases.*

On the Effective Date (except as set forth in Section 5.4 of the Plan (and then as of the time set forth therein)), the Released Parties shall be deemed to and hereby unconditionally and irrevocably release each other from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such entity or person would have been legally entitled to assert (whether individually, derivatively or collectively), relating to any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganization Cases, or the Plan, except that (i) no Released Party shall be released from any act or omission that constitutes gross negligence, willful misconduct or fraud as determined by Final Order of a court of competent jurisdiction, (ii) the foregoing release shall not apply to any claims of the Debtors, the Reorganized Debtors or the First Lien Lenders and their affiliates against current officers, former officers, current directors, former directors, current managers, and former managers of the Debtors and (iii) the foregoing release shall not apply to any express contractual or financial obligations owed to the Debtors or the Reorganized Debtors or any right or obligation arising under or that is part of the Plan or an agreement entered into pursuant to, in connection with or contemplated by, the Plan, including without limitation, the obligations under the Amended Organizational Documents, the Rights Offering (if applicable) and all ancillary and related documents thereto. For the avoidance of doubt and notwithstanding anything to the contrary in this Plan, (A) none of the Trump Parties shall be, or shall be deemed to be, released pursuant to Section 10.5 of the Plan or otherwise under this Plan by any entity or person from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such entity or person may be legally entitled to assert (whether individually, derivatively or collectively), relating to any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganization Cases, or the Plan, or otherwise and (B) the Persons described in clauses (c) or (d) of the definition of Released Parties shall not release, nor be deemed to release, the other Persons described in clauses (c) or (d) of the definition of Released Parties from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such other party may be legally entitled to assert (whether individually, derivatively or collectively).

6. *Injunction Related to Releases.*

Upon the Effective Date, the commencement or prosecution 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 Plan, including but not limited to the Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released in sections 10.5 and 10.6 of the Plan shall be permanently enjoined.

As described in the Debtors' most recent Form 10-K, Mr. Trump has provided a Guaranty of up to $250,000,000 of the Second Lien Notes under certain terms and conditions. The provisions in the Plan relating to releases (Section 10.5), exculpation (Section 10.6),

indemnification (Section 8.5), and injunctions (Section 10.7) neither release nor otherwise affect claims, if any, that may be asserted by the Noteholders against Mr. Trump under the Guaranty.

7. *Reservation of Rights.*

The Plan Proponents reserve the right to amend the Plan consistent with and/or as permitted by the Bankruptcy Code and the Bankruptcy Court.

Subject to the Bankruptcy Code, the Bankruptcy Rules and Orders of the Bankruptcy Court, to the extent that the Plan is not confirmed and/or consummated in form and substance satisfactory to the First Lien Lenders, the First Lien Lenders reserve any and all rights and remedies whatsoever, including without limitation, pursuant to Bankruptcy Code Section 1111(b). The Ad Hoc Committee contends that the foregoing right may be ineffectual or unenforceable. The Plan Proponents disagree.

8. *Retention of Causes of Action/Reservation of Rights.*

Nothing contained in the Plan or in the Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights or causes of action that the Debtors or the Reorganized Debtors may have or which the Reorganized Debtors may choose to assert on behalf of their respective estates under any provision of the Bankruptcy Code or any applicable non-bankruptcy law or rule, common law, equitable principle or other source of right or obligation, including, without limitation, (i) any and all claims against any person or entity, to the extent such person or entity asserts a crossclaim, counterclaim, and/or claim for setoff which seeks affirmative relief against the Debtors, the Reorganized Debtors, their officers, managers, directors, partners, members, employees, agents, advisors, professionals or representatives; and (ii) the turnover of any property of the Debtors' estates; *provided*, *however*, that this shall not apply to any claims released in section 10.5, or for which exculpation has been provided in section 10.6, of the Plan.

Nothing contained in the Plan or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any claim, cause of action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Commencement Date, against or with respect to any claim left unimpaired by the Plan of Reorganization. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, causes of action, rights of setoff, and other legal or equitable defenses which they had immediately prior to the Commencement Date fully as if the Reorganization Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any claim left unimpaired by the Plan of Reorganization may be asserted after the Confirmation Date to the same extent as if the Reorganization Cases had not been commenced.

Under the AHC Plan, on the other hand, there is a provision that purports to release claims against the DJT Parties. The Plan Proponents believe that the Debtors may have significant claims against Mr. Trump in connection with his purported abandonment of the limited partnership interests in TER Holdings, including with respect to any damages suffered in respect of tax effects of such purported abandonment. The Plan Proponents reserve any and all claims and causes of action in connection with the foregoing.

The Plan Proponents believe that the First Lien Lenders may hold claims and causes of action against the Second Lien Noteholders for breaches of an Amended and Restated

Intercreditor Agreement dated as of December 21, 2007 (the "Intercreditor Agreement"). Icahn Partners asserts that those claims and causes of action include, without limitation, the following:

- Filing and Prosecution of the AHC Plan. Section 3.01 of the Intercreditor Agreement provides that, until the First Lien Obligations have been Paid in Full, the First Lien Collateral Agent shall have the exclusive right to take and continue any Enforcement Action with respect to Shared Collateral (i.e., the Debtors' assets). "Enforcement Action" is defined as including the exercise of any rights and remedies with respect to the Shared Collateral or "the exercise of any right or remedies of a secured creditor…under Bankruptcy Law." Icahn Partners' submit that the Ad Hoc Committee's filing and prosecution of the AHC Plan constitute Enforcement Actions that breach the provisions of Section 3.01.

- Objections To the Beal/Icahn Plan. Section 3.02(ii)(A) of the Intercreditor Agreement provides that, during any Enforcement Period -- defined to include any period during which any First Lien Secured Party is taking any Enforcement Action -- Second Lien Security Parties "will not oppose, object to, interfere with, hinder or delay, in any matter," any Enforcement Action taken by or on behalf of any First Lien Secured Party. Icahn Partners' assert that the filing and prosecution of the Beal/Icahn Plan constitutes an Enforcement Action, and therefore the Ad Hoc Committee's opposition to and attempts to defeat confirmation of, that plan may be a continuing breach of Section 3.02(ii)(A).

- Plan Distributions To Second Lien Noteholders. Section 4.01 of the Intercreditor Agreement provides that, until the First Lien Obligations have been Paid in Full, all proceeds of Shared Collateral shall not be payable to the Second Lien Parties and, if received by the Second Lien Parties, shall be turned over to the First Lien Lenders. The definition of "Paid in Full" means "the payment in full in cash." Because the AHC Plan proposes to cram down the First Lien Lenders with a new term loan, as opposed to payment in full in cash, Icahn Partners' submit that the First Lien Lenders may not be Paid in Full under the AHC Plan. As a consequence, Icahn Partners' assert that the receipt by Second Lien Noteholders of cash, rights, and other property under the Plan may violate Section 4.01 of the Plan.

- Recharacterization of Adequate Protection Payments. Section 5.03 of the Intercreditor Agreement prohibits any Second Lien Secured Party from objecting to or contesting the payment of (or supporting any other person objecting to or consenting) any adequate protection payments to the First Lien Secured Parties or the payment of interest, fees, expenses or other amounts to the First Lien Collateral Agent of any other First Lien Secured Party under Section 506(b) or 506(c) of the Bankruptcy Code The AHC Plan provides for the possible recharacterization of certain payments made to the First Lien Lenders as payment of principal (see AHC Plan §§ 4.3, 1.94), and Icahn Partners' assert that any such recharacterization would violate Section 5.03 of the Intercreditor Agreement. Moreover, under Sections 5.04 and 4.01(b) of the Intercreditor Agreement, if the First Lien Lenders are subject to such a recharacterization, and the Second Lien Parties receive any property (whether in the form of cash, rights, or other property under the AHC Plan), then the Second Lien Parties have agreed to turn such property over to the First Lien Lenders.

Under the AHC Plan, the distribution purports to "take into account" the contractual rights of parties under intercreditor agreements, and purports to effect a third-party release of the Second Lien Noteholders relating to the treatment of claims. The Icahn Parties believe that the

distribution does not take these contractual rights into account. Further, the Icahn Parties believe that this third-party release under the AHC Plan is not appropriate and that the Icahn Parties will have claims for significant damages against Second Lien Noteholders if the AHC Plan effects a distribution in variance from their contractual rights and obligations.

Pursuant to an Amended and Restated Noteholder Backstop Agreement, dated as of December 11, 2009 (the "Noteholder Backstop Agreement"), TER and TER Holdings, on behalf of themselves and the other Debtors, have agreed, among other things, to (i) support, be a co-proponent of, and seek confirmation of the AHC Plan and (ii) not consent to, or otherwise directly or indirectly propose, pursue, support, solicit, assist, recommend, engage in negotiations in connection with, encourage or participate in the formulation of any plan of reorganization for any of the Debtors or any restructuring or reorganization of any of the Debtors (or any plan or proposal in respect of the same), other than the AHC Plan.

The Plan Proponents believe that the Noteholder Backstop Agreement may improperly restrict the Debtors, as a fiduciary to all creditors, from negotiating with other parties with respect to another plan or pursuing other restructuring alternatives. Although the Agreement provides that the restrictions imposed on the Debtors are subject to their fiduciary duties, the Plan Proponents believe that the "fiduciary out" provisions are vaguely worded and provide no clarity regarding the circumstances under which the Debtors may abandon the AHC Plan. The Ad Hoc Committee and the Debtors disagree, relying upon the bolded language below from Section 1(a) of the Noteholder Backstop Agreement:

> "(a) Debtors to Support Noteholder Plan. TER and TER Holdings hereby agree that for the duration of the period (the "Lock-Up Period") commencing upon the Agreement Effective Date (as defined in Section 11 hereof) and ending on the date on which this Agreement is terminated in accordance with Section 9 hereof, TER and TER Holdings shall, and shall cause the other Debtors to **(subject in each case to the fiduciary duties of the Debtors under applicable law)**: [emphasis added]
>
> (i) support and be a co-proponent of the Noteholder Plan;
>
> (ii) encourage all holders of claims against, or interests in, the Debtors (to the extent a vote is solicited of such holders) to vote to accept the Noteholder Plan and to reject any competing plan of reorganization for the Debtors;
>
> (iii) use good faith efforts to obtain the approval of the Bankruptcy Court (to the extent further approval of the Bankruptcy Court is required) of the disclosure statement to be filed by the Debtors and the Ad Hoc Committee of Holders of 8.5% Senior Secured Notes Due 2015 (the "Ad Hoc Committee") with respect to the Noteholder Plan, in the form attached hereto as Exhibit C, as such disclosure statement may be modified after the date hereof in accordance with Section 15 hereof (such disclosure statement, the "Noteholder Disclosure Statement");
>
> (iv) use good faith efforts to promote the successful solicitation of the Noteholder Plan and the approval, confirmation and consummation of the Noteholder Plan;
>
> (v) seek the entry of a Confirmation Order (as defined in Section 3(c) hereof) by the Bankruptcy Court, in form and substance reasonably acceptable to the Debtors and the Requisite Investors, as soon as practicable after the Expiration Time

(as defined in Section 2(b) hereof), and seek to consummate the Noteholder Plan as soon as practicable after the entry of the Confirmation Order;

(vi) not consent to, or otherwise directly or indirectly propose, pursue, support, solicit, assist, recommend, engage in negotiations in connection with, encourage or participate in the formulation of any plan of reorganization for any of the Debtors or any restructuring or reorganization of any of the Debtors (or any plan or proposal in respect of the same), other than the Noteholder Plan, unless (A) authorized in writing to do so by the Requisite Investors, (B) **doing so is consistent with the Debtors' fiduciary duties**, or (C) **such discussions are conducted for the purpose of achieving an agreement among the principal creditors of the Debtors to a consensual plan of reorganization**…." [emphasis added]

The Plan Proponents reserve any and all claims and causes of action in connection with the foregoing.

E. Miscellaneous Provisions

The Plan also contains provisions relating, but not limited to, vesting of assets, injunction against interference with the Plan, payment of statutory fees, substantial consummation, compliance with tax requirements, severability, revocation and amendment of the Plan, governing law, and timing. For more information regarding these items, see the Plan attached hereto as Exhibit A.

IX.

CERTAIN RISK FACTORS TO BE CONSIDERED

HOLDERS OF ALLOWED FIRST LIEN LENDER CLAIMS AND ALLOWED SECOND LIEN NOTE CLAIMS SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH AND/OR INCORPORATED BY REFERENCE HEREIN), PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

A. Certain Bankruptcy Considerations

Although the Plan Proponents believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications of the Plan will not be required for confirmation or that such modifications would not necessitate the re-solicitation of votes. Although the Plan Proponents believe that the Effective Date will occur soon after the Confirmation Date, there can be no assurance as to such timing. In the event the conditions precedent described in section 9.1 of the Plan have not been satisfied or waived (to the extent possible) by the Debtors or applicable party (as provided for in the Plan) as of the Effective Date, then the Confirmation Order will be vacated, no distributions under the Plan will be made, and the Debtors and all holders of claims and equity interests will be

restored to the status quo ante as of the day immediately preceding the Confirmation Date as though such Confirmation Date had never occurred.

The Plan provides for no distribution to Classes 7, 8, 9, and 10. The Bankruptcy Code conclusively deems these Classes to have rejected the Plan. Notwithstanding the fact that these Classes are deemed to have rejected the Plan, the Bankruptcy Court may confirm the Plan if at least one impaired class votes to accept the Plan (with such acceptance being determined without including the vote of any "insider" in such class). Thus, for the Plan to be confirmed with respect to each Debtor, either Class ~~3A-3J,~~3, Class ~~4A-4E,~~4, Class 5~~A-5J~~ or Class 11 must vote to accept the Plan. As to each impaired class that has not accepted the Plan, the Plan may be confirmed if the Bankruptcy Court determines that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to these classes. The Plan Proponents believe that the Plan satisfies these requirements. For more information, see Section X below.

B. Risks to Recovery By Holders of First Lien Lender Claims and Second Lien Note Claims

The ultimate recoveries under the Plan to holders of allowed Second Lien Note Claims and General Unsecured Claims are subject to a number of material risks, including, but not limited to, those specified below.

1. *Variances from Projections.*

The Projections for the Reorganized Debtors referred to herein are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Factors that could cause actual results to differ materially include, but are not limited to, the Reorganized Debtors' ability to operate their business consistent with the Projections, comply with the covenants of their financing agreements, comply with the terms of their existing contracts and leases, and respond to adverse regulatory actions taken by the federal and state governments. In addition, unanticipated events and circumstances occurring subsequent to the preparation of the Debtors' Projections may affect the actual financial results of the Reorganized Debtors. Although the Plan Proponents believe that the Debtors' Projections are reasonably attainable, variations between the actual financial results and those projected will occur and these variances may be material.

2. *Unforeseen Events.*

Future performance of the Reorganized Debtors is, to a certain extent, subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond their control. While no assurance can be provided, based upon the current level of operations and anticipated increases in revenues and cash flows described in the Projections, the Plan Proponents believe that cash flow from operations and available cash will be adequate to fund the Plan and meet the Debtors' future liquidity needs.

3. *Minority Interest and Possibility of Limited Liquidity*

Holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims who are Eligible Holders would hold a minority equity stake in the Reorganized Debtors if the Rights Offering is fully subscribed. That minority stake would be held by a newly formed corporation – NewCo – in the form of Membership Interests in Reorganized TER Holdings – and each Holder of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims would hold

New Common Stock issued by NewCo. The equity interest held by holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims, other than the Plan Proponents, in the Reorganized Debtors would be 29.196% on a Fully Diluted Basis, if the Rights Offering was fully subscribed. The Reorganized Debtors would be controlled by the First Lien Lenders. Depending on the level of participation in the Rights Offering, if consummated, Holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims may be entitled to representation on the board of directors of Reorganized TER Holdings through NewCo, but would not be able to control the outcome of decisions by the board or determine the outcome of any votes of members. Furthermore, restrictions on transfer included in the Certificate of Incorporation of NewCo are intended to prevent NewCo from becoming a reporting company under the Exchange Act. The Rights Offering Stock would, if issued, be "restricted securities" under the Exchange Act. Accordingly, the Rights Offering Stock would only become freely transferable by non-affiliates one year following the Effective Date and, at that time, there may be little or no trading in the New Common Stock. Additionally, holders of Second Lien Note ~~Secured~~ Claims and General Unsecured Claims who hold New Common Stock may have to be found qualified by NJCCC in order to hold or otherwise be issued the New Common Stock.

4. *Other Risks.*

A discussion of TER's business risks are set forth in greater detail in the 2008 Form 10-K and the Third Quarter Form 10-Q, each of which is attached hereto as Exhibit H and Exhibit I, respectively.

X.

Confirmation of the Plan

A. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after appropriate notice, to hold a hearing on confirmation of a Plan. On, or as promptly as practicable after the Commencement Date, the Plan Proponents will request that the Bankruptcy Court schedule the confirmation hearing. Notice of the confirmation hearing will be provided to all known creditors, equity holders or their representatives. The confirmation hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the confirmation hearing or any subsequent adjourned confirmation hearing.

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of a Plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of claims or interests held or asserted by the objector against the particular Debtor or Debtors, the basis for the objection and the specific grounds therefor, and must be filed with the Bankruptcy Court, with a copy to Chambers, together with proof of service thereof, and served upon (i) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Michael F. Walsh, Esq. and Ted S. Waksman, Esq.) and McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102 (Attn: Charles A. Stanziale, Jr., Esq. and Joseph Lubertazzi, Jr., Esq.), attorneys for the Debtors, (ii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102 (Attn: Jeffrey M. Sponder, Esq.), (iii) White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036 (Attn: Thomas E Lauria, Esq., Gerard Uzzi, Esq. and

Andrew Ambruoso, Esq.), attorneys for the Administrative Agent for the First Lien Lenders, (iv) Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway New York, New York 10019 (Attn: David M. Friedman, Esq. and Adam L. Shiff, Esq.), attorneys for Mr. Trump, (v) Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038 (Attn: Kristopher M. Hansen, Esq.), attorneys for the Ad Hoc Committee, and (v) such other parties as the Bankruptcy Court may order.

Objections to confirmation of the Plan are governed by Bankruptcy Rule 9014.

UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

B. General Requirements of Section 1129

At the confirmation hearing, the Bankruptcy Court will determine whether the confirmation requirements specified in section 1129 of the Bankruptcy Code have been satisfied.

C. Best Interests Test

The Bankruptcy Code requires that each holder of an impaired claim or equity interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

The Debtors' costs of liquidation under chapter 7 would include the fees payable to a trustee in bankruptcy, as well as those fees that might be payable to attorneys and other professionals that such a trustee might engage. Other liquidation costs include the expenses incurred during the Reorganization Cases allowed in the chapter 7 case, such as compensation for attorneys, financial advisors, appraisers, accountants and other professionals for the Debtors. In addition, claims would arise by reason of the breach or rejection of obligations incurred and leases and executory contracts assumed or entered into by the Debtors during the pendency of the Reorganization Cases.

The foregoing types of claims, costs, expenses, fees and such other claims that may arise in a liquidation case would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay pre-chapter 11 priority and unsecured claims. The Debtors believe that in a chapter 7 liquidation, no prepetition claims or equity interests would receive any distribution of property.

The Debtors' liquidation analysis contained in the Debtors' Disclosure Statement is an estimate of the proceeds that may be generated as a result of a hypothetical chapter 7 liquidation of the Debtors. The analysis is based on a number of significant assumptions. The liquidation analysis does not therefore purport to be a valuation of the Debtors' assets and is not necessarily indicative of the values that may be realized in an actual liquidation.

D. Liquidation Analysis

If no chapter 11 plan can be confirmed, the Reorganization Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effect that a chapter 7 liquidation would

have on the recoveries of holders of claims is set forth in Section X.D of the Debtors' Disclosure Statement. The Plan Proponents believe that liquidation under chapter 7 would result in smaller distributions being made to creditors than those provided for in the Plan because (a) the likelihood that other assets of the Debtors would have to be sold or otherwise disposed of in a less orderly fashion, (b) additional administrative expenses attendant to the appointment of a trustee and the trustee's employment of attorneys and other professionals, (c) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of leases and other executory contracts in connection with a cessation of the Debtors' operations. In a chapter 7 liquidation, the Plan Proponents believe that there would be no distribution to holders of allowed claims in Classes ~~4A-4J, 5A-5J,~~4, 5, 6, 7, 8, 9, 10 and 11 and the distribution to holders of allowed claims in Class 3~~A-3J~~ would be materially less. For the purpose of the Plan, Beal Bank adopts the Debtors' liquidation analysis, which is attached hereto as Exhibit L.

E. Feasibility

The Bankruptcy Code requires that a plan proponent, such as the Plan Proponents demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Plan Proponents have analyzed the Debtors' ability to meet their obligations under the Plan. As part of this analysis, the Plan Proponents have review the Debtors' Projections described in Section V above. Based upon such Projections, the Plan Proponents believe that the Debtors will be able to make all payments required pursuant to the Plan and, therefore, that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization.

F. Section 1129(b)

The Bankruptcy Court may confirm a plan of reorganization over the rejection or deemed rejection of the plan of reorganization by a class of claims or equity interests if the plan of reorganization "does not discriminate unfairly" and is "fair and equitable" with respect to such class.

1. *No Unfair Discrimination.*

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the plan of reorganization. The test does not require that the treatment be the same or equivalent, but that such treatment is "fair."

2. *Fair and Equitable Test.*

This test applies to classes of different priority and status (e.g., secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards, depending on the type of claims or equity interests in such class:

> *Secured Creditors*. Each holder of an impaired secured claim either (i) retains its liens on the property, to the extent of the allowed amount of its secured claim and receives deferred cash payments having a value, as of the Effective Date, of at least the allowed amount of such claim, or (ii) has the right to credit bid the amount of its claim if its property is sold and retains its

liens on the proceeds of the sale (or if sold, on the proceeds thereof) or (iii) receives the "indubitable equivalent" of its allowed secured claim.

Unsecured Creditors. Either (i) each holder of an impaired unsecured claim receives or retains under the plan or reorganization property of a value equal to the amount of its allowed claim or (ii) the holders of claims and equity interests that are junior to the claims of the dissenting class will not receive any property under the plan of reorganization.

Equity Interests. Either (i) each equity interest holder will receive or retain under the plan of reorganization property of a value equal to the greater of (a) the fixed liquidation preference or redemption price, if any, of such stock and (b) the value of the stock, or (ii) the holders of equity interests that are junior to the equity interests of the dissenting class will not receive any property under the plan of reorganization.

The Plan Proponents believe the Plan will satisfy the "fair and equitable" requirement notwithstanding that Classes 7, 8, 9, and 10 are deemed to reject the Plan because no Class that is junior to such Class will receive or retain any property on account of the equity interests in such Class.

XI.

Alternatives to Confirmation and Consummation of this Plan

A. Liquidation Under Chapter 7

If no chapter 11 plan can be confirmed, the Reorganization Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effect that a chapter 7 liquidation would have on the recoveries of holders of claims is set forth in Section X.D of this Disclosure Statement. Beal Bank believes that liquidation under chapter 7 would result in smaller distributions being made to creditors than those provided for in the Plan because (a) the likelihood that other assets of the Debtors would have to be sold or otherwise disposed of in a less orderly fashion, (b) additional administrative expenses attendant to the appointment of a trustee and the trustee's employment of attorneys and other professionals, (c) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of leases and other executory contracts in connection with a cessation of the Debtors' operations. In a chapter 7 liquidation, the Plan Proponents believe that there would be no distribution to holders of allowed claims in Classes ~~4A 4J, 5A 5J,~~4, 5, 6, 7, 8, 9, 10 and 11 and the distribution to holders of allowed claims in Class 3~~A 3J~~ would be materially less.

B. Alternative Plans

On August 3, 2009, the Debtors filed with the Bankruptcy Court the Debtors' Plan and the Debtors' Disclosure Statement. On September 29, October 5, and November 4, 2009, the Debtors filed amended versions of the Debtors' Plan and Debtors' Disclosure Statement. Pursuant to the Debtors' Plan, the Debtors' second lien noteholders would receive $13.9 million in cash on the Effective Date and all other unsecured creditors or equity holders

would receive no distribution and such holders will have their claims and securities cancelled upon consummation of the Debtors' Plan. The Debtors' Plan provides for (i) a recovery to First Lien Lenders in the form new debt at substantially below-market terms and (ii) a rights offering, whereby Beal Bank and Mr. Trump would collectively acquire 100% of the equity of the Reorganized Debtors in exchange for a cash contribution of approximately $113.9 million made pursuant to the terms of the Purchase Agreement. The Debtors' Plan also provides for a cash payment in the total amount of approximately $13.9 million to holders of Second Lien Note Claims for a recovery estimated by the Debtors to be approximately 1.11% in the aggregate. Because the valuation set forth in the Debtors' Disclosure Statement indicates that value of the Reorganized Debtors' business is less than the amount owed to the First Lien Lenders, holders of General Unsecured Claims receive no distribution. On November 16, 2009, Mr. Trump purported to terminate the Purchase Agreement and entered into the DJT Settlement Agreement, pursuant to which, among other things, Mr. Trump withdrew his support for the Debtors' Plan and agreed to support, vote for and promote the Ad Hoc Committee's plan subject to the terms and conditions of the DJT Settlement Agreement. If Mr. Trump's purported termination of the Purchase Agreement is in fact effective, then it may be that the Debtors' Plan is no longer viable.

On August 11, 2009, the Ad Hoc Committee filed a Motion for an Order Terminating the Debtors' Exclusivity Periods in which to File a Plan of Reorganization and Solicit Acceptances thereto (the "***Motion to Terminate Exclusivity***"). The Debtors subsequently filed their Objection to the Motion to Terminate Exclusivity and a hearing was held before the Bankruptcy Court on August 27, 2009. At that hearing, the Court sustained the Ad Hoc Committee's objection and, by order dated August 31, 2009, the Debtors' exclusive periods to file and solicit a plan of reorganization were terminated thereby authorizing the Ad Hoc Committee and any other party in interest to file an alternative plan of reorganization (the "***Termination Order***").

That same day, the Ad Hoc Committee filed the AHC Plan and AHC Disclosure Statement. The AHC is now supported by the Debtors, who are co-plan proponents under the AHC Plan, as well as Donald Trump and Ivanka Trump. According to the Ad Hoc Committee, the key terms of the AHC Plan, as amended, which the Plan Proponents have concluded to be inferior to this Plan, are as follows:

- The AHC Plan contemplates a $225 million rights offering.

- The Ad Hoc Committee will, however, receive a backstop fee equal in the form of 20% of the new common stock in connection with backstopping this rights offering as opposed to the 10% Backstop Allocation to be provided under this Plan.

- The Debtors will pay down First Lien Lender Claims by $125 million dollars in rights offering proceeds, as well as any net sale proceeds resulting from a sale of the Trump Marina Hotel & Casino, but rather than converting the balance of the First Lien Lender Claims to equity as in this Plan, will leave the Debtors' businesses burdened with an amended and restated credit agreement.

- Under the AHC Plan, holders of Allowed Second Lien Note Claims will be entitled to receive 5% of the new common stock, and holders of General Unsecured Claims will be entitled to receive cash in an amount equal to value of

the new common stock that they would have otherwise received had they participated in the 5% equity distribution.

In addition, under the AHC Plan, holders of Allowed Second Lien Note Claims and General Unsecured Claims that are not eligible to participate in the rights offering will be entitled to receive cash.

The Debtors have indicated their intent to no longer pursue the Debtors' Plan and instead have decided to become co-proponents of the Ad Hoc Committee's Plan.

Beal Bank, after months of analysis, and Icahn Partners have concluded that the Plan enables creditors to realize the most value under the circumstances and, as described above, is superior to the proposal set forth by the Ad Hoc Committee as set forth in the AHC Plan.

If no restructuring plan is confirmable, the Debtors could consider a liquidation under chapter 11. In a liquidation, the Debtors would incur the expenses associated with closing or transferring its casino properties to new operators. The process would be carried out in a more orderly fashion over a greater period of time than a liquidation under chapter 7 of the Bankruptcy Code. Further, if a trustee were not appointed, because such appointment is not required in a chapter 11 case, the expenses for professional fees would most likely be lower than those incurred in a chapter 7 case. Although preferable to a chapter 7 liquidation, Beal Bank believes that liquidation under chapter 11 is a much less attractive alternative to creditors than the Plan because of the greater return provided by the Plan.

XII.

Certain United States Federal Income Tax Consequences of the Plan

The following discussion summarizes certain material U.S. federal income tax consequences expected to result from the consummation of the Plan. This discussion is only for general information purposes and only describes the expected tax consequences to (i) the Debtors and the Reorganized Debtors and (ii) holders of Allowed Claims and Equity Interests ("***Holders***"). This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "***Tax Code***"), Treasury Regulations promulgated thereunder, judicial authority and current administrative rulings and pronouncements of the Internal Revenue Service (the "***Service***") all as in effect and available on the date hereof. There can be no assurance that the Service will not take a contrary view. No ruling from the Service has been or will be sought nor will any counsel provide a legal opinion as to any of the expected tax consequences set forth below.

Legislative, judicial or administrative changes or interpretations may be forthcoming that could alter or modify the statements and conclusions set forth herein. Any such changes or interpretations may or may not be retroactive and could affect the tax consequences to the Holders, the Debtors and the Reorganized Debtors. It cannot be predicted whether any tax legislation will be enacted or, if enacted, whether any tax law changes contained therein would affect the tax consequences to the Holders, the Debtors or the Reorganized Debtors.

The following discussion is for general information only, and does not purport to address all of the U.S. federal income tax consequences that may be applicable to any particular Holder. The tax treatment of a Holder may vary depending upon such Holder's particular situation. In addition, this summary generally does not address foreign, state or local tax

consequences of the Plan, nor does it address the federal income tax consequences of the Plan to special classes of taxpayers such as foreign taxpayers, broker-dealers, banks, mutual funds, insurance companies, other financial institutions, small business investment companies, regulated investment companies, real estate investment trusts, U.S. persons whose functional currency is not the U.S. dollar, traders that mark-to-market their securities, taxpayers subject to the alternative minimum tax, tax-exempt organizations (including, without limitation, certain pension funds), persons holding an equity interest as part of an integrated constructive sale, hedge, conversion transaction or straddle, pass-through entities and investors in pass-through entities. Furthermore, this summary does not address U.S. federal taxes other than income taxes. This discussion assumes that the First Lien Lender Claims, the Allowed Second Lien Note Claims, and the Allowed General Unsecured Claims are held as "capital assets" (generally, held for investment) within the meaning of Section 1221 of the Tax Code and that TER Holdings has been and that both TER Holdings and Reorganized TER Holdings will be treated and taxed as a partnership for U.S. federal income tax purposes. EACH HOLDER SHOULD CONSULT ITS TAX ADVISOR AS TO THE PARTICULAR TAX CONSEQUENCES TO IT OF THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY U.S. FEDERAL, STATE, LOCAL OR FOREIGN TAX LAWS.

INTERNAL REVENUE SERVICE CIRCULAR 230 NOTICE: TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, HOLDERS OF CLAIMS AND EQUITY INTERESTS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THIS DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY HOLDERS OF CLAIMS OR EQUITY INTERESTS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE TAX CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING BY THE DEBTORS OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS OF CLAIMS OR EQUITY INTERESTS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

A. Liquidation Under Chapter 7

1. *Cancellation of Indebtedness and Reduction of Tax Attributes.*

(a) Discharge of Claims other than the First Lien Lender Claims and any Claim not Otherwise Subject to Discharge under the Plan

TER Holdings generally will realize cancellation of indebtedness ("***COD***") income upon the discharge of all Claims other than the First Lien Lender Claims and any Claim not otherwise subject to discharge under the Plan. Under Section 108 of the Tax Code, COD income is excluded from income if it occurs in a case brought under the Bankruptcy Code, provided the taxpayer is under the jurisdiction of a court in such case and the cancellation of indebtedness is granted by the court or is pursuant to a plan approved by the court (the "***Bankruptcy Exception***"). Generally, under Section 108(b) of the Tax Code, any COD income excluded from income under the Bankruptcy Exception must be applied against and reduce certain tax attributes of the taxpayer. Unless the taxpayer elects to have such reduction apply first against the basis of its depreciable property, such reduction is first applied against net operating losses ("***NOLs***") of the taxpayer (including NOLs from the taxable year of discharge and any NOL carryover to such taxable year), and then to certain tax credits, capital losses and capital loss carryovers, and tax basis. Any reduction in tax attributes in respect of excluded COD income

does not occur until after the determination of the taxpayer's income or loss for the taxable year in which the COD income is realized.

Under Section 108(d)(6) of the Tax Code, when an entity (such as TER Holdings) that is taxed as a partnership realizes COD income, its partners are treated as receiving their allocable share of such COD income and the Bankruptcy Exception (and related attribute reduction) is applied at the partner level rather than at the entity level. Accordingly, any COD income realized by TER Holdings upon the discharge of all Claims other than the First Lien Lender Claims and any Claim not otherwise subject to discharge under the Plan shall be allocated to the partners of TER Holdings. Pursuant to the Plan, and pursuant to the amended and restated limited liability company agreement of Reorganized TER Holdings (the "***LLC Agreement***"), TER Holdings shall allocate such COD income pursuant to an interim closing of the books, within the meaning of Section 706 of the Tax Code and Treasury Regulations 1.706-1(c) such that the COD income of TER Holdings will be allocated to those persons who were partners of TER Holdings immediately prior to the admission of new members into Reorganized TER Holdings.

Regarding TER, because the cancellation of indebtedness will occur in a case brought under the Bankruptcy Code and TER should qualify for the Bankruptcy Exception, TER should not be required to include in its income any COD income generated by and allocated to it as a result of the implementation of the Plan. TER will be required to reduce its tax attributes in an amount equal to the amount of COD income excluded from income under the Bankruptcy Exception. TER currently expects that COD income resulting from the Plan and allocated to it will be excluded from its income under the Bankruptcy Exception, and, as a result, it will reduce its NOLs, and, to the extent necessary, other tax attributes by the amount of such COD income.

Regarding the partners of TER Holdings that are not under the jurisdiction of the Bankruptcy Court, such partners, if solvent, will generally be required to recognize their allocable shares of the COD income of TER Holdings realized as a result of the implementation of the Plan unless another exception to recognizing COD income applies.

(b) Satisfaction of First Lien Lender Claims.

Under the Plan, the First Lien Lenders will receive, among other things, in full and final satisfaction of the First Lien Lender Claims, (i) $100,000,000 in Cash from the Rights Offering Proceeds, if the Rights Offering is consummated and (ii) the First Lien Conversion New Common Stock. At this time, NewCo will hold 99% of the outstanding Membership Interests in Reorganized TER Holdings.

Reorganized TER Holdings and the First Lien Lenders expect to take the position that the fair market value of the First Lien Conversion New Common Stock will equal the amount of the First Lien Lender Claims that are not otherwise satisfied through the payment of Cash from the Rights Offering Proceeds and the other consideration being received by the First Lien Lenders in satisfaction of the First Lien Lender Claims. Therefore, Reorganized TER Holdings does not expect to report COD Income in connection with the satisfaction of the First Lien Lender Claims. This treatment, however, is not binding on the Service; and the Service could assert, for example, that the fair market value of the First Lien Conversion New Common Stock is less than the amount of the First Lien Lender Claims being satisfied by such New Common Stock, which would result in COD Income to Reorganized TER Holdings (correspondingly allocated to its members).

2. *Section 382 Limitations of NOLs*

The Plan will trigger an "ownership change" of TER on the Effective Date for purposes of Section 382 of the Tax Code. Consequently, following the Effective Date, any remaining NOL carryforwards and certain other tax attributes (including current year NOLs) of TER allocable under the Tax Code to periods prior to the Effective Date (collectively, "pre-change losses") will be subject to limitation under Section 382, subject to the following discussion regarding special rules in the context of certain bankruptcy proceedings. Any Section 382 limitations apply in addition to, and not in lieu of, the attribute reduction that results from the COD income arising in connection with the Plan.

Under Section 382 of the Tax Code, if a corporation undergoes an ownership change and the corporation does not qualify for (or elects out of) the special bankruptcy exception discussed below, the amount of its pre-change losses that may be utilized to offset future taxable income is subject to an annual limitation. In general, the amount of the annual limitation is equal to the product of (i) the fair market value of the stock of the corporation *immediately before* the ownership change (with certain adjustments) multiplied by (ii) the "long term tax exempt rate" in effect for the month in which the ownership change occurs (e.g., 4.16 percent for ownership changes occurring in December, 2009).

For a corporation in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation is generally determined immediately *after* (rather than before) the ownership change after giving effect to the surrender of creditors' claims, but subject to certain adjustments; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation's assets. An exception to the foregoing annual limitation rules generally applies where qualified creditors and stockholders of a debtor corporation receive, in respect of their claims or shares, at least 50 percent of both the voting power and the value of the stock of the reorganized debtor pursuant to a confirmed Chapter 11 plan.

Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. However, if the corporation does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, or if certain shareholders claim worthless stock deductions and continue to hold their stock in the corporation at the end of the taxable year, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation's pre-change losses, absent any increases due to recognized built-in gains discussed below. Generally, NOL carryforwards expire 20 years after they first arise.

Section 382 of the Tax Code also limits the deduction of certain built-in losses recognized subsequent to the date of the ownership change. If a loss corporation has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built in" income, gain, loss and deduction), then any built-in losses recognized during the following five years (up to the amount of the original net unrealized built-in loss) generally will be treated as prechange losses and will be subject to the annual Section 382 limitation. Conversely, if the loss corporation has a net unrealized built-in gain at the time of an ownership change, any built-in gains recognized (or, according to a Service notice, treated as recognized) during the following five years (up to the amount of the original net unrealized built-in gain) generally will increase the annual Section 382 limitation in the year recognized, such that the loss

corporation would be permitted to use its pre-change losses against such built-in gain income in addition to its regular annual allowance.

Accordingly, the impact of any future ownership change depends upon, among other things, the amount of pre-change losses remaining after the use or reduction of attributes due to the COD, the value of both the stock and assets of TER at such time, the continuation of its business and the amount and timing of future taxable income.

B. U.S. Federal Income Tax Consequences to U.S. Holders

For purposes of the following discussion, a U.S. Holder is a Holder (as defined above) that is treated for U.S. federal income tax purposes as (1) an individual that is a citizen or resident of the United States, (2) a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (3) an estate, the income of which is subject to U.S. federal income tax regardless of its source, or (4) a trust, if a U.S. court can exercise primary supervision over the administration of the trust and one or more U.S. persons can control all substantial trust decisions, or, if the trust was in existence on August 20, 1996, and it has validly elected to continue to be treated as a U.S. person.

1. *U.S. Holders of First Lien Lender Claims (Class 3~~A 3J~~)*

Pursuant to the transactions contemplated under the Plan, holders of First Lien Lender Claims will contribute such Claims to NewCo in exchange for 100% of the First Lien Conversion New Common Stock. If such Holders, along with any other persons contributing property to NewCo in exchange for New Common Stock are collectively in "control" of NewCo immediately after such exchange, then the exchange of such First Lien Lender Claims for New Common Stock may be treated as a tax-free transaction under the Tax Code. For this purpose, "control" means the ownership of stock possessing at least 80 percent of the total combined voting power of NewCo and at least 80 percent of the total number of shares of all non-voting classes of stock of NewCo (the "***Control Test***"). If the Control Test is not satisfied, a U.S. Holder should be treated as exchanging its First Lien Lender Claims for New Common Stock in a fully taxable exchange.

It is expected that immediately after consummation of the transactions contemplated under the Plan, the Control Test will be satisfied. Thus, the exchange of a U.S. Holder's First Lien Lender Claims for New Common Stock and other consideration should qualify as a tax-free transaction. In such case, (i) a U.S. Holder would not recognize loss with respect to the exchange and (ii) if there is gain (*i.e.*, the fair market value of the consideration received exceeds the tax basis of the property exchanged) a U.S. Holder would recognize such gain up to the value of any property (other than New Common Stock) and any Cash received in exchange for such First Lien Lender Claims (except to the extent such property or Cash is paying accrued but unpaid interest on the First Lien Lender Claims if any, allocable to such accrued interest). A U.S. Holder receiving New Common Stock and other consideration should obtain a tax basis in the New Common Stock and other consideration equal to the tax basis of the Claims exchanged therefor, and allocated according to the fair market value of the New Common Stock and other consideration as of the Effective Date. In such case, a U.S. Holder should have a holding period for the New Common Stock and other consideration that includes the holding period for the First Lien Lender Claims exchanged therefor

2. *U.S. Holders of Allowed Second Lien Note Claims (Class 4~~A~~ ~~4E~~) and Allowed Unsecured Claims (Class 5~~A~~ ~~5J~~)*

Pursuant to the Plan, on the Effective Date, all Claims other than the First Lien Lender Claims and any Claim not otherwise subject to discharge shall be deemed discharged, including Second Lien Note Claims and the General Unsecured Claims. Holders of Allowed Second Lien Note Claims and Allowed General Unsecured Claims will receive on the Second Closing Date, on a pro rata basis, Cash and Subscription Rights distributed in connection with the Rights Offering, pursuant to Sections 4.4 and 4.5 of the Plan, if certain conditions are met as described herein..

Concurrently therewith, subject to the terms and conditions of the Backstop Agreement and Section 5.3 of the Plan, NewCo will subscribe for and purchase on the Effective Date a number of Membership Interests of Reorganized TER Holdings representing 99.0% of the outstanding Membership Interests on a Fully Diluted Basis, which amount shall be reduced pro rata depending on the number of Subscribed Shares, in consideration for payment of an amount equal to the Rights Offering Proceeds by NewCo to Reorganized TER Holdings.

The U.S. federal income tax treatment of a U.S. Holder of an Allowed Second Lien Note Claim or an Allowed General Unsecured Claim will depend on whether the distribution of Cash (if such distribution is made) is being made in satisfaction of the Allowed Second Lien Note Claims and the Allowed General Unsecured Claims.

Any Cash received pursuant to Sections 4.4 and 4.5 of the Plan (if such distribution is made) may be considered in satisfaction of each holder's Allowed Second Lien Note Claims or Allowed General Unsecured Claims. In this case, each U.S. Holder of a Claim would generally recognize gain or loss in respect of its Claim in an amount equal to the difference, if any between (i) the fair market value of the New Common Stock and the amount of Cash received in satisfaction of its claim (other than in respect of accrued but unpaid interest), and (ii) such U.S. Holder's adjusted tax basis in its Claim (other than any basis attributable to accrued but unpaid interest). Subject to the discussion under "*Other Considerations—Accrued Interest*," below, such gain or loss should be capital in nature and should be long-term capital gain or loss if the Claims were held for more than one year by the U.S. Holder. A U.S. Holder's tax basis in the New Common Stock should be equal to the fair market value of the New Common Stock as of the Effective Date. A U.S. Holder's holding period for the New Common Stock should begin on the day following the Second Closing Date

This treatment is not free from doubt. If the distribution of Cash (if such distribution is made) is not treated as made in satisfaction of the Allowed Second Lien Note Claims and the Allowed General Unsecured Claims, then no U.S. Holder of a Second Lien Note Claim or a General Unsecured Claim would receive any distribution under the Plan. Consequently, a U.S. Holder of such Claims may be entitled to a bad debt deduction (for a Claim that is not a "security" for purposes of Section 165(g) of the Tax Code) or a worthless securities deduction (for a Claim that is a security for purposes of Section 165(g)). The amount of any such deductions would be limited to the U.S. Holder's tax basis in the indebtedness or equity interest underlying its Claim. The rules governing the timing and amount of such deductions place considerable emphasis on the facts and circumstances of the holder, the obligor, and the instrument with respect to which a deduction is claimed. U.S. Holders of Allowed Second Lien Note Claims and Allowed General Unsecured Claims, therefore, are urged to consult their tax advisors with respect to their ability to claim such deductions. U.S. Holders of Allowed Second Lien Note Claims and Allowed General Unsecured Claims would recognize ordinary income in

the amount of Cash received pursuant to Sections 4.4 and 4.5 of the Plan (if such distribution is made).

3. *Distributions and Sales or other Taxable Dispositions of New Common Stock.*

A U.S. Holder of New Common Stock generally will be required to include in gross income as ordinary dividend income the amount of any distributions paid on the New Common Stock to the extent such distributions are paid out of NewCo's current or accumulated earnings and profits as determined for federal income tax purposes. Distributions not treated as dividends for federal income tax purposes will constitute a return of capital and will first be applied against and reduce a U.S. Holder's adjusted tax basis in the New Common Stock, but not below zero. Any excess amount will be treated as gain from a sale or exchange of the New Common Stock. U.S. Holders that are treated as corporations for federal income tax purposes may be entitled to a dividends received deduction with respect to distributions out of NewCo's earnings and profits.

A U.S. Holder of New Common Stock will recognize gain or loss upon the sale or other taxable disposition of New Common Stock equal to the difference between the amount realized upon the disposition and such U.S. Holder's adjusted tax basis in the New Common Stock. Subject to the rules discussed in "*Other Considerations—Market Discount,*" below, and the recapture rules under Section 108(e)(7) of the Tax Code, any such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the New Common Stock for more than one year as of the date of disposition. Under the Section 108(e)(7) recapture rules, a U.S. Holder may be required to treat gain recognized on the taxable disposition of the New Common Stock as ordinary income if the U.S. Holder took a bad debt deduction with respect to its Claims. U.S. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. There are limitations on the deduction of capital losses by both corporate and noncorporate taxpayers.

4. *U.S. Holders of Other Claims and Equity Interests.*

All Claims other than the First Lien Lender Claims and any Claim not otherwise subject to discharge under the Plan shall be deemed discharged. In addition, the Plan provides that, on the Effective Date, holders of the Equity Interests in TER, holders of the Equity Interests in TER Holdings, and holders of the Subsidiary Equity Interests shall have their respective Equity Interests cancelled. The U.S. Holders of discharged Claims or cancelled Equity Interests may be entitled to claim a worthless securities deduction in an amount equal to the U.S. Holder's adjusted basis in the Claim or Equity Interest. A worthless securities deduction is generally treated as a loss from the sale or exchange of a capital asset. U.S. Holders should consult their own tax advisers as to the appropriate tax year in which to claim a worthless securities deduction.

5. *Other Considerations.*

Accrued Interest. To the extent a U.S. Holder of a Claim receives consideration that is attributable to unpaid accrued interest on such Claim, such U.S. Holder may be required to treat such consideration as a payment of interest. There is general uncertainty regarding the extent to which the receipt of Cash or other property should be treated as attributable to unpaid accrued interest. The Plan provides that consideration received in respect of a Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest (in contrast, for example, to a pro rata allocation of a portion of the consideration

received between principal and interest, or an allocation first to accrued but unpaid interest). *See* Section 6.10 of the Plan. The Service, however, could take a contrary position.

To the extent any property received pursuant to the Plan is considered attributable to unpaid accrued interest, a U.S. Holder will recognize ordinary income to the extent the value of the property exceeds the amount of unpaid accrued interest previously included in gross income by the U.S. Holder. A U.S. Holder's tax basis in such property should be equal to the amount of interest income treated as satisfied by the receipt of the property, and its holding period in the property should begin on the day after the Effective Date. A U.S. Holder generally will be entitled to recognize a loss to the extent any accrued interest previously included in its gross income is not paid in full. U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE EXTENT TO WHICH CONSIDERATION RECEIVED UNDER THE PLAN SHOULD BE TREATED AS ATTRIBUTABLE TO UNPAID ACCRUED INTEREST.

Market Discount. A U.S. Holder will be considered to have acquired a Claim at a market discount if its tax basis in the Claim immediately after acquisition is less than the sum of all amounts payable thereon (other than payments of qualified stated interest) after the acquisition date, subject to a statutorily-defined *de minimis* exception. Market discount generally accrues on a straight line basis from the acquisition date over the remaining term of the obligation or, at the U.S. Holder's election, under a constant yield method. A U.S. Holder that acquired a Claim at a market discount previously may have elected to include the market discount in income as it accrued over the term of the Claim.

A holder that acquires a debt instrument at a market discount generally is required to treat any gain realized on the disposition of the instrument as ordinary income to the extent of accrued market discount not previously included in gross income by the holder. However, special rules apply to the disposition of a market discount obligation in certain types of non-recognition transactions, such as an exchange under Section 721 of the Tax Code. Under these rules, a U.S. Holder that acquired a Claim at a market discount generally should not be required to recognize any accrued market discount as income at the time of the exchange. Rather, on a subsequent taxable disposition of the Membership Interest received in the exchange, any gain realized by the U.S. Holder on such a disposition will be ordinary income to extent market discount accrued on the Claim prior to the exchange.

Amortizable Bond Premium. Generally if a holder's initial tax basis in a debt instrument is greater than the sum of all amounts payable on the debt instrument (other than payments of qualified stated interest) after the acquisition date, the holder generally will be considered to have acquired the debt instrument with amortizable bond premium. A U.S. Holder that acquired a Claim at a premium may have elected to amortize the premium over the term of the Claim. A U.S. Holder that elected to amortize the bond premium on a Claim should have reduced its tax basis in the Claim by the amount of amortized bond premium used to offset interest income and may, in certain circumstances, be entitled to a deduction for any unamortized bond premium in the taxable year of the exchange.

6. *Backup Withholding and Information Reporting.*

A U.S. Holder may be subject to backup withholding at the applicable tax rate (currently 28%) with respect to payments of interest (including accruals of original issue discount) and any other reportable payments, possibly including amounts received pursuant to the Plan and payments of proceeds from the sale, retirement or other disposition of the New Common

Stock, unless such U.S. Holder (x) is a corporation or comes within certain other exempt categories and, when required, demonstrates this fact or (y) provides a correct taxpayer identification number ("***TIN***") on Service Form W-9 (or a suitable substitute form), certifies as to no loss of exemption from backup withholding and complies with applicable requirements of the backup withholding rules. An otherwise exempt U.S. Holder may be subject to backup withholding if, among other things, the U.S. Holder (i) fails to properly report payments of interest and dividends or (ii) in certain circumstances, has failed to certify, under penalty of perjury, that such U.S. Holder has furnished a correct TIN. U.S. Holders that do not provide a correct TIN may also be subject to penalties imposed by the Service.

Backup withholding is not an additional tax. Rather, the amount of tax withheld will be credited against the U.S. federal income tax liability of persons subject to backup withholding. If withholding results in an overpayment of U.S. federal income taxes, a U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the Service.

The Reorganized Debtors (or their paying agent) may be obligated to provide information statements to the Service and to U.S. Holders who receive payments (except with respect to U.S. Holders that are exempt from the information reporting rules, such as corporations). Each U.S. Holder should consult its own tax advisor regarding its qualification for exemption from backup withholding and information reporting and the procedures for obtaining such exemption.

7. *Reportable Transactions.*

Treasury regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of certain thresholds. Each U.S. Holder is urged to consult its own tax advisor regarding these regulations and whether the transactions occurring pursuant to the Plan would be subject to these regulations and require disclosure on its tax return.

THE FOREGOING DISCUSSION OF CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF THE PLAN DESCRIBED HEREIN AND THE APPLICATION OF U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX LAWS.

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Conclusion

The Plan Proponents believe the Plan is in the best interests of all creditors and urges the holders of impaired claims in Class ~~3A-3J,~~3, Class ~~4A-4E,~~4, Class 5~~A-5J~~ and Class 11 to vote to accept the Plan and to evidence such acceptance by returning their Ballots.

Dated: ~~December 29,~~January 5, 2009

Respectfully submitted,

BEAL BANK (f/k/a BEAL BANK, S.S.B.), in its capacity as Administrative Agent under the First Lien Credit Agreement
BEAL BANK NEVADA
ICAHN PARTNERS LP
ICAHN PARTNERS MASTER FUND LP
ICAHN PARTNERS MASTER FUND II LP
ICAHN PARTNERS MASTER FUND III LP

By: BEAL BANK (F/K/A BEAL BANK, S.S.B.), in its capacity as Administrative Agent under the First Lien Credit Agreement

By:_____
Name: Jacob C Cherner
Title: Authorized Signatory

By: Beal Bank Nevada

By:_____
Name: Jacob C Cherner
Title: Authorized Signatory

By: Icahn Partners LP

By:_____
Name:
Title:

By: Icahn Partners Master Fund LP

By:_____
Name:
Title:

By: Icahn Partners Master Fund II LP

By:_____
Name:
Title:

By: Icahn Partners Master Fund III LP

By:_____
Name:
Title:

EXHIBITS AND SCHEDULES

TO THE DISCLOSURE STATEMENT

Document comparison done by Workshare DeltaView on Tuesday, January 05, 2010 5:05:46 PM

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