

Message

From: Adam Rosen [adam.rosen@trumporg.com]
Sent: 10/29/2020 3:01:24 PM
To: Gregory Candela [gregory.candela@db.com]
CC: Derek Young [derek.young@trumporg.com]
Subject: DB - Guarantor Compliance Certificates
Attachments: Trump Chicago - Guarantor Compliance Certificate (June 30, 2020).pdf; Trump Doral - Guarantor Compliance Certificate (June 30, 2020).pdf; Trump OPO - Guarantor Compliance Certificate (June 30, 2020).pdf

Gregory,

Attached please find the Compliance Certificates. As discussed, the two attachments marked with an "X" in Section 1 were previously delivered. Thanks.

T R U M P

THE TRUMP ORGANIZATION

Adam L. Rosen
Assistant General Counsel

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PX-518

Index No. 452564/2022 (AFE)

COMPLIANCE CERTIFICATE

[FOR TWELVE MONTH PERIOD ENDED JUNE 30, 2020]

DATE: October 28, 2020

LENDER: Deutsche Bank Trust Company Americas

GUARANTOR: Donald J. Trump

BORROWER: 401 North Wabash Venture LLC,
a Delaware limited liability company

This certificate is delivered under the Amended and Restated Guaranty (as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time, together with all attachments hereto, the "Guaranty"), dated as of June 2, 2014, and given by Guarantor to Lender as required under the Guaranty. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guaranty, as the case may be.

The undersigned Guarantor hereby certifies to Lender as of the date hereof that as of June 30, 2020 (the "Reporting Date"):

1. Financial Information. As applicable (please check applicable box below and insert the applicable date below):

- Attached hereto is Guarantor's Statement of Financial Condition as of June 30, 2020 (Section 11(A) of the Guaranty).
- Attached hereto is Guarantor's Schedule of Contingent Liabilities as of June 30, 2020 (Section 11(B) of the Guaranty).
- Attached hereto is Guarantor's Excess Revenue over Disbursement Schedule for the twelve (12)-month period ended June 30, 2020 (Section 11(C) of the Guaranty).

The foregoing presents fairly in all material respects the financial condition of Guarantor at the period presented. As agreed by Lender, and without prejudice to Lender's reliance on the certifications herein, Guarantor hereby certifies that Guarantor's Statement of Financial Condition as of June 30, 2020 shall be submitted to Lender no later than December 31, 2020.

2. Unencumbered Liquid Assets of Guarantor. In respect of Section 10(i) of the Guaranty, Guarantor's Unencumbered Liquid Assets at all times was, and as of the last day of the annual period ending on June 30, 2020 is not less than (x) \$50,000,000 times (y) the applicable Step-Down Percentage on the date hereof.

3. Debt. In respect of Section 10(ii) of the Guaranty, Guarantor's Debt does not exceed the requirements thereof.

4. Net Worth of Guarantor. In respect of Section 10(iii) of the Guaranty, to the best of Guarantor's current knowledge and information, and Guarantor currently not being aware of facts, circumstances or events that, individually or in the aggregate, establish the contrary conclusion, the "Net Worth" of Guarantor for the annual period ending on June 30, 2020, is not less than (x) 2,500,000,000 times

(y) the applicable Step-Down Percentage on the date hereof. As agreed by Lender, and without prejudice to Lender's reliance on the certifications herein, Guarantor makes this certification of Net Worth prior to the completion of Guarantor's Statement of Financial Condition as of June 30, 2020.

5. Guarantor knows of no Event of Default which would need to be disclosed pursuant to Section 11(i)(F) of the Guaranty that has occurred and is continuing, except as set forth below:

"None"

6. All of the representations and warranties made by Guarantor under Section 9(i)-(vi) and Section 9(ix)-(xxi) of the Guaranty remain true and correct in all material respects as of the date hereof, with the same force and effect as if made on and as of such date, except (i) as previously disclosed to Lender in writing, (ii) as to such representations and warranties which specifically relate to an earlier date, in which case they shall be true and correct in all material respects as of such date, or (iii) as set forth below:

"None"

IN WITNESS WHEREOF, Guarantor has executed this Compliance Certificate as of the date set forth above.

GUARANTOR:



Donald J. Trump by Eric Trump, as attorney in fact

COMPLIANCE CERTIFICATE

[FOR TWELVE MONTH PERIOD ENDED JUNE 30, 2020]

DATE: October 28, 2020

LENDER: Deutsche Bank Trust Company Americas

GUARANTOR: Donald J. Trump

BORROWER: Trump Endeavor 12 LLC,
a Delaware limited liability company

This certificate is delivered under the Guaranty (as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time, together with all attachments hereto, the “Guaranty”), dated as of June 11, 2012, and given by Guarantor to Lender as required under the Guaranty. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guaranty, as the case may be.

The undersigned Guarantor hereby certifies to Lender as of the date hereof that as of June 30, 2020 (the “Reporting Date”):

1. **Financial Information.** As applicable (please check applicable box below and insert the applicable date below):

- Attached hereto is Guarantor’s Statement of Financial Condition as of June 30, 2020 (Section 11(A) of the Guaranty).
- Attached hereto is Guarantor’s Schedule of Contingent Liabilities as of June 30, 2020 (Section 11(B) of the Guaranty).
- Attached hereto is Guarantor’s Excess Revenue over Disbursement Schedule for the twelve (12)-month period ended June 30, 2020 (Section 11(C) of the Guaranty).

The foregoing presents fairly in all material respects the financial condition of Guarantor at the period presented. As agreed by Lender, and without prejudice to Lender’s reliance on the certifications herein, Guarantor hereby certifies that Guarantor's Statement of Financial Condition as of June 30, 2020 shall be submitted to Lender no later than December 31, 2020.

2. **Intentionally Omitted.**

3. **Intentionally Omitted.**

4. **Net Worth of Guarantor.** In respect of Section 10(iii) of the Guaranty, to the best of Guarantor’s current knowledge and information, and Guarantor currently not being aware of facts, circumstances or events that, individually or in the aggregate, establish the contrary conclusion, the “Net Worth” of Guarantor for the period ending on June 30th, is not less than (x) Two Billion Five Hundred Million Dollars (\$2,500,000,000) times (y) the applicable Step-Down Percentage on the date hereof. As agreed by Lender, and without prejudice to Lender’s reliance on the certifications herein, Guarantor makes this certification of Net Worth prior to the completion of Guarantor's Statement of Financial Condition as of June 30, 2020.

5. Guarantor knows of no Event of Default which would need to be disclosed pursuant to Section 11(i)(F) of the Guaranty that has occurred and is continuing, except as set forth below:

“None”

6. All of the representations and warranties made by Guarantor under Section 9(i)-(vi) and Section 9(ix)-(xxi) of the Guaranty remain true and correct in all material respects as of the date hereof, with the same force and effect as if made on and as of such date, except (i) as previously disclosed to Lender in writing, (ii) as to such representations and warranties which specifically relate to an earlier date, in which case they shall be true and correct in all material respects as of such date, or (iii) as set forth below:

“None”

IN WITNESS WHEREOF, Guarantor has executed this Compliance Certificate as of the date set forth above.

GUARANTOR:



Donald J. Trump by Eric Trump, as attorney in fact

COMPLIANCE CERTIFICATE

[FOR TWELVE MONTH PERIOD ENDED JUNE 30, 2020]

DATE: October 28, 2020

LENDER: Deutsche Bank Trust Company Americas

GUARANTOR: Donald J. Trump

BORROWER: Trump Old Post Office, LLC,
a Delaware limited liability company

This certificate is delivered under the Guaranty (as same may be amended, supplemented, renewed, extended, replaced, or restated from time to time, together with all attachments hereto, the “Guaranty”), dated as of August 12, 2014, and given by Guarantor to Lender as required under the Guaranty. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Loan Agreement and the Guaranty, as the case may be.

The undersigned Guarantor hereby certifies to Lender as of the date hereof that as of June 30, 2020 (the “Reporting Date”):

1. **Financial Information.** As applicable (please check applicable box below and insert the applicable date below):

- Attached hereto is Guarantor’s Statement of Financial Condition as of June 30, 2020 (Section 11(A) of the Guaranty).
- Attached hereto is Guarantor’s Schedule of Contingent Liabilities as of June 30, 2020 (Section 11(B) of the Guaranty).
- Attached hereto is Guarantor’s Excess Revenue over Disbursement Schedule for the twelve (12)-month period ended June 30, 2020 (Section 11(C) of the Guaranty).

The foregoing presents fairly in all material respects the financial condition of Guarantor at the period presented. As agreed by Lender, and without prejudice to Lender’s reliance on the certifications herein, Guarantor hereby certifies that Guarantor’s Statement of Financial Condition as of June 30, 2020 shall be submitted to Lender no later than December 31, 2020.

2. **Intentionally Omitted.**

3. **Intentionally Omitted.**

4. **Net Worth of Guarantor.** In respect of Section 10(iii) of the Guaranty, to the best of Guarantor’s current knowledge and information, and Guarantor currently not being aware of facts, circumstances or events that, individually or in the aggregate, establish the contrary conclusion, the “Net Worth” of Guarantor for the period ending on June 30th is not less than Two Billion Five Hundred Million Dollars (\$2,500,000,000) on the date hereof. As agreed by Lender, and without prejudice to Lender’s reliance on the certifications herein, Guarantor makes this certification of Net Worth prior to the completion of Guarantor’s Statement of Financial Condition as of June 30, 2020.

5. Guarantor knows of no Event of Default which would need to be disclosed pursuant to Section 11(i)(F) of the Guaranty that has occurred and is continuing, except as set forth below:

“None”

6. All of the representations and warranties made by Guarantor under Section 9(i)-(vi) and Section 9(ix)-(xxi) of the Guaranty remain true and correct in all material respects as of the date hereof, with the same force and effect as if made on and as of such date, except (i) as previously disclosed to Lender in writing, (ii) as to such representations and warranties which specifically relate to an earlier date, in which case they shall be true and correct in all material respects as of such date, or (iii) as set forth below:

“None”

IN WITNESS WHEREOF, Guarantor has executed this Compliance Certificate as of the date set forth above.

GUARANTOR:

A handwritten signature in black ink, appearing to read 'Eric Trump', is written over a horizontal line.

Donald J. Trump by Eric Trump, as attorney in fact