

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

In re:

TRUMP ENTERTAINMENT RESORTS, INC.,
et al.,

Debtors.¹

Chapter 11

Case No. 14-12103 (KG)

(Jointly Administered)

Nathan A. Schultz, as Distribution Trustee of the
TER Trust,

Plaintiff,

vs.

Atlantic City Electric Company,

Defendant.

Adv. No. **Refer to Summons**

**COMPLAINT TO AVOID AND RECOVER TRANSFERS PURSUANT TO 11 U.S.C. §§
547, 548, 549 AND 550 AND TO DISALLOW CLAIMS PURSUANT TO 11 U.S.C. § 502**

Nathan A. Schultz, as Distribution Trustee of the TER Trust (the “Trustee” or “Plaintiff”), by and through his undersigned counsel, files this complaint (the “Complaint”) to avoid and recover transfers against Atlantic City Electric Company (the “Defendant”) and to disallow any claims held by Defendant. In support of this Complaint, Plaintiff alleges upon information and belief that:

NATURE OF THE CASE

1. Plaintiff seeks to avoid and recover from Defendant, or from any other person or entity for whose benefit the transfers were made, all preferential transfers of property that

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

occurred during the ninety (90) day period prior to the commencement of the bankruptcy proceedings of Trump Entertainment Resorts, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”)² pursuant to sections 547 and 550 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Subject to proof, Plaintiff also seeks to avoid and recover from Defendant or any other person or entity for whose benefit transfers were made pursuant to sections 548 and 550 of the Bankruptcy Code any transfers that may have been fraudulent conveyances. Plaintiff also seeks to avoid and recover from Defendant or any other person or entity for whose benefit transfers were made pursuant to sections 549 and 550 of the Bankruptcy Code any transfers that were made after the Debtors commenced their bankruptcy cases and which transfers were not authorized by the Bankruptcy Code or this Court.

2. In addition, Plaintiff seeks to disallow, pursuant to sections 502(d) and (j) of the Bankruptcy Code, any claim that Defendant has filed or asserted against the Debtors or that has been scheduled for Defendant. Plaintiff does not waive but hereby reserves all of his rights and the rights of the Debtors to object to any such claim for any reason, including, but not limited to, any reason set forth in sections 502(a) through (j) of the Bankruptcy Code.

JURISDICTION AND VENUE

3. This court has subject matter jurisdiction over this adversary proceeding, which arises under title 11, arises in, and relates to cases under title 11, in the United States Bankruptcy Court for the District of Delaware (the “Court”), captioned *In re Trump Entertainment Resorts, Inc., et al.*, Case No. 14-12103 (KG), pursuant to 28 U.S.C. §§ 157 and 1334(b).

² The “Debtors” are all entities listed in footnote 1.

4. The statutory and legal predicates for the relief sought herein are sections 502, 547, 548, 549 and 550 of the Bankruptcy Code and Rules 3007 and 7001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

5. This adversary proceeding is a “core” proceeding to be heard and determined by the Court pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter final orders for matters contained herein.

6. Venue is proper in the District of Delaware pursuant to 28 U.S.C. § 1409.

7. Pursuant to Local Bankruptcy Rule 7008-1, Plaintiff states that he does consent to the entry of final orders or judgments by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

PROCEDURAL BACKGROUND

8. On September 9, 2014 (the “Petition Date”) the Debtors each commenced a case by filing a voluntary petition for relief in this Court under chapter 11 of the Bankruptcy Code.

9. On September 10, 2014, the Court entered an order authorizing the joint administration of the chapter 11 cases for procedural purposes pursuant to Bankruptcy Rule 1015(b) [D.I. 42].³

10. On October 2, 2015, this Court entered an order confirming the *Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code as Modified* (the “Confirmation Order” and “Plan,” respectively). [D.I. 1123].

11. The effective date of the Plan (the “Effective Date”) occurred on February 26, 2016. [D.I. 1902]. In accordance with the Plan and Confirmation Order, the TER Trust (the

³ All docket items referenced are from Case No. 14-12103, under which the Debtors’ bankruptcy cases are jointly administered.

“Trust”) was established effective on the Effective Date of the Plan, and the Debtors and the Trustee entered into that certain Distribution Trust Agreement.

12. Pursuant to Article VII, Section 7.11 of the Plan, on the Effective Date, the Distribution Trust Assets,⁴ including Avoidance Actions and other causes of action arising under chapter 5 of the Bankruptcy Code, were transferred to the Trust. [D.I. 1123-1].

13. Pursuant to Article VI, Section 5.4 of the Plan and Article II of the *Disclosure Statement for Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”),⁵ General Unsecured Claims comprise an impaired class of creditors and are not expected to be paid in full.

THE PARTIES

14. Pursuant to the Plan, Confirmation Order, and the Distribution Trust Agreement, the Trustee was appointed to administer the Trust. Plaintiff is authorized and has standing, among other things, to maintain, prosecute, settle, dismiss, abandon, or otherwise dispose of this avoidance action.

15. Upon information and belief, Defendant was, at all relevant times, a vendor or creditor that engaged in the transmission, distribution and supply of electricity to residential, commercial and industrial customers in southern New Jersey to or for the Debtors. Upon further information and belief, at all relevant times, Defendant’s principal place of business is located at 500 N. Wakefield Drive, 2nd Floor, Newark, DE 19702. Plaintiff is informed and believes and on that basis alleges that Defendant is a corporation residing in and subject to the laws of the State of New Jersey.

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and Confirmation Order.

⁵ D.I. 840-1.

FACTUAL BACKGROUND

16. As more fully discussed in the *Declaration of Robert Griffin in Support of Debtors' Chapter 11 Petitions and First-Day Motions and Applications*⁶ and the Disclosure Statement, as of the Petition Date, the Debtors owned and operated two casino hotels located in Atlantic City, New Jersey: the Trump Taj Mahal Casino Resort (the "Taj Mahal") and the Trump Plaza Hotel (the "Plaza"). The Taj Mahal is located on the northern end of Atlantic City's boardwalk and contained over 2,000 hotel rooms, 162,000 square feet of gaming space, and an approximate 20,000 square foot entertainment complex known as the Xanadu Theater, among other amenities. The Plaza is located at the center of the boardwalk and contained over 900 hotel rooms, 87,000 square feet of gaming space, as well as conference space and other amenities. Debtor Trump Entertainment Resorts, Inc. ("TER") was the ultimate parent of the Debtors, and held a 99% interest in Debtor Trump Entertainment Resort Holdings, L.P. ("TER Holdings"). The remaining 1% of TER Holdings was held by Debtor TERH LP Inc. TER Holdings, in turn, held 100% equity interests in the subsidiaries of the Debtors, including: Trump Plaza Associates, LLC ("Plaza Associates"); Trump Taj Mahal Associates, LLC ("Taj Associates"); Trump Marina Associates, LLC ("Marina Associates"); Trump Entertainment Resorts Development Company, LLC; and TER Development Co., LLC.

17. Prior to the Petition Date, the Debtors, as casino, gaming, and hotel operators, maintained business relationships with various business entities, through which the Debtors regularly purchased, sold, received, and/or delivered goods and services.

18. As casino, gaming, and hotel operators, the Debtors regularly purchased goods from various entities including vendors, creditors, suppliers and distributors. The Debtors also regularly paid for services used to facilitate their business.

⁶ D.I. 2.

19. The Debtors' financial difficulties that led to the decision to file the Bankruptcy Case are attributable to a combination of factors, all of which placed significant stress on the Debtors' liquidity position in the months leading up to the Petition Date. These factors included, among other things: (i) the Debtors' inability to reduce their highly-leveraged position; (ii) a significant contraction in the Atlantic City gaming market since 2010, with additional competition leading to over-supply and decreased revenues in the overall gaming market; (iii) the lasting effects of Superstorm Sandy; (iv) disappointing online gaming results; and (v) declining performance, with significant EBITDA declines since the Debtors' emergence from previous bankruptcies.

20. As of the Petition Date, the Debtors utilized a cash management system (the "Cash Management System") for the collection, concentration, management, and disbursement of funds in the Debtors' business. As of the Petition Date, the Cash Management System consisted of several bank accounts, including: operating accounts, payroll accounts, casino accounts, hotel accounts, and disbursement accounts, which were maintained at TD Bank, N.A. ("TD Bank"), U.S. Bank, Credit Suisse First Boston ("CSFB"), and Bank of America Merrill Lynch ("BofA," and collectively, the "Banks") [See D.I. No. 10].

21. Among these bank accounts, disbursement to vendors were made from the following accounts: an account ending 8880 held at TD Bank by TER; an account ending 7220 held at TD Bank by TER; an account ending 9619 held at TD Bank by Marina Associates; an account ending 3530 held at BofA by Plaza Associates; an account ending 9502 held at TD Bank by Plaza Associates; an account ending 9437 held at TD Bank by Plaza Associates; an account ending 9379 held at TD Bank by Taj Associates; an account ending 3585 held at BofA by Taj Associates; an account ending 9635 held at TD Bank by Taj Associates; and an account

ending 1998 held at TD Bank by Taj Associates (the "1998 Account," and collectively, the "Disbursement Accounts"). The 1998 Account was used to pay debt incurred by Taj Associates, Plaza Associates, and Marina Associates. In each instance, the Debtor incurring the debt directed, caused, and was the ultimate Debtor Transferor of the payments issuing from the 1998 Account. This is because the 1998 Account was funded weekly by each incurring Debtor in the specific amounts needed to cover the specific checks written for its debt. The payments were made on checks which had the name of the Debtor incurring the debt stamped on the check and such payment was paid for by the incurring Debtor funding the account.

22. The Debtors drew upon the Disbursement Accounts to pay for their operational costs, including to pay their vendors, suppliers, distributors, and other creditors, including Defendant.

23. During the ninety (90) days before the Petition Date, that is between June 11, 2014, and September 9, 2014 (the "Preference Period"), the Debtors continued to operate their business affairs, including the transfer of property, either by checks, cashier checks, wire transfers, ACH transfers, direct deposits or otherwise to various entities.

24. Upon information and belief, during the course of their relationship, the Defendant and one or more of the Debtors entered into agreements, which are evidenced by invoices, communications and other documents (collectively, the "Agreements"). The Agreements concerned and related to the goods and/or services provided by Defendant or the debt otherwise incurred by one or more of the Debtors to the Defendant as described in the "Parties" section of this Complaint. The details of each of the transfers under the Agreements made during the Preference Period are set forth on the Statement of Account, which is attached

hereto and incorporated by reference as Exhibit A. Such details include “Invoice Number,” “Invoice Date,” and “Invoice Amount.”

25. Defendant conducted business with one or more of the Debtors through and including the Petition Date pursuant to the Agreements or otherwise held a debt owed by one or more of the Debtors.

26. As identified in the Agreements identified on Exhibit A, one or more of the Debtors purchased goods and/or services from Defendant.

27. Plaintiff has completed an analysis of all readily available information of the Debtors and is seeking to avoid all of the transfers of an interest of the Debtors’ property made by the applicable Debtor(s) to Defendant within the Preference Period.

28. Plaintiff has determined that one or more of the Debtors made transfer(s) of an interest of the Debtors’ property to or for the benefit of Defendant during the Preference Period through payments aggregating to an amount not less than \$3,323,033.32 (the “Transfer” or “Transfers”). The details of each Transfer are set forth on Exhibit A attached hereto and incorporated by reference. Such details include “Check Number,” “Check Amount,” “Check Clear Date,” and “Debtor Transferor(s).” Additionally, to the extent there are any transfers that cleared the Disbursement Account(s) after the Petition Date (the “Post-Petition Transfers”), such amounts are listed on Exhibit A and incorporated herein by reference.

29. During the course of this proceeding, Plaintiff may learn (through discovery or otherwise) of additional transfers made to Defendant during the Preference Period. It is Plaintiff’s intention to avoid and recover all transfers made by the Debtors of an interest of the Debtors in property and to or for the benefit of Defendant or any other transferee. Plaintiff reserves its right to amend this original Complaint to include: (i) further information regarding

the Transfer(s), (ii) additional transfers, (iii) modifications of and/or revision to Defendant's name, (iv) additional defendants, and/or (v) additional causes of action authorized by the Plan, if applicable (collectively, the "Amendments"), that may become known to Plaintiff at any time during this adversary proceeding, through formal discovery or otherwise, and for the Amendments to relate back to this original Complaint.

30. Plaintiff acknowledges that some of the Transfers might be subject to defenses under Bankruptcy Code section 547(c), for which Defendant bears the burden of proof under Section 547(g).

CLAIMS FOR RELIEF

COUNT I

(Avoidance of Preference Period Transfers – 11 U.S.C. § 547)

31. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

32. As more particularly described on Exhibit A attached hereto and incorporated herein, during the Preference Period, Debtor Trump Taj Mahal Associates, LLC made Transfers to or for the benefit of Defendant in an aggregate amount not less than \$2,524,236.47.

33. Each Transfer was made from one or more of the Disbursement Accounts described *supra*, and constituted transfers of an interest in property of the Debtor Trump Taj Mahal Associates, LLC as identified on Exhibit A.

34. Defendant was a creditor at the time of each Transfer by virtue of supplying Debtor Trump Taj Mahal Associates, LLC goods and/or services identified in this Complaint and in the Agreements, as more fully set forth on Exhibit A hereto, for which Debtor Trump Taj Mahal Associates, LLC was obligated to pay following delivery in accordance with the Agreements or by virtue of otherwise holding a debt owed by Trump Taj Mahal Associates, LLC.

35. Each Transfer was to or for the benefit of a creditor within the meaning of 11 U.S.C. § 547(b)(1) because each Transfer either reduced or fully satisfied a debt or debts then owed by Debtor Trump Taj Mahal Associates, LLC.

36. Each Transfer was made for, or on account of, an antecedent debt or debts owed by Debtor Trump Taj Mahal Associates, LLC to Defendant before such Transfers were made, as asserted by Defendant and memorialized in the Agreements, each of which constituted a “debt” or “claim” (as those terms are defined in the Bankruptcy Code) of Defendant prior to being paid by Debtor Trump Taj Mahal Associates, LLC as set forth on Exhibit A hereto.

37. Each Transfer was made while the Debtors were insolvent. Plaintiff is entitled to the presumption of insolvency for each Transfer made during the Preference Period pursuant to 11 U.S.C. § 547(f).

38. Each Transfer was made during the Preference Period, as set forth on Exhibit A.

39. As a result of each Transfer, Defendant received more than Defendant would have received if: (i) the Debtors’ case were under chapter 7 of the Bankruptcy Code; (ii) the Transfers had not been made; and (iii) Defendant received payments of its debts under the provisions of the Bankruptcy Code. As evidenced by the Debtors’ schedules filed in the underlying bankruptcy case as well as the proofs of claim that have been received to date, the Debtors’ liabilities exceed their assets to the point that unsecured creditors will not receive a full payout of their claims from the Debtors’ bankruptcy estates.

40. In accordance with the foregoing, each Transfer is avoidable pursuant to 11 U.S.C. § 547(b).

COUNT II
(Avoidance of Preference Period Transfers – 11 U.S.C. § 547)

41. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

42. As more particularly described on Exhibit A attached hereto and incorporated herein, during the Preference Period, Debtor Trump Plaza Associates, LLC made Transfers to or for the benefit of Defendant in an aggregate amount not less than \$798,796.85.

43. Each Transfer was made from one or more of the Disbursement Accounts described *supra*, and constituted transfers of an interest in property of the Debtor Trump Plaza Associates, LLC as identified on Exhibit A.

44. Defendant was a creditor at the time of each Transfer by virtue of supplying Debtor Trump Plaza Associates, LLC goods and/or services identified in this Complaint and in the Agreements, as more fully set forth on Exhibit A hereto, for which Debtor Trump Plaza Associates, LLC was obligated to pay following delivery in accordance with the Agreements, or by virtue of otherwise holding a debt owed by Trump Plaza Associates, LLC.

45. Each Transfer was to or for the benefit of a creditor within the meaning of 11 U.S.C. § 547(b)(1) because each Transfer either reduced or fully satisfied a debt or debts then owed by Debtor Trump Plaza Associates, LLC.

46. Each Transfer was made for, or on account of, an antecedent debt or debts owed by Debtor Trump Plaza Associates, LLC to Defendant before such Transfers were made, as asserted by Defendant and memorialized in the Agreements, each of which constituted a “debt” or “claim” (as those terms are defined in the Bankruptcy Code) of Defendant prior to being paid by Debtor Trump Plaza Associates, LLC as set forth on Exhibit A hereto.

47. Each Transfer was made while the Debtors were insolvent. Plaintiff is entitled to the presumption of insolvency for each Transfer made during the Preference Period pursuant to 11 U.S.C. § 547(f).

48. Each Transfer was made during the Preference Period, as set forth on Exhibit A.

49. As a result of each Transfer, Defendant received more than Defendant would have received if: (i) the Debtors' case were under chapter 7 of the Bankruptcy Code; (ii) the Transfers had not been made; and (iii) Defendant received payments of its debts under the provisions of the Bankruptcy Code. As evidenced by the Debtors' schedules filed in the underlying bankruptcy case as well as the proofs of claim that have been received to date, the Debtors' liabilities exceed their assets to the point that unsecured creditors will not receive a full payout of their claims from the Debtors' bankruptcy estates.

50. In accordance with the foregoing, each Transfer is avoidable pursuant to 11 U.S.C. § 547(b).

COUNT III
(Avoidance of Fraudulent Conveyances – 11 U.S.C. § 548(a)(1)(B))

51. Plaintiff hereby incorporates all previous allegations as though fully set forth herein.

52. To the extent one or more of the Transfers identified on Exhibit A was not made on account of an antecedent debt, or was a prepayment for goods and/or services subsequently received, or was a transfer made by one Debtor without a corresponding transfer into the payment account by the Debtor incurring the debt, Plaintiff pleads in the alternative that the Debtor(s) making such transfer(s) did not receive reasonably equivalent value in exchange for such transfer(s) (the "Potentially Fraudulent Transfers"); and

A. The Debtors were insolvent as of the date of the Transfer(s), or became insolvent as a result of the Transfer(s); or

B. The Debtors were engaged, or about to engage, in business or a transaction for which any property remaining with the Debtors or for whose benefit the Transfer(s) was made was an unreasonably small capital; or

C. The Debtors intended to incur, or believed they would incur, debts beyond their ability to pay upon maturity.

53. Based upon the foregoing, the Potentially Fraudulent Transfers are avoidable pursuant to 11 U.S.C. § 548(a)(1)(B).

COUNT IV
(Avoidance of Unauthorized Post-Petition Transfers – 11 U.S.C. § 549)

54. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

55. To the extent any of the Transfer(s) identified on Exhibit A cleared the Bank Account(s) after the Petition Date, including any Post-Petition Transfers currently listed on Exhibit A, and such Transfers and were not authorized by the Court or the Bankruptcy Code, Plaintiff pleads in the alternative that such Post-Petition Transfers are avoidable pursuant to 11 U.S.C. § 549.

COUNT V
(Recovery of Avoided Transfers – 11 U.S.C. § 550)

56. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein, to the extent they are not inconsistent with allegations contained in this Count.

57. Plaintiff is entitled to avoid the Transfer(s) pursuant to 11 U.S.C. § 547(b), any Potentially Fraudulent Transfers pursuant to 11 U.S.C. § 548, and/or any Post-Petition Transfers pursuant to 11 U.S.C. § 549 (collectively, the “Avoidable Transfers”).

58. Defendant was the initial transferee of the Avoidable Transfer(s) or the immediate or mediate transferee of such initial transferee or the person for whose benefit the Avoidable Transfer(s) were made.

59. Pursuant to 11 U.S.C. § 550(a), Plaintiff is entitled to recover from Defendant the Avoidable Transfer(s), plus interest thereon to the date of payment and the costs of this action.

COUNT VI

(Disallowance of all Claims – 11 U.S.C. § 502(d) and (j))

60. Plaintiff incorporates all preceding paragraphs as if fully re-alleged herein.

61. Defendant is a transferee of transfers avoidable under sections 547, 548, and/or 549 of the Bankruptcy Code, which property is recoverable under section 550 of the Bankruptcy Code.

62. Defendant has not paid the amount of the Avoidable Transfer(s), or turned over such property, for which Defendant is liable under 11 U.S.C. § 550.

63. Pursuant to 11 U.S.C. § 502(d), any and all Claims of Defendant and/or its assignee, against the Debtors' chapter 11 estates or Plaintiff must be disallowed until such time as Defendant pays to Plaintiff an amount equal to the aggregate amount of the Avoidable Transfer(s), plus interest thereon and costs.

64. Pursuant to 11 U.S.C. § 502(j), any and all Claims of Defendant, and/or its assignee, against the Debtors' chapter 11 estates or Plaintiff previously allowed by the Debtors or by Plaintiff, must be reconsidered and disallowed until such time as Defendant pays to Plaintiff an amount equal to the aggregate amount of the Avoidable Transfer(s).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court grant him the following relief against Defendant:

- A. On Plaintiff's First, Second, Third, Fourth, and Fifth Claims for Relief, judgment in favor of Plaintiff and against Defendant, avoiding all of the Avoidable Transfers and directing Defendant to return to Plaintiff the amount of the Avoidable Transfers, pursuant to 11 U.S.C. §§ 547(b), 548, and/or 549 and 550(a), plus interest from the date of demand at the maximum legal rate and to the

fullest extent allowed by applicable law, together with the costs and expenses of this action including, without limitation, attorneys' fees;

- B. On Plaintiff's Sixth Claim for Relief, judgment in favor of Plaintiff and against Defendant disallowing any claims held or filed by Defendant against the Plaintiff until Defendant returns the Avoidable Transfers to Plaintiff pursuant to 11 U.S.C. § 502(d) and (j); and
- C. Granting Plaintiff such other and further relief as this Court may deem just and proper.

Dated: December 8, 2016

SULLIVAN HAZELTINE ALLINSON LLC

By: /s/ William D. Sullivan
William D. Sullivan, Esq. (Bar No. 2820)
901 N. Market St., Suite 1300
Wilmington, DE 19801
Telephone: (302) 428-8191
Facsimile: (302) 428-8195

-and-

Joseph L. Steinfeld, Jr., Esq., MN SBN 0266292
Kendra K. Bader, Esq., MN SBN 0391229
ASK LLP
2600 Eagan Woods Drive, Suite 400
St. Paul, MN 55121
Telephone: (651) 406-9665 ext. 870
Fax: (651) 406-9676
Email: kbader@askllp.com

-and-

Edward E. Neiger, Esq.
151 West 46th Street, 4th Fl.
New York, NY 10036
Telephone: (212) 267-7342
Fax: (212) 918-3427
*Counsel for Nathan A. Schultz, in his Capacity as
Distribution Trustee of the TER Trust*

Exhibit A



ATTORNEYS AT LAW

2600 Eagan Woods Dr, Suite 400
St. Paul, MN 55121
651-406-9665

151 West 46th Street, 4th Floor
New York, NY 10036
212-267-7342

Defendant: **Atlantic City Electric Company**
Bankruptcy Case: **Trump Entertainment Resorts, Inc. aka Trump Hotels & Casino Resorts, Inc.**
Preference Period: **Jun 11, 2014 - Sep 9, 2014**

Transfers During Preference Period and Post Petition

Debtor Transferor(s)	Debtor(s) Incurring Antecedent Debt	Check Number	Check Amt	Clear Date	Invoice Number	Invoice Date	Invoice Amt
Preference Period Transfer(s)							
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515198	\$8,954.76	6/12/2014	373342199990-1	5/27/2014	\$5.04
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515198	\$8,954.76	6/12/2014	373349199993-1	5/20/2014	\$8,137.70
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515198	\$8,954.76	6/12/2014	373350199999-1	5/27/2014	\$72.47
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515198	\$8,954.76	6/12/2014	373356899998-1	5/20/2014	\$733.26
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515198	\$8,954.76	6/12/2014	373341099993-1	5/27/2014	\$6.29
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	515614	\$1,000.00	6/17/2014	123201999869	6/13/2014	\$1,000.00
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515478	\$3,921.61	6/19/2014	373357699991-1	5/30/2014	\$3,921.61
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	515613	\$1,000.00	6/25/2014	368026299991	6/13/2014	\$1,000.00
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	515660	\$783,360.68	7/1/2014	373381199992-1	6/5/2014	\$71,716.20
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	515660	\$783,360.68	7/1/2014	373381499996-1	6/5/2014	\$661,528.69
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	515660	\$783,360.68	7/1/2014	373381799999-1	6/5/2014	\$50,115.79
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515839	\$250,161.93	7/2/2014	373379999999-1	6/4/2014	\$185,926.92
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515839	\$250,161.93	7/2/2014	373380699992-1	6/4/2014	\$27,390.00
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515839	\$250,161.93	7/2/2014	373378799994-1	6/4/2014	\$32,923.40
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	515839	\$250,161.93	7/2/2014	373357699991-2	6/6/2014	\$3,921.61
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	516228	\$2,044.51	7/14/2014	373346899991-1	6/25/2014	\$2,044.51
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516444	\$11,103.70	7/14/2014	373349199993-2	6/19/2014	\$7,505.30
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516444	\$11,103.70	7/14/2014	373350199999-2	6/24/2014	\$78.91
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516444	\$11,103.70	7/14/2014	373346499990-1	6/17/2014	\$459.47
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516444	\$11,103.70	7/14/2014	373342199990-2	6/25/2014	\$5.21
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516444	\$11,103.70	7/14/2014	373341099993-2	6/25/2014	\$6.51
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516444	\$11,103.70	7/14/2014	373339299993-1	6/17/2014	\$19.79

Atlantic City Electric Company (CTERATL01)

Bankruptcy Case: Trump Entertainment Resorts, Inc. aka Trump Hotels & Casino Resorts, Inc.

Aug 30, 2016

Exhibit A

P. 1

Debtor Transferor(s)	Debtor(s) Incurring Antecedent Debt	Check Number	Check Amt	Clear Date	Invoice Number	Invoice Date	Invoice Amt
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516444	\$11,103.70	7/14/2014	373356899998-2	6/19/2014	\$3,028.51
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516917	\$249,835.67	7/24/2014	373357699991-3	7/2/2014	\$4,206.08
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516917	\$249,835.67	7/24/2014	373378799994-2	7/4/2014	\$34,217.72
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516917	\$249,835.67	7/24/2014	373379999999-2	7/7/2014	\$184,955.24
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	516917	\$249,835.67	7/24/2014	373380699992-2	7/7/2014	\$26,456.63
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	517035	\$837,147.74	7/24/2014	373381799999-2	7/7/2014	\$46,726.36
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	517035	\$837,147.74	7/24/2014	373381499996-2	7/7/2014	\$720,377.26
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	517035	\$837,147.74	7/24/2014	373381199992-2	7/7/2014	\$70,044.12
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	517562	\$387.03	8/6/2014	373339299993-2	7/17/2014	\$26.43
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	517562	\$387.03	8/6/2014	373346499990-2	7/17/2014	\$360.60
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	517716	\$1,597.34	8/6/2014	373346899991-2	7/22/2014	\$1,597.34
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	517878	\$12,041.17	8/14/2014	373341099993-3	7/25/2014	\$6.94
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	517878	\$12,041.17	8/14/2014	373342199990-3	7/25/2014	\$5.56
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	517878	\$12,041.17	8/14/2014	373349199993-3	7/22/2014	\$8,182.07
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	517878	\$12,041.17	8/14/2014	373350199999-3	7/25/2014	\$83.40
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	517878	\$12,041.17	8/14/2014	373356899998-3	7/22/2014	\$3,763.20
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	518195	\$743.17	8/22/2014	373357699991-4	8/7/2014	\$743.17
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	518551	\$261,647.81	8/29/2014	373379999999-3	8/6/2014	\$196,599.80
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	518551	\$261,647.81	8/29/2014	373380699992-3	8/8/2014	\$28,106.85
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	518551	\$261,647.81	8/29/2014	373346499990-3	8/15/2014	\$326.82
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	518551	\$261,647.81	8/29/2014	373339299993-3	8/15/2014	\$20.24
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	518551	\$261,647.81	8/29/2014	373378799994-3	8/8/2014	\$36,594.10
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	518730	\$895,851.68	8/29/2014	373381199992-3	8/8/2014	\$74,042.38
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	518730	\$895,851.68	8/29/2014	373381499996-3	8/6/2014	\$774,450.38
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	518730	\$895,851.68	8/29/2014	373381799999-3	8/8/2014	\$47,358.92
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	519215	\$400.00	9/8/2014	SUNSHINE-2	9/3/2014	\$400.00
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	518896	\$1,448.52	9/9/2014	373346899991-3	8/18/2014	\$1,448.52

Atlantic City Electric Company (CTERATL01)

Bankruptcy Case: Trump Entertainment Resorts, Inc. aka Trump Hotels & Casino Resorts, Inc.

Aug 30, 2016

Exhibit A

P. 2

Debtor Transferor(s)	Debtor(s) Incurring Antecedent Debt	Check Number	Check Amt	Clear Date	Invoice Number	Invoice Date	Invoice Amt
Trump Taj Mahal Associates, LLC	Trump Taj Mahal Associates, LLC	519214	\$386.00	9/9/2014	SUNSHINE-1	8/29/2014	\$386.00

19 Preference Period transfer(s), \$3,323,033.32

Post Petition Transfer(s)							
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	522792	\$2,390.29	2/10/2015	55023237815-1	1/21/2015	\$6.77
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	522792	\$2,390.29	2/10/2015	409688799991-6	11/18/2014	\$6.08
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	522792	\$2,390.29	2/10/2015	409689199993-8	11/18/2014	\$4.88
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	522792	\$2,390.29	2/10/2015	409697799990-4	11/26/2014	\$1,608.89
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	522792	\$2,390.29	2/10/2015	409860999997-5	1/18/2014	\$82.51
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	522792	\$2,390.29	2/10/2015	55015909389-1	1/16/2015	\$547.13
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	522792	\$2,390.29	2/10/2015	55021971035-1	1/14/2015	\$76.76
Trump Plaza Associates, LLC*	Trump Plaza Associates, LLC	522792	\$2,390.29	2/10/2015	409640199991-3	11/10/2014	\$57.27

1 Post Petition transfer(s), \$2,390.29

Totals: 20 transfer(s), \$3,325,423.61

*As described in the Complaint, this Debtor is the ultimate transferor debtor.

In re TRUMP ENTERTAINMENT RESORTS, INC., <i>et al.</i> , <div style="text-align: right;">Debtor¹</div>	Chapter 11 Case No.: 14-12103 (KG) (Jointly Administered)
<hr/> Nathan A. Schulz, as Distribution Trustee of the TER Trust, <div style="text-align: right;">Plaintiff,</div> vs. Atlantic City Electric Company, <div style="text-align: right;">Defendant(s).</div>	Adv. No. Refer to Summons

NOTICE OF DISPUTE RESOLUTION ALTERNATIVES

As party to litigation you have a right to adjudication of your matter by a judge of this Court. Settlement of your case, however, can often produce a resolution more quickly than appearing before a judge. Additionally, settlement can also reduce the expense, inconvenience, and uncertainty of litigation.

There are dispute resolution structures, other than litigation, that can lead to resolving your case. Alternative Dispute Resolution (ADR) is offered through a program established by this Court. The use of these services are often productive and effective in settling disputes. The purpose of this Notice is to furnish general information about ADR.

The ADR structures used most often are mediation, early-neutral evaluation, mediation/arbitration and arbitration. In each, the process is presided over by an impartial third party, called the *A*neutral.@

In mediation and early neutral evaluation, an experienced neutral has no power to impose a settlement on you. It fosters an environment where offers can be discussed and exchanged. In the process, together, you and your attorney will be involved in weighing settlement proposals and crafting a settlement. The Court in its Local Rules requires all ADR processes, except threat of a potential criminal action, to be confidential. You will not be prejudiced in the event a settlement is not achieved because the presiding judge will not be advised of the content of any of your settlement discussions.

Mediation/arbitration is a process where you submit to mediation and, if it is unsuccessful, agree that the mediator will act as an arbitrator. At that point, the process is the same as arbitration. You, through your counsel, will present evidence to a neutral, who issues a decision. If the matter in controversy arises in the main bankruptcy case or arises from a subsidiary issue in an adversary proceeding, the arbitration, though voluntary, may be binding. If a party requests *de novo* review of an arbitration award, the judge will rehear the case.

Your attorney can provide you with additional information about ADR and advise you as to whether and when ADR might be helpful in your case.

Dated: December 8, 2016

/s/ Una O'Boyle
 Clerk of Court

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