

Message

**From:** Jason Greenblatt [/O=TRUMP ORG/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=JGREENBLATT]  
**Sent:** 6/19/2012 8:28:21 PM  
**To:** Ivanka Trump [itrump@trumporg.com]  
**Subject:** FW: Chicago - DB Term Sheet for Refinancing of Commercial Section  
**Attachments:** Term Sheet for Refinancing v9 (Trump 6-19-12).doc; Term Sheet for Refinancing v1 (DB 6-11-12)-Term Sheet for Refinancing v9 (Trump 6-19-12).doc

Here is a 2<sup>nd</sup> copy of what I sent this am

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**From:** Jason Greenblatt  
**Sent:** Tuesday, June 19, 2012 10:55 AM  
**To:** 'david.goodman@db.com'  
**Cc:** Ivanka Trump; David Orowitz; Allen Weisselberg  
**Subject:** Chicago - DB Term Sheet for Refinancing of Commercial Section

Hello Dave,

I hope all is well with you, and that you are enjoying the start of the summer.

Attached please find a revised draft of the proposed term sheet. For your convenience, I am attaching a clean version, as well as one marked to show the changes from the draft you provided. We would be happy to discuss any questions or comments you may have at your convenience. We look forward to working with you on this potential transaction. Thank you.

Jason

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**THE TRUMP ORGANIZATION**

**Jason D. Greenblatt**  
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**PX-3242**

Index No. 452564/2022 (AFE)

## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

### Summary of Terms and Conditions – Trump Draft 6/19/12

The following is a preliminary summary of the indicative terms and conditions for the proposed financing (the "**Loan**"). These indicative terms and conditions reflect the current perception of market conditions by Lender and its respective affiliates as they relate to the Loan (based, in part, on information provided to Lender by Sponsor and/or Borrower), and are subject to change without notice. This is a preliminary summary and does not define all of the terms and conditions of the Loan, but is a framework upon which preliminary documentation for this transaction would be structured, and is a basis for further discussion and negotiation of such terms as may be appropriate. Under no circumstances shall the indicative terms and conditions constitute or be deemed to constitute a legally binding commitment on the part of Lender or any of its affiliates, nor shall it be construed as an offer or undertaking by Lender to issue or arrange or negotiate a commitment or the Loan or any other financing, or any commitment, offer, undertaking or agreement of any kind. The Loan, if any, shall be subject to [the due diligence review]<sup>1</sup> the results of which must be satisfactory to Lender in its sole discretion, and completion of other matters described in this summary of terms and conditions (the "**Term Sheet**") in a manner acceptable to Lender in its sole discretion, the approval by Lender's credit authorities, satisfactory secondary market conditions, and the execution and delivery of documentation satisfactory in form and substance to Lender and Lender's legal counsel. Except as otherwise expressly provided in this Term Sheet, no rights, obligations or liabilities of any kind or nature whatsoever shall arise on the part of Lender or any of its affiliates as the result of the provisions of this Term Sheet. This Term Sheet is confidential, and the indicative terms and conditions shall not be discussed with, or delivered to other persons (other than legal counsel, tax advisors or officers and directors of Sponsor and Borrower) without the prior written consent of Lender.

#### Property:

The Commercial Condo Component of the Trump International Hotel & Tower, Chicago, Ill. The "**Commercial Condo Component**" consists of: (a) a full service hotel, including 339 condo-hotel rooms (including the Spa Units (as hereinafter defined)), of which 175 are Borrower-owned and collateral for the Loan and 164 are owned by third parties and not collateral for the Loan (the "**Third Party Units**") (b) the Hotel Rated Facilities (as hereinafter defined), (c) a 285 space public parking garage, (d) the associated rental management fees (the "**RM Fees**") payable to the Property Manager from the Third Party Units<sup>2</sup> and (e) 85,000 square feet of retail (the "**Retail Component**")<sup>3</sup>, collectively, the "**Property**". For purposes hereof, (A) "**Hotel-Related Facilities**" shall mean the areas that service the hotel and the balance Project (as hereinafter defined), including the Health Club (as hereinafter defined), meeting/function rooms, ballrooms and such other space available for meetings and functions, the business center, the room service and banquet kitchens, employee facilities and dining room, the restaurant and bar located on portions of floors 15M and 16, the lobby gift shop, and all the various other service-type areas and equipment and roof areas described in the REA as part of the "Commercial Property," (B) "**Health Club**" shall mean the health club and spa facility located on a portion of floors 14 and 14M in the Hotel Portion of the Project (which, for the avoidance of doubt, does not include the Spa Units) and (C) "**Spa Units**" shall mean Units 1400 through 1440 and 1450 through 1462.

The Property is part of a 92 story, 2.5 million square foot mixed use tower (the "**Project**") that also consists of 486 total residential condo units, 675 deeded parking spaces, and the associated storage units and common areas (the "**Residential Condo**

<sup>1</sup> Lender: let's specify what due diligence Lender must do. Lender is thoroughly familiar with this property.

<sup>2</sup> Lender: these RM Fees should be counted towards satisfying the ongoing DSCR test. Please explain how the RM Fees would be collateral. You cannot step into Trump's position as manager.

<sup>3</sup> The Retail Component should be excluded from DSCR, Debt Yield and any other tests.



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*Component*<sup>4</sup>). The Residential Condo Component and any other areas of the Project that do not constitute the Property shall not be part of the collateral for the Loan.

**Purpose of Financing:**

The Loan proceeds will be used by Borrower (i) to refinance any existing mortgage secured directly or indirectly by the Property, (ii) to make such deposits into the reserve accounts described in the “Reserves” section below, (iii) to pay reasonable costs and expenses incurred in connection with the Loan, and (iv) to the extent any proceeds remain after satisfying clauses (i) – (iii) above, for (x) such other general corporate purposes as Borrower shall designate, and (y) distributions to Sponsor, if Sponsor shall elect.

**Borrower:**

The borrower (the “*Borrower*”), shall be a newly formed special purpose, bankruptcy-remote, U.S. entity acceptable to Lender which satisfies all applicable rating agency criteria and is formed exclusively for the purpose of owning and operating the Property (except for ownership of the RM Fees, which RM Fees are payable to Property Manager).

The organizational documents of Borrower and their appropriate constituent entities (the “*SPE Component Entities*”) shall satisfy all applicable rating agency criteria, shall be acceptable to Lender in its sole and absolute discretion and shall contain customary single purpose provisions and separateness covenants. Borrower and the SPE Component Entities shall have two (2) independent directors or independent managers in accordance with rating agency requirements. The independent directors' or independent managers' responsibility will be limited solely to voting on matters involving insolvency and bankruptcy issues and such individuals' vote will be required to approve (x) any election by Borrower to voluntarily seek protection from creditors under any applicable bankruptcy or insolvency laws, and (y) the dissolution of Borrower.

Borrower shall deliver at closing of the Loan (the “*Closing*”) a bankruptcy remoteness and non-consolidation opinion in form and substance satisfactory to Lender and in accordance with rating agency requirements.

**Sponsor:**

Donald J. Trump

**Lender:**

German American Capital Corporation or an affiliate.

**Loan Amount:**

Up to \$58,000,000. The exact Loan Amount cannot exceed \$58,000,000 and will be calculated at the time of Rate Lock (defined below in Schedule “A”) based on the Underwritten Net Cash Flow (defined below) for the Property at a minimum Debt Service Coverage Ratio (“*DSCR*”) at closing of [1.45x]<sup>4</sup>, a minimum Debt Yield (described below) of no less than [10.2%], and subject to a maximum “Loan to Value Ratio” (described below) of [60%]. If the required Loan to Value Ratio, Debt Yield or the DSCR are not satisfied, Lender may, in its sole and absolute

<sup>4</sup> Constraints on loan proceeds described in this section to be discussed as part of the interest rate negotiation. These constraints should not take into account the Retail Component. Please send underwritten cash flow for trailing 12 months through April for Borrower to understand that minimum proceeds can be achieved.



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discretion, reduce the Loan Amount or decline to make the Loan and terminate the Borrower's Loan request.

**Underwritten Net Cash Flow:** [Lender will underwrite the Loan to determine "*Underwritten Net Cash Flow*" in its sole and absolute discretion.]<sup>5</sup> The Underwritten Net Cash Flow shall not take into account the Retail Component.

**DSCR:** The DSCR shall be calculated by dividing the Underwritten Net Cash Flow by the debt service due on the Loan based on the actual interest rate on the Loan and assuming an amortization term of 30 years.

**Debt Yield:** The Debt Yield shall be calculated by dividing the Underwritten Net Cash Flow by the Loan Amount.

**Loan to Value Ratio:** The Loan to Value Ratio shall be established as the ratio of the amount of the Loan to the "as-is" value as shown in an MAI appraisal obtained by Lender at Borrower's reasonable cost and approved by Lender in form and substance. If Borrower elects not to proceed with the Loan, Lender shall assign the appraisal to such other party that Borrower shall direct and Lender shall cause the appraiser to redirect the appraisal and/or provide a comfort letter to any such other party.<sup>6</sup>

**Security:** The Loan will be secured by, *inter alia*, (i) a first priority mortgage in the Borrower's fee simple interest in the Property (other than (x) such portions of the Property that are not owned in fee simple, and (y) the RM Fees), (ii) a first priority security interest in and, as applicable, assignment of, in each case to the extent of Borrower's interest therein, and to the extent assignable, all rents, permits, licenses, leases, contracts, agreements, accounts, receivables, personal property, furniture, fixtures and equipment and any other personal property relating to the Property; provided, however, the Trump Intellectual Property shall not be included, [(iii) a first priority security interest in the RM Fees]<sup>7</sup> [and (iv) such other collateral customary for a loan of this type, including without limitation appropriate [assignment of all condominium documents]<sup>8</sup> (to the extent of Borrower's interest therein) (if applicable)].<sup>9</sup> For the avoidance of doubt, the collateral shall not include any rights to the Trump Intellectual Property. The term "*Trump Intellectual Property*" shall mean the brand and name "Trump," "Trump International Hotel & Tower," and any derivative of any of the foregoing, and any other intellectual property now or hereafter owned by Sponsor or any affiliate of Sponsor or a Sponsor family member.

<sup>5</sup> Lender: this should be defined in the term sheet.

<sup>6</sup> Lender should commence the appraisal process now.

<sup>7</sup> See earlier footnote about this issue.

<sup>8</sup> Under review. Trump cannot assign to multiple lenders.

<sup>9</sup> Lender: please provide specific details now. We cannot assign to multiple lenders.



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In the event that Lender elects to bifurcate the Loan as described below, Lender shall have the right to allocate the Security among various notes and/or tranches at its discretion as further described in the section below entitled "Bifurcation."

**Bifurcation:**

Provided that all of the terms of the Loan (including, without limitation, all of the economic terms) shall remain the same for Borrower, Lender shall have the right to (i) bifurcate the Loan into one or more (a) participations or (b) component or other notes, such as B-Notes, and (ii) reallocate the principal amount and interest rate of the Loan among one or more mortgage loans. Borrower agrees to cooperate with Lender in connection with the foregoing, which may require the creation of additional borrower entities. Lender shall be responsible for all costs and expenses of any such bifurcation including, without limitation, all of Lender's and Borrower's reasonable legal fees and expenses in connection therewith.

**Recourse:**

The Loan will be non-recourse to Borrower, except that the Loan shall be recourse to Sponsor and Borrower (on a joint and several basis) for environmental hazards and Lender's [standard recourse carve-outs]<sup>10</sup> and failure to pay any additional carry costs associated with the Retail Component only for so long as the Retail Component is collateral under the Loan. Borrower and Sponsor shall execute a guaranty and indemnity with respect to each of the foregoing.

Throughout the term of the Loan, Sponsor shall maintain a minimum net worth (exclusive of any interest in the Property) of \$[100] and minimum liquidity of \$[10].

**Term:**

The term of the Loan (the "*Term*") shall be ten (10) years from the initial closing of the Loan.

**Reserves:**

Upfront and ongoing reserves limited to reserves for real property taxes, insurance and FF&E reserves in a manner consistent with what is currently being reserved for.

**Cash Management:**

At closing, a lockbox and clearing account controlled by Lender (the "*Clearing Account*") shall be established by Borrower at a financial institution acceptable to Lender, into which all rents, revenues and receipts from the Property shall be deposited directly by the retail tenants (but only for so long as the Retail Component is collateral under the Loan). With respect the non-retail portion of the Property, all credit card receipts, payment from third parties, association payments and any other revenues in each case generated from the Property (as opposed to other portions of the Project which are not part of the Property, such as the Third Party Units and the Residential Condominium Component) other than over the counter cash receipts shall be deposited by credit card processing companies directly into the Clearing Account, and all over the counter receipts<sup>11</sup> shall be directly deposited by Property Manager in the Clearing Account within one (1) business day of receipt thereof by Borrower or Manager. Amounts on deposit in the Clearing Account shall be transferred daily to an account controlled by Lender (the

<sup>10</sup> Please provide now.

<sup>11</sup> Potential fix may be needed for cash management of RM Fees.



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“CMA”). Provided no Trigger Event (as hereinafter defined) occurs, the CMA shall permit automatic transfers of deposits into Borrower's operating account following payment of all monthly amounts due under the Loan Documents (including, without limitation, debt service and all reserves required under the section of this Term Sheet entitled “Reserves”), for Borrower to pay all property operating expenses and, at Sponsor's election, for distribution to Sponsor. For purposes of this paragraph “*Trigger Event*” shall mean the occurrence and continuation of (i) an event of default under the Loan Documents or (ii) a Low Debt Service Trigger (as hereinafter defined). Once a Trigger Event occurs, automatic transfers into Borrower's operating account will cease and any excess funds shall be held by Lender as additional collateral for the Loan (provided that (1) upon the occurrence of an event of default under the Loan Documents, such sums may be applied to amounts owed under the Loan Documents in such amounts, order and manner as Lender shall elect in its sole discretion and (2) funds held by Lender as additional collateral as a result of a Low Debt Service Trigger (as hereinafter defined) pursuant to this section shall be utilized by Lender as set forth in the section below entitled “Low Debt Service Reserve”).

**Low Debt Service Reserve:** Borrower shall maintain a DSCR of no less than 1.20x.

The DSCR will be tested by Lender quarterly on a trailing 12 month basis. If the DSCR falls below 1.20x (a “*Low Debt Service Trigger*”), all excess cash flow after payment by Lender (utilizing funds held by Lender described in the section above entitled “Cash Management”) of (1) all monthly amounts due under the Loan Documents (including, without limitation, reserves for taxes and insurance, and debt service) and (2) all property operating expenses (such excess funds, the “*Low Debt Service Reserve*”) will be swept to and held in a Lender-controlled account as additional collateral for the Loan. All funds in the Low Debt Service Reserve shall be used by Lender to timely pay all amounts described in items (1) and (2) above. A Low Debt Service Trigger shall cease to exist following a DSCR Cure (as hereinafter defined). Immediately following a DSCR Cure, Lender shall release to Borrower all funds remaining in the Low Debt Service Reserve (which funds Borrower may use in such manner as was permitted prior to the Trigger Event). In the event that the DSCR is less than the required amount, Borrower may either (i) reduce the principal amount under the Loan by repaying a portion of the outstanding principal balance of the Loan in an amount (the “*DSCR Paydown Amount*”) necessary for Borrower to have a DSCR equal to or in excess of the required amount, (ii) provide to Lender additional collateral in the form of cash and cash equivalents equal to the DSCR Paydown Amount (the “*DSCR Collateral*”) or (iii) take such other reasonable means as Borrower shall elect in order to satisfy such test (including, without limitation, any combination of (i) and (ii) above). In the event the DSCR Collateral is deposited with Lender, then, for purposes of determining DSCR, the amount of DSCR Collateral shall be deemed deducted from the outstanding principal amount of the Loan. For the avoidance of doubt, Borrower's failure to comply with the DSCR requirements shall not constitute a default or an Event of Default, but shall only permit Lender to establish the Low Debt Service Reserve as herein described. If Borrower shall post DSCR Collateral and on any subsequent DSCR test date (or such earlier dates as Borrower shall request that Lender test the DSCR, which need not be a DSCR test date) it is determined that Borrower maintains the required DSCR, then Lender shall promptly return to Borrower that portion of the DSCR Collateral for which Borrower would have maintained the required DSCR had the Loan amount not been deemed reduced

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by such DSCR Collateral. For purposes hereof, the term “*DSCR Cure*” shall mean any of the following: if Borrower shall deliver a DSCR Paydown Amount or DSCR Collateral or Borrower takes other reasonable means described in clause (iii) above, or if the DSCR exceeds 1.25x for one quarter following any Low Debt Service Trigger (using a trailing 12 month basis).

### Prepayment, Repayment:

Locked Out Period: From Month 1 through the earlier of (a) Month 36 or (b) two years after the securitization of the entire Loan -- Prepayment prohibited.

Structured Prepayment: After locked out period until 3 months before the maturity date -- Defeasance, as described below.

Open Period: Prepayment in whole without penalty permitted on any payment date during the last 3 months of the Loan term.

Repayment Date: End of Loan term.

The Borrower may defease (“*Defeasance*”) the Loan, upon 60 days written notice to Lender, by (i) depositing an amount sufficient to purchase U.S. Treasury securities whose cash flows are equal to and occur on or before the successive remaining scheduled interest and principal payment dates required under the Loan including the full outstanding principal amount due on the maturity date; (ii) granting Lender a perfected first priority security interest in the securities with an opinion of counsel to such effect; (iii) paying all costs incurred in such transfer and (iv) such other terms as more particularly set forth in the Loan documentation.

### Pledges/Transfers:

No transfer or pledge in the direct or indirect ownership of the Borrower or collateral shall be permitted, except up to 49% of the non-controlling ownership interests in the Borrower may be transferred or pledged to a qualified buyer subject to standard transfer conditions, including, without limitation, no event of default, prior written notice, and subject to the Sponsor maintaining control and management of the Borrower and the Property. Notwithstanding the foregoing, nothing shall preclude transfers of indirect interests in Borrower transferred by Borrower or any entity that directly or indirectly owns Borrower (each a “*Borrower Party*”) to Sponsor, Sponsor’s spouse, and the lineal descendants of Sponsor’s parents (including adopted descendants) (any of the foregoing, a “*Sponsor Family Member*”) or to a trust solely for the benefit of Sponsor or one or more Sponsor Family Members or to a person or entity in which Sponsor and/or one or more Sponsor Family Member owns, directly or indirectly, an interest, so long as, in each case, immediately following each such transfer, alone and when aggregated with all prior transfers, Sponsor (or, an entity established by Sponsor solely for estate planning purposes of which Sponsor and/or one or more Sponsor Family Members are the sole holders of all of the beneficial interests therein) owns and continues to own, indirectly, at least 51% of Borrower and continues to control Borrower.

### Loan Assumption:

The Loan is assumable as long as the transferee meets the following tests: (i) confirmation from the rating agencies that such assumption shall not result in a downgrade of any securities backed in part or whole by the Loan; (ii) evidence that the new borrower complies with all of the single purpose and bankruptcy remote entity requirements set forth in the Loan documentation which may include without

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limitation, a nonconsolidation opinion; (iii) evidence that the new borrower is of good repute and qualified to own a property of this type; (iv) customary legal documentation including any necessary legal opinions; (v) payment of all related expenses including any rating agency fees and an assumption fee of 1/2% of the outstanding principal balance at the time of the assumption; and (vi) no event of default has occurred and is continuing. Upon such assumption, Sponsor shall be released from all of their recourse obligations.

**Releases:**

Borrower shall have the right, without any cost or expense (other than reasonable legal fees), to release the Retail Component [and satisfaction of any REMIC requirements,]<sup>12</sup> and provided that the Retail Component is a legally separated parcel. No other releases shall be permitted. Borrower or its affiliate shall be permitted to amend the Declaration of Covenants, Conditions, Restrictions and Easements made by 401 North Wabash Venture LLC (as amended) in order to separate the Retail Component of the Project from the balance of the Commercial Premises pursuant to a vertical separation process. Borrower or its affiliate may elect to separate from the Commercial Premises only the Retail Component, and have the remainder of the Commercial Premises remain a separate parcel to be divided later, and/or Borrower or its affiliate may separate out other portions of the Commercial Premises (the “*Balance of the Commercial Premises*”) in addition to the Retail Portion, including, but not limited to, the portion of the Commercial Premises used for parking open to the general public; provided, however, that Balance of the Commercial Premises will remain collateral for this Loan and only the Retail Component shall be released from the collateral. The vertical separation process will involve defining those areas Borrower or its affiliate desires to be included within the defined parcels and those areas that Borrower will keep separate (mechanical areas, elevators, etc.). Additionally, Borrower or its affiliate may create concomitant amendments to the existing declarations of covenants, conditions, restrictions and easements to delineate the various cost allocations, maintenance obligations and other rights and obligations as allocated between the Commercial Premises and the areas to be separated from the Commercial Premises pursuant to the vertical separation process.

**Interest Rate, Fees, etc.:**

As outlined on **Schedule A**.

**Conditions to Closing:**

As outlined on **Schedule B**.

**No Additional  
Indebtedness:**

No additional debt, whether unsecured or secured by any direct or indirect interest (actual, economic or otherwise) in either the Property or Borrower is permitted without the prior written consent of Lender, which may be granted or withheld in Lender’s sole and absolute discretion other than in the ordinary course.

Notwithstanding the foregoing, the Sponsor shall be permitted during the term of the Loan to obtain a mezzanine loan in an amount not to exceed \$20,000,000, from and after the earlier of (x) securitization of the Loan and (y) 36 months after the closing of the Loan, from a mezzanine lender approved by Lender in its reasonable discretion (an “*Approved Mezzanine Lender*”) secured by a pledge in the equity

<sup>12</sup> Lender: please describe.





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interests in Borrower provided that: (i) the Approved Mezzanine Loan shall be in an amount that when added to the Loan will result in (A) a combined loan to “as is” appraised value of the Property of no more than 55%, (B) a combined DSCR (utilizing the actual debt service of both the Loan and the proposed mezzanine loan) of not less than 1.60:1.00, and (C) a combined debt yield (based upon the Underwritten Net Cash Flow and the combined amount of the Loan and the proposed mezzanine loan) of no less than 11.0%; (ii) the Approved Mezzanine Loan will be secured by an equity pledge encumbering direct and/or indirect ownership interests in the Borrower (and will not be secured by any collateral securing the Loan); (iii) Intentionally Deleted; (iv) the Approved Mezzanine Loan and organizational structure of the mezzanine borrower will otherwise be on terms and conditions and subject to documentation reasonably acceptable to Lender and in accordance with rating agency requirements; and (v) the Approved Mezzanine Lender shall enter into an intercreditor agreement with Lender satisfactory in all respects to Lender in its reasonable discretion and any applicable rating agency. Additionally, such financing shall be subject to receipt by Lender of Rating Agency Confirmations from the applicable rating agencies. All reasonable costs and expenses incurred by Lender in connection with such financing (including, without limitation, reasonable legal fees) shall be the sole obligation of Borrower. The Approved Mezzanine Lender may in no way be affiliated with the Borrower.

### Property Management:

The Property must at all times be managed by an operator approved by Lender (a "**Property Manager**") pursuant to a property management agreement in form and substance satisfactory to Lender (a "**Management Agreement**"). The Property Manager's rights under the Management Agreement (including any right to fees thereunder) shall be subordinate to Lender's lien. Solely in connection with the Property (and, for the avoidance of doubt, not in connection with the portion of the Project which does not constitute collateral for the Loan (including, without limitation, the Third Party Units, the Retail Component (if the Retail Component is no longer collateral) and the Residential Condo Component)), Lender shall have the right to terminate and replace the Property Manager and/or terminate the Management Agreement (i) following and during the continuation of an event of default under the Loan Documents (after appropriate cure periods have lapsed), (ii) for cause, including but not limited to fraud, gross negligence, willful misconduct, or misappropriation of funds by the Property Manager, (iii) if the Property Manager becomes insolvent or a debtor in a bankruptcy proceeding, (iv) for a material default by Property Manager under the Management Agreement. Borrower shall not make any material modification to the Management Agreement without Lender's approval and, following a securitization, receipt of a rating agency confirmation. Notwithstanding the foregoing, Lender hereby approves the current Property Manager and the current Management Agreement, and the payment of all amounts due to Property Manager thereunder.

### Budgets:

At closing, Borrower shall provide to Lender a budget for the Property delineating operating cash flows and operating costs expected to be incurred during the Term. Such budget shall be subject to Lender's approval. On an annual basis, Borrower shall furnish to Lender, for Lender's approval, an updated budget for the Property. If the debt service coverage ratio is less than 1.20x Lender may require, on a quarterly basis that Borrower furnish to Lender for approval an updated budget for the Property.

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- Insurance:** Borrower will be required to maintain and provide evidence of property, casualty, liability, business interruption, windstorm, earthquake and other applicable insurance in all cases with no exclusion for acts of terrorism and with an agreed upon deductible from an insurer having a rating acceptable to Lender.<sup>13</sup>
- Leasing:** Lender shall have approval rights over Major Leases and any material modification or termination of Major Leases (other than a termination as a result of a tenant default under such Major Lease). A “*Major Lease*” means a lease which (i) when aggregated with all other leases at the Property with the same Tenant, and assuming the exercise of all expansion rights and all preferential rights to lease additional space contained in such lease, is expected to cover more than 5,000 rentable square feet, (ii) contains an option or preferential right to purchase all or any portion of the Property, (iii) is with an affiliate of Borrower as Tenant, or (iv) is entered into during the continuance of an Event of Default.
- Sale, Assignment, Participation:** Lender will have the right, at Lender’s sole cost and expense, to sell, assign, syndicate, securitize or participate the Loan, in whole or in part, without the consent of Borrower or Sponsor. Borrower shall promptly cooperate with such reasonable requests made by Lender in connection with any such sale, assignment, syndication, securitization or participation. This includes but is not limited to meeting with rating agencies and third party investors.
- Securitization:** Lender shall have the right, at Lender’s sole cost and expense, to securitize the Loan through the issuance of certificates of interest therein, which will be rated by rating agencies, as well as certain unrated classes of certificates. Borrower shall cooperate in all respects with Lender and the rating agencies in connection with such securitization.
- Governing Law:** The Loan shall be governed by the laws of the State of New York (without regard to the choice-of-law rules thereof).
- U.S. Patriot Act:** To help fight the funding of terrorism and money laundering activities, pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (Public Law Pub.L. 107-56) (the “*Patriot Act*”), Lender and its affiliates obtain, verify, and record information that identifies each person and entity (or than an affiliate) with whom Lender enters into a business relationship. Pursuant to Patriot Act, when you enter into the business relationship with Lender, verification will include (but is not limited to) name, address, corporate tax identification number, date of birth, (applicable to an individual), and other information that will allow us to identify you. We may also ask to see corporate resolutions or other identifying documents from you.
- Title Insurance:** Borrower shall obtain a mortgagee's policy of title insurance from a title insurance company selected by Borrower and reasonably acceptable to Lender.

<sup>13</sup> Term Sheet to provide current insurance is adequate.



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**Brokers:**

Borrower and Sponsor hereby represent and warrant to Lender that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the transactions contemplated by this Agreement. Borrower and Sponsor hereby jointly and severally indemnify Lender and hold Lender harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of Borrower or Sponsor in connection with the transactions contemplated herein. Lender hereby represents and warrants to Borrower and Sponsor that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the transactions contemplated by this Agreement. Lender hereby indemnifies and holds Borrower and Sponsor harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of Lender in connection with the transactions contemplated herein.

**Expiration:**

In the event that the Loan is not closed and funded within 45 days from the date hereof, the Term Sheet shall automatically expire and be of no further force and effect, other than with respect to "Out of Pocket Expenses," which shall survive the expiration of this Term Sheet.

\* \* \* \* \*



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## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

As an acknowledgement of your acceptance of the terms and conditions presented in this Term Sheet, please sign in the place indicated below and return an executed original of this Term Sheet together with the Good Faith Deposit not later than 4:00pm prevailing Eastern Time on \_\_\_\_\_, 2012

ACCEPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2012

SPONSOR:

\_\_\_\_\_, a \_\_\_\_\_,  
on behalf of itself and the Borrower

By: \_\_\_\_\_  
Name:  
Title:

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## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

### Schedule A – Interest Rate, Fees, etc.

#### Interest Rate:

The “*Interest Rate*” shall be calculated at Rate Lock (see below) by adding [392]<sup>14</sup> basis points (the “*Spread*”) to the yield on the ten (10) year on-the-run swap rate, however, in no event shall the Interest Rate be less than [5.64%].<sup>15</sup> The on-the-run ten (10) year swap rate is the ten (10) year U.S. Treasury rate, plus the ten (10) year swap spread. The ten (10) year swap rate as of June 8th, 2012 is approximately 182 bps. Lender may not adjust the spread. Interest on the outstanding Loan Amount, based on the Interest Rate, shall be payable monthly in arrears, calculated on the basis of the actual number of days in the month and a 360-day year.

#### Amortization:

Interest only for the first three (3) years of the Loan Term, after which a constant monthly payment of principal and interest will be due and payable on each Payment Date in an amount sufficient to fully amortize such Loan over a 30-year amortization schedule.

#### Administrative Fee/Servicer:

The Loan shall be serviced by a servicer designated by Lender (“*Servicer*”). Lender shall pay any fees and expenses (at closing or ongoing, excluding any annual master servicing fees under the servicing agreement) of the Servicer and any third-party fees and expenses, including, without limitation, special servicing fees, operating advisor fees, work-out fees and attorneys fees and disbursements, in connection with a prepayment, release of the Property, assumption or modification of the Loan, special servicing or work-out of the Loan or enforcement of the Loan Documents.

#### Good Faith Deposit:

\$150,000 payable at the execution of this Summary of Terms and Conditions.

#### Out-of-pocket expenses:

Sponsor and Borrower shall pay all reasonable and customary out-of-pocket expenses incurred by Lender and its affiliates in connection with the Loan, whether or not the Loan closes. Such expenses may include, without limitation, reasonable and customary legal fees, consultant fees, third party vendor fees, travel expenses, a loan production fee, printing fees, due diligence costs, underwriting costs and other miscellaneous expenses. For the avoidance of doubt, Borrower shall not be responsible for any fees, costs or expenses incurred by Lender in connection with any syndication. If at any time Lender reasonably determines that the funds on deposit with Lender will not be sufficient to cover Lender’s anticipated expenses, upon request, Sponsor shall promptly deposit such additional funds as Lender may reasonably determine are necessary to cover such expenses. The Good Faith Deposit will be utilized to pay all of Lender’s reasonable and customary out of pocket expenses in connection with the Loan described above. At closing, any balance remaining will be credited to

<sup>14</sup> To be discussed.

<sup>15</sup> To be discussed.



## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

Borrower. In the event that the closing does not occur for any reason, then the balance remaining of the Good Faith Deposit, after paying all reasonable out of pocket costs and expenses of the Lender described above, will be refunded to Borrower.

**Standard Rate Lock; Loan  
Terms:**

[Subject to (i) the execution by Sponsor of Lender's standard Interest Rate Lock Agreement and (ii) the delivery to Lender of a deposit equal to 2.0% of the Loan Amount, which will be refunded to Sponsor if and when the Loan closes, the Sponsor may lock the rate of the Loan ("**Rate Lock**") prior to the closing date of the Loan. Borrower and Sponsor will bear all costs of any Rate Lock, including, without limitation, all hedging and breakage costs and per diem carrying expenses incurred in connection with the Rate Lock.

If the Loan does not close on or before the expiration of the Rate Lock Period (as defined in the Interest Rate Lock Agreement), the Rate Lock shall terminate in Lender's sole and absolute discretion and be of no further force and effect and Borrower and Sponsor shall be jointly and severally liable for any and all hedging and breakage costs and per diem carrying expenses incurred by Lender.]<sup>16</sup>

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<sup>16</sup> Rate Lock clause is under review. In addition, if there is an upside in connection with a rate lock, upside must go to Sponsor.

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## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

### Schedule B – Conditions to Closing<sup>17</sup>

Closing of the Loan will be subject to the fulfillment of certain conditions usual and customary for a financing of this type, including but not limited to the following:

1. Satisfactory completion of all entity level due diligence, including review of financial condition, cash flow projection assumptions, organization documents (including an organizational structure chart listing all persons and entities having a direct or indirect ownership interest in Borrower) and business history (including, without limitation, references, credit and other background reports and searches) of Borrower, Sponsor and all other material loan parties.<sup>18</sup>
2. Satisfactory completion of UCC, lien, judgment, litigation and bankruptcy searches with respect to Borrower, Sponsor and all other material loan parties.
3. Satisfactory completion of real estate and Property due diligence including, title, survey, tax, environmental (including a Phase I ESA), engineering, property condition, legal, zoning, certificate of occupancy, liquor license (if any) and other entitlement due diligence.<sup>19</sup>
4. Approval of Lender's credit authorities.<sup>20</sup>
5. Receipt of a satisfactory FIRREA compliant appraisal of the Property.<sup>21</sup>
6. Satisfactory inspection of the Property by Lender.<sup>22</sup>
7. Lender's satisfactory review and approval of all material agreements, including, without limitation, the Management Agreement, reciprocal easement agreements, Franchise Agreements (with acceptable remaining term and extension options), comfort letters, condominium documentation and estoppel certificate from the condominium association, operating and service agreements, and all other documents, agreements or other instruments material to the Property or Borrower's interest therein.<sup>23</sup>
8. Lender's satisfactory review and approval of all commercial leases, including, without limitation, parking agreements (if any), REAs and long-term leases. Borrower shall deliver estoppel certificates and SNDAs from each tenant whose lease requires an SNDA, in form and substance required by such lease.

<sup>17</sup> Parties to discuss which conditions Lender can pre-approve prior to execution of this Term Sheet (this is too open ended).

<sup>18</sup> Lender should sign off on this now prior to execution of the Term Sheet.

<sup>19</sup> Lender should sign off on this now prior to execution of the Term Sheet.

<sup>20</sup> Lender: what is timing on this?

<sup>21</sup> Lender should commence this process now.

<sup>22</sup> Lender should sign off on this now prior to execution of the Term Sheet.

<sup>23</sup> Lender should sign off on this now prior to execution of the Term Sheet.



## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

9. Receipt and approval by Lender of (i) title, (ii) property, (iii) rent loss/business interruption, (iv) builders risk, (v) workers compensation, (vi) terrorism, (vii) wind, (viii) flood, (ix) earthquake and (x) liability insurance as well as any other insurance deemed necessary by the Lender.<sup>24</sup>
10. Confirmation of all financial, legal and factual premises upon which the terms and conditions of the Loan are based.
11. The preparation, execution and delivery of loan documentation, opinions of Borrower's and Sponsor's counsel covering such matters as Lender may require, and all other contracts, instruments, addenda and documents deemed necessary by Lender to evidence the Loan and the Collateral (the "*Loan Documents*"), including a loan agreement, all satisfactory in form and substance to Lender.
12. Both prior to funding and throughout the term of the Loan, Borrower shall also deliver additional financial information regarding itself, the Sponsor, the guarantor, the Property and the tenants as is necessary from time to time to comply with the terms of Regulation A/B Requirements.
13. Receipt of all final approvals from Lender's credit committee.<sup>25</sup>
14. Lender's satisfactory review and approval of all pertinent Property financial information, including but not limited to monthly operating statements, rent rolls, budgets, letters of intent, tax bills, etc.<sup>26</sup>

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<sup>24</sup> Lender should sign off on this now prior to execution of the Term Sheet.

<sup>25</sup> Lender to advise process.

<sup>26</sup> Lender should sign off on this now prior to execution of the Term Sheet.





## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

### Summary of Terms and Conditions – Trump Draft 6/19/12

The following is a preliminary summary of the indicative terms and conditions for the proposed financing (the "**Loan**"). These indicative terms and conditions reflect the current perception of market conditions by Lender and its respective affiliates as they relate to the Loan (based, in part, on information provided to Lender by Sponsor and/or Borrower), and are subject to change without notice. This is a preliminary summary and does not define all of the terms and conditions of the Loan, but is a framework upon which preliminary documentation for this transaction would be structured, and is a basis for further discussion and negotiation of such terms as may be appropriate. Under no circumstances shall the indicative terms and conditions constitute or be deemed to constitute a legally binding commitment on the part of Lender or any of its affiliates, nor shall it be construed as an offer or undertaking by Lender to issue or arrange or negotiate a commitment or the Loan or any other financing, or any commitment, offer, undertaking or agreement of any kind. The Loan, if any, shall be subject to [the due diligence review]<sup>1</sup> the results of which must be satisfactory to Lender in its sole discretion, and completion of other matters described in this summary of terms and conditions (the "**Term Sheet**") in a manner acceptable to Lender in its sole discretion, the approval by Lender's credit authorities, satisfactory secondary market conditions, and the execution and delivery of documentation satisfactory in form and substance to Lender and Lender's legal counsel. Except as otherwise expressly provided in this Term Sheet, no rights, obligations or liabilities of any kind or nature whatsoever shall arise on the part of Lender or any of its affiliates as the result of the provisions of this Term Sheet. This Term Sheet is confidential, and the indicative terms and conditions shall not be discussed with, or delivered to other persons (other than legal counsel, tax advisors or officers and directors of Sponsor and Borrower) without the prior written consent of Lender.

#### Property:

The Commercial Condo Component of the Trump International Hotel & Tower, Chicago, Ill. The "**Commercial Condo Component**" consists of: (a) a full service hotel, including 339 condo-hotel rooms (including the Spa Units (as hereinafter defined)), of which 177,175 are Borrower-owned and collateral for the Loan and 162,164 are owned by third parties and not collateral for the Loan (the "**Third Party Units**") (b) approximately 38,000 square feet of F&B/Banquet space, (c) a 23,000 square foot spa, (d) the Hotel Rated Facilities (as hereinafter defined), (e) a 285 space public parking garage, (ed) the associated rental management fees (the "**RM Fees**") payable to the Property Manager from the Third Party Units<sup>2</sup> and (4e) 85,000 square feet of retail (the "**Retail Component**")<sup>3</sup>, collectively, the "**Property**". For purposes hereof, (A) "**Hotel-Related Facilities**" shall mean the areas that service the hotel and the balance Project (as hereinafter defined), including the Health Club (as hereinafter defined), meeting/function rooms, ballrooms and such other space available for meetings and functions, the business center, the room service and banquet kitchens, employee facilities and dining room, the restaurant and bar located on portions of floors 15M and 16, the lobby gift shop, and all the various other service-type areas and equipment and roof areas described in the REA as part of the "Commercial Property." (B) "**Health Club**" shall mean the health club and spa facility located on a portion of floors 14 and 14M in the Hotel Portion of the Project (which, for the avoidance of doubt, does not include the Spa Units) and (C) "**Spa Units**" shall mean Units 1400 through 1440 and 1450 through 1462.

The Property is part of a 92 story, 2.5 million square foot mixed use tower (the "**Project**") that also consists of 486 total residential condo units, 675 deeded parking

<sup>1</sup> Lender: let's specify what due diligence Lender must do. Lender is thoroughly familiar with this property.

<sup>2</sup> Lender: these RM Fees should be counted towards satisfying the ongoing DSCR test. Please explain how the RM Fees would be collateral. You cannot step into Trump's position as manager.

<sup>3</sup> The Retail Component should be excluded from DSCR, Debt Yield and any other tests.



## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

spaces, and the associated storage units and common areas (the “*Residential Condo Component*”). The Residential Condo Component and any other areas of the Project that do not constitute the Property shall not be part of the collateral for the Loan.

**Purpose of Financing:** The Loan proceeds will be used by Borrower (i) to refinance any existing mortgage and ~~mezzanine indebtedness~~ secured directly or indirectly by the Property, (ii) to make such deposits into any the reserve accounts required by Lender described in the “Reserves” section below, (iii) to pay reasonable costs and expenses incurred in connection with the Loan, and (iv) to the extent any proceeds remain after satisfying clauses (i) – (iii) above, for (x) such other general corporate purposes as Borrower shall designate, and (y) distributions to Sponsor, if Sponsor shall elect.

**Borrower:** The borrower (the “*Borrower*”), shall be a newly formed special purpose, bankruptcy-remote, U.S. entity acceptable to Lender which satisfies all applicable rating agency criteria and is formed exclusively for the purpose of owning and operating the Property (except for ownership of the RM Fees, which RM Fees are payable to Property Manager).

The organizational documents of Borrower and their appropriate constituent entities (the “*SPE Component Entities*”) shall satisfy all applicable rating agency criteria, shall be acceptable to Lender in its sole and absolute discretion and shall contain customary single purpose provisions and separateness covenants. Borrower and the SPE Component Entities shall have two (2) independent directors or independent managers in accordance with rating agency requirements. The independent directors' or independent managers' responsibility will be limited solely to voting on matters involving insolvency and bankruptcy issues and such individuals' vote will be required to approve (x) any election by Borrower to voluntarily seek protection from creditors under any applicable bankruptcy or insolvency laws, and (y) the dissolution of Borrower.

Borrower shall deliver at closing of the Loan (the “*Closing*”) a bankruptcy remoteness and non-consolidation opinion in form and substance satisfactory to Lender and in accordance with rating agency requirements.

**Sponsor:** Donald J. Trump and The Trump Organization, on a joint and several basis.

**Lender:** German American Capital Corporation or an affiliate.

**Loan Amount:** Up to \$58,000,000. The exact Loan Amount cannot exceed \$58,000,000 and will be calculated at the time of Rate Lock (defined below in Schedule “A”) based on the Underwritten Net Cash Flow (defined below) for the Property at a minimum Debt Service Coverage Ratio (“*DSCR*”) at closing of [1.45x]<sup>4</sup>, a minimum Debt Yield (described below) of no less than [10.2%], and subject to a maximum “Loan to Value Ratio” (described below) of [60%]. If the required Loan to Value Ratio,

<sup>4</sup> Constraints on loan proceeds described in this section to be discussed as part of the interest rate negotiation. These constraints should not take into account the Retail Component. Please send underwritten cash flow for trailing 12 months through April for Borrower to understand that minimum proceeds can be achieved.



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Debt Yield or the DSCR are not satisfied, Lender may, in its sole and absolute discretion, reduce the Loan Amount or decline to make the Loan and terminate the Borrower's Loan request.

**Underwritten Net Cash Flow:** [Lender will underwrite the Loan to determine "Underwritten Net Cash Flow" in its sole and absolute discretion.]<sup>5</sup> The Underwritten Net Cash Flow shall not take into account the Retail Component.

**DSCR:** The DSCR shall be calculated by dividing the Underwritten Net Cash Flow by the debt service due on the Loan based on the actual interest rate on the Loan and assuming an amortization term of 30 years.

**Debt Yield:** The Debt Yield shall be calculated by dividing the Underwritten Net Cash Flow by the Loan Amount.

**Loan to Value Ratio:** The Loan to Value Ratio shall be established as the ratio of the amount of the Loan to the "as-is" value as shown in an MAI appraisal obtained by Lender at Borrower's reasonable cost and approved by Lender in form and substance. If Borrower elects not to proceed with the Loan, Lender shall assign the appraisal to such other party that Borrower shall direct and Lender shall cause the appraiser to redirect the appraisal and/or provide a comfort letter to any such other party.<sup>6</sup>

**Security:** The Loan will be secured by, *inter alia*, (i) a first priority mortgage in the Borrower's fee simple interest in the Property (other than (x) such portions of the Property that are not owned in fee simple, and (y) the RM Fees), (ii) a first priority security interest in and, as applicable, assignment of, in each case to the extent of Borrower's interest therein, and to the extent assignable, all rents, permits, licenses, leases, contracts, agreements, accounts, receivables, personal property, furniture, fixtures and equipment and any other personal property relating to the Property;<sup>7</sup> provided, however, the Trump Intellectual Property shall not be included, [(iii) a first priority security interest in the associated rental management fees payable to the Property Manager with respect to the Third Party Units RM Fees]<sup>8</sup> [and (iv) such other collateral customary for a loan of this type, including without limitation appropriate [assignment of all condominium documents and sponsor's rights thereunder]<sup>8</sup> (to the extent of Borrower's interest therein) (if applicable)].<sup>9</sup> For the avoidance of doubt, the collateral shall not include any rights to the Trump Intellectual Property. The term "*Trump Intellectual Property*" shall mean the

<sup>5</sup> Lender: this should be defined in the term sheet.

<sup>6</sup> Lender should commence the appraisal process now.

<sup>7</sup> See earlier footnote about this issue.

<sup>8</sup> Under review. Trump cannot assign to multiple lenders.

<sup>9</sup> Lender: please provide specific details now. We cannot assign to multiple lenders.



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brand and name “Trump,” “Trump International Hotel & Tower,” and any derivative of any of the foregoing, and any other intellectual property now or hereafter owned by Sponsor or any affiliate of Sponsor or a Sponsor family member.

In the event that Lender elects to bifurcate the Loan as described below, Lender shall have the right to allocate the Security among various notes and/or tranches at its discretion.

~~Any mezzanine loan created will be secured by (i) a pledge of 100% of the direct and indirect ownership interests in the mortgage borrower, (ii) a first priority collateral assignment of interest rate hedge agreement, and (iii) such other collateral as may be specified in the Loan Documents, further described in the section below entitled “Bifurcation.”~~

### Bifurcation:

~~Provided that all of the initial economic and other material terms of the Loan (including, without limitation, all of the economic terms) shall remain the same for Borrower, Lender shall have the right to (i) bifurcate the Loan into one or more (a) participations, or (b) component or other notes, such as B-Notes or (c) loans, including mezzanine loans secured by a pledge of direct and indirect ownership interests, and (ii) reallocate the principal amount and interest rate of the Loan among one or more mortgage loan and mezzanine loans. Sponsor/Borrower agrees to cooperate with Lender in connection with the foregoing, which may require the creation of additional borrower entities. Borrower/Lender shall be responsible for the cost of bifurcation, all costs and expenses of any such bifurcation including, without limitation, all of Lender’s and Borrower’s reasonable legal fees and expenses in connection therewith.~~

### Recourse:

The Loan will be non-recourse to Borrower, except that the Loan shall be recourse to Sponsor and Borrower (on a joint and several basis) for environmental hazards and Lender’s [standard recourse carve-outs]<sup>10</sup> and failure to pay any additional carry costs associated with the Retail Component, only for so long as the Retail Component is collateral under the Loan. Borrower and Sponsor shall execute a guaranty and indemnity with respect to each of the foregoing.

Throughout the term of the Loan, Sponsor shall maintain a minimum net worth (exclusive of any interest in the Property) of \$[100] and minimum liquidity of \$[10].

### Term:

The term of the Loan (the “*Term*”) shall be ten (10) years from the initial closing of the Loan.

### Reserves:

Upfront and ongoing reserves ~~including but not~~ limited to reserves for real property taxes, ~~Retail CAM, condominium assessments and any other condominium association payments, insurance, unpaid and ongoing tenant improvements and leasing commissions, free and/or abated rent, FF&E, seasonality, deferred maintenance, environmental, interest, etc.,~~ will be determined by Lender based on due diligence insurance and FF&E reserves in a manner consistent with what is

<sup>10</sup> Please provide now.



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currently being reserved for.

### Additional Reserves:

Subject to the results of Lender's due diligence, additional ongoing reserves may be required to be funded by Borrower on a monthly basis throughout the term of the Loan.

### Cash Management:

At closing, a lockbox and clearing account controlled by Lender (the "**Clearing Account**") shall be established by Borrower at a financial institution acceptable to Lender, into which all rents, revenues and receipts from the Property shall be deposited directly by the retail tenants (but only for so long as the Retail Component is collateral under the Loan). With respect to the non-retail portion of the Property, all credit card receipts, payment from third parties, association payments and any other revenues in each case generated from the Property (as opposed to other portions of the Project which are not part of the Property, such as the Third Party Units and the Residential Condominium Component) other than over the counter cash receipts shall be deposited by credit card processing companies directly into the Clearing Account, and all over the counter receipts<sup>11</sup> shall be directly deposited by Property Manager in the Clearing Account within one (1) business day of receipt thereof by Borrower or Manager. Amounts on deposit in the Clearing Account shall be transferred daily to an account controlled by Lender (the "**CMA**"). Provided no Trigger Event (as hereinafter defined) occurs, the CMA shall permit automatic transfers of deposits into Borrower's operating account following payment of all monthly amounts due under the Loan Documents (including, without limitation, taxes and insurance, debt service and all reserves required reserves) and approved under the section of this Term Sheet entitled "Reserves", for Borrower to pay all property operating expenses and, at Sponsor's election, for distribution to Sponsor. For purposes of this paragraph "**Trigger Event**" shall mean the occurrence and continuation of (i) an event of default under the Loan Documents or (ii) a Low Debt Service Trigger (as hereinafter defined). Once a Trigger Event occurs, automatic transfers into Borrower's operating account will cease and any excess funds shall be held by Lender as additional collateral for the Loan (provided that (1) upon the occurrence of an event of default under the Loan Documents, such sums may be applied to amounts owed under the Loan Documents in such amounts, order and manner as Lender shall elect in its sole discretion and (2) funds held by Lender as additional collateral as a result of a Low Debt Service Trigger (as hereinafter defined) pursuant to this section shall be utilized by Lender as set forth in the section below entitled "Low Debt Service Reserve").

### Low Debt Service Reserve:

Borrower shall maintain a DSCR of no less than ~~1.35~~1.20x.

The DSCR will be tested by Lender quarterly on a trailing 12 month basis. If the DSCR falls below ~~1.35~~1.20x (a "**Low Debt Service Trigger**"), all excess cash flow after payment ~~of~~ by Lender (utilizing funds held by Lender described in the section above entitled "Cash Management") of (1) all monthly amounts due under the Loan Documents (including, without limitation, reserves for taxes and insurance, and debt service and required reserves) and approved budgeted (2) all property operating expenses (such excess funds, the "**Low Debt Service Reserve**") will be swept to and

<sup>11</sup> Potential fix may be needed for cash management of RM Fees.



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held in a Lender-controlled account as additional collateral for the Loan. All funds in the Low Debt Service Reserve shall be used by Lender to timely pay all amounts described in items (1) and (2) above. A Low Debt Service Trigger shall cease to exist if the DSCR exceeds 1.40 following a DSCR Cure (as hereinafter defined). Immediately following a DSCR Cure, Lender shall release to Borrower all funds remaining in the Low Debt Service Reserve (which funds Borrower may use in such manner as was permitted prior to the Trigger Event). In the event that the DSCR is less than the required amount, Borrower may either (i) reduce the principal amount under the Loan by repaying a portion of the outstanding principal balance of the Loan in an amount (the “DSCR Paydown Amount”) necessary for Borrower to have a DSCR equal to or in excess of the required amount, (ii) provide to Lender additional collateral in the form of cash and cash equivalents equal to the DSCR Paydown Amount (the “DSCR Collateral”) or (iii) take such other reasonable means as Borrower shall elect in order to satisfy such test (including, without limitation, any combination of (i) and (ii) above). In the event the DSCR Collateral is deposited with Lender, then, for purposes of determining DSCR, the amount of DSCR Collateral shall be deemed deducted from the outstanding principal amount of the Loan. For the avoidance of doubt, Borrower’s failure to comply with the DSCR requirements shall not constitute a default or an Event of Default, but shall only permit Lender to establish the Low Debt Service Reserve as herein described. If Borrower shall post DSCR Collateral and on any subsequent DSCR test date (or such earlier dates as Borrower shall request that Lender test the DSCR, which need not be a DSCR test date) it is determined that Borrower maintains the required DSCR, then Lender shall promptly return to Borrower that portion of the DSCR Collateral for which Borrower would have maintained the required DSCR had the Loan amount not been deemed reduced by such DSCR Collateral. For purposes hereof, the term “DSCR Cure” shall mean any of the following: if Borrower shall deliver a DSCR Paydown Amount or DSCR Collateral or Borrower takes other reasonable means described in clause (iii) above, or if the DSCR exceeds 1.25x for two consecutive quarters, one quarter following any Low Debt Service Trigger (using a trailing 12 month basis).

### Prepayment, Repayment:

Locked Out Period: From Month 1 through the earlier of (a) Month 36 or (b) two years after the securitization of the entire Loan -- Prepayment prohibited.

Structured Prepayment: After locked out period until 3 months before the maturity date -- Defeasance, as described below.

Open Period: Prepayment in whole without penalty permitted on any payment date during the last 3 months of the Loan term.

Repayment Date: End of Loan term.

The Borrower may defease (“*Defeasance*”) the Loan, upon 60 days written notice to Lender, by (i) depositing an amount sufficient to purchase U.S. Treasury securities whose cash flows are equal to and occur on or before the successive remaining scheduled interest and principal payment dates required under the Loan including the full outstanding principal amount due on the maturity date; (ii) granting Lender a perfected first priority security interest in the securities with an opinion of counsel to such effect; (iii) paying all costs incurred in such transfer and (iv) such other terms as more particularly set forth in the Loan documentation.

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### Pledges/Transfers:

No transfer or pledge in the direct or indirect ownership of the Borrower or collateral shall be permitted, except up to 49% of the non-controlling ownership interests in the Borrower may be transferred or pledged to a qualified buyer subject to standard transfer conditions, including, without limitation, no event of default, prior written notice, and subject to the Sponsor maintaining control and management of the Borrower and the Property. Notwithstanding the foregoing, nothing shall preclude transfers of indirect interests in Borrower transferred by Borrower or any entity that directly or indirectly owns Borrower (each a “Borrower Party”) to Sponsor, Sponsor’s spouse, and the lineal descendants of Sponsor’s parents (including adopted descendants) (any of the foregoing, a “Sponsor Family Member”) or to a trust solely for the benefit of Sponsor or one or more Sponsor Family Members or to a person or entity in which Sponsor and/or one or more Sponsor Family Member owns, directly or indirectly, an interest, so long as, in each case, immediately following each such transfer, alone and when aggregated with all prior transfers, Sponsor (or, an entity established by Sponsor solely for estate planning purposes of which Sponsor and/or one or more Sponsor Family Members are the sole holders of all of the beneficial interests therein) owns and continues to own, indirectly, at least 51% of Borrower and continues to control Borrower.

### Loan Assumption:

~~The Loan is assumable, subject to standard transfer conditions, including, without limitation, as long as the transferee meets the following tests: (i) Lender’s prior written consent; (ii) confirmation from the rating agencies that such assumption shall not result in a downgrade of any securities backed in part or whole by the Loan; (iii) evidence that the new borrower complies with all of the single purpose and bankruptcy remote entity requirements set forth in the Loan documentation which may include without limitation, a nonconsolidation opinion; (iv) evidence that the new borrower is of good repute and qualified to own a property of this type; (v) customary legal documentation including any necessary legal opinions; (v) payment of all related expenses including any rating agency fees and an assumption fee of 1%/2% of the outstanding principal balance at the time of the assumption; and (vi) no event of default has occurred and is continuing. Upon such assumption, Sponsor shall be released from all of their recourse obligations.~~

### Releases:

~~Subject to acceptable completion of Lender’s due diligence, Borrower shall have the right, without any cost or expense (other than reasonable legal fees), to release the Retail Component pursuant to terms and conditions set forth in the Loan Documents [and satisfaction of any REMIC requirements,]<sup>12</sup> and provided that the Retail Component is a separate-~~legally subdivided~~separated parcel. No other releases shall be permitted. Borrower or its affiliate shall be permitted to amend the Declaration of Covenants, Conditions, Restrictions and Easements made by 401 North Wabash Venture LLC (as amended) in order to separate the Retail Component of the Project from the balance of the Commercial Premises pursuant to a vertical separation process. Borrower or its affiliate may elect to separate from the Commercial Premises only the Retail Component, and have the remainder of the Commercial Premises remain a separate parcel to be divided later, and/or Borrower or its affiliate may separate out other portions of the Commercial Premises (the~~

<sup>12</sup> Lender: please describe.



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“Balance of the Commercial Premises”) in addition to the Retail Portion, including, but not limited to, the portion of the Commercial Premises used for parking open to the general public; provided, however, that Balance of the Commercial Premises will remain collateral for this Loan and only the Retail Component shall be released from the collateral. The vertical separation process will involve defining those areas Borrower or its affiliate desires to be included within the defined parcels and those areas that Borrower will keep separate (mechanical areas, elevators, etc.). Additionally, Borrower or its affiliate may create concomitant amendments to the existing declarations of covenants, conditions, restrictions and easements to delineate the various cost allocations, maintenance obligations and other rights and obligations as allocated between the Commercial Premises and the areas to be separated from the Commercial Premises pursuant to the vertical separation process.

**Interest Rate, Fees, etc.:** As outlined on **Schedule A**.

**Conditions to Closing:** As outlined on **Schedule B**.

**No Additional Indebtedness:** No additional debt, whether unsecured or secured by any direct or indirect interest (actual, economic or otherwise) in either the Property or Borrower is permitted without the prior written consent of Lender, which may be granted or withheld in Lender’s sole and absolute discretion other than in the ordinary course.

Notwithstanding the foregoing, the Sponsor shall be permitted ~~one time~~ during the term of the Loan to obtain a mezzanine loan in an amount not to exceed \$20,000,000, from and after the earlier of (x) securitization of the Loan and (y) 36 months after the closing of the Loan, from a mezzanine lender approved by Lender in its ~~sole and absolute~~ reasonable discretion (an “**Approved Mezzanine Lender**”) secured by a pledge in the equity interests in Borrower ~~(or the mezzanine borrower’s, if Lender has bifurcated a portion of the Loan into a mezzanine loan)~~; provided that: (i) the Approved Mezzanine Loan shall be in an amount that when added to the Loan will result in (A) a combined loan to “as is” appraised value of the Property of no more than 55%, (B) a combined DSCR (utilizing the actual debt service of both the Loan and the proposed mezzanine loan) of not less than 1.60:1.00, and (C) a combined debt yield (based upon the Underwritten Net Cash Flow and the combined amount of the Loan and the proposed mezzanine loan) of no less than 11.0%; (ii) the Approved Mezzanine Loan will be secured by an equity pledge encumbering direct and/or indirect ownership interests in the Borrower (and will not be secured by any collateral securing the Loan); (iii) ~~the Approved Mezzanine Loan will be coterminous with the Loan~~ Intentionally Deleted; (iv) the Approved Mezzanine Loan and organizational structure of the mezzanine borrower will otherwise be on terms and conditions and subject to documentation reasonably acceptable to Lender and in accordance with rating agency requirements; and (v) the Approved Mezzanine Lender shall enter into an intercreditor agreement with Lender satisfactory in all respects to Lender in its ~~sole and absolute~~ reasonable discretion and any applicable rating agency. Additionally, such financing shall be subject to receipt by Lender of Rating Agency Confirmations from the applicable rating agencies. All reasonable costs and expenses incurred by Lender in connection with such financing (including, without limitation, reasonable legal fees) shall be the sole obligation of Borrower. The Approved Mezzanine Lender may in no way be affiliated with the Borrower.

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## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

- Property Management:** The Property must at all times be managed by an operator approved by Lender (a "**Property Manager**") pursuant to a property management agreement in form and substance satisfactory to Lender (a "**Management Agreement**"). The Property Manager's rights under the Management Agreement (including any right to fees thereunder) shall be subordinate to Lender's lien. Solely in connection with the Property (and, for the avoidance of doubt, not in connection with the portion of the Project which does not constitute collateral for the Loan (including, without limitation, the Third Party Units, the Retail Component (if the Retail Component is no longer collateral) and the Residential Condo Component)), Lender shall have the right to terminate and replace the Property Manager and/or terminate the Management Agreement (i) subsequent to following and during the continuation of an event of default under the Loan Documents (after appropriate cure periods have lapsed), (ii) for cause, including but not limited to fraud, gross negligence, willful misconduct, or misappropriation of funds by the Property Manager, (iii) if the Property Manager becomes insolvent or a debtor in a bankruptcy proceeding, (iv) for a material default by Property Manager under the Management Agreement. Borrower shall not make any material modification to the Management Agreement without Lender's approval and, following a securitization, receipt of a rating agency confirmation. Notwithstanding the foregoing, Lender hereby approves the current Property Manager and the current Management Agreement, and the payment of all amounts due to Property Manager thereunder.
- Budgets:** At closing, Borrower shall provide to Lender a budget for the Property delineating operating cash flows and operating costs expected to be incurred during the Term. Such budget shall be subject to Lender's approval. On an annual basis, Borrower shall furnish to Lender, for Lender's approval, an updated budget for the Property. If the debt service coverage ratio is less than 1.35120x Lender may require, on a quarterly basis that Borrower furnish to Lender for approval an updated budget for the Property.
- Insurance:** Borrower will be required to maintain and provide evidence of property, casualty, liability, business interruption, windstorm, earthquake and other applicable insurance in all cases with no exclusion for acts of terrorism and with an agreed upon deductible from an insurer having a rating acceptable to Lender.<sup>13</sup>
- Leasing:** Lender shall have approval rights over Major Leases and any material modification or termination of Major Leases. A (other than a termination as a result of a tenant default under such Major Lease). A "**Major Lease**" means a lease which (i) when aggregated with all other leases at the Property with the same Tenant, and assuming the exercise of all expansion rights and all preferential rights to lease additional space contained in such lease, is expected to cover more than 5,000 rentable square feet, (ii) contains an option or preferential right to purchase all or any portion of the Property, (iii) is with an affiliate of Borrower as Tenant, or (iv) is entered into during the continuance of an Event of Default or Trigger Period.
- Sale, Assignment,** Lender will have the right, at Lender's sole cost and expense, to sell, assign,

<sup>13</sup> Term Sheet to provide current insurance is adequate.



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- Participation:** syndicate, securitize or participate the Loan, in whole or in part, without the consent of Borrower or Sponsor. Borrower and Sponsor shall promptly cooperate with such reasonable requests made by Lender in connection with any such sale, assignment, syndication, securitization or participation. This includes but is not limited to meeting with rating agencies and third party investors.
- Securitization:** Lender shall have the right, at Lender's sole cost and expense, to securitize the Loan through the issuance of certificates of interest therein, which will be rated by rating agencies, as well as certain unrated classes of certificates. Borrower shall cooperate in all respects with Lender and the rating agencies in connection with such securitization.
- Governing Law:** The Loan shall be governed by the laws of the State of New York (without regard to the choice-of-law rules thereof).
- U.S. Patriot Act:** To help fight the funding of terrorism and money laundering activities, pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (Public Law Pub.L. 107-56) (the "**Patriot Act**"), Lender and its affiliates obtain, verify, and record information that identifies each person and entity (or than an affiliate) with whom Lender enters into a business relationship. Pursuant to Patriot Act, when you enter into the business relationship with Lender, verification will include (but is not limited to) name, address, corporate tax identification number, date of birth, (applicable to an individual), and other information that will allow us to identify you. We may also ask to see corporate resolutions or other identifying documents from you.
- Title Insurance:** Borrower shall obtain a mortgagee's policy of title insurance ~~(including, if requested by Lender, a mezzanine endorsement to the owner's policy of title insurance, if applicable) and Eagle 9 insurance~~ from a title insurance company selected by Borrower and reasonably acceptable to Lender.

**Brokers:** Borrower and Sponsor each represent and confirm that it has not engaged or worked with a broker or agent in arranging with the financing for this transaction. Accordingly, it is hereby agreed that all costs, finders' fees, commissions, concessions remuneration or similar fees or compensation relating to the financing are the sole and absolute responsibility of Borrower and Sponsor. Borrower and Sponsor each agree (on a joint and several basis) to indemnify and hold Lender and its affiliates harmless from and against any and all compensation sought by any party who makes claim for commission or compensation related to the Loan. This section shall be binding upon Sponsor and Borrower.

**Exclusivity Brokers:** For a period of ninety (90) days following execution of this Term Sheet, Lender shall have the exclusive right to provide the Loan to Borrower. If this Exclusivity provision is violated, Lender shall be entitled to retain the entire Good Faith Deposit and, in such case, Sponsor shall, upon demand, pay the Exclusivity Fee to Lender. As used herein, "Exclusivity Fee" shall mean 1.00% of the principal amount of the Loan. This section shall be binding upon Sponsor and Borrower. Borrower and Sponsor hereby represent and warrant to Lender that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the transactions contemplated by this Agreement. Borrower and Sponsor

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hereby jointly and severally indemnify Lender and hold Lender harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of Borrower or Sponsor in connection with the transactions contemplated herein. Lender hereby represents and warrants to Borrower and Sponsor that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the transactions contemplated by this Agreement. Lender hereby indemnifies and holds Borrower and Sponsor harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of Lender in connection with the transactions contemplated herein.

**Expiration:**

In the event that the Loan is not closed and funded within 45 days from the date hereof, the Term Sheet shall automatically expire and be of no further force and effect, other than with respect to the sections hereof titled “Exclusivity” and “Out of Pocket Expenses,” which shall survive the expiration of this Term Sheet.

\* \* \* \* \*



## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

As an acknowledgement of your acceptance of the terms and conditions presented in this Term Sheet, please sign in the place indicated below and return an executed original of this Term Sheet together with the Good Faith Deposit not later than 4:00pm prevailing Eastern Time on \_\_\_\_\_, 2012

ACCEPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2012

SPONSOR:

\_\_\_\_\_, a \_\_\_\_\_,  
on behalf of itself and the Borrower

By: \_\_\_\_\_  
Name:  
Title:

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## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

### Schedule A – Interest Rate, Fees, etc.

#### Interest Rate:

The “**Interest Rate**” shall be calculated at Rate Lock (see below) by adding [392]<sup>14</sup> basis points (the “**Spread**”) to the yield on the ten (10) year on-the-run swap rate, however, in no event shall the Interest Rate be less than [5.64%].<sup>15</sup> The on-the-run ten (10) year swap rate is the ten (10) year U.S. Treasury rate, plus the ten (10) year swap spread. The ten (10) year swap rate as of June 8th, 2012 is approximately 182 bps. Lender may adjust the Spread upward to reflect market spreads at the time of closing as determined in Lender’s sole discretion not adjust the spread. Interest on the outstanding Loan Amount, based on the Interest Rate, shall be payable monthly in arrears, calculated on the basis of the actual number of days in the month and a 360-day year.

#### Amortization:

Interest only for the first three (3) years of the Loan Term, after which a constant monthly payment of principal and interest will be due and payable on each Payment Date in an amount sufficient to fully amortize such Loan over a 30-year amortization schedule.

#### Administrative Fee/Servicer:

The Loan shall be serviced by a servicer designated by Lender (“**Servicer**”). ~~Borrower~~Lender shall pay any fees and expenses (at closing or ongoing, excluding any annual master servicing fees under the servicing agreement) of the Servicer and any third-party fees and expenses, including, without limitation, special servicing fees, operating advisor fees, work-out fees and attorneys fees and disbursements, in connection with a prepayment, release of the Property, assumption or modification of the Loan, special servicing or work-out of the Loan or enforcement of the Loan Documents.

#### Good Faith Deposit:

~~\$250,000~~150,000 payable at the execution of this Summary of Terms and Conditions.

#### Out-of-pocket expenses:

Sponsor and Borrower shall pay all reasonable and customary out-of-pocket expenses incurred by Lender and its affiliates in connection with the Loan, whether or not the Loan closes. Such expenses may include, without limitation, reasonable and customary legal fees, consultant fees, third party vendor fees, travel expenses, a loan production fee, ~~syndication fees,~~ printing fees, due diligence costs, underwriting costs and other miscellaneous expenses. For the avoidance of doubt, Borrower shall not be responsible for any fees, costs or expenses incurred by Lender in connection with any syndication. If at any time Lender reasonably determines that the funds on deposit with Lender will not be sufficient to cover Lender’s anticipated expenses, upon request, Sponsor shall promptly deposit such additional funds as Lender may reasonably determine are necessary to cover such expenses. The Good Faith Deposit will be utilized to

<sup>14</sup> To be discussed.

<sup>15</sup> To be discussed.



## Trump International Hotel & Tower - Commercial Up to \$58,000,000 Financing

pay all of Lender's reasonable and customary out of pocket expenses in connection with the Loan described above. At closing, any balance remaining will be credited to Borrower. In the event that the closing does not occur for any reason, then the balance remaining of the Good Faith Deposit, after paying all reasonable out of pocket costs and expenses of the Lender described above, will be refunded to Borrower.

### Standard Rate Lock; Loan Terms:

[Subject to (i) the execution by Sponsor of Lender's standard Interest Rate Lock Agreement and (ii) the delivery to Lender of a deposit equal to 2.0% of the Loan Amount, which will be refunded to Sponsor if and when the Loan closes, the Sponsor may lock the rate of the Loan ("**Rate Lock**") prior to the closing date of the Loan. Borrower and Sponsor will bear all costs of any Rate Lock, including, without limitation, all hedging and breakage costs and per diem carrying expenses incurred in connection with the Rate Lock.

If the Loan does not close on or before the expiration of the Rate Lock Period (as defined in the Interest Rate Lock Agreement), the Rate Lock shall terminate in Lender's sole and absolute discretion and be of no further force and effect and Borrower and Sponsor shall be jointly and severally liable for any and all hedging and breakage costs and per diem carrying expenses incurred by Lender.]<sup>16</sup>

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<sup>16</sup> Rate Lock clause is under review. In addition, if there is an upside in connection with a rate lock, upside must go to Sponsor.

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### Schedule B – Conditions to Closing<sup>17</sup>

Closing of the Loan will be subject to the fulfillment of certain conditions usual and customary for a financing of this type, including but not limited to the following:

1. Satisfactory completion of all entity level due diligence, including review of financial condition, cash flow projection assumptions, organization documents (including an organizational structure chart listing all persons and entities having a direct or indirect ownership interest in Borrower) and business history (including, without limitation, references, credit and other background reports and searches) of Borrower, Sponsor and all other material loan parties.<sup>18</sup>
2. Satisfactory completion of UCC, lien, judgment, litigation and bankruptcy searches with respect to Borrower, Sponsor and all other material loan parties.
3. Satisfactory completion of real estate and Property due diligence including, title, survey, tax, environmental (including a Phase I ESA), engineering, property condition, legal, zoning, certificate of occupancy, liquor license (if any) and other entitlement due diligence.<sup>19</sup>
4. Approval of Lender's credit authorities.<sup>20</sup>
5. Receipt of a satisfactory FIRREA compliant appraisal of the Property.<sup>21</sup>
6. Satisfactory inspection of the Property by Lender.<sup>22</sup>
7. Lender's satisfactory review and approval of all material agreements, including, without limitation, the Management Agreement, reciprocal easement agreements, Franchise Agreements (with acceptable remaining term and extension options), comfort letters, condominium documentation and estoppel certificate from the condominium association, operating and service agreements, and all other documents, agreements or other instruments material to the Property or Borrower's interest therein.<sup>23</sup>
8. Lender's satisfactory review and approval of all commercial leases, including, without limitation, parking agreements (if any), REAs and long-term leases. Borrower shall deliver estoppel certificates and SNDAs from each such tenant whose lease requires an SNDA, in form and substance acceptable to Lender, required by such lease.

<sup>17</sup> Parties to discuss which conditions Lender can pre-approve prior to execution of this Term Sheet (this is too open ended).

<sup>18</sup> Lender should sign off on this now prior to execution of the Term Sheet.

<sup>19</sup> Lender should sign off on this now prior to execution of the Term Sheet.

<sup>20</sup> Lender: what is timing on this?

<sup>21</sup> Lender should commence this process now.

<sup>22</sup> Lender should sign off on this now prior to execution of the Term Sheet.

<sup>23</sup> Lender should sign off on this now prior to execution of the Term Sheet.

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9. Receipt and approval by Lender of (i) title, (ii) property, (iii) rent loss/business interruption, (iv) builders risk, (v) workers compensation, (vi) terrorism, (vii) wind, (viii) flood, (ix) earthquake and (x) liability insurance as well as any other insurance deemed necessary by the Lender.<sup>24</sup>
10. Confirmation of all financial, legal and factual premises upon which the terms and conditions of the Loan are based.
11. The preparation, execution and delivery of loan documentation, opinions of Borrower's and Sponsor's counsel covering such matters as Lender may require, and all other contracts, instruments, addenda and documents deemed necessary by Lender to evidence the Loan and the Collateral (the "*Loan Documents*"), including a loan agreement, all satisfactory in form and substance to Lender.

~~Absence of (i) any change, occurrence, or development that could, in the opinion of the Lender, have a material adverse effect on the business condition (financial or otherwise), operation, or performance of the Borrower or the Sponsor; (ii) any material adverse change in or material disruption of conditions in the financial, banking or capital markets; (iii) any event, circumstance, or information or matter which in the Lender's judgment is inconsistent in a material adverse manner with any event, circumstance, or information or other matter disclosed to Lender by Sponsor prior to the date hereof; or (iv) any change which could reasonably be expected to have a materially adverse effect on the value or marketability of the Loan or any security derived in whole or in part there from.~~

12. Both prior to funding and throughout the term of the Loan, Borrower shall also deliver additional financial information regarding itself, the Sponsor, the guarantor, the Property and the tenants as is necessary from time to time to comply with the terms of Regulation A/B Requirements.
13. Receipt of all final approvals from Lender's credit committee.<sup>25</sup>
14. Lender's satisfactory review and approval of all pertinent Property financial information, including but not limited to monthly operating statements, rent rolls, budgets, letters of intent, tax bills, etc.<sup>26</sup>

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<sup>24</sup> Lender should sign off on this now prior to execution of the Term Sheet.

<sup>25</sup> Lender to advise process.

<sup>26</sup> Lender should sign off on this now prior to execution of the Term Sheet.





Document comparison by Workshare Professional on Tuesday, June 19, 2012 10:44:09 AM

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Description	Term Sheet for Refinancing v9 (Trump 6-19-12)
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