

**TRUMP PLAZA ASSOCIATES, LLC
QUARTERLY REPORT
FOR THE QUARTER ENDED JUNE 30, 2013**

**SUBMITTED TO THE
DIVISION OF GAMING ENFORCEMENT
OF THE
STATE OF NEW JERSEY**



**OFFICE OF FINANCIAL INVESTIGATIONS
REPORTING MANUAL**

TRUMP PLAZA ASSOCIATES, LLC

BALANCE SHEETS

AS OF JUNE 30, 2013 AND 2012

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2013 (c)	2012 (d)
	<u>ASSETS:</u>			
	Current Assets:			
1	Cash and Cash Equivalents.....		\$9,755	\$9,599
2	Short-Term Investments.....		0	0
3	Receivables and Patrons' Checks (Net of Allowance for Doubtful Accounts - 2013, \$1,291; 2012, \$1,681).....		3,276	7,523
4	Inventories		415	483
5	Other Current Assets.....	5	1,266	1,832
6	Total Current Assets.....		14,712	19,437
7	Investments, Advances, and Receivables.....	8 & 9	12,566	12,418
8	Property and Equipment - Gross.....		68,136	66,773
9	Less: Accumulated Depreciation and Amortization.....		(48,502)	(13,013)
10	Property and Equipment - Net.....		19,634	53,760
11	Other Assets.....		1,257	1,397
12	Total Assets.....		\$48,169	\$87,012
	<u>LIABILITIES AND EQUITY:</u>			
	Current Liabilities:			
13	Accounts Payable.....		\$3,931	\$2,831
14	Notes Payable.....		0	0
	Current Portion of Long-Term Debt:			
15	Due to Affiliates.....		0	0
16	External.....	2	315	0
17	Income Taxes Payable and Accrued.....	5	0	0
18	Other Accrued Expenses.....		6,662	7,588
19	Other Current Liabilities.....	6 & 11	6,675	8,413
20	Total Current Liabilities.....		17,583	18,832
	Long-Term Debt:			
21	Due to Affiliates.....	2 & 9	75,000	68,161
22	External.....	2	459	0
23	Deferred Credits	5	0	62
24	Other Liabilities.....	11	10,559	4,869
25	Commitments and Contingencies.....	8	0	0
26	Total Liabilities.....		103,601	91,924
27	Stockholders', Partners', or Proprietor's Equity.....		(55,432)	(4,912)
28	Total Liabilities and Equity.....		\$48,169	\$87,012

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

TRUMP PLAZA ASSOCIATES, LLC

STATEMENTS OF INCOME

FOR THE SIX MONTHS ENDED JUNE 30, 2013 AND 2012

(UNAUDITED)
(\$ IN THOUSANDS)

AMENDED NOVEMBER 15, 2013

Line (a)	Description (b)	Notes	2013 (c)	2012 (d)
	Revenue:			
1	Casino.....		\$36,617	\$54,088
2	Rooms.....		8,197	9,977
3	Food and Beverage.....		3,794	7,371
4	Other.....		1,709	2,368
5	Total Revenue.....		50,317	73,804
6	Less: Promotional Allowances.....		13,343	20,719
7	Net Revenue.....		36,974	53,085
	Costs and Expenses:			
8	Cost of Goods and Services.....		33,814	47,677
9	Selling, General, and Administrative.....	3	4,359	(6,369)
10	Provision for Doubtful Accounts.....		(36)	194
11	Total Costs and Expenses.....		38,137	41,502
12	Gross Operating Profit.....		(1,163)	11,583
13	Depreciation and Amortization.....		630	1,869
	Charges from Affiliates Other than Interest:			
14	Management Fees.....		0	0
15	Other.....	6	1,228	1,664
16	Income (Loss) from Operations.....		(3,021)	8,050
	Other Income (Expenses):			
17	Interest Expense - Affiliates.....	2	(4,453)	(4,488)
18	Interest Expense - External.....	2	(256)	(315)
19	CRDA Related Income (Expense) - Net.....	8	(228)	(145)
20	Nonoperating Income (Expense) - Net.....	4 & 7	104	1,085
21	Total Other Income (Expenses).....		(4,833)	(3,863)
22	Income (Loss) Before Taxes and Extraordinary Items.....		(7,854)	4,187
23	Provision (Credit) for Income Taxes.....	5	0	0
24	Income (Loss) Before Extraordinary Items.....		(7,854)	4,187
25	Extraordinary Items (Net of Income Taxes - 2013 \$0; 2012, \$0).....		0	0
26	Net Income (Loss).....		(\$7,854)	\$4,187

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

TRUMP PLAZA ASSOCIATES, LLC

STATEMENTS OF INCOME

FOR THE THREE MONTHS ENDED JUNE 30, 2013 AND 2012

(UNAUDITED)
(\$ IN THOUSANDS)

AMENDED NOVEMBER 15, 2013

Line (a)	Description (b)	Notes	2013 (c)	2012 (d)
	Revenue:			
1	Casino.....		\$19,729	\$27,165
2	Rooms.....		4,486	5,519
3	Food and Beverage.....		2,351	4,219
4	Other.....		926	1,219
5	Total Revenue.....		27,492	38,122
6	Less: Promotional Allowances.....		7,303	11,152
7	Net Revenue.....		20,189	26,970
	Costs and Expenses:			
8	Cost of Goods and Services.....		18,004	24,046
9	Selling, General, and Administrative.....	3	2,035	(10,270)
10	Provision for Doubtful Accounts.....		(61)	120
11	Total Costs and Expenses.....		19,978	13,896
12	Gross Operating Profit.....		211	13,074
13	Depreciation and Amortization.....		315	988
	Charges from Affiliates Other than Interest:			
14	Management Fees.....			0
15	Other.....	6	589	817
16	Income (Loss) from Operations.....		(693)	11,269
	Other Income (Expenses):			
17	Interest Expense - Affiliates.....	2	(2,244)	(2,244)
18	Interest Expense - External.....	2	(124)	(152)
19	CRDA Related Income (Expense) - Net.....	8	(114)	(106)
20	Nonoperating Income (Expense) - Net.....	7	52	95
21	Total Other Income (Expenses).....		(2,430)	(2,407)
22	Income (Loss) Before Taxes and Extraordinary Items.....		(3,123)	8,862
23	Provision (Credit) for Income Taxes.....	5		
24	Income (Loss) Before Extraordinary Items.....		(3,123)	8,862
25	Extraordinary Items (Net of Income Taxes - 20__, \$____; 20__, \$____).....			
26	Net Income (Loss).....		(\$3,123)	\$8,862

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

TRUMP PLAZA ASSOCIATES, LLC

STATEMENTS OF CHANGES IN PARTNERS', PROPRIETOR'S OR MEMBERS' EQUITY

FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2012
AND THE SIX MONTHS ENDED JUNE 30, 2013

(UNAUDITED)
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	Contributed Capital (c)	Accumulated Earnings (Deficit) (d)	(e)	Total Equity (Deficit) (f)
1	Balance, December 31, 2011.....		\$11,634	(\$20,733)		(\$9,099)
2	Net Income (Loss) - 2012.....			(38,479)		(38,479)
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, 2012.....		11,634	(59,212)	0	(47,578)
11	Net Income (Loss) - 2013.....			(7,854)		(7,854)
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, 2013.....		\$11,634	(\$67,066)	\$0	(\$55,432)

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

TRUMP PLAZA ASSOCIATES, LLC
STATEMENTS OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 2013 AND 2012
(UNAUDITED)
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2013 (c)	2012 (d)
1	CASH PROVIDED (USED) BY OPERATING ACTIVITIES..		\$344	(\$5,040)
	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.....		(1,545)	(304)
5	Proceeds from Disposition of Property and Equipment.....		0	0
6	CRDA Obligations	8	(428)	(735)
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.....		(1,973)	(1,039)
	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	2	774	0
16	Costs of Issuing Debt.....		0	0
17	Payments to Settle Long-Term Debt.....		0	(122)
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	2	829	3,576
22				
23	Net Cash Provided (Used) By Financing Activities.....		1,603	3,454
24	Net Increase (Decrease) in Cash and Cash Equivalents.....		(26)	(2,625)
25	Cash and Cash Equivalents at Beginning of Period.....		9,781	12,224
26	Cash and Cash Equivalents at End of Period.....		\$9,755	\$9,599
	CASH PAID DURING PERIOD FOR:			
27	Interest (Net of Amount Capitalized).....	2	\$3,879	\$1,226
28	Income Taxes.....		\$0	\$0

The accompanying notes are an integral part of the financial statements.
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TRUMP PLAZA ASSOCIATES, LLC

STATEMENTS OF CASH FLOWS

FOR THE SIX MONTHS ENDED JUNE 30, 2013 AND 2012

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2013 (c)	2012 (d)
	CASH FLOWS FROM OPERATING ACTIVITIES:			
29	Net Income (Loss).....		(\$7,854)	\$4,187
30	Depreciation and Amortization of Property and Equipment...		630	1,869
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.....		35	18
36	(Gain) Loss on CRDA-Related Obligations.....	8	228	145
37	(Gain) Loss from Other Investment Activities.....		0	0
38	(Increase) Decrease in Receivables and Patrons' Checks		(297)	4,012
39	(Increase) Decrease in Inventories		(17)	134
40	(Increase) Decrease in Other Current Assets.....		(310)	(434)
41	(Increase) Decrease in Other Assets.....		206	356
42	Increase (Decrease) in Accounts Payable.....		940	187
43	Increase (Decrease) in Other Current Liabilities	11	1,065	(867)
44	Increase (Decrease) in Other Liabilities	11	6,248	(532)
45	Income from Property Tax Settlement	3	(530)	(14,115)
46				0
47	Net Cash Provided (Used) By Operating Activities.....		\$344	(\$5,040)

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

	ACQUISITION OF PROPERTY AND EQUIPMENT:			
48	Additions to Property and Equipment.....		(\$1,545)	(\$304)
49	Less: Capital Lease Obligations Incurred.....		0	0
50	Cash Outflows for Property and Equipment.....		(\$1,545)	(\$304)
	ACQUISITION OF BUSINESS ENTITIES:			
51	Property and Equipment Acquired.....		\$0	\$0
52	Goodwill Acquired.....		0	0
53	Other Assets Acquired - net		0	0
54	Long-Term Debt Assumed.....		0	0
55	Issuance of Stock or Capital Invested.....		0	0
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 PLAZA ASSOCIATES, LLC
SCHEDULE OF PROMOTIONAL
EXPENSES AND ALLOWANCES

FOR THE SIX MONTHS ENDED JUNE 30, 2013
(UNAUDITED)
(\$ IN THOUSANDS)

Line (a)	Description (b)	Promotional Allowances		Promotional Expenses	
		Number of Recipients (c)	Dollar Amount (d)	Number of Recipients (e)	Dollar Amount (f)
1	Rooms	53,790	\$4,471	0	\$0
2	Food	23,664	723	16,737	427
3	Beverage	235,013	1,347	0	0
4	Travel	0	0	348	97
5	Bus Program Cash	0	0	0	0
6	Promotional Gaming Credits	528,750	6,377	0	0
7	Complimentary Cash Gifts	15,106	312	0	0
8	Entertainment	0	0	5	1
9	Retail & Non-Cash Gifts	5,092	104	19,666	264
10	Parking	0	0	56,034	168
11	Other	178	9	79	30
12	Total	861,593	\$13,343	92,869	\$987

FOR THE THREE MONTHS ENDED JUNE 30, 2013

Line (a)	Description (b)	Promotional Allowances		Promotional Expenses	
		Number of Recipients (c)	Dollar Amount (d)	Number of Recipients (e)	Dollar Amount (f)
1	Rooms	29,912	\$2,421	0	\$0
2	Food	14,031	438	8,555	228
3	Beverage	131,729	730	0	0
4	Travel	0	0	206	51
5	Bus Program Cash	0	0	0	0
6	Promotional Gaming Credits	301,610	3,481	0	0
7	Complimentary Cash Gifts	7,092	169	0	0
8	Entertainment	0	0	0	0
9	Retail & Non-Cash Gifts	2,946	59	10,972	125
10	Parking	0	0	29,526	89
11	Other	90	5	49	8
12	Total	487,410	\$7,303	49,308	\$501

*No item in this category (Other) exceeds 5%.

TRUMP PLAZA ASSOCIATES, LLC STATEMENT OF CONFORMITY, ACCURACY, AND COMPLIANCE

FOR THE QUARTER ENDED JUNE 30, 2013

1. I have examined this Quarterly Report.
2. All the information contained in this Quarterly Report has been prepared in conformity with the Division'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.S.A. 5:12-84a(1)-(5) during the quarter.

11/15/2013 - Amended
Date



Dan McFadden

Vice President of Finance
Title

7167-11
License Number

On Behalf of:

TRUMP PLAZA ASSOCIATES, LLC
Casino Licensee

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

NOTE 1 – GENERAL

Organization and Operations

Trump Plaza Associates LLC (“Plaza Associates” or the “Company”), a New Jersey limited liability corporation, is 100% beneficially owned by Trump Entertainment Resorts Holdings, L.P. (“TER Holdings”), a Delaware limited partnership. TER Holdings is a wholly-owned subsidiary of Trump Entertainment Resorts, Inc. (“TER”), a Delaware corporation.

Plaza Associates owns and operates the Trump Plaza Hotel and Casino (“Trump Plaza”), an Atlantic City, New Jersey hotel and casino. Plaza 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.

Execution and Subsequent Termination of Asset Purchase Agreement

On February 14, 2013, TER and Plaza Associates entered into an Asset Purchase Agreement dated as of February 14, 2013 (the “Asset Purchase Agreement”) with Meruelo Gaming Holdings, LLC (“Meruelo Gaming”) and its affiliate Meruelo Enterprises, Inc. (“Meruelo Enterprises”), providing for the sale of Trump Plaza (the “Property”) to Meruelo Gaming. The Asset Purchase Agreement provided that, at the closing, Meruelo Gaming would acquire substantially all of the assets of, and would assume certain liabilities related to, the business conducted at the Property and would continue to operate the Property as a casino and hotel. The aggregate purchase price payable for the Property by Meruelo Gaming pursuant to the Asset Purchase Agreement was \$20,000, subject to a working capital adjustment at closing as provided in the Asset Purchase Agreement. Certain obligations of Meruelo Gaming were guaranteed by Meruelo Enterprises. The transaction was subject to receipt of approval from, and the release of the mortgage held by, Icahn Agency Services, LLC (“IAS”), the administrative agent under TER Holdings’ senior secured credit facility, and an affiliate of Icahn Partners L.P. (the “IAS Consent”), as well as receipt of approvals from New Jersey regulatory authorities and other customary closing conditions.

In connection with the Asset Purchase Agreement and the anticipated sale of the Property, TER Holdings entered into a Transitional Services Agreement with Meruelo Gaming (the “TSA”). Under the TSA, the parties agreed to facilitate Meruelo Gaming’s purchase of the Property by creating a transition and separation plan. Pursuant to the TSA, TER would also provide certain services relating to information technology for the benefit of Meruelo Gaming for a period of up to six months following consummation of the sale of the Property. TER Holdings was entitled to be reimbursed for certain costs associated with providing such services.

Because TER was not able to obtain the required approval from, and a release of the mortgage held by, IAS, on April 18, 2013, TER and Plaza Associates entered into the Termination and Option Agreement with Meruelo Gaming and Meruelo Enterprises which (i) terminated the Asset Purchase Agreement and the TSA and (ii) provides Meruelo Gaming with an option to purchase the Property for \$20,000, subject to certain conditions. The option is exercisable by Meruelo Gaming through November 30, 2013 in the event TER Holdings is able before that date to repay or refinance the indebtedness under its senior secured credit facility and ceases to be subject to restrictions on its ability to sell the Property free and clear of the existing mortgage. In the Termination and Option Agreement, TER agreed to reimburse Meruelo Gaming for a portion of its transaction expenses in connection with the terminated Asset Purchase Agreement under certain circumstances.

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”) and the New Jersey Division of

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

Gaming Enforcement (the “DGE”). 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, 2012 Quarterly Report as filed with the CCC and DGE.

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, 2013.

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.

NOTE 2 - DEBT

	June 30,	
	2013	2012
12% Revolving Grid Note - TER Holdings, due December 31, 2015, interest due and payable monthly	\$ 75,000	\$ 68,161
Other long-term debt (financed slot machines)	<u>774</u>	<u>-</u>
	<u>75,774</u>	<u>68,161</u>
Less: current maturities	<u>(315)</u>	<u>-</u>
Long-term debt, net of current maturities	<u><u>\$ 75,459</u></u>	<u><u>\$ 68,161</u></u>

12% Revolving Grid Note

On July 16, 2010, the Company entered into an Amended and Restated Revolving Grid Note (“12% Grid Note”) with TER Holdings. Pursuant to the 12% Grid Note, the Company agreed to repay up to \$75,000 of advances made by TER Holdings, including any accrued unpaid interest on outstanding advances thereon.

Guarantees

Plaza Associates, along with Trump Taj Mahal Associates LLC (“Taj Associates”) and Trump Marina Associates LLC (“Marina Associates”) guarantees TER Holdings’ Amended and Restated Credit Agreement on a joint and several basis. The Amended and Restated Credit Agreement is secured by substantially all of the assets of TER Holdings, Taj Associates and Plaza Associates on a priority basis. At June 30, 2013, TER had outstanding borrowings of \$289,055 under the Amended and Restated Credit Agreement.

NOTE 3 - CITY OF ATLANTIC CITY REAL ESTATE TAXES

2012 Settlement

During June 2012, TER settled with the City of Atlantic City (the “City”) with respect to its challenges to the real estate tax assessments for its casino properties for the tax years 2008 through 2012. The settlement terms were set forth in the Settlement Agreement entered into as of June 13, 2012 among TER’s subsidiaries Taj Associates, Plaza Associates and Marina Associates, along with Golden Nugget Atlantic City, LLC, which purchased the former Trump Marina Hotel Casino from TER during 2011, and the City.

TRUMP PLAZA ASSOCIATES, LLC
NOTES TO FINANCIAL STATEMENTS

(unaudited)
(in thousands)

Under the original settlement terms, the City agreed to provide TER with a credit for previously paid real estate taxes in the total amount of \$54,000, to be applied against future real estate tax payments of Taj Associates as follows: \$15,000 in 2013; \$9,000 per year in each of 2014, 2015 and 2016; and \$12,000 in 2017 (the "Settlement Agreement"). The Settlement Agreement provided that the City would have the option to issue a cash refund to the Company at any time for the unused portion of the credit. As part of the settlement, Taj Associates and Plaza Associates agreed to pay real estate taxes for 2012 based upon the City's 2012 assessments. In addition, the City confirmed its intention to assess Trump Taj Mahal Casino Resort at \$1.0 billion for tax year 2013 (a 40% reduction from the 2012 assessment) and Trump Plaza Hotel Casino at \$250.0 million for tax year 2013 (a 66% reduction from the 2012 assessment), and the Company agreed not to challenge such 2013 assessments.

On October 17, 2012, TER and the City entered into an amendment to Settlement Agreement whereby the City agreed that, upon (and subject to) completion of a successful offering by the City of its tax appeal refunding bonds, the City would, as permitted by the Settlement Agreement, pay to TER, from the proceeds of the offering, the amount of \$50,500 in cash within five days of the City's receipt of the proceeds, in lieu of the five-year credit provided for in the original Settlement Agreement. TER agreed to accept such payment in full satisfaction of amounts due under the Settlement Agreement.

On December 14, 2012, TER and the City agreed to further amend the settlement terms. Under the revised terms, the City agreed that the City would pay TER \$35,500 in cash upon receipt of proceeds from the City's bond offering, and that TER will be entitled to real estate tax credits in the aggregate amount of \$15,000, to be applied against real estate tax payments for 2013 of Taj Associates as follows: \$5,000 for the first quarter of 2013; \$3,400 for each of the second and third quarters of 2013; and \$3,200 for the fourth quarter of 2013. TER agreed to accept such payment and credits in lieu of, and in full satisfaction of, the City's obligations under the Settlement Agreement, as previously amended. On December 20, 2012, the City made the \$35,500 payment to TER.

Plaza Associates' allocated portion of the present value of the revised settlement, net of estimated legal fees and other expenses, was recorded as a reduction to Selling, General and Administrative Expenses during the quarter ended June 30, 2012 and was estimated to be \$14,115. This estimate was subsequently revised to \$14,998 during 2012. In addition, the three and six months ended June 30, 2013 include a credit of \$530 due to a reduction in estimated legal fees associated with the Settlement Agreement.

2013 Tax Increase

Property taxes reflected on the statements of income for the three and six months ended June 30, 2013 include the effect of a 17.5% increase in the 2013 property tax rate, which is retroactive to January 1, 2013.

NOTE 4 – INCOME RELATED TO UTILITY AGREEMENTS

On February 27, 2012, the Company entered into various agreements with one of its utility providers. In consideration for entering into the agreements, the Company received \$955 in cash. The Company recognized \$883 of income, net of related expenses, in connection with entering into these agreements. Such amount is reflected in Nonoperating Income in the statement of income during the six months ended June 30, 2012.

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

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

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. At December 31, 2012, the Company had state net operating loss carryforwards of approximately \$344,000 available to offset future taxable income. The New Jersey state net operating loss carryforwards expire from 2013 through 2032.

There was no state income tax provision during the three and six months ended June 30, 2013 and 2012.

At June 30, 2013, the Company had unrecognized tax benefits of \$295, including interest. The Company's unrecognized tax benefits would not affect its effective tax rate, if recognized.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties as a component of income tax expense. The Company did not recognize any potential interest associated with uncertain tax positions during the three and six months ended June 30, 2013 and 2012.

Federal and State Income Tax Audits

Tax years 2009 through 2012 remain subject to examination by federal and state tax authorities.

Chapter 11 Case Implications

On July 16, 2010, TER Holdings realized cancellation of indebtedness income which is excludable for tax purposes due to its bankruptcy proceedings. As a result, TER Holdings' partners were required to reduce certain tax attributes such as net operating losses and the tax basis of assets. The reduction of certain tax attributes could result in increased future tax liabilities for TER Holdings' partners. The Company is also reviewing the technical merits of a potential tax reporting position as a result of the restructuring and related transactions that may result in a substantial additional step-up in the tax basis of the Company's assets.

NOTE 6 - TRANSACTIONS WITH AFFILIATES

The Company engages in certain transactions with TER Holdings, Taj Associates, Trump Administration and Marina Associates, all of which are affiliates. Amounts due to / (from) affiliates are as follows:

	June 30,	
	2013	2012
Trump Administration	\$ 1,642	\$ 1,993
Marina Associates	-	388
Taj Associates	207	426
Total	<u>\$ 1,849</u>	<u>\$ 2,807</u>

Plaza Associates engages in various transactions with 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, but are not limited to, certain shared professional fees, insurance, advertising and payroll costs.

Trump Taj Mahal Associates Administration, a separate division of Taj Associates ("Trump Administration") provides certain shared services to Plaza Associates. Trump Administration allocated

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

expenses associated with such services to Plaza Associates totaling \$1,228 and \$1,664 during the six months ended June 30, 2013 and 2012, respectively. Plaza Associates reimburses Trump Administration for these allocated expenses.

On May 24, 2011, TER and Marina Associates completed the sale of the Trump Marina Hotel Casino (“Trump Marina”) to Golden Nugget Atlantic City, LLC (“Golden Nugget”), an affiliate of Landry’s Restaurants, Inc., pursuant to the Asset Purchase Agreement dated as of February 11, 2011, (as amended, the “Asset Purchase Agreement”). Pursuant to the Asset Purchase Agreement, at the closing, Golden Nugget acquired substantially all of the assets of, and assumed certain liabilities related to, the business conducted at Trump Marina.

NOTE 7 – NON-OPERATING INCOME (EXPENSE)

	Six Months Ended	
	June 30,	
	2013	2012
Interest income	\$ 104	\$ 202
Income related to Utility Agreements (Note 4)	-	883
Total	\$ 104	\$ 1,085

NOTE 8 - COMMITMENTS & CONTINGENCIES

Casino License Resubmission

The Company is subject to regulation and licensing by the CCC and the DGE. 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 Plaza for the following five-year period through June 2012. During 2012, the Company and certain individuals resubmitted the required documentation supporting a renewal of their qualification and licensure and were authorized to continue to operate while the DGE performed its investigations. The DGE completed its resubmission investigation of the Company and certain individuals and determined that no information was revealed that would affect the Company’s casino license. 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.

Legal Proceedings

Plaza 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 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.

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Casino Reinvestment Development Authority Obligations

As required by the provisions of the New Jersey 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 a contract with the Casino Reinvestment Development Authority (“CRDA”), the Company pays 1.25% of its 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 the Company 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 the CRDA. According to the Act, funds on deposit with the CRDA are invested by the CRDA and the resulting interest income is shared two-thirds to the casino and one-third to the CRDA. Further, the Act requires that CRDA bonds be issued at statutory rates established at two-thirds of the average rate of the Bond Buyer Weekly 25 Revenue Bond Index for bonds available for purchase during the last 26 weeks preceding the date the CRDA issues its bond. The Company records charges to expense equal to one-third of its obligation to reflect the lower return on investment at the date the obligation arises. Pursuant to the contract with the CRDA, the Company is required to make quarterly deposits with the CRDA to satisfy its investment obligations. We recognized expense of \$228 and \$145 during the six months ended June 30, 2013 and 2012, respectively, to give effect to the below market interest rates associated with CRDA deposits and bonds. In addition, adjustments were made for other transactions in both periods.

Atlantic City Tourism District

In February 2011, as part of the State of New Jersey’s plan to revitalize Atlantic City’s casino and tourism industries, a law was enacted requiring the creation of a tourism district (the “Tourism District”) to be administered and managed by the CRDA. The Tourism District includes each of the Atlantic City casino properties, along with certain other tourism related areas of Atlantic City. The law requires, among other things, the creation of a public-private partnership between the CRDA and a private entity that represents existing and future casino licensees. The private entity, known as The Atlantic City Alliance (the “ACA”), was established in the form of a not-for-profit corporation, of which the Company is a member. The public-private partnership established between the ACA and the CRDA is for an initial term of five years. Its general purpose is to revitalize and market the Tourism District. The law requires that a \$5,000 contribution be made to this effort by all casinos prior to 2012, followed by an annual amount of \$30,000 to be contributed by the casinos commencing January 1, 2012 for a term of five years. Each casino’s portion of the annual contribution is currently being assessed based on the percentage representing its gross gaming revenue for the prior calendar quarter compared to the aggregate gross gaming revenues for that period for all casinos. During the three and six months ended June 30, 2013, we recognized a credit of \$64 and expense of \$149 related to our portion of the \$30,000 contribution to be made during 2013. During the three and six months ended June 30, 2012, we recognized \$268 and \$577 of expense related to our portion of the \$30,000 contribution made for 2012.

Boardwalk Revitalization Project

During 2004, the Boardwalk Revitalization Fund was established by the CRDA to fund eligible boardwalk revitalization projects. The Boardwalk Revitalization Fund may be funded by a portion of the proceeds of the issuance and sale of certain Parking Fee Revenue Bonds and Atlantic City Fund Investment Alternative Tax Obligations.

During November 2011, the CRDA approved Taj Associates’ application for the restoration of its building façade and other elements along its Boardwalk level, its three connecting grand staircases and its open-air second level promenade for its entire frontage along the Atlantic City Boardwalk (the “Boardwalk Façade Project”) and approved a fund reservation in the amount of \$6,859 from such funds to be appropriated from the Company’s and Taj Associates’ remaining designated share of the Boardwalk Revitalization Fund.

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(in thousands)

A Project Grant Agreement dated as of March 30, 2012 was entered into by and between the CRDA and Taj Associates and Plaza Associates (the “Project Grant Agreement”). Pursuant to the Project Grant Agreement, the amount available from the Boardwalk Revitalization Fund to fund the Boardwalk Façade Project shall not exceed \$6,859 and excess amounts necessary to complete the Boardwalk Façade Project, if any, shall be borne by Taj Associates. Construction on the Boardwalk Façade Project at Trump Taj Mahal commenced during the second quarter 2012 and is expected to be completed during 2013.

NOTE 9 – FAIR VALUE MEASUREMENTS

ASC Topic 820 – “Fair Value Measurements and Disclosures” (“ASC 820”) establishes a hierarchy that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques (market approach, income approach and cost approach). The levels of the hierarchy are described below:

- Level 1: Observable inputs such as quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly; these include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs that reflect the reporting entity’s own assumptions.

Balances Measured at Fair Value

	<u>June 30, 2013</u>				<u>June 30, 2012</u>			
	<u>Balance</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Balance</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
CRDA bonds and deposits	\$12,566	—	\$12,566	—	\$12,418	—	\$12,418	—

The fair value measurements relating to the Company’s CRDA bonds and deposits were determined using inputs within Level 2 of ASC 820’s hierarchy. CRDA assets are discussed in Note 8.

Balances Disclosed at Fair Value

The carrying amounts of financial instruments included in current assets and current liabilities approximate their fair values due to their short-term nature. The carrying amounts of CRDA investments approximate their fair value as a result of allowances established to give effect to below-market interest rates.

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The estimated fair values of other financial instruments are as follows:

June 30, 2013				
	Amount Outstanding	Carrying Value	Estimated Fair Value	Fair Value Heirarchy
12% Grid Note	\$ 75,000	\$ 75,000	\$ 75,000	Level 2

June 30, 2012				
	Amount Outstanding	Carrying Value	Estimated Fair Value	Fair Value Heirarchy
12% Grid Note	\$ 68,161	\$ 68,161	\$ 68,161	Level 2

The carrying amount of the Grid Note approximates its fair value. The Company’s other long-term debt was not significant at June 30, 2013 and June 30, 2012.

NOTE 10 – EVACUATION AND CLOSURE OF FACILITIES

Superstorm Sandy

During late October 2012, an unusual mix of a hurricane and winter storm (“Superstorm Sandy”) caused widespread property damage and flooding to numerous regions along the Eastern United States. On October 27, 2012, in anticipation of Superstorm Sandy, the Governor of New Jersey ordered the closure of all businesses and the evacuation of Atlantic City, New Jersey. On October 28, 2012, the DGE ordered the temporary suspension of all twelve Atlantic City gaming licenses. The DGE vacated its order on November 2, 2012. Trump Plaza closed to the public on October 28, 2012. Although Superstorm Sandy made landfall in close proximity to Atlantic City, Trump Plaza sustained minor physical damage and was able to reopen on November 2, 2012. The Company’s results of operations were, and we believe continue to be, negatively impacted due to the closure and the extensive damage sustained within its primary feeder markets in the Mid-Atlantic Region.

The Company filed a claim for approximately \$3,400 with its insurance carriers relating to losses incurred through December 31, 2012 in connection with Superstorm Sandy. The Company is in the process of calculating the adverse impact that it believes the storm has had on its results of operations during 2013 for submission to the insurance carriers. While the Company has insurance that covers losses related to property damage and business interruptions, losses sustained may either be subject to significant deductibles or unfavorable coverage interpretation by the insurance carriers or a combination of both. No payment has been received to date, nor have the carriers approved our claim. There can be no assurance that the carriers will agree with our claim and accordingly, may not pay any or part of the claim.

NOTE 11 - EXECUTION OF ONLINE GAMING OPERATIONS AGREEMENT

On June 27, 2013 (the “Effective Date”), Plaza Associates entered into an Online Gaming Operations Agreement (the “Agreement”) with an unrelated third party provider (the “Provider”). Pursuant to the Agreement, the Provider will host, manage, operate and support online gambling games in the State of New Jersey on behalf of Plaza Associates. On the Effective Date, the Provider paid Plaza Associates \$7,500 representing a revenue advancement fee under the Agreement. In addition, under the terms of the Agreement, the Provider agreed to commit additional funds in the event Plaza Associates refinances all, or substantially all, of its outstanding indebtedness.