

**TRUMP MARINA ASSOCIATES, LLC
QUARTERLY REPORT**

FOR THE QUARTER ENDED JUNE 30, 2010

**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 JUNE 30, 2010 AND 2009

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2010 (c)	2009 (d)
	<u>ASSETS:</u>			
	Current Assets:			
1	Cash and Cash Equivalents.....		\$10,252	\$12,148
2	Short-Term Investments.....		0	0
3	Receivables and Patrons' Checks (Net of Allowance for Doubtful Accounts - 2010, \$4,872; 2009, \$3,776).....		6,808	7,993
4	Inventories		906	1,073
5	Other Current Assets.....	5	3,701	5,016
6	Total Current Assets.....		21,667	26,230
7	Investments, Advances, and Receivables.....	10	12,709	11,449
8	Property and Equipment - Gross.....	3	25,986	23,500
9	Less: Accumulated Depreciation and Amortization.....	3	(2,062)	0
10	Property and Equipment - Net.....	3	23,924	23,500
11	Other Assets.....		2,851	4,321
12	Total Assets.....		\$61,151	\$65,500
	<u>LIABILITIES AND EQUITY:</u>			
	Current Liabilities:			
13	Accounts Payable.....		\$3,466	\$4,621
14	Notes Payable.....		0	0
	Current Portion of Long-Term Debt:			
15	Due to Affiliates.....	1, 2 & 4	30,853	24,431
16	External.....		0	0
17	Income Taxes Payable and Accrued.....	5	2,011	2,011
18	Other Accrued Expenses.....		9,362	9,154
19	Other Current Liabilities.....	7	11,861	9,669
20	Total Current Liabilities.....		57,553	49,886
	Long-Term Debt:			
21	Due to Affiliates.....	1, 2 & 4	0	0
22	External.....		0	0
23	Deferred Credits	5	8	1,019
24	Other Liabilities.....	5	2,946	2,961
25	Commitments and Contingencies.....	10	0	0
26	Total Liabilities.....		60,507	53,866
27	Stockholders', Partners', or Proprietor's Equity.....		644	11,634
28	Total Liabilities and Equity.....		\$61,151	\$65,500

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 SIX MONTHS ENDED JUNE 30, 2010 AND 2009

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2010 (c)	2009 (d)
	Revenue:			
1	Casino.....		\$71,612	\$81,883
2	Rooms.....		7,156	7,933
3	Food and Beverage.....		8,604	9,279
4	Other.....		3,566	3,932
5	Total Revenue.....		90,938	103,027
6	Less: Promotional Allowances.....		22,476	26,169
7	Net Revenue.....		68,462	76,858
	Costs and Expenses:			
8	Cost of Goods and Services.....		60,741	61,640
9	Selling, General, and Administrative.....		10,573	12,829
10	Provision for Doubtful Accounts.....		802	1,090
11	Total Costs and Expenses.....		72,116	75,559
12	Gross Operating Profit.....		(3,654)	1,299
13	Depreciation and Amortization.....		1,338	373
	Charges from Affiliates Other than Interest:			
14	Management Fees.....		0	0
15	Other.....	7	2,556	3,216
16	Income (Loss) from Operations.....		(7,548)	(2,290)
	Other Income (Expenses):			
17	Interest Expense - Affiliates.....	4	(1,150)	(1,010)
18	Interest Expense - External.....	5	(287)	(268)
19	CRDA Related Income (Expense) - Net.....	10	(302)	(65)
20	Nonoperating Income (Expense) - Net.....	8 & 9	75	(189,856)
21	Total Other Income (Expenses).....		(1,664)	(191,199)
22	Income (Loss) Before Taxes and Extraordinary Items.....		(9,212)	(193,489)
23	Provision (Credit) for Income Taxes.....	5	0	0
24	Income (Loss) Before Extraordinary Items.....		(9,212)	(193,489)
25	Extraordinary Items (Net of Income Taxes - 2010, \$0; 2009, \$0).....		0	0
26	Net Income (Loss).....		(\$9,212)	(\$193,489)

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 JUNE 30, 2010 AND 2009

(UNAUDITED)
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2010 (c)	2009 (d)
	Revenue:			
1	Casino.....		\$37,387	\$40,629
2	Rooms.....		3,902	4,246
3	Food and Beverage.....		4,815	4,905
4	Other.....		2,260	2,341
5	Total Revenue.....		48,364	52,121
6	Less: Promotional Allowances.....		12,308	12,631
7	Net Revenue.....		36,056	39,490
	Costs and Expenses:			
8	Cost of Goods and Services.....		31,727	30,846
9	Selling, General, and Administrative.....		5,085	6,046
10	Provision for Doubtful Accounts.....		389	441
11	Total Costs and Expenses.....		37,201	37,333
12	Gross Operating Profit.....		(1,145)	2,157
13	Depreciation and Amortization.....		641	187
	Charges from Affiliates Other than Interest:			
14	Management Fees.....		0	0
15	Other.....	7	1,309	1,664
16	Income (Loss) from Operations.....		(3,095)	306
	Other Income (Expenses):			
17	Interest Expense - Affiliates.....	4	(608)	(500)
18	Interest Expense - External.....	5	(135)	(135)
19	CRDA Related Income (Expense) - Net.....	10	(158)	109
20	Nonoperating Income (Expense) - Net.....	8 & 9	25	(189,923)
21	Total Other Income (Expenses).....		(876)	(190,449)
22	Income (Loss) Before Taxes and Extraordinary Items.....		(3,971)	(190,143)
23	Provision (Credit) for Income Taxes.....	5	0	0
24	Income (Loss) Before Extraordinary Items.....		(3,971)	(190,143)
25	Extraordinary Items (Net of Income Taxes - 2010, \$0; 2009, \$0).....		0	0
26	Net Income (Loss).....		(\$3,971)	(\$190,143)

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, 2009
AND THE SIX MONTHS ENDED JUNE 30, 2010

(UNAUDITED)
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	Contributed Capital (c)	Accumulated Earnings (Deficit) (d)	(e)	Total Equity (Deficit) (f)
1	Balance, December 31, 2008.....		\$422,271	(\$217,148)	\$0	\$205,123
2	Net Income (Loss) - 2009.....	3		(195,267)		(195,267)
3	Capital Contributions.....					0
4	Capital Withdrawals.....					0
5	Partnership Distributions.....					0
6	Prior Period Adjustments.....					0
7	_____					0
8	_____					0
9	_____					0
10	Balance, December 31, 2009.....		422,271	(412,415)	0	9,856
11	Net Income (Loss) - 2010.....			(9,212)		(9,212)
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, June 30, 2010.....		\$422,271	(\$421,627)	\$0	\$644

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 SIX MONTHS ENDED JUNE 30, 2010 AND 2009
(UNAUDITED)
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2010 (c)	2009 (d)
1	CASH PROVIDED (USED) BY OPERATING ACTIVITIES..		(\$5,843)	(\$456)
	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.....		(678)	(2,428)
5	Proceeds from Disposition of Property and Equipment.....		0	0
6	CRDA Obligations	10	(856)	(1,035)
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	Proceeds from CRDA Investments	10	0	919
11		0	0
12	Net Cash Provided (Used) By Investing Activities.....		(1,534)	(2,544)
	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.....	4	0	(6)
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	Borrowings/(Repayments) of Grid Note Payable		4,927	(101)
22			
23	Net Cash Provided (Used) By Financing Activities.....		4,927	(107)
24	Net Increase (Decrease) in Cash and Cash Equivalents.....		(2,450)	(3,107)
25	Cash and Cash Equivalents at Beginning of Period.....		12,702	15,255
26	Cash and Cash Equivalents at End of Period.....		\$10,252	\$12,148
	CASH PAID DURING PERIOD FOR:			
27	Interest (Net of Amount Capitalized).....		\$16	\$1,110
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 SIX MONTHS ENDED JUNE 30, 2010 AND 2009
(UNAUDITED)
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2010 (c)	2009 (d)
	CASH FLOWS FROM OPERATING ACTIVITIES:			
29	Net Income (Loss).....		(\$9,212)	(\$193,489)
30	Depreciation and Amortization of Property and Equipment.....		1,338	373
31	Amortization of Other Assets.....		0	0
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	302	65
37	(Gain) Loss from Other Investment Activities.....	8	0	(15,196)
38	(Increase) Decrease in Receivables and Patrons' Checks		(64)	1,242
39	(Increase) Decrease in Inventories		(43)	81
40	(Increase) Decrease in Other Current Assets.....		(563)	(612)
41	(Increase) Decrease in Other Assets.....		448	1,519
42	Increase (Decrease) in Accounts Payable.....		(404)	1,526
43	Increase (Decrease) in Other Current Liabilities	7	2,363	(1,133)
44	Increase (Decrease) in Other Liabilities		(8)	(7)
45	Asset Impairment Charges	3	0	205,175
46			0	0
47	Net Cash Provided (Used) By Operating Activities.....		(\$5,843)	(\$456)

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

	ACQUISITION OF PROPERTY AND EQUIPMENT:			
48	Additions to Property and Equipment.....		(\$678)	(\$2,428)
49	Less: Capital Lease Obligations Incurred.....		0	0
50	Cash Outflows for Property and Equipment.....		(\$678)	(\$2,428)
	ACQUISITION OF BUSINESS ENTITIES:			
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
	STOCK ISSUED OR CAPITAL CONTRIBUTIONS:			
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 JUNE 30, 2010

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.

8/16/2010

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

(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 was a majority-owned subsidiary of Trump Entertainment Resorts, Inc. (“TER”), a Delaware corporation, prior to June 30, 2010.

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, 2009 Quarterly Report as filed with the CCC.

In preparing the accompanying financial statements, the Company has reviewed, as determined necessary by the Company’s management, events that have occurred after June 30, 2010.

The accompanying financial statements have been prepared in accordance with Topic 852 – “Reorganizations” of the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) (“ASC 852”) and on a going concern basis, which contemplates continuity of operations, realization of assets and liquidation of liabilities in the ordinary course of business. The Company has experienced increased competition and has incurred significant recurring losses from operations. Further, the filing of the Chapter 11 Case constituted an event of default or otherwise triggered repayment obligations under the indenture governing the Senior Notes issued by TER Holdings and TER Funding and TER Holdings’ senior secured term loan agreement. The ability of the Company to continue as a going concern is contingent upon, among other things; (i) the ability of the Company to generate cash from operations and to maintain adequate cash on hand and (ii) 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. The accompanying financial statements also do not reflect any of the transactions that occurred on the Consummation Date (as defined below).

Liabilities subject to compromise in the Balance Sheets relate to certain of the liabilities of the Debtors incurred prior to the Petition Date. In accordance with ASC 852, liabilities subject to compromise are recorded at the estimated amount that is expected to be allowed as pre-petition claims in the Chapter 11 Case, even if they may be settled for lesser amounts in the future. Adjustments may result from negotiations, actions of the Bankruptcy Court, further developments with respect to disputed claims, rejection of executory contracts and unexpired leases, proofs of claim, implementation of a plan of reorganization or other events. As of June 30, 2010, liabilities subject to compromise consisted of amounts outstanding under the 8.5% Grid Note totaling \$30,853.

All other liabilities are expected to be satisfied in the ordinary course of business. Accordingly, the Company has not reflected any of these liabilities as subject to compromise in the accompanying Balance

TRUMP MARINA ASSOCIATES, LLC
NOTES TO FINANCIAL STATEMENTS

(unaudited)
(in thousands)

Sheets. The Company believes this classification provides an appropriate presentation of liabilities that are subject to compromise and not subject to compromise.

The Company was required to accrue interest expense during the Chapter 11 Case only to the extent that it was probable that such interest would be paid pursuant to the proceedings. The Company continued to record interest expense under the contractual terms of its Grid Note (as defined below).

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 – CHAPTER 11 CASE

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 August 3, 2009, the Debtors filed their initial joint chapter 11 plan of reorganization with the Bankruptcy Court (as thereafter amended, the “Original Debtors’ Plan”) and the Disclosure Statement relating thereto (the “Original Debtors’ Disclosure Statement”). Following the termination of the Purchase Agreement, dated August 3, 2009 (as thereafter amended as of October 5, 2009), among TER, TER Holdings, BNAC, Inc. and Donald J. Trump (“Mr. Trump”) by Mr. Trump on November 16, 2009, and subsequent negotiations with their principal creditor constituencies, the Debtors decided to withdraw the Original Debtors’ Plan. Further, the Debtors decided to endorse and become co-proponents of the plan of reorganization proposed by the ad hoc committee (the “Ad Hoc Committee”) of the holders of the Debtors’ 8.5% Senior Secured Notes due 2015 (the “Senior Notes”) filed on August 11, 2009, and thereafter amended (the “AHC Plan”) and the Disclosure Statement relating thereto (the “AHC Disclosure Statement”) and entered into an Amended and Restated Noteholder Backstop Agreement dated as of December 11, 2009 with the members of the Ad Hoc Committee. On December 24, 2009, the Debtors and the Ad Hoc Committee filed with the Bankruptcy Court a revised AHC Plan and revised AHC Disclosure Statement (as thereafter amended on January 5, 2010, the “AHC/Debtors Plan” and “AHC/Debtors Disclosure Statement”, respectively), reflecting the Debtors’ support of and co-proponent role with respect to such plan.

On May 7, 2010, TER obtained Bankruptcy Court approval to enter into a \$24,000 secured debtor-in-possession facility (the “DIP Note Purchase Agreement”), by and among the Debtors, Wilmington Trust FSB, as administrative agent and collateral agent (the “DIP Agent”), and the note purchasers party to the DIP Note Purchase Agreement. TER subsequently entered into the DIP Note Purchase Agreement on May 25, 2010, and advances in the amount of \$10,000 were made by the lenders thereunder on June 10, 2010.

The DIP Note Purchase Agreement provided for a maturity date of the indebtedness thereunder that would be the earliest of (1)(x) six months from the closing date of such agreement and (y) five months after May 7, 2010, if that certain Amended and Restated Backstop Agreement, dated December 11, 2009 (as thereafter amended), among TER and members of the Ad Hoc Committee was not amended to extend the termination provisions thereunder, (2) the effective date of the AHC/Debtors Plan, (3) the date of confirmation of a plan of reorganization for TER other than the AHC/Debtors Plan and (4) the acceleration

TRUMP MARINA ASSOCIATES, LLC
NOTES TO FINANCIAL STATEMENTS
(unaudited)
(in thousands)

of the indebtedness under the DIP Note Purchase Agreement as a result of the occurrence of an event of default (as defined therein).

The DIP Note Purchase Agreement contained various representations, warranties and covenants by the Debtors, including reporting requirements. The DIP Note Purchase Agreement provided for the payment of interest at a rate per annum equal to 10% payable on the earlier of the maturity date or the date on which an event of default occurred under the DIP Note Purchase Agreement.

On May 7, 2010, the Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Supplemental Modified Sixth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code Proposed by the Debtors and the Ad Hoc Committee of Holders of 8.5% Senior Secured Notes Due 2015, as filed with the Bankruptcy Court, in final form, on May 7, 2010 (the “Plan of Reorganization”).

On July 16, 2010 (the “Consummation Date”), the Plan of Reorganization became effective and the transactions contemplated by the Plan of Reorganization were consummated.

The holders of claims under TER’s prepetition first lien credit facility and the agent under the prepetition first lien credit facility have appealed the Confirmation Order. That appeal was filed on May 17, 2010 and is currently pending before the United States District Court for the District of New Jersey (the “District Court”). TER has filed a motion to dismiss the appeal in the District Court on the grounds of equitable mootness as a result of the Plan of Reorganization becoming effective.

The following is a summary of the transactions that occurred pursuant to the Plan of Reorganization. This summary only highlights certain of the substantive provisions of the Plan of Reorganization and is not intended to be a complete description of, or a substitute for a full and complete reading of, the Plan of Reorganization. This summary is qualified in its entirety by reference to the full text of the Plan of Reorganization.

Pursuant to the Plan of Reorganization, on the Consummation Date, the following occurred:

- TER Holdings, TER and certain subsidiaries of TER, including Marina Associates, (the “Subsidiary Guarantors”), each as reorganized pursuant to the Plan of Reorganization, entered into an Amended and Restated Credit Agreement (the “Amended and Restated Credit Agreement”) with Beal Bank, SSB, as collateral agent and administrative agent, and Icahn Partners LP, Icahn Partners Master Fund LP, Icahn Partners Master Fund II LP and Icahn Partners Master Fund III LP, as initial lenders. The indebtedness under the Amended and Restated Credit Agreement represents term loans (collectively, the “Term Loans”), in the total principal amount, as of the Consummation Date, of approximately \$356,375, of which, as of the Consummation Date, \$334,000 comprised the Interest Bearing Component (as defined in the Amended and Restated Credit Agreement) and approximately \$22,375 comprised the Non-Interest Component (as defined in the Amended and Restated Credit Agreement);
- TER entered into a registration rights agreement (the “Registration Rights Agreement”), pursuant to which TER agreed to file with the Securities and Exchange Commission (the “SEC”) no later than 30 days after the Consummation Date, and to use its commercially reasonable efforts to cause to be declared effective by 60 days after the Consummation Date, a registration statement to register for resale the new common stock of TER issued pursuant to the Plan of Reorganization and held by the Backstop Parties (as defined below) and other eligible holders of new common stock who elect to become parties thereto. In addition, pursuant to the Registration Rights Agreement, the Backstop Parties have piggyback registration rights and have agreed to certain limitations on their registration rights, including cutbacks and a holder standstill period;

TRUMP MARINA ASSOCIATES, LLC
NOTES TO FINANCIAL STATEMENTS

(unaudited)

(in thousands)

- TER and TER Holdings entered into an amended and restated services agreement (the “Services Agreement”) with Mr. Trump and Ivanka Trump (“Ms. Trump” and, together with Mr. Trump, the “Trump Parties”), which amends, restates and supersedes the previous services agreement entered into among TER, TER Holdings and Mr. Trump in 2005;
- TER Holdings, TER, and certain of its subsidiaries, including Marina Associates, (collectively, the “Licensee Entities”) entered into a Second Amended and Restated Trademark License Agreement with the Trump Parties (the “Trademark License Agreement”), which amends, restates and supersedes the previous trademark license agreement among TER, TER Holdings and Mr. Trump and provides that the Trump Parties grant the Licensee Entities a royalty-free license to use certain trademarks, service marks, names, domain names and related intellectual property associated with the name “Trump” and the Trump Parties (the “Trump Parties Intellectual Property”) in connection with TER Holdings’ casino and gaming activities relating to TER’s three existing casino properties in Atlantic City, New Jersey (Trump Taj Mahal Casino Resort, Trump Plaza Hotel & Casino and Trump Marina Hotel & Casino), subject to certain terms and conditions. The Trademark License Agreement shall be in effect from the Consummation Date until terminated pursuant to the terms of the Trademark License Agreement, including upon 30 days notice by TER Holdings, failure to use the Licensed Marks (as defined in the Trademark License Agreement) for 90 days, a sale of all of the casino properties, the use by the Licensee Entities of any of the Trump Parties Intellectual Property in a manner inconsistent with the Trademark License Agreement or certain other defaults by the Licensee Entities of the terms and provisions therein;
- aggregate capital contributions of \$225,000 in new equity (in exchange for 7,500,000 shares of TER’s new common stock, or 70% of TER’s new common stock) were made pursuant to a rights offering to eligible holders of the Senior Notes and general unsecured claims (the “Rights Offering”), which was backstopped by members of the Ad Hoc Committee and/or their affiliates (the “Backstop Parties”) (who received 2,142,857 shares of TER’s new common stock, or 20% of TER’s new common stock, as a backstop fee in consideration for their agreement to provide such backstop commitment);
- the holders of claims under the \$493,250 pre-petition first lien credit facility entered into by TER on December 21, 2007 received, in full and final satisfaction of their claims, (i) \$125,000 in cash from the proceeds of the Rights Offering and (ii) the new Term Loans in the total principal amount of approximately \$356,375 on terms approved by the Bankruptcy Court as set forth in the Amended and Restated Credit Agreement;
- the DIP Note Purchase Agreement was canceled. All outstanding obligations under the DIP Note Purchase Agreement, consisting of \$10,000 of principal and \$100 of accrued interest, together with fees and expenses, were repaid with proceeds from the Rights Offering;
- pursuant to the terms of a plan support agreement (the “DJT Settlement Agreement”) dated as of November 16, 2009, entered into among the Trump Parties, The Trump Organization, ACE Entertainment Holdings, Inc. and each of their respective affiliates or entities under the control, directly or indirectly, of the Trump Parties (collectively, the “DJT Parties”), and certain holders of Senior Notes, and in exchange for the waiver of certain claims held by the Trump Parties against the Debtors, and in consideration of the Trump Parties entering into the Trademark License Agreement and the Services Agreement with certain of the Debtors, TER issued to Mr. Trump (i) 535,714 shares of TER’s new common stock (representing 5% of TER’s new common stock), along with warrants (the “DJT Warrants”) to purchase up to an additional 535,714 shares of TER’s new common stock (representing 5% of TER’s new common stock), at an exercise price of \$123.74 per share, subject to certain anti-dilution provisions. The DJT Warrants expire five years from the Consummation Date;

TRUMP MARINA ASSOCIATES, LLC
NOTES TO FINANCIAL STATEMENTS

(unaudited)
(in thousands)

- the indebtedness evidenced by the Senior Notes and the indenture pursuant to which the Senior Notes were issued were canceled and a pro rata distribution of 535,714 shares of TER’s new common stock (representing 5% of TER’s new common stock) was made to holders of Senior Notes;
- general unsecured creditors received the lesser of (a) \$0.0078 per dollar of the principal or face amount of allowed general unsecured claims or (b) such holder’s pro rata share of \$1,206;
- a cash distribution was made in an amount of \$0.0012 per dollar of the principal or face amount of Senior Note claims or allowed general unsecured claims to those holders of Senior Notes (other than the Backstop Parties) and general unsecured creditors who were not eligible to participate in the Rights Offering or did not elect to subscribe for new common stock of TER in the Rights Offering;
- there was no recovery for stockholders or any other holder of equity interests held prior to the Consummation Date, and all equity interests in TER and all limited partnership interests in TER Holdings were canceled on the Consummation Date; and
- a new board of directors of TER was appointed effective as of the Consummation Date, consisting of Mark Juliano (TER’s chief executive officer), Eugene Davis, Jeffrey Gilbert, Marc Lasry, David Licht, Stephen McCall and Robert Symington.

As the transactions described above did not occur until July 16, 2010, they are not reflected in the historical financial statements of the Company as of June 30, 2010 and for periods prior to that date.

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

By letter dated February 13, 2009, 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.

NOTE 3 - PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

	June 30,	
	2010	2009
Land and land improvements	\$ 7,961	\$ 7,171
Building and building improvements	13,346	13,346
Furniture, fixtures and equipment	4,653	2,829
Construction-in-progress	26	154
	25,986	23,500
Less accumulated depreciation and amortization	(2,062)	-
Net property and equipment	\$ 23,924	\$ 23,500

Due to certain events and circumstances, including the continuing negative effects of regional competition on our results, the termination of the Marina Agreement, the pending sale of the Tropicana Casino and Resort in Atlantic City and the legalization of table games and sports betting in Delaware, the Company performed impairment testing related to its long-lived assets in accordance with ASC Topic 360 – “Property, Plant and Equipment” (“ASC 360”), during the second quarter of 2009. Based upon its review,

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the sum of the estimated undiscounted future cash flows expected to be generated by its long-lived asset groups were less than the carrying values of those assets. The Company estimated the fair value of the asset group based upon consideration of the cost, income and market approaches to value, as appropriate, and sought the assistance of an independent valuation firm. The Company recorded an asset impairment charge totaling \$205,175. The non-cash impairment charge is included within Nonoperating Income (Expense) in the June 2009 statement of income.

NOTE 4 - DEBT

As of June 30, 2010 and 2009, the Company's indebtedness consisted of:

	June 30,	
	2010	2009
8.5% Revolving Grid Note - TER Holdings, subject to compromise, due January 1, 2013, interest due and payable monthly	\$ 30,853	\$ 24,431
Capital lease obligations	-	-
	30,853	24,431
Less: current maturities and amounts subject to compromise	(30,853)	(24,431)
Long-term debt, net of current maturities	\$ -	\$ -

Event of Default

As discussed in Note 2, 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 \$493,250 senior secured facility entered into by TER and TER Holdings on December 21, 2007 (the "2007 Credit Agreement") and the Senior Notes. As a result, all indebtedness outstanding under the Senior Notes and the 2007 Credit Agreement (which has a cross-default provision with the Senior Notes) became automatically due and payable. During the Chapter 11 Case, actions to collect pre-petition indebtedness, as well as most pending litigation, were stayed and other contractual obligations against the Debtors generally were not permitted to be enforced. Absent an order of the Bankruptcy Court, substantially all pre-petition liabilities were subject to settlement under a plan of reorganization to be approved by the Bankruptcy Court. As described below, the Company guaranteed the indebtedness under the Senior Notes and 2007 Credit Agreement; therefore, the Company classified its intercompany indebtedness within liabilities subject to compromise in its Balance Sheet as of June 30, 2010 and 2009.

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. Outstanding borrowings under the Grid Note as of the Consummation Date will be subject to adjustments in accordance with the Company's application of fresh start accounting.

Guarantees

Marina Associates, along with Trump Taj Mahal Associates LLC ("Taj Associates") and Trump Plaza Associates LLC ("Plaza Associates") guarantees TER Holdings' and TER Funding's 2007 Credit Agreement and Senior Notes on a joint and several basis. The 2007 Credit Agreement is secured by substantially all of the assets of the TER Holdings, TER Funding and Marina Associates on a priority basis.

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Therefore, the Senior Notes and the guarantee thereof are effectively subordinated to amounts borrowed by TER under the 2007 Credit Agreement. The liens and security interests securing the Senior Notes are subject to the terms and conditions of the Amended and Restated Intercreditor Agreement dated as of December 21, 2007 by and among Beal Bank, S.S.B. and U.S. Bank National Association. At June 30, 2010, TER had outstanding borrowings of \$482,603 and \$1,248,969 under the 2007 Credit Agreement and the Senior Notes, respectively.

NOTE 5 - 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 six months ended June 30, 2010 and 2009.

At June 30, 2010, the Company had unrecognized tax benefits of approximately \$8,651, including interest. In accordance with ASC Topic 805 – “Business Combinations” (“ASC 805”), \$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 six months ended June 30, 2010 and 2009, the Company recognized approximately \$271 and \$268, respectively, in potential interest associated with uncertain tax positions. At June 30, 2010, the Company had approximately \$3,021 accrued for the payment of interest on uncertain tax positions. In accordance with ASC 805, to the extent interest is not assessed with respect to uncertain tax positions of the Company, amounts accrued will be reduced and reflected as a reduction of interest expense.

Federal and State Income Tax Audits

Tax years 2005 through 2009 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 2009 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 June 30, 2010, the Company has accrued \$7,971 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.

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Chapter 11 Case Implications

Pursuant to the Plan of Reorganization, on the Consummation Date, TER Holdings recognized cancellation of indebtedness income, and as a result, TER Holdings' partners will be required to reduce certain tax attributes such as net operating losses and the tax basis of assets. The reduction of tax attributes and the application of Section 382 of the Internal Revenue Code potentially limiting future tax attributes could result in increased future tax liabilities for TER Holdings' partners.

NOTE 6 - RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In April 2010, the FASB issued guidance on accruing for jackpot liabilities. The guidance clarifies that an entity should not accrue jackpot liabilities (or portions thereof) before a jackpot is won if the entity can avoid paying that jackpot. Jackpots should be accrued and charged to revenue when an entity has the obligation to pay the jackpot. This guidance applies to both base jackpots and the incremental portion of progressive jackpots. The guidance is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2010. This guidance should be applied by recording a cumulative-effect adjustment to opening retained earnings in the period of adoption. The Company is currently determining the impact of this guidance on its financial statements.

NOTE 7 - 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.

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

	June 30,	
	2010	2009
Trump Administration	\$ 1,535	\$ 240
Plaza Associates	61	20
Taj Associates	665	225
Total	<u>\$ 2,261</u>	<u>\$ 485</u>

Marina Associates engages in various transactions with the other Atlantic City hotel/casinos and related casino entities that are affiliates of TER. 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 \$2,556 and \$3,216 during the six months ended June 30, 2010 and 2009, respectively. Marina Associates reimburses Trump Administration for these allocated expenses.

NOTE 8 – TERMINATION OF ASSET PURCHASE AGREEMENT

On May 28, 2008, the Company entered into an Asset Purchase Agreement (the "Marina Agreement") to sell Trump Marina (the "Marina Property") to Coastal Marina, LLC ("Marina Buyer"), an affiliate of Coastal Development, LLC ("Coastal"). Pursuant to the Marina Agreement, (1) Marina Buyer was to acquire substantially all of the assets of, and assume certain liabilities related to, the business conducted at the Marina

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Property and (2) unrelated existing litigation between TER and Coastal was to be settled. Upon entering into the Marina Agreement, Marina 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 Marina Buyer to provide commitment letters to the Company for the financing of the acquisition of the Marina 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 Marina Property was decreased from \$316,000 to \$270,000; (2) any potential reduction to the purchase price based on the EBITDA of the business conducted at the Marina Property was eliminated; (3) the Company could terminate the Marina Agreement if the transaction did not close by May 28, 2009; and (4) the Original Marina Deposit held in escrow, together with any interest earned thereon, was released to the Company immediately and an additional \$2,000 deposit was placed in escrow (the “Additional Marina Deposit”), for a total deposit towards the purchase price of \$17,000.

Coastal failed to consummate the transaction within the time provided under the Marina Amendment. On June 1, 2009, the Company delivered notice to Coastal that the Marina Agreement, as amended by the Marina Amendment was terminated. Pursuant to the Marina Amendment, Coastal unconditionally and irrevocably (i) agreed that the Original Marina Deposit, including interest, had been fully earned by the Company and under no circumstance would the Original Marina Deposit be returned and (ii) waived any claim or right related to the Original Marina Deposit or for return of such. Accordingly, the Company recognized income of \$15,196 during the second quarter of 2009. The Company has not recognized income related to the Additional Marina Deposit remaining in escrow since the funds have not been released by the escrow agent.

On July 28, 2009, Marina Buyer and Coastal filed an Adversary Complaint with the Bankruptcy Court, claiming that we breached the Marina Agreement and that they were fraudulently induced, and seeking return of the Original Marina Deposit and the Additional Marina Deposit and other alleged damages and relief. We believe that these claims are without merit.

NOTE 9 – NON-OPERATING INCOME (EXPENSE)

Non-operating income (expense) for the six months ended June 30, 2010 and 2009 consists of:

	2010	2009
Interest income	\$ 75	\$ 123
Asset impairment charges (Note 3)	-	(205,175)
Income related to the termination of the Marina Agreement (Note 8)	-	15,196
Total	<u>\$ 75</u>	<u>\$ (189,856)</u>

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 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

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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 – As described in Note 2, on the Petition Date, the Debtors filed voluntary petitions in the Bankruptcy Court seeking relief under the Bankruptcy Code.

On May 7, 2010, the Bankruptcy Court entered the Confirmation Order confirming the Plan of Reorganization proposed by the Debtors and the Ad Hoc Committee. On the Consummation Date, the Plan of Reorganization became effective and the transactions contemplated thereby were consummated. See Note 2 for additional information about the Plan of Reorganization and the transactions consummated pursuant thereto.

The holders of claims under the prepetition 2007 Credit Agreement and the agent under the 2007 Credit Agreement have appealed the Confirmation Order. That appeal was filed on May 17, 2010 and is currently pending before the District Court. TER has filed a motion to dismiss the appeal in the District Court on the grounds of equitable mootness as a result of the Plan of Reorganization becoming effective.

Until the Consummation Date, the Debtors continued to operate their businesses as debtors-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 debtors-in-possession, the Debtors were authorized to continue to operate as ongoing businesses, and to pay all debts and honor all obligations arising in the ordinary course of their businesses after the Petition Date. However, the Debtors could 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, were stayed. Other pre-petition contractual obligations against the Debtors generally were not permitted to be enforced.

Termination of Asset Purchase Agreement – On May 28, 2008, the Company entered into the Marina Agreement to sell the Marina Property to Marina Buyer, an affiliate of Coastal. Upon entering into the Marina Agreement, Marina 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, including, but not limited to providing that the Company could terminate the Marina Agreement if the transaction did not close by May 28, 2009 and that the Original Marina Deposit held in escrow, together with any interest earned thereon, was released to the Company immediately and the Additional Marina Deposit was placed in escrow for a total deposit towards the purchase price of \$17,000. Coastal failed to consummate the transaction within the time provided under the Marina Amendment. On June 1, 2009, the Company delivered notice to Coastal that the Marina Agreement, as amended by the Marina Amendment, was terminated. The Company also delivered notice to the escrow agent requesting release of the Additional Marina Deposit to the Company. On July 28, 2009, Marina Buyer and Coastal filed an Adversary Complaint with the Bankruptcy Court, claiming they were fraudulently induced to enter the Marina Agreement, that the agreement was breached, and that these and other related claims gave rise to a right to the return of the Initial Marina Deposit, the Additional Marina Deposit, damages and other relief. On October 21, 2009, Marina Buyer and Coastal filed an Amended Complaint adding Mr. Trump and other parties as defendants, and adding additional allegations to the existing claims. We believe these claims are without merit.

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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

As required by the provisions of the Casino Control Act, a casino licensee must pay an investment alternative tax of 2.5% of its gross casino revenues as defined in the New Jersey Casino Control Act. However, pursuant to contracts with the Casino Reinvestment Development Authority ("CRDA"), Trump Taj Mahal, Trump Plaza and Trump Marina (collectively, the "Trump Entities") each pay 1.25% of their gross casino revenues to the CRDA (the "CRDA Payment") to fund qualified investments as defined in the Casino Control Act and such CRDA Payment entitles each such casino property to an investment tax credit in an amount equal to twice the amount of the CRDA Payment against the 2.5% investment alternative tax. Qualified investments may include the purchase of bonds issued by the CRDA at a below market rate of interest, direct investment in projects or donation of funds to projects as determined by CRDA. Pursuant to the contracts with CRDA, each of the casino properties is required to make quarterly deposits with the CRDA to satisfy its investment obligations. The Company recognized expense of \$158 and \$302 during the three and six months ended June 30, 2010, respectively, and \$168 and \$342 during the three and six months ended June 30, 2009, respectively, to give effect to the below market interest rates associated with CRDA deposits and bonds.

In addition, due to the receipt of proceeds during the second quarter of 2009 which, as discussed below, were funded by certain of our CRDA deposits, we recognized \$277 of income representing the reversal of previously recognized expense.

During March 1999, the Trump Entities and the CRDA entered into an Investment Agreement pursuant to which the Trump Entities invested \$5,000 from certain of their available CRDA Payments to establish a Housing Construction Finance Fund for use by the CRDA for a ten-year term to provide a financing mechanism to enhance its housing initiatives in Atlantic City. At the end of the Fund's ten-year term, the \$5,000 donation was to be returned to the Trump Entities. During April 2009, the CRDA returned the \$5,000 to the Trump Entities in accordance with the Investment Agreement, with the Company's portion being \$564.

In 1995, the CRDA passed a resolution establishing a Donation Credit Policy to serve as a guide regarding donations made by casino licensees from their available CRDA Payments. During May 2010, and in conformance with that policy, the Trump Entities requested that the CRDA approve credit donation/direct investments with cash-back credits therefrom in the aggregate amount of \$9,590 and contributions of the balance thereof, to the CRDA Atlantic City Housing Fund, North Jersey Project Fund and South Jersey Housing, Transportation and Green Initiatives Fund (collectively, the "CRDA Transactions"). By resolutions dated May 18, 2010, the CRDA approved the CRDA Transactions, with Marina Associates portion being \$1,991.

On May 28, 2010, the first lien lenders commenced an adversary proceeding by filing a complaint with the Bankruptcy Court seeking a preliminary injunction enjoining the Debtors from consummating the CRDA Transactions, arguing, among other things, that the consummation of the CRDA Transactions would

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constitute an impermissible transfer of their collateral outside the ordinary course of business in violation of the Bankruptcy Court's cash collateral order and the pre-petition first lien financing documents. The first lien lenders further contended that, in the event that the CRDA Transactions were consummated, the Debtors would be required to pay any proceeds from those transactions to the First Lien Lenders. The Debtors consented to entry of the injunction and agreed not to consummate the CRDA Transactions through the Consummation Date. By its terms, that injunction is no longer in effect.

On July 1, 2010, the Debtors filed an answer and counterclaim (the "Counterclaim") seeking declaratory judgment that (1) the CRDA Transactions are permitted under the Amended and Restated Credit Agreement and related security agreement, and (2) the Debtors are not required to deliver any of the proceeds of the CRDA Transactions to the first lien lenders. The Counterclaim is currently pending before the Bankruptcy Court.

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 our 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 June 2009, Marina Associates received \$266 of proceeds from the Atlantic City Expansion Fund and \$89 of 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 4.4%.

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

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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.