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CEASE & DESIST DEMAND;
DEMAND FOR REPAYMENT

July 18, 2016

VIA FEDEX AND CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Mr. Tony Schwartz


Re: Your Defamatory Statements

Dear Mr. Schwartz:

I am Executive Vice President and Chief Legal Officer of The Trump Organization. It has been brought to my attention that you have recently made a series of statements regarding my client, Donald J. Trump, and his 1987 book, *The Art of the Deal* (the "Book"). Given the totally baseless and shocking nature of your statements, I want to take this opportunity to remind you of some simple facts that you appear to have forgotten, or that you find convenient to ignore.

Pursuant to an Agreement between you and Mr. Trump dated as of September 15, 1986 (the "Agreement"), Mr. Trump hired you to provide certain services in connection with the preparation of the Book. Although it has long-suited you to dramatically overstate your work on the Book in order to further your own career, (for example, telling George Stephanopoulos on *Good Morning America* that, "I wrote every word of [the Book], Donald Trump made a few red marks when I handed him the manuscript, but that was it."), let me set the record straight about the origin of the Book: Mr. Trump was the source of all of the material in the Book and the inspiration for every word in the Book. You would not have had access to any of the information that appeared in the Book without Mr. Trump. He was the mastermind behind the deals described in the Book, and he provided you with the facts and facets of each of these deals in order for you to write them down. What's more, Mr. Trump is wholly responsible for the great success of the Book, not you. It was his ingenuity that made the deals described in the Book happen, and it was his promotion of the Book that made it a runaway success.

Now you have claimed, in an appearance on *Good Morning America* this morning, that "I suspect there are quite a number of things that were false [in the Book]," and that the Book is "full

of falsehoods.” You have made these statements in spite of the fact that you had an obligation in the Agreement to make sure the Book was accurate at all times.

Lest your memory continue to fail you, let me liberate you from the notion that you were somehow prohibited from expressing your concerns about potential inaccuracies in the Book prior to its publication. The Agreement makes it clear that you had the right to make changes and modifications to the Book that you deemed necessary for accuracy. Furthermore, pursuant to an Agreement between Random House, Inc. (the “Publisher”), you and Mr. Trump dated as of December 31, 1985, the Publisher agreed that it would not make any changes in the manuscript of the Book without the consent of both you and Mr. Trump. You had a duty to make sure the Book was accurate, and you had every right to intervene in the publishing process to ensure that your duty was fulfilled and that you were satisfied with the Book’s accuracy.

There is another fact that I wish to remind you of as you continue to attempt to rewrite history: a year after the Book’s publication you had not decided that it contained “falsehoods” or that you regretted your role in its creation. In fact, just the opposite is true, you pleaded for more opportunities to enrich yourself through a relationship with Mr. Trump. In 1988 you wrote the following to Mr. Trump: “Our partnership has been a success in every respect. Together, we’ve created one of the most successful books ever published, and managed to remain on remarkably good terms throughout. I very much want for that to continue, in part because I hope we’ll be able to work together again, on other projects.” In spite of the fact that over the past 28 years you have pleaded with Mr. Trump for him to provide you with more work, Mr. Trump never hired you again because he had better alternatives available to him. Years have passed since the Book was published and Mr. Trump has written many additional best sellers, but your name does not appear on any of them. Your defamatory statements are the sour grapes of a man who always wanted to do more with Mr. Trump but was replaced with other writers.

Even still, you have made a great deal of money from the sales of the Book and you have been all too happy with the results. Your donation of the royalties you are to receive in 2016, a tiny drop in the bucket of all the money you have made, is nothing more than a transparent public relations ploy. You are attempting to influence the public with your defamatory statements. Presumably it would shock the public to learn that just two months ago, and as long as 11 months after Mr. Trump declared his candidacy for President, you signed a new agreement with Mr. Trump that will provide you with royalty payments in connection with an audio version of the Book. You were comfortable and eager to sign this new agreement with Mr. Trump in May, and yet just two months later and as the Republican National Convention is set to begin, you have decided that the Book is “full of falsehoods.” My head is spinning from your rapid about-face. Your disloyalty to Mr. Trump, after you have spent years collecting royalty payments generated by his inspiration and his hard work, is disappointing and unacceptable. It is incomprehensible to think that, on the one hand, you have apparently been harboring such ill-will towards Mr. Trump and that you consider his candidacy so “terrifying” and yet, on the other hand, you have been accepting significant royalties over the years, you were thrilled with your successful partnership in every respect, you have been pleading with him for business for years and that, just recently, you eagerly signed a new deal entitling you to additional revenue from the Book.

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To summarize, the Agreement between you and Mr. Trump expressly required you to be accurate in the completion of your duties and the Publisher gave you express consent over the manuscript to ensure its accuracy. If you had any reservations, you had the right to stop publication of the Book until those concerns were addressed. But you expressed no such reservations at any time. Instead, the Book was published, it skyrocketed to the top of the best seller list and you rode Mr. Trump's fame to achieve newfound wealth for yourself, and you continue to cultivate additional royalty payments with a new audio distribution deal for the Book that you eagerly signed two months ago. Now, with Mr. Trump poised to accept the Republican Party's nomination for President of the United States later this week, you have chosen to air your sour grapes and bitterness in public in a mud-slinging attempt to promote your own personal ideology, which is the exact opposite of Mr. Trump's, by attempting to discredit the Book and, with it, Mr. Trump. Simply stated, your statements are not only completely disingenuous, but replete with outright lies, false and destructive statements and downright fabrications which you fully know to be untrue, thereby exposing you to liability for damages and other tortious harm.

Rest assured, however, I will not sit idly by and allow you to purposely mislead the American people or to defame Mr. Trump and cause damage to his reputation by intentionally disseminating defamatory statements you fully know to be untrue. Toward that end, I demand that you deliver to me (i) a certified check made payable to Mr. Trump representing a full return of (x) all royalty payments that have been made to you since the publication of the Book together with (y) the portion of the advance that you received in connection with the Book, (ii) a written statement retracting your defamatory statements and (iii) written assurances that you will not generate or disseminate any misleading or inaccurate information or make any baseless accusations with respect to Mr. Trump or the Book at any point in the future. This letter is submitted without prejudice to Mr. Trump's rights and remedies under the Agreement and otherwise, whether at law or in equity, all of which are expressly reserved.

Please be guided accordingly.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. Greenblatt", with a stylized flourish at the end.

Jason D. Greenblatt