

IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA
CIVIL DIVISION

TRUMP MEDIA & TECHNOLOGY
GROUP CORP.,

Plaintiff,

v.

CASE NO.:

UNITED ATLANTIC VENTURES LLC,
WESLEY MOSS, ANDREW LITINSKY,
and PATRICK ORLANDO,

Defendants.

COMPLAINT

Plaintiff Trump Media & Technology Group Corp. (“TMTG” or the “Company”) hereby sues Defendants United Atlantic Ventures LLC (“UAV”), Wesley Moss, Andrew Litinsky, and Patrick Orlando and alleges as follows:

Nature of the Action

1. TMTG has been forced to file this action to remedy the harm inflicted upon it by two faithless fiduciaries and a company they own—Wesley Moss, Andrew Litinsky, and UAV—and to halt their ongoing attempts to do even more damage. TMTG operates what is now, notwithstanding Defendants’ misconduct, a highly successful social media platform called Truth Social. Moss and Litinsky were the initial *de facto* directors of the Company also responsible for its day-to-day operations, and their charge was straightforward: establish the Company’s governance structure established, launch the social media platform, and find a publicly traded merger partner so TMTG could gain

access to the capital necessary to pursue its business plans. Moss and Litinsky had ample incentive to succeed: Through UAV, they received 8.6 million shares in the Company. They would profit handsomely in any merger.

2. Yet, Moss and Litinsky failed spectacularly at every turn. They failed to get the corporate governance established. They made a series of reckless and wasteful decisions at a critical time that caused significant damage to TMTG and a decline in the stock price of its merger partner. Only after 2022, when a new CEO and a duly constituted Board of Directors was put in place to manage the Company with due care and in good faith, was the Company able to remedy Moss's and Litinsky's mismanagement and place Truth Social on a solid footing.

3. The merger plans went even worse. Moss and Litinsky found a partner in Defendant Patrick Orlando, the Chief Executive Officer of Benessere Capital Acquisition Corp. ("Benessere"), which had gone public in January 2021. But Benessere was hardly the best merger candidate because several of its officers and directors did not want a deal with TMTG. As the United States Securities and Exchange Commission ("SEC") later found, Orlando had a "Plan B" merger candidate waiting in the wings, but it could not then target TMTG as a merger partner before its initial public offering. Moss and Litinsky clearly understood if Orlando was pursuing Plan B, it would pose significant risks to any merger where he was on the other side yet they chose to work with Orlando and Benessere anyway. The result was a quagmire: Once a merger with a second Orlando SPAC—Digital World Acquisition Corp. ("DWAC")—was announced, the SEC investigated, which caused

the merger to be put on ice for over a year and a half, leading to huge legal and other expenses and substantially delaying the Company's ability to execute on its growth plans.

4. Understandably, Moss and Litinsky could not stay on with the Company. So, they decided to retaliate. On the eve of the shareholder vote on TMTG's merger with DWAC, they began ceaseless attempts to thwart the deal. First, Moss and Litinsky caused UAV to demand that they be permitted to appoint two members to the Company's board, asserting rights under a purported contract that Moss and Litinsky know full well is unenforceable. Second, they commenced litigation in Delaware asserting that the Company was violating certain rights they have as shareholders—independent of any contract—not to have their share ownership diluted (*i.e.*, reduced by the issuance of additional shares). And third, when that failed to stop the merger, they started asserting rights to elect directors again.

5. The closing of TMTG's merger with DWAC is imminent, with billions of dollars on the line. TMTG has already been substantially harmed by Litinsky and Moss's disregard—aided by Orlando—of their fiduciary duties as officers and directors of the Company. And it needs protection from repeated and ceaseless opportunistic attempts by Litinsky, Moss, and UAV to disrupt the Company and the imminent closing of its merger with DWAC. Accordingly, TMTG brings this action to obtain (1) a declaration that UAV has no contractual rights to appoint members of TMTG's Board of Directors or to own shares in the Company; (2) restitution of the shares issued to UAV (or their value) that UAV failed to earn; (3) damages for Moss and Litinsky's breaches of fiduciary duty in their

management of the Company and for Orlando's active involvement and participation in those breaches.

Parties, Jurisdiction, and Venue

6. Plaintiff Trump Media & Technology Group Corporation ("TMTG") is a Delaware corporation with its principal place of business located at 401 N. Cattlemen Rd., Ste. 200, Sarasota, FL 34232.

7. Defendant UAV is a Delaware limited liability company whose members include a Florida resident and a Georgia resident.

8. Defendant Wesley Moss is a resident of the State of Georgia and a Certified Financial Planner.

9. Defendant Andrew Litinsky is a resident of the State of Florida.

10. Defendant Patrick Orlando is a resident of the State of Florida.

11. This Court has jurisdiction over the subject matter of this action because the amount in controversy exceeds \$50,000, exclusive of interest, court costs, and attorney's fees, and because this Court has jurisdiction to hear declaratory judgment actions pursuant to § 86.011, Fla. Stat.

12. This Court has personal jurisdiction over Defendants under Florida's long-arm statute, Fla. Stat. § 48.193, because Defendants have engaged in business in this State by working for, transacting business with, and asserting purported rights with respect to a corporation with its principal place of business in this State, and because Defendants have committed tortious acts within this State.

13. Venue is proper in Sarasota County, Florida, pursuant to Fla. Stat. § 47.051, because the subject matter of the dispute directly affects a corporation with its principal place of business and its headquarters of operations in Sarasota County, Florida, and because the causes of action accrued in Sarasota County when Defendants caused damage to a corporation headquartered in Sarasota County, Florida, by, among other things, asserting purported rights in the governance of that corporation and sending communications into Sarasota County.

Relevant Factual Background

TMTG's Formation and the Services Agreement

14. On January 20, 2021, Donald J. Trump returned to private life after serving as President of the United States. Having been deplatformed earlier that month, President Trump decided to work with Moss and Litinsky on a social media platform that would become a safe harbor for free expression amid censorship by other social media companies. That platform would become Truth Social.

15. This was a phenomenal opportunity for Moss and Litinsky. Before then, the two men were former contestants on President Trump's famous television show, *The Apprentice*. Without President Trump, Truth Social would have been impossible: President Trump's national brand and the access to capital his business empire provided were the essential elements enabling the Company to be created. While riding President Trump's coattails, Moss and Litinsky had a straightforward set of responsibilities.

16. All Moss and Litinsky needed to do was diligently, faithfully, and loyally execute on a short-term plan: Get TMTG's corporate governance established, get Truth

Social ready to launch, and find a suitable special purpose acquisition company (a “SPAC”) to take the new company public and access capital to advance TMTG’s business plan. A SPAC is a publicly traded company with no underlying business operations that buys an operating company (here, TMTG, which owned Truth Social). The idea was to get Truth Social functioning as a company that could merge with a SPAC as soon as possible.

17. To facilitate their participation, Moss and Litinsky formed UAV on January 26, 2021. Then, on February 2, 2021, President Trump, UAV, and another recently formed entity called Trump Media, LLC executed a Services Agreement (the “Services Agreement”), a true and correct copy of which is attached as Exhibit A. Although President Trump and UAV were parties to the Services Agreement, the Company itself was not.

18. Under the Services Agreement, UAV—through Moss and Litinsky—would incorporate the Company, establish its corporate governance, execute a plan to get Truth Social operating, and work toward a near-term merger between the Company and a SPAC. The Services Agreement represented the parties’ relative roles in the Company: UAV was to receive 8.6 million shares of the Company’s stock. President Trump was to receive 90 million shares. Bradford Cohen, also a former *Apprentice* contestant and criminal defense lawyer who purportedly represented President Trump with respect to the Services Agreement, was to receive 1.4 million shares.

19. The Company was incorporated on February 8, 2021. Initially, it was named Trump Media Group Corp. It was later renamed Trump Media & Technology Group Corp.

20. As described in further detail below, UAV has recently claimed that under the Services Agreement, it is entitled to 8.6% of the Company’s total stock, free of dilution

caused by issuance of new shares. That claim is baseless. Although the Services Agreement—to which the Company is not a party—states that UAV was responsible for ensuring that the Company adopt corporate documents that contain provisions regarding dilution, UAV failed to do so. The Company’s corporate documents do not contain any such provisions.

21. Recently, UAV has also claimed that under the Services Agreement, it was entitled to appoint two directors to the Company’s board of directors. That claim, too, is baseless. Although the Services Agreement—to which the Company is not a party—provided that UAV was responsible for ensuring that the Company adopt corporate documents that contain provisions effectuating UAV’s alleged right, none of the Company’s corporate documents acknowledge any right to appoint two directors, either.

***President Trump Declares the Services Agreement Void;
UAV, Moss, and Litinsky Acquiesce***

22. After being formed, the Company never adopted, affirmed, or ratified the Services Agreement or the rights that UAV has recently claimed under it. Further still, UAV, Moss, and Litinsky themselves have conceded, through their own conduct, that the Services Agreement does not impose the obligations on the Company they assert.

23. Indeed, after incorporating TMTG, UAV seemingly failed to do anything to establish the Company’s corporate governance structure. Although the Services Agreement under which UAV now claims rights required it to hold an organizational meeting for the Company, arrange for the election of an initial board of directors for the company, and to

take the steps necessary to properly establish a Delaware corporation (including, among other things, the drafting of corporate by-laws).¹

24. Moreover, beginning in July 2021, President Trump’s representatives at the Trump Organization began raising concerns that the Services Agreement (i) did not reflect the terms President Trump, Trump Media, LLC, and UAV understood that they were agreeing to, (ii) purported to convey rights that none of the parties controlled, and (iii) imposed obligations that could be understood to require the violations of various laws and regulations.

25. Accordingly, on July 30, 2021, Eric Trump, acting on behalf of President Trump, notified UAV in writing that President Trump deemed the Services Agreement void *ab initio*, as though it had never been executed, and to be without any force or effect whatsoever. Because it was void, President Trump disclaimed any obligations to UAV under the Services Agreement.

26. UAV acquiesced in President Trump’s determination that the Services Agreement was void. It did not assert any rights under the Services Agreement against President Trump (or any other party to the Services Agreement), and instead attempted to negotiate the terms of a new services agreement. However, the parties never reached any such agreement and thus never entered into a new services agreement.

¹ TMTG learned of a document purporting to be a “Unanimous Written Consent” dated June 4, 2021 that claimed to accomplish some of corporate governance items. Among other anomalies, the document was signed on behalf of Trump Media LLC, which is not and has never been a shareholder of TMTG and was *not* signed by President Trump as TMTG’s majority shareholder.

27. Instead, effective September 23, 2021, TMTG entered into a License, Likeness, Exclusivity and Restrictive Covenant Agreement (the “License Agreement”) with President Trump and DTTM Operations, LLC. The terms of this License Agreement were fundamentally narrower in scope than, different from, and inconsistent with the Services Agreement that President Trump had declared void. Nonetheless, Moss and Litinsky executed the License Agreement on behalf of the Company.

28. Upon information and belief, Moss and Litinsky improperly tried to use the License Agreement to benefit UAV at the expense of the Company by causing it to include a short provision in which the “existence” of the Services Agreement was “acknowledged.” They also caused it to include a provision purportedly calling for the reimbursement of UAV legal fees post-merger, even though UAV was not a party to the agreement. This was self-serving and adverse to the interests of the Company, which had never been a party to the void Services Agreement; which had never adopted, affirmed, or ratified the void Services Agreement; and which had no obligations under the void Services Agreement.

29. In fact, none of the actual parties to the License Agreement agreed to any recognition of that void agreement. President Trump specifically limited his assent to the Licensing Agreement solely to the grant of a license and certain commercial commitments, not to this “acknowledgment.” UAV was not a party to the License Agreement, which specifically disclaimed any intent to benefit any third-party. And the License Agreement was later amended to, among other things, remove the self-serving provision that, upon information and belief, Moss and Litinsky caused to be included in the original.

30. Further demonstrating their acquiescence in President Trump's determination that the Services Agreement was void, Moss and Litinsky caused the Company's Board of Directors, of which they were *de facto* members, to adopt a series of resolutions on October 13, 2021—just weeks after the License Agreement was executed. Although those resolutions acknowledged the share ownership of President Trump and UAV, none of the resolutions adopted on October 13, 2021—or at any other time—purported to extend to UAV the rights they have since claimed under the Services Agreement.

***Moss and Litinsky Cause a Merger to be Delayed,
Damaging the Company in the Process***

31. Upon the Company's incorporation on February 8, 2021, Moss and Litinsky became *de facto* officers and directors of the Company, acting on its behalf with respect to the Company's day-to-day operations and making decisions of corporate policy.

32. Moss and Litinsky began searching for a SPAC with which the Company could merge. In February 2021, they approached Orlando, who was the Chief Executive Officer of Benessere, about a potential combination. Orlando wanted a deal but ran into problems because one of Benessere's officers and two of its directors were opposed to it.

33. The SEC subsequently found that Orlando had formulated a "Plan B": He would attempt to use another SPAC and cause that SPAC to conclude a merger transaction with the Company. And at the same time, he would continue pursuing a merger with the Company on behalf of Benessere.

34. Obviously, Orlando was placing himself in a serious conflict of interest, purporting to pursue a transaction on behalf of two SPACs. In addition, under applicable securities regulations, SPACs are not permitted to have predetermined merger targets. *See* 17 C.F.R. 230.417. Thus, Orlando’s “Plan B” exposed any transaction to legal jeopardy.

35. Litinsky’s wrote about an April 14, 2021 meeting with Orlando in which Orlando suggested “Plan B.” He wrote that it was the “roughest day so far, meet in board room in coconut grove – Patrick says BENE coo freaked out – he is 28 – his dad won’t let him do the deal – plus 2 directors already replaced – Patrick pitches [h]is plan b. ***I get scared, is he wearing a wire?***”

36. Yet, Moss and Litinsky continued doing business with Orlando as he led negotiations on behalf of Benessere and allegedly formulated Plan B.

37. In addition to Benessere, Orlando also led DWAC. Of the two, DWAC was plainly the superior merger partner. Benessere was internally divided. And DWAC was expected to have a larger initial public offering, meaning that there would be more capital for TMTG to pursue its business plans if a merger was successful. But under SEC rules governing SPACs, DWAC couldn’t have a merger partner determined before its IPO. So, Orlando kept up discussions with Moss and Litinsky—including causing TMTG to execute a letter of intent. DWAC’s initial public offering was on September 8, 2021.

38. After DWAC’s public offering was concluded, on September 22, 2021, the Benessere letter of intent was terminated by way of a letter from TMTG. The letter was dated to be effective as of September 1, 2021.

39. After DWAC's initial public offering, Orlando could openly pursue a merger between DWAC and TMTG. The Company decided to proceed with a merger with DWAC. On October 20, 2021, TMTG and DWAC issued a joint press release announcing that they had entered into a merger agreement under which TMTG would become a wholly owned subsidiary of a public company created through the merger agreement.

40. Shortly thereafter, the legal consequences of Orlando's conduct came crashing down on DWAC and TMTG. The SEC and the United States Department of Justice began investigations concerning the DWAC-TMTG merger. TMTG and DWAC had to incur significant legal and other expenses in connection with the investigation.

41. Furthermore, the investigation substantially delayed the merger, delaying TMTG's access to the capital the merger would provide and its ability to timely pursue its business plans. In addition, the costs of the investigation reduced the capital TMTG expects eventually to receive. For the merger to be completed, the SEC had to review and approve a Registration Statement on Form S-4 concerning the transaction filed by DWAC. On June 21, 2022, the SEC's Division of Corporate Finance informed DWAC that it had put its review of the Registration Statement on hold given the SEC's ongoing investigation. The result was that the merger was frozen and could not be completed until the investigation was resolved.

UAV Acknowledges That The Services Agreement Is Inoperative, Then Raises Concerns About It, Then Abandons Those Concerns

42. In late 2021, the Company announced the hiring of former Congressman Devin Nunes to serve as its CEO, with Mr. Nunes to begin in that role in January 2022. In

early 2022, recognizing UAV's failure (among other things) to establish corporate governance protocols for the Company, President Trump appointed a Board of Directors that included Moss but not Litinsky. UAV did not at that time raise any dispute concerning their claimed right under the void Services Agreement to appoint two directors.

43. On May 16, 2022, DWAC filed its initial Registration Statement concerning the TMTG-DWAC merger with the SEC. The Registration Statement disclosed TMTG's then-current board membership, and further stated as follows:

On July 30, 2021, an attorney for the Trump Organization transmitted to counsel for TMTG correspondence, on behalf of President Trump, declaring *void ab initio* a Services Agreement that had granted TMTG, among other things, extensive intellectual property and digital media rights related to President Trump for purposes of commercializing the various TMTG initiatives.

44. On or about May 20, 2022, Moss affirmed that he had reviewed the Registration Statement and not identified any errors in the representations it contained. As a member of TMTG's Board, Moss had a responsibility to do so.

45. Notwithstanding Moss's affirmation, on or about June 10, 2022, counsel for UAV sent a letter to TMTG at its principal place of business in Sarasota, asserting UAV's alleged right to appoint two members to TMTG's Board of Directors under the void Services Agreement.

46. TMTG obviously had no obligation to honor this demand, so it took no action with respect to the letter. And UAV took no action either. It did not follow up; it did not make any further demand; and it did not commence suit.

TMTG Discovers Severe Mismanagement By Moss and Litinsky

47. As the *de facto* officers and directors of TMTG, Moss and Litinsky were in control of the Company's day-to-day operations and major decisions of corporate policy until the new CEO and Board of Directors took the reins in early 2022. From an operational standpoint, the most important thing Moss and Litinsky had to do was competently prepare the Company to launch the Truth Social social media platform.

48. Instead, Moss and Litinsky misallocated the Company's resources, executed (or attempted to execute) bad contracts without proper approval, and focused on pet projects that diverted attention and resources from the Company's main line of effort.

49. The Truth Social launch did not go smoothly, leading a hostile press to criticize the Company for long user wait times and technical failings, to the detriment of the Company's business reputation.

50. On June 12, 2022, TMTG's Board—Moss included—authorized the creation of a Special Committee to investigate events that occurred in early 2022/ Because of Moss's and Litinsky's conduct, the investigation also focused on UAV's work for the Company.

51. Roughly three months later, and also after the SEC investigation effectively froze the DWAC merger, Moss voluntarily resigned from the Board on September 23, 2022. UAV did not at that time raise any concerns about its purported right under the void Services Agreement to appoint two members to the Board, and UAV's members had not further involvement whatsoever with TMTG.

52. On January 16, 2023, the special committee issued a report making numerous findings of pervasive, reckless mismanagement by UAV, Moss, and Litinsky, dating back to the beginning of Moss and Litinsky's service as the Company's *de facto* officers and directors. These included that:

(a) Moss and Litinsky failed to conduct an organizational meeting, adopt incorporator resolutions, adopt corporate by-laws, or cause the adoption of a shareholders' agreement that would have established a corporate governance structure for the Company. This required the Company to spend substantial effort and resources to ensure that Moss's and Litinsky's failures did not call into question the authority the Company had to make and execute on several of the business decisions to which it was committed.

(b) Moss and Litinsky hand-picked a technical team to develop the Truth Social platform that lacked the skill and maturity necessary to build a platform at the size and scale needed to achieve commercial success.

(c) Having selected a deficient team, Moss and Litinsky managed them abusively, pushing development to happen too fast, setting arbitrary deadlines, and creating a toxic corporate culture.

(d) Moss and Litinsky caused TMTG to enter into a commercially unreasonable relationship with a cloud services provider, who charged exorbitant rates for substandard or non-existent services. The provider's equipment operated slowly, severely limiting capacity, while suffering frequent outages.

(e) Even after a new CEO was appointed, Moss and Litinsky attempted to assert control of the Company's operations by, among other things, threatening that if

their decisions were not followed, they would cause a walkout of their hand-picked technical team, to the detriment of the Company and the Truth Social launch.

53. In addition to these problems, Moss and Litinsky also failed entirely to develop a business plan for TMTG's streaming video on demand services, which jeopardized the Company's ability to follow through on representations made to investors and the public.

54. Once Litinsky was off the Board and Moss was no longer involved in day-to-day operations, however, new team members, under the leadership of the new CEO, were able to manage the Company effectively. In the second quarter of 2022, TMTG fully launched Truth Social. Truth Social now has millions of users and is among the fastest growing social media platforms in history.

Moss, Litinsky, and UAV Retaliate Against The Company

55. Ultimately, DWAC reached a settlement with the SEC concerning its investigation into the merger discussions, which substantially cleared the way for SEC approval of its Registration Statement and, ultimately, the completion of the merger.

56. With the SEC investigation resolved, the merger finally progressing, and TMTG's business on a stable footing, Moss, Litinsky, and UAV sprung a plan to retaliate against the Company by asserting rights under Services Agreement. The plan was to use lawfare and threatening communications to the Company and its stakeholders to try to prevent the merger from happening.

57. On January 18, 2024, UAV sent a letter to DWAC asserting "concerns" that its purported share-ownership and director-appointment rights under the void Services

Agreement would not be honored after the merger and alleging that DWAC's Registration Statement did not accurately disclose those rights. UAV's letter recognized that neither DWAC nor TMTG were parties to the void Services Agreement but nonetheless demanded confirmation that DWAC would honor it.

58. This was the first time since June 2022—19 months prior—that UAV had made any mention of its purported rights under the void Services Agreement.

59. On February 9, 2024, UAV sent additional letters to DWAC and TMTG again asserting rights under the void Services Agreement and again threatening that UAV intended to take legal action to protect its rights.

60. UAV improperly tried to rile up the Company's noteholders as well. For example, on February 9, 2024, Litinsky sent a text message to one of TMTG's noteholders. Litinsky represented that he and Moss were the founders of TMTG, threatened that the noteholder might be called to testify at hearing to enjoin the merger, and directed the noteholder to call his lawyers if he had an questions.

61. On February 14, 2024, the SEC completed its review of DWAC's Registration Statement and declared it effective. After nearly two years of delay caused by Moss and Litinsky's bad faith handling of the search for a SPAC, the deal was finally ready to move forward. On February 16, 2024, DWAC filed a Proxy Statement with the SEC scheduling a meeting of its shareholders to vote on the merger with TMTG (and related matters) for March 22, 2024.

62. Within minutes, UAV sent another letter to TMTG improperly demanding that it be permitted to appoint two members to TMTG's Board under the void Services Agreement.

63. On February 28, 2024, UAV filed a lawsuit in Delaware Court of Chancery seeking declaratory and injunctive relief, on an expedited basis, related to the authorization, issuance, and ownership of the Company's stock and asserting that it feared its ownership in the Company would be diluted. Through counsel, they used the lawsuit to advance Moss's and Litinsky's vendetta against TMTG by spreading their allegations and making comments about them to the press and causing further damage to TMTG's business reputation.

64. Two omissions from its Delaware case stand out. First, UAV has not asserted in the Delaware litigation any claim under the void Services Agreement (or otherwise) to appoint directors to the Company's Board. Indeed, UAV's counsel represented to the Delaware court on March 9, 2024, that "if we don't get diluted, I'm not sure what claims are left after the merger [between TMTG and DWAC closes]" and concurred with the Vice Chancellor's assessment that "I don't think there is anything left [to litigate in Delaware] if your clients get the consideration that they think they are due."

65. Second, and for good reason, UAV has studiously avoided basing its legal claims in Delaware on the void Services Agreement. Indeed, when pressed, UAV acknowledged that it has no rights against the Company under the Services Agreement, representing to the Delaware Court that "[UAV] is not suing on the Services Agreement, nor is [TMTG] a party to the Services Agreement."

66. On March 20, 2024, UAV sent TMTG yet another letter, this time asserting its purported right under the Services Agreement to appoint two members to the Company’s Board. UAV’s counsel further asserted that “corporate action taken by an improperly constituted Board”—presumably including action to approve or ratify the DWAC merger—“may be void....” That assertion, arising from claims UAV has not made and a document it has not sued upon, is a naked attempt—contrary to UAV’s representations in Delaware—to harm and disrupt TMTG’s imminent merger with DWAC.

67. On March 22, 2024, DWAC’s shareholders voted to approve the merger with the Company. The last hurdle to the merger is cleared. The merger is in the best interests TMTG, its shareholders, and DWAC and its shareholders. It is long past time for Moss’s and Litinsky’s harassment of the Company to stop.

68. All conditions precedent to this action have been performed, have been excused, or have been waived.

Count I (Against UAV)
Declaratory Judgment That the Services Agreement is Not Binding

69. TMTG incorporates and realleges Paragraphs 1 through 68 as though fully set forth herein.

70. UAV has attempted to enforce the void Services Agreement against TMTG. In particular, it has repeatedly asserted since the merger that it has rights under the Services Agreement for its share ownership not to be diluted and for it to appoint two directors to the Company’s Board of Directors.

71. As UAV has acknowledged, TMTG is not a party to the Services Agreement. Nor has TMTG adopted, approved, or ratified the Services Agreement.

72. The Services Agreement is not enforceable against TMTG.

73. There is a bona fide, actual, present need for a judicial declaration on the enforceability of the Services Agreement against TMTG. The requested declaration deals with a present, ascertained, or ascertainable state of facts or present controversy as to a state of facts. An immunity, power, or privilege of TMTG is dependent upon the facts or the law applicable to the facts. All adverse and antagonistic interests—those of UAV and TMTG—are presently before the Court, and the relief sought is not merely the giving of legal advice by the courts or the answer to questions proposed out of curiosity.

WHEREFORE, TMTG respectfully requests that the Court render a declaratory judgment that the Services Agreement is not binding upon or enforceable against it and such other relief as it deems appropriate. In accord with § 86.111, Florida Statutes, TMTG further requests that the Court order a speedy hearing and advance this matter on its calendar.

Count II (Against UAV)
Declaratory Judgment that Enforcement is Time-Barred

74. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully set forth herein.

75. UAV has attempted to enforce the void Services Agreement against TMTG. In particular, it has repeatedly asserted since the merger that it has rights under the Services

Agreement for its share ownership not to be diluted and for it to appoint two directors to the Company's Board of Directors.

76. TMTG disputes the enforceability against TMTG of any rights under the Services Agreement.

77. Enforcing the purported rights to allow UAV to appoint two directors to TMTG's Board of Directors, would require UAV to bring an action for specific performance.

78. The statute of limitations for an action for specific performance of a contract is one year under Florida law.

79. UAV's potential claims to enforce the above rights is time-barred multiple times over.

80. First, on July 30, 2021, UAV and its members had knowledge that President Trump deemed the Services Agreement void.

81. UAV did not institute an action to enforce its purported rights to perform certain actions under the Services Agreement, and such action is now barred by the statute of limitations.

82. Second, on March 11, 2022, UAV and its members had knowledge that President Trump appointed a new Board of Directors for TMTG without consulting UAV, and which included only one member of UAV.

83. UAV did not institute an action to enforce its purported right to appoint two directors to the Board of Directors for TMTG, and such action is now barred by the statute of limitations.

84. Third, on May 16, 2022, UAV and its members had knowledge that DWAC publicly disclosed the members of the Board of Directors for TMTG, which included only one member of UAV.

85. UAV did not institute an action to enforce its purported right to appoint two directors to the Board of Directors for TMTG, and such action is now barred by the statute of limitations.

86. Fourth, on or about September 22, 2022, UAV and its members had knowledge Moss had voluntarily resigned from TMTG's board, after which TMTG's Board of Directors contained no members appointed by UAV.

87. Once again, UAV did not institute an action to enforce its purported right to appoint two directors to the Board of Directors for TMTG, and such action is now barred by the statute of limitations.

88. The statute of limitations prevents UAV from enforcing any purported right under the Services Agreement to allow UAV to appoint two directors to TMTG's Board of Directors.

89. There is a bona fide, actual, present need for a declaration on the enforceability of these purported rights under the Services Agreement. The requested declaration deals with a present, ascertained, or ascertainable state of facts or present controversy as to a state of facts. An immunity, power, or privilege of TMTG is dependent upon the facts or the law applicable to the facts. All adverse and antagonistic interests—those of UAV and TMTG—are presently before the Court, and the relief sought is not

merely the giving of legal advice by the courts or the answer to questions proposed out of curiosity.

WHEREFORE, TMTG respectfully requests that the Court render a declaratory judgment that the Services Agreement is not enforceable against it and such other relief as it deems appropriate. In accord with § 86.111, Florida Statutes, TMTG further requests that the Court order a speedy hearing and advance this matter on its calendar.

Count III (Against UAV)
Declaratory Judgment That Rights Under Services Agreement Are Waived

90. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully set forth herein.

91. UAV has attempted to enforce the void Services Agreement against TMTG. In particular, it has repeatedly asserted since the merger that it has rights under the Services Agreement for its share ownership not to be diluted and for it to appoint two directors to the Company's Board of Directors.

92. UAV's members had knowledge of the terms of the Services Agreement, yet failed to reflect such terms in TMTG's certificate of incorporation or other corporate documents, despite their contractual commitment to do so.

93. UAV's members also had knowledge of President Trump's declaration on July 30, 2021, that the Services Agreement is void *ab initio*.

94. With such knowledge, UAV's members abandoned its initial attempts to renegotiate a new services agreement, and instead negotiated and executed a License

Agreement on behalf of TMTG with terms materially different from and in direct conflict with the terms of the Services Agreement.

95. Because UAV's members failed to reflect the terms of the Services Agreement in TMTG's certificate of incorporation or other corporate documents, despite serving as two of three members of TMTG's *de facto* board, they voluntarily and intentionally waived any right of UAV to enforce the Services Agreement against any other party.

96. Because, following President Trump's declaration that the Services Agreement was void *ab initio*, UAV's members accepted the materially different terms of the License Agreement, they voluntarily and intentionally waived any right of UAV to enforce the Services Agreement against any other party.

97. UAV also waived any rights under the Services Agreement when a new Board of Directors was appointed on March 11, 2022. UAV, including its member Moss, who remained on the TMTG Board, did not attempt to exercise its purported right to appoint two directors pursuant to the Services Agreement.

98. UAV also waived any rights under the Services Agreement when Moss, a member of UAV and director of TMTG, expressed on May 20, 2022, his approval of DWAC's initial Registration Statement on May 16, 2022, which disclosed TMTG's board composition and acknowledged and affirmed President Trump's determination that the Services Agreement is void.

99. On information and belief, UAV also waived any rights under the Services Agreement when UAV's members disclaimed any ongoing validity of the Services Agreement during and in connection with the SEC and DOJ investigations into DWAC.

100. UAV also waived any rights under the Services Agreement when UAV member Moss resigned on September 22, 2022 from the TMTG Board of Directors and neither Moss nor UAV asserted any right on behalf of UAV to appoint two directors.

101. There is a bona fide, actual, present need for a declaration on UAV's ability to enforce any rights under the Services Agreement in view of the subsequent actions of UAV's members to waive those rights. The requested declaration deals with a present, ascertained, or ascertainable state of facts or present controversy as to a state of facts. An immunity, power, or privilege of TMTG is dependent upon the facts or the law applicable to the facts. All adverse and antagonistic interests—those of UAV and TMTG—are presently before the Court, and the relief sought is not merely the giving of legal advice by the courts or the answer to questions proposed out of curiosity.

WHEREFORE, TMTG respectfully requests a judicial declaration that UAV and its members have knowingly, voluntarily, and intentionally waived UAV's purported rights under the Services Agreement, and requests such other relief as the Court deems appropriate. In accord with § 86.111, Florida Statutes, TMTG further requests that the Court order a speedy hearing and advance this matter on its calendar.

Count IV (Against UAV)
Declaratory Judgment That UAV Is Equitably Estopped

102. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully set forth herein.

103. TMTG incorporates and realleges Paragraphs 1 through 69.

104. UAV has attempted to enforce the void Services Agreement against TMTG. In particular, it has repeatedly asserted since the merger that it has rights under the Services Agreement for its share ownership not to be diluted and for it to appoint two directors to the Company's Board of Directors.

105. UAV's members had knowledge of the terms of the Services Agreement, yet failed to reflect such terms in TMTG's certificate of incorporation or other corporate documents, despite their contractual commitment to do so.

106. UAV's members also had knowledge of President Trump's determination that the Services Agreement was void on July 30, 2021.

107. Thereafter, UAV's members accepted President Trump's decision and attempted to negotiate a new services agreement.

108. Instead of entering another services agreement, however, UAV's members negotiated and executed a License Agreement on behalf of TMTG with terms materially different from and in direct conflict with the terms of the Services Agreement.

109. Because UAV's members failed to reflect the terms of the Services Agreement in TMTG's certificate of incorporation or other corporate documents, which

TMTG has relied on, they are equitably estopped from asserting UAV's right to enforce the Services Agreement against any other party.

110. Because, following President Trump's declaration that the Services Agreement was void *ab initio*, UAV's members accepted the materially different terms of the License Agreement, which TMTG relied on, they are equitably estopped from asserting UAV's right to enforce the Services Agreement against any other party.

111. When a new Board of Directors was appointed on March 11, 2022, UAV, naming Moss as a Director of the TMTG Board, did not attempt to exercise its purported right to appoint two directors pursuant to the Services Agreement. Moss and UAV further failed to assert this purported right upon Moss's resignation from the Board of Directors on September 22, 2022. Since March 11, 2022, TMTG has relied on the composition of the Board of Directors without UAV-appointed members. As a result, UAV and UAV's members are equitably estopped from asserting appointment rights under the Services Agreement.

112. UAV member Moss, as a Director on the TMTG Board of Directors, had a duty to correct any purported misrepresentations in DWAC's initial Registration Statement on May 16, 2022, which acknowledged and affirmed President Trump's determination that the Services Agreement was void. Because Moss failed to contest and indeed affirmed the facts as set forth in DWAC's Registration Statement, which affirmation TMTG has relied upon, UAV and its members are equitably estopped from asserting any rights under the void Services Agreement.

113. There is a bona fide, actual, present need for a declaration on UAV's ability to enforce any rights under the Services Agreement in view of the subsequent actions and inactions of UAV's members, which serve to equitably estop UAV and its members from asserting such rights. The requested declaration deals with a present, ascertained, or ascertainable state of facts or present controversy as to a state of facts. An immunity, power, or privilege of TMTG is dependent upon the facts or the law applicable to the facts. All adverse and antagonistic interests—those of UAV and TMTG—are presently before the Court, and the relief sought is not merely the giving of legal advice by the courts or the answer to questions proposed out of curiosity.

WHEREFORE, TMTG respectfully requests a judicial declaration that UAV and its members are equitably estopped from asserting UAV's rights under the Services Agreement, and requests such other relief as the Court deems appropriate. In accord with § 86.111, Florida Statutes, TMTG further requests that the Court order a speedy hearing and advance this matter on its calendar.

Count V (Against UAV)
Unjust Enrichment

114. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully alleged herein.

115. TTMG conferred a benefit upon UAV in the form of 8.6 million shares of stock in the Company.

116. UAV has knowledge of that benefit and has retained it.

117. Equity and good conscience require that UAV restore the benefit to TMTG. UAV has provided nothing of value to TMTG in exchange for the shares: It failed to establish the Company's corporate structure, its principals were a cause of legal hurdles and delay for the DWAC merger, it botched the management of TMTG to the Company's detriment, and it failed to develop and execute a plan for streaming video on demand services.

118. TMTG has no adequate remedy at law.

WHEREFORE, TMTG respectfully requests that the Court render a judgment ordering UAV to return to TMTG the shares of stock it received or, alternatively, to restore the value of those shares to TMTG together with prejudgment interest and such other relief as the Court deems appropriate.

Count VI (Against UAV)
Alternative Claim for Declaratory Judgment – Prior Breach

119. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully set forth herein.

120. This count for declaratory judgment is asserted in the alternative to Counts I through V. To be clear, the Services Agreement is not a binding or enforceable contract against TMTG. However, to the extent the Court determines otherwise, TMTG has no obligation to perform under the Services Agreement because of UAV's prior breach.

121. UAV has demanded that TMTG honor alleged rights under the Services Agreement concerning share ownership and Board of Directors appointments. To the extent

TMTG might be determined not to have performed any such asserted obligations, UAV materially breached the Services Agreement first in the following ways:

(a) Section 2 of the Services Agreement provided that UAV was responsible to “ensur[e]” that [TMTG] becomes an established entity under the laws of the State of Delaware....” UAV breached Section 2 by failing to ensure that TMTG’s corporate governance processes under Delaware law were established, including by failing to (i) hold an organizational meeting for the appointment of the Board of Directors, (ii) prepare and adopt corporate by-laws, and (iii) ensure that the shareholders adopted a shareholder’s agreement.

(b) Section 2 of the Services agreement that UAV was responsible for “creating and implementing a strategic plan to identify, exploit, and commercialize targeted media and technology opportunities in social media ... [and] digital streaming....” UAV breached Section 2 by, among other things, (i) grievously botching the launch of the Truth Social social media platform and (ii) failing to develop and implement a strategic plan for streaming video on demand services.

(c) Section 5 of the Services Agreement provided that “UAV shall devote, and cause Andy Litinsky to devote, whatever time is necessary to perform the Services including those mentioned in Paragraphs 31 to 41 and 47 to 53 in a professional and timely manner....” As alleged herein, UAV breached this provision of Paragraph 3.

(d) Section 5 of the Services Agreement provided that “UAV shall cause to be created the Certificate of Incorporation, Shareholders Agreement and Corporate Bylaws for [TMTG] that further establish the entity’s structure and the duties, rights, and

obligations of [TMTG's] equity stakeholders, officers, and directors, as recommended by [TMTG's] legal counsel and accepted by its shareholders." As alleged above, UAV breached Paragraph 5.

(e) Under Florida law, every contract contains an implied covenant of good faith and fair dealing that requires imposes upon each party the duty to do nothing destructive of the other party's right to enjoy the fruits of the contract and to do everything that the contract presupposes they will do to accomplish its purpose. A principal purpose of the Services Agreement, as established by, among other things, the express terms of Paragraphs 2 and 8 thereof, was to have TMTG merge with a suitable SPAC partner at the earliest possible time. UAV, through Moss and Litinsky, breached the implied covenant of good faith and fair dealing.

122. Again, the Services Agreement is not binding or enforceable against TMTG, as alleged in Counts I through IV. To the extent the Court determines otherwise, however, TMTG requests that the Court declare that UAV's material breaches of the Services relieved TMTG of any duty to perform of any alleged obligations UAV claims that TMTG had under the Services Agreement.

123. There is a bona fide, actual, present need for a declaration on UAV's ability to enforce any rights under the Services Agreement in view of its prior breaches of that Agreement, which bars UAV and its members from asserting rights under it. The requested declaration deals with a present, ascertained, or ascertainable state of facts or present controversy as to a state of facts. An immunity, power, or privilege of TMTG is dependent upon the facts or the law applicable to the facts. All adverse and antagonistic interests—

those of UAV and TMTG—are presently before the Court, and the relief sought is not merely the giving of legal advice by the courts or the answer to questions proposed out of curiosity.

WHEREFORE, in the alternative to the declarations TMTG requests under Counts I through IV, TMTG respectfully requests a judicial declaration that UAV is barred by its prior breaches from asserting rights under the Services Agreement, and requests such other relief as the Court deems appropriate. In accord with § 86.111, Florida Statutes, TMTG further requests that the Court order a speedy hearing and advance this matter on its calendar.

Count VII (Against Moss and Litinsky)
Breach of the Fiduciary Duty of Care

124. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully set forth herein.

125. Litinsky was a de facto director of TMTG from February 8, 2021 until March 11, 2022.

126. Moss was a de facto director of TMTG from February 8, 2021, until March 11, 2022, and a member of the duly constituted Board of Directors from March 11, 2022, until September 23, 2022.

127. As directors, Moss and Litinsky owed TMTG a fiduciary duty of care. This means that they were required to use that amount of care which ordinarily careful and prudent men would use in similar circumstances and consider all material information reasonably available in making business decisions.

128. During their terms as directors of TMTG, Moss and Litinsky acted grossly negligently and breached their duty of care by, *inter alia*: (a) failing to establish an adequate corporate governance structure for the Company; and (b) committing those acts of gross negligence and reckless mismanagement alleged in Paragraphs 31 to 41 and 47 to 53.

129. TMTG suffered damages as a result of Moss and Litinsky's breaches of care, including increased legal and administrative costs, additional costs to remedy their breaches, lost business opportunities, and lost ability to execute on the Company's business plan.

WHEREFORE, TMTG respectfully requests that this Court render a judgment against Moss and Litinsky for damages, including, without limitation, compensatory damages for the harm caused to TMTG, disgorgement of the benefits Litinsky and Moss obtained, prejudgment interest, and such other relief as the Court deems appropriate.

Count VIII (Against Moss and Litinsky)
Breach of the Fiduciary Duty of Loyalty

130. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully set forth herein.

131. Litinsky was a de facto director of TMTG from February 8, 2021, until March 11, 2022.

132. Moss was a de facto director of TMTG's from February 8, 2021, until March 11, 2022, and a member of TMTG's duly constituted Board of Directors from March 11, 2022, until September 23, 2022.

133. As directors, Moss and Litinsky owed a fiduciary duty of loyalty to TMTG. That duty of loyalty requires that directors serve the best interests of the corporation and shareholders and that corporate interests take precedence over any interest possessed by a director. Thus, the duty of loyalty precludes a director from using his position to further his own interests and includes a requirement to act in good faith.

134. During their terms as directors and/or de facto directors of TMTG, Litinsky and/or Moss breached their duty of loyalty by, *inter alia*, without limitation:

- a. Causing the License Agreement to contain a provision acknowledging the “existence” of the Services Agreement, which had been deemed void and to which TMTG was not a party, which served solely Moss and Litinsky’s interests;
- b. Partnering with Orlando after he expressed an intention to pursue Plan B;
- c. In bad faith, holding TMTG hostage by threatening that any deviation from their directives would result in Litinsky and Moss retaliating against TMTG by provoking a walkout of the company’s technical team.
- d. On information and belief, directing TMTG personnel to wipe servers belonging to one of Truth Social’s contractual partners in a retaliatory effort to destroy valuable code and sabotage Truth Social.

135. TMTG has suffered damages as a result of Moss’s and Litinsky’s breaches of the fiduciary duty of loyalty.

WHEREFORE, TMTG respectfully requests that this Court enter final judgment against Moss and Litinsky for monetary damages, including, without limitation,

compensatory damages for the harm caused to TMTG, disgorgement of the benefits Litinsky and Moss obtained, and such other relief as the Court deems appropriate.

Count IX (Against Orlando)
Aiding and Abetting Breach of Fiduciary Duty

136. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully set forth herein.

137. Moss and Litinsky breached their fiduciary duties of care and loyalty through their partnership with Orlando as alleged in Counts VIII and IX.

138. Orlando knew that Moss's and Litinsky's conduct constituted a breach of their fiduciary duties because of the severe legal risk it posed to a merger with DWAC, which risk materialized in the form of investigations and a substantial delay of the merger.

139. Orlando substantially assisted Moss's and Litinsky's breaches.

140. TMTG has suffered damages as a result of Moss's and Litinsky's breaches of fiduciary duty as alleged in Counts VII and VIII.

WHEREFORE, TMTG respectfully requests that the Court render a judgment against Orlando awarding it damages for Orlando's aiding and abetting Moss's and Litinsky's breaches of fiduciary duty, together with prejudgment interest and such other relief as the Court deems appropriate.

Count X (Against Orlando)
Conspiracy to Breach Fiduciary Duty

141. TMTG realleges and incorporates Paragraphs 1 through 68 as though fully set forth herein.

142. Moss and Litinsky breached their fiduciary duties of care and loyalty by allowing Orlando to dual-track merger discussions with Benessere and Litinsky as alleged in Counts IX and X.

143. Orlando, Moss, and Litinsky constituted a confederation of persons who have taken unlawful acts as alleged in Paragraphs 41 through 51 in furtherance of an agreement causing Moss and Litinsky to breach their fiduciary duties to TMTG.

144. TMTG has suffered damages as a result of Moss's and Litinsky's breaches of fiduciary duty as alleged in Counts VIII and IX.

WHEREFORE, TMTG respectfully requests that the Court render a judgment against Orlando awarding it damages for Orlando's conspiring in Moss's and Litinsky's breaches of fiduciary duty, together with prejudgment interest and such other relief as the Court deems appropriate.

Plaintiff demands a jury trial on all issues so triable.

Dated: March 24, 2024

Respectfully submitted,
/s/ Samuel J. Salaro, Jr.
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Counsel for Plaintiff, Trump Media & Technology Group Corp.

EXHIBIT A

Services Agreement

Parties		
Donald J. Trump	Name Address	Donald J. Trump 1100 South Ocean Boulevard Palm Beach, Florida 33480
TM	Name Address	Trump Media LLC 1132 SE Third Avenue Fort Lauderdale, FL 33316
UAV	Name Address	United Atlantic Ventures, LLC 900 SE Second Street Suite 503 Fort Lauderdale, FL 33301
Date		February 2, 2021

This Services Agreement (this "Agreement") is made and effective as of the date of the last signature by and among Donald J. Trump, TM, and UAV (the "Effective Date").

WHEREAS, the goal and mission statement of Trump Media Group Corp. ("TMG") is to create a conservative media powerhouse that will rival the liberal media and fight back against "Big Tech" companies of Silicon Valley. In January 2021, President Donald J. Trump was viciously and brutally silenced by "Big Tech" (Twitter, Facebook, etc.). President Donald J. Trump, the duly elected President of these United States, was robbed of his digital voice. This is unacceptable. To counter this liberal bias and dangerous exercise of tech monopoly censorship, Donald J. Trump and TMG intend to create an umbrella company that focuses on internet infrastructure, social media, digital streaming, book publication, and more. This umbrella entity will give voice to President Donald J. Trump and his hundreds of millions of supporters, and, most importantly, this entity will fight for the First Amendment protections and freedoms of all Americans. It is with this purpose and intent that TMG embarks upon its mission. In the year 2021, the media pendulum has swung dangerously far to the left. TMG intends to even the playing field.

WHEREAS, TM and Donald J. Trump seek to retain UAV to provide consulting services related to the formation of TMG and associated media and technology opportunities to be developed and pursued by TMG on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. Party Descriptions.

- 1.1. TRUMP MEDIA LLC (“TM”):** It is a limited liability company formed under the laws of the State of Delaware, and includes its successors, trustees, and assignees.
- 1.2. TRUMP MEDIA GROUP CORP. (“TMG”):** It is a corporation being formed under the laws of the State of Delaware, and includes its successors, trustees, and assignees. Immediately following the Effective Date, TMG shall file its certificate of incorporation and other applicable documentation necessary for formation with the appropriate state division. TMG shall be structured in accordance with the equity interest layout set forth below and is being formed to exploit and commercialize all targeted media and technology opportunities as more expressly discussed herein.
- 1.3. DONALD J. TRUMP:** Donald J. Trump is an individual party.
- 1.4. UNITED ATLANTIC VENTURES LLC (“UAV”):** It is a limited liability company formed under the laws of the State of Delaware, and includes its successors, trustees, and assignees. UAV’s authorized representative is Andy Litinsky.

2. Engagement of Services. TM and Donald J. Trump hereby engage UAV to perform certain consulting services for TMG as described herein (collectively, the “Services”). The Services shall consist of UAV, by and through its representative Andy Litinsky, ensuring that TMG becomes an established entity registered under the laws of the state of Delaware (or as otherwise directed by TM) and creating and implementing a strategic plan to identify, exploit, and commercialize targeted media and technology opportunities in social media, internet infrastructure, podcast, digital streaming, mobile apps, book publication, and television production for the benefit of TMG. Upon formation of TMG, Andy Litinsky shall have authority to act and to conduct business on behalf of TMG for the purposes of retaining legal counsel, securing non-disclosure and other confidentiality agreements, arranging for and attending meetings with potential advisors and interested financial institutions, communicating with legal counsel for Donald J. Trump and TM to provide progress/status updates on TMG, and negotiating agreements with financial institutions on behalf of TMG, in each case as reasonably necessary to accomplish the goals of TMG. No business combination with a Special Purpose Acquisition Corporation (a “SPAC”) transaction may occur without the final review and written approval of Donald J. Trump and neither UAV nor Andy Litinsky may sign any documents on behalf of TM or Donald J. Trump. UAV shall have no responsibility to perform any tasks or services that fall outside the scope or are specifically excluded herein. If any item, task, or service is not listed as being in-scope, then such item, task, or service shall be deemed to fall outside the scope of the Services. UAV shall ensure that the terms and conditions contained herein which relate to TMG are reflected in the Certificate of Incorporation, Shareholders Agreement and Corporate By-laws for TMG.

3. Manner and Means of Performance. UAV shall devote, and shall cause Andy Litinsky to devote, whatever time is necessary to perform the Services in a professional and timely manner as reasonably necessary to accomplish TMG’s goals. UAV shall be responsible for determining the manner and means by which the Services are performed. UAV shall use its own equipment and materials to perform the Services; provided, however, that Donald J. Trump and TM shall make its own, and those of TMG, records and other documents available to UAV as reasonably necessary for the performance of the Services, and may, in its discretion, make its equipment or facilities available to UAV at UAV’s request. UAV shall perform the Services at such locations as

reasonably necessary and UAV shall be available for meetings with TM and Donald J. Trump from time to time as reasonably requested by TM or Donald J. Trump, upon reasonable notice. UAV agrees to utilize UAV's expertise and creative talent in performing the Services.

4. Legal Fees of Bradford Cohen. At the direction of Donald J. Trump, UAV has agreed to pay for the legal fees of Bradford Cohen, counsel for Donald J. Trump and TM. The legal fee is equal to a 1.4% equity interest in TMG upon its formation. At the direction of Donald J. Trump, UAV has agreed to reduce its equity interest in TMG from 10% to 8.6% in order to allow TMG to issue the 1.4% equity interest to Bradford Cohen. For purposes of clarification, each of the parties hereto agrees and acknowledges that the percentage interests described in this Section will be adjusted upon the completion of any business combination with a SPAC or any other equity capital raise transaction.

5. Initial Corporate Structure of TMG. TMG shall be established as a corporation with 100,000,000 shares of common stock with a par value of \$.000001 per share, to be distributed as follows upon its formation:

Name of Stockholder	Number of Shares of Stock Owned by Stockholder	Percentage of Ownership of Outstanding Shares of Stock
Donald J. Trump	90,000,000	90%
United Atlantic Ventures, LLC	8,600,000	8.6%
Bradford Cohen	1,400,000	1.4%

UAV shall cause to be created the Certificate of Incorporation, Shareholders Agreement and Corporate Bylaws for TMG that further establish the entity's structure and the duties, rights, and obligations of TMG's equity stakeholders, officers, and directors, as recommended by TMG's legal counsel and accepted by its shareholders. UAV shall ensure that TMG's corporate documents mandate that no dilution of ownership is permitted unless approved by TM and UAV, any dilution shall be equivalent across all outstanding and issued shares, and that no additional shares or alternative class of shares shall be issued without approval of TM and UAV.

6. Term. This Agreement shall continue in perpetuity unless either party elects to terminate for convenience following sixty (60) days' written notice to the other party or in the event of a breach by one party that is not cured within thirty (30) days' written notice to the breaching party. The notice of breach must describe with reasonable particularity the conduct of the breaching party so as to afford the opportunity to cure. UAV shall commence performance of the Services on the Effective Date. Presently, there is no timeframe by which UAV must complete the Services within as the parties understand that external forces could accelerate or delay TMG's

goals. In the event of such termination, each of the parties hereto hereby agrees that the equity interests held by each of UAV, Bradford Cohen and TM in TMG shall remain in place.

7. Advancement of Additional Expenses by UAV. UAV agrees to advance all legal costs associated with establishing TMG, finalizing its Certificate of Incorporation, Shareholders Agreement and Corporate Bylaws, and completing a SPAC transaction (described more fully below) or any other debt or equity capital raising transaction. The parties understand that UAV or Andy Litinsky may negotiate legal fees on a contingency fee or structured, milestone basis subject to completion of the SPAC transaction (or other equity raise transaction) and payment therefrom. All out-of-pocket legal costs incurred by UAV are reimbursable unless this Agreement is terminated for cause or TMG never begins operations as a media and technology company. Each of TM, and Donald J. Trump hereby agrees and acknowledges that UAV shall be entitled to advance funds to TMG (from time to time) in order to cover TMG's expenses, which may be evidenced by one (1) or more intercompany promissory notes between TMG and UAV. In the event of a successful SPAC or other financing transaction related to TMG, UAV shall be, subject to approval of any third-party financiers, if required, entitled to reimbursement of all of its verified, out-of-pockets expenses and/or intercompany promissory notes (as applicable) related to the Services.

8. Exclusive SPAC Business Combination. The parties' primary goal will be to position TMG to access any of the private equity or public and private equity capital markets. This access may include, for example, a business combination with a SPAC. UAV is hereby granted a perpetual and exclusive right to plan, coordinate, and finalize a transaction on behalf of TMG (or a designated affiliate) with a SPAC and the related underwriters to facilitate TMG's access to the public equity capital markets. At this time, there is no assurance that this goal will ever be met.

9. UAV's Equity Compensation; No Other Compensation. Other than with respect to the reimbursement of its out-of-pocket expenses as set forth herein, UAV shall be entitled to no additional compensation above and beyond the 8,600,000 vested shares of common stock in TMG, with a \$.000001 par value, in consideration for the Services, unless expressly agreed to in a writing signed by UAV, TM, and Donald J. Trump. UAV's equity interest shall continue after any capital raise transaction, subject to any agreed upon dilution arising therefrom.

10. WAIVER OF CONFLICT. IN RECOGNITION OF THE EQUITY INTEREST BEING GRANTED TO BRADFORD COHEN AT THE DIRECTION OF DONALD J. TRUMP AND AS STATED HEREIN, DONALD. J. TRUMP, UAV, AND TM, EACH INDIVIDUALLY AND ON BEHALF OF TMG, HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY CONFLICT OF INTEREST ARISING OUT OF OR RELATED TO BRADFORD COHEN'S PARTICIPATION IN THE NEGOTIATION AND DRAFTING OF THIS AGREEMENT, CERTIFICATE OF INCORPORATION, SHAREHOLDERS AGREEMENT AND CORPORATE BYLAWS OF TMG, AND ANY OTHER DOCUMENTS OR AGREEMENTS AS COUNSEL FOR TM, TMG, AND DONALD J. TRUMP SHALL DEEM APPROPRIATE. EACH PARTY RECOGNIZES THAT BRADFORD COHEN WILL HAVE A VESTED FINANCIAL INTEREST IN TMG AT THE PRESENT TIME AND CONSENTS TO HIS CONTINUED PARTICIPATION IN ANY FUTURE NEGOTIATIONS AND BUSINESS OPERATIONS OF TMG. TM AND DONALD J. TRUMP, INDIVIDUALLY AND ON BEHALF OF TMG, ACKNOWLEDGE THAT THE EQUITY SHARES GRANTED TO BRADFORD COHEN FOR PERFORMANCE OF BUSINESS AND LEGAL SERVICES IS FAIR AND REASONABLE AND THAT EACH HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. NOTHING HEREIN SHALL SERVE TO WAIVE ANY ATTORNEY-CLIENT PRIVILEGE THAT MAY EXIST BETWEEN DONALD J. TRUMP, TM, AND BRADFORD COHEN.

11. Obligations of TM and Donald J. Trump. TM and Donald J. Trump shall cooperate with UAV in UAV's performance hereunder, including, without limitation, timely fulfilling any obligations and responsibilities set forth in this Agreement and providing UAV timely access, as UAV may reasonably request, to accurate data, documentation, records, decision makers, employees, agents, partners, and other personnel as reasonably required, equipment, hardware, computer systems, email and client lists, and appropriately skilled personnel, and any other assistance reasonably required for UAV to perform its obligations hereunder. TM and Donald J. Trump agree to promptly review and make decisions regarding TMG's business opportunities and related agreements as presented by UAV from time to time, and communicate such decisions to UAV as promptly as possible. TM and Donald J. Trump shall be responsible for (a) the performance of their employees, contractors, and agents in connection with UAV's performance hereunder; (b) proper licenses for UAV's use and publication of intellectual property owned or licensed by TM or Donald J. Trump in relation to TMG; and (c) completeness of all data and information provided to UAV. Any delay or failure in the parties' performance of their respective duties, responsibilities, and obligations may result in a delay in the performance of the Services and negatively impact the value and performance of TMG.

12. Relationship of the Parties. Notwithstanding UAV's equity ownership in TMG, UAV, its employees, members, officers, and contractors shall be at all times considered independent contractors in relation to the Services performed under this Agreement. Except for the permissions granted to Andy Litinsky in this Agreement, neither party's employees, agents, or representatives shall be deemed an employee, agent, or representative of the other party, and neither party shall be obligated to provide the other party's employees health benefits, insurance, vacation, sick pay or any other benefits. Each party is solely responsible for payment of its employees' and contractors' wages and amounts required by law and will be solely responsible for the withholding and payment of its respective federal, state, and local income taxes. Except for the permissions granted to Andy Litinsky in this Agreement, nothing in this Agreement authorizes any party or its employees or contractors to act as the other party's agent or representative or to create any obligations or warranties on behalf of the other party.

13. Mutual Non-Compete. The parties agree not to engage in any activities or provide any services for or on behalf of any other ventures that are reasonably likely to compete with TMG for the duration of TMG's existence and operation. UAV's exercise of its rights to the Digital Media during the Usage Term shall not constitute a violation of any prohibition against non-competition.

14. Intellectual Property Rights Granted to TMG. Donald J. Trump, individually and on behalf of TM, The Trump Organization, and all entities associated with Donald J. Trump, hereby grants TMG (i) a perpetual, non-exclusive, non-transferrable, worldwide, paid-up, royalty-free, irrevocable right, license, and permission (without rights to modify or sublicense (except as set forth herein)) to access and utilize the email databases of TM, Donald J. Trump, and its affiliates in The Trump Organization; and (ii) a perpetual, non-exclusive, non-transferrable, worldwide, paid-up, royalty-free, irrevocable right, license, and permission (without rights to modify or sublicense (except as set forth herein)) to publish, republish, digitize, use, modify, edit, alter, touch-up, make derivative works of or from, and/or reuse the "TRUMP" name, logos, marks, images, photos, videos, and likeness, and their variations (collectively, the "Intellectual Property"), in any format and medium, in connection with TMG and its business(es), goods, products, services, and advertisements. TM and Donald J. Trump shall ensure that any additional documents, releases, consent forms, and agreements necessary for the granting of these rights, licenses, and permissions are executed in the normal course of business and as reasonably requested by UAV.

15. Exclusive Licensing of Certain Digital Media Rights Granted to TMG and UAV. Donald J. Trump, individually and on behalf of TM, The Trump Organization, and all entities associated with Donald J. Trump, hereby grants TMG the exclusive rights to produce, license, sublicense, publish, sell, alter, modify, edit, republish, digitize, make derivative works of or from, reuse, and otherwise exploit all social media business, podcast, and digital streaming content associated with Donald J. Trump, TM, The Trump Organization, and all entities owned or operated by Donald J. Trump (collectively, the "Digital Media") at all times for as long as TMG is in existence and conducting business. The parties expressly agree that all such Digital Media shall be pursued exclusively by and through TMG. Upon the dissolution, filing of bankruptcy, or ceasing of operations by TMG, the exclusive rights to the Digital Media shall pass directly and solely to UAV for a period of six (6) months during which time UAV shall be permitted to exercise the same rights originally granted to TMG (the "Usage Term") and any profits and/or ownership generated as a result of UAV's exploitation of the Digital Media shall be distributed in accordance with the final ownership interests of TMG at that time. So long as such Digital Media opportunity is signed by Donald J. Trump or any of his affiliates, then UAV shall retain its then current equity and profit interest in the Digital Media opportunity. Following the expiration of the Usage Term, the Digital Media rights shall revert back to Donald J. Trump. In the event UAV is prevented from freely exercising its rights to the Digital Media during the Usage Term as a result of any action or inaction by Donald J. Trump, TM, The Trump Organization, or any entity owned or controlled by Donald J. Trump, the Usage Term shall be tolled and extended for each day that UAV is so prohibited or restricted.

By publishing a book through TMG the intention is to create a conservative publishing house thereby allowing TMG to amalgamate an umbrella publishing company for conservative authors and magnify the value of Donald J. Trump's publications and generate additional revenue through partnerships and marketing deals. The parties agree to engage in good-faith negotiations for the inclusion of any written publications and television productions under the TMG umbrella.

16. Exclusive Right of UAV to Appoint Two (2) Directors. At all times UAV shall have the right to appoint and replace, as applicable, two (2) directors to TMG's board of directors and all of its affiliates, parent, and acquiring companies (if any) pursuing TMG's business interests. For the purposes of clarification, UAV's rights set forth in this section shall survive termination and expiration of this Agreement. TMG shall, at all times, have a board of directors consisting of at least three (3) members.

17. Obligation to Proceed Expeditiously. All parties agree that they are committed to proceed expeditiously with the formation of TMG and to grow the business opportunities as quickly as commercially feasible.

18. Work Product. Any and all work product created by UAV for the sole purposes of performing the Services shall be the sole and exclusive property of TMG. UAV hereby assigns to TMG, to the fullest extent permitted by law, all right, title, and interest in all work product, inventions, techniques, processes, materials, and other intellectual property developed in the course of performing the Services (collectively, the "Work Product"). In the course of performing the Services, UAV agrees not to use or disclose any confidential information or trade secrets of any current or former employer or other third party to whom UAV has an obligation of confidentiality, unless specifically consented to in writing by such employer, person, or entity.

19. DISCLAIMER. THE PARTIES ACKNOWLEDGE THAT (I) ANDY LITINSKY IS NOT A LICENSED ATTORNEY OR FINANCIAL ADVISOR AND IS LENDING ONLY HIS RESPECTIVE

BUSINESS ACUMEN, EXPERIENCE, AND KNOW-HOW IN PROVIDING THE SERVICES UNDER THIS AGREEMENT; (II) WES MOSS IS NOT A LICENSED ATTORNEY, IS ACTING ON BEHALF OF UAV, AND IS NOT ACTING AS A FINANCIAL ADVISOR, OR IN ANY FINANCIAL OR INVESTMENT ADVICE CAPACITY FOR THIS VENTURE, AND LENDING ONLY HIS BUSINESS ACUMEN, EXPERIENCE, AND KNOW-HOW IN PROVIDING THE SERVICES UNDER THIS AGREEMENT; AND (III) NO PARTY IS ACTING AS A FIDUCIARY TOWARDS OR ON BEHALF OF ANY OTHER PARTY. THE PARTIES ARE ENCOURAGED TO SEEK BUSINESS, LEGAL, AND FINANCIAL ADVICE FROM THIRD PARTIES.

20. General Indemnification. Each party (in each case, the “Indemnifying Party”) agrees to defend, indemnify, protect, and hold harmless the other party and their subsidiaries, affiliates, successors or assigns, and each of their respective directors, officers, shareholders and employees (collectively, the “Indemnified Party”) against any and all claims, causes of action, violations, loss, injury, death, damage, liability, deficiency, judgment, interest, award, penalty, fine, cost or expense, including, without limitation, reasonable attorneys’ and professional fees and costs related to litigation and investigation, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “Losses”) arising out of or related to Indemnifying Party’s: (i) gross negligence or willful misconduct in connection with this Agreement; and (ii) material breach of this Agreement; in each case, solely so long as such Losses are not proximately caused by Indemnified Party.

If any third party shall notify Indemnified Party with respect to any matter which may give rise to a claim for indemnification against an Indemnifying Party under this Agreement, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will reasonably cooperate with Indemnifying Party with the defense and/or settlement thereof, which defense and/or settlement shall be controlled by Indemnifying Party, provided that, if any settlement requires an affirmative obligation of, results in any ongoing liability to, or prejudices or detrimentally impacts, Indemnified Party in any way and such obligation, liability, prejudice or impact can reasonably be expected to be material, then such settlement shall require Indemnified Party’s prior written consent (not to be unreasonably withheld or delayed), and Indemnified Party may have its own counsel in attendance at all proceedings and substantive negotiations relating to any such claim. The terms of indemnification set forth in this Section shall survive termination of the Agreement.

21. Confidential Information.

21.1. All non-public, confidential or proprietary information of any of the parties hereto, including, but not limited to, the formation of TMG and its desired operation as a media and technology company, together with any specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, strategies, ideas, customer or client lists, strategies, and pricing models (collectively referred to as “Confidential Information”), disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) at any time in furtherance of TMG’s business, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing the Receiving Party’s obligations hereunder and may not be disclosed or copied unless authorized by Disclosing Party in writing. Upon Disclosing Party’s request, Receiving Party shall

promptly return all documents and other materials received from Disclosing Party. Disclosing Party shall be entitled to injunctive relief for any violation of this Section. The confidentiality provision shall not apply to information that is: (a) in the public domain through no fault of the Receiving Party; (b) known to the Receiving Party at the time of disclosure; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (d) was independently developed by the Receiving Party.

21.2. The parties agree that Confidential Information will be used solely for the purpose of performing the Services, and that Confidential Information will be kept strictly confidential. If any party is requested or required by law or regulatory authority (including orally or in writing, by interrogatory, subpoena, civil investigatory demand or any similar process relating to any legal proceeding investigation, hearing or otherwise) to disclose any Confidential Information, the party receiving such request or subpoena agrees that, to the extent reasonably practicable and permitted by law, it will provide the other party with prompt notice, in advance, of such disclosure so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement and each party agrees to cooperate reasonably with a party's pursuit of any such course of action. In the event that such disclosure is nonetheless required, the party requested will furnish only such Confidential Information as is legally required and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to any Confidential Information which is disclosed pursuant to this paragraph.

22. Return of Property. Promptly following the termination or expiration of this Agreement, UAV shall turn over all Work Product and return all documents and all other equipment and materials of TMG in UAV's possession or control that were provided to UAV, provided that UAV may retain one copy of these items so long as they are treated as confidential.

23. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of law. Any dispute arising from or relating to this Agreement shall be resolved in the federal courts of the United States of America for the Southern District of Florida or the courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida and all parties hereby expressly and irrevocably consent to the personal jurisdiction and venue of such courts.

24. Waiver of Remedies. The parties understand and agree that no failure to or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power, or privilege hereunder shall preclude any other or further exercise of any right, power or privilege.

25. Miscellaneous. This Agreement, including Schedule A-B hereto, forms the complete and exclusive statement of the parties' Agreement. The terms in this Agreement supersede any other representations or agreements made the parties to one another, whether oral or written, and they cannot be changed without a written agreement signed by Donald J. Trump, TM, and UAV. If any provision contained in this Agreement is, for any reason, held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such provisions will be reformed, construed, and enforced so as to render it valid and enforceable consistent with the general intent of the parties insofar as possible under applicable law. No waiver of any right hereunder shall be effective unless it is in writing. In construing this Agreement, any ambiguity shall not be construed against either party as the

drafter. This Agreement may be executed in counterparts, and signatures transmitted via facsimile or by pdf file shall be deemed equivalent to originals. All parties agree that they are committed to proceed expeditiously with the formation of TMG and to grow the business opportunities as quickly as commercially feasible.

26. Assignment. The parties may not assign, transfer, delegate, or subcontract any of the rights, duties, or obligations under the Agreement without the other parties' prior written consent. Any purported assignment or delegation in violation of this provision shall be null and void. No assignment or delegation shall relieve any party of any of its obligations hereunder.

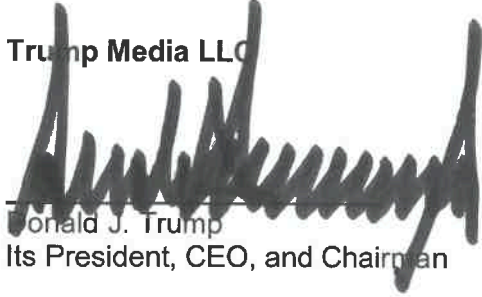
27. Survival. All provisions which by their nature or intent should survive termination or expiration of the Agreement, shall so survive.

[SIGNATURE PAGE TO FOLLOW]

Services Agreement
Re: Donald J. Trump and Trump Media LLC

Accepted and agreed to as of the Execution Date, by the authorized representative of each party:

Trump Media LLC


Donald J. Trump
Its President, CEO, and Chairman

Date: _____, ____ 2021

Donald J. Trump


Date: _____, ____ 2021

United Atlantic Ventures LLC


Andy Litinsky
Its Authorized Representative

Date: February 2, ____ 2021

**Schedule A
(to Services Agreement)**

GUIDELINES FOR REIMBURSABLE EXPENSES

- 1) **Reimbursable Expenses:** The following constitute reimbursable travel and business expenses:
- a. Transportation:
 - i. Air and Rail Fares: Economy, coach or supersaver fares with applicable flight insurance. Business class may be applicable for international travel. 21-day advance purchase is expected, when possible.
 - ii. Personal Vehicle: Reimbursed at the IRS authorized rate in effect when the expense is incurred. Mileage will be reimbursed for any distance beyond a regular commute to the office.
 - iii. Rental Cars: Compact to midsize, at corporate rate or better. UAV will be reimbursed for election of insurance that covers "physical damage".
 - iv. Other Transportation: Fares for taxi, rideshare, bus, subway, etc., if incurred in connection with the Services.

 - b. Lodging:
 - i. Lodging expenses will be reimbursed at reasonable amounts based on location and time of year. This amount is limited to the requirements of the individual traveler and does not include special accommodations. UAV personnel are encouraged to use any available commercial or corporate rates and to limit expenditures if possible, where under \$150.00 per night is typically reasonable for most cities.

 - c. Personal Meals:
 - i. When Services are provided across mealtimes, meal expenses will be reimbursed at IRS authorized rates in effect when and where the Services are provided, as set forth on www.gsa.gov/portal/category/21287, plus gratuity.

 - d. Corporate Housing:
 - i. Occasionally, in an effort to reduce expenses, UAV will explore short-term leased housing. If pre-approved in writing, UAV is entitled to reimbursement for these expenses as incurred.

 - e. Miscellaneous Expenses: Other expenses, such as the items listed below, incurred in the performance of the Services will be reimbursed.
 - i. Laundry and Dry Cleaning: not normally reimbursed for planned trips of less than 1 week.
 - ii. Tolls and Parking.
 - iii. Wireless internet access fees incurred in the performance of Services.
 - iv. International cell phone package for international travel as necessary to perform the Services (outside of the United States).

- 2) **Receipts:** UAV will be required to submit receipts for all of the following reimbursable expenses:
 - a. Any individual expenditure of \$10.00 or more.
 - b. All bills for lodging.
 - c. Air/rail transportation ticket stubs.
 - d. Receipts for all business meals and entertainment, if authorized outside of the averages listed herein.
 - e. Parking and driving fees, excluding reasonable toll road fees (which will be accepted without receipts).

- 3) **Non-Reimbursable Expenses:** The following items, usually personal in nature, are non-reimbursable expenses:
 - a. Tobacco.
 - b. Movie rentals, personal reading matter or other forms of entertainment.
 - c. Purchase of clothing, toiletries, shoeshine and other personal expenditures.
 - d. Unexplained or unreasonable expenses.

**Schedule B
(to Services Agreement)**

ADDENDUM TO SERVICES AGREEMENT

This Addendum To Services Agreement (the "Addendum"), effective as of this ____ day of _____, 202____, by and between Donald J. Trump, TM, and UAV. Each party may hereinafter be referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Parties previously entered into that certain Services Agreement ("Agreement") dated _____, 202____;

WHEREAS, the Parties wish to amend the terms of the Agreement as stated herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The recitals are incorporated herein and made a part of this Addendum.
2. UAV's Services are hereby amended to reflect certain scope changes. UAV agrees to perform the following Services which are now deemed "In-Scope" ("Additional Services"):

Description of Additional Services:

3. In exchange for the performance of the Additional Changes, UAV shall receive the following:

4. The Parties have negotiated and agreed to the terms of this Addendum.
5. The Addendum and Agreement, including any other addendums thereto, shall be read together and reflect the entire agreement and understanding between the Parties. In the event that the terms of this Addendum and Agreement conflict with one another, the terms of the Addendum shall be read in conjunction with the terms of the Agreement such that the terms of the Addendum are given full effect and authority.
6. Capitalized terms herein shall have the same meaning as used in the Agreement unless otherwise noted.
7. Nothing in this Addendum shall be construed or interpreted as an assignment of

Services Agreement
Re: Donald J. Trump and Trump Media LLC

either Parties rights, duties, responsibilities, or obligations under the Agreement.

8. All other provisions of the Agreement remain in full force and effect, other than any provision that conflicts with the terms, intent, and spirit of this Addendum, which shall be deemed to be amended appropriately in order to be consistent with this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year first above written.

Trump Media LLC

Donald J. Trump
Its President, CEO, and Chairman

Date: _____, ____ 2021

Donald J. Trump

Date: _____, ____ 2021

United Atlantic Ventures LLC

Andy Litinsky
Its Authorized Representative

Date: _____, ____ 2021