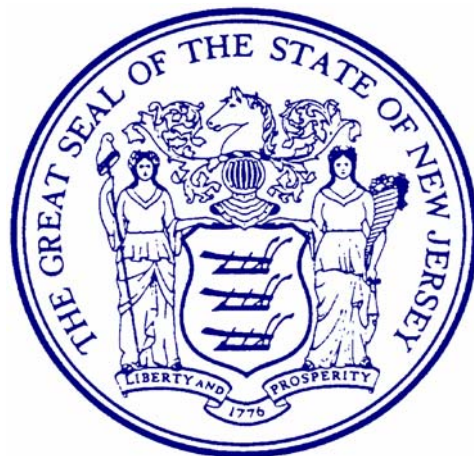


**TRUMP MARINA ASSOCIATES, LLC  
QUARTERLY REPORT  
FOR THE QUARTER ENDED MARCH 31, 2009**

**SUBMITTED TO THE  
CASINO CONTROL COMMISSION  
OF THE  
STATE OF NEW JERSEY**



**DIVISION OF FINANCIAL EVALUATION  
REPORTING MANUAL**

# TRUMP MARINA ASSOCIATES, LLC

## BALANCE SHEETS

AS OF MARCH 31, 2009 AND 2008

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2009 (c)	2008 (d)
	<u>ASSETS:</u>			
	Current Assets:			
1	Cash and Cash Equivalents.....		\$11,628	\$17,201
2	Short-Term Investments.....		0	0
3	Receivables and Patrons' Checks (Net of Allowance for Doubtful Accounts - 2009, \$3,681; 2008, \$2,631).....		8,161	10,860
4	Inventories .....		1,145	1,427
5	Other Current Assets.....		3,428	2,174
6	Total Current Assets.....		24,362	31,662
7	Investments, Advances, and Receivables.....	10	11,675	12,189
8	Property and Equipment - Gross.....	2 & 4	227,988	278,409
9	Less: Accumulated Depreciation and Amortization.....	2 & 4	0	(7,626)
10	Property and Equipment - Net.....	2 & 4	227,988	270,783
11	Other Assets.....	5	4,698	29,523
12	Total Assets.....		\$268,723	\$344,157
	<u>LIABILITIES AND EQUITY:</u>			
	Current Liabilities:			
13	Accounts Payable.....		\$4,321	\$4,366
14	Notes Payable.....		0	0
	Current Portion of Long-Term Debt:			
15	Due to Affiliates.....	3 & 6	22,713	0
16	External.....	6	0	106
17	Income Taxes Payable and Accrued.....	7	2,011	2,011
18	Other Accrued Expenses.....		9,103	9,575
19	Other Current Liabilities.....	2 & 9	24,814	17,003
20	Total Current Liabilities.....		62,962	33,061
	Long-Term Debt:			
21	Due to Affiliates.....	3 & 6	0	265,598
22	External.....		0	0
23	Deferred Credits .....	7	1,019	8,831
24	Other Liabilities.....	7	2,965	2,980
25	Commitments and Contingencies.....	10	0	0
26	Total Liabilities.....		66,946	310,470
27	Stockholders', Partners', or Proprietor's Equity.....	6	201,777	33,687
28	Total Liabilities and Equity.....		\$268,723	\$344,157

The accompanying notes are an integral part of the financial statements.

Valid comparisons cannot be made without using information contained in the notes.

# TRUMP MARINA ASSOCIATES, LLC

## STATEMENTS OF INCOME

FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2008

(UNAUDITED)  
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2009 (c)	2008 (d)
	Revenue:			
1	Casino.....		\$41,254	\$53,445
2	Rooms.....		3,687	4,571
3	Food and Beverage.....		4,374	6,336
4	Other.....		1,591	2,569
5	Total Revenue.....		50,906	66,921
6	Less: Promotional Allowances.....		13,538	16,639
7	Net Revenue.....		37,368	50,282
	Costs and Expenses:			
8	Cost of Goods and Services.....		30,794	35,164
9	Selling, General, and Administrative.....		6,783	9,925
10	Provision for Doubtful Accounts.....		649	376
11	Total Costs and Expenses.....		38,226	45,465
12	Gross Operating Profit.....		(858)	4,817
13	Depreciation and Amortization.....		186	3,521
	Charges from Affiliates Other than Interest:			
14	Management Fees.....		0	0
15	Other.....	9	1,552	1,915
16	Income (Loss) from Operations.....		(2,596)	(619)
	Other Income (Expenses):			
17	Interest Expense - Affiliates.....	6	(510)	(5,651)
18	Interest Expense - External.....	6 & 7	(133)	(232)
19	CRDA Related Income (Expense) - Net.....	10	(174)	(205)
20	Nonoperating Income (Expense) - Net.....		67	191
21	Total Other Income (Expenses).....		(750)	(5,897)
22	Income (Loss) Before Taxes and Extraordinary Items.....		(3,346)	(6,516)
23	Provision (Credit) for Income Taxes.....	7	0	0
24	Income (Loss) Before Extraordinary Items.....		(3,346)	(6,516)
25	Extraordinary Items (Net of Income Taxes - 2009, \$0; 2008, \$0).....		0	0
26	Net Income (Loss).....		(\$3,346)	(\$6,516)

The accompanying notes are an integral part of the financial statements.  
Valid comparisons cannot be made without using information contained in the notes.

# TRUMP MARINA ASSOCIATES, LLC STATEMENTS OF CHANGES IN PARTNERS', PROPRIETOR'S OR MEMBERS' EQUITY

FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008  
AND THE THREE MONTHS ENDED MARCH 31, 2009

(UNAUDITED)  
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	Contributed Capital (c)	Accumulated Earnings (Deficit) (d)	(e)	Total Equity (Deficit) (f)
1	Balance, December 31, 2007.....		\$179,062	(\$138,811)	\$0	\$40,251
2	Net Income (Loss) - 2008.....			(78,337)		(78,337)
3	Capital Contributions.....		237,500			237,500
4	Capital Withdrawals.....					0
5	Partnership Distributions.....					0
6	Prior Period Adjustments.....					0
7	Restricted Stock Awards	9	(48)			(48)
8	Reduction in pre-reorg deferred					0
9	tax asset valuation allowance		5,757			5,757
10	Balance, December 31, 2008.....		422,271	(217,148)	0	205,123
11	Net Income (Loss) - 2009.....			(3,346)		(3,346)
12	Capital Contributions.....					0
13	Capital Withdrawals.....					0
14	Partnership Distributions.....					0
15	Prior Period Adjustments.....					0
16						0
17						0
18						0
19	Balance, March 31, 2009.....		\$422,271	(\$220,494)	\$0	\$201,777

The accompanying notes are an integral part of the financial statements.  
Valid comparisons cannot be made without using information contained in the notes.

# TRUMP MARINA ASSOCIATES, LLC

## STATEMENTS OF CASH FLOWS

FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2008

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2009 (c)	2008 (d)
1	CASH PROVIDED (USED) BY OPERATING ACTIVITIES..		\$444	\$50
	CASH FLOWS FROM INVESTING ACTIVITIES:			
2	Purchase of Short-Term Investments .....		0	0
3	Proceeds from the Sale of Short-Term Investments .....		0	0
4	Cash Outflows for Property and Equipment.....		(1,725)	(2,880)
5	Proceeds from Disposition of Property and Equipment.....		0	0
6	CRDA Obligations .....	10	(521)	(672)
7	Other Investments, Loans and Advances made.....		0	0
8	Proceeds from Other Investments, Loans, and Advances .....		0	0
9	Cash Outflows to Acquire Business Entities.....		0	0
10				
11				
12	Net Cash Provided (Used) By Investing Activities.....		(2,246)	(3,552)
	CASH FLOWS FROM FINANCING ACTIVITIES:			
13	Proceeds from Short-Term Debt .....		0	0
14	Payments to Settle Short-Term Debt.....		0	0
15	Proceeds from Long-Term Debt .....		0	0
16	Costs of Issuing Debt.....		0	0
17	Payments to Settle Long-Term Debt.....		(6)	(66)
18	Cash Proceeds from Issuing Stock or Capital Contributions...		0	0
19	Purchases of Treasury Stock.....		0	0
20	Payments of Dividends or Capital Withdrawals.....		0	0
21	Repayments of Grid Note Payable .....	6	(1,819)	0
22				
23	Net Cash Provided (Used) By Financing Activities.....		(1,825)	(66)
24	Net Increase (Decrease) in Cash and Cash Equivalents.....		(3,627)	(3,568)
25	Cash and Cash Equivalents at Beginning of Period.....		15,255	20,769
26	Cash and Cash Equivalents at End of Period.....		\$11,628	\$17,201
	CASH PAID DURING PERIOD FOR:			
27	Interest (Net of Amount Capitalized).....		\$510	\$2,225
28	Income Taxes.....		\$0	\$0

The accompanying notes are an integral part of the financial statements.  
Valid comparisons cannot be made without using information contained in the notes.

# TRUMP MARINA ASSOCIATES, LLC

## STATEMENTS OF CASH FLOWS

FOR THE THREE MONTHS ENDED MARCH 31, 2009 AND 2008

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2009 (c)	2008 (d)
	<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
29	Net Income (Loss).....		(\$3,346)	(\$6,516)
30	Depreciation and Amortization of Property and Equipment.....	2 & 4	186	3,521
31	Amortization of Other Assets.....	6	0	76
32	Amortization of Debt Discount or Premium.....		0	0
33	Deferred Income Taxes - Current .....		0	0
34	Deferred Income Taxes - Noncurrent .....		0	0
35	(Gain) Loss on Disposition of Property and Equipment.....		0	0
36	(Gain) Loss on CRDA-Related Obligations.....	10	174	205
37	(Gain) Loss from Other Investment Activities.....		0	0
38	(Increase) Decrease in Receivables and Patrons' Checks .....		425	33
39	(Increase) Decrease in Inventories .....		9	(130)
40	(Increase) Decrease in Other Current Assets.....		976	896
41	(Increase) Decrease in Other Assets.....		1,220	(528)
42	Increase (Decrease) in Accounts Payable.....		1,210	(704)
43	Increase (Decrease) in Other Current Liabilities .....		(1,056)	2,873
44	Increase (Decrease) in Other Liabilities .....		(3)	(4)
45	Provision for Losses on Receivables .....		649	376
46	Restricted Stock Awards .....	9	0	(48)
47	Net Cash Provided (Used) By Operating Activities.....		\$444	\$50

### SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

	<b>ACQUISITION OF PROPERTY AND EQUIPMENT:</b>			
48	Additions to Property and Equipment.....		(\$1,725)	(\$2,880)
49	Less: Capital Lease Obligations Incurred.....		0	0
50	Cash Outflows for Property and Equipment.....		(\$1,725)	(\$2,880)
	<b>ACQUISITION OF BUSINESS ENTITIES:</b>			
51	Property and Equipment Acquired.....			
52	Goodwill Acquired.....			
53	Other Assets Acquired - net .....			
54	Long-Term Debt Assumed.....			
55	Issuance of Stock or Capital Invested.....			
56	Cash Outflows to Acquire Business Entities.....		\$0	\$0
	<b>STOCK ISSUED OR CAPITAL CONTRIBUTIONS:</b>			
57	Total Issuances of Stock or Capital Contributions.....		\$0	\$0
58	Less: Issuances to Settle Long-Term Debt.....		0	0
59	Consideration in Acquisition of Business Entities.....		0	0
60	Cash Proceeds from Issuing Stock or Capital Contributions.....		\$0	\$0

The accompanying notes are an integral part of the financial statements.  
Valid comparisons cannot be made without using information contained in the notes.

**TRUMP MARINA ASSOCIATES, LLC  
STATEMENT OF CONFORMITY,  
ACCURACY, AND COMPLIANCE**

FOR THE QUARTER ENDED MARCH 31, 2009

1. I have examined this Quarterly Report.
2. All the information contained in this Quarterly Report has been prepared in conformity with the Casino Control Commission's Quarterly Report Instructions and Uniform Chart of Accounts.
3. To the best of my knowledge and belief, the information contained in this report is accurate.
4. To the best of my knowledge and belief, except for the deficiencies noted below, the licensee submitting this Quarterly Report has remained in compliance with the financial stability regulations contained in N.J.A.C. 19:43-4.2(b)1-5 during the quarter.

5/15/2009

Date



Daniel McFadden

Vice President of Finance

Title

7167-11

License Number

On Behalf of:

TRUMP MARINA ASSOCIATES, LLC

Casino Licensee

**TRUMP MARINA ASSOCIATES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**MARCH 31, 2009**  
(Unaudited)  
(in thousands)

**NOTE 1 – GENERAL**

*Organization and Operations*

Trump Marina Associates LLC (“Marina Associates” or the “Company”), a New Jersey Limited Liability Corporation, is 100% beneficially owned by Trump Entertainment Resorts Holdings, LP (“TER Holdings”), a Delaware limited partnership. TER Holdings is a majority-owned subsidiary of Trump Entertainment Resorts, Inc. (“TER”), a Delaware corporation.

Marina Associates owns and operates the Trump Marina Hotel Casino (“Trump Marina”), a casino hotel located in the marina district in Atlantic City, New Jersey (the “Marina District”). Marina Associates derives its revenue primarily from casino operations, room rental, food and beverage sales, and entertainment revenue. The casino industry in Atlantic City is seasonal in nature with the peak season being the spring and summer months.

*Basis of Presentation*

The accompanying financial statements have been prepared pursuant to the rules and regulations of the Casino Control Commission of the State of New Jersey (the “CCC”). Accordingly, certain information and note disclosures normally included in the financial statements prepared in conformity with accounting principles generally accepted in the United States have been condensed or omitted. These financial statements should be read in conjunction with the financial statements and notes thereto included in the Company’s December 31, 2008 Quarterly Report as filed with the CCC.

The accompanying financial statements have been prepared on a going concern basis, which contemplates continuity of operations, realization of assets and liquidation of liabilities in the ordinary course of business. The ability of the Company, both during and after the Chapter 11 Case (see Note 3), to continue as a going concern is contingent upon, among other things, (i) the ability of the Company to maintain compliance with all terms of its debt structure; (ii) the ability of the Company to generate cash from operations and to maintain adequate cash on hand; (iii) the resolution of the uncertainty as to the amount of claims that will be allowed; (iv) the ability of the Company to confirm a plan of reorganization under the Bankruptcy Code and obtain any debt and equity financing which may be required to emerge from bankruptcy protection; and (v) the Company’s ability to achieve profitability. There can be no assurance that the Company will be able to successfully achieve these objectives in order to continue as a going concern. The accompanying financial statements do not include any adjustments that might result should the Company be unable to continue as a going concern.

Subject to the foregoing, the accompanying financial statements have been prepared without audit. In the opinion of management, all adjustments, consisting of only normal recurring adjustments necessary to present fairly the financial position, the results of operations, and cash flows for the periods presented, have been made.

Certain reclassifications and disclosures have been made to the prior period financial statements to conform to the current year presentation.

**NOTE 2 – PENDING ASSET SALE**

On May 28, 2008, Marina Associates (“Seller”) entered into an Asset Purchase Agreement (the “Marina Agreement”) to sell Trump Marina (the “Property”) to Coastal Marina, LLC (“Buyer”), an affiliate of Coastal Development, LLC (“Coastal”). Pursuant to the Marina Agreement, (1) at the closing, Buyer will acquire substantially all of the assets of, and will assume certain liabilities related to, the business conducted at the Property and (2) at and subject to such closing, unrelated existing litigation between TER and Coastal is to be



**TRUMP MARINA ASSOCIATES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**MARCH 31, 2009**  
(Unaudited)  
(in thousands)

settled. Upon entering into the Marina Agreement, Buyer placed into escrow a \$15,000 deposit toward the purchase price (the "Original Marina Deposit").

On October 28, 2008, the parties entered into an amendment to the Marina Agreement (the "Marina Amendment") to modify certain terms and conditions of the Marina Agreement. Pursuant to the Marina Amendment the parties waived the October 28, 2008 deadline for Buyer to provide commitment letters to Seller for the financing of the acquisition of the Property. In addition, the parties agreed to amend certain provisions of the Marina Agreement, including, but not limited to the following: (1) the aggregate purchase price payable for the Property was decreased from \$316,000 to \$270,000; (2) any potential reduction to the purchase price based on the EBITDA (as defined in the Marina agreement) of the business conducted at the Property for the twelve month period last completed prior to the closing date of the transaction was eliminated, however, the purchase price remains subject to a working capital adjustment; (3) Seller may terminate the Marina Agreement if the transaction does not close by May 28, 2009, unless such date is extended by no more than 60 days to obtain regulatory approval and all other closing conditions have been met; and (4) the Original Marina Deposit held in escrow, together with any interest earned thereon, was released to Seller immediately and an additional \$2,000 deposit was placed in escrow, for a total deposit of \$17,000 towards the purchase price.

The closing is subject to the satisfaction of certain conditions, including receipt of approvals from New Jersey governmental authorities. There can be no assurance that the transaction for the sale of Trump Marina will close. The Marina Amendment provides that, subject to certain exceptions, the Company's recourse against the Buyer if the transaction fails to close will be limited to the amount of the Buyer's \$2,000 deposit currently held in escrow.

**NOTE 3 – CHAPTER 11 PROCEEDINGS**

On February 17, 2009 (the "Petition Date"), TER and certain of its direct and indirect subsidiaries, including Marina Associates, (collectively, the "Debtors") filed voluntary petitions in the United States Bankruptcy Court for the District of New Jersey in Camden, New Jersey (the "Bankruptcy Court") seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). These chapter 11 cases are being jointly administered under the caption *In re: TCI 2 Holdings, LLC, et al Debtors, Chapter 11 Case Nos.: 09-13654 through 09-13656 and 09-13658 through 09-13664 (JHW)* (the "Chapter 11 Case").

On February 20, 2009, the Company obtained court approval to continue to pay its vendors in the ordinary course of business. The Company continues to operate its businesses as a debtor-in-possession under the jurisdiction of the Bankruptcy Court and in accordance with applicable provisions of the Bankruptcy Code and the orders of the Bankruptcy Court. There can be no assurance that the Company will be able to successfully develop, execute, confirm and consummate one or more plans of reorganization with respect to the Chapter 11 Case that are acceptable to the Bankruptcy Court and its creditors and other parties in interest.

The Company intends to maintain business operations through the reorganization process. The Company's liquidity and capital resources, however, are significantly affected by the Chapter 11 Case. The Company's bankruptcy proceedings have resulted in various restrictions on its activities, limitations on financing and a need to obtain Bankruptcy Court approval for various matters. As a result of the filing of the Chapter 11 Case, the Company is not permitted to make any payments on pre-petition liabilities without prior Bankruptcy Court approval. However, the Company has been granted relief in order to continue wage and salary payments and other benefits to employees as well as other related pre-petition obligations; to continue to honor customer programs as well as certain related pre-petition customer obligations; and to pay certain pre-petition trade claims held by critical vendors. Under the priority schedule established by the Bankruptcy Code, certain post-petition and pre-petition liabilities need to be satisfied before general

**TRUMP MARINA ASSOCIATES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**MARCH 31, 2009**  
(Unaudited)  
(in thousands)

unsecured creditors and equity holders are entitled to receive any distribution. At this time, it is not possible to predict with certainty the effect of the Chapter 11 Case on the Company's business or various creditors, or when it will emerge from these proceedings. The Company's future results depend upon its confirming and successfully implementing, on a timely basis, a plan of reorganization. The continuation of the Chapter 11 Case, particularly if a plan of reorganization is not timely approved or confirmed, could further adversely affect the Company's operations. The Company does not expect the Chapter 11 Case will impact the Marina Agreement.

*Donald J. Trump's Abandonment of Limited Partnership Interests in TER Holdings*

By letter dated February 13, 2009, Donald J. Trump ("Mr. Trump") 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. 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. TER has not consented to a withdrawal by Mr. Trump from TER Holdings. Accordingly, TER reserves all rights and remedies against Mr. Trump with respect to his purported abandonment of his limited partnership interest.

**NOTE 4 - PROPERTY AND EQUIPMENT**

Property and equipment consists of the following:

	<b>March 31,</b>	
	<b>2009</b>	<b>2008</b>
Land and land improvements	\$ 110,644	\$ 132,729
Building and building improvements	79,954	99,085
Furniture, fixtures and equipment	34,223	45,273
Construction-in-progress	3,167	1,322
	227,988	278,409
Less accumulated depreciation and amortization	-	(7,626)
Net property and equipment	\$ 227,988	\$ 270,783

The Company ceased recording depreciation expense during May 2008 upon execution of the Marina Agreement. In September 2008, in connection with the Marina Amendment, the Company recorded an estimated loss on disposal of \$45,000 to reflect its assets held for sale at fair value less costs to sell. The estimated loss on disposal is included in nonoperating expense in the September 2008 statements of income. Failure to close a transaction pursuant to the amended Marina Agreement may result in additional long-lived asset impairment charges.

**NOTE 5 - INTANGIBLE ASSETS AND GOODWILL**

In accordance with SFAS 142, the Company reviews its indefinite-lived intangible assets for impairment at least annually and more frequently than annually if events or circumstances indicate that indefinite-lived intangible assets might be impaired.

In June 2008, in connection with the Marina Agreement, the Company performed an interim impairment test relating to its trademarks. The Company determined that its trademarks were fully impaired and recognized an intangible asset impairment charge totaling \$18,647. The impairment charge is included in nonoperating expense in the June 2008 statements of income.

**TRUMP MARINA ASSOCIATES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**MARCH 31, 2009**  
(Unaudited)  
(in thousands)

A rollforward of trademarks for the period December 31, 2007 to March 31, 2009 is as follows:

	Trademarks
Balance, December 31, 2007	\$ 18,647
Impairment charges	(18,647)
Balance, March 31, 2009	\$ 0

**NOTE 6 - DEBT**

The Company's indebtedness consists of:

	<u>March 31,</u>	
	<u>2009</u>	<u>2008</u>
8.5% Note payable - TER Holdings and TER Funding, due June 1, 2015, interest payable semi-annually due June and December	\$ -	\$ 237,500
8.5% Revolving Grid Note - TER Holdings, due January 1, 2013, interest due and payable monthly	22,713	28,098
Capital lease obligations - interest rate at 4.3%, secured by equipment financed	-	106
	<u>22,713</u>	<u>265,704</u>
Less: current maturities	<u>(22,713)</u>	<u>(106)</u>
Long-term debt, net of current maturities	<u>\$ -</u>	<u>\$ 265,598</u>

Event of Default

On December 1, 2008, TER announced that as part of a strategy to maintain sufficient liquidity, it would not make the \$53.1 million interest payment due December 1, 2008 on the TER Notes. TER Holdings did not make the interest payment within the thirty-day grace period allowable under the terms of the TER Notes which constituted an event of default. TER obtained forbearance agreements from its lenders on December 31, 2008 which were subsequently extended through various amendments until February 18, 2009. As discussed in Note 3, on February 17, 2009, the Debtors filed voluntary petitions in the Bankruptcy Court seeking relief under the provisions of chapter 11 of the Bankruptcy Code. The filing of the Chapter 11 Case constituted an event of default and therefore triggered repayment obligations under the TER Notes and the Credit Facility. As a result, all indebtedness outstanding under the TER Notes and Credit Facility (which has a cross-default provision with the TER Notes) became automatically due and payable. Under the Bankruptcy Code, actions to collect pre-petition indebtedness, as well as most pending litigation, are stayed and other contractual obligations against the Debtors generally may not be enforced. Absent an order of the Bankruptcy Court, substantially all pre-petition liabilities are subject to settlement under a plan of reorganization to be approved by the Bankruptcy Court. As described below, the Company guarantees the indebtedness under the TER Notes and Credit Facility; therefore, the Company has classified its intercompany indebtedness with TER Holdings within current liabilities in its balance sheet as of March 31, 2009.

8.5% Note Payable

In May 2005, TER Holdings and Trump Entertainment Resorts Funding, Inc. ("TER Funding"), a wholly owned subsidiary of TER Holdings, (collectively, "the Issuers"), issued \$1,250,000 principal amount of

**TRUMP MARINA ASSOCIATES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**MARCH 31, 2009**  
(Unaudited)  
(in thousands)

8.5% Senior Secured Notes due June 1, 2015 (the "TER Notes"). From the proceeds of the issuance of the TER Notes, TER Holdings loaned \$237,500 to Marina Associates.

During September 2008, the 8.5% Note Payable was converted to equity by TER Holdings. The associated deferred financing costs were transferred to TER Holdings.

8.5% Revolving Grid Note

In July 2007, the Company entered into a Revolving Grid Note ("Grid Note") with TER Holdings. Pursuant to the Grid Note, the Company agreed to repay up to \$50,000 of advances made by TER Holdings, including any accrued unpaid interest on outstanding advances thereon. Upon execution of the Grid Note, outstanding amounts due to TER Holdings relating to intercompany borrowings and unpaid interest due on the 8.5% Note Payable were refinanced through the Grid Note.

Guarantees

Marina Associates, along with Trump Taj Mahal Associates LLC ("Taj Associates") and Trump Plaza Associates LLC ("Plaza Associates") guarantees TER Holdings' \$493,250 Credit Facility ("Credit Facility") and TER Notes on a joint and several basis. The Credit Facility is secured by substantially all of the assets of the Issuers and Marina Associates on a priority basis. Therefore, the TER Notes and the guarantee thereof are effectively subordinated to amounts borrowed by TER under the Credit Facility. At March 31, 2009, TER had outstanding borrowings of \$487,525 and \$1,248,969 under the Credit Facility and the TER Notes, respectively.

**NOTE 7 - INCOME TAXES**

Federal Income Taxes

The accompanying financial statements do not include a provision for federal income taxes since the Company is a division of TER Holdings, which is taxed as a partnership for federal income tax purposes. Therefore, the Company's income and losses are allocated and reported for federal income tax purposes by TER Holdings' partners.

State Income Taxes

Under the New Jersey Casino Control Act, the Company is required to file New Jersey corporation business tax returns.

There was no state income tax provision during the three months ended March 31, 2009 and 2008.

At March 31, 2009, the Company had unrecognized tax benefits of approximately \$7,988, including interest. In accordance with SFAS 141(R), which the Company adopted on January 1, 2009, \$4,950 of unrecognized tax benefits would affect the Company's effective tax rate, if recognized. It is reasonably possible that certain unrecognized tax benefits related to income tax examinations totaling \$2,011 could be settled during the next twelve months.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties as a component of income tax expense. During the three months ended March 31, 2009 and 2008, the Company recognized approximately \$133 and \$154, respectively, in potential interest associated with uncertain tax positions. At March 31, 2009, the Company had approximately \$2,337 accrued for the payment of interest on uncertain tax positions. In accordance with SFAS 141(R), to the extent interest is not assessed with respect to uncertain tax positions of the Company, amounts accrued will be reduced and

**TRUMP MARINA ASSOCIATES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**MARCH 31, 2009**  
(Unaudited)  
(in thousands)

reflected as a reduction of interest expense.

*Federal and State Income Tax Audits*

Tax years 2005 through 2008 remain subject to examination by the federal tax authority. The Company has received notification that the Internal Revenue Service (“IRS”) has started an examination of tax year 2005. Tax years 2002 through 2008 remain subject to examination by state tax jurisdictions. The Company has received notification that the New Jersey Division of Taxation has started an examination of tax years 2004 through 2007.

From 2002 through 2006, state income taxes for the Company’s New Jersey operations were computed under the alternative minimum assessment method. The Company has asserted its position that New Jersey partnerships were exempt from these taxes and, as such, have not remitted payments of the amounts provided. The New Jersey Division of Taxation has issued an assessment to collect the unpaid taxes for the tax years 2002 through 2003. At March 31, 2009, the Company has accrued \$7,287 for taxes and interest relating to this alternative minimum tax assessment for 2002 and 2003, as well as the open years 2004 through 2006. The Company is currently in discussions with the New Jersey Division of Taxation regarding settlement of these assessments.

*Potential Chapter 11 Case and Limited Partnership Abandonment Implications*

If TER Holdings’ debt is reduced or restructured as a result of the Chapter 11 Case, TER Holdings could recognize “cancellation of indebtedness” income, and as a result, TER Holdings’ partners could be required to reduce certain tax attributes such as NOLs and the tax basis of their assets. Any such reduction could result in increased future tax liabilities for TER Holdings’ partners. Additionally, the utilization of NOLs, if any, may be limited pursuant to Section 382 of the Internal Revenue Code. Furthermore, if Mr. Trump’s purported abandonment of his limited partnership interest in TER Holdings (as discussed in Note 3) is deemed to be effective for tax purposes, the Company could be required to further reduce certain tax attributes such as NOLs and the tax basis of its assets.

**NOTE 8 - RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS**

In April 2008, the FASB issued FASB Staff Position FAS 142-3, “Determination of the Useful Life of Intangible Assets” (“FSP 142-3”). FSP 142-3 amends the factors that should be considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under SFAS 142. The intent of FSP 142-3 is to improve the consistency between the useful life of a recognized intangible asset under SFAS 142 and the period of expected cash flows used to measure the fair value of the asset under SFAS 141(R) and other GAAP. FSP 142-3 is effective for financial statements issued for fiscal years and interim periods beginning after December 15, 2008. Early adoption of the standard is prohibited. FSP 142-3 became effective for our fiscal year beginning January 1, 2009. The adoption of the standard did not have an impact on the Company’s financial statements.

In December 2007, the FASB issued SFAS No. 141 (Revised 2007), “Business Combinations” (“SFAS 141(R)”). This Statement retained the fundamental requirements in SFAS 141 that the acquisition method of accounting (which SFAS 141 called the purchase method) be used for all business combinations and for an acquirer to be identified for each business combination. SFAS 141(R), which is broader in scope than that of SFAS 141, which applied only to business combinations in which control was obtained by transferring consideration, applies the same method of accounting (the purchase method) to all transactions and other events in which one entity obtains control over one or more other businesses. SFAS 141(R) also makes certain other modifications to SFAS 141. The Company is required to apply the provisions of SFAS 141(R) to business combinations for which the acquisition date is on or after January 1, 2009. Earlier application is prohibited. The adoption of SFAS 141(R) did not have an effect on the Company’s financial

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statements.

In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements" ("SFAS 157") which defines fair value, establishes a framework for measuring fair value in GAAP, and expands disclosures about fair value measurements. SFAS 157 applies under other accounting pronouncements that require or permit fair value measurements and, accordingly, does not require any new fair value measurements. On February 12, 2008, the FASB issued FASB Staff Position No. FAS 157-2, Effective Date of FASB Statement No. 157 ("FSP 157-2"), delaying the effective date of SFAS 157 to the Company's fiscal year beginning January 1, 2009 for nonfinancial assets and nonfinancial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis. Non-financial assets and non-financial liabilities for which the Company is required to apply the provisions of SFAS 157 include its long-lived assets measured at fair value under the provisions of SFAS No. 144. The Company adopted SFAS 157 effective January 1, 2008 for financial assets and liabilities. The adoption of SFAS 157 and FSP 157-2 did not impact the Company's financial statements.

**NOTE 9 - TRANSACTIONS WITH AFFILIATES**

The Company has engaged in limited intercompany transactions with TER, Trump Taj Mahal Associates Administration ("Trump Administration"), Plaza Associates and Taj Associates, all of which are affiliates of Trump.

Amounts due to/(from) affiliates are as follows:

	<b>March 31,</b>	
	<b>2009</b>	<b>2008</b>
Trump Administration	\$ (1,118)	\$ 816
Plaza Associates	325	73
Taj Associates	879	311
Total	\$ 86	\$ 1,200

Marina Associates engages in various transactions with the other Atlantic City hotel/casinos and related casino entities that are affiliates of Mr. Trump. These transactions are charged at cost or normal selling price in the case of retail items and include certain shared professional fees, insurance, advertising and payroll costs as well as complimentary services offered to customers.

Trump Administration, which is a separate division of Taj Associates, provides certain shared services to Marina Associates. Trump Administration allocated expenses associated with such services to Marina Associates totaling \$1,552 and \$1,915 during the three months ended March 31, 2009 and 2008, respectively. Marina Associates reimburses Taj Administration for these allocated expenses.

During January 2008, 47,398 outstanding restricted shares of TER common stock held by an employee of Marina Associates were forfeited. As of March 31, 2009, there were no TER restricted stock awards outstanding.

**NOTE 10 - COMMITMENTS & CONTINGENCIES**

Legal Proceedings

Marina Associates and certain of its employees are involved from time to time in various legal proceedings incidental to the Company's business. While any proceeding or litigation contains an element of

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uncertainty, management believes that the final outcomes of these matters are not likely to have a material adverse effect on the Company's results of operations or financial condition. In general, the Company has agreed to indemnify such persons, and its directors, against any and all losses, claims, damages, expenses (including reasonable costs, disbursements and counsel fees) and liabilities (including amounts paid or incurred in satisfaction of settlements, judgments, fines and penalties) incurred by them in said legal proceedings absent a showing of such persons' gross negligence or malfeasance.

*Chapter 11 Case* - On February 17, 2009 (the "Petition Date"), the Debtors filed voluntary petitions in the United States Bankruptcy Court for the District of New Jersey in Camden, New Jersey (the "Bankruptcy Court") seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). These chapter 11 cases are being jointly administered under the caption *In re: TCI 2 Holdings, LLC, et al Debtors, Chapter 11 Case Nos.: 09-13654 through 09-13656 and 09-13658 through 09-13664 (JHW)* (the "Chapter 11 Case").

The Company continues to operate its businesses as a debtor-in-possession under the jurisdiction of the Bankruptcy Court and in accordance with applicable provisions of the Bankruptcy Code and the orders of the Bankruptcy Court. As a debtor-in-possession, the Company is authorized to continue to operate as an ongoing business, and may pay all debts and honor all obligations arising in the ordinary course of its business after the Petition Date. However, the Company may not pay creditors on account of obligations arising before the Petition Date or engage in transactions outside the ordinary course of business without approval of the Bankruptcy Court, after notice and an opportunity for a hearing.

Under the Bankruptcy Code, actions to collect pre-petition indebtedness, as well as most litigation pending against the Debtors, are stayed. Other pre-petition contractual obligations against the Company generally may not be enforced. Absent an order of the Bankruptcy Court providing otherwise, substantially all pre-petition liabilities are subject to settlement under a plan of reorganization to be voted upon by creditors and other stakeholders, and approved by the Bankruptcy Court.

The Company has received approval from the Bankruptcy Court of its "first day" motions, which were filed as part of the Chapter 11 Case. Among other "first day" relief, the Company received approval to continue wage and salary payments and other benefits to employees as well as certain related pre-petition obligations; to continue to honor customer programs as well as certain related pre-petition customer obligations; and to pay certain pre-petition trade claims held by critical vendors. The Company intends to continue to pay its vendors and suppliers in the ordinary course of business for goods and services delivered post-petition.

Under the priority scheme established by the Bankruptcy Code, certain post-petition and secured or "priority" pre-petition liabilities need to be satisfied before general unsecured creditors and holders of the Company's equity are entitled to receive any distribution. No assurance can be given as to what values, if any, will be ascribed in the bankruptcy proceedings to the claims and interests of each of these constituencies. Additionally, no assurance can be given as to whether, when or in what form unsecured creditors and holders of the Company's equity may receive a distribution on such claims or interests.

Under the Bankruptcy Code, the Company may assume, assume and assign, or reject certain executory contracts and unexpired leases, including, without limitation, leases of real property and equipment, subject to the approval of the Bankruptcy Court and certain other conditions. Any description of an executory contract or unexpired lease herein, including where applicable our express termination rights or a quantification of our obligations, must be read in conjunction with, and is qualified by, any overriding rejection rights we have under the Bankruptcy Code. As of the date of the filing of the Chapter 11 Case, virtually all pending litigation against the Company is stayed as to the Company, and absent further order of the Bankruptcy Court, no party, subject to certain exceptions, may take any action, also subject to certain exceptions, to recover on pre-petition claims against the Company.

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*2005 Chapter 11 Case* – Effective as of March 17, 2009, the Bankruptcy Court ordered that all of the remaining open cases pertaining to the 2005 Chapter 11 Case be closed.

*Casino License Renewal*

The Company is subject to regulation and licensing by the CCC. The Company's casino license must be renewed periodically, is not transferable, is dependent upon the financial stability of the Company and can be revoked at any time. Due to the uncertainty of any license renewal application, there can be no assurance that the license will be renewed.

In June 2007, the CCC renewed the Company's license to operate Trump Marina for the next five-year period through June 2012. Upon revocation, suspension for more than 120 days, or failure to renew the casino license, the Casino Control Act provides for the mandatory appointment of a conservator to take possession of the hotel and casino's business and property, subject to all valid liens, claims and encumbrances.

*Casino Reinvestment Development Authority Obligations*

Pursuant to the provisions of the Casino Control Act, the Company must either obtain investment tax credits, as defined in the Casino Control Act, in an amount equivalent to 1.25% of its gross casino revenues, as defined in the Casino Control Act, or pay an alternative tax of 2.5% of its gross casino revenues. Investment tax credits may be obtained by making qualified investments, as defined, or by depositing funds which may be converted to bonds by the Casino Reinvestment Development Authority (the "CRDA"), both of which bear interest at two-thirds of market rates resulting in a fair value lower than cost. The Company is required to make quarterly deposits with the CRDA to satisfy its investment obligations.

For the three months ended March 31, 2009 and 2008, the Company charged to operations \$174 and \$205, respectively, to give effect to the below market interest rates associated with CRDA deposits and bonds. From time to time, the Company has elected to donate funds it has on deposit with the CRDA for various projects. The Company is not obligated to make donations to any specific project and elects to donate funds based on the specific facts of each potential donation transaction.

*NJSEA Subsidy Agreement*

In April 2004, the casinos located in Atlantic City ("Casinos"), including Marina Associates, executed an agreement ("2004 NJSEA Subsidy Agreement") with the New Jersey Sports and Exposition Authority ("NJSEA") and the CRDA. The 2004 NJSEA Subsidy Agreement provided that the Casinos, on a pro rata basis according to their gross revenues, pay in cash and donate from the regular payment of their CRDA obligations a total of \$86,000 in four annual installments in October of each of 2004 through 2007 to the NJSEA. It required that the funds be used by the NJSEA through December 31, 2008 to enhance purses, fund breeders' awards and establish account wagering at New Jersey horse racing tracks. Marina Associates' portion of this industry obligation was approximately 4.9%.

The 2004 NJSEA Subsidy Agreement further provided for a moratorium until January 2009 on the conduct of casino gaming at any New Jersey racetrack and conditioned the donation of the CRDA funds upon the enactment and funding of the Casino Expansion Fund Act which made funds available, on a pro rata basis, to each of the Casinos for investment in eligible projects in Atlantic City approved by the CRDA. In September 2006, the CRDA approved the construction of the Chairman Tower at the Trump Taj Mahal as an eligible project and, pursuant to October 2006 agreements, authorized grants to TER's Atlantic City casinos in aggregate amounts of approximately \$13,800 from the Atlantic City Expansion Fund and \$1,575 from a separate Casino Capital Construction Fund, both administered by the CRDA. During 2008, Marina Associates received \$2,983 of grant proceeds from the Atlantic City Expansion Fund and \$415 of grant



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proceeds from the Casino Capital Construction Fund.

The New Jersey Legislature amended the Casino Control Act, effective April 18, 2008, to permit the Casinos to deduct the amount of certain promotional gaming credits wagered at their slot machines in calculating the tax on gross gaming revenue. The amendment became operative upon the August 14, 2008 certification by the Chair of the CCC to the State Treasurer that the Casinos and Casino Association of New Jersey (“CANJ”) had executed a new subsidy agreement with NJSEA for the benefit of the horse racing industry for \$30,000 annually for a three-year period (“2008 NJSEA Subsidy Agreement”). In addition, the CCC adopted regulations effective September 22, 2008 which establish procedures by which the Casinos may implement the promotional gaming credit tax deduction.

The 2008 NJSEA Subsidy Agreement provides that the Casinos will pay the NJSEA \$90,000 to be used solely for purse enhancements, breeder’s purses and expenses to establish off-track wagering facilities which it incurs through 2011. The payments will be made in eleven installments from September 29, 2008 through November 15, 2011 and will total \$22,500 in 2008, \$30,000 in each of 2009 and 2010 and \$7,500 in 2011. Each Casino will pay a share equal to a percentage representing the gross gaming revenue it reported for the prior calendar year compared to that reported by all Casinos for that year. Marina Associates estimates its portion of this industry obligation is approximately 4.5%.

The 2008 NJSEA Subsidy Agreement also provides that the NJSEA, all other entities which receive any portion of the payments and affiliates of either shall not operate, conduct, maintain or permit any casino gaming, including video lottery gaming, in any New Jersey location other than Atlantic City prior to 2012 and that the Casinos may bring an action in New Jersey Superior Court against any entity that does so to enforce this prohibition by specific performance.

The 2008 NJSEA Subsidy Agreement further provides that if, prior to 2011, a statewide public question to authorize casino gaming at any New Jersey location other than Atlantic City is approved by the New Jersey Legislature or if, prior to 2012, any such statewide public question is approved by New Jersey voters or any New Jersey legislation is enacted or other New Jersey governmental action is taken authorizing such gaming or any such gaming is actually operated, conducted or maintained, then the Casinos shall make no further payments to NJSEA and, in certain circumstances, NJSEA shall return some or all of the payments it previously received from the Casinos.

The 2008 NJSEA Subsidy Agreement acknowledges the publicly announced intention of the Governor to, by executive order, create a commission to study and report its recommendations for the long term stability of the horse racing industry to the Governor and the Legislature on or about July 1, 2010 and provides that the Casinos, CANJ and NJSEA will work and cooperate in good faith with any such commission and that the NJSEA shall not support legislation for casino gaming in any New Jersey location other than Atlantic City prior to the commission’s delivery of its report to the Governor and the Legislature.