

Message

From: Allen Weisselberg [/O=TRUMP ORG/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=WEISSELBERG]
Sent: 10/27/2010 7:31:04 PM
To: Eric Trump [etrump@trumporg.com]; Larry Glick [lglick@trumporg.com]; Michael Boccio [mboccio@trumporg.com]
Subject: FW: Emailing: Trump Org - Confidentiality Agreement -10-27-10
Attachments: Trump Org - Confidentiality Agreement -10-27-10.pdf
Importance: High

Confi received. F/S going to bank overnight.

-----Original Message-----

From: Elena Sita [mailto:elena.sita@fnbli.com]
Sent: Wednesday, October 27, 2010 1:25 PM
To: Allen Weisselberg
Subject: Emailing: Trump Org - Confidentiality Agreement -10-27-10
Importance: High

<<Trump Org - Confidentiality Agreement -10-27-10.pdf>>
Allen - please confirm receipt of the attached Confidentiality Agreement
- thank you, Elena Sita

The message is ready to be sent with the following file or link attachments:

Trump Org - Confidentiality Agreement -10-27-10

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

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PX-1265

Index No. 452564/2022 (AFE)



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TTO_03094925

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “**Agreement**”) is made the ___ day of October, 2010, by THE FIRST NATIONAL BANK OF LONG ISLAND, having an address at 10 Glen Head Road, Glen Head, Long Island 11545 (“**Recipient**”) and TRUMP ACQUISITION, LLC, a Delaware limited liability company having an address at 725 Fifth Avenue, New York, NY 10022 (“**Trump**”, collectively with its affiliates “**Disclosing Party**”, and collectively with Recipient, the “**Parties**”, and each a “**Party**”).

WHEREAS, before, on and/or after the date hereof, Disclosing Party may furnish Recipient with (or cause Recipient to be furnished with) certain documents and information prepared by or for or belonging to Disclosing Party (including without limitation a statement of financial condition of Donald J. Trump as of June 30, 2010 and/or other financial documents and information) (all of the foregoing together with this Agreement and its contents, collectively, the “**Confidential Information**”); and

WHEREAS, the Disclosing Party has agreed to make the Confidential Information available to Recipient, provided that Recipient treats the Confidential Information in accordance with the terms and conditions provided for in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

1. CONFIDENTIALITY. Recipient agrees to treat and handle confidentially, and not reveal to third-parties, except as expressly permitted herein, the Confidential Information and any other Confidential Information which it obtains from Disclosing Party, whether furnished before, during or after the date of this Agreement, and whether in oral, written, electronic or any other form. In addition, Recipient shall treat as confidential any discussions concerning the Purpose (as defined below) (such discussions the “**Discussions**”) (including the fact that the Discussions may, have, will or are being held, and the subject matter and content thereof), to the same extent as Recipient is obligated hereunder to treat as confidential the Confidential Information. The Confidential Information does not include Confidential Information which (i) becomes generally available to the public, other than as a result of a disclosure by the Recipient or its agents or; (ii) becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party or its agents, provided that such source is not bound by a confidentiality agreement with Disclosing Party or; (iii) is required to be disclosed by reason of the operation of law.

2. NO DETRIMENTAL USE. The Recipient agrees that the Confidential Information will not be used by the Recipient in any way detrimental to Disclosing Party, and that such Confidential Information will be kept confidential by the Recipient; provided, however, that (a) any of the Confidential Information may be disclosed only to a Representative (as defined herein) of the Recipient who expressly needs to know such Confidential Information in

The First National Bank of Long Island

10 Glen Head Road, PO Box 67, Glen Head, New York 11545-0067

(516) 671-4900

www.fnbli.com

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or its Representatives, which are based upon the Confidential Information, and will acknowledge such destruction in writing to Disclosing Party.

7. INJUNCTIVE RELIEF. The Recipient acknowledges that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by the Recipient of the terms of this Agreement, Disclosing Party shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Disclosing Party from pursuing any other remedies available to Disclosing Party for such breach or threatened breach, including the recovery of damages from the Recipient. The Recipient further represents that it understands and agrees that the provisions of this Agreement shall be strictly enforced and construed against it.

8. NONWAIVER. It is further agreed that no failure or delay by Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. CONSTRUCTION. This Agreement shall be governed by the laws of the State of New York applicable to contracts made or to be performed in New York, without regard to the conflicts of law principles thereof. All parties consent to the sole and exclusive personal jurisdiction and venue in the Federal and State courts in the City and County of New York, New York, and agree that all disputes or litigation regarding this Agreement shall be submitted to and determined by one of said courts.

10. JOINT AND SEVERALLY LIABILITY. In the event that this Agreement is executed by more than one (1) person or entity as Recipient, then each such person or entity shall be jointly and severally liable to Disclosing Party for the performance or failure of performance of any term, covenant, agreement, warranty or representation of Recipient hereunder.

11. REPRESENTATIONS AND WARRANTIES. Recipient represents and warrants for itself that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby:

- a. are within its corporate, limited liability company or equivalent powers; and
- b. have been duly authorized by all necessary corporate, limited liability company or equivalent action; and
- c. constitute a valid and binding agreement, enforceable against it in accordance with its terms.

12. MISCELLANEOUS.

a. This Agreement contains the entire agreement obligating Recipient in favor of Trump concerning the confidentiality of the Information, and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon the



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order to perform its services to Recipient (it being understood and agreed that such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and shall be directed by the Recipient to treat such information confidentially); and (b) any disclosure of the Confidential Information may otherwise be made, provided Disclosing Party, prior to any such disclosure, consents in writing. The Recipient agrees that it will make use of the Confidential Information only for the purpose of evaluating the possibility of the provision by Recipient of financing to Disclosing Party or its direct or indirect affiliate in connection with the acquisition of a certain golf property, and will not use the Confidential Information for the purpose of competing with Disclosing Party or otherwise for Recipient's benefit at any time in the future. The Recipient agrees that it will not knowingly permit or facilitate such use by any other person or entity without the prior written consent of Disclosing Party.

3. REPRESENTATIVE. For purposes of this Agreement, a "**Representative**" means only an officer or employee of the Recipient, who, in the good faith judgment of the Recipient needs to have access to some or all of the Confidential Information for the furtherance of the Purpose. In the event that the Recipient elects to disclose, in good faith, any of the Confidential Information to a Representative, Recipient shall direct such Representative not to disclose such Confidential Information (except to the extent and in a manner that Recipient is permitted to disclose Confidential Information), and any prohibited disclosure by such Representative shall be deemed a breach by Recipient of this Agreement.

4. DISCLOSURES REQUIRED BY LAW. In the event that the Recipient is required by law to disclose any of the Confidential Information, the Recipient will, to the extent lawful, provide Disclosing Party with prompt prior notice of such requirement so that Disclosing Party may seek an appropriate protective order and/or waive compliance with such provisions of this Agreement, in Disclosing Party's discretion. Recipient shall instruct each of its Representatives to promptly notify Disclosing Party, to the extent lawful, in the event the Representative is required by law to disclose any confidential information.

5. NO REPRESENTATION OR WARRANTY. Although Disclosing Party will endeavor to make sure that the Confidential Information is reliable, the Recipient understands and agrees that Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. The Recipient agrees that neither Disclosing Party nor it or its affiliates' respective agents, members, shareholders, officers or employees shall have any liability hereunder to the Recipient or any of its Representatives resulting from the use of the Confidential Information by the Recipient or such Representatives.

6. RETURN OF MATERIALS. At the request of Disclosing Party, the Recipient shall promptly return to Disclosing Party all written material containing or reflecting any Confidential Information, including all copies thereof, whether physically or electronically recorded, and whether prepared by Disclosing Party or otherwise. In addition, the Recipient and its Representatives will not retain any copies, extracts or other reproductions, whether physical, electronic or otherwise, in whole or in part, of the Confidential Information. The Recipient shall thereafter destroy all documents, memoranda, notes or other writings prepared by the Recipient,



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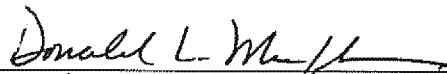
parties, unless approved in writing by each of the parties hereto. This Agreement shall be binding upon Recipient and inure solely to the benefit of Trump, and nothing herein, express or implied, is intended to or shall confer upon any other person (other than the foregoing parties) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Any assignment of this Agreement by either party without the prior written consent of the other party shall be void. Nothing contained herein shall constitute a waiver of any of Trump's rights or remedies at law or in equity, all of which Trump expressly reserves.

b. This Agreement has been drafted by Trump as a convenience to the Parties only and shall not, by reason of such action, be construed against Trump. Each Party acknowledges and agrees that it has had full opportunity to review this Agreement and has had access to counsel of its choice to the extent deemed necessary by such Party in order to interpret its legal effect; and the Parties acknowledge and agree that (i) each Party is a sophisticated party with significant experience in the matters contemplated by this Agreement, and (ii) each Party has had the opportunity to consult with and be advised by counsel in all applicable jurisdictions and has had the opportunity to make whatever investigation or inquiry each may have deemed necessary or desirable in connection with the subject matter of this Agreement prior to its execution. Each Party waives any claims that may be available at law or in equity to the effect that they did not have the opportunity to so consult with counsel.

c. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and same instrument and any of the Parties may execute this Agreement by signing such counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or .pdf, .jpeg, .TIFF, or other electronic format or electronic mail attachment shall be effective as delivery of an original executed counterparty hereof.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement the day and year first written above.

RECIPIENT:
THE FIRST NATIONAL BANK OF LONG ISLAND


By: DONALD L. MANFREDONIA
Its: E.V.P.

TRUMP:
TRUMP ACQUISITION, LLC

By: _____
Its: _____