

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

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

McCARTER & ENGLISH, LLP

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Proposed Counsel for Debtors and Debtors in Possession

- and -

WEIL, GOTSHAL & MANGES LLP

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Telephone: (212) 310-8000/Facsimile: (212) 310-8007

Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

TCI 2 HOLDINGS, LLC, et al.,
Debtors.

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

Recommended Local Form: Followed Modified

**CERTIFICATION OF BLANK ROME LLP (TAX COUNSEL) IN SUPPORT OF APPLICATION
FOR RETENTION OF NON-BANKRUPTCY LEGAL
PROFESSIONAL NUNC PRO TUNC TO THE PETITION DATE**

I, **Robert P. Harrill, Jr.**, being of full age, certify as follows:

1. I am seeking authorization for retention of **Blank Rome LLP** as: Special Tax Counsel to the Debtors
2. My professional credentials include: University of Pittsburgh School of Law, JD, 1996, University of Notre Dame, BBA in Finance, 1993
3. I am a member of or associated with the firm of: Blank Rome LLP

4. Subject to the detailed description in and the specific terms of the engagement letters attached as **Exhibit A** hereto (if any), the professional services to be rendered are as follows:

Representation of the Debtors in New Jersey Sales Tax Matters

5. Subject to the specific terms of the engagement letters attached as **Exhibit A** hereto (if any), the proposed arrangement for compensation, including hourly rates, if applicable, is as follows:

Contingency billing of 25% for services rendered in connection with three cases currently pending at the New Jersey Tax Court (Docket #s 008825-2006, 008826-2006 and 008827-2006) and contingency billing of 33.33% for services rendered in connection with three sales tax cases currently pending at the Conference & Appeals Branch of the New Jersey Division of Taxation and any subsequent cases filed on the same issue while those matters remain unresolved. It is hereby affirmed that Blank Rome LLP will be bound by the terms and conditions of the Order Pursuant to Sections 327(e), 328, 330 and 331 of the Bankruptcy Code Authorizing the Form of Retention Applications and Procedure for Payment of Fees for Non-Bankruptcy Legal Professionals dated April 7, 2009 [Docket 186] with respect to, among other things, payment of compensation, subject to the additional terms and provisions set forth in the Order authorizing the Debtors to retain Blank Rome LLP as special tax counsel including, without limitation, the terms of the contingency fee arrangement authorized therein. In light of the commission or contingency basis of the proposed fee arrangement, the Applicant respectfully requests that the above Legal Professional not be required to file monthly statements in the detail provided in Paragraph 6 of the Order dated April 7, 2009 but, rather, such Legal Professional shall only be required to submit statements in such detail as is consistent with the proposed fee arrangement and that such Legal Professional shall only be reflected on Monthly Summary Statements in the month for which compensation is sought. Likewise, the Legal Professional shall only be included on periodic fee applications for periods during which payments have been received by the Legal Professional and only in such detail as is consistent with the proposed fee arrangement.

6. **Blank Rome LLP** has conducted a conflict search on the entities identified on the list attached as **Exhibit B** hereto and based on such conflict search to the best of my knowledge, after reasonable and diligent investigation, the connections of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, are as follows::

None

Describe Connection: I am aware that Blank Rome LLP represents Hess Corporation, WMS Gaming Inc., Clear Channel Outdoors, Inc., Horizon Blue Cross Blue Shield, U.S. Bank N.A., and Morgan Stanley & Co., Inc., in matters wholly unrelated to these bankruptcy proceedings. Blank Rome LLP acknowledges that during these chapter 11 cases it shall not represent such parties in interest in any matters adverse to the Debtors.

7. **Blank Rome LLP** has conducted a conflict search as on the entities identified on the list attached as **Exhibit B** hereto and based on such conflict search to the best of my knowledge, my firm, its

members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

- do not hold an adverse interest to the estate.
- do not represent an adverse interest to the estate.
- are disinterested under 11 U.S.C. § 101(14).
- do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(e).

8. If the professional is an auctioneer,

a. A surety bond in accordance with D.N.J. LBR 2014-1(B)(2) is attached.

Yes No

b. My qualifications and previous experience as an auctioneer include: _____

c. Have you or any member of your firm ever been convicted of any criminal offense, other than motor vehicle violations? Yes No

If yes, explain: _____

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

10. The exhibits attached hereto are as follows:

Exhibit A - Engagement Letters dated May 5, 2005 and May 26, 2006
Exhibit B - List for Conflict Search

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: April 29, 2009


ROBERT P. HARRILL, JR.

EXHIBIT A

ENGAGEMENT LETTER

EXHIBIT A

ENGAGEMENT LETTER



Phone: (202) 772-5850
Fax: (202) 572-1450
Email: blondman@blankrome.com

May 5, 2005

Mr. James L. Wright
Vice President of Finance
Trump Taj Mahal Administration
1000 Boardwalk at Virginia Ave.
Atlantic City, New Jersey 08401

Re: New Jersey Sales Tax Refunds

Dear Jim:

We look forward to representing Trump Marina Associates, LP, Trump Plaza Associates and Trump Taj Mahal Associates (collectively the "Trump Entities") in the pursuit of a refund of New Jersey Sales Tax that the Trump Entities paid in connection with the purchase of utility services in New Jersey (the "Tax Refunds"). We are pleased that you have selected us.

The terms of this engagement letter and the attached Addendum will govern our representation of you. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Addendum will apply to this matter and to other matters which we agree to undertake on your behalf. The terms of this engagement as provided in this letter and Addendum may only be modified in writing signed by a partner of our firm.

Our legal fees associated with this representation will include two components: a non-refundable flat fee component and a contingency component. The non-refundable flat fee component is \$10,000 and is payable upon execution of this engagement letter. This component of our fee will, of course, be applied as a credit against the first \$10,000 due under the contingency component of our fee. In addition to the flat fee component of our fee, you agree to pay to Blank Rome, as compensation for legal services rendered, an amount equal to one-third (1/3) of the total amount of the Tax Refunds obtained on behalf of the Trump Entities (including applicable tax and interest, and whether received in cash, applied as a credit or utilized to offset an assessment) for all tax periods for which Tax Refunds are available through the final resolution of the issue.

The balance of the contingency component of our fee is due upon the Trump Entities' receipt of our invoice, which we will not submit to you before the issuance of written

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Mr. James L. Wright
May 5, 2005
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confirmation from the State of New Jersey that it has determined to issue Tax Refunds to the Trump Entities.

In addition to the fees for services, Blank Rome will charge the Trump Entities for those disbursements and other charges incurred in performing services, as more particularly described in the Addendum. Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment. We are entitled to interest of 1% per month on all invoices that are not paid within thirty days.

If you have any questions concerning our billing and payment policies, please do not hesitate to contact me. If the foregoing is acceptable, please sign the enclosed copy of this letter as indicated below and return it to me. On behalf of Blank Rome, I thank you for the privilege of representing you and look forward to serving your interests.

Sincerely,

A handwritten signature in black ink that reads "Mark Blondman".

MARK BLONDMAN

ACKNOWLEDGED AND AGREED

Trump Taj Mahal Administration

By: _____

Name: _____

Title: _____

A handwritten signature in black ink that reads "R. Pickler".

R. Pickler

Exec. V.P.



Mr. James L. Wright
May 5, 2005
Page 3

ADDENDUM TO ENGAGEMENT LETTER

The policies and practices set forth below apply to our engagement as your counsel:

1. Scope of Representation

If our engagement is limited to a specific matter or transaction, and we are not engaged to represent you in other matters, our attorney-client relationship will terminate upon the completion of our services with respect to such matter or transaction whether or not we send you a letter to confirm the termination of our representation.

2. Fees

Hourly rates are subject to periodic review and adjustment. Unless otherwise agreed by us in writing our fees will be based on the hourly rates in effect at the time the services are rendered.

Although we may from time to time for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly agreed to by us in writing. Furthermore, unless specifically agreed to by us in writing, your obligation to pay our fees and costs incurred in connection with the representation is not contingent upon our achieving any particular result.

Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

3. Disbursements and Other Charges

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge may exceed our costs. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.



Mr. James L. Wright
May 5, 2005
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4. Conflicts of Interest

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for a consent.

5. Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

6. Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents and send the balance of the file on that matter to an offsite facility for storage at our expense, unless a client requests us to deliver the files to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only five years and to destroy all older files to the extent practicable; provided that estate planning files and trademark and patent files are retained, and we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.



Mr. James L. Wright
May 5, 2005
Page 5

7. Electronic Mail and Other Communications

In the course of our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

8. Insurance

You agree to determine whether any insurance coverage is or may be available with respect to the subject matter of the engagement and to provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.



Phone: 215-569-5476
Fax: 215-832-5476
Email: semes@blankrome.com

May 26, 2006

Dale R. Black
Executive Vice President, Chief Financial Officer
Trump Entertainment Resorts
1000 Boardwalk
Atlantic City, NJ 08401

Re: New Jersey Sales Tax Refunds – Phase II

Dear Dale:

This letter follows up the conversations I have had with Jim Wright and confirms that we agree to and look forward to representing Trump Marina Associates, LP, Trump Plaza Associates and Trump Taj Mahal Associates (collectively the "Trump Entities") in the pursuit of refunds of New Jersey Sales Tax against the State of New Jersey that the Trump Entities paid in connection with the purchase of utility services in New Jersey (the "Tax Refunds") for periods prior to April 1, 2001. We are pleased that you have selected us.

The terms of this engagement letter and the attached Addendum will govern our representation of you. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Addendum will apply to this matter and to other matters which we agree to undertake on your behalf. The terms of this engagement as provided in this letter and Addendum may only be modified in writing signed by a partner of our firm.

Our legal fees associated with this representation will be based upon a contingency pursuant to which you agree to pay to Blank Rome, as compensation for legal services rendered, an amount equal to one-quarter (25%) of the total amount of the Tax Refunds obtained on behalf of the Trump Entities (including applicable tax and interest, and whether received in cash, applied as a credit or utilized to offset an assessment) for all tax periods prior to April 1, 2001. Nothing in the letter alters the terms of our engagement letter dated May 5, 2005 with respect to any refunds related to periods subsequent to April 1, 2001, which we are continuing to pursue on behalf of the Trump Entities.

The contingency fee is due upon the Trump Entities' receipt of our invoice, which we will not submit to you before the issuance of written confirmation from the State of New Jersey that it has determined to issue Tax Refunds to the Trump Entities.

One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6998

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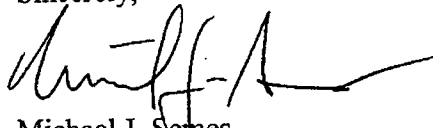


Dale R. Black
May 26, 2006
Page 2

In addition to the fees for services, Blank Rome will charge the Trump Entities for those disbursements and other charges incurred in performing services, as more particularly described in the Addendum. Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment. We are entitled to interest of 1% per month on all invoices that are not paid within thirty days.

If you have any questions concerning our billing and payment policies, please do not hesitate to contact me. If the foregoing is acceptable, please sign the enclosed copy of this letter as indicated below and return it to me. On behalf of Blank Rome, I thank you for the privilege of representing you and look forward to serving your interests.

Sincerely,



Michael J. Semes

Enclosure

ACKNOWLEDGED AND AGREED

**Trump Marina Associates, LP
Trump Plaza Associates
Trump Taj Mahal Associates**

By: Dale R Black
Name:
Title:

cc: James L. Wright
Robert M. Pickus, Esquire
Robert P. Harrill, Esquire
Mark Blondman, Esquire

ADDENDUM TO ENGAGEMENT LETTER

The policies and practices set forth below apply to our engagement as your counsel:

1. Scope of Representation

Unless otherwise agreed to in writing or we specifically undertake such additional representation at your request, we represent only the client named in the engagement letter and not its affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments or divisions. If our engagement is limited to a specific matter or transaction, and we are not engaged to represent you in other matters, our attorney-client relationship will terminate upon the completion of our services with respect to such matter or transaction whether or not we send you a letter to confirm the termination of our representation.

2. Fees

Hourly rates are subject to periodic review and adjustment. Unless otherwise agreed by us in writing our fees will be based on the hourly rates in effect at the time the services are rendered.

Although we may from time to time for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly agreed to by us in writing. Furthermore, unless specifically agreed to by us in writing, your obligation to pay our fees and costs incurred in connection with the representation is not contingent upon our achieving any particular result.

Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

3. Disbursements and Other Charges

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge may exceed our costs. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

4. Conflicts of Interest

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former

clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for a consent.

5. Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

6. Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents and send the balance of the file on that matter to an offsite facility for storage at our expense, unless a client requests us to deliver the files to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only five years and to destroy all older files to the extent practicable; provided that estate planning files and trademark and patent files are retained, and we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

7. Electronic Mail and Other Communications

In the course of our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

8. Insurance

You agree to determine whether any insurance coverage is or may be available with respect to the subject matter of the engagement and to provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.

9. Written Advices Regarding Federal Tax Issues.

Whenever we provide you with written advice concerning the Federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer of property, or the value of property for Federal tax purposes, we are subject to stringent requirements imposed by the United States Treasury Department on all tax practitioners, including attorneys. These rules cover much more than formal legal opinions and may apply to any writing relating to any Internal Revenue Code matter, including communications via e-mail and fax. *If we fail to comply with these rules, we may (under certain circumstances) be suspended or disbarred from practice before the Internal Revenue Service, be publicly censured or fined (to the extent that the Secretary of Treasury promulgates regulations requiring any such fines or penalties).* Therefore, if during the course of this engagement, we provide written advice regarding any arrangement the principal purpose of which is the avoidance or evasion of any tax imposed by the Internal Revenue Code, such writing must comply with the rigorous standards of review and disclosure (including enhanced factual and legal due diligence) which are now required by the Treasury Department. If tax avoidance is not the principal purpose of an arrangement but is a significant purpose, our written advice must also adhere to the same rules, unless we include a prominent disclosure stating that the writing was not intended or written by us to be used, and it cannot be used by you or anyone else for the purpose of avoiding taxpayer penalties. It is for this reason that certain written communications to you, including emails and faxes, will contain the following disclosure statement: **“Any Federal tax advice contained herein is not intended or written to be used, and cannot be used by you or any other person, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Code. This disclosure is made in accordance with the rules of Treasury Department Circular 230 governing standards of practice before the Internal Revenue Service. Any written statement contained herein relating to any Federal tax transaction or matter may not be used by any person without our express prior written permission to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed herein. No advice contained herein may be relied upon or utilized by any person for any purpose except as expressly and affirmatively stated herein without the prior written consent in each instance of a partner of this firm.”**

EXHIBIT B

LIST FOR CONFLICT SEARCH

Debtors and Affiliates

TCI 2 Holdings, LLC
Trump Plaza Associates, LLC
Trump Marina Associates, LLC
Trump Entertainment Resorts Development, LLC
Trump Entertainment Resorts Funding, Inc.
Trump Entertainment Resorts Holdings, L.P.
Trump Entertainment Resorts, Inc.
Trump Taj Mahal Associates, LLC
TER Management Co., LLC
TER Development Co., LLC
TER Keystone Development Co., LLC

20 Largest Unsecured Creditors

Accents / KF Investments
AGILYSYS NV LLC
Amerihealth Casualty Services
Atlantic City Linen Supply Inc.
Atlantic Limousine Inc.
Bally Gaming Inc.
Bovis Lend Lease, Inc.
Casino Control Fund
Clear Channel Outdoor, Inc.
Conner Strong Companies Inc.
Harco Industries Inc. USA
Hess Corporation
Horizon Blue Cross Blue Shield
IGT
MTM Sales Corp.
Otis Elevator Co.
Sysco Food Services of Phila LLC
Thermal Energy Limited 1
U.S. Bank National Association
WMS Gaming Inc.

Secured Creditors

Beal Bank, S.S. B.
Beal Bank, Nevada
U.S. Bank National Association, as Noteholder Collateral Agent

Bankruptcy Professionals

McCarter & English, LLP
Weil Gotshal & Manges
Ernst & Young
Foley & Lardner
Lazard Freres

Other Parties-in-Interest

Morgan Stanley & Co., Inc.
Franklin Mutual Advisors
Sam Chang
Prides Capital Partners
ACE Entertainment Holdings f/k/a Trump Casinos Inc.
Donald J. Trump
Barclays Global Investors