

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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E. JEAN CARROLL,

Plaintiff,

- against -

Bond No.: K41753183

Case No.: 1:20-cv-07311-LAK

DONALD J. TRUMP, in his personal capacity,

Defendant.

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**SUPERSEDEAS BOND**

KNOW ALL BY THESE PRESENTS, that we, Defendant Donald J. Trump, as Principal (“Defendant” or “Principal”), and Federal Insurance Company, a corporation duly authorized to transact surety business in the State of New York, as surety (“Surety”), are held and firmly bound unto Plaintiff, E. Jean Carroll, as Obligee (“Plaintiff” or “Obligee”), in the maximum total amount of Ninety One Million Six Hundred Thirty Thousand and 00/100 U.S. Dollars (US\$91,630,000.00) (the “Maximum Penal Sum”) for the payment of which, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, as set forth below (the “Bond”).

WHEREAS, the Principal has petitioned, or will petition, the United States Court of Appeals for the Second Circuit (the “Court of Appeals”) for an appeal of the judgment entered on February 8, 2024, in the above-captioned action pending in the United States District Court for the Southern District of New York (Document 285) (the “Judgment”) (the “Appeal”), and desires to stay execution of the Judgment through the disposition of the Appeal by the Court of Appeals.

NOW, THEREFORE, the conditions of this obligation are such that if: (1) the Judgment is vacated or reversed upon the disposition of the Appeal by the Court of Appeals, or (2) the Appeal is withdrawn or dismissed and the Principal pays and satisfies the Judgment in full, including, if allowed by law, costs, interest, and attorneys’ fees as may be awarded by the Court of Appeals or as a result of such withdrawal or dismissal, or (3) the Judgment is affirmed upon the disposition of the Appeal by the Court of Appeals and the Principal pays and satisfies the Judgment in full, including, if allowed by law, costs, interest, and attorneys’ fees as may be awarded by the Court of Appeals or as a result of such affirmance, or (4) the Judgment is modified upon the disposition of the Appeal by the Court of Appeals and the Principal pays and satisfies the modified Judgment in full, including if allowed by law, costs, interest, and attorneys’ fees as may be awarded by the Court of Appeals or as a result of such modification, then this Bond and the obligations hereunder shall be null, void, released, and discharged, otherwise this Bond shall remain in full force and effect subject to and conditioned upon the following terms and conditions:

Notwithstanding anything set forth in the Bond or the Judgment that is or may be construed to the contrary, the maximum liability of the Surety under this Bond shall not exceed the Maximum

Penal Sum set forth above less any amounts paid by or on behalf of the Principal to the Obligee under the Judgment or any modified Judgment regardless of the number of years this Bond is in force or the obligations of the Principal under the Judgment or any modified Judgment.

If payment is required to be made under this Bond by the Surety to the Obligee, such payment shall be made, provided that (a) the Principal has not fully satisfied his monetary obligations under the Judgment or any modified Judgment within thirty (30) calendar days following affirmance, modification, withdrawal, or dismissal of the Appeal, and (b) the Obligee or her counsel shall have notified the Surety, the Principal, and the Principal's counsel, in writing, that the Principal has failed to make such payment to the Obligee, in which event the Surety shall have thirty (30) calendar days from the Surety's receipt of such notice to issue payment under this Bond.

Any notice required to be given under this Bond shall be in writing and addressed as follows:

Principal:

Donald J. Trump  
1100 South Ocean Boulevard  
Palm Beach, Florida 33480

with a copy to:

Alina Habba, Esq.  
Habba Madaio & Associates  
112 West 34th Street, 17th & 18th Floor  
New York, New York 10120

Surety:

Federal Insurance Company  
Eastern Claim Service Center  
600 Independence Parkway  
Chesapeake, Virginia 23320  
Attention: Surety Support  
with a copy to: [ecsc.claims@chubb.com](mailto:ecsc.claims@chubb.com)

with a copy to:

Federal Insurance Company  
202B Halls Mills Road  
Whitehouse Station, New Jersey 08889  
Attention: Surety Department

or to such other person and/or such other address as the Principal or Surety may hereafter advise the Obligee in writing.

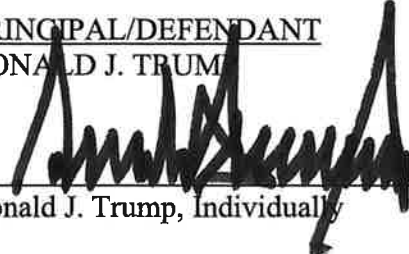
Absent the affirmative, written consent of the Surety, which must be set forth in a Rider to this Bond signed by the Surety, this Bond only secures the Appeal identified herein and does not secure any further or subsequent appeal(s).

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee.

Signed and sealed by the Principal and Surety this 5<sup>th</sup> day of March, 2024.

PRINCIPAL/DEFENDANT

DONALD J. TRUMP

  
Donald J. Trump, Individually

SURETY

FEDERAL INSURANCE COMPANY

By: 

Print Name: Douglas Irvin  
Its Attorney-in-Fact

COURT APPROVAL

This Bond is hereby approved as to its form and substance this \_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_

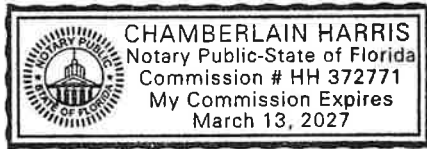
ACKNOWLEDGMENT OF PRINCIPAL/DEFENDANT

State of Florida

County of Palm Beach ss.:

On this 5<sup>th</sup> day of March, 2024, before me personally appeared Donald J. Trump, to me known to be the individual who executed the above Supersedeas Bond as principal/defendant, and acknowledged the execution of said instrument to be the free and voluntary act and deed of said individual for the purposes, considerations, and uses therein set forth.

Chamberlain Harris  
(Signature of Notary Public)



My commission expires March 13, 2027

ACKNOWLEDGMENT OF SURETY

State of New York

ss.:

County of New York

On this 14th day of March, 2024, before me personally appeared Douglas P. Irvin, to me known to be an Attorney-in-Fact of Federal Insurance Company, the corporation described in and which executed the above Supersedeas Bond as surety, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes, considerations, and uses therein set forth, and on oath stated that the seal affixed to said Supersedeas Bond is the seal of said corporation, that it was duly affixed to said Supersedeas Bond, and that said Supersedeas Bond was duly executed by said corporation.

SECORA M. BRATHWAITE  
Notary Public, State of New York  
No. 01BR6401848  
Qualified in Kings County  
Commission Expires 12/16/2027

Secora M. Brathwaite

(Signature of Notary Public)

My commission expires 12/16/2027