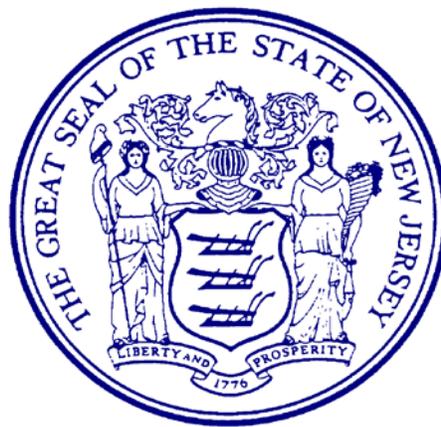


**TRUMP PLAZA ASSOCIATES, LLC  
QUARTERLY REPORT**

**FOR THE QUARTER ENDED JUNE 30, 2014**

**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, 2014 AND 2013

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2014 (c)	2013 (d)
	<u>ASSETS:</u>			
	Current Assets:			
1	Cash and Cash Equivalents.....	1	\$10,740	\$9,755
2	Short-Term Investments.....		0	0
3	Receivables and Patrons' Checks (Net of Allowance for Doubtful Accounts - 2014, \$1,065 ; 2013, \$1,291 ).....		1,728	3,276
4	Inventories .....		333	415
5	Other Current Assets.....		1,203	1,266
6	Total Current Assets.....		14,004	14,712
7	Investments, Advances, and Receivables.....	7 & 8	5,888	12,566
8	Property and Equipment - Gross.....		68,437	68,136
9	Less: Accumulated Depreciation and Amortization.....		(50,066)	(48,502)
10	Property and Equipment - Net.....		18,371	19,634
11	Other Assets.....		1,109	1,257
12	Total Assets.....		\$39,372	\$48,169
	<u>LIABILITIES AND EQUITY:</u>			
	Current Liabilities:			
13	Accounts Payable.....		\$5,418	\$3,931
14	Notes Payable.....		0	0
	Current Portion of Long-Term Debt:			
15	Due to Affiliates.....		0	0
16	External.....	2	333	315
17	Income Taxes Payable and Accrued.....	4	0	0
18	Other Accrued Expenses.....		6,139	6,662
19	Other Current Liabilities.....	3 & 5	23,695	6,675
20	Total Current Liabilities.....		35,585	17,583
	Long-Term Debt:			
21	Due to Affiliates.....	2 & 8	75,000	75,000
22	External.....	2	162	459
23	Deferred Credits .....		0	0
24	Other Liabilities.....	3	3,788	10,559
25	Commitments and Contingencies.....		0	0
26	Total Liabilities.....		114,535	103,601
27	Stockholders', Partners', or Proprietor's Equity.....		(75,163)	(55,432)
28	Total Liabilities and Equity.....		\$39,372	\$48,169

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, 2014 AND 2013

(UNAUDITED)  
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2014 (c)	2013 (d)
	Revenue:			
1	Casino.....		\$26,369	\$36,617
2	Rooms.....		7,834	8,197
3	Food and Beverage.....		2,309	3,794
4	Other.....		1,650	1,709
5	Total Revenue.....		38,162	50,317
6	Less: Promotional Allowances.....		10,095	13,343
7	Net Revenue.....		28,067	36,974
	Costs and Expenses:			
8	Casino.....		10,084	13,382 *
9	Rooms, Food and Beverage.....		6,861	8,494 *
10	General, Administrative and Other.....		18,554	16,377 *
11	Total Costs and Expenses.....		35,499	38,253
12	Gross Operating Profit.....		(7,432)	(1,279)
13	Depreciation and Amortization.....		808	630
	Charges from Affiliates Other than Interest:			
14	Management Fees.....		0	0
15	Other.....	5	1,075	1,112 *
16	Income (Loss) from Operations.....		(9,315)	(3,021)
	Other Income (Expenses):			
17	Interest Expense - Affiliates.....	2	0	(4,453)
18	Interest Expense - External.....	2	(223)	(256)
19	CRDA Related Income (Expense) - Net.....	7	(315)	(228)
20	Nonoperating Income (Expense) - Net.....	6	102	104
21	Total Other Income (Expenses).....		(436)	(4,833)
22	Income (Loss) Before Taxes and Extraordinary Items.....		(9,751)	(7,854)
23	Provision (Credit) for Income Taxes.....	4	0	0
24	Income (Loss) Before Extraordinary Items.....		(9,751)	(7,854)
25	Extraordinary Items (Net of Income Taxes - 2014, \$0; 2013, \$0 ).....		0	0
26	Net Income (Loss).....		(\$9,751)	(\$7,854)

\* Amounts indicated with an asterisk have been restated to conform to the current presentation.

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, 2014 AND 2013

(UNAUDITED)  
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2014 (c)	2013 (d)
	Revenue:			
1	Casino.....		\$14,245	\$19,729
2	Rooms.....		4,345	4,486
3	Food and Beverage.....		1,240	2,351
4	Other.....		910	926
5	Total Revenue.....		20,740	27,492
6	Less: Promotional Allowances.....		5,349	7,303
7	Net Revenue.....		15,391	20,189
	Costs and Expenses:			
8	Casino.....		5,258	6,844 *
9	Rooms, Food and Beverage.....		3,759	4,944 *
10	General, Administrative and Other.....		9,673	8,258 *
11	Total Costs and Expenses.....		18,690	20,046
12	Gross Operating Profit.....		(3,299)	143
13	Depreciation and Amortization.....		405	315
	Charges from Affiliates Other than Interest:			
14	Management Fees.....			
15	Other.....	5	550	521 *
16	Income (Loss) from Operations.....		(4,254)	(693)
	Other Income (Expenses):			
17	Interest Expense - Affiliates.....	2	0	(2,244)
18	Interest Expense - External.....	2	(108)	(124)
19	CRDA Related Income (Expense) - Net.....	7	(169)	(114)
20	Nonoperating Income (Expense) - Net.....	6	52	52
21	Total Other Income (Expenses).....		(225)	(2,430)
22	Income (Loss) Before Taxes and Extraordinary Items.....		(4,479)	(3,123)
23	Provision (Credit) for Income Taxes.....	4	0	0
24	Income (Loss) Before Extraordinary Items.....		(4,479)	(3,123)
	Extraordinary Items (Net of Income Taxes -			
25	2014, \$0; 2013, \$0 ).....		0	0
26	Net Income (Loss).....		(\$4,479)	(\$3,123)

\* Amounts indicated with an asterisk have been restated to conform to the current presentation.

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, 2013  
AND THE SIX MONTHS ENDED JUNE 30, 2014

(UNAUDITED)  
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	Contributed Capital (c)	Accumulated Earnings (Deficit) (d)	(e)	Total Equity (Deficit) (f)
1	Balance, December 31, 2012.....		\$11,634	(\$59,212)		(\$47,578)
2	Net Income (Loss) - 2013.....			(17,834)		(17,834)
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, 2013.....		11,634	(77,046)	0	(65,412)
11	Net Income (Loss) - 2014.....			(9,751)		(9,751)
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, 2014.....		\$11,634	(\$86,797)	\$0	(\$75,163)

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, 2014 AND 2013  
(UNAUDITED)  
(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2014 (c)	2013 (d)
1	CASH PROVIDED (USED) BY OPERATING ACTIVITIES..		(\$176)	\$344
	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.....		(23)	(1,545)
5	Proceeds from Disposition of Property and Equipment.....		0	0
6	CRDA Obligations .....		(374)	(428)
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 .....	7	2,948	0
11	.....			
12	Net Cash Provided (Used) By Investing Activities.....		2,551	(1,973)
	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	0	774
16	Costs of Issuing Debt.....		0	0
17	Payments to Settle Long-Term Debt.....	2	(159)	0
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	0	829
22	.....			
23	Net Cash Provided (Used) By Financing Activities.....		(159)	1,603
24	Net Increase (Decrease) in Cash and Cash Equivalents.....		2,216	(26)
25	Cash and Cash Equivalents at Beginning of Period.....		8,524	9,781
26	Cash and Cash Equivalents at End of Period.....		\$10,740	\$9,755
	CASH PAID DURING PERIOD FOR:			
27	Interest (Net of Amount Capitalized).....	2	\$259	\$3,879
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 PLAZA ASSOCIATES, LLC

## STATEMENTS OF CASH FLOWS

FOR THE SIX MONTHS ENDED JUNE 30, 2014 AND 2013

(UNAUDITED)

(\$ IN THOUSANDS)

Line (a)	Description (b)	Notes	2014 (c)	2013 (d)
	<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
29	Net Income (Loss).....		(\$9,751)	(\$7,854)
30	Depreciation and Amortization of Property and Equipment.....		808	630
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	35
36	(Gain) Loss on CRDA-Related Obligations.....	7	315	228
37	(Gain) Loss from Other Investment Activities.....		0	0
38	(Increase) Decrease in Receivables and Patrons' Checks .....		184	(297)
39	(Increase) Decrease in Inventories .....		12	(17)
40	(Increase) Decrease in Other Current Assets.....		(165)	(310)
41	(Increase) Decrease in Other Assets.....		(6)	206
42	Increase (Decrease) in Accounts Payable.....		2,266	940
43	Increase (Decrease) in Other Current Liabilities .....	5	6,858	1,065
44	Increase (Decrease) in Other Liabilities .....		(697)	6,248
45	Income from Property Tax Settlement .....		0	(530)
46				
47	Net Cash Provided (Used) By Operating Activities.....		(\$176)	\$344

### SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

	<b>ACQUISITION OF PROPERTY AND EQUIPMENT:</b>			
48	Additions to Property and Equipment.....		(\$23)	(\$1,545)
49	Less: Capital Lease Obligations Incurred.....		0	0
50	Cash Outflows for Property and Equipment.....		(\$23)	(\$1,545)
	<b>ACQUISITION OF BUSINESS ENTITIES:</b>			
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
	<b>STOCK ISSUED OR CAPITAL CONTRIBUTIONS:</b>			
57	Total Issuances of Stock or Capital Contributions.....		\$0	\$0
58	Less: Issuances to Settle Long-Term Debt.....		0	0
59	Consideration in Acquisition of Business Entities.....		0	0
60	Cash Proceeds from Issuing Stock or Capital Contributions.....		\$0	\$0

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

**TRUMP PLAZA ASSOCIATES, LLC**  
**SCHEDULE OF PROMOTIONAL**  
**EXPENSES AND ALLOWANCES**

FOR THE SIX MONTHS ENDED JUNE 30, 2014  
(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	47,731	\$3,814	16	\$2
2	Food	12,341	338	19,981	398
3	Beverage	201,967	1,201		
4	Travel			123	38
5	Bus Program Cash				
6	Promotional Gaming Credits	275,515	4,456		
7	Complimentary Cash Gifts	6,406	153		
8	Entertainment			6	0
9	Retail & Non-Cash Gifts	6,251	124	6,439	136
10	Parking			36,182	109
11	Other	194	9	125	18
12	Total	550,405	\$10,095	62,872	\$701

FOR THE THREE MONTHS ENDED JUNE 30, 2014

Line (a)	Description (b)	Promotional Allowances		Promotional Expenses	
		Number of Recipients (c)	Dollar Amount (d)	Number of Recipients (e)	Dollar Amount (f)
1	Rooms	26,488	\$2,080	0	\$0
2	Food	6,505	188	11,064	215
3	Beverage	101,648	610	0	0
4	Travel	0	0	66	20
5	Bus Program Cash	0	0	0	0
6	Promotional Gaming Credits	144,763	2,332	0	0
7	Complimentary Cash Gifts	3,083	64	0	0
8	Entertainment	0	0	0	0
9	Retail & Non-Cash Gifts	3,807	70	4,017	77
10	Parking	0	0	17,739	54
11	Other	107	5	82	8
12	Total	286,401	\$5,349	32,968	\$374

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

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

FOR THE QUARTER ENDED JUNE 30, 2014

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.

8/15/2014

Date



Dan McFadden

Chief Financial Officer

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*

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.

*Cessation of Operations and Closure*

On July 14, 2014, pursuant to the federal and New Jersey Worker Adjustment and Retraining Notification Acts (“WARN Acts”), the Company notified its employees that TER was reviewing strategic alternatives related to Trump Plaza with TER’s Board of Directors and that the Company expected to close Trump Plaza. Under the WARN Acts, employers with 100 or more employees are required to provide 60 calendar-day advance notification of plant closings and mass layoffs of employees, as defined in the WARN Acts. On August 8, 2014, TER’s Board of Directors authorized the Company to close Trump Plaza during September 2014, subject to satisfaction of certain conditions. The Company expects that the operations of Trump Plaza will be terminated on or shortly after September 16, 2014.

On July 31, 2014, Plaza Associates and Trump Taj Mahal Associates, LLC (“Taj Associates”) filed a Joint Petition for Declaratory Rulings Relating to The Possible Cessation of Gaming and Other Operations (the “Petition”) with the Division of Gaming Enforcement (“DGE”) pursuant to the provisions of the New Jersey Casino Control Act. Pursuant to the Petition, assuming the Company proceeds to close Trump Plaza, it is expected that certain equipment, documents and functions would be transferred to Taj Associates, upon approval and supervision of the DGE.

*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 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, 2013 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, 2014.

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.

*Cash and Cash Equivalents*

The Company considers cash and all highly liquid investments with an original maturity of three months or less to be cash equivalents.

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

Cash and cash equivalents include the following:

	<b>June 30,</b>	
	<b>2014</b>	<b>2013</b>
Unrestricted cash and cash equivalents	\$ 10,662	\$ 9,755
Restricted cash - internet gaming	78	-
Total	\$ 10,740	\$ 9,755

Cash and cash equivalents at June 30, 2014 included restricted cash related to patron deposits associated with the Company's internet gaming operations. Pursuant to New Jersey Administrative Code ("N.J.A.C.") 13:69O-1.3(j), the Company maintains a separate New Jersey bank account to ensure security of funds held in patrons' internet gaming accounts. On June 30, 2014, the balance in such bank account was \$1,630 and patron deposits in internet gaming accounts were \$78.

**NOTE 2 – DEBT**

	<b>June 30,</b>	
	<b>2014</b>	<b>2013</b>
12% Revolving Grid Note - TER Holdings, due December 31, 2015, interest due and payable monthly	\$ 75,000	\$ 75,000
Other long-term debt (financed slot machines)	495	774
	75,495	75,774
Less: current maturities	(333)	(315)
Long-term debt, net of current maturities	\$ 75,162	\$ 75,459

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. The Company ceased accruing interest expense on the 12% Grid Note effective July 1, 2013. Advances from TER Holdings to the Company subsequent to July 1, 2013 are recorded through advances from affiliates.

Guarantees

Plaza Associates, along with 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, 2014, TER Holdings had outstanding borrowings of \$285,590 under the Amended and Restated Credit Agreement.

Forbearance Agreement

TER Holdings (as borrower), TER (as general partner) and certain subsidiaries of TER, including Plaza Associates and Taj Associates (as guarantors) (collectively, the "Loan Parties") and the lenders and agent under the Amended and Restated Credit Agreement entered into a Forbearance Agreement, dated as of June 28, 2014 (the "Forbearance Agreement"). Under the terms of the Forbearance Agreement, the lenders

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

and agent agreed to temporarily forbear from exercising or enforcing any and all rights, powers and remedies available to them under the Amended and Restated Credit Agreement with respect to certain specified Defaults and Events of Default, each as defined in the Amended and Restated Credit Agreement (“Designated Defaults”) until the earliest of (i) August 18, 2014, (ii) the date, if any, on which TER Holdings fails to pay any principal or interest under the Amended and Restated Credit Agreement when due, and (iii) the date, if any, on which the Loan Parties become subject to petitions for relief under the Bankruptcy Code (such date, the “Termination Date”).

The parties to the Forbearance Agreement are currently negotiating an amendment to the Forbearance Agreement which would expand the definition of Designated Defaults to cover certain additional events of default that have occurred or are expected to occur and to amend the August 18, 2014 date to instead refer to a subsequent date.

**NOTE 3 –ONLINE GAMING OPERATIONS AGREEMENT**

On June 27, 2013 (the “Effective Date”), Plaza Associates entered into an Online Gaming Operations Agreement (the “Agreement”) with Betfair Interactive US LLC (“Betfair”). Pursuant to the Agreement, Betfair hosts, manages, operates and supports internet gambling games in the State of New Jersey (the “Betfair Gaming Service”) under Plaza Associates’ internet gaming permit. Under the Agreement, in exchange for providing the Betfair Gaming Service, Betfair receives a percentage of the gross internet gaming revenues after the deduction of certain player-related costs, gaming taxes and CRDA investment alternative obligations.

On October 16, 2013, the DGE issued an internet gaming permit to Plaza Associates which authorizes the Company to conduct internet gaming in the State of New Jersey. The permit expires on October 16, 2014 and is renewable annually.

Internet gaming in the State of New Jersey commenced on November 26, 2013 after a five-day test period which began on November 21, 2013. Plaza Associates’ share of internet gaming revenues is recognized within gaming revenues (net of amounts due to Betfair). Expenses related to internet gaming are reflected in Casino costs and expenses, net of amounts reimbursed by Betfair to Plaza Associates. Revenues and expenses associated with internet gaming during the six months ended June 30, 2014 were not material to the Company’s financial statements.

On the Effective Date, Betfair paid Plaza Associates \$7,500 representing a revenue advancement fee under the Agreement. Such amount was recorded as deferred income and is recognized as gaming revenue when earned. Deferred income is included within Other Current Liabilities and Other Liabilities on the June 30, 2014 Balance Sheet.

As discussed in Note 1, the Company expects that the operations of Trump Plaza will be terminated on or shortly after September 16, 2014. The Company recently received correspondence from Betfair alleging breaches of the Agreement, including failure to make required payments to Betfair. Based upon the alleged breaches, Betfair has recently taken certain actions which the Company is evaluating and may contest. The Company is exploring its options under the Agreement and is currently in discussions with Betfair related to the expected closure of Trump Plaza and the alleged breaches.

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

**NOTE 4 – 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. At December 31, 2013, the Company had state net operating loss carryforwards of approximately \$267,000 available to offset future taxable income. The New Jersey state net operating loss carryforwards expire from 2014 through 2033.

There was no state income tax provision during the three and six months ended June 30, 2014 and 2013.

At June 30, 2014, the Company had unrecognized tax benefits of \$288, 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, 2014 and 2013.

*Federal and State Income Tax Audits*

Tax years 2010 through 2013 remain subject to examination by federal tax authorities. Tax years 2009 through 2013 remain subject to examination by state tax authorities.

**NOTE 5 – 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:

	<b>June 30,</b>	
	<b>2014</b>	<b>2013</b>
Trump Administration	\$ 1,712	\$ 1,642
Taj Associates	550	207
TER Holdings (See Note 2)	10,789	-
Total	<u>\$ 13,051</u>	<u>\$ 1,849</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 expenses associated with such services to Plaza Associates totaling \$1,075 and \$1,112 during the six months ended June 30, 2014 and 2013, respectively. Plaza Associates reimburses Trump Administration for these allocated expenses.

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

**NOTE 6 – NON-OPERATING INCOME (EXPENSE)**

Non-operating income (expense) includes interest income of \$102 and \$104 for the six months ended June 30, 2014 and 2013, respectively.

**NOTE 7 – COMMITMENTS & CONTINGENCIES**

*Trump AC Casino Marks, LLC Lawsuit*

On August 7, 2014, TER was served a complaint and an order to show cause in an action filed on behalf of Trump AC Casino Marks, LLC (“Trump AC”) against TER, TER Holdings, Taj Associates, Plaza Associates, Marina Associates (collectively, the “Licensee Entities”) and Icahn Agency Services, LLC (“IAS”), the administrative agent under TER Holdings’ Amended and Restated Credit Agreement, in the Superior Court of New Jersey, Chancery Division, Atlantic County. Trump AC (as successor-in-interest to Donald J. Trump and Ivanka Trump) alleges various breaches (primarily relating to the condition of Trump Plaza) under the Second Amended and Restated Trademark License Agreement entered into between the Licensee Entities and Donald J. Trump and Ivanka Trump on July 16, 2010 (the “Trademark License Agreement”).

The complaint and order to show cause, among other things, seek a mandatory injunction to compel the Trump Entities to cure the alleged breaches under the Trademark License Agreement or, in the alternative, a declaratory judgment that the Trademark License Agreement has already terminated by reason of the alleged breaches. Among other relief demanded, the complaint and order to show cause seek (i) the termination of the Trademark License Agreement; (ii) the prohibition of the Trump Entities from further use of the “Trump” name and trademark; (iii) the removal of the “Trump” name and brand from the Trump Plaza and Trump Taj Mahal and (iv) the payment of Trump AC’s legal costs and expenses associated with enforcing its rights under the Trademark License Agreement.

In the event that the Trademark License Agreement terminates or expires for any reason, or an injunction or similar order is granted against any of the Licensee Entities, such event would constitute an event of default under TER Holdings’ Amended and Restated Credit Agreement. The Licensee Entities have not yet responded to the complaint and intend to dispute Trump AC’s allegations.

*Attorney’s Charging Lien*

In connection with legal proceedings brought by the Company to challenge the City of Atlantic City’s real property tax assessments for the Company’s casino property for the periods 2008 through 2012, which (as previously disclosed) were settled during 2012, the Company became obligated to make payments with respect to legal fees owed to the New Jersey law firm that served as counsel to the Company in such proceedings and the related settlement negotiations. At the time of the settlement, the law firm filed documents with the Tax Court by which they asserted an attorney’s charging lien with respect to the settlement proceeds. On August 5, 2014, the law firm filed a motion with the tax court to enforce its alleged attorney’s charging lien and issue judgment and a writ of execution in its favor. The Company is in the process of reviewing this motion and has not yet responded to the motion.

*Other Legal Proceedings*

In addition, 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,

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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.

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.

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 land-based casino revenues as defined in the New Jersey Casino Control Act. However, pursuant to a contract with the CRDA, the Company pays 1.25% of its gross land-based 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. In addition, the Company must pay an investment alternative tax of 2.5% of the gross casino revenues related to its internet gaming operations.

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.

During the six months ended June 30, 2014 and 2013, the Company charged to operations \$315 and \$228, respectively, to reflect reductions in the estimated net realizable value of certain CRDA deposits and to give effect to the below market interest rates associated with CRDA deposits and bonds.

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 November 2013, and in conformance with that policy, the Company requested that the CRDA approve a cash-back credit in the amount of \$2,948 in exchange for a donation of \$10,089 of previous deposits made by Trump Plaza, to the CRDA Atlantic City Tourism District and Community Development Fund (the "CRDA Transaction"). By resolution dated November 19, 2013, the CRDA approved the CRDA Transaction. On January 13, 2014, the Company received \$2,948 from the CRDA representing the cash-back donation credit.

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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 the casinos to make an annual contribution of \$30,000 commencing January 1, 2012 for a term of five years. Each casino’s portion of the annual contributions will equate to 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, 2014, the Company recognized \$152 and \$245 related to its portion of the \$30,000 contribution to be made during 2014. During the three and six months ended June 30, 2013, the Company recognized a credit of \$64 and expense of \$149 related to its portion of the \$30,000 contribution made during 2013.

**NOTE 8 – 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, 2014</u>				<u>June 30, 2013</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	\$5,888	—	\$5,888	—	\$12,566	—	\$12,566	—

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 7.

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 bonds and deposits 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:

	<b>June 30, 2014 and 2013</b>			
	<b>Amount</b>	<b>Carrying</b>	<b>Estimated</b>	<b>Fair Value</b>
	<b>Outstanding</b>	<b>Value</b>	<b>Fair Value</b>	<b>Hierarchy</b>
12% Grid Note	\$ 75,000	\$ 75,000	\$ 75,000	Level 2

The Company's other long-term debt approximates its fair value.

**NOTE 9 – PROPERTY TAXES**

*2013 and 2014 Property Tax Increases*

Property taxes reflected within General, Administrative and Other expenses for the three and six months ended June 30, 2014 include the effect of an expected increase in the 2014 property tax rate of approximately 30%, which is retroactive to January 1, 2014.

Property taxes 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 was retroactive to January 1, 2013.

*2014 and 2015 Property Tax Assessment Settlement*

As previously disclosed, during early 2014, Plaza Associates and Taj Associates had agreed in principle with the City of Atlantic City (the "City") with respect to reductions to the real estate tax assessments related to Trump Plaza and Trump Taj Mahal for 2014 and 2015. Under the terms of a draft settlement agreement, the City reduced the aggregate real estate tax assessments for the 2014 and 2015 tax years to \$825.0 million for Trump Taj Mahal and \$210.0 million for Trump Plaza. Plaza Associates and Taj Associates would have been precluded from appealing or otherwise contesting such assessments for 2014 and 2015, provided that the City did not complete a city-wide real property revaluation for the 2015 tax year and/or the assessments for Trump Taj Mahal and Trump Plaza were consistent with the amounts the City assessed. The reduced assessments were to become effective as of the beginning of the 2014 tax year. The Company paid its second quarter property taxes based upon the reduced assessments.

The Company will not enter into the settlement agreement with the City, due in part to the aforementioned significant, and unanticipated, increase in the 2014 property tax rate.

*2014 Third Quarter Property Taxes*

The Company has determined that rather than paying its third quarter property taxes when due, it would be beneficial to utilize such funds for other business purposes. Accordingly, the Company intends to defer payment of such property taxes indefinitely.

**NOTE 10 – 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 transaction was subject to receipt of approval from, and the release of the mortgage

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held by IAS, 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.

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) provided Meruelo Gaming with an option to purchase the Property for \$20,000, subject to certain conditions. The option was exercisable by Meruelo Gaming through November 30, 2013 in the event TER Holdings was able before that date to repay or refinance the indebtedness under its senior secured credit facility and ceased to be subject to restrictions on its ability to sell the Property free and clear of the existing mortgage. In accordance with the Termination and Option Agreement, during December 2013, the Company reimbursed Meruelo Gaming \$150 representing a portion of its transaction expenses in connection with the terminated Asset Purchase Agreement.

**NOTE 11 – 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 Division of Gaming Enforcement (“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 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 \$4,200 with its insurance carriers relating to losses incurred through March 31, 2013 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 subsequent to March 31, 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.