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August 13, 2018

VIA E-MAIL & FEDEX

Ms. Carolyn Kroll Reidy
President and Chief Executive Officer
Simon & Schuster, Inc.
1230 Avenue of the Americas
New York, NY 10020
Carolyn.Reidy@simonandschuster.com

VIA E-MAIL & FEDEX

Ms. Aimée Bell
Vice President and Editorial Director
Gallery Books
Aimee.Bell@simonandschuster.com

VIA E-MAIL & FEDEX

Ms. Jennifer Bergstrom
Senior Vice President and Publisher
Gallery Books
Jennifer.Bergstrom@simonandschuster.com

VIA E-MAIL & FEDEX

Ms. Lauren McKenna
Executive Editor
Gallery Books
LaurenMcKenna@simonandschuster.com

Re: *Unhinged: An Insider's Account of the Trump White House*

Dear Ms. Reidy, Ms. Bergstrom, Ms. Bell and Ms. McKenna:

This law firm is litigation counsel for Donald J. Trump for President, Inc. (the "Company"). We write in connection with your upcoming book entitled *Unhinged: An Insider's Account of the Trump White House* by Omarosa Manigault-Newman (the "Book"). Excerpts from the Book, which contain confidential information and disparaging statements, have been published on the internet at numerous websites including:

1. <https://www.thedailybeast.com/omarosa-book-excerpt-trump-has-mental-decline-that-could-not-be-denied>
2. https://www.washingtonpost.com/politics/2018/08/13/why-omarosas-comments-about-trump-race-will-have-little-impact/?utm_term=.b87de7ab8aab
3. <https://www.theguardian.com/us-news/2018/aug/10/omarosa-trump-book-the-apprentice-memoir>
4. <https://www.cnn.com/2018/08/11/politics/omarosa-tell-all-white-house/index.html>

The Book, including the excerpts referenced above, which you have publicized as a "stunning tell-all and takedown," violates several provisions of Ms. Manigault-Newman's written agreement with the Company (the "Agreement"). A copy of the Agreement is enclosed with this letter.

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The Agreement **prohibits Ms. Manigault-Newman from disclosing Confidential Information**, by providing, in pertinent part:

1. No Disclosure of Confidential Information. During the term of your service and at all times thereafter you hereby promise and agree:

a. not to disclose, disseminate or publish, or cause to be disclosed, disseminated or published, any Confidential Information;

b. not to assist others in obtaining, disclosing, disseminating, or publishing Confidential Information;

c. not to use any Confidential Information in any way detrimental to the Company, Mr. Trump, any Family Member, any Trump Company or any Family Member Company;

d. not to save, store or memorialize any Confidential Information (including, without limitation, incorporating it into any storage device, server, Internet site or retrieval system, whether electronic, cloud based, mechanical or otherwise)...

“Confidential Information” is defined in the Agreement, in part, as “all information (whether or not embodied in any media) of a private, proprietary or confidential nature or that Mr. Trump insists remain private or confidential, including, but not limited to, any information with respect to the personal life, **political affairs**, and/or business affairs of Mr. Trump or of any Family Member, including but not limited to, ...meetings, conversations, notes, and other communications of Mr. Trump, any Family Member, any Trump Company or any Family Member Company. Agreement, ¶ 6.a. (emphasis added).

Paragraph 2 of the Agreement **prohibits Ms. Manigault-Newman from disparaging the Company or any of the Trump Persons as identified in the Agreement**, as follows:

2. No Disparagement. During the term of your service and at all times thereafter you hereby promise and agree not to demean or disparage publicly the Company, Mr. Trump, any Family Member, any Trump Company or any Family Member Company or any asset any of the foregoing own, or product or service any of the

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foregoing offer, in each case by or in any of the Restricted Means and Contexts and to prevent your employees from doing so.¹

Now that you are aware of these contractual provisions, and Ms. Manigault-Newman's breaches thereof, the Company will have claims against you, and all persons working in concert with you, should you proceed with publishing and selling the Book. Such claims would include, among others, tortious interference with the Agreement, and inducement of Ms. Manigault-Newman to breach the Agreement. Accordingly, the Company reserves the right to bring these and other claims against you, for which you would have joint and several liability with Ms. Manigault-Newman, for substantial monetary damages and punitive damages.

Moreover, you are now on notice of the foregoing claims and therefore you are under a legal duty to affirmatively preserve, and not delete, destroy, hide or misplace, all documents, communications and materials of all types, in both physical and electronic form, that refer to or relate to in any way to the Book, and any or all of its contents.

Should you have any questions regarding the foregoing, please do not hesitate to contact the undersigned.

This letter is not intended as a full or complete statement of all relevant facts or applicable law, and nothing herein is intended as, nor should it be deemed to constitute, a waiver or relinquishment of any of my client's rights, remedies, claims or causes of action, all of which are hereby expressly reserved. Furthermore, since the Book has yet to be released, my client reserves the right to supplement this letter and/or identify additional statements in violation of the Agreement.

Very truly yours,



CHARLES J. HARDER Of
HARDER LLP

Encl.
cc: Client Representatives

¹ "Restricted Means and Contexts" is defined in the Agreement as "(i) ...any means of expression, including but not limited to verbal, written, or visual, (ii) whether or not preserved in any medium now known or hereafter discovered or invented, including but not limited to audio recording of any type, written text, drawing, photograph, film, video, or electronic device, (iii) in any manner or form, including but not limited to any book, article, memoir, diary, letter, essay, speech, interview, panel or roundtable discussion, image, drawing, cartoon, radio broadcast, television broadcast, video, movie, theatrical production, Internet website, e-mail, Twitter tweet, Facebook page, or otherwise, even if fictionalized, (iv) in any language, or (v) in any country or other jurisdiction." Agreement, ¶ 1.